

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



July 3, 2019

Advice Letter 5558-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: Manzanita Lake 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 5558-E is effective as of July 03, 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



June 12, 2019

Advice 5558-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Manzanita Lake 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 330 acres of land in Madera County, commonly known as Manzanita Lake ("Property"). The Sierra Foothill Conservancy ("SFC"), 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 ("BPs") on the Property, including the habitat of fish, wildlife and plants, forest resources on the Property, the scenic viewshed of the Property, outdoor recreation by the general public and 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 330 acres of land, identified as a portion of Parcel 1045 and all of Parcels 1046-1052, on the map included in Attachment A, page 3, and is located in Madera County, approximately 33 miles northeast of Fresno and 5 miles south of Bass Lake. The Property is surrounded by private property and U.S. Forest Service Lands.

(2) Type of Property Interest Disposition

Per Stewardship Council recommendation, PG&E will convey a conservation easement (Attachment B) to SFC 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 SFC is deemed to be zero dollars (\$0).

A. Property Encumbrances and Uses

There are recorded encumbrances for roads, a highway, water for forest service fire control, ingress/egress, recreation and water pipeline/cistern/pumping facilities 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 public may access portions of the Property via County Road 222 and Manzanita Lake Road. Road 222 intersects with Road 221 and Highland Drive which provides access to portions of the Property as well. Other parcels are accessed through PG&E maintenance roads or other County maintained roads such as Douglas Ranger Station Road to access Parcels 1048-1050.

PG&E provides the public with formal recreational facilities on the Property including a day-use picnic area and restrooms along with access to fishing and swimming. 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 25 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

Sierra Foothill Conservancy
Attn: Executive Director
5067 Highway 140, Suite D
P.O. Box 691, Mariposa, CA

(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 mid-elevation Sierra Nevada mixed conifer/oak woodland forest type and riparian vegetation that provide habitat for wildlife and fisheries.

C. Outdoor Recreation by the General Public

Outdoor recreation such as picnicking, fishing and hiking.

D. Preservation of Open Space

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

E. 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:

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 July 2, 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 submittals 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 Sierra Foothill Conservancy is available upon request.

cc: Service List Appendix A - Advice Letter 5558-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 5558-E *****
APPENDIX A

***** **AGENCIES** *****

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

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

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

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

Sierra Foothill Conservancy
5067 highway 140, Suite D
P.O. Box 691, Mariposa, CA 95338
Telephone: (209) 742-5556

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) #: 5558-E

Tier Designation: 1

Subject of AL: Manzanita Lake 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

November 15, 2018



Stewardship
Council

Land Conservation and Conveyance Plan

PG&E Retained Lands at Manzanita Lake Planning Unit

Executive Summary

Subject

LCCP Manzanita Lake Planning Unit (PG&E Retained Lands)
Land Conservation Plan Identification Numbers (Parcels) 1045-1052 as shown on the map attached as Exhibit 1.

Type of Property Interest Disposition

- PG&E to retain fee simple title to 330 acres within Parcels 1045-1052.
- Sierra Foothill Conservancy (SFC) to hold the conservation easement on the 330 acres in Parcels 1045-1052.

Summary

The 475-acre Manzanita Lake planning unit includes 8 legal parcels. 330 acres of the planning unit in Parcels 1045-1052 will be retained by PG&E and are the subject of this LCCP. Pending California Public Utilities Commission (CPUC) approval, PG&E and SFC will enter into a conservation easement that will encumber Parcels 1045-1052. The remaining 145 acres within the planning unit will be donated to Madera County and are addressed in a separate LCCP.

Property Location

The property subject to this LCCP consists of 330 acres in Madera County primarily surrounding Manzanita Lake and San Joaquin No. 3 hydropower facilities.

Economic Uses and Agreements

There are recorded encumbrances for roads, a highway, water, ingress, egress, recreation, and water pipeline/cistern/pumping facilities on lands to be retained by PG&E in the Manzanita Lake planning unit. There are no unrecorded encumbrances or existing agreements for economic uses on the lands to be retained by PG&E within the Manzanita Lake planning unit.

Preserving and/or Enhancing the Beneficial Public Values

The conservation easement for Parcels 1045-1052 within the Manzanita Lake planning unit 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 mid-elevation Sierra Nevada mixed conifer/oak woodland forest type and riparian vegetation that provide habitat for wildlife and fisheries.
- The scenic viewshed of the Property in keeping with the surrounding environment, providing a forested landscape visible to passersby on the nearby roads, as well as views of the waterbodies on the Property.
- Outdoor recreation such as picnicking, fishing, and hiking.
- 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 Manzanita Lake Planning Unit Environmental Site Assessment Report, prepared by AMEC Geomatrix, Inc., dated December 20, 2011, to SFC, fulfilling the disclosure requirements of the Land Conservation Commitment.

Consideration of Parcel Split

Within Parcel 1045, approximately 245 acres will be retained by PG&E. PG&E determined that operational needs would be met sufficiently through the reservation of rights for ongoing hydroelectric operations on the remaining 145 acres within this parcel. To effectuate transfer of a portion of the property, a parcel split will be required to comply with the California Subdivision Map Act (Government Code Section 66410, et seq). Certain exemptions to the Map Act apply to public utilities and/or to governmental entities and may apply to future conveyances of parcels within this planning unit.

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 Manzanita Lake 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

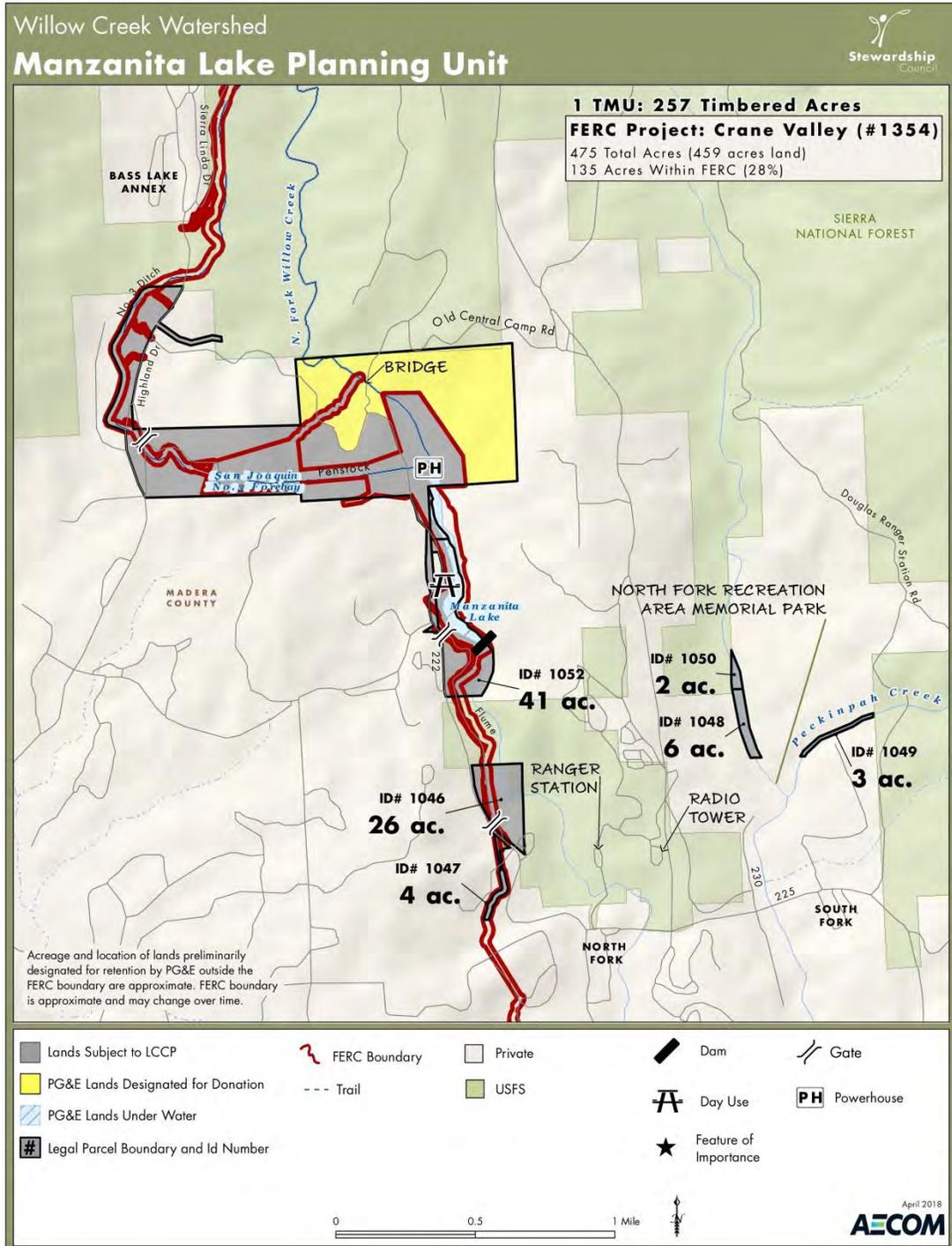


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Introduction

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 Manzanita Lake 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 the Sierra Foothill Conservancy (SFC) hold a conservation easement encumbering 330 acres within

Parcels 1045-1052 in the Manzanita Lake 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

The Manzanita Lake planning unit contains 8 legal parcels (Parcels 1045-1052) totaling approximately 475 acres in Madera County. 330 acres in Parcels 1045-1052 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 SFC as described in Chapter 3.

The Manzanita Lake planning unit is located in Madera County, approximately three miles south of Bass Lake and one mile north of the town of North Fork. Most of the parcels contain features of the San Joaquin No. 2 and No. 3 hydropower developments, both of which are part of the Crane Valley FERC Project (#1354). Manzanita Lake, with 26 surface acres and an average depth of about 6.5 feet, is the most prominent and accessible feature of the planning unit.

Riparian vegetation in the planning unit occurs in small patches and relatively narrow bands along the shorelines of Manzanita Lake, North Fork and South Fork Willow Creek, and Peckinpah Creek. Despite their small size, these areas support unique plant communities and provide important habitat for wildlife, including migratory and resident bird species. Several special status plant species have been recorded in the Crane Valley Project area, along with two noxious plant species. The planning unit contains habitat suitable for use by up to 14 special status animal species, including the valley elderberry longhorn beetle, foothill yellow-legged frog, golden eagle, Northern goshawk, long-eared owl, California spotted owl, Vaux's swift, olive-sided flycatcher, yellow warbler, spotted bat, Western mastiff bat, pallid bat, Sierra Nevada mountain beaver, and ringtail. North Fork Willow Creek above and below Manzanita Lake also supports rainbow trout and hitch, but the dominant species is Sacramento sucker.

In addition to traditional uses, locals from North Fork and the surrounding area use Manzanita Lake for recreation activities such as picnicking and fishing. There is an easily accessible day use area on the west side of the lake with picnic tables and cooking grills, a restroom, parking, and shoreline access. Canoes and kayaks can be used on the reservoir. There are no other formal recreation facilities in the planning unit; however, dispersed recreation takes place along canals, flumes, and Willow Creek. Unauthorized OHV use and camping have been reported at more remote access points along Willow Creek.

There is one PG&E Timber Management Unit (TMU) within the planning unit that contains 257 acres of timberlands, which are being managed under a Recreation and Sustainable Timber Management prescription. This means that forest management in designated recreational areas is limited to fuel reduction, hazard tree removal, and improving aesthetics while sustainable timber management is emphasized outside of designated recreational areas. There are also several Fire Safe Councils operating in the area who focus on fuel load reduction and fire prevention.

No agricultural activities (farming or grazing) occur within the planning unit.

Many cultural sites have been found within the Crane Valley Project cultural resource study area (primarily within the FERC boundary), and artifacts of the area are featured at the Sierra Mono Museum in the nearby town of North Fork. The local Native American community, mostly consisting of members of the Mono Tribe, use the Manzanita Lake area for plant gathering, community gatherings and related cultural activities, as well as for recreation.

Adjacent and Nearby Landowners

The land within the Manzanita Lake planning unit to be retained by PG&E is surrounded by private property and National Forest System land managed by Sierra National Forest. Some of the parcels to be retained by PG&E are accessed via Madera County Roads 221 and 222; there is no vehicular access to Parcels 1048-1050.

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 roads, a highway, water, ingress, egress, recreation, and water pipeline/cistern/pumping facilities on lands to be retained by PG&E in the Manzanita Lake planning unit. There are no unrecorded encumbrances or existing agreements for economic uses on the lands to be retained by PG&E within the Manzanita Lake planning unit.

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 Manzanita Lake 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 plants and animals that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. 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.”

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 appropriate recreation opportunities and recreation management.

The conservation easement includes outdoor recreation, such as picnicking, fishing, and hiking as a BPV to be protected. Furthermore, the conservation easement provides that the landowner will allow public access on the property at levels substantially consistent with those existing at the time the conservation easement is recorded, subject to PG&E’s Reserved Rights (Section 7 of the conservation easement), and the landowner’s right to make reasonable rules and regulations.

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 and preserve and enhance habitat.

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

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 Manzanita Lake 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.
- 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 Manzanita Lake planning unit encompasses approximately 475 acres. Approximately 255 acres were identified by PG&E as lands not necessary for current and future utility operations. Therefore, these 255 acres of land were made available for fee title donation. Madera County was recommended to receive a donation of approximately 220 acres within Parcel 1045, but during survey work the boundary was moved to Road 222 to avoid PG&E access roads and overhead lines, resulting in a donation area of 145 acres. These 145 acres are addressed in a separate LCCP. The remaining 330 acres are being retained by PG&E and are addressed in this LCCP.

Lands to be Retained by PG&E

330 acres within 8 parcels (1045-1052) of the Manzanita Lake planning unit will be retained in fee by PG&E.

The map in Exhibit 1 shows all of the land within Parcels 1045-1052 in the Manzanita Lake planning unit 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 SFC will hold the conservation easement over the lands

within the Manzanita Lake planning unit that are the subject of this LCCP. The qualifications of SFC 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 Manzanita Lake planning unit, PG&E and SFC 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 June 15, 2016:

- Sierra Foothill Conservancy (SFC) to hold a conservation easement over 330 acres to be retained by PG&E (Parcels 1045-1052) in the Manzanita Lake planning unit.

Capacity of Selected Organizations

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

- SFC was established in 1996 and operates in the western Sierra Nevada from the crest to the grasslands in Fresno, Madera, eastern Merced and Mariposa counties
- SFC honors our natural and cultural heritage by protecting the resources of the Sierra Nevada region and ensuring that present and future generations will continue to experience and enjoy the land in this region. SFC supports a thriving land-based economy while promoting a conservation ethic that spans generations
- SFC holds 34 conservation easements on 21,277 acres. SFC also owns and manages 8 nature preserves for a total of 6,441 acres in fee title ownership
- SFC is governed by a 12 member board of directors
- SFC is an accredited land trust with the Land Trust Alliance

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 330 acres within Parcels 1045-1052 of the Manzanita Lake planning unit and as such, PG&E will continue to pay property taxes to Madera 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 1045-1052 of the Manzanita Lake planning unit 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 conservation easement holder harmless.

Lands to be Retained by PG&E

PG&E is retaining fee title ownership of 330 acres within Parcels 1045-1052 of the Manzanita Lake planning unit and confirmed it has provided the Manzanita Lake Planning Unit Environmental Site Assessment Report, prepared by AMEC Geomatrix, Inc., dated December 20, 2011, to SFC, fulfilling the disclosure requirements of the Land Conservation Commitment.

7. Consideration of Parcel Split

Within Parcel 1045, approximately 330 acres will be retained by PG&E. PG&E determined that operational needs would be met sufficiently through the reservation of rights for ongoing hydroelectric operations on the remaining 145 acres within this parcel. To effectuate transfer of a portion of the property, a parcel split will be required to comply with the California Subdivision Map Act (Government Code Section 66410, et seq). Certain exemptions to the Map Act apply to public utilities and/or to governmental entities and may apply to future conveyances of parcels within this planning unit.

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

- FERC review and approval (2019)
- CPUC review and approval (2019)
- Close of escrow (2020)
- Stewardship Council release of funds to SFC per conservation easement funding agreement (2020)

Compliance with Local Land Use Planning Requirements

Future management of the Manzanita Lake planning unit 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.

MANZANITA LAKE 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 Manzanita Lake 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.

Three comments were received concerning the Manzanita Lake planning unit during public review of Volumes I and II of the LCP. These comments encouraged fuels treatment as well as coordination with the North Fork Community Development Council and other landowners and community groups to promote opportunities for future recreational enhancements.

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 Manzanita Lake planning unit to a Public Information Meeting that was held in Clovis, California on April 21, 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 the Manzanita Lake planning unit was hosted by the Stewardship Council on April 21, 2011 in Clovis, California. Attendees at the workshop included a total

Appendix 1: Summary of Public Outreach

of 18 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 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 Manzanita Lake planning unit.

The purpose of the workshop was to: (1) provide an overview of the land conservation process; and, (2) solicit additional public input on future stewardship of the two planning units.

IV. PUBLIC REVIEW OF LAND STEWARDSHIP PROPOSALS

On May 13, 2011, the Stewardship Council received two Land Stewardship Proposals from organizations interested in being considered for a donation of fee title to certain lands located within the Manzanita Lake planning unit. Madera County and the North Fork Mono Tribe submitted Land Stewardship Proposals for property within the Manzanita Lake planning unit.

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

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

Appendix 1: Summary of Public Outreach

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 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 recommendation at the Manzanita Lake planning unit were provided to the board for consideration at the relevant public board meeting.

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

Appendix 1: Summary of Public Outreach

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 conservation easement donee is 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.

<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>Sierra Foothill Conservancy 5065 Highway 140, Suite G Mariposa, CA 95338 Attention: Executive Director</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>

A.P.N. 060-030-024, 060-040-053, 060-040-077, 061-021-015, 061-022-002, 061-064-001, 061-065-001

Date: _____

DEED OF CONSERVATION EASEMENT AND AGREEMENT
(MANZANITA PLANNING UNIT)

Between

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

and

SIERRA FOOTHILL CONSERVANCY, a California non-profit 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
(MANZANITA RESERVOIR 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 SIERRA FOOTHILL CONSERVANCY, a California non-profit corporation ("**Grantee**"), with reference to the following facts:

RECITALS

A. **The Property.** Grantor is the owner of approximately 330 acres of real property located in Madera County, State of California, as more particularly described in the attached Exhibit A (the "**Property**").

B. **FPA and FERC Jurisdiction.** The Property lies 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 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 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 identified in the LCP 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. Without limiting the preceding sentence, with respect to the fenced areas at the Property, Grantee shall comply with any and all of Grantor's on-site safety and security requirements and any other rules and regulations that may be implemented by Grantor. Grantee agrees to cooperate with Grantor and to abide by any and all orders or instructions issued by Grantor, its employees, agents or representatives. Upon request, if Grantee's employees or other representatives will be entering into restricted areas of the Property, Grantee shall have its employees who will be entering such areas attend PG&E safety presentations, so that such employees understand all safety precautions and protocols concerning high voltage transmission lines and the electrical substation.

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 initial delineated Hydro Operating Zones 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 California 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.

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 ("**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 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, 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. 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: If by registered or certified mail, return receipt requested:

Sierra Foothill Conservancy
P.O. Box 691
Mariposa, CA 95338
Attention: Executive Director

With a copy to:

Baker Manock & Jenson, PC
5260 N. Palm Ave., Ste. 421
Fresno, CA 93704
Attention: Christopher L. Campbell

If by personal delivery or overnight courier:

Sierra Foothill Conservancy
5065 Highway 140, Suite G
Mariposa, CA 95338
Attention: Executive Director

With a copy to:

Baker Manock & Jenson, PC
5260 N. Palm Ave., Ste. 421
Fresno, CA 93704
Attention: Christopher L. Campbell

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(s)
<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:

SIERRA FOOTHILL CONSERVANCY,
a California non-profit corporation

By: _____

Bridget M. Fithian
Executive Director

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 MADERA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LCP ID#1045

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1; THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11; THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 .

TOGETHER WITH THAT PORTION OF SECTION 11 COMMENCING AT A POINT 1320 FEET DUE SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 11; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE WEST A DISTANCE OF 1320 FEET; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE SOUTH A DISTANCE OF 165 FEET; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE EAST A DISTANCE OF 1320 FEET; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE NORTH A DISTANCE OF 165 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION DEEDED TO GLENN F. MYERS AND BESSIE V. MYERS RECORDED ON DECEMBER 7, 1962 IN BOOK 848, PAGE 51 AND RECORDED ON JUNE 21, 1965 IN BOOK 937, PAGE 135 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE 2 INCH CAPPED PIPE (MARKED L.S. 1969) MARKING THE WEST QUARTER CORNER OF SAID SECTION 12, AND RUNNING THENCE NORTH $0^{\circ} 44' 30''$ WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID SECTION 12, A DISTANCE OF 1009.03 FEET; THENCE SOUTH $89^{\circ} 25' 04''$ EAST 2091.96 FEET TO A ONE AND ONE-QUARTER INCH IRON PIPE; THENCE CONTINUING SOUTH $89^{\circ} 25' 04''$ EAST 151.73 FEET TO A POINT DISTANT 50.00 FEET WESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF A COUNTY ROAD TRAVERSING SAID SECTION 12 AS SHOWN UPON THE RECORD OF SURVEY MAP RECORDED IN BOOK 10, PAGE 150 OF MAPS OF THE COUNTY OF MADERA; THENCE

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PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING THREE COURSE, NAMELY:

SOUTH 10 ° 49' 43" EAST 22.22 FEET; THENCE
ON A CURVE TO THE LEFT WITH A RADIUS OF 550 FEET, THROUGH A CENTRAL ANGLE OF 22 ° 34' 53", AN ARC DISTANCE OF 216.77 FEET; AND THENCE
SOUTH 33 ° 24' 36" EAST 301.82 FEET; THENCE
SOUTH 3 ° 21' 50" EAST 271.58 FEET; THENCE
SOUTH 1 ° 24' 10" WEST 283.97 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE
ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 THE FOLLOWING TWO COURSES, NAMELY:

NORTH 89 ° 01' 50" WEST 508.65 FEET TO A 1 INCH IRON PIPE IN A ROCK MOUND MARKING THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE
CONTINUING NORTH 89 ° 01' 50" WEST 1982.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO OTIS TEAFORD AND WIFE RECORDED ON MARCH 27, 1961 IN BOOK 794, PAGE 229 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA, PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1. BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, FROM WHICH THE 1 ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12 BEARS SOUTH 89 ° 23' 26" EAST 152.63 FEET DISTANT, SAID ONE AND ONE-QUARTER INCH IRON PIPE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12 IS SET NORTH 0 ° 42' 58" WEST 2604.64 FEET DISTANT FROM THE 1 ONE-QUARTER INCH IRON PIPE IN A ROCK MOUND MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 12, SAID POINT OF BEGINNING BEING ALSO DISTANT 25.00 FEET WESTERLY (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF PACIFIC'S EXISTING POLE LINE FOR TELEPHONE PURPOSES, AND RUNNING THENCE FROM SAID POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

SOUTH 1 ° 23' 34" WEST 17.57 FEET; THENCE
SOUTH 1 ° 36' 19" WEST 244.69 FEET; AND THENCE
SOUTH 9 ° 28' 11" EAST 381.82 FEET TO A POINT DISTANT 50.00 FEET NORTHWESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF THE COUNTY ROAD TRAVERSING SAID SECTION 12; THENCE
PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING FOUR COURSES AND DISTANCES, NAMELY:

SOUTH 43 ° 53' 18" WEST 14.31 FEET; THENCE
ON A CURVE TO THE LEFT WITH A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 43 ° 42' 30", AN ARC DISTANCE OF 271.23 FEET; THENCE
SOUTH 0 ° 10' 48" WEST 35.00 FEET; AND THENCE

