

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 27, 2007

Advice Letter 2966-E

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Haws and McGarva Water Well Easement Agreements – Request for Approval
Under Section 851

Dear Ms. de la Torre:

Advice Letter 2966-E is effective February 23, 2007. A copy of the advice letter is included herewith for your records.

Sincerely,

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

Sean H. Gallagher, Director
Energy Division

REGULATORY RELATIONS	
M Brown	Tariffs Section
R Dela Torre	D Poster
B Lam	M Hughes
MAD 29 2007	
Return to _____	Records File _____
cc to _____	



Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226
Internet: BKC7@pge.com

January 9, 2007

Advice 2966-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Haws and McGarva Water Well Easement Agreements –
Request for Approval Under Section 851**

Purpose

Pacific Gas and Electric Company ("PG&E") submits this filing seeking approval from the California Public Utilities Commission ("Commission") authorizing PG&E pursuant to Section 851 of the California Public Utilities Code to grant an easement to two individual parties:

1. Kenneth P. Haws and Christina M. Haws ("Haws")
2. Novella J. McGarva, as Trustee of the George McGarva and Novella J. McGarva 1993 Family Trust dated April 7, 1993 ("McGarva")

for the installation, operation, maintenance and use of a domestic water well on two individual parcels of land owned by Haws and McGarva, respectively, for which PG&E owns all surface and subsurface water and water rights.

Background

Under various documents filed in the Shasta County records, PG&E is the owner of certain surface and subsurface water and water rights, together with the right of taking, diverting, and appropriating all such waters, which have been and continue to be, used for generating electricity at PG&E's Battle Creek Project in an area located near Manton, California. In 1984, PG&E recorded an indenture (LD #2131-01-0295, "the Indenture") to further perfect its rights and to establish a procedure by which PG&E could relinquish and/or convey certain of its water rights and stipulate the terms and conditions whereby an easement could be granted for the extraction of water by a property owner for domestic purposes. The Indenture covers both properties owned individually by Haws and McGarva.

A copy of the Indenture is attached as Attachment 1. The form of conveyance of such rights to be used is described in the Indenture.

Haws and McGarva own residential lots located in the Manton Heights Subdivision on Battleview Road in Shasta County, identified as Assessor's Parcel Nos. 703-320-004 (Haws) and 703-320-25 (McGarva) (the "Property" or "Properties") and for which PG&E owns the surface and subsurface water and water rights. The Properties are currently without improvements. Haws currently use its Property for recreational purposes. McGarva intends to construct a home on its Property. Haws and McGarva are requesting individual easements from PG&E to extract subsurface water via domestic wells pursuant to the Indenture. Shasta County will not issue any permits to develop property until PG&E grants the easements. Copies of the proposed easements are attached as Attachments 2 and 3 for Haws and McGarva, respectively.

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

Pacific Gas and Electric Company	Kenneth P. and Christina M. Haws
Andrew L. Niven	5650 Linman Lane
Peter Van Mieghem	Manton, CA 96059
Law Department	Telephone: (530) 474-3653
P.O. Box 7442	Facsimile: (530) 474-3648
San Francisco, CA 94120	Email: kphaws@hta-cpa.com
Telephone: (415) 973-2902	
Facsimile: (415) 973-5520	Novella J. McGarva
Email: PPV1@pge.com	19070 Bruce Drive
	Cottonwood, CA 96022
	Telephone: (530) 347-3234

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

Descriptions of the location of the respective Properties are found in the proposed easements, attached as Attachments 2 and 3. The Properties are currently without improvements. Haws currently use their property for recreational purposes and McGarva intends to construct a home on their property. PG&E does not own the real property on which the proposed new domestic water wells are to be installed and operated, however PG&E is the owner of certain surface and subsurface water and water rights, together with the right of taking, diverting, and appropriating all such waters, which have been and continue to be, used for generating electricity at PG&E's Battle Creek Project in an area located near Manton, California.

(c) Intended Use of the Property:

Both Haws and McGarva seek easements from PG&E to extract subsurface water via domestic wells pursuant to the Indenture. The maximum quantity of water to be extracted from each proposed well shall be limited to one acre foot per annum, and the pump capacity shall not exceed 30 gallons per minute. Shasta County will not issue any permits to develop the Properties until PG&E grants the easements. PG&E's use of its water rights under its Indenture will not change as a result of the granting of the subject easements.

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

PG&E will receive a one-time payment of \$491.00 each from Haws and McGarva for a total consideration of \$982.00 for the water well easements.

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

The water rights described in this application are associated with PG&E's non-nuclear, hydroelectric generation-related facilities. As such, there is no PG&E book value associated with this transaction, and there is no effect on PG&E's rate base as a result of the proposed easement.

Any net compensation received by PG&E from Haws and McGarva will be credited to Other Operating Revenue and be used to reduce the generation revenue requirement in future general rate cases, consistent with conventional cost-of-service ratemaking.

