

PUBLIC UTILITIES COMMISSION  
505 Van Ness Avenue  
San Francisco CA 94102-3298



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 5869E**  
**As of September 14, 2020**

Subject: Updates to Grant Deed for Fall River Mills RCD Land Donation - Request for Approval under Decision D.03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Division Assigned: Energy

Date Filed: 07-01-2020

Date to Calendar: 07-06-2020

Authorizing Documents: D0312035

Authorizing Documents: D0811043

Authorizing Documents: D1008004

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>08-01-2020</b>



**PUBLIC UTILITIES COMMISSION**  
505 Van Ness Avenue  
San Francisco CA 94102-3298



Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Annie Ho

415-973-8794

[PGETariffs@pge.com](mailto:PGETariffs@pge.com)

**PUBLIC UTILITIES COMMISSION**  
505 Van Ness Avenue  
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to  
**[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)**

July 1, 2020

**Advice 5869-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Updates to Grant Deed for Fall River Mills RCD Land Donation - 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 limited updates to the Grant Deed that was previously approved in Advice 5623-E for PG&E's donation of fee simple title to approximately 463 acres of land in Shasta County, commonly known as Fall River Mills ("Property") to the Fall River Resource Conservation District ("FRRCD"). The updates to the grant deed are limited to granting access rights across PG&E adjacent retained lands to ensure that FRRCD has legal access to reach the donated parcels.

**Background**

Advice Letter 5623-E<sup>1</sup> was submitted on August 22, 2019 and was approved on September 11, 2019 with an effective date of September 11, 2019. During the closing process it was discovered that the donee (FRRCD) lacked the proper access rights to reach the parcels being donated. To facilitate the conveyance of the necessary rights to FRRCD, the Grant Deed (Attachment A) has been modified to include language which grants the necessary access rights to FRRCD across PG&E's adjacent retained lands. In this Advice Letter, PG&E is proposing to update only the grant deed that was originally included in Advice 5623-E to include rights of ingress and egress over PG&E's adjacent retained lands (shown in Exhibit C of Attachment A) and do not include any rights to construct on PG&E property. Other than the updates to the Grant Deed (Attachment A and described above), this Advice Letter does not change any the transaction approved in Advice Letter 5623-E.

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<sup>1</sup> [https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC\\_5623-E.pdf](https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC_5623-E.pdf)

**Protests**

**\*\*\*Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com\*\*\***

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 14, 2020, 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, 4<sup>th</sup> 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 in order complete the closing process for both transactions in a timely manner.

**Notice**

In accordance with General Order 96-B, Section IV, and D.08-11-043 (as modified by D.10-08-004), 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, and Appendix A. 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

**Attachment:**

Attachment A      Grant Deed (Updates to Previously Approved Grant Deed in Advice 5623-E)

cc:    Service List Appendix A - Advice Letter 5869-E  
      Heidi Krolick, Stewardship Council  
      Erin Healy, Stewardship Council  
      Service List A.08-04-020 and I.02-04-026

\*\*\*\*\* **SERVICE LIST Advice 5869-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

Fall River Resource Conservation District  
P.O. Box 83 (44327 Highway 200 East)  
McArthur, CA 96056  
Attn: Executive Director  
fallriverrcd@citilink.net

Shasta Land Trust  
1768 West Street  
Redding, CA 96001  
Attn: Executive Director  
pvienneau@shastalandtrust.org

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





# ADVICE LETTER SUMMARY

## ENERGY UTILITY



**MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)**

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

☒ ELC ☐ GAS ☐ WATER  
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

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

### EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5869-E

Tier Designation: 1

Subject of AL: Updates to Grant Deed for Fall River Mills RCD Land Donation - 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): Compliance, 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:

Service affected and changes proposed<sup>1</sup>: N/A

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

<sup>1</sup>Discuss in AL if more space is needed.

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

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto: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](mailto:PGETariffs@pge.com)

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

Clear Form

## **Attachment A**

**Grant Deed (Updates to Previously Approved Grant  
Deed in Advice 5623-E)**

Grant Deed (REV. 4/16/2020)

RECORDING REQUESTED BY AND RETURN  
TO:

PACIFIC GAS AND ELECTRIC COMPANY  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177  
**Attention: Land Consultant(LCC)**

No Recording Fee Pursuant to Government Code  
27383

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX IS \$0

Transfer Tax Exempt due to Revenue & Taxation  
Code 11922

See Signature of Grantor Below

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD # 2137-04-10004

DEED

(APN # 018-500-002, 023-190-022, 023-19-023, 023-210-008, 023-210-034)

(SBE # 135-45-19-6,7, 35-45-30-2, 135-45-31-1)

## **GRANT DEED AND RESERVATION OF RIGHTS AND EASEMENTS AND GRANT OF ACCESS EASEMENT**

### **I. CONVEYANCE OF FEE**

**PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (“**Grantor**”), hereby grants, without warranty express or implied, to the **FALL RIVER RESOURCE CONSERVATION DISTRICT**, a special district of the State of California (“**Grantee**”), the real property (“**Property**”), situated in the unincorporated area of the County of Shasta, State of California, described in Exhibit A attached hereto and made a part hereof.

In connection with such grant, Grantor and Grantee have agreed, for good and valuable consideration, that Grantor shall reserve certain easements and rights, as more fully described in Section III below.

### **II. RECITALS**

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

B. 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 (“**Stipulation**”).

C. The Settlement Agreement and the Stipulation (collectively, “**Governing Documents**”) require Grantor to ensure that approximately 140,000 acres of watershed lands, all owned by Grantor (collectively, “**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 fee interests and/or conservation easements and to 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**.”

D. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (“**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 (“**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.

E. Grantor has used and continues to use the Property for the purposes of generating and transmitting hydroelectric energy, managing and monitoring the flow of water over the existing waterways for consumptive and non-consumptive uses, conducting various biological and land use studies mandated by the Federal Energy Regulatory Commission (“**FERC**”), and for other purposes as described more fully in Section III below (collectively, “**Hydro Project Activities**”). Additionally, Grantor has used and continues to use the Property to erect, construct, reconstruct, replace, remove, operate, inspect, maintain and use facilities of the type hereinafter specified for the transformation, transmission and distribution of electric energy and for communication purposes (collectively “Electric Activities”). As used herein, “**Hydroelectric Facilities and associated Water Delivery Facilities**” and “**Electric Facilities**” refers to those existing and future facilities, structures and improvements now or hereafter located on, above, or under the Property, that are associated with the Hydro Project Activities and/or the Electric Activities, as described more fully in Section III below.

