

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



February 27, 2012

**Advice Letter 3933-E**

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

**Subject: Grant of Trail Easements to U.S. Forest Service in Tuolumne  
County – Request for Approval Under Section 851**

Dear Mr. Cherry:

Advice Letter 3933-E is effective February 23, 2012.

Sincerely,

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

Edward F. Randolph, Director  
Energy Division



**Brain K. Cherry**  
Vice President  
Regulation and Rates

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

Fax: 415.973.6520

October 21, 2011

**Advice 3933-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Grant of Trail Easements to U.S. Forest Service in Tuolumne County  
– Request for Approval Under Section 851**

**Purpose**

Pacific Gas and Electric Company (“PG&E”) respectfully requests an order from the California Public Utilities Commission (“Commission”) authorizing PG&E under Public Utilities Code (“PUC”) Section 851 to grant two easements to the United States Forest Service (“U.S. Forest Service”) on PG&E property located in Tuolumne County, at locations commonly known as the Huckleberry Trail and Spring Gap Trail..

PG&E requests that the Commission grant easements for the Huckleberry Trail and Spring Gap Trail as a condition of its Spring-Gap Stanislaus FERC (Federal Energy Regulatory Commission) License No. 2130. Granting these trail easements to the U.S. Forest Service will allow the U.S. Forest Service to operate and maintain the existing Huckleberry and Spring Gap trails, portions of which are currently owned and maintained by PG&E, for public enjoyment. General location maps of the Kennedy Meadows, Spring Gap, and Huckleberry Trails are provided herein in Attachments 1-A, 1-B and 2-A

The easements to be granted are within PG&E watershed lands, which are covered by the Land Conservation Commitment (LCC) that arose in the 2003 settlement of PG&E’s electricity crisis bankruptcy filing D.03-12-035. PG&E’s grant of the Huckleberry Train and Spring Gap Trail easements is the reservation of rights in connection with a FERC license renewal, consistent with the LCC. D.03-12-035, Appendix C, Appendix E.

**Background**

Kennedy Meadows Trail Easement

PG&E relies on a system of hydroelectric facilities which are organized and permitted by licenses issued by the FERC to support PG&E’s hydroelectric generation activities.

One such hydroelectric FERC license is PG&E's Spring-Gap Stanislaus FERC License No. 2130 (the "FERC License") located in the County of Tuolumne, State of California, in an area commonly known as Kennedy Meadows.

PG&E is the real property owner of an approximately 240 acre parcel in the Kennedy Meadows area (the "Kennedy Meadows Property"). PG&E intends to convey a trail easement to the U.S. Forest Service for the portion of the Huckleberry Trail that crosses the Kennedy Meadows Property. PG&E's request for CPUC approval for the Huckleberry Trail easement is part of its FERC license application described below. A map of the Huckleberry Trail is provided herein as Attachment 2-A.

### Spring Gap Trail Easement

PG&E is the owner of approximately 158 acres of real property located south-east of Kennedy Meadows along the Middle Fork of the Stanislaus River south of Beardsley Reservoir commonly known as Spring Gap (the "Spring-Gap Property"). PG&E's Spring Gap hydroelectric powerhouse facilities occupy a small portion of the entire 158 acres. U.S. Forest Service lands are to the east and west of the Spring-Gap Property.

PG&E intends to convey a trail easement to the U.S. Forest Service for the portion of the Spring Gap Trail that crosses the Spring-Gap Property. The Spring Gap trail easement will be for the use of the general public to cross PG&E lands from and to U.S. Forest Service lands adjacent. This trail is primarily for fisherman travelling along the Middle Fork of the Stanislaus River. PG&E's request for CPUC approval for the Spring Gap Trail easement is part of its FERC license application. A map of the Spring Gap Trail is provided herein as Attachments 3-A.

The Huckleberry trail and Spring Gap trail easements are to be granted to the U.S. Forest Service by virtue of a 4(e) condition of the Spring Gap-Stanislaus FERC License #2130. Condition No. 28-Rights-of-Way states:

Within six months of license issuance, the Licensee shall initiate the process to provide an easement to the Forest Service across Licensee-owned property at (1) Kennedy Meadows for public use of the Huckleberry Trail and access into the Emigrant Wilderness, and (2) Spring Gap for public use of the fishing access trail and Spring Gap foot-bridge. The Licensee shall issue an easement within two years of license issuance subject to all necessary regulatory approvals.

In accordance with Resolution ALJ-244<sup>1</sup>, Appendix A, Section IV, PG&E provides the following information related to the proposed transaction:

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<sup>1</sup> ALJ-272 (August 18, 2011) extended the Pub. Util. Code § 851 Pilot Program established in Resolution ALJ-186, as modified by Resolutions ALJ-202 and ALJ-244, pending the Commissions consideration of comments filed by interested parties and possible future amendments to the pilot program.

By this advice letter, PG&E respectively requests Commission approval that as part of PG&E Spring Gap Stanislaus FERC license #2130, PG&E may grant the Spring Gap and Huckleberry Trail easements to the U.S. Forest Service to provide public access across PG&E property to adjacent U.S. Forest Service property.

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

Pacific Gas and Electric Company  
Ann H. Kim  
Law Department  
P.O. Box 7442  
San Francisco, CA 94120  
Telephone: (415) 973-7467  
Facsimile: (415) 973-5520  
Email: AHK4@pge.com

United States Forest Service -  
Stanislaus National Forest  
Attention: Beth Martinez, Lands  
Officer  
19777 Greenley Road  
Sonora, CA 95370  
Telephone: (209) 532-3671 x320  
Facsimile: (209) 533-1890  
E-mail: bethmartinez@fs.fed.us

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

Kennedy Meadows – Huckleberry Trail

The Kennedy Meadows Property is located in Tuolumne County along Highway 108, just 57 miles east of Sonora and 50 miles south of South Lake Tahoe, at an elevation of approximately 6,500 feet. PG&E is the owner of approximately 240 acres of real property, commonly known as the Kennedy Meadows Property, further identified as State Board of Equalization (SBE) No. 145-55-001-7 and Assessor's Parcel No. (APN) 021-020-00, and more fully described in the Huckleberry Trail Easement Deed attached herein as Attachment 4.

The Kennedy Meadows Property provides important outdoor recreation and wildlife habitat in the remote upper elevations of the Sierra Nevada. The Kennedy Meadows Property unit is surrounded by public lands managed by the Stanislaus National Forest, including the Emigrant Wilderness, which is located less than 0.5 mile southeast of the planning unit.

A prominent feature of the Kennedy Meadows Property is the Huckleberry Trail. This trail traverses the Kennedy Meadows Property, providing equestrian and hiking access to the Emigrant Wilderness. The entire length of the trail serves as a restricted access road. The road is occasionally utilized by PG&E for maintenance of its hydropower facilities, by the property lessee Kennedy Meadows Resort and Pack Station, a commercial recreational resort and pack station for operating purposes, by the U.S. Forest Service for trail maintenance, and by the California Department of Fish and Game for fish stocking.

Another prominent feature of the Kennedy Meadows Property is the Kennedy Meadows Resort and Pack Station. The resort contains approximately 27 buildings, including a lodge, saloon, cabins, and ancillary buildings. The pack station is a commercial operation that has been operated pursuant to a lease between the commercial operator and PG&E (or its predecessor in interest) on a seasonal basis since 1917.

### Spring Gap Trail

PG&E is the owner of approximately 158 acres of real property located southeast of Kennedy Meadows along the Middle Fork of the Stanislaus River south of Beardsley Reservoir commonly known as Spring Gap (the "Spring-Gap Property") and is more fully described in the Easement Deed for Trail attached herein as Attachment 5. U.S. Forest Service lands are to the east and west of the Spring-Gap Property. PG&E's Spring Gap hydroelectric powerhouse facilities occupy a small portion of the entire 158 acres.

The Spring Gap Powerhouse property contains a Powerhouse, penstock, electric substation and associated electric transmission lines. Approximately 10 acres of the property is used. The remainder of the property is unimproved, hilly and forested. The Middle Fork of the Stanislaus River bisects the property.

Spring Gap Powerhouse and Penstock, Spring Gap Substation and related electric transmission lines are the operational features occupying the Spring Gap property. PG&E's operational facilities will not be impacted by the Spring Gap trail that runs along the Middle Fork of the Stanislaus River.

The Spring Gap trail easement will be for the use of the general public to cross PG&E lands from and to adjacent U.S. Forest Service lands. This trail is primarily for fishermen travelling along the Middle Fork of the Stanislaus River. The U.S. Forest Service foot bridge crosses the river and is partially located on PG&E lands. This easement includes the area used for the footbridge.

### **(3) Intended Use of the Property:**

#### Kennedy Meadows – Huckleberry Trail

This easement is for the construction, reconstruction, maintenance and full, free and quiet use and enjoyment of a trail as it is constructed upon an existing road over and across the above described premises and generally along the center line description of the road as shown in Attachment 5. The width of the easement shall be thirty (30) feet, fifteen (15) feet on each side of the center line, or more if necessary to accommodate cuts and fills. The boundary lines of the easement shall be prolonged or shortened to begin and end on, and conform to, the Grantor's property lines. As further described in Attachment 5, the U.S. Forest Service and its assigns shall have the right to use the segments

of the easement for road purposes, including vehicular and foot access, for protection, administration and management of National Forest Lands.

#### Spring Gap Trail

This easement is for the construction, reconstruction, maintenance and full, free and quiet use and enjoyment of the existing trail as it is constructed over and across the above described premises and generally along the center line description of the trail as shown in Attachment 7. The width of the easement shall be five (5) feet, two and one-half feet (2 1/2) on each side of the center line, or more if necessary to accommodate cuts and fills. The boundary lines of the easement shall be prolonged or shortened to begin and end on, and conform to, the Grantor's property lines.

**(4) Complete Description of Financial Terms of the Proposed Transaction:**

The Huckleberry and Spring Gap Trail easements are a condition of the FERC license and PG&E will receive no payment for the easements.

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

Not applicable.

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

No PG&E property is being sold or disposed of because of this transaction. Therefore, no change in PG&E's rate base will result from approval of this Section 851 request. Granting these easements will neither interfere with PG&E's operations nor affect PG&E's ability to provide reliable service to its customers and the public at large.

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

Not applicable.

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

Not applicable.

**(9) For Fair Market Rental Value of the Easement or Right-of-Way and a Detailed Description of How the Fair Market Rental Value Was Determined:**

Not applicable.

**(10) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction<sup>2</sup>:**

Not applicable.

**(11) Sufficient Information and Documentation (Including Environmental Review Information) to Indicate that All Criteria Set Forth in Section II of Resolution ALJ-244 Are Satisfied:**

PG&E has provided information in this advice letter to meet the eligibility criteria under the Section 851 Expedited Advice Letter Pilot Program adopted under Resolution ALJ-244:

- Under the CEQA Checklist, the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency. The proposed transaction is “not a project” under the CEQA requirements provided in ALJ-244 and will not require CEQA review by the Commission. The U.S. Forest Service asserts that pursuant to 36 Code of Federal Regulations (CFR) Part 220.6(d)(6) an acquisition of land or an interest in land is categorically excluded from documentation in an environmental assessment or environmental impact statement and matters in this exclusion category do not require assembly of a project file or a decision memorandum.
- The proposed transaction will not have an adverse effect on the public interest because it will not interfere in any way with the operation of PG&E’s facilities, or with the provision of service to PG&E’s customers.
- The proposed transaction meets the financial threshold of \$5 million because the Huckleberry and Spring Gap Trail easements are a condition of the FERC license and no payment will be received for the easements.
- Finally, the transaction does not involve the transfer or change in ownership of facilities currently used in utility operations.

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<sup>2</sup> During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202, ALJ-244, and ALJ-277), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the \$5 million Advice Letter threshold by dividing what is a single asset with a value of more than \$5 million into component parts each valued at less than \$5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)

**(12) 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.

**(13) Environmental Information**

Pursuant to ALJ-244, the Advice Letter program applies to proposed transactions that: (a) will not require environmental review by the CPUC as a lead agency or responsible agency under CEQA either because a statutory or categorical exemption applies, or (b) because the transaction is not a project under CEQA.

