

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



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 4321G/5971E**  
**As of June 2, 2021**

Subject: Sale and Conveyance of a Portion of Land in Unincorporated Madera County Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

Division Assigned: Energy

Date Filed: 10-09-2020

Date to Calendar: 10-14-2020

Authorizing Documents: None

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>06-02-2021</b>

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



October 9, 2020

**Advice 4321-G/5971-E**

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject:      Sale and Conveyance of a Portion of Land in Unincorporated Madera County – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173**

**Purpose**

Pacific Gas and Electric Company (PG&E or the Company) requests Public Utilities Commission (CPUC or Commission) approval under Public Utilities Code (Section 851) and General Order 173 to sell and convey approximately 0.032 acres (1,375 square feet) of real property (Transfer Property) located in unincorporated Madera County, as set forth in the Purchase and Sale Agreement (Agreement) between the Company and Dewey Allen Stidham and Zona Ruth Stidham (Buyer). The Purchase and Sale Agreement is attached as Attachment 1.

The Transfer Property does not contain any PG&E facilities and PG&E has determined that the sale will not impact PG&E operations or PG&E's ability to provide safe and reliable service to utility customers. In addition, this sale will not be adverse to the public interest.

**Background**

PG&E is the owner of an approximately 160-acre parcel of land in and around Bass Lake in unincorporated Madera County, California (PG&E Property) to support PG&E's hydroelectric operations. Buyer is the owner of a certain parcel of land that shares the southwesterly boundary of the PG&E Property at 55266 Lake View Drive (Buyer's Parcel). Buyer owns certain structures, including portions of a single family home, its foundation, and portions of a two-tiered deck and a wooden fence (Encroachments), that encroach onto the PG&E Property. The total area of the Encroachments is approximately 700 square feet.

The PG&E Property is part of PG&E's electric hydrogeneration watershed lands that have been designated for protection under the Land Conservation Commitment. However, the Transfer Property has been determined to have No Significant Public Interest Value (NSPIV) by the Pacific Forest and Watershed Lands Stewardship Council

(Stewardship Council). This determination is reflected in the Stewardship Council's meeting minutes from November 19<sup>th</sup>, 2015 (Attachment 2). As a result of the NSPIV designation, no conservation easement will be placed on the Transfer Property.

To resolve the encroachment issue, Buyer has agreed to perform a Lot Line Adjustment (LLA) to make the now-PG&E-owned Transfer Property part of Buyer's Parcel under the terms of the Agreement. The LLA accompanies a grant deed (Grant Deed), which would convey the Transfer Property from PG&E to the Buyer. Commission approval of the Agreement is a condition of closing. The Grant Deed and associated LLA are attached hereto as Attachment 3.

PG&E and Buyer executed the PSA on July 17, 2019. Buyer has agreed to purchase the Transfer Property from PG&E for a fee of Thirty-Eight Thousand Dollars (\$38,000). The fair market value was initially determined to be \$36,000 in an appraisal conducted by Specialty Appraisals, dated July 22, 2015. A second appraisal, dated August 23, 2016 and conducted by Specialty Appraisals, determined the value to be \$52,000. The parties negotiated a fee between the appraised values of \$38,000 as a matter of fairness to the Buyer because the estimated value in the July 22, 2015, appraisal had expired as a result of PG&E's delay in executing the Agreement.

The proposed transaction is not adverse to the public interest and the conveyance of the Transfer Property will not affect PG&E's ability to safely and reliably serve its customers.

### **CPUC Tribal Lands Policy**

On December 5, 2019, the Commission adopted the Land Disposition Policy, titled, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes* (the Policy). This Policy states that the CPUC to hold stakeholder workshops and adoption of formal implementation guidelines, which will clarify procedures for compliance. Until implementation guidelines are in place, the Commission directs PG&E to notify those Native American tribes whose ancestral territory the real property lies within of proposed dispositions. The tribe or tribes shall have 90 days to respond to the notification as to its interest in the property.

In the instant case, PG&E and Buyer executed the PSA on July 17, 2019. Although the PSA preceded the Policy adoption, because PG&E understands the intent of the Policy to be the return of the Tribal sacred places and cultural resources to the appropriate Tribes, PG&E is serving this advice letter on the Native American Tribes who may also have knowledge of cultural resources in the project area as identified by the Native American Heritage Commission (NAHC). The names of the Tribes provided by the NAHC are included as Attachment 5. Because of the existing Encroachments on the Transfer Property, PG&E believes that the transfer to Buyer is in the public interest.



For the above reasons, the Commission should approve this Section 851 request to sell the Property to Buyer, and find that doing so is not adverse to the public interest because it will not impair PG&E's provision of safe and reliable utility service.

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

**(a) Identity and Addresses of All Parties to the Proposed Transaction:**

Pacific Gas and Electric Company	Dewey Allen Stidham and Zona Ruth
Molly Zimney Law Department	Stidham
P.O. Box 7442	7394 N. Charles Avenue
San Francisco, CA 94120	Fresno, CA 93711
Telephone: (415) 973-6840	Telephone: (559) 351-6511
Facsimile: (415) 973-5520	Email: zstidham@aol.com
Email: MEZ3@pge.com	

**(b) Complete Description of the Property Including Present Location, Condition and Use:**

The Transfer Property a 1,375 square-foot portion of PG&E's property near Bass Lake in unincorporated Madera County, California. The Transfer Property is to Buyer's residence at 55266 Lake View Drive in Bass Lake, California. The legal description for the Transfer Property is described in the Lot Line Adjustment, included herein as Attachment 3. The Transfer Property is vacant, with the exception of the Encroachments.

**(c) Intended Use of the Property:**

Following the closure of the Agreement, the Buyer has informed PG&E that it plans to continue to use the Transfer Property in its current manner as the permanent location of the Encroachments.

**(d) Complete Description of Financial Terms of the Proposed Transaction:**

Buyer has agreed to purchase the Transfer Property from PG&E for a fee of Thirty-Eight Thousand Dollars (\$38,000). The fair market value was initially determined to be \$36,000 in an appraisal conducted by Specialty Appraisals, dated July 22, 2015. A second appraisal, dated August 23, 2016 and conducted by Specialty Appraisals, determined the value to be \$52,000. The parties negotiated a fee between the appraised values of \$38,000 as a matter of fairness to the Buyer because the estimated value in the July 22, 2015, appraisal had expired as a result of PG&E's delay in executing the Agreement.

**(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:**

The after-tax gain will be allocated 67% to ratepayers; 33% to shareholders.

Proceeds from the sale of the property will be made in accordance with the policy for the allocation of the gains and losses on the sale of land (non-depreciable asset) adopted in the California Public Utilities Commission's (CPUC or Commission) Gain on Sale Rulemaking, in Decision (D.) 06-05-041 as modified in D.06-12-043. Pursuant to the forgoing authority, PG&E will credit an estimated \$7,933.70 and the \$5,426.08 on a pre-tax bases to the Gain on Sale of Electric Utility Plant Account for ratepayers and shareholders, respectively. The final gain-on-sale will depend on the date the sale closes, which is contingent on the Commission approval of this advice letter.

**(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:**

The transaction will result in a reduction of \$13,360 to the rate base. Granting the Transfer Property will not affect PG&E's ability to provide reliable service to its customers and the public at large.

