

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



May 6, 2019

Advice Letter 5512-E

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

SUBJECT: Lower Drum - Bell Road Land Retained - Request for Approval under Decision (D.) 03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Dear Mr. Jacobson:

Advice Letter 5512-E is effective as of May 6, 2019.

Sincerely,

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

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division



March 29, 2019

Advice 5512-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Lower Drum - Bell Road Land Retained - Request for Approval under Decision (D.) 03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Purpose

Pursuant to the streamlined procedures adopted by the California Public Utilities Commission ("Commission" or "CPUC") in Decision (D.) 08-11-043 (as modified by D.10-08-004), Pacific Gas and Electric Company ("PG&E") requests a disposition letter approving PG&E's encumbrance with a perpetual conservation easement to approximately 28 acres of land in Placer County, commonly known as Lower Drum – Bell Road ("Property"). The Placer Land Trust ("PLT"), a non-profit corporation, will hold the conservation easement. PG&E will retain fee title to the Property and the conservation easement will be granted subject to certain reserved rights in favor of PG&E for the continued operation of hydroelectric and water delivery facilities. The perpetual encumbrance of the Property is being made in the public interest and will protect and preserve the Beneficial Public Values ("BPVs") on the Property, including the habitat of fish, wildlife and plants, forest resources on the Property, the scenic viewshed of the Property, identified historic and cultural values by restricting any use of the Property that would significantly impair or interfere with the protection of these values. This transaction is in accordance with the terms and conditions specified in the Settlement Agreement and Stipulation that were approved by the Commission in D.03-12-035 ("Stipulation").

Background

Pursuant to the Stipulation, the Pacific Forest and Watershed Lands Stewardship Council ("Stewardship Council") was established in 2004 to develop a plan to permanently protect, for the benefit of the citizens of California, more than 140,000 acres of watershed lands ("Watershed Lands") owned by PG&E. This effort is known as PG&E's Land Conservation Commitment. PG&E is fulfilling its commitment through fee donation of certain Watershed Lands and/or the conveyance of conservation easements, (or satisfactory assurance in another form) that each parcel will be managed consistent with the purpose of the Land Conservation

Commitment. PG&E will not make fee simple donations of lands that contain hydroelectric project features, hydroelectric projects licensed by the Federal Energy Regulatory Commission ("FERC"), or properties whose ownership is otherwise required for utility operations. The Stipulation also includes provisions to ensure the rights necessary to operate and maintain current and future hydroelectric and associated water delivery facilities are reserved, and the existing agreements for economic uses will be honored.

A detailed description of this proposed donation, which addresses the requirements set forth in Section 12(a) of the Stipulation, is provided in the attached Land Conservation and Conveyance Plan (Attachment A) prepared by the Stewardship Council and approved by their Board of Directors. Land Conservation and Conveyance Plans will be issued serially for all Watershed Lands and together will comprise the Land Conservation Plan Volume III.

Property Specific Considerations

In accordance with the streamlined procedure adopted by the Commission in D.08-11-043, PG&E provides the following information as required by Ordering Paragraph 2:

(1) Identity of the Conservation Property

The Property comprises approximately 28 acres of land, identified as Parcels 893-895, on the map included in Attachment A, page 3, and is located in Placer County, just south of Rock Creek Reservoir. The Property is surrounded by private property.

(2) Type of Property Interest Disposition

Per Stewardship Council recommendation, PG&E will convey a conservation easement (Attachment B) to PLT to permanently protect the BPVs on the Property. PG&E will not receive nor claim any monetary proceeds or tax benefits from this transfer (Attachment C).

The value of this transaction is equal to the difference between the fair market value of the property unrestricted by the conservation easement and the fair market value of the property immediately after the imposition of the conservation easement (i.e., the diminution in taxable value that occurs as a result of the encumbrance of a property by a conservation easement).

Article XIII, Section 19 of the State Constitution grants the State Board of Equalization (SBE) the authority to annually assess properties owned or used by electric or gas utility companies for the purposes of taxation. The SBE's Statement of No Tax Benefit (Attachment C) states no changes will be made to the methodology used for assessing property value and that no change in the assessed value is anticipated following the transfer of the

conservation easement. For this reason, the transaction value related to the conveyance of the conservation easement to PLT is deemed to be zero dollars (\$0).

A. Property Encumbrances and Uses

There are recorded encumbrances for pipelines, canal use, roads and drainage on the Property. There are no unrecorded encumbrances and no existing agreements for economic use on the Property.

The Stipulation includes provisions to ensure the rights necessary to operate and maintain current and future hydroelectric and associated water delivery facilities are reserved, and the existing agreements for economic uses will be honored. Compliance with these requirements is reflected in the Conservation Easement (Attachment B, pages 3, 6, 11, 12 and Exhibit H).

B. Public Access

The Lower Drum – Bell Road Planning Unit is reached via Bell Road and New Airport Road.

PG&E does not provide formal recreational facilities on the Property. Public access to the Property will not be changed as a result of the donation of the Conservation Easement. Sections 9.2 and 9.3 of the Conservation Easement recognize that informal public uses may occur on the Property, and that public access is or may be inherent in the enjoyment of the informal uses and existing BPVs, and that existing public access will be allowed to continue subject to PG&E's ability to impose reasonable rules and regulations.

C. PG&E's Assumption of Liability

Section 12(f) of the Stipulation requires that PG&E hold the donee and/or conservation organization harmless for hazardous waste or substance liability. Fulfillment of this requirement is reflected in the Conservation Easement (see page 19 of Attachment B).

A partial environmental assessment of the Property, consisting of interviews, review of historical aerial photos and a review of historical and regulatory documents was performed in 2010-2011 to identify potential environmental issues. No significant issues were identified during the assessment.

(3) Legal Name and Location of Receiving Parties

Placer Land Trust
Attn: Executive Director
11641 Blocker Drive, Suite 220
Auburn, CA 95603

(4) Proposed Uses and Conservation Management Objectives:

As set forth in the Stipulation, the cornerstone of the Land Conservation Commitment is its requirement that the Watershed Lands be preserved and enhanced for the following broad range of BPVs, which are as follows:

- Protection of the Natural Habitat of Fish, Wildlife, and Plants
- Sustainable Forestry
- Outdoor Recreation by the General Public
- Preservation of Open Space
- Historic Values
- Agricultural Uses

The conservation easement for the Property ensures permanent protection of those BPVs listed in the Stipulation that are present on the Property. Exhibit D of the conservation easement (Attachment B) provides that the following BPVs are protected on this Property. These are:

A. Protection of the Natural Habitat of Fish, Wildlife, and Plants

Habitat for wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish and Wildlife and its successors.

B. Sustainable Forestry

Forest resources on the Property. Forest resources consist of foothill hardwood woodlands with scattered low elevation pine.

C. Preservation of Open Space

The scenic viewshed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.

D. Preservation of Historic and Cultural Values

Identified historical and cultural values, to the extent they are protected by state and federal law.

Stipulation BPVs listed below are not present on this Property and thus are not included in this conservation easement:

E. Outdoor Recreation by the General Public

F. Agricultural Uses

(5) Environmental Information

The proposed conveyance of a conservation easement constitutes no proposed changes to land use; thus, no direct or indirect environmental impacts will occur as a result. Therefore, the transaction does not constitute a "project" under the California Environmental Quality Act (CEQA). Accordingly, as stated in D.99-12-030 (pages 7 and 9), this advice letter process is not subject to review under CEQA.

PG&E's Review & Finding

PG&E has reviewed the transaction and documents herein, and has determined that the proposed transaction is compliant with requirements of the Stipulation. Additionally, this transaction will not have an adverse effect on the public interest or on the ability of the utility to provide safe and reliable service to customers at reasonable rates.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail by facsimile or electronically, any of which must be received no later than April 18, 2019, which is 20 days after the date of this submittal. 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 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.

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to this advice letter; the requirements for responding to advice letters are set forth in General Order 96-B, Rules 3.11; see also Decision 08-11-043 (as modified by Decision 10-08-004).

Effective Date

Pursuant to the review process outlined in D.08-11-043 (as modified by D.10-08-004), PG&E requests that this Category 1 advice submittal become effective as soon as possible.

Notice

In accordance with General Order 96-B, Section IV, and D.08-11-043, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list, Service List A.08-04-020 and I.02-04-026, Appendix A and additional parties identified by the Stewardship Council. Address changes to the General Order 96-B service list should be directed to e-mail 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. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments:

- A Land Conservation and Conveyance Plan
- B Deed of Conservation Easement and Agreement
- C State Board of Equalization Statement of No Tax Benefit

Note: The Transaction Agreement between PG&E and Placer Land Trust is available upon request.

cc: Service List Appendix A - Advice Letter 5512-E
Heidi Krolick, Stewardship Council
Erin Healy, Stewardship Council
Service List A.08-04-020, I.02-04-026
Additional Parties Identified by the Stewardship Council

***** SERVICE LIST Advice 5512-E *****
APPENDIX A

***** AGENCIES *****

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

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San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
rmp@cpuc.ca.gov

Michael Rosauer
Energy Division
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San Francisco, CA 94102
(415) 703-2579
fly@cpuc.ca.gov

Placer Land Trust
Attn: Executive Director
11641 Blocker Drive, Suite 220
Auburn, CA 95603
Telephone (530) 887-9222

Stewardship Council
Attention: Executive Director
3300 Douglas Blvd. Ste. 250
Roseville, CA 95661
Telephone: (916) 297-6660



ADVICE LETTER 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 WATER
 PLC HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5512-E

Tier Designation: 1

Subject of AL: Lower Drum - Bell Road Land Retained - Request for Approval under Decision (D.) 03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Keywords (choose from CPUC listing): Agreements, Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.03-12-035, D.08-11-043, D.10-08-004

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:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

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 proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Attachment A

Land Conservation and Conveyance Plan

Final LCCP

September 19, 2018



Stewardship
Council

Land Conservation and Conveyance Plan

PG&E Retained Lands at
Lower Drum (Bell Road) Planning Unit

Executive Summary

Subject

LCCP Lower Drum Planning Unit (Bell Road Parcels)
Land Conservation Plan Identification Numbers (Parcels) 893-895 as shown on the map attached as Exhibit 1 (Property)

Type of Property Interest Disposition

- PG&E to retain fee simple title to 28 acres within Parcels 893-895 of the Lower Drum planning unit.
- Placer Land Trust (PLT) to hold the conservation easement on the 28 acres within Parcels 893-895.

Summary

The 1,106-acre Lower Drum planning unit includes 45 legal parcels. 28 acres of the planning unit within Parcels 893-895 will be retained by PG&E and are the subject of this LCCP. Pending California Public Utilities Commission (CPUC) approval, PG&E and PLT will enter into a conservation easement that will encumber the 28 acres within Parcels 893-895. The remaining 79 acres of Parcels 893-895 are addressed in the Lower Drum-Rock Creek LCCP.

Property Location

The property subject to this LCCP consists of 28 acres in Placer County south of Rock Creek Reservoir.

Economic Uses and Agreements

There are recorded encumbrances for pipelines, canal use, roads, and drainage on the 28 acres to be retained by PG&E in the Lower Drum planning unit. There are no unrecorded encumbrances or existing agreements for economic uses on the 28 acres to be retained by PG&E in Parcels 893-895 of the Lower Drum planning unit.

Preserving and/or Enhancing the Beneficial Public Values

The conservation easement for the property within Parcels 893-895 lists the following Beneficial Public Values (BPVs) that are to be protected:

- Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.
- Forest resources on the Property. Forest resources consist of foothill hardwood woodlands with scattered low elevation pine.

- The scenic view shed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.
- Identified historical and cultural values, to the extent they are protected by state and federal law.

Tax Neutrality

PG&E will continue to own and pay property taxes on the property.

Hazardous Waste Disclosure

PG&E confirmed it has provided the Lower Drum Planning Unit Environmental Site Assessment Report, prepared by AMEC Geomatrix, Inc., dated December 1, 2011, to PLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

Consideration of Parcel Split

PG&E will retain fee title to all 107 acres within Parcels 893-895 (e.g., the 28 acres within Parcels 893-895 that are a part of this LCCP and the remaining 79 acres of these parcels as described in the Lower Drum-Rock Creek LCCP). Therefore, there is no need for a parcel split.

Applicable CEQA Exemption(s) or Reason Why Transaction is not a “Project Under CEQA”

The establishment of a conservation easement is categorically exempt under Section 15325 of the CEQA Guidelines (CFR Title 14, Chapter 3).

The Bell Road Parcels transaction will not result in a direct physical change or a reasonably foreseeable indirect physical change in the environment; therefore, the Stewardship Council does not believe that the transaction is a project under CEQA. In addition, the transfer of land to preserve open space, habitat, or historical resources is categorically exempt under Section 15324 of the CEQA guidelines (CFR Title 14, Chapter 3).

Exhibit 1. Map of the Property

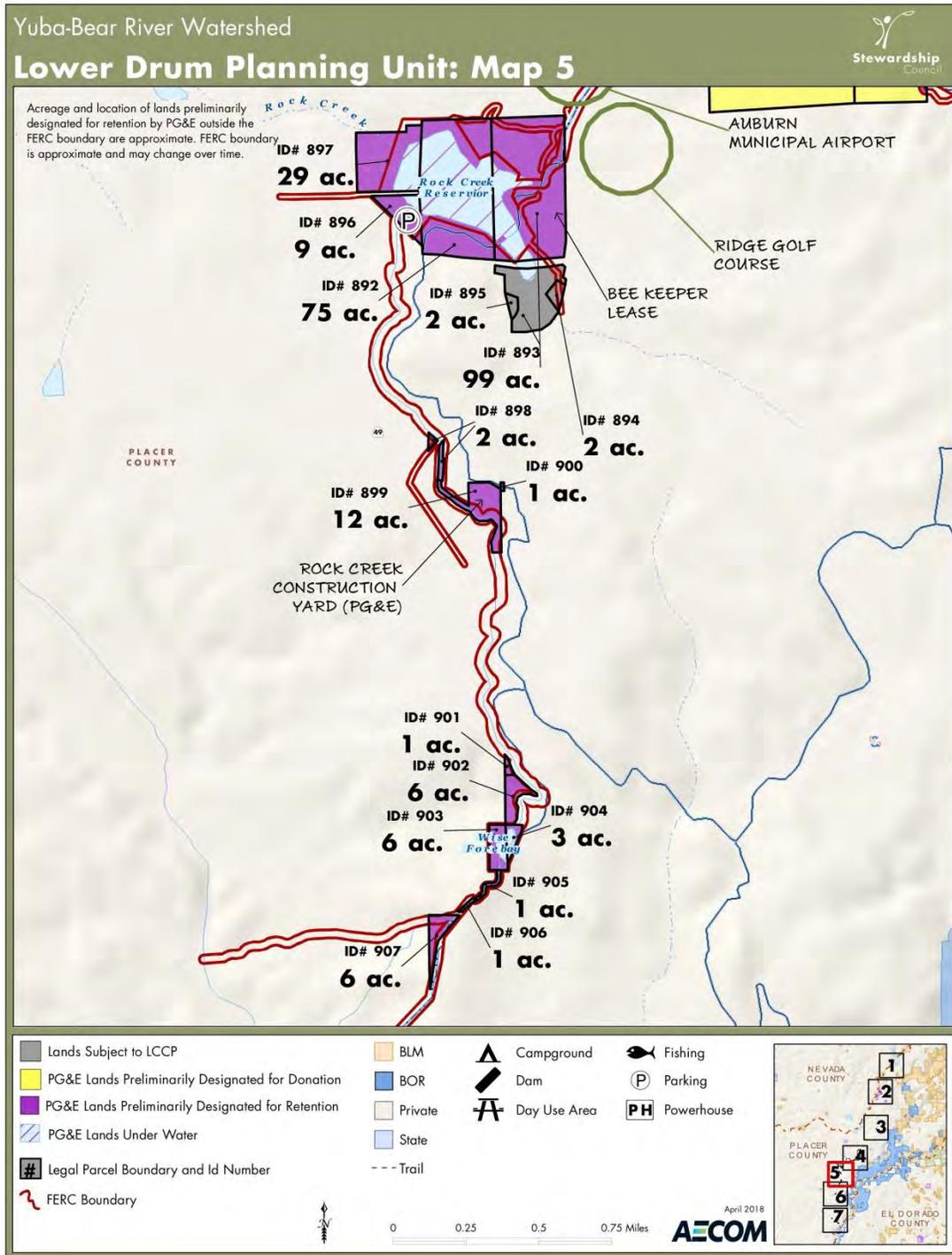


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Introduction

The Pacific Forest and Watershed Lands Stewardship Council (Stewardship Council) is a private, nonprofit foundation established in 2004 pursuant to a Settlement Agreement and a Stipulation Resolving Issues Regarding the Land Conservation Commitment approved by the California Public Utilities Commission (CPUC) in Decision 03-12-035 (Dec. 18, 2003). The Stewardship Council Board of Directors includes appointees from state and federal agencies, water districts, Native American and rural interests, forest and farm industry groups, conservation organizations, the CPUC, and Pacific Gas and Electric Company (PG&E).

The Stewardship Council has developed a plan to protect more than 140,000 acres of watershed lands (Watershed Lands) currently owned by PG&E for the benefit of the citizens of California. Protecting the Watershed Lands will be accomplished through (1) PG&E's grant of conservation easements to one or more public agencies or qualified conservation organizations so as to protect 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 (collectively the Beneficial Public Values), and in some cases, (2) PG&E's donation of the Watershed Lands in fee to one or more public entities or qualified conservation organizations, whose ownership would be consistent with these conservation objectives.

Located primarily in the Sierra Nevada and Cascade Mountain range watersheds, the Watershed Lands contain some of the most pristine and resource-rich landscapes found in the state. The properties are diverse and geographically remote, located in 21 counties from the northern reaches of the state to the southern end of the Central Valley.

As required by the Settlement and Stipulation, the Stewardship Council prepared a Land Conservation Plan (LCP) to establish a framework for the conservation and/or enhancement of the Watershed Lands, and to ensure the permanent protection of these lands for the benefit of current and future generations of Californians. To address the challenge of a conservation effort of this large scope and unique nature, and to facilitate engagement of a wide range of stakeholders and interested members of the public, the Stewardship Council grouped the Watershed Lands into 47 planning units and established a phased approach to development and implementation of the LCP.

In 2007, the Stewardship Council board adopted Volumes I and II of the LCP:

- **Volume I:** The Land Conservation Framework establishes the overall framework for the LCP, including legal requirements, the planning process, methodologies, public involvement, and relevant regulatory processes.
- **Volume II:** Planning Unit Concepts documents existing conditions and presents management objectives, potential measures, and conceptual plans to preserve and/or enhance the Beneficial Public Values (BPVs) within each planning unit. It also documents existing economic uses.

Volume III, consisting of Land Conservation and Conveyance Plans (LCCPs) to be issued serially and cumulatively, will encompass a series of real estate transaction packages that will detail the specific land conservation and/or disposition requirements for each parcel or parcel cluster. LCCPs represent the Stewardship Council's recommendations for preserving and/or enhancing the BPVs of the Watershed Lands, and are intended to support required regulatory approvals of the land transactions resulting from the Stewardship Council's recommendations. The content of the LCCP spans a number of issues required by the Settlement and Stipulation, such as an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any Federal Energy Regulatory Commission (FERC) license, FERC license renewal, or other regulatory requirements. In addition, conservation easements will honor existing agreements for economic uses, including consumptive water deliveries, and preserve or enhance reasonable public access to the Watershed Lands.

During the development of LCP Volumes I and II and the LCCPs, the Stewardship Council implemented a public outreach program to ensure local communities, elected representatives, neighboring property owners, and other key stakeholders had many opportunities to engage in the Stewardship Council's effort to preserve and enhance the Watershed Lands. To solicit additional input from the public on potential fee title recipients or conservation easement holders (referred to as donees), the Stewardship Council hosted a series of public information meetings. These meetings were designed to (1) provide an overview and update on the Stewardship Council's Land Conservation Program, (2) outline next steps, timeline, and opportunities for additional public input, and (3) solicit public input on the desired qualifications of potential donees and the future stewardship of the planning units.

Public input that the Stewardship Council received as a result of the public outreach process, including comments on Volume II of the LCP, comments from public information meetings on the selection of donees and other issues, and correspondence received by the Stewardship Council were considered by the Stewardship Council in its evaluation of the potential donees and their land stewardship proposals. In addition to public meetings, the public was given the opportunity to participate in all of the Stewardship Council's public board meetings where decisions were made on fee title and conservation easement donees. Prior to making a decision regarding the disposition of any parcel, the Stewardship Council will provide notice to the Board of Supervisors of the affected county, each affected city, town, and water supply entity, each affected Tribe and/or co-licensee, and each landowner located within one mile of the exterior boundary of the parcel, by mail or other effective manner. A summary of the public outreach process for this subject LCCP, the Lower Drum planning unit, is provided in Appendix 1. Furthermore, the proposed LCCP will be made available for public review and comment before it is forwarded by the Watershed Planning Committee to the board for its review and approval.

The Stewardship Council Board of Directors recommends that Placer Land Trust (PLT) hold a conservation easement encumbering 28 acres within Parcels 893-895 in the Lower Drum planning unit that are to be retained by PG&E.

Table 1-1 identifies Stipulation requirements that will be addressed in the LCCP and includes pertinent language from the Stipulation.

Table 1 Stipulation 12(a) Requirements

<p>(1) Acreage, Existing Economic Uses and Agreements <i>“Reasonably exact estimates of acreage, by parcel, within or outside licensed project boundaries, and existing economic uses (including all related agreements);”</i></p>
<p>(2) Objectives to Preserve and/or Enhance <i>“Objectives to preserve and/or enhance the BPVs, as defined in the Settlement Agreement, Appendix E, of each individual parcel;”</i></p>
<p>(3) Retention or Donation of Fee Title and Recommendation for Conservation Easement Donation <i>“A recommendation for grant of a conservation easement or fee simple donation for each such parcel;”</i></p>
<p>(4) Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance BPVs <i>“A finding that the intended donee of such easement or fee simple has the funding and other capacity to maintain that property interest so as to preserve and/or enhance the BPVs thereof;”</i></p>
<p>(5) Analysis of Tax and Other Economic and Physical Impacts <i>“An analysis of tax and other economic and physical impacts of such disposition strategy, and a commitment by an appropriate entity to provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county under the LCC will be ‘tax neutral’ for that county;”</i></p>
<p>(6) Hazardous Waste Disclosure <i>“A disclosure of all known hazardous waste or substance contamination or other such environmental liabilities associated with each parcel;”</i></p>
<p>(7) Consideration of Parcel Split <i>“Appropriate consideration whether to split any parcel which is partly used or useful for operation of PG&E’s and/or a co-licensee’s hydroelectric facilities, where the beneficial public values of the unused part may be enhanced by such split, provided that it is consistent with Section 12(b)(4) of this Stipulation and that, in the event that governmental approval of a parcel split imposes conditions or restrictions on other PG&E property, the decision to accept or reject such conditions will be at PG&E’s sole discretion;”</i></p>
<p>(8) Strategy for Physical Measures to Enhance BPVs <i>“A strategy to undertake appropriate physical measures to enhance the BPVs of individual parcels; provided that no such measure will be in conflict with the provisions of Settlement Agreement paragraph 17(c) and Appendix E paragraph 1;”</i></p>
<p>(9) Monitoring Plan for the Economic and Physical Impacts of Disposition and Implementation of Enhancement Measures <i>“A plan to monitor the economic and physical impacts of disposition and implementation of enhancement measures on the applicable management objectives;”</i></p>
<p>(10) Implementation Schedule for Transactions and Measures <i>“A schedule for the implementing transactions and measures.”</i></p>

1. Acreage, Existing Economic Uses and Agreements

Acreage and Property Description

28 acres in Parcels 893-895 will be retained by PG&E and, consistent with the conditions in the Settlement Agreement, will be encumbered with a perpetual conservation easement, granted by PG&E to PLT as described in Chapter 3. The remaining 79 acres within Parcels 893-895 will also be retained by PG&E and be subject to a conservation easement as described in the Lower Drum-Rock Creek LCCP.

The Lower Drum planning unit is located in close proximity to the City of Auburn, and offers both recreation and open space opportunities. The elevation of this planning unit ranges between 700 and 2,000 feet mean sea level (msl). The planning unit is located in the Sierra Nevada foothills and is composed of small reservoirs, oak and pine woodlands, wetlands, and grasslands.

The Bell Road property provides suitable habitat for a variety of species within the riparian corridors along Rock Creek, blue oak woodlands, and grasslands. These plant communities provide habitat for almost the entire suite of potential wildlife species that could occur in Placer County's foothills.

There is one PG&E Timber Management Unit (TMU) within Parcels 893-895; however, there are no timbered acres within this TMU.

Though there are three agricultural leases in the Lower Drum planning, they are not located on Parcels 893-895.

The Property is currently fenced and posted with No Trespassing signage, so there is no public recreation. PLT has indicated interest in proposing recreation with a walking trail on the Property, which would be allowed in the conservation easement.

The Southern Maidu and Washoe once lived in the area around the Lower Drum planning unit. Cultural resources present at the site include prehistoric resources related to Native American occupation of the project area, including bedrock milling features, and historic resources related to historic use of the land for ranching and other activities. However, only limited portions of the planning unit have been inventoried for cultural resources.

Adjacent and Nearby Landowners

The 28 acres within Parcels 893-895 to be retained by PG&E are surrounded by private property and are accessed via Bell Road and New Airport Road.

The Stewardship Council notified and invited landowners located within one mile of the subject parcels to provide comment during key phases of the land conservation and conveyance planning process.

Existing Economic Uses and Agreements

There are recorded encumbrances for pipelines, canal use, roads, and drainage on the 28 acres to be retained by PG&E in the Lower Drum planning unit. There are no unrecorded

encumbrances or existing agreements for economic uses on the 28 acres to be retained by PG&E in Parcels 893-895.

PG&E reserves rights in the conservation easement to maintain and operate existing and future utility facilities over portions of the parcels. The specific Hydro Reserved Rights are set forth in the conservation easement, which can be found in Appendix 2.

2. Objectives to Preserve and/or Enhance the BPVs

The Land Conservation Commitment provides that “PG&E shall ensure that the Watershed Lands it owns... 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. PG&E will protect these beneficial public values associated with the Watershed Lands... from uses that would conflict with their conservation. PG&E recognizes that such lands are important to maintaining the quality of life of local communities and all the people of California in many ways, and it is PG&E’s intention to protect and preserve the beneficial public values of these lands under the terms of any agreements concerning their future ownership or management.”¹

The following text lists the objectives for each BPV at the Lower Drum planning unit that the Stewardship Council board approved in LCP Volume II, as well as a description of how the conservation easement addresses each objective and each applicable BPV.

The conservation easement will protect the BPVs, subject to PG&E’s hydro and other reserved rights as provided in the conservation easement.

1. Objective: Preserve and enhance habitat in order to protect special biological resources.

The conservation easement (Appendix 2) includes a list of BPVs that will be protected including the following BPV: “Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.”

2. Objective: Preserve open space in order to protect natural and cultural resources and the recreation setting.

The conservation easement will conserve the scenic character of the property by ensuring that no further development will occur unless specifically authorized or permitted by the conservation easement.

3. Objective: Enhance recreational facilities in order to provide additional public access, education, and recreation opportunities.

The property is currently fenced and posted with No Trespassing signage, so there is no public recreation. PLT has indicated interest in proposing recreation with a walking trail on the property, which would be allowed in the conservation easement.

¹ Land Conservation Commitment I.02-04-026, Appendix E, p. 38

4. Objective: Develop and implement forestry practices in order to contribute to a sustainable forest, preserve and enhance habitat, as well as to ensure appropriate fuel load and fire management.

Forest management activities will be subject to compliance with applicable laws and conducted as further described and allowed in the conservation easement (Appendix 2).

5. Objective: Preserve and enhance grazing in order to support associated economic benefits, as well as to protect open space and habitat resources.

There is no current agricultural use of this property, so agriculture is not included as a BPV for this LCCP.

6. Objective: Identify and manage cultural resources in order to ensure their protection, as well as to support opportunities for public education.

The conservation easement will protect identified historical and cultural values on the property to the extent they are protected by state and federal law.

3. Recommendations for Conservation Easement Donation

The Settlement and Stipulation require that the Watershed Lands: (1) be subject to permanent conservation easements restricting development of the Watershed Lands so as to protect and preserve the BPVs, and/or (2) be donated in fee simple to one or more public entities or qualified nonprofit conservation organizations, whose ownership will ensure the protection of these BPVs.

Donee Selection Process

The Stewardship Council used a formal multi-step process to solicit and select organizations interested in becoming a conservation easement holder at the Lower Drum planning unit. Commencing in 2005, the Stewardship Council engaged in a robust public outreach process to solicit interest from eligible entities in receiving fee donations or holding conservation easements on PG&E Watershed Lands. Numerous meetings were held throughout the Watershed Lands with interested organizations and other stakeholders.

The formal solicitation and selection process consisted of the following key steps:

- Organizations were invited to register via the Stewardship Council’s Interested Donee Registry and were invited to submit a statement of qualifications (SOQ). The Stewardship Council reviewed the SOQs that were submitted to identify organizations that: (a) were determined to be a qualified nonprofit conservation organization; a federal, state or local governmental entity; or, a recognized tribe; (b) appeared to have sufficient financial and organizational capacity relative to the property interest sought within the planning unit; and, (c) appeared to be capable of satisfying the requirements of the Settlement and Stipulation for receiving a donation of fee title or to hold the conservation easement.
- Organizations interested in a fee title donation were invited to submit a land stewardship proposal (“LSP” or “proposal”) describing their capacity and interest in preserving and enhancing the BPVs. Organizations who were invited to submit a LSP were invited to tour the lands of interest with representatives of PG&E and the Stewardship Council. Three LSPs were received for the Lower Drum Planning unit from Auburn Area Recreation and Park District, Placer County Water Agency, and Placer County. Only Auburn Area Recreation and Park District indicated interest in Parcels 893-895.
- The LSPs were posted on the Stewardship Council’s website.
- Organizations demonstrating sufficient capacity and determined by the Stewardship Council to be best-suited to receive a donation of property interest (fee or conservation easement) in particular Watershed Lands within a planning unit are being recommended to PG&E to receive fee title and/or conservation easements.

Retention or Donation of Fee Title

The Settlement Agreement states that PG&E will not be expected to make fee simple donations of Watershed Lands with hydroelectric project features, and conservation easements and enhancements may not interfere with hydroelectric operations. In general, PG&E will retain fee title to those Watershed Lands within the boundaries of hydroelectric projects licensed by the FERC, as well as other properties required for continuing and future utility operations. However, these Watershed Lands will be conserved via a conservation easement. See Appendix 4 for a description of PG&E's Land Conservation Commitment.

The Lower Drum planning unit encompasses approximately 1,106 acres. Approximately 721 acres were identified by PG&E as lands not necessary for current and future utility operations. Therefore, these 721 acres of land were made available for fee title donation. Based on the review of land stewardship proposals, the Stewardship Council recommended on November 16, 2011 that the Auburn Area Recreation and Park District (ARD) be the prospective donee of fee title to 28 acres in Parcels 893-895. However, upon further evaluation of this property, the ARD withdrew interest in fee title donation. Given no other LSPs were received for Parcels 893-895 and the small size of the property, PG&E will retain the 28 acres.

Lands to be Retained by PG&E

28 acres within Parcels 893-895 of the Lower Drum planning unit will be retained in fee by PG&E.

The map in Exhibit 1 shows all of the land within Parcels 893-895 that will be retained by PG&E. The map also shows key features in the planning unit and surrounding area, and the ownership of adjacent land.

Conservation Easement

The Settlement Agreement states “the conservation easements shall provide for the preservation of land areas for 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, and shall prevent any other uses that will significantly impair or interfere with those values. Conservation easements on the Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements. In addition, conservation easements will honor existing agreements for economic uses, including consumptive water deliveries. The conservation easements shall be donated to and managed by one or more non-profit conservation trustees, qualified conservation organizations or public agencies with the experience and expertise to fully and strictly implement the conservation easements” (Land Conservation Commitment I.02-04-026, Appendix E, pp. 38-39).

For the complete text of the conservation easement, see Appendix 2.

Conservation easements must be donated to nonprofit organizations, Native American tribes, or public agencies that meet the requirements of California Civil Code section 815.3 and possess the experience and capacity to fully and strictly implement the terms of the conservation easement. The PLT will hold the conservation easement over the lands within the Lower Drum planning unit that are the subject of this LCCP. The qualifications of PLT are described in Chapter 4.

Accordingly, immediately following the Section 851 approval of PG&E's grant of a conservation easement over lands retained by PG&E in the Lower Drum planning unit, PG&E and PLT will execute the conservation easement and it will be recorded.

4. Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance the BPVs

Selected Organizations

At the conclusion of the Donee Selection Process referenced above in Section 3, the following organization was endorsed by the Stewardship Council board on September 15, 2011:

- Placer Land Trust (PLT) to hold a conservation easement over 28 acres to be retained by PG&E within Parcels 893-895 in the Lower Drum planning unit.

Capacity of Selected Organizations

The Stewardship Council board finds that PLT has the funding and other capacity to maintain the property interest so as to preserve and/or enhance the BPVs².

- Established in 1991, PLT's mission is to work with willing landowners and conservation partners to permanently preserve natural and agricultural lands in Placer County for future generations.
- PLT holds 28 conservation easements totaling 4,870 acres, including ten over lands owned by public agencies. In addition, PLT owns 17 fee properties totaling 3,613 acres.
- PLT is guided by a nine-member board of directors and is staffed by an Executive Director, Conservation Director, Operations Director, Stewardship Manager, Land Manager, Development and Communications Manager, Program Manager and Operations Specialist. PLT's staff has expertise in strategic land acquisitions, natural resources management, forestry, habitat restoration, ecology, agriculture and community outreach and volunteer management.
- PLT is an accredited land trust.

² Stipulation, Section 12(a)(4)

5. Analysis of Tax and Other Economic and Physical Impacts

The Settlement and Stipulation require that the LCCP provide “an analysis of tax and other economic and physical impacts of such disposition strategy, and a commitment by an appropriate entity (which may be PG&E, subject to being authorized by the Commission to fully recover in rates any such costs in approving PG&E’s Section 851 application or in another appropriate Commission proceeding, Stewardship Council, donee, or a third party, depending on the individual circumstances) to provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county under this Land Conservation Commitment will be ‘tax neutral’ for that county.”

Property Tax Analysis

PG&E is retaining fee title ownership of 28 acres within Parcels 893-895 and as such, PG&E will continue to pay property taxes to Placer County as assessed by the State Board of Equalization.

Other Economic and Physical Impacts

The Settlement and Stipulation require an analysis of the physical and economic impacts of each disposition. The agreements for the conservation easement on Parcels 893-895 have not mandated any changes to the physical or economic uses and PG&E intends to manage the lands in a manner consistent with the current physical and economic uses.

No new activities are proposed that will result in physical impacts.

The conservation easement will prohibit development and other uses of the land that would significantly impair the BPVs, all subject to PG&E’s Hydro Reserved Rights. PG&E’s Hydro Reserved Rights are referenced in the conservation easement, which can be found in Appendix 2.

6. Hazardous Waste Disclosure

The Stipulation states that in the transfer of fee title and conveyance of a conservation easement, PG&E will disclose all known hazardous waste, substance contamination, or other such environmental liabilities associated with each parcel and hold the donee harmless.

Lands to be Retained by PG&E

PG&E is retaining fee title ownership of 28 acres within Parcels 893-895 of the Lower Drum planning unit and confirmed it has provided the Lower Drum Planning Unit Environmental Site Assessment Report, prepared by AMEC Geomatrix, Inc., dated December 1, 2011, to PLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

7. Consideration of Parcel Split

PG&E will retain fee title to all 107 acres within Parcels 893-895 (e.g., the 28 acres within Parcels 893-895 that are a part of this LCCP and the remaining 79 acres of these parcels as described in the Lower Drum-Rock Creek LCCP). Therefore, there is no need for a parcel split.

8. Strategy for Physical Measures to Enhance the BPVs

The Stewardship Council developed and implemented a strategy to identify and undertake appropriate physical measures to enhance the BPVs of the Watershed Lands consistent with Settlement Agreement paragraph 17(c)³ and Appendix E, paragraph 1.

During the preparation of Volume II of the LCP, a number of potential physical enhancement measures to preserve and/or enhance the BPVs were identified. These measures were identified with public input and were intended to be illustrative in nature and subject to change over time in coordination with the future landowner.

The Stewardship Council has developed a grant program that will fund selected enhancements on the Watershed Lands. It is anticipated that grant funding will be available to accomplish future projects that enhance one or more of the six Beneficial Public Values. Projects may include habitat restoration or physical measures such as developing trails, day use areas, and other public access improvements.

³ Settlement Agreement Paragraph 17(c) states, “PG&E shall fund PG&E Environmental Enhancement Corporation with \$70 million in Cash to cover administrative expenses and the costs of environmental enhancements to the Watershed Lands... provided that no such enhancement may at any time interfere with PG&E’s hydroelectric operations maintenance or capital improvements.”

9. Monitoring Plan for the Economic and Physical Impacts of Disposition and Implementation of Enhancement Measures

The Stipulation requires that the LCCP outline a plan to monitor the economic and physical impacts of disposition and implementation of enhancement measures.

The conservation easement holder is required to monitor every conservation easement that it holds to ensure that the landowner is complying with the terms of the easement. The Stewardship Council will enter into a Conservation Easement Funding Agreement (Appendix 3) with each conservation easement holder whereby the holder will receive a monitoring and enforcement endowment from the Stewardship Council to fund its monitoring activities.

To further meet the requirement of monitoring the economic and physical impacts, the Stewardship Council will enter into an agreement with the Sierra Nevada Conservancy (SNC), a state agency, whereby the agency will agree to undertake certain duties designed to monitor the impacts of PG&E's Land Conservation Commitment.

When the Stewardship Council has completed its work, it will be dissolved. Prior to its dissolution, the Stewardship Council expects to prepare a report providing an assessment of any economic and physical impacts resulting from the Land Conservation Commitment as of that time. Stewardship Council's close-out report will include, among other things, the following information:

- How the property tax neutrality requirement was satisfied with regard to each parcel donated to a tax exempt organization.
- A report regarding the enhancements that were funded by the Stewardship Council.

It is anticipated that several years after the dissolution of the Stewardship Council, SNC will prepare a report assessing the physical and economic impacts of the Land Conservation Commitment up until that time. The report is expected to cover the following topics:

- Impact of the Land Conservation Commitment on agreements for economic uses.
- Changes in entities holding conservation easements or fee title.
- Performance of duties by conservation easement holders.

In addition to preparing an assessment report, which will be submitted to the CPUC and PG&E, SNC will serve as a public repository for key transaction documents and other documents pertaining to the Land Conservation Commitment through June 2025.

10. Implementation Schedule for Transaction and Measures

Schedule for Transaction

- CPUC review and approval (2019)
- Close of escrow (2019)
- Stewardship Council release of funds to PLT per conservation easement funding agreement (2019)

Compliance with Local Land Use Planning Requirements

Future management of the Lower Drum property is anticipated to comply with all applicable County ordinances and/or General Plan policies.

Appendix 1: Summary of Public Outreach

SUMMARY OF PUBLIC OUTREACH PROGRAM

The Stewardship Council established a comprehensive public outreach program to both inform and solicit input from the public on the development and implementation of a plan to permanently protect over 140,000 acres of PG&E watershed lands. A variety of tools and techniques are used to engage the public, including:

- Stewardship Council Website: the website provides background information on the land conservation program and is regularly updated with board meeting agendas and minutes, proposed recommendations, and other announcements.
- Stakeholder Database and E-mailing: regular e-mail notifications are sent directly to individuals and organizations that have signed-up to receive e-mails. The e-mails provide updates on the status of the land conservation program, including pending actions by the board and upcoming public meetings.
- Targeted Newspaper Noticing and Paid Advertisements: newspaper advertisements and notices are placed in local newspapers circulated in the area where a board or public meeting is taking place or in communities that may have an interest in a particular topic on an upcoming meeting agenda.
- News Releases: news releases are issued to statewide and local media outlets at key intervals during the planning process.
- Public Information Meetings and Workshops: public information meetings and workshops are conducted throughout the watershed lands to provide updates and solicit input from interested stakeholders on the land conservation program and individual planning units. In many workshops, public comments were sought on potential measures to protect and enhance the beneficial public values on specific lands as well as the desired qualifications of potential donee organizations. Individuals and organizations unable to attend are provided an opportunity to submit comments in writing and review meeting summaries posted on the web site.
- Notice by Mail of Pending Decisions Regarding the Conveyance of Individual Parcels and Invitation to Comment:
 - Noticing of Affected Governmental Entities: prior to the Watershed Planning Committee forwarding a recommendation to the board that a proposed Land Conservation and Conveyance Plan (LCCP) be adopted by the board, a notice will be mailed to the Board of Supervisors of the affected county; each affected city, town, and water supply entity; and each affected tribe and/or co-licensee.
 - Noticing of landowners: postcards or letters are sent to all landowners located within one mile of lands that are the subject of a proposed LCCP prior to the Watershed Planning Committee forwarding a recommendation to the board that the proposed LCCP be adopted by the board.
- Individual Meetings with Stakeholders: Over the course of the preparation of Volumes I and II of the Land Conservation Plan (LCP) and the LCCP, Stewardship Council staff met, and communicated via the telephone and email, with a number of stakeholders interested in the Watershed Lands.

Appendix 1: Summary of Public Outreach

- The Stewardship Council Board of Directors meets five to six times per year, typically on a bimonthly schedule. At the board meetings, the public is invited to directly address the board on an agenda item or on any other matter. The meetings have been held at locations in northern and central California and across the watershed lands to help facilitate public participation. Agendas are available one week prior to meetings, and meeting minutes are posted on the Stewardship Council public website approximately three weeks following those meetings.

LOWER DRUM PLANNING UNIT PUBLIC OUTREACH

Highlighted below are the opportunities that have been, or are being, provided for public input on key documents and decisions concerning the Lower Drum planning unit and the land conservation and conveyance process.

I. PUBLIC REVIEW OF VOLUMES I AND II OF THE LCP

The Draft Land Conservation Plan Volumes I and II were released in June 2007 for a 60-day public comment period. During this time, the Stewardship Council held ten public meetings to publicize the availability of the Draft LCP and to encourage public comment. These meetings were advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to local newspapers, a paid advertisement in local papers, and a postcard sent to all landowners on record that reside within one mile of any PG&E parcel. Comments were received via email, the website, and hardcopy letters. The comments were reviewed, and responded to individually; and the text in the draft LCP was revised as appropriate.

No public comments were submitted concerning Parcels 893-895 of the Lower Drum Planning Unit during public review of Volumes I and II of the LCP.

II. NOTICING OF LANDOWNERS WITHIN ONE MILE

In the fall of 2006 a postcard was distributed to the approximately 26,000 landowners located within one mile of the exterior boundary of all the parcels to notify and invite comment on Volume I and II of the LCP. A postcard was also sent to notify and invite all landowners located within one mile of the parcels within the Lower Drum planning unit to a Public Information Meeting that was held in Auburn on April 14, 2011. In addition, simultaneous with the release of the proposed subject LCCP for public comment, adjacent landowners located within one mile of the subject parcels are noticed by mail 30 days before the Watershed Planning Committee considers forwarding the proposed subject LCCP to the board for final approval.

III. PUBLIC INFORMATION MEETING

A Public Information Meeting workshop for several planning units in the Yuba-Bear Watershed Area was hosted by the Stewardship Council on April 14, 2011, in Auburn, California. The meeting concerned six planning units: Bear River, Chili Bar, Fordyce Lake, Lake Spaulding, Lower Drum, and Narrows. Attendees at the workshop included a total of 58 individuals representing a wide variety of interests including local, state, federal, and tribal governments; and community organizations. The meeting was advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the

Appendix 1: Summary of Public Outreach

Stewardship Council's web site, a press release issued to the local newspaper, and a postcard sent to all landowners on record located within one mile of any PG&E parcel associated with the Lower Drum planning unit.

The purpose of the workshop was to: (1) provide a review and update on the Stewardship Council's Land Conservation Program; and, (2) solicit additional public input on future stewardship of the six planning units. Stations were set up with maps, other pertinent information, and easels with blank paper.

Below is a summary of comments related to the Lower Drum planning unit that apply to Parcels 893-895 and were recorded on the easels and provided on comment cards.

Lower Drum Planning Unit

- Enhance recreation in the Rock Creek Reservoir area for nearby residents
- Implement fire prevention treatments where there is a need, specifically on extremely overgrown areas
- Develop a trail that would provide access to the entire planning unit

General Comments Concerning the Yuba-Bear Watershed Area

- Mineral resources should be included as a beneficial public value.
- Lands available for donation should be transferred to an entity that will preserve and enhance public access.
- Understand that all of the parcels have a history of land use and are no longer pristine.
- Provide adequate time for the public to review and provide comments on the land stewardship proposals, proposed donee recommendations, and conservation easements.
- Provide parcel-specific goals to promote public understanding and comment.

IV. PUBLIC REVIEW OF LAND STEWARDSHIP PROPOSALS

On May 13, 2011, the Stewardship Council received three Land Stewardship Proposals from organizations interested in being considered for a donation of fee title to certain lands located within the Lower Drum planning unit. Auburn Area Recreation and Park District submitted the only Land Stewardship Proposal that requested fee donation of property subject to the Bell Road LCCP (Parcels 893-895).

V. PUBLIC REVIEW OF LAND CONSERVATION PROGRAM POLICIES & GUIDELINES

Public comment was sought on policies and guidelines that helped inform the Stewardship Council's land conservation and conveyance process. These documents were provided to the public in advance of being reviewed and endorsed by the Watershed Planning Committee or Fiduciary Committee and forwarded to the board for review and consideration.

Land Conservation Program Funding Policy

Appendix 1: Summary of Public Outreach

The Stewardship Council created a Land Conservation Program Funding Policy to help guide future planning and decision-making regarding funding of the long term management and stewardship of the watershed lands. In June and July, 2009, the draft policy was posted on the Stewardship Council's web site and made available for review and comment to a group of stakeholders consisting of all registered potential donees and representatives of the counties in which the watershed lands are located. Two comments were received during the 30-day review and comment period. Both comments were reviewed, and it was determined that neither comment necessitated a change in the draft policy. The Stewardship Council's Board of Directors adopted the policy at a public board meeting in Sonora, Calif. on September 17, 2009.

Guidelines for Achieving Property Tax Neutrality

The Stewardship Council created guidelines for achieving property tax neutrality to describe scenarios when the Stewardship Council will make property tax payments to affected counties as in lieu payments for property taxes that are lost due to the donation of PG&E watershed lands to an entity that is exempt from paying property taxes. The guidelines also defined a set of overarching assumptions regarding property tax neutrality payments. The draft guidelines were posted on the Stewardship Council's web site in December 2010. A notice inviting review and comment on the guidelines was sent to the Stewardship Council's stakeholder database. Additional targeted outreach was performed to inform the affected counties. Nine comments were received during the 60-day review and comment period. After consideration of public comments, the Stewardship Council Board adopted a set of guidelines at its public board meeting on March 30, 2011.

Proposed methodology for achieving tax neutrality

The proposed methodology for achieving tax neutrality on donated lands was e-mailed to all land stakeholders and posted on Stewardship Council's website for public review and comment on January 9, 2012. The deadline for submission of comments was March 9, 2012. The Stewardship Council received one request to extend this deadline, which was granted. By the new deadline March 30, 2012, six comments were received. Upon consideration of the comments received, the Stewardship Council board deferred adoption of the full methodology until the June 27, 2012 board meeting so that the affected counties could be notified of the proposed change to the capitalization rate. No comments were received on the revised capitalization rate. The revised methodology was adopted by the board at its June 27, 2012 meeting.

VI. WATERSHED PLANNING COMMITTEE RECOMMENDATIONS OF FEE TITLE AND CONSERVATION EASEMENT DONEES

Staff recommendations for prospective fee title donees and conservation easement holders that are endorsed by the Watershed Planning Committee are posted on the Stewardship Council's website for public review and comment. The proposed board action is noticed via an e-mail sent to contacts in the Stewardship Council's database. In addition, public board meetings are advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to local papers, and an advertisement placed in local newspapers in the area where a board or public meeting is taking place or in communities that may have an interest in a

Appendix 1: Summary of Public Outreach

particular topic on an upcoming meeting agenda. The board action taken is also noted in the meeting minutes that are posted on the Stewardship Council's website following each meeting.

All public comments received by staff concerning the fee and conservation easement recommendations at the Lower Drum planning unit were provided to the board for consideration at the relevant public board meetings.

VII. PUBLIC REVIEW OF THE LAND CONSERVATION AND CONVEYANCE PLANS

The public is provided an opportunity to review and comment on the proposed Land Conservation and Conveyance Plans (LCCPs), and the comments received are shared with board members prior to the Watershed Planning Committee's forwarding the proposed LCCP to the board for its review and approval. The 30-day public review and comment periods are announced via an e-mail sent to contacts in the Stewardship Council's database, a posting on the Stewardship Council's web site, and an advertisement placed in local newspapers in communities that may have an interest in a particular planning unit. A notice inviting review and comment on the proposed LCCP is also sent to all landowners on record located within one mile of the subject PG&E parcels and to PG&E leaseholders. In addition, a notice is mailed to the board of supervisors of the affected county; each affected city, town, and water supply entity; and each affected tribe and/or co-licensee. After receiving public comment, the Watershed Planning Committee may make revisions to a proposed LCCP prior to forwarding a recommendation to the board.

