

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



July 18, 2019

Advice Letter 5569-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: Butte Creek 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 5569-E is effective as of July 17, 2019.

Sincerely,

A handwritten signature in black ink that reads "Edward Randolph".

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

Erik Jacobson
Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B13U
P.O. Box 770000
San Francisco, CA 94177
Fax: 415-973-3582

June 21, 2019

Advice 5569-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: **Butte Creek 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 2,179 acres of land in Butte County, commonly known as Butte Creek (“Property”). The Northern California Regional Land Trust (“NCRLT”), a California non-profit corporation, will hold the conservation easement. PG&E will retain fee title to the Property and the conservation easement will be granted subject to certain reserved rights in favor of PG&E for the continued operation of hydroelectric and water delivery facilities. The perpetual encumbrance of the Property is being made in the public interest and will protect and preserve the Beneficial Public Values (“BPVs”) on the Property, including the habitat of fish, wildlife and plants, forest resources on the Property, the scenic viewshed of the Property, 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 2,179 acres of land, identified as Parcels 705-715 and 717-729, on the map included in Attachment A, pages 3 thru 5, and is located in Butte County, approximately 10 miles northeast of Chico. The Property is surrounded by private property, Bureau of Land Management, and US Forest Service lands.

(2) Type of Property Interest Disposition

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

A. Property Encumbrances and Uses

There are recorded encumbrances for roads, electric power lines, an underground water line, a water tunnel and an aerial and underground communication facility on the Property. There are no unrecorded encumbrances. There is one existing agreement for economic use on the Property, a lease for the Pacific Service Employees Association (PSEA) camp.

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 Butte Creek Planning Unit is made up of 22 geographically dispersed parcels ranging from canyon parcels to ridgeline parcels. The following will describe how each group of parcels is legally accessed by the Public or if it has no public access available. The descriptions will begin in the southern portion of the planning unit.

LCPID#s 715 and 725-728: These parcels may be accessed by the public via Centerville Road and Helltown Roads (County owned) but do not contain public recreation facilities. The parcels contain steep hillsides, and/or contain secured generation and other utility operations facilities.

LCPID#s 706-714, 718, 724: These parcels are not accessible by the general public as they are located on steep ravines along private roads.

LCPID#s 705, 717, 719-723: These parcels may be accessed by the public via Humbug Road and Skyway Road (County owned).

Consistent with the requirements of its FERC license, PG&E provides the public with recreational facilities by operating the De Sabla group picnic area and also by maintaining fishing access along the De Sabla Forebay's eastern and southern shorelines. 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 24 of Attachment B).

A partial environmental assessment of the Property, consisting of interviews, limited soil sampling, 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**

Northern California Regional Land Trust
Attn: Executive Director
580 Vallombrosa Avenue
Chico, CA 95926

(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 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 and Wildlife and its successors.

B. Sustainable Forestry

Forest resources on the Property. Forest resources consist of oak woodlands and foothill pine at lower elevations with Ponderosa pine and Sierra mixed conifer at higher elevations with riparian forests along the streams.

C. Preservation of Open Space

The scenic viewshed of the Property in keeping with the surrounding environment, providing a view of forested landscapes and open grassland visible to passersby on nearby roads.

D. Outdoor Recreation by the General Public

Outdoor recreation in the form of passive recreational pursuits such as fishing, swimming, picnicking, hiking, cycling, equestrian use and sightseeing.

E. Historic 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 11, 2019, which is 20 days after the date of this submittal. Protests should be mailed to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission.

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

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

Effective Date

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

Notice

In accordance with General Order 96-B, Section IV, and D.08-11-043, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list, Service List A.08-04-020 and I.02-04-026, Appendix A and additional parties identified by the Stewardship Council. Address changes to the General Order 96-B service list should be directed to e-mail PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments:

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

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

cc: Service List Appendix A - Advice Letter 5569-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 5569-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

Northern California Regional Land Trust
Attn: Executive Director
580 Vallombrosa Avenue
Chico, CA 95926

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
PLC = Pipeline

GAS = Gas
HEAT = Heat

WATER = Water

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5569-E

Tier Designation: 1

Subject of AL: Butte Creek 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

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:

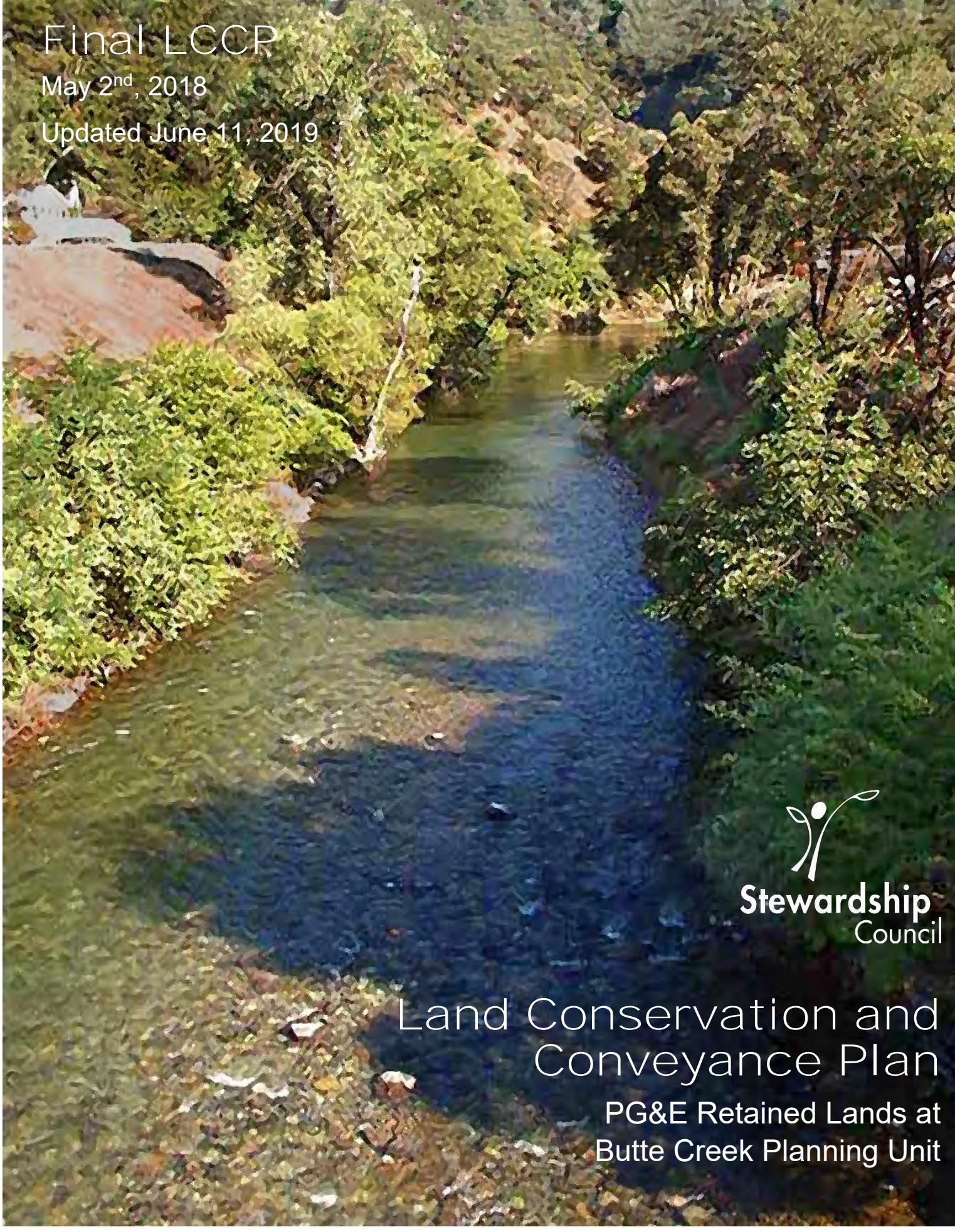
CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

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 LCCR

May 2nd, 2018

Updated June 11, 2019



Land Conservation and Conveyance Plan

PG&E Retained Lands at
Butte Creek Planning Unit

Executive Summary

Subject

LCCP Butte Creek Planning Unit
Land Conservation Plan Identification Numbers (Parcels) 705-715 and 717-729 as shown
on the map attached as Exhibit 1.

Type of Property Interest Disposition

- PG&E to retain fee simple title to all 2,179 acres within Parcels 705-715 and 717-729.
- Northern California Regional Land Trust (NCRLT) to hold the conservation easement on the entire 2,179 acres in Parcels 705-715 and 717-729.

Summary

The 2,179-acre Butte Creek planning unit includes 24 legal parcels. All 2,179 acres within the planning unit (Parcels 705-715 and 717-729) will be retained by PG&E and are the subject of this LCCP. Pending California Public Utilities Commission (CPUC) approval, PG&E and NCRLT will enter into a conservation easement that will encumber Parcels 705-715 and 717-729.

Property Location

The property subject to this LCCP consists of 2,179 acres in Butte County around DeSabla-Centerville FERC Project (#803) facilities and along Butte Creek near Magalia, Paradise, and Chico.

Economic Uses and Agreements

There are recorded encumbrances on the property to be retained by PG&E at the Butte Creek planning unit for roads, electric power lines, an underground water line, a water tunnel, and aerial and underground communication facilities. There is one existing agreement for economic uses, a lease for the Pacific Service Employees Association (PSEA) camp, on the property to be retained by PG&E within the Butte Creek planning unit.

Preserving and/or Enhancing the Beneficial Public Values

The conservation easement for Parcels 705-715 and 717-729 within the Butte Creek 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 oak woodlands and foothill pine at lower elevations with Ponderosa pine and Sierra mixed conifer at higher elevations with riparian forests along the streams.
- The scenic viewshed of the Property in keeping with the surrounding environment, providing a view of forested landscapes and open grassland visible to passersby on nearby roads.
- Outdoor recreation in the form of passive recreational pursuits such as fishing, swimming, picnicking, hiking, cycling, equestrian use and sightseeing.
- 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 Summary of Potential Environmental Issues on Land to be Retained, Butte Creek Planning Unit, prepared by AMEC Geomatrix, Inc., dated June 22, 2011 to NCRLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

Consideration of Parcel Split

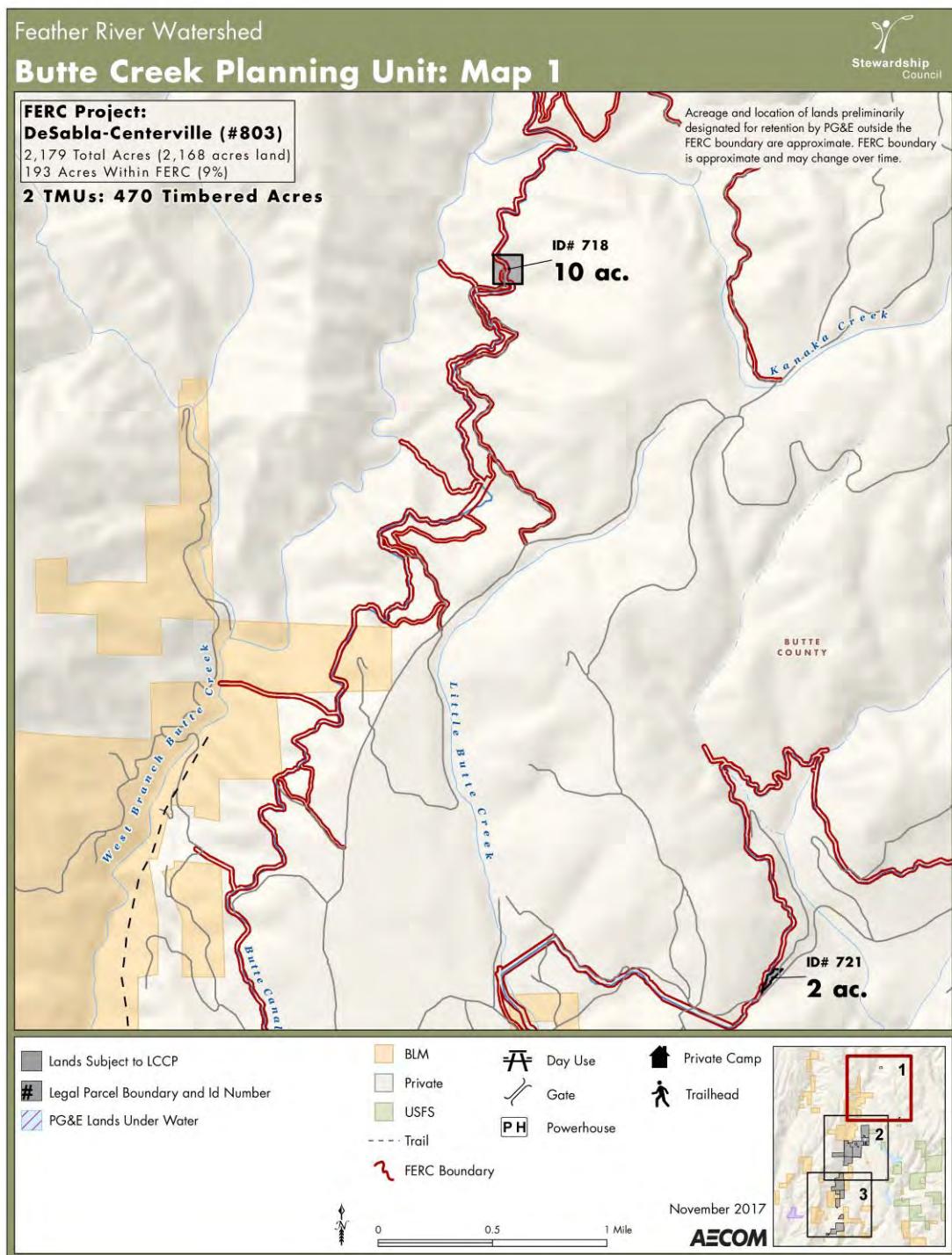
The entire 2,179 acres within Parcels 705-715 and 717-729 are being retained by PG&E and therefore no parcel split is being proposed.

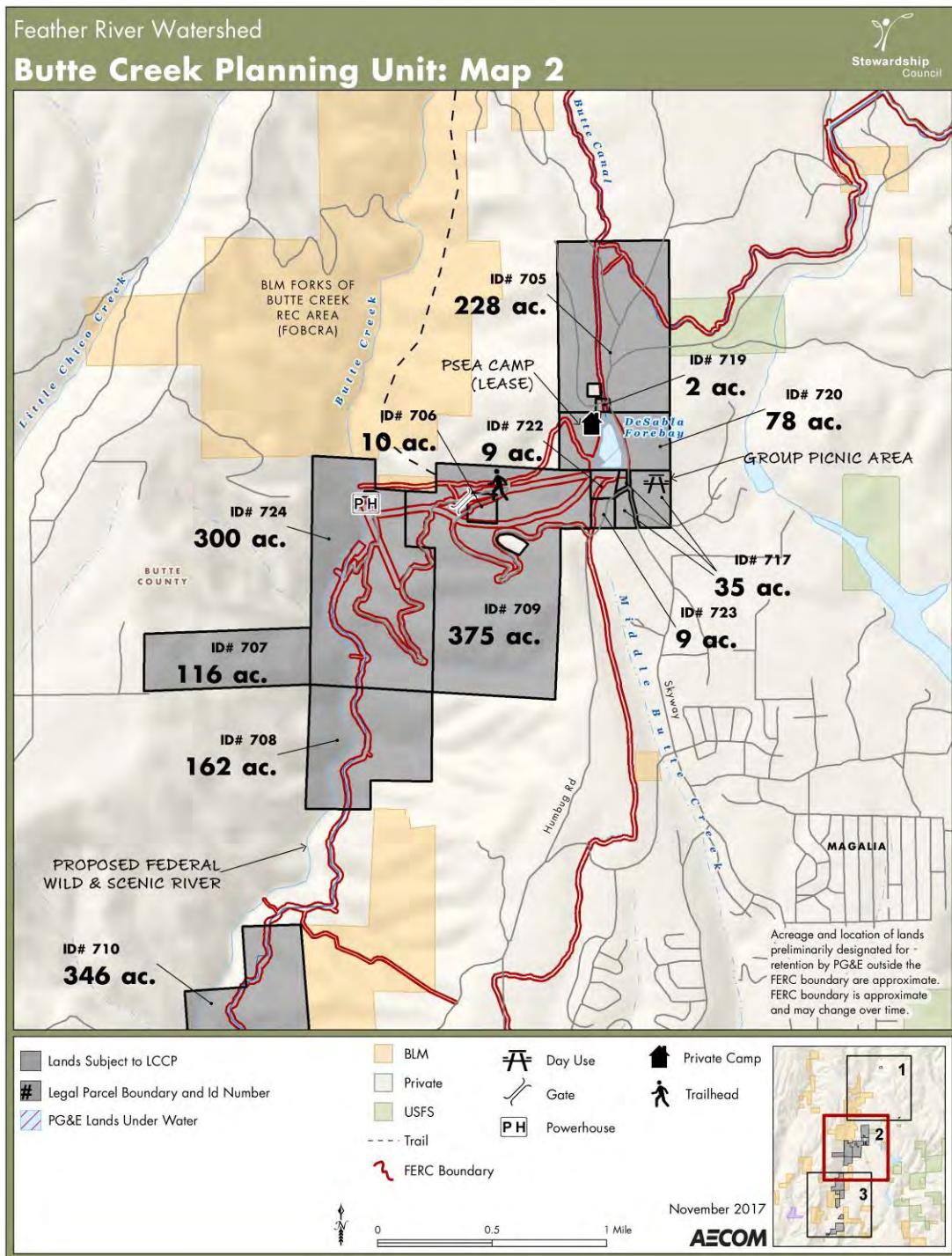
Applicable CEQA Exemption(s) or Reason Why Transaction is not a “Project Under CEQA”

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

The Butte Creek 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.

Exhibit 1. Map of the Property





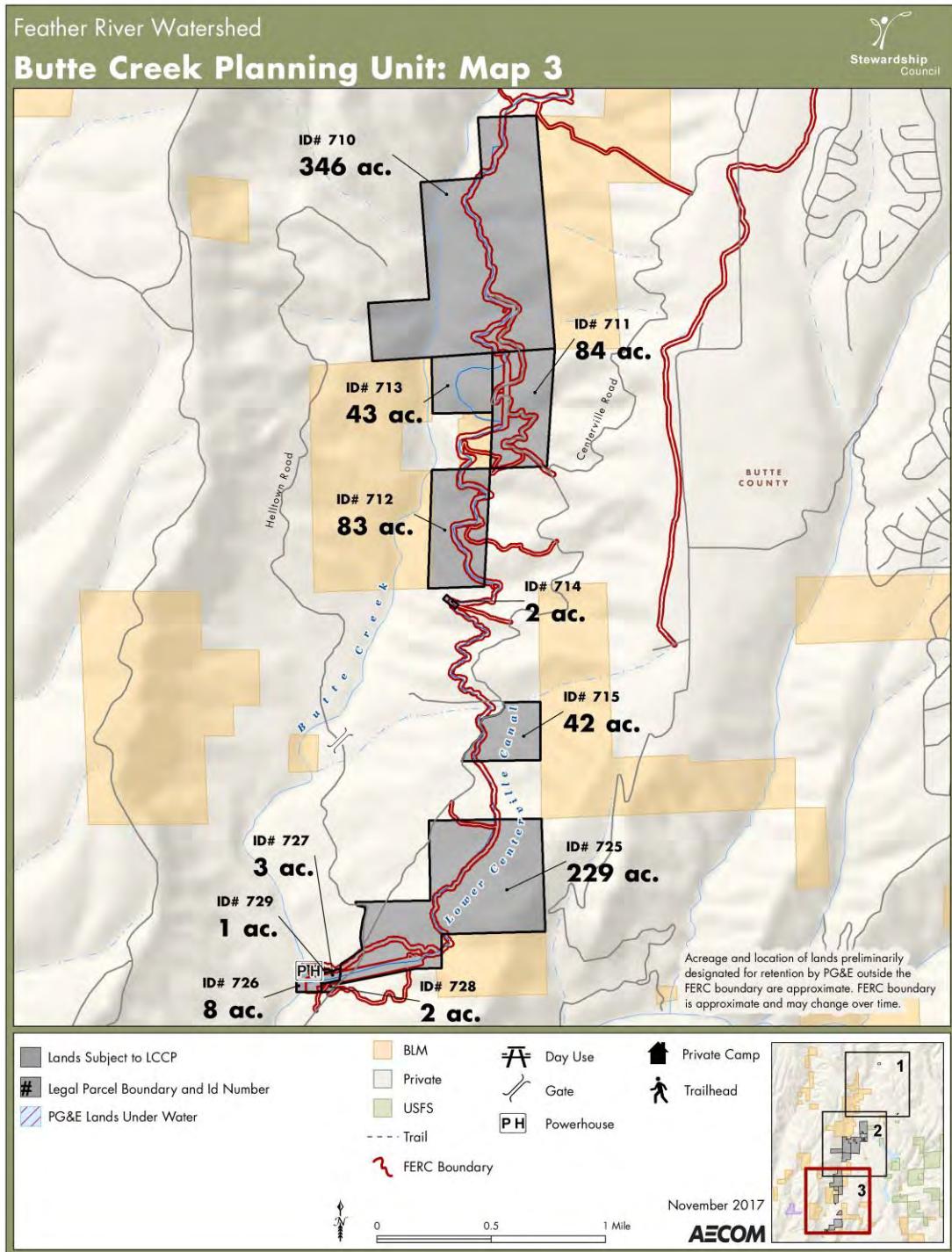


Table of Contents

| | |
|----------------------------------------------------------------------------------------------------------------------------|-----|
| Executive Summary..... | 1 |
| Introduction..... | + |
| 1. Acreage, Existing Economic Uses and Agreements..... | 1\$ |
| 2. Objectives to Preserve and/or Enhance the BPVs..... | 1& |
| 3. Retention or Donation of Fee Title and Recommendation for Conservation Easement Donation..... | 1(|
| 4. Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance the BPVs..... | 1+ |
| 5. Analysis of Tax and Other Economic and Physical Impacts | % |
| 6. Hazardous Waste Disclosure..... | % |
| 7. Consideration of Parcel Split..... | 2\$ |
| 8. Strategy for Physical Measures to Enhance the BPVs..... | 2% |
| 9. Monitoring Plan for the Economic and Physical Impacts of Disposition and Implementation of Enhancement Measures..... | 2& |
| 10. Implementation Schedule for Transactions and Measures | 2' |
| Appendices | |
| Appendix 1. Summary of Public Outreach | 2(|
| Appendix 2. Conservation Easement..... | &- |
| Appendix 3. Stewardship Council Conservation Easement Funding Agreement..... | , , |
| Appendix 4. Settlement Agreement, Appendix E | -- |

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 Butte Creek 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 Northern California Regional Land Trust (NCRLT) hold a conservation easement encumbering the 2,179 acres within Parcels 705-715 and 717-729 in the Butte Creek 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

| | |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (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> |
| (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> |
| (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> |
| (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> |
| (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> |
| (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> |
| (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> |
| (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> |
| (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> |
| (10) Implementation Schedule for Transactions and Measures | <i>"A schedule for the implementing transactions and measures."</i> |

1. Acreage, Existing Economic Uses and Agreements

Acreage and Property Description

The Butte Creek planning unit contains 24 legal parcels (Parcels 705-715 and 717-729) totaling approximately 2,179 acres in Butte County. All 2,179 acres in Parcels 705-715 and 717-729 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 NCRLT as described in Chapter 3.

The Butte Creek planning unit contains two distinct yet connected areas: a canyon area and a ridge-top area. Most of the lands are on the slopes and floor of Butte Creek Canyon, through which Butte Creek flows. Butte Creek drops from an elevation of nearly 1,300 feet mean sea level (msl) at the upstream end of the planning unit to about 500 feet msl at the downstream end. Most of the canyon parcels are undeveloped with the exception of hydroelectric facilities. Apart from gated maintenance roads, there is little or no road access to most of the canyon lands, thus public access and use are minimal.

The undeveloped canyon parcels provide a natural refuge for fish and wildlife. Aquatic habitat provided by Butte Creek is important for wild steelhead and spring-run chinook salmon, both Federally listed as threatened. Other more accessible but undeveloped parcels in the canyon and on the ridge also provide aquatic and diverse terrestrial habitats. Habitat types include riparian forest, oak and oak/pine woodlands, chaparral, and mixed conifer and pine forest. Three species of special status plants have been recorded in the planning unit: Butte County morning-glory, checkerbloom, and fritillary. The planning unit may support a variety of other special status plants, bats, birds, and amphibians.

Existing recreation access to the canyon parcels and Butte Creek itself is very limited. The ridge area is much more accessible than the canyon, via the main ridge road (Skyway Road) and unpaved roads crossing the parcels. Fishing access is provided at the DeSabla Forebay, which is stocked with trout by the California Department of Fish and Wildlife. The Pacific Service Employees Association (PSEA) operates Camp DeSabla on one side of the forebay, with cabins and associated facilities available for members' use. A picnic area across Skyway Road from the forebay is available for group use by reservation.

Less than one-fourth of the planning unit is included in two PG&E Timber Management Units (TMUs). The DeSabla Powerhouse TMU contains 435 timbered acres and is managed under a Recreation and Sustainable Timber 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. The Centerville Powerhouse TMU contains 35 timbered acres and is managed under a salvage-only prescription, meaning current PG&E management activities are restricted to mitigating for watershed and forest health issues, including emergency salvage harvesting following insect attack or a catastrophic event.

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

The property is within an area that is the ancestral home of the Northern Maidu and was home to historic Koncow and Mechoopda communities into the early 1900's. Maidu people still reside in the area and are interested in maintaining traditional resources in the vicinity of the Property. The sites of former mining camps and gold mines are known to exist in and near the planning unit, and several historic cemeteries with burials dating back to the mining era are in the vicinity. The ditches and canals crossing the parcels date, in part, from the 19th century mining period, and the Centerville Powerhouse dates to 1900. These are among the oldest facilities in the PG&E system and are also considered historic.

Adjacent and Nearby Landowners

The lands within the Butte Creek planning unit to be retained by PG&E are surrounded by National Forest System lands managed by the Lassen National Forest, private lands, and lands managed by the Bureau of Land Management. The parcels are accessed via Skyway Road, Centerville Road, Burma Road, DeSabla Powerhouse Road, Humbug Road, Helltown Road, and various FERC Project roads. There is no vehicular access to Parcels 707, 708, and 713.

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 on the property to be retained by PG&E at the Butte Creek planning unit for roads, electric power lines, an underground water line, a water tunnel, and aerial and underground communication facilities. There is one existing agreement for economic uses, a lease for the Pacific Service Employees Association (PSEA) camp, on the property to be retained by PG&E within the Butte Creek 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 Butte Creek 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, viewsheds, and the recreation setting.

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

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

The conservation easement includes outdoor recreation, such as fishing, swimming, picnicking, hiking, cycling, equestrian use and sightseeing 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, preserve and enhance habitat, as well as to ensure appropriate fuel load and fire management.*

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

- 5. Objective: Identify and manage cultural resources in order to ensure their protection.*

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. Retention or Donation of Fee Title and Recommendation 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 Butte Creek 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 Butte Creek planning unit encompasses approximately 2,179 acres. Approximately 1,780 acres were identified by PG&E as lands not necessary for current and future utility operations. Therefore, these 1,780 acres of land were made available for fee title donation. In 2010 and 2011 the Stewardship Council received Land Stewardship Proposals from the Bureau of Land Management (BLM) and the California Department of Fish and Wildlife (CDFW). BLM was not eligible to receive property due to the requirements of Section 12(b)(4) of the Stipulation pertaining to the Federal Power Act. On January 22, 2015, the Stewardship Council board recommended that CDFW become the prospective fee title donee for 1,305 acres at the Butte Creek planning unit. Concurrently, the Stewardship Council board identified that PG&E would retain fee title to 475 acres previously identified as available for donation, in addition to the 399 acres originally designated by PG&E for retention in this planning unit, based on lack of interest of qualified and eligible donees. On May 10, 2017, CDFW withdrew their interest in fee title donation at the Butte Creek planning unit because of the proposed sale of the hydroelectric project and proposed boundaries that were not what CDFW originally proposed. Therefore all acreage within the planning unit is to be retained by PG&E. CDFW remains interested in the ongoing management of the Property and is pursuing an access agreement with PG&E.

Lands to be Retained by PG&E

2,179 acres within 24 parcels (705-715 and 717-729) of the Butte Creek planning unit will be retained in fee by PG&E.

The map in Exhibit 1 shows all of the land within Parcels 705-715 and 717-729 in the Butte Creek 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. NCRLT will hold the conservation easement over the lands within the Butte Creek planning unit that are the subject of this LCCP. The qualifications of NCRLT 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 Butte Creek planning unit, PG&E and NCRLT 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 January 22, 2015:

- Northern California Regional Land Trust (NCRLT) to hold a conservation easement over 2,179 acres to be retained by PG&E (Parcels 705-715 and 717-729) in the Butte Creek planning unit.

Capacity of Selected Organizations

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

- NCRLT is a nonprofit, 501(c)(3) organization accredited by the Land Trust Accreditation Commission whose mission is to assist landowners and public agencies in the voluntary protection of land and other natural resources. NCRLT was incorporated in 1990.
- NCRLT's primary focus is conserving working and wild lands in Northern California, with emphasis in Butte, Glenn, and Tehama Counties.
- NCRLT currently holds 31 conservation easements and owns one property in fee title encompassing more than 24,000 acres of Northern California's rangelands, rivers, farms, fields, and streams.
- With an office in Chico, California, NCRLT has four staff and a diverse five-member Board of Directors.

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 all 2,179 acres within Parcels 705-715 and 717-729 of the Butte Creek planning unit and as such, PG&E will continue to pay property taxes to Butte 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 705-715 and 717-729 of the Butte Creek 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 held by NCRLT will permit existing economic uses on the lands to continue. The conservation easement will prohibit development and other uses of the land that would significantly impair the BPVs, all subject to PG&E’s Hydro Reserved Rights. PG&E’s Hydro Reserved Rights are referenced in the conservation easement, which can be found in Appendix 2.

6. Hazardous Waste Disclosure

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

Lands to be Retained by PG&E

PG&E confirmed it has provided the Summary of Potential Environmental Issues on Land to be Retained, Butte Creek Planning Unit, prepared by AMEC Geomatrix, Inc., dated June 22, 2011 to NCRLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

7. Consideration of Parcel Split

PG&E will retain fee title to all 2,179 acres within Parcels 705-715 and 717-729 of the Butte Creek planning unit. Therefore, there is no need for a parcel split.

8. Strategy for Physical Measures to Enhance the BPVs

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Implementation Schedule for Transaction and Measures

Schedule for Transaction

- FERC review and approval (2018)
- CPUC review and approval (2018)
- Close of escrow (2018)
- Stewardship Council release of funds to NCRLT per conservation easement funding agreement (2018)

Compliance with Local Land Use Planning Requirements

Future management of the Butte Creek 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.
 - 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.

BUTTE CREEK 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 Butte Creek planning unit and the land conservation and conveyance process.

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

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

No substantial comments were submitted concerning the Butte Creek planning unit during public review of Volumes I and II of the LCP. Subsequently, there has been ongoing correspondence with Stephen Sayre, a Sierra Club outings leader in the area who has emailed eight times since 2012. Mr. Sayre has raised concerns with restrictions on public access and use of the canal trails and flume catwalks, Third Party Use Request Guidelines and Procedure policy, and continued water releases for aesthetics along canals and downstream supply. The Stewardship Council has responded that our process will preserve public access on the watershed lands subject to PG&E safety, operational, and regulatory requirements that may restrict access to canal trails and flume catwalks. We encouraged Mr. Sayre to contact PG&E directly with his concerns.

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 Butte Creek planning unit to a Public Information Meeting that was held in Chico in 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.

Appendix 1: Summary of Public Outreach

III. PUBLIC INFORMATION MEETING

A public information meeting was hosted by the Stewardship Council on April 20, 2011 at the Chico Masonic Family Center in Chico, California. The meeting concerned the following five planning units: Butte Creek, Deer Creek, North Fork Feather River, Oroville, and Philbrook Reservoir. A total of 34 people attended and participated in the meeting, representing a wide variety of interests, including local and federal governments, community organizations, and community members. The meeting was advertised via an e-mail sent to contacts in our database, an announcement posted on the Stewardship Council's web site, a press release in the local newspaper, and a postcard sent to all landowners on record that reside within one mile of any PG&E parcel associated with the five planning units that were the focus of the meeting.

The purpose of this meeting was to provide a review and update on the Stewardship Council's Land Conservation Program and solicit additional public input on future stewardship of the five planning units. During the meeting, participants were invited to ask questions and provide comments on the five planning units. Stations were set up with maps, other pertinent information, and easels with blank paper.

Below is a summary of the notes that were recorded on the easels and provided on comment cards.

General Comments Concerning the North Fork Feather and Butte Creek Watersheds

- Respect local land use decisions and general plans/zoning
- Preserve and enhance public access
- Address property tax neutrality and other socio-economic factors that may affect public entities
- All lands should provide public recreation opportunities (hiking, horseback riding, camping, fishing, rafting, and limited OHV use)
- Where feasible, land should be made available for small scale farming and community gardens
- Limit timber harvesting to preserve biodiversity
- Restore land to a native state where possible
- Ensure Native American access

IV. PUBLIC REVIEW OF LAND STEWARDSHIP PROPOSALS

On July 8, 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 Butte Creek planning unit. Proposals were prepared and submitted by the California Department of Fish and Wildlife and the US Bureau of Land Management. The land stewardship proposals were posted on the Stewardship Council's website for public review and comment, and an e-mail was sent to contacts in the Stewardship Council's database to notify them of the postings.

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.

Appendix 1: Summary of Public Outreach

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 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

Appendix 1: Summary of Public Outreach

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 recommendations at the Butte Creek planning unit were provided to the board for consideration at the relevant public board meetings. Staff received one support letter from Mria Rea at NOAA for California Department of Fish and Wildlife as a fee title donee.

VII. PUBLIC REVIEW OF THE LAND CONSERVATION AND CONVEYANCE PLANS

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

VIII. STEWARDSHIP COUNCIL BOARD OF DIRECTORS MEETINGS

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

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

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

A.P.N. 065-010-082, 065-010-032, 063-040-056, 065-490-001, 065-010-030, 065-010-031, 065-010-036, 065-010-071, 065-060-001, 063-010-068, 063-010-073, 063-020-005, 063-020-010, 017-010-035, 017-020-017, 065-060-008, 056-220-007, 065-010-084, 059-060-019, 065-060-002, 065-060-003, 065-010-073, 017-040-013

Date: _____

**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BUTTE CREEK PLANNING UNIT)**

Between

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

and

NORTHERN CALIFORNIA REGIONAL LAND TRUST, a California nonprofit
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.