**(g) The Original Cost, Present Book Value, and Present Fair Market Value (FMV) for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):**

A table showing sales price, expenses, and tax effects is attached hereto as Attachment 4. The pre-tax gain-on-sale is estimated to be \$13,360, and the after-tax gain on-sale is estimated to be \$11,841. The historical cost of the land was \$442 reflecting 160.923 acres. Approximately 0.032 acres is being sold as part of this transaction and therefore historical cost was prorated based on acreage. The allocated historical cost and net book value of land for this transaction is \$0.09. The final gain-on-sale will depend on the date the sale closes, which is contingent on the Commission approval of this advice letter.

The fair market value was determined based on two appraisals by Buyer as discussed in Section (d) of this Advice Letter. The Sales Comparison Approach was used for these appraisals, in which comparable properties that were recently sold are reviewed to determine fair market value.

**(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:**

Not Applicable.

**(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:**

Not Applicable.

**(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:**

The remainder property will be placed under a conservation easement which will be submitted to the CPUC at a later date. The Transfer Property was determined to have No Significant Public Interest Value by the Stewardship Council Board of Directors in a meeting on November 19, 2015. The minutes from that meeting are included as Attachment 2.

**(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:**

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

**(l) Additional Information to Assist in the Review of the Advice Letter:**

Not applicable.

**(m) Environmental Information**

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

Per (b) above, the proposed transaction is not a "project" under CEQA as it only constitutes a change in ownership; therefore, the proposed transaction will not require environmental review.

### **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, facsimile or E-mail, no later than October 29, 2020, which is 20 days after the date of this submittal. Protests must be submitted 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 shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) 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 an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that

the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

### **Effective Date**

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on November 8, 2020, which is 30 days from the date of submittal.

### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address 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 submittal can also be accessed electronically at: <http://www.pge.com/tariffs>.

\_\_\_\_\_/S/

Erik Jacobson  
Director, Regulatory Relations

- Attachment 1 – Purchase and Sale Agreement for the Transfer Property (PSA)
- Attachment 2 – Meeting Minutes from the Stewardship Council Meeting on November 19<sup>th</sup>, 2015.
- Attachment 3 –Grant Deed and Lot Line Adjustment
- Attachment 4 – Table Showing Gain/Loss on Sale
- Attachment 5 – List of Native American Tribes provided by NAHC

\*\*\*\*\* **SERVICE LIST for Advice 4321-G/5971-E** \*\*\*\*\*  
**APPENDIX A**

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  
Division of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703- 2871  
robert.pocta@cpuc.ca.gov

Andrew Barnsdale  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-3221  
bca@cpuc.ca.gov

\*\*\*\*\*AGENCIES\*\*\*\*\*

Madera County Clerk  
200 W. 4th Street  
Madera, CA 93637  
Phone: (559) 675-7721  
Fax: (559) 675-7870  
Email: CountyClerkInfo@Madera-County.com

\*\*\*\*\*3<sup>rd</sup> Parties\*\*\*\*\*

Dewey Allen Stidham and Zona Ruth Stidham  
7394 N. Charles Avenue  
Fresno, CA 93711  
Phone: (559) 351-6511  
Email: zstidham@aol.com

Tribes Listed on Attachment 5



# 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 M)

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) #: 4321-G/5971-E

Tier Designation: 2

Subject of AL: Sale and Conveyance of a Portion of Land in Unincorporated Madera County – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

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 #:

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: 11/8/20

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 1**

### **Purchase and Sale Agreement for the Transfer Property (PSA)**

**PURCHASE AND SALE AGREEMENT**

**Between**

**Pacific Gas and Electric Company, as Seller**

**and**

**Dewey Allen Stidham and Zona Ruth Stidham, Trustees of the Dewey Allen Stidham and Zona Ruth Stidham Revocable Living Trust Agreement dated 03-21-08, as Buyer**

*July 17*, 2019

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**PACIFIC GAS AND ELECTRIC COMPANY  
STANDARD PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), dated for reference purposes only as of \_\_\_\_\_, 2019, is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("PG&E" or "Seller"), and **DEWEY ALLEN STIDHAM AND ZONA RUTH STIDHAM, TRUSTEES OF THE DEWEY ALLEN STIDHAM AND ZONA RUTH STIDHAM REVOCABLE LIVING TRUST AGREEMENT DATED 03-21-08** ("Stidham" or "Buyer"). Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of the date Seller executes this Agreement ("Effective Date"), as set forth below Seller's signature.

**R E C I T A L S :**

A. Seller is the owner of that certain parcel of real property located in unincorporated Madera County ("County"), State of California, identified by the County Assessor as Assessor's Parcel No. 059-064-005, the State Board of Equalization as SBE No. 135-20-31E-1, and more particularly described in Exhibit A (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "PG&E Property").

B. Buyer is the owner of that certain parcel of real property commonly known as 55266 Lake Avenue Drive, Bass Lake, Madera County, California, identified by the County Assessor as Assessor's Parcel Number 059-181-008, as more particularly described in the attached Exhibit A-1 (such real property, together with all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Stidham Property").

C. The Stidham Property shares a common boundary line with the PG&E Property, and as shown in that certain survey prepared by Jones Snyder & Associates, entitled "Lot Line Adjustment for Stidham & PG&E", Job Number 15-124, dated June 25, 2015 ("Lot Line Adjustment Survey"), certain structures, including corners of the single family home, its foundation and portions of the two-tiered deck and a wooden fence, encroach onto the PG&E Property (the "Encroachment") (see Exhibit A-2).

D. Prior to Stidham's purchase of the Stidham Property, the former owner, Michael Masino and Corinne Myre, Co-Trustees of the Masino Family Trust dated April 17, 1989 – Non-Exempt Trust B (collectively, "Former Owner") and PG&E discussed the possibility of PG&E transferring a portion of the PG&E Property by easement or lot line adjustment to remedy the Encroachment. During the process of PG&E's discussions with Former Owner, Former Owner sold the Stidham Property to Stidham, subject to that certain Advance and Cost Reimbursement Agreement dated as of February 10, 2017 ("Reimbursement Agreement"), which provides that Former Owner and Buyer (collectively, "Reimbursement Obligors") will pay all costs to convey a portion of the PG&E Property comprising approximately 0.032 acres (1,375 square feet) (the "Transfer Property") more particularly described in Exhibit A-3, to Buyer to remedy the Encroachment. The terms and provisions of the Reimbursement Agreement are hereby incorporated as if set forth in full.

E. The parties acknowledge that a lot line adjustment must occur in order for PG&E to sell the Transfer Property to Buyer and that other actions by PG&E will be required, including, but not limited to, analyzing third party reports regarding the PG&E Property, and obtaining approval of the transfer from the California Public Utilities Commission ("CPUC").

F. The parties further acknowledge that through good faith efforts the mutually acceptable terms of this Purchase and Sale Agreement have been negotiated to achieve the goals of remedying the Encroachment by adjustment of the lot line and Seller desires to sell the Transfer Property to Buyer, and Buyer desires to purchase the Transfer Property from Seller, on the terms and conditions contained in this Agreement and the Reimbursement Agreement.



NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE. Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Transfer Property to Buyer, and Buyer shall purchase the Transfer Property from Seller, for a purchase price of Thirty-Eight Thousand and 00/100 Dollars (\$38,000.00) ("Purchase Price"), at the Close of Escrow (as defined in Section 3.3).

