

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 13, 2013

Advice Letter 4191-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: Amendment to an Existing Permission Allowing the
County of Madera to Install Additional Improvements
on PG&E Property at Bass Lake – Request for Approval
Under Section 851**

Dear Mr. Cherry:

Advice Letter 4191-E is effective March 9, 2013.

Sincerely,

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

Edward F. Randolph, Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

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

Fax: 415.973.7226

February 7, 2013

Advice 4191-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Amendment to an Existing Permission Allowing the County of Madera to Install Additional Improvements on PG&E Property at Bass Lake – Request for Approval Under Section 851

Purpose

Pacific Gas and Electric Company (“PG&E”) submits this advice letter seeking approval, under Public Utilities (P.U.) Code Section 851, to amend an existing permission (the “Amendment”) granted by PG&E to the County of Madera (the “County”) to install additional improvements in common with existing improvements which collectively, under the control of the County’s Sheriff Department, will be used to further facilitate the observation and patrolling activity at Bass Lake, County of Madera. A copy of the First Amendment to Permission is provided as **Attachment 1**.

The additional facilities allowed under the Amendment will not interfere with PG&E’s ability to provide utility services, and is not adverse to the public interest; rather it will benefit the enforcement of the law and the safety of the resident population and general public visiting Bass Lake.

Background

PG&E owns certain property in and around Bass Lake as part of the watershed for its hydro operations commonly known as “Sheriff’s Island” located at PG&E’s Crane Valley Reservoir (commonly known as Bass Lake) in the Sierra National Forest. PG&E and the County entered into that certain permission dated June 4, 1959 (the “Original Permission”), pursuant to which PG&E granted the County permission to erect, construct, reconstruct, replace, remove, maintain and use an observation tower with all necessary foundations and footings, and such appliances and equipment as the County shall from time to time deem necessary for use in

connection with saving lives and enforcing law at Sheriff's Island. A copy of the Original Permission is provided as **Attachment 2**.

Since 1959, the County has installed certain improvements in addition to the observation tower, including, but not limited to, an underground electric power line, covered floating boat dock facilities with access by a portable walkway, portable restrooms and a portable metal canopy registration booth. In addition, PG&E consented to the reconstruction of the County's then existing boat dock facilities as more specifically set forth in that certain consent letter dated April 10, 2006 (the "Consent"). The Original Permission, as amended by the Consent, is hereinafter referred to herein as the "Existing Permission".

As described later in this advice letter, the Parties now desire to amend the Existing Permission to (i) allow the erection, construction, reconstruction, replacement, removal, maintenance and use of a 720 square foot registration building, three bathrooms, a shower, two storage rooms, an office with three workstations, a 240 square foot covered patio, sewer and water utility lines and other appurtenant facilities, and (ii) otherwise modify the Existing Permission, upon the terms and conditions set forth in the Amendment.

The proposed use of this property by the County of Madera Sheriff's Department will continue as long as PG&E is the licensee for the FERC 1354 hydroelectric generation facility. As a condition of PG&E's FERC 1354 license, PG&E is mandated to provide recreation facilities to the general public. Since approximately 1959, the Madera County Sheriff's Department has provided a valuable service of enforcing necessary order and law to PG&E's mandated general public recreation facility. The proposed addition(s) to the already existing facilities will only enhance the Madera County Sheriff's Department operation at Bass Lake.

PG&E has notified the Land Stewardship Council of the proposed lease transaction, pursuant to that body's Third Party Use Policy 2. PG&E attaches herein, as **Attachment 3**, a January 14, 2013 letter from the Executive Director of the Land Stewardship Council (LSC) which finds that the work associated with the First Amendment to Permission will not affect any part of the Bass Lake Planning Unit and that no further review of PG&E's request is needed by the LSC.

In accordance with General Order 173, PG&E provides the following information related to the proposed transaction:

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

Pacific Gas and Electric Company	Madera County Sheriff's Department
Ann Kim	Lt. Darin P. McMechan
Law Department	48267 Liberty Drive
P.O. Box 7442	Oakhurst, CA 93644
San Francisco, CA 94120	Telephone:(559) 642-2560
Telephone: (415) 973-7467	Email: dmcmechan@madera-
Facsimile: (415) 973-5520	county.com
Email: AHK4@pge.com	

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

The subject property is located at PG&E's Crane Valley Reservoir (commonly known as Bass Lake), in the Sierra National Forest, situate in Section 15 and partly in Section 22 of Township 7 South, Range 22 East, Mt. Diablo Meridian, commonly known as "Sheriff's Island" and located within Bass Lake, County of Madera (the "Premises"), also identified as SBE 135-20-009, Parcel 2; and, within the current Federal Energy Regulatory Commission (FERC) No 1354 boundaries of PG&E's Crane Valley hydroelectric generation project (FERC No. 1354), as more particularly described in the Original Permission, and as shown on the map attached hereto as Exhibit "A" of the Amendment, **Attachment 1**.

The current use of the Premises is for general public fishing access and the Madera County Sheriff's operation. As a condition of PG&E's FERC 1354 license, PG&E is mandated to provide recreation facilities to the general public. Since approximately 1959, the Madera County Sheriff's Department has provided a valuable service of enforcing necessary order and law to PG&E's mandated general public recreation facility.

(3) Intended Use of the Property:

Pursuant to the terms of the Amendment included herein as **Attachment 1**, PG&E agrees to allow the erection, construction, reconstruction, replacement, removal, maintenance and use by the County of a 720 square foot registration building, three bathrooms, a shower, two storage rooms, an office with three workstations, a 240 square foot covered patio, sewer and water utility lines and other appurtenant facilities (the "Additional Improvements").

The Additional Improvements that are approved by PG&E, as well as the existing improvements that have been installed or constructed by the County prior to the Effective Date (the "Existing Improvements"), are more specifically described and shown on the maps attached hereto as Exhibit "B" of the Amendment, **Attachment 1**.