VIII. STEWARDSHIP COUNCIL BOARD OF DIRECTORS MEETINGS

Proposed LCCPs endorsed by the Watershed Planning Committee are posted on the Stewardship Council's website for additional public review and comment approximately 30 days prior to being considered by the board at a public board meeting. The posting of proposed LCCPs is advertised via an e-mail sent to contacts in the Stewardship Council's database. In addition, public board meetings are advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to local papers, and an advertisement placed in local newspapers in the area where a board or public meeting is taking place or in communities that may have an interest in a particular topic on an upcoming meeting agenda. The board action taken is noted in the meeting minutes that are posted on the Stewardship Council's website following each meeting.

All public comments received will be provided to the board. There is also an additional opportunity for public comment at the public board meeting when the board considers approval of the proposed LCCP. Adoption of an LCCP by the board would be the final step in the Stewardship Council's process for selecting donees. The prospective donees are responsible for securing its own internal approvals prior to the transaction being completed. Transactions will be finalized upon LCCP review and transaction approval by the California Public Utilities Commission.

Appendix 2: Conservation Easement

<p>RECORDING REQUESTED BY</p> <p>PACIFIC GAS AND ELECTRIC COMPANY Land Department Attention: Paul Coviello 1850 Gateway Blvd, Room 7043C Concord, CA 94520</p>	
<p>WHEN RECORDED MAIL TO</p> <p>PACIFIC GAS AND ELECTRIC COMPANY 245 Market Street, N10A, Room 1015 P.O. Box 770000 San Francisco, California 94177</p>	
<p>The undersigned Grantor declares that the documentary transfer tax is \$-0- (R&T Code 11911 not applicable—No realty sold/no consideration)</p>	<p>(Space Above this Line for Recorder's Use)</p>
<p>A.P.N. 052-050-14</p>	

Date: _____

DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BELL ROAD, LOWER DRUM PLANNING UNIT)

Between

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,
as Grantor

and

PLACER LAND TRUST, a California non-profit public benefit corporation,
as Grantee

Note to the County Recorder: This is a conservation easement within the meaning given to such term in California Government Code §27255 and is to be included in the index developed and maintained pursuant to such section.

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**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BELL ROAD, LOWER DRUM PLANNING UNIT)**

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT (this "**Easement**") is made and entered into this _____ day of _____, 20__ (the "**Effective Date**") by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), and PLACER LAND TRUST, a California non-profit public benefit corporation ("**Grantee**"), with reference to the following facts:

RECITALS

A. The Property. Grantor is the owner of approximately 28 acres of real property located in Placer County, State of California, as more particularly described in the attached Exhibit A (the "**Property**").

B. FPA and FERC Jurisdiction. Portions of the Property lie within the boundaries of one or more hydroelectric projects licensed to Grantor pursuant to Part I of the Federal Power Act, 16 U.S.C. §§792-823d ("**FPA**").

1. FPA and FERC Requirements. The FPA requires regulation of the construction, operation, and maintenance of non-federal hydroelectric power projects pursuant to licenses issued by the Federal Power Commission, or its successor, the Federal Energy Regulatory Commission ("**FERC**"). Each such license requires the licensee to undertake appropriate measures on behalf of both developmental and environmental public interest uses of a waterway, including as relevant fish and wildlife protection and enhancement, irrigation, flood control, water supply, and recreation, together with whatever other beneficial public uses the license identifies as a "Project Purpose." The license requires the licensee to acquire and retain all interests in non-federal lands and other property necessary or appropriate to carry out the Project Purposes.

2. FPA and FERC Non-Project Uses. The FPA provides FERC with authority to regulate the use of a licensed project's lands and waters not only by the licensee but also by any other entity. FERC refers to such third-party use as "non-project use of project lands and waters." Even where the third-party use may be compatible with and even promote a specified Project Purpose, such use is "non-project," because it is not in the license as a direct obligation of the licensee. As a FERC licensee for the Property which is the subject of this Easement, Grantor must (except for very minor matters) apply to FERC for approval to convey to a third party any easement over project lands. FERC approval requires conveyance instruments to contain recorded covenants providing that that the non-project use will not interfere with Project Purposes, and requires its licensees to enforce such covenants and protect the project values.

3. Removal of FERC Jurisdiction. FERC jurisdiction and authority over a licensed hydropower project is removed if and when (1) the project is

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decommissioned and the project license is surrendered or otherwise terminated; or (2) FERC determines that the project does not require a license to continue to operate, and the license expires or is otherwise terminated. Neither FERC nor the hydropower project license can bestow, remove, or alter water or other property rights; therefore, the end of FERC jurisdiction over the project has no effect on existing property rights in project lands and waters, including any conservation easements on such lands.

C. Grantor Party to Settlement Agreement. Grantor is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by the Public Utilities Commission of the State of California (the "**Commission**") in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

D. Grantor Party to Stipulation. 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**").

E. Governing Documents and Beneficial Public Values. The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all owned by Grantor (collectively, the "**Watershed Lands**"), including the Property, 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 Grantor to convey conservation easements and protect such beneficial public values on the Watershed Lands, as well as certain other obligations related thereto, are set forth in detail in Appendix E of the Settlement Agreement (as further explicated in Section 12 of the Stipulation), and are defined therein as the "**Land Conservation Commitment.**"

F. Stewardship Council and Land Conservation Plan. 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. Pursuant to the Governing Documents, the Stewardship Council developed a plan for protection of the Watershed Lands for the benefit of the citizens of California (the "**Land Conservation Plan**" or "**LCP**"). The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

G. California Civil Code §815. The Legislature of the State of California, as set forth in California Civil Code §815 *et seq.*, has found and declared it to be the public policy and in the public interest of this state to encourage the preservation of land in its predominantly natural, scenic, agricultural, historical, forested, or open-space condition, and that it is "the public policy and in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."

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H. Grantee Qualified Nonprofit Organization. Grantee is a tax-exempt nonprofit organization qualified under §501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to §815.3(a) of the California Civil Code.

I. Grantor's Continuing Hydro Project Activities. Grantor has used and continues to use the Property for the purposes related to the generation of electricity from hydropower facilities and related to the delivery, storage, and consumptive and nonconsumptive use of water as described more fully on attached Exhibit B (the "**Hydro Project Activities**"). In furtherance of the Hydro Project Activities, Grantor has improved portions of the Property with some or all of the following: water- and power-related facilities, access roads, recreational facilities, buildings and other structures. The Governing Documents provide that "[c]onservation easements on Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements."

J. Perpetual Protection of Beneficial Public Values. Grantee and Grantor intend through this Easement to ensure the perpetual protection of the beneficial public values on the Property as generally identified in the LCP, on and subject to the terms and conditions of this Easement. Specifically, the parties intend to assure that the beneficial public values as generally identified in the LCP that specifically exist on this Property and set forth on Exhibit D (the "**Beneficial Public Values**") will be protected and preserved in perpetuity and that uses of the Property that are inconsistent with protecting and preserving these Beneficial Public Values will be restricted, all as set forth in this Easement; provided, however, that Grantor shall retain all interests not transferred to Grantee by this Easement, including, but not limited to Grantor's Hydro Reserved Rights described in Section 7 below.

AGREEMENT

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code §815 et seq., Grantor and Grantee further hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property (the "**Conservation Easement**"), subject to and in accordance with the terms and conditions of this Easement.

2. Purpose. It is the purpose of this Easement to protect and preserve in perpetuity the Beneficial Public Values on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in

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accordance with the terms and conditions of this Easement (the "**Purpose**"). As used in this Easement, the terms "impair" and "impairment" mean to diminish in quantity, quality, value, strength or viability. As used in this Easement, the terms "significant" and "significantly," when used with "impair" and "impairment," respectively, mean a greater than negligible adverse impact, for more than a transient period. The parties agree that Grantor's retention of certain rights specified in this Easement, including the Hydro Reserved Rights, is consistent with the Purpose of this Easement.

3. Baseline Documentation Report. The parties acknowledge that certain existing conditions particularly relevant to the Property are documented in a baseline documentation report (the "**Baseline Documentation Report**"). Grantor and Grantee each have a copy of the signed Baseline Documentation Report, executed by both parties to acknowledge their approval and receipt of the Baseline Documentation Report. The parties agree that the Baseline Documentation Report contains an accurate representation of such existing conditions of the Property as of the Effective Date, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The foregoing notwithstanding, if a dispute arises with respect to any of the conditions of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute.

4. Commission and FERC. The terms and conditions of this Easement are subject to any conditions imposed by the Commission pursuant to **[Note: citation to decision/resolution to be inserted]** or by FERC pursuant to any hydroelectric project license for the Property or any applicable orders or regulations that FERC may issue from time to time. Notwithstanding anything to the contrary in this Easement, Grantor, its successors, and assigns have the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of Grantee or any other person. Grantor expressly reserves the right to comply with all FERC orders and regulations as they may be amended from time to time. In addition, Grantee shall comply with any information requests or reporting obligations required by the Commission or FERC, whether directly to the Commission or FERC, or through Grantor; provided that Grantor shall reimburse the reasonable costs and expenses incurred by Grantee in responding to such requests. Execution of this Easement by Grantor does not imply tacit Commission or FERC approval of a non-project use on the Property nor does it obligate Grantor to seek Commission or FERC approval for non-project uses proposed by Grantee.

5. Rights Conveyed to Grantee. Subject to the terms and conditions of this Easement, Grantor grants and conveys to Grantee the following affirmative rights:

5.1 Identification, Monitoring and Enforcement. The right to identify with Grantor the Beneficial Public Values of the Property, the right to monitor and enforce the protection and preservation of such Beneficial Public Values in accordance with the terms of this Easement, the right to enforce the terms of this Easement, the right to enjoin any activity on the Property or other use of the Property which violates the

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terms of this Easement, and the right to enforce the restoration of such areas or features of the Property as may hereafter be damaged in violation of this Easement.

5.2 Access. The right for Grantee and Grantee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Grantee's Representatives**") to enter onto the Property at reasonable times, during normal business hours, not more than twice per calendar year and upon not less than ten (10) business days' advance written notice in order to monitor and inspect the Property, to enforce the rights which are granted herein, to determine whether the activities conducted on the Property are in compliance with the terms of this Easement, and to enforce the restoration of such areas or features of the Property as may have been damaged in violation of this Easement, all in compliance with the provisions of Section 10. Grantee will limit the number of Grantee Representatives entering the Property to those who are reasonably necessary to undertake the inspections, and such entry will be for no more days than are reasonably necessary to carry out the inspections. Grantor's representatives shall have the right to accompany Grantee's Representatives during bi-annual monitoring visits or on any other visit permitted by this Section 5.2. Notwithstanding the foregoing, Grantee shall also have the right of entry upon the Property upon not less than twenty-four (24) hours' advance written notice where such entry is necessary to (i) prevent, terminate, or mitigate a violation of the terms of this Easement; or (ii) monitor actions taken pursuant to the bi-annual inspections contemplated by this Section 5.2. All access and entry allowed under this Section 5.2 will be made in a manner that will not unreasonably interfere with the permitted use(s) of the Property by Grantor, its successors in interest, and any occupant(s) or user(s) of the Property and shall comply with any entry and access guidelines established by Grantor and restrictions contained in any Third Party Use Agreements.

5.3 Grantee Signs. Grantee shall have the right, but not the obligation, at its sole cost and expense, to erect, maintain, and/or remove, one or more reasonable, non-illuminated signs or other appropriate markers in locations on the Property visible from any public roads or other adjoining property, bearing information indicating (a) that the Property is protected by the Conservation Easement, and/or (b) the participation of Grantee and of any funder in the stewardship of the Conservation Easement, the wording, size, number, design, and location of which shall be decided upon by Grantee and Grantor, each exercising its reasonable discretion.

6. Prohibited Uses. Grantor will not engage in, or permit others to engage in, the prohibited uses set forth on Exhibit F hereto, except as otherwise provided therein (the "**Prohibited Uses**"), which Grantor and Grantee agree are inconsistent with the Purpose of this Easement.

7. Grantor's Reserved Rights.

7.1 Hydro and Other Reserved Rights. As provided in California Civil Code §815.4, all interests not expressly transferred and conveyed to Grantee by this Easement shall remain in Grantor, including the right to engage in and permit or invite

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others to engage in all uses of the Property not affected by this Easement nor prohibited by this Easement or by law. In compliance with §815.4, Grantor and Grantee acknowledge and agree that Grantor expressly reserves all rights accruing from the ownership of the Property and not expressly transferred and conveyed to Grantee by this Easement, including without limitation the right to engage in or permit or invite others to engage in all uses of the Property that do not significantly impair the Beneficial Public Values and are not expressly prohibited by this Easement. Without limiting the foregoing, Grantor shall have the right to engage in and permit or invite others to engage in the permitted uses set forth in Exhibit I (the "**Permitted Uses**"). In addition and notwithstanding any other provision of this Easement, Grantor expressly reserves the right to engage in or permit or invite others to engage in those uses set forth in Exhibit C ("**Hydro Reserved Rights**"), subject to the restrictions set forth in Sections 7.3 and 7.4 below.

7.2 Definitions. As used in this Section 7, the following defined terms shall have the meanings set forth below:

7.2.1 Anticipated Significant Actions. As used herein, "**Anticipated Significant Actions**" are (a) those Required Actions (which include Specified Required Actions pursuant to Section 7.2.3), that involve a Prohibited Use and/or that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, (b) Discretionary Actions that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, and (c) Permitted Uses that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values. Except as provided in Section 7.3.1, no Grantee notification, consultation or consent shall be required for actions, activities or improvements that are not Anticipated Significant Actions.

7.2.2 Required Actions. As used herein, "**Required Actions**" are those intended actions, activities or improvements that Grantor determines in Grantor's sole discretion exercised in good faith are required on the Property by any one or more of the following: (a) the Commission, FERC, or any other governmental entity having jurisdiction over Grantor's use, ownership, operation, or management of the Property, including the Hydro Project Activities, or (b) any Applicable Law (as defined in Section 8), or (c) any Third Party Use Agreements, or (d) to comply with professional practices, standards and/or policies governing the Hydro Project Activities. All references in this Agreement to "Required Actions" shall include Specified Required Actions (as defined below) unless otherwise noted.

7.2.3 Specified Required Actions. As used herein, "**Specified Required Actions**" are those Required Actions that require a specified action, activity or improvement on the Property, with respect to which Grantor has no material discretion over the specific details of implementation, including, without limitation, the manner, timing, and location of the Specified Required Action. Without limiting

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Grantor's notification obligations pursuant to Section 7.3.1 below, no Grantee consultation or consent shall be required with respect to any Specified Required Action.

7.2.4 Discretionary Action. As used herein, a "**Discretionary Action**" is an intended action, activity or improvement that is not a Required Action or a Permitted Use, and does not involve a Prohibited Use.

7.2.5 Hydro Operating Zone. As used herein, a "**Hydro Operating Zone**" is a spatially delineated area of the Property intended to primarily contain (or immediately adjacent to an area of the Property containing) Hydroelectric Facilities and Associated Water Delivery Facilities, as defined and described on Exhibit B hereto. The delineated Hydro Operating Zones, if any, are set forth on Exhibit G hereto; provided, however, that, subject to Sections 7.3 and 7.4 below, Grantor shall have the right, as a Discretionary Action governed by Sections 7.3 and 7.4 below, to expand, contract, add or remove Hydro Operating Zones from time to time.

7.3 Annual Work Plan Notification, Consultation and Consent Requirements.

7.3.1 Delivery and Contents of Annual Work Plan. No later than February 15th of each calendar year after the Effective Date, Grantor shall prepare and deliver to Grantee an annual work plan for the Property (an "**Annual Work Plan**"). In the Annual Work Plan, Grantor shall inform Grantee of the Anticipated Significant Actions Grantor anticipates undertaking on the Property during such calendar year. The Annual Work Plan shall include the following:

(a) a reasonably detailed description of the Anticipated Significant Actions Grantor intends to commence within such calendar year, together with a bullet point list of those actions Grantor intends to commence during such calendar year that Grantor determines do not constitute Anticipated Significant Actions;

(b) a bullet point list of all actions undertaken by Grantor during the immediately preceding calendar year that Grantor determined did not constitute Anticipated Significant Actions and were not described in a previous Annual Work Plan (or otherwise disclosed to Grantee);

(c) an indication of whether the Anticipated Significant Actions will occur within or outside of a Hydro Operating Zone;

(d) Grantor's determination of which Anticipated Significant Actions are Discretionary Actions;

(e) Grantor's determination of which Anticipated Significant Actions are Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

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(f) Grantor's determination of which Anticipated Significant Actions are Specified Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(g) Grantor's determination of which Anticipated Significant Actions are Permitted Uses, including a reasonably detailed explanation of the basis for Grantor's determination;

(h) Grantor's estimated timeline for commencement and completion of each of the Anticipated Significant Actions;

(i) a description of Grantor's anticipated efforts to avoid or minimize harm to or impairment of the Beneficial Public Values from the Anticipated Significant Actions;

(j) if and when available, Grantor shall use reasonable efforts to provide copies of any underlying filings (including filings, if any, under the California Environmental Quality Act), permits (e.g., burn permits, stream alteration permits, or timber harvest plans), orders or rulings associated with the Anticipated Significant Actions; and

(k) any Third Party Use Agreement renewals or replacements as contemplated by Section 9.1.2 below.

7.3.2 Review of Annual Work Plan. Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Annual Work Plan to review the Annual Work Plan. Grantee has the right to request reasonable additional information regarding actions identified in the Annual Work Plan. As part of the Annual Work Plan review process, Grantor and Grantee will consult on Express Third Party Uses as contemplated by Section 9.1 below and Informal Uses as contemplated by Section 9.2 below. Periodically, at such annual review meetings, the content requirements for the Annual Work Plan as set forth in Section 7.3.1 above may be modified, confirmed by mutual written agreement of the parties.

7.3.3 Anticipated Significant Actions within Hydro Operating Zones. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Anticipated Significant Actions within a Hydro Operating Zone.

7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones. The following provisions shall apply with respect to Anticipated Significant Actions outside of a Hydro Operating Zone:

(a) **Specified Required Actions.** Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Specified Required Actions outside of a Hydro Operating Zone.

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(b) Other Required Actions and Permitted Uses. With respect to Required Actions and Permitted Uses disclosed in the Annual Work Plan that are not Specified Required Actions and are to be undertaken outside of a Hydro Operating Zone, Grantor and Grantee agree that, at or prior to the meeting to review the Annual Work Plan, Grantee may (but shall be under no obligation to) propose alternative methods and practices to avoid or minimize harm to or impairment of one or more Beneficial Public Values by such Anticipated Significant Actions ("**Proposed Methods and Practices**"). Grantor shall implement the Proposed Methods and Practices, to the extent Grantor determines in its sole discretion exercised in good faith that the Proposed Methods and Practices (i) may be implemented in a commercially reasonable manner balancing the harm to Beneficial Public Values with any increased cost or burden to Grantor, (ii) where applicable, will allow for the completion of a Required Action in a timely manner, and (iii) are reasonably likely to avoid potential harm to or impairment of one or more Beneficial Public Values. If Grantor determines that one or more of the foregoing conditions has not been satisfied, Grantor shall specify the reasons for this determination in detail, and Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantor's objections to Grantee's Proposed Methods and Practices consistent with this paragraph.

(c) Discretionary Actions. With respect to Discretionary Actions disclosed in the Annual Work Plan that are to be undertaken outside of a Hydro Operating Zone, such Discretionary Actions shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee. If Grantee fails to grant or deny Grantor's request for consent within one hundred eighty (180) days following Grantee's receipt of Grantor's request for consent, Grantee shall be deemed to have consented to the particular Discretionary Action described in the request. If Grantee withholds its consent to such proposed Discretionary Action to be undertaken outside of a Hydro Operating Zone, Grantee shall specify its objections in detail and, wherever possible, propose commercially reasonable alternatives, methods and/or practices to avoid or mitigate harm to or impairment of the Beneficial Public Values while substantially achieving the purposes of Grantor's proposed Discretionary Action. Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantee's objections in a manner that sufficiently mitigates Grantee's objections to its reasonable satisfaction.

7.4 Anticipated Significant Actions Not Identified in Annual Work Plan. If Grantor intends to undertake an Anticipated Significant Action not identified in an Annual Work Plan, Grantor shall notify Grantee (a "**Notice of Action**"), and include the information required by Section 7.3.1 above. Additionally, Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Notice of Action to review Grantor's proposed Anticipated Significant Actions. Any Anticipated Significant Action (other than a Specified Required Action) identified in a Notice of Action which is proposed to occur outside of a Hydro Operating Zone shall be subject to Section 7.3.4 above. Where this Section 7.4 applies, references to the "Annual Work Plan" in Section 7.3.4 above shall be deemed to be references to the applicable Notice of Action except that Grantor shall not be required to provide the list of actions set forth in Section 7.3.1(b) above.

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7.5 Emergency Actions. Notwithstanding any other provisions of this Section 7, in the case of an emergency or other exigent circumstance affecting the safety of persons and/or property, Grantor may exercise its Hydro Reserved Rights and take any other remedial actions in an unrestricted manner on all or any portion of the Property within or outside of a Hydro Operating Zone without consultation with Grantee and without Grantee's consent. Grantor shall provide copies of any required notifications to applicable regulatory agencies of the emergency action and shall notify Grantee of those emergency actions taken, such notice to be provided to Grantee as soon as practicable but in any event within thirty (30) days after the emergency action has occurred.

7.6 Water Rights. The Parties acknowledge that Grantor's exercise of water rights relating to water located or flowing on or under the Property, including those described in Exhibit C, are governed by this Section 7.

8. Responsibility for Operations. Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership of the Property. In connection with Grantor's use or occupancy of the Property, Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, licenses, authorizations, orders and requirements, whether or not in the current contemplation of the parties, which may affect or be applicable to the Property or any part of the Property (including, without limitation, any subsurface area), all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, or any other governmental or quasi-governmental body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**"), except as expressly stated otherwise in this Easement. Without placing any limitation on the foregoing sentence, the parties agree as follows:

8.1 Condition of Property. Grantee shall have no duty or responsibility for (a) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Easement, (b) the monitoring of any hazardous conditions thereon, or (c) the protection of Grantor, the public, or any other person or entity from any risks relating to conditions on the Property.

8.2 Taxes. Grantee shall have no duty or responsibility for real property taxes and assessments levied on the Property.

8.3 Permits and Approvals. Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantor which is permitted by this Easement; provided, however, Grantor shall have no responsibility pursuant to this Easement for obtaining permits and approvals required on

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behalf of unrelated third parties who occupy or use the Property or for an unrelated third party's failure to comply with Applicable Laws. Grantee shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantee which is permitted by this Easement.

8.4 Limitation on Restoration Obligations. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after (a) any Act of God, which includes, without limitation, fire, climate change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Baseline Documentation Report; (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to any person resulting from such causes; or (c) the non-permitted acts of unrelated third parties so long as Grantor has satisfied its obligations under Section 9.3.

9. Third Party Use of the Property.

9.1 Express Third Party Uses. Exhibit H hereto describes the existing third party uses of the Property permitted with the express agreement of Grantor ("**Express Third Party Uses**"). Subject to Section 7 above, Express Third Party Uses shall also include any future third party use implemented by Grantor as a Required Action or as a Discretionary Action approved by Grantee in accordance with Section 7. Grantor retains the right to maintain, renew, and replace all agreements memorializing the Express Third Party Uses ("**Third Party Use Agreements**") and to engage in all activities reasonably required to comply with Grantor's obligations with respect to the Express Third Party Uses, subject to the following conditions:

9.1.1 Increases in Intensity or Expansion of Location or Size or Change in Use. Any (i) increase in the intensity, or (ii) expansion of the location or size, or (iii) a change in the use, of an Express Third Party Use (whether through a new agreement or an amendment to an existing agreement), that Grantor determines in Grantor's reasonable discretion exercised in good faith is likely to significantly impair the Beneficial Public Values shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee, except if such change in Express Third Party Use constitutes a Required Action in which case the consultation provisions of Section 7 above shall apply.

9.1.2 Renewal or Replacement of Third Party Use Agreements. All Third Party Use Agreements existing on the date hereof are identified on Exhibit H. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), Grantor, in consultation with Grantee as part of the Annual Work Plan consultation in accordance with Section 7.3 above, shall include contractual provisions to bring the continuation of the Express Third Party Use and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

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9.1.3 Consultation on Express Third Party Uses. As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on existing Express Third Party Uses, including recommendations, if any, on how to bring the Express Third Party Uses and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

9.1.4 Enforcement of Third Party Use Agreements. If Grantor or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Beneficial Public Values (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts to enforce such Third Party Use Agreement or otherwise remedy such violation, at Grantor's sole expense.

9.2 Informal Uses and Public Access. Grantor and Grantee recognize that the Property has been used by third parties for recreational, cultural, and other non-commercial or informal purposes without formal written agreements to conduct such activities (the "**Informal Uses**"). Grantor and Grantee further recognize that access is inherent or may be inherent in the enjoyment of the Beneficial Public Values and the Informal Uses. Consistent with the objectives articulated in the Governing Documents to provide continued reasonable access by the public to the Watershed Lands, Grantor shall allow public access to the Property (other than Hydro Operating Zones) that is substantially consistent with the public access existing on the Effective Date, subject to Section 7 and the following limitations:

9.2.1 Rules and Regulations. Grantor reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access.

9.2.2 Liability Limitation. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law.

9.2.3 Periodic Review of Informal Uses. As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on Informal Uses, including recommendations made by Grantor or Grantee, if any, regarding the necessity of controlling, limiting or excluding the Informal Uses to ensure the preservation of the Beneficial Public Values.

9.3 Unauthorized Third-Party Uses. If Grantor or Grantee discovers any unauthorized third-party use or activity on the Property (not including any third party violation covered by Section 9.1.4 above) that violates the terms of this Easement (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, at Grantor's sole expense; provided that in no event shall Grantor's obligations under this Section 9.3 require Grantor to pursue legal action or incur other substantial costs. If Grantee demonstrates that Grantor's efforts in compliance with this Section 9.3 have not prevented, or are unlikely to prevent, the

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unauthorized third-party use or activity on the Property that violates the terms of this Easement, Grantee may meet and confer with Grantor to propose additional efforts to prevent such use or activity which Grantee may undertake, at Grantee's sole expense. Grantor shall consider such proposal in good faith and, if Grantor permits Grantee to use such additional efforts, the scope and duration of such efforts shall be determined by Grantor, and Grantee shall comply with any requirements imposed by Grantor in connection with such efforts.

10. Enforcement and Remedies.

10.1 Procedures Upon Violation. If a party hereto (the "**Non-Breaching Party**") determines there is a breach of the terms of this Easement or that a breach is threatened, written notice of such breach (the "**Notice of Breach**") and a demand for corrective action sufficient to cure the breach shall be given by the Non-Breaching Party to the party allegedly breaching this Easement (the "**Breaching Party**"). Within fourteen (14) days after delivery of a Notice of Breach, Grantor and Grantee shall meet at a location in the County where the Property is located or as otherwise agreed to by the parties to discuss the circumstances of the alleged or threatened breach and to attempt to agree on appropriate corrective action. If the parties mutually determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged breach (the "**Consulting Expert**") shall attend the meeting. Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, that if Grantor and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action (or if any such corrective action is required) within thirty (30) days after such meeting, then the Non-Breaching Party may, at its election, deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the breach (the "**Notice of Easement Violation**"). If a violation is not cured within thirty (30) days after the delivery of the Notice of Easement Violation, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or failure to continue diligently to complete the cure, the Non-Breaching Party may commence litigation in accordance with Section 10.2 below.

10.2 Litigation. If the parties are not able to resolve a claim or dispute pursuant to Section 10.1 above, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Easement, to recover any damages to which Non-Breaching Party may be entitled for violation of the terms of this Easement, or for any other legal or equitable relief available under California law, including, but not limited to, temporary or permanent injunctive relief, monetary damages and/or any other form of relief required to achieve the restoration of the Property to the condition in which it existed prior to any violation. To the extent that Grantee recovers any monetary damages for the cost of restoring any injury or damage to a portion of the Property that is caused by Grantor's breach of this Easement, all such damages recovered by Grantee (after appropriate costs of suit are reimbursed) shall be applied to the cost of undertaking any corrective action to the applicable portion of the Property. Notwithstanding anything to the contrary contained

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in this Easement, in no event shall the Breaching Party be liable to the Non-Breaching Party for, and the parties each hereby waive their right to, any indirect, special, punitive, or consequential damages resulting from the Breaching Party's breach of this Easement, whether foreseeable or unforeseeable.

10.3 Emergency Injunctive Relief. If circumstances require immediate action to prevent or mitigate a violation of this Easement and the Non-Breaching Party reasonably determines that irreparable harm would result if the Non-Breaching Party were required to complete the process set forth in Section 10.1, the Non-Breaching Party may proceed immediately to seek an injunction to stop the violation, temporarily or permanently.

10.4 Remedies Cumulative. The remedies described in this Section 10 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code §815 *et seq.*, inclusive. The failure of a party to discover a violation or to take immediate legal action shall not bar taking such action at a later time. Nothing in this Section 10 precludes Grantor and Grantee from agreeing to mediation or another non-judicial dispute resolution process.

10.5 Costs of Enforcement. All costs incurred in enforcing the terms of this Easement, including, but not limited to, costs of suit and reasonable attorneys' fees as set forth in Section 20.11, shall be borne by the Breaching Party, but only to the extent that a breach of this Easement is determined to have occurred. If, after the Non-Breaching Party delivers a Notice of Easement Violation, it is determined that there was no breach of this Easement by the Breaching Party, the Non-Breaching Party shall pay all of the Breaching Party's costs and expenses incurred in connection with the alleged breach.

10.6 No Waiver. Enforcement of this Easement against a party shall be at the discretion of the Non-Breaching Party, and any forbearance by the Non-Breaching Party to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by the Non-Breaching Party of such term or of any subsequent breach of the same or any other term of this Easement or of any of such party's rights under this Easement. No delay or omission by the Non-Breaching Party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A party's permission to the other party to carry out, or failure to object to, any proposed use or activity by the other party shall not constitute consent to any subsequent use or activity of the same or different nature.

11. Indemnification and Insurance.

11.1 Indemnification by Grantee. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively,

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"**Grantor Indemnitees**") from and against all claims, losses, 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 (collectively, "**Claims**") arising out of or in connection with this Easement or the Property to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.2 Indemnification by Grantor. Grantor shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantee, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantee Indemnitees**") from and against all Claims arising out of or in connection with this Easement or the Property except to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.3 Release. Entry onto the Property by Grantee and Grantee's Representatives shall be at Grantee's sole risk and expense, and Grantee accepts all risk relating to the condition of the Property. Notwithstanding the provisions of Section 11.2, Grantor shall not be liable to Grantee for, and to the maximum extent permitted by law, Grantee hereby waives and releases Grantor and the other Grantor Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss to Grantee and/or Grantee's Representatives resulting from or attributable to any occurrence relating to the condition of the Property, except if arising solely from Grantor's gross negligence or willful misconduct.

11.4 Insurance. Grantee shall procure, carry and maintain in effect during all access to the Property throughout the term of this Easement the insurance specified in Exhibit E hereto, provided that Grantor reserves the right to periodically review and reasonably modify the insurance requirements specified in Exhibit E in effect to be generally consistent with requirements of other prudent property owners allowing access to their properties by conservation easement holders. All insurance shall be written on forms and with insurance carriers acceptable to Grantor in its commercially reasonable judgment. Prior to Grantee's initial entry onto the Property, and thereafter at least thirty (30) days prior to the expiration date of any policy, Grantee shall provide Grantor with evidence of the insurance coverage, or continuing coverage, as applicable, satisfying the requirements of this Section 11.4 and Exhibit E. Grantee is also responsible for causing Grantee's agents and contractors entering the Property to comply with the insurance requirements of this Easement at all relevant times, the insurance being specified in Exhibit E. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold the Grantor Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of Grantee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Section 11.4 and Exhibit E. Except for the right to access the Property under Section 5.2 above, which shall be conditioned upon carrying insurance required herein, no failure to carry such insurance or to provide a certificate thereof by any such deadline shall alter or affect in any manner any of the rights or obligations of the parties under or with respect to this Easement. The foregoing insurance requirements shall not apply in the event

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that the Grantee is a governmental agency with a self-insurance program reasonably acceptable to Grantor.

12. Grantee Transfer of Easement.

12.1 Voluntary Transfer.

12.1.1 If Grantee desires to assign its interest under this Easement, Grantee shall provide Grantor and the Sierra Nevada Conservancy, a California state agency ("**SNC**") with written notice of such intention to transfer to an assignee which is (a) qualified to hold a conservation easement under §815.3 of the California Civil Code; and (b) willing and with the financial capability (taking into account any stewardship funds to be transferred by Grantee with this Easement) and organizational experience to assume all of the responsibilities imposed on Grantee under this Easement; and (c) acceptable to Grantor in its reasonable discretion. Grantee shall allow the SNC, in consultation with Grantor, a period of not less than sixty (60) days within which to approve the proposed assignee, which approval shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this Section 12.1.1.

12.1.2 Grantee is responsible for identifying a suitable assignee pursuant to Section 12.1.1. However, if a suitable assignee is not identified, then SNC shall have sole discretion to elect to become the assignee of Grantee's interest hereunder.

12.1.3 As conditions to any assignment of Grantee's interest under this Easement, Grantee shall (a) require the assignee to expressly agree in writing to assume Grantee's obligations hereunder, and (b) ensure that such assignee has the resources to fulfill its obligations under this Easement. Notwithstanding anything in this Section 12.1 to the contrary, this Easement shall not be transferred by Grantee to any governmental entity, public agency or Native American tribe without the consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

12.2 Involuntary Transfer. If Grantee ever ceases to exist or no longer qualifies under §815.3 of the California Civil Code, the Stewardship Council (or its designee), or if the Stewardship Council (or its designee) shall cease to exist, the Attorney General of the State of California, shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets all of the designation criteria specified in Section 12.1.

13. Subsequent Property Transfers by Grantor.

13.1 Rights of Grantor. Subject to the provisions of Sections 7 and 9 above, this Section 13, Section 20.12 below, and Exhibit F, Paragraph 1 below, Grantor shall have the unrestricted right to sell, encumber, or otherwise transfer the Property or portions thereof to anyone Grantor chooses. Notwithstanding the foregoing, Grantor shall disclose the existence of this Easement (including reference to the recording information) in any deed or other legal instrument by which Grantor divests itself of a

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real property interest in all or a portion of the Property, including, without limitation, a leasehold interest, and all such conveyances shall be made expressly subject to the terms of this Easement. Grantor shall notify Grantee periodically of any contemplated grants by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. Additionally, Grantor shall notify Grantee in writing not more than thirty (30) days after any grant by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. The failure of Grantor to perform any act required by this Section 13 shall not impair the validity of this Easement or limit its enforcement in any way or create any obligation on the part of Grantee. Grantor recognizes that Grantee may incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title of the Property, partially or in its entirety, Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

13.2 Potential Release of Hydro Reserved Rights.

13.2.1 Conveyance of Entire Property. In the event:

(a) Grantor intends to transfer fee title to the entire Property to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Property have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Property,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses prior to said transfer of the entire Property, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, (i) all rights of Grantor described in Exhibit C, (ii) the exceptions to the Prohibited Uses for Required Actions and Specified Required Actions set forth in Exhibit F, (iii) the exceptions to the Prohibited Uses in Exhibit F relating to activities within the Hydro Operating Zone, and (iv) Permitted Uses, to the extent related to the Hydro Project Activities, as set forth in Exhibit I (items (i), (ii), (iii) and (iv) being referred to collectively as the "**Reservations**"). Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) shall be subject to Grantee's consent

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as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.2 Partial Conveyance. In the event:

(a) Grantor intends to transfer fee title to less than the entire Property (the "**Transferred Parcel**") to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Transferred Parcel have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Transferred Parcel,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses, prior to said transfer of the Transferred Parcel, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Transferred Parcel, the Reservations with respect to the Transferred Parcel. Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) on the Transferred Parcel shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations as to the Transferred Parcel. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I on the Transferred Parcel shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.3 Grantor's Continuing Reserved Rights. Nothing in Section 13.2.2 shall limit the rights of Grantor in this Easement with respect to the portion of the Property retained by Grantor.

13.2.4 Easement Amendment. In the event of a conveyance and release of Reservations pursuant to this Section 13.2, Grantor and Grantee may agree to amend this Easement, or to create a separate Easement for the Transferred Parcel and for the remaining portion of the Property in accordance with Section 17, to reflect the release of Reservations and, where appropriate, to reflect separate ownership of the Transferred Parcel and the remainder of the Property. In accordance with Section 17 below, Grantor shall reimburse Grantee for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or

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separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

13.2.5 Transfer Restrictions Remain Applicable. Nothing herein shall affect Grantor's obligations under Section 1 of Exhibit F.

14. Extinguishment and Condemnation.

14.1 Extinguishment. If circumstances arise in the future such as render the Purpose of this Easement impossible to accomplish, this Easement shall only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantor's economic hardship shall not be a reason to extinguish this Easement.

14.2 Condemnation. If all or part of the Property is taken by the exercise of the power of eminent domain by a public, corporate, or other authority, whether permanent or temporary, including a private sale in lieu of eminent domain, so as to abrogate the restrictions imposed by the Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All compensation thereby awarded will belong and be paid to Grantor and Grantee in proportion to their respective interests in the Property as determined pursuant to Section 14.3, it being expressly agreed that the Conservation Easement constitutes a compensable property right. All expenses incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds. Grantor and Grantee acknowledge that any and all awards to Grantor and Grantee may be subject to the approval of the Commission and/or the FERC.

14.3 Proceeds. Pursuant to California Civil Code §815.2(a) this Easement constitutes a real property interest immediately vested in Grantee. It is acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall and to protect the public investment which is involved in the conveyance of the Conservation Easement. That being the case, the parties stipulate that, for the purpose of determining the ratio for proportionate value of each party's respective interest in the Property at the time of termination or extinguishment of the Conservation Easement, the value of the Conservation Easement shall be the difference between (a) the current fair market value of the fee interest in the Property at the time of termination, as if unencumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements), and (b) the current fair market value of the Property at the time of termination, as encumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g.,

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zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements). The values shall be determined by an appraisal prepared by a qualified appraiser familiar with appraising conservation easements jointly selected by Grantor and Grantee. The cost of the appraisal shall be paid out of proceeds in proportion to the recoveries of Grantor and Grantee. There shall be no restriction on Grantor's or Grantee's use of proceeds received pursuant to this Section 14.3.

15. Estoppel Certificates. Grantee shall, within thirty (30) days after receiving Grantor's written request therefor (not to exceed once during any twelve (12) month period), execute and deliver to Grantor a document certifying, to the actual knowledge of the person executing the document without any duty of investigation, that Grantor is in compliance with any obligation of Grantor contained in this Easement, or otherwise evidencing the status of such obligation to the extent of Grantee's actual knowledge thereof, as may be reasonably requested by Grantor.

16. Notices. **[Note: Always confirm PG&E's notices address are current.]** Any notice or other communication required or permitted under this Easement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx, UPS, or Airborne Express, addressed to the parties as follows:

If to Grantor:

If by registered or certified mail, return receipt requested:

Director, Land Management
Pacific Gas and Electric Company
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177
Re: Land Conservation Commitment

With a copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Managing Counsel, Commercial and Transactions
(Real Estate)
Re: Land Conservation Commitment

If by personal delivery or overnight courier:

Director, Land Management
Pacific Gas and Electric Company
245 Market Street, Room 1051
San Francisco, CA 94105
Re: Land Conservation Commitment

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With a copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Managing Counsel, Commercial and Transactions
(Real Estate)
Re: Land Conservation Commitment

If to Grantee: Placer Land Trust
11641 Blocker Drive, Suite 220
Auburn, CA 95603
Attn: Executive Director

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Either party may change the address for notice by giving notice to the other party in accordance with this Section 16.

17. Amendment. This Easement may not be amended, except by written amendment executed by Grantor and Grantee or their respective successors and assigns and recorded in the official public records of the jurisdiction where the Property is located. If circumstances arise under which an amendment would be appropriate, any such amendment shall be consistent with Grantee's conservation easement amendment policy(ies), and the Purpose of this Easement, including continuing to protect and preserve the Beneficial Public Values, and shall not affect the perpetual duration of this Easement or the qualification of the Conservation Easement as a conservation easement under California Civil Code §815 *et seq.* (or successor thereto). Grantee shall promptly record the amendment in the official records of the County in which the Property is located, and shall thereafter promptly provide a conformed copy of the recorded amendment to Grantor. The party requesting the amendment shall reimburse the non-requesting party for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of such amendment. Grantor shall be deemed to be the "party requesting the amendment" in connection with any amendment and/or new conservation easement(s) pursuant to Section 13 above and the "reasonable costs incurred" shall include consideration of whether an amendment and/or new conservation easement(s) is/are necessary or appropriate.

18. Hazardous Substances.

18.1 Definitions. The following terms have the meanings ascribed to them below for purposes of this Easement:

18.1.1 "Environmental Requirements" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses,

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permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

18.1.2 "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements, including, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) which contains lead-based paint or other lead contamination, polychlorinated biphenyls or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) which contains radon gas.

18.1.3 "**Necessary Remediation**" means Remediation required by any governmental agency which has jurisdiction over the Remediation pursuant to the Environmental Requirements.

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18.1.4 "**Remediation**" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated or may migrate in the future, and the repair and restoration of the Property, and restoration and mitigation of affected natural resources, regardless of whether such actions are required by Environmental Requirements.

18.2 Allocation of Responsibility for Hazardous Substances.

18.2.1 Generally. Grantor shall (as between Grantor and Grantee) bear the cost for the Necessary Remediation of Hazardous Substances.

18.2.2 Environmental Reports. Grantor, as part of the Land Conservation Commitment has prepared certain environmental reports concerning the Property. Copies of these environmental reports have been provided to Grantee.

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

18.2.4 No Owner or Operator Liability. The parties do not intend this Easement to be, and this Easement shall not be, construed such that it creates in or gives to Grantee any of the following solely as the result of being a holder of the Conservation Easement:

- (a) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements;
- (b) The obligations or liabilities of a person described in 42 U.S.C. §9607(a)(3) or (4);
- (c) The obligations of a responsible person under any applicable Environmental Requirements;
- (d) The right to investigate and remediate any Hazardous Substances associated with the Property; or
- (e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Substances associated with the Property.

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18.3 Hazardous Substances Indemnification.

18.3.1 By Grantor. Grantor agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantee harmless, from and against any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, penalties, fines, taxes, obligations, controversies, debts, expenses, accounts, damages (including, without limitation, punitive damages), judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise, including, without limitation, the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements, arising from or relating, in whole or in part, to Hazardous Substances present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Easement (collectively, "**Environmental Claims**"), except to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

18.3.2 By Grantee. Grantee agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantor harmless, from and against any and all Environmental Claims, to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

19. Carbon Rights.

19.1 Promotion of Climate Stability. Grantor and Grantee anticipate that the protection and preservation of the Beneficial Public Values will promote climate stability, especially the ability of the forest to store atmospheric carbon as a means to mitigate global warming, which is recognized as being of public benefit by the 1993 United Nations Framework Convention on Climate Change, the federal Energy Policy Act of 1002, section 1605(a) and (b), the United States Climate Challenge Program, the 2007 reports of the International Panel on Climate Change, and California legislation such as that embodied in Fish and Game Code Section 1356.

19.2 Reservation of Carbon Rights. Grantor exclusively reserves to itself, and to its personal representatives, heirs, successors and assigns, any and all carbon rights and obligations appurtenant to or accruing from the Property as may exist as of the date of recordation of this Easement or as may be granted, discovered, created, declared or developed in the future, including, but not limited to, the right to (subject to and in accordance with Section 7 hereof) use, store, sequester, accumulate, and/or depreciate carbon within or on the Property and the right to trade, sell, transfer, or lease these rights. Grantor and Grantee acknowledge and agree that these carbon rights are consistent with the Beneficial Public Values, and this Easement shall not extinguish or otherwise impair the carbon rights and obligations appurtenant to or accruing from the Property.

19.3 Carbon Certification. In furtherance of Grantor's exercise of the carbon rights reserved hereunder, Grantor may elect to enter into an agreement not

Appendix 2: Conservation Easement

inconsistent with this Easement respecting such reserved rights as may be required by a third party that Grantor chooses ("**Carbon Certification Party**") in order to facilitate the sale, transfer or lease of the carbon rights and may record such agreement in the official records of any County where the Property is located. To the extent reasonably required by any Carbon Certification Party and requested by Grantor, Grantee, at Grantor's cost and expense, shall cooperate with Grantor by accommodating Grantor's establishment, verification or certification of the carbon rights in connection with the Property. Grantor agrees to notify Grantee at least thirty (30) days prior to any sale, transfer or lease of these carbon rights or the recording of an agreement with respect thereto, unless Grantor has previously notified Grantee in an Annual Work Plan.

20. General Provisions.

20.1 Governing Laws. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

20.2 No Public Dedication. Nothing contained in this Easement shall be construed or deemed to be an express or implied dedication or gift of all or any portion of the Property for use or access by the general public nor shall this Easement or any of the rights granted hereunder be construed as an acknowledgement of any claim of prescriptive or other similar rights in or over the Property.

20.3 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement and the policy and purpose of California Civil Code §815 *et seq.*, while recognizing Grantor's reserved rights. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement, which recognizes Grantor's reserved rights and that would render the provision valid shall be favored over any interpretation that would render it invalid.

20.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Easement.

20.5 Severability. If any provision of this Easement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Easement, and to this end the provisions of this Easement are intended to be and shall be severable.

20.6 Entire Agreement. This Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

20.7 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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20.8 Successors. The easement created by this instrument shall be a servitude running with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall run with the Property. However, this Easement shall not create or bestow any lien or property right in any third party. Grantor and Grantee agree that no third party beneficiary to this Easement exists and that nothing contained herein shall be construed as giving any person third party beneficiary status or any right of enforcement hereunder.

20.9 Recordation. Grantee shall promptly record this Easement in the official records of the County in which the Property is located, and shall thereafter promptly provide to Grantor a copy hereof showing the recording information. Grantee may re-record this Easement at any time as may be required to preserve its rights in this Easement.

20.10 Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate only upon transfer of the party's interest in all or portions of either the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

20.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Easement, or relating to the interpretation hereof, whether for declaratory, injunctive or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding, including appeals, remands and any other subsequent proceeding (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Easement into any judgment on this Easement.

20.12 Mortgage Liens Subordinate. No provision of this Easement is to be construed as impairing the ability of Grantor to use the Property as collateral for any loan, provided that any lien securing such loan (a "**Mortgage Lien**"), regardless of date, shall be subordinate to the terms of this Easement and Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise

Appendix 2: Conservation Easement

affected by the recording, foreclosure, or any other action taken concerning any Mortgage Lien.

20.13 Pre-Existing Water Rights. In accordance with Section 12(e) of the Stipulation, this Easement does not impact the authority of third-party holders of water rights to exercise those rights.

20.14 Table of Contents and Captions. The table of contents and captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

20.15 Incorporation of Recitals. All Recitals are incorporated herein by this reference.

20.16 List of Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities
<u>Exhibit C</u>	Hydro Reserved Rights
<u>Exhibit D</u>	Beneficial Public Values
<u>Exhibit E</u>	Insurance Requirements
<u>Exhibit F</u>	Prohibited Uses
<u>Exhibit G</u>	Hydro Operating Zone
<u>Exhibit H</u>	Express Third Party Uses and Third Party Use Agreements
<u>Exhibit I</u>	Expressly Permitted Uses

20.17 Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a discrepancy between counterparts, the recorded Easement shall be controlling.

[Signature page follows]

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IN WITNESS WHEREOF, Grantor has granted to Grantee, and Grantee has accepted, this Easement, and the parties mutually agree to the terms and covenants set forth above, as of the Effective Date.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

GRANTEE:

PLACER LAND TRUST,
a California non-profit public benefit
corporation

By: _____
Fred Yeager, President

By: _____
Name: _____
Title: _____

Appendix 2: Conservation Easement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Appendix 2: Conservation Easement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Appendix 2: Conservation Easement

EXHIBIT A

PROPERTY DESCRIPTION

[Follows this page]

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EXHIBIT B

Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities

As used in this Easement, "**Hydro Project Activities**" are those existing and future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities (as defined below) now or hereafter located on, above, or under the Property, associated with the operation of the Drum-Spaulling FERC Project (FERC Project No. 2310), and shall include any future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities now or hereafter located on, above, or under the Property, associated with compliance with any future FERC License, FERC License renewal or other regulatory requirements.

As used in this Easement, "**Hydroelectric Facilities and Associated Water Delivery Facilities**" are those existing and future facilities, structures, buildings, and improvements now or hereafter located on, above, or under the Property, and associated with the operation of the Drum-Spaulling FERC Project (FERC Project No. 2310), including, but not limited to, the following existing and future improvements: Rock Creek stream channel, and associated infrastructure facilities; improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use; electrical transmission and distribution lines.