2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price for the Transfer Property to Seller as follows:

2.1 Deposit. Within five (5) business days after the Effective Date of this Agreement, Buyer shall deposit the balance of the Advance, as defined in the Reimbursement Agreement (the "Advance Balance"), and an amount equal to Three Thousand Eight Hundred and 00/100 (\$3,800.00) (the "Deposit"), in escrow with Chicago Title Insurance Company, 40037 Highway 41, Suite 6, Oakhurst, CA 93644; Attention: Cyd Muramoto, 559-512-8356, cyd.muramoto@ctt.com ("Title Company"). The Deposit funds are to be drawn by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California by Buyer. If the Advance Balance and Deposit are not made as required, Seller, by written notice to Buyer, may terminate this Agreement as of the date of the notice. The Advance Balance shall earn interest for the benefit of Seller, shall be disbursed to Seller by the Title Company within one business day after deposit and shall be refundable to Buyer only in accordance with the terms of the Reimbursement Agreement. The Deposit, and any applicable portion thereof, shall earn interest for the benefit of the party entitled to the Deposit under this Agreement. If Buyer fails to terminate this Agreement during the Inspection Period, the Deposit will be non-refundable to Buyer, subject to the provisions of Sections 7.5, 9.2(b) and 9.3 of this Agreement, the Deposit shall be delivered to Seller at the Close of Escrow, and shall be applied to the Purchase Price at the Close of Escrow. If Buyer terminates the Purchase Agreement during the Inspection Period, or if subsequent to the end of the Inspection Period, Buyer timely terminates this Agreement pursuant to the terms of Sections 7.5, 9.2(b), 8 or 9.3, and Buyer is not in default under this Agreement, then the Deposit (less the Independent Consideration (defined below)) shall be returned by the Title Company to Buyer without the need for further instruction to do so, and Buyer shall have no further obligation to purchase the Transfer Property. Notwithstanding any provision to the contrary contained in this Agreement, Seller and Buyer agree that One Thousand and 00/100 Dollars (\$1,000.00) of the Deposit shall be paid to Seller in all events as consideration for Buyer's right to inspect the Transfer Property and for Seller's execution, delivery and performance of this Agreement, the sufficiency of which is acknowledged by Seller ("Independent Consideration"). The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, applicable to the Purchase Price, and, notwithstanding any other provision of this Agreement, shall be retained by Seller if this Agreement terminates for any reason.

2.2 Balance of Purchase Price and Transfer Costs. At least three (3) business day before the Closing Date, Buyer shall deposit in escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at the Close of Escrow, plus or minus any pro-rations and adjustments made pursuant to this Agreement and shall ensure Reimbursement Obligors' deposit in escrow of any additional funds required to pay PG&E's Transfer Costs (as defined in the Reimbursement Agreement).

### 3. ESCROW.

3.1 Establishment and the Close of Escrow. Within three (3) business days after the Effective Date of this Agreement, Buyer shall open an escrow ("Escrow") with the Title Company by delivering to the Title Company, the Advance, the Deposit and a fully-executed copy of this Agreement. The Deposit shall be held in Escrow in a federally insured, interest-bearing account.



3.2 Close of Escrow. The Close of Escrow shall occur no later than 5:00 p.m. California time on the date designated by Seller upon at least five (5) business days' prior notice to Buyer, which date shall be on or before thirty (30) days following the last to occur of: (i) the expiration of the Inspection Period, (ii) Seller's notifying Buyer in writing of receipt of the approval of the CPUC as more specifically set forth in Section 7.3; provided that all conditions precedent set forth in Section 7 have been satisfied or waived, as more specifically set forth in Section 7; and provided further that such CPUC Approval is received by Seller within one (1) year following the Effective Date; or (iii) the date that the County issues and records the lot line adjustment for the Transfer Property (the "Closing Date"). If Seller has not received CPUC Approval within such one (1) year period, Seller shall have the right (but not the obligation) to extend the Closing Date for up to an additional six (6) months to obtain CPUC Approval. If the Close of Escrow has not occurred within twenty-four (24) months after the Effective Date, then either Buyer or Seller may terminate this Agreement and the Escrow by giving written notice of such termination to the other party, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

3.3 Deposits into Escrow.

(a) At least one (1) business day before the Closing Date, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4;
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) Escrow instructions to the Title Company consistent with the terms of this Agreement;
- (v) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company; and
- (vi) PG&E's Transfer Costs not previously paid by Reimbursement Obligors.

(b) At least one (1) business day before Close of Escrow, Seller shall deposit or cause to be deposited with the County or the Title Company, as indicated, the following:

(i) To the County, a grant deed ("Transfer Grant Deed"), duly executed by Seller in recordable form, conveying fee title to the Transfer Property to Buyer in the form attached hereto as Exhibit B or in the form prepared by the County to memorialize the lot line adjustment for the Transfer Property;

(ii) To the County, a grant deed ("PG&E Resultant Deed") duly executed by PG&E in recordable form, conveying the PG&E Property, excluding the Transfer Property, to PG&E;

(iii) To the Title Company, affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits");

(iv) To the Title Company, escrow instructions consistent with the terms of this Agreement; and

(v) To the Title Company, such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company, including an Owner's Affidavit, if required by the Title Company to issue the title insurance policy to Buyer described in Section 4.3, in a form approved by Seller, in Seller's sole and absolute discretion.

3.4 Closing. The "Close of Escrow" shall be defined herein as the time that the Grant Deed is recorded in the official records of the County. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the County and the Title Company to close escrow by, among other actions:

(a) Authorize the County, accompanied by a representative of Title Company, to record the Grant Deed and the PG&E Resultant Deed and thereafter to deliver conformed copies showing the recording information thereon to the parties;

(b) Delivering to or for the account of Seller, the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, and the amount, if any, payable to Seller pursuant to Section 3.5;

(c) Delivering to Seller PG&E's Transfer Costs; and

(d) Delivering to Buyer, the Affidavits and issuing and delivering to Buyer the title insurance policy described in Section 4.3.

3.5 Costs. Reimbursement Obligors shall pay all transfer taxes and closing costs as described in the Reimbursement Agreement.

3.6 Pro-rations.

(a) Utility charges, payments under any maintenance agreements or service contracts (provided such maintenance agreements and/or service contracts are assumed by Buyer), and all other income and expense items related to the Transfer Property shall be prorated as of the Close of Escrow. The net amount due Seller from Buyer under this Section 3.6(a), if any, shall be delivered by Buyer to the Title Company before the Close of Escrow. The net amount due Buyer from Seller under this Section 3.6(a), if any, shall be charged to Seller by the Title Company at the Close of Escrow. To the extent that the amount of any of the foregoing income and expense items shall not have been determined as of the Close of Escrow, such income and expense items shall be prorated as soon after the Close of Escrow as such amount can be determined, and Seller shall promptly pay to Buyer, and/or Buyer shall promptly pay to Seller, any amounts required by such prorations.