F. Consistent with the terms of the Governing Documents, Grantor and Grantee acknowledge this conveyance, together with the conservation easement (“**Conservation Easement**”) being entered into by Grantee and Shasta Land Trust (“**SLT**”) concurrently herewith, is being made in the public interest with the intent to ensure the permanent protection of the beneficial public values on the Property as identified in the LCP and the Conservation Easement being entered into while allowing the ongoing use of the Property by Grantor for Hydro Project Activities and Electric Activities, and acknowledging and honoring any existing third party uses.

### III. ACCESS EASEMENT TO GRANTEE; RESERVATION OF RIGHTS AND EASEMENTS

#### 1. Non-Exclusive Access Easement.

(a) Grantor hereby further grants to Grantee, its invitees and assigns, a non-exclusive easement for surface access, ingress and egress to and from the Property over and across the Adjacent Lands, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor's Adjacent Lands ("**Access Rights**"). "**Adjacent Lands**" means lands owned by Grantor that are contiguous to the Property and that are described in Exhibit C, attached hereto and made a part hereof. Grantee may allow SLT and any successor to SLT under the Conservation Easement to utilize the Access Rights.

(b) Grantee's use of Access Rights shall not endanger health, create a nuisance, or otherwise be incompatible with overall FERC Project No. 2687 requirements or recreational uses.

(c) Grantee shall take all reasonable precautions to insure that use of Access Rights on the Adjacent Lands will occur in a manner that will protect the scenic, recreational, and environmental values of FERC Project No. 2687.

(d) Grantee shall not make use of the Access Rights in any way which would unduly restrict public access to FERC Project No. 2687 waters.

Notwithstanding the above, nothing herein shall impair or otherwise impede Grantor's right for continued use of the Adjacent Lands, including those Adjacent Lands containing the Access Rights, in all ways and for all purposes Grantor deems necessary to fulfill its obligations as licensee under FERC Project 2687.

2. Reserved Rights and Reserved Easements. Grantor expressly reserves the right to engage in or invite or permit others to engage in the activities and uses set forth below (collectively, the "**Reserved Rights**") as Grantor may determine, in Grantor's sole discretion exercised in good faith, is required for Grantor's continued Hydro Project Activities and Electric Activities, including the continued operation and maintenance of Hydroelectric Facilities and associated Water Delivery Facilities and of Electric Facilities, together with easements as reasonably necessary or convenient for the exercise of the Reserved Rights (collectively, the "**Reserved Easements**"). The Reserved Easements include a right of way, for the continued operation and maintenance of electric lines and associated Electric Facilities within the easement area described in Exhibit B and shown on Exhibit B-1, attached hereto and made a part hereof (the "**Electric Line Easement Area**"). Whenever reasonably practical, Grantor will use reasonable efforts to notify and consult with Grantee in advance of the exercise of the Reserved Rights and Reserved Easements, and use reasonable efforts to employ methods and practices that will not significantly impair the beneficial public values of the Property. The Reserved Rights and Reserved Easements are as follows:

(a) Grantor reserves, for its beneficial uses, 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 and the subterranean streams flowing through known and definite channels which are now or hereafter located or flowing upon, under or abutting the Property, including but not limited to all rights to take, divert and appropriate all such waters (collectively, the “**Reserved Water Rights**”).

(b) Grantor reserves the permanent right to make such uses of the Property, and to operate, maintain, repair, alter, replace and expand on the Property such existing and future facilities related to the Hydroelectric Facilities and associated Water Delivery Facilities, including project replacements and improvements on the Property, required (i) for power generation, (ii) for existing and future water diversion, storage, delivery and other requirements for power generation and for consumptive and non-consumptive water use by existing and future users, and (iii) for compliance with any FERC license, FERC license renewal or other regulatory or legal 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 use, operation, maintenance, repair, alteration, replacement and expansion of existing Hydroelectric Facilities and associated Water Delivery Facilities, and the construction, use, operation, maintenance, repair, alteration, 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 exercise the Reserved Water Rights; and

(3) The right to conduct any and all uses and activities currently or in the future deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith to comply with any applicable FERC license or other regulatory or legal requirements, including any amendments thereto and replacements thereof, and with applicable regulations and orders of the FERC or other regulatory agencies; and

(4) The right to conduct any and all uses and activities now or at any time hereafter deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith to comply with the Federal Power Act (Title 16 United States Code, Chapter 12) and any successor statute (the “**FPA**”); and

(5) The right to decommission all or any portion of existing and future Hydroelectric Facilities and associated Water Delivery Facilities in accordance with any applicable license issued by the FERC.

(c) Grantor reserves the permanent right to conduct Electric Activities within the Electric Line Easement Area for its Electric Facilities, described as follows:

Such towers, poles, and/or other structures (or any combination thereof) and all necessary

and proper foundations and footings, with such aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables; and such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; and vaults, underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantor deems necessary for the transmission and distribution of electric energy and for communication purposes.

(d) Grantor further reserves to itself the following permanent rights and easements with respect to the foregoing Reserved Rights and Reserved Easements:

(1) The right of ingress to and egress over and across the Property by means of the roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee and to use said roads, lanes, or routes to provide access to any of Grantor's easements and facilities on lands adjacent to the Property;

(2) The right, from time to time, to install, maintain and use gates in all fences which now or shall hereafter cross the Property;

(3) The right, from time to time, to apply pesticides for the control of vegetation and/or insects and the further right from time to time to trim or to cut down, any and all trees, brush, or other vegetation now or hereafter on the Property which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Hydro Electric Facilities and associated Water Delivery Facilities and/or Electric Facilities located on the Property or adjacent to the Property, or as Grantor deems necessary to comply with applicable state or federal regulations;

(4) The right, from time to time, to trim or to cut down any unauthorized trees, crops, vines or other vegetation as described in Paragraph IV.3 that exceed ten feet (10') in height within the Electric Line Easement Area and may cause the Grantor to take reasonable measures to control re-sprouting trees;

(5) The right, from time to time, to trim and cut down and clear away any and all trees, brush and other vegetation on the Property (A) for purposes of disease or insect control or otherwise as necessary or appropriate for prudent land management (i.e., not motivated by commercial benefit), and/or (B) for other vegetation management operations, including but not limited to forest fuel reduction projects, thinning of tree stands and meadow restoration projects. The foregoing may include the use of mastication machines and pesticide use to control trees, brush and other vegetation and/or insects;

(6) The right to use such portion of the Property contiguous to the Electric Line Easement Area as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the Electric Facilities; and



(7) The right to mark the location of all Grantor's Hydroelectric Facilities and associated Water Delivery Facilities and Electric Facilities and its Reserved Easements on the Property by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Reserved Easements.