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

There will be no fees associated with the use of the Premises, as the use by the County, and, in particular, the operation of the registration booth and the patrolling of Bass Lake provide many benefits to the general public visiting PG&E's Bass Lake. The registration booth and restrooms are also identified as important improvements in PG&E's 1999 Bass Lake Shoreline and Water Surface Management Plan, and PG&E's Crane Valley Federal Energy Regulatory Commission (the "FERC") Project No. 1354.

(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 this Amendment will neither interfere with the operations of the Crane Valley hydro generation project 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 General Order 173 Are Satisfied:

PG&E has provided information within this Advice Letter to meet the eligibility criteria under the Section 851 Advice Letter pilot program in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the ratebase of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

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

No information is readily available other than what has already been included within this filing.

(13) Environmental Information

Pursuant to General Order 173, the Advice Letter program only applies to proposed transactions that will not require environmental review by the CPUC as a lead or responsible agency under CEQA either because (a) 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.

Yes, the transaction was found to be exempt from CEQA by government agencies. The CEQA Notice of

Exemption is provided as **Attachment 4**. See table below for details.

Agency	Madera County Planning Department
Date of Notice of Exemption	1/26/2012
State Clearinghouse Number	2012006

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.

Not Applicable

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than 20 days after the date of this filing, which is **February 27, 2013**. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@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 shall also be sent to PG&E either via e-mail or U.S. Mail (and by facsimile if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

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

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter. (General Order 96-B, Rule 7.4.) The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Rule 3.11).

Effective Date

PG&E requests that this Tier 2 advice filing become effective **March 9, 2013**, which is 30 days after the date of this filing.

Notice

In accordance with General Order 96-B, Rule 4, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list, and the service lists below. Address changes to the General Order 96-B service and all electronic approvals should be directed to PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.



Vice President, Regulatory Relations

Attachments

- Attachment 1 – First Amendment to Permission
- Attachment 2 – Original Permission
- Attachment 3 – Letter from Land Stewardship Council
- Attachment 4 – CEQA Notice of Exemption

***** SERVICE LIST Advice 4191-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

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

Edward Randolph
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-2083
efr@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
(415) 703-3221
bca@cpuc.ca.gov

***** AGENCIES *****

Norman L. Allinder
Madera County Planning Department
2037 West Cleveland Avenue
Madera, CA 93637
(559) 675-7703
rmadirector@madera-county.com

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

Lt. Darin P. McMechan
Madera County Sheriff's Department
48267 Liberty Drive
Oakhurst, CA 93644
(559) 642-2560
dmcmechan@madera-county.com

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 E)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Igor Grinberg

Phone #: (415) 973-8580

E-mail: ixg8@pge.com and PGETariffs@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) #: **4191-E**

Tier: **2**

Subject of AL: **Amendment to an Existing Permission Allowing the County of Madera to Install Additional Improvements on PG&E Property at Bass Lake – Request for Approval Under Section 851**

Keywords (choose from CPUC listing): Agreements, Contracts

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: **March 9, 2013**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

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

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
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

Advice 4191-E
February 7, 2013

Attachment 1:
First Amendment to Permission

FIRST AMENDMENT TO PERMISSION

This **FIRST AMENDMENT TO PERMISSION** (this "Amendment"), dated for reference purposes only as of _____, 20__, is made and entered into by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("PG&E"), and the **COUNTY OF MADERA**, a political subdivision of the State of California ("County"). PG&E and County are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. The Parties entered into that certain permission dated June 4, 1959 (the "Original Permission"), pursuant to which PG&E granted County permission to erect, construct, reconstruct, replace, remove, maintain and use an observation tower with all necessary foundations and footings, and such appliances and equipment as County shall from time to time deem necessary for use in connection with saving lives and enforcing law, within the parcel of land, situate in Section 15 and partly in Section 22 of Township 7 South, Range 22 East, Mt. Diablo Meridian, commonly known as "Sheriff's Island" and located within Bass Lake, County of Madera (the "Premises"), as more particularly described in the Original Permission, and as shown on the map attached hereto as Exhibit "A" and by this reference made a part hereof.

B. Since 1959, County has installed certain improvements in addition to the observation tower, including, but not limited to, an underground electric power line, covered floating boat dock facilities with access by a portable walkway, portable restrooms and a portable metal canopy registration booth. In addition, PG&E consented to the reconstruction of County's then existing boat dock facilities as more specifically set forth in that certain consent letter dated April 10, 2006 (the "Consent"). The Original Permission, as amended by the Consent, is hereinafter referred to herein as the "Existing Permission".

C. The Parties now desire to amend the Existing Permission to (i) allow the erection, construction, reconstruction, replacement, removal, maintenance and use of a 720 square foot registration building, three bathrooms, a shower, two storage rooms, an office with three workstations, a 240 square foot covered patio, sewer and water utility lines and other appurtenant facilities, and (ii) otherwise modify the Existing Permission, upon the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date; Recitals. Unless a different date is expressly specified herein, each of the provisions of this Amendment shall be effective and binding upon the last execution date by either of the Parties (the "Effective Date"), subject to the approval of the California Public Utilities Commission (the "CPUC") as set forth below in Section 2. The Recitals are hereby incorporated by this reference. The Existing Permission, as amended by this Amendment, is referred to herein as the "Permission".

2. CPUC Approval. This Amendment shall not become effective, notwithstanding that it may have been executed and delivered by the Parties, and County shall not commence any construction or other activities hereunder, unless and until the CPUC approves the Permission as herein modified and other transactions contemplated between the Parties hereto, by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). County further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and County hereby waives all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Amendment is made subject to all the provisions of such approval, as more particularly set forth in CPUC approval letter issued by the Energy Division Director on _____, 2012 (approving Advice Letter No. _____), in like manner as though said provisions were set forth in full herein.