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

In accordance with the CEQA Guidelines adopted in Rule 2.4 of the Commission's Rules of Practice and Procedure, PG&E determined that this project will not have a significant impact on the environment and should be categorically exempt from the provisions of CEQA. (Cal. Codes Regs., tit. 14, §§15300, *et seq.*) Among the classes of exempt projects are "construction and location limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure." (*Id.*, § 15303.) The CEQA Guidelines specifically cite as examples of exempt projects, a "single-family residence" and "water main ...

and other utility extensions ... to serve such construction." (Id., §§ 15303(b), 15303(d).)

Since the installation, maintenance, operation and use of a domestic water well - precisely what is proposed here - is categorically exempt from the provisions of CEQA, the requirements concerning the evaluation of projects and the preparation and review of environmental documents do not apply.¹ Thus, no formal CEQA review is required and, by the same token, no Proponent's Environmental Assessment as described in Rule 2.4 of the Commission's Rules of Practice and Procedure is needed with this application.

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

The two transactions for which PG&E is seeking Commission approval under this advice are related in that the proposed easements pertain to the same Indenture owned by PG&E for certain water rights. PG&E is currently not aware of any anticipated future transactions associated with these two current transactions or with the Indenture that is the subject of this advice letter. However, in the past, PG&E has granted easements to property owners for domestic water well use under the same Indenture presented in this filing and may have future requests from third parties for similar domestic water well use.²

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

Not applicable.

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

The consideration amount of \$491.00 for each water well easement compensates PG&E for the grant of easements to Haws and McGarva for the installation, operation, maintenance and use of a domestic water well on

¹ Haws will have to obtain building permits from the Shasta County Planning Department ("Shasta County") in order to proceed with construction. (Shasta County will not proceed with a building permit until Grantees receive the easements from PG&E.) However, no CEQA analysis is necessary on the part of Shasta County because CEQA does not apply to "ministerial projects" such as building permits approved by public agencies. (Pub. Resources Code, § 21080(b)(l).)

² See Application (A.) 05-04-011, A.05-02-007, and A.03-12-015.

the Properties which PG&E owns all surface and subsurface water rights. The amount compensates PG&E for the nominal loss of hydro generation due to the nominal water loss.

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

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

(k) CEQA Checklist

Exemption

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

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

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

Not applicable.

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

In accordance with the CEQA Guidelines adopted in Rule 2.4 of the Commission's Rules of Practice and procedure, PG&E contends that the project is exempt from CEQA. (Cal. Code Regs., tit. 14, §§15300, et seq.) Among the classes of exempt projects are "construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure." (Id., § 15303.) The CEQA Guidelines specifically cite as examples of exempt projects, a "single-family residence" and "water main ... and other utility extensions ... to serve such construction." (Id., §§ 15303(b), 15303(d).)

Prior or Subsequent CEQA review

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

Need CEQA?

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

Not applicable.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than 30 days after the date of this filing, which is **February 8, 2007**. Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue

San Francisco, California 94102

Facsimile: (415) 703-2200

E-mail: anj@cpuc.ca.gov and mas@cpuc.ca.gov

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

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

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

Facsimile: (415) 973-7226

E-mail: PGETariffs@pge.com

Effective Date

Pursuant to the review process outlined in Resolution ALJ-186, PG&E requests that this advice filing become effective on **February 23, 2007**, which is 45 calendar days after the date of filing.

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

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



Vice President, Regulatory Relations

Attachments 1-3

cc: Service List – Advice Letter 2966-E

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Bernard Lam

Phone #: (415) 973-4878

E-mail: bxlc@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2966-E**

Subject of AL: Haws and McGarva Water Well Easement Agreements – Request for Approval Under Section 851

Keywords (choose from CPUC listing): Section 851

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

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

ALJ-186

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

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

Resolution Required? Yes No

Requested effective date: **February 23, 2007**

No. of tariff sheets: 0

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave.,

San Francisco, CA 94102

ijnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

¹ Discuss in AL if more space is needed.

***** SERVICE LIST Advice 2966-E *****
APPENDIX A

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

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

Lynn T. Carew
Administrative Law Judge Division
505 VAN NESS AVE
San Francisco CA 94102 3298
(415) 703- 1721
ltc@cpuc.ca.gov

Andrew Barnsdale
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San Francisco CA 94102 3298
(415) 703-3221
bca@cpuc.ca.gov

Junaid Rahman
Energy Division
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San Francisco CA 94102 3298
(415) 355- 5492
jnr@cpuc.ca.gov

Brewster Fong
Division Ratepayer Advocates
505 VAN NESS AVE
San Francisco CA 94102 3298
(415) 703- 2187
bfs@cpuc.ca.gov

***** AGENCIES *****

Russ Mull, R.E.H.S., A.I.C.P., Director
County of Shasta Department of Resource
Management, Building Division
1855 Placer Street, Suite 102
Redding, CA 96001
Phone: (530) 225-5761
Fax: (530) 245-6468
rmull@co.shasta.ca.us

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

Kenneth P. and Christina M. Haws
5650 Linman Lane
Manton, CA 96059
Telephone: (530) 474-3653
Facsimile: (530) 474-3648
Email: kphaws@hta-cpa.com

Novella J. McGarva
19070 Bruce Drive
Cottonwood, CA 96022
Telephone: (530) 347-3234

(END OF APPENDIX A)

Advice 2966-E

Attachment 1

3916

2131-01-0295

9414

3010-9931 Manton, Water and Transmission Rights at
12 83 4

AFTER RECORDING, RETURN TO:

PACIFIC GAS AND ELECTRIC CO

FOR RECORDER'S USE ONLY

P. O. BOX 340
RED BLUFF,
CA 95600

BOOK 981 PAGE 509
RECORDED AT REQUEST OF
PACIFIC GAS AND ELECTRIC CO.
AT 10 MIN. PAST 3P

RECORDED AT REQUEST OF
Pacific Gas & Electric Co.
AT 10 MIN. PAST 3P
OFFICIAL RECORDS SHASTA COUNTY, CALIF

MAR 27 1984

APR 4 1984

OFFICIAL RECORDS
TEHAMA COUNTY, CALIFORNIA
FLOYD & HICKS

Recorder Fee \$ 17.00

Recorder 17

INDENTURE

THIS INDENTURE is made by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PGandE, and affects certain premises situate in the Counties of Shasta and Tehama, State of California, within which PGandE is the owner of certain rights.

Under and by virtue of various documents filed for record in the offices of the County Recorders of said Shasta and Tehama Counties, as set forth in EXHIBIT "A" attached hereto, PGandE is the owner of certain surface rights and easements, and of all surface and subsurface water and water rights, together with the right of taking, diverting and appropriating all waters, within said premises, which waters have been and are now being put to beneficial use generating electricity at PGandE's Battle Creek Project.

Said premises are subject to development and the owners thereof may from time to time require the right from PGandE to install, operate, maintain and use a water well within said premises. PGandE is generally willing to grant such right provided that, upon review of each individual case, such grant shall not adversely affect its ability to serve the general public efficiently. PGandE is also willing to relinquish certain of its surface rights and easements which shall be deemed no longer necessary or useful to PGandE in

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P. G. & E. CO.
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2131010295

the performance by it of its duties to the public. The purpose of this indenture is to stipulate the terms and conditions to facilitate the future conveyance and/or relinquishment of such right.

NOW, THEREFORE, in consideration of the foregoing, PGandE hereby declares:

A. The form of grant to be used for the conveyance of such right shall be in the form of EXHIBIT "B" attached hereto and hereby made a part hereof;

B. The form of relinquishment to be used to eliminate the encumbrances of certain surface rights and easements which shall be deemed no longer necessary or useful to PGandE in the performance by it of its duties to the public, shall be in the form of EXHIBIT "C" attached hereto and hereby made a part hereof; and

C. Said conveyance, by reference therein to this indenture, shall be further made subject to the following terms and conditions in the same manner as though fully set forth therein, namely:

(1) Exploration for a well shall be at such locations as are mutually acceptable to PGandE and the grantee therein and shall cease when an adequately producing well is established; any other wells on said lands shall be closed and capped in accordance with State regulations;

(2) No more than one (1) operative well shall be located on the lands described in the form of conveyance as executed;

(3) Grantee therein shall provide PGandE with a copy of the well log for every well dug or drilled pursuant to the terms and conditions set forth herein within ten (10) days after said log is submitted to the appropriate county agency; said copy shall be transmitted to PGandE's Red Bluff Office, 814 Main Street, Red Bluff, California 96080, Attention: Division Electric Superintendent;

(4) No pump with a capacity which exceeds that set forth in said form of conveyance as executed shall be used in connection with said well, and PGandE reserves the right to test any pump and meter used; any such test shall be at

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P. G. & E. CO.
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PGandE's expense, unless it is shown that grantee therein has exceeded the quantity of water allowed under the terms set forth herein, in which instance second party shall pay all costs of such test;

(5) Water extracted from said well shall be limited to the quantity of water specified in said form of conveyance as executed and shall be limited to domestic and home gardening uses, and a domestic nonporous lined swimming pool with a surface area not to exceed 800 square feet, and such uses shall be only for the benefit of the lands described in said form of conveyance as executed; if it is verified by PGandE that the quantity of water extracted from said well is in excess of that quantity specified in said form of conveyance as executed, grantee therein shall pay on demand to PGandE, as a penalty, two times the then value of the electric energy producible by such excess quantity at PGandE's Battle Creek Project. Said value shall be based on the incremental cost of the most expensive replacement generation then in use by PGandE.

(6) In the event grantee therein shall subdivide the lands described in said form of conveyance as executed, then, and in that event, water taken from said well shall be limited to the use only on, and for the benefit of, the subdivision parcel on which the well is located, and the party responsible for the subdivision of said lands shall acquire an additional grant of conveyance in the form hereinbefore described as EXHIBIT "B" for each newly created parcel before any well exploration may commence thereon;

(7) No water, either from said well, or from natural surface run-off, shall be stored in reservoirs or holding tanks, provided, however, that grantee therein shall be allowed to construct, maintain and use a domestic swimming pool and one (1) covered holding tank with a capacity not to exceed 1,000 gallons;

(8) Grantee therein shall not take, divert, or appropriate water from any flume, ditch, aqueduct, natural drainage channel, spring or stream within or which

now crosses, or shall hereafter be constructed by PGandE and be within or cross, the lands described in said form of conveyance as executed;

(9) Grantee therein shall, at grantee's sole cost and expense, install and maintain a domestic water meter as near as practicable to said pump in order to accurately meter all water pumped from said well;