Table of Contents

| | <u>Page</u> |
|--------------------------------------------------------------------------------|-------------|
| 1. Grant of Easement | 3 |
| 2. Purpose | 3 |
| 3. Baseline Documentation Report | 4 |
| 4. Commission and FERC | 4 |
| 5. Rights Conveyed to Grantee | 4 |
| 5.1 Identification, Monitoring and Enforcement..... | 4 |
| 5.2 Access | 5 |
| 5.3 Grantee Signs | 5 |
| 6. Prohibited Uses | 6 |
| 7. Grantor's Reserved Rights | 6 |
| 7.1 Hydro and Other Reserved Rights | 6 |
| 7.2 Definitions | 6 |
| 7.2.1 Anticipated Significant Actions | 6 |
| 7.2.2 Required Actions..... | 6 |
| 7.2.3 Specified Required Actions | 7 |
| 7.2.4 Discretionary Action | 7 |
| 7.2.5 Hydro Operating Zone..... | 7 |
| 7.3 Annual Work Plan Notification, Consultation and Consent Requirements | 7 |
| 7.3.1 Delivery and Contents of Annual Work Plan | 7 |
| 7.3.2 Review of Annual Work Plan..... | 8 |
| 7.3.3 Anticipated Significant Actions within Hydro Operating Zones | 8 |
| 7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones | 9 |

| | | |
|-------|--------------------------------------------------------------------------------|----|
| 7.4 | Anticipated Significant Actions Not Identified in Annual Work Plan | 9 |
| 7.5 | Emergency Actions | 10 |
| 7.6 | Water Rights | 10 |
| 8. | Responsibility for Operations..... | 10 |
| 8.1 | Condition of Property | 10 |
| 8.2 | Taxes | 11 |
| 8.3 | Permits and Approvals..... | 11 |
| 8.4 | Limitation on Restoration Obligations | 11 |
| 9. | Third Party Use of the Property | 11 |
| 9.1 | Express Third Party Uses | 11 |
| 9.1.1 | Increases in Intensity or Expansion of Location or Size or Change in Use | 11 |
| 9.1.2 | Renewal or Replacement of Third Party Use Agreements | 12 |
| 9.1.3 | Consultation on Express Third Party Uses..... | 12 |
| 9.1.4 | Enforcement of Third Party Use Agreements..... | 12 |
| 9.2 | Informal Uses and Public Access | 12 |
| 9.2.1 | Rules and Regulations | 12 |
| 9.2.2 | Liability Limitation..... | 12 |
| 9.2.3 | Periodic Review of Informal Uses | 12 |
| 9.3 | Unauthorized Third-Party Uses..... | 13 |
| 10. | Enforcement and Remedies | 13 |
| 10.1 | Procedures Upon Violation | 13 |
| 10.2 | Litigation | 14 |
| 10.3 | Emergency Injunctive Relief | 14 |
| 10.4 | Remedies Cumulative..... | 14 |

| | | |
|--------|--------------------------------------------------|----|
| 10.5 | Costs of Enforcement | 14 |
| 10.6 | No Waiver | 14 |
| 11. | Indemnification and Insurance..... | 15 |
| 11.1 | Indemnification by Grantee | 15 |
| 11.2 | Indemnification by Grantor..... | 15 |
| 11.3 | Release..... | 15 |
| 11.4 | Insurance | 15 |
| 12. | Grantee Transfer of Easement | 16 |
| 12.1 | Voluntary Transfer | 16 |
| 12.2 | Involuntary Transfer | 16 |
| 13. | Subsequent Property Transfers by Grantor..... | 17 |
| 13.1 | Rights of Grantor | 17 |
| 13.2 | Potential Release of Hydro Reserved Rights | 17 |
| 13.2.1 | Conveyance of Entire Property | 17 |
| 13.2.2 | Partial Conveyance | 18 |
| 13.2.3 | Grantor's Continuing Reserved Rights | 19 |
| 13.2.4 | Easement Amendment..... | 19 |
| 13.2.5 | Transfer Restrictions Remain Applicable | 19 |
| 14. | Extinguishment and Condemnation..... | 19 |
| 14.1 | Extinguishment | 19 |
| 14.2 | Condemnation | 19 |
| 14.3 | Proceeds..... | 19 |
| 15. | Estoppel Certificates..... | 20 |
| 16. | Notices | 20 |
| 17. | Amendment | 22 |

| | | |
|--------|--------------------------------------------------------------------|----|
| 18. | Hazardous Substances | 22 |
| 18.1 | Definitions | 22 |
| 18.2 | Allocation of Responsibility for Hazardous Substances | 23 |
| 18.2.1 | Generally | 23 |
| 18.2.2 | Environmental Reports | 23 |
| 18.2.3 | Grantor Responsibility for the Cost of Necessary Remediation | 23 |
| 18.2.4 | No Owner or Operator Liability | 24 |
| 18.3 | Hazardous Substances Indemnification | 24 |
| 18.3.1 | By Grantor | 24 |
| 18.3.2 | By Grantee | 24 |
| 19. | Carbon Rights | 25 |
| 19.1 | Promotion of Climate Stability | 25 |
| 19.2 | Reservation of Carbon Rights | 25 |
| 19.3 | Carbon Certification | 25 |
| 20. | General Provisions | 25 |
| 20.1 | Governing Laws | 25 |
| 20.2 | No Public Dedication | 25 |
| 20.3 | Liberal Construction | 26 |
| 20.4 | Further Assurances | 26 |
| 20.5 | Severability | 26 |
| 20.6 | Entire Agreement | 26 |
| 20.7 | No Forfeiture | 26 |
| 20.8 | Successors | 26 |
| 20.9 | Recordation | 26 |

| | | |
|-------|---------------------------------------------|----|
| 20.10 | Termination of Rights and Obligations | 26 |
| 20.11 | Attorneys' Fees | 27 |
| 20.12 | Mortgage Liens Subordinate | 27 |
| 20.13 | Pre-Existing Water Rights | 27 |
| 20.14 | Table of Contents and Captions | 27 |
| 20.15 | Incorporation of Recitals | 27 |
| 20.16 | List of Exhibits | 27 |
| 20.17 | Counterparts | 28 |

**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BUTTE CREEK 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 NORTHERN CALIFORNIA REGIONAL LAND TRUST, a California nonprofit corporation ("Grantee"), with reference to the following facts:

RECITALS

A. The Property. Grantor is the owner of approximately 2,179 acres of real property located in Butte 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 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 switchyard and power house 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 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 E, Paragraph 1 below, Grantor shall have the unrestricted right to sell, encumber, or otherwise transfer the Property or portions thereof to anyone Grantor chooses. Notwithstanding the foregoing, Grantor shall disclose the existence of this Easement (including reference to the recording information) in any deed or other legal instrument by which Grantor divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest, and all such conveyances shall be made expressly subject to the terms of this Easement. Grantor shall notify Grantee periodically of any contemplated grants by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. Additionally, Grantor shall notify Grantee in writing not more than thirty (30) days after any grant by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. The failure of Grantor to perform any act required by this Section 13 shall not impair the validity of this Easement or limit its enforcement in any way or create any obligation on the part of Grantee. Grantor recognizes that Grantee may incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title of the Property, 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, as reasonably determined by Grantee, incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

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

14. Extinguishment and Condemnation.

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

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

14.3 Proceeds. Pursuant to California Civil Code §815.2(a) this Easement constitutes a real property interest immediately vested in Grantee. It is acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall and to protect the public investment which is involved in the conveyance of the Conservation Easement. That being the case, the parties stipulate

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

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

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

If to Grantor: If by registered or certified mail, return receipt requested:

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

With a copy to:

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

If by personal delivery or overnight courier:

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

With a copy to:

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

If to Grantee:

If by registered or certified mail, return receipt requested:

Northern California Regional Land Trust
580 Vallombroasa Avenue
Chico, California 95926
Attn: Executive Director

If by personal delivery or overnight courier:

Northern California Regional Land Trust
580 Vallombroasa Avenue
Chico, California 95926
Attn: Executive Director

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

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

18. Hazardous Substances.

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

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

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

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; and all rules and

regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

- (b) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or
- (c) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment; or
- (d) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (e) which contains lead-based paint or other lead contamination, polychlorinated biphenyls or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
- (f) which contains radon gas.

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

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

18.2 Allocation of Responsibility for Hazardous Substances.

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

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

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation

of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

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

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

18.3 Hazardous Substances Indemnification.

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

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

19. Carbon Rights.

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

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

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

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|------------------|---------------------------------------------------------------------------------------------------------------|
| <u>Exhibit A</u> | Property Description |
| <u>Exhibit B</u> | Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities |
| <u>Exhibit C</u> | Hydro Reserved Rights |
| <u>Exhibit D</u> | Beneficial Public Values |
| <u>Exhibit E</u> | Insurance Requirements |
| <u>Exhibit F</u> | Prohibited Uses |
| <u>Exhibit G</u> | Hydro Operating Zone(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.

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:

NORTHERN CALIFORNIA REGIONAL LAND
TRUST,
a California nonprofit corporation

By: _____

Its: _____

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

Legal Description of Property

[Follows this page]

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 DeSabla-Centerville Hydroelectric Project (FERC Project No. 803-087). Project No. 803-087 (Project) is located on Butte Creek and the West Branch of the Feather River and includes three developments: Toadtown, DeSabla, and Centerville. The Toadtown development diverts water from the West Branch Feather River. The DeSabla development diverts water from upper Butte Creek and the outflow of the Toadtown development. The Centerville development diverts the flow of Butte Creek downstream of the DeSabla development that ultimately flows back into Butte Creek at or near the Centerville Powerhouse. Hydroelectric Facilities for the Project 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 DeSabla-Centerville Hydroelectric Project (FERC Project No. 803-087), including, but not limited to, powerhouses, diversion and feeder dams, canals, flumes, penstocks, substations and associated equipment and transmission facilities, improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use.

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 oak woodlands and foothill pine at lower elevations with Ponderosa pine and Sierra mixed conifer at higher elevations with riparian forests along the streams.
- (c) The scenic viewshed of the Property in keeping with the surrounding environment, providing a view of forested landscapes and open grassland visible to passersby on nearby roads.
- (d) Outdoor recreation in the form of passive recreational pursuits such as fishing, swimming, picnicking, hiking, cycling, equestrian use and sightseeing.
- (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) each accident for injury or death.
- 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, Grantor may inspect the original policies or require complete copies of policies.

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 H**Express Third Party Uses and Third Party Use Agreements****1. Express Third Party Uses**

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

2. Third Party Use Agreements

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

- a. [Commercial Resort Lease between Grantor and Pacific Service Employees Association] [License Agreement dated June 22, 2000 between Grantor and Pacific Service Employees Association, as amended by a First Amendment to License Agreement dated August 2, 2006, a Second Amendment to License Agreement dated August 1, 2010, and a Third Amendment to License Agreement dated _____]¹.
- b. The following:

[Update PTR exceptions prior to execution]

1. RIGHTS OF THE PUBLIC AND OF THE COUNTY OF BUTTE, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN ANY PUBLIC ROAD.
2. AN EASEMENT OVER SAID LAND FOR THE RIGHT TO CONSTRUCT A DITCH AND INCIDENTAL PURPOSES, AS RESERVED BY C.H. HINTZ AND ADA HINTZ, IN INSTRUMENT RECORDED MAY 12, 1902, IN BOOK 62 OF DEEDS, PAGE 312.

AFFECTS: PARCEL 22

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

3. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN

¹ Term of the 2000 license per the second amendment has expired. An amendment or replacement of the old license needs to be executed. The Commerical Resort Lease would replace the 2000 License and will be referenced if it is approved by the California Public Utilities Commission. Note also that the 2000 License Agreement states that it replaced the 1995 License Agreement.

DEED RESERVED BY W.P. LYNCH AND KATHERINE LYNCH (HIS WIFE), RECORDED JANUARY 05, 1903, AS BOOK 69 OF DEEDS, PAGE 182 AND IN DEED RESERVED BY O.F. MARTIN, RECORDED MARCH 31, 1902, AS BOOK 62 OF DEEDS, PAGE 259.

MINERAL RIGHTS NOT SHOWN FURTHER.

AFFECTS PARCELS 12, 15, AND 17

4. AN EASEMENT OVER SAID LAND FOR RIGHT OF WAY ACROSS THE PREMISES HEREBY CONVEYED, TO OTHER LANDS OWNED BY THEM, FROM THE PUBLIC HIGHWAY, AS IT NOW RUNS, WHERE SUCH RIGHT OF WAY WILL NOT INTERFERE WITH THE WORKS AND OPERATIONS OF THE GRANTEE HEREIN OR ITS SUCCESSORS AND INTERESTS AND INCIDENTAL PURPOSES, AS RESERVED BY W.P. LYNCH AND KATHERINE LYNCH (HIS WIFE), IN INSTRUMENT RECORDED JANUARY 05, 1903, IN BOOK 69 OF DEEDS, PAGE 182 AND RESERVED BY O.F. MARTIN IN INSTRUMENT RECORDED MARCH 31, 1902, IN BOOK 62 OF DEEDS, AT PAGE 259.

AS TO PARCELS 12 AND 15

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

5. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY MAINTAINING AND USING A LOGGING ROAD OR ROADS, AND OF ESTABLISHING, CREATING, MAINTAINING AND USING A WATER DITCH OR WATER DITCHES AND INCIDENTAL PURPOSES, AS RESERVED BY THE DIAMOND MATCH COMPANY, IN INSTRUMENT RECORDED APRIL 12, 1905, IN BOOK 76 OF DEEDS, PAGE 292 .

AS TO PARCEL 13

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

6. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN DEED EXECUTED BY ROSA HUPP, RECORDED MAY 12, 1906, AS BOOK 95 OF DEEDS, PAGE 83 .

AS TO PARCEL 14

MINERAL RIGHTS NOT SHOWN FURTHER.

7. THE EFFECT OF A PORTION OF PARCEL 1 HEREIN DESCRIBED HAVING BEEN SUBDIVIDED AND NOW KNOWN AS "HUPP SUBDIVISION", ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, AUGUST 2, 1948 IN MAP BOOK "16" AT PAGE 30.

AS TO PARCEL 1

8. AN EASEMENT OVER SAID LAND FOR ELECTRICAL AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, IN INSTRUMENT RECORDED MARCH 25, 1949, IN BOOK 492, PAGE 487, OFFICIAL RECORDS.

AS TO PARCEL 1

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

9. AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF BUTTE, IN INSTRUMENT RECORDED NOVEMBER 29, 1949, IN BOOK 288, PAGE 140, OFFICIAL RECORDS.

AS TO PARCEL 1

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

10. AN EASEMENT OVER SAID LAND FOR A ROAD AND INCIDENTAL PURPOSES, AS RESERVED BY ROSALIE H. BALDWIN, A WIDOW, JANE E. RUGH AND RALPH RUGH, WIFE AND HUSBAND, GEORGE G. HUPP, A WIDOWER, AND RALPH L. HUPP AND FAYE HUPP, HUSBAND AND WIFE, IN INSTRUMENT RECORDED APRIL 02, 1951, IN BOOK 554, PAGE 471, OFFICIAL RECORDS.

AS TO PARCEL 1

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

11. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN DEED EXECUTED BY ROSALIE H. BALDWIN, A WIDOW, JANE E. RUGH AND RALPH RUGH, WIFE AND HUSBAND, GEORGE G. HUPP, A WIDOWER, AND RALPH L. HUPP AND FAYE HUPP, HUSBAND AND WIFE, RECORDED APRIL 02, 1951, AS BOOK 554, PAGE 471, OFFICIAL RECORDS.

AS TO PARCEL 1

MINERAL RIGHTS NOT SHOWN FURTHER.

12. AN EASEMENT OVER SAID LAND TO LOCATE, CONSTRUCT, RELOCATE, MAINTAIN, CONTROL AND REPAIR A ROADWAY AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED DECEMBER 01, 1971, IN BOOK 1716 PAGE 486, OFFICIAL RECORDS.

AFFECTS: PARCEL 5, 17 AND 18; A.P.N. 065-060-01,02, 03, 065-010-31, 30 PORTION AND 71

PGE#2123-03-0533

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

13. AN EASEMENT OVER SAID LAND TO LOCATE, CONSTRUCT, RELOCATE, MAINTAIN, CONTROL AND REPAIR A ROADWAY AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED NOVEMBER 12, 1973, IN BOOK 1874 PAGE 111, OFFICIAL RECORDS.

AFFECTS: PARCEL 6, APN 063-010-73 PORTION

PGE# 2123-03-0535

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

14. AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A GRAVEL ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO RAYMOND B. VELLIQUETTE AND ROSELLA A. VELLIQUETTE, IN DEED RECORDED SEPTEMBER 07, 1978, IN BOOK 2322 PAGE 180, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 1, APN 065-010-82 PORTION

PGE#2123-03-0682

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

15. AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN, AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO JAMES A. BILLUPS, IN DEED RECORDED SEPTEMBER 16, 1981, IN BOOK 2657 PAGE 522, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 1, APN 065-010-82

PGE#2123-03-0806

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

16. AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO JOHN CARL BILLUPS AND VICKI LYNN BILLUPS, IN DEED RECORDED SEPTEMBER 10, 1982, IN BOOK 2754 PAGE 5, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 1, PORTION APN 065-01-82

PGE# 2123-03-0831

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

17. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "AGREEMENT", BY AND BETWEEN LOIS H. COLMAN, JOHN M. KITCHEN, CHARLES R. KITCHEN, AND PACIFIC GAS AND ELECTRIC COMPANY, RECORDED DECEMBER 27, 1982, IN BOOK 2781 PAGE 419, OFFICIAL RECORDS.

AFFECTS PORTION PARCEL 20, APN 017-040-013 PORTION

PGE# 2122-03-2479

18. AN EASEMENT OVER SAID LAND FOR TO INSTALL, MAINTAIN AND OPERATE A SINGLE UNDERGROUND WATER LINE AND INCIDENTAL PURPOSES, AS GRANTED TO LOIS H. COLMAN, ET AL, IN DEED RECORDED NOVEMBER 03, 1983, IN BOOK 2880 PAGE 444, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 20, APN 017-040-013 PORTION

PGE#2122-03-2518

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

19. AN EASEMENT OVER SAID LAND FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, AS CONDEMNED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION NO. CIV-S-92 1197 WBS GGH, IN FAVOR OF ENERGY GROWTH PARTNERSHIP I, A LIMITED PARTNERSHIP, IN INSTRUMENT RECORDED AUGUST 17, 1992, IN INSTRUMENT NO. 92-036794, OFFICIAL RECORDS.

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

20. AN EASEMENT OVER SAID LAND TO ERECT, CONSTRUCT, RECONSTRUCT, REPLACE, REMOVE, MAINTAIN AND USE SUCH AERIAL AND UNDERGROUND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC BELL, IN DEED RECORDED FEBRUARY 17, 1993, INSTRUMENT NO. 93-006677, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL NO. 5, 12, 17 AND 18, A.P.N. 065-060-01, 02, 03, 08, 065-010-071, 30, 31, 32

PGE#2123-03-0988

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

21. AN EASEMENT OVER SAID LAND FOR A TUNNEL EASEMENT 100 FEET IN WIDTH, TO CONSTRUCT AND USE A TUNNEL 12 FEET IN DIAMETER FOR THE CARRIAGE OF WATER FOR POWER GENERATING PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO ENERGY GROWTH PARTNERSHIP I, A CALIFORNIA LIMITED PARTNERSHIP, IN DEED RECORDED NOVEMBER 01, 1993, INSTRUMENT NO. 93-48337, OFFICIAL RECORDS.

AFFECTS: PORTION PARCELS 5 AND 19, PORTION APN 065-010-72, 36, 30, 71, 31 AND 32

PGE#2123-03-1004

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

22. AN EASEMENT OVER SAID LAND FOR A 60 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND A 30 FOOT EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, AS GRANTED TO PAUL LOFTON VANDEGRIFT, SUCCESSOR TRUSTEE OF THE L.B. VANDEGRIFT TRUST, DATED JANUARY 24, 1991, IN INSTRUMENT RECORDED SEPTEMBER 20, 2016, IN INSTRUMENT NO. 2016-0035241, OFFICIAL RECORDS.

AFFECTS: PARCELS 1 AND 12

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

EXHIBIT I**Permitted Uses**

The following are Permitted Uses:

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

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 maintain, repair, improve, replace and reconstruct, the existing dwellings, docks, restrooms, picnic area, campground, pump house, pool and associated improvements, on the Property in their existing location, within their existing footprints and without a substantial increase in height. In addition, the expansion of the foregoing improvements of the Property beyond their existing footprints and/or with an increase in height shall be a Permitted Use if such expansion is approved by Grantor under the applicable Third Party Use Agreement, does not constitute a Required Action, and is 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 Butte Creek 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 **Northern California Regional Land Trust (NCRLT)**, a California nonprofit public benefit corporation ("Grantee") with reference to the following facts:

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

B. Pursuant to the Settlement and Stipulation, certain lands owned by PG&E at the time of the Settlement (the "PG&E Watershed Lands") are to be conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The Stewardship Council is charged with developing a Land Conservation Plan for the protection and enhancement of the PG&E Watershed Lands.

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

D. In connection with the Land Conservation Commitment, Grantee has agreed to accept a perpetual conservation easement created pursuant to California Civil Code Section 815 *et seq.* (the "Conservation Easement") over a portion of the PG&E Watershed Lands that is being retained by PG&E, consisting of approximately 2,170 acres of real property located in the County of Butte, State of California, depicted on the maps attached hereto as **Exhibit A** 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 Butte County (the "Effective Date"). It is understood and agreed that if for any reason whatsoever the recording of the Conservation Easement does not occur on or before December 31, 2019, this Agreement

Appendix 3: Conservation Easement Funding Agreement

shall be of no further force or effect and the parties shall thereupon be released from any obligations under this Agreement.

2. Grant Amount and Payment Terms. Effective upon the Effective Date, the Stewardship Council grants **FOUR HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$456,430)** (the “Grant Funds”) to Grantee. The Grant Funds shall be payable to Grantee within thirty (30) days of the Effective Date. Grantee will use the Grant Funds for the purposes described in this Agreement and for no other purpose without the prior written consent of the Stewardship Council. The Stewardship Council reserves the right to require the total or partial return of Grant Funds in the event Grantee fails to comply with the terms and conditions of this Agreement.

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

a. No less than Two Hundred Thirteen Thousand Two Hundred Fifteen Dollars (\$213,215) of the Grant Funds shall be deposited into a non-wasting endowment restricted solely for the purpose of funding Grantee’s costs for the stewardship and monitoring of conservation easements on the Watershed Properties (the “Endowment Monitoring and Stewardship Funds”). The types of allowable expenditures of these funds are described in Sections 5 and 6 below.

b. Thirty Thousand Dollars (\$30,000) of the Grant Funds shall be restricted to the legal defense and enforcement of conservation easements held by Grantee, including, but not limited to, the conservation easements established on the Watershed Properties (the “Defense and Enforcement Funds”). The types of allowable expenditures of these funds is described in Section 8 below.

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

4. Grant Deposit Requirements.

a. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of the Endowment Monitoring and Stewardship Funds into an account which shall be restricted solely for the purpose of funding Grantee’s costs for the stewardship and monitoring of conservation easements on the Watershed Properties and shall be treated as a non-wasting endowment such that only earnings on the principal of the Endowment Monitoring and

Appendix 3: Conservation Easement Funding Agreement

Stewardship Funds can be used by Grantee to cover the costs and expenses detailed in Sections 5 and 6 below for any Watershed Property conservation easement.

b. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of the General Monitoring and Stewardship Funds and the Defense and Enforcement Funds into an account which shall be restricted to the stewardship, monitoring, and legal defense or enforcement of the conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property. This account is not required to be non-wasting. Notwithstanding the right of Grantee to deposit the Monitoring and Stewardship Funds and the Defense and Enforcement Funds into a single account, the use of each type of funds is restricted as provided in Section 3 above.

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

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

6. **Endowment Monitoring and Stewardship Funds**. Permissible uses of the Endowment Monitoring and Stewardship Funds shall include, but not be limited to:

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

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

c. Payments for staff, consultants and attorney time necessary to carry out Grantee's stewardship responsibilities with regard to the conservation easements on the Watershed Properties;

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

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

Appendix 3: Conservation Easement Funding Agreement

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

8. **Defense and Enforcement Funds**. Grantee shall be permitted to use the Defense and Enforcement Funds for the following purposes related to any conservation easement held by Grantee.

a. To make direct expenditures of attorneys' fees, costs and disbursements incurred in connection with proceedings to enforce and/or defend the provisions of a conservation easement 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.

9. **Grant Report**. Grantee agrees to submit to the Stewardship Council and/or its designee the following grant Status Reports pursuant to this Agreement. The initial Status Report shall be submitted to the Stewardship Council by the fourth quarter of the 2019 calendar year and include data up to the date of the initial Status Report. The final Status Report shall be submitted to the Stewardship Council or its designee on or before December 31, 2023. The due dates of the initial and final Status Reports can be changed by the Stewardship Council or its designee with at least 60 days written notice to Grantee. The Stewardship Council or its designee shall notify Grantee in a timely manner of the form and content of each Status Report, which shall include, at a minimum:

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

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

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

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

Appendix 3: Conservation Easement Funding Agreement

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

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

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

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

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

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

Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist

Appendix 3: Conservation Easement Funding Agreement

Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.

15. Indemnification. Grantee hereby agrees to indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that they may incur or suffer and that result from, or are related to, the receipt and use of the Grant Funds by Grantee.
16. Limit of Stewardship Council Obligations. The Stewardship Council's obligations under this Agreement shall under no circumstances exceed the Grant Funds amount set forth in Section 2 above.
17. Assignment. This Agreement may not be assigned by the Grantee in whole or in part except as provided in Section 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.
18. Amendment; Entire Agreement. This Agreement may not be amended or modified except by written instrument signed by both parties. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.
19. Governing Law. This Agreement shall be governed by the laws of the State of California.
20. Counterparts. This Agreement may be executed in counterparts which together shall constitute a single agreement.

Pacific Forest and Watershed Lands Stewardship Council,

Appendix 3: Conservation Easement Funding Agreement

a California Nonprofit Public Benefit Corporation

By: _____

Title: Executive Director (Heidi Krolick)

Date: _____

Northern California Regional Land Trust,

a California Nonprofit Public Benefit Corporation

By: _____

Title: _____

Date: _____

Exhibit A
Butte Creek, Map 1 of 3



Appendix 3: Conservation Easement Funding Agreement

Exhibit A Butte Creek, Map 2 of 3

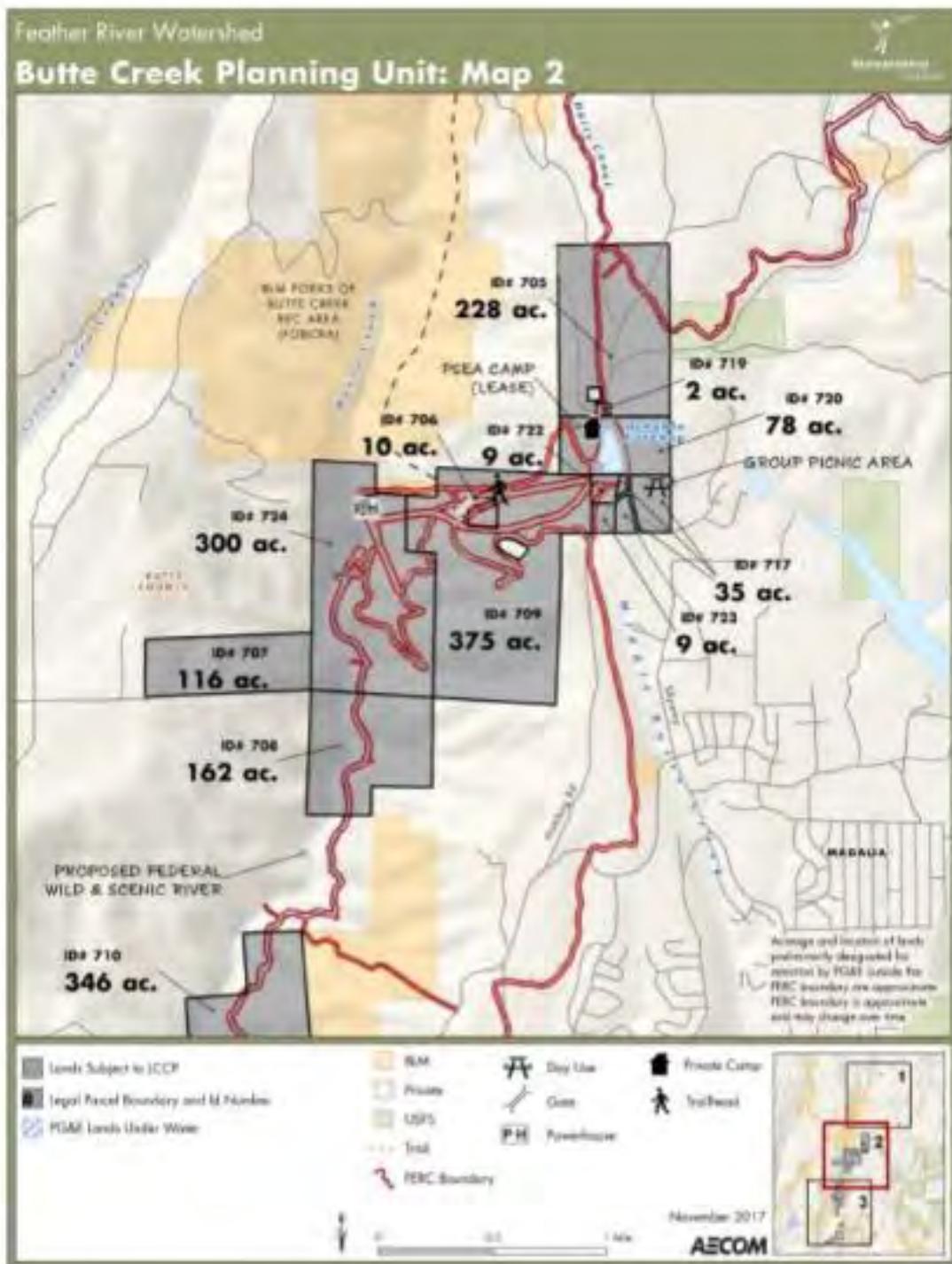


Exhibit A

Appendix 3: Conservation Easement Funding Agreement

Butte Creek, Map 3 of 3

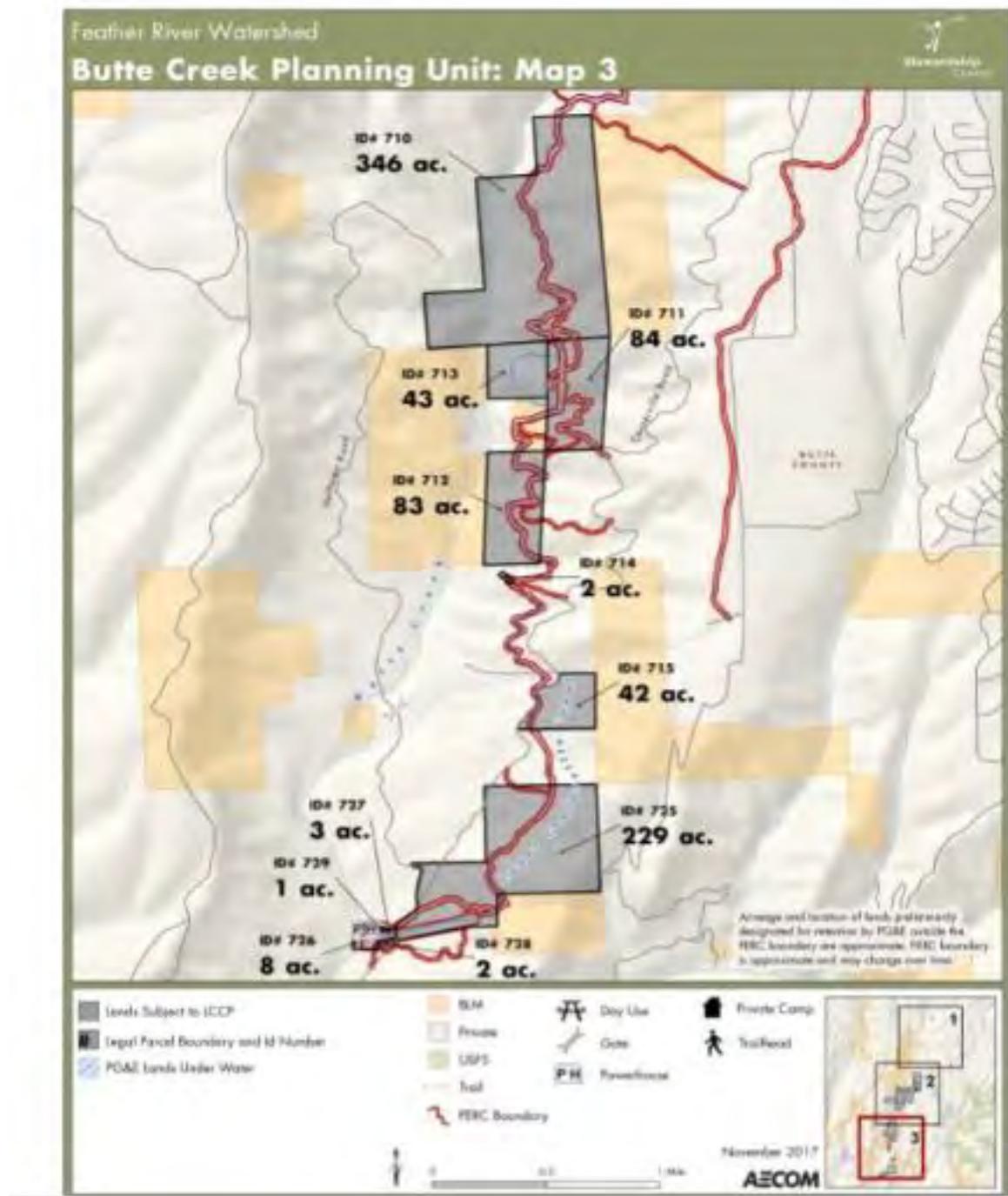


EXHIBIT B TO CONSERVATION EASEMENT FUNDING AGREEMENT

Appendix 3: Conservation Easement Funding Agreement

Evidence of Grant Fund Deposit and Restriction of Use Certification

| | |
|----------------------|--------------------------------------|
| Date: | Planning Unit/Property Title: |
| Grantee Name: | 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 Blvd, Suite 250
Roseville, CA 95661 **Phone:** (916)297-6660

PLEASE INCLUDE A COPY OF BANK STATEMENT INDICATING DEPOSIT

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

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

A.P.N. 065-010-082, 065-010-032, 063-040-056, 065-490-001, 065-010-030, 065-010-031, 065-010-036, 065-010-071, 065-060-001, 063-010-068, 063-010-073, 063-020-005, 063-020-010, 017-010-035, 017-020-017, 065-060-008, 056-220-007, 065-010-084, 059-060-019, 065-060-002, 065-060-003, 065-010-073, 017-040-013

Date: _____

**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BUTTE CREEK PLANNING UNIT)**

Between

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

and

NORTHERN CALIFORNIA REGIONAL LAND TRUST, a California nonprofit
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.

