

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 5960E
As of November 2, 2020

Subject: Updates to Grant Deeds for Lake Almanor Maidu Wetlands Land Donation - Request for Approval

Division Assigned: Energy

Date Filed: 09-24-2020

Date to Calendar: 09-28-2020

Authorizing Documents: D0312035

Authorizing Documents: D0811043

Authorizing Documents: D1008004

Disposition:	Accepted
Effective Date:	10-24-2020

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

AL Certificate Contact Information:

Annie Ho

(415) 973-8794

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



September 24, 2020

Advice 5960-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Updates to Grant Deeds for Lake Almanor – Maidu Wetlands 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 5691-E for PG&E’s donation of fee simple title to approximately 297 acres of land in Plumas County, commonly known as Lake Almanor – Maidu Wetlands (“Property”) to the Maidu Summit Consortium (“MSC”). The updates to the grant deed are limited to granting access rights across PG&E adjacent retained lands to ensure that MSC has legal access to reach the donated parcels.

Background

Advice Letter 5691-E¹ was submitted on November 15, 2019 and was approved on January 10, 2020 with an effective date of December 16, 2019. During the closing process it was discovered that the donee (MSC) lacked the proper access rights to reach the parcels being donated. To facilitate the conveyance of the necessary rights to MSC, the Grant Deed (Attachment A) has been modified to include language which grants the necessary access rights to MSC 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 5691-E to include rights of ingress and egress over PG&E’s adjacent retained lands (shown in Exhibit X 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 5691-E.

¹ https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC_5691-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 October 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, 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) 973-7226
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 (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, 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:

Attachment A Grant Deed (Updates to Previously Approved Grant Deed in Advice 5691-E)

cc: Service List Appendix A - Advice Letter 5960-E
 Heidi Krolick, Stewardship Council
 Erin Healy, Stewardship Council
 Service List A.08-04-020 and I.02-04-026

***** **SERVICE LIST Advice 5960-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
Office of Ratepayer Advocates
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

Maidu Summit Consortium
P.O. Box 682
Chester, CA 96020
Attn: Executive Director
alisha@maidusummit.org

Feather River Land Trust
P.O. Box 1826
75 Court Street
Quincy, CA 95971
Attn: Executive Director
sdouthit@frlt.com

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



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

☒ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5960-E

Tier Designation: 1

Subject of AL: Updates to Grant Deeds for Lake Almanor – Maidu Wetlands 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): 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 proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Clear Form

Attachment A

**Grant Deed (Updates to Previously Approved Grant
Deed in Advice 5691-E)**

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)

Location: Unincorporated Plumas County
Recording Fee \$ _____

Document Transfer Tax \$ 0

☒ This is a court-ordered conveyance or decree that
is not pursuant to sale, R&T 11911.

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD # 2129-07-10002

DEED

APN: 011-110-033-000 (portion)

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**"), hereinafter called Grantor, hereby grants, without warranty express or implied, to **MAIDU SUMMIT CONSORTIUM**, a California nonprofit corporation ("**Grantee**"), hereinafter called Grantee, the real property ("**Property**"), located in the unincorporated area of County of Plumas, 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 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 purpose 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**”). As used herein, “**Hydroelectric Facilities and associated Water Delivery 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, as appropriate, 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 Feather River Land Trust (“**FRLT**”) 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 acknowledging and honoring existing third party uses.

III. ACCESS EASEMENT TO GRANTEE; PARTIAL ASSIGNMENT OF ACCESS RIGHTS; RESERVATION OF RIGHTS

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 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 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 X, attached hereto and made a part hereof. Grantee may allow FRLT and any successor to FRLT 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. 2105 requirements or recreational uses.

(c) Grantee shall take all reasonable precautions to insure that use of the Access Rights on the Adjacent Lands will occur in a manner that will protect the scenic, recreational, and environmental values of FERC Project No. 2105.

(d) Grantee shall not make use of the Access Rights in any way which would unduly restrict public access to FERC Project No. 2105 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 2105.

2. Partial Assignment of Access Rights. Grantor apportions and partially assigns to Grantee:

(a) The right to use a road as reserved in the deed from Pacific Gas and Electric Company to Louise W. McCannel, et al., dated January 20, 1966 and recorded in Volume 172, Page 1283, Official Records of Plumas County.

(b) The right to use a road as set out in the deed from Roseburg Resources Company to Pacific Gas and Electric Company dated August 21, 1986 and recorded in Volume 449, Page 678, Official Records of Plumas County.

The partial assignments made to Grantee in this section III.2 shall collectively be known as the "**Assigned Access Rights**". Grantee shall use the Assigned Access Rights in connection with its use of the Property. Grantee may allow FRLT and any successor to FRLT under the Conservation Easement to utilize the Assigned Access Rights.

Grantor reserves unto itself, its successors and assigns, the remaining roadway rights for the purposes necessary and useful to Grantor in the performance by it of its duties to the public.

3. Reserved Rights. 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, including the continued operation and maintenance of Hydroelectric Facilities and associated Water Delivery Facilities.

Whenever reasonably practical, Grantor will use reasonable efforts to notify and consult with Grantee in advance of the exercise of the Reserved Rights, and use reasonable efforts to employ methods and practices that will not significantly impair the beneficial public values of the Property. The Reserved Rights 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 or abutting the Property. Nothing in this subsection (a) shall prevent Grantee from using reasonable amounts of water on the Property for activities solely intended to preserve and enhance the beneficial public values, provided such activities are conducted in accordance with applicable law. Such use by Grantee may be conducted without notice to the Grantor.