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EXHIBIT C

Hydro Reserved Rights

Grantor's reserved rights on the Property include the following, which are expressly excluded from the transfer and conveyance of the easement granted in this Easement and reserved to Grantor:

Subject to the provisions of Section 7, the right to conduct Hydro Project Activities on the Property, including construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing and future Hydroelectric Facilities and Associated Water Delivery Facilities, including project replacements and improvements required for existing and future water delivery and other requirements for power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water, and for communications in connection with the foregoing and for compliance with any future FERC License, FERC License renewal or other regulatory requirements. In furtherance of and without in any way limiting the generality of the foregoing, the following rights are expressly reserved:

(1) The right to conduct any and all uses and activities now or at any time in the future deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing Hydroelectric Facilities and Associated Water Delivery Facilities, and the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of new Hydroelectric Facilities and Associated Water Delivery Facilities; and

(2) The right to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies within the Property, and to take, divert, store, convey and appropriate water; and

(3) The right to increase or otherwise modify water diversion, storage and transmission capacities of Hydroelectric Facilities and Associated Water Delivery Facilities; and

(4) The right to exercise: all riparian water rights inherent in and part and parcel of the Property; all appropriative surface water rights (including, but not limited to, any appropriative surface water rights having a point of diversion, place of storage, or place of use on the Property); all prescriptive surface water rights; and all other right, title and interest of any nature whatsoever in and to the surface waters which are now or hereafter located or flowing on, under or abutting the Property; and

(5) The right to decommission all or any portion of existing and future Hydroelectric Facilities and Water Delivery Facilities in accordance with the applicable license issued by the FERC, or as otherwise allowed by Applicable Law; and

Appendix 2: Conservation Easement

(6) The right to enlarge, improve, reconstruct, relocate and replace said Grantor's existing facilities and additional facilities with any other number, size, or type of transformers, poles, towers, or structures, or underground wires, cables, pipelines and conduits, or other devices and equipment either in the original location or at any location or locations within the Property; and

(7) The right to construct, operate, use, repair, alter, maintain, remove, replace and expand Grantor's existing and future facilities for transformation, transmission and distribution of electric energy and for communication purposes and also the rights to reconstruct, replace, remove, maintain and use the same as Grantor shall at any time and from time to time deem necessary in Grantor's sole discretion exercised in good faith, together with the rights to excavate for, construct, install, repair, reconstruct, replace, remove, maintain and use, at any time and from time to time, additional facilities for the transformation, transmission and distribution of electric energy and for communication purposes, consisting of such devices and equipment with suitable concrete pads and adequate protection therefore necessary for transforming electric energy, one or more lines of underground wires and cables (enclosed at Grantor's option within conduits), and one or more lines of towers, poles and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables.

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EXHIBIT D

Beneficial Public Values

The Purpose of the Conservation Easement for the Property is to protect the Beneficial Public Values of the Property, as summarized below and described in more detail in the Baseline Documentation Report:

- (a) Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.
- (b) Forest resources on the Property. Forest resources consist of foothill hardwood woodlands with scattered low elevation pine.
- (c) The scenic view shed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.
- (d) Identified historical and cultural values, to the extent they are protected by state and federal law.

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EXHIBIT E

Grantee Insurance Requirements

Grantee shall procure, carry and maintain the following insurance coverage:

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.
2. Employers' Liability insurance shall not be less than One Hundred Thousand Dollars (\$100,000) for injury or death each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate for bodily injury, property damage and personal injury.
3. Coverage shall: a) By "Additional Insured" endorsement add as insureds Grantor, its directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee; b) Be endorsed to specify that Grantee's insurance is primary.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon change in carrier or coverage, or otherwise upon Grantor's request, Grantee shall furnish Grantor with certificates of insurance and endorsements of all required insurance for Grantee.
2. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Grantor.

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3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company
Insurance Department - B24H
Post Office Box 770000
San Francisco, CA 94177

A copy of all such insurance documents shall be sent to Grantor's Land Agent as specified under Notices in the body of this Easement.

4. Upon request, not to exceed once annually, Grantee shall furnish Grantor complete copies of policies.
5. Upon request, not to exceed once annually, Grantee shall furnish Grantor the same evidence of insurance for Grantee's agents or contractors as Grantor requires of Grantee.

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EXHIBIT F

Prohibited Uses

As provided in Section 6 of this Easement, Grantor will not engage in, or permit others to engage in, the following Prohibited Uses:

1. Number of Fee Owners; Subdivision.

(a) Limit on Number of Fee Owners. Except for Specified Required Actions, notwithstanding the fact that the Property, at any time, might be comprised of more than two (2) separate legal parcels, fee title to the Property shall be held by no more than two (2) separate owners at any given time, provided, however, that the foregoing shall not prohibit undivided ownership of the Property by multiple owners (e.g. tenants in common), subject to the restrictions on the rights of undivided owners provided below, and the terms and conditions of this Easement shall perpetually apply to the Property as a whole. The existence of any separate legal parcels shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on said parcel under the terms and conditions of this Easement as applied to the Property as a whole. This section only applies to conveyances of fee ownership and not to conveyances of any property interests other than fee ownership (e.g. leasehold interests). In respect to ownership of the Property or permitted separate legal parcels, as the case may be, ownership may be (among others) in the form of a partnership, limited partnership, limited liability company, corporation or other legal entity or as undivided interests such as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest shall thereby have (i) the right of exclusive occupancy or exclusive use of any separate portion of the Property (or permitted separate legal parcel), or (ii) any right to have the Property (or permitted separate legal parcel), partitioned in kind, whether pursuant to California Code of Civil Procedure §872.010 et seq. ("**CCP**") or any successor statute or otherwise. In the event that a partition action is brought and a court determines that the remedy of partition must be granted, Grantor, on behalf of itself and its successors and assigns hereby irrevocably agrees the remedy shall not be a physical subdivision of the Property (or permitted separate legal parcel), but instead may be a partition by appraisal pursuant to CCP §873.910 or any successor statute or a judicially supervised sale of Grantor's entire estate in the Property (or permitted separate legal parcel) pursuant to CCP §873.510 or any successor statute, subject, however, to this Easement, followed by a division of sales proceeds among the parties entitled thereto. Grantor recognizes that Grantee will incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to a portion of the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title to less than all of the Property in accordance with this subsection (a), Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

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(b) Limit on Subdivision. Except for Specified Required Actions, Grantor shall not subdivide the Property with the result of frustrating the ownership restrictions set forth in subsection (a) above. For example, the following actions would not frustrate the ownership restrictions in subsection (a) above: (i) merger and reduction of the number of separate legal parcels comprising the Property; or (ii) reconfiguring by lot line adjustment the existing internal boundaries of legal parcels within the outer boundaries of the Property; or (iii) clarifying boundary lines with adjacent landowners; or (iv) subdivisions to facilitate Hydro Project Activities. Grantor shall (i) as part of the Annual Work Plan review in accordance with Section 7, or at least ninety (90) days prior to any Grantor subdivision activity (whether or not prohibited hereunder), furnish Grantee with the subdivision application or filings; and (ii) provide to Grantee reasonably sufficient information to identify the boundaries of each legal parcel. This information will become part of the Baseline Documentation Report. At the election of either party, the parties shall execute and record an amendment of this Easement to reflect any change to the legal description of the Property set forth in Exhibit A or any other changes and allocations resulting from permitted subdivision that are not established to the reasonable satisfaction of the parties by recordation in the Public Records of the plan of subdivision approved under Applicable Law.

2. Development Rights. Except for Specified Required Actions provided in Section 7, the development rights associated with all or any portion of the Property may not be transferred to, or used or exercised in connection with, any property other than the Property, such rights of transfer, use and exercise being hereby terminated and extinguished in perpetuity. The phrase "development rights" means any and all rights, however designated, now or hereafter associated with the Property or any portion thereof that may be used pursuant to applicable zoning laws, land use laws or other governmental laws or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.

3. Mining and Drilling. There shall be no mining, drilling, removing, fracking, or exploring for or extracting of minerals, oil, gas, coal, or other hydrocarbons, soils, sands, gravel, loam, rocks or any other material on, under, or at the Property. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Specified Required Actions provided in Section 7;
- (b) Drilling, removal and extraction of soils, sands, gravel, loam, rocks or any other material on, under, or at the Property in connection with studies and testing to the extent related to Grantor's exercise of the Hydro Reserved Rights;
- (c) Testing, drilling and operating groundwater wells; and construction or placement of any structures or improvements within the Hydro Operating Zone to the extent related to Grantor's exercise of the Hydro Reserved Rights; and
- (d) The use of soil, sand, gravel and other similar material located on the Property as appropriate for road maintenance, erosion control and in connection

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with a Required Action subject to the following limitations: (i) such disturbance shall be kept to the minimum necessary to exercise such rights, (ii) any such soils, sands, and other materials shall not be removed from the Property, and (iii) all such utilization activities shall be conducted in a manner that minimizes to the greatest extent practicable impacts to the Beneficial Public Values.

4. Construction and Placement of Structures and Improvements. There shall be no construction or placement of any structures or improvements on the Property, including (but not limited to) residential, industrial, office, or other buildings, underground or aboveground tanks. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

(a) Required Actions provided in Section 7;

(b) Permitted Uses under Exhibit I;

(c) Construction or placement of any structures or improvements within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights; and

(d) Structures and improvements made in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values (including, for example, garbage enclosures, benches, interpretive kiosks, and appropriately located and sized caretaker structure).

5. Vehicles. Except for Required Actions provided in Section 7, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no use of any motorized vehicles off of existing roadways on the Property except vehicles used as necessary to carry out prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values. Motorized off-road recreational use shall not constitute an activity "related to the protection or preservation of the Beneficial Public Values" as provided in the preceding sentence.

6. Dumping or Salvage. Except for Required Actions provided in Section 7, there shall be no dumping, storage or other disposal on the Property of soil, trash or garbage except for (a) refuse generated on the Property which may be disposed of on the Property on a temporary basis prior to its removal from the Property in areas where the Beneficial Public Values of the Property are not significantly impaired, or (b) compostable refuse generated on the Property which may be disposed of on the Property in a responsible manner which does not significantly impair the Beneficial Public Values of the Property. Except for Required Actions provided in Section 7, there shall be no dumping, storage (other than on a temporary basis) or other disposal of ashes, sludge, Hazardous Substances, or other unsightly or dangerous materials outside of the Hydro Operating Zone. Except for Required Actions provided in Section 7, there shall be no storage or disassembly of inoperable automobiles, trucks, or other

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vehicles or equipment for purposes of sale, or rental of space for that purpose outside of the Hydro Operating Zone.

7. Non-Native Animal Species. Except for Required Actions provided in Section 7, there shall be no release anywhere on the Property of non-native animal species other than livestock without Grantee's prior written approval in accordance with Section 7, as required.

8. Vegetation. Except for Required Actions provided in Section 7, there shall be no removal, cutting or destruction on the Property of native vegetation except (a) in an emergency and/or for purposes of disease or insect control or (b) to prevent property damage, personal injury, or flooding or (c) as permitted in Exhibit I, Sections 4 and 9, or (d) with Grantee's prior written approval in accordance with Section 7, as required.

9. Roads and Trails. Except for Required Actions provided in Section 7 or as required to implement a Required Action, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no construction of any new roads or trails on the Property; provided, however, the construction of new roads and trails (or the relocation of existing road and trails) on the Property (a) to protect, preserve or enhance the Beneficial Public Values, or (b) intended to create, improve, expand or enhance Informal Uses on the Property, shall be permitted with Grantee's prior written approval in accordance with Section 7, as required. As used herein, the term "construction" shall not include the creation of roads or trails through repeated use, although such activities shall be governed by this Easement.

10. Commercial Uses. There shall be no office, industrial, or other commercial use on the Property that is likely to significantly impair Beneficial Public Values. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Uses permitted by Third Party Use Agreements; and
- (c) Office, industrial, or other commercial uses within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights.

11. Alteration of Land or Excavation. Except for Required Actions provided in Section 7 or as otherwise explicitly permitted by the terms of this Easement, there shall be no filling, excavating, grading, draining or dredging outside of the Hydro Operating Zone, nor any change in the general topography of the Property; provided, however, such activities shall be permitted outside of the Hydro Operating Zone in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values.

12. Billboards. Except for Required Actions provided in Section 7 or permitted uses under Exhibit I or Grantee's signs permitted under Section 5.3, there shall be no

Appendix 2: Conservation Easement

placement of billboards or advertising facilities. The use of Grantor's logo and/or trade style on a sign will not in and of itself constitute a billboard or advertising facility under this provision.

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EXHIBIT G

Hydro Operating Zone

None as of the Effective Date.

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EXHIBIT H

Express Third Party Uses and Third Party Use Agreements

1. Express Third Party Uses

The Express Third Party Uses on the Property are all uses permitted by and pursuant to the Third Party Use Agreements.

2. Third Party Use Agreements

The Third Party Use Agreements on the Property are the following:

A RIGHTS OF THE PUBLIC, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN BELL ROAD AND NEW AIRPORT ROAD, AND ANY UNNAMED ROAD.

B AN EASEMENT OVER SAID LAND FOR PUBLIC HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF PLACER, IN DEED RECORDED JULY 25, 1949, BOOK 553, PAGE 142, PLACER COUNTY RECORDS.

AFFECTS: PORTION OF PARCELS 1 AND 2 A.P.N. 52-050-14

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

C THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND COUNTY OF PLACER, RECORDED NOVEMBER 18, 1975, BOOK 1683, PAGE 331, PLACER COUNTY RECORDS.

AFFECTS PARCEL 1, WITH OTHER PROPERTY; A.P.N. 52-050-14

D AN EASEMENT OVER SAID LAND TO CONSTRUCT, INSPECT, MAINTAIN, OPERATE, REPLACE, REPAIR, REMOVE, RENEW, ENLARGE AND USE A PIPELINE FOR THE OPERATION OF SANITARY SEWER FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF PLACER, IN DEED RECORDED JUNE 09, 1998, INSTRUMENT NO. 1998-0043726, PLACER COUNTY RECORDS.

AFFECTS: PARCEL 1, 2 AND 3; A.P.N. 52-050-14

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF

Appendix 2: Conservation Easement

SAID EASEMENT.

E THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "ROAD EASEMENT AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND PLACER COUNTY DEPARTMENT OF PUBLIC WORKS, RECORDED SEPTEMBER 25, 2002, INSTRUMENT NO. 2002-114368, PLACER COUNTY RECORDS.

AFFECTS PARCEL 1; A.P.N. 052-050-014, WITH OTHER PROPERTY

Appendix 2: Conservation Easement

EXHIBIT I

Permitted Uses

The following are Permitted Uses:

1. The Express Third Party Uses.
2. The uses and activities expressly permitted under Exhibit F.
3. Except as otherwise limited by this Easement, the right to sell, encumber, or otherwise transfer the Property, portions thereof, or interests therein, to anyone Grantor chooses.
4. The right to trim and cut down and clear away any and all trees, brush and vegetation (a) which constitute a hazard to persons or property, and/or (b) for purposes of fire management, disease or insect control or otherwise as necessary or appropriate for prudent land management (i.e., not motivated by commercial benefit), and/or (c) for other vegetation management operations, including but not limited to fuel reduction projects, thinning of tree stands and meadow restoration projects. The foregoing may include pesticide use to control vegetation (brush, grass, weeds, etc.) and/or insects.
5. Consistent with Section 9.2, the right to install, maintain, repair, replace and maintain gates and fences.
6. The right to perform all activities required to comply with any and all Applicable Laws.
7. The right to maintain, repair, restore, replace and reconstruct all structures and improvements now or hereafter located on the Property, provided any replacement structures or improvements shall be located in substantially the same location and within the same footprint as the structure or improvement being replaced, and shall be substantially the same height as the structure or improvement being replaced.
8. The right to install minor, temporary structures necessary or appropriate in connection with the performance of prudent and customary land management activities, Hydro Project Activities, or the protection, preservation, or enhancement of the Beneficial Public Values.
9. (a) The right to undertake commercial and/or non-commercial forest management activities on the Property for any of the following purposes: (1) to promote the health and sustainability of the Property's natural resources; (2) to protect and enhance the Property's riparian resources; (3) to maintain an ecologically appropriate species mix of overstory and understory vegetation; (4) to protect and enhance wildlife habitat for native species historically present on the Property; (5) to protect cultural resources on the Property; (6) to control invasive and non-native vegetation; and (7) to

Appendix 2: Conservation Easement

prevent, mitigate, and/or respond to any natural disaster (such as wildfire, significant insect and disease outbreak, or significant wind damage).

(b) Forest management activities for the purposes outlined in Paragraph (a) may include, but shall not be limited to, timber harvesting; salvage logging; conversion of vegetation types; prescribed fire; pre-commercial and commercial thinning of conifer and hardwood trees; fuels management; tree planting; control of undesirable vegetation and pests; habitat maintenance and enhancement; and road and watercourse crossing construction, maintenance, repair, and enhancement. Grantor shall carry out all such forest management activities in compliance with Applicable Law.

(c) Grantor shall provide to Grantee any existing or future forest management plan as part of the Annual Work Plan review process pursuant to Section 7.3 of this Easement. Grantor and Grantee shall review and discuss such plan (along with any proposals Grantee may have regarding this Permitted Use by Grantor pursuant to Section 7.3.4(b) of this Easement) periodically as part of such Annual Work Plan review process. Said forest management plan shall be updated periodically, as appropriate.

10. In accordance with Applicable Laws, the right to control or eliminate noxious weeds and non-native plant species on the Property, and the right to control animals that (a) pose or threaten to pose a hazard to persons or property, including Hydroelectric Facilities and Associated Water Delivery Facilities, or (b) adversely impact or threaten to adversely impact (i) one or more of the Beneficial Public Values, (ii) Grantor's Hydro Reserved Rights or Hydro Project Activities, (iii) the Hydroelectric Facilities and Associated Water Delivery Facilities, or (iv) an Express Third Party Use.

11. The right to erect reasonably sized signs (illuminated and non-illuminated) to support and manage safety and permitted uses of the Property, including signs regarding authorized and unauthorized entry and uses or other appropriate markers in prominent locations on the Property, such as boundary fences, trails, and access roads.

Appendix 3: Conservation Easement Funding Agreement

Conservation Easement Funding Agreement Lower Drum, Bell Road Parcels Planning Unit PG&E Retained Lands

This Conservation Easement Funding Agreement (“Agreement”) is entered into as of the Effective Date (defined below) by and between the **Pacific Forest and Watershed Lands Stewardship Council**, a California nonprofit public benefit corporation (the “Stewardship Council”) and **Placer Land Trust** (“PLT”), a California nonprofit public benefit corporation (“Grantee”) with reference to the following facts:

A. The Stewardship Council was created to oversee the “Land Conservation Commitment” described in (1) that certain Settlement Agreement among Pacific Gas and Electric Company (“PG&E”), PG&E Corporation, and the California Public Utilities Commission (the “Commission”) as modified and approved by the Commission in its Opinion and Order of December 18, 2003 (Decision 03-12-035) (the “Settlement Agreement”); and (2) that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the “Stipulation”).

B. Pursuant to the Settlement and Stipulation, certain lands owned by PG&E at the time of the Settlement (the “PG&E Watershed Lands”) are to be 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 Stewardship Council is charged with developing a Land Conservation Plan for the protection and enhancement of the PG&E Watershed Lands.

C. Grantee is a publicly-supported, tax exempt nonprofit organization, qualified under Section 501 (c)(3) of the Internal Revenue Code (“IRC”), whose primary purpose is to preserve, protect or enhance, land in its natural scenic, historical agricultural, forested or open space condition or use and conserve natural areas for aesthetic, scientific, charitable and educational purposes. Grantee is eligible to hold a conservation easement pursuant to California Civil Code Section 815.3.

D. In connection with the Land Conservation Commitment, Grantee has agreed to accept a perpetual conservation easement created pursuant to California Civil Code Section 815 *et seq.* (the “Conservation Easement”) over a portion of the PG&E Watershed Lands that is being retained by PG&E consisting of approximately 28 acres of real property located in the County of Placer, State of California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”).

E. Grantee has agreed to accept perpetual conservation easements over PG&E Watershed Lands that are subject to PG&E’s Land Conservation Commitment in the Lower Drum, Lake Spaulding, Bear River, and Fordyce Lake planning units (“the Watershed Properties”).

F. In consideration of Grantee’s agreement to accept the Conservation Easement and assume the duties and obligations of the easement holder, the Stewardship Council has

Appendix 3: Conservation Easement Funding Agreement



agreed to provide funding to Grantee in the amounts and subject to the terms and conditions described below.

NOW, THEREFORE, the Stewardship Council and Grantee agree as follows:

1. Effective Date. This Agreement shall become effective upon the recording of the Conservation Easement in favor of Grantee in the Official Records of Placer County (the "Effective Date"). It is understood and agreed that if for any reason whatsoever the recording of the Conservation Easement does not occur on or before December 31, 2019, this Agreement shall be of no further force or effect and the parties shall thereupon be released from any obligations under this Agreement.

2. Grant Amount and Payment Terms. Effective upon the Effective Date, the Stewardship Council grants **One Hundred Eighty-One Thousand One Hundred Dollars (\$181,100)** (the "Grant Funds") to Grantee. The Grant Funds shall be payable to Grantee within thirty (30) days of the Effective Date. Grantee will use the Grant Funds for the purposes described in this Agreement and for no other purpose without the prior written consent of the Stewardship Council. The Stewardship Council reserves the right to require the total or partial return of Grant Funds in the event Grantee fails to comply with the terms and conditions of this Agreement.

3. Grant Restrictions. The use of the Grant Funds shall be restricted as follows:

a. No less than Eighty-Five Thousand Five Hundred and Fifty Dollars (\$85,550) of the Grant Funds shall be deposited into a non-wasting endowment restricted solely for the purpose of funding Grantee's costs for the stewardship and monitoring of conservation easements on the Watershed Properties (the "Monitoring and Stewardship Endowment Funds"). The types of allowable expenditures of these funds is described in Section 5 and 6 below.

b. Ten Thousand Dollars (\$10,000) of the Grant Funds shall be restricted to the legal defense and enforcement of conservation easements held by Grantee, including, but not limited to, the conservation easements established on the Watershed Properties (the "Defense and Enforcement Funds"). The types of allowable expenditures of these funds is described in Section 8 below.

c. The remainder of the Grant Funds shall be restricted for the purpose of funding Grantee's costs for the stewardship and monitoring of any conservation easements held by Grantee, including but not limited to the conservation easements on the Watershed Properties (the "General Monitoring and Stewardship Funds"). Grantee may use the General Monitoring and Stewardship Funds to monitor any of its conservation easements as long as Grantee meets its obligations as described in Section 5 below.

4. Grant Deposit Requirements.

a. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of the Monitoring and Stewardship Endowment Funds into an account which shall be restricted solely for the purpose of funding Grantee's costs for the stewardship and monitoring of conservation easements

Appendix 3: Conservation Easement Funding Agreement



on the Watershed Properties and shall be treated as a non-wasting endowment such that only earnings on the principal of the Monitoring and Stewardship Endowment Funds can be used by Grantee to cover the costs and expenses detailed in Sections 5 and 6 below for any Watershed Property conservation easement.

b. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of (1) the General Monitoring and Stewardship Funds into an account which shall be restricted to the stewardship and monitoring of conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property; and (2) the Defense and Enforcement Funds into an account which shall be restricted to the legal defense or enforcement of conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property. Neither of these accounts is required to be non-wasting.

c. The requirement to provide evidence of deposit will be satisfied when Grantee submits to the Stewardship Council the form attached as **Exhibit B**.

5. Conservation Easement Monitoring. From and after the Effective Date, Grantee agrees to conduct regular monitoring of the Property to ensure compliance with the terms of the Conservation Easement. Grantee shall conduct on-site monitoring of the Property not less than annually to assess compliance with the terms and conditions of the Conservation Easement and note any material changes to the Property compared to the baseline documentation report and prior monitoring reports. Upon written request, the Stewardship Council or its designee shall be permitted to accompany the Grantee on its monitoring visits and to receive a copy of any monitoring report prepared by Grantee.

6. Monitoring and Stewardship Endowment Funds. Permissible uses of the Monitoring and Stewardship Endowment Funds shall include, for example:

a. Regular on-site inspection and monitoring to ensure that the terms of conservation easements on the Watershed Properties are being met;

b. Recordkeeping and preparation of reports, notices of violation, any written consent to be submitted to the fee title owner of the property which is subject to the easement, and other documentation related to the conservation easement and the Watershed Property;

c. Communications with the fee title owner of the Watershed Property which is subject to the easement regarding the provisions of the conservation easement and planned or completed activities on the Watershed Property to be performed or allowed by the fee title owner or a licensee/lessee;

d. Responding to any inquiries or concerns raised by entities that have leases or licenses on the Watershed Property or other stakeholders who have an interest in ensuring the beneficial public values are protected.

Appendix 3: Conservation Easement Funding Agreement



7. General Monitoring and Stewardship Funds. Permissible uses of General Monitoring and Stewardship Funds shall include, but not be limited to the activities described in Section 6 above with regard to any of the conservation easements held by Grantee.

8. Defense and Enforcement Funds. Grantee shall be permitted to use the Defense and Enforcement Funds for the following purposes:

a. To make direct expenditures of attorneys' fees, costs and disbursements incurred in connection with proceedings to enforce and/or defend the provisions of a conservation easement held by the Grantee against legal challenge, including any claims by third parties;

b. To "pool" funds for legal expenses to enforce and/or defend against legal challenge to conservation easements held by the Grantee, including without limitation the Conservation Easement on the Property;

c. To pay premiums into a Conservation Defense Insurance Program offered through the Land Trust Alliance, or other nationally-recognized conservation organization of which Grantee is a member for the enforcement and defense of conservation easements held by member organizations, or to cover deductibles or similar costs related to such insurance.

9. Grant Report. Grantee agrees to submit to the Stewardship Council and/or its designee the following grant Status Reports pursuant to this Agreement. The initial Status Report shall be submitted to the Stewardship Council by the first quarter of the 2020 calendar year and include data up to the date of the initial Status Report. The final Status Report shall be submitted to the Stewardship Council or its designee on or before December 31, 2023. The due dates of the initial and final Status Reports can be changed by the Stewardship Council or its designee with at least 60 days written notice to Grantee. The Stewardship Council or its designee shall notify Grantee in a timely manner of the form and content of each Status Report, which shall include, at a minimum:

a. Copies of annual monitoring reports pertaining to the Conservation Easement for years selected by the Stewardship Council or its designee;

b. A statement as to whether any violations of the Conservation Easement were observed during the reporting period, and the outcome of any action taken to correct such violation;

c. A statement as to whether any amendments to the Conservation Easement were approved during the reporting period, with copies of any such amendments included in the Status Reports;

d. A statement as to whether fee title of the property was conveyed, the date of such conveyance, and the identity of the transferee; and

e. A report providing an accounting of how the Grant Funds have been invested or expended in furtherance of the purposes of this Agreement.

Appendix 3: Conservation Easement Funding Agreement



10. Records. Grantee will indicate the Grant Funds separately on its books of account, and maintain such records in accordance with generally accepted accounting principles. Grantee shall additionally maintain written records including the baseline documentation report, the Deed of Conservation Easement, any amendments to the Conservation Easement, other transaction documents, and copies of monitoring reports, notices to the landowner, and other communications pursuant to the Conservation Easement in accordance with the practices generally accepted in the land trust community.

11. Inspection. The Stewardship Council or its designee shall have the right to inspect the books and records of Grantee and evaluate Grantee's use of Grant Funds, so long as (i) such inspection or evaluation occurs during regular business hours; (ii) such inspection or evaluation does not unreasonably interfere with Grantee's regular operations; and (iii) the Stewardship Council or its designee provides at least three (3) days prior notice of any such inspection or evaluation.

12. Assignment and Transfer of Funds. Grantee shall not assign its interest under the Conservation Easement except in accordance with the provisions of the Conservation Easement relating to permitted assignments. In the event that Grantee assigns its interest under the Conservation Easement to a successor conservation easement holder ("Assignee"), Grantee shall transfer the remaining balance of the Grant Funds to the successor conservation easement holder. Assignee's receipt of any funds from Grantee shall be conditioned upon the assignee's agreement in writing to assume all of Grantee's obligations under this Agreement.

13. Publicity. The Stewardship Council may include information regarding this Agreement and Grantee in its periodic public reports, press releases, or other public communications.

14. Representations and Warranties. Grantee warrants and represents that it is a tax exempt organization under Section 501(c)(3) of the IRC, and is not a private foundation as defined in section 509(a) of the IRC or is an exempt operating foundation described in Section 4940(d)(2) of the IRC. Grantee further represents and warrants that it shall not use the Grant Funds to attempt to influence legislation or otherwise carry out lobbying activities within the meaning of Sections 501(h), 4911, 4945(d)(1) or 4945(e) of the IRC. No part of the Grant Funds may be used to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive. No part of the Grant Funds may be used for purposes other than charitable, scientific, literary, or educational purposes within the meaning of IRC Section 170(c)(2)(B).

Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.

15. Indemnification. Grantee hereby agrees to indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest,

Appendix 3: Conservation Easement Funding Agreement



penalties, and reasonable attorney fees and costs, that they may incur or suffer and that result from, or are related to, the receipt and use of the Grant Funds by Grantee.

16. Limit of Stewardship Council Obligations. The Stewardship Council’s obligations under this Agreement shall under no circumstances exceed the Grant Funds amount set forth in Section 2 above.

17. Assignment. This Agreement may not be assigned by the Grantee in whole or in part except as provided in Section 12 above. The Stewardship Council may assign its rights and delegate its obligations under this Agreement to a third party at the Stewardship Council’s sole discretion, but must provide written notice to Grantee prior to such assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit and burden of the parties and their respective heirs, successors and assigns.

18. Amendment; Entire Agreement. This Agreement may not be amended or modified except by written instrument signed by both parties. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

19. Governing Law. This Agreement shall be governed by the laws of the State of California.

20. Counterparts. This Agreement may be executed in counterparts which together shall constitute a single agreement.

Pacific Forest and Watershed Lands Stewardship Council,
a California Nonprofit Public Benefit Corporation

By: _____

Title: Heidi Krolick, Executive Director

Date: _____

Placer Land Trust,
a California Nonprofit Public Benefit Corporation

By: _____

Title: _____

Date: _____

Exhibit A

Legal Description of Property

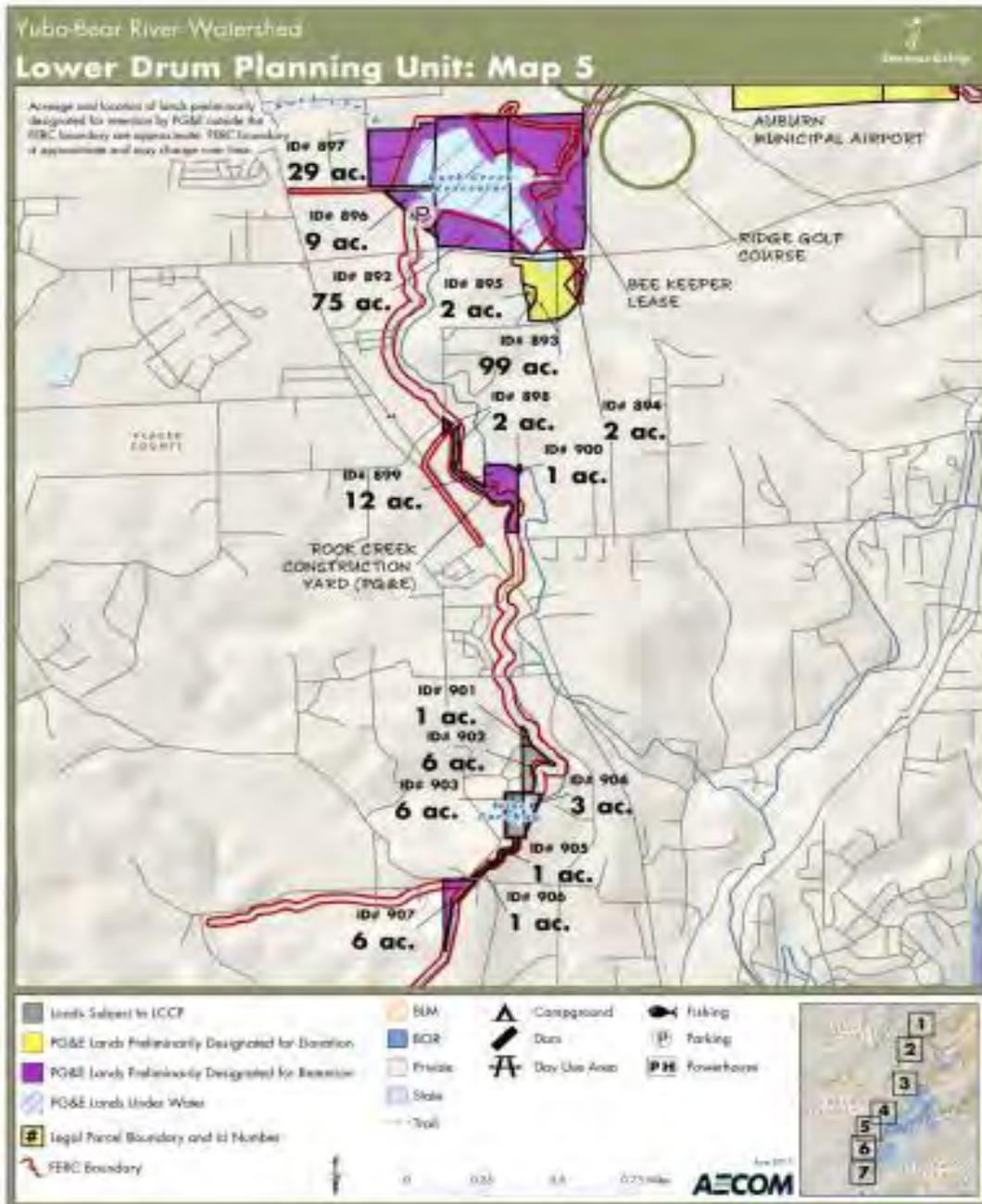




EXHIBIT B TO CONSERVATION EASEMENT FUNDING AGREEMENT

Evidence of Grant Fund Deposit and Restriction of Use Certification

Date:	Planning Unit/Property Title: Lower Drum, Bell Road Parcels
Grantee Name: Placer Land Trust	Grantee Address:

*Date of Deposit of Grant Funds:		Amount Deposited:	
Bank Name:	Account Name:	Account #:	
Certification of Deposit of Grant Funds and Restricted Use of Monitoring of Conservation Easement Funds			
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted to the permissible uses of General Monitoring and Stewardship Funds as set forth in Section 3c and 7 of the Grant Agreement.			
Name:		Title:	
Signature:		Date:	

*Date of Deposit of Grant Funds:		Amount Deposited:	
Bank Name:	Account Name:	Account #:	
Certification of Deposit of Monitoring and Stewardship Endowment Funds in Non-Wasting Endowment			
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted solely for the purpose of funding Grantee's costs for the stewardship and monitoring of conservation easements on the Watershed Properties and shall be treated as a non-wasting endowment as set forth in Section 3a of the Grant Agreement.			
Name:		Title:	
Signature:		Date:	

For third section, see page 2



EXHIBIT B TO CONSERVATION EASEMENT FUNDING AGREEMENT – Page 2

*Date of Deposit of Grant Funds:		Amount Deposited:
Bank Name:	Account Name:	Account #:
Certification of Deposit of Grant Funds and Restricted Use of Defense & Enforcement Funds		
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted to the permissible uses of the Defense and Enforcement Funds as set forth in Section 8 of the Grant Agreement.		
Name:	Title:	
Signature:	Date:	

Return to:
 Stewardship Council
 3300 Douglas Boulevard, Suite 250
 Roseville, CA 95661
Phone: (916) 297-6660

***Please include a copy of the bank statement referencing the above deposit.**

I.02-04-026

APPENDIX A**APPENDIX E**
LAND CONSERVATION COMMITMENT**STATEMENT OF PURPOSE**

PG&E shall ensure that the Watershed Lands it owns and Carizzo Plains 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. PG&E will protect these beneficial public values associated with the Watershed Lands and Carizzo Plains from uses that would conflict with their conservation. PG&E recognizes that such lands are important to maintaining the quality of life of local communities and all the people of California in many ways, and it is PG&E's intention to protect and preserve the beneficial public values of these lands under the terms of any agreements concerning their future ownership or management.

PG&E Environmental Enhancement Corporation will develop a plan for protection of these lands for the benefit of the citizens of California. Protecting such lands will be accomplished through either (1) PG&E's donation of conservation easements to one or more public agencies or qualified conservation organizations consistent with these objectives, or (2) PG&E's donation of lands in fee to one or more public entities or qualified conservation organizations, whose ownership would be consistent with these conservation objectives.

-

COMMITMENTS

1. **PG&E Shall Place Permanent Conservation Easements on or Donate Watershed Lands:** The Watershed Lands and Carizzo Plains shall (1) be subject to permanent conservation easements restricting development of the lands so as to protect and preserve their beneficial public values, and/or (2) be donated in fee simple to one or more public entities or qualified non-profit conservation organizations, whose ownership will ensure the protection of these beneficial public values. PG&E will not be expected to make fee simple donations of Watershed Lands that contain PG&E's or a joint licensee's hydroelectric project features. In instances where PG&E has donated land in fee, some may be sold to private entities subject to conservation easements and others, without significant public interest value, may be sold to private entities with few or no restrictions.

The conservation easements shall provide for the preservation of land areas for 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 and, shall prevent any other uses that will significantly impair or interfere with those values. Conservation easements on the Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and

I.02-04-026

APPENDIX A

future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements. In addition, easements will honor existing agreements for economic uses, including consumptive water deliveries. The conservation easements shall be donated to and managed by one or more non-profit conservation trustees, qualified conservation organizations or public agencies with the experience and expertise to fully and strictly implement the conservation easements.

2. Process For Development of the Conservation Easements and Land Donation Plan: PG&E will work with PG&E Environmental Enhancement Corporation and the Commission in the development and implementation of the conservation easements and land donation plan. PG&E Environmental Enhancement Corporation will recommend to PG&E (1) conservation objectives for the properties, including identification of conservation values, (2) criteria for ultimate disposition of the properties, (3) conservation easements guidelines, and (4) land disposition plans.

3. Reporting Responsibilities: PG&E Environmental Enhancement Corporation will prepare a report to the Commission within 18 months of the Effective Date describing the status of the conservation easement and land disposition plan. PG&E Environmental Enhancement Corporation will make the report available to the public upon request. Every two years following the first report, PG&E Environmental Enhancement Corporation will prepare a report to the Commission on the implementation of the conservation easement and land disposition plan.

(END OF APPENDIX A)

Attachment B

Deed of Conservation Easement and Agreement

RECORDING REQUESTED BY

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
Attention: Paul Coviello
1850 Gateway Blvd, Room 7043C
Concord, CA 94520

WHEN RECORDED MAIL TO

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

The undersigned Grantor declares that the documentary transfer tax is \$-0- (R&T Code 11911 not applicable—No realty sold/no consideration)

(Space Above this Line for Recorder's Use)

A.P.N. 052-050-14

Date: _____

DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BELL ROAD, LOWER DRUM PLANNING UNIT)

Between

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,
as Grantor

and

PLACER LAND TRUST, a California non-profit public benefit corporation,
as Grantee

Note to the County Recorder: This is a conservation easement within the meaning given to such term in California Government Code §27255 and is to be included in the index developed and maintained pursuant to such section.

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**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BELL ROAD, LOWER DRUM PLANNING UNIT)**

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT (this "Easement") is made and entered into this _____ day of _____, 20__ (the "Effective Date") by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantor"), and PLACER LAND TRUST, a California non-profit public benefit corporation ("Grantee"), with reference to the following facts:

RECITALS

A. The Property. Grantor is the owner of approximately 28 acres of real property located in Placer County, State of California, as more particularly described in the attached Exhibit A (the "Property").

B. FPA and FERC Jurisdiction. Portions of the Property lie within the boundaries of one or more hydroelectric projects licensed to Grantor pursuant to Part I of the Federal Power Act, 16 U.S.C. §§792-823d ("FPA").

1. FPA and FERC Requirements. The FPA requires regulation of the construction, operation, and maintenance of non-federal hydroelectric power projects pursuant to licenses issued by the Federal Power Commission, or its successor, the Federal Energy Regulatory Commission ("FERC"). Each such license requires the licensee to undertake appropriate measures on behalf of both developmental and environmental public interest uses of a waterway, including as relevant fish and wildlife protection and enhancement, irrigation, flood control, water supply, and recreation, together with whatever other beneficial public uses the license identifies as a "Project Purpose." The license requires the licensee to acquire and retain all interests in non-federal lands and other property necessary or appropriate to carry out the Project Purposes.

2. FPA and FERC Non-Project Uses. The FPA provides FERC with authority to regulate the use of a licensed project's lands and waters not only by the licensee but also by any other entity. FERC refers to such third-party use as "non-project use of project lands and waters." Even where the third-party use may be compatible with and even promote a specified Project Purpose, such use is "non-project," because it is not in the license as a direct obligation of the licensee. As a FERC licensee for the Property which is the subject of this Easement, Grantor must (except for very minor matters) apply to FERC for approval to convey to a third party any easement over project lands. FERC approval requires conveyance instruments to contain recorded covenants providing that the non-project use will not interfere with Project Purposes, and requires its licensees to enforce such covenants and protect the project values.

3. Removal of FERC Jurisdiction. FERC jurisdiction and authority over a licensed hydropower project is removed if and when (1) the project is decommissioned and the project license is surrendered or otherwise terminated; or (2) FERC determines that the project does not require a license to continue to operate, and the license expires or is otherwise terminated. Neither FERC nor the hydropower project license can bestow, remove, or alter water or other property rights; therefore, the end of FERC jurisdiction over the project has no effect on existing property rights in project lands and waters, including any conservation easements on such lands.

C. Grantor Party to Settlement Agreement. Grantor is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by the Public Utilities Commission of the State of California (the "**Commission**") in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

D. Grantor Party to Stipulation. 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**").

E. Governing Documents and Beneficial Public Values. The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all owned by Grantor (collectively, the "**Watershed Lands**"), including the Property, 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 Grantor to convey conservation easements and protect such beneficial public values on the Watershed Lands, as well as certain other obligations related thereto, are set forth in detail in Appendix E of the Settlement Agreement (as further explicated in Section 12 of the Stipulation), and are defined therein as the "**Land Conservation Commitment.**"

F. Stewardship Council and Land Conservation Plan. 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. Pursuant to the Governing Documents, the Stewardship Council developed a plan for protection of the Watershed Lands for the benefit of the citizens of California (the "**Land Conservation Plan**" or "**LCP**"). The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

G. California Civil Code §815. The Legislature of the State of California, as set forth in California Civil Code §815 *et seq.*, has found and declared it to be the public policy and in the public interest of this state to encourage the preservation of land in its predominantly natural, scenic, agricultural, historical, forested, or open-space condition,

and that it is "the public policy and in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."

H. Grantee Qualified Nonprofit Organization. Grantee is a tax-exempt nonprofit organization qualified under §501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to §815.3(a) of the California Civil Code.

I. Grantor's Continuing Hydro Project Activities. Grantor has used and continues to use the Property for the purposes related to the generation of electricity from hydropower facilities and related to the delivery, storage, and consumptive and nonconsumptive use of water as described more fully on attached Exhibit B (the "**Hydro Project Activities**"). In furtherance of the Hydro Project Activities, Grantor has improved portions of the Property with some or all of the following: water- and power-related facilities, access roads, recreational facilities, buildings and other structures. The Governing Documents provide that "[c]onservation easements on Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements."

J. Perpetual Protection of Beneficial Public Values. Grantee and Grantor intend through this Easement to ensure the perpetual protection of the beneficial public values on the Property as generally identified in the LCP, on and subject to the terms and conditions of this Easement. Specifically, the parties intend to assure that the beneficial public values as generally identified in the LCP that specifically exist on this Property and set forth on Exhibit D (the "**Beneficial Public Values**") will be protected and preserved in perpetuity and that uses of the Property that are inconsistent with protecting and preserving these Beneficial Public Values will be restricted, all as set forth in this Easement; provided, however, that Grantor shall retain all interests not transferred to Grantee by this Easement, including, but not limited to Grantor's Hydro Reserved Rights described in Section 7 below.

AGREEMENT

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code §815 et seq., Grantor and Grantee further hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property (the "**Conservation Easement**"), subject to and in accordance with the terms and conditions of this Easement.

2. Purpose. It is the purpose of this Easement to protect and preserve in perpetuity the Beneficial Public Values on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of this Easement (the "**Purpose**"). As used in this Easement, the terms "impair" and "impairment" mean to diminish in quantity, quality, value, strength or viability. As used in this Easement, the terms "significant" and "significantly," when used with "impair" and "impairment," respectively, mean a greater than negligible adverse impact, for more than a transient period. The parties agree that Grantor's retention of certain rights specified in this Easement, including the Hydro Reserved Rights, is consistent with the Purpose of this Easement.

3. Baseline Documentation Report. The parties acknowledge that certain existing conditions particularly relevant to the Property are documented in a baseline documentation report (the "**Baseline Documentation Report**"). Grantor and Grantee each have a copy of the signed Baseline Documentation Report, executed by both parties to acknowledge their approval and receipt of the Baseline Documentation Report. The parties agree that the Baseline Documentation Report contains an accurate representation of such existing conditions of the Property as of the Effective Date, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The foregoing notwithstanding, if a dispute arises with respect to any of the conditions of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute.

4. Commission and FERC. The terms and conditions of this Easement are subject to any conditions imposed by the Commission pursuant to **[Note: citation to decision/resolution to be inserted]** or by FERC pursuant to any hydroelectric project license for the Property or any applicable orders or regulations that FERC may issue from time to time. Notwithstanding anything to the contrary in this Easement, Grantor, its successors, and assigns have the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of Grantee or any other person. Grantor expressly reserves the right to comply with all FERC orders and regulations as they may be amended from time to time. In addition, Grantee shall comply with any information requests or reporting obligations required by the Commission or FERC, whether directly to the Commission or FERC, or through Grantor; provided that Grantor shall reimburse the reasonable costs and expenses incurred by Grantee in responding to such requests. Execution of this Easement by Grantor does not imply tacit Commission or FERC approval of a non-project use on the Property nor does it obligate Grantor to seek Commission or FERC approval for non-project uses proposed by Grantee.

5. Rights Conveyed to Grantee. Subject to the terms and conditions of this Easement, Grantor grants and conveys to Grantee the following affirmative rights:

5.1 Identification, Monitoring and Enforcement. The right to identify with Grantor the Beneficial Public Values of the Property, the right to monitor and enforce the protection and preservation of such Beneficial Public Values in accordance

with the terms of this Easement, the right to enforce the terms of this Easement, the right to enjoin any activity on the Property or other use of the Property which violates the terms of this Easement, and the right to enforce the restoration of such areas or features of the Property as may hereafter be damaged in violation of this Easement.

5.2 Access. The right for Grantee and Grantee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Grantee's Representatives**") to enter onto the Property at reasonable times, during normal business hours, not more than twice per calendar year and upon not less than ten (10) business days' advance written notice in order to monitor and inspect the Property, to enforce the rights which are granted herein, to determine whether the activities conducted on the Property are in compliance with the terms of this Easement, and to enforce the restoration of such areas or features of the Property as may have been damaged in violation of this Easement, all in compliance with the provisions of Section 10. Grantee will limit the number of Grantee Representatives entering the Property to those who are reasonably necessary to undertake the inspections, and such entry will be for no more days than are reasonably necessary to carry out the inspections. Grantor's representatives shall have the right to accompany Grantee's Representatives during bi-annual monitoring visits or on any other visit permitted by this Section 5.2. Notwithstanding the foregoing, Grantee shall also have the right of entry upon the Property upon not less than twenty-four (24) hours' advance written notice where such entry is necessary to (i) prevent, terminate, or mitigate a violation of the terms of this Easement; or (ii) monitor actions taken pursuant to the bi-annual inspections contemplated by this Section 5.2. All access and entry allowed under this Section 5.2 will be made in a manner that will not unreasonably interfere with the permitted use(s) of the Property by Grantor, its successors in interest, and any occupant(s) or user(s) of the Property and shall comply with any entry and access guidelines established by Grantor and restrictions contained in any Third Party Use Agreements.

5.3 Grantee Signs. Grantee shall have the right, but not the obligation, at its sole cost and expense, to erect, maintain, and/or remove, one or more reasonable, non-illuminated signs or other appropriate markers in locations on the Property visible from any public roads or other adjoining property, bearing information indicating (a) that the Property is protected by the Conservation Easement, and/or (b) the participation of Grantee and of any funder in the stewardship of the Conservation Easement, the wording, size, number, design, and location of which shall be decided upon by Grantee and Grantor, each exercising its reasonable discretion.

6. Prohibited Uses. Grantor will not engage in, or permit others to engage in, the prohibited uses set forth on Exhibit F hereto, except as otherwise provided therein (the "**Prohibited Uses**"), which Grantor and Grantee agree are inconsistent with the Purpose of this Easement.

7. Grantor's Reserved Rights.

7.1 Hydro and Other Reserved Rights. As provided in California Civil Code §815.4, all interests not expressly transferred and conveyed to Grantee by this Easement shall remain in Grantor, including the right to engage in and permit or invite others to engage in all uses of the Property not affected by this Easement nor prohibited by this Easement or by law. In compliance with §815.4, Grantor and Grantee acknowledge and agree that Grantor expressly reserves all rights accruing from the ownership of the Property and not expressly transferred and conveyed to Grantee by this Easement, including without limitation the right to engage in or permit or invite others to engage in all uses of the Property that do not significantly impair the Beneficial Public Values and are not expressly prohibited by this Easement. Without limiting the foregoing, Grantor shall have the right to engage in and permit or invite others to engage in the permitted uses set forth in Exhibit I (the "**Permitted Uses**"). In addition and notwithstanding any other provision of this Easement, Grantor expressly reserves the right to engage in or permit or invite others to engage in those uses set forth in Exhibit C ("**Hydro Reserved Rights**"), subject to the restrictions set forth in Sections 7.3 and 7.4 below.

7.2 Definitions. As used in this Section 7, the following defined terms shall have the meanings set forth below:

7.2.1 Anticipated Significant Actions. As used herein, "**Anticipated Significant Actions**" are (a) those Required Actions (which include Specified Required Actions pursuant to Section 7.2.3), that involve a Prohibited Use and/or that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, (b) Discretionary Actions that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, and (c) Permitted Uses that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values. Except as provided in Section 7.3.1, no Grantee notification, consultation or consent shall be required for actions, activities or improvements that are not Anticipated Significant Actions.