3. Fees. There will be no fees associated with the use of the Premises, as the use by County, and, in particular, the operation of the registration booth and the patrolling of Bass Lake, provides many benefits to the general public visiting PG&E's Bass Lake. The registration booth and restrooms are also identified as important improvements in PG&E's 1999 Bass Lake Shoreline and Water Surface Management Plan, and PG&E's Crane Valley Federal Energy Regulatory Commission (the "FERC") Project No. 1354.

4. Additional Improvements. PG&E hereby agrees to allow the erection, construction, reconstruction, replacement, removal, maintenance and use by County of a 720 square foot registration building, three bathrooms, a shower, two storage rooms, an office with three workstations, a 240 square foot covered patio, sewer and water utility lines and other appurtenant facilities (the "Additional Improvements"). The Additional Improvements that are hereby approved by PG&E, as well as the existing improvements that have been installed or constructed by County prior to the Effective Date (the "Existing Improvements"), are more specifically described and shown on the maps attached hereto as Exhibit "B" and by this reference made a part hereof. The Additional Improvements and the Existing Improvements are collectively referred to herein as the "County Improvements". County shall erect, construct, reconstruct, replace, remove, maintain and use the County Improvements in good condition and in accordance with all federal, state, county, municipal and local laws, statutes, ordinances, rules, regulations, requirements or orders, including, but not limited to, the Americans with Disabilities Act (ADA), all applicable hazardous materials laws and all applicable building codes. In addition, County shall comply with PG&E's 1999 Bass Lake Shoreline and Water Surface Management Plan, as adopted by the FERC, as such may be amended from time to time, in

connection with County's use of the floating boat dock facilities and Bass Lake. Furthermore, County shall not erect or construct any further improvements or reconstruct, remove, replace, modify or expand the County Improvements unless written consent from PG&E is first obtained, which consent shall be at PG&E's sole and absolute discretion. County shall require its contractors, subcontractors or other parties to carry the following insurance in connection with the construction of the Additional Improvements and other activities on the Premises: (i) Commercial general liability insurance with coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions, insuring against any and all damages and liability, including attorneys' fees and other costs and expenses, on account of or arising out of injuries to or the death of any person or damage to property, however occasioned, in, on, or about the Premises, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000.00) aggregate for all claims, and (ii) Workers' Compensation insurance. County shall cause PG&E and County to be named as an additional insured on any Commercial General Liability policy.

5. Condition of the Premises. County is thoroughly familiar with the current condition of the Premises, and County agrees to accept the Premises in their existing "as-is" condition, without any representations or warranties of any kind, express or implied, with respect to the condition of the Premises, and with no obligation on the part of PG&E to investigate the condition of the Premises, or to alter, remodel, improve, maintain or repair the Premises or any part thereof, or to construct or install any improvements or perform any work.

6. FERC License. County's use of the Premises shall also be governed by any applicable FERC orders or directives and any applicable terms and conditions of FERC License No. 1354, or any successor FERC license (the "FERC License"). PG&E shall have the right to construct, reconstruct, maintain, operate and use such facilities on the Premises as PG&E deems appropriate to comply with obligations under the FERC License. Upon ninety (90) days written notice, PG&E shall have the right to (i) temporarily or permanently construct, reconstruct, maintain, operate and use the Premises or any portion thereof or any facilities thereon, or (ii) terminate the Permission as to the entire Premises or as to any portion thereof, as PG&E or deems appropriate or necessary to comply with obligations under the FERC License, in the sole and absolute discretion of PG&E. PG&E shall have the right in its sole judgment to lower or raise the water level of Bass Lake as necessary or appropriate in conjunction with use of property in the vicinity of the Premises and/or the Premises for hydroelectric purposes, regardless of the presence of the County Improvements or occupancy of the area affected by such fluctuation in water level, and in such event PG&E and will not be liable to County for any amount whatsoever with respect to any personal injury or damage to the County Improvements or personal property which may be located on the Premises.

7. Conservation Documents.

(a) PG&E and County hereby enter into this Amendment with reference to the following:

(1) PG&E is a party to that certain Settlement Agreement (the "Settlement Agreement") as modified and approved by CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "Stipulation").

(3) The Settlement Agreement and the Stipulation (collectively, the "Governing Documents") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carizzo Plains, all owned by PG&E (collectively, the "Watershed Lands"), including the Premises, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation, and are defined therein as the "Land Conservation Commitment."

(4) Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "Stewardship Council") was created to oversee and carry out the Land Conservation Commitment. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "LCP") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the Premises (the "Disposition Package") in order to carry out the objectives of the LCP with respect to the Premises.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the FERC for lands subject to its jurisdiction, and (C) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the Premises, will be subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E intends to grant a conservation easement or easements (the "Conservation Easement") over the Premises to one or more public agencies or qualified non-profit conservation organizations (the "Easement Grantee").

(8) Concurrently with the conveyance of the Conservation Easement, it is anticipated that the Easement Grantee and PG&E will enter into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "Land Management Plan") to preserve and enhance the beneficial public values present at the Premises.

(b) County acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E may enter into pursuant to the foregoing (collectively, the "Conservation Documents"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on County, the Premises, the rights and obligations of County under the Permission or otherwise.