3. Required Exercise. An exercise of Grantor's Reserved Rights shall be "required" (as used in the preceding Section III.1) where Grantor determines in its sole discretion exercised in good faith that such exercise is necessary to fulfill requirements or directives of any one or more of the following: (a) the CPUC or the FERC; (b) other local, state or federal governmental entities; (c) any applicable law, ordinance, rule or regulation of any local, state or federal governmental entity; (d) any third party agreement entered into by Grantor in good faith or by which Grantor is bound; or (e) professional engineering and design standards governing the ownership, maintenance, and/or operation of the Hydroelectric Facilities and associated Water Delivery Facilities and/or Electric Facilities.

#### IV. TERMS OF GRANT

1. The conveyance by Grantor to Grantee pursuant to this Grant Deed and Reservation of Rights and Easements (this "**Grant Deed**") is subject to: (a) a lien securing payment of real estate taxes and assessments; (b) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority; (c) all matters that would be disclosed by a physical inspection or survey of the Property or that are actually known to Grantee; and (d) all contracts, leases, licenses, covenants, conditions, easements, restrictions, liens, encumbrances and other exceptions of record or unrecorded.

2. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property. All future conveyances of the fee interest in the Property shall be consistent with the terms of the Governing Documents. In accordance with Section 12 b (4) of the Stipulation, Grantee and its successors and assigns shall not convey all or any portion of the fee interest in the Property to any governmental entity, public agency or any Native American tribe that may currently have, or come to possess, authority to expand Grantor's obligations under Part 1 of the FPA, without the prior written consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

3. Grantee agrees that it shall not plant or maintain any trees, crops, vines or other vegetation that naturally exceeds a height of ten feet (10') at maturity within said Electric Line Easement Area.

4. Grantee shall have the right to use the Electric Line Easement Area for purposes which will not interfere with Grantor's full enjoyment of the rights hereby reserved; provided that:

(a) Grantee shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction or diminish or substantially add to the ground level in the Electric Line Easement Area; and

(b) Grantee shall not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the opinion of Grantor, a hazard to any of the Hydroelectric Facilities and associated Water Delivery Facilities and/or the Electric Facilities.

## **VI. MISCELLANEOUS**

1. If any provision of this Grant Deed shall be unenforceable or invalid, the same shall not affect the remaining provisions hereof and to this end the provisions hereof are intended to be and shall be severable.

2. The real property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

3. The California Public Utilities Commission, in Decision No. 5623-E, has approved transfer of the Property under State of California Public Utilities Code Section 851.

4. This Grant Deed 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.

5. The Recitals in Section II above are hereby incorporated into this Grant Deed.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Grant Deed and Reservation of Rights and Easements as of \_\_\_\_\_, 2020.

GRANTOR:

**PACIFIC GAS AND ELECTRIC COMPANY,**  
a California corporation

By: \_\_\_\_\_  
Andrew K. Williams  
Vice President  
Shared Services

**Grantee accepts, acknowledges, and agrees to the terms of this Grant Deed.**

GRANTEE:

**FALL RIVER RESOURCE CONSERVATION  
DISTRICT,**  
a special district of the State of California

By: \_\_\_\_\_  
Bill Buckman  
President

EXHIBIT A

PROPERTY DESCRIPTION

[Follows this page]

EXHIBIT B

ELECTRIC LINE EASEMENT AREA

[Follows this page]

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 "C"

### **GRANTEES ACCESS RIGHTS OVER GRANTORS ADJACENT LANDS.**

GRANTEE SHALL HAVE THE RIGHT TO ACCESS TO SAID PARCELS 1 & 2  
OVER THE FOLLOWING LANDS:

#### **PARCEL A**

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER  
OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 5 EAST, M.D.M., AS  
DESCRIBED IN PARCEL 7 OF THE DEED FROM RED RIVER LUMBER  
COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED  
NOVEMBER 14, 1946 IN BOOK 262 OF OFFICIAL RECORDS PAGE 1,  
SHASTA COUNTY RECORDS.

APN 018-540-057 POR (LCP 149)

#### **PARCEL B**

##### **ACCESS TO PARCEL 1 & 2 IN SAID EXHIBIT A:**

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-  
QUARTER OF SECTION 18 AND THE WEST ONE-HALF OF SECTION 19,  
TOWNSHIP 37 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
AS RECORDED IN BOOK 193, PAGE 340 OF OFFICIAL RECORDS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED  
THEREIN AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER  
OF SECTION 18, AND LOTS 1, 2, 3, AND 4, THE EAST ONE-HALF OF THE  
NORTHWEST ONE-QUARTER, AND THE NORTHEAST ONE-QUARTER  
OF THE SOUTHWEST ONE-QUARTER, OF SECTION 19, TOWNSHIP 37  
NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN.



**TOGETHER WITH** ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH ONE-HALF SECTION 24, TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN AS RECORDED IN BOOK 199, PAGE 345 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF SECTION 24, TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**TOGETHER WITH** ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 24, TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN BOOK 217, PAGE 493 OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

**TOGETHER WITH** ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 25, TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, DESIGNATED AS PORTIONS OF PARCELS 7 AND 8, AS RECORDED IN BOOK 262, PAGE 1, (*BOOK 262 OF OFFICIAL RECORDS AT PAGE 1, CORRECTED BY DOCUMENT NUMBER 2018-0022014*) OF OFFICIAL RECORDS OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

PARCEL 7: NORTHWEST ONE-QUARTER OF NORTHEAST ONE-QUARTER; NORTHEAST ONE-QUARTER OF NORTHWEST ONE-QUARTER; THE EAST ONE-HALF OF THE EAST ONE-HALF, ALL IN SECTION 25, TOWNSHIP 37 NORTH, RANGE 4 EAST, LYING WESTERLY OF FALL RIVER.