7.2.2 Required Actions. As used herein, "**Required Actions**" are those intended actions, activities or improvements that Grantor determines in Grantor's sole discretion exercised in good faith are required on the Property by any one or more of the following: (a) the Commission, FERC, or any other governmental entity having jurisdiction over Grantor's use, ownership, operation, or management of the Property, including the Hydro Project Activities, or (b) any Applicable Law (as defined in Section 8), or (c) any Third Party Use Agreements, or (d) to comply with professional practices,

standards and/or policies governing the Hydro Project Activities. All references in this Agreement to "Required Actions" shall include Specified Required Actions (as defined below) unless otherwise noted.

7.2.3 Specified Required Actions. As used herein, "**Specified Required Actions**" are those Required Actions that require a specified action, activity or improvement on the Property, with respect to which Grantor has no material discretion over the specific details of implementation, including, without limitation, the manner, timing, and location of the Specified Required Action. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 below, no Grantee consultation or consent shall be required with respect to any Specified Required Action.

7.2.4 Discretionary Action. As used herein, a "**Discretionary Action**" is an intended action, activity or improvement that is not a Required Action or a Permitted Use, and does not involve a Prohibited Use.

7.2.5 Hydro Operating Zone. As used herein, a "**Hydro Operating Zone**" is a spatially delineated area of the Property intended to primarily contain (or immediately adjacent to an area of the Property containing) Hydroelectric Facilities and Associated Water Delivery Facilities, as defined and described on Exhibit B hereto. The delineated Hydro Operating Zones, if any, are set forth on Exhibit G hereto; provided, however, that, subject to Sections 7.3 and 7.4 below, Grantor shall have the right, as a Discretionary Action governed by Sections 7.3 and 7.4 below, to expand, contract, add or remove Hydro Operating Zones from time to time.

7.3 Annual Work Plan Notification, Consultation and Consent Requirements.

7.3.1 Delivery and Contents of Annual Work Plan. No later than February 15th of each calendar year after the Effective Date, Grantor shall prepare and deliver to Grantee an annual work plan for the Property (an "**Annual Work Plan**"). In the Annual Work Plan, Grantor shall inform Grantee of the Anticipated Significant Actions Grantor anticipates undertaking on the Property during such calendar year. The Annual Work Plan shall include the following:

(a) a reasonably detailed description of the Anticipated Significant Actions Grantor intends to commence within such calendar year, together with a bullet point list of those actions Grantor intends to commence during such calendar year that Grantor determines do not constitute Anticipated Significant Actions;

(b) a bullet point list of all actions undertaken by Grantor during the immediately preceding calendar year that Grantor determined did not constitute Anticipated Significant Actions and were not described in a previous Annual Work Plan (or otherwise disclosed to Grantee);

(c) an indication of whether the Anticipated Significant Actions will occur within or outside of a Hydro Operating Zone;

(d) Grantor's determination of which Anticipated Significant Actions are Discretionary Actions;

(e) Grantor's determination of which Anticipated Significant Actions are Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(f) Grantor's determination of which Anticipated Significant Actions are Specified Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(g) Grantor's determination of which Anticipated Significant Actions are Permitted Uses, including a reasonably detailed explanation of the basis for Grantor's determination;

(h) Grantor's estimated timeline for commencement and completion of each of the Anticipated Significant Actions;

(i) a description of Grantor's anticipated efforts to avoid or minimize harm to or impairment of the Beneficial Public Values from the Anticipated Significant Actions;

(j) if and when available, Grantor shall use reasonable efforts to provide copies of any underlying filings (including filings, if any, under the California Environmental Quality Act), permits (e.g., burn permits, stream alteration permits, or timber harvest plans), orders or rulings associated with the Anticipated Significant Actions; and

(k) any Third Party Use Agreement renewals or replacements as contemplated by Section 9.1.2 below.

7.3.2 Review of Annual Work Plan. Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Annual Work Plan to review the Annual Work Plan. Grantee has the right to request reasonable additional information regarding actions identified in the Annual Work Plan. As part of the Annual Work Plan review process, Grantor and Grantee will consult on Express Third Party Uses as contemplated by Section 9.1 below and Informal Uses as contemplated by Section 9.2 below. Periodically, at such annual review meetings, the content requirements for the Annual Work Plan as set forth in Section 7.3.1 above may be modified, confirmed by mutual written agreement of the parties.

7.3.3 Anticipated Significant Actions within Hydro Operating Zones. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Anticipated Significant Actions within a Hydro Operating Zone.

7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones. The following provisions shall apply with respect to Anticipated Significant Actions outside of a Hydro Operating Zone:

(a) Specified Required Actions. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Specified Required Actions outside of a Hydro Operating Zone.

(b) Other Required Actions and Permitted Uses. With respect to Required Actions and Permitted Uses disclosed in the Annual Work Plan that are not Specified Required Actions and are to be undertaken outside of a Hydro Operating Zone, Grantor and Grantee agree that, at or prior to the meeting to review the Annual Work Plan, Grantee may (but shall be under no obligation to) propose alternative methods and practices to avoid or minimize harm to or impairment of one or more Beneficial Public Values by such Anticipated Significant Actions ("**Proposed Methods and Practices**"). Grantor shall implement the Proposed Methods and Practices, to the extent Grantor determines in its sole discretion exercised in good faith that the Proposed Methods and Practices (i) may be implemented in a commercially reasonable manner balancing the harm to Beneficial Public Values with any increased cost or burden to Grantor, (ii) where applicable, will allow for the completion of a Required Action in a timely manner, and (iii) are reasonably likely to avoid potential harm to or impairment of one or more Beneficial Public Values. If Grantor determines that one or more of the foregoing conditions has not been satisfied, Grantor shall specify the reasons for this determination in detail, and Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantor's objections to Grantee's Proposed Methods and Practices consistent with this paragraph.

(c) Discretionary Actions. With respect to Discretionary Actions disclosed in the Annual Work Plan that are to be undertaken outside of a Hydro Operating Zone, such Discretionary Actions shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee. If Grantee fails to grant or deny Grantor's request for consent within one hundred eighty (180) days following Grantee's receipt of Grantor's request for consent, Grantee shall be deemed to have consented to the particular Discretionary Action described in the request. If Grantee withholds its consent to such proposed Discretionary Action to be undertaken outside of a Hydro Operating Zone, Grantee shall specify its objections in detail and, wherever possible, propose commercially reasonable alternatives, methods and/or practices to avoid or mitigate harm to or impairment of the Beneficial Public Values while substantially achieving the purposes of Grantor's proposed Discretionary Action. Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantee's objections in a manner that sufficiently mitigates Grantee's objections to its reasonable satisfaction.

7.4 Anticipated Significant Actions Not Identified in Annual Work Plan. If Grantor intends to undertake an Anticipated Significant Action not identified in an Annual Work Plan, Grantor shall notify Grantee (a "**Notice of Action**"), and include the

information required by Section 7.3.1 above. Additionally, Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Notice of Action to review Grantor's proposed Anticipated Significant Actions. Any Anticipated Significant Action (other than a Specified Required Action) identified in a Notice of Action which is proposed to occur outside of a Hydro Operating Zone shall be subject to Section 7.3.4 above. Where this Section 7.4 applies, references to the "Annual Work Plan" in Section 7.3.4 above shall be deemed to be references to the applicable Notice of Action except that Grantor shall not be required to provide the list of actions set forth in Section 7.3.1(b) above.

7.5 Emergency Actions. Notwithstanding any other provisions of this Section 7, in the case of an emergency or other exigent circumstance affecting the safety of persons and/or property, Grantor may exercise its Hydro Reserved Rights and take any other remedial actions in an unrestricted manner on all or any portion of the Property within or outside of a Hydro Operating Zone without consultation with Grantee and without Grantee's consent. Grantor shall provide copies of any required notifications to applicable regulatory agencies of the emergency action and shall notify Grantee of those emergency actions taken, such notice to be provided to Grantee as soon as practicable but in any event within thirty (30) days after the emergency action has occurred.

7.6 Water Rights. The Parties acknowledge that Grantor's exercise of water rights relating to water located or flowing on or under the Property, including those described in Exhibit C, are governed by this Section 7.

8. Responsibility for Operations. Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership of the Property. In connection with Grantor's use or occupancy of the Property, Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, licenses, authorizations, orders and requirements, whether or not in the current contemplation of the parties, which may affect or be applicable to the Property or any part of the Property (including, without limitation, any subsurface area), all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, or any other governmental or quasi-governmental body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**"), except as expressly stated otherwise in this Easement. Without placing any limitation on the foregoing sentence, the parties agree as follows:

8.1 Condition of Property. Grantee shall have no duty or responsibility for (a) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Easement, (b) the monitoring of any

hazardous conditions thereon, or (c) the protection of Grantor, the public, or any other person or entity from any risks relating to conditions on the Property.

8.2 Taxes. Grantee shall have no duty or responsibility for real property taxes and assessments levied on the Property.

8.3 Permits and Approvals. Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantor which is permitted by this Easement; provided, however, Grantor shall have no responsibility pursuant to this Easement for obtaining permits and approvals required on behalf of unrelated third parties who occupy or use the Property or for an unrelated third party's failure to comply with Applicable Laws. Grantee shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantee which is permitted by this Easement.

8.4 Limitation on Restoration Obligations. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after (a) any Act of God, which includes, without limitation, fire, climate change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Baseline Documentation Report; (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to any person resulting from such causes; or (c) the non-permitted acts of unrelated third parties so long as Grantor has satisfied its obligations under Section 9.3.

9. Third Party Use of the Property.

9.1 Express Third Party Uses. Exhibit H hereto describes the existing third party uses of the Property permitted with the express agreement of Grantor ("**Express Third Party Uses**"). Subject to Section 7 above, Express Third Party Uses shall also include any future third party use implemented by Grantor as a Required Action or as a Discretionary Action approved by Grantee in accordance with Section 7. Grantor retains the right to maintain, renew, and replace all agreements memorializing the Express Third Party Uses ("**Third Party Use Agreements**") and to engage in all activities reasonably required to comply with Grantor's obligations with respect to the Express Third Party Uses, subject to the following conditions:

9.1.1 Increases in Intensity or Expansion of Location or Size or Change in Use. Any (i) increase in the intensity, or (ii) expansion of the location or size, or (iii) a change in the use, of an Express Third Party Use (whether through a new agreement or an amendment to an existing agreement), that Grantor determines in Grantor's reasonable discretion exercised in good faith is likely to significantly impair the Beneficial Public Values shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee, except

if such change in Express Third Party Use constitutes a Required Action in which case the consultation provisions of Section 7 above shall apply.

9.1.2 Renewal or Replacement of Third Party Use Agreements. All Third Party Use Agreements existing on the date hereof are identified on Exhibit H. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), Grantor, in consultation with Grantee as part of the Annual Work Plan consultation in accordance with Section 7.3 above, shall include contractual provisions to bring the continuation of the Express Third Party Use and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

9.1.3 Consultation on Express Third Party Uses. As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on existing Express Third Party Uses, including recommendations, if any, on how to bring the Express Third Party Uses and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

9.1.4 Enforcement of Third Party Use Agreements. If Grantor or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Beneficial Public Values (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts to enforce such Third Party Use Agreement or otherwise remedy such violation, at Grantor's sole expense.

9.2 Informal Uses and Public Access. Grantor and Grantee recognize that the Property has been used by third parties for recreational, cultural, and other non-commercial or informal purposes without formal written agreements to conduct such activities (the "**Informal Uses**"). Grantor and Grantee further recognize that access is inherent or may be inherent in the enjoyment of the Beneficial Public Values and the Informal Uses. Consistent with the objectives articulated in the Governing Documents to provide continued reasonable access by the public to the Watershed Lands, Grantor shall allow public access to the Property (other than Hydro Operating Zones) that is substantially consistent with the public access existing on the Effective Date, subject to Section 7 and the following limitations:

9.2.1 Rules and Regulations. Grantor reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access.

9.2.2 Liability Limitation. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law.

9.2.3 Periodic Review of Informal Uses. As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on Informal Uses, including recommendations made by Grantor or Grantee, if any,

regarding the necessity of controlling, limiting or excluding the Informal Uses to ensure the preservation of the Beneficial Public Values.

9.3 Unauthorized Third-Party Uses. If Grantor or Grantee discovers any unauthorized third-party use or activity on the Property (not including any third party violation covered by Section 9.1.4 above) that violates the terms of this Easement (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, at Grantor's sole expense; provided that in no event shall Grantor's obligations under this Section 9.3 require Grantor to pursue legal action or incur other substantial costs. If Grantee demonstrates that Grantor's efforts in compliance with this Section 9.3 have not prevented, or are unlikely to prevent, the unauthorized third-party use or activity on the Property that violates the terms of this Easement, Grantee may meet and confer with Grantor to propose additional efforts to prevent such use or activity which Grantee may undertake, at Grantee's sole expense. Grantor shall consider such proposal in good faith and, if Grantor permits Grantee to use such additional efforts, the scope and duration of such efforts shall be determined by Grantor, and Grantee shall comply with any requirements imposed by Grantor in connection with such efforts.

10. Enforcement and Remedies.

10.1 Procedures Upon Violation. If a party hereto (the "**Non-Breaching Party**") determines there is a breach of the terms of this Easement or that a breach is threatened, written notice of such breach (the "**Notice of Breach**") and a demand for corrective action sufficient to cure the breach shall be given by the Non-Breaching Party to the party allegedly breaching this Easement (the "**Breaching Party**"). Within fourteen (14) days after delivery of a Notice of Breach, Grantor and Grantee shall meet at a location in the County where the Property is located or as otherwise agreed to by the parties to discuss the circumstances of the alleged or threatened breach and to attempt to agree on appropriate corrective action. If the parties mutually determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged breach (the "**Consulting Expert**") shall attend the meeting. Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, that if Grantor and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action (or if any such corrective action is required) within thirty (30) days after such meeting, then the Non-Breaching Party may, at its election, deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the breach (the "**Notice of Easement Violation**"). If a violation is not cured within thirty (30) days after the delivery of the Notice of Easement Violation, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or failure to continue diligently to complete the cure, the Non-Breaching Party may commence litigation in accordance with Section 10.2 below.

10.2 Litigation. If the parties are not able to resolve a claim or dispute pursuant to Section 10.1 above, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Easement, to recover any damages to which Non-Breaching Party may be entitled for violation of the terms of this Easement, or for any other legal or equitable relief available under California law, including, but not limited to, temporary or permanent injunctive relief, monetary damages and/or any other form of relief required to achieve the restoration of the Property to the condition in which it existed prior to any violation. To the extent that Grantee recovers any monetary damages for the cost of restoring any injury or damage to a portion of the Property that is caused by Grantor's breach of this Easement, all such damages recovered by Grantee (after appropriate costs of suit are reimbursed) shall be applied to the cost of undertaking any corrective action to the applicable portion of the Property. Notwithstanding anything to the contrary contained in this Easement, in no event shall the Breaching Party be liable to the Non-Breaching Party for, and the parties each hereby waive their right to, any indirect, special, punitive, or consequential damages resulting from the Breaching Party's breach of this Easement, whether foreseeable or unforeseeable.

10.3 Emergency Injunctive Relief. If circumstances require immediate action to prevent or mitigate a violation of this Easement and the Non-Breaching Party reasonably determines that irreparable harm would result if the Non-Breaching Party were required to complete the process set forth in Section 10.1, the Non-Breaching Party may proceed immediately to seek an injunction to stop the violation, temporarily or permanently.

10.4 Remedies Cumulative. The remedies described in this Section 10 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code §815 *et seq.*, inclusive. The failure of a party to discover a violation or to take immediate legal action shall not bar taking such action at a later time. Nothing in this Section 10 precludes Grantor and Grantee from agreeing to mediation or another non-judicial dispute resolution process.

10.5 Costs of Enforcement. All costs incurred in enforcing the terms of this Easement, including, but not limited to, costs of suit and reasonable attorneys' fees as set forth in Section 20.11, shall be borne by the Breaching Party, but only to the extent that a breach of this Easement is determined to have occurred. If, after the Non-Breaching Party delivers a Notice of Easement Violation, it is determined that there was no breach of this Easement by the Breaching Party, the Non-Breaching Party shall pay all of the Breaching Party's costs and expenses incurred in connection with the alleged breach.

10.6 No Waiver. Enforcement of this Easement against a party shall be at the discretion of the Non-Breaching Party, and any forbearance by the Non-Breaching Party to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by the Non-Breaching Party of such term or of any subsequent breach of the same or any other

term of this Easement or of any of such party's rights under this Easement. No delay or omission by the Non-Breaching Party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A party's permission to the other party to carry out, or failure to object to, any proposed use or activity by the other party shall not constitute consent to any subsequent use or activity of the same or different nature.

11. Indemnification and Insurance.

11.1 Indemnification by Grantee. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantor Indemnitees**") from and against all claims, losses, 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 (collectively, "**Claims**") arising out of or in connection with this Easement or the Property to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.2 Indemnification by Grantor. Grantor shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantee, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantee Indemnitees**") from and against all Claims arising out of or in connection with this Easement or the Property except to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.3 Release. Entry onto the Property by Grantee and Grantee's Representatives shall be at Grantee's sole risk and expense, and Grantee accepts all risk relating to the condition of the Property. Notwithstanding the provisions of Section 11.2, Grantor shall not be liable to Grantee for, and to the maximum extent permitted by law, Grantee hereby waives and releases Grantor and the other Grantor Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss to Grantee and/or Grantee's Representatives resulting from or attributable to any occurrence relating to the condition of the Property, except if arising solely from Grantor's gross negligence or willful misconduct.

11.4 Insurance. Grantee shall procure, carry and maintain in effect during all access to the Property throughout the term of this Easement the insurance specified in Exhibit E hereto, provided that Grantor reserves the right to periodically review and reasonably modify the insurance requirements specified in Exhibit E in effect to be generally consistent with requirements of other prudent property owners allowing access to their properties by conservation easement holders. All insurance shall be written on forms and with insurance carriers acceptable to Grantor in its commercially reasonable judgment. Prior to Grantee's initial entry onto the Property, and thereafter at least thirty (30) days prior to the expiration date of any policy, Grantee shall provide Grantor with evidence of the insurance coverage, or continuing coverage, as applicable,

satisfying the requirements of this Section 11.4 and Exhibit E. Grantee is also responsible for causing Grantee's agents and contractors entering the Property to comply with the insurance requirements of this Easement at all relevant times, the insurance being specified in Exhibit E. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold the Grantor Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of Grantee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Section 11.4 and Exhibit E. Except for the right to access the Property under Section 5.2 above, which shall be conditioned upon carrying insurance required herein, no failure to carry such insurance or to provide a certificate thereof by any such deadline shall alter or affect in any manner any of the rights or obligations of the parties under or with respect to this Easement. The foregoing insurance requirements shall not apply in the event that the Grantee is a governmental agency with a self-insurance program reasonably acceptable to Grantor.

12. Grantee Transfer of Easement.

12.1 Voluntary Transfer.

12.1.1 If Grantee desires to assign its interest under this Easement, Grantee shall provide Grantor and the Sierra Nevada Conservancy, a California state agency ("**SNC**") with written notice of such intention to transfer to an assignee which is (a) qualified to hold a conservation easement under §815.3 of the California Civil Code; and (b) willing and with the financial capability (taking into account any stewardship funds to be transferred by Grantee with this Easement) and organizational experience to assume all of the responsibilities imposed on Grantee under this Easement; and (c) acceptable to Grantor in its reasonable discretion. Grantee shall allow the SNC, in consultation with Grantor, a period of not less than sixty (60) days within which to approve the proposed assignee, which approval shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this Section 12.1.1.

12.1.2 Grantee is responsible for identifying a suitable assignee pursuant to Section 12.1.1. However, if a suitable assignee is not identified, then SNC shall have sole discretion to elect to become the assignee of Grantee's interest hereunder.

12.1.3 As conditions to any assignment of Grantee's interest under this Easement, Grantee shall (a) require the assignee to expressly agree in writing to assume Grantee's obligations hereunder, and (b) ensure that such assignee has the resources to fulfill its obligations under this Easement. Notwithstanding anything in this Section 12.1 to the contrary, this Easement shall not be transferred by Grantee to any governmental entity, public agency or Native American tribe without the consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

12.2 Involuntary Transfer. If Grantee ever ceases to exist or no longer qualifies under §815.3 of the California Civil Code, the Stewardship Council (or its designee), or if the Stewardship Council (or its designee) shall cease to exist, the Attorney General of the State of California, shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets all of the designation criteria specified in Section 12.1.

13. Subsequent Property Transfers by Grantor.

13.1 Rights of Grantor. Subject to the provisions of Sections 7 and 9 above, this Section 13, Section 20.12 below, and Exhibit E, Paragraph 1 below, Grantor shall have the unrestricted right to sell, encumber, or otherwise transfer the Property or portions thereof to anyone Grantor chooses. Notwithstanding the foregoing, Grantor shall disclose the existence of this Easement (including reference to the recording information) in any deed or other legal instrument by which Grantor divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest, and all such conveyances shall be made expressly subject to the terms of this Easement. Grantor shall notify Grantee periodically of any contemplated grants by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. Additionally, Grantor shall notify Grantee in writing not more than thirty (30) days after any grant by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. The failure of Grantor to perform any act required by this Section 13 shall not impair the validity of this Easement or limit its enforcement in any way or create any obligation on the part of Grantee. Grantor recognizes that Grantee may incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title of the Property, partially or in its entirety, Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

13.2 Potential Release of Hydro Reserved Rights.

13.2.1 Conveyance of Entire Property. In the event:

(a) Grantor intends to transfer fee title to the entire Property to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Property have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Property,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses prior to said transfer of the entire Property, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, (i) all rights of Grantor described in Exhibit C, (ii) the exceptions to the Prohibited Uses for Required Actions and Specified Required Actions set forth in Exhibit F, (iii) the exceptions to the Prohibited Uses in Exhibit F relating to activities within the Hydro Operating Zone, and (iv) Permitted Uses, to the extent related to the Hydro Project Activities, as set forth in Exhibit I (items (i), (ii), (iii) and (iv) being referred to collectively as the "**Reservations**"). Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.2 Partial Conveyance. In the event:

(a) Grantor intends to transfer fee title to less than the entire Property (the "**Transferred Parcel**") to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Transferred Parcel have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Transferred Parcel,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses, prior to said transfer of the Transferred Parcel, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Transferred Parcel, the Reservations with respect to the Transferred Parcel. Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) on the Transferred Parcel shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations as to the Transferred

Parcel. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I on the Transferred Parcel shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.3 Grantor's Continuing Reserved Rights. Nothing in Section 13.2.2 shall limit the rights of Grantor in this Easement with respect to the portion of the Property retained by Grantor.

13.2.4 Easement Amendment. In the event of a conveyance and release of Reservations pursuant to this Section 13.2, Grantor and Grantee may agree to amend this Easement, or to create a separate Easement for the Transferred Parcel and for the remaining portion of the Property in accordance with Section 17, to reflect the release of Reservations and, where appropriate, to reflect separate ownership of the Transferred Parcel and the remainder of the Property. In accordance with Section 17 below, Grantor shall reimburse Grantee for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

13.2.5 Transfer Restrictions Remain Applicable. Nothing herein shall affect Grantor's obligations under Section 1 of Exhibit F.

14. Extinguishment and Condemnation.

14.1 Extinguishment. If circumstances arise in the future such as render the Purpose of this Easement impossible to accomplish, this Easement shall only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantor's economic hardship shall not be a reason to extinguish this Easement.

14.2 Condemnation. If all or part of the Property is taken by the exercise of the power of eminent domain by a public, corporate, or other authority, whether permanent or temporary, including a private sale in lieu of eminent domain, so as to abrogate the restrictions imposed by the Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All compensation thereby awarded will belong and be paid to Grantor and Grantee in proportion to their respective interests in the Property as determined pursuant to Section 14.3, it being expressly agreed that the Conservation Easement constitutes a compensable property right. All expenses incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds. Grantor and Grantee acknowledge that any and all awards to Grantor and Grantee may be subject to the approval of the Commission and/or the FERC.

14.3 Proceeds. Pursuant to California Civil Code §815.2(a) this Easement constitutes a real property interest immediately vested in Grantee. It is

acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall and to protect the public investment which is involved in the conveyance of the Conservation Easement. That being the case, the parties stipulate that, for the purpose of determining the ratio for proportionate value of each party's respective interest in the Property at the time of termination or extinguishment of the Conservation Easement, the value of the Conservation Easement shall be the difference between (a) the current fair market value of the fee interest in the Property at the time of termination, as if unencumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements), and (b) the current fair market value of the Property at the time of termination, as encumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements). The values shall be determined by an appraisal prepared by a qualified appraiser familiar with appraising conservation easements jointly selected by Grantor and Grantee. The cost of the appraisal shall be paid out of proceeds in proportion to the recoveries of Grantor and Grantee. There shall be no restriction on Grantor's or Grantee's use of proceeds received pursuant to this Section 14.3.

15. Estoppel Certificates. Grantee shall, within thirty (30) days after receiving Grantor's written request therefor (not to exceed once during any twelve (12) month period), execute and deliver to Grantor a document certifying, to the actual knowledge of the person executing the document without any duty of investigation, that Grantor is in compliance with any obligation of Grantor contained in this Easement, or otherwise evidencing the status of such obligation to the extent of Grantee's actual knowledge thereof, as may be reasonably requested by Grantor.

16. Notices. **[Note: Always confirm PG&E's notices address are current.]** Any notice or other communication required or permitted under this Easement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx, UPS, or Airborne Express, addressed to the parties as follows:

If to Grantor:

If by registered or certified mail, return receipt requested:

Director, Land Management
Pacific Gas and Electric Company
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

Re: Land Conservation Commitment

With a copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Managing Counsel, Commercial and Transactions
(Real Estate)
Re: Land Conservation Commitment

If by personal delivery or overnight courier:

Director, Land Management
Pacific Gas and Electric Company
245 Market Street, Room 1051
San Francisco, CA 94105
Re: Land Conservation Commitment

With a copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Managing Counsel, Commercial and Transactions
(Real Estate)
Re: Land Conservation Commitment

If to Grantee: Placer Land Trust
11641 Blocker Drive, Suite 220
Auburn, CA 95603
Attn: Executive Director

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Either party may change the address for notice by giving notice to the other party in accordance with this Section 16.

17. Amendment. This Easement may not be amended, except by written amendment executed by Grantor and Grantee or their respective successors and assigns and recorded in the official public records of the jurisdiction where the Property is located. If circumstances arise under which an amendment would be appropriate, any such amendment shall be consistent with Grantee's conservation easement amendment policy(ies), and the Purpose of this Easement, including continuing to protect and preserve the Beneficial Public Values, and shall not affect the perpetual duration of this Easement or the qualification of the Conservation Easement as a

conservation easement under California Civil Code §815 *et seq.* (or successor thereto). Grantee shall promptly record the amendment in the official records of the County in which the Property is located, and shall thereafter promptly provide a conformed copy of the recorded amendment to Grantor. The party requesting the amendment shall reimburse the non-requesting party for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of such amendment. Grantor shall be deemed to be the "party requesting the amendment" in connection with any amendment and/or new conservation easement(s) pursuant to Section 13 above and the "reasonable costs incurred" shall include consideration of whether an amendment and/or new conservation easement(s) is/are necessary or appropriate.

18. Hazardous Substances.

18.1 Definitions. The following terms have the meanings ascribed to them below for purposes of this Easement:

18.1.1 "**Environmental Requirements**" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

18.1.2 "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements, including, without limitation, any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department,

commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) which contains lead-based paint or other lead contamination, polychlorinated biphenyls or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(f) which contains radon gas.

18.1.3 "**Necessary Remediation**" means Remediation required by any governmental agency which has jurisdiction over the Remediation pursuant to the Environmental Requirements.

18.1.4 "**Remediation**" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated or may migrate in the future, and the repair and restoration of the Property, and restoration and mitigation of affected natural resources, regardless of whether such actions are required by Environmental Requirements.

18.2 Allocation of Responsibility for Hazardous Substances.

18.2.1 Generally. Grantor shall (as between Grantor and Grantee) bear the cost for the Necessary Remediation of Hazardous Substances.

18.2.2 Environmental Reports. Grantor, as part of the Land Conservation Commitment has prepared certain environmental reports concerning the Property. Copies of these environmental reports have been provided to Grantee.

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

18.2.4 No Owner or Operator Liability. The parties do not intend this Easement to be, and this Easement shall not be, construed such that it creates in or gives to Grantee any of the following solely as the result of being a holder of the Conservation Easement:

(a) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements;

(b) The obligations or liabilities of a person described in 42 U.S.C. §9607(a)(3) or (4);

(c) The obligations of a responsible person under any applicable Environmental Requirements;

(d) The right to investigate and remediate any Hazardous Substances associated with the Property; or

(e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Substances associated with the Property.

18.3 Hazardous Substances Indemnification.

18.3.1 By Grantor. Grantor agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantee harmless, from and against any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, penalties, fines, taxes, obligations, controversies, debts, expenses, accounts, damages (including, without limitation, punitive damages), judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise, including, without limitation, the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements, arising from or relating, in whole or in part, to Hazardous Substances present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Easement (collectively, "**Environmental Claims**"), except to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

18.3.2 By Grantee. Grantee agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantor harmless, from and against any and all Environmental Claims, to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

19. Carbon Rights.

19.1 Promotion of Climate Stability. Grantor and Grantee anticipate that the protection and preservation of the Beneficial Public Values will promote climate stability, especially the ability of the forest to store atmospheric carbon as a means to mitigate global warming, which is recognized as being of public benefit by the 1993 United Nations Framework Convention on Climate Change, the federal Energy Policy Act of 1002, section 1605(a) and (b), the United States Climate Challenge Program, the

2007 reports of the International Panel on Climate Change, and California legislation such as that embodied in Fish and Game Code Section 1356.

19.2 Reservation of Carbon Rights. Grantor exclusively reserves to itself, and to its personal representatives, heirs, successors and assigns, any and all carbon rights and obligations appurtenant to or accruing from the Property as may exist as of the date of recordation of this Easement or as may be granted, discovered, created, declared or developed in the future, including, but not limited to, the right to (subject to and in accordance with Section 7 hereof) use, store, sequester, accumulate, and/or depreciate carbon within or on the Property and the right to trade, sell, transfer, or lease these rights. Grantor and Grantee acknowledge and agree that these carbon rights are consistent with the Beneficial Public Values, and this Easement shall not extinguish or otherwise impair the carbon rights and obligations appurtenant to or accruing from the Property.

19.3 Carbon Certification. In furtherance of Grantor's exercise of the carbon rights reserved hereunder, Grantor may elect to enter into an agreement not inconsistent with this Easement respecting such reserved rights as may be required by a third party that Grantor chooses ("**Carbon Certification Party**") in order to facilitate the sale, transfer or lease of the carbon rights and may record such agreement in the official records of any County where the Property is located. To the extent reasonably required by any Carbon Certification Party and requested by Grantor, Grantee, at Grantor's cost and expense, shall cooperate with Grantor by accommodating Grantor's establishment, verification or certification of the carbon rights in connection with the Property. Grantor agrees to notify Grantee at least thirty (30) days prior to any sale, transfer or lease of these carbon rights or the recording of an agreement with respect thereto, unless Grantor has previously notified Grantee in an Annual Work Plan.

20. General Provisions.

20.1 Governing Laws. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

20.2 No Public Dedication. Nothing contained in this Easement shall be construed or deemed to be an express or implied dedication or gift of all or any portion of the Property for use or access by the general public nor shall this Easement or any of the rights granted hereunder be construed as an acknowledgement of any claim of prescriptive or other similar rights in or over the Property.

20.3 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement and the policy and purpose of California Civil Code §815 *et seq.*, while recognizing Grantor's reserved rights. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement, which recognizes Grantor's reserved rights and that would render the provision valid shall be favored over any interpretation that would render it invalid.

20.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Easement.

20.5 Severability. If any provision of this Easement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Easement, and to this end the provisions of this Easement are intended to be and shall be severable.

20.6 Entire Agreement. This Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

20.7 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

20.8 Successors. The easement created by this instrument shall be a servitude running with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall run with the Property. However, this Easement shall not create or bestow any lien or property right in any third party. Grantor and Grantee agree that no third party beneficiary to this Easement exists and that nothing contained herein shall be construed as giving any person third party beneficiary status or any right of enforcement hereunder.

20.9 Recordation. Grantee shall promptly record this Easement in the official records of the County in which the Property is located, and shall thereafter promptly provide to Grantor a copy hereof showing the recording information. Grantee may re-record this Easement at any time as may be required to preserve its rights in this Easement.

20.10 Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate only upon transfer of the party's interest in all or portions of either the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

20.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Easement, or relating to the interpretation hereof, whether for declaratory, injunctive or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding, including appeals, remands and any other subsequent proceeding (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the

foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Easement into any judgment on this Easement.

20.12 Mortgage Liens Subordinate. No provision of this Easement is to be construed as impairing the ability of Grantor to use the Property as collateral for any loan, provided that any lien securing such loan (a "**Mortgage Lien**"), regardless of date, shall be subordinate to the terms of this Easement and Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any Mortgage Lien.

20.13 Pre-Existing Water Rights. In accordance with Section 12(e) of the Stipulation, this Easement does not impact the authority of third-party holders of water rights to exercise those rights.

20.14 Table of Contents and Captions. The table of contents and captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

20.15 Incorporation of Recitals. All Recitals are incorporated herein by this reference.

20.16 List of Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities
<u>Exhibit C</u>	Hydro Reserved Rights
<u>Exhibit D</u>	Beneficial Public Values
<u>Exhibit E</u>	Insurance Requirements
<u>Exhibit F</u>	Prohibited Uses
<u>Exhibit G</u>	Hydro Operating Zone
<u>Exhibit H</u>	Express Third Party Uses and Third Party Use Agreements
<u>Exhibit I</u>	Expressly Permitted Uses

20.17 Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a discrepancy between counterparts, the recorded Easement shall be controlling.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has granted to Grantee, and Grantee has accepted, this Easement, and the parties mutually agree to the terms and covenants set forth above, as of the Effective Date.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

GRANTEE:

PLACER LAND TRUST,
a California non-profit public benefit
corporation

By: _____
Fred Yeager, President

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

PROPERTY DESCRIPTION

[Follows this page]

EXHIBIT "A"

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LCP ID # 0893

A PORTION OF THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 33, TOWNSHIP 13 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 137, PAGE 313 OF DEEDS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 33.

EXCEPTING THEREFROM THE SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 33, THAT PORTION LYING IN THE EASTERN PART THEREOF BELONGING TO THE WEST CALF PASTURE MINING COMPANY, BEING THAT PORTION OF THE WEST EXTENSION CALF PASTURE QUARTZ LODGE MINING CLAIM, DESIGNATED BY THE SURVEYOR GENERAL AS LOT 39, LYING WITHIN THE BOUNDARIES OF THE SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER.

ALSO EXCEPTING THAT PORTION OF THE SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 33 LYING WITHIN THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY AS RECORDED IN BOOK 110, PAGE 415, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SAID SECTION 33, DESCRIBED IN SAID BOOK 137, PAGE 313 OF DEEDS, AND MORE PRECISELY DESCRIBED IN A QUITCLAIM DEED FROM THE PACIFIC GAS AND ELECTRIC COMPANY TO J. H. SULLIVAN DATED THE 5TH DAY OF FEBRUARY, 1914, APPARENTLY UNRECORDED, BUT FILED IN THE RECORDS OF THE PACIFIC GAS AND ELECTRIC COMPANY AS DOCUMENT 2113-08-0200, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34, SAID TOWNSHIP AND RANGE, BEARS NORTH 69° 33' EAST 1305.5 FEET DISTANT AND RUNNING THENCE SOUTH 72° 07' EAST 233.7 FEET, THENCE SOUTH 2° 41' WEST 257.9 FEET; THENCE SOUTH 25° 37' WEST 293.8 FEET; THENCE SOUTH 37° 57' WEST 324.4 FEET; THENCE NORTH 0° 39' EAST 847 FEET; THENCE NORTH 89° 21' EAST 99.3 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

LESS AND EXCEPT THEREFROM ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SAID SECTION 33, AS RECORDED IN VOLUME 546, PAGE 97 OF OFFICIAL RECORDS OF THE SAID COUNTY OF PLACER, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 33, LYING ON THE EASTERLY SIDE OF A LINE THAT IS PARALLEL WITH AND DISTANT 25.0 FEET EASTERLY FROM (MEASURED AS A RIGHT ANGLE TO) THE LINE THAT BEGINS AS A POINT IN THE SOUTHERLY BOUNDARY LINE OF SECTION 27, SAID TOWNSHIP AND RANGE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 27 BEARS SOUTH 86° 47' WEST 25.04 FEET DISTANT AND RUNS THENCE SOUTH 0° 41' EAST 2.33 FEET; THENCE ALONG A CURVE CONCAVE TO THE WEST, TANGENT AT THE NORTHERLY TERMINUS THEREOF TO THE PRECEDING COURSE, WITH A RADIUS OF 500 FEET, AND WITH A LONG CHORD WHICH BEARS SOUTH 8° 54' 30" WEST AND IS 166.63 FEET IN LENGTH; THENCE SOUTH 18° 30' WEST 738.86 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, TANGENT AT THE NORTHEASTERLY TERMINUS THEREOF TO THE PRECEDING COURSE, WITH A RADIUS OF 650 FEET, AND A LONG CHORD WHICH BEARS SOUTH 53° 51' 30" WEST AND IS 752.30 FEET IN LENGTH; THENCE SOUTH 89° 13' WEST 464 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 33; SAVE AND EXCEPTING THEREFROM THAT PORTION THEREOF LYING ON THE SOUTHEASTERLY SIDE OF THE NORTHWESTERLY BOUNDARY LINE OF THE RAILROAD RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY TRAVERSING SAID SECTION 33 AND SECTION 28.

ALSO LESS AND EXCEPT THEREFROM ALL THAT PORTION OF THE FOLLOWING PARCEL OF LAND, AS RECORDED IN BOOK 1683, PAGE 331 OF OFFICIAL RECORDS OF THE SAID COUNTY OF PLACER, THAT LIES WITHIN THE SAID EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 28, AND THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 33, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, SAID NORTHEAST CORNER BEING IN THE WESTERLY BOUNDARY LINE OF THE RIGHT OF WAY FOR NEW AIRPORT ROAD AND RUNNING THENCE NORTH 86° 16' 38" EAST, 25.04 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO A POINT IN THE CENTERLINE OF SAID NEW AIRPORT ROAD; THENCE SOUTH 1° 11' 22" EAST 2.33 FEET ALONG THE CENTER LINE OF NEW AIRPORT ROAD; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 11' 00", AN ARC DISTANCE OF 167.41 FEET; THENCE SOUTH 17° 59' 38" WEST 10.00 FEET, THENCE NORTH 72° 00' 22" WEST 42.00 FEET LEAVING THE CENTER LINE OF NEW AIRPORT ROAD; THENCE NORTH 13° 05' 22" EAST 97.21 FEET; THENCE NORTH 36° 08' 00" WEST 29.26 FEET; THENCE SOUTH 85° 33' 18" WEST 630.84 FEET; THENCE NORTH 89° 02' 03" WEST 407.43 FEET; THENCE NORTH 84° 50' 54" WEST 256.1 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 33; THENCE NORTH 0° 06' 19" WEST 31.96 FEET ALONG THE LAST MENTIONED BOUNDARY LINE TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID SECTION 33; THENCE SOUTH 88° 40' 19" WEST 292.73 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 33; THENCE NORTH 86° 19' 16" WEST 1,039.70 FEET LEAVING THE NORTHERLY BOUNDARY LINE OF SAID SECTION 33 TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH 0° 43' 22" WEST 163.07 FEET ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH 89° 01' 16" EAST 402.12 FEET LEAVING THE LAST MENTIONED BOUNDARY LINE; THENCE

SOUTH 83° 17' 04" EAST 704.41 FEET; THENCE
SOUTH 86° 44' 33" EAST 791.68 FEET; THENCE
NORTH 86° 51' 11" EAST 732.92 FEET; THENCE
NORTH 1° 16' 02" WEST 107.28 FEET; THENCE
NORTH 6° 42' 09" EAST 252.44 FEET TO A POINT IN THE EASTERLY
BOUNDARY LINE OF SAID SECTION 28, SAID POINT BEING ALSO IN THE
WESTERLY BOUNDARY LINE OF SAID NEW AIRPORT ROAD; THENCE
SOUTH 1° 16' 02" EAST 470.00 FEET, MORE OR LESS, ALONG THE EASTERLY
BOUNDARY LINE OF SAID SECTION 28 TO THE POINT OF BEGINNING;
EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE
BOUNDARY LINES OF SAID SECTION 34.

BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS CALIFORNIA
COORDINATE SYSTEM, ZONE 2. DISTANCES ARE GRID AND THE GRID
FACTOR USED WAS 0.99988.

ALSO LESS AND EXCEPT THEREFROM ALL THOSE CERTAIN PARCELS OF
LAND SITUATE IN SAID SECTION 33, AS RECORDED IN BOOK 3100, PAGE 536
OF OFFICIAL RECORDS OF THE SAID COUNTY OF PLACER, DESIGNATED AS
PARCEL I AND PARCEL II, AND PARTICULARLY DESCRIBED THEREIN AS
FOLLOWS:

I. COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 27, 28, 33
AND 34, AS SHOWN ON PARCEL MAP NUMBER 72152 FILED FOR RECORD
MAY 24, 1977 IN BOOK 10 OF PARCEL MAPS AT PAGE 64, PLACER COUNTY
RECORDS, AND RUNNING SOUTH 69° 45' 16" WEST 1305.50 FEET TO A POINT
IN THE NORTHERLY BOUNDARY LINE OF THE PARCEL OF LAND
DESCRIBED AND DESIGNATED PARCEL TWO IN THE DEED FROM ROBERT L.
ATHERTON AND OTHERS TO BELL-49 INVESTORS DATED APRIL 28, 1978
AND RECORDED IN BOOK 2005, PAGE 100 OF OFFICIAL RECORDS OF THE
COUNTY OF PLACER; THENCE
SOUTH 71° 54' 44" EAST 233.70 FEET RUNNING ALONG THE BOUNDARY
LINES OF SAID PARCEL TWO; THENCE
SOUTH 2° 53' 16" WEST 257.90 FEET CONTINUING ALONG SAID BOUNDARY
LINES; THENCE
SOUTH 25° 49' 16" WEST 192.75 FEET CONTINUING ALONG SAID BOUNDARY
LINES TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE
SOUTH 4° 35' 00" EAST 350.07 FEET LEAVING SAID BOUNDARY LINES TO A
POINT IN THE NORTHERLY BOUNDARY LINE OF THE COUNTY ROAD
KNOWN AS NEW AIRPORT ROAD EXTENDING ALONG THE SOUTHERLY
BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST
ONE-QUARTER OF SAID SECTION 33; THENCE

SOUTH 89° 21' 29" WEST 277.13 FEET RUNNING ALONG SAID NORTHERLY BOUNDARY LINE TO A POINT IN THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL TWO; THENCE NORTH 38° 09' 16" EAST 332.04 FEET LEAVING SAID NORTHERLY BOUNDARY LINE AND RUNNING ALONG SAID PROLONGATION AND SAID SOUTHEASTERLY BOUNDARY LINE; THENCE NORTH 25° 49' 16" EAST 101.05 FEET, MORE OR LESS, TO SAID TRUE POINT OF BEGINNING; TOGETHER WITH ANY UNDERLYING FEE INTEREST THAT FIRST PART MAY HAVE IN SAID COUNTY ROAD LYING ADJACENT TO SAID PARCEL OF LAND.

II. COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 27, 28, 33 AND 34, AS SHOWN ON PARCEL MAP NUMBER 72152 FILED FOR RECORD MAY 24, 1977 IN BOOK 10 OF PARCEL MAPS AT PAGE 64, PLACER COUNTY RECORDS, AND RUNNING SOUTH 69° 45' 16" WEST 1305.50 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL TWO IN THE DEED FROM ROBERT L. ATHERTON AND OTHERS TO BELL-49 INVESTORS DATED APRIL 28, 1978 AND RECORDED IN BOOK 2005, PAGE 100 OF OFFICIAL RECORDS OF THE SAID COUNTY OF PLACER AND RUNNING NORTH 89° 08' 44" WEST 61.16 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0° 51' 16" EAST 181.31 FEET LEAVING SAID NORTHERLY BOUNDARY LINE; THENCE ALONG A CURVE NORTHEASTERLY TO THE RIGHT WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 27° 15' 58" AND TANGENT AT THE SOUTHERLY TERMINUS THEREOF TO THE PRECEDING COURSE, AN ARC DISTANCE OF 14.28 FEET; THENCE ALONG A CURVE NORTHWESTERLY TO THE LEFT WITH A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 117° 15' 58" AND TANGENT AT THE SOUTHERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF NORTH 28° 07' 14" EAST, AN ARC DISTANCE OF 122.80 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 33; THENCE SOUTH 0° 51' 16" WEST 282.54 FEET RUNNING ALONG SAID WESTERLY BOUNDARY LINE TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID PARCEL TWO; THENCE SOUTH 89° 08' 44" EAST 50.00 FEET, MORE OR LESS, LEAVING SAID WESTERLY BOUNDARY LINE AND RUNNING ALONG SAID NORTHERLY BOUNDARY LINE TO THE TRUE POINT OF BEGINNING.

THE FOREGOING DESCRIPTIONS ARE BASED ON A SURVEY MADE IN JANUARY 1986.
THE BEARINGS ARE BASED ON THE BEARING USED ON SAID PARCEL MAP NUMBER 72152.

ALSO LESS AND EXCEPT THAT PORTION OF THE SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 33, RECORDED IN BOOK 3324, PAGE 64 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER LYING SOUTHEASTERLY OF THE SOUTHEASTERLY BOUNDARY LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED FROM JERRY SULLIVAN AND WIFE TO THE CENTRAL PACIFIC RAILWAY DATED APRIL 23, 1908 AND RECORDED IN BOOK 110 OF OFFICIAL RECORDS AT PAGE 415, OF SAID COUNTY.

A.P.N. 052-050-14-000 PORTION

PARCEL 2
LCP ID# 0894

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 33, TOWNSHIP 13 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 144, PAGE 129 OF DEEDS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST EXTENSION CALF PASTURE QUARTZ LODE MINING CLAIM DESIGNATED BY THE SURVEYOR GENERAL AS LOT NO. 39, EMBRACING A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 13 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN AUBURN MINING DISTRICT IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, EXCEPTING HOWEVER, FROM THE OPERATION OF THIS CONVEYANCE THAT PORTION OF SAID MINING CLAIM WHICH LIES IN SAID SECTION 34, IT BEING INTENDED HEREBY TO CONVEY ONLY THAT PORTION OF SAID MINING CLAIM WHICH LIES IN SAID SECTION 33.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT NO. 39 LYING WITHIN THE CERTAIN PARCEL OF LAND SITUATE IN SAID SECTION 33, AS RECORDED IN VOLUME 546, PAGE 97 OF OFFICIAL RECORDS OF THE

COUNTY OF SAID PLACER, PARTICULARLY DESCRIBED THEREIN AS
FOLLOWS:

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST
ONE-QUARTER OF SAID SECTION 33, LYING ON THE EASTERLY SIDE OF A
LINE THAT IS PARALLEL WITH AND DISTANT 25.0 FEET EASTERLY FROM
(MEASURED AS A RIGHT ANGLE TO) THE LINE THAT BEGINS AS A POINT IN
THE SOUTHERLY BOUNDARY LINE OF SECTION 27, SAID TOWNSHIP AND
RANGE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 27
BEARS SOUTH 86 ° 47' WEST 25.04 FEET DISTANT AND RUNS THENCE
SOUTH 0 ° 41' EAST 2.33 FEET; THENCE
ALONG A CURVE CONCAVE TO THE WEST, TANGENT AT THE NORTHERLY
TERMINUS THEREOF TO THE PRECEDING COURSE, WITH A RADIUS OF 500
FEET, AND WITH A LONG CHORD WHICH BEARS SOUTH 8 ° 54' 30" WEST
AND IS 166.63 FEET IN LENGTH; THENCE
SOUTH 18 ° 30' WEST 738.86 FEET; THENCE
ALONG A CURVE CONCAVE TO THE NORTHWEST, TANGENT AT THE
NORTHEASTERLY TERMINUS THEREOF TO THE PRECEDING COURSE, WITH
A RADIUS OF 650 FEET, AND A LONG CHORD WHICH BEARS SOUTH 53 ° 51'
30" WEST AND IS 752.30 FEET IN LENGTH; THENCE
SOUTH 89 ° 13' WEST 464 FEET, MORE OR LESS, TO THE WESTERLY
BOUNDARY LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-
QUARTER OF SAID SECTION 33; SAVE AND EXCEPTING THEREFROM THAT
PORTION THEREOF LYING ON THE SOUTHEASTERLY SIDE OF THE
NORTHWESTERLY BOUNDARY LINE OF THE RAILROAD RIGHT OF WAY OF
THE SOUTHERN PACIFIC RAILROAD COMPANY TRAVERSING SAID SECTION
33.

APN 052-050-014-000 PORTION

PARCEL 3
2310-CFX-00300

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHEAST ONE-
QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP
13 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS
RECORDED IN BOOK 3100, PAGE 534 OF OFFICIAL RECORDS OF THE
COUNTY OF PLACER, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED
THEREIN AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 27, 28, 33 AND 34,
TOWNSHIP 13 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND

Exhibit A, Page 7 of 8

MERIDIAN, AS SHOWN ON PARCEL MAP NO. 72152 FILED FOR RECORD MAY 24, 1977 IN BOOK 10 OF PARCEL MAPS AT PAGE 64, PLACER COUNTY RECORDS, AND RUNNING SOUTH 69 ° 45' 16 " WEST 1305.50 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 2 IN THE DEED FROM ROBERT L. ATHERTON AND OTHERS TO BELL-49 INVESTORS DATED APRIL 28, 1978 AND RECORDED IN BOOK 2005, PAGE 100 OF OFFICIAL RECORDS; THENCE SOUTH 71 ° 54' 44" EAST 75.00 FEET, RUNNING ALONG SAID NORTHERLY BOUNDARY LINE TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 71 ° 54' 44" EAST 158.70 FEET, ALONG THE BOUNDARY LINE OF SAID PARCEL 2; THENCE SOUTH 2 ° 53' 16" WEST 257.90 FEET; THENCE SOUTH 25 ° 49' 16" WEST 192.75 FEET; THENCE NORTH 4 ° 35' 00" WEST 273.93 FEET LEAVING THE SAID BOUNDARY LINE; THENCE NORTH 8 ° 46' 52" WEST 209.76 FEET, MORE OR LESS, TO SAID TRUE POINT OF BEGINNING.