Table of Contents

| | <u>Page</u> |
|-------------------------------------------------------------------------------|--------------------|
| 1. Grant of Easement..... | 3 |
| 2. Purpose..... | 3 |
| 3. Baseline Documentation Report..... | 4 |
| 4. Commission and FERC..... | 4 |
| 5. Rights Conveyed to Grantee..... | 4 |
| 5.1 Identification, Monitoring and Enforcement | 4 |
| 5.2 Access..... | 5 |
| 5.3 Grantee Signs | 5 |
| 6. Prohibited Uses..... | 6 |
| 7. Grantor's Reserved Rights..... | 6 |
| 7.1 Hydro and Other Reserved Rights | 6 |
| 7.2 Definitions..... | 6 |
| 7.2.1 Anticipated Significant Actions..... | 6 |
| 7.2.2 Required Actions | 6 |
| 7.2.3 Specified Required Actions..... | 7 |
| 7.2.4 Discretionary Action..... | 7 |
| 7.2.5 Hydro Operating Zone | 7 |
| 7.3 Annual Work Plan Notification, Consultation and Consent Requirements..... | 7 |
| 7.3.1 Delivery and Contents of Annual Work Plan..... | 7 |
| 7.3.2 Review of Annual Work Plan | 8 |
| 7.3.3 Anticipated Significant Actions within Hydro Operating Zones | 8 |
| 7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones..... | 9 |

| | | |
|-------|--------------------------------------------------------------------------------|----|
| 7.4 | Anticipated Significant Actions Not Identified in Annual Work Plan | 9 |
| 7.5 | Emergency Actions | 10 |
| 7.6 | Water Rights..... | 10 |
| 8. | Responsibility for Operations | 10 |
| 8.1 | Condition of Property..... | 10 |
| 8.2 | Taxes..... | 11 |
| 8.3 | Permits and Approvals | 11 |
| 8.4 | Limitation on Restoration Obligations..... | 11 |
| 9. | Third Party Use of the Property..... | 11 |
| 9.1 | Express Third Party Uses..... | 11 |
| 9.1.1 | Increases in Intensity or Expansion of Location or Size or Change in Use | 11 |
| 9.1.2 | Renewal or Replacement of Third Party Use Agreements | 12 |
| 9.1.3 | Consultation on Express Third Party Uses | 12 |
| 9.1.4 | Enforcement of Third Party Use Agreements | 12 |
| 9.2 | Informal Uses and Public Access | 12 |
| 9.2.1 | Rules and Regulations..... | 12 |
| 9.2.2 | Liability Limitation | 12 |
| 9.2.3 | Periodic Review of Informal Uses..... | 12 |
| 9.3 | Unauthorized Third-Party Uses | 13 |
| 10. | Enforcement and Remedies..... | 13 |
| 10.1 | Procedures Upon Violation..... | 13 |
| 10.2 | Litigation | 14 |
| 10.3 | Emergency Injunctive Relief..... | 14 |
| 10.4 | Remedies Cumulative | 14 |

| | |
|-------------------------------------------------------|----|
| 10.5 Costs of Enforcement..... | 14 |
| 10.6 No Waiver..... | 14 |
| 11. Indemnification and Insurance | 15 |
| 11.1 Indemnification by Grantee..... | 15 |
| 11.2 Indemnification by Grantor | 15 |
| 11.3 Release | 15 |
| 11.4 Insurance..... | 15 |
| 12. Grantee Transfer of Easement..... | 16 |
| 12.1 Voluntary Transfer..... | 16 |
| 12.2 Involuntary Transfer | 16 |
| 13. Subsequent Property Transfers by Grantor | 17 |
| 13.1 Rights of Grantor | 17 |
| 13.2 Potential Release of Hydro Reserved Rights | 17 |
| 13.2.1 Conveyance of Entire Property..... | 17 |
| 13.2.2 Partial Conveyance..... | 18 |
| 13.2.3 Grantor's Continuing Reserved Rights | 19 |
| 13.2.4 Easement Amendment | 19 |
| 13.2.5 Transfer Restrictions Remain Applicable..... | 19 |
| 14. Extinguishment and Condemnation | 19 |
| 14.1 Extinguishment..... | 19 |
| 14.2 Condemnation | 19 |
| 14.3 Proceeds | 19 |
| 15. Estoppel Certificates | 20 |
| 16. Notices | 20 |
| 17. Amendment..... | 22 |

| | | |
|--------|-----------------------------------------------------------------------|----|
| 18. | Hazardous Substances | 22 |
| 18.1 | Definitions..... | 22 |
| 18.2 | Allocation of Responsibility for Hazardous Substances..... | 23 |
| 18.2.1 | Generally | 23 |
| 18.2.2 | Environmental Reports | 23 |
| 18.2.3 | Grantor Responsibility for the Cost of Necessary Remediation | 23 |
| 18.2.4 | No Owner or Operator Liability | 24 |
| 18.3 | Hazardous Substances Indemnification | 24 |
| 18.3.1 | By Grantor | 24 |
| 18.3.2 | By Grantee | 24 |
| 19. | Carbon Rights | 25 |
| 19.1 | Promotion of Climate Stability | 25 |
| 19.2 | Reservation of Carbon Rights | 25 |
| 19.3 | Carbon Certification..... | 25 |
| 20. | General Provisions..... | 25 |
| 20.1 | Governing Laws | 25 |
| 20.2 | No Public Dedication | 25 |
| 20.3 | Liberal Construction | 26 |
| 20.4 | Further Assurances | 26 |
| 20.5 | Severability..... | 26 |
| 20.6 | Entire Agreement | 26 |
| 20.7 | No Forfeiture | 26 |
| 20.8 | Successors..... | 26 |
| 20.9 | Recordation..... | 26 |

| | |
|---------------------------------------------------|----|
| 20.10 Termination of Rights and Obligations | 26 |
| 20.11 Attorneys' Fees | 27 |
| 20.12 Mortgage Liens Subordinate | 27 |
| 20.13 Pre-Existing Water Rights | 27 |
| 20.14 Table of Contents and Captions | 27 |
| 20.15 Incorporation of Recitals..... | 27 |
| 20.16 List of Exhibits | 27 |
| 20.17 Counterparts..... | 28 |

DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BUTTE CREEK 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 NORTHERN CALIFORNIA REGIONAL LAND TRUST, a California nonprofit corporation ("**Grantee**"), with reference to the following facts:

RECITALS

A. The Property. Grantor is the owner of approximately 2,179 acres of real property located in Butte 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 switchyard and power house 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 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, as reasonably determined by Grantee, incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

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

14. Extinguishment and Condemnation.

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

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

14.3 Proceeds. Pursuant to California Civil Code §815.2(a) this Easement constitutes a real property interest immediately vested in Grantee. It is acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall and to protect the public investment which is involved in the conveyance of the Conservation Easement. That being the case, the parties stipulate

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

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

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

If to Grantor: If by registered or certified mail, return receipt requested:

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

With a copy to:

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

If by personal delivery or overnight courier:

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

With a copy to:

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

If to Grantee:

If by registered or certified mail, return receipt requested:

Northern California Regional Land Trust
580 Vallombroasa Avenue
Chico, California 95926
Attn: Executive Director

If by personal delivery or overnight courier:

Northern California Regional Land Trust
580 Vallombroasa Avenue
Chico, California 95926
Attn: Executive Director

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

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

18. Hazardous Substances.

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

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

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

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; and all rules and

regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

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

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

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

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

(f) which contains radon gas.

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

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

18.2 Allocation of Responsibility for Hazardous Substances.

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

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

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation

of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

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

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

18.3 Hazardous Substances Indemnification.

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

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

19. Carbon Rights.

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

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

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

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|------------------|---------------------------------------------------------------------------------------------------------------|
| <u>Exhibit A</u> | Property Description |
| <u>Exhibit B</u> | Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities |
| <u>Exhibit C</u> | Hydro Reserved Rights |
| <u>Exhibit D</u> | Beneficial Public Values |
| <u>Exhibit E</u> | Insurance Requirements |
| <u>Exhibit F</u> | Prohibited Uses |
| <u>Exhibit G</u> | Hydro Operating Zone(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.

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:

NORTHERN CALIFORNIA REGIONAL LAND
TRUST,
a California nonprofit corporation

By: _____

Its: _____

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

Legal Description of Property

[Follows this page]

EXHIBIT "A"

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

PARCEL 1

LCP ID#0705

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED APRIL 2, 1951, IN BOOK 554, PAGE 471 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS 3 AND 4 OF SECTION 2: ALSO, THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 23 NORTH, RANGE 3 EAST, M.D.B. &M., EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2, WHICH BEARS 904.5 FEET DUE EAST FROM THE INTERSECTION OF THE AFORESAID SOUTH LINE WITH THE WESTERLY LINE OF SAID SECTION; THENCE EAST 350 FEET ALONG SAID SOUTH LINE; THENCE NORTH 350 FEET AT RIGHT ANGLES TO SAID SOUTH LINE; THENCE WEST 350 FEET PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 350 FEET RIGHT ANGLES TO SAID SOUTH LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF LOT 14 OF THE HUPP SUBDIVISION, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, AUGUST 2, 1948 IN BOOK 16 OF MAPS AT PAGE 30, SAID CORNER BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE PARADISE-STIRLING CITY HIGHWAY; THENCE NORTH $77^{\circ} 16'$ WEST 95.94 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE

NORTH 89 ° 49' WEST 201.8 FEET TO AN IRON PIPE; THENCE SOUTH 00 ° 11'
WEST 364.8 FEET TO AN IRON PIPE; THENCE
SOUTH 89 ° 49' EAST 304.4 FEET TO A POINT ON THE WESTERLY RIGHT OF
WAY LINE OF THE PARADISE-STIRLING CITY HIGHWAY; THENCE ALONG
SAID LINE NORTH 09 ° 53' WEST 32.08 FEET; THENCE ALONG THE ARC OF A
950 FOOT RADIUS CURVE TO THE RIGHT 313.83 FEET, THE CHORD OF
WHICH BEARS NORTH 00 ° 25' WEST 312.40 FEET, TO THE POINT OF
BEGINNING.

ALSO EXCEPTING THEREFROM ALL MINERALS AND THE RIGHT OF
EXPLORATION THEREOF, APPURtenant TO THAT PORTION OF SAID REAL
PROPERTY LYING BENEATH THE SURACE, PROVIDED, HOWEVER, THAT
SUCH EXPLORATION SHALL BE CARRIED ON BELOW THE SURFACE SO AS
NOT TO DISTURB THE SURFACE OF SAID REAL PROPERTY OR ANY
STRUCTURES THEREON AND WITHOUT ANY RIGHT OF ENTRY ON THE
SURFACE OF SAID REAL PROPERTY; AS RESERVED BY ROSALIE H.
BALDWIN, A WIDOW, JANET E. RUGH AND RALPH RUGH, WIFE AND
HUSBAND, GEORGE G. HUPP, A WIDOWER, AND RALPH L. HUPP AND FAYE
HUPP, HUSBAND AND WIFE, IN THAT CERTAIN INSTRUMENT RECORDED
APRIL 2, 1951 IN BOOK 554 PAGE 471, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS DESCRIBED IN THE
CONVEYANCE FROM PACIFIC GAS AND ELECTRIC COMPANY TO PAUL
LOFTON VANDEGRIFT, SUCCESSOR TRUSTEE OF THE L.B. VANDERGRIFT
TRUST, DATED JANUARY 24, 1991 AS RECORDED SEPTEMBER 20, 2016 AS
INSTRUMENT NO. 2016-0035241 OFFICIAL RECORDS.

A.P.N. 065-010-082

PARCEL 2:
LCP ID#0706

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10, TOWNSHIP
23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS
RECORDED DECEMBER 24, 1907, IN BOOK 100, PAGE 479 OF DEEDS OF THE
COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED
THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF
THE NORTHEAST ONE-QUARTER OF SAID SECTION 10.

A.P.N. 065-010-032

PARCEL 3:
LCP ID#0707

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED DECEMBER 19, 1904, IN BOOK 75, PAGE 271 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9.

A.P.N. 063-040-056

PARCEL 4:
LCP ID#0708

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15 TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JANUARY 24, 1900, IN BOOK 55, PAGE 134 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

LOTS 4, 5, 6, AND 7 OF SAID SECTION 15.

A.P.N. 065-490-001

PARCEL 5:
LCP ID#0709

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 10 AND 11, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED FEBRUARY 21, 1961, IN BOOK 1101, PAGE 19, AND BOOK 1101, PAGE 20 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

PARCEL 1

THE EAST ONE-HALF, THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST

ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, ALL OF SAID SECTION 10.

PARCEL 2

THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11.

LESS AND EXCEPT THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 10.

ALSO LESS AND EXCEPT A PORTION OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 10, AS RECORDED AUGUST 17, 1992, AS PARCEL 2 IN INSTRUMENT NO. 92-36794, OFFICIAL RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11; THENCE
SOUTH 82° 25' 17" WEST 1972.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE
SOUTH 22° 00' 33" WEST 366.06 FEET; THENCE
NORTH 80° 49' 16" WEST 258.43 FEET; THENCE
NORTH 37° 19' 14" WEST 97.99 FEET; THENCE
NORTH 53° 41' 21" WEST 269.77 FEET; THENCE
NORTH 20° 06' 22" WEST 84.57 FEET; THENCE
NORTH 11° 24' 18" EAST 119.14 FEET; THENCE
NORTH 83° 33' 32" EAST 267.98 FEET; THENCE
SOUTH 61° 37' 49" EAST 136.42 FEET; THENCE
SOUTH 53° 30' 57" EAST 87.35 FEET; THENCE
SOUTH 65° 35' 10" EAST 100.10 FEET; THENCE
SOUTH 81° 49' 40" EAST 82.02 FEET; THENCE
NORTH 84° 59' 27" EAST 45.89 FEET TO THE POINT OF BEGINNING.

A.P.N. 065-010-030, 065-010-031, 065-010-036, 065-010-071 & 065-060-001

PARCEL 6:

LCP ID#0710

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS

RECORDED DECEMBER 19, 1904, IN BOOK 75, PAGE 271 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 21.

A.P.N. 063-010-068, 063-010-073

PARCEL 7:
LCP ID#711

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 28, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JUNE 18, 1927, IN BOOK 227, PAGE 334 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 28.

A.P.N. 063-020-005 PORTION

PARCEL 8:
LCP ID#0712

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 28, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JUNE 18, 1927, IN BOOK 227, PAGE 334 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 28.

A.P.N. 063-020-010

PARCEL 9:

LCP ID#0713

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 28, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JULY 28, 1927, IN BOOK 228, PAGE 81 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 28.

A.P.N. 063-020-005 PORTION

PARCEL 10:

LCP ID#0714

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 33, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED MARCH 7, 1928, IN BOOK 5, PAGE 62 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEAST ONE-QUARTER OF SAID SECTION 33 FROM WHICH THE NORTH ONE-QUARTER CORNER BEARS NORTH $71^{\circ} 30'$ WEST 469.9 FEET DISTANT; AND RUNNING THENCE SOUTH $55^{\circ} 20'$ EAST 370.0 FEET; THENCE SOUTH $34^{\circ} 40'$ WEST 117.7 FEET; THENCE NORTH $55^{\circ} 20'$ WEST 370.0 FEET; THENCE NORTH $34^{\circ} 40'$ EAST 117.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

A.P.N. 017-010-035

PARCEL 11:

LCP ID#0715

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 33, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED FEBRUARY 12, 1908, IN BOOK 106, PAGE 240 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33.

EXCEPTION NO. 1

LESS AND EXCEPT ALL THAT REAL PROPERTY LOCATED IN SAID SECTION 33, AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD APRIL 30, 1970, IN BOOK 1612, PAGE 165 OF OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED FEBRUARY 7, 1928, IN BOOK 1, PAGE 353 OF OFFICIAL RECORDS OF SAID COUNTY, AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, FROM WHICH THE EAST ONE QUARTER CORNER BEARS NORTH $72^{\circ} 57'$ EAST 1534.7' DISTANT; AND RUNNING THENCE SOUTH $24^{\circ} 59'$ EAST 122.4 FEET; THENCE SOUTH $12^{\circ} 41'$ EAST 132.6 FEET; THENCE SOUTH $28^{\circ} 49'30"$ WEST 20.0 FEET; THENCE SOUTH $38^{\circ} 52'30"$ WEST 123.8 FEET; THENCE SOUTH $46^{\circ} 02'30"$ WEST 159.6 FEET; THENCE NORTH $67^{\circ} 07'30"$ WEST 215.3 FEET; THENCE NORTH $4^{\circ} 04'$ EAST 410.5 FEET; THENCE SOUTH $84^{\circ} 28'$ EAST 292.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION NO. 2

ALSO LESS AND EXCEPT ALL THAT REAL PROPERTY LOCATED IN SAID SECTION 33, AS DESCRIBED IN THAT CERTAIN DEED RECORDED APRIL 18, 1928, IN BOOK 3, PAGE 308 OF OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33 WHICH LIES WEST OF THE CENTERVILLE AND NIMSHEW COUNTY ROAD; SAVING AND EXCEPTING THEREFROM THAT CERTAIN 3.4 ACRE TRACT AS DESCRIBED IN EXCEPTION NO. 1 ABOVE.

A.P.N. 017-020-017

PARCEL 12:

LCP ID#0717

ALL THAT CERTAIN PARCEL OF LAND SITUATE SECTION 11, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JANUARY 5, 1903, IN BOOK 69, PAGE 182 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL THE RIGHT, TITLE AND INTEREST IN AND TO THE SURFACE OF AND AS WELL TO ALL STANDING TIMBER UPON THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11.

EXCEPTING THEREFROM ALL MINERAL, QUARTZ AND MINERAL BEARING ROCK BENEATH THE SURFACE, AND ALSO RESERVE THE RIGHT TO CONDUCT MINING OPERATIONS UPON SAID LAND, BUT ALWAYS IN SUCH MANNER AND AT SUCH PLACES AS SHALL NOT INTERFERE WITH ANY BUSINESS, WORK, OPERATION OR STRUCTURE THAT SECOND PARTY OR ITS GRANTEES MAY HAVE UPON SAID LAND, AS RESERVED BY O.F. MARTIN IN THAT CERTAIN INSTRUMENT RECORDED MARCH 31, 1902, IN BOOK 62 OF DEEDS, PAGE 259, AND AS RESERVED BY W.P. LYNCH AND KATHERINE LYNCH IN THAT CERTAIN INSTRUMENT RECORDED JANUARY 5, 1903, IN BOOK 69 OF DEEDS AT PAGE 182.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE COUNTY OF BUTTE FOR ROAD PURPOSES, AS RECORDED JULY 31, 1989, AS INSTRUMENT 89-028474 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, DESCRIBED AS FOLLOWS:

PARCEL I

A STRIP OF LAND THE UNIFORM WIDTH OF 80 FEET EXTENDING FROM THE SOUTHERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER NORTHERLY APPROXIMATELY 1400 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER, AND LYING 40 FEET ON EACH SIDE OF THE CENTER LINE OF THE COUNTY ROAD KNOWN AS SKYWAY ROAD, AS SAID ROAD EXISTED ON JANUARY 25, 1989; EXCEPTING THEREFROM THE PORTIONS THEREOF DESCRIBED AS FOLLOWS:

- 1) THE PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11; AND RUNNING THENCE, ALONG THE NORTH LINE OF SAID SECTION 11,

(A) NORTH $89^{\circ} 24' 30''$ WEST 983.21 FEET TO A POINT WHICH IS EASTERLY 21.00 FEET DISTANT FROM (MEASURED RADIALLY TO) THE CENTER LINE OF SAID SKYWAY ROAD, BEING THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE

- 1) SOUTHERLY ON A CURVE TO THE RIGHT (CONCAVE TO THE WEST) WITH A RADIUS OF 1021.00 FEET, THROUGH A CENTRAL ANGLE OF $10^{\circ} 10' 30''$ AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A LINE WITH THE BEARING SOUTH $3^{\circ} 33' 30''$ WEST, AN ARC DISTANCE OF 181.31 FEET; THENCE
- 2) SOUTH $13^{\circ} 44' 00''$ WEST 44.13 FEET; THENCE
- 3) SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 729.00 FEET THROUGH A CENTRAL ANGLE OF $5^{\circ} 38' 30''$ AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO THE PRECEDING COURSE AN ARC DISTANCE OF 71.80 FEET.

2. THE PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11; AND RUNNING THENCE, ALONG THE NORTH LINE OF SAID SECTION 11,

(A) NORTH $89^{\circ} 24' 30''$ WEST 1025.27 FEET TO A POINT WHICH IS WESTERLY 21.00 FEET DISTANT FROM (MEASURED RADIALLY TO) THE CENTER LINE OF SAID SKYWAY ROAD, BEING THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE

- 1) SOUTHERLY ON A CURVE TO THE RIGHT (CONCAVE TO THE WEST) WITH A RADIUS OF 979.00 FEET, THROUGH A CENTRAL ANGLE OF $10^{\circ} 03' 00''$ AND TANGENT AT THE NORTHERLY TERMINUS THEREOF TO A LINE WITH THE BEARING SOUTH $3^{\circ} 41' 09''$ WEST, AN ARC DISTANCE OF 171.68 FEET; THENCE
- 2) SOUTH $13^{\circ} 44' 00''$ WEST 44.13 FEET: AND

3. THE PORTION ENCLOSED BY THE EXISTING FENCE AROUND THE BUILDING WHICH IS LOCATED APPROXIMATELY 300 FEET SOUTHERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID SKYWAY ROAD AND THE CENTER LINE OF THE COUNTY ROAD KNOWN AS HUMBUG ROAD AS SAID ROADS EXISTED ON JANUARY 25, 1989.

PARCEL II

A STRIP OF LAND OF THE UNIFORM WIDTH OF 60 FEET EXTENDING FROM THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST ONE-QUARTER EASTERLY APPROXIMATELY 250 FEET TO THE WESTERLY BOUNDARY LINE OF PARCEL I DESCRIBED HEREIN, AND LYING 30 FEET ON EACH SIDE OF

THE CENTER LINE OF SAID HUMBUG ROAD AS SAID ROAD EXISTED ON JANUARY 25, 1989.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS DESCRIBED IN THE CONVEYANCE FROM PACIFIC GAS AND ELECTRIC COMPANY TO PAUL LOFTON VANDERGRIFT, SUCCESSOR TRUSTEE OF THE L.B. VANDERGRIFT TRUST, DATED JANUARY 24, 1991 AS RECORDED SEPTEMBER 20, 2016 AS INSTRUMENT NO. 2016-0035241 OFFICIAL RECORDS.

A.P.N. 065-060-008

PARCEL 13:
LCP ID#0718

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED APRIL 12, 1905, IN BOOK 76, PAGE 292 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 13.

A.P.N. 056-220-007

PARCEL 14:
LCP ID#0719

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED MAY 12, 1906, IN BOOK 95, PAGE 83 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2 WHICH BEARS 904.5 FEET DUE EAST FROM THE INTERSECTION OF THE AFORESAID SOUTH LINE WITH THE WESTERLY LINE OF SAID SECTION 2; THENCE EAST 350 FEET ALONG SAID SOUTH LINE; THENCE AT RIGHT ANGLES TO SAID SOUTH LINE NORTH 350 FEET; THENCE

WEST 350 FEET PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 350 FEET AT RIGHT ANGLES TO SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERAL RIGHTS AND MINERAL DEPOSITS IN AND UNDER SAID LAND, AND THE RIGHT TO MINE THE SAME, WITHOUT INJURY OR DAMAGE TO THE PARTY OF THE SECOND PART, AS RESERVED BY ROSA HUPP IN THAT CERTAIN INSTRUMENT RECORDED MAY 12, 1906 IN BOOK 95 OF DEEDS AT PAGE 83.

A.P.N. 065-010-084 PORTION

PARCEL 15:
LCP ID#0720

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JANUARY 19, 1954, IN BOOK 69, PAGE 182 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL THE RIGHT, TITLE AND INTEREST IN AND TO THE SURFACE OF AND AS WELL TO ALL STANDING TIMBER UPON THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 2.

EXCEPTING THEREFROM ALL MINERAL, QUARTZ AND MINERAL BEARING ROCK BENEATH THE SURFACE, AND ALSO RESERVE THE RIGHT TO CONDUCT MINING OPERATIONS UPON SAID LAND, BUT ALWAYS IN SUCH MANNER AND AT SUCH PLACES AS SHALL NOT INTERFERE WITH ANY BUSINESS, WORK, OPERATION OR STRUCTURE THAT SECOND PARTY OR ITS GRANTEEES MAY HAVE UPON SAID LAND, AS RESERVED BY O.F. MARTIN IN THAT CERTAIN INSTRUMENT RECORDED MARCH 31, 1902 IN BOOK 62 OF DEEDS AT PAGE 259, AND AS RESERVED BY W.P. LYNCH AND KATHERINE LYNCH IN THAT CERTAIN INSTRUMENT RECORDED JANUARY 5, 1903 IN BOOK 69 OF DEEDS AT PAGE 182.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS DESCRIBED IN THE CONVEYANCE FROM PACIFIC GAS AND ELECTRIC COMPANY TO PAUL LOFTON VANDERGRIFT, SUCCESSOR TRUSTEE OF THE L.B. VANDERGRIFT TRUST, DATED JANUARY 24, 1991 AS RECORDED SEPTEMBER 20, 2016 AS INSTRUMENT NO. 2016-0035241 OFFICIAL RECORDS.

A.P.N. 065-010-084 PORTION

PARCEL 16:

LCP ID#0721

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 31, TOWNSHIP 24 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED APRIL 19, 1954 IN BOOK 703, PAGE 384 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 31, FROM WHICH THE 1-1/4 INCH IRON PIPE IN A QUARTZ MOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 31 BEARS SOUTH $89^{\circ} 32\frac{1}{2}'$ WEST 2121.6 FEET; THENCE

SOUTHERLY ALONG THE EASTERLY TOE OF THE BANK OF PACIFIC GAS AND ELECTRIC COMPANY'S HENDRICKS CANAL TRAVERSING THE SOUTHWEST ONE-QUARTER OF SAID SECTION 31 THE FOLLOWING 13 COURSES AND DISTANCES:

SOUTH $17^{\circ} 26'$ WEST 28.2 FEET; THENCE
SOUTH $28^{\circ} 53'$ WEST 30.4 FEET; THENCE
SOUTH $46^{\circ} 24'$ WEST 61.4 FEET; THENCE
SOUTH $69^{\circ} 00'$ WEST 76.3 FEET; THENCE
SOUTH $00^{\circ} 51'$ WEST 42.8 FEET; THENCE
SOUTH $03^{\circ} 31'$ WEST 86.3 FEET; THENCE
SOUTH $23^{\circ} 58'$ WEST 65.1 FEET; THENCE
SOUTH $44^{\circ} 31'$ WEST 46.8 FEET; THENCE
SOUTH $58^{\circ} 51'$ WEST 91.9 FEET; THENCE
SOUTH $13^{\circ} 35\frac{1}{2}'$ WEST 43.5 FEET; THENCE
SOUTH $02^{\circ} 17'$ WEST 73.2 FEET; THENCE
SOUTH $11^{\circ} 35'$ WEST 39.3 FEET; THENCE

SOUTH $24^{\circ} 11\frac{1}{2}'$ WEST 36.6 FEET TO THE WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. H. KINNE AND WIFE TO THE COUNTY OF BUTTE, DATED MAY 14, 1952 AND RECORDED JULY 9, 1952, IN THE OFFICE OF THE COUNTY RECORDER OF SAID BUTTE COUNTY IN BOOK 637 OF OFFICIAL RECORDS AT PAGE 435; THENCE ALONG THE LAST MENTIONED BOUNDARY LINE THE FOLLOWING FOUR COURSES AND DISTANCES:

NORTHEASTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 350

FEET, THROUGH A CENTRAL ANGLE OF 06 ° 04 1/2' AND TANGENT AT THE SOUTHWESTERLY TERMINUS THEREOF TO A LINE WHICH HAS A BEARING OF NORTH 48 ° 33 1/2' EAST, AN ARC DISTANCE OF 37.1 FEET; THENCE NORTH 42 ° 29' EAST 317.8 FEET; THENCE NORTH 47 ° 31' WEST 20.0 FEET; THENCE NORTH 42 ° 29' EAST 417.0 FEET TO THE NORTHERLY BOUNDARY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 31; THENCE SOUTH 89 ° 32 1/2' WEST 189.3 FEET, MORE OR LESS, ALONG SAID LINE TO THE POINT OF BEGINNING.

A.P.N. 059-060-019

PARCEL 17:
LCP ID#0722

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 11, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JANUARY 5, 1903, IN BOOK 69, PAGE 182 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SURFACE GROUND TO ALL THAT LOT OF LAND BEING THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11.

EXCEPTING THEREFROM ALL THE MINERALS, GOLD BEARING ROCK AND EARTH AND MINES IN SAID PREMISES ABOVE DESCRIBED, WITH THE RIGHT AND PRIVILEGE TO WORK AND MINE THE SAME, PROVIDED SUCH OPERATIONS DO NOT INTERFERE WITH IMPROVEMENTS MADE BY THE SECOND PARTIES THEREAT, AS RESERVED BY W.P. LYNCH AND KATHERINE LYNCH IN THAT CERTAIN INSTRUMENT RECORDED JANUARY 5, 1903 IN BOOK 69 OF DEEDS AT PAGE 182.

A.P.N. 065-060-002

PARCEL 18:
LCP ID#0723

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 11, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED OCTOBER 19, 1903, IN BOOK 71, PAGE 378 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED

THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11.

A.P.N. 065-060-003

PARCEL 19:

LCP ID# 0724

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 10, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED MARCH 28, 1907, IN BOOK 98, PAGE 31 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF SAID SECTION 10, BEING KNOWN AS THE CHEROKEE AND OROVILLE PLACER NO. 1 CLAIM; THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10, BEING KNOWN AS THE CHEROKEE AND OROVILLE PLACER NO. 2 CLAIM; THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10, BEING KNOWN AS THE CHEROKEE AND OROVILLE PLACER NO. 3 CLAIM.

EXCEPTING THEREFROM A PORTION OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10 AS RECORDED AUGUST 17, 1992, IN S.N. 92-036794 OF OFFICIAL RECORDS OF SAID COUNTY MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWEST ONE-QUARTER OF SAID SECTION 10, FROM WHICH THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEARS SOUTH $86^{\circ} 14' 34''$ EAST 5671.65 FEET; THENCE FROM POINT OF BEGINNING
NORTH $21^{\circ} 03' 57''$ EAST 467.97 FEET; THENCE
NORTH $70^{\circ} 25' 31''$ WEST 163.49 FEET; THENCE
NORTH $88^{\circ} 58' 16''$ WEST 240.00 FEET TO THE CENTERLINE OF BUTTE

CREEK; THENCE
ALONG SAID CENTERLINE SOUTH $46^{\circ} 01' 45''$ WEST 35.36 FEET; THENCE
SOUTH $63^{\circ} 33' 17''$ WEST 28.18 FEET; THENCE
SOUTH $20^{\circ} 51' 40''$ WEST 32.42 FEET; THENCE
SOUTH $03^{\circ} 07' 50''$ EAST 27.57 FEET; THENCE
SOUTH $20^{\circ} 37' 34''$ WEST 55.32 FEET; THENCE
SOUTH $07^{\circ} 21' 43''$ EAST 31.22 FEET; THENCE
SOUTH $08^{\circ} 54' 38''$ WEST 49.62 FEET; THENCE
LEAVING SAID CENTERLINE OF BUTTE CREEK SOUTH $74^{\circ} 38' 31''$ EAST
130.55 FEET; THENCE
SOUTH $21^{\circ} 59' 44''$ EAST 66.53 FEET; THENCE
SOUTH $42^{\circ} 35' 20''$ EAST 234.76 FEET TO THE POINT OF BEGINNING.

A.P.N. 065-010-073

PARCEL 20:
LCP ID#0725

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 4, TOWNSHIP 22
NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS
RECORDED OCTOBER 16, 1907, IN BOOK 100, PAGE 185 OF DEEDS OF THE
COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED
THEREIN AS FOLLOWS:

LOTS 1, 2, 7, AND 37 AND THE SOUTHEAST ONE-QUARTER OF THE
NORTHEAST ONE-QUARTER OF SAID SECTION 4.

EXCEPTING THEREFROM THE FOLLOWING THREE PARCELS:

PARCEL 1

ALL THAT REAL PROPERTY LOCATED IN SECTION 4, TOWNSHIP 22 NORTH,
RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS DESCRIBED IN
THAT CERTAIN DEED FILED FOR RECORD APRIL 29, 1929, IN BOOK 74, PAGE
465 OF OFFICIAL OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE MARKING THE SOUTHWEST CORNER OF
LOT 37 OF SAID SECTION 4; AND RUNNING THENCE
NORTH, ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 37, 1070
FEET; THENCE
NORTH $81^{\circ} 09'$ EAST 1013 FEET; THENCE

EAST 1390 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID LOT 37; THENCE SOUTH, ALONG SAID EASTERLY BOUNDARY LINE, 1226 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37; THENCE WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 37, 2392 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT OF LAND HEREINABOVE DESCRIBED; AND RUNNING THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 37, 160 FEET MORE OR LESS TO A POINT WHICH IS DISTANT 200 FEET SOUTHEASTERLY FROM, MEASURED AT RIGHT ANGLE TO, THE PRESENT CENTERLINE OF PACIFIC GAS AND ELECTRIC COMPANY'S PENSTOCK EXTENDING FROM PACIFIC GAS AND ELECTRIC COMPANY'S CENTERVILLE CANAL TO PACIFIC GAS AND ELECTRIC COMPANY'S CENTERVILLE POWER HOUSE; THENCE NORTHEASTERLY, PARALLEL WITH SAID PRESENT CENTERLINE OF SAID PENSTOCK, 1700 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY BOUNDARY LINE OF THE TRACT OF LAND HEREINABOVE DESCRIBED; THENCE WESTERLY, ALONG SAID LAST MENTIONED BOUNDARY LINE TO THE POINT OF BEGINNING.

PARCEL 2

ALL THAT REAL PROPERTY LOCATED IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS DESCRIBED IN THAT CERTAIN DEED FILED FOR JANUARY 4, 1928, RECORD IN BOOK 1, PAGE 97 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF LOT 37 IN SAID SECTION 4 (KNOWN AS THE RED GRAVEL GOLD MINE), DISTANT THEREON 778.0 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 37; AND RUNNING THENCE NORTH $88^{\circ} 40'$ EAST 534 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE HELLTOWN AND CENTERVILLE ROAD; THENCE SOUTH $07^{\circ} 43'$ WEST, ALONG SAID LAST MENTIONED BOUNDARY LINE, 355

FEET; THENCE
SOUTH 88 ° 12' WEST 487 FEET, MORE OR LESS TO A POINT IN THE
WESTERLY BOUNDARY LINE OF LOT 37; THENCE
NORTH, ALONG LAST MENTION BOUNDARY LINE, 355 FEET, MORE OR LESS,
TO THE POINT OF BEGINNING.

PARCEL 3

ALL THAT REAL PROPERTY LOCATED IN SECTION 4, TOWNSHIP 22 NORTH,
RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS DESCRIBED IN
THAT CERTAIN DEED FILED FOR RECORD APRIL 29, 1929, IN BOOK 25, PAGE
393 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, STATE OF
CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 37 OF SAID SECTION 4;
AND RUNNING THENCE
EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 37 334.1
FEET; THENCE
SOUTH 32 ° 06' EAST 168.1 FEET; THENCE
SOUTH 70 ° 50' EAST 215.6 FEET; THENCE
SOUTH 20 ° 53' WEST 129.6 FEET; THENCE
SOUTH 10 ° 25' 30" EAST 146.1 FEET; THENCE
SOUTH 31 ° 49' WEST 99.2 FEET; THENCE
SOUTH 8 ° 40' WEST 577.9 FEET; THENCE
SOUTH 49 ° 13' WEST 628.0 FEET TO A POINT IN THE WESTERLY BOUNDARY
LINE OF SAID LOT 37; THENCE
NORTH 00 ° 17' EAST, ALONG SAID LAST MENTIONED BOUNDARY LINE,
1543.8 FEET, MORE OR LESS TO THE POINT OF BEGINNING, SAVE AND
EXCEPTING PARCEL 2 AS DESCRIBED ABOVE.

A.P.N. 017-040-013 PORTION

PARCEL 21:
LCP ID# 0726

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 5, TOWNSHIP 22
NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS
RECORDED OCTOBER 16, 1907, IN BOOK 100, PAGE 185 OF DEEDS OF THE
COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED
THEREIN AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE

SOUTHEAST ONE-QUARTER OF SAID SECTION 5.

EXCEPTING THEREFROM ALL THAT REAL PROPERTY LOCATED IN SAID SECTION 5 AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD JANUARY 17, 1903, IN BOOK 69, PAGE 225 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5.