**a. Exemption**

i. Has the proposed transaction been found exempt from CEQA by a government agency?

1. If yes, please attach notice of exemption. Please provide name of agency, date of Notice of Exemption, and State Clearinghouse number.

Not applicable.

2. If no, does the applicant contend that the project is exempt from CEQA? If yes, please identify the specific CEQA exemption or exemptions that apply to the transaction, citing to the applicable State CEQA Guideline(s) and/or Statute(s).

Not applicable.

**b. Not a "Project" Under CEQA**

i. If the transaction is not a "project" under CEQA, please explain why.

Under the CEQA Checklist, the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency. The proposed transaction is "not a project" under the CEQA requirements provided in ALJ-244 and will not require CEQA review by the Commission.

Pursuant to 36 Code of Federal Regulations (CFR) Part 220.6(d)(6) an acquisition of land or an interest in land is categorically excluded from documentation in an environmental assessment or environmental impact statement and matters in

this exclusion category do not require assembly of a project file or a decision memorandum.

### **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 **November 10, 2011**, which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division  
Attention: Tariff Unit, 4th Floor  
505 Van Ness Avenue  
San Francisco, CA 94102

Facsimile: (415) 703-2200  
E-mail: mas@cpuc.ca.gov and jnj@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:

Pacific Gas and Electric Company  
Attention: Brian Cherry  
Vice President, Regulation and Rates  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

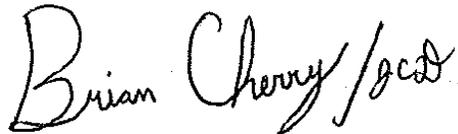
Facsimile: (415) 973-6520  
E-mail: PGETariffs@pge.com

### **Effective Date**

Pursuant to the review process outlined in Resolution ALJ-244, PG&E requests that this advice filing become effective as soon as possible. Pursuant to Provision VII.A.5 of the Section 851 Pilot Program Regulations (Resolution ALJ-244, Appendix A), PG&E submits this filing as a Tier 2 (meaning that it may be approved by the Executive Director of Energy Division Director) if unprotested, or as a Tier 3 (if protested).

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and Appendix A. Address change requests and electronic approvals should be directed to e-mail [PGETariffs@pge.com](mailto:PGETariffs@pge.com). Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

A handwritten signature in black ink that reads "Brian Cherry/gcd". The signature is written in a cursive style.

Vice President - Regulation and Rates

**Attachments**

Attachment 1-A: Kennedy Meadows Map  
Attachment 1-B: Spring Gap Map  
Attachment 2-A: Huckleberry Trail Map  
Attachment 2-B: Huckleberry Trail Photo  
Attachment 3-A: Spring Gap Trail Map  
Attachment 3-B: Spring Gap Trail Photo  
Attachment 4: Huckleberry Trail Easement  
Attachment 5: Spring Gap Trail Easement

\*\*\*\*\* SERVICE LIST Advice 3933-E \*\*\*\*\*  
APPENDIX A

Karen Clopton  
Administrative Law Judge Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-2008  
kvc@cpuc.ca.gov

Myra J. Prestidge  
Administrative Law Judge Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-2629  
tom@cpuc.ca.gov

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

Kenneth Lewis  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-1090  
kl1@cpuc.ca.gov

Julie Fitch  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 355-5552  
Jf2@cpuc.ca.gov

Brewster Fong  
Division of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703- 2187  
bfs@cpuc.ca.gov

Andrew Barnsdale  
Energy Division  
505 Van Ness Avenue  
San Francisco CA 94102 3298  
(415) 703-3221  
bca@cpuc.ca.gov

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

County of Tuolumne  
Community Development Department  
Attn: Bev Shane  
2 South Greet Street  
Sonora, CA 95370  
(209) 533-5633  
E-mail: BShane@co.tuolumne.ca.us

\*\*\*\*\* 3<sup>rd</sup> Party \*\*\*\*\*

United States Forest Service - Stanislaus National  
Forest  
Attention: Beth Martinez, Lands Officer  
19777 Greenley Road  
Sonora, CA 95370  
Telephone: (209) 532-3671 x320  
Facsimile: (209) 533-1890  
E-mail: bethmartinez@fs.fed.us

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Conor Doyle

Phone #: (415) 973-7817

E-mail: jcdt@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) #: **3933-E**

**Tier: 2**

Subject of AL: **Grant of Trail Easements to U.S. Forest Service in Tuolumne County – 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 #:

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

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

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

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

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

Resolution Required?  Yes  No

Requested effective date: **ASAP**

No. of tariff sheets: NA

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: NA

Service affected and changes proposed: NA

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

**CPUC, Energy Division**

**Tariff Files, Room 4005**

**DMS Branch**

**505 Van Ness Ave., San Francisco, CA 94102**

**jnj@cpuc.ca.gov and mas@cpuc.ca.gov**

**Pacific Gas and Electric Company**

**Attn: Brian K. Cherry, Vice President, Regulation and Rates**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

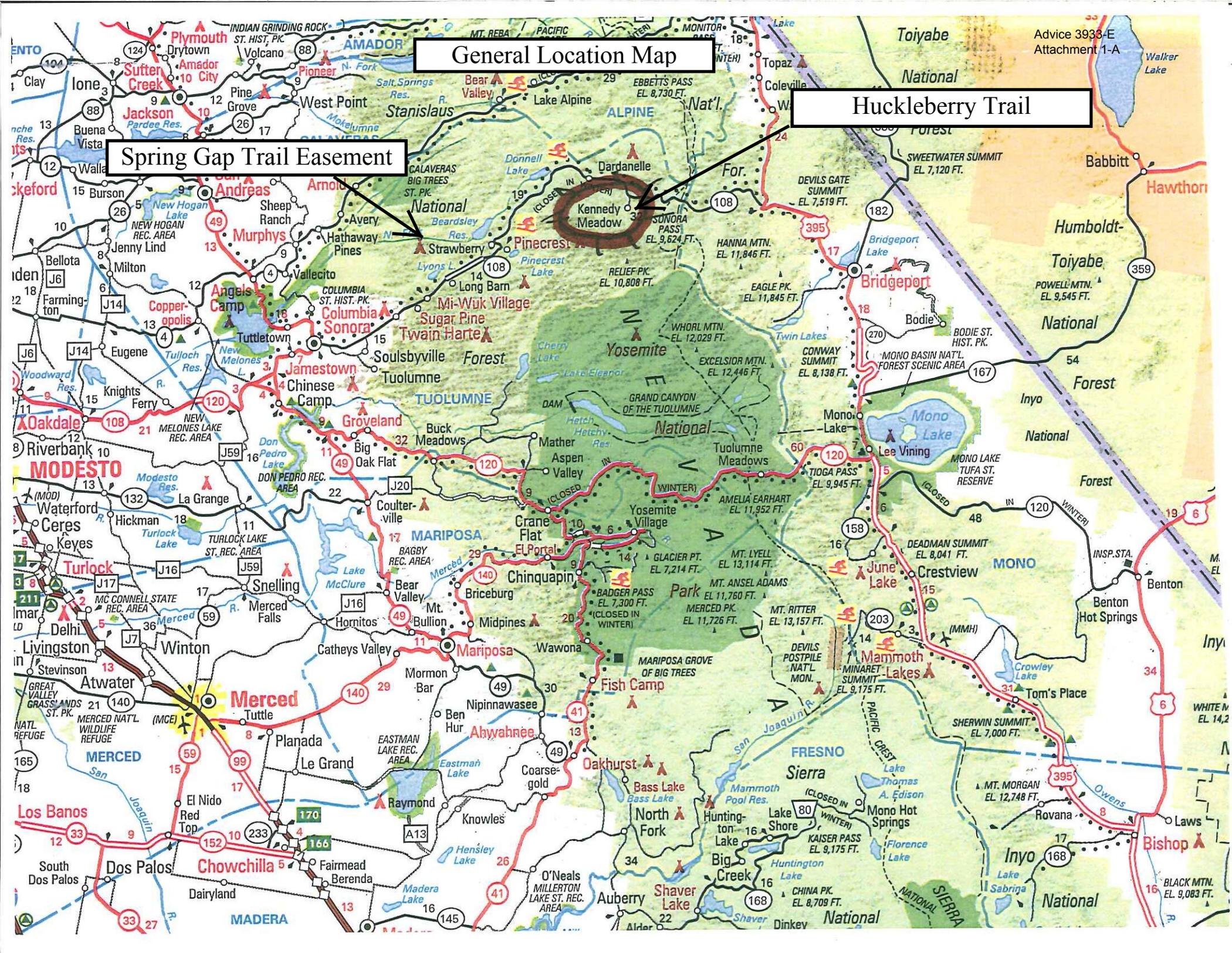
**E-mail: PGETariffs@pge.com**

**Attachment 1-A**  
**Kennedy Meadows Map**

# General Location Map

# Huckleberry Trail

# Spring Gap Trail Easement



Advice 3933-E  
Attachment 1-A

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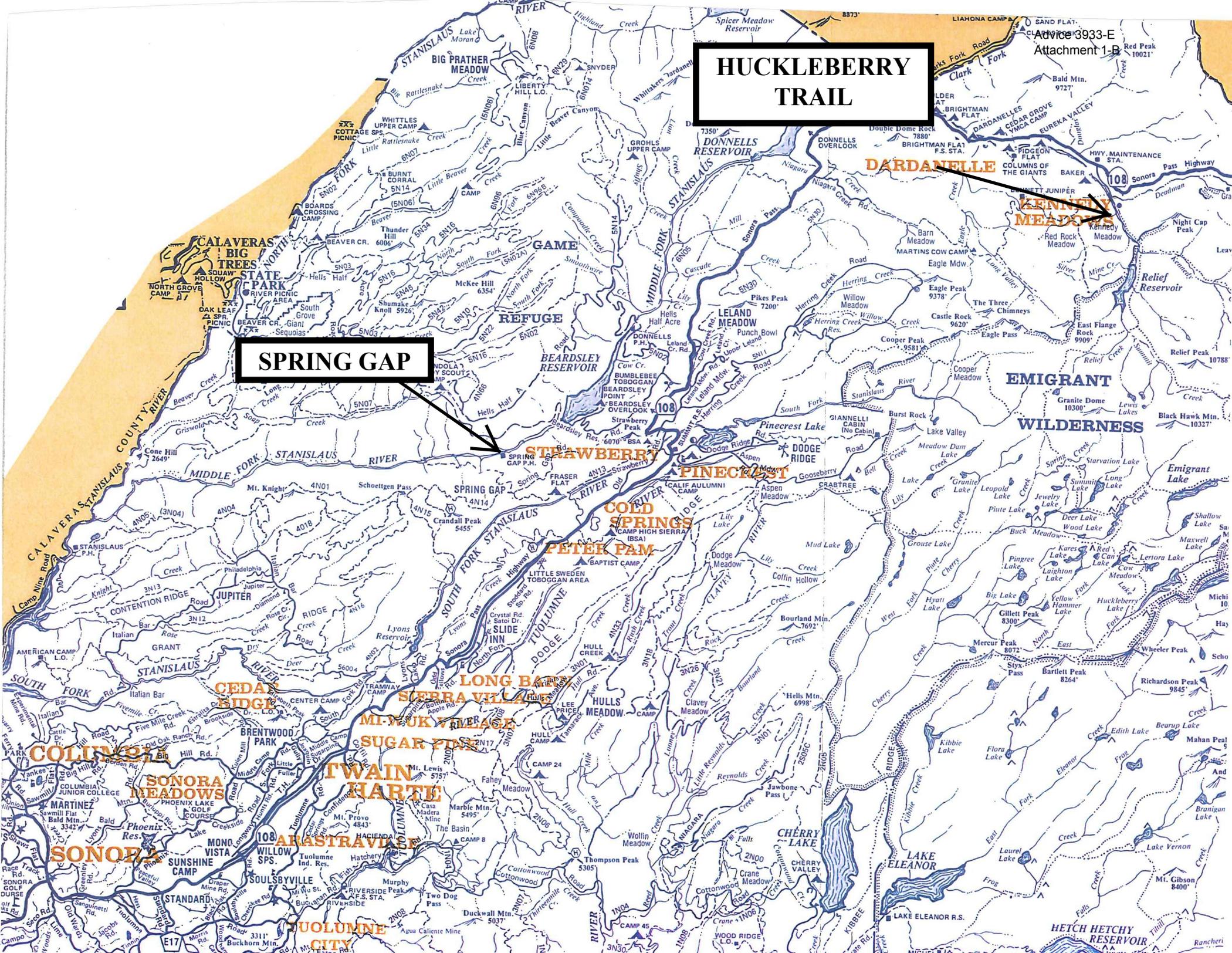
**Attachment 1-B**  
**Spring Gap Map**