(10) PGandE reserves the right to enter upon the lands described in said form of conveyance as executed at any reasonable time for the purposes of reading and testing the water meter and testing said well and said pump as hereinbefore provided, and for the purpose of monitoring the terms and conditions set forth herein;

(11) PGandE does not warrant the existence or continuous availability of well water and further makes no warranty as to the fitness of said well water for domestic use. Any water taken from said well and used for domestic purposes shall be at grantee's sole risk and PGandE assumes no risk, liability or responsibility for the potability of said well water;

(12) The absence of well water of sufficient quality or quantity shall not require PGandE to refund the consideration paid for the execution of said form of conveyance;

(13) Grantee therein shall save harmless PGandE, its directors, officers, and employees against any and all loss and liability arising out of grantee's failure to fully perform as set forth herein and shall reimburse PGandE for all costs, including reasonable attorney's fees, incurred by PGandE in enforcing the terms and conditions set forth herein;

(14) Upon any breach of any of the terms and conditions set forth herein by grantee therein or any successor or assign of grantee, PGandE may, at its option, terminate any easements, quitclaims or permits appertaining to said breaching party's real property; and

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COPY

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(15) The waiver by PGandE of any breach of any term, covenant, and condition contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute waiver of same.

Except as expressly set forth herein, this indenture shall not in any way alter, modify or terminate PGandE's interest in and to said water and water rights.

Dated January 20, 19 84.

Seal

PACIFIC GAS AND ELECTRIC COMPANY

By

R. K. Miller

R. K. Miller
Vice President - General Services

Attested

Taylor

Secretary

Approved by
BOARD OF DIRECTORS

MAR 21 1984 *D. B. Allison*
Date Assistant Secretary

Shasta
General
78-223
It

APPROVED
[Signature]
MANAGER LAND DEPT.

Prepared EKC

PG & E CO.—APPROVED	
DIV'N. <i>241</i>	LANDPAW
DESC. <i>1-22-83</i>	OPER. <i>MA</i>
LAW <i>78M</i>	ENGR.

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P. G. & E. CO.
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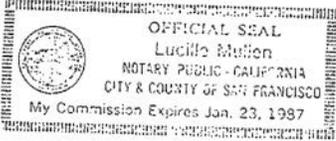
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STATE OF CALIFORNIA
County of San Francisco ss.

On this 20th day of January in the year 1984 before me, Lucille Mullen
a Notary Public for the State of California, personally appeared R. K. Miller
personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as
Vice President-General Services or on behalf of Pacific Gas and Electric Company

a corporation, and acknowledged to me that the corporation executed it pursuant to its
by-laws or a resolution of its board of directors.

Official Seal



Lucille Mullen

Notary Public for the State of California

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EXHIBIT "A"

Recap of Fee Deeds out by PGandE within which rights were reserved for water appurtenant to said property, rights to construct, reconstruct electric pole or tower lines, telephone lines, ditches, flumes, aquaducts, roads, bridges, and ingress on and egress from properties to exercise all of said rights and easements reserved:

<u>L.D. No.</u>	<u>Grantee</u>	<u>Dated</u>	<u>Recorded</u>	<u>Location/Remarks</u>
2131-02-0014	"Forward"	11/15/48	V.305, P.84 Shasta County	Sections 31, T.31N., R.2E., Sections 1, 2, 11, 14, 15, 16, T.30N., R.1E., Sections 5, 6, 8 & 18, T.30N., R.2E., (all inclusive reservations)
2430-01-0069	"Fuller"	4/28/24	B.1, P.152 Shasta County	Sections 27, 26, & 25, T.30N., R.1W., (all inclu- sive reservations)
2430-01-0039	"Delashmutt"	2/16/28	B.1007, P.615 Shasta County B.9, P.237 Tehama County	Sections 35, 36, 25 and 34, T.30N., R.1W., (all inclu- sive reservations)
2131-02-0006	"Kimball"	7/16/30	B.58, P.342 Shasta County	Section 33, T.31N., R.2E., (all inclusive reservations)
2131-02-0025	"McCarty"	2/01/27	B.28, P.100 Shasta County	Section 1 & 2, T.31N., R.2E., (all inclusive reser- vations)
2131-02-0058	"Blodgett"	4/28/24	B.1, P.99 Shasta County	Sections 30 & 29, T.31N., R.2E., (all inclusive reser- vations)
2430-01-0029	"Null"	11/15/27	V.33, P.287 Shasta County	Section 21, T.30N., R.1W., (all inclusive reservations)
2430-01-0030	"State of CA"	3/03/52	V.364, P. 1 Shasta County	Sections 20 & 29, T.30N., R.1W., (all inclusive reser- vations), except 0.50 CFS of water from Darrah Creek for domestic and minor irrigation, water flowing through Pacific Power Ditch, but water to be returned before Coleman Siphon, the right to divert and use for fish hatching water from Darrah Creek but water shall be returned to Darrah Creek above Asbury Pumping Station.