(b) In addition, all current general and special real estate taxes, bond interest (if applicable), assessments, improvement district assessments and similar items ("Taxes") owed at the time of the Close of Escrow shall be prorated and adjusted between Buyer and Seller as of the Close of Escrow. All installments of Taxes payable for the period occurring prior to, and that are due prior to Close of Escrow shall be paid by Seller, and the current installment of any Taxes shall be prorated as of Closing Date. If the amount of any proration cannot be determined at the Close of Escrow or if any "escape" assessments are assessed against the Transfer Property after the Close of Escrow that relate to the period before the Close of Escrow, the adjustments will be made between the parties as soon after the Close of Escrow as possible. Any supplemental assessments assessed for any time period after the Close of Escrow (including supplemental City assessments based on the increased value of the Transfer Property above the state-assessed value) are Buyer's sole responsibility. **Buyer expressly acknowledges that Seller, as a regulated public utility, pays Taxes on the PG&E Property as assessed by the California State Board of Equalization ("SBE") as of January 1 of each year. Once the PG&E Property is so assessed, Seller automatically is obligated to pay Taxes thereon for the subsequent fiscal year commencing the following July 1. In this regard, Seller represents and warrants that it has paid, or will pay, all Taxes assessed as of January 1, 2018, for tax fiscal year period from July 1, 2018, through June 30, 2019. If the Close of Escrow occurs between January 1 and June 30, Buyer shall deposit into Escrow, the full amount to pay Taxes or to reimburse Seller**

for Taxes paid for the tax year beginning on the July 1 immediately following the Close of Escrow, in addition to the prorated amount of Taxes for the current tax year (ending June 30). At the Close of Escrow, Taxes shall be prorated between Seller and Buyer in light of the foregoing, with Seller responsible for all Taxes allocable to the period before the Close of Escrow, and Buyer responsible for all Taxes allocable to the period on and after the Close of Escrow. The Taxes, for proration purposes, shall be based on the actual figures for the applicable fiscal year as provided by Seller, unless Escrow is to close before these figures are available, in which case the pro-ration shall be based on the immediately preceding year's figures and subject to reconciliation between the parties following the Close of Escrow. The 365-day year shall be used for pro-ration purposes. If applicable, Seller shall pay the Taxes for the subsequent tax year (and paid by Buyer through Escrow) before they become delinquent; provided, however, that Seller shall have the right to pay such Taxes in installments as permitted by law. Buyer shall cooperate with Seller and the SBE to complete any documentation necessary to transfer the assessment process out of SBE jurisdiction. The obligations of the parties under this Section 3.5 shall survive the Close of Escrow.

3.7 Possession of Transfer Property. Seller shall deliver possession of the Transfer Property to Buyer upon the Close of Escrow.

#### 4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Transfer Property that Seller convey title to the Transfer Property to Buyer subject only to the following exceptions ("Permitted Encumbrances"):

- (a) The lien of Taxes, not delinquent;
- (b) The title exceptions shown in the Preliminary Report dated as of March 16, 2018 prepared by the Title Company and attached hereto as Exhibit F (the "Title Report"). The Title Company has provided Buyer with the Title Report, and copies of the instruments underlying any exceptions referred to in the Title Report, and Buyer acknowledges its receipt and approval of the Title Report and such underlying documents.
- (c) Any matters affecting title to the Transfer Property created by or with the consent of Buyer;
- (d) All matters which would be disclosed by an inspection or survey of the Transfer Property; and
- (e) Easements and other rights reserved by Seller pursuant to Section 4.2.

At the Close of Escrow, Buyer shall take title to the Transfer Property subject to the Permitted Encumbrances, and shall not be entitled to any credit against the Purchase Price with respect to any of the Permitted Encumbrances.

4.2 Title Objections. Buyer may obtain an update of the Title Report ("Title Update"), and shall request that the Title Company deliver to Seller a copy of such Title Update concurrently with its delivery of such Title Update to Buyer. If Buyer objects to any of the exceptions to title in the Title Update that do not appear in the Title Report ("Title Objections"), Buyer shall provide written notice to Seller specifying the reasons therefor within ten (10) business days following Buyer's receipt of the Title Update (the "Objection Notice"). The failure of Buyer to object within said period shall be deemed to be an approval by Buyer of the condition of title to the Transfer Property. Seller shall have ten (10) business days from the delivery of the Objection Notice to provide Buyer with a written notice stating whether and by when Seller will remove the Title Objections or otherwise satisfy Buyer with respect thereto (the "Seller's Cure Notice"). Buyer shall have the right to terminate this Agreement due to failure of Seller to agree to cure any Title Objections if Buyer delivers a termination notice to Seller within five (5) business days after



receipt of Seller's Cure Notice, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. If Buyer elects to terminate this Agreement, the Deposit, and any accrued interest thereon, shall be returned to Buyer, Buyer shall pay the escrow termination fee, if any, and Seller and Buyer shall thereupon each be released from any obligations under this Agreement, except those which expressly survive termination.

4.3 Title Insurance. Upon the Close of Escrow, Buyer shall cause the Title Company to issue to Buyer either an ALTA or CLTA title insurance policy in an amount of the Purchase Price (or other such amount as may be reasonably acceptable to Buyer) insuring that fee simple title to the Transfer Property is vested in Buyer, subject only to the Permitted Exceptions.

## 5. CONDITION OF TRANSFER PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE TRANSFER PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE TRANSFER PROPERTY, INCLUDING THE PRESENCE OF ANY DISTRIBUTION OR TRANSMISSION LINES AND/OR DISTRIBUTION OR TRANSMISSION LINE FACILITIES ON THE TRANSFER PROPERTY AND ELECTRIC AND MAGNETIC FIELDS (AS DEFINED IN SECTION 5.5) ASSOCIATED THEREWITH AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE IN, ON, UNDER, AROUND OR ABOUT THE TRANSFER PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED HEREIN, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE PHYSICAL CONDITION OF THE TRANSFER PROPERTY, THE USES OF THE TRANSFER PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE TRANSFER PROPERTY, THE COSTS OF OPERATING THE TRANSFER PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS OF THE TRANSFER PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATER OF THE TRANSFER PROPERTY; THE PRESENCE OR ABSENCE OF ELECTRIC AND MAGNETIC FIELDS (AS DEFINED IN SECTION 5.5) TOXIC MATERIALS OR HAZARDOUS SUBSTANCES IN, ON, UNDER, AROUND OR ABOUT THE TRANSFER PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE TRANSFER PROPERTY. SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE TRANSFER PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.3.

### 5.2 Right of Inspection.

(a) For a period of ten (10) business days following the Effective Date of this Agreement ("Inspection Period"), subject to the terms and conditions of this Section 5.2, Buyer and Buyer's authorized representatives, may enter onto the Transfer Property at any reasonable time and from time to time to survey and inspect the Transfer Property. Notwithstanding any terms of this Agreement to the contrary, if prior to the expiration of the Inspection Period, Buyer notifies Seller in writing that it approves the physical condition of the Transfer Property, the Inspection Period shall terminate on such notification date. No testing, including soil or groundwater sampling, may be conducted on the Transfer Property unless and until the testing plans and procedures are approved in writing by Seller, which approval may be withheld, or granted upon such conditions as Seller may determine, in Seller's sole and absolute discretion. If Seller approves of such testing, Buyer shall execute whatever additional agreement concerning such testing as Seller shall require, and Buyer shall prepare, at Buyer's sole cost and expense, a work plan that describes in detail the nature, scope, location and purpose of all of Buyer's activities to be performed on the Transfer Property, including methods and procedures for restoration of any alteration to Transfer Property, and a health and safety plan. In addition, at Buyer's sole cost and expense, Buyer shall

comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force. In the event that Buyer conducts any such testing, Buyer shall return the Transfer Property as nearly as possible to the same condition the Transfer Property was in before any entry or testing activities.