# HUCKLEBERRY TRAIL

Advice 3933-E  
Attachment 1-B

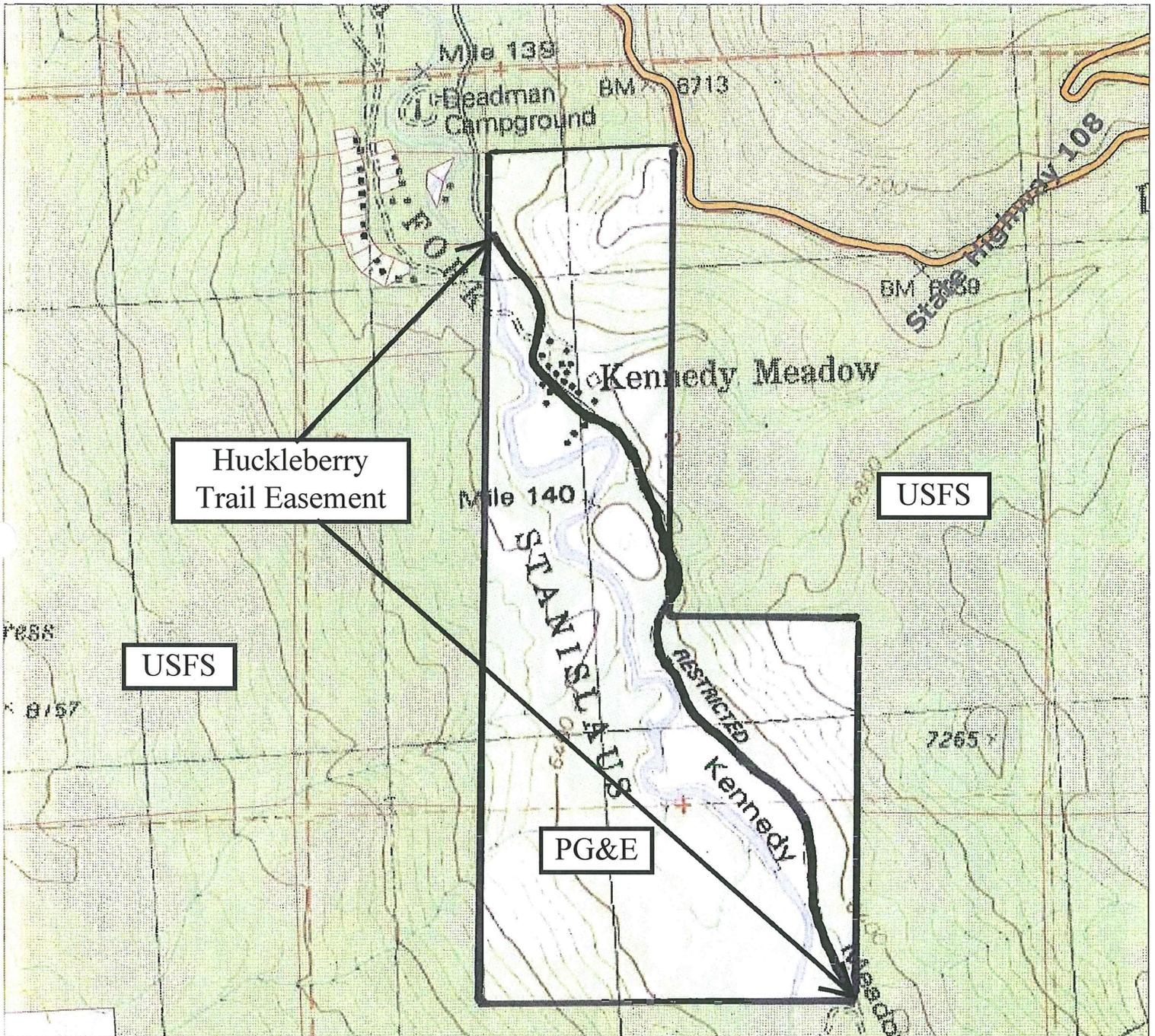
## SPRING GAP

## KENNEDY MEADOWS



**Attachment 2-A**  
**Huckleberry Trail Map**

# Huckleberry Trail Easement at Kennedy Meadows



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← Relief Res.

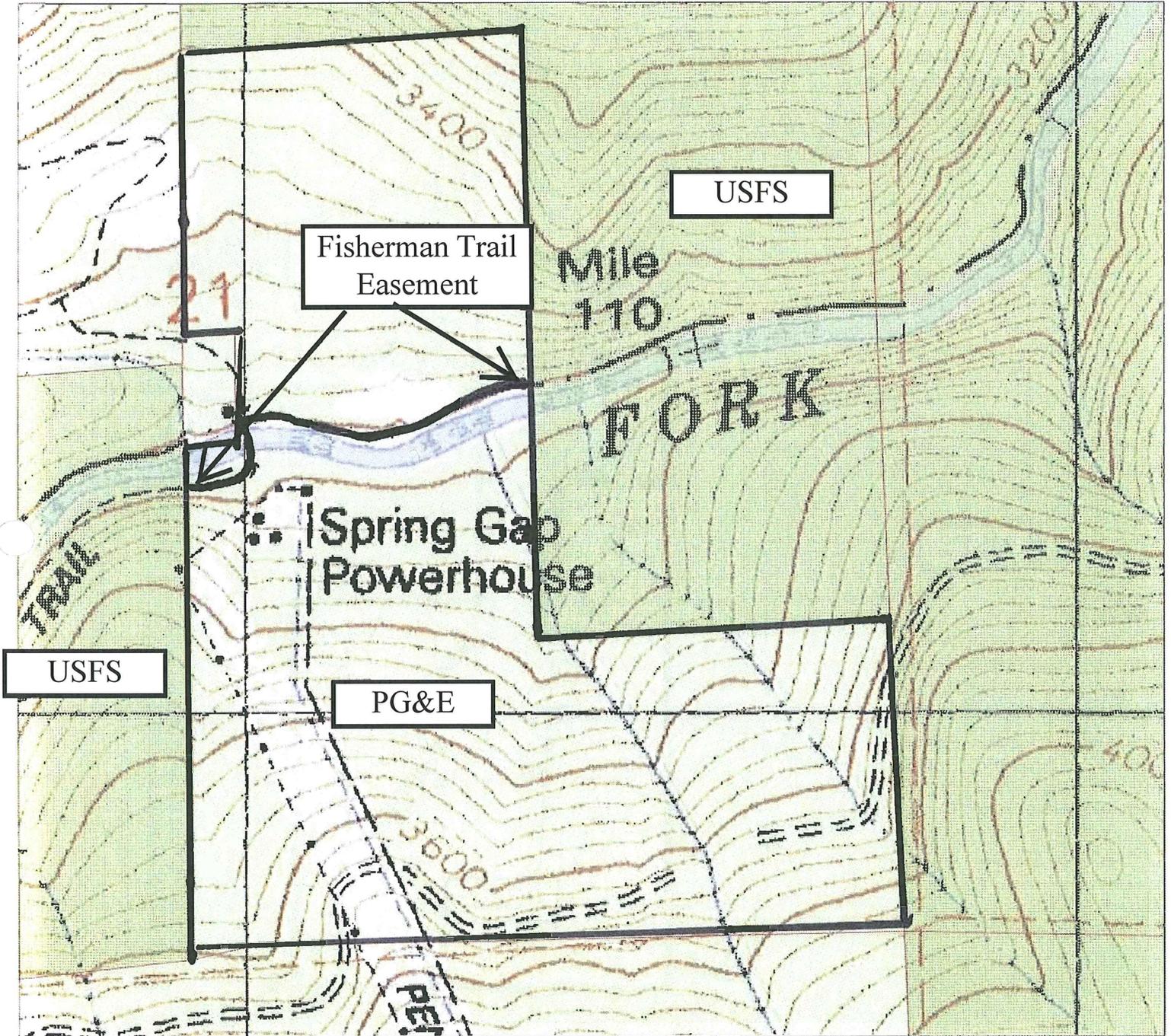
Advice 3933-E

**Attachment 2-B**  
**Huckleberry Trail Photo**



**Attachment 3-A**  
**Spring Gap Trail Map**

# Fisherman's Trail Easement at Spring Gap



**Attachment 3-B**  
**Spring Gap Trail Photo**



**Attachment 4**  
**Huckleberry Trail Easement**

Trail Easement to USFS (REV. 02/07)

RECORDING REQUESTED BY:

U.S. Department of Agriculture,  
Forest Service

WHEN RECORDED MAIL TO:

**USDA Forest Service  
Regional Land Adjustment Team, North Zone  
Redwood Sciences Laboratory  
1700 Bayview Drive Arcata, CA 95521**

REAL PROPERTY TRANSFER TAX \$ EXEMPT

Declared: Susan Skalski, Forest Supervisor  
By and For: USDA Forest Service

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2105-20-0058 - Huckleberry Trail

**EASEMENT DEED**

APN: 021-020-02-00

EASEMENT DEED FOR TRAIL

PACIFIC GAS AND ELECTRIC COMPANY, a corporation of the State of California, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt whereof is hereby duly acknowledged, does hereby grant unto the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as "Grantee", a non-exclusive easement for a trail over the parcel of land situate in the county of Tuolumne, state of California, described as follows:

All that certain parcel of land situate in Section 2 and Section 11, Township 5 North, Range 20 East, Mount Diablo Base and Meridian, as recorded in Book 57, Page 574 of Deeds of the County of Tuolumne, State of California, particularly described therein as follows:

The Southwest one-quarter of Southeast one-quarter, Southeast one-quarter of the Southwest one-quarter, Southeast one-quarter of Northwest one-quarter, and Northeast one-quarter of Southwest one-quarter, all of said Section 2; and the Northwest one-quarter of Northeast one-quarter and the Northeast one-quarter of Northwest one-quarter, all of said Section 11. (APN 021-020-02-00)

The said easement hereby granted is for the construction, reconstruction, maintenance and full, free and quiet use and enjoyment of a trail as it is constructed upon an existing road over and across the above described premises and generally along the center line description of the road as shown on EXHIBIT "A", hereinafter referred to as "Easement", attached hereto and made a part hereof.

The width of said Easement shall be thirty (30) feet, fifteen (15) feet on each side of the center line, or more if necessary to accommodate cuts and fills. The boundary lines of said Easement shall be prolonged or shortened to begin and end on, and conform to, the Grantor's property lines.

The acquiring agency is the Forest Service, Department of Agriculture.

Grantor reserves unto itself, its successors and assigns all timber on said Easement, provided that the Grantee or its assigns shall have the right to cut such timber upon the Easement to the extent necessary for reconstruction or betterment of said trail, which timber unless otherwise agreed, shall be cut into logs of standard lengths and decked along the easement for disposal by the Grantor. Grantor further reserves the right to grow and harvest future forest crops on portions of the Easement not actually used for trail purposes.

Grantor reserves unto itself, its successors and assigns the right to cross and recross the Easement at any point and for any purpose in such a manner as will not materially interfere with Grantee's use of said trail.

Grantor reserves the right to install, maintain and use within, on, across and along said Easement such underground pipelines, conduits, aqueducts for any and all purposes, and underground and overhead electric and communication lines, as it shall from time to time deem necessary in the conduct of its business, but only in locations that will not unreasonably interfere with the use of said Easement for trail purposes; PROVIDED that the Grantor will restore said trail to its condition just prior to the installation and maintenance of the underground pipelines, conduits, aqueduct, or underground and overhead electric and communication lines.