(c) Without in any way limiting PG&E's rights under the Permission, PG&E may terminate the Permission, at any time, when PG&E determines such termination is or may be necessary or desirable to further the purposes of the LCP or the Land Management Plan after ninety (90) days written notice to County. In addition, PG&E shall have the right to require modifications to County's activities or the County Improvements to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Premises in accordance with the Conservation Documents. County acknowledges that, such modifications may result in County being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the Premises and such modifications may materially impact County economically and otherwise. In addition to the rights reserved under the Permission, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the Premises such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("LCP Facilities"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give County at least ninety (90) days' prior written notice of PG&E's election to modify County's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the Premises, and assign the interest in the Permission concerning the Premises or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section 7, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under the Permission, accruing from or after the date of such sale, conveyance or transfer, and County shall look solely to the transferee or transferees for performance of the obligations of PG&E under the Permission. The Permission shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and County agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the Parties to the Permission. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantee with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section 7. PG&E shall also have the right to reserve in any deed or by separate instrument, easements and other retained rights for PG&E's benefit upon any sale, conveyance or transfer of the Premises, or any portion thereof (the "Reserved Easements"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the Premises or in connection with property in the vicinity of the Premises, for the investigation, remediation and mitigation of any hazardous materials and/or in connection with FERC requirements. County

hereby agrees that the Permission shall be subject to, and subordinate to, the Reserved Easements. County agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section 7, and to further document the provisions of the Permission that will continue in effect between County and PG&E, as a third party beneficiary.

(e) This Section 7 shall be self-operative and no further instrument of subordination shall be required. However, County agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 7.

(COUNTY TO INITIAL HERE _____)

8. Notices. Notices to be given under the Permission shall be in writing, sent as specified below, or to such other address or addresses as such Party may from time to time designate in writing, and either sent by: (a) personal delivery, in which case notice shall be deemed delivered upon actual receipt, or (b) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual receipt or refusal of delivery, or (c) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier.

If to PG&E:

Land Agent – Hydro Support
PG&E Environmental - Land Management
650 “O” Street, Bag #23
Fresno, CA 93760-0001

With copies to, if by certified mail:

Manager, Land Management
PG&E Environmental - Land Management
2730 Gateway Oaks Drive, Room 220
Sacramento, CA 95833

And to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Senior Director & Counsel, Contracts Section (Real Estate)

With copies to, if by personal delivery or overnight courier:

Manager, Land Management
PG&E Environmental - Land Management
2730 Gateway Oaks Drive, Room 220
Sacramento CA 95833

And to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Senior Director & Counsel, Contracts Section (Real Estate)

If to County:

County of Madera
Sheriff's Department
14143 Road 28
Madera, CA 93638

With a copy to:

Lt. Darin P. McMechan
Madera County Sheriff's Department
Bass Lake Substation
48267 Liberty Drive
Oakhurst, Ca. 93644

9. Miscellaneous.

(a) Ratification. Except as expressly amended, modified or supplemented by this Amendment, all of the terms, conditions and provisions of the Existing Permission shall remain in full force and effect and are hereby ratified and confirmed, including, but not limited to, PG&E's right to terminate the Permission on ninety (90) days written notice to County.

(b) Conflicts. To the extent the terms of the Existing Permission and this Amendment are inconsistent, the terms of this Amendment shall control.

(c) Entire Agreement. This Amendment contains the entire agreement of County and PG&E with respect to the subject matter hereof. It is understood that there are no oral agreements between County and PG&E affecting the Existing Permission as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between County and PG&E and their

respective agents with respect to the subject matter thereof, and none shall be used to interpret or construe the Existing Permission as amended hereby.

(d) No Offer; Authority. The submission of this Amendment to County for examination or execution does not create an option or constitute an offer to County to amend the Existing Permission, on the terms and conditions contained herein, and this Amendment shall not become effective as an amendment to the Existing Permission unless and until it has been executed and delivered by both PG&E and County, and this Amendment has been approved by the CPUC. By executing and delivering this Amendment, the person or persons signing on behalf of County represent and warrant that they have requisite authority to bind County.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the dates set forth below each signature, to be effective on the Effective Date.

PG&E:

COUNTY:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

COUNTY OF MADERA,
a political subdivision of the State of
California

By: _____
Ettore M. Minor
Manager, Land Management,
Environmental - Land Management

By: _____

Title: _____

Dated: _____

Dated: _____

By: _____

Title: _____

Dated: _____

EXHIBIT "A"

MAP OF THE PREMISES

(to be attached)

EXHIBIT "A" - THE PREMISES (OVERALL)