THE FOREGOING DESCRIPTION IS BASED ON A SURVEY MADE IN JANUARY 1986. THE BEARINGS ARE BASED ON THE BEARINGS USED ON SAID PARCEL MAP NO. 72152.

APN 052-050-014-000 PORTION

EXHIBIT B

Description of Hydro Project Activities
and
Hydroelectric Facilities and Associated Water Delivery Facilities

As used in this Easement, "**Hydro Project Activities**" are those existing and future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities (as defined below) now or hereafter located on, above, or under the Property, associated with the operation of the Drum-Spauling FERC Project (FERC Project No. 2310), and shall include any future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities now or hereafter located on, above, or under the Property, associated with compliance with any future FERC License, FERC License renewal or other regulatory requirements.

As used in this Easement, "**Hydroelectric Facilities and Associated Water Delivery Facilities**" are those existing and future facilities, structures, buildings, and improvements now or hereafter located on, above, or under the Property, and associated with the operation of the Drum-Spauling FERC Project (FERC Project No. 2310), including, but not limited to, the following existing and future improvements: Rock Creek stream channel, and associated infrastructure facilities; improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use; electrical transmission and distribution lines.

EXHIBIT C

Hydro Reserved Rights

Grantor's reserved rights on the Property include the following, which are expressly excluded from the transfer and conveyance of the easement granted in this Easement and reserved to Grantor:

Subject to the provisions of Section 7, the right to conduct Hydro Project Activities on the Property, including construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing and future Hydroelectric Facilities and Associated Water Delivery Facilities, including project replacements and improvements required for existing and future water delivery and other requirements for power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water, and for communications in connection with the foregoing and for compliance with any future FERC License, FERC License renewal or other regulatory requirements. In furtherance of and without in any way limiting the generality of the foregoing, the following rights are expressly reserved:

(1) The right to conduct any and all uses and activities now or at any time in the future deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing Hydroelectric Facilities and Associated Water Delivery Facilities, and the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of new Hydroelectric Facilities and Associated Water Delivery Facilities; and

(2) The right to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies within the Property, and to take, divert, store, convey and appropriate water; and

(3) The right to increase or otherwise modify water diversion, storage and transmission capacities of Hydroelectric Facilities and Associated Water Delivery Facilities; and

(4) The right to exercise: all riparian water rights inherent in and part and parcel of the Property; all appropriative surface water rights (including, but not limited to, any appropriative surface water rights having a point of diversion, place of storage, or place of use on the Property); all prescriptive surface water rights; and all other right, title and interest of any nature whatsoever in and to the surface waters which are now or hereafter located or flowing on, under or abutting the Property; and

(5) The right to decommission all or any portion of existing and future Hydroelectric Facilities and Water Delivery Facilities in accordance with the applicable license issued by the FERC, or as otherwise allowed by Applicable Law; and

(6) The right to enlarge, improve, reconstruct, relocate and replace said Grantor's existing facilities and additional facilities with any other number, size, or type of transformers, poles, towers, or structures, or underground wires, cables, pipelines and conduits, or other devices and equipment either in the original location or at any location or locations within the Property; and

(7) The right to construct, operate, use, repair, alter, maintain, remove, replace and expand Grantor's existing and future facilities for transformation, transmission and distribution of electric energy and for communication purposes and also the rights to reconstruct, replace, remove, maintain and use the same as Grantor shall at any time and from time to time deem necessary in Grantor's sole discretion exercised in good faith, together with the rights to excavate for, construct, install, repair, reconstruct, replace, remove, maintain and use, at any time and from time to time, additional facilities for the transformation, transmission and distribution of electric energy and for communication purposes, consisting of such devices and equipment with suitable concrete pads and adequate protection therefore necessary for transforming electric energy, one or more lines of underground wires and cables (enclosed at Grantor's option within conduits), and one or more lines of towers, poles and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables.

EXHIBIT D

Beneficial Public Values

The Purpose of the Conservation Easement for the Property is to protect the Beneficial Public Values of the Property, as summarized below and described in more detail in the Baseline Documentation Report:

- (a) Habitat for fish, wildlife and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term "habitat" includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term "native" refers to plants and animals that occur naturally on the Property, and are defined as "native" by the California Department of Fish & Wildlife and its successors.
- (b) Forest resources on the Property. Forest resources consist of foothill hardwood woodlands with scattered low elevation pine.
- (c) The scenic view shed of the Property in keeping with the surrounding environment, providing a contiguous forested landscape visible to passersby on the nearby roads.
- (d) Identified historical and cultural values, to the extent they are protected by state and federal law.

EXHIBIT E

Grantee Insurance Requirements

Grantee shall procure, carry and maintain the following insurance coverage:

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.
2. Employers' Liability insurance shall not be less than One Hundred Thousand Dollars (\$100,000) for injury or death each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate for bodily injury, property damage and personal injury.
3. Coverage shall: a) By "Additional Insured" endorsement add as insureds Grantor, its directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee; b) Be endorsed to specify that Grantee's insurance is primary.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon change in carrier or coverage, or otherwise upon Grantor's request, Grantee shall furnish Grantor with certificates of insurance and endorsements of all required insurance for Grantee.
2. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Grantor.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company
Insurance Department - B24H
Post Office Box 770000
San Francisco, CA 94177

A copy of all such insurance documents shall be sent to Grantor's Land Agent as specified under Notices in the body of this Easement.

4. Upon request, not to exceed once annually, Grantee shall furnish Grantor complete copies of policies.
5. Upon request, not to exceed once annually, Grantee shall furnish Grantor the same evidence of insurance for Grantee's agents or contractors as Grantor requires of Grantee.

EXHIBIT F

Prohibited Uses

As provided in Section 6 of this Easement, Grantor will not engage in, or permit others to engage in, the following Prohibited Uses:

1. Number of Fee Owners; Subdivision.

(a) Limit on Number of Fee Owners. Except for Specified Required Actions, notwithstanding the fact that the Property, at any time, might be comprised of more than two (2) separate legal parcels, fee title to the Property shall be held by no more than two (2) separate owners at any given time, provided, however, that the foregoing shall not prohibit undivided ownership of the Property by multiple owners (e.g. tenants in common), subject to the restrictions on the rights of undivided owners provided below, and the terms and conditions of this Easement shall perpetually apply to the Property as a whole. The existence of any separate legal parcels shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on said parcel under the terms and conditions of this Easement as applied to the Property as a whole. This section only applies to conveyances of fee ownership and not to conveyances of any property interests other than fee ownership (e.g. leasehold interests). In respect to ownership of the Property or permitted separate legal parcels, as the case may be, ownership may be (among others) in the form of a partnership, limited partnership, limited liability company, corporation or other legal entity or as undivided interests such as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest shall thereby have (i) the right of exclusive occupancy or exclusive use of any separate portion of the Property (or permitted separate legal parcel), or (ii) any right to have the Property (or permitted separate legal parcel), partitioned in kind, whether pursuant to California Code of Civil Procedure §872.010 et seq. ("CCP") or any successor statute or otherwise. In the event that a partition action is brought and a court determines that the remedy of partition must be granted, Grantor, on behalf of itself and its successors and assigns hereby irrevocably agrees the remedy shall not be a physical subdivision of the Property (or permitted separate legal parcel), but instead may be a partition by appraisal pursuant to CCP §873.910 or any successor statute or a judicially supervised sale of Grantor's entire estate in the Property (or permitted separate legal parcel) pursuant to CCP §873.510 or any successor statute, subject, however, to this Easement, followed by a division of sales proceeds among the parties entitled thereto. Grantor recognizes that Grantee will incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to a portion of the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title to less than all of the Property in accordance with this subsection (a), Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

(b) Limit on Subdivision. Except for Specified Required Actions, Grantor shall not subdivide the Property with the result of frustrating the ownership restrictions set forth in subsection (a) above. For example, the following actions would not frustrate the ownership restrictions in subsection (a) above: (i) merger and reduction of the number of separate legal parcels comprising the Property; or (ii) reconfiguring by lot line adjustment the existing internal boundaries of legal parcels within the outer boundaries of the Property; or (iii) clarifying boundary lines with adjacent landowners; or (iv) subdivisions to facilitate Hydro Project Activities. Grantor shall (i) as part of the Annual Work Plan review in accordance with Section 7, or at least ninety (90) days prior to any Grantor subdivision activity (whether or not prohibited hereunder), furnish Grantee with the subdivision application or filings; and (ii) provide to Grantee reasonably sufficient information to identify the boundaries of each legal parcel. This information will become part of the Baseline Documentation Report. At the election of either party, the parties shall execute and record an amendment of this Easement to reflect any change to the legal description of the Property set forth in Exhibit A or any other changes and allocations resulting from permitted subdivision that are not established to the reasonable satisfaction of the parties by recordation in the Public Records of the plan of subdivision approved under Applicable Law.

2. Development Rights. Except for Specified Required Actions provided in Section 7, the development rights associated with all or any portion of the Property may not be transferred to, or used or exercised in connection with, any property other than the Property, such rights of transfer, use and exercise being hereby terminated and extinguished in perpetuity. The phrase "development rights" means any and all rights, however designated, now or hereafter associated with the Property or any portion thereof that may be used pursuant to applicable zoning laws, land use laws or other governmental laws or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.

3. Mining and Drilling. There shall be no mining, drilling, removing, fracking, or exploring for or extracting of minerals, oil, gas, coal, or other hydrocarbons, soils, sands, gravel, loam, rocks or any other material on, under, or at the Property. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Specified Required Actions provided in Section 7;
- (b) Drilling, removal and extraction of soils, sands, gravel, loam, rocks or any other material on, under, or at the Property in connection with studies and testing to the extent related to Grantor's exercise of the Hydro Reserved Rights;
- (c) Testing, drilling and operating groundwater wells; and construction or placement of any structures or improvements within the Hydro Operating Zone to the extent related to Grantor's exercise of the Hydro Reserved Rights; and
- (d) The use of soil, sand, gravel and other similar material located on the Property as appropriate for road maintenance, erosion control and in connection

with a Required Action subject to the following limitations: (i) such disturbance shall be kept to the minimum necessary to exercise such rights, (ii) any such soils, sands, and other materials shall not be removed from the Property, and (iii) all such utilization activities shall be conducted in a manner that minimizes to the greatest extent practicable impacts to the Beneficial Public Values.

4. Construction and Placement of Structures and Improvements. There shall be no construction or placement of any structures or improvements on the Property, including (but not limited to) residential, industrial, office, or other buildings, underground or aboveground tanks. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Permitted Uses under Exhibit I;
- (c) Construction or placement of any structures or improvements within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights; and
- (d) Structures and improvements made in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values (including, for example, garbage enclosures, benches, interpretive kiosks, and appropriately located and sized caretaker structure).

5. Vehicles. Except for Required Actions provided in Section 7, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no use of any motorized vehicles off of existing roadways on the Property except vehicles used as necessary to carry out prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values. Motorized off-road recreational use shall not constitute an activity "related to the protection or preservation of the Beneficial Public Values" as provided in the preceding sentence.

6. Dumping or Salvage. Except for Required Actions provided in Section 7, there shall be no dumping, storage or other disposal on the Property of soil, trash or garbage except for (a) refuse generated on the Property which may be disposed of on the Property on a temporary basis prior to its removal from the Property in areas where the Beneficial Public Values of the Property are not significantly impaired, or (b) compostable refuse generated on the Property which may be disposed of on the Property in a responsible manner which does not significantly impair the Beneficial Public Values of the Property. Except for Required Actions provided in Section 7, there shall be no dumping, storage (other than on a temporary basis) or other disposal of ashes, sludge, Hazardous Substances, or other unsightly or dangerous materials outside of the Hydro Operating Zone. Except for Required Actions provided in Section 7, there shall be no storage or disassembly of inoperable automobiles, trucks, or other

vehicles or equipment for purposes of sale, or rental of space for that purpose outside of the Hydro Operating Zone.

7. Non-Native Animal Species. Except for Required Actions provided in Section 7, there shall be no release anywhere on the Property of non-native animal species other than livestock without Grantee's prior written approval in accordance with Section 7, as required.

8. Vegetation. Except for Required Actions provided in Section 7, there shall be no removal, cutting or destruction on the Property of native vegetation except (a) in an emergency and/or for purposes of disease or insect control or (b) to prevent property damage, personal injury, or flooding or (c) as permitted in Exhibit I, Sections 4 and 9, or (d) with Grantee's prior written approval in accordance with Section 7, as required.

9. Roads and Trails. Except for Required Actions provided in Section 7 or as required to implement a Required Action, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no construction of any new roads or trails on the Property; provided, however, the construction of new roads and trails (or the relocation of existing road and trails) on the Property (a) to protect, preserve or enhance the Beneficial Public Values, or (b) intended to create, improve, expand or enhance Informal Uses on the Property, shall be permitted with Grantee's prior written approval in accordance with Section 7, as required. As used herein, the term "construction" shall not include the creation of roads or trails through repeated use, although such activities shall be governed by this Easement.

10. Commercial Uses. There shall be no office, industrial, or other commercial use on the Property that is likely to significantly impair Beneficial Public Values. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Uses permitted by Third Party Use Agreements; and
- (c) Office, industrial, or other commercial uses within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights.

11. Alteration of Land or Excavation. Except for Required Actions provided in Section 7 or as otherwise explicitly permitted by the terms of this Easement, there shall be no filling, excavating, grading, draining or dredging outside of the Hydro Operating Zone, nor any change in the general topography of the Property; provided, however, such activities shall be permitted outside of the Hydro Operating Zone in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values.

12. Billboards. Except for Required Actions provided in Section 7 or permitted uses under Exhibit I or Grantee's signs permitted under Section 5.3, there shall be no placement of billboards or advertising facilities. The use of Grantor's logo and/or trade style on a sign will not in and of itself constitute a billboard or advertising facility under this provision.

EXHIBIT G

Hydro Operating Zone

None as of the Effective Date.

EXHIBIT H

Express Third Party Uses and Third Party Use Agreements

1. Express Third Party Uses

The Express Third Party Uses on the Property are all uses permitted by and pursuant to the Third Party Use Agreements.

2. Third Party Use Agreements

The Third Party Use Agreements on the Property are the following:

A RIGHTS OF THE PUBLIC, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN BELL ROAD AND NEW AIRPORT ROAD, AND ANY UNNAMED ROAD.

B AN EASEMENT OVER SAID LAND FOR PUBLIC HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF PLACER, IN DEED RECORDED JULY 25, 1949, BOOK 553, PAGE 142, PLACER COUNTY RECORDS.

AFFECTS: PORTION OF PARCELS 1 AND 2 A.P.N. 52-050-14

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

C THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND COUNTY OF PLACER, RECORDED NOVEMBER 18, 1975, BOOK 1683, PAGE 331, PLACER COUNTY RECORDS.

AFFECTS PARCEL 1, WITH OTHER PROPERTY; A.P.N. 52-050-14

D AN EASEMENT OVER SAID LAND TO CONSTRUCT, INSPECT, MAINTAIN, OPERATE, REPLACE, REPAIR, REMOVE, RENEW, ENLARGE AND USE A PIPELINE FOR THE OPERATION OF SANITARY SEWER FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF PLACER, IN DEED RECORDED JUNE 09, 1998, INSTRUMENT NO. 1998-0043726, PLACER COUNTY RECORDS.

AFFECTS: PARCEL 1, 2 AND 3; A.P.N. 52-050-14

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF

SAID EASEMENT.

- E THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "ROAD EASEMENT AGREEMENT", BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AND PLACER COUNTY DEPARTMENT OF PUBLIC WORKS, RECORDED SEPTEMBER 25, 2002, INSTRUMENT NO. 2002-114368, PLACER COUNTY RECORDS.

AFFECTS PARCEL 1; A.P.N. 052-050-014, WITH OTHER PROPERTY

EXHIBIT I

Permitted Uses

The following are Permitted Uses:

1. The Express Third Party Uses.
2. The uses and activities expressly permitted under Exhibit F.
3. Except as otherwise limited by this Easement, the right to sell, encumber, or otherwise transfer the Property, portions thereof, or interests therein, to anyone Grantor chooses.
4. The right to trim and cut down and clear away any and all trees, brush and vegetation (a) which constitute a hazard to persons or property, and/or (b) for purposes of fire management, disease or insect control or otherwise as necessary or appropriate for prudent land management (i.e., not motivated by commercial benefit), and/or (c) for other vegetation management operations, including but not limited to fuel reduction projects, thinning of tree stands and meadow restoration projects. The foregoing may include pesticide use to control vegetation (brush, grass, weeds, etc.) and/or insects.
5. Consistent with Section 9.2, the right to install, maintain, repair, replace and maintain gates and fences.
6. The right to perform all activities required to comply with any and all Applicable Laws.
7. The right to maintain, repair, restore, replace and reconstruct all structures and improvements now or hereafter located on the Property, provided any replacement structures or improvements shall be located in substantially the same location and within the same footprint as the structure or improvement being replaced, and shall be substantially the same height as the structure or improvement being replaced.
8. The right to install minor, temporary structures necessary or appropriate in connection with the performance of prudent and customary land management activities, Hydro Project Activities, or the protection, preservation, or enhancement of the Beneficial Public Values.
9. (a) The right to undertake commercial and/or non-commercial forest management activities on the Property for any of the following purposes: (1) to promote the health and sustainability of the Property's natural resources; (2) to protect and enhance the Property's riparian resources; (3) to maintain an ecologically appropriate species mix of overstory and understory vegetation; (4) to protect and enhance wildlife habitat for native species historically present on the Property; (5) to protect cultural resources on the Property; (6) to control invasive and non-native vegetation; and (7) to

prevent, mitigate, and/or respond to any natural disaster (such as wildfire, significant insect and disease outbreak, or significant wind damage).

(b) Forest management activities for the purposes outlined in Paragraph (a) may include, but shall not be limited to, timber harvesting; salvage logging; conversion of vegetation types; prescribed fire; pre-commercial and commercial thinning of conifer and hardwood trees; fuels management; tree planting; control of undesirable vegetation and pests; habitat maintenance and enhancement; and road and watercourse crossing construction, maintenance, repair, and enhancement. Grantor shall carry out all such forest management activities in compliance with Applicable Law.

(c) Grantor shall provide to Grantee any existing or future forest management plan as part of the Annual Work Plan review process pursuant to Section 7.3 of this Easement. Grantor and Grantee shall review and discuss such plan (along with any proposals Grantee may have regarding this Permitted Use by Grantor pursuant to Section 7.3.4(b) of this Easement) periodically as part of such Annual Work Plan review process. Said forest management plan shall be updated periodically, as appropriate.

10. In accordance with Applicable Laws, the right to control or eliminate noxious weeds and non-native plant species on the Property, and the right to control animals that (a) pose or threaten to pose a hazard to persons or property, including Hydroelectric Facilities and Associated Water Delivery Facilities, or (b) adversely impact or threaten to adversely impact (i) one or more of the Beneficial Public Values, (ii) Grantor's Hydro Reserved Rights or Hydro Project Activities, (iii) the Hydroelectric Facilities and Associated Water Delivery Facilities, or (iv) an Express Third Party Use.

11. The right to erect reasonably sized signs (illuminated and non-illuminated) to support and manage safety and permitted uses of the Property, including signs regarding authorized and unauthorized entry and uses or other appropriate markers in prominent locations on the Property, such as boundary fences, trails, and access roads.

Attachment C

State Board of Equalization Statement of No Tax Benefit



STATE BOARD OF EQUALIZATION
PROPERTY TAX DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0061
916 274-3270 • FAX 916 285-0132
www.boe.ca.gov

TED GAINES
First District, Sacramento

MALIA COHEN
Second District, San Francisco

ANTONIO VAZQUEZ
Third District, Santa Monica

MIKE SCHAEFER
Fourth District, San Diego

BETTY T. YEE
State Controller

BRENDA FLEMING
Interim Executive Director

January 17, 2019

Ms. Becky Zhu
Supervisor, State and Local Tax
Pacific Gas and Electric Company SBE #0135
Tax Department, Mail Code B12G
PO Box 7054
San Francisco, CA 94120-7054

Re: Lower Drum – Bell Road Easement Valuation

Dear Ms. Zhu:

In your email dated January 15, 2019, you requested written guidance from the State Board of Equalization (SBE) State-Assessed Properties Division as to the SBE's valuation method and assessment, in dollar value, associated with Pacific Gas and Electric Company's (PG&E) conveyance of a conservation easement to Placer Land Trust. You specified the subject property is located in Placer County and described by SBE numbers:

135-31-35E-3

As background, under Article XIII, Section 19 of the State Constitution provides the State Board of Equalization the authority to annually assess properties owned or used by companies transmitting or selling gas and electricity.

The SBE's assessment of the conservation easement on the subject parcels will be included in the full fee assessment to PG&E as they will continue to own the property in fee. There will be no separate valuation assessment of the conservation easement. Therefore, no change in assessed value is anticipated for future lien dates as a result of the conveyance of the conservation easement.

Sincerely,

Jack McCool
Supervising Property Appraiser
State-Assessed Properties Division

Stewardship Council's List of Individuals and Entities to Whom it has Provided Notice Regarding (Lower Drum- Bell Road)

OWNER	CARE OF	MAIL ADDRESS	CITY, STATE & ZIP CODE
WITHIN A MILE MAILING			
See Attached			
WATER AGENCY MAILING			
Placer County Water Agency		PO Box 6570	Auburn, Ca 95603
Nevada Irrigation District		1036 West Main St.	Grass Valley, Ca 95945
Midway Heights CWD		PO Box 596	Meadow Vista, Ca 95722
CITIES/TOWNS AFFECTED MAILING			
None			
BOARD OF SUPERVISORS MAILING			
Placer County Board of Supervisors	Jack Duran Dist 1	175 Fulweiler Ave	Auburn, Ca 95603
Placer County Board of Supervisors	Robert Weygandt Dist. 2	175 Fulweiler Ave	Auburn, Ca 95603
Placer County Board of Supervisors	Jim Holmes Dist. 3	175 Fulweiler Ave	Auburn, Ca 95603
Placer County Board of Supervisors	Kirk Uhler Dist 4	175 Fulweiler Ave	Auburn, Ca 95603
Placer County Board of Supervisors	Jennifer Montgomery Dist. 5	175 Fulweiler Ave	Auburn, Ca 95603
NATIVE AMERICAN TRIBAL MAILING			
United Auburn Indian Community of the Auburn River	Mathew Moore, Chairperson	10720 Indian Hill Road	Auburn, CA 95603
Shingle Springs Band of Miwok Indians	Nicholas Fonseca, Chairperson	PO Box 1340	Shingle Springs, Ca 95682
Washoe Tribe fo Nevada and California	Neil Mortimer, Chairperson	919 Highway 395 South	Gardnerville, NV 89410
INDIVIDUALS & ENTITIES WHO SUBMITTED COMMENTS			
None			
INDIVIDUALS & ENTITIES WHO SPOKE AT BOARD MEETING ON (9/19/2018)			
None			
OTHER ORGANIZATIONS THAT SUBMITTED LSP			
The Auburn Area Recreation And Parks District		123 Recreation Dr	Auburn, CA 95603

1010 RACQUET CLUB LLC		1010 RACQUET CLUB DR #104	AUBURN CA 95603
12225 SHALE RIDGE ROAD LLC		100 SAN MARCOS BLVD #200	SAN MARCOS CA 94069
1999 OATES CHARITABLE REMAINDER UNITRUST		P O BOX 1	MEADOW VISTA CA 95722
2015-3 1H2 BORROWER LP	C/O INVITATION HOMES - TAX DEPT	1717 MAIN ST #2000	DALLAS TX 75201 4657
29 SAC HOLDINGS II LP		P O BOX 15087	SANTA ANA CA 92735
29TH STREET SINGLE FAMILY HOMES LLC		PO BOX 6434	FOLSOM CA 95763
AARON & TERESA A STELZER		12678 PRINCETON DR	AUBURN CA 95603
AARON B & AYER-BROMBERG KIMBERLY BROMBERG		12425 LADD LN	AUBURN CA 95603
AARON M RUDOLPH		1538 RUTGERS CT	AUBURN CA 95603
ACKERMAN SCHOOL DISTRICT	EXEMPT FROM TAXATION	360 NEVADA ST	AUBURN CA 95603
ADAM S & JENNIFER M RUSSELL		12545 FLORADALE LN	AUBURN CA 95603
ADAM W & AMY B DIETER		17366 LAKEVIEW HILLS RD	MEADOW VISTA CA 95722
ADELE VALDEZ		2500 PACER PL	AUBURN CA 95603
ADRIENNE H & DANIEL A GARCIA		970 SIERRA VIEW CIR	AUBURN CA 95603
AHMAD & TAMMY JAVAHERI		14561 CURRY CT	AUBURN CA 95602
AIDA MEADE		12904 ERIN DR	AUBURN CA 95603
AIMEE P MYERS		12454 TAM O SHANTER LN	AUBURN CA 95603
ALA B & FARRAJ SAWSAN HADDAD		2035 BANDOS LN	AUBURN CA 95603 2830
ALAN & MCMASTER BEVERLEY J BRIGHAM		12420 LEEDS DR	AUBURN CA 95603
ALAN G & BELL BARBARA S MILLS		12308 PEPPERWOOD CIR	AUBURN CA 95603
ALAN S HERSH		420 GOLD ST	AUBURN CA 95603
ALBERT E & FLORENCE ALICE BERRY		1540 OAK RIDGE WAY	AUBURN CA 95603
ALBERT L & BARBARA Y HEWITT		1149 SLADE LN	AUBURN CA 95603
ALBERT M & PATRICIA V FRENCH		12470 LEEDS DR	AUBURN CA 95603
ALBERT PETER & BEATRICE L GAMBETTI		12688 PRINCETON DR	AUBURN CA 95603
ALBERT TERRY DEL BONO		1010 TEAL CT	AUBURN CA 95603 2932
ALBERTO MARTINEZ		P O BOX 7512	AUBURN CA 95604
ALBERTO SOTO		1041 SIERRA VIEW CIR	AUBURN CA 95603
ALDIS GALE NORED		8647 CHILI HILL RD	NEWCASTLE CA 95658
ALENE A & TURNER DENISE L ACKLAND-NEPI		2540 GRASS VALLEY HWY	AUBURN CA 95603
ALEXANDER D & KATHLEEN M MATTSON		1500 WIMBLEDON DR	AUBURN CA 95603
ALEXANDER GEORGY POLISHCHUK		1180 OAK RIDGE WAY	AUBURN CA 95603
ALEXANDER PAUL & ALISON LEIGH PEYRONEL		1706 LILAC LN	AUBURN CA 95603
ALEXIA E RETALLACK		12333 HYDE PARK LN	AUBURN CA 95603
ALFRED E & DEBRA M CASAZZA		1370 RACQUET CLUB DR	AUBURN CA 95603
ALI MORTEZAEI		12220 DYER CT	AUBURN CA 95603 2822
ALISON N & SHAWN LAWRENCE		12633 PRINCETON DR	AUBURN CA 95603
ALLAN & KAREN S BECKER		12540 DENNIS CT	AUBURN CA 95603
ALLAN J & JOAN E LOVAN		12832 ERIN DR	AUBURN CA 95603 2863
ALLAN L & INGRID LASHBROOK		12653 PRINCETON DR	AUBURN CA 95603 2985
ALLEN & CYNTHIA ANN LEVESQUE		600 CANYON DR	AUBURN CA 95603
ALLISON L KING		2253 COUNTRY VILLA CT	AUBURN CA 95603
ALLISON V & PACKARD ROCHELLE L MCCOY		PO BOX 281	WEIMAR CA 95736
ALLPRO INC		4020 SIERRA COLLEGE BLVD #200	ROCKLIN CA 95677
ALMA ROSA GARNICA ARROYO		1150 SLADE LN	AUBURN CA 95603
ALPHA REAL ESTATE FUND LLC		2428 PROFESSIONAL DR #200	ROSEVILLE CA 95661
ALYSSA M LOVEALL		2443 COTTAGE DR	AUBURN CA 95603
AMANDA J MORILLAS		PO BOX 134	NEWCASTLE CA 95658
AMC INVESTMENTS		1525 GRASS VALLEY HWY	AUBURN CA 95603
AMERICAN ESTATE &		6900 CLIFF DR #603	LAS VEGAS NV 89145
AMY & GANSCHOW MICHAEL W NEWSON	FOR THE BENEFIT OF KARY B SMILEY	7357 RIDGE RD	NEWCASTLE CA 95658
AMY D MCCOMB		1185 SLADE LN	AUBURN CA 95603
ANASTASIYA HERASIMAVA		10767 SAN DIEGO MISSION RD #112	SAN DIEGO CA 92108
ANDREA & DANIEL SPACEK		12351 HOMESTEAD WAY	AUBURN CA 95603
ANDREA C MUSSO		723 BURKE PL	AUBURN AL 36830
ANDREW MARK ROBINSON		12424 LADD LN	AUBURN CA 95603
ANDREW S & CHRISTINE R EDWARDS		13620 LINCOLN WAY #275	AUBURN CA 95603 3264
ANGELA D KUHNLE		12600 ERIN DR	AUBURN CA 95603
ANGELA K ADLER		1125 SUMMER RIDGE CT	AUBURN CA 95603
ANGELA L BRADRICK		2029 CANAL ST	AUBURN CA 95603
ANGELA M & WILLIAM A MCKINLEY		12530 OUT OF THE WAY PL	AUBURN CA 95603
ANITA M & DENNIS J ARIETTA		1527 RADCLIFFE WAY	AUBURN CA 95603
ANN & FLEMING MICHAEL E BLACK-FLEMING	C/O DON GWINN	11860 KEMPER RD #8	AUBURN CA 95603
ANN P KEARNEY		12875 ERIN DR	AUBURN CA 95603
ANN V GORDON		1125 SLADE LN	AUBURN CA 95603
ANNA & LOVELL JARED LASZCZ		1505 WIMBLEDON DR	AUBURN CA 95603
ANNA F SCOTT		24412 ELECTRIC AVE	RED BLUFF CA 96080
ANNE LORENE & KRISTIAN EDWARD GRASBERGER		1520 CRYSTAL SPRINGS RD	AUBURN CA 95603
ANNE LOSSING		921 DAIRY RD	AUBURN CA 95603
ANNETTE FORD		1560 OAK RIDGE WAY	AUBURN CA 95603
ANSEL WAYNE & AMARA C SMALL		1865 CANAL ST	AUBURN CA 95603
ANSELMO & LUCILLE S LEDESMA		2280 INDIAN ROCK LN	AUBURN CA 95604
ANTHONY E CAMPBELL		2500 SIERRA SHADOWS PL	AUBURN CA 95603
ANTHONY MICHAEL PUZO		12600 CRIMSON CT	AUBURN CA 95603
ANTHONY N DINATALE		PO BOX 4634	AUBURN CA 95604
ANTHONY R & LORRAINE L VELASCO		1665 WIMBLEDON DR	AUBURN CA 95603
ANTOINETTE G HANNAN		12422 JEREMIAH DR	AUBURN CA 95603
ANTONIO LIFE GRAPPASONNO	C/O GRAPPASONNO DIANA A	14085 KENTUCKY PL	BEAVERTON OR 97008 7450
ANTONIO R & EROLINDA CASADOS		1315 RACQUET CLUB DR	AUBURN CA 95603
APRIL M TINGLER		2430 COTTAGE DR	AUBURN CA 95603
ARNOLD FAMILY		1678 TULIP CIR	AUBURN CA 95603
ARTHUR B & MARGARETE MCMAHAN		2608 SULLIVAN DR	AUBURN CA 95603
ARTHUR C & WANDA H DANIELS		1236 VINTAGE WAY	AUBURN CA 95603

ARTHUR J & CAROL M MURSCHEL		2573 PACER PL	AUBURN CA 95603 9061
ARTHUR K & VIRGINIA GUNDERSEN		2235 COUNTRY VILLA CT	AUBURN CA 95603
ARTHUR L & DOUGLASS DEANE V BRADEN		1602 CORNELL WAY	AUBURN CA 95603
ARTHUR L REV MATTOCKS		12323 PEPPERWOOD CIR	AUBURN CA 95603
ARTHUR W LOYD		12331 LUTHER RD	AUBURN CA 95603
ASHLEY & NICHOLAS WAYNE MILLANES		1537 RADCLIFFE WAY	AUBURN CA 95602
ASHLEY J ANASTASAKES		12260 DYER CT	AUBURN CA 95603
ASHLEY M & MATTHEW E TAYLOR		1055 FOX RUN CT	AUBURN CA 95603
ASHLEY NEWELL		12280 DYER CT	AUBURN CA 95603
ATIK YULINARTY & JOHN SCHWARZENBERG		12731 SHOCKLEY WOODS CT	AUBURN CA 95603
AUBURN BUSINESS CENTER ASSOC	C/O THE JUSTICE CO	P O BOX 1776	FAIR OAKS CA 95628
AUBURN CITY OF		1225 LINCOLN WAY	AUBURN CA 95603
AUBURN COURT APARTMENTS	C/O CBM GROUP INC	1010 RAQUET CLUB DR #108	AUBURN CA 95603 3060
AUBURN EQUIPMENT COMPANY LLC		9955 SPYGLASS CIR	AUBURN CA 95602
AUBURN GOLD COUNTRY RV PARK LLC		11510 CAMINITO GARCIA	SAN DIEGO CA 92131
AUBURN GREENS UNIT 1		11662 QUARTZ DR	AUB CA 95602
AUBURN PACIFIC PROPERTIES LLC		775 ENTLER AVE #3	CHICO CA 95928
AUBURN PLAZA LLC		2209 PLAZA DR #100	ROCKLIN CA 95765
AUBURN SURGICAL BUILDING GROUP		3257 PROFESSIONAL DR #E	AUBURN CA 95602
AUBURN UPTOWN PROPERTIES LLC		PO BOX 103	AUBURN CA 95604
AUBURN W C PARTNERS LLC		2580 SIERRA BLVD #E	SACRAMENTO CA 95825
AUDINE A MALTY		2401 COTTEGE DR	AUBURN CA 95603
AUSTIN M & KRISTEN M GARCIA		1860 CANAL ST	AUBURN CA 95603
B AND B INVESTMENT PARTNERS LLC		1416 RUTSEY CT	FOLSOM CA 95630
BALI HIGH ENTERPRISES LP	RICHARD AND DONNA TRENTZ	9720 HEIDI WAY	AUBURN CA 95602
BAM-LIMITED LLC		11768 ATWOOD RD #20	AUBURN CA 95603
BANJAMIN J & ALICIA H BARDAKJIAN		12485 ERIN DR	AUBURN CA 95603
BARBARA A MARTIN		2540 GRASS VALLEY HWY #57	AUBURN CA 95603
BARBARA A METHERD		859 SIERRA VIEW CIR	AUBURN CA 95603
BARBARA BULLOCK HIGGINS		1899 CANAL ST	AUBURN CA 95603
BARBARA C LF LYLES		1340 WESLEY LN	AUBURN CA 95603
BARBARA C TURNER		1775 OLD AIRPORT RD	AUBURN CA 95602
BARBARA D BELAND		2226 WILDBERRY LN	AUBURN CA 95603
BARBARA J SWANSON		12270 DYER CT	AUBURN CA 95603
BARBARA KITADA		1569 COTTONWOOD CIR	AUBURN CA 95603
BARBARA L EICHHORN		2591 SULLIVAN DR	AUBURN CA 95603
BARBARA V SALAS		2415 COTTAGE DR	AUBURN CA 95603
BARRY L & CRISPEN L WALTON		1905 CALLOWAY CIR	AUBURN CA 95603 2981
BART W RIEBE		126 IDAHO MARYLAND RD	GRASS VALLEY CA 95945
BAYARD & ANDROMACHE WALKER		1530 RADCLIFF WAY	AUBURN CA 95603
BEAU & CARRYN PERRY		2571 SULLIVAN DR	AUBURN CA 95603
BEAU M & TAMMY SHELLEY		2240 WILDBERRY LN	AUBURN CA 95603
BECKY OSBORN		1568 COTTONWOOD CIR	AUBURN CA 95603
BENJAMIN & MELISSA G JONES		P O BOX 1215	ROSEVILLE CA 95678
BENJAMIN E & BEVERLY A WHITMAN		2540 GRASS VALLEY HWY	AUBURN CA 95603
BENJAMIN W EDWARDS		1235 MATSON DR	AUBURN CA 95603
BENNY M & VIRGINIA L HARWELL		10385 LONE STAR RD	AUBURN CA 95602
BERNADINE C KEELING		85 FARRELL AVE	GILROY CA 95020
BERNARD & THI MY LAMBERT		13140 ERIN DR	AUBURN CA 95603
BERNARD BURTON	C/O BURTON PATRICIA M	PO BOX 9238	AUBURN CA 95604 9238
BERNICE NELSON POWELL	C/O FRANCIS ROBERT R & LINDA K	4601 GRASS VALLEY HWY	AUBURN CA 95602 9197
BERTHA A RAMIREZ		11710 GARNET WAY #1	AUBURN CA 95602
BERTRAM F RUDOLPH		P O BOX 2302	CARMEL CA 93921
BETTY G KELLENBERGER		1450 RADCLIFFE WAY	AUBURN CA 95603
BETTY GADBERRY		512 CORONADO AVE	ROSEVILLE CA 95678
BETTY J WEBSTER		12329 WANDERER RD	AUBURN CA 95602 8124
BETTY M WALSH		11393 LAKESHORE NORTH	AUBURN CA 95602
BEVERLY A HANSON		2540 GRASS VALLEY HWY	AUBURN CA 95603
BEVERLY ANN DEADMOND		11823 KEMPER OAKS CT	AUBURN CA 95603
BEVERLY J RUSSELL		12586 OUT OF THE WAY PL	AUBURN CA 95603
BEVERLY MCMASTER		12354 HOMESTEAD WAY	AUBURN CA 95603
BEVERLY R BEEKHUIS		11840 KEMPER OAKS CT	AUBURN CA 95603
BFR ASSOCIATES		1660 OLD AIRPORT RD	AUBURN CA 95602
BILL NIECE		806 SPOTTED PONY LN	ROCKLIN CA 95765
BILLY WAYNE NIECE		806 SPOTTED PONY LN	ROCKLIN CA 95765
BOBBIE WESNEY		12177 LAUREL DR	AUBURN CA 95603
BOBBY E & VONDA L BRIDGES		1685 LILAC LN	AUBURN CA 95603
BOBBY L & SANDRA G WHEELER		1410 WIMBLEDON DR	AUBURN CA 95603
BONNIE DAHL		1468 RADCLIFFE WAY	AUBURN CA 95603
BONNIE RANDOLPH & CHARLES R GIBSON		2830 LEEDS CT	AUBURN CA 95603
BRAD L & JESSICA E WEDDLE		2277 WILDBERRY LN	AUBURN CA 95603 9530
BRAD T EVANS HOLDINGS INC		2252 SIERRA MEADOWS DR #A	ROCKLIN CA 95677
BRADLEY G TUCKER		2230 RATTLESNAKE RD	NEWCASTLE CA 95658 9722
BRANDON & JENNIFER GRIFFIN		12419 HOMESTEAD WAY	AUBURN CA 95603
BREEZE M & SHARON M DAVIS		12413 JEREMIAH DR	AUBURN CA 95603
BRENT HOWARD & CHERYL ANN ANDREWS		PO BOX 223	FORESTHILL CA 95631
BRETT & EMILY E VERLING		1426 LOWE LN	AUBURN CA 95603
BRHETT & HEATHER R STEPPIG		1350 OLD AIRPORT RD	AUBURN CA 95602
BRIAN & JESSICA COGGINS		12443 JEREMIAH DR	AUBURN CA 95603
BRIAN & JOY JOHNSON		12230 DYER CT	AUBURN CA 95603
BRIAN E BROGDON		12236 LUTHER RD	AUBURN CA 95603
BRIAN G & JENNIE E DESVIGNES		2232 COUNTRY VILLA CT #29	AUBURN CA 95603
BRIAN J & MONICA G MOORE		12669 PRINCETON DR	AUBURN CA 95603

BRIAN S & BELL MARGARET L DECLUSIN	12200 DYER CT	AUBURN CA 95603
BRIAN YATES	12950 MOTT CT	AUBURN CA 95603
BRIDGET C & JONATHAN C BOLAND	PO BOX 6617	AUBURN CA 95604
BRION S & DENISE C LEE	12561 OUT OF WAY PL	AUBURN CA 95603
BROOKS C & MARY JANE COLLIER	12575 CRIMSON CT	AUBURN CA 95603
BRUCE A & JEANETTE M HOSTETLER	12410 OAK LEAF CT	AUBURN CA 95603
BRUCE ARNOLD LYON	1161 HIGH ST	AUBURN CA 95603
BRUCE DODDS	P O BOX 627	NEWCASTLE CA 95658
BRUCE E & DANA F GRUBAUGH	12440 ERIN DR	AUBURN CA 95603
BRUCE R LEPLEY	1065 OLD AIRPORT RD	AUBURN CA 95603
BRUNO R & MARSHA V GOTZMER	1138 RACQUET CLUB DR	AUBURN CA 95603
BRYAN DOUGLAS & DIANA GLORIA JOHNSON	2945 BELL RD #198	AUBURN CA 95603
CAGLE PROPERTIES LLC	P O BOX 6234	AUBURN CA 95604
CALVIN B & CLARAL F KELLOGG	935 CENTENNIAL CT	AUBURN CA 95603
CALVIN D & BEVERLY J LYNN	2040 BANDOS LN	AUBURN CA 95603
CAMI & JEREMY J HETHCOCK	12240 NEW AIRPORT RD	AUBURN CA 95603
CANDACE L & ENOS LESLIE M GREASON	12491 HYDE PARK LN	AUBURN CA 95603
CANDACE M DISPENSA	12402 JEREMIAH DR	AUBURN CA 95603
CAPPO PROPERTIES LLC	46352 MICHIGAN AVE	CANTON MI 48188
CARL & LESLIE BADER	3605 PRECISION DR #379	FORT COLLINS CO 80528
CARL ABELARDO ORTEGA	1202 OAK RIDGE WAY	AUBURN CA 95603
CARL F RIES	2540 GRASS VALLEY HWY	AUBURN CA 95603
CARL FRANKLIN	11733 INVERNESS WAY	AUBURN CA 95602
CARL M & NANCY J REA	2308 CUMISKEY ST	MARYSVILLE CA 95901
CARLO ANGEL & EMMA LEE LUJAN	8455 MT VERNON RD	AUBURN CA 95603
CARLOS FERREYRA & FERREYRA MARIA EUGENIA CHAVEZ	880 SIERRA VIEW CIR	AUBURN CA 95603
CARMEN LOUIS & LINDA LOU NAPOLITANO	12400 MARATHON DR	AUBURN CA 95603
CAROL A HUNT	1435 WIMBLEDON DR	AUBURN CA 95603
CAROL A SATTERLEE	12525 CRIMSON CT	AUBURN CA 95603 2944
CAROL ANN FORD	2540 HWY SPC #14	AUBURN CA 95603
CAROL C OGREY	1543 RADCLIFFE WAY	AUBURN CA 95603
CAROL CAMPIDONICA	2540 GRASS VALLEY #15	AUBURN CA 95603
CAROL DAVIS	12315 PEPPERWOOD CIR	AUBURN CA 95603
CAROL J TOMASI	12920 MOTT CT	AUBURN CA 95603
CAROL K ROEDDER	110 MILMAR WAY	LOS GATOS CA 95032
CAROL LOU TOOMEY	12999 ERIN DR	AUBURN CA 95603
CAROL M & CONNELL MELODY A LEE	12061 WESTWOOD DR	AUBURN CA 95603
CAROL OPPER	5900 SPRINGVIEW DR #9	ROCKLIN CA 95677 3620
CAROLLYN LUTTON	1648 TULIP CIR	AUBURN CA 95603
CAROLYN A MENDEZ	4590 BELL RD	AUBURN CA 95603
CAROLYN J BECHLY	1340 RACQUET CLUB DR	AUBURN CA 95603
CAROLYN MCLAUGHLIN	12938 ERIN DR	AUBURN CA 95603
CAROLYN SMITH	P O BOX 1542	ROCKLIN CA 95677
CAROLYNN G & KEITH A BASQUE	500 SACRAMENTO ST	AUBURN CA 95603
CARRIE JO BAKER	12501 MEADOWS CT	AUBURN CA 95603 6304
CARYL HEARN	1110 SUMMER RIDGE CT	AUBURN CA 95603
CARYN A SLANE	12533 QUAIL MEADOW DR	AUBURN CA 95603 3676
CASEY & BYRD CAITLIN WOLFGANG	1219 TAYLOR LN	AUBURN CA 95603
CASEY N FETTER	12260 NEW AIRPORT RD	AUBURN CA 95603
CATHEDRAL PROPERTIES INC	1800 WILLOW PASS CT	CONCORD CA 94520
CATHERINE N CONNOLLY	12326 PEPPERWOOD CIR	AUBURN CA 95603
CATHY JOHNSON	1428 WESLEY LN	AUBURN CA 95603
CAYCE & KANCHANA RATCHADAPHON BEAMES	13055 ERIN DR	AUBURN CA 95603
CEHAN E & SARAH A GREGORY	615 COUNTRY RD	MEADOW VISTA CA 95722
CHAD BROWN	3713 PARK DR #1	AUBURN CA 95602
CHAD EVERETT RETALLACK	168 DIARY RD	AUBURN CA 95603
CHAPA-DE INDIAN HEALTH PROGRAM INC	11670 ATWOOD RD	AUBURN CA 95603
CHARLENE RUSSELL	12330 INCLINE DR	AUBURN CA 95603
CHARLENE WALLACE	1165 STAR LN	AUBURN CA 95603
CHARLES & LAURA LAMONT	12307 PEPPERWOOD CIR	AUBURN CA 95603
CHARLES B & MARCELLA V GREEN	11742 JONES ST	AUBURN CA 95603 2723
CHARLES CLAIR & DONETTA ANDREA FOSTER	1581 CORNELL WAY	AUBURN CA 95603
CHARLES E PIERCE	5890 HAPPY PINES DR	FORESTHILL CA 95631
CHARLES F & EDNA M GODFREY	PO BOX 847	MEADOW VISTA CA 95722
CHARLES FREDRICK KONRAD	12316 HIDDEN MEADOW RD	AUBURN CA 95603
CHARLES J & VALERIE J SCICLUNA	13140 ATHENA WAY	AUBURN CA 95603
CHARLES L MCCOY	12450 LUTHER RD	AUBURN CA 95603
CHARLES LEE & JEANNE HUFF	13260 ERIN DR	AUBURN CA 95603
CHARLES M & PEARLIE M LEMLEY	2572 SULLIVAN DR	AUBURN CA 95603
CHARLES MAES	1337 VINTAGE WAY	AUBURN CA 95603
CHARLES R & BRYANT EVELYN L LONG	2450 COTTAGE DR	AUBURN CA 95603
CHARLES T FOX	P O BOX 689	NEWCASTLE CA 95658
CHARLES W & JEANETTE M WARNOCK	12000 HEMLOCK DR #168	AUBURN CA 95603
CHERYL KINDICE	12332 FRONTERA DR	AUBURN CA 95603
CHERYL POWERS	1040 OAK RIDGE WAY	AUBURN CA 95603
CHERYL R DASHIELL	P O BOX 3278	AUBURN CA 95604 2378
CHICK-FIL-A INC	5200 BUFFINGTON RD	ATLANTA GA 30349
CHITTENDEN & CHITTENDEN	1775 OLD AIRPORT RD	AUBURN CA 95602
CHRISTI & JOHN BLISS	12645 RACQUET CT	AUBURN CA 95603 3025
CHRISTINA A & STEVEN E CULLEY	12480 LADD LN	AUBURN CA 95603
CHRISTINE AUTREY	11816 KEMPER OAKS CT	AUBURN CA 95603
CHRISTINE DWELLE HAVEN	1935 BANDOS LN	AUBURN CA 95603
CHRISTINE L BUNNELL	1573 COTTONWOOD LN	AUBURN CA 95603