Grantor reserves unto itself, its successors and assigns the right to use the portions of said Easement used for trail purposes in such a manner as not to unreasonably interfere with the use of said trail by the Grantee, or its authorized users, or cause substantial injury thereto.

Grantee and its assigns shall have the right to use the segments of said Easement for road purposes, including vehicular and foot access, for protection, administration and management of National Forest Lands. Use of said Easement for road purposes shall be limited to administrative, construction and maintenance activities. Grantee shall have the right to authorize use of the trail by the general public for access to National Forest System lands by foot, bicycle, or equestrian means.

Grantee, in the use of the Easement hereby granted, shall take all reasonable precautions to prevent unusual soil erosion on Grantor's land. All spoil resulting from the construction and maintenance of said trails on Grantor's land shall be disposed of so as not to find its way into any stream or to unreasonably damage Grantor's land.

Grantee shall be responsible for the repair and replacement of any existing facilities or improvements within said Easement which are damaged during any use or maintenance Grantee performs within said Easement.

Grantee acknowledges that Grantor may have previously granted, and may in the future grant, certain rights in and across this Easement to others including but not limited to a Conservation Easement, and the use of the word "grant" in this Easement Deed shall not be construed as a warranty or covenant by Grantor that there are no such other rights.

Grantee further acknowledges and agrees that Grantor may in the future convey fee title to the land subject to this Easement to one or more public agencies or qualified non-profit conservation organizations ("Successor Owner"), including, but not limited to, the County of Tuolumne. In connection with such conveyance, Grantor shall reserve (and hereby reserves) a non-exclusive easement for the continued use of the Easement for trail and road purposes. All references in this Easement to "Grantor" shall be deemed to include Successor Owner from and after the date Successor Owner becomes the owner of fee title to the land subject to this Easement. If Grantor shall sell, convey or otherwise transfer fee title to the land subject to this Easement, Grantor shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of Grantor hereunder, accruing from or after the date of such sale, conveyance or transfer, and Grantee shall look solely to the transferee or transferees for performance of the obligations of Grantor hereunder.

Without limiting Grantee's obligations hereunder, Grantee further acknowledges and agrees that Grantee has no ownership interest in the Deadman Creek bridge located within the Easement.

The foregoing grant is made subject to all liens and encumbrances which may affect the strip of land within the said Easement, and the word "grant" as used herein shall not be deemed to be a covenant against the existence of any thereof.

This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that Grantor makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against Grantor 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 Approval Letter dated \_\_\_\_\_, for Advice Letter No. \_\_\_\_\_ effective \_\_\_\_\_, in like manner as though said provisions were set forth in full herein.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, said trail, or any segment thereof, or if at any time the Grantee's Regional Forester determines that said trail, or any segment thereof, is no longer needed, the Easement traversed thereby shall terminate. In the event of such nonuse or such determination by the Grantee's Regional Forester, the Grantee's Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

The provisions hereof shall inure to the benefit of and bind the UNITED STATES OF AMERICA and its assigns, and PACIFIC GAS AND ELECTRIC COMPANY and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Grantor:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Marvin Penner  
Its: Manager, Land Management  
Land & Environmental Management

PG&E Administrative Information

Area 5

Sacramento Land Service Office

Hydro

T. 5N., R.20E., M.D.M.

Sec. 2, SW ¼ of SE ¼, SE ¼ of SW ¼, SE ¼ of NW ¼, NE ¼ of SW ¼

Sec. 11, NW ¼ of NE ¼, NE ¼ of NW ¼

FERC License Number(s): 2130

PG&E Drawing Number(s): SL-1047

LD of any affected documents: GT-0055 (and lands described in 2105-20-0021)

LD of any Cross-referenced documents: 2105-20-0047, 0049, 0053, 0054 and 0055

TYPE OF INTEREST: 11c, 24

SBE Parcel Number: 145-55-001, parcel 7

Order # or PM #: 8094706

JCN: 06-10-066

County: Tuolumne

Utility Notice Numbers:

851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_

Prepared By: cxak

Checked By: mjha/nor1

Revision Number: 7 – 8-1-11

**This deed is correct as to consideration, description and conditions.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
James R. Webb  
Lands Specialist  
Regional Land Adjustment Team

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in the real property conveyed by the attached Grant Deed in favor of the UNITED STATES OF AMERICA, is hereby accepted by the undersigned officer on behalf of the United States of America pursuant to authority granted by the Federal Land Policy and Management Act of October 21, 1976 ("FLPMA," 43 USC 1701), as amended, and the Grantee consents to the recordation thereof.

Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
SUSAN SKALSKI  
Forest Supervisor  
Stanislaus National Forest

T. 5 N., R. 20 E., M.D.M.  
NW 1/4 SEC. 2

U.S.A.  
APN 021-030-05-00  
RS-35-93

U.S.A.  
APN 021-020-38-00  
RS-35-93

U.S.A.  
APN 021-040-11-00  
RS-35-93

**R/S 35-93**

CALCULATED POSITION OF  
NW 1/16 SEC. 2  
(LIES IN RIVER)

EASTERLY WITNESS CORNER  
FOR NW 1/16 SEC. 2  
PER 35 ROS 93  
FD ALUM DISK - 8020

SOUTHERLY WITNESS CORNER  
FOR NW 1/16 SEC. 2  
PER 35 ROS 93  
FD ALUM DISK - 8021

S87°43'24"E  
1307.29

WEST LINE, SE 1/4 OF  
NW 1/4 SEC. 2

N 1°49'6" E 1357.86

STANISLAUS  
RIVER  
BRIDGE

PACIFIC GAS & ELECTRIC  
SBE 145-55-1-7  
APN 021-020-02-00, DESCRIBED AS:  
SW 1/4 OF SE 1/4 & SE 1/4 OF SW 1/4 &  
SE 1/4 OF NW 1/4 & NE 1/4 OF SW 1/4,  
ALL OF SEC. 2 &  
NW 1/4 OF NE 1/4 & NE 1/4 OF NW 1/4,  
ALL OF SEC. 11

DEADMAN CREEK  
BRIDGE

CABIN

LODGE

SALOON

CONTROL				
8020	2301883.78	6777468.24	6295.06	FD ALUM DISK
8021	2301829.24	6777364.32	6270.28	FD ALUM DISK

Line Table			
Name	Length	Direction	
L1	105.21	S 33°55'00" E	
L2	22.00	S 42°49'00" E	
L3	29.00	S 30°35'00" E	
L4	149.98	S 22°22'00" E	
L5	80.00	S 17°26'00" W	
L6	66.00	S 6°56'00" E	
L7	47.00	S 32°09'00" E	
L8	100.00	S 67°05'00" E	

Curve Table				
Name	Delta	Radius	Arc Len	
C1	8°54'00"	275.00	42.72	
C2	12°14'00"	415.00	88.61	
C3	8°13'00"	215.00	30.83	
C4	39°48'00"	130.00	90.30	
C5	24°22'00"	335.00	142.47	
C6	25°13'00"	350.00	154.04	
C7	34°56'00"	475.00	289.61	

NOTES

1. BEARINGS ARE BASED ON THE LINE BETWEEN THE CENTER SOUTH 1/16 CORNER OF SEC. 2, T. 5 N., R. 20 E., M.D.M., AND EASTERLY WITNESS CORNER USED TO REESTABLISH THE POSITION OF THE WEST 1/16 CORNER ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 2, AS SHOWN UPON 35 ROS 93, TUOLUMNE COUNTY RECORDS. SAID LINE BEARS NORTH 14°48'59" WEST.
2. DISTANCES ARE IN U.S. SURVEY FEET. PROPERTY LINE DISTANCES ARE TAKEN FROM 35 ROS 93, TUOLUMNE COUNTY RECORDS.
3. - - - - - = CENTERLINE OF EXISTING ROAD AND 30 FT. WIDE TRAIL EASEMENT.

Match Line Sh. 2

0 200 400



1 INCH = 200 FEET

AUTHORIZATION  
8094706

BY E. KIEL  
DR K. POYTHRESS  
CH R. WONG  
O.K. S. WILSON  
DATE 7/12/2011

**EXHIBIT "A"**

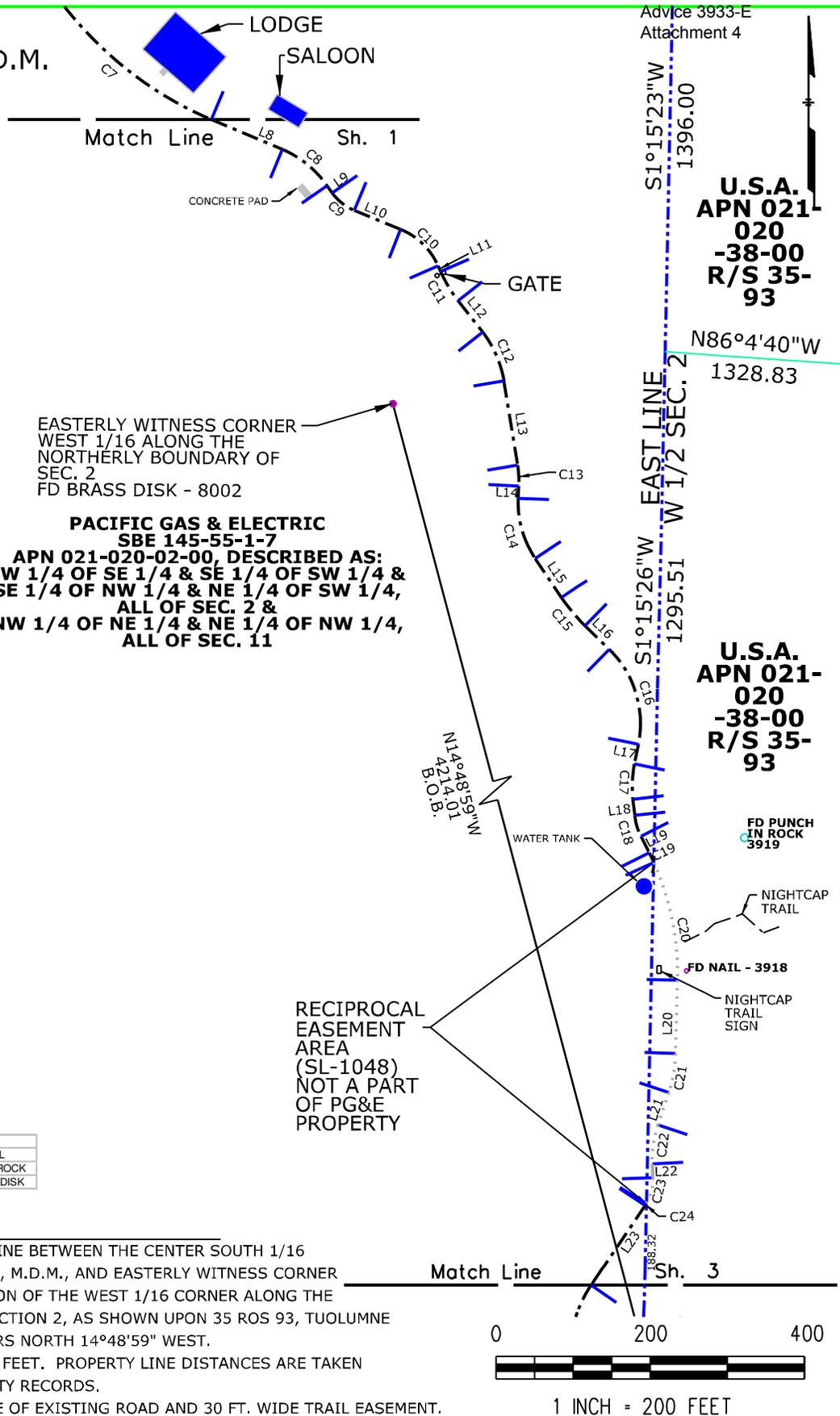
KENNEDY MEADOWS  
PG&E EASEMENT TO  
UNITED STATES OF AMERICA  
FOR HUCKLEBERRY TRAIL  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