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ON A CURVE TO THE LEFT WITH A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 33 ° 54' 13", AN ARC DISTANCE OF 325.45 FEET; THENCE SOUTH 66 ° 37' 27" WEST 219.93 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE NORTH 89 ° 19' 40" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 232.06 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE CONTINUING NORTH 89 ° 19' 40" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 99.47 FEET TO THE ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE NORTH 0 ° 41' 07" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 1301.58 FEET TO THE ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 508.13 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL NO. 2. BEGINNING AT SAID ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, AND RUNNING THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 91.95 FEET TO A POINT DISTANT 50.00 FEET SOUTHWESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID COUNTY ROAD; THENCE PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

SOUTH 16 ° 10' 11" EAST 76.97 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 60 ° 03' 29", AN ARC DISTANCE OF 471.68 FEET; AND THENCE SOUTH 43 ° 53' 18" WEST 83.37 FEET TO A POINT DISTANT 25.00 FEET EASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES; THENCE PARALLEL WITH THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

NORTH 9 ° 28' 11" WEST 339.88 FEET; THENCE NORTH 1 ° 36' 19" EAST 219.90 FEET; AND THENCE NORTH 1 ° 23' 34" EAST 18.30 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 102.63 FEET, MORE OR LESS, TO THE

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POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO JOHN H. ADAMS ET. AL. RECORDED ON AUGUST 8, 1962 IN BOOK 835, PAGE 32 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I. BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, RUNNING THENCE SOUTH $89^{\circ} 27'$ EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 1418.08 FEET TO A POINT IN THE LINE WHICH IS PARALLEL WITH AND DISTANT 50 FEET WESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF PACIFIC GAS & ELECTRIC'S EXISTING FLUME; THENCE ALONG A SAID PARALLEL THE FOLLOWING SIX BEARINGS AND DISTANCES, NAMELY:

SOUTH $58^{\circ} 25' 30''$ WEST 226.50 FEET; THENCE
SOUTH $29^{\circ} 51' 30''$ WEST 1169.67 FEET; THENCE
SOUTH $24^{\circ} 18' 30''$ EAST 554.41 FEET; THENCE
SOUTH $16^{\circ} 57' 30''$ WEST 420.87 FEET; THENCE
SOUTH $29^{\circ} 52' 30''$ WEST 556.16 FEET; AND THENCE
SOUTH $67^{\circ} 49'$ EAST 385.80 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO THE COUNTY OF MADERA DATED APRIL 25, 1962 AND RECORDED IN BOOK 828, PAGE 168 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE
ALONG THE WESTERLY BOUNDARY LINE OF SAID STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET THE FOLLOWING THREE COURSES, NAMELY:

SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 854.09 FEET, THROUGH A CENTRAL ANGLE OF $30^{\circ} 43' 30''$, AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH $7^{\circ} 38'$ WEST, AN ARC DISTANCE OF 453.18 FEET; THENCE
SOUTH $22^{\circ} 59' 30''$ EAST 502.79 FEET; AND THENCE
SOUTHERLY ON A CURVE TO THE RIGHT WITH THE RADIUS OF 1314.53 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ} 58' 30''$, AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO THE PRECEDING COURSE, AN ARC DISTANCE OF 389.46 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11; THENCE
NORTH $89^{\circ} 59'$ WEST ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 1155.18 FEET TO THE 2 INCH PIPE IN A ROCK MOUND MARKING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11; THENCE
NORTH $0^{\circ} 53'$ WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 1323.28 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11; THENCE
NORTH $0^{\circ} 07' 30''$ WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE EAST ONE-HALF

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OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 2641.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL II. BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, AND RUNNING THENCE NORTH $89^{\circ} 27'$ WEST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 538.75 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET DESCRIBED IN THE DEED FROM PACIFIC GAS & ELECTRIC COMPANY TO COUNTY OF MADERA DATED APRIL 25, 1962 AND RECORDED IN BOOK 828, PAGE 173 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET THE FOLLOWING TWO COURSES, NAMELY:

SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ} 10'$, AND TANGENT AT THE SOUTHWESTERLY TERMINUS THEREOF TO THE SUCCEEDING COURSE, AN ARC DISTANCE OF 155.18 FEET; AND THENCE SOUTH $34^{\circ} 37' 30''$ WEST 690.65 FEET; THENCE SOUTH $21^{\circ} 10'$ EAST 31.22 FEET; THENCE SOUTH $53^{\circ} 07' 30''$ EAST 218.63 FEET; THENCE SOUTH $45^{\circ} 32' 30''$ EAST 99.08 FEET; THENCE NORTH $84^{\circ} 48' 30''$ EAST 69.23 FEET; THENCE SOUTH $79^{\circ} 44'$ EAST 82.83 FEET; THENCE SOUTH $56^{\circ} 28' 30''$ EAST 49.35 FEET; THENCE NORTH $66^{\circ} 49' 30''$ EAST 224.63 FEET; THENCE NORTH $53^{\circ} 22' 30''$ EAST 105.22 FEET; THENCE NORTH $85^{\circ} 15' 30''$ EAST 89.22 FEET; THENCE SOUTH $32^{\circ} 26' 30''$ EAST 20.18 FEET; THENCE NORTH $89^{\circ} 41' 30''$ EAST 57.79 FEET; THENCE SOUTH $61^{\circ} 29'$ EAST 66.30 FEET; THENCE SOUTH $80^{\circ} 25' 30''$ EAST 50.19 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE NORTH $0^{\circ} 18'$ WEST, ALONG THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 865.17 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL III. BEGINNING AT A 2 INCH IRON PIPE SET IN A ROCK MOUND AND MARKING THE SOUTHEAST CORNER OF SAID SECTION 2, AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 2 THE FOLLOWING THREE BEARINGS AND DISTANCES, NAMELY:

NORTH $89^{\circ} 59'$ WEST 1314.12 FEET TO THE 2 INCH IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE CONTINUING NORTH $89^{\circ} 59'$ WEST 1314.13 FEET TO THE TWO AND ONE-HALF INCH CAPPED IRON PIPE (STAMPED L.S. 1969) SET IN A ROCK MOUND MARKING THE SOUTH ONE-QUARTER

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CORNER OF SAID SECTION 2; AND THENCE CONTINUING NORTH 89 ° 59' WEST 232.12 FEET TO A POINT WHICH IS DISTANT 50 FEET NORTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF PACIFIC GAS & ELECTRIC'S EXISTING FLUME; THENCE PARALLEL WITH THE CENTER LINE OF SAID FLUME THE FOLLOWING TWO BEARINGS AND DISTANCES, NAMELY:

NORTH 76 ° 40' WEST 68.41 FEET TO A POINT HEREIN CONVENIENCE CALLED POINT "C"; THENCE CONTINUING NORTH 76 ° 40' WEST 99.36 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET DESCRIBED IN THE DEED FROM PACIFIC GAS & ELECTRIC COMPANY TO THE COUNTY OF MADERA DATED APRIL 25, 1962 AND RECORDED IN BOOK 828, PAGE 168 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET THE FOLLOWING THREE COURSES, NAMELY:

NORTH 11 ° 48' 30" EAST 577.54 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 960 FEET, THROUGH A CENTRAL ANGLE OF 11 ° 26' 30", AND AN ARC DISTANCE OF 191.76 FEET; AND THENCE NORTH 23 ° 15' EAST 859.10 FEET; THENCE NORTH 25 ° 55' EAST 268.06 FEET; THENCE SOUTH 53 ° 07' 30" EAST 230.53 FEET; THENCE SOUTH 45 ° 32' 30" EAST 138.72 FEET; THENCE NORTH 84 ° 48' 30" EAST 101.93 FEET; THENCE SOUTH 79 ° 44' EAST 48.69 FEET; THENCE SOUTH 56 ° 28' 30" EAST 82.73 FEET; THENCE NORTH 66 ° 49' 30" EAST 290.39 FEET; THENCE NORTH 53 ° 22' 30" EAST 88.46 FEET; THENCE NORTH 85 ° 15' 30" EAST 0.22 FOOT; THENCE SOUTH 32 ° 26' 30" EAST 15.02 FEET; THENCE NORTH 89 ° 41' 30" EAST 87.39 FEET; THENCE SOUTH 61 ° 29' EAST 57.30 FEET; THENCE SOUTH 80 ° 25' 30" EAST 84.27 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE SOUTH 0 ° 18' EAST, ALONG THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 341.82 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE SOUTH 89 ° 43' EAST ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2 A DISTANCE OF 1309.77 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE SOUTH 0 ° 29' 30" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SECTION 2, A DISTANCE OF 1302.50 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

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ALSO EXCEPTING THEREFROM

A PARCEL OF LAND DESIGNATED FOR DONATION TO THE COUNTY OF MADERA DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 1 AND 12 OF TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1;

- (1) THENCE ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, N.01° 07'13"W. 1307.97 FEET TO THE NORTHWEST CORNER THEREOF, BEING A 2" IRON PIPE WITH CAP TAGGED "LS 1969";
- (2) THENCE ALONG NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, N.89° 20'25"E. 2649.17 FEET TO THE NORTHEAST CORNER THEREOF, BEING A 2-1/2" ALUMINUM PIPE WITH 3-1/4" US FOREST SERVICE CAP;
- (3) THENCE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, S.89° 41'06"E. 1416.39 FEET TO THE NORTHEAST CORNER THEREOF, BEING A 2-1/2" ALUMINUM PIPE WITH 3-1/4" US FOREST SERVICE CAP;
- (4) THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, S.00° 59'27"E. 1318.39 FEET TO THE SOUTHWEST CORNER THEREOF, BEING A 2" IRON PIPE WITH BRASS TAG "LS 5982";
- (5) THENCE ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, S.00° 43'05"E. 1341.88 FEET TO THE SOUTHWEST CORNER THEREOF, BEING A 1" IRON PIPE WITH BRASS TAG "LS 5982";
- (6) THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, N.89° 16'02"W. 755.84 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (7) THENCE ALONG A FEDERAL ENERGY REGULATORY COMMISSION (FERC) BOUNDARY LINE, N.03° 57'17"W. 568.26 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (8) THENCE N.32° 53'41"W. 785.27 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (9) THENCE N.33° 08'36"W. 649.22 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (10) THENCE N.89° 10'05"W. 663.68 FEET TO A NAIL & WASHER TAGGED "PLS 8393" IN BOULDER;
- (11) THENCE S.16° 25'44"E. 447.91 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (12) THENCE LEAVING SAID FERC BOUNDARY LINE, S.89° 07'30"W. 103.37 FEET TO A NAIL & WASHER TAGGED "PLS 8393", BEING A POINT ON THE CENTERLINE OF COUNTY ROAD 222;
- (13) THENCE ALONG SAID CENTERLINE, WESTERLY ALONG THE ARC OF A 175.00 NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING OF N.73° 11'54"W. AND A CHORD DISTANCE OF 206.53, HAVING A CENTRAL ANGLE OF 72° 19'35" AND AN ARC LENGTH OF 220.91;
- (14) THENCE S.70° 38'19"W. 106.32 FEET;
- (15) THENCE SOUTHWESTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43° 57'06" AN ARC DISTANCE OF 153.42 FEET;
- (16) THENCE S.26° 41'13"W. 162.72 FEET;

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- (17) THENCE SOUTHWESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 23'57" AN ARC DISTANCE OF 125.66 FEET;
- (18) THENCE S.41° 05'09"W. 102.66 FEET;
- (19) THENCE SOUTHWESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18° 33'15" AN ARC DISTANCE OF 161.92 FEET;
- (20) THENCE S.59° 38'25"W. 110.49 FEET;
- (21) THENCE NORTHWESTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 115° 56'18" AN ARC DISTANCE OF 141.65 FEET;
- (22) THENCE N.04° 25'18"W. 129.05 FEET;
- (23) THENCE NORTHWESTERLY ALONG THE ARC OF A 250.00 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38° 41'31" AN ARC DISTANCE OF 168.83 FEET;
- (24) THENCE N.43° 06'48"W. 167.86 FEET;
- (25) THENCE CONTINUING ALONG SAID CENTERLINE, WESTERLY ALONG THE ARC OF A 120.00 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 39'30" AN ARC DISTANCE OF 114.48 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE WITH THE SOUTHERLY BOUNDARY OF AN EXISTING FERC BOUNDARY LINE;
- (26) THENCE ALONG SAID FERC BOUNDARY LINE, BEING A LINE WHICH IS PARALLEL WITH AND 75 FEET SOUTHEASTERLY OF THE CENTERLINE OF AN EXISTING PG&E SPILLWAY DRAINAGE CENTERLINE, N.53° 08'02"E. 151.30 FEET;
- (27) THENCE N.60° 20'42"E. 430.78 FEET;
- (28) THENCE N.31° 14'53"E. 270.72 FEET;
- (29) THENCE N.54° 30'30"E. 112.58 FEET;
- (30) THENCE CONTINUING ALONG SAID FERC BOUNDARY LINE, PARALLEL WITH SAID SPILLWAY CENTERLINE AND THE NORTHEASTERLY PROLONGATION THEREOF, TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 75 NORTHEASTERLY OF THE CENTERLINE OF THE NORTH FORK OF WILLOW CREEK, N.19° 33'43"E. 245.57 FEET;
- (31) THENCE ALONG A LINE WHICH IS PARALLEL WITH AND 75 NORTHEASTERLY OF THE CENTERLINE OF SAID NORTH FORK OF WILLOW CREEK, N.73° 59'17"W. 61.72 FEET;
- (32) THENCE N.07° 52'58"W. 21.13 FEET;
- (33) THENCE N.02° 52'52"E. 34.99 FEET;
- (34) THENCE N.05° 06'20"W. 57.11 FEET;
- (35) THENCE N.28° 47'35"W. 59.92 FEET;
- (36) THENCE LEAVING SAID LINE WHICH IS PARALLEL WITH THE CENTERLINE OF THE NORTH FORK OF WILLOW CREEK AND CONTINUING ALONG SAID FERC BOUNDARY LINE, BEING A LINE WHICH IS PARALLEL WITH AND 75 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID EXISTING PG&E SPILLWAY DRAINAGE CENTERLINE AND THE NORTHEASTERLY PROLONGATION THEREOF, S.19° 33'43"W. 338.52 FEET;
- (37) THENCE S.54° 30'30"W. 96.24 FEET;
- (38) THENCE S.31° 14'53"W. 262.67 FEET;
- (39) THENCE S.60° 20'42"W. 401.30 FEET;
- (40) THENCE S.53° 08'02"W. 341.98 FEET;

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- (41) THENCE S.60° 07'03"W. 98.67 FEET;
- (42) THENCE S.79° 29'36"W. 85.03 FEET;
- (43) THENCE S.22° 35'11"W. 98.88 FEET;
- (44) THENCE S.54° 11'26"W. 77.91 FEET;
- (45) THENCE CONTINUING ALONG SAID FERC BOUNDARY LINE PARALLEL WITH AND 75 FEET DISTANT FROM SAID SPILLWAY CENTERLINE, S.42° 04'16"W. 162.60 FEET TO A POINT ON THE WESTERN BOUNDARY OF SAID SECTION 12;
- (46) THENCE ALONG SAID WESTERN BOUNDARY, N.01° 16'21"W. 347.83 FEET TO THE POINT OF BEGINNING.

THE DESCRIPTION OF THE ABOVE DESCRIBED PARCEL OF LAND DESIGNATED FOR DONATION TO THE COUNTY OF MADERA WAS PREPARED BY ME OR UNDER MY DIRECTION. OTHER DESCRIPTIONS INCLUDED IN THIS DOCUMENT WERE COMPILED FROM RECORD INFORMATION BY OTHERS.



Nicholas A. Vanlandingham



Date: February 27, 2018

A.P.N. 061-021-015,061-022-002 PORTION, 061-065-001 PORTION, 061-064-001

PARCEL 2:
LCP ID#1046

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON DECEMBER 2, 1912 IN LIBER 59, PAGE 400 AND ON SEPTEMBER 12, 1913 IN VOLUME 64, PAGE 83 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13.

TOGETHER WITH BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE

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RUNNING EAST 100 FEET; THENCE
RUNNING SOUTH 293 FEET TO A POINT ON THE NORTH LINE OF THE LAND OF R.C. FUGITT;
THENCE
RUNNING WEST ALONG THE NORTH LINE TO THE SAID LAND OF FUGITT A DISTANCE OF 1418
FEET TO THE NORTH AND SOUTH ONE-QUARTER LINE IN THE CENTER OF SAID SECTION 13;
THENCE RUNNING NORTH 293 FEET ALONG SAID ONE-QUARTER LINE; THENCE
RUNNING EAST A DISTANCE OF 1418 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 13 DEEDED TO MADERA COUNTY
TITLE COMPANY RECORDED ON JANUARY 5, 1965 IN BOOK 922, PAGE 559 OF OFFICIAL
RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE AND ONE-HALF INCH IRON PIPE (MARKED PROP. COR.) MARKING
THE SOUTHWEST CORNER OF THE FORTY-NINE AND ONE-HALF ACRE PARCEL OF LAND
DESCRIBED IN THE DEED FROM C.A. ELLIS TO THE SAN JOAQUIN LIGHT & POWER
CORPORATION DATED MARCH 28, 1913 AND RECORDED IN BOOK 64, PAGE 83 OF DEEDS OF
THE COUNTY OF MADERA, SET IN THE WESTERLY BOUNDARY LINE OF THE EAST ONE-HALF
OF SAID SECTION 13, AND FROM WHICH THE ONE AND THREE-FOURTHS INCH IRON PIPE
MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 0 ° 46' 41"
EAST 1008.59 FEET DISTANT AND RUNNING THENCE FROM SAID ONE AND ONE-HALF INCH
IRON PIPE SOUTH 89 ° 16' 26" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID
FORTY-NINE AND ONE-HALF ACRE PARCEL OF LAND, 602.19 FEET TO A PACIFIC GAS
& ELECTRIC COMPANY BRONZE MONUMENT STAMPED NO. 1 WHICH IS DISTANT FIFTY FEET
WESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF A PACIFIC GAS
& ELECTRIC COMPANY FLUME; THENCE
PARALLEL WITH AND UNIFORMLY DISTANT 50 FEET WESTERLY FROM THE CENTER LINE OF
SAID FLUME THE FOLLOWING 10 COURSES, NAMELY:

NORTH 2 ° 10' 00" EAST 72.89 FEET; THENCE
NORTH 21 ° 10' 00" EAST 202.08 FEET; THENCE
NORTH 8 ° 24' 00" EAST 82.05 FEET TO A PACIFIC GAS & ELECTRIC COMPANY BRONZE
MONUMENT STAMPED NO. 2; THENCE
NORTH 48 ° 05' 00" EAST 81.84 FEET; THENCE
NORTH 24 ° 22' 00" EAST 103.35 FEET; THENCE
NORTH 48 ° 51' 00" EAST 106.33 FEET; THENCE
NORTH 70 ° 16' 00" EAST 115.27 FEET; THENCE
NORTH 9 ° 01' 00" WEST 112.49 FEET TO A PACIFIC GAS & ELECTRIC COMPANY BRONZE
MONUMENT STAMPED NO. 3; THENCE
NORTH 9 ° 01' 00" WEST 821.47 FEET TO A PACIFIC GAS & ELECTRIC COMPANY BRONZE
MONUMENT STAMPED NO. 4; THENCE
NORTH 9 ° 01' 00" WEST 92.55 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE
STRIP OF LAND DESCRIBED AND DESIGNATED 2 IN THE DEED FROM PACIFIC GAS &
ELECTRIC COMPANY TO COUNTY OF MADERA DATED DECEMBER 12, 1956 AND RECORDED
IN BOOK 684, PAGE 261 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE
ALONG THE WESTERLY BOUNDARY LINE OF SAID STRIP OF LAND DESIGNATED 2 THE
FOLLOWING 10 COURSES, NAMELY:

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NORTH 42 ° 42' 28" WEST 174.16 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 750.00 FEET THROUGH A
CENTRAL ANGLE OF 24 ° 28' 00" AND AN ARC DISTANCE OF 320.27 FEET; THENCE
NORTH 18 ° 14' 28" WEST 124.73 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET THROUGH A
CENTRAL ANGLE OF 2 ° 35' 00" AND AN ARC DISTANCE OF 42.83 FEET; THENCE
NORTH 20 ° 49' 28" WEST 306.51 FEET; THENCE
NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET THROUGH A
CENTRAL ANGLE OF 22 ° 51' 00" AND AN ARC DISTANCE OF 219.42 FEET; THENCE
NORTH 2 ° 01' 32" EAST 8.20 FEET; THENCE
NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET THROUGH A
CENTRAL ANGLE OF 14 ° 12' 00" AND AN ARC DISTANCE OF 137.75 FEET; THENCE
NORTH 16 ° 13' 32" EAST 6.90 FEET;
THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 700 FEET THROUGH A
CENTRAL ANGLE OF 8 ° 51' 38" AND AN ARC DISTANCE OF 108.25 FEET TO A POINT IN THE
NORTHERLY BOUNDARY LINE OF THE 120 ACRE PARCEL OF LAND DESCRIBED IN THE DEED
FROM SAMUEL B. JENSEN AND WIFE TO SAN JOAQUIN LIGHT & POWER CORPORATION
DATED NOVEMBER 26, 1912 AND RECORDED IN BOOK 59, PAGE 400 OF DEEDS OF THE
COUNTY OF MADERA, SAID NORTHERLY BOUNDARY LINE BEING THE NORTHERLY
BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID
SECTION 13; THENCE
NORTH 88 ° 34' 23" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID 120 ACRE
PARCEL OF LAND, 429.67 FEET TO THE NORTHWEST CORNER OF SAID 120 ACRE PARCEL OF
LAND, SAID NORTHWEST CORNER BEING THE NORTHWEST CORNER OF THE SOUTH ONE-
HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE
ALONG THE WESTERLY BOUNDARY LINE OF SAID 120 ACRE PARCEL OF LAND AND THE
WESTERLY BOUNDARY LINE OF SAID FORTY-NINE AND ONE-HALF ACRE PARCEL OF LAND
THE FOLLOWING COURSE: SOUTH 0 ° 46' 11" EAST, ALONG THE WESTERLY BOUNDARY LINE
OF THE EAST ONE-HALF OF SAID SECTION 13, A DISTANCE OF 2934.41 FEET, MORE OR LESS,
TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM PARCELS 1 AND 2 OF PARCEL MAP NO. 937 RECORDED IN
BOOK 21, PAGE 46 OF MAPS OF THE COUNTY OF MADERA.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 13 DEEDED TO SECURITY
TITLE INSURANCE COMPANY RECORDED ON JUNE 28, 1967 IN BOOK 989, PAGE 369 OF
OFFICIAL RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY C.A.
ELLIS TO SAN JOAQUIN LIGHT & POWER CORPORATION BY DEED DATED MARCH 28, 1913
AND RECORDED IN BOOK 64, PAGE 83 OF DEEDS OF THE COUNTY OF MADERA, FROM
WHICH THE ONE AND THREE-QUARTER INCH IRON PIPE MARKING THE SOUTH ONE-
QUARTER CORNER OF SAID SECTION 13, BEARS SOUTH 54 ° 48' 03" WEST 1718.40 FEET
DISTANT AND RUNNING THENCE NORTH 0 ° 46' 00" WEST, ALONG THE EASTERLY BOUNDARY
LINE OF THE PARCEL OF LAND CONVEYED BY SAID DEED DATED MARCH 28, 1913, A
DISTANCE OF 293.00 FEET TO A ONE AND ONE-QUARTER INCH IRON PIPE IN THE
SOUTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST

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ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE
ALONG THE EXTERIOR BOUNDARY LINES OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13 THE FOLLOWING THREE COURSES, NAMELY:

SOUTH 89 ° 16' 30" EAST 242.19 FEET TO A 3 INCH IRON PIPE; THENCE
NORTH 0 ° 05' 30" EAST 325.47 FEET TO A 3 INCH IRON PIPE; THENCE
NORTH 89 ° 16' 45" WEST 333.04 FEET TO A 1 1/2 INCH IRON PIPE IN THE WESTERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE
NORTH 0 ° 05' 00" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 265.03 FEET TO A THREE-QUARTER INCH IRON PIPE IN THE EASTERLY BOUNDARY LINE OF COUNTY ROAD NO. 222; THENCE ALONG THE EASTERLY BOUNDARY LINE OF COUNTY ROAD NO. 222 THE FOLLOWING THREE COURSES, NAMELY:

SOUTH 21 ° 06' 00" WEST 508.24 FEET; THENCE
NORTH 68 ° 54' 00" WEST 10.00 FEET; THENCE
SOUTHERLY ON A CURVE TO THE LEFT, WITH A RADIUS OF 310.00 FEET THROUGH A CENTRAL ANGLE OF 97 ° 42' 05", AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH 21 ° 06' 00" WEST, AN ARC DISTANCE OF 526.31 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND CONVEYED BY SAID DEED DATED MARCH 28, 1913; THENCE
SOUTH 89 ° 16' 26" EAST ALONG LAST MENTIONED BOUNDARY LINE, 69.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

A.P.N. 060-040-077, 060-030-024

PARCEL 3:
LCP ID#1047

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESIGNATED AS PARCEL NO. 1 OF PARCEL MAP NO. 937 RECORDED ON OCTOBER 6, 1975 IN BOOK 21, PAGE 46 OF MAPS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA.