(b) Grantor reserves the permanent right to operate, maintain, repair, alter, replace and expand existing and future Hydroelectric Facilities and associated Water Delivery Facilities, including project replacements and improvements required to meet existing and future water delivery and other requirements for power generation and consumptive water use by existing and future users, 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 generation of hydroelectric energy, including, but not limited to the operation, maintenance, repair, alteration, replacement and expansion of existing Hydroelectric Facilities and associated Water Delivery Facilities, and the construction, 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 take, divert and appropriate water; 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 further reserves to itself the following permanent rights with respect to the foregoing Reserved Rights:

(1) The right of ingress to and egress over and across the Property 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 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; and

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

(3) The 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 Hydroelectric Facilities and associated Water Delivery Facilities located on the Property or adjacent to the Property, or as Grantor deems necessary to comply with applicable state or federal regulations; and

(4) 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; and

4. Required Exercise. An exercise of Grantor's Reserved Rights shall be "required" (as used in the preceding Section III.3) 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.

IV. TERMS OF GRANT

1. The conveyance by Grantor to Grantee pursuant to this Grant Deed and Reservation of Rights (“**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 which are recorded 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 the FPA, without the prior written consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

V. 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. 5691-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, the parties have executed and delivered this Grant Deed as of

_____.

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:

MAIDU SUMMIT CONSORTIUM,
a California nonprofit corporation

By: _____
Benjamin D. Cunningham
Chairperson

By: _____
Marvena G. Harris
Secretary

By: _____
Alisha L. Wilson
Interim Coordinator

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Follows this page]

EXHIBIT X

ADJACENT LANDS PROPERTY DESCRIPTION

[Follows this page]

EXHIBIT "X"

GRANTEES ACCESS RIGHTS OVER GRANTORS ADJACENT PARCELS.

ACCESS TO PARCEL 2 (LCP 426a) IN SAID EXHIBIT A:

PARCEL 1 (LCP 410 and a portion of LCP 408, PG&E's retained lands)

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 3, TOWNSHIP 28 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 9, PAGE 370 OF PATENTS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AND ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 3 AND SECTION 4, TOWNSHIP 28 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 9, PAGE 366 OF PATENTS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL THAT PORTION OF SAID PARCEL RECORDED IN VOLUME 9, PAGE 370 OF PATENTS OF THE COUNTY OF PLUMAS LYING WITHIN THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3; AND ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN VOLUME 9, PAGE 366 OF PATENTS SAID COUNTY OF PLUMAS LYING WITHIN LOT 1 AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4.

LESS AND EXCEPT ALL THAT PORTION OF SECTION 3 AND SECTION 4, DESCRIBED ABOVE LYING SOUTHERLY OF THE NORTHERLY BOUNDARY OF STATE HIGHWAY 36 AS DESCRIBED IN THE DOCUMENT RECORDED IN VOLUME 186, PAGE 139 OF OFFICIAL RECORDS OF PLUMAS COUNTY.

PARCEL 2 (a portion of LCP 426, AND LCP 395, PG&E's retained lands)

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 28 AND SECTION 33, TOWNSHIP 29 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 65, PAGE 15 OF DEEDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AND AS RECORDED IN VOLUME 59, PAGE 356 OF DEEDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, ALL IN SAID SECTION 28 AND THE NORTHEAST QUARTER OF SAID SECTION 33.

**CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC**

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 _____

**CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC**

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 _____

**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	
	Ellison Schneider & Harris LLP	Redwood Coast Energy Authority
Alta Power Group, LLC	Energy Management Service	Regulatory & Cogeneration Service, Inc.
Anderson & Poole	Engineers and Scientists of California	SCD Energy Solutions
		San Diego Gas & Electric Company
Atlas ReFuel		
BART	GenOn Energy, Inc.	SPURR
	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Water Power and Sewer
Barkovich & Yap, Inc.	Green Power Institute	Sempra Utilities
California Cotton Ginners & Growers Assn	Hanna & Morton	
California Energy Commission	ICF	Sierra Telephone Company, Inc.
California Public Utilities Commission	IGS Energy	Southern California Edison Company
Carpine	International Power Technology	Southern California Gas Company
	Intestate Gas Services, Inc.	Spark Energy
Cameron-Daniel, P.C.	Kelly Group	Sun Light & Power
Casner, Steve	Ken Bohn Consulting	Sunshine Design
Cenergy Power	Keyes & Fox LLP	Tecogen, Inc.
Center for Biological Diversity	Leviton Manufacturing Co., Inc.	TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Chevron Pipeline and Power		
City of Palo Alto	Los Angeles County Integrated	TransCanada
	Waste Management Task Force	Utility Cost Management
City of San Jose	MRW & Associates	Utility Power Solutions
Clean Power Research	Manatt Phelps Phillips	Water and Energy Consulting Wellhead
Coast Economic Consulting	Marin Energy Authority	Electric Company
Commercial Energy	McKenzie & Associates	Western Manufactured Housing
Crossborder Energy		Communities Association (WMA)
Crown Road Energy, LLC	Modesto Irrigation District	Yep Energy
Davis Wright Tremaine LLP	NLine Energy, Inc.	
Day Carter Murphy	NRG Solar	
Dept of General Services	Office of Ratepayer Advocates	
Don Pickett & Associates, Inc.	OnGrid Solar	
Douglass & Liddell	Pacific Gas and Electric Company	
	Peninsula Clean Energy	