JCN	06-10-066		
AREA	NORTH VALLEY		
COUNTY	TUOLUMNE		
SCALE	1 IN = 200 FT		
SHEET NO.	1	OF	4
DRAWING NUMBER	SL-1042		
CHANGE			

T. 5 N., R. 20 E., M.D.M.  
W 1/2 SEC. 2

Advice 3933-E  
Attachment 4



**U.S.A.**  
**APN 021-020-38-00**  
**R/S 35-93**

N86°4'40"W  
1328.83

**U.S.A.**  
**APN 021-020-38-00**  
**R/S 35-93**

EASTERLY WITNESS CORNER  
WEST 1/16 ALONG THE  
NORTHERLY BOUNDARY OF  
SEC. 2  
FD BRASS DISK - 8002

**PACIFIC GAS & ELECTRIC**  
**SBE 145-55-1-7**  
**APN 021-020-02-00, DESCRIBED AS:**  
**SW 1/4 OF SE 1/4 & SE 1/4 OF SW 1/4 &**  
**SE 1/4 OF NW 1/4 & NE 1/4 OF SW 1/4,**  
**ALL OF SEC. 2 &**  
**NW 1/4 OF NE 1/4 & NE 1/4 OF NW 1/4,**  
**ALL OF SEC. 11**

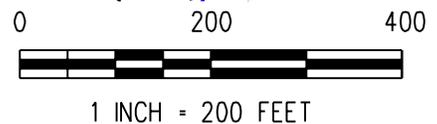
Line Table	Name	Length	Direction
L8	100.00	S 67°05'00" E	
L9	11.00	S 34°48'00" E	
L10	65.00	S 67°55'00" E	
L11	8.00	S 23°44'00" E	
L12	52.00	S 37°52'00" E	
L13	111.00	S 9°16'00" E	
L14	16.00	S 2°37'00" W	
L15	61.00	S 33°53'00" E	
L16	44.00	S 45°44'00" E	
L17	26.00	S 11°24'00" W	
L18	21.00	S 6°13'00" E	
L19	24.00	S 26°35'00" E	
L20	95.00	S 1°31'00" W	
L21	44.00	S 18°34'00" W	
L22	18.00	S 2°30'00" E	
L23	125.00	S 34°07'00" W	

Curve Table	Name	Delta	Radius	Arc Len
C7	34°56'00"	475.00	289.61	
C8	32°17'00"	135.00	76.07	
C9	33°07'00"	65.00	37.57	
C10	44°11'00"	90.00	69.40	
C11	14°08'00"	180.00	44.40	
C12	28°36'00"	140.00	69.88	
C13	11°53'00"	130.00	26.96	
C14	36°30'00"	130.00	82.82	
C15	11°51'00"	230.00	47.57	
C16	57°08'00"	135.00	134.62	
C17	17°37'00"	150.00	46.12	
C18	20°22'00"	80.00	28.44	
C19	2°18'07"	350.00	14.06	
C20	25°47'53"	350.00	157.59	
C21	17°03'00"	175.00	52.08	
C22	21°04'00"	140.00	51.48	
C23	33°42'58"	60.00	35.31	
C24	2°54'02"	60.00	3.04	

CONTROL	3918	2299645.26	6778687.08	6391.66	FD 60D NAIL
3919	2299818.69	6778761.34	6411.85	PUNCH IN ROCK	
8002	2303219.3	6777524.8	6320.4	FD BRASS DISK	

**NOTES**

- BEARINGS ARE BASED ON THE LINE BETWEEN THE CENTER SOUTH 1/16 CORNER OF SEC. 2, T. 5 N., R. 20 E., M.D.M., AND EASTERLY WITNESS CORNER USED TO REESTABLISH THE POSITION OF THE WEST 1/16 CORNER ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 2, AS SHOWN UPON 35 ROS 93, TUOLUMNE COUNTY RECORDS. SAID LINE BEARS NORTH 14°48'59" WEST.
- DISTANCES ARE IN U.S. SURVEY FEET. PROPERTY LINE DISTANCES ARE TAKEN FROM 35 ROS 93, TUOLUMNE COUNTY RECORDS.
- = CENTERLINE OF EXISTING ROAD AND 30 FT. WIDE TRAIL EASEMENT.



AUTHORIZATION 8094706	
BY	E. KIEL
DR	K. POYTHRESS
CH	R. WONG
O.K.	S. WILSON
DATE 7/12/2011	

**EXHIBIT "A"**  
**KENNEDY MEADOWS**  
**PG&E EASEMENT TO**  
**UNITED STATES OF AMERICA**  
**FOR HUCKLEBERRY TRAIL**  
**PACIFIC GAS AND ELECTRIC COMPANY**  
San Francisco California

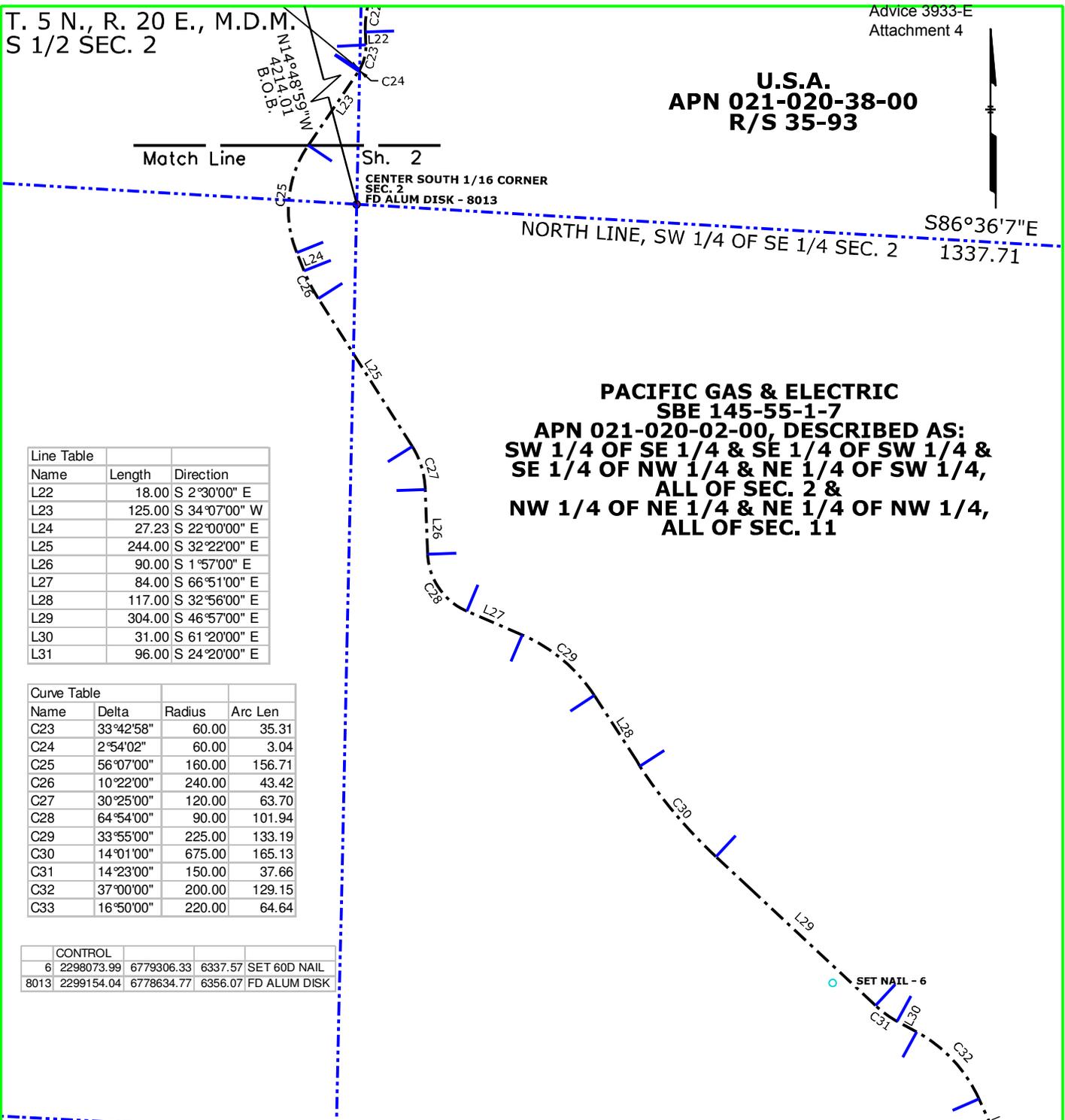


JCN	06-10-066
AREA	NORTH VALLEY
COUNTY	TUOLUMNE
SCALE	1 IN = 200 FT
SHEET NO.	2 OF 4
DRAWING NUMBER	SL-1042
CHANGE	

T. 5 N., R. 20 E., M.D.M.  
S 1/2 SEC. 2

Advice 3933-E  
Attachment 4

**U.S.A.**  
**APN 021-020-38-00**  
**R/S 35-93**



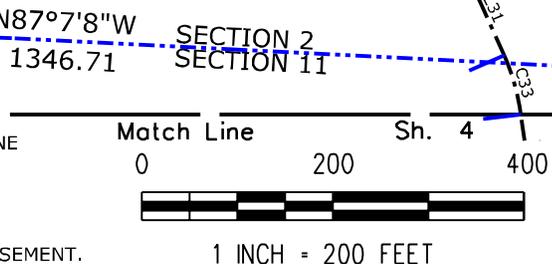
Line Table		
Name	Length	Direction
L22	18.00	S 2°30'00" E
L23	125.00	S 34°07'00" W
L24	27.23	S 22°00'00" E
L25	244.00	S 32°22'00" E
L26	90.00	S 1°57'00" E
L27	84.00	S 66°51'00" E
L28	117.00	S 32°56'00" E
L29	304.00	S 46°57'00" E
L30	31.00	S 61°20'00" E
L31	96.00	S 24°20'00" E

Curve Table			
Name	Delta	Radius	Arc Len
C23	33°42'58"	60.00	35.31
C24	2°54'02"	60.00	3.04
C25	56°07'00"	160.00	156.71
C26	10°22'00"	240.00	43.42
C27	30°25'00"	120.00	63.70
C28	64°54'00"	90.00	101.94
C29	33°55'00"	225.00	133.19
C30	14°01'00"	675.00	165.13
C31	14°23'00"	150.00	37.66
C32	37°00'00"	200.00	129.15
C33	16°50'00"	220.00	64.64

CONTROL			
6	2298073.99	6779306.33	6337.57 SET 60D NAIL
8013	2299154.04	6778634.77	6356.07 FD ALUM DISK

**NOTES**

- BEARINGS ARE BASED ON THE LINE BETWEEN THE CENTER SOUTH 1/16 CORNER OF SEC. 2, T. 5 N., R. 20 E., M.D.M., AND EASTERLY WITNESS CORNER USED TO REESTABLISH THE POSITION OF THE WEST 1/16 CORNER ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 2, AS SHOWN UPON 35 ROS 93, TUOLUMNE COUNTY RECORDS. SAID LINE BEARS NORTH 14°48'59" WEST.
- DISTANCES ARE IN U.S. SURVEY FEET. PROPERTY LINE DISTANCES ARE TAKEN FROM 35 ROS 93, TUOLUMNE COUNTY RECORDS.
- = CENTERLINE OF EXISTING ROAD AND 30 FT. WIDE TRAIL EASEMENT.