ALSO EXCEPTING THEREFROM ALL THAT REAL PROPERTY LOCATED IN SAID SECTION 5 AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD DECEMBER 16, 1965, IN VOLUME 1404, PAGE 533 OF OFFICIAL RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEARS SOUTH $8^{\circ} 02'$ EAST 1924.31 FEET AND RUNNING THENCE
NORTH $21^{\circ} 09'$ WEST 60.0 FEET; THENCE
SOUTH $68^{\circ} 51'$ WEST 128.0 FEET; THENCE
SOUTH $21^{\circ} 09'$ EAST 60.0 FEET; THENCE
NORTH $68^{\circ} 51'$ EAST 128.0 FEET TO THE POINT OF BEGINNING.

A.P.N. 017-040-013 PORTION

PARCEL 22:
LCP ID#0727

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 4, TOWNSHIP 22 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED JANUARY 16, 1903, IN BOOK 62, PAGE 312 OF DEEDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

A 200 FEET WIDE STRIP OF LAND ACROSS LOT 9 OF SAID SECTION 4 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 4, DISTANT 216 FEET MORE OR LESS NORTH OF THE SOUTHWEST CORNER OF

SAID LOT 9, THENCE
NORTH ON THE WEST LINE OF SAID SECTION 4, 200 FEET; THENCE
EASTERLY, PARALLEL WITH THE PIPELINE OF THE FORMER BUTTE
COUNTY E.P. & L. CO. AND 100 FEET DISTANT THEREFROM, 480 FEET, MORE
OR LESS, TO THE WEST LINE OF LOT 37 OF SAID SECTION 4; THENCE
SOUTH, ALONG THE WEST LINE OF SAID LOT 37, 200 FEET; THENCE
WESTERLY, PARALLEL WITH SAID PIPELINE AND DISTANT 100 FEET
THEREFROM, 480 FEET MORE OR LESS TO THE POINT OF BEGINNING.

A.P.N. 017-040-013 PORTION

PARCEL 23:
LCP ID#0728

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN LOT 9, SECTION 4,
TOWNSHIP 22 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND
MERIDIAN, AS RECORDED MAY 18, 1928, IN BOOK 6, PAGE 267 OF OFFICIAL
RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA,
PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE SOUTHEAST CORNER OF THE
SOUTHERLY 10 ACRES OF THAT CERTAIN TRACT OF LAND DESCRIBED IN
THAT CERTAIN DEED RECORDED IN BOOK 52, PAGE 94 OF DEEDS OF SAID
COUNTY, BEING THE SAME AS THE SOUTHEAST CORNER OF THE EAST
ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-
QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 3 EAST, AND ALSO
THE SOUTHWEST CORNER OF SAID LOT 9; AND RUNNING THENCE
NORTH $0^{\circ} 01'$ WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID 10
ACRE TRACT OF LAND, 216.0 FEET TO THE SOUTHERLY LINE OF THE
PARCEL OF LAND DESCRIBED IN BOOK 62, PAGE 312 OF DEEDS OF SAID
COUNTY; THENCE
NORTH $79^{\circ} 17'$ EAST 482.2 FEET ALONG SAID SOUTHERLY LINE TO THE
EASTERLY LINE OF SAID LOT 9; THENCE
SOUTH $0^{\circ} 17'$ WEST 2.3 FEET ALONG SAID EASTERLY LINE; THENCE
SOUTH $40^{\circ} 57'$ WEST 306.4 FEET; THENCE
SOUTH $51^{\circ} 53'$ WEST 116.5 FEET TO THE SOUTHERLY LINE OF SAID LOT 9;
THENCE
WEST 181.3 FEET ALONG SAID SOUTHERLY LINE, MORE OR LESS, TO THE
POINT OF BEGINNING.

A.P.N. 017-040-013 PORTION

PARCEL 24:
LCP ID#0729

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN LOT 9, SECTION 4,
TOWNSHIP 22 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND
MERIDIAN, AS RECORDED MAY 18, 1928, IN BOOK 6, PAGE 267 OF OFFICIAL
RECORDS OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA,
PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY BOUNDARY LINE OF THAT THE
SOUTHERLY 10 ACRES OF THAT CERTAIN TRACT OF LAND DESCRIBED IN
THAT CERTAIN DEED RECORDED NOVEMBER 28, 1899, IN BOOK 52, PAGE 94
OF DEEDS OF SAID COUNTY, FROM WHICH THE SOUTHEAST CORNER
BEARS

SOUTH $0^{\circ} 01'$ EAST 416.0 FEET DISTANT. SAID CORNER BEING THE SAME AS
THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST
ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 5,
TOWNSHIP 22 NORTH, RANGE 3 EAST, AND ALSO THE SOUTHWEST CORNER
OF SAID LOT 9; AND RUNNING THENCE

NORTH $0^{\circ} 01'$ WEST, ALONG SAID EASTERLY BOUNDARY LINE OF THE 10
ACRE TRACT OF LAND, 211.6 FEET; THENCE

SOUTH $76^{\circ} 47'$ EAST 193.9 FEET; THENCE

SOUTH $40^{\circ} 29'$ EAST 130.4 FEET; THENCE

NORTH $64^{\circ} 12'$ EAST 224.3 FEET TO THE EASTERLY LINE OF SAID LOT 9;
THENCE

SOUTH $0^{\circ} 17'$ WEST 75.8 FEET ALONG SAID EASTERLY LINE TO THE
NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 62, PAGE
312 OF DEEDS, OF SAID COUNTY; THENCE

SOUTH $79^{\circ} 17'$ WEST 483.3 FEET ALONG SAID NORTHERLY LINE MORE OR
LESS TO THE POINT OF BEGINNING.

A.P.N. 017-040-013 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 DeSabla-Centerville Hydroelectric Project (FERC Project No. 803-087). Project No. 803-087 (Project) is located on Butte Creek and the West Branch of the Feather River and includes three developments: Toadtown, DeSabla, and Centerville. The Toadtown development diverts water from the West Branch Feather River. The DeSabla development diverts water from upper Butte Creek and the outflow of the Toadtown development. The Centerville development diverts the flow of Butte Creek downstream of the DeSabla development that ultimately flows back into Butte Creek at or near the Centerville Powerhouse. Hydroelectric Facilities for the Project 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 DeSabla-Centerville Hydroelectric Project (FERC Project No. 803-087), including, but not limited to, powerhouses, diversion and feeder dams, canals, flumes, penstocks, substations and associated equipment and transmission facilities, improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use.

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 oak woodlands and foothill pine at lower elevations with Ponderosa pine and Sierra mixed conifer at higher elevations with riparian forests along the streams.
- (c) The scenic viewshed of the Property in keeping with the surrounding environment, providing a view of forested landscapes and open grassland visible to passersby on nearby roads.
- (d) Outdoor recreation in the form of passive recreational pursuits such as fishing, swimming, picnicking, hiking, cycling, equestrian use and sightseeing.
- (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) each accident for injury or death.

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, Grantor may inspect the original policies or require complete copies of policies.

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]

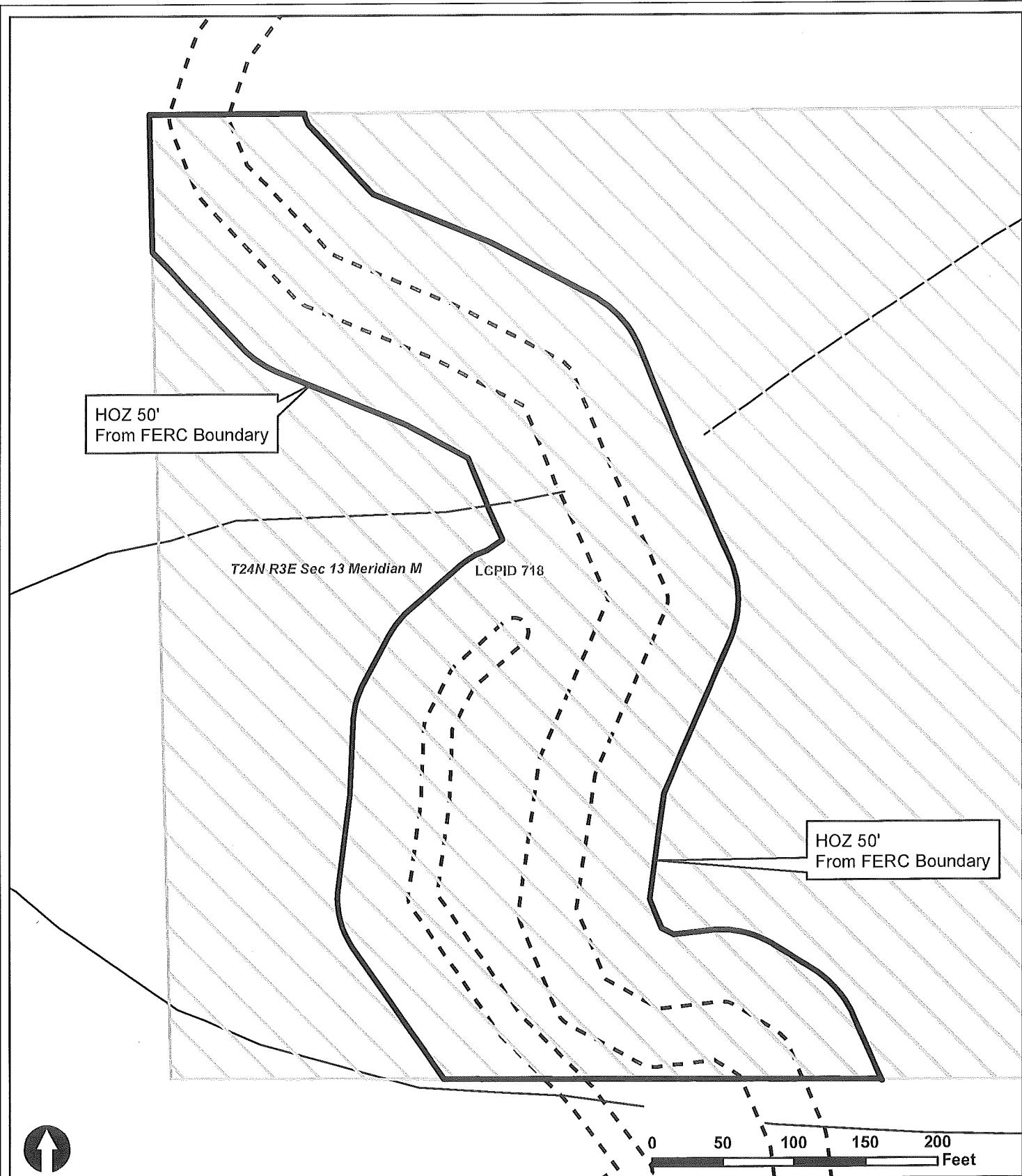
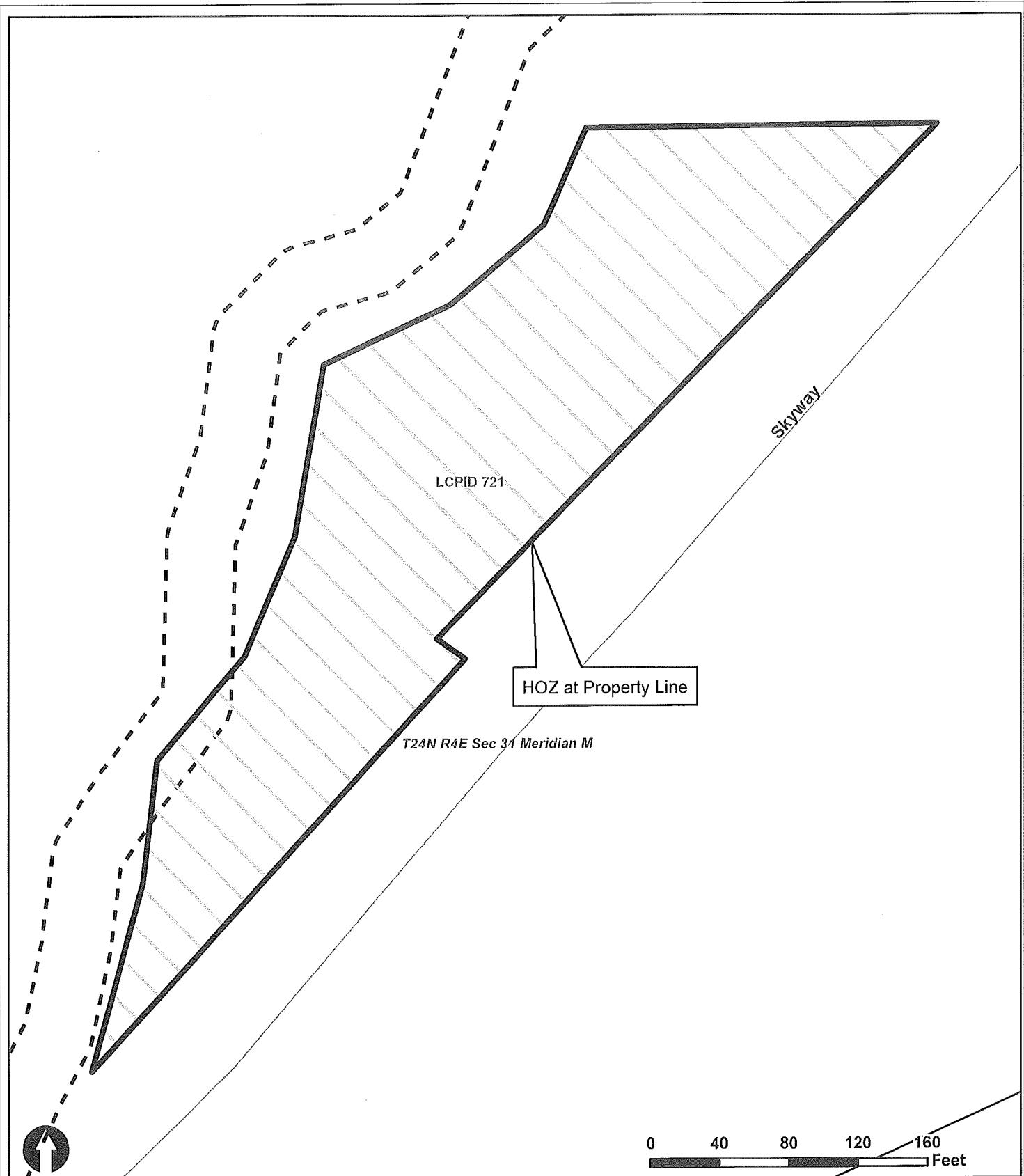


Exhibit G Butte Creek Map 1

Hydro Operating Zone (HOZ)

- HOZ
- FERC Boundary
- LCP



HOZ
FERC Boundary
LCP

Exhibit G Butte Creek Map 2

Hydro Operating Zone (HOZ)

Sheet 2 of 6
Revised 2/15/2018

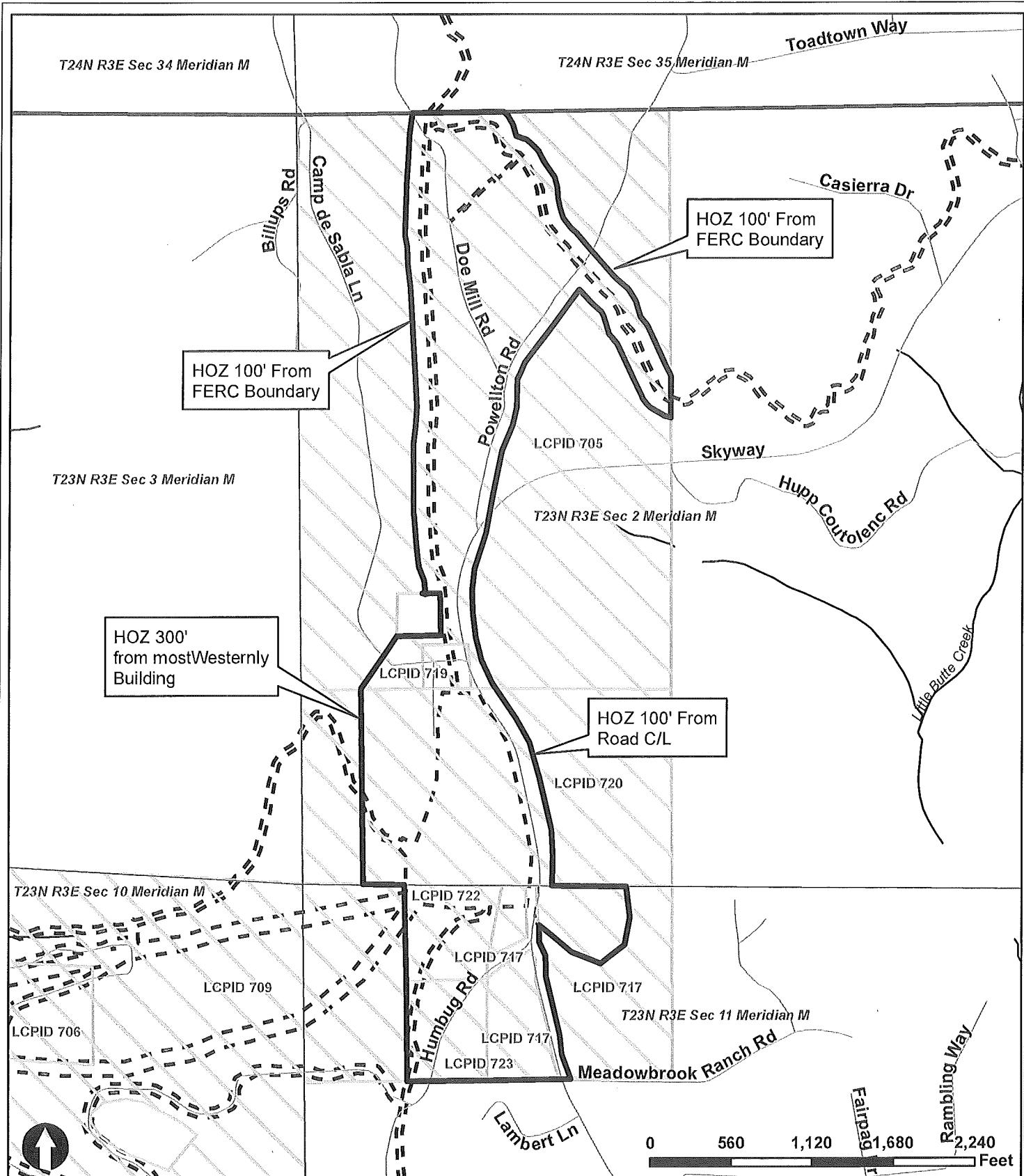


Exhibit G

Butte Creek Map 3

Hydro Operating Zone (HOZ)

-  HOZ
-  FERC Boundary
-  LCP

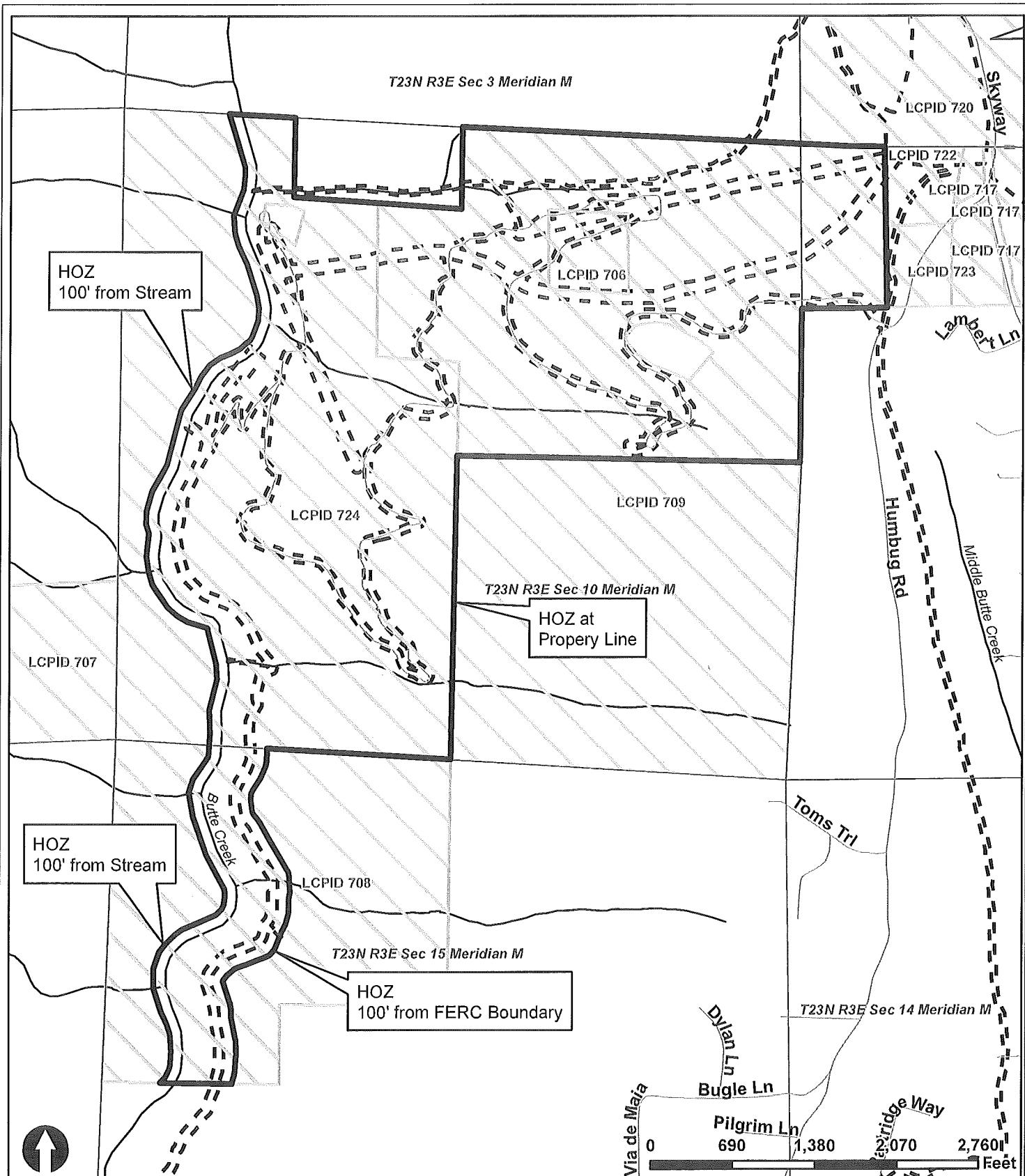


Exhibit G

Butte Creek map 4

Hydro Operating Zone (HOZ)

Sheet 4 of 6
Revised 2/15/2018

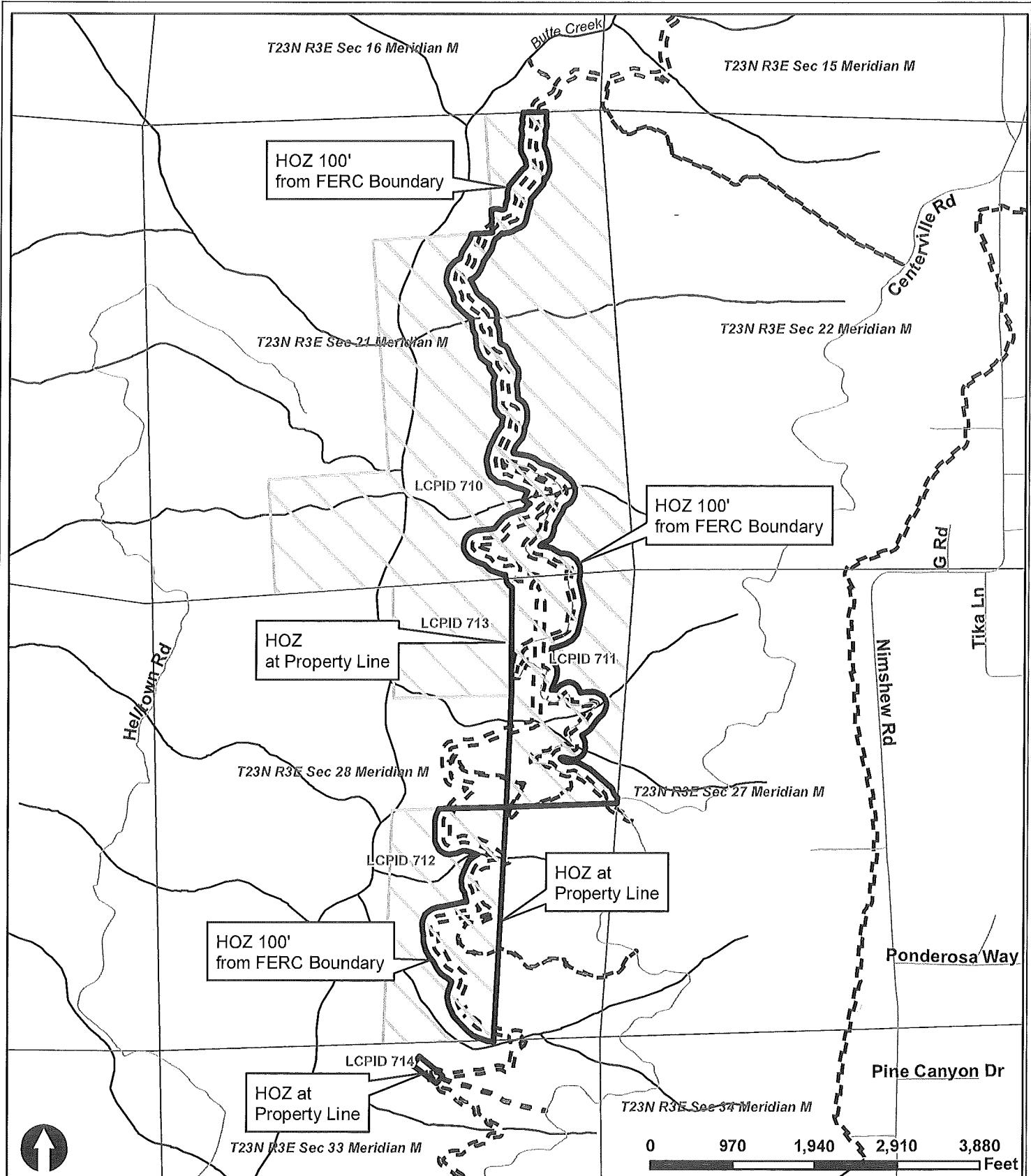


Exhibit G

Butte Creek Map 5

Hydro Operating Zone (HOZ)

- HOZ
- FERC Boundary
- LCP

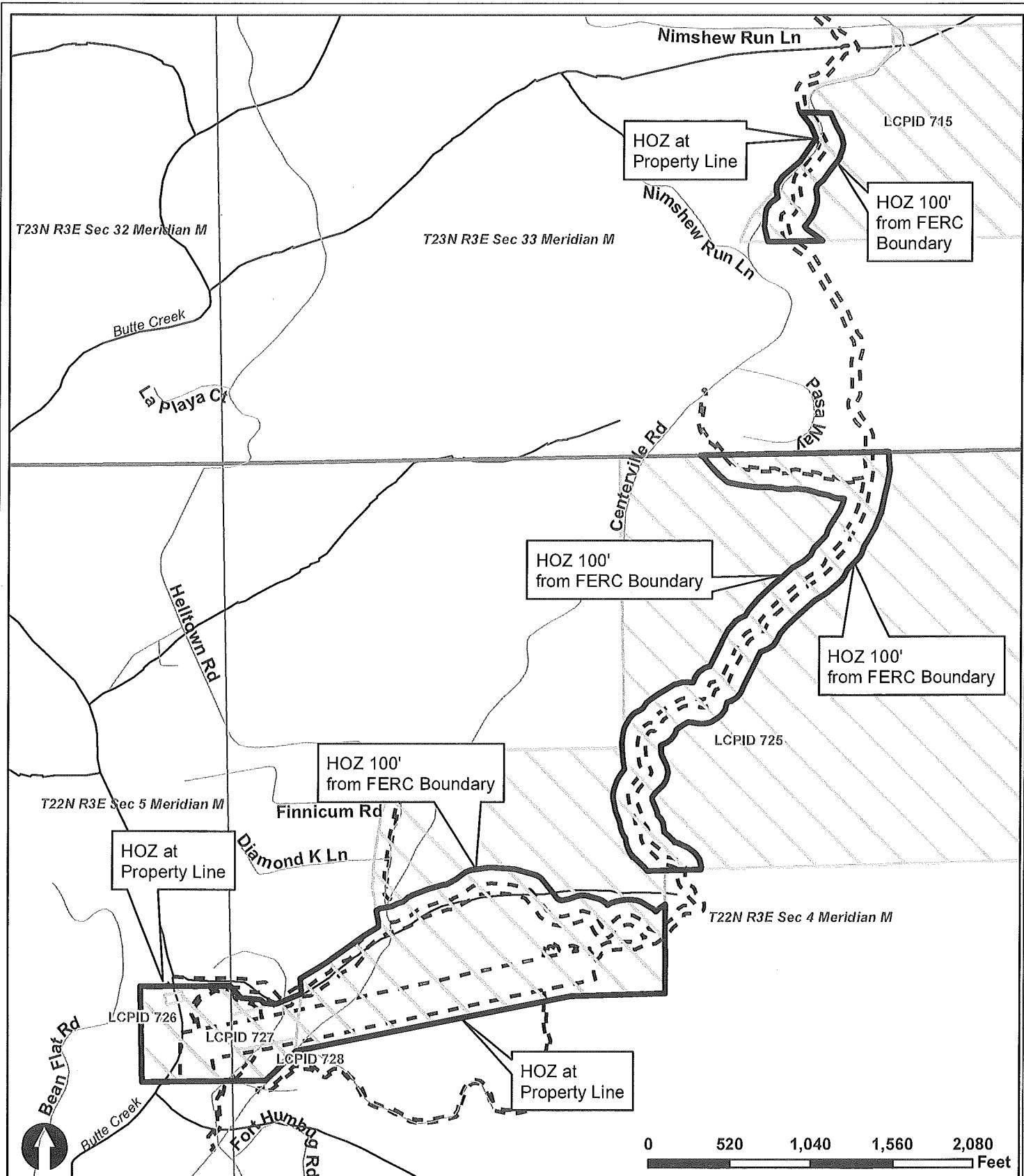


Exhibit G Butte Creek Map 6

Hydro Operating Zone (HOZ)

Sheet 6 of 6
Revised 2/15/2018

- HOZ
- FERC Boundary
- LCP

EXHIBIT H

Express Third Party Uses and Third Party Use Agreements

1. Express Third Party Uses

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

2. Third Party Use Agreements

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

a. [Commercial Resort Lease between Grantor and Pacific Service Employees Association] [License Agreement dated June 22, 2000 between Grantor and Pacific Service Employees Association, as amended by a First Amendment to License Agreement dated August 2, 2006, a Second Amendment to License Agreement dated August 1, 2010, and a Third Amendment to License Agreement dated _____]¹.

b. The following:

[Update PTR exceptions prior to execution]

1. RIGHTS OF THE PUBLIC AND OF THE COUNTY OF BUTTE, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN ANY PUBLIC ROAD.
2. AN EASEMENT OVER SAID LAND FOR THE RIGHT TO CONSTRUCT A DITCH AND INCIDENTAL PURPOSES, AS RESERVED BY C.H. HINTZ AND ADA HINTZ, IN INSTRUMENT RECORDED MAY 12, 1902, IN BOOK 62 OF DEEDS, PAGE 312.

AFFECTS: PARCEL 22

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

3. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN

¹ Term of the 2000 license per the second amendment has expired. An amendment or replacement of the old license needs to be executed. The Commercial Resort Lease would replace the 2000 License and will be referenced if it is approved by the California Public Utilities Commission. Note also that the 2000 License Agreement states that it replaced the 1995 License Agreement.

DEED RESERVED BY W.P. LYNCH AND KATHERINE LYNCH (HIS WIFE), RECORDED JANUARY 05, 1903, AS BOOK 69 OF DEEDS, PAGE 182 AND IN DEED RESERVED BY O.F. MARTIN, RECORDED MARCH 31, 1902, AS BOOK 62 OF DEEDS, PAGE 259.

MINERAL RIGHTS NOT SHOWN FURTHER.

AFFECTS PARCELS 12, 15, AND 17

4. AN EASEMENT OVER SAID LAND FOR RIGHT OF WAY ACROSS THE PREMISES HEREBY CONVEYED, TO OTHER LANDS OWNED BY THEM, FROM THE PUBLIC HIGHWAY, AS IT NOW RUNS, WHERE SUCH RIGHT OF WAY WILL NOT INTERFERE WITH THE WORKS AND OPERATIONS OF THE GRANTEE HEREIN OR ITS SUCCESSORS AND INTERESTS AND INCIDENTAL PURPOSES, AS RESERVED BY W.P. LYNCH AND KATHERINE LYNCH (HIS WIFE), IN INSTRUMENT RECORDED JANUARY 05, 1903, IN BOOK 69 OF DEEDS, PAGE 182 AND RESERVED BY O.F. MARTIN IN INSTRUMENT RECORDED MARCH 31, 1902, IN BOOK 62 OF DEEDS, AT PAGE 259.

AS TO PARCELS 12 AND 15

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

5. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY MAINTAINING AND USING A LOGGING ROAD OR ROADS, AND OF ESTABLISHING, CREATING, MAINTAINING AND USING A WATER DITCH OR WATER DITCHES AND INCIDENTAL PURPOSES, AS RESERVED BY THE DIAMOND MATCH COMPANY, IN INSTRUMENT RECORDED APRIL 12, 1905, IN BOOK 76 OF DEEDS, PAGE 292 .

AS TO PARCEL 13

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

6. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN DEED EXECUTED BY ROSA HUPP, RECORDED MAY 12, 1906, AS BOOK 95 OF DEEDS, PAGE 83 .

AS TO PARCEL 14

MINERAL RIGHTS NOT SHOWN FURTHER.

7. THE EFFECT OF A PORTION OF PARCEL 1 HEREIN DESCRIBED HAVING BEEN SUBDIVIDED AND NOW KNOWN AS "HUPP SUBDIVISION", ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, AUGUST 2, 1948 IN MAP BOOK "16" AT PAGE 30.

AS TO PARCEL 1

8. AN EASEMENT OVER SAID LAND FOR ELECTRICAL AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, IN INSTRUMENT RECORDED MARCH 25, 1949, IN BOOK 492, PAGE 487, OFFICIAL RECORDS.

AS TO PARCEL 1

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

9. AN EASEMENT OVER SAID LAND FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF BUTTE, IN INSTRUMENT RECORDED NOVEMBER 29, 1949, IN BOOK 288, PAGE 140, OFFICIAL RECORDS.

AS TO PARCEL 1

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

10. AN EASEMENT OVER SAID LAND FOR A ROAD AND INCIDENTAL PURPOSES, AS RESERVED BY ROSALIE H. BALDWIN, A WIDOW, JANE E. RUGH AND RALPH RUGH, WIFE AND HUSBAND, GEORGE G. HUPP, A WIDOWER, AND RALPH L. HUPP AND FAYE HUPP, HUSBAND AND WIFE, IN INSTRUMENT RECORDED APRIL 02, 1951, IN BOOK 554, PAGE 471, OFFICIAL RECORDS.

AS TO PARCEL 1

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

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

11. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN DEED EXECUTED BY ROSALIE H. BALDWIN, A WIDOW, JANE E. RUGH AND RALPH RUGH, WIFE AND HUSBAND, GEORGE G. HUPP, A WIDOWER, AND RALPH L. HUPP AND FAYE HUPP, HUSBAND AND WIFE, RECORDED APRIL 02, 1951, AS BOOK 554, PAGE 471, OFFICIAL RECORDS.