A.P.N. 060-040-053

PARCEL 4:
LCP ID#1048

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378

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OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 LYING BETWEEN A LINE 25 FEET NORTHWESTERLY OF THE NORTHWESTERLY HIGH WATER LINE AND A LINE 25 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY HIGH WATER LINE OF PECKINPAH CREEK.

EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO ASSOCIATED LUMBER AND BOX COMPANY, A CALIFORNIA CORPORATION, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 5, 1954, IN BOOK 619, PAGE 251, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO HAROLD F. BOHN AND FAY M. BOHN, HUSBAND AND WIFE, AS JOINT TENANTS, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 21, 1958, IN VOLUME 728, PAGE 362, OFFICIAL RECORDS MADERA COUNTY.

A.P.N. 060-100

PARCEL 5:
LCP ID#1049

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18 LYING BETWEEN A LINE 100 FEET WESTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET WESTERLY FROM THE HIGHWATER LINE ON THE WESTERLY SIDE OF SAID CREEK, WHICHEVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE, AND A LINE 100 FEET EASTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET EASTERLY FROM THE HIGHWATER LINE ON THE EASTERLY SIDE OF SAID CREEK, WHICHEVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE.

AND THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, LYING SOUTH AND WEST OF THE SOUTH FORK OF THE NORTH FORK OF THE SAN JOAQUIN RIVER (SOUTH FORK OF WILLOW CREEK)

EXCEPTING THERE FROM ANY PORTION OF THE LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO HAROLD F. BOHN AND FAY M. BOHN,

Appendix 3: Conservation Easement

HUSBAND AND WIFE, AS JOINT TENANTS, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 21, 1958, IN VOLUME 728, PAGE 362, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO ASSOCIATED LUMBER AND BOX COMPANY, A CALIFORNIA CORPORATION, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 5, 1954, IN BOOK 619, PAGE 251, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO THE NORTH FORK BOOSTERS CLUB, INC. LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 13, 1960, IN BOOK 781, PAGE 286, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND LYING WITHIN THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 LYING BETWEEN A LINE 25 FEET NORTHWESTERLY OF THE NORTHWESTERLY HIGH WATER LINE AND A LINE 25 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY HIGH WATER LINE OF PECKINPAH CREEK.

A.P.N. 060-100

PARCEL 6:
LCP ID#1050

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION LYING BETWEEN A LINE 100 FEET WESTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET WESTERLY FROM THE HIGHWATER LINE ON THE WESTERLY SIDE OF SAID CREEK, WHICH EVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE, AND A LINE 100 FEET EASTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET EASTERLY FROM THE HIGHWATER LINE ON THE EASTERLY SIDE OF SAID CREEK, WHICH EVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE.

EXCEPTING THERE FROM ANY PORTION OF THE LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO HAROLD F. BOHN AND FAY M. BOHN, HUSBAND AND WIFE, AS JOINT TENANTS, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 21, 1958, IN VOLUME 728, PAGE 362, OFFICIAL RECORDS MADERA COUNTY

A.P.N. 061-090

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PARCEL 7:
LCP ID# 1051

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON OCTOBER 15, 1912 IN VOLUME 60, PAGE 193 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE
RUNNING EAST ALONG THE SOUTH SIDE OF THE SAID NORTHEAST ONE-QUARTER OF SAID SECTION TO A POINT 412 FEET, A LITTLE MORE OR LESS, DISTANT FROM SAID SOUTHWEST CORNER; THENCE
NORTH 11 ° 42' WEST, (VARIATION OF 16 ° 30' EAST) A DISTANCE OF 188 FEET, A LITTLE MORE OR LESS; THENCE
NORTH 11 ° 09' WEST, 148 FEET; THENCE
NORTH 14 ° 39' WEST, 122 FEET; THENCE
NORTH 7 ° 19' WEST, 141 FEET; THENCE
NORTH 5 ° 11' WEST, 196 FEET; THENCE
NORTH 28 ° 21' WEST, 85 FEET; THENCE
NORTH 49 ° 06' WEST, 94 FEET; THENCE
NORTH 16 ° 06' WEST, 80 FEET; THENCE
NORTH 29 ° 06' WEST, 63 FEET; THENCE
NORTH 36 ° 20' WEST, 322 FEET, A LITTLE MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE
SOUTH, ONE-QUARTER OF A MILE, A LITTLE MORE OR LESS, ALONG THE WEST SIDE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION TO THE FIRST ABOVE MENTIONED SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION.

A.P.N. 061-065-001 PORTION

PARCEL 8:
LCP ID#1052

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON NOVEMBER 4, 1931 IN VOLUME 65 , PAGE 241 OF DEEDS AND JULY 24, 1965 IN BOOK 937, PAGE 358 OFFICIAL RECORDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 12 WHICH IS A ONE AND ONE-QUARTER INCH BRASS CAPPED PIPE (MARKED LS 1969) SET IN A ROCK MOUND THENCE SOUTH 88 ° 48' 10" EAST 911.87 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF

Appendix 3: Conservation Easement

SAID SECTION 12; THENCE
NORTH 2 ° 09'01" EAST 15.17 FEET; THENCE
NORTH 31 ° 45' 50" EAST 86.00 FEET; THENCE
NORTH 48 ° 19' 50" EAST 94.00 FEET; THENCE
NORTH 30 ° 38' 50" EAST 190.00 FEET; THENCE
NORTH 38 ° 21' 50" EAST 95.00 FEET; THENCE
NORTH 2 ° 21' 50" EAST 125.00 FEET; THENCE
NORTH 2 ° 33' 10" WEST 68.00 FEET; THENCE
NORTH 17 ° 21' 50" EAST 78.00 FEET; THENCE
NORTH 37 ° 38' 10" WEST 140.00 FEET; THENCE
NORTH 55 ° 38' 10" WEST 128.00 FEET; THENCE
NORTH 46 ° 38' 10" WEST 61.00 FEET; THENCE
NORTH 14 ° 38' 10" WEST 40.00 FEET; THENCE
NORTH 22 ° 38'10" WEST 200.00 FEET; THENCE
NORTH 46 ° 38'10" WEST 130.00 FEET; THENCE
NORTH 28 ° 38'10" WEST 45.00 FEET; THENCE
NORTH 72 ° 38' 10" WEST 30.00 FEET; THENCE
NORTH 53 ° 30' 10" WEST 143.44 FEET TO A 1 INCH IRON PIPE; THENCE
NORTH 53 ° 38'10" WEST 31.56 FEET; THENCE
NORTH 37 ° 38' 10" WEST 125.00 FEET; THENCE
NORTH 55 ° 08' 10" WEST 150.00 FEET; THENCE
NORTH 18 ° 38' 10" WEST 60.00 FEET; THENCE
NORTH 33 ° 38' 10" WEST 38.00 FEET; THENCE
NORTH 8 ° 08' 10" WEST 80.00 FEET; THENCE
NORTH 16 ° 51' 50" EAST 62.00 FEET; THENCE
NORTH 61 ° 51' 50" EAST 145.00 FEET; THENCE
NORTH 10 ° 51' 50" EAST 120.00 FEET; THENCE
NORTH 1 ° 38' 10" WEST 85.00 FEET; THENCE
NORTH 5 ° 21' 50" EAST 130 .00 FEET; THENCE
NORTH 15 ° 38' 10" WEST 165.00 FEET TO A TAG MARKED L.S. 2737 SET IN THE SOUTHWEST
FACE OF A GRANITE OUTCROP;
NORTH 12 ° 38' 10" WEST 90.00 FEET; THENCE
NORTH 9 ° 53' 10" WEST 143.00 FEET; THENCE
NORTH 17° 31' 50" EAST 96.00 FEET; THENCE
NORTH 36° 10' 10" WEST 11.44 FEET TO A 1 INCH IRON PIPE SET IN THE NORTHERLY
BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE
NORTH 89 ° 01' 50" WEST 495.97 FEET TO A 2 INCH BRASS CAPPED MONUMENT IN A ROCK
MOUND MARKING THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID
SECTION 12; THENCE
SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER
OF SAID SECTION 12 TO THE POINT OF BEGINNING.
EXCEPTING THERE FROM THOSE PORTIONS THEREOF CONVEYED TO OTIS AND LULU
TEAFORD, HUSBAND AND WIFE BY DEED RECORDED MARCH 27, 1961 IN BOOK 794, PAGE
229, OFFICIAL RECORDS AS DOCUMENT NO. 3759.

PARCEL NO. 2. BEGINNING AT SAID ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL
PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHEAST CORNER OF

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THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, AND RUNNING THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 91.95 FEET TO A POINT DISTANT 50.00 FEET SOUTHWESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID COUNTY ROAD; THENCE PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

SOUTH 16 ° 10' 11" EAST 76.97 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 60 ° 03' 29", AN ARC DISTANCE OF 471.68 FEET; AND THENCE SOUTH 43 ° 53' 18" WEST 83.37 FEET TO A POINT DISTANT 25.00 FEET EASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES; THENCE PARALLEL WITH THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

NORTH 9 ° 28' 11" WEST 339.88 FEET; THENCE NORTH 1 ° 36' 19" EAST 219.90 FEET; AND THENCE NORTH 1 ° 23' 34" EAST 18.30 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 102.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM ANY PORTION OF THE ABOVE DESCRIBED PARCEL NO. 2, LYING WITHIN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12.

ALSO EXCEPTING THERE FROM THAT PORTION THEREOF CONVEYED TO VON P. BURNETT AND DOROTHY E. BURNETT, HUSBAND AND WIFE BY DEED RECORDED AUGUST 12, 1960, IN BOOK 777, PAGE 408 OFFICIAL RECORDS AS DOCUMENT NO. 8666

THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, LYING ON THE WESTERLY SIDE OF THE WESTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET DESCRIBED AND DESIGNATED 1 IN THE DEED FROM PACIFIC GAS & ELECTRIC COMPANY TO COUNTY OF MADERA, DATED DECEMBER 12, 1956 AND RECORDED IN BOOK 684, PAGE 261 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET EXTENDING NORTHERLY FROM THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, AND LYING EQUALLY ON EACH SIDE OF THE LINE WHICH BEGINS AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12 AND RUNS THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 2000 FEET, AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO THE NEXT SUCCEEDING COURSE, AN ARC DISTANCE OF 640 FEET, MORE OR LESS, TO A POINT HEREIN CONVENIENCE CALLED POINT "A"; THENCE

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NORTH 8 ° 14' EAST 207.80 FEET; THENCE
NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL
ANGLE OF 31 ° 35', AN ARC DISTANCE OF 275.61 FEET; THENCE
NORTH 23 ° 21' WEST 97.83 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A
CENTRAL ANGLE OF 15 ° 51', AN ARC DISTANCE OF 138.31 FEET; THENCE
NORTH 39 ° 12' WEST 48.15 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET, THROUGH A
CENTRAL ANGLE OF 37 ° 30', AN ARC DISTANCE OF 327.25 FEET; THENCE
NORTH 1 ° 42' WEST 31.81 FEET; THENCE
NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 300 FEET, THROUGH A CENTRAL
ANGLE OF 67 ° 34', AN ARC DISTANCE OF 357.78 FEET TO A POINT IN THE EXISTING COUNTY
ROAD TRAVERSING IN PART SAID SECTION 12; SAID POINT "A" IS DETERMINED BY RUNNING
SOUTH 55 ° 47' EAST 176.26 FEET; THENCE
SOUTH 16 ° 33' EAST 239.90 FEET; AND THENCE
NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 2000 FEET, THROUGH A
CENTRAL ANGLE OF 28 ° 13', AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A
LINE WHICH HAS A BEARING OF NORTH 8 ° 14' EAST, AN ARC DISTANCE OF 984.94 FEET
FROM THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 12; SAVE AND EXCEPTING
THERE FROM THAT PORTION THEREOF LYING WITHIN THE BOUNDARY LINES OF THE
SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12.

A.P.N. 061-065-001 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 Crane Valley FERC Project (FERC Project No. 1354), 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 Crane Valley FERC Project (FERC Project No. 1354), including, but not limited to, the following existing and future improvements: facilities necessary for the operation of the powerhouse, housing, outbuildings, penstock, canals, tunnels, spillway, flumes, forebay, dam, gaging station; 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 lines, including distribution lines; and communications lines and facilities.

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 mid-elevation Sierra Nevada mixed conifer/oak woodland forest type and riparian vegetation that provide habitat for wildlife and fisheries.
- (c) The scenic viewshed of the Property in keeping with the surrounding environment, providing a forested landscape visible to passersby on the nearby roads, as well as views of the waterbodies on the Property.
- (d) Outdoor recreation such as picnicking, fishing, and hiking.
- (e) 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 to protect, preserve or enhance the Beneficial Public Values 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.

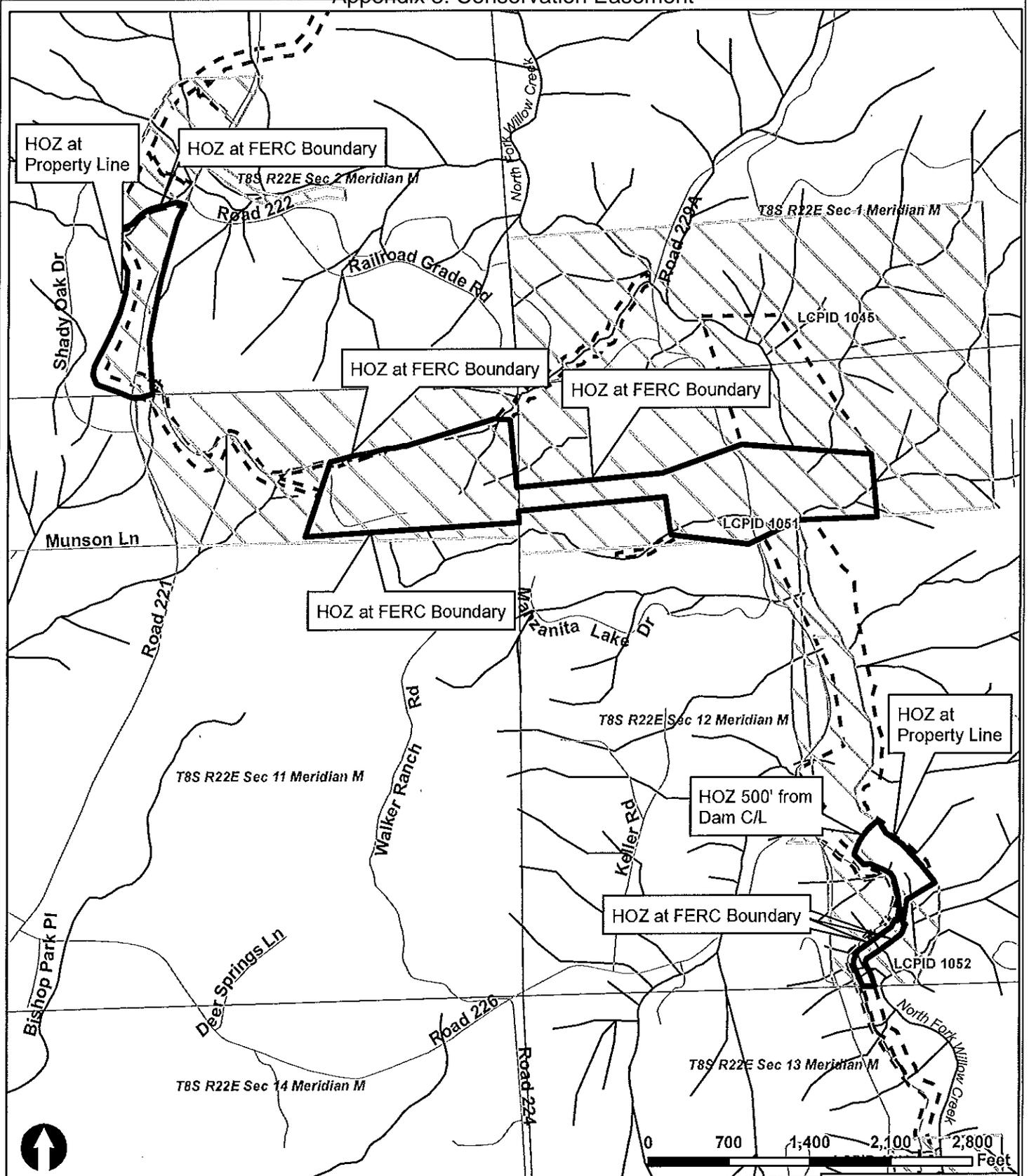
11. Alteration of Land or Excavation. Except for Required Actions provided in Section 7 or as otherwise explicitly permitted by the terms of this Easement, there shall be no filling, excavating, grading, draining or dredging outside of the Hydro Operating Zone, nor any change in the general topography 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

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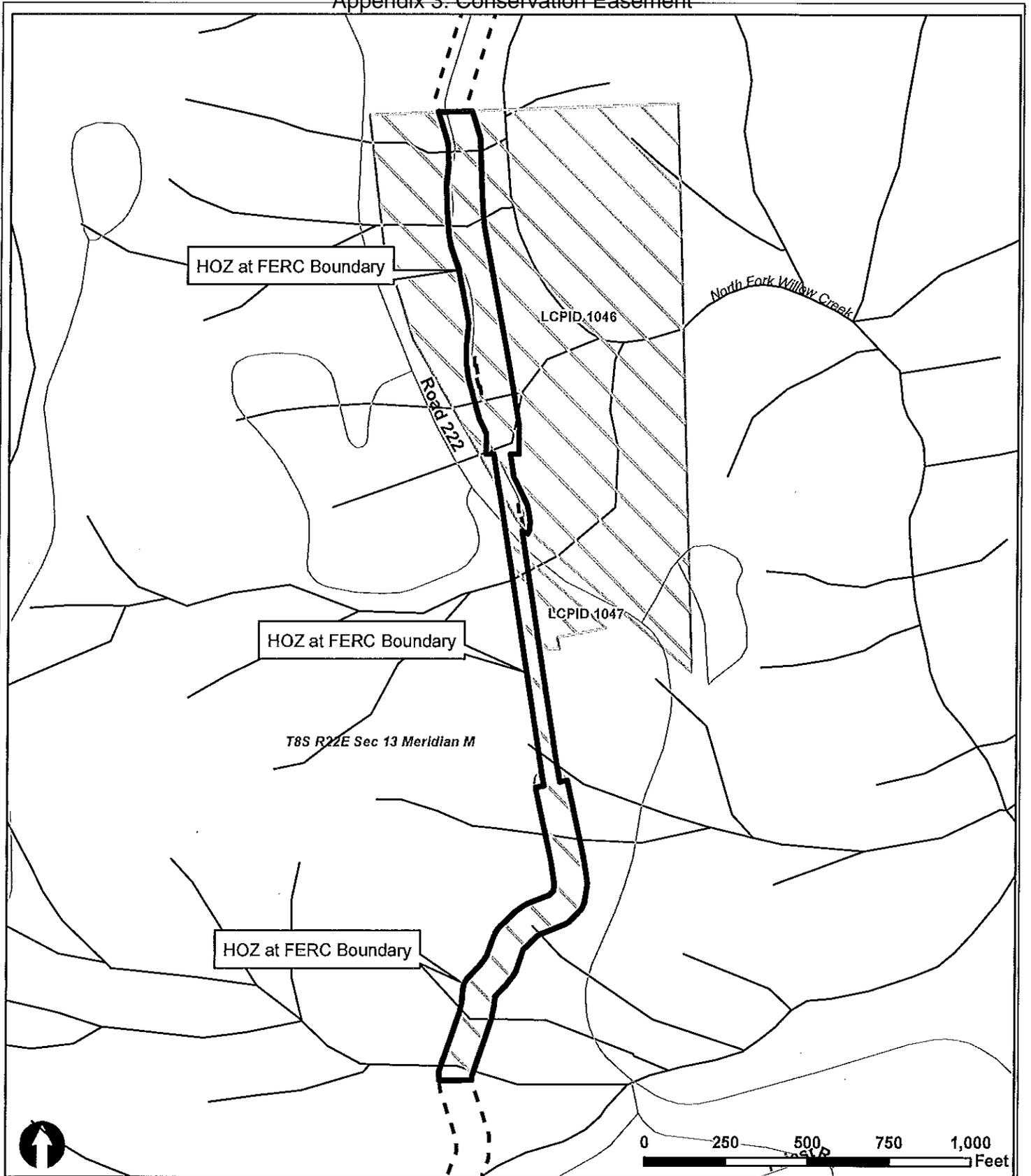


-  HOZ
-  FERC Boundary
-  LCP

Exhibit G

Manzanita Lake Map 1

Hydo Operating Zone (HOZ)



-  HOZ
-  FERC Boundary
-  LCP

Exhibit G

Manzanita Lake Map 2

Hydo Operating Zone (HOZ)

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 agreements listed in Section 2 below.

2. Third Party Use Agreements

Third Party Use Agreements on the Property are those agreements and rights disclosed by the following:

- (a) RIGHTS OF THE PUBLIC AND OF THE COUNTY OF MADERA, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN ROAD 222, ROAD 221, ROAD 229A, FLUME AND ANY UNNAMED ROADS.
- (b) AN EASEMENT OVER SAID LAND FOR HIGHWAY AND INCIDENTAL PURPOSES, AS GRANTED TO MADERA COUNTY, IN DEED RECORDED SEPTEMBER 06, 1917, IN BOOK 80 PAGE 236 AS DOCUMENT NO. 11825 OF DEEDS.

AFFECTS: A.P.N. 061-021-15, 02, 061-064-01, 061-065-01

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

- (c) ANY DISCREPANCIES IN BOUNDARY OR AREA OR ANY RIGHTS WHICH MAY ARISE OR EXIST WHICH ARE DISCLOSED BY A MAP OF SURVEY OF SAID PROPERTY. RECORDED OCTOBER 7, 1948, IN BOOK 6 PAGE 72 OF MAPS, MADERA COUNTY RECORDS.

AFFECTS APN 061-65-001, 061-060-01, 061-022-02, 061-021-15, 061-064-01

- (d) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN DEED RECORDED JANUARY 10, 1957, IN BOOK 684 PAGE 261 AS DOCUMENT NO. 357, OFFICIAL RECORDS.

AFFECTS: A.P.N. 060-040-071-060-303-024, 065-065-001, 061-021-015, 061-022-002, 061-064-001

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

A PORTION OF SAID EASEMENT WAS ABANDONED BY RESOLUTION NO. 60-150 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MADERA, A

CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED SEPTEMBER 23, 1960, IN BOOK 780 PAGE 247 OF OFFICIAL RECORDS AS DOCUMENT NO. 9992.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- (e) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN INSTRUMENT RECORDED MAY 09, 1962, IN BOOK 828, PAGE 168, OFFICIAL RECORDS.