C/O VICTORY AUTOMOTIVE GROUP INC

ATTN: DAVID FADER

CHRISTINE LYNNE TIDD AUTREY		11816 KEMPER OAKS CT	AUBURN CA 95603
CHRISTINE M & MUSSER HAROLD HOLLOWAY		12545 CRIMSON CT	AUBURN CA 95603
CHRISTINE MILLER		2233 COUNTRY VILLA CT #12	AUBURN CA 95603
CHRISTINE R KIKEL		1151 SLADE LN	AUBURN CA 95603
CHRISTINE W SCOTT		1575 OAK RIDGE WAY	AUBURN CA 95603 3066
CHRISTOPHER & IVY NAGEL		306 KATHERINE WAY	AUBURN CA 95603
CHRISTOPHER BERRY		1405 RACQUET CLUB DR	AUBURN CA 95603
CHRISTOPHER D HILL		1430 OAK RIDGE WAY	AUBURN CA 95603
CHRISTOPHER HILL		1430 OAK RIDGE WAY	AUBURN CA 95602
CHRISTOPHER J ALELLO		1030 FOX RUN CT	AUBURN CA 95603
CHRISTOPHER MAX & WICKWIRE JAMIE L BALDWIN		13115 ERIN DR	AUBURN CA 95603
CHRISTOPHER TED LEGGETT		1705 LILAC LN	AUBURN CA 95603
CHRISTY BROWER		12590 OUT OF THE WAY PL	AUBURN CA 95603
CHURCH OF JESUS CHRIST OF LDS	C/O LDS CHURCH TAX ADMIN #518-8040	50 NORTH TEMPLE ST #2225	SALT LAKE CITY UT 84150 22
CIARA C VARVAS		12430 NEW AIRPORT RD	AUBURN CA 95603
CLAIR O ADAM		12724 ERIN DR	AUBURN CA 95603
CLAIRE ADELE BELL		12465 ROCK CREEK RD	AUBURN CA 95602
CLAIRE MARTIN GUMZ		12485 CELESTIAL WAY	AUBURN CA 95603
CLARENCE JAMES & MELINDA H LANDRITH		1160 SLADE LN	AUBURN CA 95603
CLARKE A & DEBOAH G GLASOW		15220 WILD OAK LN	AUBURN CA 95603
CLARKSONS CALIFORNIA PROPERTIES		555 GUILD AVE	LODI CA 95240
CLIFFORD ALAN & LORRAINE S HEITZ		1490 WIMBLEDON DR	AUBURN CA 95603
CLIFFORD D & MARY KATHLEEN DOVE		2540 HWY SPACE #67	AUBURN CA 95603
CLIFFORD D & NORMA D HYATT		155 COLONIAL DR	AUBURN CA 95603
CLIFFORD J & ROSALINDA M BRATCHER		12490 ERIN DR	AUBURN CA 95603
CLIFFORD M & JEAN SLOCUM		1999 CANAL ST	AUBURN CA 95603
CLIFFORD N & LOFGRENFOWLER TWYLLA FOWLER		12259 WOODHAVEN RD	AUBURN CA 95602
CLIPPERCREEK INC		11850 KEMPER RD #E	AUBURN CA 95603
COLETTE M JILOT		2532 CREW CT	AUBURN CA 95603
COLETTE M TANAKA		181 RIVIERA CIR	LARKSPUR CA 94939
COLIN R & KATHERINE M FERGUSON		12658 PRINCETON DR	AUBURN CA 95603
COLLEEN I MCCLINTOCK		1201 TAYLOR LN	AUBURN CA 95603
COLTON P NISTLER		11755 JONES ST	AUBURN CA 95603
COMMUNITY CENTERS OF AMERICA AUBURN LLC	C/O CCA ACQUISITION COMPANY	5670 WILSHIRE BLVD #1250	LOS ANGELES CA 90036
CONNIE K & JOE KLOPOTEK		1515 WIMBLEDON DR	AUBURN CA 95603 3029
COPPERKNOLL BUSINESS & PROFESSIONAL COMPLEX ASSN		11879 KEMPER RD	AUB CA 95603
CORINNE LALANNE		1830 CALLOWAY CIR	AUBURN CA 95603
COURT OFFICE CENTRE FORTUNE	C/O CBM PROPERTY MGMT	1010 RACQUET CLUB DR #108	AUBURN CA 95603
COY G & BOBBIE J POWELL		11257 LAKESHORE SOUTH	AUBURN CA 95602
CRAIG & AMANDA LANTZ		2280 GRASS VALLEY HWY #304	AUBURN CA 95603 2536
CRAIG & DANA J RUGH GEORGE		2619 SULLIVAN DR	AUBURN CA 95603
CRAIG M & LINDA S PIERCE		10075 SNOWY OWL	AUBURN CA 95603
CREEK MEDICAL PLAZA ROCK		11720 EDUCATION ST	AUB CA 95602
CREEKSIDE CENTER ASSOCIATES		P O BOX 7668	AUBURN CA 95604
CRESCENCIO F & JOY GRACE ARREDONDO		1465 WIMBLEDON DR	AUBURN CA 95603
CROP DEVELOPMENT	C/O WHITAKER DONALD K	13350 NEW AIRPORT RD	AUBURN CA 95602
CSJ ASSETS LLC	C/O DAVID CHRISTENSEN	9955 SPYGLASS CIR	AUBURN CA 95602
CURTIS W & KIMBERLY C RYAN		12465 ERIN DR	AUBURN CA 95603
CUSTODIO A & ELDA S SEISA		11200 BASAL CIR	AUBURN CA 95603
CUSTODIO A & ELDA S SEISA		909 SIERRA VIEW CIR	AUBURN CA 95603
CYNTHIA ANN BUSCHMANN		851 SIERRA VIEW CIR	AUBURN CA 95603
CYNTHIA ANN ZUKOWSKI		1159 SLADE LN	AUBURN CA 95603
CYNTHIA BARRERASTANCLIFF		1223 WESLEY LN	AUBURN CA 95603
CYNTHIA J & DAVID WELSH		12230 NEW AIRPORT RD	AUBURN CA 95603
D H RUTHERFORD LLC		1519 LINCOLN WAY	AUBURN CA 95603
DALE A & MARY K DARNEY		1705 WIMBLEDON DR	AUBURN CA 95603
DALE R PETERSON	PETERSON MARGERY J TTEE	810 CONIFER LN	AUBURN CA 95602
DAN C INC		11417 TUNNEL HILL WAY	GOLD RIVER CA 95670
DAN W & CHUNG F TSOI		P O BOX 6602	AUBURN CA 95604
DANA & MELISSA GENDRON		1455 WESLEY LN	AUBURN CA 95603 2957
DANA P & KENNETH W HARRIS		1940 BANDOS LN	AUBURN CA 95603
DANIEL & MICHAEL HENDRICKS		1698 CANAL ST	AUBURN CA 95603
DANIEL A & RHONDA L RAIMONDI		1555 WIMBLEDON DR	AUBURN CA 95603
DANIEL ANDERSON		149 DIAMOND CREST LN	APPLEGATE CA 95703
DANIEL C & ROSE M WOOD		13010 ERIN DR	AUBURN CA 95603
DANIEL E & KARYN D MERTZ	C/O DRS PROPERTY MGMT	PO BOX 633	AUBURN CA 95604
DANIEL ECKHART		PO BOX 418	ROCKLIN CA 95677
DANIEL FRINK		955 MATSON DR	AUBURN CA 95603
DANIEL J & CLAUDIA DION		146 CORN PLANTERS ST	CHARLESTON SC 29492
DANIEL J & JANICE D SUTKAITIS		2501 SIERRA SHADOWS PL	AUBURN CA 95603
DANIEL KANNER		10573 PINE NEEDLE WAY	TRUCKEE CA 96161
DANIEL L & BONNIE S KLEIN		980 MATSON DR	AUBURN CA 95603
DANIEL L & RHONDA L ELLISON		P O BOX 1025	ALTA CA 95701
DANIEL L JAMES		12327 PEPPERWOOD CIR	AUBURN CA 95603
DANIEL M LEDBETTER		12275 DYER CT	AUBURN CA 95603
DANIEL MESSINA		3695 MOUNTAIN VIEW DR	ROCKLIN CA 95677 1920
DANIEL R & KATHRYN STOCKTON TWENTE		2524 SULLIVAN DR	AUBURN CA 95603 9034
DANIEL ROY & BERNICE ANN OPICHA		1414 WESLEY LN	AUBURN CA 95603
DANIEL V & CHANDLER BRINA K ZIARKOWSKI		12693 PRINCETON DR	AUBURN CA 95603
DANIEL V & JULIE FASANI STOKES		1300 HILLISH ROCK RD	MEADOW VISTA CA 95722
DANTA LLC		337 LONG ST	NEVADA CITY CA 95959
DARALI S PHILLIPS		260 HOFFMAN AVE	AUBURN CA 95603
DARLENE ELIZABETH & CHADDICK JOHN MICHAEL EDDY		1290 SUMMER PL	AUBURN CA 95603

DARLINE PATRICIA & KELLY ANTHONY T GARCIA	1060 SIERRA VIEW CIR	AUBURN CA 95603
DARRELL S & EVELYN M AMERINE	1445 WIMBLEDON DR	AUBURN CA 95603
DARREN M & KELLY J MCADAMS	12450 ERIN DR	AUBURN CA 95603
DARYL L & BONNIE L ROSTA	20275 RIM ROCK CT	FORESTHILL CA 95631
DAU LUC	12234 LUTHER RD	AUBURN CA 95603
DAVID & BETTY THOMPSON	12434 TAM O SHANTER LN	AUBURN CA 95603
DAVID & BRANDY AHEARN	2429 COTTAGE DR	AUBURN CA 95603
DAVID & CINDY POCAPALIA	2570 PACER PL	AUBURN CA 95603
DAVID & JUDITH HAUGLAND	12440 OAK LEAF CT	AUBURN CA 95603
DAVID & KATHLEEN BYERS	2416 COTTAGE DR	AUBURN CA 95603
DAVID & KIMBER PERES	12335 KRISTA LN	AUBURN CA 95603
DAVID & LAURIE OSBORN	1390 WESLEY LN	AUBURN CA 95603 2958
DAVID & LINDA KERR	43420 CROISSETTE CT	LA QUINTA CA 92253
DAVID & NORMA KALIAN	PO BOX 6382	AUBURN CA 95604 6382
DAVID A MOORE	1495 RADCLIFFE WAY	AUBURN CA 95603
DAVID A VORIS	P O BOX 946	NEWCASTLE CA 95658
DAVID ANTHONY & KATHLEEN ANN JOHNSON ROSE	12410 ERIN DR	AUBURN CA 95603
DAVID B & MALIA K NICKEL	13854 NORTHCREST LN	POWAY CA 92064 2210
DAVID C & DEBORAH A ADAY	1535 CRYSTAL SPRINGS RD	AUBURN CA 95603
DAVID C & JANET S CROSBY	625 BOWMAN WAY	AUBURN CA 95603
DAVID C BRINEY	8360 ROSETO RD	AUBURN CA 95603
DAVID C PAISLEY	791 DAIRY RD	AUBURN CA 95603
DAVID D & JUDITH A WALIZER	1620 YALE CT	AUBURN CA 95603 2998
DAVID D & VICKL H UNRUHE	12565 CRIMSON CT	AUBURN CA 95603
DAVID F & LINDA D MILLER	1420 LOWE LN	AUBURN CA 95603
DAVID GALUPPO	2540 GRASS VALLEY HWY	AUBURN CA 95603
DAVID J & DIANA BLAIS	12560 ERIN DR	AUBURN CA 95603
DAVID J & KRISTINA L HODGE	12561 MEADOWS CT	AUBURN CA 95603
DAVID J & MELANEE SPENDLOVE	11725 KEMPER RD	AUBURN CA 95603
DAVID J & NINA E BOATMAN	2286 INDIAN ROCK LN	AUBURN CA 95603
DAVID JOHN & KIMBERLY ANN ROSENE	912 ROSENE CT	AUBURN CA 95603
DAVID K STEELE	168 ELM ST	ARROYO GRANDE CA 93420 3028
DAVID L & DENISE A UNDERHILL	1435 OAK RIDGE WAY	AUBURN CA 95603
DAVID L & DENISE E KEYES	1772 TRACY LN	AUBURN CA 95603
DAVID L MOORE	2568 SULLIVAN DR	AUBURN CA 95603
DAVID LYNN JOHNSON	1243 WESLEY LN	AUBURN CA 95603
DAVID M & BEATRICE A JOHNS	2572 CREW CT	AUBURN CA 95603
DAVID M & LANA CHAMBERS	12419 OAK LEAF CT	AUBURN CA 95603
DAVID M ALBRIGHT	14015 LAKE VALLEY DR	AUBURN CA 95602
DAVID M SEMAN	8345 RUSTIC WOODS WAY	LOOMIS CA 95650
DAVID MARK SEMAN	8345 RUSTIC WOODS WAY	LOOMIS CA 95650
DAVID S & BRENDA L GILLUM	115 SQUIRE LN	AUBURN CA 95603
DAVID S BEEM	2629 EMMET DR	AUBURN CA 95603
DAVID T HARTMAN	1636 LILAC LN	AUBURN CA 95603
DAVID TARVIN	2540 GRASS VALLEY HWY	AUBURN CA 95603
DAVID VICTOR & WILSON JESSICA JANE GAVEL	P O BOX 9007	AUBURN CA 95604
DAVID W & ELLEN D GRAY	2540 GRASS VALLEY HWY	AUBURN CA 95603
DAY ADVENTISTS NCCA SEVENTH	P O BOX 23165	PLEASANT HILL CA 94523
DEAN J PIETROMONACO	1331 WESLEY LN	AUBURN CA 95603
DEBORA V & STEVEN E STERLING	180 PONDEROSA HEIGHTS	APPLEGATE CA 95703
DEBORAH DIMICELI	12314 PEPPERWOOD CIR	AUBURN CA 95603
DEBORAH DURLOO KNOX	8600 MT VERNON RD	AUBURN CA 95603
DEBORAH JANSSEN	2251 COUNTRY VILLA CT	AUBURN CA 95603
DEBORAH JO & JASON W FLETCHER	1695 LILAC LN	AUBURN CA 95603
DEBRA BARNES	12403 TAM O SHANTER LN	AUBURN CA 95603
DEBRA C ISAACS	1355 MATSON DR	AUBURN CA 95603
DEBRA C LUM	2120 BANDOS LN	AUBURN CA 95603
DEBRA C LUM	21210 BANDOS LN	AUBURN CA 95603
DEBRA J LAPOINTE	1640 WIMBLEDON DR	AUBURN CA 95603 3026
DEENA R FARRIS	989 SIERRA VIEW CIR	AUBURN CA 95603
DEER CREEK ASSOCIATES LLC	10955 MURCHIE MINE RD	NEVADA CITY CA 95959
DELIAH J WUAGNEUX	11701 JONES ST	AUBURN CA 95603
DELL ARTHUR CALDWELL	1730 CALLOWAY CIR	AUBURN CA 95603
DELORES H PACK	115 COLONIAL DR	AUBURN CA 95603
DENICE L MCBRIDE	12358 PEPPERWOOD CIR	AUBURN CA 95603
DENISE A THOMAS	12785 ERIN DR	AUBURN CA 95603
DENISE LEWIS	12945 MOTT CT	AUBURN CA 95603
DENNIS E & SHANNON H JACINTO	2290 ANDREGG RD	AUBURN CA 95603
DENNIS H & LOUISE P GREGORY	12379 NEW AIRPORT RD	AUBURN CA 95603
DENNIS K & SYLVIA M DENHAM	3235 WASATCH DR	AUBURN CA 95602
DENNIS KENNERSON	12335 LUTHER RD	AUBURN CA 95603
DENNIS MICHAEL & SUSAN RAYLEEN KLAUCK	1157 STAR LN	AUBURN CA 95603
DENNIS V WOLFE	12320 HIDDEN MEADOWS CIR	AUBURN CA 95603 3581
DERYL K & WANDA D REAVIS	2225 COUNTRY VILLA CT	AUBURN CA 95603
DH RUTHERFORD LLC	1519 LINCOLN WAY	AUBURN CA 95603
DIANA C STEWART	1162 STAR LN	AUBURN CA 95604
DIANA J & JOHN A SHABAN	1180 SUGAR PINE RD	MEADOW VISTA CA 95722
DIANA L VALENCIA	PO BOX 7835	AUBURN CA 95604
DIANA LEE HART	P O BOX 747	MEADOW VISTA CA 95722
DIANA LYNNE POWELL	2234 COUNTRY VILLA CT	AUBURN CA 95603
DIANE L BERG	1855 CANAL ST	AUBURN CA 95603
DIANE M RHODES	12580 ERIN DR	AUBURN CA 95603
DIANE P JOHNSON	1528 RUTGERS CT	AUBURN CA 95603

DIANE TAYLOR MATLACK		12495 LEEDS DR	AUBURN CA 95603
DIANNE L & DALE E HINEGARDNER		2540 GRASS VALLEY HWY	AUBURN CA 95603
DICKSON D & JENNIFER PAUL		2241 COUNTRY VILLA CT	AUBURN CA 95603
DILLON GREENWELL		650 BETTERLEY LN	AUBURN CA 95603 9722
DIMAS A & RUTH DAMARIS ROMERO		12325 REBA RD	AUBURN CA 95603
DINO KAUFMANN		1710 CALLOWAY CIR	AUBURN CA 95603
DON AND ANN VIAN FAMILY		22358 DEER TRAIL CT	AUBURN CA 95602
DON LIVINGHOUSE		16230 BROOKE ACRES CT	LOS GATOS CA 95032
DONALD & CARIN SCOTT		12389 NEW AIRPORT RD	AUBURN CA 95603
DONALD & MADELEINE GAINES		11832 KEMPER OAKS CT	AUBURN CA 95603
DONALD A & B MARIA STOESSER		16745 ROUND VALLEY CIR	GRASS VALLEY CA 95949
DONALD D & CAROLYN ROSENE		160 HERRINTON DR	AUBURN CA 95603
DONALD E & MARGARET L GREBE		2230 WILDBERRY LN	AUBURN CA 95603
DONALD F & M G SUTHERLAND	SUTHERLAND INV INC	1273 LINCOLN WAY	AUBURN CA 95603
DONALD F & MARLENE G SUTHERLAND		489 CLIPPER GAP RD	AUBURN CA 95603
DONALD G & BETTINA A DENNE		6267 VIEWRIDGE DR	AUBURN CA 95602 7834
DONALD G & BILLIE JO GRANT		12950 ERIN DR	AUBURN CA 95603
DONALD G & SHAUN L ROSENE		16109 WINCHESTER CLUB DR	MEADOW VISTA CA 95722
DONALD L & PHYLLIS M ROSS		2540 HWY 100	AUBURN CA 95603
DONALD L BRUBAKER		12531 MEADOWS CT	AUBURN CA 95603
DONALD L SPRAGUE		12677 PRINCETON DR	AUBURN CA 95603
DONALD M & ANNE M WAYMIRE		5545 MARCONI #104	CARMICHAEL CA 95608
DONALD R GWINN		2555 GAYLE LN	AUBURN CA 95602
DONALD R LACSON		12423 TAM O SHANTER LN	AUBURN CA 95603
DONALEE P BOXLER		P O BOX 4080	AUBURN CA 95604
DONNA C LIFE HENDRICKS		2010 CANAL ST	AUBURN CA 95603
DONNA I SANTOS		12635 TOWN VIEW CT	AUBURN CA 95603
DONNA L KUPER		2540 GRASS VALLEY HWY	AUBURN CA 95602
DONNA LYNNE FOWLER		1383 SKYLINE DR	AUBURN CA 95602
DONNA M VETROMILE		929 SIERRA VIEW CIR	AUBURN CA 95603
DORIS A MEILI		8825 CHESSIE DR	INDIANAPOLIS IN 46217
DORIS L & YATES STEPHANIE V THOMPSON		2214 COUNTRY VILLA CT	AUBURN CA 95603
DORIS M ALFKE	C/O ALFKE DORIS M U/C	12327 HIDDEN MEADOWS CIR	AUBURN CA 95603
DOROTHY HARRIS		1575 CORNELL WAY	AUBURN CA 95603
DOROTHY K CATALANO		12515 TOWN VIEW DR	AUBURN CA 95603
DOUG E OATES		1548 RUTGERS CT	AUBURN CA 95603
DOUG MATCHIE		PO BOX 73	APPLEGATE CA 95703 73
DOUGLAS & CAROLYN MARQUAND		2835 LEEDS CT	AUBURN CA 95603
DOUGLAS & LAURIE HALE		6131 GREEN RIDGE DR	FORESTHILL CA 95631
DOUGLAS & MARGO SILFIES		1500 OAK RIDGE WAY	AUBURN CA 95603
DOUGLAS H & ZOYA J JAUL		PO BOX 4106	AUBURN CA 95604
DOUGLAS J & KIMBERLY A GRAY		12480 LEEDS DR	AUBURN CA 95603
DOUGLAS MALONE & YVONNE MARIE FEE		2580 BUTTES VIEW LN	AUBURN CA 95603
DOUGLAS T & JODY A SUMMERS		12970 CARRINGTON CT	AUBURN CA 95603
DOUGLASS TRACY		1783 TRACY LN	AUBURN CA 95603
DREW & CHELSEA HALDEMAN		1656 LILAC LN	AUBURN CA 95603
DUANE ALAN & DIANA ROBIN BLOMQUIST		12700 ERIN DR	AUBURN CA 95603
DUANE ALEXANDER DUFF		PO BOX 5760	AUBURN CA 95604
DUANE CLARK & BENSTEAD PATRICIA MARIE CAUSIE		1562 COTTONWOOD CIR	AUBURN CA 95603
DUANE F & GLORIA J SCHAR		2540 GRASS VALLEY HWY	AUBURN CA 95603
DUANE M & DONNA L HOWARD		10045 SNOWY OWL WAY	AUBURN CA 95603
DUANE S & PATRICIA B MADDOX		12455 OAK MIST LN	AUBURN CA 95602
DULIO SPEDIACCI	C/O RAYMOND SPEDIACCI	2460 FAWN HILL LN	AUBURN CA 95603
DUNCAN V PATTY	PATTY CHARLOTTE W TTEE	13005 CREEKVIEW CT	AUBURN CA 95603
DURETA KEARNEY		2690 CRESCENT CIR	LINCOLN CA 95648
DUSTIN L CHAPMAN		13235 ERIN DR	AUBURN CA 95603
DUSTIN SEIDLER		551 WASATCH DR	FREMONT CA 94536
DWAYNE O & KATIE L STARLING		12430 LEEDS DR	AUBURN CA 95603
DWELLE ENTERPRISES		2360 LINDBERGH ST	AUBURN CA 95602
EARL D & DAWN M FLANNERY		12406 DIVOT LN	AUBURN CA 95603
EDDIE HALL & LORI B SANDOVAL		710 025 BOVEE LN	JANESVILLE CA 96114
EDDIE T & MARY L GOWER		11765 ATWOOD RD	AUBURN CA 95603
EDITH M & DANIEL A GARCIA		2233 MAXINE WAY	RANCHO CORDOVA CA 95670
EDWARD C & DEBORAH RILEY		1260 TAYLOR LN	AUBURN CA 95603
EDWARD C & DEBRA S WICKS		23044 BROADMOOR CT	AUBURN CA 95603
EDWARD J & DEBRA H PETERSON		1803 TRACY LN	AUBURN CA 95603
EDWARD J & KLEINER REBECCA OCONNELL		12955 MOTT CT	AUBURN CA 95603
EDWARD J HALDEN		2245 COUNTRY VILLA CT #18	AUBURN CA 95603
EDWARD L & DOROTHEA E SODERMAN		2519 SULLIVAN DR	AUBURN CA 95603
EDWARD LOUIS & DRETTA KAY MEADOWS		12712 LUTHER RD	AUBURN CA 95603
EDWARD M & VICKI E ELMGREN		12425 LEEDS DR	AUBURN CA 95603
EDWARD R WEISS		1500 CROCKETT RD	AUBURN CA 95603
EDWARD RODRIGUEZ		12437 OAK LEAF CT	AUBURN CA 95603
EDWARD T & KATHRYN A LEIGHTON		1882 TRACY LN	AUBURN CA 95603
EDWIN C & JUNE E FENTON		1553 RUTGERS CT	AUBURN CA 95603
EDWIN J & DORA N VITRANO		217 BORDEAUX WAY	RIO VISTA CA 94571
EICHHORN TRAVIS		3770 SYLVIA LN	AUBURN CA 95602 9574
EINO ARMAS & JUDITH ANN SCHWARTZ		1255 MATSON DR	AUBURN CA 95603
ELAINE E FRACCHIA		1890 CANAL ST	AUBURN CA 95603
ELAINE HO CHEW	C/O LEE MELVIN	237 POET SMITH DR	AUBURN CA 95603 5725
ELAINE K GEE		1265 TAYLOR LN	AUBURN CA 95603
ELAINE M & JAMES V FRENNA		2604 SULLIVAN DR	AUBURN CA 95603
ELEANOR LOUISE BIGON		2540 GRASS VALLEY HWY	AUBURN CA 95603

ELEANOR P WHITEHEAD	WHITEHEAD FAMILY TRUST A & B U/C	12570 MEADOWS CT	AUBURN CA 95603
ELIZABETH A & WILLIAMS FOREST WILLAIMS		12621 PRINCETON DR	AUBURN CA 95603
ELIZABETH A MORA		1645 SPRUCE CT	AUBURN CA 95603
ELIZABETH ANN GLASENAPP		12005 HEMLOCK DR	AUBURN CA 95603
ELIZABETH ANN MOGELBERG		1795 CALLOWAY CIR	AUBURN CA 95603
ELIZABETH CLEGG DWELLE		2215 COUNTRY VILLA CT	AUBURN CA 95603
ELIZABETH DUEYSACALXOT		1875 CALLOWAY CIR	AUBURN CA 95603
ELIZABETH JOY MURSCHEL		2210 COUNTRY VILLA CT	AUBURN CA 95603
ELIZABETH L JONES		1840 CALLOWAY CIR	AUBURN CA 95603
ELIZABETH R BENTLEY		6750 ESTATES CT	AUBURN CA 95602
ELLEN J TUCCIARONE		2211 COUNTRY VILLA CT	AUBURN CA 95603
ELMER M BAXTER		8301 BAXTER GRADE RD	COLFAX CA 95603
ELMER MICHAEL BAXTER		4674 ROLLING OAKS DR	GRANITE BAY CA 95746 6095
ELVA L WHYTE		2272 CORRAL DR	AUBURN CA 95603
EMERSON W & JOYCE F ROBERT		1653 TULIP CIR	AUBURN CA 95603
EMIL & PATRICIA AUGSTBURGER		1477 LOVE WAY	AUBURN CA 95603
EMILIE LASHELL-HORNER		12535 CRIMSON CT	AUBURN CA 95603
ENRICO JOHN & CRISTINA AMALI PUCCIONI		12403 HOMESTEAD WAY	AUBURN CA 95603
EREP AUBURN VILLAGE I LP	C/O EPIC REAL ESTATE PARTNERS LLC	515 CONGRESS AVE #1950	AUSTIN TX 78701 3524
ERIC & NICOLE LOPEZ		1920 BANDOS LN	AUBURN CA 95603
ERIC D MCNABB		12550 WINDMILL WAY	AUBURN CA 95603
ERIC EUBANKS		4855 WINDING WAY	AUBURN CA 95602
ERIC J & KATELIN E HOLMES		12550 FLORADALE LN	AUBURN CA 95603
ERIC KLUSMAN		12590 ERIN DR	AUBURN CA 95603
ERIC M & NICOLE J RUBIO		1060 FOX RUN CT	AUBURN CA 95603
ERIC R & MARGARET A SOUTHWORTH		3091 OLD POST LN	AUBURN CA 95603
ERICA NEDLEY		P O BOX 584	LONE GROVE OK 73443
ERICH PARKS		2832 STEVENS DR	AUBURN CA 95602
ESPERANCA PINGUELO		1348 WESLEY LN	AUBURN CA 95603
ESPINOZA GERMANIA J & SANDOVAL DESSIE D JARAMILLO		935 MATSON DR	AUBURN CA 95603
ESTELLA D RUBIO		1220 MATSON DR	AUBURN CA 95603
ESTHER SANCHEZ ESPINOZA		3562 OPAL DR #1	AUBURN CA 95602
EUGENE & DOLORES RAY		P O BOX 8139	AUBURN CA 95604 8139
EUGENE D & CONNIE J NATALI		2547 CREW CT	AUBURN CA 95603
EUGENE F & VERA L PRATT		4459 DESERT HILLS DR	SPARKS NV 89436
EUGENE H & PATRICIA A GALLAGHER		38 LUCAS PARK DR	SAN RAFAEL CA 94903
EVAN R & LAURA L MINARD		599 MILL RD	AUBURN CA 95603 3118
EVELYN & LARRY L GRAY		2540 GRASS VALLEY HWY	AUBURN CA 95603
EVERETT BUTTS		857 MATSON DR	AUBURN CA 95603
EVERETT N RETALLACK		12460 CELESTIAL WAY	AUBURN CA 95603
F & ANNABELLE P MATLOCK CHARLES		12333 PEPPERWOOD CIR	AUBURN CA 95603
F A & JANICE L STONEBRAKER		2250 WILDBERRY LN	AUBURN CA 95603
FAY COOLEY HUGHES LAURA		1577 COTTONWOOD CIR	AUBURN CA 95603
FELIX & SYLVIA OLIVEROS		12652 PRINCETON DR	AUBURN CA 95603
FERNANDO L & DELORES M ANDRADE		150 DANIELS DR	AUBURN CA 95603 3133
FIDEL & BETTY ZAMORA		2540 GRASS VALLEY HWY	AUBURN CA 95603
FIONA HALOG		6287 VIEW RIDGE DR	AUBURN CA 95602
FIRST ASSEMBLY OF GOD		P O BOX 5546	AUBURN CA 95604
FLORENCE E WHITNEY		2213 COUNTRY VILLA CT	AUBURN CA 95603
FLORENCE HOLT		2508 SULLIVAN DR	AUBURN CA 95603
FRANK & BARBARA J KEE	C/O HUBER PROPERTY MGMT	1222 HIGH ST	AUBURN CA 95603
FRANK D & REBECCA S DOMEIER		12975 CARRINGTON CT	AUBURN CA 95603
FRANK G & SHARRON K FULLER		1345 WESLEY LN	AUBURN CA 95603
FRANK J PIZZINELLI		1145 LEA DR	NOVATO CA 94945 3305
FRANK J VITA		1425 WIMBLEDON DR	AUBURN CA 95603
FRANK M & REBECCA L MULLER		4705 VANDERBILT DR	SAN JOSE CA 95130
FRANK P & KATHLEEN A SCHMIDIG		12940 CARRINGTON CT	AUBURN CA 95603
FRANK W & COLLEEN K HENDERSON		12311 HOMESTEAD WAY	AUBURN CA 95603
FRANKLIN D & JUNE C HAMPTON		1229 TAYLOR LN	AUBURN CA 95603
FRED B HOBBS		2840 LEEDS CT	AUBURN CA 95603
FRED I JOHNSON		3955 MINNESOTA AVE	FAIR OAKS CA 95628
FRED O RELAFORD		1935 CALLOWAY CIR	AUBURN CA 95603
FRED W & GINNY M DOSTER		12580 CRIMSON CT	AUBURN CA 95603
FREDERIC L GABBARD		13460 HWY 8 #123	LAKESIDE CA 92040
FREDERICK J & JANET M WHITTINGTON		13505 VIA DEL SOL	AUBURN CA 95602
FREDERICK SANCHEZ		1545 COTTONWOOD CIR	AUBURN CA 95603
FREDRICK BARTON RUUD		843 SIERRA VIEW CIR	AUBURN CA 95603
FRENTZEN TRACY A & SORENSEN ROBERT H TR		1590 CORNELL WAY	AUBURN CA 95603
FRIEDA H VAUGHAN		9400 SHANLEY LN	AUBURN CA 95603
FRIEDA M KODL		P O BOX 190	AUBURN CA 95604
FRUITION INVESTMENTS GROUP LLC		15071 WOLF RIDGE CT	GRASS VALLEY CA 95949
GABRIEL V BELLOTTI		12545 OUT OF THE WAY PL	AUBURN CA 95603
GABRIELLE B LANDRUM		2587 SULLIVAN DR	AUBURN CA 95603
GAIL EASTER		1880 CANAL ST	AUBURN CA 95603
GARY & EDWARDS TERI OLIVER		2504 SIERRA SHADOWS PL	AUBURN CA 95603
GARY & PANFILA LYON		2380 BEAN RD	AUBURN CA 95603
GARY & PATRICIA EDLUND		12465 LADD LN	AUBURN CA 95603
GARY A & SHARON C PAGE		1365 RACQUET CLUB DR	AUBURN CA 95603
GARY ALLEN & LITA JEANNETTE HUBBARD		12490 NELSON DR	AUBURN CA 95603
GARY C & ROSEMARY TANKO		2017 PRADO VISTA	LINCOLN CA 95648 7948
GARY D & BARBARA D WEIMER		1422 TAN OAK WAY	AUBURN CA 95603
GARY E & LINDA M ANDERSON		13923 GARDEN BAR RD	GRASS VALLEY CA 95949
GARY E GOTHTRICK		12004 HEMLOCK DDR	AUBURN CA 95603

GARY G & JANET K KOVALCHIK		12617 PRINCETON DR	AUBURN CA 95602
GARY L SINZ		1811 TRACY LN	AUBURN CA 95603
GARY L VOGT		2945 BELL RD #150	AUBURN CA 95603
GARY T & JANIS L BAKER		12436 DIVOT LN	AUBURN CA 95603
GAYNE S NAKANO		850 SIERRA VIEW CIR	AUBURN CA 95603
GENE R & GEORGIA G SCHROEDER		2540 GRASS VALLEY HWY #80	AUBURN CA 95603
GENEVA L BARKER		304 HAMMOND DR	AUBURN CA 95603
GEORGE & ANGELA ATTEBERRY		2805 LEEDS CT	AUBURN CA 95603
GEORGE B & MICHELLE BENGSTON		910 CENTENNIAL CT	AUBURN CA 95603
GEORGE COX		2110 PEAR DR	AUBURN CA 95603
GEORGE D DUFF		P O BOX 5760	AUBURN CA 95604
GEORGE E ADLE		2222 COUNTRY VILLA DR	AUBURN CA 95603
GEORGE H FREULER		12974 ERIN DR	AUBURN CA 95603
GEORGE J & SHABAN DIANA JENNIE CORDODOR		12680 TOWN VIEW DR	AUBURN CA 95603
GEORGE JACKSON		1445 LOWE LN	AUBURN CA 95603
GEORGE L TWARDUS		858 FIDDLER GREEN CT	AUBURN CA 95603
GEORGE N & DEBORAH S KEYSTON		P O BOX 4120 #36167	PORTLAND OR 97208 4120
GEORGE N & PATRICIA A MECHAM		14395 RIVA RIDGE CIR	AUBURN CA 95602
GEORGE S & DEIRDRE G SHAW		6344 MCKEON PONDEROSA	FORESTHILL CA 95631
GEORGE T & MARY HALBROOK PRESTON		12311 HIDDEN MEADOWS CIR	AUBURN CA 95603 3580
GEORGE W BAMBER		15185 CHATTERING PINES RD	GRASS VALLEY CA 95945
GERALD D & CHRISTINA M KING		12365 KRISTA LN	AUBURN CA 95603
GERALD L & KERI A ROSE		1390 RACQUET CLUB DR	AUBURN CA 95603 3024
GERALDINE MARTIN		1566 RADCLIFFE WAY	AUBURN CA 95603
GERDA PERCIVAL		12655 TOWN VIEW DR	AUBURN CA 95603
GINA RENEE	C/O NIECE FAMILY	806 SPOTTED PONY LN	ROCKLIN CA 95765
GLORIA A MULSOW		12668 PRINCETON DR	AUBURN CA 95603
GLORIA DYKSTRA		1400 WIMBLEDON DR	AUBURN CA 95603
GLORIA J GRIMM		1855 CALLOWAY CIR	AUBURN CA 95603
GLYNETH G CASSIDY		P O BOX 492	AUBURN CA 95604
GOLDA B CLENDENIN		920 MATSON DR	AUBURN CA 95603
GOLDEN CHAIN LIMITED PARTNERSHIP	C/O MISKINNIS NOREENE	2441 STAFFORD RD	THOUSAND OAKS CA 91361 5034
GORDON BRIAN & TERRI L HESSER		1760 CANAL ST	AUBURN CA 95603
GORDON O TOFTNER		1337 WESLEY LN	AUBURN CA 95603 2959
GRACE TRACY & GRACE JAMES		1040 TEAL CT	AUBURN CA 95603
GRACIELA R MATA		P O BOX 6546	AUBURN CA 95604
GRANITE POINT PROPERTIES LLC		8000 SHELBORNE DR	GRANITE BAY CA 95746
GRANT BROWN & PATRICIA SHAW		12980 CREEKVIEW CT	AUBURN CA 95603
GRANT D HENDERSON		1429 WESLEY LN	AUBURN CA 95603
GRANT H & KARRIE L CARMICHAEL		5955 VIRGINIATOWN RD	NEWCASTLE CA 95658
GREG A & DEBRA L PERRY		12845 ERIN DR	AUBURN CA 95603
GREG S & DIANE H TAGGE		1885 CANAL ST	AUBURN CA 95603 2802
GREGORY & RIKKI SORCI		12475 LEEDS DR	AUBURN CA 95603
GREGORY A KENDRICK		2536 SULLIVAN DR	AUBURN CA 95603
GREGORY C & SUSAN R KRACKE		PO BOX 992	NEWCASTLE CA 95658
GREGORY R TRENCH		12355 REBA RD	AUBURN CA 95603
GREGORY V SCHULTZ		1035 FOX RUN CT	AUBURN CA 95603
GREGORY W & CARLA C BLANEY		2020 BANDOS LN	AUBURN CA 95603
GUY R GIBSON	C/O GIBSON & GIBSON	100 ESTATES DR	ROSEVILLE CA 95678
HADRIAN MCCOY		12417 DIVOT LN	AUBURN CA 95603
HALLE PROPERTIES LLC	C/O DEPT 1100	20225 SCOTTSDALE RD	SCOTTSDALE AZ 85255
HAROLD & GAY M BONNER		1355 WESLEY LN	AUBURN CA 95603
HARRY A & CHARLOTTE A POWELL		PO BOX 4047	AUBURN CA 95604 4047
HARRY J & SANDRA A BLOOMDALE		962 ROSENE CT	AUBURN CA 95603
HARRY SLUSHER		12203 HEMLOCK DR	AUBURN CA 95603
HARVEY B EISLEY		12450 LEEDS DR	AUBURN CA 95603
HARVEY ENTERPRISES LP		21393 SUNNYSIDE LN	GRASS VALLEY CA 95949
HAWKINS CONSTRUCTION AND DESIGN INC		P O BOX 7845	AUBURN CA 95604
HEALING HANDS WELLNESS CENTER LLC	C/O PERRY HEATHER L	3275 FORTUNE CT	AUBURN CA 95602
HEATHER ANN WILSON		1727 LILAC LN	AUBURN CA 95603
HEATHER SCHELSKE		1415 OAK RIDGE WAY	AUBURN CA 95603
HENRY C STOCKTON		2820 LEEDS CT	AUBURN CA 95603
HENRY P & BARBARA C NOMURA		12566 OUT OF THE WAY PL	AUBURN CA 95603
HENRY R & DIANE E MARKUS		2543 PACER PL	AUBURN CA 95603
HENRY Y & BONNIE J MILLER		11804 KEMPER OAKS CT	AUBURN CA 95603
HERBERT C & SYDNE A WILSON		1865 CALLOWAY CIR	AUBURN CA 95603
HERITAGE OAK PROFESSIONAL CENTER LLC		26010 SWEET RD	GRASS VALLEY CA 95949
HIDEO RAY & IRENE H YAMASAKI		1130 HUMBUG WAY	AUBURN CA 95603
HOKE TREVOR M & HOKE HELEN L		1773 TRACY LN	AUBURN CA 95603
HOLIDAY JOHNSTON		1360 RACQUET CLUB DR	AUBURN CA 95603
HOME FRONT INVESTORS INC	C/O ARRABIT	18590 RAINBOW RIDGE RD	MEADOW VISTA CA 95722
HOWARD & TANN KANNITHA PHOU		11025 GRASS VALLEY RANCH RD	GRASS VALLEY CA 95945
HOWARD PAUL HUTCHISON		P O BOX 3053	AUBURN CA 95604
HUGH R SLAYDEN		1666 LILAC LN	AUBURN CA 95603
HUI LING WEI & QUI VINH LUU		520 AUBURN RAVINE RD	AUBURN CA 95603
HWY 49 INDUSTRIAL PARK LLC		2145 GRASS VALLEY HWY	AUBURN CA 95603
IAN MC NAMARA		5185 CEDAR RIDGE DR	AUBURN CA 95602
IAN R AITKEN		1485 OAKRIDGE WAY	AUBURN CA 95603
IDM ENDEAVORS LLC		3240 PROFESSIONAL DR	AUBURN CA 95602
ILAH M EVERETT		12310 PEPPERWOOD CIR	AUBURN CA 95603
IN DEPTH BUILDING LLC		232 NUNZIA CT	ROSEVILLE CA 95661
INTERNATIONAL UNION OF OPERATING ENGINEERS	STATIONARY ENGINEERS LOCAL 39	1620 MARKET BLVD	SACRAMENTO CA 95834
IRMGARD M COLL		1120 SLADE LN	AUBURN CA 95603

IRVING EASTMAN		1601 ALDER CIR	AUBURN CA 95603
ISAIAH BLACKMUN		PO BOX 1383	COLFAX CA 95713
ISAIAH & JAMI L FLORES		12645 PRINCETON DR	AUBURN CA 95603
JABEZ HOUSE LLC	C/O CAVENDER KIM	8300 EAST RD	POTTER VALLEY CA 95469
JACK & BARBARA SCHORI		12411 HOMESTEAD WAY	AUBURN CA 95603
JACK L & JACQUELINE Y RHOADES		10208 VAN RIPER LN	NEWCASTLE CA 95658
JACK R & STACIE M DOEBLER		2435 COTTAGE DR	AUBURN CA 95603
JACKIE D TULLIS		1575 WIMBLEDON DR	AUBURN CA 95603
JACQUELYN D & WARREN R HUBBARD		1450 WESLEY LN	AUBURN CA 95603
JAESON & CHELSEA L TEPPOLA		1420 WESLEY LN	AUBURN CA 95603
JAMES & CATHERINE M SANDY		12844 ERIN DR	AUBURN CA 95603
JAMES & ELIZABETH DAVIES		12399 NEW AIRPORT RD	AUBURN CA 95603
JAMES & SARAH ANDERBERG		P O BOX 4240	AUBURN CA 95604 4240
JAMES A & HOUSTON JULIANE M GRAY		1001 LEAH CT	AUBURN CA 95603
JAMES A & WEGNER BARBARA J BRODERICK		1209 TAYLOR LN	AUBURN CA 95603
JAMES A HAVEN		2238 COUNTRY VILLA CT	AUBURN CA 95603
JAMES ALLISON		1090 MATSON DR	AUBURN CA 95603 3010
JAMES AND HELEN MCCORMICK		12340 PEPPERWOOD CIR	AUBURN CA 95603
JAMES BISH		8121 GOLDEN VISTA WAY	ANTELOPE CA 95843
JAMES C & BETH B LANTZ		10573 ROCK VIEW CT	AUBURN CA 95602
JAMES C & KATHRYN L SMITH		185 COLONIAL DR	AUBURN CA 95603
JAMES C & SUSAN J JESSEE		2698 EMMET DR	AUBURN CA 95603
JAMES D & MICHELLE ALLARD		1715 LILAC LN	AUBURN CA 95603
JAMES E & ANDREA C RUSNAK		2216 COUNTRY VILLA CT #37	AUBURN CA 95603
JAMES E & ELIZABETH J CUNNINGHAM		1491 CRYSTAL SPRINGS RD	AUBURN CA 95603
JAMES E & MARY K ELSIE		1752 TRACY LN	AUBURN CA 95603
JAMES E & PATRICIA D YEOMANS		2280 GRASS VALLEY HWY #339	AUBURN CA 95603
JAMES E BULGER		1565 WIMBLEDON DR	AUBURN CA 95603
JAMES H DURFEE		2619 EMMET DR	AUBURN CA 95603
JAMES H N & DEBRA J RIBONI		12720 LUTHER RD	AUBURN CA 95603 3651
JAMES L PORTEN		2200 WILDBERRY LN	AUBURN CA 95603
JAMES L WILBUR	WILBUR NORMA J	11879 KEMPER RD #2	AUBURN CA 95603
JAMES M & DONNA J CARVER		2609 EMMET DR	AUBURN CA 95603
JAMES M & STEPHANIE A BEAN		P O BOX 548	MEADOW VISTA CA 95722
JAMES P & AILEEN M NORTON		12218 HEMLOCK DR	AUBURN CA 95603
JAMES P & KATHLEEN C DUBOIS		12726 LUTHER RD	AUBURN CA 95603
JAMES P & MARJORIE A TENNEY		2504 SULLIVAN DR	AUBURN CA 95603
JAMES PAUL BRENNAN		11837 KEMPER RD #3	AUBURN CA 95603
JAMES R & EVELYN FLATHMANN		5227 MORNINGSIDE AVE	AUBURN CA 95603
JAMES R & JODI M SUTTON		11725 ATWOOD RD	AUBURN CA 95603
JAMES R & MONA M KEADY		1605 CORNELL WAY	AUBURN CA 95603
JAMES R AGEE		1118 RACQUET CLUB DR	AUBURN CA 95603
JAMES ROBERT HITCHCOCK		12530 MEADOWS CT	AUBURN CA 95603
JAMES ROY & CAROL WEST		12551 MEADOWS CT	AUBURN CA 95603
JAMES S & CATHERINE L LAZAR		12060 PEREGRINE WAY	AUBURN CA 95603
JAMES T MULLENIX		1980 CANAL ST	AUBURN CA 95603
JAMES W & CLAUDIA J BEGGS		12950 CREEKVIEW CT	AUBURN CA 95603
JAMES W & IMOJEAN KELLY		1628 SPRUCE CT	AUBURN CA 95603
JAMES W & PATRICIA J HOLMES		3641 BELL RD	AUBURN CA 95603
JAN M & WILLIAM R LANGTRY		865 COLE RD	MEADOW VISTA CA 95722
JANE A SMITH		1184 PHYLLIS LN	AUBURN CA 95603
JANE E RHODES		13220 ERIN DR	AUBURN CA 95603
JANE F & JOSEPH DUNCAN		12446 DIVOT LN	AUBURN CA 95603
JANE H LIFE WOODSON	C/O MCDONALD BRUCE R	2975 BLACK OAK RD	AUBURN CA 95602 9333
JANE M & JOHN D DUNLAP		10430 DILLON CIR	NEWCASTLE CA 95658
JANE V PFLUGHAUPT		6583 DEER HOLLOW CT	SAN JOSE CA 95120
JANET H INGRAM		12002 HEMLOCK DR	AUBURN CA 95603
JANET L CENTRELLA		13240 ERIN DR	AUBURN CA 95603
JANET M & DENNIS W JONES		1744 LILAC LN	AUBURN CA 95603
JANET R PATTEN		11250 JOEGER RD	AUBURN CA 95603
JANICE A RICCI		12808 ERIN DR	AUBURN CA 95603
JANICE S BEYER-ERICKSON		1305 RACQUET CLUB DR	AUBURN CA 95603
JANIS L BRANDON		1061 SIERRA VIEW CIR	AUBURN CA 95603
JARED P MICKEL		1036 OAK RIDGE WAY	AUBURN CA 95603
JARROD & ROSE A BAUER		12505 TOWN VIEW DR	AUBURN CA 95603
JARROD SECOLA		12407 DIVOT LN	AUBURN CA 95603
JASON C & WACHS KATRINA C WORDEN		12416 OAK LEAF CT	AUBURN CA 95603
JASON M BREEDLOVE		1260 HARMONY LN	AUBURN CA 95603
JASON S & ASTON CHARLOTTE K LONG		1230 TAYLOR LN	AUBURN CA 95603
JASON T & COURTNEY L PORTLOCK		12400 ERIN DR	AUBURN CA 95603
JASWINDER K KANDOLA		1210 EVERGREEN PL #31	AUBURN CA 95603
JAY & SELTZER JANET M CRAVAGAN		1435 THOUSAND OAKS BLVD	ALBANY CA 94706
JAYNE K GRUBER		1345 RACQUET CLUB DR	AUBURN CA 95603
JB DEVELOPMENT LLC		3911 BLATTELLA LN	FRESNO CA 93727
JCC INTERNATIONAL LLC		129 RANCHO CIR	AUBURN CA 95603
JEAN & VERONICA JANE CORNU		11805 KEMPER OAKS CT	AUBURN CA 95602
JEAN A VAN BUSKIRK		2540 GRASS VALLEY HWY #47	AUBURN CA 95603
JEAN M HAGUE		11675 KEMPER RD	AUBURN CA 95603
JEANETTE BROCK		1960 BANDOS LN	AUBURN CA 95603
JEANETTE M REESE		P O BOX 1145	TAHOE CITY CA 96145
JEANNE L FITZGERALD		2630 BLACK OAK RD	AUBURN CA 95602
JEANNINE L HELVESTON		1515 TULIP CIR	AUBURN CA 95603
JEFF & AMY KOENEN SUMMERS		1480 CRYSTAL SPRINGS RD	AUBURN CA 95603