(b) Buyer shall notify Jerry Wong, Seller's representative for the Transfer Property ("Seller's Representative"), by telephone at 559.263.5151, or such other person as Seller shall designate in writing, not less than seventy-two (72) hours before Buyer or Buyer's representatives enter the Transfer Property in each instance. No such entry shall interfere with Seller's use of the PG&E Property or the use of the PG&E Property by any tenants, easement holders, licensees, permittees or other third parties occupying the PG&E Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) At Buyer's sole expense, Buyer shall provide Seller, as soon as they are available, with copies of the results of all analytical tests, photos, geological logs, studies and drafts of any and all reports generated as the result of Buyer's environmental investigations. Seller shall have ten (10) business days to comment thereon. Thereafter, Buyer shall incorporate any and all of Seller's reasonable comments into such reports before such reports are prepared in final form. Buyer shall provide Seller with copies of any and all final reports resulting from Buyer's activities on the Transfer Property as soon as they are available. Buyer shall keep such reports confidential as more specifically set forth in Section 5.7.

5.3 Indemnification; Release; Insurance. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses (including diminution in the value of the Transfer Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action (including attorneys' fees and costs), obligations, controversies, debts, expenses, accounts, damages, judgments, and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity, or otherwise (collectively, "Claims") arising out of or in any way connected with the Transfer Property and occurring as a result of any entry upon the Transfer Property, or activities conducted thereon by Buyer, its agents, contractors or employees, including Claims arising from the passive or active negligence of the Indemnitees. Buyer's entry upon the Transfer Property and activities conducted thereon by or on behalf of Buyer shall be at Buyer's sole risk and expense. Seller shall not be liable to Buyer for, and Buyer hereby waives and releases Seller and the other Indemnitees from, any and all Claims arising out of or in any way connected with the Transfer Property and occurring as a result of any entry upon the Transfer Property, or activities conducted thereon by Buyer, its agents, contractors or employees, including Claims arising from the passive or active negligence of any of the Indemnitees. Buyer shall, and shall cause Buyer's consultants, contractors and subcontractors to, procure, carry and maintain in effect before and throughout the period of time that Buyer shall be entering the Transfer Property, not less than \$2,000,000.00 in comprehensive general liability insurance coverage, insuring all activities and conduct of such parties on the Transfer Property, issued by an insurance company licensed in the State of California, having a Best's rating of not less than A-, and otherwise reasonably acceptable to Seller. Seller shall be an additional insured under such policy(ies). Buyer shall deliver to Seller certificates of insurance evidencing the coverages required hereunder, as well as original endorsements evidencing additional insured status, prior to any entry upon the Transfer Property by Buyer or Buyer's consultants, contractors and subcontractors. The provisions of this Section 5.3 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspection of the Transfer Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given within the Inspection Period, but before 5:00 p.m. Pacific Time on the last day of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement before the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Transfer Property, including the physical condition of the Transfer Property, the possible uses of the Transfer Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Sections 7.5, 8, 9.2(b) or 9.3 below;

and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered before the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for the obligations that expressly survive the termination of this Agreement.

5.5 Hazardous Substances Disclosure; Electric and Magnetic Fields Disclosure; Buyer's Release and Indemnity. If the Property will be used for the operation of any distribution or transmission line facilities which transmit electrical current, such lines or facilities may produce electric and magnetic fields, electromagnetic fields, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means ("Electric and Magnetic Fields" or "EMFs"). Seller has conducted an initial investigation of the Transfer Property for hazardous substances and obtained the report described on Exhibit C attached hereto ("Environmental Report"). Seller agrees to provide Buyer with a copy of the Environmental Report and Buyer may utilize the Environmental Report in its due diligence review; provided, however, Buyer acknowledges and agrees that (a) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Environmental Report or the methods upon which said information was obtained by the issuers of the Environmental Report, (b) Buyer will not rely in any manner upon the information contained in the Environmental Report and (c) neither Seller nor the issuer of any of the Environmental Report shall have any liability whatsoever to Buyer for any false, inaccurate or misleading matters or information, if any, contained in the Environmental Report. Buyer has been strongly advised to investigate the existence of hazardous substances and Electric and Magnetic Fields on, under, about or otherwise affecting the Transfer Property. Buyer further acknowledges that Seller shall not in any manner be responsible to Buyer for the presence of any Electric and Magnetic Fields or hazardous substances on, under, about or otherwise affecting the Transfer Property, and further, as a material inducement to Seller for the sale of the Transfer Property to Buyer, Buyer agrees to execute the Release in Section 5.8.

5.6 Natural Hazard Disclosures. Seller is, or may be, required under California law to disclose if the Transfer Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone ("Fire Hazard Severity Zone") (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards ("Wildland Fire Zone") (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Buyer acknowledges and understands that: (i) if the Transfer Property is located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Transfer Property is located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Transfer Property is situated in one or more of the hazard zones described above, Buyer's ability to develop the Transfer Property, obtain insurance, or receive assistance after a disaster may be limited. Buyer further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist, and are not definitive indicators of whether or not a property will be affected by a natural disaster. Seller has employed the services of JCP-LGS Commercial Property Disclosure Reports (which, in such capacity is herein called "Natural Hazards Expert") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill the foregoing disclosure obligations. A copy of the Natural Hazards Disclosure Report ("Natural Hazards Report") prepared by the Natural Hazards Expert is attached to this Agreement as Exhibit D. Buyer acknowledges that the Natural Hazards Report deals with matters within the scope of the Natural Hazards Expert's professional license or expertise, and Seller shall be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal

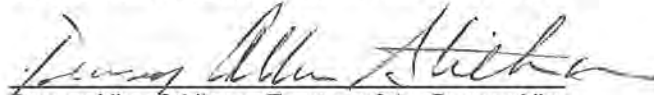


knowledge. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Transfer Property, or the effect thereof on the future use or development of the Transfer Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on Seller by California law.

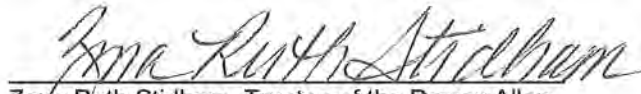
5.7 Confidentiality. Until the Close of Escrow, unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep and shall cause Buyer's agents, consultants and employees to keep confidential all tests, inspections and reports, documents, analyses, and opinions obtained or generated by Buyer with respect to the Transfer Property, including any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Transfer Property (collectively, "Confidential Information"), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Until the Close of Escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval, which Seller may grant or withhold at Seller's sole and absolute discretion, unless and until Buyer is legally compelled to make such disclosure.

5.8 Buyer's Release of Seller. Buyer hereby waives, releases and forever discharges Seller and the other Indemnitees from any and all Claims that Buyer may have at the Close of Escrow or that may arise in the future on account of or in any way arising out of or connected with the Transfer Property, including, but not limited to, the physical condition, nature or quality of the Transfer Property or the ownership, management or operation of the Transfer Property, except as set forth in Section 6.1 below. Buyer hereby waives the protection of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.



Dewey Allen Stidham, Trustee of the Dewey Allen Stidham and Zona Ruth Stidham Revocable Living Trust Agreement dated 03-21-08



Zona Ruth Stidham, Trustee of the Dewey Allen Stidham and Zona Ruth Stidham Revocable Living Trust Agreement dated 03-21-08

5.9 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

## 6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer to Seller's actual knowledge, as defined below in this Section 6.1, as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Transfer Property and all rights appurtenant thereto to Buyer; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required CPUC Approval (as more particularly described in Section 7.3 below). All corporate action on the part of

Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or before the Close of Escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required CPUC Approval (as more particularly described in Section 7.3 below).

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit E, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Transfer Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Transfer Property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit E, during the twelve (12) month period preceding the Effective Date, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Transfer Property or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit E, during the twelve (12) month period preceding the Effective Date, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Transfer Property or any part thereof.