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- (f) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN INSTRUMENT RECORDED MAY 09, 1962, IN BOOK 828, PAGE 173, OFFICIAL RECORDS.

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- (g) ANY DISCREPANCIES IN BOUNDARY OR AREA OR ANY RIGHTS WHICH MAY ARISE OR EXIST WHICH ARE DISCLOSED BY A MAP OF SURVEY ON SAID PROPERTY. RECORDED SEPTEMBER 16, 1964, IN BOOK 10 PAGE 150 OF MAPS.

AFFECTS A.P.N. 061-065-001, 061-022-002, 061-021-015, 061-064-001

- (h) AN AGREEMENT, AFFECTING THE PREMISES HEREIN STATED, FOR THE PURPOSES STATED THEREIN, UPON THE TERMS, COVENANTS AND CONDITIONS REFERRED TO THEREIN, BETWEEN THE PARTIES NAMED HEREIN FOR INGRESS, EGRESS AND RECREATIONAL PURPOSES, DATED JUNE 11, 1965, EXECUTED BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND WESLEY W. SPINNEY AND DOROTHY HALL SPINNEY , HUSBAND AND WIFE. RECORDED JUNE 29, 1965 IN BOOK 937 PAGE 585 AS DOCUMENT NO. 9664 , OFFICIAL RECORDS

AFFECTS A.P.N. 061-65-001, 061-022-002, 061-021-015, 061-064-001

- (i) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN DEED RECORDED AUGUST 03, 1965, IN BOOK 940 PAGE 619 AS DOCUMENT NO. 11408, OFFICIAL RECORDS. (2207-22-0004)

AFFECTS: A.P.N. 061-065-001

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

- (j) AN AGREEMENT, AFFECTING THE PREMISES HEREIN STATED, FOR THE PURPOSES STATED THEREIN, UPON THE TERMS, COVENANTS AND CONDITIONS REFERRED TO THEREIN, BETWEEN THE PARTIES NAMED HEREIN, FOR OBTAINING WATER TO SERVE CERTAIN FOREST SERVICE INSTALLATIONS, FOR FOREST SERVICE FIRE CONTROL AND ADMINISTRATIVE PURPOSES, DATED APRIL 4, 1966, EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY AND UNITED STATES OF AMERICA RECORDED APRIL 12, 1966, IN BOOK 960 PAGE 417 AS DOCUMENT NO. 5434, OFFICIAL RECORDS.

AFFECTS A.P.N. 061-065-001

- (k) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN DEED RECORDED JUNE 29, 1967, IN BOOK 989 PAGE 392 AS DOCUMENT NO. 8043, OFFICIAL RECORDS.(2207-22-0152)

AFFECTS: APN 066-040-077 AND 066-030-024

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

- (l) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE HEREIN DESCRIBED LAND LYING WITHIN THAT PORTION OF COUNTY ROAD NO. 222 LYING OUTSIDE THE BOUNDARIES THEREOF AS DESCRIBED IN BOOK 69 PAGE 12 OF DEEDS.
- (m) AN EASEMENT OVER SAID LAND FOR WATER PIPELINE, CISTERN AND PUMPING FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 15, 1974, IN BOOK 1193 PAGE 649, AS DOCUMENT NO. 5137, OFFICIAL RECORDS.

AFFECTS: PORTION OF SOUTHWEST ONE-QUARTER OF SOUTHEAST ONE-QUARTER OF SECTION 12/8/22, BEING A PORTION OF APN 061-065-001

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

- (n) ANY DISCREPANCIES IN BOUNDARY OR AREA OR ANY RIGHTS WHICH MAY ARISE OR EXIST WHICH ARE DISCLOSED BY A MAP OF SURVEY ON SAID PROPERTY RECORDED MAY 26, 1987, IN BOOK 33 PAGE 22 OF MAPS.

AFFECTS A.P.N. 061-064-001, 061-021-015, 061-022-002 AND 061-065-001

- (o) AN ABOVE GROUND WATER LINE CROSSING THE CANAL IN LCPID 1047 FROM WESTSIDE APN: 060-040-035 TO EASTSIDE APN: 060-040-056, MADERA COUNTY. THE WATER LINE IS SUBJECT TO RELOCATION AS DETERMINED APPROPRIATE BY GRANTOR.

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. The right to construct, reconstruct, replace, remove, maintain and use the types of facilities and improvements described in paragraph (7) of Exhibit C that are unrelated to Hydro Project Activities and do not constitute a Required Action provided that such facilities shall be subject to Grantee's approval in the manner provided for Discretionary Actions.

11. 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.

12. 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 Manzanita Lake Planning Unit

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 the **Sierra Foothill Conservancy**, 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 to be retained by PG&E, consisting of approximately 330 acres of real property located in Madera County, State of California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”).

E. 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 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 Madera 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 January 31, 2020, this Agreement shall be of no further force or effect and the parties shall thereupon be released from any obligations under this Agreement.

Appendix 3: Conservation Easement Funding Agreement

2. Grant. Effective upon the Effective Date, the Stewardship Council grants **Ninety-Seven Thousand One Hundred Twenty-Four Dollars (\$97,124)** (the “Grant Funds”) to Grantee to be used solely for the following purposes:

a. Eighty-Seven Thousand One Hundred Twenty-Four Dollars (\$87,124) of the Grant Funds shall be used to implement conservation easement monitoring as described in Sections 3 and 4 below (the “Monitoring Funds”).

b. Ten Thousand Dollars (\$10,000) of the Grant Funds shall be used for conservation easement defense and enforcement costs as described in Section 5 below (the “Defense and Enforcement Funds”).

3. Use of Grant Funds. 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.

a. Grantee may “pool” the Monitoring Funds with other funds Grantee uses for monitoring of other conservation easements held by Grantee and Grantee may use the Monitoring Funds to monitor any of its conservation easements as long as Grantee meets its obligations as described in Section 4 below.

b. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of (1) the Monitoring 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. The requirement to provide evidence of deposit will be satisfied when Grantee submits to the Stewardship Council the form attached as Exhibit B.

4. 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. Grantee will complete Current Conditions Reports every five years or consistent with grantee’s current procedure. 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. Permissible uses of Monitoring Funds shall include:

a. Regular on-site inspection and monitoring to ensure that the terms of Conservation Easement 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

Appendix 3: Conservation Easement Funding Agreement

easement, and other documentation related to the Conservation Easement and the Property;

c. Communications with the fee title owner of the property which is subject to the easement regarding the provisions of the Conservation Easement and planned or completed activities on the lands 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 Property or other stakeholders who have an interest in ensuring the beneficial public values are protected.

5. 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 the Conservation Easement against legal challenge, including any claims by third parties;

b. To "pool" funds for legal expenses to enforce and/or defend against legal challenge 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 related to such insurance.

6. 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 fourth 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;

Appendix 3: Conservation Easement Funding Agreement

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.

7. 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.

8. 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.

9. 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 will meet with proposed Assignee and evaluate stewardship fund status and determine the amount to transfer along with the assignment of the Conservation Easement. However, in no event, should the amount of funds transferred for the assigned Conservation Easement be less than the amount of remaining Grant Funds for the Conservation Easement which Grantee still has in its possession.

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

11. 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

Appendix 3: Conservation Easement Funding Agreement

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.

12. 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, 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.

13. 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.

14. Assignment. This Agreement may not be assigned by the Grantee in whole or in part except as provided in Section 9 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. 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.

15. 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.

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

17. 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: Executive Director, Heidi Krolick

Date: _____

Sierra Foothill Conservancy
a California Nonprofit Public Benefit Corporation

By: _____

Title: _____

Appendix 3: Conservation Easement Funding Agreement

Date: _____

**EXHIBIT A
Property Description**

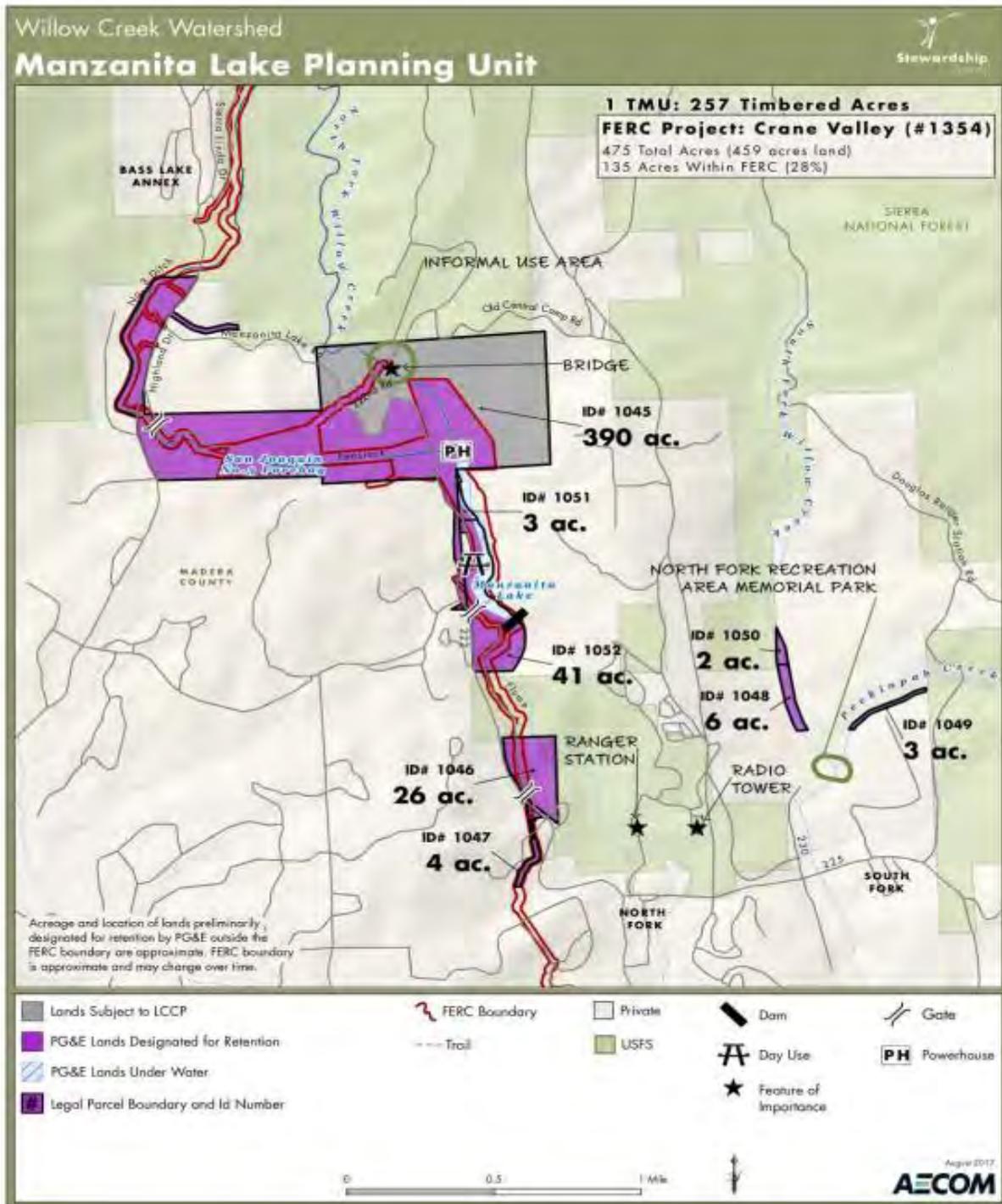


EXHIBIT B TO CONSERVATION EASEMENT FUNDING AGREEMENT

Evidence of Grant Fund Deposit and Restriction of Use Certification

Date:	Planning Unit/Property Title: Manzanita Lake (Retained)
Grantee Name: Sierra Foothill Conservancy	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 Monitoring Funds as set forth in Section 4 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 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 5 of the Grant Agreement.

Name:	Title:
Signature:	Date:

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

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

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

<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>Sierra Foothill Conservancy 5065 Highway 140, Suite G Mariposa, CA 95338 Attention: Executive Director</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>

A.P.N. 060-030-024, 060-040-053, 060-040-077, 061-021-015, 061-022-002, 061-064-001, 061-065-001

Date: _____

DEED OF CONSERVATION EASEMENT AND AGREEMENT
(MANZANITA PLANNING UNIT)

Between

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

and

SIERRA FOOTHILL CONSERVANCY, a California non-profit 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
(MANZANITA RESERVOIR 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 SIERRA FOOTHILL CONSERVANCY, a California non-profit corporation ("Grantee"), with reference to the following facts:

RECITALS

A. The Property. Grantor is the owner of approximately 330 acres of real property located in Madera County, State of California, as more particularly described in the attached Exhibit A (the "Property").

B. FPA and FERC Jurisdiction. The Property lies 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 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 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 identified in the LCP 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. Without limiting the preceding sentence, with respect to the fenced areas at the Property, Grantee shall comply with any and all of Grantor's on-site safety and security requirements and any other rules and regulations that may be implemented by Grantor. Grantee agrees to cooperate with Grantor and to abide by any and all orders or instructions issued by Grantor, its employees, agents or representatives. Upon request, if Grantee's employees or other representatives will be entering into restricted areas of the Property, Grantee shall have its employees who will be entering such areas attend PG&E safety presentations, so that such employees understand all safety precautions and protocols concerning high voltage transmission lines and the electrical substation.

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 initial delineated Hydro Operating Zones 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 California 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.

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 ("**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 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, 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. 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: If by registered or certified mail, return receipt requested:

Sierra Foothill Conservancy
P.O. Box 691
Mariposa, CA 95338
Attention: Executive Director

With a copy to:

Baker Manock & Jenson, PC
5260 N. Palm Ave., Ste. 421
Fresno, CA 93704
Attention: Christopher L. Campbell

If by personal delivery or overnight courier:

Sierra Foothill Conservancy
5065 Highway 140, Suite G
Mariposa, CA 95338
Attention: Executive Director

With a copy to:

Baker Manock & Jenson, PC
5260 N. Palm Ave., Ste. 421
Fresno, CA 93704
Attention: Christopher L. Campbell

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(s)
<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:

SIERRA FOOTHILL CONSERVANCY,
a California non-profit corporation

By: _____

Bridget M. Fithian
Executive Director

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 MADERA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LCP ID#1045

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1; THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2; THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11; THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 .

TOGETHER WITH THAT PORTION OF SECTION 11 COMMENCING AT A POINT 1320 FEET DUE SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 11; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE WEST A DISTANCE OF 1320 FEET; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE SOUTH A DISTANCE OF 165 FEET; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE EAST A DISTANCE OF 1320 FEET; THENCE TURNING AT RIGHT ANGLES AND RUNNING DUE NORTH A DISTANCE OF 165 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION DEEDED TO GLENN F. MYERS AND BESSIE V. MYERS RECORDED ON DECEMBER 7, 1962 IN BOOK 848, PAGE 51 AND RECORDED ON JUNE 21, 1965 IN BOOK 937, PAGE 135 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE 2 INCH CAPPED PIPE (MARKED L.S. 1969) MARKING THE WEST QUARTER CORNER OF SAID SECTION 12, AND RUNNING THENCE NORTH $0^{\circ} 44' 30''$ WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID SECTION 12, A DISTANCE OF 1009.03 FEET; THENCE SOUTH $89^{\circ} 25' 04''$ EAST 2091.96 FEET TO A ONE AND ONE-QUARTER INCH IRON PIPE; THENCE CONTINUING SOUTH $89^{\circ} 25' 04''$ EAST 151.73 FEET TO A POINT DISTANT 50.00 FEET WESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF A COUNTY ROAD TRAVERSING SAID SECTION 12 AS SHOWN UPON THE RECORD OF SURVEY MAP RECORDED IN BOOK 10, PAGE 150 OF MAPS OF THE COUNTY OF MADERA; THENCE

PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING THREE COURSE, NAMELY:

SOUTH 10 ° 49' 43" EAST 22.22 FEET; THENCE
ON A CURVE TO THE LEFT WITH A RADIUS OF 550 FEET, THROUGH A CENTRAL ANGLE OF 22 ° 34' 53", AN ARC DISTANCE OF 216.77 FEET; AND THENCE
SOUTH 33 ° 24' 36" EAST 301.82 FEET; THENCE
SOUTH 3 ° 21' 50" EAST 271.58 FEET; THENCE
SOUTH 1 ° 24' 10" WEST 283.97 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE
ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12 THE FOLLOWING TWO COURSES, NAMELY:

NORTH 89 ° 01' 50" WEST 508.65 FEET TO A 1 INCH IRON PIPE IN A ROCK MOUND MARKING THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE
CONTINUING NORTH 89 ° 01' 50" WEST 1982.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO OTIS TEAFORD AND WIFE RECORDED ON MARCH 27, 1961 IN BOOK 794, PAGE 229 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA, PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1. BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, FROM WHICH THE 1 ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12 BEARS SOUTH 89 ° 23' 26" EAST 152.63 FEET DISTANT, SAID ONE AND ONE-QUARTER INCH IRON PIPE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12 IS SET NORTH 0 ° 42' 58" WEST 2604.64 FEET DISTANT FROM THE 1 ONE-QUARTER INCH IRON PIPE IN A ROCK MOUND MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 12, SAID POINT OF BEGINNING BEING ALSO DISTANT 25.00 FEET WESTERLY (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF PACIFIC'S EXISTING POLE LINE FOR TELEPHONE PURPOSES, AND RUNNING THENCE FROM SAID POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

SOUTH 1 ° 23' 34" WEST 17.57 FEET; THENCE
SOUTH 1 ° 36' 19" WEST 244.69 FEET; AND THENCE
SOUTH 9 ° 28' 11" EAST 381.82 FEET TO A POINT DISTANT 50.00 FEET NORTHWESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF THE COUNTY ROAD TRAVERSING SAID SECTION 12; THENCE
PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING FOUR COURSES AND DISTANCES, NAMELY:

SOUTH 43 ° 53' 18" WEST 14.31 FEET; THENCE
ON A CURVE TO THE LEFT WITH A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 43 ° 42' 30", AN ARC DISTANCE OF 271.23 FEET; THENCE
SOUTH 0 ° 10' 48" WEST 35.00 FEET; AND THENCE

ON A CURVE TO THE LEFT WITH A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 33 ° 54' 13", AN ARC DISTANCE OF 325.45 FEET; THENCE SOUTH 66 ° 37' 27" WEST 219.93 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE NORTH 89 ° 19' 40" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 232.06 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE CONTINUING NORTH 89 ° 19' 40" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 99.47 FEET TO THE ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE NORTH 0 ° 41' 07" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 1301.58 FEET TO THE ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 508.13 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL NO. 2. BEGINNING AT SAID ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, AND RUNNING THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 91.95 FEET TO A POINT DISTANT 50.00 FEET SOUTHWESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID COUNTY ROAD; THENCE PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

SOUTH 16 ° 10' 11" EAST 76.97 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 60 ° 03' 29", AN ARC DISTANCE OF 471.68 FEET; AND THENCE SOUTH 43 ° 53' 18" WEST 83.37 FEET TO A POINT DISTANT 25.00 FEET EASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES; THENCE PARALLEL WITH THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

NORTH 9 ° 28' 11" WEST 339.88 FEET; THENCE NORTH 1 ° 36' 19" EAST 219.90 FEET; AND THENCE NORTH 1 ° 23' 34" EAST 18.30 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 102.63 FEET, MORE OR LESS, TO THE

POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO JOHN H. ADAMS ET. AL. RECORDED ON AUGUST 8, 1962 IN BOOK 835, PAGE 32 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I. BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, RUNNING THENCE SOUTH $89^{\circ} 27'$ EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 1418.08 FEET TO A POINT IN THE LINE WHICH IS PARALLEL WITH AND DISTANT 50 FEET WESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF PACIFIC GAS & ELECTRIC'S EXISTING FLUME; THENCE ALONG A SAID PARALLEL THE FOLLOWING SIX BEARINGS AND DISTANCES, NAMELY:

SOUTH $58^{\circ} 25' 30''$ WEST 226.50 FEET; THENCE
SOUTH $29^{\circ} 51' 30''$ WEST 1169.67 FEET; THENCE
SOUTH $24^{\circ} 18' 30''$ EAST 554.41 FEET; THENCE
SOUTH $16^{\circ} 57' 30''$ WEST 420.87 FEET; THENCE
SOUTH $29^{\circ} 52' 30''$ WEST 556.16 FEET; AND THENCE
SOUTH $67^{\circ} 49'$ EAST 385.80 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO THE COUNTY OF MADERA DATED APRIL 25, 1962 AND RECORDED IN BOOK 828, PAGE 168 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE
ALONG THE WESTERLY BOUNDARY LINE OF SAID STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET THE FOLLOWING THREE COURSES, NAMELY:

SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 854.09 FEET, THROUGH A CENTRAL ANGLE OF $30^{\circ} 43' 30''$, AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH $7^{\circ} 38'$ WEST, AN ARC DISTANCE OF 453.18 FEET; THENCE
SOUTH $22^{\circ} 59' 30''$ EAST 502.79 FEET; AND THENCE
SOUTHERLY ON A CURVE TO THE RIGHT WITH THE RADIUS OF 1314.53 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ} 58' 30''$, AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO THE PRECEDING COURSE, AN ARC DISTANCE OF 389.46 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11; THENCE
NORTH $89^{\circ} 59'$ WEST ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 1155.18 FEET TO THE 2 INCH PIPE IN A ROCK MOUND MARKING THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11; THENCE
NORTH $0^{\circ} 53'$ WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 1323.28 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11; THENCE
NORTH $0^{\circ} 07' 30''$ WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE EAST ONE-HALF

OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 2641.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL II. BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, AND RUNNING THENCE NORTH $89^{\circ} 27'$ WEST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 538.75 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET DESCRIBED IN THE DEED FROM PACIFIC GAS & ELECTRIC COMPANY TO COUNTY OF MADERA DATED APRIL 25, 1962 AND RECORDED IN BOOK 828, PAGE 173 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET THE FOLLOWING TWO COURSES, NAMELY:

SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ} 10'$, AND TANGENT AT THE SOUTHWESTERLY TERMINUS THEREOF TO THE SUCCEEDING COURSE, AN ARC DISTANCE OF 155.18 FEET; AND THENCE SOUTH $34^{\circ} 37' 30''$ WEST 690.65 FEET; THENCE SOUTH $21^{\circ} 10'$ EAST 31.22 FEET; THENCE SOUTH $53^{\circ} 07' 30''$ EAST 218.63 FEET; THENCE SOUTH $45^{\circ} 32' 30''$ EAST 99.08 FEET; THENCE NORTH $84^{\circ} 48' 30''$ EAST 69.23 FEET; THENCE SOUTH $79^{\circ} 44'$ EAST 82.83 FEET; THENCE SOUTH $56^{\circ} 28' 30''$ EAST 49.35 FEET; THENCE NORTH $66^{\circ} 49' 30''$ EAST 224.63 FEET; THENCE NORTH $53^{\circ} 22' 30''$ EAST 105.22 FEET; THENCE NORTH $85^{\circ} 15' 30''$ EAST 89.22 FEET; THENCE SOUTH $32^{\circ} 26' 30''$ EAST 20.18 FEET; THENCE NORTH $89^{\circ} 41' 30''$ EAST 57.79 FEET; THENCE SOUTH $61^{\circ} 29'$ EAST 66.30 FEET; THENCE SOUTH $80^{\circ} 25' 30''$ EAST 50.19 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE NORTH $0^{\circ} 18'$ WEST, ALONG THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 865.17 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL III. BEGINNING AT A 2 INCH IRON PIPE SET IN A ROCK MOUND AND MARKING THE SOUTHEAST CORNER OF SAID SECTION 2, AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 2 THE FOLLOWING THREE BEARINGS AND DISTANCES, NAMELY:

NORTH $89^{\circ} 59'$ WEST 1314.12 FEET TO THE 2 INCH IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE CONTINUING NORTH $89^{\circ} 59'$ WEST 1314.13 FEET TO THE TWO AND ONE-HALF INCH CAPPED IRON PIPE (STAMPED L.S. 1969) SET IN A ROCK MOUND MARKING THE SOUTH ONE-QUARTER