AS TO PARCEL 1

MINERAL RIGHTS NOT SHOWN FURTHER.

12. AN EASEMENT OVER SAID LAND TO LOCATE, CONSTRUCT, RELOCATE, MAINTAIN, CONTROL AND REPAIR A ROADWAY AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED DECEMBER 01, 1971, IN BOOK 1716 PAGE 486, OFFICIAL RECORDS.

AFFECTS: PARCEL 5, 17 AND 18; A.P.N. 065-060-01,02, 03, 065-010-31, 30 PORTION AND 71

PGE#2123-03-0533

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

13. AN EASEMENT OVER SAID LAND TO LOCATE, CONSTRUCT, RELOCATE, MAINTAIN, CONTROL AND REPAIR A ROADWAY AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED NOVEMBER 12, 1973, IN BOOK 1874 PAGE 111, OFFICIAL RECORDS.

AFFECTS: PARCEL 6, APN 063-010-73 PORTION

PGE# 2123-03-0535

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

14. AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A GRAVEL ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO RAYMOND B. VELLIQUETTE AND ROSELLA A. VELLIQUETTE, IN DEED RECORDED SEPTEMBER 07, 1978, IN BOOK 2322 PAGE 180, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 1, APN 065-010-82 PORTION

PGE#2123-03-0682

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

15. AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN, AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO JAMES A. BILLUPS, IN DEED RECORDED SEPTEMBER 16, 1981, IN BOOK 2657 PAGE 522, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 1, APN 065-010-82

PGE#2123-03-0806

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

16. AN EASEMENT OVER SAID LAND TO CONSTRUCT, MAINTAIN AND USE A ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO JOHN CARL BILLUPS AND VICKI LYNN BILLUPS, IN DEED RECORDED SEPTEMBER 10, 1982, IN BOOK 2754 PAGE 5, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 1, PORTION APN 065-01-82

PGE# 2123-03-0831

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

17. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT ENTITLED "AGREEMENT", BY AND BETWEEN LOIS H. COLMAN, JOHN M. KITCHEN, CHARLES R. KITCHEN, AND PACIFIC GAS AND ELECTRIC COMPANY, RECORDED DECEMBER 27, 1982, IN BOOK 2781 PAGE 419, OFFICIAL RECORDS.

AFFECTS PORTION PARCEL 20, APN 017-040-013 PORTION

PGE# 2122-03-2479

18. AN EASEMENT OVER SAID LAND FOR TO INSTALL, MAINTAIN AND OPERATE A SINGLE UNDERGROUND WATER LINE AND INCIDENTAL PURPOSES, AS GRANTED TO LOIS H. COLMAN, ET AL, IN DEED RECORDED NOVEMBER 03, 1983, IN BOOK 2880 PAGE 444, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL 20, APN 017-040-013 PORTION

PGE#2122-03-2518

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

19. AN EASEMENT OVER SAID LAND FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, AS CONDEMNED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION NO. CIV-S-92 1197 WBS GGH, IN FAVOR OF ENERGY GROWTH PARTNERSHIP I, A LIMITED PARTNERSHIP, IN INSTRUMENT RECORDED AUGUST 17, 1992, IN INSTRUMENT NO. 92-036794, OFFICIAL RECORDS.

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

20. AN EASEMENT OVER SAID LAND TO ERECT, CONSTRUCT, RECONSTRUCT, REPLACE, REMOVE, MAINTAIN AND USE SUCH AERIAL AND UNDERGROUND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC BELL, IN DEED RECORDED FEBRUARY 17, 1993, INSTRUMENT NO. 93-006677, OFFICIAL RECORDS.

AFFECTS: PORTION PARCEL NO. 5, 12, 17 AND 18, A.P.N. 065-060-01, 02, 03, 08, 065-010-071, 30, 31, 32

PGE#2123-03-0988

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

21. AN EASEMENT OVER SAID LAND FOR A TUNNEL EASEMENT 100 FEET IN WIDTH, TO CONSTRUCT AND USE A TUNNEL 12 FEET IN DIAMETER FOR THE CARRIAGE OF WATER FOR POWER GENERATING PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO ENERGY GROWTH PARTNERSHIP I, A CALIFORNIA LIMITED PARTNERSHIP, IN DEED RECORDED NOVEMBER 01, 1993, INSTRUMENT NO. 93-48337, OFFICIAL RECORDS.

AFFECTS: PORTION PARCELS 5 AND 19, PORTION APN 065-010-72, 36, 30, 71, 31 AND 32

PGE#2123-03-1004

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

22. AN EASEMENT OVER SAID LAND FOR A 60 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND A 30 FOOT EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, AS GRANTED TO PAUL LOFTON VANDEGRIFT, SUCCESSOR TRUSTEE OF THE L.B. VANDEGRIFT TRUST, DATED JANUARY 24, 1991, IN INSTRUMENT RECORDED SEPTEMBER 20, 2016, IN INSTRUMENT NO. 2016-0035241, OFFICIAL RECORDS.

AFFECTS: PARCELS 1 AND 12

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

EXHIBIT I

Permitted Uses

The following are Permitted Uses:

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

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 maintain, repair, improve, replace and reconstruct, the existing dwellings, docks, restrooms, picnic area, campground, pump house, pool and associated improvements, on the Property in their existing location, within their existing footprints and without a substantial increase in height. In addition, the expansion of the foregoing improvements of the Property beyond their existing footprints and/or with an increase in height shall be a Permitted Use if such expansion is approved by Grantor under the applicable Third Party Use Agreement, does not constitute a Required Action, and is 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: Butte Creek 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 Northern California Regional Trust. You specified the subject property is located in Butte County and described by SBE numbers:

| | | | |
|-----------|------------|------------|------------|
| 135-4-4-2 | 135-4-4-8 | 135-4-4F-3 | 135-4-44-2 |
| 135-4-4-4 | 135-4-4-10 | 135-4-4G-1 | 135-4-49-1 |
| 135-4-4-5 | 135-4-4-11 | 135-4-4H-1 | |
| 135-4-4-6 | 135-4-4F-1 | 135-4-4H-2 | |
| 135-4-4-7 | 135-4-4F-2 | 135-4-5A-1 | |

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 Butte Creek Retained

| WITHIN A MILE MAILING | | CARE OF | MAIL ADDRESS | CITY, STATE & ZIP CODE |
|----------------------------------------------------------|--------------------------------|------------------------|---------------------|-----------------------------------|
| OWNER | | | | |
| See Attached | | | | |
| | | | | |
| | | | | |
| WATER AGENCY MAILING | | | | |
| Del Oro Water Company | | 14147 Lakeridge Circle | | Magalia, Ca 95954 |
| Butte Water District | | 735 Virginia St. | | Gridley, Ca 95948 |
| | | | | |
| OTHER COUNTY AND SPECIAL DISTRICTS | | | | |
| None | | | | |
| | | | | |
| BOARD OF SUPERVISORS MAILING | | | | |
| The Honorable Bill Connelly, District 1 | Butte County Board of Supervis | 747 Elliot Rd. | | Paradise, Ca 95969 |
| The Honorable Larry Wahl, District 2 | Butte County Board of Supervis | 747 Elliot Rd. | | Paradise, Ca 95969 |
| The Honorable Maureen Kirk, District 3 | Butte County Board of Supervis | 747 Elliot Rd. | | Paradise, Ca 95969 |
| The Honorable Steve Lambert, District 4 | Butte County Board of Supervis | 747 Elliot Rd. | | Paradise, Ca 95969 |
| The Honorable Doug Teeter, District 5 | Butte County Board of Supervis | 747 Elliot Rd. | | Paradise, Ca 95969 |
| | | | | |
| CITIES/TOWNS AFFECTED MAILING | | | | |
| None | | | | |
| | | | | |
| NATIVE AMERICAN TRIBAL MAILING | | | | |
| Berry Creek Rancheria of Maidu Indians | James Edwards, Chairperson | #5 Tyme Way | | Oroville, CA 95966 |
| Butte Tribal Council | Ren Reynolds | 1671 Mount Ida Rd. | | Oroville, CA 95966 |
| Enterprise Rancheria of Maidu Indians | Glenda Nelson, Chairperson | 2133 Monte Vista Ave | | Oroville, CA 95966 |
| Greenville Rancheria of Maidu Indians | Kyle Self, Chairperson | PO Box 279 | | Greenville, Ca 95947 |
| KonKow Valley Band of Maidu | Wallace Clark-Wilson, Chairper | P.O. Box 5850 | | Oroville, CA 95966 |
| Maidu Cultural and Development Group | Lorena Gorbet | PO Box 426 | | Greenville, Ca 95947 |
| Mooretown Rancheria of Maidu Indians | Benjamin Clark, Chairperson | #1 Alverda Drive | | Oroville, CA 95966 |
| | | | | |
| INDIVIDUALS & ENTITIES WHO SUBMITTED COMMENTS | | | | |
| William & Kathleen Rue | | 1540 Glen Canyon Rd | | Santa Cruz, Ca 95060 |
| Rick Stemple | | 2105 E 8th St. | | Chico, Ca 95928 |
| Chris Wemmer | | 6125 Tom's Trail | | Magalia, Ca 95954 |
| Wayne A. Bentley | | 14916 Nimshew Rd. | | Magalia 95954 |
| Stephen Sayre | | 6802 Rexdale Ln | | Paradise 95969 |

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

| | | | |
|--------------------------------------------------------------------------|-------------|------------------------|-------------|
| Gordon Wolfe | | 5376 Nimshew Run Ln | Chico 95928 |
| Kris Nikolauson | e-mail only | santakrisnik@gmail.com | |
| Coral Love | e-mail only | coralloveht@gmail.com | |
| Tom Ryder | e-mail only | rustyboyrider@aol.com | |
| Len Lancy | e-mail only | emillancy@att.net | |
| Michael White | e-mail only | whiteml13@icloud.com | |
| Roger & Helen Ekins | e-mail only | EkinsRo@butte.edu | |
| | | | |
| INDIVIDUALS & ENTITIES WHO SPOKE AT BOARD MEETING ON (5/2/18) | | | |
| None | | | |
| | | | |
| OTHER ORGANIZATIONS THAT SUBMITTED LSP | | | |
| Bureau of Land Management | | | |
| California Department of Fish and Wildlife | | | |
| | | | |

Butte Creek Within A Mile Mailing List

| | | |
|--------------------------------------------------------------|----------------|----------------------------|
| ROBERT LOUIS & LINDA LOUISE ZANETTI | BOX 204 | SODA SPRINGS CA 95728 |
| DANNY FERGUS | BOX 451 | FOREST RANCH CA 95942 |
| DEL ORO WATER CO INC | DRAWER 5176 | CHICO CA 95927 5176 |
| BERGER TRUST | HC 82 BOX 1129 | DUCK CREEK VILLAG UT 84762 |
| KATHERINE F OKELLEY | P O BOX 1041 | MAGALIA CA 95954 |
| DONALD ALLEN EATON | P O BOX 1072 | MAGALIA CA 95954 1072 |
| STEVEN D & PATRICIA J JONES | P O BOX 1097 | MAGALIA CA 95954 |
| NICHOLAS & MARILYN FIORENZA | P O BOX 1126 | MAGALIA CA 95954 |
| LUCAS BRY'S | P O BOX 1159 | MAGALIA CA 95954 |
| DOREEN A FOGLE | P O BOX 1388 | MAGALIA CA 95954 |
| KIMBERLY IRREVOCABLE BARRETT | P O BOX 1398 | MAGALIA CA 95954 |
| HOWARD PAUL | P O BOX 142 | FOREST RANCH CA 95942 |
| DAVID & MYRNA FERGUSON | P O BOX 145 | FOREST RANCH CA 95942 |
| GASH FAMILY TRUST | P O BOX 1720 | MAGALIA CA 95954 |
| WILLIAM DERBY LLC | P O BOX 1733 | PARADISE CA 95967 1733 |
| ROBERTA OLNEY | P O BOX 174 | MEADOW VALLEY CA 95956 |
| MICHAEL W & PATRICIA L MCCARTY | P O BOX 1755 | MAGALIA CA 95954 |
| JOHN F BESSOLO | P O BOX 186 | RODEO CA 94572 186 |
| MARIE G LEE | P O BOX 187 | MAGALIA CA 95954 |
| A & C BRUTSMAN | P O BOX 2073 | PARADISE CA 95967 |
| BERTRAM F RUDOLPH | P O BOX 2302 | CARMEL CA 93921 |
| GARY B MILLER | P O BOX 244 | MAGALIA CA 95954 |
| WILLIAM EDWIN MCLELLAN | P O BOX 31 | FOREST RANCH CA 95942 |
| JOHN & LOLA PACHECO | P O BOX 313 | MAGALIA CA 95954 |
| MCKAY FAMILY TRUST | P O BOX 328 | MAGALIA CA 95954 |
| MCADAMS FAMILY TRUST | P O BOX 3548 | CHICO CA 95927 |
| DORIS A DODD | P O BOX 3595 | CHICO CA 95927 |
| CHARLES & SUSAN JT EPPERSON | P O BOX 36 | FOREST RANCH CA 95942 |
| JOHN GARY MARTONE | P O BOX 361 | FOREST RANCH CA 95942 |
| JON HOLMES | P O BOX 421 | FOREST RANCH CA 95942 |
| PICKETT FAMILY LIVING TRUST | P O BOX 447 | MAGALIA CA 95954 |
| HOWARD ALFRED J FAMILY REVOCABLE LIV HOWARD ALFRED J TRUSTEE | P O BOX 449 | MAGALIA CA 95954 449 |
| CHRISTOPHER A HILL | P O BOX 4821 | CHICO CA 95927 |
| SIERRA PACIFIC INDUSTRIES | P O BOX 496014 | REDDING CA 96049 |
| DEBRA LOUISE & LUKSIC MATTHEW REV HC | P O BOX 501 | FOREST RANCH CA 95942 |
| ROGER L & JENNIFER L NICHOLS | P O BOX 512 | PARADISE CA 95967 |
| ELMER RAY & BETTY JEAN HOPPER | P O BOX 525 | MAGALIA CA 95954 |
| VESELY FAMILY TRUST | P O BOX 560 | MAGALIA CA 95954 566 |
| VESELY FAMILY TRUST | P O BOX 560 | MAGALIA CA 95954 560 |
| JINE WILLIAMS | P O BOX 563 | MAGALIA CA 95954 |
| DONALD L WALICK | P O BOX 575 | MAGALIA CA 95954 |
| RODRIGUES LIVING TRUST | P O BOX 596 | MAGALIA CA 95954 596 |
| CARLON LIVING TRUST | P O BOX 613 | FOREST RANCH CA 95942 613 |
| JACK & KATHY HAWKINS | P O BOX 621 | MAGALIA CA 95954 |
| DON LEE & ELIZABETH DAWN HANKINS | P O BOX 627 | FOREST RANCH CA 95942 |
| MICHAEL S & CYNTHIA J VINE | P O BOX 631 | FOREST RANCH CA 95942 |
| MICHAEL & SHARYN L SELLAND | P O BOX 637 | MAGALIA CA 95954 637 |
| SHAWN V & VICKIE L REGIER | P O BOX 656 | MAGALIA CA 95954 656 |
| NETTLES JOHN SEPARATE PROPERTY | P O BOX 701 | FOREST RANCH CA 95942 |
| JURGENSON FAMILY TRUST | P O BOX 707 | MAGALIA CA 95954 |
| CHARLES W & DARCY J STODDARD | P O BOX 756 | MAGALIA CA 95954 |
| PACIFIC GAS & ELECTRIC CO | P O BOX 770000 | SAN FRANCISCO CA 94177 |
| DIANE EISERMANN | P O BOX 774 | PARADISE CA 95967 |
| PAUL & TONIA SHELLEY | P O BOX 882 | MAGALIA CA 95954 |
| LARRY E & DEBRA L COONROD | P O BOX 890 | MAGALIA CA 95954 |
| C W CHASE | P O BOX 9253 | CHICO CA 95927 |
| ROGER W & DIANE E WESTMAN | P O BOX 95 | FOREST RANCH CA 95942 |
| TAMELA & LAWRENCE ROEBUCK | P.O. BOX 1127 | MAGALIA CA 95954 |
| ESPINOSA HOLLINGWORTH | P.O. BOX 307 | FOREST RANCH CA 95942 307 |
| TIMOTHY R JOHNSON | P.O. BOX 370 | PARADISE CA 95967 |
| STEPHEN P JOHNSON | PO BOX 1009 | MAGALIA CA 95954 |
| DIANA W MCCUSKEY | PO BOX 102 | FOREST RANCH CA 95942 |
| JUDY A SISSON | PO BOX 1027 | MAGALIA CA 95954 |
| TIMOTHY SCOTT & CARA HOBBS GATES | PO BOX 1039 | MAGALIA CA 95954 1039 |
| ABIGAIL M MACDONALD | PO BOX 1041 | MAGALIA CA 95954 |
| KENNETH R & JUDITH D PORTLOCK | PO BOX 1045 | MAGALIA CA 95954 1045 |
| RUSSELL L & JAYNE FRANCK | PO BOX 1051 | MAGALIA CA 95954 1051 |
| LORI & ROGER CORBIN | PO BOX 1071 | MAGALIA CA 95954 1071 |
| GREGORY W FAGEN | PO BOX 1085 | CHICO CA 95927 |
| LES STANTON | PO BOX 1086 | MAGALIA CA 95954 1086 |
| CORINNE E SCHWARTZ | PO BOX 1095 | YUBA CITY CA 95992 |
| ARLENE C & DAVID R ARCHIBEQUE | PO BOX 1098 | MAGALIA CA 95954 |
| BRUCE A BALDWIN | PO BOX 1101 | PARADISE CA 95967 |
| CHARLOTTE M TAFT | PO BOX 1102 | MAGALIA CA 95954 1102 |
| DAVID A COVERT | PO BOX 112 | MAGALIA CA 95954 112 |
| JUNE D ADAMS | PO BOX 1121 | MAGALIA CA 95954 1121 |
| CRYSTAL L COLFLESH | PO BOX 113 | FOREST RANCH CA 95942 |
| CATHERINE CLOSSON & TRUMAN H VANCE | PO BOX 1146 | MAGALIA CA 95954 |

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| DAVID C & PAMELA A JT MARLER | WHITE PAULA A | PO BOX 1148 | MAGALIA CA 95954 1148 |
| WADE E HAVENS | C/O SMITH ROBERT & MARYSE TRUSTEES | PO BOX 1156 | MAGALIA CA 95954 |
| ROBERT & MARYSE SMITH | C/O EDWARDS ROBERT B & HELOWAY BEATRIX R TRUSTEES | PO BOX 1189 | MAGALIA CA 95954 1189 |
| EDWARDS-HELOWAY FAMILY TRUST | | PO BOX 1192 | MAGALIA CA 95954 |
| RAY D & KATHRYN M KNAPP | | PO BOX 1195 | SANTA CLARA CA 95052 |
| TRACY L & SUSAN E WILSON | | PO BOX 1217 | MAGALIA CA 95954 |
| ANDREW & SELENA A LOGAN | | PO BOX 122 | FOREST RANCH CA 95942 |
| CHRISTINE C STAMPS | C/O STAMPS CHRISTINE C TRUSTEE | PO BOX 124 | PARADISE CA 95967 124 |
| DAVID REED & CARLA LEE GRESLIE | C/O NANCY MCVEIGH BKPG | PO BOX 1243 | MAGALIA CA 95954 |
| MICHAEL & CAROLYN R PICKARD | | PO BOX 1276 | MAGALIA CA 95954 |
| MIKE T & LINDA M JT MANION | | PO BOX 1276 | PARADISE CA 95967 1276 |
| MICHAEL J OAKLEY | | PO BOX 1281 | ALAMO CA 94507 1281 |
| AUGROS COMMUNITY | AUGROS WILLIAM A & CATHERINE R TRUSTEES | PO BOX 130 | FOREST RANCH CA 95942 130 |
| MARK & ESTHER TIEDEMANN | | PO BOX 1300 | MAGALIA CA 95954 |
| MIKE J & SANDRA R HANSBROUGH | | PO BOX 132 | FOREST RANCH CA 95942 |
| MARK & CLAUDIA CADERO | | PO BOX 1320 | PARADISE CA 95967 |
| GUILD DE SABLA | C/O LAWHUN NICOLE M | PO BOX 1333 | MAGALIA CA 95954 |
| L B VANDEGRIFT | C/O VANDEGRIFT PAUL LOFTON TRUSTEE | PO BOX 1335 | MAGALIA CA 95954 |
| BAKER FAMILY TRUST | C/O BAKER PAUL M & HELENE A TRUSTEES | PO BOX 1341 | PARADISE CA 95967 1341 |
| ANTHONY POPOVICH | | PO BOX 1353 | MAGALIA CA 95954 |
| HELEN REV POPOVICH | | PO BOX 1353 | MAGALIA CA 95954 |
| KATHIE LEE LITTLE | | PO BOX 1358 | MAGALIA CA 95954 1358 |
| MICHAEL S CONNOLY | C/O CONNOLY MICHAEL S TRUSTEE | PO BOX 1363 | CHICO CA 95927 1363 |
| RANDY & HEIDI ANN LUTEY | | PO BOX 1382 | CHICO CA 95927 |
| TIFFANY RUSSELL | WELMAS RAYMOND | PO BOX 1411 | MAGALIA CA 95954 |
| ELZBIETA K WOLFF | FAY LINDA D | PO BOX 1419 | MAGALIA CA 95954 1419 |
| KIRBY TRUST | C/O KIRBY ROBERT L & DARLENE J TRUSTEES | PO BOX 1427 | MAGALIA CA 95954 |
| RHONDA LEE ROSS | C/O ROSS RHONDA LEE TRUSTEE | PO BOX 1433 | PARADISE CA 95967 1433 |
| FRANK & KAREN ROBERTSON | C/O ROBERTSON FRANCIS S & KAREN S TRUSTEES | PO BOX 1434 | MAGALIA CA 95954 1434 |
| GAUTHIER FAMILY TRUST | C/O GAUTHIER MARK J & ELLA I TRUSTEES | PO BOX 1441 | PARADISE CA 95967 |
| WILLIAM KINCHELOE | | PO BOX 1446 | MAGALIA CA 95954 1446 |
| BYRON ERIK & SHANNON BRICKY | | PO BOX 1475 | MAGALIA CA 95954 |
| LARRY GENE & CINDEE MAE CARPENTER | | PO BOX 1477 | MAGALIA CA 95954 1477 |
| CREDIT SHELTER DOWNING | C/O DOWNING MARIANNE L TRUSTEE | PO BOX 148 | FOREST RANCH CA 95942 148 |
| BETTY J GATES | GATES PRISCILLA REVOCABLE ITNER VIVOS TRUST | PO BOX 1486 | MAGALIA CA 95954 |
| JOE H PLILER | | PO BOX 150 | MAGALIA CA 95954 150 |
| BERTON JAY STICKEL | | PO BOX 1550 | PARADISE CA 95967 |
| GEORGE A SILVA | | PO BOX 1582 | MAGALIA CA 95954 |
| DOUGLAS & TAMARA DAWSON | | PO BOX 1592 | MAGALIA CA 95954 |
| BRYAN & DANIELLE PARADEE | | PO BOX 1593 | MAGALIA CA 95954 |
| SWEDE DEAN & STEFANIE MICHELE HANSKI | | PO BOX 1621 | MAGALIA CA 95954 |
| SCOTLAND O CLARK | | PO BOX 1660 | PARADISE CA 95967 |
| BARBARA MICHELS | | PO BOX 1667 | MAGALIA CA 95954 1667 |
| DAVID JOHN & EMIKO H WILSON | | PO BOX 1669 | MAGALIA CA 95954 1669 |
| BRUCE & CAROL GUY | | PO BOX 1699 | MAGALIA CA 95954 1699 |
| FREDERICK J & DONNA E BLAND | | PO BOX 17 | MAGALIA CA 95954 17 |
| CYNTHIA M KRITIKOS | | PO BOX 1706 | PARADISE CA 95967 1706 |
| HAVEN REVOCABLE TRUST | C/O HAVEN THOMAS C & LORI A TRUSTEES | PO BOX 173 | MAGALIA CA 95954 |
| REX L & MARIE BRINAR | | PO BOX 1735 | MAGALIA CA 95954 1735 |
| STAN C FISCHER | | PO BOX 1740 | MAGALIA CA 95954 1740 |
| WINDER TRUST | WINDER JOHN R & JUDY L TRUSTEES | PO BOX 1741 | MAGALIA CA 95954 1741 |
| SARAH L TEALL | CANTER-TEALL BONNIE | PO BOX 1769 | MAGALIA CA 95954 |
| VICTOR CRAIG BELLER | | PO BOX 1799 | PARADISE CA 95967 |
| THERESA R & MICHAEL W COLE | | PO BOX 1812 | MAGALIA CA 95954 |
| BRANDY & ABIGAIL P BRUCE-SHARP | | PO BOX 1817 | MAGALIA CA 95954 |
| GARY DETWILER | | PO BOX 1856 | MAGALIA CA 95954 |
| DALE DAVIS | C/O DAVIS STEEL SUCC TRUSTEE | PO BOX 1954 | PARADISE CA 95967 1954 |
| PERRY REVOCABLE TRUST ESTATE | C/O SUE WETTERHAWN | PO BOX 2097 | KINGS BEACH CA 96143 2097 |
| HARWOOD T & JANE DAVIS NELSON | C/O NELSON HARWOOD T & JANE DAVIS TRUSTEES | PO BOX 215575 | SACRAMENTO CA 95821 |
| LEANNA JO TAYLOR | | PO BOX 22268 | SACRAMENTO CA 9582 268 |
| LEIA BILADEAU | | PO BOX 232 | MAGALIA CA 95954 232 |
| PAT D ROBINSON | | PO BOX 245 | FOREST RANCH CA 95942 |
| JAMES & SUSIE ALLEN | | PO BOX 2604 | FAIRFIELD CA 94533 260 |
| MARTHA LUCIA & JASON WEAVER JAEGER | | PO BOX 261 | FOREST RANCH CA 95942 |
| ALPINE SIERRA LLC | | PO BOX 2612 | OROVILLE CA 95965 |
| JACOB FAMILY TRUST | C/O JACOB ROBERT E & JEANNINE E TRUSTEES | PO BOX 2687 | PAHRUMP NV 89041 |
| DENNIS RAY & HELEN WEYNAND | | PO BOX 28 | TARPLEY TX 78883 |
| JILL K JENSEN | C/O JENSEN JILL K TRUSTEE | PO BOX 2872 | PARADISE CA 95967 |
| HOWARD W & VALERIE J PAUL | | PO BOX 291 | FOREST RANCH CA 95942 |
| THOMAS G PEPITONE | | PO BOX 291 | MAGALIA CA 95954 |
| VALERIE JO PAUL | | PO BOX 291 | FOREST RANCH CA 95942 |
| OZ ZIEDENBERG | | PO BOX 292 | FOREST RANCH CA 95942 |
| BRADLEY & JEANNIE WEIL | | PO BOX 296 | FORT JONES CA 96032 |
| WILLIAM M & DEBORAH CAREY WATT | | PO BOX 299 | MAGALIA CA 95954 |
| HOLLINGWORTH-ESPINOSA LIVING TRUST | HOLLINGWORTH JOHN LEE & ESPINOSA ANNIE TRUSTEES | PO BOX 307 | FOREST RANCH CA 95942 307 |
| JAMES DOUGLAS & ARLENE GRACE RIPLEY | | PO BOX 311 | ST DAVID AZ 85630 |
| SUZANNE WAKIM | SETZCHEN PETER HORST (TOD BENE) | PO BOX 3127 | PARADISE CA 95967 |
| KENNETH A & JEAN M REV COUCH | C/O COUCH KENNETH & JEAN TRUSTEES | PO BOX 3166 | PARADISE CA 95967 |
| JACK E CLAAR | CLAAR VALARIE REVOCABLE TRUST | PO BOX 3179 | PARADISE CA 95967 |
| GREG BAKER | | PO BOX 321 | FOREST RANCH CA 95942 321 |

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| MARK A & NANCY L OTERO | | PO BOX 327 | OLIVEHURST CA 95961 |
| ALEXANDER K & FREVOLA CARLY MORRIS | | PO BOX 33 | FOREST RANCH CA 95942 |
| JOSEPH & ALEECE WALTON | | PO BOX 33 | MAGALIA CA 95954 |
| POTTHAST FAMILY TRUST | C/O POTTHAST CHRISTOPHER & CHRISTINE TRUSTEES | PO BOX 337 | PARADISE CA 95967 |
| DEBORAH KAY DUFFEY | C/O DUFFEY DEBORAH KAY TRUSTEE | PO BOX 35 | PARADISE CA 95967 |
| PETER R LAVIN | | PO BOX 351 | TRUCKEE CA 96160 |
| FOSDICK FAMILY TRUST | C/O BRANDALISE RON | PO BOX 3551 | TUSTIN CA 92781 |
| TIM R JOHNSON | C/O JOHNSON MAURINE- POA | PO BOX 370 | PARADISE CA 95967 |
| NO CALIF CONF ASSN SEVENTH DAY ADVEN | UPPER RIDGE S D A CHURCH | PO BOX 388 | MAGALIA CA 95954 |
| JAMES D & KIM K BONINI | | PO BOX 3937 | PARADISE CA 95967 3937 |
| MARK GREGOIRE | | PO BOX 4 | CHICO CA 95927 |
| LEE FAMILY TRUST | C/O LEE PETER R & GWYNETH A TRUSTEES | PO BOX 401 | FOREST RANCH CA 95942 401 |
| HYUNGW & AHN SUKYOUNG AN | | PO BOX 4033 | PARADISE CA 95967 |
| MARIA LAROCCA | | PO BOX 404 | FOREST RANCH CA 95942 |
| JAMES E DOAK | | PO BOX 420 | THREE FORKS MT 59752 |
| WILLIAM L KAUFFMAN | C/O KAUFFMAN WILLIAM | PO BOX 4253 | CHICO CA 95927 |
| CLINT E & DAWN R GARMAN | | PO BOX 439 | MAGALIA CA 95954 |
| JACOB HUGH & HEATHER L WALTON | | PO BOX 44 | MAGALIA CA 95954 |
| LYNELLE M JACKSON | REGINO FAUSTINO | PO BOX 453 | FOREST RANCH CA 95942 |
| HAROLD J & GERALDINE F MOODY | C/O MOODY GERALDINE F TRUSTEE | PO BOX 454 | MAGALIA CA 95954 454 |
| ENOCH A CRUMPTON | | PO BOX 46 | FELTON CA 95018 46 |
| MILO W & MARILYN A MUNDT | MUNDT MARILYN A TRUSTEE | PO BOX 471 | WHEATLAND CA 95692 471 |
| RICHARD O VAUGHN | C/O VAUGHN RICHARD O TRUSTEE | PO BOX 481 | FOREST RANCH CA 95942 |
| FRANK E & JUDITH K ARCHER | C/O ARCHER JUDITH K & CARDOZO SARA Vining TRUSTEES | PO BOX 484 | CHICO CA 95927 |
| STEPHEN J CUNNINGHAM | CLAUDIA HOSTETTER | PO BOX 494087 | REDDING CA 96049 |
| PRISCILLA DORVALL | | PO BOX 5022 | NIKOLAEVSK AK 99556 5022 |
| DOUGLAS J ANDRIESE | | PO BOX 505 | MAGALIA CA 95954 505 |
| ROGER L & JENNIFER L REV NICHOLS | C/O NICHOLS ROGER & JENNIFER TRUSTEES | PO BOX 512 | PARADISE CA 95967 |
| PHILIP JOHN & JUDITH PEAKE LAROCCA | | PO BOX 541 | FOREST RANCH CA 95942 541 |
| LAMBERT FAMILY TRUST | C/O LAMBERT PHILIP E & JILL N TRUSTEES | PO BOX 55 | NAPA CA 94559 |
| LARRY R & DANA L SPENCER SHUTE | | PO BOX 551 | FOREST RANCH CA 95942 551 |
| VICTOR GRAIG MASETTI | | PO BOX 553 | MAGALIA CA 95954 |
| MARTIN REVOCABLE INTER VIVOS TRUST | C/O MARTIN JAMES M & MARGARET B TRUSTEES | PO BOX 56 | MAGALIA CA 95954 |
| JEFFREY G VESELY CPA EE RETIREMENT PLAN FBO DIANE | | PO BOX 560 | MAGALIA CA 95954 |
| JODELL WILLIAMS | | PO BOX 566 | MAGALIA CA 95954 |
| DOROTHY J CARLSON | C/O CARLSON DOROTHY J TRUSTEE | PO BOX 6 | MAGALIA CA 95954 |
| BEVERLY NEWMAN | | PO BOX 611 | FOREST RANCH CA 95942 611 |
| RICHARD ARLEN & ELIZABETH SILVA JORDAN | | PO BOX 622 | MAGALIA CA 95954 |
| KNAPP LIVING SURVIVORS TRUST NO 1 | C/O KNAPP SUSANNE MARIE TRUSTEE | PO BOX 626 | MAGALIA CA 95954 |
| JANET L GRUENEWALD | | PO BOX 635 | FOREST RANCH CA 95942 |
| MARTHA J HERZBRUN | | PO BOX 65 | PARADISE CA 95967 65 |
| SCHNEIDER BRADFORD | C/O BRADFORD KEZIRAH & SCHNEIDER BRAD TTEES | PO BOX 651 | FOREST RANCH CA 95942 |
| MAEHL FAMILY REVOCABLE INTER VIVOS T | C/O MAEHL DAVID W & RHONDA J TRUSTEES | PO BOX 651 | MAGALIA CA 95954 651 |
| FRED B & DOROTHY A CP GIRALDEZ | | PO BOX 652 | MAGALIA CA 95954 652 |
| RANDY & JINI RASH | | PO BOX 6547 | CHICO CA 95927 |
| HOUSE FAMILY REVOCABLE INTER VIVOS T | C/O HOUSE DAVID & CHRIS TRUSTEES | PO BOX 659 | MAGALIA CA 95954 |
| FRANK H FERGUSON | C/O FERGUSON FRANK H TRUSTEE | PO BOX 67 | FOREST RANCH CA 95942 |
| FRANK A EGGEN | | PO BOX 6839 | SAN JOSE CA 95150 |
| THOMAS F NORMAN | | PO BOX 693 | FOREST RANCH CA 95942 |
| JESSE & CHRISTA MCCORD | | PO BOX 6966 | CHICO CA 95927 |
| MICHAEL & RHONDA MCCARTHY | MCCARTHY TED | PO BOX 704 | FOREST RANCH CA 95942 704 |
| IRENE LEWIS | | PO BOX 7076 | CHICO CA 95927 |
| PAIR-O-DICE CHAPTER E-CLAMPUS-VITUS | | PO BOX 711 | PARADISE CA 95967 711 |
| MICHAEL G & SHERI G FREEHART | | PO BOX 7163 | CHICO CA 95927 |
| TERRY R TAYLOR | C/O TAYLOR TERRY R TRUSTEE | PO BOX 727 | MAGALIA CA 95954 727 |
| HOPLER FAMILY TRUST | HOPLER NEIL R & JEAN M TRUSTEES | PO BOX 728 | MAGALIA CA 95954 728 |
| DESABLA COMMUNITIES VOLUNTEER FIREFMEN | | PO BOX 73 | MAGALIA CA 95954 73 |
| SCOTT E MILLER | MILLER COLTON EDWARD | PO BOX 741 | MAGALIA CA 95954 |
| ROY E & LUCY M REDNER | | PO BOX 743 | FOREST RANCH CA 95942 743 |
| AIMEE R FEW | | PO BOX 754 | FOREST RANCH CA 95942 |
| LINDA SUE GOLDEN | | PO BOX 767 | LOS ALTOS CA 94023 767 |
| MICHAEL R LEX | | PO BOX 7672 | CHICO CA 95927 7672 |
| CLOUDIA M HUNTER | | PO BOX 777 | REDWOOD ESTATES CA 95044 |
| THOMAS H & JUDY K RAMOS | | PO BOX 780 | CHICO CA 95927 780 |
| MARC ALAN MILLER | | PO BOX 782 | FOREST RANCH CA 95942 |
| NORMAN W & BEVERLY JEWETT | | PO BOX 8 | STIRLING CITY CA 95978 |
| BRIAN P CONRY | | PO BOX 804 | MAGALIA CA 95954 804 |
| CLARA M HOPPER | C/O HOPPER CLARA & FARRIMOND MYRA TRUSTEES | PO BOX 806 | MAGALIA CA 95954 |
| CAROLE A & WILLIAM LTRUST MORRISON | C/O MORRISON WILLIAM L TRUSTEE | PO BOX 808 | MAGALIA CA 95954 808 |
| JOHN M MADDRILL | | PO BOX 823 | FOREST RANCH CA 95942 |
| MICHAEL J NEVES | | PO BOX 83 | MAGALIA CA 95954 |
| GRONDAHL REVOCABLE TRUST | C/O GRONDAHL MARCEL | PO BOX 855 | MAGALIA CA 95954 |
| SUSANNE GILLEN | | PO BOX 8714 | CHICO CA 95927 |
| SHERI L BEESON | | PO BOX 875 | MAGALIA CA 95954 875 |
| LARRY J & JULIANN L YOUNG | | PO BOX 88 | MAGALIA CA 95954 |
| DAVID G & TERESA L COOPER | | PO BOX 932 | MAGALIA CA 95954 |
| RYAN D REICHE | | PO BOX 944 | FOREST RANCH CA 95942 |
| EQUITY TRUST COMPANY FBO ROBERT MICHAEL METZ | | PO BOX 96 | MAGALIA CA 95954 |
| BARRETT REVOCABLE INT VIV TRUST | C/O BARRETT DENNIS & ANNE TRUSTEES | PO BOX 98 | MAGALIA CA 95954 |
| THOMAS A & NICKOLEEN M SMITH | | PO BOX 99 | MAGALIA CA 95954 |