JEFF D & JACLYN R BEAUMONT	12535 TOWN VIEW DR	AUBURN CA 95603
JEFF G & SUSAN F BIRKHZOLZ	1735 VISTA DEL MONTE	AUBURN CA 95603
JEFFERY A & CYNTHIA J LANE	12600 CREEKVIEW DR	GRASS VALLEY CA 95949
JEFFERY DENNIS & KAMBREE DAWN SMITH	1315 WESLEY LN	AUBURN CA 95603
JEFFERY T & VICKI G WILKIE	1494 OAK RIDGE WAY	AUBURN CA 95603
JEFFREY & CONRADKLEESCHULTE JULIE KLEESCHULTE	5244 WATER LILY LN	ROCKLIN CA 95677 3549
JEFFREY & ELAINE GUYON	2562 CREW CT	AUBURN CA 95603
JEFFREY & MICHAEL MARKOV	12413 TAM O SHANTER LN	AUBURN CA 95603
JEFFREY ARNOLD	847 SIERRA VIEW CIR	AUBURN CA 95603
JEFFREY B THOMAS	1430 WIMBLEDON DR	AUBURN CA 95603
JEFFREY C BOLES	1598 CORNELL WAY	AUBURN CA 95603
JEFFREY DAVID WOOD	1045 FOX RUN CT	AUBURN CA 95603
JEFFREY F DUTRA	220 SACRAMENTO ST	AUBURN CA 95603 5032
JEFFREY L & ELIZABETH A ALLBRIGHT	13235 BEL AIR RD	AUBURN CA 95603
JEFFREY LEE SCOTT & MARY MEGAN COLTON	2410 COTTAGE DR	AUBURN CA 95603
JEFFREY O & ESTELA WHAMOND	1340 MATSON DR	AUBURN CA 95603 3014
JEFFREY R MILLER	2685 BURGARD	AUBURN CA 95603
JENNIFER & GLEBA SCOTT BETTERIDGE	1440 LOWE LN	AUBURN CA 95603
JENNIFER & NAMANNY SEAN HACKER	1433 WESLEY LN	AUBURN CA 95603
JENNIFER & STEVEN TERRELL	4800 AUBURN FOLSOM RD #12	LOOMIS CA 95650
JENNIFER CURRIE	1400 OLD AIRPORT RD	AUBURN CA 95603
JENNIFER L & ANDREW DOUGHTY	1454 LOWE LN	AUBURN CA 95603
JENNIFER L FORBES	1590 WIMBLEDON DR	AUBURN CA 95603 3028
JENNIFER LEA MEINERS	2007 COUNTRY VILLA DR	AUBURN CA 95603
JENSEN F & JADE CHENG	5660 KATELLA AVE #100	CYPRESS CA 90630
JERALDINE M NEELEY	12749 ERIN DR	AUBURN CA 95603
JERE LEE & BONNIE SUE GOODING	1333 WESLEY LN	AUBURN CA 95603
JEREMY J & KATHLEEN GERLACH	12483 HYDE PARK LN	AUBURN CA 95603
JEREMY TYLER & HEATHER CORRINE MAUEL	1188 RACQUET CLUB DR	AUBURN CA 95603
JERI L REINHARDT	925 CENTENNIAL CT	AUBURN CA 95603
JEROLD DELWIN TULLER	1680 WIMBLEDON DR	AUBURN CA 95603
JEROME L STROM	13057 LA CRESTA DR	LOS ALTOS HILLS CA 94022
JERRY & ALYSA JOHNSON	17211 WINCHESTER CLUB DR	MEADOW VISTA CA 95722
JERRY L & NORMA L GORDON	1633 SPRUCE CT	AUBURN CA 95603
JERRY R CAMPBELL	1291 WESLEY LN	AUBURN CA 95603
JESS M & DOLA A TORRES	2801 WRENDALE WAY	SACRAMENTO CA 95821 4307
JESSE J & DAWN R BATRES	12407 HOMESTEAD WAY	AUBURN CA 95603
JESSE J & SARAH A JOHNSON	1915 VISTA DEL LAGO	AUBURN CA 95603
JESSE J JOHNSON	1915 VISTA DEL LAGO	AUBURN CA 95603
JESSE JEROME & APRIL NOVA HIDALGO	1571 CORNELL WAY	AUBURN CA 95603
JESSICA YOUNG	1547 RADCLIFF WAY	AUBURN CA 95603
JILL KIICK	1415 LOWE LN	AUBURN CA 95603
JIMMIE A & JANAE R DIAZ	13011 ERIN DR	AUBURN CA 95603
JIMMIE E & ELLEN J STEPHENS	2512 SULLIVAN DR	AUBURN CA 95602
JIMMY DALE & VERONICA MARIE MULLENIX	12644 PRINCETON DR	AUBURN CA 95603
JIMMY LOUIS	3257 PROFESSIONAL DR #F	AUBURN CA 95602 2460
JO ANN FERREIRA	1911 HILLCREST DR	NEWCASTLE CA 95658
JO NELL KERN	12346 PEPPERWOOD CIR	AUBURN CA 95603
JO POLLOCK	2237 COUNTRY VILLA CT	AUBURN CA 95603
JOAN BEACH	12986 ERIN DR	AUBURN CA 95603
JOAN L ZUSPAN	2649 EMMET DR	AUBURN CA 95603
JOAN R WELSH	1856 MICHAEL LN #1	FORT COLLINS CO 80526 1698
JOANNA JOHANSEN	12423 JEREMIAH DR	AUBURN CA 6603
JOANNA MORRILL	4430 GAMBAAH DR	AUBURN CA 95602
JOANNE CAROL KOENEN	1460 CRYSTAL SPRINGS RD	AUBURN CA 95603
JOANNE JOHNSON	12773 ERIN DR	AUBURN CA 95603
JOANNE L SMITH	2540 GRASS VALLEY HWY	AUBURN CA 95603
JOAQUIN G HERNANDEZ	2080 BANDOS LN	AUBURN CA 95603
JODH SINGH & PARVINDER KAUR SANGHA	2640 HEARTHSIDE WAY	ROSEVILLE CA 95747 8873
JOEL & CHERYL ARBAUGH	12815 MOTT WAY	AUBURN CA 95603
JOEL L & STEVEN H JIMENEZ	1709 LILAC LN	AUBURN CA 95603
JOHN & CANDI GIMROTH	11827 KEMPER OAKS CT	AUBURN CA 95603 9582
JOHN & GAIL DUTTO	12440 LEEDS DR	AUBURN CA 95603
JOHN & HEIDI RIETJENS	403 GOLD ST	AUBURN CA 95603
JOHN & JANE COSGROVE	2174 LANGTREE DR	ROSEVILLE CA 95747 8826
JOHN & ROSETTA CULLEN	11 GOTHIC DR	NOVATO CA 94947
JOHN & WENDY SHINGLE	389 HUNTLEY AVE	AUBURN CA 95603
JOHN A & ROBIN L MECHURA	125 HAVEN DR	DALY CITY CA 94014
JOHN C CRANSTON	1172 SLADE LN	AUBURN CA 95603
JOHN D & CINDI A QUINONEZ	2945 BELL RD #146	AUBURN CA 95603
JOHN DUNCAN	11403 TORREY PINES DR	AUBURN CA 95602 8014
JOHN E & DEBRA L HOW	12367 PEPPERWOOD CIR	AUBURN CA 95603
JOHN E LUTZ	12245 DYER CT	AUBURN CA 95603 2821
JOHN F & KAREN WORMUTH	P O BOX 4166	AUBURN CA 95604
JOHN F & MICHELLE L PRETASKY	2315 COTTAGE DR	AUBURN CA 95603
JOHN F ROMPALA	1407 LOVE WAY	AUBURN CA 95603
JOHN G & LISA E WIEBELHAUS	591 MILL RD	AUBURN CA 95603
JOHN G & SHIRLEY A WEBB	12736 ERIN DR	AUBURN CA 95603
JOHN H & JUDY G PONTIUS	2815 LEEDS CT	AUBURN CA 95603
JOHN H & PATRICIA E JENSEN	11140 MEADOW BROOK DR	AUBURN CA 95602
JOHN J & LAURA MCGUIRE	P O BOX 4072	AUBURN CA 95604 4072
JOHN J & SANDRA R KNIERIM	11612 134TH AVE	PUYALLUP WA 98374
JOHN K WILSON	1635 WIMBLEDON DR	AUBURN CA 95603 3027
	C/O J DUTRA PROPERTIES	
	C/O CHEVYS INC ATTN: PROP TAX DEPT	

JOHN L & DORENE KIDD		PO BOX 4343	AUBURN CA 95604
JOHN L & KRISTINE A QUALLS		2612 SULLIVAN DR	AUBURN CA 95603
JOHN LANNON & ALAINA JAYNE ROSS		12962 ERIN DR	AUBURN CA 95603
JOHN M & MARY M SCHUG		13025 CREEKVIEW CT	AUBURN CA 95603
JOHN M & SUZANNE E CREECH		1263 WESLEY LN	AUBURN CA 95603
JOHN MARK & JAN D WEST		12737 LUTHER RD	AUBURN CA 95603
JOHN O & KAREN K CLAUSEN		P O BOX 8095	AUBURN CA 95604
JOHN P & DORIS C REIMER		12341 HOMESTEAD WAY	AUBURN CA 95603
JOHN P & JUDY Y HAUSER		1419 HILL DR	LOS ANGELES CA 90041
JOHN P & LYNDA DOUGHERTY		1260 MATSON DR	AUBURN CA 95603
JOHN P CASPER	C/O CBM	1010 RACQUET CLUB DR #103	AUBURN CA 95603
JOHN R & BECKI D JACOBS		PO BOX 6077	AUBURN CA 95604
JOHN R & DIANE ELIZABETH ARNS		2280 GRASS VALLEY HWY #281	AUBURN CA 95603 2536
JOHN R & JACKIE KAY ERB		2639 EMMET DR	AUBURN CA 95603
JOHN R BENNETT		PO BOX 1211	GUALALA CA 95445
JOHN S & LUCILLE M Mlakar		12455 ERIN DR	AUBURN CA 95603
JOHN SALVATORE & DONNA RAE LANDI		13552 MYSTIC MINE RD	NEVADA CITY CA 95959
JOHN SELTZER		231 CHESTNUT AVE	PALO ALTO CA 94306
JOHN T & DAWN RINEER		PO BOX 442	DARBY MT 59829
JOHN VALEU		1452 LOVE WAY	AUBURN CA 95603 3034
JOHN W & BEVERLY H ROCKWOOD		2596 SULLIVAN DR	AUBURN CA 95603
JOHN W & JUANITA R DROGHEI		2540 HWY SPACE #79	AUBURN CA 95603
JOHN W & VICKIE L MORGAN		1148 PHYLLIS LN	AUBURN CA 95603
JOHN WARREN & MARLENE JUNE DYER		1535 TULIP CIR #74	AUBURN CA 95603
JOLIE M HUSTON		1335 DEERWOOD PL	AUBURN CA 95603
JON A ERICKSON		12307 HIDDEN MEADOWS CIR	AUBURN CA 95603
JON A ERICKSON		3257 PROFESSIONAL DR #B	AUBURN CA 95603
JONATHAN D & KIMBERLY L OATES		1382 LOVE WAY	AUBURN CA 95603
JONATHAN M & BETH R DIETRICH		1130 SUMMER RIDGE CT	AUBURN CA 95603
JONATHAN R & MICHELLE D FREED		3180 BELL RD	AUBURN CA 95603
JORDAN M & ASHLEY M PATCH		1479 RADCLIFFE WAY	AUBURN CA 95603
JOSEPH & CHERYL RANALLA		1677 EAGLE ROCK	PRESCOTT AZ 86301
JOSEPH & JOYCE TUOTO		2236 COUNTRY VILLA CT	AUBURN CA 95603
JOSEPH & MADELEINE CARROLL FERRO		1920 CANAL ST	AUBURN CA 95603
JOSEPH A & MARGARET I KNAPP		13022 ERIN DR	AUBURN CA 95603
JOSEPH C THEIS		13045 CREEKVIEW CT	AUBURN CA 95603
JOSEPH D & KIMBERLY L HALLER		1490 CRYSTAL SPRINGS RD	AUBURN CA 95603
JOSEPH E & MARTHA I TERMINE		1282 OAK RIDGE WAY	AUBURN CA 95603
JOSEPH E MONTOYA		1280 MATSON DR	AUBURN CA 95603
JOSEPH E SCARBROUGH		1812 TRACY LN	AUBURN CA 95603
JOSEPH F & FAYE BRUNO		2070 CANAL ST	AUBURN CA 95604
JOSEPH F & JENNA L CARLSON		1196 OAK RIDGE WAY	AUBURN CA 95603
JOSEPH H & MARY ANN MARMAN		1885 CALLOWAY CIR	AUBURN CA 95603
JOSEPH H BAKER		PO BOX 71	LOOMIS CA 95650
JOSEPH L & LYNETTE W MEDEIROS		2542 CREW CT	AUBURN CA 95603
JOSEPH R & PATRICIA J WOOD		611 BIG BEND DR	PACIFICA CA 94044 3857
JOSEPH R DEVEREUX		905 MATSON DR	AUBURN CA 95603
JOSEPHINE MORALES		P O BOX 4995	AUBURN CA 95604
JOSHUA & TERA MAXWELL		13046 ERIN DR	AUBURN CA 95603
JOSHUA C & JESSICA M WEST		1011 SIERRA VIEW CIR	AUBURN CA 95603
JOSHUA C & KIMBERLY M DINSMORE		2191 GRIFFITH LN	PENRYN CA 95663
JOSHUA D & EMMA R HANTMAN		2845 LEEDS CT	AUBURN CA 95603
JOSHUA HUBER		1722 TRACY LN	AUBURN CA 95603
JOSINA W VANWARMERDAM		2530 PACER PL	AUBURN CA 95603
JOYCE M & MICHAEL A HEBERT		13141 ATHENA WAY	AUBURN CA 95603
JOYCE R & WILLIAM K SCHULTZ		11275 SHADOW MOUNTAIN WAY	AUBURN CA 95602
JOZSEF E & SHERI KASZA		1905 CANAL ST	AUBURN CA 95603
JPMORGAN CHASE BANK	C/O INDUSTRY CONSULTING GROUP	P O BOX 1919	WICHITA FALLS TX 76307
JUANITA DURAN		1695 LILAC LN	AUBURN CA 95603
JUAN-JOSE & MIREN DANIELLA R GUZMAN		1572 CORNELL WAY	AUBURN CA 95603
JUDD & BARBARA G MUSKAT		2626 SULLIVAN DR	AUBURN CA 95603
JUDITH & CLARK TERRY J HOOPER	C/O HEIRS OF HOOPER	10452 DON PICO RD	SPRING VALLEY CA 91978 1020
JUDITH HILGENBERG		1840 CANAL ST	AUBURN CA 95603
JUDY HAMILTON		2580 SULLIVAN DR	AUBURN CA 95603
JUDY SCHREDL		7251 MOUNT VERNON RD	AUBURN CA 95603
JULI JOHNSTON MATTA		23418 ROLLING HILLS CT	AUBURN CA 95602
JULIA A HARRISON		12511 MEADOWS CT	AUBURN CA 95603 6304
JULIA B BELL		11705 JONES ST	AUBURN CA 95603
JULIE CASTAGNA		1570 WIMBLEDON DR	AUBURN CA 95603
JULIE DAVIES		12637 PRINCETON DR	AUBURN CA 95603
JULIE E & JOSEPH A FRALICK		2528 SULLIVAN DR	AUBURN CA 95603
JUNE E GILLAM		12510 DENNIS CT	AUBURN CA 95603
JUNE OE		12785 LUTHER RD	AUBURN CA 95603
JUSTIN BON & SUSAN VERA SCOTT		867 SIERRA VIEW CIR	AUBURN CA 95603
JUSTINA L PHELPS		1081 SIERRA VIEW CIR	AUBURN CA 95603
KANDI L WILLIAMS		1637 LILAC LN	AUBURN CA 95603
KARA J & ROBINSON WAYNE A PERRY		2552 CREW CT	AUBURN CA 95603
KARA MILLER		849 MATSON DR	AUBURN CA 95603
KAREN A HEISRATHSUTER		12725 ERIN DR	AUBURN CA 95603
KAREN CARVER NEWMAN		1576 CORNELL WAY	AUBURN CA 95603
KAREN L PADILLA		12561 MEADOWS CT	AUBURN CA 95603
KAREN LYNN THOMAS		12445 ERIN DR	AUBURN CA 95603
KARL L & ROSEMARY DREHER		12333 INCLINE DR	AUBURN CA 95603

KARY BETH SMILEY	11715 ATWOOD RD	AUBURN CA 95603
KARYN & FRANZEN GERALDINE BRADLEY	1250 TAYLOR LN	AUBURN CA 95603
KASEY & EHRNBURG KURT AITON	1120 SUMMER RIDGE CT	AUBURN CA 95603
KASHE & KAREN ROW	1385 WESLEY LN	AUBURN CA 95603
KATHERINE E ARCHIBALD	860 SIERRA VIEW CIR	AUBURN CA 95603
KATHERINE J KUBIK	27405 TABLE MEADOW RD	AUBURN CA 95602 8965
KATHERINE R JOYNER	1747 LILAC LN	AUBURN CA 95603
KATHLEEN & JEFFERY M ROBERTS	995 MATSON DR	AUBURN CA 95603
KATHLEEN A HENRY	12211 HEMLOCK DR	AUBURN CA 95603
KATHLEEN GRAHAM	12363 PEPPERWOOD CIR	AUBURN CA 95603
KATHLEEN J MILLER	12985 CREEKVIEW CT	AUBURN CA 95603
KATHLEEN JANE CAREY MAYBERRY	12846 TORREY PINES DR	AUBURN CA 95602
KATHLEEN K TER & LEE J DANFORTH	406 MONTEREY PL	LOS ALTOS CA 94022
KATHLEEN LOUISE MADEWELL	2540 GRASS VALLEY HWY	AUBURN CA 95603
KATHLEEN M WISTED	12425 NEW AIRPORT RD	AUBURN CA 95603 9534
KATHLEEN R & LEAS ALLAN S COLEMAN	17800 CROTHER HILLS RD	MEADOW VISTA CA 95722
KATHRYN I MANGAN	2540 GRASS VALLEY HWY	AUBURN CA 95603
KEITH A & PILITA J ROWLAND	1420 WIMBLEDON DR	AUBURN CA 95603
KEITH C STONEKING	42 LINCOLN DR	SAUSALITO CA 94965 1641
KEITH LEMOYNE LEAFDALE	12515 DENNIS CT	AUBURN CA 95602
KEITH STEVEN ARELLANO	10490 INDIAN HILL RD	NEWCASTLE CA 95658
KELCEY HANSON	2540 GRASS VALLEY HWY #29	AUBURN CA 95603 2529
KELSY J & NATHAN T TATUM	1270 TAYLOR LN	AUBURN CA 95603
KEMPER SUITES LLC	P O BOX 5796	AUBURN CA 95604
KENDALL BALDRIDGE	1124 BRIDLE CT	AUBURN CA 95603
KENNETH & BRENDA PALMER	2337 ROSS DR	AUBURN CA 95602
KENNETH & THESHIA GEITZ	2516 SULLIVAN DR	AUBURN CA 95603
KENNETH B & LAUGHLIN LOUCINDA FREEMAN	1340 OAK RIDGE WAY	AUBURN CA 95603
KENNETH E & JANICE L PREBLE	1070 OAKRIDGE WAY	AUBURN CA 95603
KENNETH F & DIANN C PROMES	2825 LEEDS CT	AUBURN CA 95603
KENNETH GEORGE & DIANNE CLAIRE RUBINO	2580 PACER PL	AUBURN CA 95603
KENNETH JAMES & KATHERINE MARIE MAHUS	12430 ERIN DR	AUBURN CA 95603
KENNETH L & CAROLYN S STARK	853 MATSON DR	AUBURN CA 95603
KENNETH L & LOIS ANN JAY	11745 ATWOOD RD	AUBURN CA 95603
KENNETH L & MARGERY A COOK	480 MILL POND RD	AUBURN CA 95603 3162
KENNETH L & NANCIE A GOODNOUGH	1915 CALLOWAY CIR	AUBURN CA 95603
KENNETH LYNN COOK	480 MILL POND RD	AUBURN CA 95603 3162
KENT & OLKOWSKI TAMMY C CAMPBELL	12433 LUTHER RD	AUBURN CA 95603
KEVAN E & DIANE L LITTLE	12410 LUTHER RD	AUBURN CA 95603
KEVIN FRANK	12729 LUTHER RD	AUBURN CA 95603
KEVIN J ONEILL	8833 CREEKSTONE CIR	ROSEVILLE CA 95747 6376
KEVIN K & BONNIE L WIEDRICK	6480 LONGRIDGE CT	FORESTHILL CA 95631
KEVIN SCOTT PINEGAR	9195 VISTA CT	LOOMIS CA 95650
KEVIN T LENZ	2540 GRASS VALLEY HWY	AUBURN CA 95603
KHALID A & LARSSON HEATHER AL-RUBAYE	1755 CALLOWAY CIR	AUBURN CA 95603
KIM BRYANT	1592 LILAC LN	AUBURN CA 95603 3304
KIM L & JOSHUA D MORTON	1370 WESLEY LN	AUBURN CA 95603
KIMBERLY & NATHAN J DANIEL	13275 ERIN DR	AUBURN CA 95603
KIRK D & SALLY F ODELL	12295 DYER CT	AUBURN CA 95603
KLAUS WIRSING	PO BOX 7668	AUBURN CA 95604
KRISTA & MATTHEW GEHLBACH	175 COLONIAL DR	AUBURN CA 95603
KRISTAL R & ROBBIE D BAUMBACH	12360 ERIN DR	AUBURN CA 95603
KRISTAN L & DARYL R HENRY	1465 OAK RIDGE WAY	AUBURN CA 95603
KRISTEN MICHAEL & AMY LOUISE JOHNSON	12312 LUTHER RD	AUBURN CA 95603
KRISTI HENSLEY	2540 HWY SPACE #139	AUBURN CA 95603
KRISTI WHITE	2095 BANDOS LN	AUBURN CA 95603
KRISTINE A & WILLIAM C BROCK-JONES	1442 LOVE WAY	AUBURN CA 95603
KURT & EVA JOINT WEINER	2592 SULLIVAN DR	AUBURN CA 95603
KURT & LISA BOSCACCI WINTER	7825 SAN LEANDRO ST	OAKLAND CA 94621
KURT TAYLOR	12535 OUT OF THE WAY PL	AUBURN CA 95603
KYLE & JULIANA DENT	1290 WESLEY LN	AUBURN CA 95603
KYLE B REEVES	1470 BURLIN WAY	AUBURN CA 95603
LAKESIDE OAKS LLC	7650 HALEY DR	GRANITE BAY CA 95746
LANA J CUVA	1268 RACQUET CLUB DR	AUBURN CA 95603
LANCE EDWARD EVERETT	1586 CORNELL WAY	AUBURN CA 95603
LARISA & OLEG MALIKOV	1050 FOX RUN CT	AUBURN CA 95603
LARRY & KATYE STEUCKRATH	991 DAIRY RD	AUBURN CA 95603
LARRY A & LILLY ROBERTA COTTRELL	12390 LUTHER RD	AUBURN CA 95603
LARRY C & BEVERLY J YUNGBLUT	12515 NEW AIRPORT RD	AUBURN CA 95603
LARRY C LEE	P O BOX 7724	AUBURN CA 95604
LARRY G SANDERS	1595 WIMBLEDON DR	AUBURN CA 95603
LARRY GROVES	2540 GRASS VALLEY HWY	AUBURN CA 95603
LARRY L INNOCENT	12520 MEADOWS CT	AUBURN CA 95603
LARRY P LIGHTFOOT	12345 HYDE PARK LN	AUBURN CA 95603 2900
LARRY R & DIANA L CARLYLE	1825 MEADOW VISTA RD	MEADOW VISTA CA 95722
LARRY W & ALICE A LIPSMAYER	1387 LOVE WAY	AUBURN CA 95603
LASZLO S & M KATHRYN NEMES	1628 GERRY CT	AUBURN CA 95603
LAURA BOYD	1940 CANAL ST	AUBURN CA 95603
LAURA K & MARC E VOLZ	12352 FRONTERA DR	AUBURN CA 95603
LAURA L LEWIS	12332 PEPPERWOOD CIR	AUBURN CA 95603
LAURA M VADE	5908 JACOB GLEN	AUSTIN TX 78727 7025
LAUREL J BROAD	2659 EMMET DR	AUBURN CA 95603
LAUREL LAFAYE SCHIMKE	12505 CRIMSON CT	AUBURN CA 95603

C/O RUSSELL SHEPPARD

C/O EUGENE BURGER MGMT CORP

C/O TAGGART STEVEN L

LAURIE A REA	C/O CUTSFORTH DOLORES J	12416 DIVOT LN	AUBURN CA 95603
LAURIE CUNNINGHAM		12342 PEPPERWOOD CIR	AUBURN CA 95603
LAURIE J HURLING-HUMISTON		12505 DENNIS CT	AUBURN CA 95603
LAVAN P BATES		5421 MOSS LN	GRANITE BAY CA 95746
LAWRENCE & PAMALA HARLEY	PMB 6507	10556 COMBIE RD	AUBURN CA 95602 8908
LAWRENCE A & CLARITA M DANSEREAU		12425 LUTHER RD	AUBURN CA 95603
LAWRENCE H & SHARON J GRUNER		23035 SUNSET RIDGE DR	AUBURN CA 95602
LAWRENCE HALLECK PAYNE		3037 GRASS VALLEY HWY	AUBURN CA 95602
LAWRENCE KITCHUCK		12345 KRISTA LN	AUBURN CA 95603
LAWRENCE W SMITH		PO BOX 7170	AUBURN CA 95604 7170
LEAH CARPENTER		1210 OLD AIRPORT RD	AUBURN CA 95602
LEE W MATTHEWS		PO BOX 229	CHICAGO PARK CA 95712
LEEANN GAIL & MARK ANDREW VAUGHAN		3256 PROFESSIONAL DR	AUBURN CA 95602 2412
LEILA NOORANI		7892 OAK GLEN LN	GRANITE BAY CA 95746 8128
LEO J & JEANINE W MEUNIER		12510 MEADOWS CT	AUBURN CA 95603
LEON SHINAGAWA GEISLER		2005 COUNTRY VILLA DR	AUBURN CA 95603
LEONARD J GREER		1188 WESLEY LN	AUBURN CA 95603
LEONARD RAY & PATRICIA LOUISE FUSON		12772 ERIN DR	AUBURN CA 95603
LEROY & CHARLEEN GRANLUND		12761 ERIN DR	AUBURN CA 95603
LEROY A & LINDA K WADDLE		P O BOX 3043	AUBURN CA 95604
LESLIE & MARUSIA WILLIAMS		1025 FOX RUN CT	AUBURN CA 95603
LESLIE A & KATHLYN D WATSON		1650 INDUSTRIAL DR	AUBURN CA 95603
LESLIE A & LINDA FAE FAIN		P O BOX 3235	AUBURN CA 95604
LESLIE ANN HORTON		PO BOX 5231	AUBURN CA 95604 5231
LESLIE D & SANDRA L HERRILL		1240 TAYLOR LN	AUBURN CA 95603
LESLIE E & LEILA L GORDON		2560 PACER PL	AUBURN CA 95603
LESLIE MILLER		11702 JONES ST	AUBURN CA 95603
LESLIE P & TINA M POTTER		12442 NELSON DR	AUBURN CA 95603
LESLIE PELLING		1455 WIMBLEDON DR	AUBURN CA 95603
LESTER C & ARLOWAYNE H BRENNO		904 EL ORO DR	AUBURN CA 95603
LETHA MAGEE		1607 YALE CT	AUBURN CA 95603
LEW A & JOAN M ORBAN		11350 LONE STAR RD	AUBURN CA 95602
LEWIS LEVI & NAOMI LARRIE BURCHER		1360 WESLEY LN	AUBURN CA 95603
LILI J & WILLIAM B HUGGINS		12520 DENNIS CT	AUBURN CA 95603 9031
LINDA & DAVID B ZELHART		21733 ARMSTRONG RD	GRASS VALLEY CA 95949
LINDA G & FRED E KAMMERER		12697 PRINCETON DR	AUBURN CA 95603
LINDA G MASON		1741 LILAC LN	AUBURN CA 95603
LINDA JONES		1632 ALDER CIR	AUBURN CA 95603
LINDA K FRANCIS	C/O NELSON BERNICE	225 FLOOD RD	AUBURN CA 95603
LINDA K ODDO		12410 LEEDS DR	AUBURN CA 95603
LINDA L CLARK		12006 HEMLOCK DR #171	AUBURN CA 95603
LINDA MASTERS		12490 LADD LN	AUBURN CA 95603
LINDA MONTERO		1080 SIERRA VIEW CIR	AUBURN CA 95603
LINDA R ANDREWS		11411 PICKLE BARREL RD	AUBURN CA 95602
LINDA S CHRISTENSEN		2583 PACER PL	AUBURN CA 95603
LINDA S MALMSTEDT		12940 MOTT CT	AUBURN CA 95603
LLD & B LIMITED PARTNERSHIP	C/O SILVA BARBARA L	880 MARGUERITE MINE RD	AUBURN CA 95603
LOYD & SHERRY WATSON		920 CENTENNIAL CT	AUBURN CA 95603
LOCKSLEY MINI STORAGE LLC	C/O STORAGE PRO INC	PO BOX 459	WALNUT CREEK CA 94597
LOIS H TABATT		12219 HEMLOCK DR	AUBURN CA 95603
LONGS DRUG STORES CALIF INC	C/O CVS # 9914-01 - OCC EXP DEPT	1 CVS DR	WOONSOCKET RI 2895
LONGS DRUG STORES CALIF INC	C/O ALTUS GROUP US INC	21001 TATUM BLVD #1630-	PHOENIX AZ 85050
LOOP R JO AN		1463 RADCLIFFE WAY	AUBURN CA 95603
LOPEZ BEN		12316 PEPPERWOOD CIR	AUBURN CA 95603
LORRAINE F BURTCH		12348 PEPPERWOOD CIR	AUBURN CA 95603
LOREN & CHRISTINA L HARMON		12380 KRISTA LN	AUBURN CA 95603
LORETTA MAE & HOMER LOYD RECTOR		12426 DIVOT LN	AUBURN CA 95603
LORRAINE E JEWETT		13147 FOSTER RD	GRASS VALLEY CA 95945
LORRAINE J MORRIS		1455 OAK RIDGE WAY	AUBURN CA 95603
LOUIS J & ROSEMARY L COUVRETTE		1321 WESLEY LN	AUBURN CA 95603
LOUIS J LA ROCCA		12541 MEADOWS CT	AUBURN CA 95603
LUTHER ESTATES HOMEOWNERS ASSN		1020 OAK RIDGE WY	AUB CA 95603
LYDIA RANGER		13023 ERIN DR	AUBURN CA 95603
LYLE A KELSEY		P O BOX 3088	INCLINE VILLAGE NV 89450
LYNEEN A TOBIASZ		PO BOX 652	WEIMAR CA 95736
LYNN & COLLEEN CENTNER		12515 CRIMSON CT	AUBURN CA 95603
LYNN A STEEVER		11735 ATWOOD RD	AUBURN CA 95603
LYNN CARPENTER		2540 HWY 85	AUBURN CA 95603
LYNN D & DONNA R SHALLEY		1375 RACQUET CLUB DR	AUBURN CA 95603
LYNNE ELIZABETH LANEY		839 SIERRA VIEW CIR	AUBURN CA 95603
LYNNE GAYLORD COURTRIGHT		239 MEADOW RD	SANTA CRUZ CA 95060
MADALYN D ELMORE		2060 BANDOS LN	AUBURN CA 95603
MAITA AUBURN LLC		2500 AUBURN BLVD	SACRAMENTO CA 95821 1703
MANFRED J & MAUREEN KLATT		1544 RUTGERS CT	AUBURN CA 95603 2996
MANFRED P & LINDA S WADTLOW		4067 HELEN LN	AUBURN CA 95602
MANUEL A & ROSA G DASILVA		1732 TRACY LN	AUBURN CA 95603
MANUEL F & ROBERTA K FERREIRA		1435 LOWE LN	AUBURN CA 95603
MARCEL G & ELSA V REHSE		2289 INDIAN ROCK LN	AUBURN CA 95603 9564
MARCILEE C PASS		1725 RUSTIC LN	MEADOW VISTA CA 95722
MARCUS G WHITLEY		592 SAWKA DR	AUBURN CA 95603
MARCY L TABORA		140 MORELLA CT	ROSEVILLE CA 95747
MARELI J PFANNENSTEIN		2227 COUNTRY VILLA CT	AUBURN CA 95603
MARGARET A ADOLPH		2255 COUNTRY VILLA CT	AUBURN CA 95603 9003

MARGARET E PETRONI	12663 LUTHER RD	AUBURN CA 95603
MARGARET HEISER FULTON	1660 OLD AIRPORT RD	AUBURN CA 95602 9539
MARGARET SNY	8550 PARK VISTA DR	GRANITE BAY CA 95746
MARGIE M RAY	840 SIERRA VIEW	AUBURN CA 95603
MARIA M CUNNINGHAM	1702 TRACY LN	AUBURN CA 95603
MARIA M WARREN	5802 CARLILE CT	GRANITE BAY CA 95746
MARIAN HOUSEL-WATT	PO BOX 512	MEADOW VISTA CA 95722 512
MARIAN JUNE & RAYMOND ANTHONY KUGELMAN	12690 TOWN VIEW DR	AUBURN CA 95603
MARIAN MERCADO	11755 ATWOOD RD	AUBURN CA 95603
MARIE KOCH	2540 GRASS VALLEY HWY #26	AUBURN CA 95603
MARIE L KUBIN	12465 LEEDS DR	AUBURN CA 95603
MARIE MILLER	12712 ERIN DR	AUBURN CA 95603
MARILYN & CAYTON ROBERT LYNN SEAMAN	11735 KEMPER RD	AUBURN CA 95603
MARILYN A SUNDING	1545 WIMBLEDON DR	AUBURN CA 95603
MARILYN H BISNETT	2231 COUNTRY VILLA CT	AUBURN CA 95603
MARIO & CYNTHIA MONTI	1815 CALLOWAY CIR	AUBURN CA 95603
MARK & HALLEY BULGER	1995 BANDOS LN	AUBURN CA 95603
MARK & KATHLEEN SORDAHL	1153 PHYLLIS LN	AUBURN CA 95603
MARK & MYRA A DUNN	12595 CRIMSON CT	AUBURN CA 95603
MARK A & CYNTHIA HUGGINS TIDD	12965 CREEKVIEW CT	AUBURN CA 95603
MARK A & JOY MENEELY BALLEW	1404 WESLEY LN	AUBURN CA 95603
MARK A ZIEBOLD	9870 RESEARCH DR #209	IRVINE CA 92618
MARK ANDREW & LEEANN GAIL VAUGHAN	1010 NATALIE CT	AUBURN CA 95603
MARK C MCCLURE	3571 TOWN CT	AUBURN CA 95602
MARK E & GARGAN KAREN L ESPINAL	12440 MARATHON DR	AUBURN CA 95603
MARK E & MELANIE A SHELTON	12500 CRIMSON CT	AUBURN CA 95603
MARK G & BARBARA J DEVLIN	P O BOX 5401	AUBURN CA 95604
MARK H & BRUNST-OWEN JANICE OWEN	155 SQUIRE LN	AUBURN CA 95603
MARK H & MARY JO KORB	13151 ATHENA WAY	AUBURN CA 95603
MARK L & DEBBIE L SEIGWORTH	4014 QUAIL RUN CT	AUBURN CA 95602
MARK L THOMAS	11765 JONES ST	AUBURN CA 95603
MARK S DAVIS	1030 OAK RIDGE WAY	AUBURN CA 95603 2943
MARK W PETERSEN	12550 ERIN DR	AUBURN CA 95603
MARLENE D REED	2540 GRASS VALLEY HWY	AUBURN CA 95603
MARLENE L UNTHANK	12339 LOIS LN	AUBURN CA 95603
MARLENE M MAIN	1150 SUMMER RIDGE CT	AUBURN CA 95603
MARLON A & SHAWN E TORIO	2460 BUG NUGGET TRL	COOL CA 95614
MARSHA L MAHR	12820 ERIN DR	AUBURN CA 95603
MARSHA PORTE	2285 INDIAN ROCK DR	AUBURN CA 95603
MARTHA CARR	11760 JONES ST	AUBURN CA 95603
MARTIN N & CYNTHIA M CHAPPELL	11009 CABALLO CIR	AUBURN CA 95603
MARTIN N & GWENDOLYN A PISENTI	12375 KRISTA LN	AUBURN CA 95603
MARVIN PASS	2611 SULLIVAN DR	AUBURN CA 95603
MARY & RYAN HORN	12395 KRISTA LN	AUBURN CA 95603
MARY A FORSBERG	2540 GRASS VALLEY HWY	AUBURN CA 95603
MARY ANN & PAUL BEVIS	835 SIERRA VIEW CIR	AUBURN CA 95603
MARY CAROLYN HEDGPETH	1638 ALDER CIR	AUBURN CA 95603
MARY CHRISTINE KAISER	9620 POWERHOUSE RD	NEWCASTLE CA 95658 9334
MARY JANE JACKSON	12420 NEW AIRPORT RD	AUBURN CA 95603
MARY JANE WOOD	12340 NEW AIRPORT RD	AUBURN CA 95603
MARY JEAN & PHILLIP LEE KATTENHORN	3905 CEDAR MIST LN	AUBURN CA 95602
MARY JUNE JOHNSTON	1779 RUBIDOUX TER	BRENTWOOD CA 94513 6427
MARY K & LEE S DEARDEN	1539 TULIP CIR #73	AUBURN CA 95603
MARY L & WADLOW BRODERICK K BARTLETT	12915 MOTT CT	AUBURN CA 95603
MARY LOU LEE	1880 CALLOWAY CIR	AUBURN CA 95603
MARY M JOHNSON	12901 ROSENE WAY	AUBURN CA 95603 3061
MARY MCKENNA SANFORD	765 GRANDVIEW DR	AUBURN CA 95603
MASTERS BUILDING PTRS	1222 HIGH ST	AUBURN CA 95603
MATHEW ALLEN & SARA M KEYES	12320 ERIN DR	AUBURN CA 95603
MATILDA S WENGER	1805 CALLOWAY CIR	AUBURN CA 95603
MATTHEW & MARGARITA KORPI	12455 NELSON DR	AUBURN CA 95603
MATTHEW CURTIS ZOLLNER	12460 ERIN DR	AUBURN CA 95603
MATTHEW HATASHITA	1280 WESLEY LN	AUBURN CA 95603 2960
MATTHEW LEWIS	11655 KEMPER RD	AUBURN CA 95603
MATTHEW R BERTO	4852 CLYDELLE AVE	SAN JOSE CA 95124 4901
MAUREEN & HACKER BRYAN K BARTLEY	1115 SUMMER RIDGE CT	AUBURN CA 95603
MAURINE L WEBB	2212 COUNTRY VILLA CT	AUBURN CA 95603
MAX GAIL & SHANNON IRENE BELL	852 HOLLY HILLS DR	AUBURN CA 95603
MAXINE L SHUMAKER	12012 HEMLOCK DR #174	AUBURN CA 95603
MC2 PROPERTY LLC	3254 PROFESSIONAL DR	AUBURN CA 95603
MCDONALDS CORPORATION LSSEE	PO BOX 182571	COLUMBUS OH 43218 2571
MEG & NICOLA A GUARINO	12340 KRISTA LN	AUBURN CA 95603
MEL R & KATHY TODD	12945 CREEKVIEW CT	AUBURN CA 95603
MELANDER C & MICHELE C BINNS	11710 JONES ST	AUBURN CA 95603
MELISSA L & DANIEL BINUS	1130 OLD AIRPORT RD	AUBURN CA 95602
MELISSA ZIMMERMAN	2090 CANAL ST	AUBURN CA 95603
MELVIN B & DONNA L LEE	165 COLONIAL DR	AUBURN CA 95603
MENGIL A & DANYA H DEANE	1490 OAK RIDGE WAY	AUBURN CA 95603
MERILYN L LYNCH	12362 PEPPERWOOD CIR	AUBURN CA 95603
MERRIE K & LUIS E POTTER	12748 ERIN DR	AUBURN CA 95603
METCALFE MKB	58480 ARACENA	LA QUINTA CA 92253
MICHAEL & ANNETTE DOWNEN	913 ROSENE CT	AUBURN CA 95603 3048
MICHAEL & JACQUELINE A MCGINNIS	12616 PRINCETON DR	AUBURN CA 95603
	C/O SNY JAMES T	
	HUBER PROPERTY MANAGEMENT	

MICHAEL & JACQUELINE TONG		1605 SKYLINE DR	AUBURN CA 95602
MICHAEL & JAMIE SCANNELL		1158 RACQUET CLUB DR	AUBURN CA 95603
MICHAEL & JENNIFER STEPHENS		12300 HIDDEN MEADOWS CIR	AUBURN CA 95603
MICHAEL & JILL BROWN		12355 KRISTA LN	AUBURN CA 95603
MICHAEL & LINDA E ROBERTS		12525 KILLARNEY WAY	AUBURN CA 95603
MICHAEL & LISA I BABICH		12641 PRINCETON DR	AUBURN CA 95603
MICHAEL & MICHELE STEAGALL		PO BOX 1456	LOOMIS CA 95650
MICHAEL & RUBEL LAURIE STARK		120 COLONIAL DR	AUBURN CA 95603
MICHAEL A & SHARON L RAND	PMB 6324	10556 COMBIE RD	AUBURN CA 95602 8908
MICHAEL A MORELLO		982 ROSENE CT	AUBURN CA 95603
MICHAEL D & OSIRIS R FRANKLIN		12445 LUTHER RD	AUBURN CA 95603
MICHAEL D LESA		1585 WIMBLEDON DR	AUBURN CA 95603
MICHAEL DAVID & MARCELLA BANE		12435 NEW AIRPORT RD	AUBURN CA 95603
MICHAEL E & ANN FLEMING		1284 VINTAGE WAY	AUBURN CA 95603
MICHAEL E & DONELLA J PRINCE		1390 WIMBLETON DR	AUBURN CA 95603
MICHAEL E & NANCY S HODGES		12628 PRINCETON DR	AUBURN CA 95603 2997
MICHAEL E & SARAH J BRUNKHORST		2597 SULLIVAN DR	AUBURN CA 95603
MICHAEL E & SUSAN E WALKER		3636 LARKIN LN	AUBURN CA 95602
MICHAEL F & NANCY I STORZ		P O BOX 4688	AUBURN CA 95604
MICHAEL F RIGNEY		12532 WINDMILL WAY	AUBURN CA 95603
MICHAEL H & HEATHER A FITZHUGH		2761 WILDWEST TRL	COOL CA 95614
MICHAEL J & GRACE A NOLAN		1437 WESLEY LN	AUBURN CA 95603
MICHAEL J & HEATHER A BEGGS		1960 CANAL ST	AUBURN CA 95603
MICHAEL J DOLAN		1240 MATSON DR	AUBURN CA 95603
MICHAEL J KAVANAUGH		1185 RIDGEMONT PL	CONCORD CA 94521
MICHAEL L & MELISSA E HORVATH		1969 CANAL ST	AUBURN CA 95603 2810
MICHAEL M CONCI		1315 MATSON DR	AUBURN CA 95603
MICHAEL P & SUZANNE M MESSINA		1050 TEAL CT	AUBURN CA 95603
MICHAEL ROBERT & ELIZABETH ANNE HOLSCLOW		13120 ERIN DR	AUBURN CA 95603
MICHAEL SARKISIAN		12596 OUT OF THE WAY PL	AUBURN CA 95603
MICHAEL SILVA		13100 ERIN DR	AUBURN CA 95603
MICHAEL W & LISA M PITZ		12360 KRISTA LN	AUBURN CA 95603
MICHELE A NICHOLS		1385 RACQUET CLUB DR	AUBURN CA 95603
MICHELE J KENNEDY		12510 FLORADALE LN	AUBURN CA 95603
MICHELE POULIOT		1140 SUMMER RIDGE CT	AUBURN CA 95603
MICHELE STORINO		2731 COLINA CT	PARMA ID 83660 6220
MICHELE W SCHUETZ		1422 LOVE WAY	AUBURN CA 95603
MICHELLE & CLARK ERICA WIEDERHOLD		12510 ERIN DR	AUBURN CA 95603
MICHELLE L NOBILE		1909 CANAL ST	AUBURN CA 95603
MICHELLE M KENNEDY		12640 RACQUET CT	AUBURN CA 95603
MICHELLE M MARTIN		21925 SANDSTONE WAY	FORESTHILL CA 95631
MIKE & SHARON BURWELL		12681 LAKESHORE NORTH	AUBURN CA 95602
MIKE J & CINDY C ESSLEY		842 MATSON DR	AUBURN CA 95603
MILLER FAMILY		PO BOX 7676	AUBURN CA 95604
MILLIE F HICKMAN		1070 MATSON DR	AUBURN CA 95603
MIMI M OHMS		12430 MARATHON DR	AUBURN CA 95603
MOHAMAD E & VOSOGHIJAFARIANMARANDI ALINASABBABOLI		2607 CATALINA CT	ROCKLIN CA 95765
MOHAMMAD AZIMIRAD		12125 LOCKSLEY LN	AUBURN CA 95602
MOLLY HANCE		12001 HEMLOCK DR	AUBURN CA 95603
MONICA M & MICHAEL A CHRISTIE		2584 SULLIVAN DR	AUBURN CA 95603
MOREFIELD W & KATHRYN D NEIL		1832 TRACY LN	AUBURN CA 95603
MORRIS J DRIMMER		1255 RACQUET CLUB DR	AUBURN CA 95603
MURDOCK TROY W & LORIE B		1625 LILAC LN	AUBURN CA 95603
NANCY A WALDRON		1765 CALLOWAY CIR	AUBURN CA 95603
NANCY J FAISST		2540 GRASS VALLEY HWY	AUBURN CA 95603
NANCY KAY MILLER		12312 HIDDEN MEADOWS CIR	AUBURN CA 95603
NANCY L POLLI		1436 LOWE LN	AUBURN CA 95603
NANCY PATTERSON	C/O WILLIAM HUGASIAN ET AL	12331 HOMESTEAD WAY	AUBURN CA 95603
NANCY S COOPER		2181 GIN MILL RD	AUBURN CA 95603
NANCY W ROBEY		2505 SIERRA SHADOWS PL	AUBURN CA 95603 9568
NATALIE D KIMBALL		12433 TAM O SHANTER	AUBURN CA 95603
NATHAN & ALICE ENOCHS SHREVE		969 SIERRA VIEW CIR	AUBURN CA 95603
NATOMAS GROWERS LIMITED PARTNERSHIP		2530 DOUGLAS BLVD #130	ROSEVILLE CA 95661
NCMC PROPERTIES LLC		2630 GRASS VALLEY HWY	AUBURN CA 95603
NEIL & PAMELA J RETELSDORF		862 EL ORO DR	AUBURN CA 95603
NEIL A & DOROTHY J BARTLETT		P O BOX 3065	AUBURN CA 95604
NELSON B & CHERIE MC AFEE		12521 MEADOWS CT	AUBURN CA 95603
NEW AIRPORT ROAD LLC		1940 HAMILTON AVE	SAN JOSE CA 95125
NICHELLE A MONTANO		12490 LUTHER RD	AUBURN CA 95603
NICHOLAS GONNELLA		1503 RADCLIFFE WAY	AUBURN CA 95603
NICHOLAS J SAVAIANO		5565 SIERRA SPRINGS DR	POLLOCK PINES CA 95726 9494
NICHOLAS P & JUDY L MILEUR		13155 ERIN DR	AUBURN CA 95603 2844
NICHOLAS S & CAROLE A DONOVAN		12821 ERIN DR	AUBURN CA 95603
NICHOLAS ZANE & SHANNON KATHLEEN GRIFFIN		12610 TOWN VIEW DR	AUBURN CA 95603
NICOLAUS & JENNIFER AYLES		1027 NATALIE CT	AUBURN CA 95603
NICOLE & ROBERT MARSHALL		12370 KRISTA LN	AUBURN CA 95603 2814
NNN CARE FIVE LLC		PO BOX 55248	LEXINGTON KY 40555
NORA B ROBINSON		1185 STAR LN	AUBURN CA 95603
NORM & SUSAN PAUL		1101 SKYLINE DR	AUBURN CA 95602
NORMAN A CARLSON		2015 BANDOS LN	AUBURN CA 95603
NORMAN CARLSON		2015 BANDOS LN	AUBURN CA 95603
NORMAN EDWARD FRANK HESSE		1410 LOWE LN	AUBURN CA 95603
NORTHERN CA CONF ASSOC SEVENTH DAY ADVENTIST		P O BOX 23165	PLEASANT HILL CA 94523 165