SAVE AND EXCEPT THEREFROM THE FOLLOWING:

THOSE LANDS AS DESCRIBED IN THE DEED FROM THE RED RIVER LUMBER COMPANY TO MT. SHASTA POWER COMPANY, DATED NOVEMBER 1, 1922 AND RECORDED IN BOOK 153, PAGE 499 OF DEEDS OF THE COUNTY OF SHASTA, DESCRIBED AS FOLLOWS:

(A) ALL LANDS COVERED BY THE WATERS OF FALL RIVER AT HIGH WATER BETWEEN THE PLACE WHERE SAID FALL RIVER CROSSES THE BOUNDARY LINE BETWEEN SECTIONS 25 AND 26 IN TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND ITS JUNCTION WITH PIT RIVER;

(B) ALL LANDS COVERED BY THE WATERS OF PIT RIVER AT HIGH WATER BETWEEN THE PLACE WHERE SAID PIT RIVER IS CROSSED BY THE BRIDGE CONSTITUTING A PART OF THE HIGHWAY LEADING FROM THE TOWN OF FALL RIVER MILLS (SAID BRIDGE BEING LOCATED A SHORT DISTANCE NORTHERLY AND UPSTREAM FROM THE PLACE WHERE SAID PIT RIVER CROSSES THE EAST AND WEST CENTER LINE OF SECTION 31 IN TOWNSHIP 37 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN) AND THE PLACE WHERE SAID PIT RIVER ENTERS SECTION 15 IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN;

(C) ALL LANDS WHICH HAVE BEEN OR MAY BE FLOODED OR COVERED WITH WATER IN CONSEQUENCE OF THE CONSTRUCTION, MAINTENANCE AND OPERATION BY MT. SHASTA POWER CORPORATION, ITS SUCCESSORS AND ASSIGNS, OF A DAM, HEADWORKS AND APPURTENANT STRUCTURES FOR THE DIVERSION OF THE WATERS OF FALL RIVER INTO THE AQUEDUCT WHICH HAS BEEN CONSTRUCTED BY MT. SHASTA POWER CORPORATION FOR THE PURPOSE OF CONVEYING THE WATER OF SAID FALL RIVER TO THE POWER PLANT DESIGNATED AS MT. SHASTA POWER CORPORATION'S PIT RIVER POWER PLANT NO. 1, SAID DAM, HEADWORKS AND APPURTENANT STRUCTURES BEING LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25 IN TOWNSHIP 37 NORTH , RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN; AND

(D) ALL OF THE LANDS LYING WITHIN 50 FEET OF THE MARGINS OF THE WATERS HEREINBEFORE MENTIONED, TO WIT: THE WATERS OF FALL RIVER AT HIGH WATER BETWEEN THE PLACE WHERE SAID FALL RIVER CROSSES THE BOUNDARY LINE BETWEEN SECTIONS 25 AND 26 IN TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND ITS JUNCTION WITH PIT RIVER; THE WATERS OF PIT RIVER AT HIGH WATER BETWEEN THE PLACE WHERE SAID PIT RIVER IS CROSSED BY THE AFORESAID BRIDGE AND THE PLACE WHERE SAID PIT RIVER ENTERS SECTION 15, IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN; AND SUCH WATERS AS MAY BE IMPOUNDED AND HELD BACK BY THE AFORESAID DAM, HEADWORKS, AND APPURTENANT STRUCTURES.

PARCEL 8: THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTHERLY OF FALL RIVER.

SAVE AND EXCEPT THEREFROM THE FOLLOWING:

ALL LANDS WITHIN 50 FEET OF THE MARGINS OF FALL RIVER AT HIGH WATER.

- (A) ALL LANDS COVERED BY THE WATERS OF FALL RIVER AT HIGH WATER BETWEEN THE PLACE WHERE SAID FALL RIVER CROSSES THE BOUNDARY LINE BETWEEN SECTIONS 25 AND 26 IN TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND ITS JUNCTION WITH PIT RIVER;
- (B) ALL LANDS COVERED BY THE WATERS OF PIT RIVER AT HIGH WATER BETWEEN THE PLACE WHERE SAID PIT RIVER IS CROSSED BY THE BRIDGE CONSTITUTING A PART OF THE HIGHWAY LEADING FROM THE TOWN OF FALL RIVER MILLS (SAID BRIDGE BEING LOCATED A SHORT DISTANCE NORTHERLY AND UPSTREAM FROM THE PLACE WHERE SAID PIT RIVER CROSSES THE EAST AND WEST CENTER LINE OF SECTION 31 IN TOWNSHIP 37 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN) AND THE PLACE WHERE SAID PIT RIVER ENTERS SECTION 15 IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN;
- (C) ALL LANDS WHICH HAVE BEEN OR MAY BE FLOODED OR COVERED WITH WATER IN CONSEQUENCE OF THE CONSTRUCTION, MAINTENANCE, AND OPERATION BY MT. SHASTA POWER CORPORATION, ITS SUCCESSORS AND ASSIGNS, OF A DAM, HEADWORKS, AND APPURTENANT STRUCTURES FOR THE DIVERSION OF THE WATERS OF FALL RIVER INTO THE AQUEDUCT WHICH HAS BEEN CONSTRUCTED BY MT. SHASTA POWER CORPORATION FOR THE PURPOSE OF CONVEYING THE WATER OF SAID FALL RIVER TO THE POWER PLANT DESIGNATED AS MT. SHASTA POWER CORPORATION'S PIT RIVER POWER PLANT NO. 1, SAID DAM, HEADWORKS, AND APPURTENANT STRUCTURES BEING LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25 IN TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN; AND
- (D) ALL OF THE LANDS LYING WITHIN 50 FEET OF THE MARGINS OF THE WATERS HEREINBEFORE MENTIONED, TO WIT: THE WATERS OF FALL RIVER AT HIGH WATER BETWEEN THE PLACE WHERE SAID FALL RIVER CROSSES THE BOUNDARY LINE BETWEEN

SECTIONS 25 AND 26 IN TOWNSHIP 37 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND ITS JUNCTION WITH PIT RIVER; THE WATERS OF PIT RIVER AT HIGHWATER BETWEEN THE PLACE WHERE SAID PIT RIVER IS CROSSED BY THE AFORESAID BRIDGE AND THE PLACE WHERE SAID PIT RIVER ENTERS SECTION 15, IN TOWNSHIP 35 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN; AND SUCH WATERS AS MAY BE IMPOUNDED AND HELD BACK BY THE AFORESAID DAM, HEADWORKS, AND APPURTENANT STRUCTURES.