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| PARADISE PINES PROPERTY OWNERS ASSN INC | PO BOX PP | MAGALIA CA 95954 |
| SHANNON REED | 10050 GREATH HILLS TRL #716 | AUSTIN TX 78759 |
| ZACHARIAS B LEDET | 1020 WHOOPER WAY | SUISUN CITY CA 94585 2936 |
| KEVIN P & KIM M YOUNGBLOOD | 1022 BILLE RD | PARADISE CA 95969 |
| PATRICIA R CARTER | 1034 N LIDO ST | ANAHEIM CA 92801 |
| GORDON N & SALLY A SANTOS | 1036 CYPRESS POINT | MANSFIELD TX 76063 |
| GEORGE L CAMPBELL | 1036 SAGE ST | GRIDLEY CA 95948 |
| RICHARD M & MARY J OWEN | 1051 MAPLE PARK DR | PARADISE CA 95969 |
| GLENN TRUST | 11035 NEW AVE | GILROY CA 95020 9027 |
| GREGORY C & JANICE L DEPEW | 1123 W LAKEVIEW DR | GUTHRIE OK 73044 |
| ROBIN WILLIAMS | 113 ALMOND AVE | OROVILLE CA 95966 |
| GEORGE B & BETTY OCONNOR | 1134 MERIDIAN AVE | SO PASADENA CA 91030 3140 |
| HEYDEN VAN DER | 1141 E LOUISE AVE | WEST COVINA CA 91791 |
| VICTOR A & KELLY A SAUCERMAN | 11575 SE BROOKLYN ST | PORTLAND OR 97266 1726 |
| JONATHAN W & LAURALEE ENSIGN | 119 COCHISE CT | VACAVILLE CA 95688 |
| ROBERT L & ELIZABETH A MCDANIEL | 12 MIONE WAY | CHICO CA 95926 1557 |
| LYNN J HUBBARD | 12 WILLIAMSBURG LN | CHICO CA 95926 |
| COLEMAN W CHARLES | 1213 SHAFTER AVE | PACIFIC GROVE CA 93950 |
| LAURA MCLAUGHLIN | 1218 NE ELIZA DR | GRANTS PASS OR 97526 |
| HARD ROCK EXCAVATION LLC | 1222 DAYTON RD | CHICO CA 95928 |
| EILEEN SCHWARTZ | 1236 143RD AVE #A | SAN LEANDRO CA 94578 |
| LAROCQUE TRUST | 1239 VISTA DEL MONTE DR | MESQUITE NV 89027 |
| SILLER BROS INC | 1255 SMITH RD | YUBA CITY CA 95991 |
| JOSEPH RYAN | 12583 DOE MILL RD | FOREST RANCH CA 95942 |
| JAMES D FORD | 126 PENARANDA DR | FOLSOM CA 95630 |
| ERNEST G & JEANNE R CRIEZ | 126 TRENTON CIR | PLEASANTON CA 94566 |
| ANASUYA BASIL | 12603 DOE MILL RD | FOREST RANCH CA 95942 |
| DIANGO MATUMBI | 1261 HONEY RUN RD | CHICO CA 95928 |
| BARNES FAMILY TRUST | 1265 SAN ANTONIO CREEK RD | SANTA BARBARA CA 93111 |
| MIRANDA FAMILY LIVING TRUST | 1267 COOPER RD | SEBASTOPOL CA 95472 |
| PHILLIP WAYNE SMITH | 1280 ORCHARD WAY | CHICO CA 95928 |
| PHILIP J FRANTZ | 1280 WAGSTAFF #68 | PARADISE CA 95969 |
| MCINTYRE FAMILY TRUST ESTATE | 1280 WAGSTAFF RD #72 | PARADISE CA 95969 |
| TROY & JULIE CB DVA JESSEN | 12959 DOE MILL RD | FOREST RANCH CA 95942 |
| LAURIE A MILBURN | 130 CIELO LN | NOVATO CA 94949 |
| BAIRD E & MARLEE A LITHGOW | 13024 CENTERVILLE RD | CHICO CA 95928 |
| MIKE & KATHY WHITE | 1304 ARTESE CT | MODESTO CA 95355 |
| DEAN OTIS E & DIANA L FAMILY REVOCABL | 13079 BEAN FLAT RD | CHICO CA 95928 8803 |
| CLIFFORD FAMILY REVOCABLE TRUST | 13097 BEAN FLAT RD | CHICO CA 95928 |
| ROBERT D & SUSANNE L DANIELSON | 131 - 27TH AVE | SAN FRANCISCO CA 94121 |
| EUGENE SARS & BARBARA CLIFFORD | 13119 BEAN FLAT RD | CHICO CA 95926 |
| RICHARD SILVERA | 13139 CENTERVILLE RD | CHICO CA 95928 8331 |
| GARY L & MARGARETTE MEDEIROS | 1319 SAYRE ST | SAN LEANDRO CA 94579 2346 |
| MICHAEL RIGGS | 1323 HUMBOLDT AVE | CHICO CA 95928 |
| RAMON & KAREN LUCERO | 13259 CENTERVILLE RD | CHICO CA 95928 8875 |
| BOWMAN FAMILY LIVING TRUST | 13270 CENTERVILLE RD | CHICO CA 95928 |
| PHILLIP WAYNE SMITH | 13273 CENTERVILLE RD | CHICO CA 95928 |
| MILANI FAMILY TRUST A | 13291 CENTERVILLE RD | CHICO CA 95928 8875 |
| PALMARINI FAMILY TRUST | 13350 CENTERVILLE RD | CHICO CA 95928 |
| RAMIRO S TEJADA | 1336 S VAN NESS AVE | SAN FRANCISCO CA 94110 |
| BRENT FAMILY TRUST | 13363 HELLTOWN RD | CHICO CA 95928 |
| JAMES R & ELIZABETH WILLS | 13366 SHEEP HOLLOW CR RD | CHICO CA 95973 |
| HELEN A WILBUR | 13379 PASTEL LN | MOUNTAIN VIEW CA 94040 |
| CHURCH VANESSA | 13411 BEAN FLAT RD | CHICO CA 95928 8803 |
| BRIAN J MORTIARY | 13415 LILA LN | CHICO CA 95928 |
| ROCK STAR CHIMNEY | 13417 LILA LN | CHICO CA 95928 8884 |
| MYDRILLE F CAMPBELL | 13436 CENTERVILLE RD | CHICO CA 95928 |
| MILDRED E ROBERTS | 13454 CENTERVILLE RD | CHICO CA 95928 8800 |
| DOUGLAS W & CORAL LOVE | 13454 HELLTOWN RD | CHICO CA 95928 8845 |
| JASON S MCCORD | 13457 CENTERVILLE RD | CHICO CA 95928 |
| JASON & MEREDITH MCCORD | 13461 CENTERVILLE RD | CHICO CA 95928 8878 |
| FRED RODGERS | 1347 PEARSON RD | PARADISE CA 95969 |
| VESELY FAMILY TRUST | 13484 NIMSHEW RD | MAGALIA CA 95954 |
| BRUCE E & PAT SNYDER | 13495 NIMSHEW RD | MAGALIA CA 95954 |
| PAUL JAMES & CATHERINE A VESELY | 13500 NIMSHEW RD | MAGALIA CA 95954 |
| CENTERVILLE REC & HISTORICAL ASSN INC | 13548 CENTERVILLE RD | CHICO CA 95928 8800 |
| JAMES T & LILLIAN L DALEY | 13556 NIMSHEW RD | MAGALIA CA 95954 |
| THOMAS L & MICHELE A RIDER | 13570 A CENTERVILLE RD | CHICO CA 95928 |
| GRANT E PETERSON | 13600 HELLTOWN RD | CHICO CA 95928 8845 |
| DWIGHT H & PAULA K JT GRUMBLES | 13600 NIMSHEW RIDGE RD | MAGALIA CA 95954 |
| NATALIE J VEGEL | 13626 NIMSHEW RD | MAGALIA CA 95954 |
| THOMAS & SHARON BEVAN | 13640 NIMSHEW RD | MAGALIA CA 95954 |
| MARK A CANNIZZARO | 13644 LAYTON CT | MAGALIA CA 95954 |
| JUANITA M HUGHES | 13644 NIMSHEW RD | MAGALIA CA 95954 9665 |
| JAMES E & BONNIE J PARKS | 13651 NIMSHEW RIDGE RD | MAGALIA CA 95954 |
| RICK L HALLEN | 13657 NIMSHEW RD | MAGALIA CA 95954 |
| BRETT E & SUSAN GALLIHER | 13662 NIMSHEW RD | MAGALIA CA 95954 |
| CRAIG & CORDES INGRID SEABURY | 13665 CENTERVILLE RD | CHICO CA 95928 8878 |
| PENICK FAMILY TRUST | 13681 NIMSHEW RD | MAGALIA CA 95954 |
| NIBLETT FAMILY TRUST | 13707 NIMSHEW RD | MAGALIA CA 95954 9690 |

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| BENJAMIN F & PATRICIA K MOORE | C/O MOORE BENJAMIN F & PATRICIA K TRUSTEES | 13714 NIMSHEW RD | MAGALIA CA 95954 |
| WALT DARDEN | | 13725 NIMSHEW RD | MAGALIA CA 95954 |
| SUSAN C TATE | | 13730 NIMSHEW RD | MAGALIA CA 95954 |
| BRISTOL FAMILY TRUST | C/O BRISTOL WESLEY B & DONNA M TRUSTEES | 13735 NIMSHEW RD | MAGALIA CA 95954 |
| RICHARD MCKINLEY | | 13748 NIMSHEW RD | MAGALIA CA 95954 |
| LYNDI KAY AKA GEURTS | GEURTS LYNDI K | 13749 ENDICOT CIR | MAGALIA CA 95954 9564 |
| RONALD F & CATHI S FORBES | | 13751 NIMSHEW RD | MAGALIA CA 95954 |
| MARK BLACKWELL | | 13766 ENDICOT CIR | MAGALIA CA 95954 |
| ROBERT C MARSO | MARSO ROBERT C TRUSTEE | 13783 NIMSHEW RD | MAGALIA CA 95954 |
| LYTLE S WILLIAMS | C/O WILLIAMS LYTLE S TRUSTEE | 13787 CENTERVILLE RD | CHICO CA 95928 8876 |
| BARBARA D HODGE | | 1379 BRILL RD | PARADISE CA 95969 |
| NICHOLE L FAVILLA | | 1379 STANLEY AVE | CHICO CA 95928 |
| MARSO M LUCILLE | C/O MARSO M LUCILLE TRUSTEE | 13793 NIMSHEW RD | MAGALIA CA 95954 |
| GEORGE A & PEGGE BYRNE | | 13794 NIMSHEW RD | MAGALIA CA 95954 |
| BRIAN MCKNIGHT | | 1380 W EAST AVE | CHICO CA 95926 |
| MICKEY DUKES | C/O DUKES MICKEY TRUSTEE | 13801 NIMSHEW RD | MAGALIA CA 95954 |
| US BANK | C/O CALIBER HOME LOANS INC | 13801 WIRELESS WAY | OKLAHOMA CITY OK 73134 |
| JAN V & EDWARD D ONEAL | | 13824 NIMSHEW RD | MAGALIA CA 95954 9664 |
| PATRICK DENNIS & KAREN KELLY BURNS | | 13845 NIMSHEW RD | MAGALIA CA 95954 9108 |
| PAUL R & NELLY B ARNOLD | DANIELS DONALD H & LUCILA B | 13880 NIMSHEW RD | MAGALIA CA 95954 9664 |
| JAMES EARL & GAIL DIANN KIRK | | 13897 HWY 99 | CHICO CA 95973 |
| JERRY & DONNA ZEULI | | 13914 NIMSHEW RD | MAGALIA CA 95954 9141 |
| GREGORY & DEBORAH GOLET | | 13931 CENTERVILLE RD | CHICO CA 95928 8825 |
| PHILIP & LYNN RICHARDSON | | 13945 CLUSTER CT | MAGALIA CA 95954 |
| WILLIAM J & LAVILLA W CALHOUN | | 13965 NIMSHEW RD | MAGALIA CA 95954 |
| MARSHALL FAMILY TRUST | C/O MARSHALL THORTON & GLENNA TRUSTEES | 13979 NIMSHEW RD | MAGALIA CA 95954 |
| UNION PACIFIC RAILROAD CO | C/O UNION PACIFIC RAILROAD COMPANY | 1400 DOUGLAS ST #1640 | OMAHA NE 68179 |
| ZANE WOLFF | | 14019 NIMSHEW RD | MAGALIA CA 95954 9154 |
| JAYNES REVOCABLE INTER VIVOS TRUST | C/O JAYNES JESSE B & TAMMY L TRUSTEES | 14022 NIMSHEW RD | MAGALIA CA 95954 |
| SALLY & COZAD CHERYL PROCTOR | | 14027 CENTERVILLE RD | CHICO CA 95928 8825 |
| DAVID & SABINE COFFEE | | 14087 CENTERVILLE RD | CHICO CA 95928 |
| CHARLES & DONNA WALTON | | 1412 BUTTONWILLOW DR | MODESTO CA 95355 1529 |
| JOHN TAGGART CLARK | | 14164 CENTERVILLE RD | CHICO CA 95928 8825 |
| DAWN SENNA | CATHCART BRUCE | 14185 NIMSHEW RD | MAGALIA CA 95954 9663 |
| MILTON M & SANDRA K JT BROLLIAR | | 14190 CRESTON RD | MAGALIA CA 95954 |
| WARREN CHRISTIAN STRODE | THURM JESSICA CARRERAS | 1425 DAVIS ST | CHICO CA 95928 |
| CAROLE J PRINZ | | 14250 SKYWAY | MAGALIA CA 95954 |
| MOJGAN P YEGANEH | | 14258 EMELITA ST | VAN NUYS CA 91401 |
| JOHN & LOREE SUTIC | C/O SUTIC JOHN JR & LOREE TRUSTEES | 14264 NIMSHEW RD | MAGALIA CA 95954 |
| JONATHAN O SS HOLMES | PARDUE LOYD & BEATRICE & PARDUE JARED | 14295 CARNEGIE RD | MAGALIA CA 95954 |
| EVALYN I MCKEEN | MCKEEN ROBERT GRANT TRUSTEE | 143 LOWER WEINHARD RD | DAYTON WA 99328 9678 |
| LORI T VELASCO | | 1431 ELLIOTT RD | PARADISE CA 95969 |
| KYLE L PORTER | | 14326 NIMSHEW RD | MAGALIA CA 95954 9691 |
| MELVIN GOULD | REA MICHAEL A | 14362 TROY WAY | MAGALIA CA 95954 |
| PLESS FAMILY TRUST | C/O PLESS WALTER & MARLA TRUSTEES | 14394 NIMSHEW RD | MAGALIA CA 95954 9135 |
| CLINTON ROBERTS | | 14424 NIMSHEW RD | MAGALIA CA 95954 9682 |
| EDWIN F & JOAN A CANN | | 14429 COLTER WAY | MAGALIA CA 95954 |
| GORDON WAYNE STOUT | | 14439 SKYWAY #A | MAGALIA CA 95954 |
| GORDON WAYNE STOUT | | 14439 SKYWAY UINIT A | MAGALIA CA 95954 |
| CHRISTINE A LASERNE | C/O LAVERNE CHRISTINE TRUSTEE | 14456 NIMSHEW RD | MAGALIA CA 95954 9682 |
| PAUL & KATHY BAKER | | 14498 NIMSHEW RD | MAGALIA CA 95954 9682 |
| FARINA FAMILY TRUST | FARINA ROBERT J TRUSTEE | 14540 GRINNELL CT | MAGALIA CA 95954 |
| JAMES H & BARBARA J COLLINS | COLLINS JAMES HALLY JR & BARBARA ETAL TRUSTEES | 14560 NIMSHEW RD | MAGALIA CA 95954 |
| RORY SURCESS | | 14573 CARNEGIE RD | MAGALIA CA 95954 |
| LORI & ROGER CORBIN | C/O CORBIN LORI & ROGER TRUSTEES | 14578 NIMSHEW RD | MAGALIA CA 95954 9683 |
| SIEGLE STANLEY O ESTATE | C/O SIEGLE TIM | 14590 CENTERVILLE | MAGALIA CA 95954 9698 |
| BARNETT FRANCIS A ESTATE | C/O PEJSA JOSEPH A | 14611 NIMSHEW RD | MAGALIA CA 95954 |
| CRAIG & KIMBERLIN COLE | C/O COLE CRAIG M & KIMBERLIN A TRUSTEES | 14625 NIMSHEW RD | MAGALIA CA 95954 |
| BAPTIST REVOCABLE INTER VIVOS TRUST | C/O BAPTIST LEON E & JO ANN TRUSTEES | 14645 SKYWAY | MAGALIA CA 95954 9351 |
| GARY S & MARY A HARDIN | C/O HARDIN GARY S & MARY A TRUSTEES | 14647 LAFAYETTE CIR | MAGALIA CA 95954 |
| KENTON CRAIG & NANCY T REEDER | | 14654 NIMSHEW RD | MAGALIA CA 95954 |
| DONALD R & KERI D PLICHTA | | 14660 LAFAYETTE CIR | MAGALIA CA 95954 |
| SALCIDO FAMILY TRUST | C/O SALCIDO RICHARD D & CATHERIN M TRUSTEES | 14660 NIMSHEW RD | MAGALIA CA 95954 9679 |
| BRUCE R MCMEANS | C/O MCMEANS BRUCE R TRUSTEE | 14661 LAFAYETTE CIR | MAGALIA CA 95954 |
| DAVID & PATRICIA SAFRENO | | 14661 NIMSHEW RD | MAGALIA CA 95954 9679 |
| GUDRUN KATHARINA STEINECKER | | 14667 LAFAYETTE CIR | MAGALIA CA 95954 |
| CALVIN D & JAMIE D CROWE | | 14669 CARNEGIE RD | MAGALIA CA 95954 9104 |
| BRIAN A & BETTY BRODOWSKI | | 14671 LAFAYETTE CIR | MAGALIA CA 95954 |
| JIM L LONG | | 14673 CARNEGIE RD | MAGALIA CA 95954 9104 |
| WILLIAM KNIGHT | | 14678 LAFAYETTE CIR | MAGALIA CA 95954 |
| DEBORA & KAESY ILLIFF | | 14681 CARNEGIE RD | MAGALIA CA 95954 |
| GERALD W & SANDRA E KUNKLE | | 14681 LAFAYETTE CIR | MAGALIA CA 95954 9654 |
| JOSEPH L & WILMA B MESSINA | C/O MESSINA WILMA B TRUSTEE | 14684 LAFAYETTE CIR | MAGALIA CA 95954 |
| CRAIG A HUMPHREYS | FRANK SHERYL E | 14684 NIMSHEW RD | MAGALIA CA 95954 |
| JOSHUA MUSCETTA | | 14685 CARNEGIE RD | MAGALIA CA 95954 |
| JASON J & DENISE D LEIDHOLDT | | 14687 LAFAYETTE CIR | MAGALIA CA 95954 |
| JUSTIN MAURICE WALKER | | 14688 LAFAYETTE CIR | MAGALIA CA 95954 |
| CHARLES GREGORY & CINDY LORRELLA MCCARTY | | 14689 CARNEGIE RD | MAGALIA CA 95954 9104 |
| JUDITH L BOYNTON | | 14692 LAFAYETTE CIR | MAGALIA CA 95954 9654 |
| SUSAN L CAVE | | 14693 CARNEGIE RD | MAGALIA CA 95954 |

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| MILLARD G ROACH | C/O ROACH MILLARD G TRUSTEE | 14693 LAFAYETTE CIR | MAGALIA CA 95954 9654 |
| KENNEBECK FAMILY TRUST | C/O KENNEBECK DANIEL M & TERESA D TRUSTEES | 14695 LAFAYETTE CIR | MAGALIA CA 95954 |
| MARK S & KRISTINA L MEAKIN | | 14701 LAFAYETTE CIR | MAGALIA CA 95954 9153 |
| THOMAS WADE KILLINGSWORTH | | 14702 LAFAYETTE CIR | MAGALIA CA 95954 |
| MICHAEL W & CYNTHIA L SHELDON | | 14705 LAFAYETTE CIR | MAGALIA CA 95954 |
| RAY TWIST | C/O TWIST RAY TRUSTEE | 14708 NIMSHEW RD | MAGALIA CA 95954 |
| JULIE PARSONS | | 14709 LAFAYETTE CIR | MAGALIA CA 95954 |
| CHARLES E & DARLENE SOUDERS | | 14710 LAFAYETTE CIR | MAGALIA CA 95954 |
| CLARK A & SHARON M NELSON | | 14711 NIMSHEW RD | MAGALIA CA 95954 9659 |
| HOWARD FAMILY TRUST | C/O HOWARD PHILIP F & KAREN L TRUSTEES | 14729 NIMSHEW RD | MAGALIA CA 95954 |
| ERIC & RHONDA LEE | | 14730 NIMSHEW RD | MAGALIA CA 95954 |
| ANTHONY EVERTS | | 14737 CARNEGIE RD | MAGALIA CA 95954 |
| ROBERT & DEBBIE LEMON | | 14740 CARNEGIE RD | MAGALIA CA 95954 |
| KRAPF FAMILY TRUST | C/O KRAPF ROMAN E & MARSHA W TRUSTEES | 14746 CARNEGIE RD | MAGALIA CA 95954 |
| MARVIN T SCHUENEMEYER | SCHUENEMEYER TERRY D | 14748 PINE CONE WAY | MAGALIA CA 95954 |
| KIRK LEE SCOTT | | 14749 CARNEGIE RD | MAGALIA CA 95954 9643 |
| CHARLES & MYLIMA ALLEN | | 14753 NIMSHEW RD | MAGALIA CA 95954 |
| RONALD P & SHERI L MORGAN | | 14757 CARNEGIE RD | MAGALIA CA 95954 |
| KEITH R & MICHELLE J JOHNSON | | 14761 CARNEGIE RD | MAGALIA CA 95954 |
| MARCI RUDE | | 14764 CARNEGIE RD | MAGALIA CA 95954 9107 |
| ROEBUCK REVOCABLE INTER VIVOS TRUST | C/O ROEBUCK MICHAEL K & LINDA S TRUSTEES | 14764 WOODBOW CT | MAGALIA CA 95954 |
| SCOTT GEER | | 14765 CARNEGIE RD | MAGALIA CA 95954 |
| LORI KATHLEEN & ROBERT EARL LARSON | | 14766 WOODBOW CT | MAGALIA CA 95954 9137 |
| MICHAEL W & LISA A THOMPSON | | 14770 CARNEGIE RD | MAGALIA CA 95954 |
| DAVID J BRANNAM | C/O BRANNAM DAVID J TRUSTEE | 14771 CARNEGIE RD | MAGALIA CA 95954 9107 |
| EDWARD F & DEBRA A YERBY | | 14772 NIMSHEW RD | MAGALIA CA 95954 |
| RADEMACHER E & ELIZABETH A WAYNE | | 14773 CARNEGIE RD | MAGALIA CA 95954 9107 |
| DONALD D & SHARON R SALO | C/O SALO DONALD D & SHARON R TRUSTEES | 14775 CARNEGIE RD | MAGALIA CA 95954 9107 |
| DARRELL MEFFORD | | 14776 COLTER WAY | MAGALIA CA 95954 |
| JOHN R & DEBRA A DONALDSON | | 14777 COLTER WAY | MAGALIA CA 95964 |
| RICHARD JAMES & AMANDA FAY MCDONALD | | 14777 VIA DE MAIA | MAGALIA CA 95954 |
| JANET P OWEN | | 1478 VALLOMBROSA AVE | CHICO CA 95926 |
| LINDA BUTLER | | 14782 COLTER WAY | MAGALIA CA 95954 |
| MICHAEL W & JUDY M DOSS | | 14783 CARNEGIE RD | MAGALIA CA 95954 |
| BRYAN H & DEBORAH STEPANOFF | | 14783 COLTER WAY | MAGALIA CA 95954 9207 |
| PAUL G HOCKSTAFF | DRISKILL KAREY & CLOWER KRISTEY (TOD BENE) | 14787 CARNEGIE RD | MAGALIA CA 95954 |
| DENNIS R POGACNIK | KOSIAREK ROSERIA A | 14787 CHIPWOOD CT | MAGALIA CA 95954 9014 |
| MARION E COIT | | 14788 COLTER WAY | MAGALIA CA 95954 |
| PATRICK J IMAN | | 14790 CARNEGIE RD | MAGALIA CA 95954 |
| ROBERT & THERESA ROY | | 14790 CARNEGIE RD | MAGALIA CA 95954 |
| THERESA C IMAN | | 14790 CARNEGIE RD | MAGALIA CA 95954 |
| JOHN A & LINDA D BARTO | | 14791 CARNEGIE RD | MAGALIA CA 95954 |
| DANIEL B MAAS | | 14792 CARNEGIE RD | MAGALIA CA 95954 |
| LANCY QUILLEN-LANCY FAMILY REVOCABLE | C/O LANCY EMIL L & KAREN QUILLEN-LANCY TRUSTEES | 14792 CHIPWOOD CT | MAGALIA CA 95954 9014 |
| CHRISTINE KIMURA | | 14793 CHIPWOOD CT | MAGALIA CA 95954 |
| HORTENSIA NAVA | | 14795 NIMSHEW RD | MAGALIA CA 95954 9693 |
| KENNETH MORSE | | 14796 CARNEGIE RD | MAGALIA CA 95954 |
| DAVID L & BEVERLY HEATH | | 14799 VIA DE MAIA | MAGALIA CA 95954 9151 |
| ALAN & BARBARA REIL | C/O REIL BARBARA A TRUSTEE | 14801 CHIPWOOD CT | MAGALIA CA 95954 |
| DOUGLAS C & KATHLEEN L BRADLEY | | 14803 KLAMATH CT | MAGALIA CA 95954 9677 |
| BRANDON REEVES & JENNIFER LEE MCKAY | | 14803 NIMSHEW RD | MAGALIA CA 95954 |
| DELMA EDWIN STEPHENS | C/O STEPHENS DELMA EDWIN TRUSTEE | 14804 CHIPWOOD CT | MAGALIA CA 95954 9014 |
| SCOTT M GROGAN | | 14806 NIMSHEW RD | MAGALIA CA 95954 9680 |
| DOUGLAS D & NANCY E TAYLOR | | 14809 NIMSHEW RD | MAGALIA CA 95954 |
| RICHARD M & NANCY KINGTON | | 14811 KLAMATH CT | MAGALIA CA 95954 9677 |
| CLINT F & RUTH N TOWNSEND | | 14813 MASTERSON WAY | MAGALIA CA 95954 9668 |
| LESTER B MELTESEN | | 14813 MASTERSON WAY | MAGALIA CA 95954 |
| DAWN KASPERSON | | 14814 COLTER WAY | MAGALIA CA 95954 |
| VIRGINIA ELIZABETH KUEKER | C/O KUECKER VIRGINIA E TRUSTEE | 14814 SMOKEY WAY | MAGALIA CA 95954 9764 |
| MARLENE WINDSOR | | 14817 KLAMATH CT | MAGALIA CA 95954 9677 |
| STUART MACGREGOR | | 14818 COLTER WAY | MAGALIA CA 95954 |
| RICK L & CINDY L BAKER | | 14823 KLAMATH CT | MAGALIA CA 95954 |
| DONALD & MICHELLE MARIE WOODCOX | | 14826 COLTER WAY | MAGALIA CA 95954 |
| LARRY CRAWFORD | C/O CRAWFORD LAWRENCE & DELANEY CYNTHIA L TRUSTEES | 14827 MASTERSON WAY | MAGALIA CA 95954 |
| JAIME BEVIRT | | 14829 KLAMATH CT | MAGALIA CA 95954 |
| ELIZABETH R EKMAN | | 14830 MASTERSON WAY | MAGALIA CA 95954 9668 |
| STEVEN E JONES | | 14833 KLAMATH CT | MAGALIA CA 95954 9677 |
| ERIC C & MARGARET C REV TISCHHAUSER | C/O TISCHHAUSER ERIC C TRUSTEE | 14833 MASTERSON WAY | MAGALIA CA 95954 9668 |
| JAMES D HOLMES | C/O HOLMES JAMES & WILLIAM TRUSTEES | 14834 COLTER WAY | MAGALIA CA 95954 9207 |
| TINA M THOMAS | | 14839 HUMBUG RD | MAGALIA CA 95954 |
| BETTY L MOFFETT | RIDLEY GARY & VALERIE | 14842 MASTERSON WAY | MAGALIA CA 95954 |
| BOWEN FAMILY TRUST | C/O BOWEN WILLIAM H & DIANA A TRUSTEES | 14845 MASTERSON WAY | MAGALIA CA 95954 |
| AMY E & RAWLINGS DAN JAMES ROACH | | 14845 SMOKEY WAY | MAGALIA CA 95954 |
| DONNA JEAN MEAHL | | 14846 MASTERSON WAY | MAGALIA CA 95954 9668 |
| JOHN P & MARY E WATERS | | 14848 MASTERSON WAY | MAGALIA CA 95954 |
| RAYMOND CASTILLO | | 14849 COLTER WAY | MAGALIA CA 95954 9681 |
| BRIAN B & VALERIE J WALT | | 14850 KLAMATH CT | MAGALIA CA 95954 9677 |
| JUDITH K & MICHAEL W WRIGHT | | 14858 COLTER WAY | MAGALIA CA 95954 |
| JOHN STEPHEN GOODRICH | | 14860 HICKOK CT | MAGALIA CA 95954 |
| MARYANN B & ORWELL RICHARD D DEGENNARO | | 14861 COLTER WAY | MAGALIA CA 95954 |