OAK KNOLL PROFESSIONAL CENTER		3113 PROFESSIONAL DR	AUB CA 95603
OLEG SHATOV		632 TOAD HOLLOW DR	LINCOLN CA 95648
OLIVER SAARIO		3589 CARRILLO DR	SAN LEANDRO CA 94578
OPAL GARTON		12313 PEPPERWOOD CIR	AUBURN CA 95603
OPAL J MILLS		12607 PRINCETON DR	AUBURN CA 95603
ORSALINA PROPERTIES LLC		215 MARSHALL WAY	AUBURN CA 95603
OSCAR A & BARBARA J THOMPSON		2503 SULLIVAN DR	AUBURN CA 95603
PACIFIC GAS & ELECTRIC CO		12250 ROCK CREEK RD	AUB CA 95602
PACIFIC GAS & ELECTRIC COMPANY		555 FLORIN PERKINS #100	SACRAMENTO CA 95826
PAMELA D WOLFE		12003 HEMLOCK DR	AUBURN CA 95603
PAMELA R THOMPSON		1496 RIEGER AVE	HAYWARD CA 94544
PAMELA SERAFINE		6683 VIEW ACRES DR	PARADISE CA 95969
PATRICIA C STEIDEL		1640 SPRUCE CT	AUBURN CA 95603
PATRICIA E PITTS		1335 RACQUET CLUB DR	AUBURN CA 95603 3023
PATRICIA L EDDY		1582 COTTON WOOD CIR #54	AUBURN CA 95603
PATRICIA L SHAPTON		461 POR LA MAR CIR	SANTA BARBARA CA 93103 3782
PATRICIA M ARANT		1081 SKYLINE DR	AUBURN CA 95602
PATRICK & BECKY DUKESHIRE		971 DAIRY RD	AUBURN CA 95603
PATRICK & TERI BUEB		13095 ERIN DR	AUBURN CA 95603
PATRICK ALLEN WHITCOMB		930 SIERRA VIEW CIR	AUBURN CA 95603
PATRICK B & ALISON L HAKE		1660 WIMBLEDON DR	AUBURN CA 95603
PATRICK J & REBECCA ANNE HUTTON		12406 OAK LEAF CT	AUBURN CA 95603
PATRICK T & AMBER N OBRIEN		12480 CELESTIAL WAY	AUBURN CA 95603
PAUL & HEATHER AMARAL		13131 ATHENA WAY	AUBURN CA 95603
PAUL & SARAH R TOMICH		12680 ERIN DR	AUBURN CA 95603
PAUL A BRUNI		12605 TOWN VIEW DR	AUBURN CA 95603
PAUL A LAMOTHE		12321 HOMESTEAD WAY	AUBURN CA 95603
PAUL BORELLI		9847 DERBY WAY	ELK GROVE CA 95757
PAUL C FERREIRA		PO BOX 6733	AUBURN CA 95603
PAUL D & MAROLYN J STANLEY	C/O STANLEY BOB	4010 RANDOM LN	SACRAMENTO CA 95864
PAUL D & NEBILAK NANCY M VAN ALTENA		801 SAGE WAY	AUBURN CA 95603
PAUL J FEELEY		1471 RADCLIFF WAY	AUBURN CA 95603
PAUL J LAPOINTE		1782 TRACY LN	AUBURN CA 95603
PAUL M CHOLLET		12570 OUT OF THE WAY PL	AUBURN CA 95603
PAUL P SABIN		13326 SIDE BET DR	GRASS VALLEY CA 95945
PAUL SANGERVASI		860 OWL CIR	VACAVILLE CA 95687 7241
PAUL T GALLAGHER		2223 COUNTRY VILLA CT #7	AUBURN CA 95603
PAULA L MAHAN-CRARY		915 CENTENNIAL CT	AUBURN CA 95603 3592
PAULA MIKLES		1521 COTTONWOOD CIR	AUBURN CA 95603
PAULA S CELICK		12868 ERIN DR	AUBURN CA 95603
PAULENE S & STEPHEN J COLIN		1945 CALLOWAY CIR	AUBURN CA 95603
PAULINA JOACHIM CRAYCROFT		12450 MARATHON WAY	AUBURN CA 95603
PAYLESS DRUGS STORES NORTHWEST INC	ATTN: A D CIOTTI	P O BOX 3165	HARRISBURG PA 17105
PEARL M BURKETT		831 DAIRY RD	AUBURN CA 95603
PEGGY J RADER		2576 SULLIVAN DR	AUBURN CA 95603
PENSCO TRUST COMPANY		PO BOX 173859	DENVER CO 80217
PERRY B & GLENDA M LIGHTFOOT		180 MARLOW DR	OAKLAND CA 94605 5820
PERRY J & MELINDA L GREEN		12405 LOCKSLEY LN	AUBURN CA 95602
PERRY M & PEGGY N BENGTON		1390 OAK RIDGE WAY	AUBURN CA 95603 2938
PETER A & CYNTHIA M WIRSCH		972 ROSENE CT	AUBURN CA 95603
PETER A & MELISSA A DEMAS		1161 STAR LN	AUBURN CA 95603
PETER A GARCIA		2540 GRASS VALLEY HWY #63	AUBURN CA 95603
PETER E & SARA AROZ		12405 NEW AIRPORT RD	AUBURN CA 95603
PETER E PONTAROLLO FAMILY		2540 GRASS VALLEY HWY	AUBURN CA 95603
PETER EVERS		12235 DYER CT	AUBURN CA 95603
PETER GONCHAR		5521 OLDHAM LN	SACRAMENTO CA 95841
PETER JOSEPH & CINDY JO DURANT		13120 ATHENA WAY	AUBURN CA 95603
PETER S & JANET L DUFOUR		1775 CALLOWAY CIR	AUBURN CA 95603
PHIL REOME		13260 BEL AIR DR	AUBURN CA 95603
PHIL REOME		13263 BILL FRANCIS DR	AUBURN CA 95603
PHIL REOME INC		13263 BILL FRANCIS DR	AUBURN CA 95603
PHILIP & RODARTE ELIZABETH KNIBBE		1245 SUMMER PL	AUBURN CA 95603
PHILIP D & LINDA JACQUES		12432 JEREMIAH DR	AUBURN CA 95603
PHILIP G RANFT		12575 FLORADALE LN	AUBURN CA 95603
PHILLIP BUHLER		2220 WILDBERRY LN	AUBURN CA 95603
PHILLIP D & JUDY D WISE		1675 WIMBLEDON DR	AUBURN CA 95603
PHILLIP E & SHARON A BETTENCOURT		5909 PEBBLE CREEK DR	ROCKLIN CA 95765
PHILLIPS TRUST		1566 COTTONWOOD CIR	AUBURN CA 95603
PHILMORE LLC		2970 BLACK OAK RD	AUBURN CA 95602 9333
PI/CAP ENTERPRISES	C/O F WILLARD GRIFFITH	2601 1ST PL	CAPE CORAL FL 33914
PIERCE FAMILY		2540 GRASS VALLEY HWY	AUBURN CA 95603
PILOT MIDTOWN LLC		7551 TIMBERLAKE WAY #220	SACRAMENTO CA 95823
PINION TRAVIS & PINION LORIE		1050 RACQUET CLUB DR	AUBURN CA 95603
PLACER COUNTY OF	EXEMPT FROM TAXATION	11444 B AVE	AUBURN CA 95603
PLACER COUNTY OF		11476 C AVE	AUBURN CA 95603
PLACER COUNTY OF		12390 ERIN DR	AUB CA 95603
PLACER COUNTY OF		1705 CALLOWAY CI	AUB CA 95603
PLACER COUNTY OF		1745 LILAC LN	AUB CA 95603
PLACER COUNTY WATER AGENCY		P O BOX 6570	AUBURN CA 95604
PLACER SAVINGS & LOAN ASSOC	C/O THOMSON REUTERS	PO BOX 2609	CARLSBAD CA 92018
PLACER UNION HIGH SCHOOL DIST		13000 NEW AIRPORT RD	AUBURN CA 95603
PLEASURE HILLS REAL ESTATE COMPANY LLC	C/O DRIMMER JACK	1255 RACQUET CLUB DR	AUBURN CA 95603
PRESBYTERY OF SACRAMENTO CA		9983 FOLSOM BLVD	SACRAMENTO CA 95827

PRISCILLA J JOHNSON	11835 KEMPER OAKS CT	AUBURN CA 95603
PRO 49 DEVELOPMENT LLC	C/O UNIVERSITY CAPITAL MANAGEMENT IN 2443 FAIR OAKS BLVD #368	SACRAMENTO CA 95825
PROCISSI VENTURES-BELL ROAD LLC	215 MARSHALL WAY	AUBURN CA 95603
PROCISSI VENTURES-WILLOW CREEK LLC	215 MARSHALL WAY	AUBURN CA 95603
PROFESSIONAL PLAZA BELL	MCKINLEY RICHARD B	LAFAYETTE CA 94549
QUI VINH & HUI LING LUU	1176 BROWN AVE	AUBURN CA 95603
R C & TAMI DEAN HIGGS	520 AUBURN RAVINE RD	AUBURN CA 95603
RACHEL COREY	12210 DYER CT	AUBURN CA 95603
RACHEL WALLACH	11601 GRAEAGLE LN	AUBURN CA 95602 8467
RAINBOW TRUST	2540 GRASS VALLEY HWY	AUBURN CA 95603
RALPH & ESTHER STURGILL	HUBER PROPERTY MAN	AUBURN CA 95603
RALPH & ROBIN L GALLEG0	1222 HIGH ST	AUBURN CA 95603
RALPH D ALLEN	12445 LADD LN	AUBURN CA 95603
RALPH J & PATRICIA L MARTINEZ	1540 WIMBLEDON DR	AUBURN CA 95603
RAMONA C STEVENS	1891 CANAL ST	AUBURN CA 95603
RANDALL JOSEPH & SUSAN CHRISTINE TRONTI	1833 TRACY LN	AUBURN CA 95603
RANDALL L & MICHELLE A POTTER	1520 WIMBLEDON DR	AUBURN CA 95603
RANDY J & SUSAN WARREN	2099 CANAL ST	AUBURN CA 95603
RANDY J & THERESA Y BATY	1040 SIERRA VIEW CIR	AUBURN CA 95603
RANDY L & JEAN M CRUMP	1200 MILLERTOWN RD	AUBURN CA 95603
RAY A & LORRAINE M LEWIS	1502 LOVE WAY	AUBURN CA 95603
RAY E WOODWARD	18785 BREWER RD	GRASS VALLEY CA 95949
RAY S THOMPSON	1657 LILAC LN	AUBURN CA 95603
RAYMOND ALFRED HEMMER	217 TREASURTON ST	COLFAX CA 95713
RAYMOND E & BYRNE-PURSLEY PATRICIA M PURSLEY	1545 GRASS VALLEY HWY #49	AUBURN CA 95603
RAYMOND H & JOLENE M KIRK	12706 LUTHER RD	AUBURN CA 95603
RAYMOND J BENSON	1135 SUMMER RIDGE CT	AUBURN CA 95603
RD DEVELOPMENTS LLC	1400 OAK RIDGE WAY	AUBURN CA 95603
REBECCA J KENNERLEY	22242 KNOLLS DR	GRASS VALLEY CA 95949 9540
REGAN A MOORE	2513 VILLANELLA CT	AUBURN CA 95603
REGINALD E & JAN L OLSON	1556 RADCLIFFE WAY	AUBURN CA 95603
REGIS BEAULIEU	12663 PRINCETON DR	AUBURN CA 95603
REINA JAEN VASQUEZ	12672 PRINCETON DR	AUBURN CA 95603
RENEE C DALENTA	2540 HWY SPACE #23	AUBURN CA 95603
REX A & JUDITH A WILLIAMS	12469 ROCK CREEK RD	AUBURN CA 95602
REX A & KIM D CASBEER	12435 LEEDS DR	AUBURN CA 95603
REX G & SUZANNE GRACE ROLLE	2441 COTTAGE DR	AUBURN CA 95603
REXINE & LLOYD W WILSON	130 ROBIN RD	AUBURN CA 95603
RHONDA & GARY FAWVER	378 WEIMAR CROSS RD	COLFAX CA 95713
RHONDA COPELAND	3511 HARPERS PERRY DR	STOCKTON CA 95217
RICHARD & CELIA BRANICKI	450 WISE RD	LINCOLN CA 95648
RICHARD & MARGARET ORELLANA	12440 LUTHER RD	AUBURN CA 95603
RICHARD A & DIANA J KEMMERLE	12737 ERIN DR	AUBURN CA 95603
RICHARD A & JANICE F REOME	2185 HIDDEN ACRE RD	MEADOW VISTA CA 95722
RICHARD A & MARJORIE R HUNTLEY	11836 KEMPER OAKS CT	AUBURN CA 95603
RICHARD A & MARY ANN E HAMILTON	140 SQUIRE LN	AUBURN CA 95603
RICHARD A MONTAFI	1292 HARMONY LN	AUBURN CA 95603
RICHARD C WHITE	130 GOSSONIA PARK	AUBURN CA 95603
RICHARD CARL & JANIS ANN COLEMAN	12 ROYCE WAY	DALY CITY CA 94014
RICHARD D & KATHLEEN P BENNETT	881 DAIRY RD	AUBURN CA 95603
RICHARD D & MARIE T MCCLELLAN	2050 CANAL ST	AUBURN CA 95603
RICHARD E & EVELYN I HUBBARD	12361 HOMESTEAD WAY	AUBURN CA 95603
RICHARD E & LILLIAN A KAI	12998 ERIN DR	AUBURN CA 95603
RICHARD E STAHL	12570 WINDMILL WAY	AUBURN CA 95603
RICHARD H MARTT	2507 SULLIVAN DR	AUBURN CA 95603
RICHARD I & HERMILA L TIGHE	12232 LUTHER RD	AUBURN CA 95603
RICHARD I & JANET RIVERA	P O BOX 7881	AUBURN CA 95604
RICHARD I & SALLY A GUILLEN	12446 OAK LEAF CT	AUBURN CA 95603
RICHARD L & GRISELDA FEHRMAN	7361 ACORN GLEN LOOP	ROSEVILLE CA 95747
RICHARD L & LINDA K MILLER	4 SHADY LN	AUBURN CA 93940 4218
RICHARD L & LINDA K MILLER	2100 DRIVE INN WAY	AUBURN CA 95603
RICHARD L & MARSHA L MCANULTY	12300 LOCKSLEY LN	AUBURN CA 95602
RICHARD L & SHIRLEY A NEUMANN	17320 SURREY CT	MEADOW VISTA CA 95722
RICHARD L BOHRER	4459 DESERT HILLS DR	SPARKS NV 89436
RICHARD L JOHNSON	2540 GRASS VALLEY HWY	AUBURN CA 95603
RICHARD PERRY	2540 HWY SPACE #36	AUBURN CA 95603
RICHARD POPLIN	1186 WESLEY LN	AUBURN CA 95603 3550
RICHARD R SHAW	2217 COUNTRY VILLA CT	AUBURN CA 95603
RICHARD VINSON ZOLLER	1195 SLADE LN	AUBURN CA 95603
RICHARD W & MARILYN H NEHLS	2540 GRASS VALLEY HWY	AUBURN CA 95603
RICHARD WINGEIER	1020 TEAL CT	AUBURN CA 95603
RICK A & SANDRA L WORRELL	P O BOX 5165	AUBURN CA 95604
RICKY V & DANA L SALAICES	2540 GRASS VALLEY HWY	AUBURN CA 95603
ROBERT & CATHERINE BARRINGER	1487 LOVE WAY	AUBURN CA 95603
ROBERT & ELEANOR HELEN MCCOY	12415 LEEDS RD	AUBURN CA 95603
ROBERT & ELIZABETH GOLDSMITH	2276 CORRAL DR	AUBURN CA 95603
ROBERT & JANECE MURRAY	716 SAN ANTONIO RD #K	PALO ALTO CA 94303 4614
ROBERT & JEANETTE WILLIAMS	12495 CELESTIAL WAY	AUBURN CA 95603 2952
ROBERT & LAURI KANNGIESSER	12490 CELESTIAL WAY	AUBURN CA 95603
ROBERT A & JOYCE E MILLER	12760 ERIN DR	AUBURN CA 95603 2847
ROBERT A & SANDRA L HALE	1075 MATSON DR	AUBURN CA 95603
ROBERT A & SHELLEY F SPINDLER	11820 KEMPER OAKS CT	AUBURN CA 95603
ROBERT A BARTLEY	1720 CALLOWAY CIR	AUBURN CA 95603
	2945 BELL RD #189	AUBURN CA 95603 2540
	12856 ERIN DR	AUBURN CA 95603

ROBERT A DEVIN		2055 BANDOS LN	AUBURN CA 95603
ROBERT AJAY & MELANIE AVERY		15979 AUBURN RD	GRASS VALEY CA 95949
ROBERT C & CHERYL CHATFIELD		1063 SKYLINE DR	AUBURN CA 95602
ROBERT C & LETHA M MEADOR		1187 WESLEY LN	AUBURN CA 95603
ROBERT C & MARGRETHE A JOHNSON		12530 ERIN DR	AUBURN CA 95603
ROBERT C NOWACK		1561 COTTONWOOD CIR	AUBURN CA 95603
ROBERT CHARLES & JEANNE MARIE VAUGHAN	ROBERT VAUGHAN LAW OFFICE	PO BOX 5965	AUBURN CA 95604 5965
ROBERT CHARLES & PAMELA M NOWACK		1336 WESLEY LN	AUBURN CA 95603
ROBERT CUMMINS		2439 COTTAGE DR	AUBURN CA 95603
ROBERT D BIAGGI		4192 VALERIE DR	CAMPBELL CA 95008
ROBERT DAVID & JESSICA ANN WARNER		1543 RUTGERS CT	AUBURN CA 95603
ROBERT E & BLANCHE V SMITH	C/O JUDY SMITH PERRY	1857 153RD PL	BROOMFIELD CO 80023
ROBERT E & DIANA L WOOD		12443 OAK LEAF CT	AUBURN CA 95603
ROBERT E & KATHLEEN L DEMONTIGNY		3650 GRASS VALLEY HWY	AUBURN CA 95602
ROBERT E & MARILENA JO MARTINDALE		12011 HEMLOCK DR	AUBURN CA 95603
ROBERT E DAVIS		2293 INDIAN ROCK LN	AUBURN CA 95603
ROBERT E GILPIN		3265 FORTUNE CT	AUBURN CA 95602
ROBERT E SHUKEN		1600 OAK RIDGE WAY	AUBURN CA 95603
ROBERT F & CHRISTINE SINCLAIR		3404 WOOD GLEN CT	ROCKLIN CA 95677
ROBERT F & JANET L BEACH		1022 SIERRA VISTA CT	GARDNERVILLE NV 89460
ROBERT G & CATHERINE D PATTERSON		13680 DRY CREEK RD	AUBURN CA 95602
ROBERT G & JUDY L CLARK		1500 BOOLE RD	APPLEGATE CA 95703 9775
ROBERT J & JOSEFINA O SANCHEZ		1617 YALE CT	AUBURN CA 95603
ROBERT J & SUZANNE H PETERSON		12911 ERIN DR	AUBURN CA 95603
ROBERT JAMES ROBINSON		1240 HARMONY LN	AUBURN CA 95603
ROBERT L & PATRICIA A SLOAN		2567 CREW CT	AUBURN CA 95603
ROBERT L & SANDRA A TURNEY		1088 RACQUET CLUB DR	AUBURN CA 95603
ROBERT L & SUSAN M COLE		6895 COUNTRY SIDE LN	AUBURN CA 95602
ROBERT L HOSTLER		1463 RADCLIFFE WAY	AUBURN CA 95603 2842
ROBERT L SCHULTZ		12547 OUT OF THE WAY PL	AUBURN CA 95603
ROBERT M & LOIS COX		28212 FOXLANE DR	CANYON COUNTRY CA 91351 1201
ROBERT MARTIN & MARILYN RUTH KING		11745 JONES ST	AUBURN CA 95603
ROBERT MICKELSEN		2945 BELL RD #291	AUBURN CA 95603
ROBERT MURRAY		11960 HERITAGE OAK PL #20	AUBURN CA 95603
ROBERT O & JUDITH A LUKE		1853 TRACY LN	AUBURN CA 95603 2823
ROBERT P & ARNA S HALL		1155 SLADE LN	AUBURN CA 95603
ROBERT PHARISS		2540 GRASS VALLEY HWY	AUBURN CA 95603
ROBERT R & CAROLYN E ZAMORA		1611 CORNELL WAY	AUBURN CA 95604
ROBERT S & KATHRYN L NELSEN		12414 TAM O SHANTER LN	AUBURN CA 95603
ROBERT WALLACE		2050 ALI LN	AUBURN CA 95603
ROBERT X & SHARON L DIAZ		1397 LOVE WAY	AUBURN CA 95603
ROBERTA C BROCKMAN		9577 BEL BAR RD	AUBURN CA 95603
ROBERTA J SHANLEY		135 SQUIRE LN	AUBURN CA 95603
ROBERTO & EDNA G BROCKWAY		12505 LEEDS DR	AUBURN CA 95603
ROBERTO & GAYLE T SANCHEZ		12615 TOWN VIEW DR	AUBURN CA 95603
ROBYN CLAUDINE & ROBERT PAUL FRANKS		12590 CRIMSON CT	AUBURN CA 95603
ROCK CREEK SELF STORAGE LLC		11711 QUARTZ DR	AUBURN CA 95602
RODNEY E & DONNA G LEE		16201 STAGECOACH RD	MEADOW VISTA CA 95722
RODNEY GENE GLAZEBROOK		1145 SUMMER RIDGE CT	AUBURN CA 95603
RODNEY THOMAS & NANCY LAURA SMITH		1484 RADCLIFFE WAY	AUBURN CA 95603
RODNEY TOMPKINS		13240 BELL AIR DR	AUBURN CA 95603
ROELLE MITCHELL & STEVEN NELSON COSTELLO		1309 EL ENCANTO DR	BREA CA 92821
ROGALLA INGE		12320 PEPPERWOOD CIR	AUBURN CA 95603
ROGELIO PINON		1293 SUMMER PL	AUBURN CA 95603
ROGER A & FAIRCHILD JOHN A DAVIDSON		15136 BEYERS	GRASS VALLEY CA 95949
ROGER C & JODY R GOBLE		12880 ERIN DR	AUBURN CA 95603
ROGER D & JANIS O MANZ		12453 JEREMIAH DR	AUBURN CA 95603
ROGER M LORD		12570 ERIN DR	AUBURN CA 95603
ROGER O & JACQUELINE JOYCE LIGHTHART		11 FAIRCLIFF CT	GLENDALE CA 91206
ROMAN CATHOLIC BISHOP OF SACRAMENTO	ST TERESA CHURCH	2110 BROADWAY	SACRAMENTO CA 95818 2518
RON & CAROL E BUTLER		1522 COTTONWOOD CIR	AUBURN CA 95603
RONALD CARDIFF		11755 KEMPER RD	AUBURN CA 95603
RONALD D & JAN HYATT		760 OAKHAVEN RD	AUBURN CA 95603 4031
RONALD D & SHARON A BETTENCOURT		P O BOX 2323	AVILA BEACH CA 93424 2323
RONALD J & REBECCA H SANDS		1010 FOX RUN	AUBURN CA 95603
RONALD L & CARLENE M KUCERA		12400 LEEDS DR	AUBURN CA 95603
RONALD L MCLERREN		12431 OAK LEAF CT	AUBURN CA 95603
RONALD O PLAMBECK		P O BOX 964	MEADOW VISTA CA 95722
RONALD P WOOD		12935 MOTT CT	AUBURN CA 95603
RONALD R & ANNE M COOEY		12809 ERIN DR	AUBURN CA 95603
RONALD T & FELICITY NISBET		12400 OAK LEAF CT	AUBURN CA 95603
ROSALYN M JONES		863 SIERRA VIEW CIR	AUBURN CA 95603
ROSE B CAMILLI		12485 LEEDS DR	AUBURN CA 95603
ROSE R KIRBY		12625 TOWN VIEW DR	AUBURN CA 95603
ROSELLA J PARKER		13121 ATHENA WAY	AUBURN CA 95603
ROY E & SHERYL SCHOONOVER		6515 LONGRIDGE CT	FORESTHILL CA 95631
ROY R & SHELLEY GRAY		1460 RADCLIFFE WAY	AUBURN CA 95603
ROYCE D DUNCAN		14627 BOWMAN RD	AUBURN CA 95602
RUBY D BRENDLIN		12515 FLORADALE LN	AUBURN CA 95603
RUBY PELLET		2679 EMMET DR	AUBURN CA 95603
RUDY S & BARBARICK DOLORES C GRIEGO		11812 KAMAN CT	GRANADA HILLS CA 91344
RUSSELL L & PAMELA P TWEET		1275 MATSON DR	AUBURN CA 95603
RUTH A DUGAN		12016 HEMLOCK DR	AUBURN CA 95603

RUTH JANET STELZNER		2533 PACER PL	AUBURN CA 95603
RUTH M GERELL		12530 FLORADALE LN	AUBURN CA 95603
RUTH M WESTREICHER		640 WEIMAR CROSS RD	COLFAX CA 95713 9731
RUTH O BURNS		12400 NEW AIRPORT RD	AUBURN CA 95603
RUTH SPARLING		1015 FOX RUN CT	AUBURN CA 95603
RYAN C STEAGALL		1480 WESLEY LN	AUBURN CA 95603
RYAN DAVID & DENISE BASQUE		12435 ERIN DR	AUBURN CA 95603
RYAN N & JILL T MILLS		12440 NEW AIRPORT RD	AUBURN CA 95603
SABRINA PARRAS		1708 LILAC LN	AUBURN CA 95603
SABRINA Z SORACCO		2918 BENVENUE AVE #3	BERKELEY CA 94705
SAFEWAY INC	C/O CPTS	1371 OAKLAND BLVD #200	WALNUT CREEK CA 94596 4349
SALLY J BRUCKNER		12102 HEMLOCK DR	AUBURN CA 95603
SALLY PACILLO		1487 RADCLIFFE WAY	AUBURN CA 95603
SALVATORE DAVID & GWYNDOLYN MARIE TERESI		420 MILL POND RD	AUBURN CA 95603
SAM & EDITH VOSSOGHI		P O BOX 1196	ALTA CA 95701
SAM VOSSOGHI		PO BOX 1196	ALTA CA 95701
SAMANTHA & MARSHALL SCICLUNA		2427 SHORT LN	AUBURN CA 95603
SAMUEL A & RACHAEL M SCOTT		12625 PRINCETON DR	AUBURN CA 95603
SAMUEL R & GLORIA J BRANAUGH		1304 WESLEY LN	AUBURN CA 95603
SAMUEL W & CINDY M PARHAM		12360 PEPPERWOOD CIR #185	AUBURN CA 95603
SANDRA ACMOODY		1530 WIMBLEDON DR	AUBURN CA 95603
SANDRA FLORENCE NEUMANN KNELL		12939 WINDSONG CT	AUBURN CA 95602
SANDRA GHIDELLA ERICKSON		13060 ERIN DR	AUBURN CA 95603
SANDRA J ROGERS		2229 COUNTRY VILLA CT	AUBURN CA 95603
SANDRA JEAN STUFFLEBEAN		12230 SHALE RIDGE LN	AUBURN CA 95602
SANDRA L & ANGUIANO ANDRES Q BROWE		12463 HYDE PARK LN	AUBURN CA 95603
SANDRA L SWAIN		2588 SULLIVAN DR	AUBURN CA 95603 9035
SANDRA M PELTON		12213 HEMLOCK DR #102	AUBURN CA 95603
SANDRA R MAGNUSSEN		390 STEVICK DR	ATHERTON CA 94027
SARA COURTNEY INVESTMENTS LP		PO BOX 1078	MEADOW VISTA CA 95722
SARAH C BROSIER		2441 SKYLINE RANCH RD	BEND OR 97703
SARAH J & ERIC RODARTE		12490 LEEDS DR	AUBURN CA 95603 9044
SCOTT & AMANDA HARDMAN		1005 FOX RUN CT	AUBURN CA 95603
SCOTT A & NORA A WHITE	THE BEAUTIFUL PEOPLE	12301 HOMESTEAD WAY	AUBURN CA 95603
SCOTT A ALTMAN		2689 EMMET DR	AUBURN CA 95603
SCOTT C & LISA C LENTZ		1680 CANAL ST	AUBURN CA 95603
SCOTT D & DIANA J KOSTKA		1627 YALE CT	AUBURN CA 95603
SCOTT D & RENEE E CHRISTENSEN		435 PERKINS WAY	AUBURN CA 95603
SCOTT E & KATHLEEN J PATTERSON		1466 OAK RIDGE WAY	AUBURN CA 95603
SCOTT F DEMPSEY		1670 WIMBLEDON DR	AUBURN CA 95603
SCOTT P & CHRISTINA A CURLEY		1045 TEAL CT	AUBURN CA 95603
SCOTT SCHWEIGER		5189 GREGG WAY	AUBURN CA 95602
SEAN & KRISTINE GUILFOYLE		949 SIERRA VIEW CIR	AUBURN CA 95603
SELEDON R & JANE H URTIAGA		12833 ERIN DR	AUBURN CA 95603
SHANDIS E MCKRAY		1560 RADCLIFFE WAY	AUBURN CA 95603
SHANNON L & KATHELEEN WOODLAND		10800 LORENSON RD	AUBURN CA 95602
SHANNON L & KATHELEEN WOODLAND		10880 LORENSON RD	AUBURN CA 95602
SHANNON SUE GLASSON-DYKES		1148 BRIDLE CT	AUBURN CA 95603 9823
SHARON & SMITH BRENT W STANNERS		1825 CALLOWAY CIR	AUBURN CA 95603
SHARON A KNIGHT		12305 NEW AIRPORT RD	AUBURN CA 95603
SHARON D BRADY		2540 HWY SPACE #141	AUBURN CA 95603
SHARON DAVIS-BATTLES		848 MATSON DR	AUBURN CA 95603
SHARON HILLANDERSON		1835 CANAL ST	AUBURN CA 95603
SHARON L KENYON		19306 OAK GROVE CIR	GROVELAND CA 95321
SHARON L TOWNSEND		1554 COTTONWOOD CIR	AUBURN CA 95603
SHARON TAPIA		2320 COTTAGE DR	AUBURN CA 95603
SHARRON A AUSTIN		1380 RACQUET CLUB DR	AUBURN CA 95603
SHARRON E & RALPH A PHILLIPS		1480 JONES CREEK RD	GRANTS PASS OR 97526
SHARRYN I MENDOZA		13019 WINDSONG ST	AUBURN CA 95603
SHAWN F CONLAN		3890 AYRES HOLMES LN	AUBURN CA 95602
SHAWN M & KALI A GRANT		1476 RADCLIFFE WAY	AUBURN CA 95603 2842
SHAYNE WRIGHT		2079 CANAL ST	AUBURN CA 95603
SHEILA A BRANDES		12304 HIDDEN MEADOWS CIR	AUBURN CA 95603
SHELDON ERIC & LISA MARIE SHOSTEK		2325 COTTAGE DR	AUBURN CA 95603
SHELTON TRACY LYNN		12444 LADD LN	AUBURN CA 95603
SHERRY A SINACORI		1550 RADCLIFFE WAY	AUBURN CA 95603 2987
SHERYL L & BALIBRERA ANTHONY D JOHNSON		1525 OAK RIDGE WAY	AUBURN CA 95603
SHIRLEY A ROBERTS		12925 MOTT CT	AUBURN CA 95602
SHIRLEY BRODIE		2540 GRASS VALLEY HWY	AUBURN CA 95603
SHIRLEY C JONES		1567 COTTONWOOD CIR #39	AUBURN CA 95603
SHIRLEY E ENGLISH		7831 BAYNE RD	KELSEY CA 95667
SHIRLEY J KEMP		2510 PACER PL	AUBURN CA 95603
SHIRLEY M & CHARLA J REAVES		1586 COTTONWOOD CIR	AUBURN CA 95603
SHIRLEY ROSE		1402 LOVE WAY	AUBURN CA 95603
SHIRLEY T RUDD		1595 OAK RIDGE WAY	AUBURN CA 95603
SIERRA GRACE FELLOWSHIP INC		1260 WESLEY LN	AUBURN CA 95603
SIERRA SKYLER THOMAS		12356 FRONTERA DR	AUBURN CA 95603
SOAD ELESAWY		3585 SAPPHIRE DR #1	AUBURN CA 95602
SPIRIT MASTER FUNDING III LLC	C/O GREGG A SEIBERT	16767 PERIMETER DR #210	SCOTTSDALE AZ 95260 1062
STAN A & THERESA E BELLOTTI		2760 SHANLEY RD	AUBURN CA 95603
STANLEY ROBERT & MARY-LOU NELSON		12460 MARATHON DR	AUBURN CA 95603
STARLA K TORRES		1011 LEAH CT	AUBURN CA 95603
STATER THERESA & JOHN L		12181 LAUREL DR	AUBURN CA 95603

STEPHANIE V YATES		1130 SLADE LN	AUBURN CA 95603
STEPHEN & NANCY GODFREY		2436 COTTAGE DR	AUBURN CA 95603
STEPHEN B LEWIS		3535 OAK KNOLL DR	EMERALD HILLS CA 94062 3418
STEPHEN G & LAUREL M MUFF		1380 WIMBLEDON DR	AUBURN CA 95603
STEPHEN H & DUNSON ELAINE M BENHAM		P O BOX 4531	AUBURN CA 95604
STEPHEN J & RUTH A INGMAN		1673 FRUITVALE RD	LINCOLN CA 95648 9706
STEPHEN M & MARILYN M HESS		1557 RADCLIFFE WAY	AUBURN CA 95603 2988
STEPHEN MATTHEW & NICHOLE RENEE BOWDEN		437 BROAD ST	NEVADA CITY CA 95959 2430
STEPHEN P & EMILIA S LAWSON		1610 YALE CT	AUBURN CA 95603
STEPHEN TAKATSUGU & KIRALY KATHERINE CKELIE IMURA		13161 ATHENA WAY	AUBURN CA 95603
STEPHEN W & POPHAM ASHLEY L MITCHELL		12380 NEW AIRPORT RD	AUBURN CA 95603
STEVE & LINDA SHERWIN		4060 SPRING MOUNTAIN RD	ST HELENA CA 94574
STEVE & MARY VANDOR		12648 PRINCETON DR	AUBURN CA 95603
STEVE OWNES		44 LEONARD LN	APPLEGATE CA 95703
STEVEN & BARBARA ANN FLEMING		12541 OUT OF THE WAY PL	AUBURN CA 95603
STEVEN & CHERI L BRIGGS		11684 SHERWOOD WAY	AUBURN CA 95602
STEVEN A BROWN		3517 KOA WAY	AUBURN CA 95602
STEVEN DOUGLAS & JANE MARIE HAMBLET		12510 CRIMSON CT	AUBURN CA 95603
STEVEN J & KAREN A NICHOLS		11828 KEMPER OAKS CT	AUBURN CA 95603
STEVEN JAMES & ELIZABETH CECILIA HOWARD		1425 WESLEY LN	AUBURN CA 95603
STEVEN KENDALL		1820 CANAL ST	AUBURN CA 95603
STEVEN L FRAME		603 MILL RD	AUBURN CA 95603
STEVEN R & CAROLYN M HALVORSEN		125 SQUIRE LN	AUBURN CA 95603
STEWART B & ROXANA WELLS		2520 SULLIVAN DR	AUBURN CA 95603 9034
STRENG BROS RENTALS LLC		1949 5TH ST #108	DAVIS CA 95616 4026
STUART & DEBI COOK		P O BOX 5262	AUBURN CA 95604
STUART & MELANIE FRASER		1510 WIMBLEDON DR	AUBURN CA 95603
SUNDAY CANNEDY		2330 COTTAGE DR	AUBURN CA 95603
SUNNY CREEK PROPERTY DEVELOPMENT LLC		2428 PROFESSIONAL DR #200	ROSEVILLE CA 95661
SUSAN A HARTLE		14294 HOLDEN CT	SAN JOSE CA 95124 4508
SUSAN ALEXANDER		12885 NET LN	AUBURN CA 95603
SUSAN D & PERRYMAN JAYMALA THOMPSON		4360 BURT LN	AUBURN CA 95602
SUSAN D LOVE	C/O SIERRA FOOTHILL PROP	P O BOX 1536	MEADOW VISTA CA 95722
SUSAN E KELLEY		2540 GRASS VALLEY HWY	AUBURN CA 95602
SUSAN GAIL THOMAS		12315 HIDDEN MEADOWS CIR	AUBURN CA 95603
SUSAN H SLANE		133 HASWELL CT	AUBURN CA 95603
SUSAN L EASTMAN		595 MILL RD	AUBURN CA 95603
SUSAN L LACOSSE		2557 CREW CT	AUBURN CA 95602
SUSAN M & JAMES LISSA SCHRADER		2540 GRASS VALLEY HWY #64	AUBURN CA 95603
SUSAN N YAMAMOTO		12540 OUT OF THE WAY PL	AUBURN CA 95603
SUSAN REINECK		17780 CROTHER HILLS RD	MEADOW VISTA CA 95722
SUSANNE ESTHER & BAGNE PAUL D MICHAELS		12425 OAK LEAF CT	AUBURN CA 95603
SUZANNE MARGARET & MICHAEL CHARLES RHODES		2296 INDIAN ROCK LN	AUBURN CA 95603
SUZANNE WHITMAN		1576 COTTONWOOD CIR	AUBURN CA 95603
SVH AUBURN LLC		13636 VENTURA BLVD #348	SHERMAN OAKS CA 91423
SYBIL Y LOUTON		1220 TAYLOR LN	AUBURN CA 95603
SYLVESTER & PEGGY ELLEN WILLIAMS		1547 RUTGERS CT	AUBURN CA 95603
SYNTHIA HARRIS		16404 SANFORD RD	GRASS VALLEY CA 95949
TAD TIMOTHY & DEBRA KAY BONNER		953 ROSENE CT	AUBURN CA 95603
TAH 2016-1 BORROWER LLC	C/O TRICON AMERICAN HOMES LLC	1508 BROOKHOLLOW DR	SANTA ANA CA 92705
TAMARA STURGILL-METZNER		2300 INDIAN ROCK LN	AUBURN CA 95603
TARGET CORPORATION	C/O MARVIN F POER AND CO	P O BOX 802206	DALLAS TX 75380 2206
TERRACINA OAKS LP	C/O RIVERSIDE CHARITABLE CORP	14131 YORBA ST	TUSTIN CA 92780
TERRE A DAVIS		13180 ERIN DR	AUBURN CA 95603
TERRELL TRACE R & TERRELL SABRINA S		2404 COTTAGE DR	AUBURN CA 95603
TERRY L & JOANNE M NOZISKA		12957 ERIN DR	AUBURN CA 95603 2865
TERRY L & LORI E STAFFORD		1444 WESLEY LN	AUBURN CA 95603
TERRY PETERSON		1625 WIMBLEDON DR	AUBURN CA 95603
TESORO REFINING & MARKETING COMPANY LLC	ATTN CHIP TWOMEY	PO BOX 592809	SAN ANTONIO TX 78259
THELMA MEADERS		3250 BLUE OAKS DR #201	AUBURN CA 95602 2456
THEODORE D & ESPEY LINA REL		12687 PRINCETON DR	AUBURN CA 95603
THEODORE DAVID MEYERS		12452 JEREMIAH DR	AUBURN CA 95603
THEODORE J & ANNE P VELING		9395 MICHELLE DR	AUBURN CA 95603
THEODORE J & JOANNE D PIETRZAK		1532 RUTGERS CT	AUBURN CA 95603
THERESA B PHILPOT		12217 HEMLOCK DR	AUBURN CA 95603
THERESE SILVA		12460 LADD LN	AUBURN CA 95603
THOMAS & ELIZABETH FURTAUER		550 MILL RD	AUBURN CA 95603
THOMAS & MARY JO ROSCHAK		11971 HERITAGE OAK PL	AUBURN CA 95603
THOMAS & PATRICIA HUFF		12210 HEMLOCK DR	AUBURN CA 95603
THOMAS & REIMCHE DIANA LUGONE		12205 HEMLOCK DR #98	AUBURN CA 95603
THOMAS A & ARLOWYN K JOHNSON		12990 CREEKVIEW CT	AUBURN CA 95603
THOMAS A & JANET S FREITAS		1500 CRYSTAL SPRINGS RD	AUBURN CA 95603
THOMAS A & PIETTE MARY E PETITE		12580 OUT OF THE WAY PL	AUBURN CA 95603
THOMAS C & PATTI A FUNKHOUSER		12473 HYDE PARK LN	AUBURN CA 95603
THOMAS D & CHARLOTTE A BURNES		460 PERKINS WAY	AUBURN CA 95603
THOMAS D & SHARON L MERRY		2540 GRASS VALLEY HWY	AUBURN CA 95603
THOMAS D & SHARYN M KUBIK		1365 WESLEY LN	AUBURN CA 95603
THOMAS D & SHIRLEY L KLASEY		PO BOX 3114	AUBURN CA 95604
THOMAS D BURNES		460 PERKINS WAY	AUBURN CA 95603
THOMAS E & MARY J LEIGON		12444 TAM O SHANTER LN	AUBURN CA 95603
THOMAS E & PHYLLIS A CLASSON		300 KATHERINE WAY	AUBURN CA 95603
THOMAS EDWARDS & SUZANNE ELIZABET SHERIFF		P O BOX 347	MEADOW VISTA CA 95722
THOMAS G BRENNER		461 GRASS VALLEY HWY	AUBURN CA 95603

THOMAS H HART	6459 LONGRIDGE CT	FORESTHILL CA 95631
THOMAS H PALMER	1485 WIMBLEDON DR	AUBURN CA 95603
THOMAS J & JUDITH A BOUCREE	13080 ERIN DR	AUBURN CA 95603
THOMAS K LOPICCOLO	2547 GRASS VALLEY HWY	AUBURN CA 95603
THOMAS L & BONNIE J JONES	12331 INCLINE DR	AUBURN CA 95603
THOMAS L & DIANA F COX	12470 ERIN DR	AUBURN CA 95603
THOMAS L & MAREN L BAXMAN	12240 DYER CT	AUBURN CA 95603
THOMAS M RAWLINS	268 SUNSET LN	APPLEGATE CA 95703
THOMAS N & TOBIE V YUNK	2540 SULLIVAN DR	AUBURN CA 95603
THOMAS P & ELEANOR B SWISLEY	145 SQUIRE LN	AUBURN CA 95603
THOMAS R WRIGHT	PO BOX 6088	AUBURN CA 95604
THOMAS ROSCHAK	3250 FORTUNE CT	AUBURN CA 95602
THOMAS V & JENIFER K GRIFFIN	12434 OAKLEAF CT	AUBURN CA 95603
THOMAS WILBUR & BARBARA MARY HANNAH	222 LIVE OAK ST	AUBURN CA 95603
THOMPSON LIVING TRUST	632 DUNDEE CT	APPLEGATE CA 95703
TIMOTHY & JENNIFER TUCKER	13160 ERIN DR	AUBURN CA 95603
TIMOTHY & SHARI H PATCHETT	3237 PROFESSIONAL DR #A	AUBURN CA 95603
TIMOTHY & SHEILA ARNDT	12670 TOWN VIEW DR	AUBURN CA 95603
TIMOTHY A & ANNELORE F BRISSON	1055 TEAL CT	AUBURN CA 95603
TIMOTHY A & NARDINI-HANSON NANCY HANSON	1040 FOX RUN CT	AUBURN CA 95603
TIMOTHY B & RHONDA F BOUGHTON	2770 SHANLEY RD	AUBURN CA 95603
TIMOTHY CRESPILO	PO BOX 4069	AUBURN CA 95604
TIMOTHY L & ANNETTE M RICH	2535 SULLIVAN DR	AUBURN CA 95603
TIMOTHY S & ROBYN FUJII WOODALL	2233 WILDBERRY LN	AUBURN CA 95603
TITO A & ROSALINDA M ANDRADA	12520 KILLARNEY WAY	AUBURN CA 95603
TITO A ANDRADA	12570 CRIMSON CT	AUBURN CA 95603
TOBI L BROWNING	1244 HARMONY LN	AUBURN CA 95603
TOBY & LINDA A TREZONA	1071 MADRONE LN	PLACERVILLE CA 95667
TODD D & HEATHER LARIMER	12465 MARATHON DR	AUBURN CA 95603
TODD W & SHERI C ROOME	2100 BANDOS LN	AUBURN CA 95603
TOIVO T & HILMA J VALTATIE	13280 ERIN DR	AUBURN CA 95603 2815
TOM R & MADELINE J TIEMAN	2563 PACER PL	AUBURN CA 95603 9061
TOM S & DESIREE R HENNESSY	4061 HEATHER LN	AUBURN CA 95603 7909
TONI L DAUGHERTY	12645 TOWN VIEW DR	AUBURN CA 95603
TONIA C BIENIEK	PO BOX 117	ROCKLIN CA 95765
TONY D & JUDY ANN CARTRIGHT	1197 WESLEY LN	AUBURN CA 95603
TOSHIRO & NORIKO MIURA	2500 SULLIVAN DR	AUBURN CA 95603
TRENTMAN LP	12600 LOCKSLEY LN #300	AUBURN CA 95602
U S BANK OF CALIFORNIA	2800 LAKE ST	MINNEAPOLIS MN 55406
UBALDO ROMAN	12700 LUTHER RD	AUBURN CA 95603
UNION PACIFIC RAILROAD COMPANY	1400 DOUGLAS ST #1640	OMAHA NE 68179
VALENS PAUL VENEZIO	2520 PACER PL	AUBURN CA 95603
VALERY L SCHULZ	2540 HWY SPC #54	AUBURN CA 95603
VALESKA ARMISEN	12683 PRINCETON DR	AUBURN CA 95603
VALLEY HOSPITALS SUTTER	PO BOX 619051	ROSEVILLE CA 95661
VALMERE A FISCHER	2553 PACER PL	AUBURN CA 95603
VANCE B MCDOUGALL	811 TERRA CALIFORNIA DR	WALNUT CREEK CA 94595
VANCE LARRY FRANCIS	2540 GRASS VALLEY HWY	AUBURN CA 95603
VENUS O & MICHAEL S KAPLER	1165 SUMMER RIDGE CT	AUBURN CA 95603
VERA A & STERLING P HOLLOWAY	1490 CHRISTIAN VALLEY DR	AUBURN CA 95603
VERA M BEEKLEY	2419 COTTAGE DR	AUBURN CA 95603
VERNON GUILD MT	P O BOX 6208	AUBURN CA 95604
VERNON R & LUCILLE M LUBOVICH	1700 CALLOWAY CIR	AUBURN CA 95603
VIAN PROPERTIES INC	1531 INDUSTRIAL DR	AUBURN CA 95603
VIAN PROPERTIES INC	1531 INDUSTRIAL WAY	AUBURN CA 95603
VICKIE ELAINE & GARY PARK ANDERSON	404 DANUBE DR	APTOS CA 95003
VICKIE LOUISE WINKLER	PO BOX 5675	AUBURN CA 95603
VICTOR A & LORI K MAJUSIAK	841 MATSON DR	AUBURN CA 95603
VICTOR J & VEONA L GALBRAITH	12570 FLORADALE LN	AUBURN CA 95603 2948
VICTORIA E HOFFMAN	1860 CALLOWAY CIR	AUBURN CA 95603
VILLAGE AUBURN COLONIAL	801 VERNON ST	ROSEVILLE CA 95678 3149
VILLAGE WOODSIDE	12155 LUTHER RD	AUBURN CA 95603
VINCENT P & MARIA C PAIZ	973 ROSENE CT	AUBURN CA 95603
VIRGINIA A DECKER	12555 KILARNEY WAY	AUBURN CA 95603
VIRGINIA A JACKSON	1112 BRIDLE CT	AUBURN CA 95603
VIRGINIA C STRAIGHT	6020 STANLEY DR	AUBURN CA 95602
VISCOUNT INVESTMENT COMPANY	2264 LAKE TAHOE BLVD #6	SOUTH LAKE TAHOE CA 96150
WALGREEN CO LSSEE	PO BOX 1159	DEERFIELD IL 60015
WALMART REAL ESTATE BUSINESS	P O BOX 8050 STORE 70534	BENTONVILLE AR 72716 8050
WALSCHON INVESTMENT COMPANY LLC	18 SUNNYDALE AVE	SAN CARLOS CA 94070
WALTER & MARINA SCHMIDT	PO BOX 204	MEADOW VISTA CA 95722
WALTER A SEUFERT	PO BOX 4512	AUBURN CA 95604
WALTON A PERKINS	12303 HIDDEN MEADOWS CIR	AUBURN CA 95603
WALTON T & RAEANN C BURREN	1455 CRYSTAL SPRINGS RD	AUBURN CA 95603
WAVA B TORY	12987 ERIN DR	AUBURN CA 95603
WAYNE & DUSTYE NADER	3318 SUNSET TERRACE	AUBURN CA 95602
WAYNE & JAIME BOLANDER	1249 SUMMER PL	AUBURN CA 95603
WAYNE A & ALEXANDRA D HOLLOWAY	12415 HOMESTEAD WAY	AUBURN CA 95603
WAYNE L & JODI R BARNES	13555 MOSS ROCK DR	AUBURN ID 95602 9382
WAYNE LEE & TAYLORWORDEN ELIZABETH KEARNEY WORDEN	2405 SHORT LN	AUBURN CA 95603
WAYNE M & MARLA J HOLVECK	12340 HYDE PARK LN	AUBURN CA 95603
WENDELL P JACOB	48 COLLEGE PARK	DAVIS CA 95616
WESLEY K & PAULA V ZICKER	1520 RADCLIFF WAY	AUBURN CA 95603
	C/O CLARENCE & WYNEFRED TRENTMAN ATTN TAX DEPARTMENT	
	C/O LYNDA TIMBERS C/O ARTHUR FULLER	
	REAL ESTATE PROPERTY TAX C/O WALMART STORES INC PROPERTY TAX	

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
	Energy Management Service	SCD Energy Solutions
Alta Power Group, LLC	Evaluation + Strategy for Social	
Anderson & Poole	Innovation	
	GenOn Energy, Inc.	SCE
Atlas ReFuel	Goodin, MacBride, Squeri, Schlotz &	SDG&E and SoCalGas
BART	Ritchie	
	Green Charge Networks	SPURR
Barkovich & Yap, Inc.	Green Power Institute	San Francisco Water Power and Sewer
P.C. CalCom Solar	Hanna & Morton	Seattle City Light
California Cotton Ginners & Growers Assn	ICF	Sempra Utilities
California Energy Commission	International Power Technology	Southern California Edison Company
California Public Utilities Commission	Intestate Gas Services, Inc.	Southern California Gas Company
California State Association of Counties	Kelly Group	Spark Energy
Calpine	Ken Bohn Consulting	Sun Light & Power
	Keyes & Fox LLP	Sunshine Design
Cameron-Daniel, P.C.	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
Casner, Steve	Linde	TerraVerde Renewable Partners
Cenergy Power	Los Angeles County Integrated Waste	Tiger Natural Gas, Inc.
Center for Biological Diversity	Management Task Force	
City of Palo Alto	Los Angeles Dept of Water & Power	TransCanada
	MRW & Associates	Troutman Sanders LLP
City of San Jose	Manatt Phelps Phillips	Utility Cost Management
Clean Power Research	Marin Energy Authority	Utility Power Solutions
Coast Economic Consulting	McKenzie & Associates	Utility Specialists
Commercial Energy		
County of Tehama - Department of Public	Modesto Irrigation District	Verizon
Works	Morgan Stanley	Water and Energy Consulting
Crossborder Energy	NLine Energy, Inc.	Wellhead Electric Company
Crown Road Energy, LLC	NRG Solar	Western Manufactured Housing
Davis Wright Tremaine LLP		Communities Association (WMA)
Day Carter Murphy	Office of Ratepayer Advocates	Yep Energy
	OnGrid Solar	
Dept of General Services	Pacific Gas and Electric Company	
Don Pickett & Associates, Inc.		
Douglass & Liddell		