**EXCEPTING THEREFROM** PARCEL 1 DESCRIBED IN EXHIBIT A, ABOVE, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 24, 25, AND 26, TOWNSHIP 37 NORTH, RANGE 4 EAST OF THE MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE ALONG THE WEST LINE THEREOF N.1°28'49"W., A DISTANCE OF 1303.91 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SAID SECTION 24, N.89°29'22"E., A DISTANCE OF 2651.70 FEET; THENCE CONTINUING ALONG SAID LINE, N.89°29'26"E., A DISTANCE OF 1319.29 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24; THENCE ALONG THE WEST LINE OF SAID NORTHEAST ONE-QUARTER, N.0°36'36"W., A DISTANCE OF 563.78 FEET; THENCE N.77°11'53"E., A DISTANCE OF 461.50 FEET TO A POINT ON PG&E'S FERC BOUNDARY, SAID POINT BEING ON A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTERLINE OF DIVERSION DAM GATES ROAD (PRIVATE ROAD), THENCE ALONG SAID PARALLEL LINE THE FOLLOWING EIGHTEEN (18) COURSES:

SOUTHEASTERLY ALONG THE ARC OF A 430.00 FOOT RADIUS NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS, S.84°58'10"E., THROUGH A CENTRAL ANGLE OF 36°53'57", A DISTANCE OF 276.93 FEET;

THENCE S.31°52'08"E., A DISTANCE OF 160.00 FEET;

THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT,  
THROUGH A CENTRAL ANGLE OF 59°27'55", A DISTANCE OF 31.14 FEET;

THENCE S.27°35'48"W., A DISTANCE OF 311.06 FEET;

THENCE S.49°51'51"W., A DISTANCE OF 1296.76 FEET;

THENCE S.45°53'08"W., A DISTANCE OF 328.60 FEET;

THENCE S.57°49'58"W., A DISTANCE OF 125.64 FEET;

THENCE S.42°17'32"W., A DISTANCE OF 239.70 FEET;

THENCE S.59°30'33"W., A DISTANCE OF 368.65 FEET;

THENCE S.49°56'29"W., A DISTANCE OF 1180.58 FEET;

THENCE S.56°13'43"W., A DISTANCE OF 500.40 FEET;

THENCE S.47°38'44"W., A DISTANCE OF 96.50 FEET;

THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT,  
THROUGH A CENTRAL ANGLE OF 24°51'59", A DISTANCE OF 26.04 FEET;

THENCE S.72°30'44"W., A DISTANCE OF 95.00 FEET;

THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT,  
THROUGH A CENTRAL ANGLE OF 33°37'36", A DISTANCE OF 58.69 FEET;

THENCE S.38°53'08"W., A DISTANCE OF 88.64 FEET;

THENCE S.46°39'45"W., A DISTANCE OF 262.99 FEET;

THENCE S.50°22'30"W., A DISTANCE OF 521.82 FEET;

THENCE LEAVING SAID PARALLEL LINE, S.50°22'30"W., A DISTANCE OF 145.70  
FEET; THENCE, N.45°19'37"W., A DISTANCE OF 343.34 FEET TO THE EASTERLY  
LINE OF SAID SECTION 26, FROM WHICH THE NORTHEAST CORNER OF THE  
SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID  
SECTION 26 BEARS N.0°30'59"W., A DISTANCE OF 501.65 FEET; THENCE,  
N.36°23'21"W., A DISTANCE OF 627.27 FEET TO THE NORTH LINE OF SAID  
SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE

ALONG SAID NORTH LINE, S.89°28'52"E., A DISTANCE OF 367.64 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 26, N.0°30'59"W., A DISTANCE OF 1306.30 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 191.99 ACRES, MORE OR LESS.

**SURVEYOR'S NOTE:** THE FERC (FEDERAL ENERGY REGULATORY COMMISSION) BOUNDARY AFOREMENTIONED IN THE DESCRIPTION ABOVE IS BASED ON G.I.S. (GEOGRAPHIC INFORMATION SYSTEM) DATA AND EXHIBIT G-5 ENTITLED "PIT 1 FOREBAY, PIT 1 PROJECT (FERC 2687-1031)", APPROVED 05-05-2010, ON FILE WITH THE FEDERAL ENERGY REGULATORY COMMISSION.

THE BEARINGS AND DISTANCES USED IN THE FOREGOING DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, NAD 83(NSRS 2007)(EPOCH 2011.00). DISTANCES ARE PROJECTED TO GROUND. TO OBTAIN GRID DISTANCES, MULTIPLY ALL DISTANCES BY 0.9997456516

**EXCEPTING THEREFROM** PARCEL 2 DESCRIBED IN EXHIBIT A, ABOVE, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 24, TOWNSHIP 37 NORTH, RANGE 4 EAST AND SECTIONS 18 AND 19, TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF SHASTA, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24; THENCE ALONG THE WEST LINE OF SAID NORTHEAST ONE-QUARTER, N.0°36'36"W., A DISTANCE OF 781.92 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE, N.0°36'36"W., A DISTANCE OF 538.26 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24; THENCE ALONG THE NORTHERLY LINE THEREOF, N.89°15'13"E., A DISTANCE OF 1321.52 FEET TO THE WEST ONE-QUARTER CORNER OF SECTION 19; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 19, N.0°30'49"W., A DISTANCE OF 2651.30 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 19, N.89°49'29"E., A DISTANCE OF 1307.99 FEET; THENCE LEAVING SAID LINE ALONG THE EXTERIOR LINES OF THE SOUTHEAST ONE-QUARTER OF THE

SOUTHWEST ONE-QUARTER OF SAID SECTION 18 THE FOLLOWING THREE COURSES:

N.0°34'41"W., A DISTANCE OF 1326.76 FEET;

THENCE N.89°46'33"E., A DISTANCE OF 1334.03 FEET;

THENCE S.0°36'22"E., A DISTANCE OF 1327.90 FEET TO THE NORTH ONE-QUARTER CORNER OF SECTION 19;