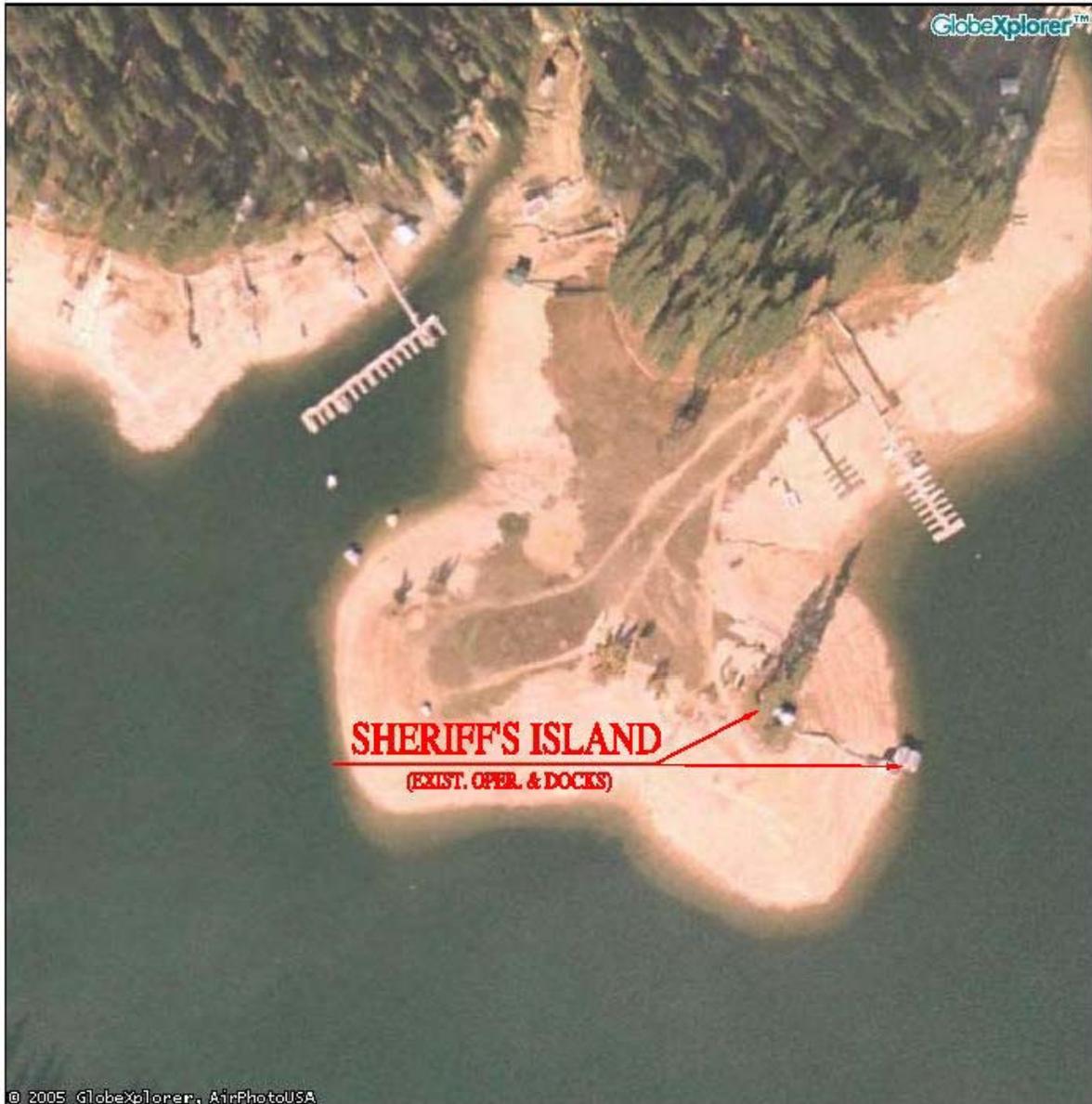
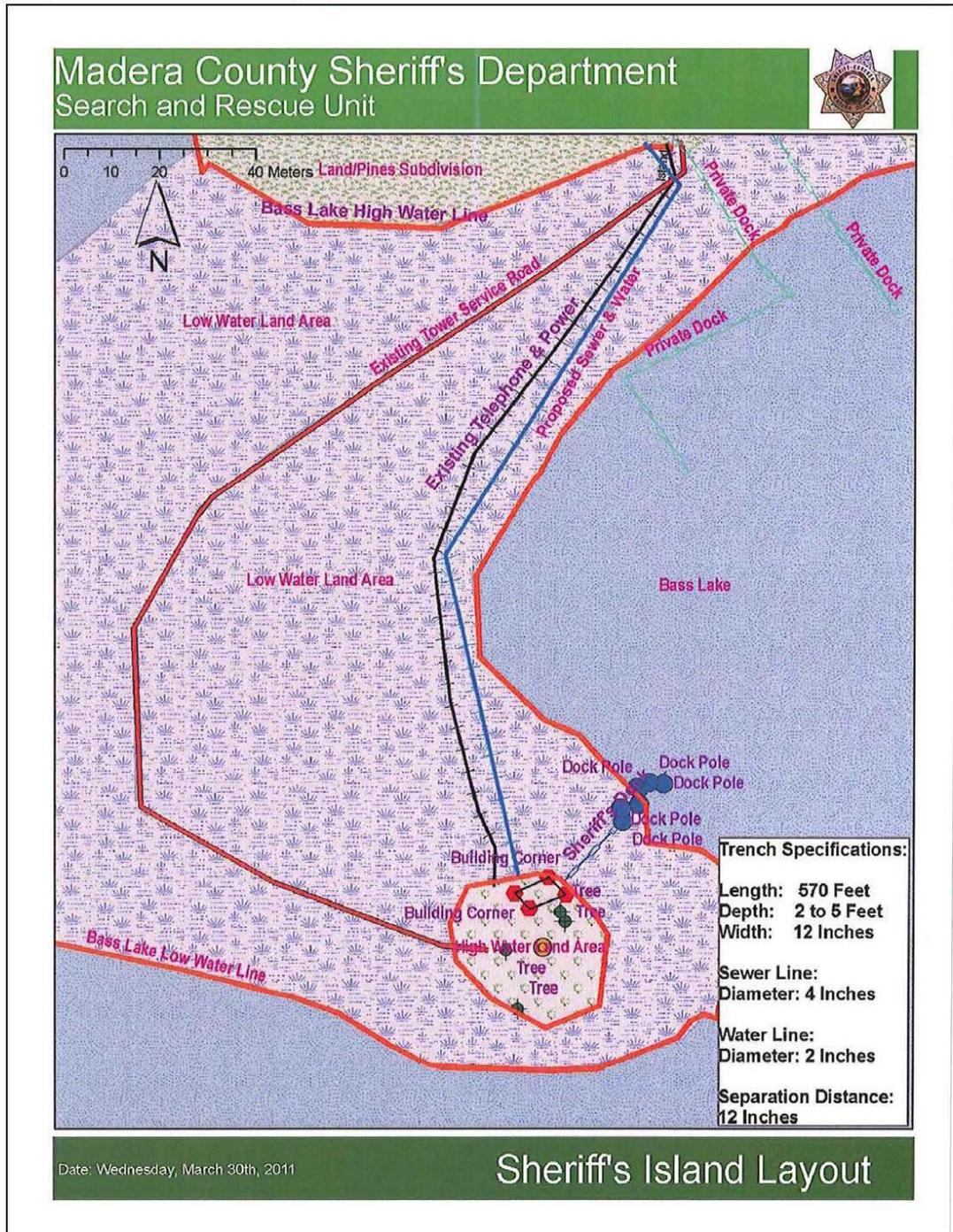