<u>L.D. No.</u>	<u>Grantee</u>	<u>Dated</u>	<u>Recorded</u>	<u>Location/Remarks</u>
2430-01-0064	"Hall"	11/18/20	B.147, P.256 Shasta County	Sections 8, 9 and 16, T.30N., R.1W., (all inclu- sive reservations)
2131-01-0041	"Abbott"	6/17/40	B.171, P.8 Shasta County	Section 34, T.31N., R.1E., (all inclusive reservations), except Grantee's rights to use water flowing from the spring located in the S-1/2 of the SE-1/4 of the NE- 1/4 of Section 34 for domestic purposes.
2131-01-0052	"Green"	4/23/45	V.231, P.76 Shasta County	Section 35, T.31N., R.1E. (all inclusive reservations)
2130-01-0062	"Meyer"	4/03/25	V.25, P.477 Shasta County	Sections 21 and 20, T.30N., R.1E., (all inclusive reser- vations)
2130-01-0075	"Ogburn"	4/06/55	V.276, P.291 Tehama County	Sections 28 and 29, T.30N., R.1E. (all inclusive reser- vations)
2130-01-0088	"Ward"	9/16/24	V.2, P.305 Shasta County	Section 21, T.30N., R.1E. (all inclusive reservations)
2130-01-0171	"DeLaMontanya"	12/02/24	V.14, P.261 Shasta County B.124, P.32 Tehama County	Section 22, T.30N., R.1E. (all inclusive reservations)
2130-01-0165	"DeLaMontanya"	4/09/45	B.488, P.400 Shasta County B.163, P.206 Tehama County	Section 22, T.30N., R.1E. (all inclusive reservations)
2130-01-0173	"Stone"	3/05/26	B.14, P.301 Shasta County B.121, P.249 Tehama County	Sections 20, 30 and 29, T.30N., R.1E., (all inclu- sive reservations)
2130-01-0007	"Null"	7/22/26	V.25, P.434 Shasta County	Sections 17 and 16, T.30N., R.1E. (all inclusive reser- vations), except grantee's right to use water from a spring near S.W. corner of the NE-1/4 of the NW-1/4 of Section 16.

<u>L.D. No.</u>	<u>Grantee</u>	<u>Dated</u>	<u>Recorded</u>	<u>Location/Remarks</u>
2129-01-0035	"Fullbright"	11/06/25	B.121, P.196 Tehama County	Sections 2, 3, 5, 6 and 11, T.29N., R.1E. (all inclusive reservations)
2130-02--0027	"Keeran"	9/21/21	B.153, P.332 Shasta County	Section 16, T.30N., R.2E (all inclusive reservations)
2131-01-0013	"Busekist"	8/08/44	V.250, P.1 Shasta County	Section 33, T.31N., R.1E. (all inclusive reservations)
2430-02-0028	"Thatcher"	7/21/28	B.44, P.72 Shasta County V.12, P.489 Tehama County	Sections 19, 20, 29 and 30, T.30N., R.1W., Section 25, T.30N., R.2W. (all inclusive reservations)
2430-02--0037	"Thatcher"	12/13/26	V.25, P.483 Shasta County V.12, P.273 Tehama County	Sections 33, 34 and 26, T.30N., R.2W., (all inclu- sive reservations)
2131-01-0019	"Evans"	9/11/62	V.719, P.149 Shasta County	Sections 25, and 36, T.31N., R.1E., PGandE re- served all natural springs, water, creeks or ditches and all water from springs, together with right of access to same, and speci- fically reserved a route describing an electric T/D pole line. Except Grantees can drill a well at location which will not interfere with water flow from springs or creeks and ditches, and also may build 3 fishing ponds at approved locations but must release through PGandE creeks and ditches. Building restric- tion area described also.

To more specifically locate the properties with the sections shown, refer to the recorded documents.

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

EXHIBIT "B"

EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, as owner of all surface and subsurface water and water rights within the lands described herein, hereinafter called first party, in consideration of value paid by _____, hereinafter called second party, the receipt whereof is hereby acknowledged, hereby grants to second party the right, subject to termination as hereinafter set forth, to install, operate, maintain and use one (1) water well within the parcel of land situate in the County of _____, State of California, described as follows:

(Insert description of lands)

The maximum quantity of water to be extracted from said well shall be limited to a maximum of _____ acre foot (_____ cubic feet or _____ gallons) per annum. Pump capacity shall not exceed _____ gallons per minute.

This grant is made subject to all of the terms and conditions set forth in that certain indenture made by Pacific Gas and Electric Company dated _____ and recorded in Book _____ of Official Records at page _____, _____ County Records, in the same manner as though fully set forth herein.

- 1 -

BOOK 2048 PAGE 221

BOOK 981 PAGE 518

Second party agrees to notify first party in writing of any sale or subdivision of said parcel of land. Said notice shall be mailed to first party's Red Bluff office, 814 Main Street, Red Bluff, California 96080, Attention: Division Electric Superintendent.