THENCE ALONG THE MID-SECTION LINE OF SAID SECTION 19, S.0°31'49"E., A DISTANCE OF 2651.34 FEET; THENCE CONTINUING ALONG SAID LINE, S.0°31'49"E., 1339.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER, N.89°53'01"W., A DISTANCE OF 1337.85 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER; THENCE ALONG THE NORTH LINE OF LOT 4 OF SAID SECTION 19, N.89°53'01"W., A DISTANCE OF 43.09 FEET TO A POINT ON PG&E'S FERC BOUNDARY, SAID POINT BEING ON A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTERLINE OF DIVERSION DAM GATES ROAD (PRIVATE ROAD), THENCE ALONG SAID PARALLEL LINE THE FOLLOWING FOURTEEN (14) COURSES:

N.14°43'51"W., A DISTANCE OF 160.67 FEET;

THENCE N.11°32'39"E., A DISTANCE OF 108.28 FEET;

THENCE N.5°14'52"W., A DISTANCE OF 72.38 FEET;

THENCE N.1°59'53"W., A DISTANCE OF 69.43 FEET;

THENCE ALONG THE ARC OF AN 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 84°34'39", A DISTANCE OF 118.09 FEET;

THENCE N.86°34'32"W., A DISTANCE OF 69.56 FEET;

THENCE N.66°55'54"W., A DISTANCE OF 94.78 FEET;

THENCE N.56°52'12"W., A DISTANCE OF 241.83 FEET;

THENCE N.77°14'00"W., A DISTANCE OF 338.29 FEET;

THENCE N.47°33'42"W., A DISTANCE OF 336.58 FEET;

THENCE N.29°50'34"W., A DISTANCE OF 277.67 FEET;

THENCE ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE LEFT,  
THROUGH A CENTRAL ANGLE OF 82°16'21", A DISTANCE OF 157.95 FEET;

THENCE S.67°53'06"W., A DISTANCE OF 600 FEET;

THENCE ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE TO THE LEFT,  
THROUGH A CENTRAL ANGLE OF 29°19'34", A DISTANCE OF 197.58 FEET;

THENCE LEAVING SAID PARALLEL LINE S.76°44'33"W., A DISTANCE OF  
574.24 FEET TO THE **POINT OF BEGINNING.**

**CONTAINING 271.07 ACRES, MORE OR LESS.**

**SURVEYOR'S NOTE:** THE FERC (FEDERAL ENERGY REGULATORY COMMISSION) BOUNDARY AFOREMENTIONED IN THE DESCRIPTION ABOVE IS BASED ON G.I.S. (GEOGRAPHIC INFORMATION SYSTEM) DATA AND EXHIBIT G-5 ENTITLED "PIT 1 FOREBAY, PIT 1 PROJECT (FERC 2687-1031)", APPROVED 05-05-2010, PROVIDED BY THE PACIFIC GAS AND ELECTRIC COMPANY (PG&E). ON FILE WITH THE FEDERAL ENERGY REGULATORY COMMISSION.

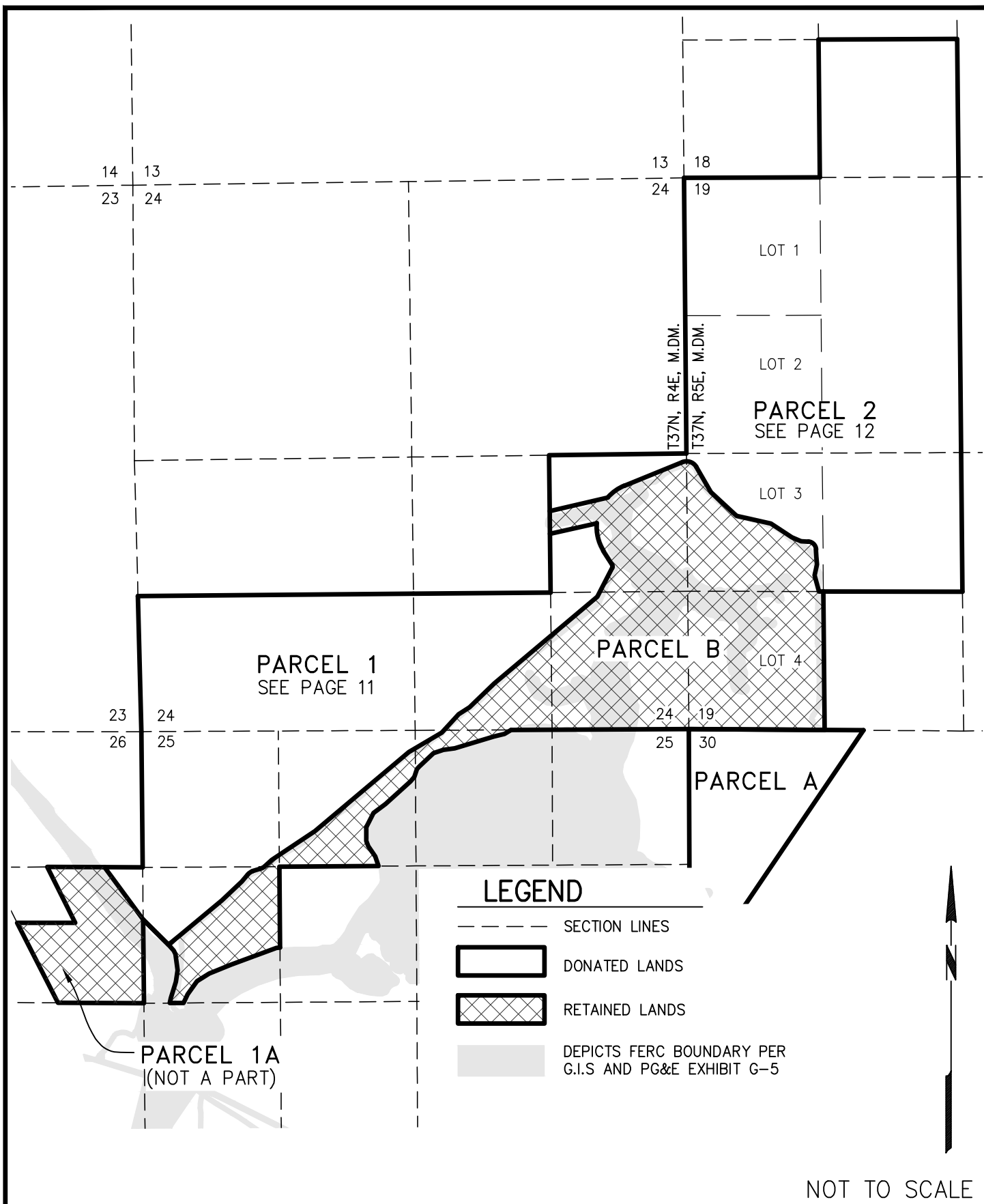
THE BEARINGS AND DISTANCES USED IN THE FOREGOING DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, NAD 83(NSRS 2007)(EPOCH 2011.00). DISTANCES ARE PROJECTED TO GROUND. TO OBTAIN GRID DISTANCES, MULTIPLY ALL DISTANCES BY 0.9997456516