AUTHORIZATION  
8094706

BY E. KIEL  
DR K. POYTHRESS  
CH R. WONG  
O.K. S. WILSON  
DATE 7/12/2011

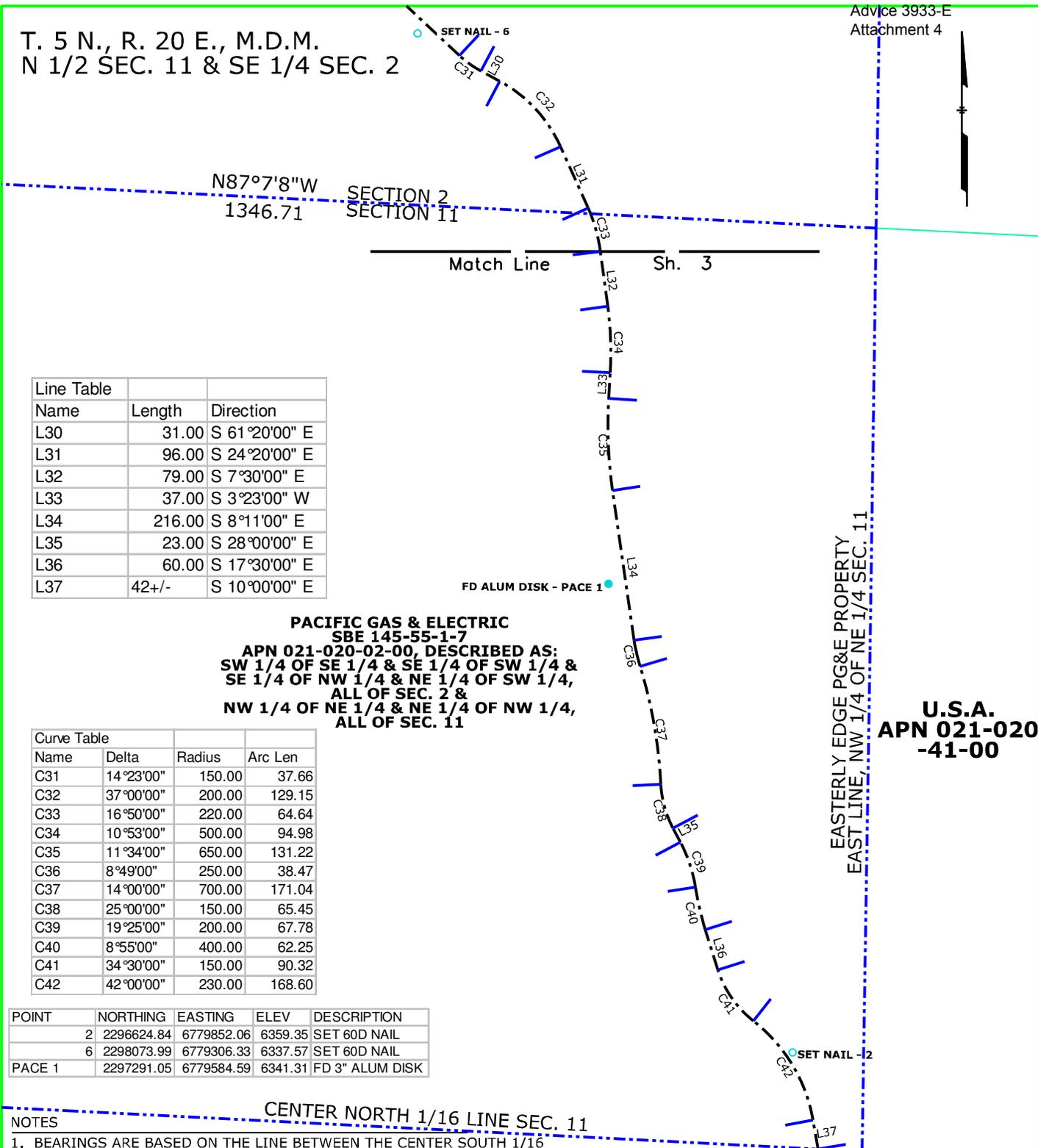
**EXHIBIT "A"**  
KENNEDY MEADOWS  
PG&E EASEMENT TO  
UNITED STATES OF AMERICA  
FOR HUCKLEBERRY TRAIL  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



JCN 06-10-066  
AREA NORTH VALLEY  
COUNTY TUOLUMNE  
SCALE 1 IN = 200 FT

SHEET NO. 3 OF 4  
DRAWING NUMBER SL-1042  
CHANGE

T. 5 N., R. 20 E., M.D.M.  
N 1/2 SEC. 11 & SE 1/4 SEC. 2



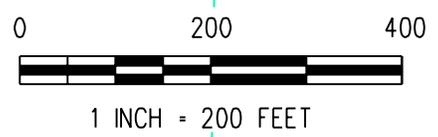
Line Table		
Name	Length	Direction
L30	31.00	S 61°20'00" E
L31	96.00	S 24°20'00" E
L32	79.00	S 7°30'00" E
L33	37.00	S 3°23'00" W
L34	216.00	S 8°11'00" E
L35	23.00	S 28°00'00" E
L36	60.00	S 17°30'00" E
L37	42+/-	S 10°00'00" E

**PACIFIC GAS & ELECTRIC**  
SBE 145-55-1-7  
APN 021-020-02-00, DESCRIBED AS:  
SW 1/4 OF SE 1/4 & SE 1/4 OF SW 1/4 &  
SE 1/4 OF NW 1/4 & NE 1/4 OF SW 1/4,  
ALL OF SEC. 2 &  
NW 1/4 OF NE 1/4 & NE 1/4 OF NW 1/4,  
ALL OF SEC. 11

Curve Table			
Name	Delta	Radius	Arc Len
C31	14°23'00"	150.00	37.66
C32	37°00'00"	200.00	129.15
C33	16°50'00"	220.00	64.64
C34	10°53'00"	500.00	94.98
C35	11°34'00"	650.00	131.22
C36	8°49'00"	250.00	38.47
C37	14°00'00"	700.00	171.04
C38	25°00'00"	150.00	65.45
C39	19°25'00"	200.00	67.78
C40	8°55'00"	400.00	62.25
C41	34°30'00"	150.00	90.32
C42	42°00'00"	230.00	168.60

POINT	NORTHING	EASTING	ELEV	DESCRIPTION
2	2296624.84	6779852.06	6359.35	SET 60D NAIL
6	2298073.99	6779306.33	6337.57	SET 60D NAIL
PACE 1	2297291.05	6779584.59	6341.31	FD 3" ALUM DISK

- NOTES
- BEARINGS ARE BASED ON THE LINE BETWEEN THE CENTER SOUTH 1/16 CORNER OF SEC. 2, T. 5 N., R. 20 E., M.D.M., AND EASTERLY WITNESS CORNER USED TO REESTABLISH THE POSITION OF THE WEST 1/16 CORNER ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 2, AS SHOWN UPON 35 ROS 93, TUOLUMNE COUNTY RECORDS. SAID LINE BEARS NORTH 14°48'59" WEST.
  - DISTANCES ARE IN U.S. SURVEY FEET. PROPERTY LINE DISTANCES ARE TAKEN FROM 35 ROS 93, TUOLUMNE COUNTY RECORDS.
  - = CENTERLINE OF EXISTING ROAD AND 30 FT. WIDE TRAIL EASEMENT.



AUTHORIZATION  
8094706

BY E. KIEL  
DR K. POYTHRESS  
CH R. WONG  
O.K. S. WILSON  
DATE 7/12/2011

**EXHIBIT "A"**  
KENNEDY MEADOWS  
PG&E EASEMENT TO  
UNITED STATES OF AMERICA  
FOR HUCKLEBERRY TRAIL  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



JCN 06-10-066  
AREA NORTH VALLEY  
COUNTY TUOLUMNE  
SCALE 1 IN = 200 FT

SHEET NO. 4 OF 4  
DRAWING NUMBER SL-1042  
CHANGE

**Attachment 5**  
**Spring Gap Trail Easement**

Trail Easement to USFS (REV. 02/07)

RECORDING REQUESTED BY:

U.S. Department of Agriculture,  
Forest Service

WHEN RECORDED MAIL TO:

**USDA Forest Service  
Regional Land Adjustment Team, North Zone  
Redwood Sciences Laboratory  
1700 Bayview Drive Arcata, CA 95521**

REAL PROPERTY TRANSFER TAX \$ EXEMPT

Declared: Susan Skalski, Forest Supervisor

By and For: USDA Forest Service

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2104-17-0132 –Spring Gap Trail

EASEMENT DEED

No APN

EASEMENT DEED FOR TRAIL

PACIFIC GAS AND ELECTRIC COMPANY, a corporation of the State of California, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt whereof is hereby duly acknowledged, does hereby grant unto the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as "Grantee", a non-exclusive easement for a trail over the parcel of land situate in the county of Tuolumne, state of California, described as follows:

All that certain parcel of land situate in Section 21, Township 4 North, Range 17 East, Mount Diablo Base and Meridian, as recorded in Book A, Volume 83, Page 27 of Deeds of the County of Tuolumne, State of California, particularly described therein as follows:

The South one-half of Southeast one-quarter, Northwest one-quarter of Southeast one-quarter, and the Southwest one-quarter of Northeast one-quarter, all of said Section 21.

LESS AND EXCEPT all that certain parcel in the Northwest one-quarter of Southeast one-quarter and the Southwest one-quarter of Northeast one-quarter of said Section 21, particularly described as follows:

Commencing at the Northwest corner of the Northwest one-quarter of Southeast one-quarter of said Section 21; thence South 320 feet, more or less, along the Westerly line of the said Northwest one-quarter of Southeast one-quarter to the centerline of the South Fork of the Stanislaus River and the true point of beginning; thence North 418 feet along said Westerly line; thence South at right angles to said Westerly line East 209 feet: thence

parallel to said Westerly line 418 feet, more or less, to the centerline of said Stanislaus River; thence along the centerline of said Stanislaus River West 209 feet, more or less, to the point of beginning.

The said easement hereby granted is for the construction, reconstruction, maintenance and full, free and quiet use and enjoyment of the existing trail as it is constructed over and across the above described premises and generally along the center line description of the trail as shown on EXHIBIT "A", hereinafter referred to as "Easement", attached hereto and made a part hereof.

The width of said Easement shall be five (5) feet, two and one-half feet (2 1/2) feet on each side of the center line, or more if necessary to accommodate cuts and fills. The boundary lines of said Easement shall be prolonged or shortened to begin and end on, and conform to, the Grantor's property lines.

The acquiring agency is the Forest Service, Department of Agriculture.

Grantor reserves unto itself, its successors and assigns all timber on said Easement, provided that the Grantee or its assigns shall have the right to cut such timber upon the Easement to the extent necessary for reconstruction or betterment of said trail, which timber unless otherwise agreed, shall be cut into logs of standard lengths and decked along the easement for disposal by the Grantor. Grantor further reserves the right to grow and harvest future forest crops on portions of the Easement not actually used for trail purposes.

Grantor reserves unto itself, its successors and assigns the right to cross and recross the Easement at any point and for any purpose in such a manner as will not materially interfere with Grantee's use of said trail.

Grantor reserves the right to install, maintain and use within, on, across and along said Easement such underground pipelines, conduits, aqueducts for any and all purposes, and underground and overhead electric and communication lines, as it shall from time to time deem necessary in the conduct of its business, but only in locations that will not unreasonably interfere with the use of said Easement for trail purposes; PROVIDED that the Grantor will restore said trail to its condition just prior to the installation and maintenance of the underground pipelines, conduits, aqueduct, or underground and overhead electric and communication lines.

Grantor reserves unto itself, its successors and assigns the right to use the portions of said Easement used for trail purposes in such a manner as not to unreasonably interfere with the use of said trail by the Grantee, or its authorized users, or cause substantial injury thereto.

Grantee, in the use of the Easement hereby granted, shall take all reasonable precautions to prevent unusual soil erosion on Grantor's land. All spoil resulting from the construction and maintenance of said trails on Grantor's land shall be disposed of so as not to find its way into any stream or to unreasonably damage Grantor's land.

Grantee shall have the right to authorize use of the trail by the general public for access to National Forest System lands by foot, bicycle, or equestrian means.

Grantee acknowledges the right of Grantor, its successors and assigns, to use said trail for FERC Project No. 2130 purposes; and to use said trail whenever in the interest of its service to the public it shall be deemed necessary so to do.

Grantee's use of said trail shall not endanger health, create a nuisance or otherwise be incompatible with overall project recreational use, in accordance with paragraph (c) of the Commission's Order 313 issued December 27, 1965 (34 FPC 1546, 1549-50).

Grantee shall be responsible for the repair and replacement of any existing facilities or improvements within said Easement which are damaged during any use or maintenance Grantee performs within said Easement.