CORNER OF SAID SECTION 2; AND THENCE CONTINUING NORTH 89 ° 59' WEST 232.12 FEET TO A POINT WHICH IS DISTANT 50 FEET NORTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF PACIFIC GAS & ELECTRIC'S EXISTING FLUME; THENCE PARALLEL WITH THE CENTER LINE OF SAID FLUME THE FOLLOWING TWO BEARINGS AND DISTANCES, NAMELY:

NORTH 76 ° 40' WEST 68.41 FEET TO A POINT HEREIN CONVENIENCE CALLED POINT "C"; THENCE CONTINUING NORTH 76 ° 40' WEST 99.36 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET DESCRIBED IN THE DEED FROM PACIFIC GAS & ELECTRIC COMPANY TO THE COUNTY OF MADERA DATED APRIL 25, 1962 AND RECORDED IN BOOK 828, PAGE 168 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID STRIP OF LAND OF THE UNIFORM WIDTH OF 80 FEET THE FOLLOWING THREE COURSES, NAMELY:

NORTH 11 ° 48' 30" EAST 577.54 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 960 FEET, THROUGH A CENTRAL ANGLE OF 11 ° 26' 30", AND AN ARC DISTANCE OF 191.76 FEET; AND THENCE NORTH 23 ° 15' EAST 859.10 FEET; THENCE NORTH 25 ° 55' EAST 268.06 FEET; THENCE SOUTH 53 ° 07' 30" EAST 230.53 FEET; THENCE SOUTH 45 ° 32' 30" EAST 138.72 FEET; THENCE NORTH 84 ° 48' 30" EAST 101.93 FEET; THENCE SOUTH 79 ° 44' EAST 48.69 FEET; THENCE SOUTH 56 ° 28' 30" EAST 82.73 FEET; THENCE NORTH 66 ° 49' 30" EAST 290.39 FEET; THENCE NORTH 53 ° 22' 30" EAST 88.46 FEET; THENCE NORTH 85 ° 15' 30" EAST 0.22 FOOT; THENCE SOUTH 32 ° 26' 30" EAST 15.02 FEET; THENCE NORTH 89 ° 41' 30" EAST 87.39 FEET; THENCE SOUTH 61 ° 29' EAST 57.30 FEET; THENCE SOUTH 80 ° 25' 30" EAST 84.27 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE SOUTH 0 ° 18' EAST, ALONG THE EASTERLY BOUNDARY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 341.82 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE SOUTH 89 ° 43' EAST ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2 A DISTANCE OF 1309.77 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE SOUTH 0 ° 29' 30" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SECTION 2, A DISTANCE OF 1302.50 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM

**A PARCEL OF LAND DESIGNATED FOR DONATION TO THE COUNTY OF MADERA
DESCRIBED AS FOLLOWS:**

A PORTION OF SECTIONS 1 AND 12 OF TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT
DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 1;

- (1) THENCE ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, N.01° 07'13"W. 1307.97 FEET TO THE NORTHWEST CORNER THEREOF, BEING A 2" IRON PIPE WITH CAP TAGGED "LS 1969";
- (2) THENCE ALONG NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, N.89° 20'25"E. 2649.17 FEET TO THE NORTHEAST CORNER THEREOF, BEING A 2-1/2" ALUMINUM PIPE WITH 3-1/4" US FOREST SERVICE CAP;
- (3) THENCE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, S.89° 41'06"E. 1416.39 FEET TO THE NORTHEAST CORNER THEREOF, BEING A 2-1/2" ALUMINUM PIPE WITH 3-1/4" US FOREST SERVICE CAP;
- (4) THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, S.00° 59'27"E. 1318.39 FEET TO THE SOUTHWEST CORNER THEREOF, BEING A 2" IRON PIPE WITH BRASS TAG "LS 5982";
- (5) THENCE ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, S.00° 43'05"E. 1341.88 FEET TO THE SOUTHWEST CORNER THEREOF, BEING A 1" IRON PIPE WITH BRASS TAG "LS 5982";
- (6) THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, N.89° 16'02"W. 755.84 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (7) THENCE ALONG A FEDERAL ENERGY REGULATORY COMMISSION (FERC) BOUNDARY LINE, N.03° 57'17"W. 568.26 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (8) THENCE N.32° 53'41"W. 785.27 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (9) THENCE N.33° 08'36"W. 649.22 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (10) THENCE N.89° 10'05"W. 663.68 FEET TO A NAIL & WASHER TAGGED "PLS 8393" IN BOULDER;
- (11) THENCE S.16° 25'44"E. 447.91 FEET TO A 5/8" REBAR TAGGED "PLS 8393";
- (12) THENCE LEAVING SAID FERC BOUNDARY LINE, S.89° 07'30"W. 103.37 FEET TO A NAIL & WASHER TAGGED "PLS 8393", BEING A POINT ON THE CENTERLINE OF COUNTY ROAD 222;
- (13) THENCE ALONG SAID CENTERLINE, WESTERLY ALONG THE ARC OF A 175.00 NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING OF N.73° 11'54"W. AND A CHORD DISTANCE OF 206.53, HAVING A CENTRAL ANGLE OF 72° 19'35" AND AN ARC LENGTH OF 220.91;
- (14) THENCE S.70° 38'19"W. 106.32 FEET;
- (15) THENCE SOUTHWESTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43° 57'06" AN ARC DISTANCE OF 153.42 FEET;
- (16) THENCE S.26° 41'13"W. 162.72 FEET;

- (17) THENCE SOUTHWESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14° 23'57" AN ARC DISTANCE OF 125.66 FEET;
- (18) THENCE S.41° 05'09"W. 102.66 FEET;
- (19) THENCE SOUTHWESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18° 33'15" AN ARC DISTANCE OF 161.92 FEET;
- (20) THENCE S.59° 38'25"W. 110.49 FEET;
- (21) THENCE NORTHWESTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 115° 56'18" AN ARC DISTANCE OF 141.65 FEET;
- (22) THENCE N.04° 25'18"W. 129.05 FEET;
- (23) THENCE NORTHWESTERLY ALONG THE ARC OF A 250.00 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38° 41'31" AN ARC DISTANCE OF 168.83 FEET;
- (24) THENCE N.43° 06'48"W. 167.86 FEET;
- (25) THENCE CONTINUING ALONG SAID CENTERLINE, WESTERLY ALONG THE ARC OF A 120.00 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54° 39'30" AN ARC DISTANCE OF 114.48 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE WITH THE SOUTHERLY BOUNDARY OF AN EXISTING FERC BOUNDARY LINE;
- (26) THENCE ALONG SAID FERC BOUNDARY LINE, BEING A LINE WHICH IS PARALLEL WITH AND 75 FEET SOUTHEASTERLY OF THE CENTERLINE OF AN EXISTING PG&E SPILLWAY DRAINAGE CENTERLINE, N.53° 08'02"E. 151.30 FEET;
- (27) THENCE N.60° 20'42"E. 430.78 FEET;
- (28) THENCE N.31° 14'53"E. 270.72 FEET;
- (29) THENCE N.54° 30'30"E. 112.58 FEET;
- (30) THENCE CONTINUING ALONG SAID FERC BOUNDARY LINE, PARALLEL WITH SAID SPILLWAY CENTERLINE AND THE NORTHEASTERLY PROLONGATION THEREOF, TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 75 NORTHEASTERLY OF THE CENTERLINE OF THE NORTH FORK OF WILLOW CREEK, N.19° 33'43"E. 245.57 FEET;
- (31) THENCE ALONG A LINE WHICH IS PARALLEL WITH AND 75 NORTHEASTERLY OF THE CENTERLINE OF SAID NORTH FORK OF WILLOW CREEK, N.73° 59'17"W. 61.72 FEET;
- (32) THENCE N.07° 52'58"W. 21.13 FEET;
- (33) THENCE N.02° 52'52"E. 34.99 FEET;
- (34) THENCE N.05° 06'20"W. 57.11 FEET;
- (35) THENCE N.28° 47'35"W. 59.92 FEET;
- (36) THENCE LEAVING SAID LINE WHICH IS PARALLEL WITH THE CENTERLINE OF THE NORTH FORK OF WILLOW CREEK AND CONTINUING ALONG SAID FERC BOUNDARY LINE, BEING A LINE WHICH IS PARALLEL WITH AND 75 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID EXISTING PG&E SPILLWAY DRAINAGE CENTERLINE AND THE NORTHEASTERLY PROLONGATION THEREOF, S.19° 33'43"W. 338.52 FEET;
- (37) THENCE S.54° 30'30"W. 96.24 FEET;
- (38) THENCE S.31° 14'53"W. 262.67 FEET;
- (39) THENCE S.60° 20'42"W. 401.30 FEET;
- (40) THENCE S.53° 08'02"W. 341.98 FEET;

(41) THENCE S.60° 07'03"W. 98.67 FEET;
(42) THENCE S.79° 29'36"W. 85.03 FEET;
(43) THENCE S.22° 35'11"W. 98.88 FEET;
(44) THENCE S.54° 11'26"W. 77.91 FEET;
(45) THENCE CONTINUING ALONG SAID FERC BOUNDARY LINE PARALLEL WITH AND 75 FEET DISTANT FROM SAID SPILLWAY CENTERLINE, S.42° 04'16"W. 162.60 FEET TO A POINT ON THE WESTERN BOUNDARY OF SAID SECTION 12;
(46) THENCE ALONG SAID WESTERN BOUNDARY, N.01° 16'21"W. 347.83 FEET TO THE POINT OF BEGINNING.

THE DESCRIPTION OF THE ABOVE DESCRIBED PARCEL OF LAND DESIGNATED FOR DONATION TO THE COUNTY OF MADERA WAS PREPARED BY ME OR UNDER MY DIRECTION. OTHER DESCRIPTIONS INCLUDED IN THIS DOCUMENT WERE COMPILED FROM RECORD INFORMATION BY OTHERS.



Nicholas A. Vanlandingham



Date: February 27, 2018

A.P.N. 061-021-015,061-022-002 PORTION, 061-065-001 PORTION, 061-064-001

PARCEL 2:
LCP ID#1046

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON DECEMBER 2, 1912 IN LIBER 59, PAGE 400 AND ON SEPTEMBER 12, 1913 IN VOLUME 64, PAGE 83 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13.

TOGETHER WITH BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE

RUNNING EAST 100 FEET; THENCE
RUNNING SOUTH 293 FEET TO A POINT ON THE NORTH LINE OF THE LAND OF R.C. FUGITT;
THENCE
RUNNING WEST ALONG THE NORTH LINE TO THE SAID LAND OF FUGITT A DISTANCE OF 1418
FEET TO THE NORTH AND SOUTH ONE-QUARTER LINE IN THE CENTER OF SAID SECTION 13;
THENCE RUNNING NORTH 293 FEET ALONG SAID ONE-QUARTER LINE; THENCE
RUNNING EAST A DISTANCE OF 1418 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 13 DEEDED TO MADERA COUNTY
TITLE COMPANY RECORDED ON JANUARY 5, 1965 IN BOOK 922, PAGE 559 OF OFFICIAL
RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE ONE AND ONE-HALF INCH IRON PIPE (MARKED PROP. COR.) MARKING
THE SOUTHWEST CORNER OF THE FORTY-NINE AND ONE-HALF ACRE PARCEL OF LAND
DESCRIBED IN THE DEED FROM C.A. ELLIS TO THE SAN JOAQUIN LIGHT & POWER
CORPORATION DATED MARCH 28, 1913 AND RECORDED IN BOOK 64, PAGE 83 OF DEEDS OF
THE COUNTY OF MADERA, SET IN THE WESTERLY BOUNDARY LINE OF THE EAST ONE-HALF
OF SAID SECTION 13, AND FROM WHICH THE ONE AND THREE-FOURTHS INCH IRON PIPE
MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 0 ° 46' 41"
EAST 1008.59 FEET DISTANT AND RUNNING THENCE FROM SAID ONE AND ONE-HALF INCH
IRON PIPE SOUTH 89 ° 16' 26" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID
FORTY-NINE AND ONE-HALF ACRE PARCEL OF LAND, 602.19 FEET TO A PACIFIC GAS
& ELECTRIC COMPANY BRONZE MONUMENT STAMPED NO. 1 WHICH IS DISTANT FIFTY FEET
WESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF A PACIFIC GAS
& ELECTRIC COMPANY FLUME; THENCE
PARALLEL WITH AND UNIFORMLY DISTANT 50 FEET WESTERLY FROM THE CENTER LINE OF
SAID FLUME THE FOLLOWING 10 COURSES, NAMELY:

NORTH 2 ° 10' 00" EAST 72.89 FEET; THENCE
NORTH 21 ° 10' 00" EAST 202.08 FEET; THENCE
NORTH 8 ° 24' 00" EAST 82.05 FEET TO A PACIFIC GAS & ELECTRIC COMPANY BRONZE
MONUMENT STAMPED NO. 2; THENCE
NORTH 48 ° 05' 00" EAST 81.84 FEET; THENCE
NORTH 24 ° 22' 00" EAST 103.35 FEET; THENCE
NORTH 48 ° 51' 00" EAST 106.33 FEET; THENCE
NORTH 70 ° 16' 00" EAST 115.27 FEET; THENCE
NORTH 9 ° 01' 00" WEST 112.49 FEET TO A PACIFIC GAS & ELECTRIC COMPANY BRONZE
MONUMENT STAMPED NO. 3; THENCE
NORTH 9 ° 01' 00" WEST 821.47 FEET TO A PACIFIC GAS & ELECTRIC COMPANY BRONZE
MONUMENT STAMPED NO. 4; THENCE
NORTH 9 ° 01' 00" WEST 92.55 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE
STRIP OF LAND DESCRIBED AND DESIGNATED 2 IN THE DEED FROM PACIFIC GAS &
ELECTRIC COMPANY TO COUNTY OF MADERA DATED DECEMBER 12, 1956 AND RECORDED
IN BOOK 684, PAGE 261 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA; THENCE
ALONG THE WESTERLY BOUNDARY LINE OF SAID STRIP OF LAND DESIGNATED 2 THE
FOLLOWING 10 COURSES, NAMELY:

NORTH 42 ° 42' 28" WEST 174.16 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 750.00 FEET THROUGH A
CENTRAL ANGLE OF 24 ° 28' 00" AND AN ARC DISTANCE OF 320.27 FEET; THENCE
NORTH 18 ° 14' 28" WEST 124.73 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET THROUGH A
CENTRAL ANGLE OF 2 ° 35' 00" AND AN ARC DISTANCE OF 42.83 FEET; THENCE
NORTH 20 ° 49' 28" WEST 306.51 FEET; THENCE
NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET THROUGH A
CENTRAL ANGLE OF 22 ° 51' 00" AND AN ARC DISTANCE OF 219.42 FEET; THENCE
NORTH 2 ° 01' 32" EAST 8.20 FEET; THENCE
NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET THROUGH A
CENTRAL ANGLE OF 14 ° 12' 00" AND AN ARC DISTANCE OF 137.75 FEET; THENCE
NORTH 16 ° 13' 32" EAST 6.90 FEET;
THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 700 FEET THROUGH A
CENTRAL ANGLE OF 8 ° 51' 38" AND AN ARC DISTANCE OF 108.25 FEET TO A POINT IN THE
NORTHERLY BOUNDARY LINE OF THE 120 ACRE PARCEL OF LAND DESCRIBED IN THE DEED
FROM SAMUEL B. JENSEN AND WIFE TO SAN JOAQUIN LIGHT & POWER CORPORATION
DATED NOVEMBER 26, 1912 AND RECORDED IN BOOK 59, PAGE 400 OF DEEDS OF THE
COUNTY OF MADERA, SAID NORTHERLY BOUNDARY LINE BEING THE NORTHERLY
BOUNDARY LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID
SECTION 13; THENCE
NORTH 88 ° 34' 23" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID 120 ACRE
PARCEL OF LAND, 429.67 FEET TO THE NORTHWEST CORNER OF SAID 120 ACRE PARCEL OF
LAND, SAID NORTHWEST CORNER BEING THE NORTHWEST CORNER OF THE SOUTH ONE-
HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE
ALONG THE WESTERLY BOUNDARY LINE OF SAID 120 ACRE PARCEL OF LAND AND THE
WESTERLY BOUNDARY LINE OF SAID FORTY-NINE AND ONE-HALF ACRE PARCEL OF LAND
THE FOLLOWING COURSE: SOUTH 0 ° 46' 11" EAST, ALONG THE WESTERLY BOUNDARY LINE
OF THE EAST ONE-HALF OF SAID SECTION 13, A DISTANCE OF 2934.41 FEET, MORE OR LESS,
TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM PARCELS 1 AND 2 OF PARCEL MAP NO. 937 RECORDED IN
BOOK 21, PAGE 46 OF MAPS OF THE COUNTY OF MADERA.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 13 DEEDED TO SECURITY
TITLE INSURANCE COMPANY RECORDED ON JUNE 28, 1967 IN BOOK 989, PAGE 369 OF
OFFICIAL RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY C.A.
ELLIS TO SAN JOAQUIN LIGHT & POWER CORPORATION BY DEED DATED MARCH 28, 1913
AND RECORDED IN BOOK 64, PAGE 83 OF DEEDS OF THE COUNTY OF MADERA, FROM
WHICH THE ONE AND THREE-QUARTER INCH IRON PIPE MARKING THE SOUTH ONE-
QUARTER CORNER OF SAID SECTION 13, BEARS SOUTH 54 ° 48' 03" WEST 1718.40 FEET
DISTANT AND RUNNING THENCE NORTH 0 ° 46' 00" WEST, ALONG THE EASTERLY BOUNDARY
LINE OF THE PARCEL OF LAND CONVEYED BY SAID DEED DATED MARCH 28, 1913, A
DISTANCE OF 293.00 FEET TO A ONE AND ONE-QUARTER INCH IRON PIPE IN THE
SOUTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST

ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE
ALONG THE EXTERIOR BOUNDARY LINES OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13 THE FOLLOWING THREE COURSES, NAMELY:

SOUTH 89 ° 16' 30" EAST 242.19 FEET TO A 3 INCH IRON PIPE; THENCE
NORTH 0 ° 05' 30" EAST 325.47 FEET TO A 3 INCH IRON PIPE; THENCE
NORTH 89 ° 16' 45" WEST 333.04 FEET TO A 1 1/2 INCH IRON PIPE IN THE WESTERLY BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE
NORTH 0 ° 05' 00" WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 265.03 FEET TO A THREE-QUARTER INCH IRON PIPE IN THE EASTERLY BOUNDARY LINE OF COUNTY ROAD NO. 222; THENCE ALONG THE EASTERLY BOUNDARY LINE OF COUNTY ROAD NO. 222 THE FOLLOWING THREE COURSES, NAMELY:

SOUTH 21 ° 06' 00" WEST 508.24 FEET; THENCE
NORTH 68 ° 54' 00" WEST 10.00 FEET; THENCE
SOUTHERLY ON A CURVE TO THE LEFT, WITH A RADIUS OF 310.00 FEET THROUGH A CENTRAL ANGLE OF 97 ° 42' 05", AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF SOUTH 21 ° 06' 00" WEST, AN ARC DISTANCE OF 526.31 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND CONVEYED BY SAID DEED DATED MARCH 28, 1913; THENCE
SOUTH 89 ° 16' 26" EAST ALONG LAST MENTIONED BOUNDARY LINE, 69.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

A.P.N. 060-040-077, 060-030-024

PARCEL 3:
LCP ID#1047

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESIGNATED AS PARCEL NO. 1 OF PARCEL MAP NO. 937 RECORDED ON OCTOBER 6, 1975 IN BOOK 21, PAGE 46 OF MAPS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA.

A.P.N. 060-040-053

PARCEL 4:
LCP ID#1048

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378

OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 LYING BETWEEN A LINE 25 FEET NORTHWESTERLY OF THE NORTHWESTERLY HIGH WATER LINE AND A LINE 25 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY HIGH WATER LINE OF PECKINPAH CREEK.

EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO ASSOCIATED LUMBER AND BOX COMPANY, A CALIFORNIA CORPORATION, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 5, 1954, IN BOOK 619, PAGE 251, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO HAROLD F. BOHN AND FAY M. BOHN, HUSBAND AND WIFE, AS JOINT TENANTS, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 21, 1958, IN VOLUME 728, PAGE 362, OFFICIAL RECORDS MADERA COUNTY.

A.P.N. 060-100

PARCEL 5:
LCP ID#1049

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18 LYING BETWEEN A LINE 100 FEET WESTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET WESTERLY FROM THE HIGHWATER LINE ON THE WESTERLY SIDE OF SAID CREEK, WHICHEVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE, AND A LINE 100 FEET EASTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET EASTERLY FROM THE HIGHWATER LINE ON THE EASTERLY SIDE OF SAID CREEK, WHICHEVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE.

AND THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, LYING SOUTH AND WEST OF THE SOUTH FORK OF THE NORTH FORK OF THE SAN JOAQUIN RIVER (SOUTH FORK OF WILLOW CREEK)

EXCEPTING THERE FROM ANY PORTION OF THE LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO HAROLD F. BOHN AND FAY M. BOHN,

HUSBAND AND WIFE, AS JOINT TENANTS, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 21, 1958, IN VOLUME 728, PAGE 362, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO ASSOCIATED LUMBER AND BOX COMPANY, A CALIFORNIA CORPORATION, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 5, 1954, IN BOOK 619, PAGE 251, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO THE NORTH FORK BOOSTERS CLUB, INC. LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 13, 1960, IN BOOK 781, PAGE 286, OFFICIAL RECORDS MADERA COUNTY.

ALSO EXCEPTING THERE FROM ANY PORTION OF THAT LAND LYING WITHIN THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 LYING BETWEEN A LINE 25 FEET NORTHWESTERLY OF THE NORTHWESTERLY HIGH WATER LINE AND A LINE 25 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY HIGH WATER LINE OF PECKINPAH CREEK.

A.P.N. 060-100

PARCEL 6:
LCP ID#1050

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON FEBRUARY 18, 1911 IN VOLUME 55, PAGE 378 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION LYING BETWEEN A LINE 100 FEET WESTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET WESTERLY FROM THE HIGHWATER LINE ON THE WESTERLY SIDE OF SAID CREEK, WHICH EVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE, AND A LINE 100 FEET EASTERLY OF THE CENTERLINE OF THE SOUTH FORK OF WILLOW CREEK OR A LINE 25 FEET EASTERLY FROM THE HIGHWATER LINE ON THE EASTERLY SIDE OF SAID CREEK, WHICH EVER IS THE GREATEST DISTANCE FROM SAID CENTERLINE.

EXCEPTING THERE FROM ANY PORTION OF THE LAND GRANTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TO HAROLD F. BOHN AND FAY M. BOHN, HUSBAND AND WIFE, AS JOINT TENANTS, LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS RECORDED OCTOBER 21, 1958, IN VOLUME 728, PAGE 362, OFFICIAL RECORDS MADERA COUNTY

A.P.N. 061-090

PARCEL 7:
LCP ID# 1051

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON OCTOBER 15, 1912 IN VOLUME 60, PAGE 193 OF DEEDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE
RUNNING EAST ALONG THE SOUTH SIDE OF THE SAID NORTHEAST ONE-QUARTER OF SAID SECTION TO A POINT 412 FEET, A LITTLE MORE OR LESS, DISTANT FROM SAID SOUTHWEST CORNER; THENCE
NORTH 11 ° 42' WEST, (VARIATION OF 16 ° 30' EAST) A DISTANCE OF 188 FEET, A LITTLE MORE OR LESS; THENCE
NORTH 11 ° 09' WEST, 148 FEET; THENCE
NORTH 14 ° 39' WEST, 122 FEET; THENCE
NORTH 7 ° 19' WEST, 141 FEET; THENCE
NORTH 5 ° 11' WEST, 196 FEET; THENCE
NORTH 28 ° 21' WEST, 85 FEET; THENCE
NORTH 49 ° 06' WEST, 94 FEET; THENCE
NORTH 16 ° 06' WEST, 80 FEET; THENCE
NORTH 29 ° 06' WEST, 63 FEET; THENCE
NORTH 36 ° 20' WEST, 322 FEET, A LITTLE MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE
SOUTH, ONE-QUARTER OF A MILE, A LITTLE MORE OR LESS, ALONG THE WEST SIDE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION TO THE FIRST ABOVE MENTIONED SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION.