EXHIBIT "B"

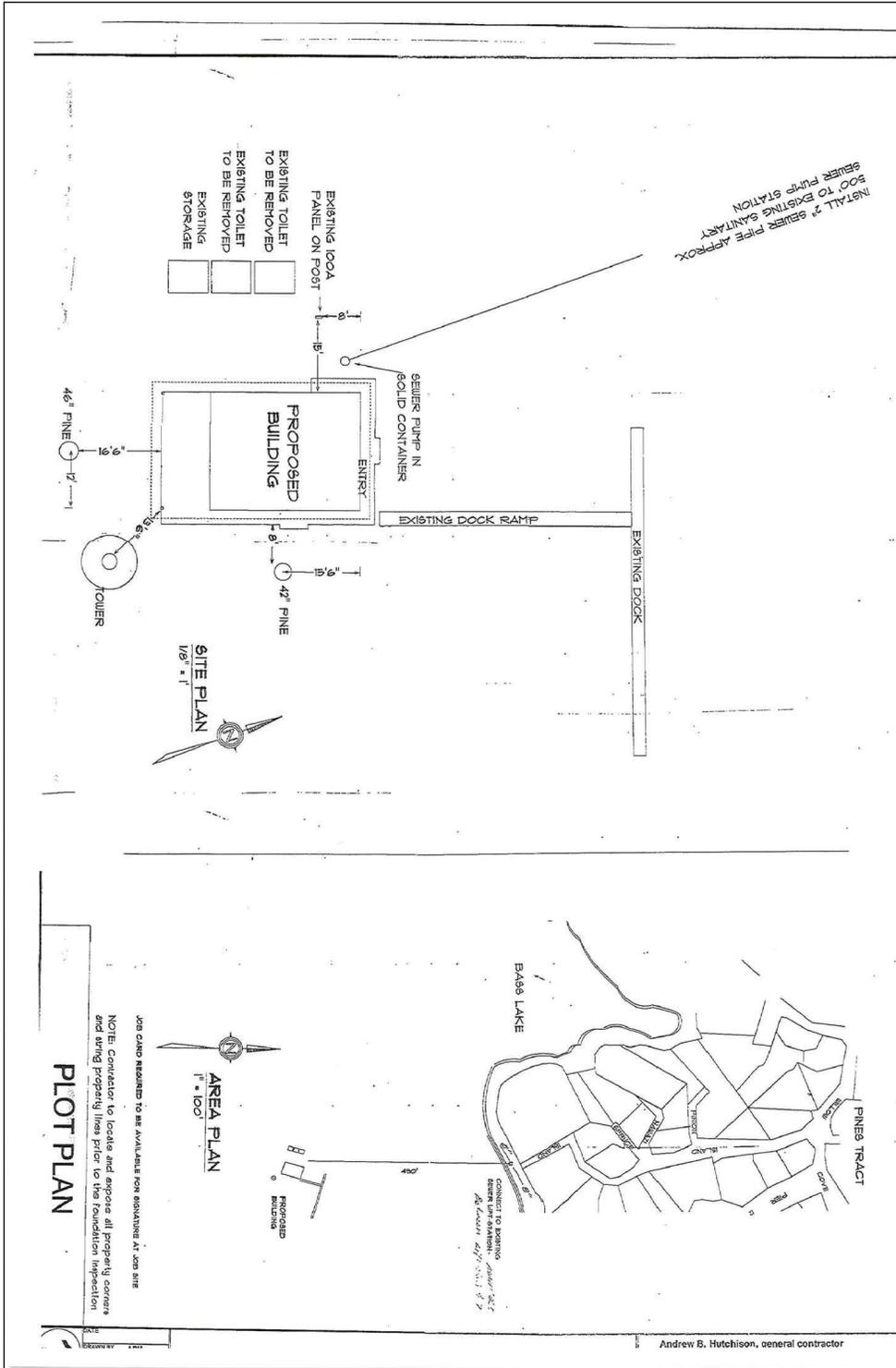
**DESCRIPTION AND MAPS OF ADDITIONAL IMPROVEMENTS AND EXISTING
IMPROVEMENTS CONSTITUTING THE COUNTY IMPROVEMENTS**

(to be attached)

EXHIBIT "B" - COUNTY IMPROVEMENTS (SHEET 1 OF 3) (ADD. & EXIST. IMPROVEMENTS)



**EXHIBIT "B" - COUNTY IMPROVEMENTS
(SHEET 2 OF 3) (ADD. & EXIST. IMPROVEMENTS)**



PG&E Administrative Block

Area 5, Yosemite Division
Fresno Land Service Office
Operating – Hydro
MDM; T.7S., R.22E.
Section 15; SW4 of SE4
FERC License#: 1354
PG&E Drawing #: N/A
Plat No.: 722155
LD# of Any Affected Document: 2207-22-0048 and 1412
LD# if Any Cross-referenced Documents: N/A
Type of Interest: 11p, 21, 24
SBE Parcel#: 135-20-009, Pcl. 2
Order#: 2015009
County: Madera
Utility Notice#: N/A
851 Approval Application: _____; Decision: _____
Prepared By: JJW
Checked By: cxak, mjha
Revision#: N/A

Approved as to Legal Form:
COUNTY COUNSEL

By  _____

Approved as to Form:
RISK MANAGEMENT

By  _____

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

Pacific Gas and Electric Company _____

County of Madera _____

TITLE OF CONTRACT:

First Amendment to Permission _____

(Construction at Bass Lake Sheriff's Observation Tower)

S:\County Counsel\County Counsel\Office Forms\Signature Page - Approve as to Form.doc

Advice 4191-E
February 7, 2013

Attachment 2:
Original Permission

no Cons.