Seller's "actual knowledge" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, Seller's Representative, as of the Effective Date, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of Seller's Representative, which may include information concerning the Transfer Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Transfer Property, and Seller will not make such other files and records available to Buyer for its review. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Transfer Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Transfer Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the Close of Escrow for the period set forth in Section 11.2 below:

(a) The persons executing this Agreement on behalf of Buyer have the capacity and full right and authority to execute this Agreement on behalf of Buyer and to bind Buyer without the consent or approval of any other person or entity. This Agreement and all documents executed by Buyer which are to be delivered to Seller upon the Close of Escrow are, or at the time of the Close of Escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of the Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property owner, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically



acknowledges that it is acquiring the Transfer Property "AS IS, WHERE IS, WITH ALL FAULTS", without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Transfer Property, the physical condition of the Transfer Property, the uses of the Transfer Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Transfer Property as it deems necessary or appropriate in acquiring the Transfer Property from Seller (including an analysis of any and all matters concerning the physical or environmental condition, condition of title, use, development or suitability for development of the Transfer Property). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(c) Buyer is not, and at no time during the term of this Agreement will be: (i) in violation of any Anti-Terrorism Law (defined below); (ii) conducting any business or engaging in any transaction or dealing with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (defined below); or (iv) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor any of its Affiliates, officers, directors, shareholders, partners or members is, or at any time during the term of this Agreement will be, a Prohibited Person. As used herein, "Anti-Terrorism Law" means any law or regulation relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act (defined below), and any regulations promulgated under any of them, each as may be amended from time to time. As used herein, "Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," as may be amended from time to time. As used herein, "Prohibited Person" means (1) a person or entity that is listed in, or owned or controlled by a person or entity that is listed in, the Annex to Executive Order No. 13224; (2) a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (3) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" means the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). As used herein, "Affiliate" means, with respect to any party, a person or entity that controls, is under common control with, or is controlled by such party.

(d) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive closing for the period set forth in Section 11.2.

## 7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Transfer Property is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at the Close of Escrow the title insurance policy described in Section 4.3 upon payment of its regularly scheduled premium therefor; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or before the Close of Escrow and subject to Section 9.3, the truth and accuracy of the representations and warranties made by Seller at the Close of Escrow.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Transfer Property to Buyer is subject to Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer and the continued truth and accuracy of the representations and warranties made by Buyer.

7.3 CPUC Approval. Seller has determined that approval of the CPUC ("CPUC Approval") will be required as a condition precedent to Seller's sale of the Transfer Property to Buyer, and therefore, the obligation of each party to close the sale of the Transfer Property shall be conditioned upon obtaining such CPUC Approval at or before the Close of Escrow. Buyer acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Transfer Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by Seller in its sole and absolute discretion, including Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval, and Buyer hereby waives all claims against Seller for losses, expenses or damages suffered or incurred by Buyer as a result of the need for CPUC Approval, any delay in receipt of CPUC approval or the failure of the CPUC to approve the sale of the Transfer Property to Buyer.

7.4 Subdivision Map Act Compliance. This transaction must comply with the California Subdivision Map Act ("Map Act") (Government Code Section 66410, et seq.) ("Map Act Compliance"). The obligation of each party to close the sale of the Transfer Property shall be conditioned upon obtaining such Map Act Compliance before the Close of Escrow. Buyer, at Buyer's expense, shall take all actions necessary to obtain Map Act Compliance to Seller's satisfaction, including obtaining a Certificate of Compliance in connection with the filing of a lot line adjustment. Buyer shall consult with Seller regarding Buyer's proposed means to achieve Map Act Compliance and shall keep Seller reasonably apprised of the status of its efforts to achieve Map Act Compliance. Buyer acknowledges and agrees that Seller makes no representation or warranty with respect to Map Act Compliance, and Buyer hereby waives all claims against Seller that may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for Map Act Compliance, or the failure to obtain Map Act Compliance.

7.5 Termination of Agreement for Failure of Conditions.

(a) Failure of Buyer's Conditions. If any one or more of the conditions to Buyer's obligations, as set forth in Section 7.1 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Buyer may elect, by written notice to Seller, to terminate this Agreement and the Escrow, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate.

(b) Failure of Seller's Conditions. If any one or more of the conditions to Seller's obligations, as set forth in Section 7.2 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Seller may elect, by written notice to Buyer, to terminate this Agreement and the Escrow, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate. Nothing in this paragraph shall be construed to limit Seller's rights under Section 9.1 in the event of a default by Buyer.

(c) CPUC Approval. The condition set forth in Section 7.3 may not be waived by either party. If Seller notifies Buyer before the Closing Date that Seller has not obtained CPUC Approval in a form satisfactory to Seller, in its sole and absolute discretion, then this Agreement and the Escrow shall automatically terminate as of the date of such notice, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1, and this

Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate, except for obligations that expressly survive the termination of this Agreement.

(d) Subdivision Map Act Compliance. The condition set forth in Section 7.4 may not be waived by either party. If Seller notifies Buyer before the Closing Date that Seller has not confirmed Map Act Compliance, then this Agreement and the Escrow shall automatically terminate as of the date of such notice, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1 and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate, except for obligations that expressly survive the termination of this Agreement.

8. CONDEMNATION. In the event of any taking of more than twenty-five percent (25%) of the land area of the Transfer Property in eminent domain proceedings or under threat of condemnation before the Close of Escrow, Buyer shall have the right to terminate this Agreement by giving to Seller written notice of termination within five (5) days following the date of such taking, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of Section 2.1 and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. In the event of a taking of twenty-five percent (25%) or less of the land area of the Transfer Property before the Close of Escrow or in the event that Buyer shall not elect to terminate this Agreement as provided above, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer, at the Close of Escrow, the portion of any condemnation award attributable to Seller's interest in the Transfer Property. For the purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Transfer Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

(a) IF THE SALE OF THE TRANSFER PROPERTY TO BUYER UNDER THIS AGREEMENT DOES NOT CLOSE BECAUSE OF A DEFAULT BY BUYER UNDER THIS AGREEMENT OR THE REIMBURSEMENT AGREEMENT, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND TITLE COMPANY IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, TITLE COMPANY SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING BUYER'S CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.7 AND 11.11 AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE




LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(a) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.10 BELOW, OR SELLER'S RIGHTS UNDER THE REIMBURSEMENT AGREEMENT.

(c) THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.7 AND 11.11 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(a) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

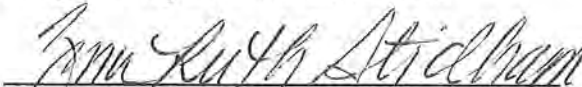
ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

Buyer:

Seller: PACIFIC GAS AND ELECTRIC COMPANY

  
Dewey Allen Stidham, Trustee of the Dewey Allen  
Stidham and Zona Ruth Stidham Revocable  
Living Trust Agreement dated 03-21-08

By:   
Print Name: Ralph Medina

  
Zona Ruth Stidham, Trustee of the Dewey Allen  
Stidham and Zona Ruth Stidham Revocable  
Living Trust Agreement dated 03-21-08

9.2 Seller's Default. If the sale of the Transfer Property under this Agreement does not close because of a default by Seller, Buyer shall have, at its option and as its sole remedies, the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement.

(b) As an alternative to the remedy provided in Section 9.2(a), the right to terminate this Agreement, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

NOTHING CONTAINED IN THIS SECTION 9.2 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT BUYER'S RIGHTS TO OBTAIN FROM SELLER ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.10 BELOW.