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| GUILLERMO & ELIZABETH DAWN ACEVEDO | | 14863 HICKOK CT | MAGALIA CA 95954 |
| THOMAS M & JEANNA M BALL | | 14866 KLAMATH CT | MAGALIA CA 95954 9677 |
| ELEANOR S URAUCHI | C/O URAUCHI ELEANOR S TRUSTEE | 14866 MASTERSON WAY | MAGALIA CA 95954 9668 |
| KENNETH REV DALLA | C/O DALLA-THOMAS MISTY SUCC TRUSTEE | 14871 MASTERSON WAY | MAGALIA CA 95954 |
| KATHY REYNOLDS | | 14873 KLAMATH CT | MAGALIA CA 95954 |
| WILLIAM NORTHAM & SALLY J TRADER | | 14875 HICKOK CT | MAGALIA CA 95954 |
| MULLER BYERS | C/O MULLER BYERS DOROTHY TRUSTEE | 14876 MASTERSON WAY | MAGALIA CA 95954 9668 |
| WILFRED J & DELORES A WELLS | | 14879 NIMSHEW RD | MAGALIA CA 95954 9694 |
| MARK & ANGELITA FULLER | | 14880 HICKOK CT | MAGALIA CA 95954 9625 |
| AARON P HAWKINS | | 14887 SNOWBERRY CIR | MAGALIA CA 95954 |
| JAMES R & ROBIN E STURGEON | | 14888 HICKOK CT | MAGALIA CA 95954 |
| KEITH E & KENJI M TAYLOR | | 14888 SNOWBERRY CT | MAGALIA CA 95954 9319 |
| MATTHEW & RHIANNON THURMAN | | 14894 NIMSHEW RD | MAGALIA CA 95954 |
| CARL & CHERYL BERGE | C/O BERGE CARL & CHERYL TRUSTEES | 14898 NIMSHEW RD | MAGALIA CA 95954 9694 |
| KENNETH R MANN | C/O MANN KENNETH TRUSTEE | 1491 COUNTRY OAK DR | PARADISE CA 95969 3561 |
| SIMMONS FAMILY TRUST | SIMMONS HOWARD W & JOYCE A TRUSTEES | 14911 NIMSHEW RD | MAGALIA CA 95954 9694 |
| WAYNE ALLEN & PATRICIA ANN BENTLEY | | 14916 NIMSHEW RD | MAGALIA CA 95954 9694 |
| PERRY DORMAN | | 1492 E 8TH ST | CHICO CA 95928 |
| PERRY LEE & SUSAN T DORMAN | | 1492 E 8TH ST | CHICO CA 95928 4101 |
| MICHAEL E & ANNETTE L CARPENTIER | | 14935 SKYWAY | MAGALIA CA 95954 9713 |
| DANIEL A & ROSE KASPERSON | | 14943 SKYWAY | MAGALIA CA 95954 |
| SARAH L BAUM | | 14961 JACK PINE WAY | MAGALIA CA 95954 |
| LADD FAMILY TRUST | C/O LADD WILLIAM P & DIANE M TRUSTEES | 14964 HUMBUG RD | MAGALIA CA 95954 9110 |
| VIVIANA RAMOS | RAMOS STEVEN | 14964 SKYWAY | MAGALIA CA 95954 9762 |
| PERRY J WORTHAM | | 14965 JACK PINE WAY | MAGALIA CA 95954 |
| COUNTRY MARKET HILLS | | 14972 SKYWAY | MAGALIA CA 95954 9762 |
| KEVIN & MORRIS CHRISTINA OLES | | 14973 HUMBUG RD | MAGALIA CA 95954 |
| JOHN M & TAMMI FABRIS | C/O FABRIS JOHN M & TAMMI TRUSTEES | 14974 PINON RD | MAGALIA CA 95954 |
| WILLIAM E & MARGARET J McMURRAY | | 14983 JACK PINE WAY | MAGALIA CA 95954 9751 |
| CORA E SS NIKOLAUSON | C/O NIKOLAUSON KRIS | 14988 NIMSHEW RD | MAGALIA CA 95954 |
| GARY RHODEHOUSE | | 14989 SKYWAY | MAGALIA CA 95954 9762 |
| NORDSTROM FAMILY TRUST | C/O NORDSTROM DANIEL A TRUSTEE | 14990 HUMBUG RD | MAGALIA CA 95954 |
| BARON L & KIMBERLY J BLACK | | 14995 HUMBUG RD | MAGALIA CA 95954 9110 |
| LARRY & MARIA ROTHEY | | 14997 JACK PINE WAY | MAGALIA CA 95954 9751 |
| BRIAN E HALL | | 1500 NW MILWAUKEE AVE | BEND OR 97701 |
| MIKELI J KILBURN | CHARLTON SUE E | 15000 CULIACAN CT | FOREST RANCH CA 95942 |
| R & B FAMILY ESTATE TRUST | C/O MCKIM ROBERT D & BARBARA J TRUSTEES | 15000 QUAIL CREEK CT | MAGALIA CA 95954 9145 |
| ARMANDO & EILEEN M JT GOMEZ | | 15001 JACK PINE WAY | MAGALIA CA 95954 9712 |
| MICHAEL DOUGLAS VIERRA | | 15001 PINON RD | MAGALIA CA 95954 9123 |
| JOHN C & KISSINGER BETH E MILLER | EDWARDS CHRISTINE A | 15002 JACK PINE WAY | MAGALIA CA 95954 9712 |
| PAULA ANN & LEROY A PIERCE | | 15005 JACK PINE WAY | MAGALIA CA 95954 9712 |
| BENJAMIN A ESPY | MAZARO THAISSU T | 15009 PINON RD | MAGALIA CA 95954 |
| BENJAMIN L & AMY L BOYD | | 15011 VORHEIS LN | MAGALIA CA 95954 |
| MEREDITH SOLOMON | | 15013 EMMA MINE WAY | MAGALIA CA 95954 |
| REBECCA HARDING | | 15014 JACK PINE WAY | MAGALIA CA 95954 |
| JOHN HENRY FAUNCE | | 15015 JACK PINE WAY | MAGALIA CA 95954 |
| WILLIAM A & DOROTHY M GILLESPIE | | 15015 TWIN PINE RD | MAGALIA CA 95954 9715 |
| ERENA SILVA | SILVA ALBERT J & ELAINE M | 15016 TWIN PINE RD | MAGALIA CA 95954 9715 |
| TRAVIS & JEANNA THOMPSON | | 15018 HUMBUG RD | MAGALIA CA 95954 |
| ROGER I & NADINE B FOREMAN | | 15019 TWIN PINE RD | MAGALIA CA 95954 9715 |
| DONAVON D & VIRGINIA R JT MEDBERRY | | 15021 HUMBUG RD | MAGALIA CA 95954 9757 |
| MATTHEW DOUGLAS IVER & HEATHER MARIA KNUSTON | | 15021 JACK PINE WAY | MAGALIA CA 95954 9712 |
| MARGARET MARILYN | C/O ANDERSON MARILYN MARGARET TRUSTEE | 15022 TWIN PINE RD | MAGALIA CA 95954 9715 |
| JAMES R & CAROL G HOLZGRAFE | | 15024 JACK PINE WAY | MAGALIA CA 95954 9712 |
| JANET E EVANS | | 15024 SKYWAY | MAGALIA CA 95954 9720 |
| THOMAS N HOLMSTROM | | 15026 PINON RD | MAGALIA CA 95954 |
| FARMER FAMILY TRUST | C/O FARMER LONNIE D & TONI M TRUSTEES | 15027 TOREY PINE RD | MAGALIA CA 95954 |
| DANIEL F FOSHEE | | 15028 TWIN PINE RD | MAGALIA CA 95954 9715 |
| LUCAS J BRISTER | OSBORN KATHARINE R | 15030 PINON RD | MAGALIA CA 95954 |
| SHAWN O DUFFY | | 15031 PINEHURST WAY | MAGALIA CA 95954 9716 |
| ANNA L RIGHETTI | | 15034 TOREY PINE RD | MAGALIA CA 95954 9100 |
| RICHARD F HEDLUND | | 15034 TWIN PINE RD | MAGALIA CA 95954 |
| GAIL K CHESTNUT | C/O CHESTNUT GAIL K TRUSTEE | 15035 TWIN PINE RD | MAGALIA CA 95954 9715 |
| JENNIFER L ADAMS | | 15036 HUMBUG RD | MAGALIA CA 95954 |
| REBECCA A BORIA | | 15036 PINON RD | MAGALIA CA 95954 9122 |
| DEL W & TARA L STUERMER | | 15040 VORHEIS LN | MAGALIA CA 95954 9134 |
| DELMAR & TARA STUERMER | | 15040 VORHEIS LN | MAGALIA CA 95954 9134 |
| DAVID A SCOTT | | 15041 JACK PINE WAY | MAGALIA CA 95954 |
| HARRISON J & MARY L RENDLEMAN | | 15041 PINEHURST WAY | MAGALIA CA 95954 9716 |
| ANDREW AARON & SHANNON MICHELLE WRIGHT | | 15041 TOREY PINE RD | MAGALIA CA 95954 |
| STEPHEN V & CHRISTINA J PIENAK | | 15042 TOREY PINE RD | MAGALIA CA 95954 9100 |
| RICHARD & SALLY PHILLIPS | | 15044 JACK PINE WAY | MAGALIA CA 95954 |
| AMANDA MARIE REILLY | | 15044 PINON RD | MAGALIA CA 95954 |
| DEBORAH RAMONA HAYES | | 15048 JACK PINE WAY | MAGALIA CA 95954 9117 |
| GARY NOUGUES | | 15049 PINON RD | MAGALIA CA 95954 |
| ROSE L SNOKE | | 15050 PINEHURST WAY | MAGALIA CA 95954 9716 |
| EDWIN & YVONNE CRENSHAW | | 15050 PINON RD | MAGALIA CA 95954 |
| MARY F CRONE | WEBERLING REBECCA S | 15053 JACK PINE WAY | MAGALIA CA 95954 |
| STEVEN L BUNCE | | 15053 JACK PINE WAY | MAGALIA CA 95954 |
| TOM HUDDLESTON | CARMAN LEE ANN | 15055 TWIN PINE RD | MAGALIA CA 95954 |

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| JIMMY L & CALEEN M SPENCE | | 15056 PINON RD | MAGALIA CA 95954 1678 |
| DAVID L & BONNIE LYNN FALCON | | 15057 PINEHURST WAY | MAGALIA CA 95954 9716 |
| DON A WALKER | | 15057 PINON RD | MAGALIA CA 95954 |
| SONDRE L QUIGLEY | | 15058 PINEHURST WAY | MAGALIA CA 95954 |
| SENIAN SAELEE | | 15060 JACK PINE WAY | MAGALIA CA 95954 |
| JACK R & SUSAN R DAVIS | | 15061 TWIN PINE RD | MAGALIA CA 95954 |
| GARY D & CONNIE S MCWILLIAMS | | 15062 PINON RD | MAGALIA CA 95954 |
| THOMAS E & ROWENA L RAY | | 15062 TWIN PINE RD | MAGALIA CA 95954 9120 |
| HODGES REVOCABLE INT VIV TRUST | C/O HODGES DOUG B & JEANNE A TRUSTEES | 15063 TOREY PINE RD | MAGALIA CA 95954 9126 |
| LAHORGUE FAMILY TRUST | C/O HODGES JEANNE A & KATHLEEN KESSINGER TRUSTEES | 15063 TOREY PINE RD | MAGALIA CA 95954 |
| DAVID MICHAEL WRIGHT | LOBNITZ KIMBER L | 15065 PINEHURST WAY | MAGALIA CA 95954 9716 |
| ALBERT W & MARIE L JT MARTINEZ | C/O DARLENE R MARTINEZ | 15066 TOREY PINE RD | MAGALIA CA 95954 9126 |
| SUZANNE HALEMANO | | 15066 TWIN PINE RD | MAGALIA CA 95954 9120 |
| CHRISTOPHER MCAULIFFE | | 15068 JACK PINE WAY | MAGALIA CA 95954 |
| THEODORE A & KAREN C FOX | | 15069 TOREY PINE RD | MAGALIA CA 95954 9126 |
| GREGORY A WAGNER | | 15070 PINON RD | MAGALIA CA 95954 |
| GARY R & LOUANN F WRIGHT | | 15072 TOREY PINE RD | MAGALIA CA 95954 |
| JOE BURYL PENTON | | 15072 TWIN PINE RD | MAGALIA CA 95954 |
| BETTY S VETTER | C/O VETTER BETTY S TRUSTEE | 15073 TWIN PINE RD | MAGALIA CA 95954 9120 |
| GERALD A & WANDA J GREENE | | 15074 JACK PINE WAY | MAGALIA CA 95954 9118 |
| QUINCLIE R & JASON R PHILLIPS | | 15074 PINEHURST WAY | MAGALIA CA 95954 |
| RAMSEY FAMILY REVOCABLE TRUST | C/O RAMSEY CARROLL L & CAROLYN J TRUSTEES | 15075 PINEHURST WAY | MAGALIA CA 95954 9716 |
| WILLIAM & CAROLE FALCON | C/O FALCON WILLIAM & CAROLE TRUSTEES | 15076 OAK LEAF CT | MAGALIA CA 95954 |
| KENNEDY FAMILY TRUST | C/O KENNEDY CHARLES E TRUSTEE | 15076 TOREY PINE RD | MAGALIA CA 95954 9100 |
| THOMAS G & SYLVIA J LAMB | | 15077 TWIN PINE RD | MAGALIA CA 95954 |
| KELLY DETWILER | | 15079 PINON RD | MAGALIA CA 95954 |
| LANCE GRIFFIN ALLEN | | 15079 TOREY PINE RD | MAGALIA CA 95954 |
| RICHARD & LYNDY HAWKINS | C/O HAWKINS RICHARD C & LYNDY F TRUSTEES | 15080 HUMBUG RD | MAGALIA CA 95954 |
| RONALD G & LONA M EDWARDS | | 15080 OAK LEAF CT | MAGALIA CA 95954 9717 |
| STEVE & JAMIE CABRERA | | 15081 JACK PINE | MAGALIA CA 95954 9119 |
| SHARON ANN TOWNSEND | | 15082 TOREY PINE RD | MAGALIA CA 95954 |
| LESLIE & SUSAN HOLMES | WALLACE JUDITH DEANNE | 15084 JACK PINE WAY | MAGALIA CA 95954 9119 |
| DENISE M BROWN | C/O JOHNSON HOLLY J (LE) | 15086 PINON RD | MAGALIA CA 95954 |
| ALAN DOMINGUEZ | | 15088 TWIN PINE RD | MAGALIA CA 95954 |
| DALIA R MATHAN | | 1509 WAGSTAFF RD | PARADISE CA 95969 |
| CHIPMAN REVOCABLE INT VIV TRUST | C/O CHIPMAN LARRY W & SYLVIA J TRUSTEES | 15091 PINON RD | MAGALIA CA 95954 9124 |
| BONNY LOU FULLER-FELLS | | 15092 TWIN PINE RD | MAGALIA CA 95954 9120 |
| DAVID L & PATRICIA A NOBLE | | 15094 JACK PINE WAY | MAGALIA CA 95954 9119 |
| ADAM A & MEGAN MCKEON | | 15094 PINON RD | MAGALIA CA 95954 |
| AMANDA BAUM | PACHECO RICK | 15095 PINEHURST WAY | MAGALIA CA 95954 |
| JEFFEREY S SWISHER | | 15095 TORREY PINE RD | MAGALIA CA 95954 |
| DANIEL L & ANNELIESE COX | C/O COX DANIEL L & ANNELIESE TRUSTEES | 15098 PINON RD | MAGALIA CA 95954 |
| LABUDDE GLADYS SEPARATE PROPERTY | C/O LABUDDE GLADYS TRUSTEE | 15100 JACK PINE WAY | MAGALIA CA 95954 9752 |
| FRED SMITH | EADS CAROL | 15101 JACK PINE WAY | MAGALIA CA 95954 |
| MCDOWELL VICK | C/O VICK WARREN A & GLORIA A MCDOWELL TRUSTEES | 15104 JACK PINE WAY | MAGALIA CA 95954 9752 |
| WALTER B & WILMA L PIERCE | | 15106 JACK PINE WAY | MAGALIA CA 95954 9752 |
| ALBERT J HAYDEN | | 15108 JACK PINE WAY | MAGALIA CA 95954 9752 |
| STEVEN A RODRIGUEZ | | 15110 JACK PINE WAY | MAGALIA CA 95954 9752 |
| SANDRA L BURDICK | | 15112 JACK PINE WAY | MAGALIA CA 95954 9752 |
| MICHAEL & DEBRA MASETTI | | 15114 JACK PINE WAY | MAGALIA CA 95954 9752 |
| BARRY L & JOYCE K NOWELL | | 15119 JACK PINE WAY | MAGALIA CA 95954 |
| CHRISTOPHER J & GRETCHEN FLUEGEL | | 15120 JACK PINE WAY | MAGALIA CA 95954 9752 |
| MILES FAMILY TRUST | C/O MILES MONICA L TRUSTEE | 15120 SKYWAY | MAGALIA CA 95954 |
| KYLE PHILLIP LOVELADY | | 15123 SKYWAY | MAGALIA CA 95954 |
| JULIA L VIERSTRA | | 15124 JACK PINE WAY | MAGALIA CA 95954 9752 |
| JAMES R & JANET M PALLETTE | | 15125 HUMBUG RD | MAGALIA CA 95954 |
| TIMOTHY J COOPER | | 15125 TOREY PINE RD | MAGALIA CA 95954 9127 |
| BARRY FREDERICK & SHIN HYONAH SCHMIDT | | 15126 TOREY PINE RD | MAGALIA CA 95954 |
| JANET L ROSE | LATTIN MARY K | 15133 JACK PINE WAY | MAGALIA CA 95954 9752 |
| DENICE V GREEN | | 15139 JACK PINE WAY | MAGALIA CA 95954 9752 |
| TIMOTHY DARRYL STAPP | | 15145 JACK PINE WAY | MAGALIA CA 95954 |
| GREG C & SUE LUNA | | 15154 SIWINI RD | FOREST RANCH CA 95942 |
| DELBERT J WADE | C/O WADE DELBERT J TRUSTEE | 15155 HUMBUG RD | MAGALIA CA 95954 9758 |
| GREGORY T & LANI MUELRATH | | 15158 TOREY PINE RD | MAGALIA CA 95954 9127 |
| ARVO & CATHERINE J VOIP | | 15167 JACK PINE WAY | MAGALIA CA 95954 9116 |
| LINDA I BUETTNER | | 15169 TOREY PINE RD | MAGALIA CA 95954 9128 |
| SARAH M MAY | | 15172 HUMBUG RD | MAGALIA CA 95954 9758 |
| BETSY HAWKINS | | 15174 JACK PINE WAY | MAGALIA CA 95954 9116 |
| LELAND A & PHYLLIS S TOURVILLE | | 15175 JACK PINE WAY | MAGALIA CA 95954 9116 |
| GREG ZIEL | | 15176 JACK PINE WAY | MAGALIA CA 95954 |
| MELISSA M ILLINGWORTH | | 15178 JACK PINE WAY | MAGALIA CA 95954 |
| KAREN KNIPPEN | | 15180 JACK PINE WAY | MAGALIA CA 95954 9116 |
| DENISE B GUNDERSEN | C/O GUNDERSEN DENISE B TRUSTEE | 15180 TOREY PINE RD | MAGALIA CA 95954 9129 |
| MARY L & ROSS A VANPELT | | 15193 TOREY PINE RD | MAGALIA CA 95954 |
| ROSS A & MARY L VANPELT | | 15193 TOREY PINE RD | MAGALIA CA 95954 9129 |
| HAGEN FAMILY TRUST | C/O HAGEN GLENN R & COLLEEN H TRUSTEES | 15202 TOREY PINE RD | MAGALIA CA 95954 9130 |
| MARK & DAWN FOSTER | | 15216 DAYTON HUPP MILL RD | MAGALIA CA 95954 |
| JOHN & LINDA L WALTON | | 15220 SKYWAY | MAGALIA CA 95954 |
| ANTHONY J & CRYSTAL L TREES | | 15226 TOREY PINE RD | MAGALIA CA 95954 9130 |
| LEON & SUSAN C HORN | | 15237 SKYWAY | MAGALIA CA 95954 |

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| HAMILTON REVOCABLE INTER VIVOS TRUS' | C/O HAMILTON JOHN P & SANDRA L TRUSTEES | 15237 TOREY PINE RD | MAGALIA CA 95954 9131 |
| ELIZABETH A BORIE | C/O BORIE ELIZABETH A TRUSTEE | 15259 TOREY PINE RD | MAGALIA CA 95954 |
| GERALD & LUCILLE VALENTE | VALENTE GERALD & LUCILLE TRUSTEES | 15273 HUMBUG RD | MAGALIA CA 95954 9049 |
| ROYD L & MELANIE SUE ADAMS WEINTRAUB | | 15274 SKYWAY | MAGALIA CA 95954 |
| MARK T NELSON | | 15279 SKYWAY | MAGALIA CA 95954 |
| SKY BORIE | | 15291 TOREY PINE RD | MAGALIA CA 95954 |
| MONTI J & SHEILA L BROLIAR | | 15296 SKYWAY | MAGALIA CA 95954 9769 |
| DIANE I INTER VIVOS MCKAY | C/O MCKAY DIANE I TRUSTEE | 15298 SKYWAY | MAGALIA CA 95954 |
| EDWARD & CYNTHIA STEVENS | C/O STEVENS EDWARD R | 15298 TOREY PINE RD | MAGALIA CA 95954 9130 |
| SCOTT A & CATHY L GAYLORD | | 15319 DOE LN | MAGALIA CA 95954 |
| ROBERT W & LEONA M SOEHNER | C/O SOEHNER ROBERT W & LEONA M TRUSTEES | 15333 DOE LN | MAGALIA CA 95954 |
| SCOTT E & LAUREEN H BARCLAY | C/O BARCLAY SCOTT E & LAUREEN H TRUSTEES | 15341 DOE LN | MAGALIA CA 95954 |
| JOHN STONEBRAKER | | 15341 SKYWAY | MAGALIA CA 95954 |
| GEORGE A DEVENCENZI | | 15343 SKYWAY | MAGALIA CA 95954 |
| KYLE F BURNS | DELANEY NICHOLAS J | 1539 BILLE RD | PARADISE CA 95969 3534 |
| KATHLEEN D RUE | C/O RUE KATHLEEN D TRUSTEE | 1540 GLEN CANYON RD | SANTA CRUZ CA 95060 |
| CRAIG R CUDNEY | | 1548 SOLITUDE LN | EL SOBRANTE CA 94803 2616 |
| DOUGLAS B HAYS | | 15630 GREEN RIDGE PL | MAGALIA CA 95954 |
| RODNEY C & KAREN J HASS | | 15672 COUTOLENC RD | MAGALIA CA 95954 |
| STEPHANIE M & SWEDE D CB DVA HANSKI | | 15744 COUTOLENC RD | MAGALIA CA 95954 |
| MICHAEL D & SUSAN V GORDON | | 15749 COUTOLENC RD | MAGALIA CA 95954 |
| MELISSA R MCGONIGLE | BARKER SHAWN | 15750 COUTOLENC RD | MAGALIA CA 95954 |
| LIANHUA BINGHAM | | 15769 COUTOLENC RD | MAGALIA CA 95954 9750 |
| SARA ERIN MILLER | | 15778 COUTOLENC RD | MAGALIA CA 95954 |
| L E NELSON | | 15784 COUTOLENC RD | MAGALIA CA 95954 |
| JANEY PRINZ | | 15793 COUTOLENC RD | MAGALIA CA 95954 |
| TIMOTHY L & BRENDA S SMITH | | 15798 COUTOLENC RD | MAGALIA CA 95954 9719 |
| WILLIAM NOLDE | | 15805 COUTOLENC RD | MAGALIA CA 95954 9794 |
| ANTHONY POPOVICH | C/O POPOVICH ANTHONY TRUSTEE | 15835 BILLUPS RD | MAGALIA CA 95954 |
| SUSAN J STOKES PIERCE | | 15889 SKYWAY | MAGALIA CA 95954 |
| LYNN E & MICHAEL C VARTANIAN | | 15912 SKYWAY | MAGALIA CA 95954 |
| MICHAEL C & LYNN E VARTANIAN | | 15912 SKYWAY | MAGALIA CA 95954 |
| MAUERHAN FAMILY TRUST | MAUERHAN VERNE F & JANICE V | 1600 HENSON RD | PARADISE CA 95969 |
| ROBERT L & JUDITH M CARLSON | CARLSON ROBERT L | 1603 EATON AVE | SAN CARLOS CA 94070 4847 |
| KATHERYN E & ALLEN JAMES R NEMETH | | 16086 SKYWAY | MAGALIA CA 95954 |
| KENNETH H & PATRICIA A KOCH SCHRAGER | C/O SCHRAGER KENNETH | 1612 NEAL DOW AVE | CHICO CA 95926 2445 |
| SEAN ELLIOTT | | 16121 SKYWAY | MAGALIA CA 95954 |
| GREGORY M & ROSEANN SMITH | | 1625 GRAYSTONE CT | PARADISE CA 95969 |
| CUTBURTH FAMILY REVOCABLE TRUST | CUTBURTH MICHAEL OTTO & JEAN MOLATORE TRS | 164 VIA MISSION DR | CHICO CA 95928 4302 |
| MARGARET J HEALY | WOODWARD TRACEY C | 1640 20TH ST | SAN FRANCISCO CA 94107 |
| ROBERT M SPEER | C/O SPEER ROBERT M TRUSTEE | 1641 BROADWAY | CHICO CA 95928 |
| JULIE SHAW | LALUSH DAVID | 1641 MULBERRY ST | CHICO CA 95928 |
| KOHUT LIVING TRUST | C/O KOHUT MICHAEL & KATHRYN TRUSTEES | 1644 LAUREL ST | CHICO CA 95928 6655 |
| THORNTON STEVEN D ESTATE | C/O THORNTON EVONNE | 1656 KINGS ROW | PARADISE CA 95969 |
| KAMEO TRUST ESTATE | C/O KAMM JOHN C TRUSTEE | 1661 FOREST AVE #28 | CHICO CA 95928 |
| RICHARD J & MAUREEN I FARLEY | | 1674 BELFAIR DR | TWINSBURG OH 44087 |
| RICHARD A STANCO | | 16920 MARBELLO CT | MORGAN HILL CA 95037 7040 |
| LINDA C FRY | | 1708 GOLD HILLS DR | REDDING CA 96003 |
| DAVID G PARSONS | | 172 KHARTOUM DR | PACHECO CA 94553 |
| RONALD D & WEIHONG BRANVOLD | | 1723 1ST ST | SUSANVILLE CA 96130 |
| LEE R JOHNS | JOHNS MICHAEL | 1730 SYCAMORE DR | FAIRFIELD CA 94533 |
| JENNIFER STINEBACK | | 1734 CITRUS AVE | CHICO CA 95926 3115 |
| STEVEN SCHUMAN | | 1747 BROADWAY | CHICO CA 95928 |
| RICHARD C SULLIVAN | C/O SULLIVAN RICHARD C TRUSTEE | 176 E SACRAMENTO AVE | CHICO CA 95926 |
| JON & KATHRYN THOMAS | C/O THOMAS JON & KATHRYN TRUSTEES | 1790 CHEVALIER DR | SAN JOSE CA 95124 6201 |
| HAROLD & MARIA OLIVER HAIGHT | | 1800 HEMILOCK ST | CHICO CA 95928 |
| CARRIE LEE & CLARANCE E KEEL | | 1805 CHRIS CT | PARADISE CA 95969 |
| COON FAMILY TRUST | C/O COON GREGORY T & KATHLEEN A TRUSTEES | 181 RANDLYN RD | MAGALIA CA 95954 |
| DANIEL WHITTLE | | 1823 NORMAL AVE | CHICO CA 95928 7038 |
| JOHN & JUDITH PETERS | | 1834 SUNRISE LN | PARADISE CA 95969 |
| AIR GROUP MOUNTAIN | | 18631 LLOYD LN | ANDERSON CA 96007 |
| BRIAN & NICOLE POOL | | 19 PALM AVE | WOODLAND CA 95695 |
| GINGER K EMERSON | SPANGLER DELBERT & SPANGLER JAMES | 190 E BROADWAY | DIXON CA 95620 |
| SELINA GERSTNER | | 1946 18TH ST | OLIVEHURST CA 95961 |
| RICHARD C ROJA | | 197 W 41ST AVE | SAN MATEO CA 94403 |
| CAROLYN L OROURKE | | 19827 ATASCOCITA PINES DR | HUMBLE TX 77346 |
| U S A | | 19841 GLEN UNA DR | SARATOGA CA 95070 |
| DAMSCHEN LAURA VIRGINIA REV MANAGE | C/O DAMSCHEN LAURA V TRUSTEE | 2 STONEWOOD COMMONS | CHICO CA 95928 4045 |
| RICK & PATTI STEMPLE | C/O STEMPLE RICK & PATTI TRUSTEES | 2015 E 8TH ST | CHICO CA 95928 |
| JAMES L DUTRO | DUTRO JOHN W | 2033 PALM AVE | CHICO CA 95926 |
| DAVID SWANSON | | 2036 NEVADA CITY HWY #318 | GRASS VALLEY CA 95945 7700 |
| ABBAS & SAITO MARIKO LARIZADEH | C/O LARIZABEH ABBAS & SAITO MARIKO TRUSTEES | 2047 30TH AVE | SAN FRANCISCO CA 94116 -114 |
| NAVARRO RUBEN M ESTATE | C/O NAVARRO PATRICIA | 2047 SYLVAN LAKE DR | GROVETOWN GA 30813 |
| MARGARETTA A MAKER | C/O MAKER MARGARETTA | 20885 HIGH COUNTRY LN | ANDERSON CA 96007 |
| WELLS FAMILY TRUST | C/O WELLS TIMOTHY R & CARRIE L TRUSTEES | 209 REDBUD DR | PARADISE CA 95969 |
| FREDERICK R WOLF | C/O WOLF FREDERICK R TRUSTEE | 21 FAYE CT | PETALUMA CA 94954 |
| ROBERT ALLAN MILLER | C/O MILLER ROBERT ALLAN TRUSTEE | 2100 DELANCY DR | NORMAN OK 73071 |
| RICK & PATTI STEMPLE | C/O STEMPLE RICK & PATTI TRUSTEES | 2105 E 8TH ST | CHICO CA 95928 |
| STATE LAND CONSERVANCY LLC | | 218 S BUSH ST | ORANGE CA 92868 |
| NEAL D BORDENAVE | | 2197 HONEY RUN RD | CHICO CA 95928 8851 |

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| ROBERT J & WHEAT ANNIE LAURIE STONEBRAKER JOHN C | 220 DRIFTWOOD LN | ROCKHILL SC 29732 |
| SUSAN J STOKES PIERCE | 2209 LAKWOOD BLVD | LONG BEACH CA 90815 2507 |
| ENERGY GROWTH PARTNERSHIP I | 2229 HARBOR BAY PKWY | ALAMEDA CA 94502 |
| BUCKLEY FAMILY TRUST | 2245 GREYSTONE LN | LINCOLN CA 95648 |
| EQUITY TRUST COMPANY FBO ROBERT MICHAEL METZ IRA | 225 BURNS RD | ELYRIA OH 44035 |
| CSB COMMON | 2261 MARKET ST | SAN FRANCISCO CA 94114 |
| JAMES BAILEY | 230 W 15TH ST | CHICO CA 95928 |
| PAULA C HUGHES | 2310 NEW JERSEY AVE | SAN JOSE CA 95124 1035 |
| DON SABIN | 2415 OLIVERA RD #4 | CONCORD CA 94520 |
| STEVEN A MOORE | 244 N LAS FLORES | NIPOMO CA 93444 |
| SETTIMI FAMILY TRUST | 245 N FAIRWAY | VISALIA CA 93291 |
| MICHAEL E & ROXANN LANG | 2459 EL PASO WAY | CHICO CA 95926 |
| FRED & SHERRY VONSTIEFF | 2481 PACHECO ST | CONCORD CA 94520 |
| ROBERTS LIVING TRUST | 2485 NOTRE DAME BLVD #14 | CHICO CA 95928 |
| MARY DUKES | 2485 NOTRE DAME BLVD #370-2 | CHICO CA 95928 |
| COUNTY OF BUTTE | 25 COUNTY CENTER DR | OROVILLE CA 95965 |
| ZACHARY DEIS | 2509 PREAKNESS CT | SANTA ROSA CA 95401 |
| ANNETTE P DIAZ HALL | 2537 THISTLE CREEK ST | SANTA ROSA CA 95404 |
| RONALD H & NORMA R MILES | 2570 MEADOW VIEW DR | RED BLUFF CA 96080 |
| GREGORY HEIDENREICH | 2639 COLLEGE AVE #5 | BERKELEY CA 94704 3432 |
| MARC & MARY TURKEL | 270 SW 8TH AVE | CANBY OR 97013 |
| VERA STARKS | 27114 SECO CANYON RD | SANTA CLARITA CA 91350 |
| KENNETH & KAREN BEDSAUL | 280 CARMEL CT | PARADISE CA 95969 |
| MARION E J SUHRIE | 2851 FRANCES AVE | LA CRESCENTA CA 91214 2305 |
| RICHARD UNGSIK & DIANE SEON SHIN | 2886 ROSARIO CT | SAN JOSE CA 95132 |
| TERRY & JACQUELYN POHLER | 2900 MORTARA CIR | PLACERVILLE CA 95667 |
| CRAIG C OCHSNER | 292 CHICO CANYON RD | CHICO CA 95928 9128 |
| BRIAN & CHRISTINE MEYERPETER | 2950 ANTELOPE VALLEY RD | RENO NV 89506 |
| RAYMOND JOHNSON | 3039 ARROWHEAD ST | COPPERPOLIS CA 95228 9322 |
| DAVID & OSA SCHMARJE | 3142 COURTNEY DR | LOMPOC CA 93436 |
| JOHN WILLIAM & TRACY LEWIS ANDERSON | 3160 RUBINO DR #119 | SAN JOSE CA 95125 |
| HELEN P PLILER | 31805 AIRPORT RD | FORT BRAGG CA 95437 |
| LEE R & CHERYL REV BENNETT | 320 BURDEN TER | PARADISE CA 95969 |
| EDWARD C WRIGHT | 3300 OFARRELL DR | SACRAMENTO CA 95815 |
| PETER W BROWN | 331 WALSH RD | ATHERTON CA 94025 |
| DOUG J & GAYLE W PIERSON | 3319 EISENHOWER DR | SACRAMENTO CA 95826 |
| ERIC C VON ROTZ | 3324 21ST ST | SAN FRANCISCO CA 94110 |
| DARWIN E & CAROL J WILLIAMS | 341 W KENNETH RD | GLENDALE CA 91202 1410 |
| WAYNE A & GLORIA JEAN KREUTZER | 3492 SE HIGHWAY 63 | TALIHINA OK 74571 5940 |
| SIMONDS FAMILY REVOCABLE TRUST | 35 GAIL CT | CHICO CA 95793 9235 |
| ROBERT E WOOD | 3517 SUNVIEW RD | PARADISE CA 95969 8104 |
| SALING WARREN O ESTATE | 3555 8TH ST | DEMING NM 88030 |
| MARK & DEBRA FORD | 35679 HWY 550 | MONROSE CA 81403 8478 |
| GLORIA JEAN KREUTZER | 3592 SE HIGHWAY 63 | TALIHINA OK 74571 2286 |
| DEBORAH A PENNER | 360 E 1ST ST | CHICO CA 95928 5402 |
| NICK PETE & TOULA N LAGUSIS | 3617 GALLAGHER CIR | ANTIOCH CA 94509 |
| PRUTER FAMILY TRUST | 371 LA MOSA AVE | ENCINITAS CA 92024 |
| DANNY & MICHELLE D WILLIS | 37431 5TH ST | PALMDALE CA 93550 |
| JANE KINDIG EVANS | 3788 LAKE ALMANOR DR | LAKE ALMANOR CA 96137 |
| MARION DIANA DURBIN | 380 GREENBRIER RD | HALF MOON BAY CA 94019 -226 |
| LYNDA KIMERER | 3888 RAILROAD AVE | YUBA CITY CA 95991 |
| KORON ANTHONY N ESTATE | 38895 ADCOCK DR | FREMONT CA 94536 |
| WILLIAM SCOTT LEE | 398 VALLEY VIEW DR | PARADISE CA 95969 |
| MESEROLE VIRGINIA SEPARATE PROPERTY | 4 AMBER WAY | CHICO CA 95926 |
| ROSE R REYES | 40545 BRONCO CIR | TEMECULA CA 92592 8342 |
| THOMAS S & ANAGHA DANDEKAR CLIFFORD | 406 43RD ST #2 | OAKLAND CA 94609 |
| CHARLES V HARRIS | 4169 EUACALYPTUS LN | WINTERS CA 95694 |
| CAROL RUTH HAWTHORNE | 417 GOHR RD | SULTAN WA 98294 |
| GEOFFREY TEMPLE & KATHLEEN MARIE CHAPMAN | 420 LEDINGHAMS LNDG | MONROE VA 24574 2637 |
| JOHN F BESSOLO | 424 FIRST ST | RODEO CA 94572 |
| GREEN FAMILY TRUST | 4250 KIRK RD | SAN JOSE CA 95124 |
| PALMER & EDEL NORDVICK | 4257 DELAWARE DR | FREMONT CA 94538 5906 |
| LAMONICA & BOVE | 426 30TH ST | HERMOSA BEACH CA 90254 |
| WILLIAM & LINNETTE CHARLOP | 4261 DRAKE WAY | LIVERMORE CA 94550 |
| MATTHEW & NAPOLI JENNIFER BRANSON | 4279 BANYA TRL | OROVILLE CA 95965 9777 |
| SUSAN PROFIT SHARING PLAN PATTERSON | 4302 OCEAN DR | MANHATTAN BEACH CA 90266 |
| BARRY & SANDRA WHITESIDES | 44 40AKDALE | IRVINE CA 92714 |
| RICHARD A & PATRICIA A SCHEPPLER | 4411 JANA VISTA | EL SOBRANTE CA 94803 |
| SIERRA PRESERVATION PARTNERS LLC | 4425 JAMBOREE RD #250 | NEWPORT BEACH CA 92660 |
| MARLEE BORBA | 443 LONE TREE RD | OROVILLE CA 95965 |
| LLOYD W & RITA N ROBERTSON | 4475 SUNSET OAKS DR | PARADISE CA 95969 |
| JEFFERY W CHAMBERS | 4501 MEADOW CIR | RESCUE CA 95672 |
| CARSTEN B & ANGELA B MORRIS | 457 SUNSET DR | PARADISE CA 95969 |
| PAUL C DANA | 46 VALLEJO ST | PETALUMA CA 94952 |
| DIANNE L CHAPIN | 4764 WEST AVE | QUARTZ HILL CA 93536 |
| CATHLEAN F SLOAN | 4773 SALMON DR | PARADISE CA 95969 6667 |
| BLACK FAMILY LIVING TRUST | 483 MENDOCINO ST | BRISBANE CA 94005 1542 |
| RICHARD ROGERS | 4900 ST THOMAS DR | FAIR OAKS CA 95628 |
| DENNIS PROFIT SHARING PLAN DEROMEDI | 492 E 3RD ST | CHICO CA 95928 |
| ROGER ANDRE & MARCIA J DIONNE | 495 LOWELL ST | DALY CITY CA 94014 |