1338-4 C
also refer to 1338-5A
2207-22-0048

COPY SENT
TO DIVISION

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby gives COUNTY OF MADERA, a political subdivision of the State of California, hereinafter called County, permission to erect, construct, reconstruct, replace, remove, maintain and use an observation tower with all necessary foundations and footings, and such appliances and equipment as County shall from time to time deem necessary for use in connection with saving lives and enforcing law, within the parcel of land, situate partly in Section 15, and partly in Section 22, T. 7 S., R. 22 E., M.D.B. & M., known as "The Island" and located within Bass Lake.

This permission is personal to County and shall not be assigned in whole or in part without the written consent of Pacific being had.

Pacific reserves the right to terminate this permission at any future time by mailing to County written notice of such termination at least ninety (90) days in advance of the effective date thereof, and upon receipt of such notice County shall remove said tower and equipment and if County shall fail to do so within the time specified in said notice Pacific shall thereafter have the right to make such removal at County's risk and expense.

This permission is made subject to Pacific's use of said parcel of land for public utility purposes, and County shall not in any way interfere or permit any interference with such use, and is further made subject to all of the provisions of General Order No. 69 of the Public Utilities Commission of the State of California in like manner as though said provisions were expressly set forth herein.

County, insofar as it can legally do so, shall indemnify Pacific against and hold it harmless from any and all loss, damage and liability for damages, whether for damage to or loss of property, or injury to or death of person

which shall in any way arise out of or be connected with County's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of Pacific.

County acknowledges Pacific's title to said lands and agrees never to assail or resist said title.

Time is of the essence of the provisions hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this 4th day of June, 1959.

PACIFIC GAS AND ELECTRIC COMPANY

By [Signature]
Its Vice-President and Executive Engineer

And By [Signature]
Its Assistant Secretary

COUNTY OF MADERA

By [Signature]
Chairman of its Board of Supervisors

Attest [Signature]
County Clerk

Approved as to Form:

[Signature]
District Attorney

Approved as to Form

[Signature]
Attorney

San Joaquin
Secs. 15 & 22
T.7 S., R.22 E.,
M.D.B. & M.

Prepared WNP
Checked [Signature]

260 MAY 26 '59
-2-

APPROVED
[Signature]
V.P. IN CHARGE OF ELEC. OPER.

APPROVED
[Signature]

APPROVED: [Signature]
DIVISION MANAGER
[Signature]
DIVISION SUPERVISOR
[Signature]
SUPERVISOR OF LANDS

03305

OFFICE OF THE BOARD OF SUPERVISORS OF MADERA COUNTY, STATE OF CALIFORNIA

Madera, California. June 16, 1959, 10 A.M.

Board Meets Pursuant to Ordinance No. 214-B.

Present: Full Board.

In the Matter of PERMIT FROM PACIFIC GAS AND ELECTRIC COMPANY TO COUNTY OF MADERA FOR ERECTION OF OBSERVATION TOWER ON "THE ISLAND" AT BASS LAKE.

On motion made by Supervisor Norby, seconded by Supervisor Gordon, unanimously carried, it is ordered that that certain permit from the Pacific Gas and Electric Company granting permission to the County of Madera to erect, construct, reconstruct, replace, remove, maintain and use an observation tower with all necessary foundations and footings, and such appliances and equipment as the County shall from time to time deem necessary for use in connection with saving lives and enforcing law, within the parcel of land situate partly in Section 15 and partly in Section 22, T. 7S., R. 22E, M.D.B.&M., known as "The Island" and located within Bass Lake, be and the same is hereby approved and the Chairman authorized to sign said permit for and on behalf of the County of Madera.

Attest: ERMA E. CHEUVRONT Clerk

C. C. CLARK Chairman

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST June 19 1959

ERMA E. CHEUVRONT

COUNTY CLERK AND CLERK OF THE BOARD OF SUPERVISORS IN AND FOR THE COUNTY OF MADERA, STATE OF CALIFORNIA.

BY Warda Tezallas DEPUTY

03306

Advice 4191-E
February 7, 2013

Attachment 3:
Letter from Land Stewardship Council

January 14, 2013

Susan Kester
Pacific Gas and Electric Company
245 Market Street, Mail Code N11E
San Francisco, CA 94105

Dear Ms. Kester:

Stewardship Council staff does not believe that amending Madera County Sheriff's current Agreement with PG&E to allow the installation of additional improvements at the Bass Lake planning unit has the potential to materially affect any part of the LCP. Therefore we have no need to further review this request.

Sincerely,



Allene Zanger
Executive Director



15 North Ellsworth Avenue
Suite 100
San Mateo, CA 94401

(650) 344 9072 *phone*
(650) 401 2140 *fax*

www.stewardshipcouncil.org

Advice 4191-E
February 7, 2013

Attachment 4:
CEQA Notice of Exemption

2012006

Notice of Exemption

Form D

To: [] Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) Madera County Sheriff's
Office and Madera County Planning

[x] County Clerk
County of Madera County

Department
(Address)

Project Title: Boat Registration Booth upgrade

Project Location - Specific:

Bass Lake off of Island Drive

Project Location - City: Bass Lake

Project Location - County: Madera County

Description of Project:

Add sewer/water line in existing trench (telecommunications trench) and replace boat registration booth.

Name of Public Agency Approving Project: Madera County Planning Department

Name of Person or Agency Carrying Out Project: Lt Darin McMechan, Madera County Sheriff's Dpt.