A.P.N. 061-065-001 PORTION

PARCEL 8:
LCP ID#1052

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SOUTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED ON NOVEMBER 4, 1931 IN VOLUME 65 , PAGE 241 OF DEEDS AND JULY 24, 1965 IN BOOK 937, PAGE 358 OFFICIAL RECORDS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 12 WHICH IS A ONE AND ONE-QUARTER INCH BRASS CAPPED PIPE (MARKED LS 1969) SET IN A ROCK MOUND THENCE SOUTH 88 ° 48' 10" EAST 911.87 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF

SAID SECTION 12; THENCE
NORTH 2 ° 09'01" EAST 15.17 FEET; THENCE
NORTH 31 ° 45' 50" EAST 86.00 FEET; THENCE
NORTH 48 ° 19' 50" EAST 94.00 FEET; THENCE
NORTH 30 ° 38' 50" EAST 190.00 FEET; THENCE
NORTH 38 ° 21' 50" EAST 95.00 FEET; THENCE
NORTH 2 ° 21' 50" EAST 125.00 FEET; THENCE
NORTH 2 ° 33' 10" WEST 68.00 FEET; THENCE
NORTH 17 ° 21' 50" EAST 78.00 FEET; THENCE
NORTH 37 ° 38' 10" WEST 140.00 FEET; THENCE
NORTH 55 ° 38' 10" WEST 128.00 FEET; THENCE
NORTH 46 ° 38' 10" WEST 61.00 FEET; THENCE
NORTH 14 ° 38' 10" WEST 40.00 FEET; THENCE
NORTH 22 ° 38'10" WEST 200.00 FEET; THENCE
NORTH 46 ° 38'10" WEST 130.00 FEET; THENCE
NORTH 28 ° 38'10" WEST 45.00 FEET; THENCE
NORTH 72 ° 38' 10" WEST 30.00 FEET; THENCE
NORTH 53 ° 30' 10" WEST 143.44 FEET TO A 1 INCH IRON PIPE; THENCE
NORTH 53 ° 38'10" WEST 31.56 FEET; THENCE
NORTH 37 ° 38' 10" WEST 125.00 FEET; THENCE
NORTH 55 ° 08' 10" WEST 150.00 FEET; THENCE
NORTH 18 ° 38' 10" WEST 60.00 FEET; THENCE
NORTH 33 ° 38' 10" WEST 38.00 FEET; THENCE
NORTH 8 ° 08' 10" WEST 80.00 FEET; THENCE
NORTH 16 ° 51' 50" EAST 62.00 FEET; THENCE
NORTH 61 ° 51' 50" EAST 145.00 FEET; THENCE
NORTH 10 ° 51' 50" EAST 120.00 FEET; THENCE
NORTH 1 ° 38' 10" WEST 85.00 FEET; THENCE
NORTH 5 ° 21' 50" EAST 130 .00 FEET; THENCE
NORTH 15 ° 38' 10" WEST 165.00 FEET TO A TAG MARKED L.S. 2737 SET IN THE SOUTHWEST
FACE OF A GRANITE OUTCROP;
NORTH 12 ° 38' 10" WEST 90.00 FEET; THENCE
NORTH 9 ° 53' 10" WEST 143.00 FEET; THENCE
NORTH 17° 31' 50" EAST 96.00 FEET; THENCE
NORTH 36° 10' 10" WEST 11.44 FEET TO A 1 INCH IRON PIPE SET IN THE NORTHERLY
BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12; THENCE
NORTH 89 ° 01' 50" WEST 495.97 FEET TO A 2 INCH BRASS CAPPED MONUMENT IN A ROCK
MOUND MARKING THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID
SECTION 12; THENCE
SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER
OF SAID SECTION 12 TO THE POINT OF BEGINNING.
EXCEPTING THERE FROM THOSE PORTIONS THEREOF CONVEYED TO OTIS AND LULU
TEAFORD, HUSBAND AND WIFE BY DEED RECORDED MARCH 27, 1961 IN BOOK 794, PAGE
229, OFFICIAL RECORDS AS DOCUMENT NO. 3759.

PARCEL NO. 2. BEGINNING AT SAID ONE AND ONE-QUARTER INCH IRON PIPE (WITH A METAL
PLUG MARKED P.G.&E. L.S. 1969) IN A ROCK MOUND MARKING THE NORTHEAST CORNER OF

THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, AND RUNNING THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 91.95 FEET TO A POINT DISTANT 50.00 FEET SOUTHWESTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID COUNTY ROAD; THENCE PARALLEL WITH THE CENTER LINE OF SAID COUNTY ROAD THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

SOUTH 16 ° 10' 11" EAST 76.97 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 60 ° 03' 29", AN ARC DISTANCE OF 471.68 FEET; AND THENCE SOUTH 43 ° 53' 18" WEST 83.37 FEET TO A POINT DISTANT 25.00 FEET EASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES; THENCE PARALLEL WITH THE CENTER LINE OF SAID POLE LINE FOR TELEPHONE PURPOSES THE FOLLOWING THREE COURSES AND DISTANCES, NAMELY:

NORTH 9 ° 28' 11" WEST 339.88 FEET; THENCE NORTH 1 ° 36' 19" EAST 219.90 FEET; AND THENCE NORTH 1 ° 23' 34" EAST 18.30 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE SOUTH 89 ° 23' 26" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 102.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM ANY PORTION OF THE ABOVE DESCRIBED PARCEL NO. 2, LYING WITHIN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12.

ALSO EXCEPTING THERE FROM THAT PORTION THEREOF CONVEYED TO VON P. BURNETT AND DOROTHY E. BURNETT, HUSBAND AND WIFE BY DEED RECORDED AUGUST 12, 1960, IN BOOK 777, PAGE 408 OFFICIAL RECORDS AS DOCUMENT NO. 8666

THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, LYING ON THE WESTERLY SIDE OF THE WESTERLY BOUNDARY LINE OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET DESCRIBED AND DESIGNATED 1 IN THE DEED FROM PACIFIC GAS & ELECTRIC COMPANY TO COUNTY OF MADERA, DATED DECEMBER 12, 1956 AND RECORDED IN BOOK 684, PAGE 261 OF OFFICIAL RECORDS OF THE COUNTY OF MADERA PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET EXTENDING NORTHERLY FROM THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12, AND LYING EQUALLY ON EACH SIDE OF THE LINE WHICH BEGINS AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 12 AND RUNS THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 2000 FEET, AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO THE NEXT SUCCEEDING COURSE, AN ARC DISTANCE OF 640 FEET, MORE OR LESS, TO A POINT HEREIN CONVENIENCE CALLED POINT "A"; THENCE

NORTH 8 ° 14' EAST 207.80 FEET; THENCE
NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A CENTRAL
ANGLE OF 31 ° 35', AN ARC DISTANCE OF 275.61 FEET; THENCE
NORTH 23 ° 21' WEST 97.83 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 500 FEET, THROUGH A
CENTRAL ANGLE OF 15 ° 51', AN ARC DISTANCE OF 138.31 FEET; THENCE
NORTH 39 ° 12' WEST 48.15 FEET; THENCE
NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET, THROUGH A
CENTRAL ANGLE OF 37 ° 30', AN ARC DISTANCE OF 327.25 FEET; THENCE
NORTH 1 ° 42' WEST 31.81 FEET; THENCE
NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 300 FEET, THROUGH A CENTRAL
ANGLE OF 67 ° 34', AN ARC DISTANCE OF 357.78 FEET TO A POINT IN THE EXISTING COUNTY
ROAD TRAVERSING IN PART SAID SECTION 12; SAID POINT "A" IS DETERMINED BY RUNNING
SOUTH 55 ° 47' EAST 176.26 FEET; THENCE
SOUTH 16 ° 33' EAST 239.90 FEET; AND THENCE
NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 2000 FEET, THROUGH A
CENTRAL ANGLE OF 28 ° 13', AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A
LINE WHICH HAS A BEARING OF NORTH 8 ° 14' EAST, AN ARC DISTANCE OF 984.94 FEET
FROM THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 12; SAVE AND EXCEPTING
THERE FROM THAT PORTION THEREOF LYING WITHIN THE BOUNDARY LINES OF THE
SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12.

A.P.N. 061-065-001 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 Crane Valley FERC Project (FERC Project No. 1354), 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 Crane Valley FERC Project (FERC Project No. 1354), including, but not limited to, the following existing and future improvements: facilities necessary for the operation of the powerhouse, housing, outbuildings, penstock, canals, tunnels, spillway, flumes, forebay, dam, gaging station; 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 lines, including distribution lines; and communications lines and facilities.

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 mid-elevation Sierra Nevada mixed conifer/oak woodland forest type and riparian vegetation that provide habitat for wildlife and fisheries.
- (c) The scenic viewshed of the Property in keeping with the surrounding environment, providing a forested landscape visible to passersby on the nearby roads, as well as views of the waterbodies on the Property.
- (d) Outdoor recreation such as picnicking, fishing, and hiking.
- (e) 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 to protect, preserve or enhance the Beneficial Public Values 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

[Follows this page]

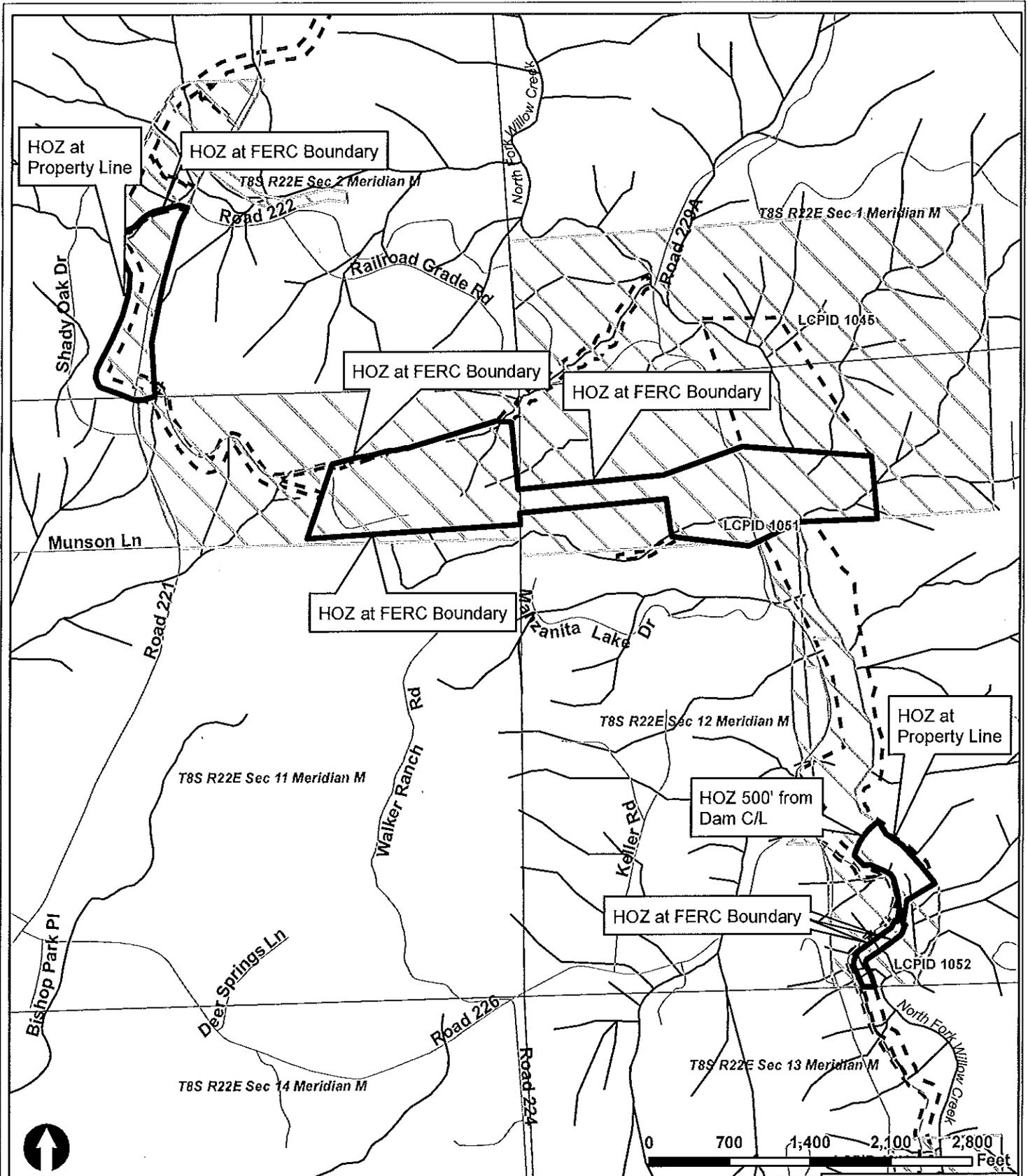
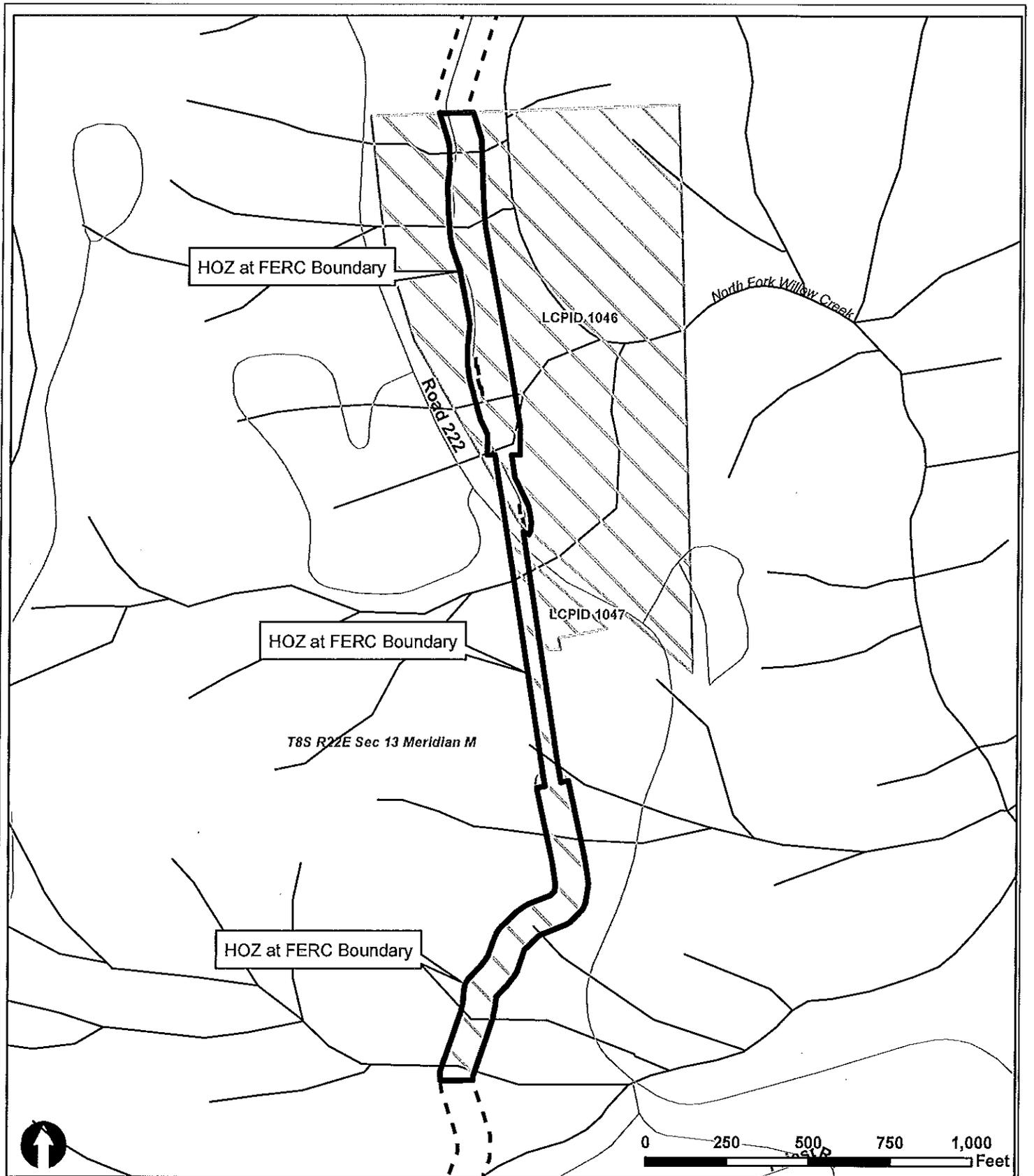


Exhibit G
Manzanita Lake Map 1
Hydo Operating Zone (HOZ)

-  HOZ
-  FERC Boundary
-  LCP



-  HOZ
-  FERC Boundary
-  LCP

Exhibit G
Manzanita Lake Map 2
Hydo Operating Zone (HOZ)

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 agreements listed in Section 2 below.

2. Third Party Use Agreements

Third Party Use Agreements on the Property are those agreements and rights disclosed by the following:

- (a) RIGHTS OF THE PUBLIC AND OF THE COUNTY OF MADERA, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN ROAD 222, ROAD 221, ROAD 229A, FLUME AND ANY UNNAMED ROADS.
- (b) AN EASEMENT OVER SAID LAND FOR HIGHWAY AND INCIDENTAL PURPOSES, AS GRANTED TO MADERA COUNTY, IN DEED RECORDED SEPTEMBER 06, 1917, IN BOOK 80 PAGE 236 AS DOCUMENT NO. 11825 OF DEEDS.

AFFECTS: A.P.N. 061-021-15, 02, 061-064-01, 061-065-01

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

- (c) ANY DISCREPANCIES IN BOUNDARY OR AREA OR ANY RIGHTS WHICH MAY ARISE OR EXIST WHICH ARE DISCLOSED BY A MAP OF SURVEY OF SAID PROPERTY. RECORDED OCTOBER 7, 1948, IN BOOK 6 PAGE 72 OF MAPS, MADERA COUNTY RECORDS.

AFFECTS APN 061-65-001, 061-060-01, 061-022-02, 061-021-15, 061-064-01

- (d) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN DEED RECORDED JANUARY 10, 1957, IN BOOK 684 PAGE 261 AS DOCUMENT NO. 357, OFFICIAL RECORDS.

AFFECTS: A.P.N. 060-040-071-060-303-024, 065-065-001, 061-021-015, 061-022-002, 061-064-001

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

A PORTION OF SAID EASEMENT WAS ABANDONED BY RESOLUTION NO. 60-150 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MADERA, A

CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED SEPTEMBER 23, 1960, IN BOOK 780 PAGE 247 OF OFFICIAL RECORDS AS DOCUMENT NO. 9992.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- (e) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN INSTRUMENT RECORDED MAY 09, 1962, IN BOOK 828, PAGE 168, OFFICIAL RECORDS.

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- (f) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN INSTRUMENT RECORDED MAY 09, 1962, IN BOOK 828, PAGE 173, OFFICIAL RECORDS.

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- (g) ANY DISCREPANCIES IN BOUNDARY OR AREA OR ANY RIGHTS WHICH MAY ARISE OR EXIST WHICH ARE DISCLOSED BY A MAP OF SURVEY ON SAID PROPERTY. RECORDED SEPTEMBER 16, 1964, IN BOOK 10 PAGE 150 OF MAPS.

AFFECTS A.P.N. 061-065-001, 061-022-002, 061-021-015, 061-064-001

- (h) AN AGREEMENT, AFFECTING THE PREMISES HEREIN STATED, FOR THE PURPOSES STATED THEREIN, UPON THE TERMS, COVENANTS AND CONDITIONS REFERRED TO THEREIN, BETWEEN THE PARTIES NAMED HEREIN FOR INGRESS, EGRESS AND RECREATIONAL PURPOSES, DATED JUNE 11, 1965, EXECUTED BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND WESLEY W. SPINNEY AND DOROTHY HALL SPINNEY , HUSBAND AND WIFE. RECORDED JUNE 29, 1965 IN BOOK 937 PAGE 585 AS DOCUMENT NO. 9664 , OFFICIAL RECORDS

AFFECTS A.P.N. 061-65-001, 061-022-002, 061-021-015, 061-064-001

- (i) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN DEED RECORDED AUGUST 03, 1965, IN BOOK 940 PAGE 619 AS DOCUMENT NO. 11408, OFFICIAL RECORDS. (2207-22-0004)

AFFECTS: A.P.N. 061-065-001

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

- (j) AN AGREEMENT, AFFECTING THE PREMISES HEREIN STATED, FOR THE PURPOSES STATED THEREIN, UPON THE TERMS, COVENANTS AND CONDITIONS REFERRED TO THEREIN, BETWEEN THE PARTIES NAMED HEREIN, FOR OBTAINING WATER TO SERVE CERTAIN FOREST SERVICE INSTALLATIONS, FOR FOREST SERVICE FIRE CONTROL AND ADMINISTRATIVE PURPOSES, DATED APRIL 4, 1966, EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY AND UNITED STATES OF AMERICA RECORDED APRIL 12, 1966, IN BOOK 960 PAGE 417 AS DOCUMENT NO. 5434, OFFICIAL RECORDS.

AFFECTS A.P.N. 061-065-001

- (k) AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF MADERA, IN DEED RECORDED JUNE 29, 1967, IN BOOK 989 PAGE 392 AS DOCUMENT NO. 8043, OFFICIAL RECORDS.(2207-22-0152)

AFFECTS: APN 066-040-077 AND 066-030-024

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

- (l) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE HEREIN DESCRIBED LAND LYING WITHIN THAT PORTION OF COUNTY ROAD NO. 222 LYING OUTSIDE THE BOUNDARIES THEREOF AS DESCRIBED IN BOOK 69 PAGE 12 OF DEEDS.
- (m) AN EASEMENT OVER SAID LAND FOR WATER PIPELINE, CISTERN AND PUMPING FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 15, 1974, IN BOOK 1193 PAGE 649, AS DOCUMENT NO. 5137, OFFICIAL RECORDS.

AFFECTS: PORTION OF SOUTHWEST ONE-QUARTER OF SOUTHEAST ONE-QUARTER OF SECTION 12/8/22, BEING A PORTION OF APN 061-065-001

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

- (n) ANY DISCREPANCIES IN BOUNDARY OR AREA OR ANY RIGHTS WHICH MAY ARISE OR EXIST WHICH ARE DISCLOSED BY A MAP OF SURVEY ON SAID PROPERTY RECORDED MAY 26, 1987, IN BOOK 33 PAGE 22 OF MAPS.

AFFECTS A.P.N. 061-064-001, 061-021-015, 061-022-002 AND 061-065-001

- (o) AN ABOVE GROUND WATER LINE CROSSING THE CANAL IN LCPID 1047 FROM WESTSIDE APN: 060-040-035 TO EASTSIDE APN: 060-040-056, MADERA COUNTY. THE WATER LINE IS SUBJECT TO RELOCATION AS DETERMINED APPROPRIATE BY GRANTOR.

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. The right to construct, reconstruct, replace, remove, maintain and use the types of facilities and improvements described in paragraph (7) of Exhibit C that are unrelated to Hydro Project Activities and do not constitute a Required Action provided that such facilities shall be subject to Grantee's approval in the manner provided for Discretionary Actions.

11. 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.