PORTIONS OF LCP ID NO. 135, 136, 137, AND 140

PORTIONS OF APN: 018-500-002, 023-190-022, 023-190-023, 023-210-008







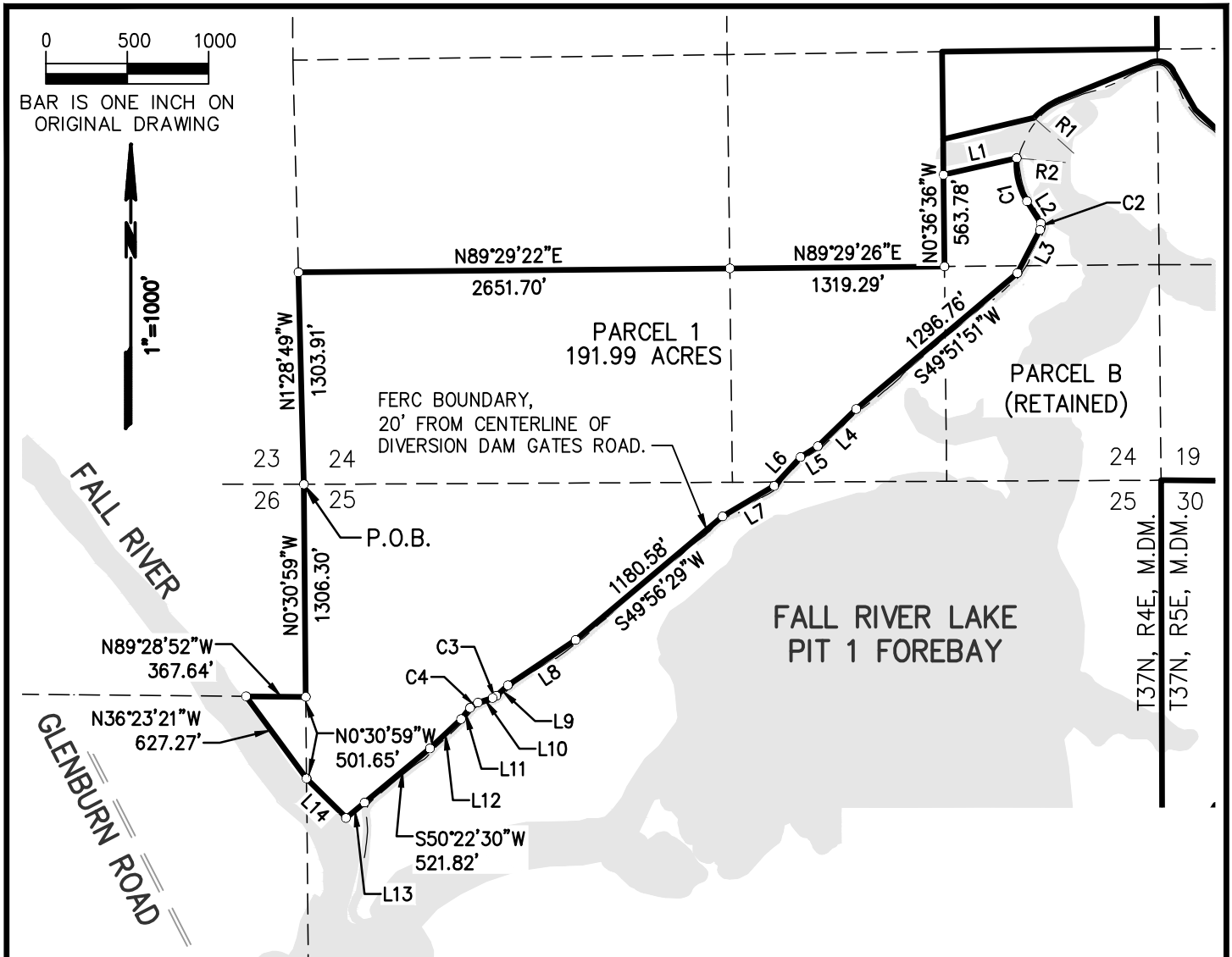
DATE  
6/12/20

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT C

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JOB #2263.06



### LEGEND

DEPICTS FERC BOUNDARY PER  
G.I.S AND PG&E EXHIBIT G-5

### LINE AND CURVE TABLE

#	BEARING	DISTANCE	RADIUS	DELTA
L1	N77°11'53"E	461.50'		
C1		276.93'	430.00'	36°53'57"
L2	S31°52'08"E	160.00'		
C2		31.14'	30.00'	59°27'55"
L3	S27°35'48"W	311.06'		
L4	S45°53'08"W	328.60'		
L5	S57°49'58"W	125.64'		
L6	S42°17'32"W	239.70'		
L7	S59°30'33"W	368.65'		
L8	S56°13'43"W	500.40'		

### LINE AND CURVE TABLE

#	BEARING	DISTANCE	RADIUS	DELTA
L9	S47°38'44"W	96.50'		
C3		26.04'	60.00'	24°51'59"
L10	S72°30'44"W	95.00'		
C4		58.69'	100.00'	33°37'36"
L11	S38°53'08"W	88.64'		
L12	S46°39'45"W	262.99'		
L13	S50°22'30"W	145.70'		
L14	N45°19'37"W	343.34'		