Exempt Status: (check one)

- [] Ministerial (Sec. 21080(b)(1); 15268);
[] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[x] Categorical Exemption. State type and section number: 15301 (b); 15302 (b) (c); 15303 (d); 15304 (f)
[x] Statutory Exemptions. State code number: 15282 (k)

Reasons why project is exempt:

New construction (water and sewer) in support of small structure. Installation of new pipeline in existing trench not exceeding one mile in length. Minor trenching and backfill with restored surface. Replacement of existing small structure with no loss of purpose or capacity.

Lead Agency

Contact Person: Robert Mansfield Area Code/Telephone/Extension: 559-675-7821

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [] Yes [] No

Signature: [Handwritten Signature] Date: 1/26/12 Title: Planner III

- [x] Signed by Lead Agency Date received for filing at OPR:
[] Signed by Applicant

January 2004

FILED
MADERA COUNTY
2012 JAN 30 AM 9:36
REBECCA MARTINE
COUNTY CLERK



State of California—The Resources Agency
 DEPARTMENT OF FISH AND GAME
2012 ENVIRONMENTAL FILING FEE CASH RECEIPT

PRINT CLEAR

RECEIPT# MADERACOUNTY000006
STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY MADERA COUNTY PLANNING DEPARTMENT		DATE 01/30/2012	
COUNTY/STATE AGENCY OF FILING MADERA COUNTY CLERK OFFICE		DOCUMENT NUMBER 2012006	
PROJECT TITLE BOAT REGISTRATION BOOTH UPGRADE			
PROJECT APPLICANT NAME MADERA COUNTY PLANNING DEPARTMENT		PHONE NUMBER (559) 675-7821	
PROJECT APPLICANT ADDRESS 2037 WEST CLEVELAND AVENUE	CITY MADERA	STATE CA	ZIP CODE 93637

PROJECT APPLICANT (Check appropriate box):

Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$2,919.00	\$	0.00
<input type="checkbox"/> Negative Declaration (ND)(MND)	\$2,101.50	\$	0.00
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$	0.00
<input type="checkbox"/> Projects Subject to Certified Regulatory Programs (CRP)	\$992.50	\$	0.00
<input type="checkbox"/> County Administrative Fee	\$50.00	\$	0.00
<input checked="" type="checkbox"/> Project that is exempt from fees			
<input checked="" type="checkbox"/> Notice of Exemption			
<input type="checkbox"/> DFG No Effect Determination (Form Attached)			
<input checked="" type="checkbox"/> Other COUNTY PROJECT, NO FILING FEES		\$	

PAYMENT METHOD:

Cash
 Credit
 Check
 Other _____

TOTAL RECEIVED \$ 0.00

SIGNATURE X <i>Paul Corbett</i>	TITLE <i>1-30-2012</i>
---	---------------------------

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

, Helen	Douglass & Liddell	Pantelis, Petros
1st Light Energy	Downey & Brand	Praxair
AT&T	Duke Energy	R. W. Beck & Associates
Alcantar & Kahl LLP	Economic Sciences Corporation	RCS, Inc.
Ameresco	Ellison Schneider & Harris LLP	Ross, Jim
Anderson & Poole	Foster Farms	Rutherford, Reid
BART	G. A. Krause & Assoc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GLJ Publications	SCE
Bartle Wells Associates	GenOn Energy Inc.	SMUD
Bear Valley Electric Service	GenOn Energy, Inc.	SPURR
Bloomberg	Goodin, MacBride, Squeri, Schlotz & Ritchie	Salazar, Julie
Bloomberg New Energy Finance	Green Power Institute	San Francisco Public Utilities Commission
Boston Properties	Hamlin, Corey	Seattle City Light
Braun Blaising McLaughlin, P.C.	Hanna & Morton	Sempra Utilities
Brookfield Renewable Power	Hitachi	Shaw, Tim
CA Bldg Industry Association	In House Energy	Sheriff, Nora
CENERGY POWER	International Power Technology	Sierra Pacific Power Company
California Cotton Ginners & Growers Assn	Intestate Gas Services, Inc.	Silicon Valley Power
California Energy Commission	Kelly, Kate	Silo Energy LLC
California League of Food Processors	Lawrence Berkeley National Lab	Smith, Allison
California Public Utilities Commission	Los Angeles County Office of Education	SoCalGas
Calpine	Los Angeles Dept of Water & Power	Southern California Edison Company
Cardinal Cogen	MAC Lighting Consulting	Spark Energy, L.P.
Casner, Steve	MRW & Associates	Srinivasan, Seema
Castracane, Steve	Manatt Phelps Phillips	Stewart, Michael
Center for Biological Diversity	Marin Energy Authority	Sun Light & Power
Chris, King	McKenna Long & Aldridge LLP	Sunrun Inc.
City of Palo Alto	McKenzie & Associates	Sunshine Design
City of Palo Alto Utilities	Merced Irrigation District	Sutherland, Asbill & Brennan
City of San Jose	Modesto Irrigation District	Tecogen, Inc.
City of Santa Rosa	Morgan Stanley	Terranova, Karen
Clean Energy Fuels	Morrison & Foerster	Tiger Natural Gas, Inc.
Clean Power	Morrison & Foerster LLP	TransCanada
Coast Economic Consulting	NLine Energy, Inc.	Turlock Irrigation District
Commercial Energy	NRG West	United Cogen
Consumer Federation of California	NaturEner	Utility Cost Management
Crossborder Energy	Norris & Wong Associates	Utility Specialists
Davis Wright Tremaine LLP	North America Power Partners	Verizon
Day Carter Murphy	North Coast SolarResources	Water and Energy Consulting
Day, Michael	Northern California Power Association	Wellhead Electric Company
Defense Energy Support Center	O'Brien, Ed	Western Manufactured Housing Communities Association (WMA)
Department of General Services	Occidental Energy Marketing, Inc.	White, David
Department of Water Resources	OnGrid Solar	Wodtke, Alexis
Dept of General Services	PG&E	eMeter Corporation