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,

Edward F. Randolph, Director
Energy Division
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\(^1\), Appendix A, Section IV, PG&E provides the following information related to the proposed transaction:

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\(^1\) 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:**

<table>
<thead>
<tr>
<th>Party</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Gas and Electric Company</td>
<td>United States Forest Service - Stanislaus National Forest</td>
</tr>
<tr>
<td>Ann H. Kim</td>
<td>Attention: Beth Martinez, Lands Officer</td>
</tr>
<tr>
<td>Law Department</td>
<td>19777 Greenley Road</td>
</tr>
<tr>
<td>P.O. Box 7442</td>
<td>Sonora, CA 95370</td>
</tr>
<tr>
<td>San Francisco, CA 94120</td>
<td>Telephone: (209) 532-3671 x320</td>
</tr>
<tr>
<td>Telephone: (415) 973-7467</td>
<td>Facsimile: (209) 533-1890</td>
</tr>
<tr>
<td>Facsimile: (415) 973-5520</td>
<td>E-mail: <a href="mailto:bethmartinez@fs.fed.us">bethmartinez@fs.fed.us</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:AHK4@pge.com">AHK4@pge.com</a></td>
<td></td>
</tr>
</tbody>
</table>

(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 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”) 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:**

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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2 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 identity 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. Advice letter filings can also be accessed electronically at http://www.pge.com/tariffs.

[Signature]

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

******* 3rd 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
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

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  
jnji@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
Attachment 1-B
Spring Gap Map
Attachment 2-A
Huckleberry Trail Map
Huckleberry Trail Easement at Kennedy Meadows
Attachment 2-B
Huckleberry Trail Photo
Fisherman's Trail Easement at Spring Gap
Attachment 3-B
Spring Gap Trail Photo
Attachment 4
Huckleberry Trail Easement
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: ___________________________________  _______________
    James R. Webb                                              Date
    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
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.

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

AUTHORIZATION 8094706
BY E. KIEL
DR K. POYTHRESS
CH R. WONG
O.K. S. WILSON
DATE 7/12/2011
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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.
T. 5 N., R. 20 E., M.D.M.
N 1/2 SEC. 11 & SE 1/4 SEC. 2

POINT NORTING 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

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

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

JCN 06-10-066
AREA NORTH VALLEY
COUNTY TUOLUMNE
SCALE 1 IN = 200 FT
DRAWING NUMBER SL-1042 CHG 4
Attachment 5
Spring Gap Trail Easement
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 of 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 ______________, forAdvice 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.
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
EXHIBIT 'A'  
(KEY MAP)

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

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

SIERRA PACIFIC INDUSTRIES
APN: 023-090-04

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

CENTERLINE OF MIDDLE FORK
STANISLAUS RIVER
(APPROX.)

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

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

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

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

SPRING GAP
PG&E TRAIL EASEMENT
TO UNITED STATES OF AMERICA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco  California
### Advice 3933-E

### Attachment 5

**EXHIBIT 'A'**

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<td>N06°20'00&quot;W</td>
<td>1.27'</td>
<td>-</td>
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<td>16</td>
<td>N06°20'00&quot;W</td>
<td>108.73'</td>
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**PACIFIC GAS & ELECTRIC CO**

**SBE 135-55-33-2**

**BK "A" VOL 83 DEEDS PG 27**

**DATED 11-20-20**

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**DI CRISTINA MERRILL & JANICE**

**APN: 023-090-05**

**DOC. NO. 014179 BK, 1699 PG. 0147**

**DATED 9-14-00**

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**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**

---

**CENTERLINE OF MIDDLE FORK STANISLAUS RIVER**

**(APPROX.)**

---

**FD. 3/4 IN ALUMINUM CAP**

**PER 29 RS 67**

---

**U.S.A.**

**APN: 023-090-11**

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**SPRING GAP**

**PG&E TRAIL EASEMENT**

**TO UNITED STATES OF AMERICA**

**PACIFIC GAS AND ELECTRIC COMPANY**

San Francisco California
### PG&E Gas and Electric

**Advice Filing List**

**General Order 96-B, Section IV**

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<th>Dept of General Services</th>
<th>Northern California Power Association</th>
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<td>North Coast SolarResources</td>
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