9.3 Failure of Conditions. If, before the Close of Escrow, Seller discloses to Buyer or Buyer otherwise discovers that (a) Seller failed to make any material disclosures to Buyer regarding the Transfer Property, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue, (collectively, "Disclosure Defects") then Seller shall bear no liability for such Disclosure Defects, and Buyer shall, within three (3) days following Buyer's awareness of the

existence of a Disclosure Defect, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said three (3) day period, Buyer shall be deemed to have irrevocably waived any right to object to the Disclosure Defect, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said three (3) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the Close of Escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection within ten (10) days after notice thereof from Seller ("Defect Cure Period"), then Buyer, as Buyer's sole remedy, shall elect to either (a) waive the Disclosure Defect and complete the purchase of the Transfer Property in accordance with the terms of this Agreement or (b) terminate this Agreement by giving written notice to Seller within ten (10) days after Defect Cure Period, and, provided that Buyer shall not be in default hereunder, Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. If Buyer fails to give Seller Buyer's written notice to terminate within ten (10) days after Defect Cure Period, then Buyer shall be deemed to have elected to waive such Disclosure Defect and Buyer's right to terminate this Agreement pursuant to this Section 9.3. Notwithstanding anything to the contrary in this Agreement, Buyer's consent to the Close of Escrow in this transaction shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer before the Close of Escrow, and Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any Disclosure Defects.

#### 10. BROKERS.

10.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall the expiration or earlier termination of this Agreement or the Close of Escrow.

#### 11. MISCELLANEOUS.

11.1 Operation of the Transfer Property Prior to the Close of Escrow. During the period from the date of Seller's execution of this Agreement to the Close of Escrow, Seller shall maintain the Transfer Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Transfer Property in accordance with its pre-existing practices, as if the Transfer Property were not to be sold to Buyer. In addition, Seller agrees during such interim period not to enter into any lease, management agreement or maintenance or service contract, or to alter or amend any of the material terms of any such existing agreements that will be binding on Buyer, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11.2 Survival. The representations and warranties of Seller and Buyer contained in this Agreement shall survive the Close of Escrow and continue for a period of six (6) months thereafter and shall thereupon expire and be of no further force and effect; provided, however, that Buyer's



representation and warranty set forth in Section 6.2(b) shall survive the Close of Escrow indefinitely. Any claim for breach of any such representations and warranties must be made in writing within such six (6) month period or shall be waived; provided that if any such claim that is initiated within such six (6) month period, may be pursued to completion by the claiming party. Notwithstanding the foregoing two sentences, discovery by Buyer of any Disclosure Defects before the Close of Escrow shall be exclusively governed by Section 9.3 above. The waivers of claims or rights, the releases and the obligations of Buyer under this Agreement to indemnify, protect, defend and hold harmless Seller and other Indemnitees shall survive the expiration or earlier termination of this Agreement or the Close of Escrow, and so shall all other obligations or agreements of Seller and Buyer which by their nature or by their terms survive.

11.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

11.4 Submission of Agreement. Submission of this document for examination or signature by Buyer does not constitute an option or offer to sell the Transfer Property to Buyer. This document is not effective as a purchase and sale agreement or otherwise until executed and delivered by both Seller and Buyer.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Transfer Property, provided that Buyer shall not be released of its obligations under this Agreement. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Transfer Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement by notice to the other party within thirty (30) days after the final determination. If such party so elects to terminate this Agreement, Buyer shall be entitled to return of the Deposit (less the Independent Consideration), subject to the terms of 2.1, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

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

11.8 Counterparts. This Agreement 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.

11.9 Notices. Any notice or other communication required or permitted under this Agreement 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 or United Parcel Service, addressed to the parties as follows:

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

Pacific Gas and Electric Company  
2730 Gateway Oaks  
Sacramento, CA 95833-3500  
Attn: Aimee Crawford  
Director, Land Management

With a concurrent copy to:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442  
San Francisco, CA 94120  
Attn: Managing Counsel, Environmental and Real Estate Group

If by personal delivery or courier service:

Pacific Gas and Electric Company  
2730 Gateway Oaks  
Sacramento, CA 95833-3500  
Attn: Aimee Crawford  
Director, Land Management

With a concurrent copy to:

Law Department  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B30A  
San Francisco, CA 94105  
Attn: Managing Counsel, Environmental and Real Estate Group

If to Buyer: Dewey Allen Stidham and Zona Ruth Stidham  
7394 N. Charles Avenue  
Fresno, CA 93711

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. Any party may change the address for notice by giving notice to the other party in accordance with this Section.

11.10 Legal Fees. If either party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory 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 and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). Buyer shall also pay all attorneys' fees and costs Seller incurs in defending this Agreement or otherwise protecting Seller's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Buyer or this Agreement, including all motions and proceedings related to relief from an automatic stay, use of cash collateral, claim objections,

disclosure statements and plans of reorganization. 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 costs to which the prevailing party is entitled shall include all costs that are allowable under any applicable statute, including Code of Civil Procedure Sections 1032 and 1033.5, as well as non-statutory costs, including costs of investigation, copying costs, electronic discovery costs, electronic research costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees and costs, travel expenses, court reporter fees, transcripts of court proceedings not ordered by the court, mediator fees and attorneys' fees incurred in discovery, contempt proceedings, and bankruptcy, insolvency, liquidation and reorganization proceedings. 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. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred before 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 Agreement into any judgment on this Agreement.

11.11 Confidentiality; No Recorded Memorandum; No Publicity.

(a) Except to the extent required by law, and except to the extent requested by any governmental or quasi-governmental authority (including the CPUC and the Federal Energy Regulatory Commission), Buyer shall not disclose the terms of this Agreement to any third party without the prior written consent of Seller. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Transfer Property. Buyer shall not record this Agreement or any short form memorandum of this Agreement.

(b) The parties agree to coordinate all communication relating to this transaction. Buyer shall not issue any news releases, respond to any media inquiries, or otherwise make any statements, even in an "off the record" conversation, regarding this transaction. This prohibition includes making posts on internet and intranet site(s). All communication about this transaction, both verbal and in writing, must be approved in advance in writing by Seller or be presented in a manner that is consistent with communications prepared by Seller.

(c) For purposes of this Agreement, it shall not be a breach or default of the confidentiality provisions of this Agreement if any documents, information or material is or becomes publicly available without breach of this Agreement by Buyer; or is rightfully received by Buyer from a third party without obligations of confidentiality.

11.12 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Seller's liability, if any, arising in connection with this Agreement or with the Transfer Property shall be limited to Seller's interest in the Transfer Property, or to the sales proceeds from the Transfer Property subsequent to the Close of Escrow, for the recovery of any judgment against Seller, and Seller's liability shall not extend to any other property or assets of Seller. The limitations of liability contained in this Section shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.



11.13 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to close the purchase and sale of the Transfer Property as contemplated herein, except that Seller shall be obligated to provide an Owner's Affidavit only in a form acceptable to Seller, in Seller's sole and absolute discretion.