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

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

IN WITNESS WHEREOF, the parties hereto have executed these presents this

_____ day of _____, 19 ____.

First Party:

Second Party:

PACIFIC GAS AND ELECTRIC COMPANY _____

By _____

R. K. Miller
Vice President - General Services

Attested _____

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

EXHIBIT "C"

AGREEMENT

THIS AGREEMENT is made by and between _____,
hereinafter called first party, and PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation, hereinafter called second party, and affects certain lands of first
party, situate in the County of _____, State of California, described as follows:

(Insert description of lands)

Second party is the owner of certain rights and easements in, on, over and across all
of said lands, under and by virtue of the reservations contained in the deed from Pacific
Gas and Electric Company to _____ dated _____
and recorded in Book _____ of Official Records at page _____, _____ County
Records.

Said reservations are set forth in said deed dated _____ as follows:

"reserving unto said Pacific Gas and Electric Company, its succes-
sors and assigns, however, all water rights appurtenant to said lands and
the easement of taking, diverting and appropriating to its or their use all
waters constituting part and parcel of said lands and the easement of
constructing, reconstructing, enlarging, replacing, repairing, maintaining
and operating any and all pole lines and tower lines for the transmission

- 1 -

BOOK 2048 PAGE 223
BOOK 981 PAGE 520

and distribution of electricity, and private telephone lines, and any and all ditches, flumes or other aqueducts for conveying water upon, over and across said lands, of such kinds and capacities and along such routes as may from time to time be selected by said company, its successors or assigns, and the right of ingress thereto and egress therefrom upon, over and across said lands, and also the right to construct, enlarge, maintain and use such roads and bridges over and across said lands as said company, its successors or assigns, may from time to time deem proper in the conduct of its or their business of generating, transmitting and distributing electricity; provided, however, that the right to use all foreign waters which the party of the second part, his heirs or assigns, shall conduct to said lands by means of his own conduits or aqueducts and which shall be vested in the party of the second part, his heirs and assigns, shall continue to remain vested in the party of the second part, his heirs and assigns."

First party plans to subdivide and develop said lands and desires that second party relinquish certain of its rights and easements reserved in said deed dated _____ and second party is willing so to do.

NOW THEREFORE, in consideration of value paid by first party to second party, the receipt whereof is hereby acknowledged, second party hereby quitclaims to first party the portions of the rights and easements within said lands of first party as reserved by second party in said deed dated _____ described as follows:

(Insert specific rights and easements to be quitclaimed)

As so modified the rights in, on, over and across said lands as reserved in said deed dated _____ are hereby confirmed in second party on the terms and conditions therein set forth.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of said deed dated _____.

The rights and easements hereby quitclaimed are no longer necessary or useful to second party in the performance by it of its duties to the public.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 19____.

First Party:

Second Party:

PACIFIC GAS AND ELECTRIC COMPANY

By _____
R. K. Miller
Vice President - General Services

Attested _____

- 3 -

9414

COMPARED

BOOK 2048 PAGE 225

BOOK 981 PAGE 522

Advice 2966-E

Attachment 2

RECORDING REQUESTED BY AND RETURN TO:

Pacific Gas And Electric Company
Attn: Land Services
3600 Meadowview Drive
Redding, CA 96002

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

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

Signature of declarant or agent determining tax

EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, as owner of all surface and subsurface water and water rights within the lands described herein, hereinafter called first party, in consideration of value paid by KENNETH P. HAWS and CHRISTINA M. HAWS, husband and wife, hereinafter called second party, the receipt whereof is hereby acknowledged, hereby grants to second party the right, subject to termination as hereinafter set forth, to install, operate, maintain and use one (1) water well within the parcel of land situate in the County of Shasta, State of California, described as follows:

(APN 703-320-004)

Lot 28 of the Manton Heights Private Road Subdivision, Tract No. 1523, as shown upon the map filed for record in Book 17 of Maps at page 79, Shasta County Records.

The maximum quantity of water to be extracted from said well shall be limited to a maximum of one (1) acre foot per annum. Pump capacity shall not exceed 30 gallons per minute.

This grant is made subject to all of the terms and conditions set forth in that certain indenture made by Pacific Gas and Electric Company dated January 20, 1984 and recorded in Book 2048 of Official Records at page 212, Shasta County Records, in the same manner as though fully set forth herein.

Second party agrees to notify first party in writing of any sale or subdivision of said parcel of land. Said notice shall be mailed to first party's Redding Land Office, 3600 Meadowview Drive, Redding, California 96002, Attention: Land Agent.

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

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

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 20____.

First Party:

Second Party:

PACIFIC GAS AND ELECTRIC COMPANY

Kenneth P. Haws

By _____

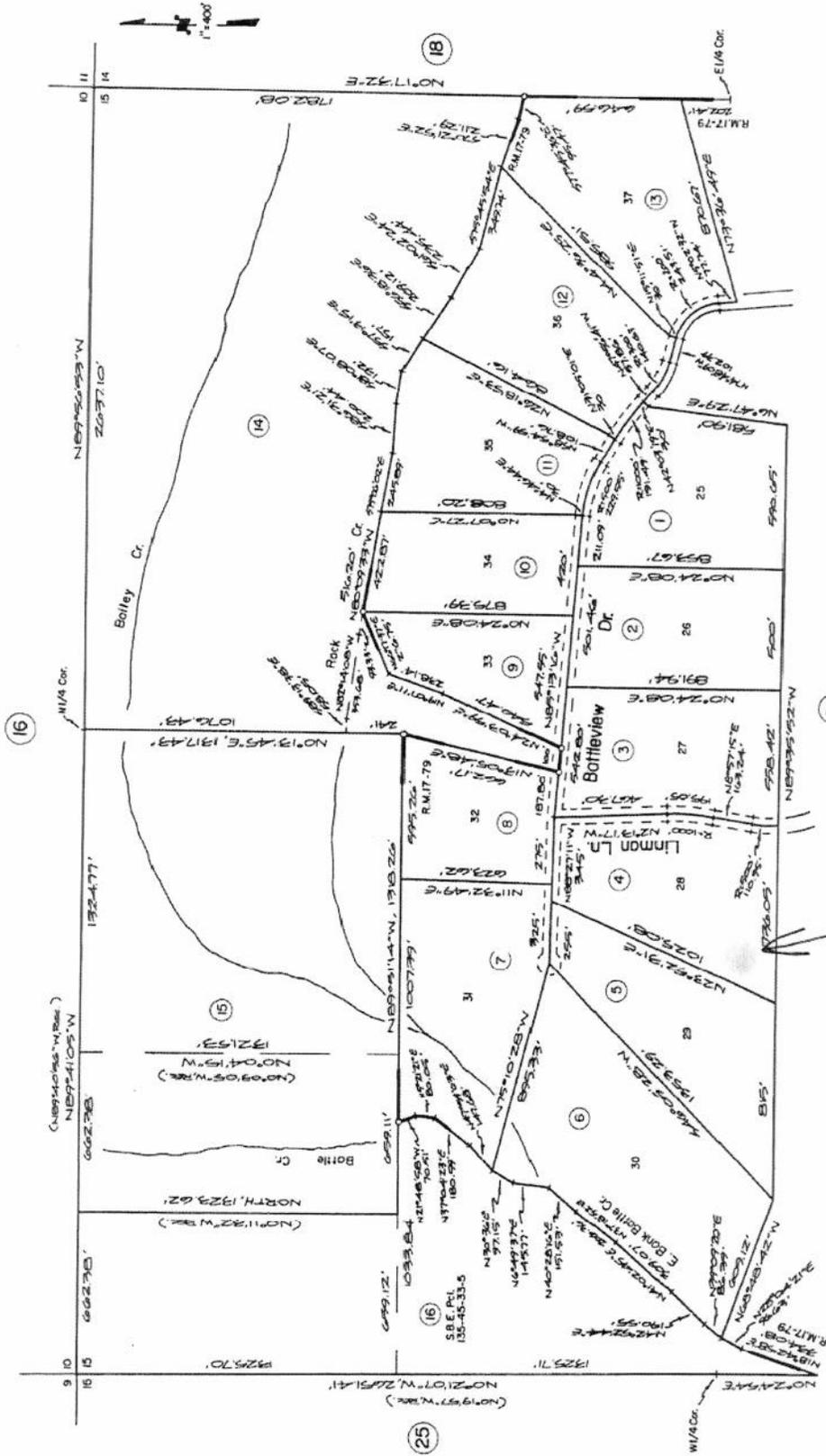
Richard A. Gigliotti
Manager, Land Energy Delivery
Technical & Land Services

Christina M. Haws

Area 6, North Valley Division
Redding Land Office
Northern Area Hydro
MDB&M, T30N, R1E, Sec 15, SE ¼ of NW ¼,
FERC
Drawing
Reference LD# 2131-01-0295
Interest 11, 24
SBE
QC %
Order 2011124
Shasta County
UT
MJMB / DBW2

Por. Sec. 15, T.30N., R.1E.

703-32



Por. Manton Hgts., per R.M. 17-79
L.S. 45-42

Proposed well site

Assessor's Map Bk. 703, Pg. 32
County of Shasta, Calif.
1985

Advice 2966-E

Attachment 3

RECORDING REQUESTED BY AND RETURN TO:

Pacific Gas And Electric Company
Attn: Land Services
3600 Meadowview Drive
Redding, CA 96002

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

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

Signature of declarant or agent determining tax

EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, as owner of all surface and subsurface water and water rights within the lands described herein, hereinafter called first party, in consideration of value paid by NOVELLA J. McGARVA, as Trustee of the George McGarva and Novella J. McGarva 1993 Family Trust dated April 7, 1993, hereinafter called second party, the receipt whereof is hereby acknowledged, hereby grants to second party the right, subject to termination as hereinafter set forth, to install, operate, maintain and use one (1) water well within the parcel of land situate in the County of Shasta, State of California, described as follows:

(APN 703-310-025)

Lot 38 of the Manton Heights Private Road Subdivision, Tract No. 1523, as shown upon the map filed for record in Book 17 of Maps at page 79, Shasta County Records.

The maximum quantity of water to be extracted from said well shall be limited to a maximum of one (1) acre foot per annum. Pump capacity shall not exceed 30 gallons per minute.

This grant is made subject to all of the terms and conditions set forth in that certain indenture made by Pacific Gas and Electric Company dated January 20, 1984 and recorded in Book 2048 of Official Records at page 212, Shasta County Records, in the same manner as though fully set forth herein.

Second party agrees to notify first party in writing of any sale or subdivision of said parcel of land. Said notice shall be mailed to first party's Redding Land Office, 3600 Meadowview Drive, Redding, California 96002, Attention: Land Agent.