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| DAVID A & CHRISTINE EVERETT | | 4950 COHASSET RD #2 | CHICO CA 95973 |
| SCOTT S JEFFERS | | 4962 LAGO VISTA WAY | PARADISE CA 95969 |
| RICK & LIZ KYLE | KYLE RICHARD WAYNE JR & ELIZABETH MARIE TRUSTEES | 50 RED ROCK RD | MCARTHUR CA 95056 8705 |
| JOHN L & KYOKO WARD | | 5008 DOYLE RD | SAN JOSE CA 95129 |
| LAWRENCE MANLEY & JEAN EDMONDSON WILCOX | | 5037 HOOPER LN | CHICO CA 95928 |
| ONEILL REVOCABLE INT VIV TRUST | C/O ONEILL NANCY C TRUSTEE | 5056 HOOPER LN | CHICO CA 95928 |
| JEFFREY R & KATHY JEANE MOORE | | 5058 HOOPER LN | CHICO CA 95928 |
| NICK V KRIEL | | 5062 HOOPER LN | CHICO CA 95928 |
| LESLIE & CONNIE H SCOTT | C/O SCOTT LESLIE & CONNIE H TRUSTEES | 5129 TOYON LN | PARADISE CA 95969 6225 |
| WILBUR T & ELEANOR N TYSON | | 5134 COUNTRY CLUB DR | PARADISE CA 95969 |
| LORENA ROSE & STEPHEN L MAYO | | 5137 SUNSHINE RIDGE TRL | FOREST RANCH CA 95942 |
| JOANNE V & LONNIE G MURRAY | C/O MURRAY JOANEE & LONNIE TRUSTEES | 521 N 10TH AVE #210 | CALDWELL ID 83605 |
| HUFF FAMILY TRUST | C/O HUFF ROBERT B & ARLENE W TRUSTEES | 5217 HARRIS HILLS RD | CHICO CA 95928 8880 |
| BASSETT W RICHARD | | 5254 BURGUNDY LN | FOREST RANCH CA 95942 |
| ANDREA REALTY ROLDE | | 5300 NIMSHEW RUN LN | CHICO CA 95928 8343 |
| PAUL G CORREA | | 5304 FORT HUMBURG RD | CHICO CA 95928 |
| CENTERVILLE CEMETERY | C/O HELMS BILL | 5307 PASA WAY | CHICO CA 95928 |
| JOHN S SECOND | | 5309 OLD NIMSHEW STAGE RD | CHICO CA 95928 |
| KATHER-OHLIGER LIVING TRUST | C/O OHLIGER GORDON & KATHER PAMELA TRUSTEES | 5315 DECEPTION RIVER RD | CHICO CA 95928 8815 |
| MICHAEL F & LAWLER BONNIE LAWKER | | 5317 LEAVITT WAY | FAIR OAKS CA 95628 |
| GROCHOWSKI JOHN LIFE ESTATE | C/O GROCHOWSKI CHRISTOPHER | 5319 INGLEWOOD BLVD #7 | CULVER CITY CA 90230 |
| DAVID & ELIZABETH SISK | C/O SISK DAVID & ELIZABETH TRUSTEES | 5338 DECEPTION RIVER RD | CHICO CA 95928 8815 |
| PAMELA & ALLEN HARTHORN POSEY | C/O HARTHORN ALLEN L & POSEY PAMELA J TRUSTEES | 5342 LA PLAYA | CHICO CA 95928 |
| MICHAEL & LANE DIANA LUTTER | | 535 Blue Ridge DR | BOULDER CREEK CA 95006 |
| HIRTEL FAMILY REVOCABLE TRUST | C/O HIRTEL GARY KENT & JANE ROBERTA TRUSTEES | 5350 FINNICUM RD | CHICO CA 95928 8817 |
| MARJORIE LYNN BOMMERSBACH | | 5350 FT HUMBUG RD | CHICO CA 95928 |
| KLUDT REV SCHAFER | C/O SCHAFER WALTER E & KLUDT TERESA LYN TRUSTEES | 5357 NIMSHEW RUN LN | CHICO CA 95928 8343 |
| BRADLEY & NANNETTE DUNIVAN | DUNIVAN NATHANIEL ROBERT | 537 SHANNON DR | VACAVILLE CA 95688 |
| GORDON V & MARTI F WOLFE | | 5376 NIMSHEW RUN LN | CHICO CA 95928 |
| LYNNEA POPPENHAGEN | | 5398 LA PLAYA CT | CHICO CA 95928 8881 |
| R & E WOOD | C/O WOOD ROWLIN T & EVA D TRUSTEES | 5432 SAWMILL RD | PARADISE CA 95969 |
| JOSE OLIVER | | 5464 HARRIS HILLS RD | CHICO CA 95928 8880 |
| DANIEL J GATES | | 5471 ALPINE CT | PARADISE CA 95969 |
| MARY ANN COOKE | | 5476 GREENWOOD AVE | CLOVIS CA 93611 4301 |
| WELDON GLORIA J ESTATE | KEIL HAROLD RAYMOND | 5500 RANCHITO WAY | SANTA ROSA CA 95403 |
| MERILYN M GUNTER | | 5513 MIKE ARTHUR CT | CITRUS HEIGHTS CA 95610 7918 |
| DONALD N ROWELL | | 5521 GREENMEADOWS ST | TORRANCE CA 90505 |
| MATTHEW D HAWTHORNE | | 564 WATERFORD DR | CHICO CA 95973 |
| EDWARD I & MARY A CARLONI | C/O CARLONI EDWARD E | 5641 CHERRY LN | PARADISE CA 95969 |
| SCOT & LYNN ST DENIS | | 5710 JERSEY DR | ROCKLIN CA 95765 |
| CHRISTINE HEINKE | | 5768 PASCHAL WAY | MAGALIA CA 95954 9136 |
| COLIN B FERGUSON | | 5784 PASCHAL WAY | MAGALIA CA 95954 |
| CHRISTOPHER & ALMA ROBERTS | | 5786 GOLD RUSH RD | MAGALIA CA 95954 |
| DARLENE M LIV QUINN | QUINN DARLENE M TRUSTEE | 5790 GOLD RUSH RD | MAGALIA CA 95954 |
| TOM HENSLIN | | 5792 GOLD RUSH RD | MAGALIA CA 95954 |
| JAMES FLOWERS | | 5795 PASCHAL WAY | MAGALIA CA 95954 |
| ERNEST W & ERMA I HUFSCHEIDT | C/O HUFSCHEIDT ERNEST W TRUSTEE | 5811 PASCHAL WAY | MAGALIA CA 95954 9136 |
| JOSEPH GEURTS | | 5817 PINE CANYON DR | MAGALIA CA 95954 |
| JOHN F & PHYLLIS J OFARRELL | | 5822 PASCHAL WAY | MAGALIA CA 95954 9136 |
| FERN & CLIFF LEE | C/O LEE CLIFFORD & FERN TRUSTEES | 5828 PONDEROSA WAY | MAGALIA CA 95954 |
| FERN & CLIFF LEE | C/O LEE CLIFFORD & FERN TRUSTEES | 5823 PONDEROSA WAY | MAGALIA CA 95954 |
| JACOB LEE BROWNLEE | | 5834 PONDEROSA WAY | MAGALIA CA 95954 |
| KANDY S QUEN-JUDD | BRYNING DAVID | 5837 PENTZ RD | PARADISE CA 95969 5535 |
| COLLINS REVOCABLE INTER VIVOS TRUST | C/O COLLINS WILLIAM W & YVONNE M TRUSTEES | 5838 PASCHAL WAY | MAGALIA CA 95954 9136 |
| WILLIS HORN | | 5842 PONDEROSA WAY | MAGALIA CA 95954 |
| DOUGLAS J POPPELREITER | | 5855 PINE CANYON DR | MAGALIA CA 95954 |
| ROBERT L HARRY | C/O HARRY ROBERT L TRUSTEE | 5855 TIKA LN | MAGALIA CA 95954 |
| DONNA L DIXON | DIXON DONNA L TRUSTEE | 5859 FICKETT LN | PARADISE CA 95969 5516 |
| CHAMBERS FAMILY MOUNTAIN GROUND T CHAMBERS BEVERLY J TRUSTEE | | 586 ENTLER AVE | CHICO CA 95928 |
| JILL D WILLIAMS | | 5864 PASCHAL WAY | MAGALIA CA 95954 |
| BARBARA M ENGEL | | 5900 CANYON VIEW DR #107 | PARADISE CA 95969 |
| LISA G MATOES | | 5915 FERN GLENN WAY | MAGALIA CA 95954 |
| MARTIN W J PIERCE | | 5915 FERN GLENN WAY | MAGALIA CA 95954 9697 |
| MATTHEW & COURTNEY M WOLFE | | 5926 HAPPY HOLLOW RD | MAGALIA CA 95954 9684 |
| MICHAEL L & ILENE HARPER | | 5932 CRESTVIEW DR | PARADISE CA 95969 |
| SCARLET & RAYMOND MILLER | | 5937 FERN GLENN WAY | MAGALIA CA 95954 9697 |
| PENELOPE WERTZ | C/O WERTZ PENELOPE TRUSTEE | 5938 HAPPY HOLLOW RD | MAGALIA CA 95954 9684 |
| JOSEPH V & SANDRA L CAMPBELL | | 5941 HAPPY HOLLOW RD | MAGALIA CA 95954 9684 |
| JOHN H & PENNY D VAUGHN | | 5943 FERN GLENN WAY | MAGALIA CA 95954 |
| DEBRA KENNEDY | | 5947 FERN GLENN WAY | MAGALIA CA 95954 9697 |
| JACOB MCCLURE | | 5951 PILGRIM LN | MAGALIA CA 95954 |
| DWIGHT L & CASSANDRA M MCCAMPBELL | | 5952 PILGRIM LN | MAGALIA CA 95954 9667 |
| NADINE E BUTLER | C/O BUTLER NADINE E TRUSTEE | 5963 HAPPY HOLLOW RD | MAGALIA CA 95954 |
| SHAWN T & CHANDRA-MAE A MEDLEY | | 5965 MCLAIN LN | PARADISE CA 95969 |
| SNIDOW FAMILY TRUST | C/O SNIDOW NEAL & DEBRA TRUSTEES | 5970 TIMBER RIDGE DR | MAGALIA CA 95954 |
| RAYMOND & KATHY FLOWERS | | 5975 PASCHAL WAY | MAGALIA CA 95954 |
| ANTHONY W & THERESA R DAMBROSIO | | 5981 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| CRAIG C & CYNTHIA E SWEENEY | | 5983 PILGRIM LN | MAGALIA CA 95954 9667 |
| DAVID D DICKSON | C/O DICKSON DAVID D TRUSTEE | 5986 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| HENRY A & LEANNA I HALBACH | C/O HALBACH HENRY A & LEANNA I TRUSTEES | 5992 TIMBER RIDGE RD | MAGALIA CA 95954 |

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| JOAN T MALUMPHY | C/O MALUMPHY JOAN T TRUSTEE | 6 SANDRA CIR | CHICO CA 95926 |
| BOBBY L & DOROTHY I MOORE | C/O MOORE DOROTHY I TRUSTEE | 6004 TIMBER RIDGE DR | MAGALIA CA 95954 |
| JENNIFER KENOYER | | 6038 CLARK RD #141 | PARADISE CA 95969 4189 |
| NICHOLAS S REV NEMETH | C/O NEMETH NICHOLAS S TRUSTEE | 6039 PATRIDGE WAY | MAGALIA CA 95954 |
| MICHAEL & DONNA SANDQUIST | C/O SANDQUIST MICHAEL W & DONNA L TRUSTEES | 6039 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| JOHN & FREDA MATTINGLY | | 6040 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| JANET C KOENIG | C/O KOENIG JANET C TRUSTEE | 6050 AUSTIN O'BRIEN RD | MAGALIA CA 95954 9685 |
| LANCE E NEUMAN | | 6050 MYAMBER CT | MAGALIA CA 95954 9666 |
| CHERYL LUDY | C/O LUDY CHERYL TRUSTEE | 6068 MYAMBER CT | MAGALIA CA 95954 9666 |
| DANNY R & JUDITH L HOLINSWORTH | | 6069 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| SIGRID C GORDON | | 607 Seward ST | LOS ANGELES CA 90004 1109 |
| YORK FAMILY TRUST | C/O YORK RUSSELL E TRUSTEE | 6070 PARTRIDGE WAY | MAGALIA CA 95954 9001 |
| DAVID & DIANNE HARMACEK | C/O HARMACEK DAVID J & DIANNE L TRUSTEES | 6079 MYAMBER CT | MAGALIA CA 95954 9666 |
| LUBETKIN FAMILY TRUST | C/O LUBETKIN DAVID S & LAURA A TRUSTEES | 6080 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| CRARY DECLARATION OF | C/O CRARY SARAH K TRUSTEE | 6089 CAMP DE SABLE LN | MAGALIA CA 95954 |
| DAREN & RENE L OTTEN | | 6093 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| SARAH ANN & TRAVIS JAMES WALKER | | 6095 TIMBER RIDGE DR | MAGALIA CA 95954 9149 |
| RICHARD K & DONNA R DUNCAN | | 610 W 11TH ST | CHICO CA 95928 |
| ROGER A DEMARTEAU | | 6104 GAY WAY | N HIGHLANDS CA 95660 |
| DAVID A & CORINNE SCHNEIDER | | 6105 GLEN HARBOR DR | SAN JOSE CA 95123 |
| KENNETH D & DEBORAH J HANSEN | | 6112 TIMBER RIDGE DR | MAGALIA CA 95954 |
| SMAIL FAMILY TRUST | C/O SMAIL DANIEL R & KATHLEEN G TRUSTEES | 6113 LAMBERT LN | MAGALIA CA 95954 9729 |
| SHIRLEY M VINCENT | C/O VINCENT SHIRLEY | 6114 DALTON WAY | MAGALIA CA 95954 |
| LEIGH ALLEN BENTLEY | | 6119 LAMBERT LN | MAGALIA CA 95954 |
| ANITA L RENTCH | | 6120 LAMBERT LN | MAGALIA CA 95954 9729 |
| MATTHEW J WING | WING WILLIAM J & ANN F | 6125 DE SABA LN | MAGALIA CA 95954 |
| WEMMER FAMILY TRUST | C/O WEMMER CHRISTEN M & SHIRLEE R TRUSTEES | 6125 TOMS TRL | MAGALIA CA 95954 9148 |
| CARLA CLANCY | C/O CLANCY CARLA TRUSTEE | 6127 SHOWDOWN CIR | MAGALIA CA 95954 9661 |
| BIEDERMAN-MCNUTT LIVING TRUST | C/O MCNUTT SHARON E TRUSTEE | 6129 DALTON WAY | MAGALIA CA 95954 9626 |
| CHRISTINA JEAN & PARISH LAMOTTE RICKERT | | 6130 LAMBERT LN | MAGALIA CA 95954 9729 |
| BENJAMIN & DANIELLE MEYERS | | 6131 SHOWDOWN CIR | MAGALIA CA 95954 |
| THOMAS & ANNA EARLEY | C/O EARLEY THOMAS J & ANNA T TRUSTEES | 6134 SHOWDOWN CIR | MAGALIA CA 95954 9661 |
| GERALD R & KIM WILLIAMSON | | 6137 DALTON WAY | MAGALIA CA 95954 9626 |
| DAVID A & STEPHANIE G UHOR | | 6137 SHOWDOWN CIR | MAGALIA CA 95954 9661 |
| ENIS E MASETTI | C/O MASETTI ENIS E TRUSTEE | 6138 RAINBOW DR | SAN JOSE CA 95129 |
| JACK R & SHIRLEY A TAYLOR | TAYLOR JACK R & SHIRLEY A TRUSTEES | 6142 FIRETHORN CIR | MAGALIA CA 95954 9660 |
| CHERYL CHOATE | | 6142 SOME WAY | MAGALIA CA 95954 |
| STANLEY M & SUZANNE R TRENHAILE | | 6145 DALTON WAY | MAGALIA CA 95954 9626 |
| VIRGIL THOMAS & BONNIE JEAN RIGHTMIER | | 6145 DESABA LN | MAGALIA CA 95954 |
| DAVID KEITH & SUSAN KAY YORK | C/O YORK SUSAN K TRUSTEES | 6145 FIRETHORN CIR | MAGALIA CA 95954 9660 |
| MICHAEL J & GEMMA P CLOW | | 6146 SHAWNEE LN | MAGALIA CA 95954 |
| DOLLY S DENNEN | CLARK LEO | 6147 SHOWDOWN CIR | MAGALIA CA 95954 9661 |
| MATTHEW C CRUTHERS | STEWART KATHLEEN M | 6148 DALTON WAY | MAGALIA CA 95954 9626 |
| CHRISTOPHER M & YVONNE S MACLEOD | | 6150 FIRETHORN CIR | MAGALIA CA 95954 |
| DEGMETICH FAMILY LIVING TRUST | DEGMETICH MICHAEL M & NORMA D TRUSTEES | 6152 DALTON WAY | MAGALIA CA 95954 9626 |
| MICHAEL L HOWES | | 6153 DALTON WAY | MAGALIA CA 95954 |
| SEAN P & ANGELA K FARRELLE | | 6158 DALTON WAY | MAGALIA CA 95954 |
| JOE & KITTY DILLON | | 6159 DALTON WAY | MAGALIA CA 95954 9626 |
| GARY R & CHRISTINE E TUCKER | | 6159 TRANQUILITY LN | MAGALIA CA 95954 |
| DENNIS HUTTON | | 6160 SHOWDOWN CIR | MAGALIA CA 95954 9015 |
| KURT E & GLORIA A LEONARD | | 6165 DALTON WAY | MAGALIA CA 95954 9626 |
| MARTINEZ TRUST | MARTINEZ ROBERT & PAMELA J TRUSTEES | 6170 TRANQUILITY LN | MAGALIA CA 95954 |
| GARY D & TRACY A EASLEY | EASLEY ROBERT L JR | 6172 SHOWDOWN CIR | MAGALIA CA 95954 9015 |
| SHIRLEY G LYON | C/O LYON SHIRLEY G TRUSTEE | 6173 TOMS TRL | MAGALIA CA 95954 9148 |
| HOPKINS FAMILY LIVING TRUST | C/O HOPKINS DAVID A & ROBIN L TRUSTEES | 6177 TOMS TRL | MAGALIA CA 95954 |
| TED TRIMBLE | DINICOLA JUDY | 6181 DALTON WAY | MAGALIA CA 95954 9626 |
| STEVEN D & TAMERA L CLARK | | 6186 DALTON WAY | MAGALIA CA 95954 9626 |
| MICHAEL R & KATHERINE M LEONARD | | 6193 DALTON WAY | MAGALIA CA 95954 9626 |
| RANDY L & CHERYL A GARCIA | C/O GARCIA RANDY L & CHERYL A TRUSTEES | 6198 FIRETHORN CIR | MAGALIA CA 95954 9660 |
| BONGSOO KALLIGAS | C/O KALLIGAS BONGSOO TRUSTEE | 6199 FIRETHORN CIR | MAGALIA CA 95954 9660 |
| RONALD P & JEBBY D HUTTO | | 6202 FIRETHORN CIR | MAGALIA CA 95954 8919 |
| GLEN N ROWLEY | | 6203 POSEY LN | PARADISE CA 95969 |
| THEA MAX | | 6206 STEIFFER RD | MAGALIA CA 95954 |
| PHILIP A LIRA | | 6210 STEIFFER RD | MAGALIA CA 95954 9711 |
| PHILLIP A & TRACY L LIRA | C/O LIRA PHILLIP A & TRACY L TRUSTEES | 6211 COLUMBINE RD | MAGALIA CA 95954 |
| DENMAN D KESSLER | CULBRETH ARLINE M | 6211 STEIFFER RD | MAGALIA CA 95954 9774 |
| MICHAEL KENNETH MCMASTER | | 6212 COLUMBINE RD | MAGALIA CA 95954 9714 |
| JOHN T & LUCILLE D RILEY | C/O RILEY LUCILLE DOLORES TRUSTEE | 6215 STEIFFER RD | MAGALIA CA 95954 |
| COLIN & MARY SMITH | | 6223 CANNON CT | MAGALIA CA 95954 |
| ROSE MARIE JACK | C/O JACK ROSE MARIE | 6225 ODESSA CT | MAGALIA CA 95954 |
| ROBERT OTTO & LORENE ANN BROOKS | | 6232 MCREYNOLDS CT | MAGALIA CA 95954 |
| BRYCE S STIMSON | | 6232 STEIFFER RD | MAGALIA CA 95954 9711 |
| JAMES MICHAEL HARLAN | | 6241 RAMBLING WAY | MAGALIA CA 95954 |
| PAUL L & KENYON CINDY K VANDEGRIFT | | 6242 PUEBLO DR | MAGALIA CA 95954 |
| PRYDE FAMILY TRUST | C/O PRYDE DONALD C & CAROLYN M TRUSTEES | 625 3RD AVE | GREAT FALLS MT 59401 |
| MICHAEL R & CHARLOTTE E CHAMBERLAIN | | 6254 CLARK RD | PARADISE CA 95969 |
| MARK W & TONYA R B DALE | | 6256 STEIFFER RD | MAGALIA CA 95954 9711 |
| DELUCCHI FAMILY REVOCABLE LIVING TRU | C/O DELUCCHI RICHARD J & JANICE I TRUSTEES | 626 WINSLOW DR | YUBA CITY CA 95991 |
| KIM MITCHELL | | 6261 STEIFFER RD | MAGALIA CA 95954 |
| ROBERT K PACINI | | | |

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| MARIAN E & GREG FAULKNER | 6262 COLUMBINE RD | MAGALIA CA 95954 9114 |
| DAVID R & CAROLYN S STEPHENS | 6265 COLUMBINE RD | MAGALIA CA 95954 |
| CLIFFORD E & CAROLYN A LATTA | 6270 COLUMBINE RD | MAGALIA CA 95954 9115 |
| H H WILSON | 6273 STEIFFER RD | MAGALIA CA 95954 |
| THORNTON AKERS MARSHALL | 6274 STEIFFER RD | MAGALIA CA 95954 |
| WILLIAM W & WILMA J ARNOLD | 6276 ARWOOD DR | MAGALIA CA 95954 9788 |
| WILLIAM W & WILMA J ARNOLD | 6277 ARWOOD DR | MAGALIA CA 95954 |
| JEFF S EPPERSON | 6280 SPAR WAY | MAGALIA CA 95954 |
| ANITA C DANIELS | 6283 SPAR WAY | MAGALIA CA 95954 9318 |
| VERNON D STEPHENS | 6286 COLUMBINE RD | MAGALIA CA 95954 9115 |
| WILLIAM A & KATHRYN A DOWN | 6287 COLUMBINE RD | MAGALIA CA 95954 9115 |
| LINDEN ANN & JEFFREY VANDER | 6287 RAMBLING WAY | MAGALIA CA 95954 9725 |
| JOE & KRISTINA GOURLEY | 6287 STEIFFER RD | MAGALIA CA 95954 |
| RICHARD & VIRGINIA GINGERY | 6287 STEIFFER RD | MAGALIA CA 95954 9774 |
| GREGORY ALLEN STUMP | 6288 SPAR WAY | MAGALIA CA 95954 |
| BRENDA BIRKBECK | 6289 SPAR WAY | MAGALIA CA 95954 |
| CHARLES L & PHYLLIS GROH JT KINSEY | 6291 HERITAGE WOODS LN | MAGALIA CA 95954 |
| PETER DENT | 6292 ARWOOD DR | MAGALIA CA 95954 |
| JASON P JOHNSON | 6294 SPAR WAY | MAGALIA CA 95954 9318 |
| RONALD C & MCCLUNG LEIGH F REV LIV QL C/O QUARRY RONALD C | 6296 STEIFFER RD | MAGALIA CA 95954 |
| ERICA D AGUILAR | 6298 SPAR WAY | MAGALIA CA 95954 |
| DAVID & JANIE BLOOD | 6299 SPAR WAY | MAGALIA CA 95954 |
| MYRON & DEBRA A COLEMAN | 6300 STEIFFER RD | MAGALIA CA 95954 |
| SCHREIBER FAMILY TRUST | 6302 SPAR WAY | MAGALIA CA 95954 9318 |
| DENNIS J & MICHELE T ANGELICA | 6304 COLUMBINE RD | MAGALIA CA 95954 |
| PHILLIP F & KEDREN OREILLY | 6305 SHELTON CT | MAGALIA CA 95954 9132 |
| JASON L & TERESA M STOLZ | 6307 COLUMBINE RD | MAGALIA CA 95954 |
| ROBERT EARL & BRENDA KAY HODGE MIDOSE | 6307 STEIFFER RD | MAGALIA CA 95954 9776 |
| MARIE A COOK | 6308 SPAR WAY | MAGALIA CA 95954 9318 |
| RALPH B & TERRI L HALL | 6310 COLUMBINE RD | MAGALIA CA 95954 9112 |
| DUANE K & RACHEL L HUDSON | 6312 SHELTON CT | MAGALIA CA 95954 9132 |
| MICHAEL R & DEON C MANGAN | 6314 SPAR WAY | MAGALIA CA 95954 9318 |
| MARGARET KERR REID | 6315 SPAR WAY | MAGALIA CA 95954 |
| RICHAN DIAZ-INFANTE | 6317 COLUMBINE RD | MAGALIA CA 95954 |
| MARY LYNN TINDALL YOUNG | 6320 SHELTON CT | MAGALIA CA 95954 9132 |
| ERIC JOHN & CHERYL OBERG | 6320 SPAR WAY | MAGALIA CA 95954 9318 |
| BRETT O & CHERYL R REED | 6321 SHELTON CT | MAGALIA CA 95954 9132 |
| SANDRA J BRIONES | 6326 SHELTON CT | MAGALIA CA 95954 9132 |
| CHERI L VINCENT | 6327 SHELTON CT | MAGALIA CA 95954 9132 |
| GREGORY E & DIANA L MUMA | 6330 COLUMBINE RD | MAGALIA CA 95954 |
| PARADISE IRRIGATION DISTRICT | 6332 CLARK RD | PARADISE CA 95969 4146 |
| LINDA F DONEZ | 6332 SPAR WAY | MAGALIA CA 95954 9318 |
| DANIAL T & TAMMY M MCDONOUGH | 6333 RAMBLING WAY | MAGALIA CA 95954 |
| JAMES D ISOM | 6333 STEIFFER RD | MAGALIA CA 95954 |
| TABITHA M MACDONALD | 6336 SPAR WAY | MAGALIA CA 95954 9318 |
| JAMES PATRICK WINDRICK | 6337 COLUMBINE RD | MAGALIA CA 95954 9113 |
| PATRICK & LOTTIE MCLENDON | 6337 IMPERIAL WAY | MAGALIA CA 95954 9304 |
| DAVID L & CONNIE J WENNER | 6340 IMPERIAL WAY | MAGALIA CA 95954 9304 |
| DUNCAN RAY & LYNN ELIZABETH ROSS | 6341 RAMBLING WAY | MAGALIA CA 95954 9725 |
| BRANDON E & BRITTANI K LEE | 6343 COLUMBINE RD | MAGALIA CA 95954 |
| DELLA KAY REV MCHENRY-HILLEY | 6344 COLUMBINE RD | MAGALIA CA 95954 9112 |
| LYNN R & VICTORIA J JT MCMILLAN | 6346 IMPERIAL WAY | MAGALIA CA 95954 9304 |
| TABITHA MACDONALD | 6348 SPAR WAY | MAGALIA CA 95954 |
| LOUISE WOOD | 6350 COLUMBINE RD | MAGALIA CA 95954 |
| DUANE E & KELLER-Houser JACKQUELYN M Houser | 6350 IMPERIAL WAY | MAGALIA CA 95954 9304 |
| MAY G MATHEWS SHIRLEY | 6350 IMPERIAL WAY | MAGALIA CA 95954 9304 |
| DIANA COMFORT | 6351 COLUMBINE RD | MAGALIA CA 95954 9113 |
| CORAL SUVA | 6356 IMPERIAL WAY | MAGALIA CA 95954 |
| RONALD & HARNESS SUE MARIE SAWYER | 6357 IMPERIAL WAY | MAGALIA CA 95954 9304 |
| TODD F BARTOS | 6360 COLUMBINE RD | MAGALIA CA 95954 9112 |
| DANIEL M & CHARLA J APPEL | 6361 COLUMBINE RD | MAGALIA CA 95954 9113 |
| RACHELLE V & SETTERGREN DAVID E EXUM | 6362 IMPERIAL WAY | MAGALIA CA 95954 9363 |
| REV INTER VIVOS GRANTHAM | 6364 COLUMBINE RD | MAGALIA CA 95954 9112 |
| MICHAEL R & TAMI D JESSEN | 6369 STEIFFER RD | MAGALIA CA 95954 |
| NATALIE NAOMI BUNCE | 6371 FOREST LN | PARADISE CA 95969 |
| BOBBY GENE & CONNIE ALICIA DERRINGTON | 6389 RAMBLING WAY | MAGALIA CA 95954 |
| HAL PARTRIDGE | 6390 COLUMBINE RD | MAGALIA CA 95954 9112 |
| BISHOP FAMILY TRUST | 6402 CROSSROADS | MAGALIA CA 95954 |
| RANDY & DEANNA CARTER | 6408 SILK WOOD WAY | CITRUS HEIGHTS CA 95621 |
| GARY M HALL | 6420 HUPP COUTOLENC RD | MAGALIA CA 95954 |
| ANDREW & JANELL L SPRAGUE | 6458 CYNTHIA LN | PARADISE CA 95969 2534 |
| MILBURN LIVING TRUST | 6469 CROSSROADS AVE | MAGALIA CA 95954 |
| WILLIAM RAY & MORAES MARIA ELZA POE | 6499 TOADTOWN WAY | MAGALIA CA 95954 |
| WELLS FARGO BANK | 6501 IRVINE CENTER DR | IRVINE CA 92618 |
| MARY LUCILLE KAEMS | 6521 RIO OSO DR | RANCHO MURIETA CA 95683 9204 |
| DIANA C HUSS | 6526 OCEAN CREST DR #208 | RANCHO PALOS VERD CA 90275 5405 |
| BRUCE M & JUTTA E MCLAUGHLIN | 6560 CLARK RD | PARADISE CA 95969 |
| RICHARD & JAN TALLEY | 6569 HURON CT | MAGALIA CA 95954 |
| PAUL & VIOLET SZEGO | 6582 ROCKY LN #25 | PARADISE CA 95969 2639 |
| RONALD ALLEN HARRIS | 660 DAM RD | MURPHYS CA 95247 |

| | | |
|------------------------------------------|------------------------|--------------------------------|
| GARY E & DIANE L RAY | 6601 RAY FAMILY LN | MAGALIA CA 95954 |
| NORMAN A & ANDREA K BOWEN | 6613 HUPP COUTOLENC RD | MAGALIA CA 95954 |
| WELDON MAGNESS | 6616 HUPP COUTOLENC RD | MAGALIA CA 95954 9056 |
| MICHAEL WILLIAM & THERESA RUTH COLE | 6623 ALLENTOWN RD | MAGALIA CA 95954 |
| AINA L LOZADA | 6626 ALLENTOWN RD | MAGALIA CA 95954 9012 |
| RICHARD & JOAN DELPRADO | 6626 HUPP COUTOLENC RD | MAGALIA CA 95954 9056 |
| RAY FAMILY SURVIVORS TRUST | 6647 RAY FAMILY LN | MAGALIA CA 95954 |
| SCOTT A GAILEY | 669 PALMETTO AVE #D | CHICO CA 95926 |
| PARADISE UNIFIED SCHOOL DISTRICT | 6696 CLARK RD | PARADISE CA 95969 |
| GARY & JUDITH SIMMONS | 6702 ECHO GLEN CT | MAGALIA CA 95954 |
| RICKIE TOVEY | 6715 CUMORAH CREST WAY | MAGALIA CA 95954 |
| MARTHA A WALBURN | 6735 LAKEFRONT DR | MAGALIA CA 95954 |
| NEIL E & CINDY L ALLEN | 6745 CASTLEPOINT LN | CASTLE PINES NORT CO 80108 |
| GREGORY M & JENNIFER TAYLOR | 685 VAN FOSSEN RD | PARADISE CA 95969 2532 |
| ROLLIN W PHELPS | 6870 RAVINE CT | NEWCASTLE CA 95658 9686 |
| ROBERT P BERNDT | 6906 CLARK RD | PARADISE CA 95969 2271 |
| CUMMINGS TRUST | 701 HEAVENS GATE LN | PARADISE CA 95969 2555 |
| JAYSON R & JAMES A SPALLINA | 702 MANGROVE AVE #125 | CHICO CA 95926 |
| DALE L & CARRY L DEAN | 7026 DEER CREEK HWY | CHICO CA 95928 |
| IRMGARD JONES | 7185 LANGLY CT | SALINAS CA 93907 |
| BOWDRE L & BETTY JEAN CARSWELL | 723 LILAC DR | SANTA BARBARA CA 93108 1436 |
| WARD S & ANNA M SHIDELER | 7285 IDLEWILD RD | SOMERSET CA 95684 |
| MARK DAVID HANLON | 730 10TH ST | SAN FRANCISCO CA 94118 |
| STEPHEN J COCHRANE | 742 39TH ST | OAKLAND CA 94609 |
| WINTER CANNON PROPERTIES LLC | 763 HILL VIEW WAY | CHICO CA 95926 |
| JOAN BASCOM | 7980 KENTWOOD WAY | PLEASANTON CA 94588 |
| DANIEL R & RHONDA KENNEDY | 800 CYNTHIA LN | PARADISE CA 95969 2552 |
| DAVID & DIANE BEATTY | 826 CARMEL AVE | LOS ALTOS CA 94022 |
| ERIC & MITCHELL WESTMAN CHRISTIE WESTMAN | 8363 FOXFIRE DR | ORANGEVALE CA 95662 |
| ADELAIDA N COCHRANE | 840 W11TH AVE | CHICO CA 95926 |
| NOOR S ELEBVARY | 840 W11TH AVE | CHICO CA 95926 |
| DUENSING SIX SHARE LAND MANAGEMENT | 850 NORTHGRAVES AVE | CHICO CA 95928 |
| PETERS DAVID A & DEBORAH L LIVING REV | 872 JENSEN AVE | ARBUCKLE CA 95912 |
| TERRY WAYNE LIBBY | 886 ORO ST | EL CAJON CA 92021 |
| SANDRA S WILLIAMS | 8892 ARROWROCK TRL | SMARTSVILLE CA 95977 |
| TERRY MEYER | 8955 SHANNON | TUCSON AZ 85742 |
| RUSSELL & DAWN MEIER | 901 ANABEC ST | BRAINERD MN 56401 3901 |
| ERIN D NEEDS BROCK | 901 BRUCE RD #270 | CHICO CA 95928 8425 |
| PAREZ REVOCABLE TRUST HELEN J ESTATE | 902 BLUE SPRING DR | WESTLAKE VILLAGE CA 91361 2006 |
| ROBERT TRINIDADE DIAS | 904 GLADE CT | ANTIOCH CA 94504 |
| MILORADOVITCH FAMILY TRUST | 919 SAVANNAH CIR | WALNUT CREEK CA 94598 |
| VISINONI FAMILY TRUST | 93 MARLEE LN | PARADISE CA 95969 |
| MARK D JOHNSTON | 946 LACY AVE | CALEXICO CA 92231 |
| DEVON H T HORNING | 9977 JONES AVE | DURHAM CA 95938 |

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

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