Grantee acknowledges that Grantor may have previously granted, and may in the future grant, certain rights in and across this Easement to others including but not limited to a Conservation Easement, and the use of the word "grant" in this Easement Deed shall not be construed as a warranty or covenant by Grantor that there are no such other rights.

The foregoing grant is made subject to all liens and encumbrances which may affect the strip of land within the said Easement, and the word "grant" as used herein shall not be deemed to be a covenant against the existence of any thereof..

This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that Grantor makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against Grantor 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 Approval Letter dated \_\_\_\_\_, for Advice Letter No. \_\_\_\_\_ effective \_\_\_\_\_, in like manner as though said provisions were set forth in full herein.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, said trail, or any segment thereof, or if at any time the Grantee's Regional Forester determines that said trail, or any segment thereof, is no longer needed, the Easement traversed thereby shall terminate. In the event of such nonuse or such determination by the Grantee's Regional Forester, the Grantee's Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

The provisions hereof shall inure to the benefit of and bind the UNITED STATES OF AMERICA and its assigns, and PACIFIC GAS AND ELECTRIC COMPANY and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Grantor:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
Marvin Penner  
Its: Manager, Land Management  
Land & Environmental Management

PG&E Administrative Information

Area 5  
Sacramento Hydro Support Office  
Hydro  
T. 4N., R.17E., M.D.M.  
Sec. 21, NW ¼ of NW ¼  
FERC License Number(s): 2130  
PG&E Drawing Number(s): SL-1046  
LD of any affected documents: GT-0054 (lands described in 2104-17-0024)  
LD of any Cross-referenced documents: 2104-17-0002, 0029 and 0101  
TYPE OF INTEREST: 11c, 24  
SBE Parcel Number: 135-55-033, parcel 2  
Order # or PM #: 8094706  
JCN: 06-08-065  
County: Tuolumne  
Utility Notice Numbers:  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: cxak  
Checked By: mjha/nor1  
Revision Number: 4 (8-1-11)

**This deed is correct as to consideration, description and conditions.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
James R. Webb  
Lands Specialist  
Regional Land Adjustment Team

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in the real property conveyed by the attached Grant Deed in favor of the UNITED STATES OF AMERICA, is hereby accepted by the undersigned officer on behalf of the United States of America pursuant to authority granted by the Federal Land Policy and Management Act of October 21, 1976 ("FLPMA," 43 USC 1701), as amended, and the Grantee consents to the recordation thereof.

Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
SUSAN SKALSKI  
Forest Supervisor  
Stanislaus National Forest

T.4N., R.17E., M.D.M.,  
 S 1/2 of SE 1/4, NW 1/4 of SE 1/4,  
 SW 1/4 of NE 1/4, SECTION 21

# EXHIBIT 'A' (KEY MAP)

Advice 3933-E  
 Attachment 5

SCALE 1" = 200'

U.S.A.  
 APN: 023-090-12

**NOTES:**

1. Basis of Bearings: Bearings are based on the monument line as shown upon the Amended Record of Survey filed for record in Book 29 of Record of Surveys at Page 67, Tuolumne County Records, said course having a bearing of N 00°27'11" E and a length of 4593.10 feet and established between monuments as shown.

**VICINITY MAP**



29 RS 67

PACIFIC GAS & ELECTRIC CO  
 SBE 135-55-33-1  
 BK "A" VOL 83 DEEDS PG 27  
 DATED 11-20-20

PACIFIC GAS & ELECTRIC CO  
 SBE 135-55-33-2  
 BK "A" VOL 83 DEEDS PG 27  
 DATED 11-20-20

DI CRISTINA MERRILL & JANICE  
 APN: 023-090-05  
 DOC NO 014179 BK 1699 PG 0147  
 DATED 9-14-00

LEGEND	
	PROPERTY LINE
	CENTER LINE OF EXISTING TRAIL AND NEW 5' WIDE TRAIL EASEMENT
	CENTER LINE OF EXISTING TRAIL (NOT A PART OF THIS EASEMENT)

BASIS OF BEARINGS N00°26'54"E  
 (N00°27'11"E 4593.10' PER 29 RS 67)

FD. 3/4 IN ALUMINUM CAP  
 PER 29 RS 67

FD. 3/4 IN ALUMINUM CAP  
 PER 29 RS 67

SIERRA PACIFIC INDUSTRIES  
 APN: 023-090-04

CENTERLINE OF MIDDLE FORK  
 STANISLAUS RIVER  
 (APPROX.)

U.S.A.  
 APN: 023-090-11

AUTHORIZATION  
 8094706

BY **E KIEL**  
 DR **P GEISINGER**  
 CH **S WILSON**  
 O.K. **S WILSON**  
 DATE **07-07-2011**

**SPRING GAP**  
**PG&E TRAIL EASEMENT**  
**TO UNITED STATES OF AMERICA**  
 PACIFIC GAS AND ELECTRIC COMPANY  
 San Francisco California



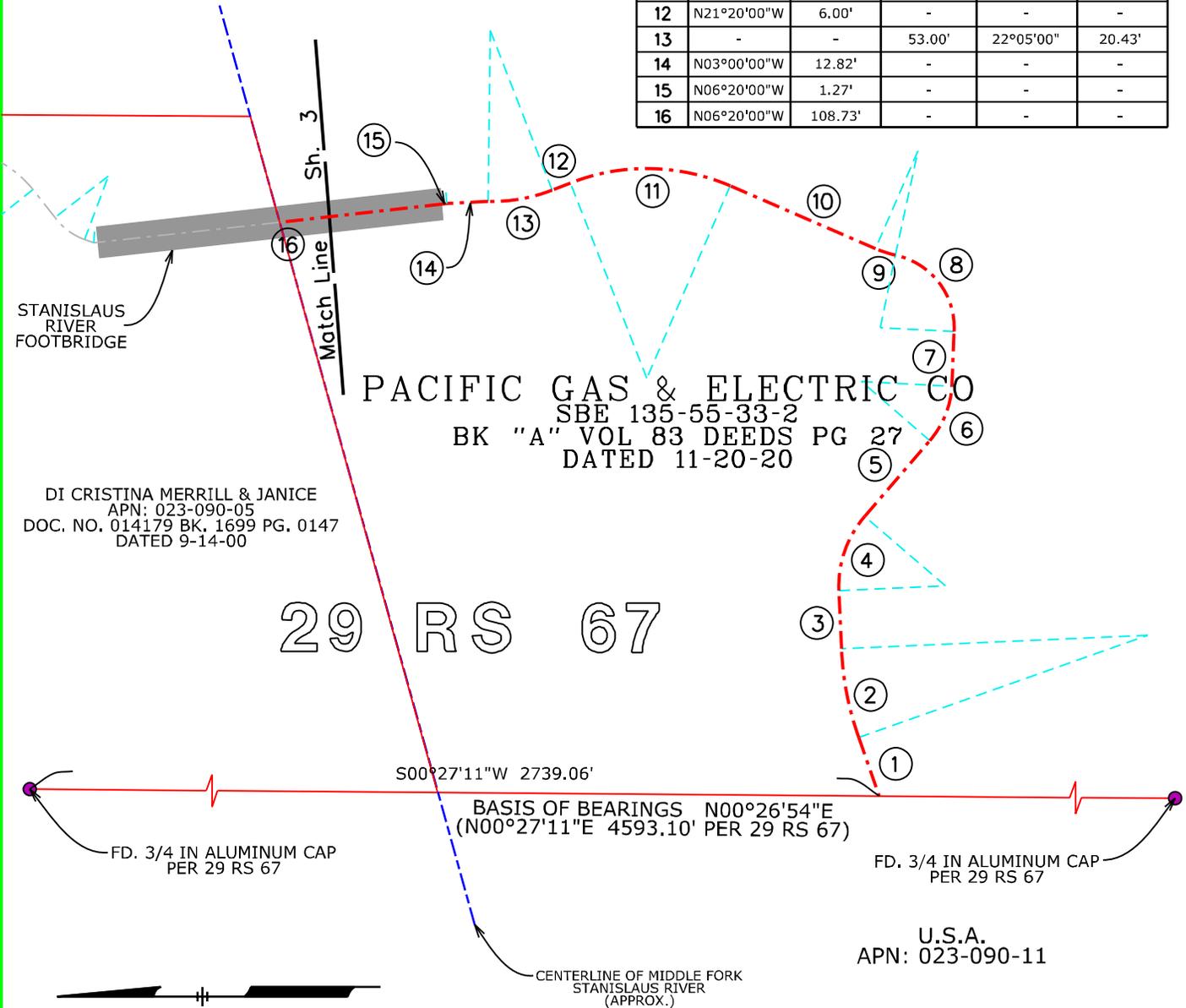
JCN **06-08-065**  
 AREA **SOUTH VALLEY**  
 COUNTY **TUOLUMNE**  
 SCALE **1 IN = 200 FT**  
 SHEET NO. **1** OF **5**  
 DRAWING NUMBER **SL-1046** CHANGE

# EXHIBIT 'A'

T.4N., R.17E., M.D.M.,  
S 1/2 of SE 1/4, NW 1/4 of SE 1/4,  
SW 1/4 of NE 1/4, SECTION 21

SCALE 1" = 50'

COURSE TABLE					
LINE	BEARING	DISTANCE	RADIUS	DELTA	LENGTH
1	N70°30'00"E	19.22'	-	-	-
2	-	-	95.00'	17°00'00"	28.19'
3	N87°30'00"E	18.00'	-	-	-
4	-	-	33.00'	43°12'00"	24.88'
5	S49°18'00"E	31.00'	-	-	-
6	-	-	28.00'	37°55'00"	18.53'
7	S87°13'00"E	17.00'	-	-	-
8	-	-	23.00'	80°47'00"	32.43'
9	-	-	33.00'	11°27'00"	6.59'
10	N23°27'00"E	49.00'	-	-	-
11	-	-	65.00'	44°47'00"	50.81'
12	N21°20'00"W	6.00'	-	-	-
13	-	-	53.00'	22°05'00"	20.43'
14	N03°00'00"W	12.82'	-	-	-
15	N06°20'00"W	1.27'	-	-	-
16	N06°20'00"W	108.73'	-	-	-



PACIFIC GAS & ELECTRIC CO  
SBE 135-55-33-2  
BK "A" VOL 83 DEEDS PG 27  
DATED 11-20-20

29 RS 67

DI CRISTINA MERRILL & JANICE  
APN: 023-090-05  
DOC. NO. 014179 BK. 1699 PG. 0147  
DATED 9-14-00

U.S.A.  
APN: 023-090-11

AUTHORIZATION	8094706
BY	E KIEL
DR	P GEISINGER
CH	S WILSON
O.K.	S WILSON
DATE	07-07-2011

**SPRING GAP**  
**PG&E TRAIL EASEMENT**  
**TO UNITED STATES OF AMERICA**  
PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California

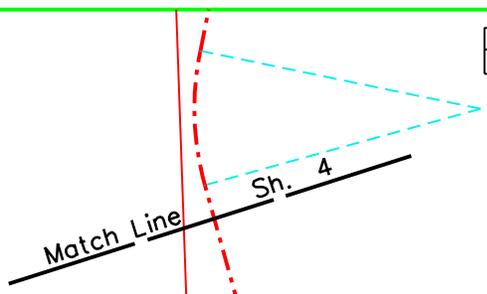


JCN	06-08-065
AREA	SOUTH VALLEY
COUNTY	TUOLUMNE
SCALE	1 IN = 50 FT
SHEET NO.	2 OF 5
DRAWING NUMBER	SL-1046
CHANGE	

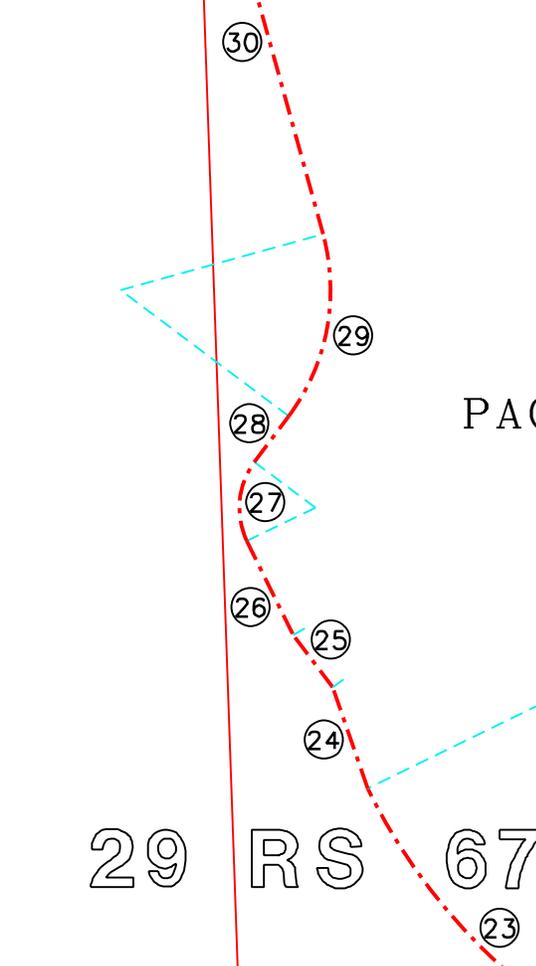
# EXHIBIT 'A'