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

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

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 20____.

First Party:

Second Party:

PACIFIC GAS AND ELECTRIC COMPANY

By

Richard A. Gigliotti
Manager, Land Energy Delivery
Technical & Land Services

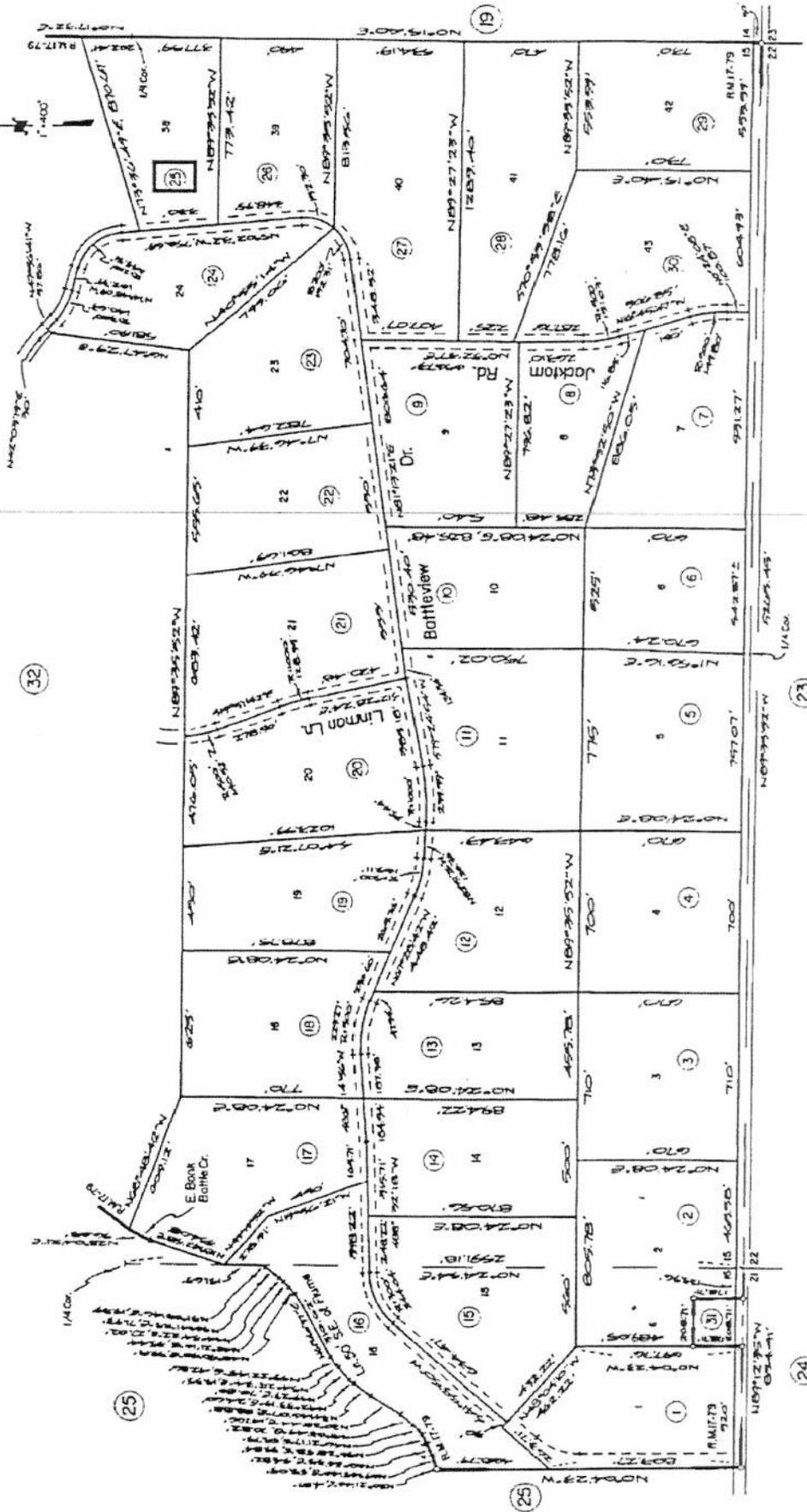
Novella J. McGarva, Trustee of the George
McGarva and Novella J. McGarva 1993
Family Trust

Area 6, North Valley Division
Redding Land Office
Northern Area Hydro
MDB&M, T30N, R1E, Sec 15, SE ¼ of SW ¼,
FERC
Drawing
Reference LD# 2131-01-0295
Interest 11, 24
SBE
QC %
Order 2011124
Shasta County
UT
MJMB / DBW2

Por. Sec's 15, 16, T.30N., R.1E.

703-31

Chicago Title - This is not a survey, nor is it part of the policy, but is only attached for convenience in locating the insured property.



Por. Manton Hgts, per R.M.17-79
L.S.45-42,

Assessor's Map Bk. 703, Pg. 31
County of Shasta, Calif.
1985

MANTON HEIGHTS LOT 28
PARCEL # 703-310-025



**PG&E Gas and Electric Advice
Filing List
General Order 96-A, Section III(G)**

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