12. 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 M. COHEN, CHAIR
Second District, San Francisco
ANTONIO VAZQUEZ, VICE CHAIR
Third District, Santa Monica
MIKE SCHAEFER
Fourth District, San Diego
BETTY T. YEE
State Controller
BRENDA FLEMING
Executive Director

May 9, 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: Manzanita Lake Easement Valuation

Dear Ms. Zhu:

In your email dated May 7, 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 Sierra Foothill Conservancy. You specified the subject property is located in Madera County and described by SBE numbers:

- | | |
|--------------|--------------|
| 135-20-2-2 | 135-20-17-2 |
| 135-20-13-3 | 135-20-17-3 |
| 135-20-13A-1 | 135-20-17-4 |
| 135-20-13A-2 | 135-20-21B-1 |
| 135-20-14C-1 | 135-20-21B-2 |

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 Manzanita Lake Retained

OWNER	CARE OF	MAIL ADDRESS	CITY, STATE & ZIP CODE
WITHIN A MILE MAILING			
See Attached			
WATER AGENCY MAILING			
County of Madera - Public Works	MD-08A	200 W 4th St.	Madera, Ca 93637
Bass Lake Annex #3 Mutual Water Co.	Judith Jussain	51168 Bon Vei Dr.	Oakhurst, Ca 93644
Sierra Linda Mutual Water Co.	Donnika Davis	PO Box 285	North Fork, Ca 93643
OTHER COUNTY AND SPECIAL DISTRICTS			
None			
AFFECTED TOWNS/CITIES			
None			
BOARD OF SUPERVISORS MAILING			
The Honorable Brett Frazier, District 1	Madera County Board of Super	200 W 4th St.	Madera, Ca 93637
The Honorable David Rogers, District 2	Madera County Board of Super	200 W 4th St.	Madera, Ca 93637
The Honorable Robert L. Poythress, District 3	Madera County Board of Super	200 W 4th St.	Madera, Ca 93637
The Honorable Max Rodriguez, District 4	Madera County Board of Super	200 W 4th St.	Madera, Ca 93637
The Honorable Tom Wheeler, District 5	Madera County Board of Super	200 W 4th St.	Madera, Ca 93637
CITIES/TOWNS AFFECTED MAILING			
None			
NATIVE AMERICAN TRIBAL MAILING			
North Fork Rancheria of Mono Indians	Ron Goode, Chairperson	13396 Tollhouse Rd.	Clovis, Ca 93619
Big Sandy Rancheria	Elizabeth Kipp, Chairperson	PO Box 337	Auberry, Ca 93602
Dumna/Wo-Wah Tribal Government	Robert Ledger, Chairperson	2216 East Hammond St.	Fresno, Ca 93703
North Fork Mono Tribe	Maryann McGovran, Chairperso	PO Box 929	North Fork, CA 93643
Picayune Rancheria of Chukchansi	Claudia Gonzalez, Chairperson	8080 North Palm Ave. Ste. 207	Fresno, Ca 93711
INDIVIDUALS & ENTITIES WHO SUBMITTED COMMENTS			
None			

Stewardship Council's List of Individuals and Entities to Whom it has Provided Notice Regarding Manzanita Lake Retained

INDIVIDUALS & ENTITIES WHO SPOKE AT BOARD MEETING ON			
None			
OTHER ORGANIZATIONS THAT SUBMITTED LSP			

Within A Mile Mailing List Manzanita Lake Donated			
DEADRA ANN WIRES		BOX 577	NORTH FORK CA 93643
LORENE M WIRES		BOX 577	NORTH FORK CA 93643
JOSEPH F & MARY O KELLER		BOX 752	NORTH FORK CA 93643
DONALD R PEARSON		BOX 945	NORTH FORK CA 93643
HARRIS MC ELLIGOT		P O BOX 103	NORTH FORK CA 93643
MANUEL R & CAROLINA CASTILLO		P O BOX 1034	NORTH FORK CA 93643
RONALD A & DEBBIE L DAVENPORT		P O BOX 1036	NORTH FORK CA 93643
RICHARD L & JUDITH B JOHNSON		P O BOX 108	BASS LAKE CA 93604
JAMES J & MAXINE E O NEIL		P O BOX 1154	NORTH FORK CA 93643
LOUIS STAFFORD CROSS		P O BOX 1256	NORTH FORK CA 93643
KENNETH R & LISA PARDI THEIS		P O BOX 1290	NORTH FORK CA 93643
JANE M CATTANI		P O BOX 1313	NORTH FORK CA 93643
FINA BASHORE		P O BOX 1348	NORTH FORK CA 93643
DAVID F & CAROLYN R BOETTCHER		P O BOX 1465	NORTH FORK CA 93643
ROY & DONNA L WILLIAMS		P O BOX 150	BASS LAKE CA 93604
ROBERT E I & ROSE M HILTON		P O BOX 1558	NORTH FORK CA 93643
LEO & HELEN L MARTIN		P O BOX 181	NORTH FORK CA 93643
MILDRED JOAN MC KAY		P O BOX 187	NORTH FORK CA 93643
JOSHUA M & KAREN M FREEMAN		P O BOX 236	NORTH FORK CA 93643
THOMAS E MURPHY		P O BOX 2523 SP 5	OAKHURST CA 93644
SIERRA LINDA MUTUAL WATER COMPANY		P O BOX 285	NORTH FORK CA 93643
CLAYTON L & SANDRA JOHN		P O BOX 3	NORTH FORK CA 93643
CHAD WILLIAMS		P O BOX 351	NORTH FORK CA 93643
FORK BOOSTERS CLUB NORTH		P O BOX 357	NORTH FORK CA 93643
BETTY DOUGLAS CHARLES & LOIS ELLEN CO TRUSTEE		P O BOX 374	NORTH FORK CA 93643
ALLISON & JEWEL N DAVISON		P O BOX 402	NORTH FORK CA 93643
LEGGITT R & JOYCE MAY CLIFFORD		P O BOX 478	NORTH FORK CA 93643
DIANA DICK		P O BOX 511	NORTH FORK CA 93643
JT & JOSEPHINE HUTCHENS		P O BOX 572	NORTH FORK CA 93643
JOHN HUTCHINS SINGER		P O BOX 633	BASS LAKE CA 93604
ROBERT DAVID & JUDITH LYNN ALEXANDER		P O BOX 6503	CARMEL CA 93921
FORREST J DOZIER	HEERSEMA PHILIP H	P O BOX 66	NORTH FORK CA 93643
NORTH FORK ASSEMBLY OF GOD		P O BOX 686	NORTH FORK CA 93643
NORTH FORK RANCHERIA INDIAN HOUSING AUTHORITY		P O BOX 728	NORTH FORK CA 93643
MINER W MOSSMAN		P O BOX 755	NORTH FORK CA 93643
PHILLIP R & CAROL G MUSICK		P O BOX 814	NORTH FORK CA 93643
HERBERT PUNKIN		P O BOX 85	NORTH FORK CA 93643
HAROLD A & BARBARA L STEIN		P O BOX 859	NORTH FORK CA 93643
MANUEL R & CAROLINA CASTILLO		P O BOX 9131	FRESNO CA 93705
LAW OFFICES OF JASON M KERLAN P C		P O BOX 975	FRESNO CA 93714
JENNIFER L NOBLE		PO BOX 1012	NORTH FORK CA 93643
DWAYNE & CHRISTINE SHEETS	SHEETS CHRISTINE	PO BOX 108	COARSEGOLD CA 93614
PATRICIA P TRUMAN		PO BOX 1084	LAGUNA BEACH CA 92652
DONALD W & SHARON M GROVE		PO BOX 1095	NORTH FORK CA 93643
LLOYD B & CAROLYN FAYE MOLINA		PO BOX 111	NORTH FORK CA 93643
THOMAS E & MARNIA J WOOD		PO BOX 1136	NORTH FORK CA 93643

O NEIL JAMES J & MAXINE E PTP		PO BOX 1154	NORTH FORK CA 93643
LANI A OWEN		PO BOX 117	NORTH FORK CA 93643
NATHANIEL DEAN HODGES		PO BOX 117	NORTH FORK CA 93643
RICHARD BERNAL & HAVILAND-REID PAMELA REID		PO BOX 1212	NORTH FORK CA 93643
TERRY ANDERSON		PO BOX 1228	NORTH FORK CA 93643
TERRY INGRAHAM		PO BOX 1228	NORTH FORK CA 93643
PAUL CRESWELL VIND		PO BOX 1252	NORTH FORK CA 93643
LOUIS STAFFORD & PAULINE ALICE CROSS		PO BOX 1256	NORTH FORK CA 93643
TAWNY & VAN ARROYO		PO BOX 1314	NORTH FORK CA 93643
THERESA A BRASSEY		PO BOX 1336	NORTH FORK CA 93643
PAUL M VINING		PO BOX 143	NORTH FORK CA 93643
SERENA M FROST ASKEW		PO BOX 1444	NORTH FORK CA 93643
LARRY & SUSAN LANGLEY		PO BOX 1488	NORTH FORK CA 93643
ROY WILLIAMS		PO BOX 150	BASS LAKE CA 93604
KELLY LEE GREEN		PO BOX 1520	NORTH FORK CA 93643
FRANCIS LEROY BATES		PO BOX 153	NORTH FORK CA 93643
HARLAN W & KIM L LANG		PO BOX 158	NORTH FORK CA 93643
ANTONIO & THOMPSON MARY BETH CHAVARRIA		PO BOX 168	RAYMOND CA 93653
ROSE MARIE CLARK		PO BOX 186	NORTH FORK CA 93643
JOSEPH J & ELIZABETH A BATZ		PO BOX 1943	FRESNO CA 93718
BLAINE D & LESLIE A WILCOX		PO BOX 1973	WINTON CA 95388
VICTOR GENE HAMBURGER		PO BOX 21	NORTH FORK CA 93643
DONNA L PRIDE		PO BOX 2267	OAKHURST CA 93644
WILLIAM T & SHIRLEY M GOLDEN		PO BOX 27828	FRESNO CA 93729
KELLY A ADNEY		PO BOX 325	NORTH FORK CA 93643
RAYMOND & LEANN MAYER		PO BOX 33	NORTH FORK CA 93643
JENNIFER L MCMILLAN		PO BOX 344	NORTH FORK CA 93643
SANDRA COLOHAN		PO BOX 344	NORTH FORK CA 93643
NEAL FROST		PO BOX 3483	CLOVIS CA 93613
JOHN DAVID JOHNSON		PO BOX 361	NORTH FORK CA 93643
DOUGLAS CHARLES & LOIS ELLEN BETTY		PO BOX 374	NORTH FORK CA 93643
KENNETH L & LINDA A CARLTON		PO BOX 3793	OAKHURST CA 93644
THOMAS M KELSEY		PO BOX 396	COUPEVILLE WA 98277
JERAMI J MIDDLETON		PO BOX 417	NORTH FORK CA 93644
MIK J & JUNE E HAMLEY		PO BOX 421	BASS LAKE CA 93604
LON M SWENSON		PO BOX 461324	LEEDS UT 84746
ROBERT ENDARA		PO BOX 508	BASS LAKE CA 93604
ELIZABETH GENE HUNTER		PO BOX 512	BASS LAKE CA 93604
ERIC J & KARA L SHEARER		PO BOX 541	NORTH FORK CA 93643
CARL VINCENT & BARBARA KATHLEEN SIMMS		PO BOX 5456	FRESNO CA 93755
WILLIAM ALBERT TUTTLE		PO BOX 547	NORTH FORK CA 93643
WORLEY THOMAS WHEELER		PO BOX 598	NORTH FORK CA 93643
ROBERT EUGENE & THERESA MARLENE WILLIAMS		PO BOX 608	NORTH FORK CA 93643
LOU T WILLIAMS		PO BOX 661	NORTH FORK CA 93643
BONNIE HERRON		PO BOX 6771	MOHAVE AZ 86446
DENNIS M & LINDA LOUISE JONES		PO BOX 68	NORTH FORK CA 93643
ILENE J DURBIN		PO BOX 680	ESCONDIDO CA 92033
MARY PROPER		PO BOX 711	NORTH FORK CA 93643

RENA J SURV HEINTZ		PO BOX 714	NORTH FORK CA 93643
DANIEL ROBERT MCALEECE		PO BOX 725	NORTH FORK CA 93643
PATTERSON RICHARD R & VIVIAN L CO TR		PO BOX 76	NORTH FORK CA 93643
THOMAS R & SCHULTE MARY TERESE MITTAN		PO BOX 765	NORTH FORK CA 93643
DONNA ODGERS		PO BOX 767	NORTH FORK CA 93643
TONNIE M & MARK R BYERS		PO BOX 803308	SANTA CLARITA CA 91380
JAMES A & VICKI S BELTON		PO BOX 804	NORTH FORK CA 93643
COOPER ROBERT V & MARGARET M LIVING TRUST		PO BOX 816	NORTH FORK CA 93643
KYLE STANNERS		PO BOX 824	NORTH FORK CA 93643
GERALD EDWIN & SHERRI LYNN MCKAY GRESHAM		PO BOX 852	NORTH FORK CA 93643
PRITAM SINGH GREWAL		PO BOX 857	NORTH FORK CA 93643
BURL WADE		PO BOX 875	NORTH FORK CA 93643
KATIE S BURNS		PO BOX 890	BASS LAKE CA 93604
ROBERT & MICHELE OLSON		PO BOX 894	NORTH FORK CA 93643
M R SODHI INC		PO BOX 921	NORTH FORK CA 93643
NORMAN J & LORRE M FREITAS		PO BOX 927	NORTH FORK CA 93643
MARC D & GRIFALCONI MIA LERCHE MANDEL		PO BOX 928	NORTH FORK CA 93643
NORTH FORK RANCHERIA INDIAN HOUSING AUTHORITY		PO BOX 929	NORTH FORK CA 93643
MARION NOLAN CASTON		PO BOX 954	CARMEL CA 93921
JOHN F & KATHERINE B DONNER		10 RANCHERO LN	RATON NM 87740
KENNETH J & WANDA W TRUCKENBROD		10015 W ROYAL OAK RD #167	SUN CITY AZ 85351
RANDALL & ROBYN DEHART		1009 KENSINGTON AVE	LEMOORE CA 93245
DAVID R & POWELL-CALDWELL TERESA CALDWELL		1013 N ORCHARD DR	BURBANK CA 91506
TERESA POWELL-CALDWELL		1013 N ORCHARD DR	BURBANK CA 91506
COLLAZOS TRACEY L-GROGAN ETAL		1059 E VERDUGO	BURBANK CA 91501
CLYDE R COTTRELL		1128 N MADERA	KERMAN CA 93630
SANDRA L COTTLE		1132 N ARMSTRONG	CLOVIS CA 93611
SHARON KAY HUTCHENS		12212 GLEASON DR	MADERA CA 93638
CORNERSTONE CUSTOM CONSTRUCTION INC	SETH & CARRIE WALTNER	12218 HARRINGTON ST	BAKERSFIELD CA 93311
HEIDI L JOHNSTON	CAMPBELL CHRISTOPHER M	1231 PAPPANI DR	GILROY CA 95020
JOHN & EARLENE KILPATRICK		12341 LOREN WAY	MADERA CA 93638
JESSICA TARMAN		13039 WEDDINGTON ST	SHERMAN OAKS CA 91401
SANDRA LOU OSBORN		1312 N MCCALL	SANGER CA 93657
ROXANNE AMANDA SMALZ		1322 N SAFFORD AVE	FRESNO CA 93725
ALLEN F & ROBIN L MICHAEL		13238 PAGEANT AVE	SAN DIEGO CA 92129
ERIC & KRISTI WILKINS		1348 W HERNDON AVE 103	FRESNO CA 93711
CAROL S MENDIOLA		1373 W NORTHRIDGE AVE	FRESNO CA 93711
CHARLES AVERY & THUY VO LANTRY		1386 TOFTS DR	SAN JOSE CA 95131
EMILY JOANNE BAKER		1415 PARADISE LN	LOS BANOS CA 93635
FEDERAL NATL MTG ASSN		14221 DALLAS PKWY 1000	DALLAS TX 75254
KENTRICT ARNOLD & LISA KAY SELL		14296 BROOKHILL RD	MADERA CA 93638
PATRICK & ROSEMARY MC CAVE		14362 HUNTINGTON RD	MADERA CA 93638
MACHANEH MAMOSH INC		1444 17TH ST #4	SANTA MONICA CA 90404
VIRGINIA IRWIN		1449 W JEFFERSON	FRESNO CA 93706
JEFF H & LISA A GYMER		1456 W DOVEWOOD LN	FRESNO CA 93711
STEPHEN I & LINDA J LANCASTER		1462 FRANKLIN ST	SANTA MONICA CA 90404
RICHARD A TYLER		15142 AMBER CREST LN	DRAPER UT 84020
GERALDINE ELIZABETH THOMASON		1516 RENN	CLOVIS CA 93612

ROMAN CATHOLIC BISHOP OF FRESNO		1550 N FRESNO ST	FRESNO CA 93703
U S F S SIERRA NATIONAL FOREST		1600 TOLLHOUSE RD	CLOVIS CA 93611
RICKY WAYNE & YVONNE LESLIE DAVIS		1699 SAGE AVE	LOS OSOS CA 93402
WALTER L M DUNBAR		1700 ASHE RD #25	BAKERSFIELD CA 93309
ERIC J VELARDE		17463 BALDWIN DR	MADERA CA 93638
ALAN D GRINNELL	SEAN GRINNELL	1780 MONARCH DR	NAPA CA 94558
JUDY LEE THOMAS		1783 W CELESTE	FRESNO CA 93711
RONALD K & CHERYL S DOMINICI		1804 SUNDANCE LN	MADERA CA 93637
RUBY L GOFORTH		183 FESTIVAL DR	OCEANSIDE CA 92057
RANDALL L & LEA ANN DAVIS		1835 E SYCAMORE RD	CASA GRANDE AZ 85122
MARY M & DAVID G WOUF		1898 SUMMERTIME AVE	SIMI VALLEY CA 93065
JEAN CLAUDE & MARTINE POIROT		19475 FARALLON RD	MADERA CA 93638
MARK ANTHONY & ELIZABETH VILLASENOR		19531 VENTURA BLVD #1	TARZANA CA 91356
NORMAN H & HELEN G GONZALES	ARMAND GONZALES ETAL	19531 VENTURA BLVD #1	TARZANA CA 91356
ADOLPH G & TERESA COLLASO		19904 APPLE TOMAHAWK RD	APPLE VALLEY CA 92307
COUNTY OF MADERA MAINTENANCE DISTRICT #8A		200 W 4TH ST	MADERA CA 93637
FRED L & BARBARA J DRAEGER		20161 ANZA DR	SALINAS CA 93908
RONALD S LINDBLAD		2040 LABUMUM	CHICO CA 95926
JOHN G & FLAVIA N CAMPBELL		205 STILLWATER LN	SAN JOSE CA 95139
RUSSELL E & RUTH E DAY		2054 MARION	NORTH BEND OR 97459
EVY M WILD		20800 FONTAINE RD	TOPANGA CA 93643
MARGARET MUHLY	GLENN E MAYS PUBLIC GUARDIAN	209 W YOSEMITE AVE	MADERA CA 93637
FRANK & PHILLIS KUCERA		2134 COLVIN RUN DR	HENDERSON NV 89052
SAMUEL SCOTT & ELSA JEAN MURRAY		21407 ANGELA YVONNE AVE	SANTA CLARITA CA 91350
RANDALL C & PAMELA HOWARD		2155 TAMMY LN	SELMA CA 93662
JAMES B BELCHER		2186 MORRIS	CLOVIS CA 93611
KRISTI A KENNEDY		2213 N CHESTNUT LN	SANTA MARIA CA 93458
CARL R & SHARON D WRIGHT		22251 ERWIN ST	WOODLAND HILLS CA 91367
ROBERT & KATHRYN BARNETT		2342 JEFFREY RD	CAMARILLO CA 93012
RICK & LISA THOMAS		235 E WOOD AVE	LATON CA 93242
JASON M WILD		23829 VALLEY OAK CT	NEWHALL CA 91321
DAN GAMEL PROP INV LLC		2448 E CENTRAL	FRESNO CA 93725
DAN GAMEL PROP INV LLC		2448 E CENTRAL AVE	FRESNO CA 93725
RANDAL M DRAEGER		252 SAN BENANCIO RD	SALINAS CA 93908
ROBERT M MENDOZA		253 N ALTA VISTA AVE	MONROVIA CA 91016
KIMBERLEY RENAY SCHMIDT		2595 W BEECHWOOD AVE	FRESNO CA 93711
HERBERT G & MARY ANN QUANN BIVINS		2607 W STUART AVE	FRESNO CA 93711
RICKY R & LINDA DIANE AUSTIN		2609 N WINERY	FRESNO CA 93703
JOSE M & ALMA D CASTANON		26228 FLORENCE WAY	MADERA CA 93638
JIN LONG WANG		26632 SHANE DR	LAKE FORREST CA 92630
USA TRUSTEE	BUREAU OF INDIAN AFFAIRS PACIFIC REGION OFFICE	2800 COTTAGE WAY	SACRAMENTO CA 95825
SANDRA K & COLLASO LAURA LEE BAISDEN		28027 OAK RANCH RD	ESCONDIDO CA 92026
ROBERT E & KATHRYN A HILTON		2832 S MONTEREY AVE	ONTARIO CA 91761
JOSEPH ARTHUR & BLANCHE A STORVIK		3026 E WILLIS AVE	FRESNO CA 93726
STEPHEN A & SARA S KULJIS		30511 VIA VENTANA	SAN JUAN CAPISTRA CA 92675
PATRICK F RILEY		3060 EL CERRITO PLAZA #180	EL CERRITO CA 94530
RHONDA SHANK		3066 IRONWOOD CT	MERCED CA 95340
RODNEY W GLEGHORN		3150 E TENAYA	FRESNO CA 93710

U S BANK NATL ASSN TRUSTEE	SELECT PORTFOLIO SERVICING INC	3217 S DECKER LAKE DR	SALT LAKE CITY UT 84119
JOHN F & ELAINE CLARKE		3223 EVERGREEN AVE	CLOVIS CA 93611
RICHARD A & IRENE MUELLER		325 W BLUFF AVE	FRESNO CA 93711
ROY STEVEN & MICHAELA RUTH BROUGHTON		3275 E RIALTO	FRESNO CA 93726
GENE A VIERRA		33082 CHURCH ST	NORTH FORK CA 93643
GARY & ANN E BATES		33101 ROAD 224	NORTH FORK CA 93643
JOHN P GLENOS		33123 WEATHERLY LN	NORTH FORK CA 93643
YVONNE ZELDA WHITENER		33133 RD 224	NORTH FORK CA 93643
CORNELUS L & KARIN L VANDERLEE		33147 ROAD 224	NORTH FORK CA 93643
GHISLAIN J & STACY R MOTTE		33249 ROAD 224 2	NORTH FORK CA 93643
GLENN A & PAULINE E YORK		33599 RD 224	NORTH FORK CA 93643
CLYDE E CHILDRESS		33608 ROAD 224	NORTH FORK CA 93643
RICHARD NATHAN COWELL		33696 ROAD 224	NORTH FORK CA 93643
RODNEY A & ALICE M YORK		33721 RD 224	NORTH FORK CA 93643
CALVIN JERRY & VELMA H LEWIS		33768 PUTNEY PL	NORTH FORK CA 93643
MILDRED N REED		33858 ELDERBERRY LN	NORTH FORK CA 93643
ROBERT E I & ROSE M HILTON		33939 ROAD 224	NORTH FORK CA 93643
DANIEL D & ANNA L MARTINEZ		33952 ELDERBERRY LN	NORTH FORK CA 93643
JOHN & TARYN DIAN		34003 BISHOP PARK PL	NORTH FORK CA 93643
PHILLIP & SANDRA OSTER		3401 EASTVIEW CT	BAKERSFIELD CA 93306
ROBERT S & BERTHA SCHONDER		34037 DEER SPRINGS LN	NORTH FORK CA 93643
DAVID VAUGHN & RHONDA LYNN WILLIAMS		34067 PUTNEY PL RD #229	NORTH FORK CA 93643
MYRNA L SHELL		34070 DEER SPRINGS LN	NORTH FORK CA 93643
GREGORY A & LORI ANNE DIERBERGER		34072 BISHOP PARK PL	NORTH FORK CA 93643
EDWARD BENNY ORDUNO		34088 DEER SPRINGS LN	NORTH FORK CA 93643
ROBERT W & RICHTER JEAN L OWEN		34103 DEER SPRINGS LN	NORTH FORK CA 93643
MARK STEINWAND		34104 DEER SPRINGS LN	NORTH FORK CA 93643
CHRISTOPHER EGIL SHIELD		34110 DEER SPRINGS LN	NORTH FORK CA 93643
ROBERT LEE & TERRI LEE BROOKSHIRE		34111 DEER SPRINGS LN	NORTH FORK CA 93643
GERRY THOMAS		34133 KELLER RD	NORTH FORK CA 93643
REBECCA E WAMSLEY		34134 WILD ROSE LN	NORTH FORK CA 93643
EDWARD W & MYRNA HATCH		34161 DEER SPRINGS LN	NORTH FORK CA 93643
CLAUDE E & KATHLEEN M CAMPBELL		34163 KELLER RD	NORTH FORK CA 93643
DOUGLAS J & SUSAN J WALTNER		34164 ROAD 221	WISHON CA 93669
DUANE J & JOAN S NABORS		34177 SUNRIDGE DR	WISHON CA 93669
ED & NANCY BUCK		34182 ROAD 221	WISHON CA 93669
GLENN E & PHYLLIS A OVERSTREET		34225 ROAD 221	WISHON CA 93669
NAN J ELLIS		34234 SUNRIDGE DR	WISHON CA 93669
SHANNON WENTWORTH		34288 KELLER RD	NORTH FORK CA 93643
DONNA L MCCALL		34293 KELLER RD	NORTH FORK CA 93643
DELEESE HANCOCK		34313 ROAD 221	WISHON CA 93669
RONALD G & CAROLE S SEVERE		34321 ROAD 221	WISHON CA 93669
MICHAEL J & JUANDA RIDGEWAY SULLIVAN		34325 KELLER RD	NORTH FORK CA 93643
KATHLEEN I TEATER		34343 SUNRIDGE DR	WISHON CA 93669
TONI A DE SILVA		34351 SUNRIDGE DR	WISHON CA 93669
ROBERT A & LORETTA A MC KEE		34355 KELLER RD	NORTH FORK CA 93643
JON CASEY & TERRIE LEE GRIFFIN		34356 SUNRIDGE DR	WISHON CA 93669
MARTIN TURNER		34391 KELLER RD	NORTH FORK CA 93643