Advice 3933-E  
 T.4N., R.11E., S.14M.,  
 S 1/2 of SE 1/4, NW 1/4 of SE 1/4,  
 SW 1/4 of NE 1/4, SECTION 21

SCALE 1" = 50'



COURSE TABLE					
LINE	BEARING	DISTANCE	RADIUS	DELTA	LENGTH
16	N06°20'00"E	108.73'	-	-	-
17	N20°30'00"E	3.00'	-	-	-
18	-	-	21.00'	31°30'00"	11.50'
19	N52°00'00"E	11.00'	-	-	-
20	-	-	33.00'	28°56'00"	16.66
21	N23°04'00"E	34.46'	-	-	-
22	N23°04'00"E	44.54'	-	-	-
23	-	-	155.00'	40°56'00"	110.74'
24	N71°00'00"E	28.00'	-	-	-
25	N52°30'00"E	17.12'	-	-	-
26	N67°00'00"E	27.44'	-	-	-
27	-	-	20.00'	62°45'00"	21.90
28	S53°15'00"E	15.00'	-	-	-
29	-	-	55.00'	52°15'00"	50.16
30	N74°30'00"E	99.00'	-	-	-



PACIFIC GAS & ELECTRIC CO  
 SBE 135-55-33-2  
 BK "A" VOL 83 DEEDS PG 27  
 DATED 11-20-20

PACIFIC GAS & ELECTRIC CO  
 SBE 135-55-33-1  
 BK "A" VOL 83 DEEDS PG 27  
 DATED 11-20-20

DI CRISTINA MERRILL & JANICE  
 APN: 023-090-05  
 DOC NO 014179 BK 1699 PG 0147  
 DATED 9-14-00

CENTERLINE OF MIDDLE FORK  
 STANISLAUS RIVER  
 (APPROX.)

STANISLAUS  
 RIVER  
 FOOTBRIDGE

Sh. 2  
Match Line

AUTHORIZATION 8094706	
BY	E KIEL
DR	P GEISINGER
CH	S WILSON
O.K.	S WILSON
DATE	07-07-2011

**SPRING GAP**  
**PG&E TRAIL EASEMENT**  
**TO UNITED STATES OF AMERICA**  
 PACIFIC GAS AND ELECTRIC COMPANY  
 San Francisco California



JCN	06-08-065	
AREA	SOUTH VALLEY	
COUNTY	TUOLUMNE	
SCALE	1 IN = 50 FT	
SHEET NO.	3	OF 5
DRAWING NUMBER	SL-1046	
CHANGE		

T.4N., R.17E., M.D.M.,  
 S 1/2 of SE 1/4, NW 1/4 of SE 1/4,  
 SW 1/4 of NE 1/4, SECTION 21

# EXHIBIT 'A'

Advice 3933-E  
 Attachment 5

SCALE 1" = 50'

PACIFIC GAS & ELECTRIC CO  
 SBE 135-55-33-2  
 BK "A" VOL 83 DEEDS PG 27  
 DATED 11-20-20

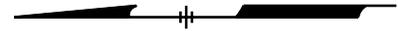
29 RS 67

Match Line Sh. 5

Match Line Sh. 3

PACIFIC GAS & ELECTRIC CO  
 SBE 135-55-33-1  
 BK "A" VOL 83 DEEDS PG 27  
 DATED 11-20-20

COURSE TABLE					
LINE	BEARING	DISTANCE	RADIUS	DELTA	LENGTH
31	-	-	75.00'	27°05'00"	35.45'
32	S78°25'00"E	42.00'	-	-	-
33	S66°35'00"E	76.97'	-	-	-
34	S80°45'00"E	16.00'	-	-	-
35	-	-	15.00'	35°45'00"	9.36'
36	S45°00'00"E	22.00'	-	-	-
37	S54°00'00"E	50.27'	-	-	-
38	S61°25'00"E	36.02'	-	-	-
39	S45°30'00"E	7.00'	-	-	-
40	S55°45'00"E	40.00'	-	-	-
41	S77°10'00"E	42.54'	-	-	-
42	S90°00'00"E	26.00'	-	-	-
43	N71°26'28"E	17.10'	-	-	-
44	N57°13'52"E	15.88'	-	-	-
45	-	-	15.00'	28°00'00"	7.33'
46	N85°00'00"E	13.00'	-	-	-



AUTHORIZATION  
 8094706  
 BY E KIEL  
 DR P GEISINGER  
 CH S WILSON  
 O.K. S WILSON  
 DATE 07-07-2011

**SPRING GAP**  
 PG&E TRAIL EASEMENT  
 TO UNITED STATES OF AMERICA  
 PACIFIC GAS AND ELECTRIC COMPANY  
 San Francisco California



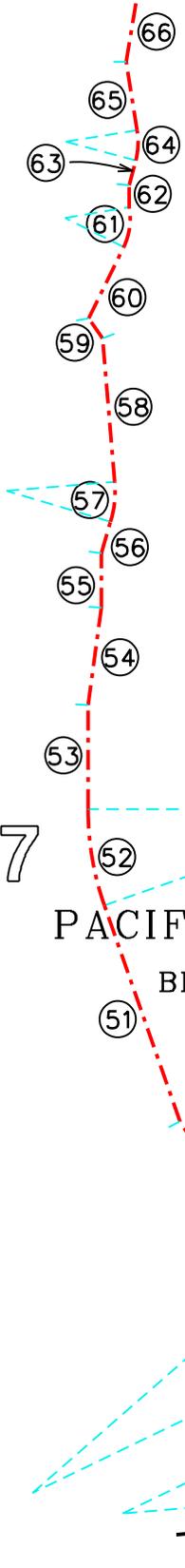
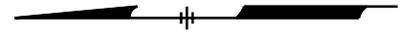
JCN 06-08-065  
 AREA SOUTH VALLEY  
 COUNTY TUOLUMNE  
 SCALE 1 IN = 50 FT  
 SHEET NO. 4 OF 5  
 DRAWING NUMBER SL-1046  
 CHANGE

U.S.A.  
APN: 023-090-12

# EXHIBIT 'A'

Advice 3933-E  
T.4N., R.14E, S.1M.,  
S 1/2 of SE 1/4, NW 1/4 of SE 1/4,  
SW 1/4 of NE 1/4, SECTION 21

SCALE 1" = 50'



COURSE TABLE					
LINE	BEARING	DISTANCE	RADIUS	DELTA	LENGTH
46	N85°00'00"E	13.00'	-	-	-
47	-	-	70.00'	20°40'00"	25.25'
48	N64°20'00"E	16.00'	-	-	-
49	-	-	90.00'	15°25'00"	24.22'
50	N57°50'00"E	51.00'	-	-	-
51	N70°40'00"E	63.00'	-	-	-
52	-	-	80.00'	19°20'00"	26.99'
53	S90°00'00"E	28.74'	-	-	-
54	S82°00'00"E	27.00'	-	-	-
55	S90°00'00"E	15.00'	-	-	-
56	S73°30'00"E	9.00'	-	-	-
57	-	-	30.00'	21°15'00"	11.13'
58	N85°15'00"E	39.72'	-	-	-
59	N54°00'00"E	6.73'	-	-	-
60	S64°00'00"E	20.00'	-	-	-
61	-	-	18.00'	36°00'00"	11.31'
62	S90°00'00"E	6.00'	-	-	-
63	S75°00'00"E	7.00'	-	-	-
64	-	-	20.00'	24°15'00"	8.46
65	N80°45'00"E	19.00'	-	-	-
66	S80°30'00"E	18.22'	-	-	-

29 RS 67

PACIFIC GAS & ELECTRIC CO  
SBE 135-55-33-2  
BK "A" VOL 83 DEEDS PG 27  
DATED 11-20-20

PACIFIC GAS & ELECTRIC CO  
SBE 135-55-33-1  
BK "A" VOL 83 DEEDS PG 27  
DATED 11-20-20

Match Line Sh. 4

AUTHORIZATION  
8094706

BY E KIEL  
DR P GEISINGER  
CH S WILSON  
O.K. S WILSON  
DATE 07-07-2011

**SPRING GAP**  
**PG&E TRAIL EASEMENT**  
**TO UNITED STATES OF AMERICA**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



JCN 06-08-065  
AREA SOUTH VALLEY  
COUNTY TUOLUMNE  
SCALE 1 IN = 50 FT

SHEET NO. 5 OF 5

DRAWING NUMBER CHANGE  
SL-1046

**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

AT&T	Dept of General Services	Northern California Power Association
Alcantar & Kahl LLP	Douglass & Liddell	Occidental Energy Marketing, Inc.
Ameresco	Downey & Brand	OnGrid Solar
Anderson & Poole	Duke Energy	Praxair
Arizona Public Service Company	Economic Sciences Corporation	R. W. Beck & Associates
BART	Ellison Schneider & Harris LLP	RCS, Inc.
Barkovich & Yap, Inc.	Foster Farms	Recurrent Energy
Bartle Wells Associates	G. A. Krause & Assoc.	SCD Energy Solutions
Bloomberg	GLJ Publications	SCE
Bloomberg New Energy Finance	GenOn Energy, Inc.	SMUD
Boston Properties	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
Braun Blasing McLaughlin, P.C.	Green Power Institute	San Francisco Public Utilities Commission
Brookfield Renewable Power	Hanna & Morton	Seattle City Light
CA Bldg Industry Association	Hitachi	Sempra Utilities
CLECA Law Office	In House Energy	Sierra Pacific Power Company
CSC Energy Services	International Power Technology	Silicon Valley Power
California Cotton Ginners & Growers Assn	Intestate Gas Services, Inc.	Silo Energy LLC
California Energy Commission	Lawrence Berkeley National Lab	Southern California Edison Company
California League of Food Processors	Los Angeles Dept of Water & Power	Spark Energy, L.P.
California Public Utilities Commission	Luce, Forward, Hamilton & Scripps LLP	Sun Light & Power
Calpine	MAC Lighting Consulting	Sunshine Design
Cardinal Cogen	MBMC, Inc.	Sutherland, Asbill & Brennan
Casner, Steve	MRW & Associates	Tabors Caramanis & Associates
Chris, King	Manatt Phelps Phillips	Tecogen, Inc.
City of Palo Alto	McKenzie & Associates	Tiger Natural Gas, Inc.
City of Palo Alto Utilities	Merced Irrigation District	TransCanada
City of San Jose	Modesto Irrigation District	Turlock Irrigation District
Clean Energy Fuels	Morgan Stanley	United Cogen
Coast Economic Consulting	Morrison & Foerster	Utility Cost Management
Commercial Energy	NLine Energy, Inc.	Utility Specialists
Consumer Federation of California	NRG West	Verizon
Crossborder Energy	NaturEner	Wellhead Electric Company
Davis Wright Tremaine LLP	Navigant Consulting	Western Manufactured Housing Communities Association (WMA)
Day Carter Murphy	Norris & Wong Associates	eMeter Corporation
Defense Energy Support Center	North America Power Partners	
Department of Water Resources	North Coast SolarResources	