### RADIAL TABLE

LINE	BEARING
R1	S48°26'28"E
R2	S84°58'10"E

DATE  
6/12/20

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT C

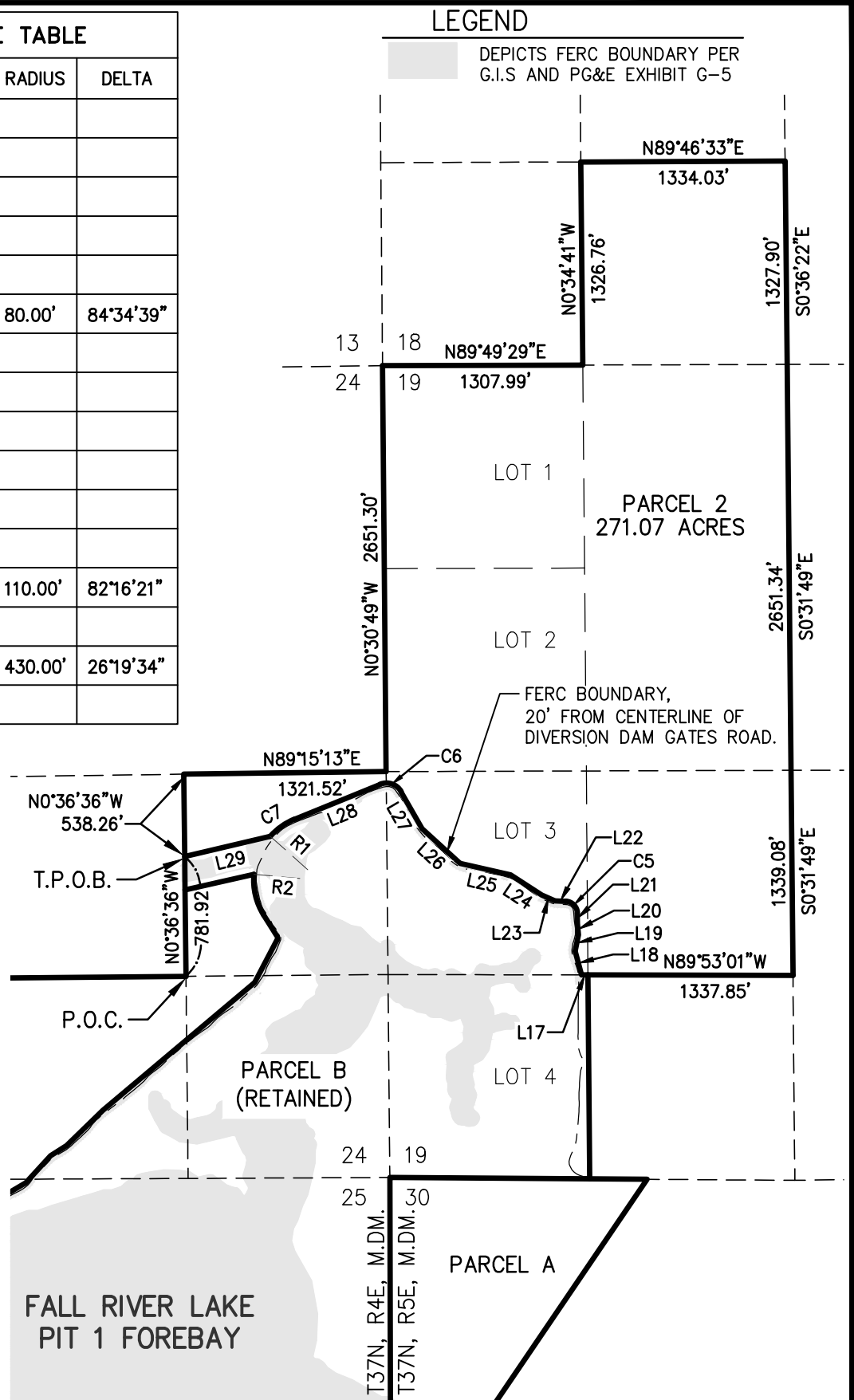
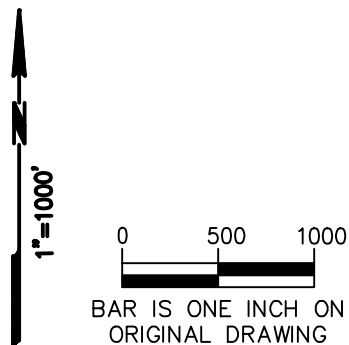
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LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
L17	N89°53'01"W	43.09'		
L18	N14°43'51"W	160.67'		
L19	N11°32'39"E	108.28'		
L20	N5°14'52"W	72.38'		
L21	N1°59'53"W	69.43'		
C5		118.09'	80.00'	84°34'39"
L22	N86°34'32"W	69.56'		
L23	N66°55'54"W	94.78'		
L24	N56°52'12"W	241.83'		
L25	N77°14'00"W	338.29'		
L26	N47°33'42"W	336.58'		
L27	N29°50'34"W	277.67'		
C6		157.95'	110.00'	82°16'21"
L28	S67°53'06"W	600.00'		
C7		197.58'	430.00'	26°19'34"
L29	S76°44'33"W	574.24'		

DEPICTS FERC BOUNDARY PER  
G.I.S AND PG&E EXHIBIT G-5

RADIAL TABLE	
LINE	BEARING
R1	S48°26'28"E
R2	S84°58'10"E



DATE  
6/12/20

**PACE**  
ENGINEERING  
REDDING, CALIFORNIA

EXHIBIT C

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**JOB #2263.06**

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Redwood Coast Energy Authority
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		
Atlas ReFuel	GenOn Energy, Inc.	SCE
BART	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Water Power and Sewer
California Energy Commission	ICF	Seattle City Light
California Public Utilities Commission	IGS Energy	Sempra Utilities
California State Association of Counties	International Power Technology	Southern California Edison Company
Calpine	Intestate Gas Services, Inc.	Southern California Gas Company
	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.	Tecogen, Inc.
Center for Biological Diversity		TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Chevron Pipeline and Power	Los Angeles County Integrated	TransCanada
City of Palo Alto	Waste Management Task Force	Troutman Sanders LLP
	MRW & Associates	Utility Cost Management
City of San Jose	Manatt Phelps Phillips	Utility Power Solutions
Clean Power Research	Marin Energy Authority	Water and Energy Consulting Wellhead
Coast Economic Consulting	McKenzie & Associates	Electric Company
Commercial Energy		Western Manufactured Housing
Crossborder Energy	Modesto Irrigation District	Communities Association (WMA)
Crown Road Energy, LLC	NLine Energy, Inc.	Yep Energy
Davis Wright Tremaine LLP	NRG Solar	
Day Carter Murphy		
Dept of General Services	Office of Ratepayer Advocates	
Don Pickett & Associates, Inc.	OnGrid Solar	
Douglass & Liddell	Pacific Gas and Electric Company	
	Peninsula Clean Energy	