STEVEN T & NORMA L BURNETT		34394 ROAD 221	WISHON CA 93669
JOSEPH RUSSELL & RANDA JONE TAYLOR		34455 ROAD 221	WISHON CA 93669
ANDREW INGRAHAM		34484 ROAD 221	WISHON CA 93669
MARY E SULLIVAN		34544 ROAD 274	NORTH FORK CA 93643
LINDA S PELKEY		34582 ROAD 274	NORTH FORK CA 93643
DORIS LEE SAWTELLE		34585 ROAD 221	WISHON CA 93669
ARTHUR V & MARIAELENA CRUZ		34608 MCDANIEL DR	NORTH FORK CA CA 93643
JUDITH L & DORINSON DAVID A LOOBY		34650 DOUGLAS RANGER STATION RD	NORTH FORK CA 93643
DIANE J ORTMANN		34681 RD 274	NORTH FORK CA 93643
JOHN E & SHAREN A THOMAS		34693 RD 274	NORTH FORK CA 93643
RYAN D SCHULTE		34699 ROAD 274	NORTH FORK CA 93643
PATRICK D & SHIRLEY S MCWILLIAMS		34705 ROAD 274	NORTH FORK CA 93643
MARION CLINTON & SHEROLYNN JOHNSON		34716 ROAD 274	NORTH FORK CA 93643
DELBERT L & APRIL C LEWIS		34726 ROAD 221	WISHON CA 93669
JOSEPH & VIVIAN JEAN REYNOSO		34731 ROAD 221	WISHON CA 93669
PAUL M & ELIZABETH JANE REHBERG- VINING		34744 DOUGLAS RANGER STATION RD	NORTH FORK CA 93643
FEDERAL HOME LOAN MTG CORP	WELLS FARGO BANK	3476 STATEVIEW BLD	FORT MILL SC 29715
RAYMOND & GILPINBLACK SANDRA K BLACK		34830 RD 274	NORTH FORK CA 93643
HARRY RONALD & DALE PAULINE ANDRADE		34851 ROAD 274	NORTH FORK CA 93643
ROSALIE FRASER		34876 GILPIN LN	NORTH FORK CA 93643
JOHN L & BARBARA L GROW		34904 SIERRA DAWN DR	NORTH FORK CA 93643
JIM R HAMBURGER		34914 ROAD 221	WISHON CA 93669
JAMES M & CHERYL L BULL		34936 ROAD 274	NORTH FORK CA 93643
STANLEY A & LORETTA I SUTTON		34939 SHADY OAK DR	WISHON CA 93669
GREGORY A & TAMMY HOLT		34988 SHADY OAK DR	WISHON CA 93669
WILLIAM BRUCE & MARY LYNN DODGE		35073 SHADY OAK DR	WISHON CA 93669
RICHARD R & VIVIAN L PATTERSON		35144 SHADY OAK DR	WISHON CA 93669
VIRGINIA WALTON PILEGARD		35220 SHADY OAK DR	WISHON CA 93669
CURTIS & KARLA DUGGER		35316 ROAD 274	NORTH FORK CA 93643
JAMES A BROOKS		35373 ROAD 222	WISHON CA 93669
BUDDY R & SARALEE LUNDY		35387 SHADY OAK DR	WISHON CA 93669
WILLIAM DELTON & MARY ELLEN SHIRLEY		35484 ROAD 274	NORTH FORK CA 93643
BREANE REYNOSO		3555 DOMINION RD	SANTA MARIA CA 93455
SETH & CARRIE WALTNER		35688 ROAD 274	NORTH FORK CA 93643
FRED & ELISA CHAPA ROCHA		35760 N HIGHLAND DR	WISHON CA 93669
BEATE BREDLOW		35763 ROAD 222	WISHON CA 93669
KELLY J & KARIN A FOSTER		35768 SIERRA LINDA DR	WISHON CA 93669
BETTY LOUISE RICHMOND		35780 SHRINERS LN	WISHON CA 93669
JACK & GENEVIEVE L BECKER		35784 HIGHLAND DR	WISHON CA 93669
DEWEY D & DOLORES R BARNES		35808 SIERRA LINDA DR	WISHON CA 93669
STEVE PINION		35833 ROAD 222	WISHON CA 93669
DONALD M & MARCIA K BANTI		35853 SIERRA LINDA DR	WISHON CA 93669
DAVID JONATHAN WOLFF		35859 ROAD 222	WISHON CA 93669
KURT HAYDEN		35860 HIGHLAND DR	WISHON CA 93669
LEHMAN P WHISTLER		35865 HIGHLAND DR	WISHON CA 93669
BLANCHE CHILDERS		35880 HIGHLAND DR	WISHON CA 93669
DOUGLAS T & PATRICIA PRICE		35898 SHRINERS LN	WISHON CA 93669
RICHARD E & HOFFMAN SPROULS PAULA SPROULS		35920 HIGHLAND DR	WISHON CA 93669

HAROLD L GOLEMAN		35935 ROAD 222	WISHON CA 93669
STEVEN D & DEBORAH A DYER		35945 HIGHLAND DR	WISHON CA 93669
PAUL & MARCIA ABRAM		35946 E HIGHLAND DR	WISHON CA 93669
JOANN K CLARK		35977 SIERRA LINDA DR	WISHON CA 93669
DAVID L PETERSON		35994 SIERRA LINDA DR	WISHON CA 93669
JASON M & DEVON P DE LA CRUZ		36016 SIERRA LINDA	WISHON CA 93669
DONALD RAY & ETOLA JUNE KRUMPELMAN		36040 HIGHLAND DR	WISHON CA 93669
ETHAN E & SARAH E JACKSON		36061 ROAD 222	WISHON CA 93669
MICHAEL DENNIS & LESLIE CAROL KEARNEY		36085 ROAD 222	WISHON CA 93669
LAWRENCE D SCHMITZ	SCHMITZ DOUGLAS A	3612 KERRY CT	DENAIR CA 95316
JOHN J & EVELYNNE M ALVARADO		36125 CEDAR LN	WISHON CA 93669
JOHN BARICH		36125 SIERRA LINDA DR	WISHON CA 93669
HAROLD C & LOIS J MOORE		36132 CEDAR LN	WISHON CA 93669
ANGIE LANELL WILLIAMS		36132 ROAD 222	WISHON CA 93669
LAURA E YHALKEE		36143 CEDAR LN	WISHON CA 93669
CARRIE ALYCE WILSON		36144 SIERRA LINDA DR	WISHON CA 93669
DONICA EARLEY		36155 SIERRA LINDA DR	WISHON CA 93669
PATRICK H NEWMAN		36165 CEDAR LN	BASS LAKE CA 93604
EDDIE LEWIS & CAROLYN JEAN PINION		36174 CEDAR LN	WISHON CA 93669
STEVEN NICOLAS & ARLENE F BATEMAN		36187 SIERRA LINDA DR	WISHON CA 93669
DONALD FAIRBANKS & JULIE ANNE KILNER		36227 SIERRA LINDA DR	WISHON CA 93669
DEBORAH M KALLAS		36233 CEDAR LN	WISHON CA 93669
PAUL W & GERALDINE BARRON		36256 SIERRA LINDA DR	WISHON CA 93669
DANIEL PAUL & KEARLY GLORIA MARIE WEINSTEIN		3626 LANKERSHIM BLVD	LOS ANGELES CA 90068
JOSEPH D & KYLE K KRJETZ		3720 WILLOWICK DR	VENTURA CA 93003
PATRICIA Y LA MATTINA		37220 BERKSHIRE DR	MADERA CA 93638
ILENE J DURBIN		3732 DARREN THORNTON WAY	LAS VEGAS NV 89120
JOYCE E & MICHAEL S GROTHMAN		3808 N APRICOT AVE	FRESNO CA 93727
MARVIN A & BARBARA PARRISH		3825 MONO PL	SANTA MARIA CA 93455
PEPE JEROME & LAURA J COOPERMAN		3955 WELLINGTON SQ	SAN JOSE CA 95136
SHAWNA M & STEVEN T JOHNSON		40 DUBOST CT	DANVILLE CA 94526
RYAN J & CAROLINE S FRANKLIN		40289 ROAD 222	BASS LAKE CA 93604
ROBERT G MC SWAIN		4105 ALFALFA TERRACE	OLNEY MD 20832
ROBERT MARK & ROBYN GAY HOLLAND		41087 HWY 41	OAKHURST CA 93644
GORDON LESLIE & ELIZABETH ANNE KJELDERGAARD		41105 HWY 41 #A	OAKHURST CA 93644
WILLIAM JOSEPH & SANDRA G BELL		41607 LOCH LOMOND LN	OAKHURST CA 93643
DAVID R & KAYE M CARTNAL		4200 PARK CIRCLE DR	BAKERSFIELD CA 93309
KAREN SILVA		4207 PLUMERIA CT	SANTA MARIA CA 93455
ANDREW G & JULIE A THOMAS		4235 SELDOM SEEN RD	POWELL OH 43065
DONALD E & CHERYL K WILLEY		427 E SALMON RIVER DR	FRESNO CA 93720
ROSA MARIA ROBERTS		4340 E CONEJO	SELMA CA 93662
RAIN B & SONKA KIMBERLEY A REED		43691 WELLS RD	COARSEGOLD CA 93614
RICHARD M & RITA M KERN		4510 CARRIAGE HILL DR	SANTA BARBARA CA 93110
TIMOTHY A & TERRY L RODRIGUES		4667 W CONEJO AVE	CARUTHERS CA 93609
H E & BARBARA L WILLIAMS		47226 OTTOWA AVE	COARSEGOLD CA 93614
WILLOW CREEK HIDEAWAY LLC		47525 ROAD 630	OAKHURST CA 93644
CINDY M & ROBERT W ROGERS		4785 N BENGSTON	FRESNO CA 93705
SHARON L GREEN		4822 COCINA LN	PALMDALE CA 93551

WILLIAM G & BETTY VERCOE		4869 E PICO AVE	FRESNO CA 93726
ROBERT R FUNSTON		49 N BROOKSHIRE AVE	VENTURA CA 93003
MICHAEL ROBERT & JOELLE CARINE ONEIL		49548 ROAD 200	O NEALS CA 93645
FRANCES ROTHENBERG		4972 HEATHER GLEN CIR	SANTA ROSA CA 95405
LINDA S STEINER		4974 N FRESNO ST #551	FRESNO CA 93726
SARPARINDER SINGH		49746 ROAD 420	COARSEGOLD CA 93614
TERI LOUISE PROPS		503 ROSEVILLE RIDGE CT	ROSEVILLE CA 95661
MADHI ROMERO		5090 E TOWNSEND AVE	FRESNO CA 93727
BASS LAKE ANNEX #3 MUTUAL WATER CO	C/O JUDITH HUSSAIN	51168 BON VEU DR	OAKHURST CA 93644
SNOWDEN RICHARD E & ALICE B CO TRUSTEE		520 PETER PL	SIMI VALLEY CA 93065
DUKE A & ELIZABETH A KING		527 B ST	LEMOORE CA 93245
GLENWOOD C & CANDACE J ODELL		54310 WILDWOOD SPRINGS TRL	NORTH FORK CA 93643
RAYMOND AUSTIN KERNS		54330 PINE TREE LN	NORTH FORK CA 93643
EDMUND H & MARGO L FEY		54984 MUNSON LN	WISHON CA 93669
FREDDY W & ANNA THERESE MORRIS		54990 LOS PINOS LN	WISHON CA 93669
ROBERT T & ALMARITA HASTEY		55040 VIA VIEW DR	WISHON CA 93669
PATRICK E & BURROWES BARBARA A FARRELL		55124 MUNSON LN	WISHON CA 93669
DAVID L & LAURA J HAMMERS		55131 VIA VIEW DR	WISHON CA 93669
HENRY M CUARON		55145 MUNSON LN	WISHON CA 93669
ALAN L & LAURA J FISHER		55151 VIA VIEW DR	WISHON CA 93669
BILL G & DEBRA BUNYARD		55169 VIA VIEW DR	WISHON CA 93669
WILLIAM T & LYNN D TALBOT		55329 MUNSON LN	WISHON CA 93669
JENNIFER L MCMILLAN		55420 OLD TOWN RD #226	NORTH FORK CA 93643
DEAN MURPHY		555 N VAN NESS AVE	FRESNO CA 93728
MARGARET ANN GRAHLMAN		55500 WAY COOL WAY	WISHON CA 93669
ALLAN V & NANCY LOU SMITH		55545 ROAD 226	NORTH FORK CA 93643
FRANK & DEANNE WULF		55552 WAY COOL WAY	WISHON CA 93669
FRANK R & DEANNE WULF		55552 WAY COOL WAY	WISHON CA 93669
DANIEL CARUL & JENNIFER BROOKE PRESCOTT		55606 ROAD 226	NORTH FORK CA 93643
WILLIAM K STURROCK		55639 ROAD 226	NORTH FORK CA 93643
MARY ANN CAPUCHINO		55876 ROAD 226 OLD TOWN	NORTH FORK CA 93643
JOHN F & NORA A REYNOSO		56018 ROAD 226	NORTH FORK CA 93643
MICHAEL J & MARY J COLLINS		56020 HORN RD	NORTH FORK CA 93643
WILLIAM EUGENE & CHRISTEL URSULA HILAND		56029 MANZANITA LAKE DR	NORTH FORK CA 93643
STEPHEN MICHAEL & JERI BETH CARNEY		56044 MANZANITA LAKE DR	NORTH FORK CA 93643
FRANK & CHRIS LOGAR		56086 MANZANITA LAKE DR	NORTH FORK CA 93643
THOMAS R & MCPHERSON NANCY BURDETTE		56101 ROAD 226	NORTH FORK CA 93643
NATHAN PETER KAHEKILIO KALANI & ELLEN MARIE CHING		56106 ROAD 226	NORTH FORK CA 93643
ALLEN LEONARD & CAROL LYNN ROOPE		56126 HORN RD	NORTH FORK CA 93643
MARYANN C ANDERSON		56132 ROAD 226	NORTH FORK CA 93643
DONALD E & SON OK WILLIAMS		56184 MANZANITA LAKE DR	NORTH FORK CA 93643
RUSS C MILLS		56184 OLD TOWN RD #226	NORTH FORK CA 93643
GERALD R & GINGER L FOUST		56206 ROAD 226	NORTH FORK CA 93643
ERNEST J & SHIRLEY C DELRIO		56208 GRANDMAS PL	NORTH FORK CA 93643
ALICE LORETTA LYON		56229 GRANDMAS PL	NORTH FORK CA 93643
MICHAEL M & KATHRYN C WIMER		56238 HORN RD	NORTH FORK CA 93643
JAMES R & MARY B STARK		56261 MANZANITA LAKE DR	NORTH FORK CA 93643
RANDY W MOORE		56270 HORN RD	NORTH FORK CA 93643

MANUEL I & ANGELICA M HERNANDEZ		56277 HORN RD	NORTH FORK CA 93643
RITA QUIROZ		56277 HORN RD	NORTH FORK CA 93643
ARTHUR ROLAND & LORRIE C TRANBERG		56286 PRIEST RD	NORTH FORK CA 93643
BRIAN PETER FOWLIE		56292 MANZANITA LAKE DR	NORTH FORK CA 93643
DONALD ROBERT & BARBARA ALICE STEINKE		56331 MANZANITA LAKE DR	NORTH FORK CA 93643
BROWN FAMILY TRUST 2013		56334 MANZANITA LAKE DR	NORTH FORK CA 93643
EUGENE R & GEORGIA R HARVEY		56351 ROAD 226	NORTH FORK CA 93643
IRA K & AMIE A PACE		56366 MANZANITA LAKE DR	NORTH FORK CA 93643
DELORES SHAFER		56374 HORN RD	NORTH FORK CA 93643
CASSANDRA J AZUA		56399 MANZANITA LAKE DR	NORTH FORK CA 93643
CHRISTOPHER & KRISTINA DELK		56411 HORN RD	NORTH FORK CA 93643
CONSTANCE A POPELISH		56411 RD 226	NORTH FORK CA 93643
DOUGLAS H & DELORES K HADDON		56417 HORN RD	NORTH FORK CA 93643
ANDREW R DURRELL		56424 MANZANITA LAKE DR	NORTH FORK CA 93643
CHARLOTTE ANN HORN FINCH		56430 HORN RD	NORTH FORK CA 93643
DANIEL D & JEANNE S MORRIS		56432 PRIEST RD	NORTH FORK CA 93643
DONALD E & SUSAN J ALSUP		56444 MANZANITA LAKE DR	NORTH FORK CA 93643
LORENE M WIRES		56489 SHINN CABIN LN	NORTH FORK CA 93643
BRIAN A PAULSEN		5650 N ANGUS ST	FRESNO CA 93710
DAVID A & JUDY HABERSTICH		56500 CIATANA CREEK RD	NORTH FORK CA 93643
DAVID H & DONNA M FISHER		56533 HORN RD	NORTH FORK CA 93643
LOIS Y BELL		56829 GENTLE WAY	NORTH FORK CA 93643
TED J VAN DEVORT		56880 GENTLE WAY	NORTH FORK CA 93643
WALTER GILLET & VICTORIA LYNNE DOGGETT		56892 GENTLE WAY	NORTH FORK CA 93643
EDMUND H & MARGO L FEY		56928 BUCKHORN CT	NORTH FORK CA 93643
WILBURN GABRIEL CO TR		56989 MONO WIND WAY	NORTH FORK CA 93643
JOSE LUIS SEGURA		57015 SUNRISE RIDGE RD	NORTH FORK CA 93643
SHIRLEY A SPROUL		5703 SCHIO AVE	SPRINGDALE AR 72762
JOHN WAYNE DAVIS		57064 ROAD 225	NORTH FORK CA 93643
FRANK L & NOVA L MALCRIA		57068 SUNRISE RIDGE RD	NORTH FORK CA 93643
GAY ABARBANELL		57124 MONO WIND WAY	NORTH FORK CA 93643
JOAN M COLLINS		57196 MONO WIND WAY	NORTH FORK CA 93643
BARBARA W THORMANN		57227 MONO WIND WAY	NORTH FORK CA 93643
ROSEMARY E CURRY		57227 THUNDER WAY	NORTH FORK CA 93643
CAROL ANN FAMULARO		57270 THUNDER WAY	NORTH FORK CA 93643
ROLAND A & LEIF G REGVALL		5803 BEGONIA DR	SAN JOSE CA 95124
DBH FAMILY LIMITED PARTNERSHIP		5917 W ELOWIN DR	VISALIA CA 93291
CHARLES E & JUDITH A BORDEN		59256 ROAD 225	NORTH FORK CA 93643
NEDROB FAMILY LIMITED PARTNERSHIP		59256 ROAD 225	NORTH FORK CA 93643
DANIEL J ROSENBERG		59700 ROAD 225	NORTH FORK CA 93643
THEODORA BELTRAN FELIX BURCIAGA		6018 ARBUTUS AVE	HUNTINGTON PARK CA 90255
WALTER L LOVELADY		609 N H ST	MADERA CA 93637
PETER S MOFFAT		640 VEREDA DEL CIR	GOLETA CA 93117
ROBERT & MARCIA GARRETT		651 HAMPTON RD	ARCADIA CA 91006
DAVID G & RANDI L FARLEY		653 W ESCALON AVE	CLOVIS CA 93612
GARY ROBERT WOOLEM		660 DICKMAN AVE #A	MONTEREY CA 93940
JOHN F & MARTHA SILVA		6726 N SHARON AVE	FRESNO CA 93710
LEONARD & GEORGIENA M VIVIAN		6771 N SEQUOIA	FRESNO CA 93711

HAROLD HARVEY & VICTORIA LEE BAXTER		70 SHORE LINE DR	FLORENCE OR 97439
GAYLE M LAWSON		700 E REDLANDS BLVD U340	REDLANDS CA 92373
ARMAND GONZALES		701 S PARKER ST #6500	ORANGE CA 92868
ROBERT C & MERRIBETH J LYONS		7062 WOLVERINE ST	VENTURA CA 93003
MASAD INC		7081 N MARKS AVE	FRESNO CA 93711
STELLA C GLORIA		711 W SHAW AVE	CLOVIS CA 93612
SUDARSHAN & VEENA KAPOOR		7319 N 4TH ST	FRESNO CA 93720
ARMENIAN CHURCH OF CHRISTIAN EVANGELICAL FAITH ET	ARMEN GEVORGYAN	7364 N BABIGIAN AVE	FRESNO CA 93722
EMILY KRATZER		744 WHITE BIRCH RD	TWP WASHINGTON NJ 7676
ASLAN B HEIDORN	BAUDER S J	761 RODEO RD	CAMDENTON MO 65020
JOHN ANDREW & VICKIE AUSTIN MOORE		7816 CAROL SUE CT	BAKERSFIELD CA 93308
JEFFREY J NORRIS	C/O MYRNA R BORCHARDT POA	811 E ROCKLAND DR	FRESNO CA 93720
WILLIAM THOMAS & CLARE THOMSON		818 E BEVERLY	FRESNO CA 93704
LORAN & CAROL LERMA		8241 HAYES CIR	HUNTINGTON BEACH CA 92643
MARJORIE GILPIN		853 BARNES RD	CLEBURNE TX 76031
LOUISA R & KEVIN COMORA		8971 CYPRESS AVE	COTATI CA 94931
NORMAN NAYLOR		92 TWIN OAKS DR	MONTEREY CA CA 93940
DONALD G & PAMELA D HARRIS		935 PECHO ST	MORRO BAY CA 93442
DON L & LESLEY P DWIGGINS		9845 SHOSHONE AVE	NORTHRIDGE CA 91325
HENRY J & VITA L HINES		9902 SPINNAKER DR	HUNTINGTON BEACH CA 92646

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