11.14 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

11.15 Captions. Captions to the paragraphs and sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

11.16 Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to define or interpret any provision hereof. Unless the context clearly requires otherwise, (i) the plural and singular shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (vi) "days" means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

11.17 Mandatory Negotiation and Mediation.


(a) Except as provided in this Section, Seller and Buyer agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Agreement, before resorting to court action. Either party may initiate settlement negotiations by providing written notice to the other party, setting forth the subject of the claim or dispute. Buyer and Seller agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If Buyer and Seller fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the parties agree to submit the matter to JAMS for mediation within thirty (30) days thereafter. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested (the "Mediation Notice"). Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules. The parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. If the parties do not select a mediator within thirty (30) days after the Mediation Notice, the parties agree that either party may request that JAMS in San Francisco, California, facilitate the choice of mediator by applying the "strike and rank" process used for appointment of arbitrators in arbitration proceedings, or to appoint a mediator, if necessary, and both parties agree to the appointment of such mediator as so selected. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.


If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the parties, and except as provided herein or by mutual agreement of the parties, the mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation before commencing court action, each party shall pay its own attorneys' fees and costs. Except as provided in Section 11.17(b), neither party may commence an action arising out of or relating to this Agreement until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section. If either party commences an action with respect to a claim or dispute covered by this Section without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

(b) Either party may seek equitable relief to preserve the status quo before participating in the negotiation and mediation proceedings required pursuant to Section 11.17(a). In addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

(c) The provisions of this Section 11.17 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the party against which enforcement is ordered. The covenants of Seller and Buyer contained in this Section 11.17 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

**Buyer:**

  
Dewey Allen Stidham, Trustee of the Dewey  
Allen Stidham and Zona Ruth Stidham  
Revocable Living Trust Agreement dated 03-21-  
08

  
Zona Ruth Stidham, Trustee of the Dewey Allen  
Stidham and Zona Ruth Stidham Revocable  
Living Trust Agreement dated 03-21-08

**Seller: PACIFIC GAS AND ELECTRIC COMPANY**

By:   
Print Name: Ralph Medina

11.18 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

Exhibit A – Legal Description of PG&E Property  
Exhibit A-1 – Legal Description of Stidham Property  
Exhibit A-2 – Depiction of Encroachment Area  
Exhibit A-3 – Legal Description of Transfer Property  
Exhibit B – Grant Deed  
Exhibit C – Environmental Report  
Exhibit D – Natural Hazard Disclosure Statement  
Exhibit E – Disclosure Exhibit  
Exhibit F – Preliminary Title Report

11.19 Entire Agreement; Amendment. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereof and shall supersede any prior

written or oral agreements or communications between the parties pertaining to such subject matter. Seller's or Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: Ralph Medina

Print Name: Ralph Medina

Its: Hydro Support Manager

Date: July 17, 2019

BUYER:

Dewey Allen Stidham  
Dewey Allen Stidham, Trustee of the Dewey Allen  
Stidham and Zona Ruth Stidham Revocable  
Living Trust Agreement dated 03-21-08

Date: 06-04-19

Zona Ruth Stidham  
Zona Ruth Stidham, Trustee of the Dewey Allen  
Stidham and Zona Ruth Stidham Revocable  
Living Trust Agreement dated 03-21-08

Date: 06-04-19



EXHIBIT A

**LEGAL DESCRIPTION OF PG&E PROPERTY**

Real property in the unincorporated area of the County of Madera, State of California, described as follows:

State Board of Equalization No. 135-20-31E Parcel 1, lying within the North half of Section 23, Township 7 South, Range 22 East Mount Diablo Base and Meridian, in the unincorporated area of the County of Madera, State of California, according to the Official Plat Thereof.

Excepting Therefrom, any portion lying within Tract No. 135 of Lake Shore Park, in the unincorporated area of the County of Madera, State of California, according to the map recorded May 10, 1963 in Volume 9, Pages 135 and 136 of Maps, in the office of the County Recorder of said County

The foregoing legal description of the Property may be subject to errors and omissions. Any prospective Buyer should make its own independent investigation to verify the accuracy of the legal description.

EXHIBIT A-1

LEGAL DESCRIPTION OF STIDHAM PROPERTY

Real property in the unincorporated area of the County of Madera, State of California, described as follows:

Lot 33 of Lake Shore Park, according to map entitled Map of Tract No. 135 of Lake Shore Park, filed and recorded in the office of the County of Madera Recorder, State of California, May 10, 1963 in Volume 9, Pages 135 and 136 of Maps.

### DEPICTION OF ENCROACHMENT AREA



EXHIBIT A-3

**LEGAL DESCRIPTION OF TRANSFER PROPERTY**

Real property in the unincorporated area of the County of Madera, State of California, described as follows:

All that portion of the Northwest  $\frac{1}{4}$  of Section 23, Township 7 South, Range 22 East, M.D.B.&M., described as follows:

Commencing at the Southerly most corner of Lot 33 of Lake Shore Park Tract No. 135, recorded in Book 9 of Maps at Page 135, M.C.R.; thence along the Southwesterly boundary line thereof, N.31°10'13"W. 22.69 feet to the TRUE POINT OF BEGINNING; thence leaving said boundary N.74°30'09"W. 31.65 feet; thence N.67°41'51"W. 16.33 feet; thence N.01°18'54"E. 58.53 feet to a point on said Boundary line; thence S.31°10'13"E. 85.52 feet to the POINT OF BEGINNING.

Containing Approximately 1375 Sq. Ft. (0.032± Acres)

EXHIBIT B

RECORDING REQUESTED BY

Jones Snyder & Associates

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE  
SHOWN BELOW, MAIL TAX STATEMENT TO:

NAME Dewey Allen Stidham and Zona Ruth Stidham  
STREET ADDRESS P.O. Box 392  
CITY & STATE Kerman, Ca.  
ZIP 93630

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$41.80

☒ unincorporated area ☐ City of

Parcel No. Portion of 059-064-005

☐ computed on full value of interest or property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

hereby GRANT(s) to DEWEY ALLEN STIDHAM and ZONA RUTH STIDHAM, Trustees of the Dewey Allen Stidham  
and Zona Ruth Stidham Revocable Living Trust Agreement Dated March 21, 2008

the following described real property in the county of Madera, state of California

"See Exhibit "A" attached hereto and made a part hereof"

"See Exhibit "B" attached hereto and made a part hereof"

Dated:

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: \_\_\_\_\_

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, \_\_\_\_\_, 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 signatures(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 \_\_\_\_\_

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



LLA 2016-12  
Por. 059-064-005  
PGE to Stidham  
January 11, 2017

## Exhibit "A"

All that portion of the Northwest ¼ of Section 23, Township 7 South, Range 22 East, M.D.B.&M., described as follows:

Commencing at the Southerly most corner of Lot 33 of Lake Shore Park Tract No. 135, recorded in Book 9 of Maps at Page 135, M.C.R.; thence along the Southwesterly boundary line thereof, N.31°10'13"W. 22.69 feet to the TRUE POINT OF BEGINNING; thence leaving said boundary N.74°30'09"W. 31.65 feet; thence N.67°41'51"W. 16.33 feet; thence N.01°18'54"E. 58.53 feet to a point on said Boundary line; thence S.31°10'13"E. 85.52 feet to the POINT OF BEGINNING.


Containing 1375 Sq. Ft. (0.032± Acres)

END OF DESCRIPTION

=====

This real property description was prepared by me, or under my direction, in conformance with the Professional Land surveyors Act.



  
Ryan J. DeWitt

PLS 8779

1/11/2017  
Date

# EXHIBIT "B"

## LOT LINE ADJUSTMENT 2016-12

A PORTION OF SECTION 23, T.7S., R. 22E., M.D.B.&M.



RYAN J. DEWITT P.L.S. 8779

DATE: 01/11/17

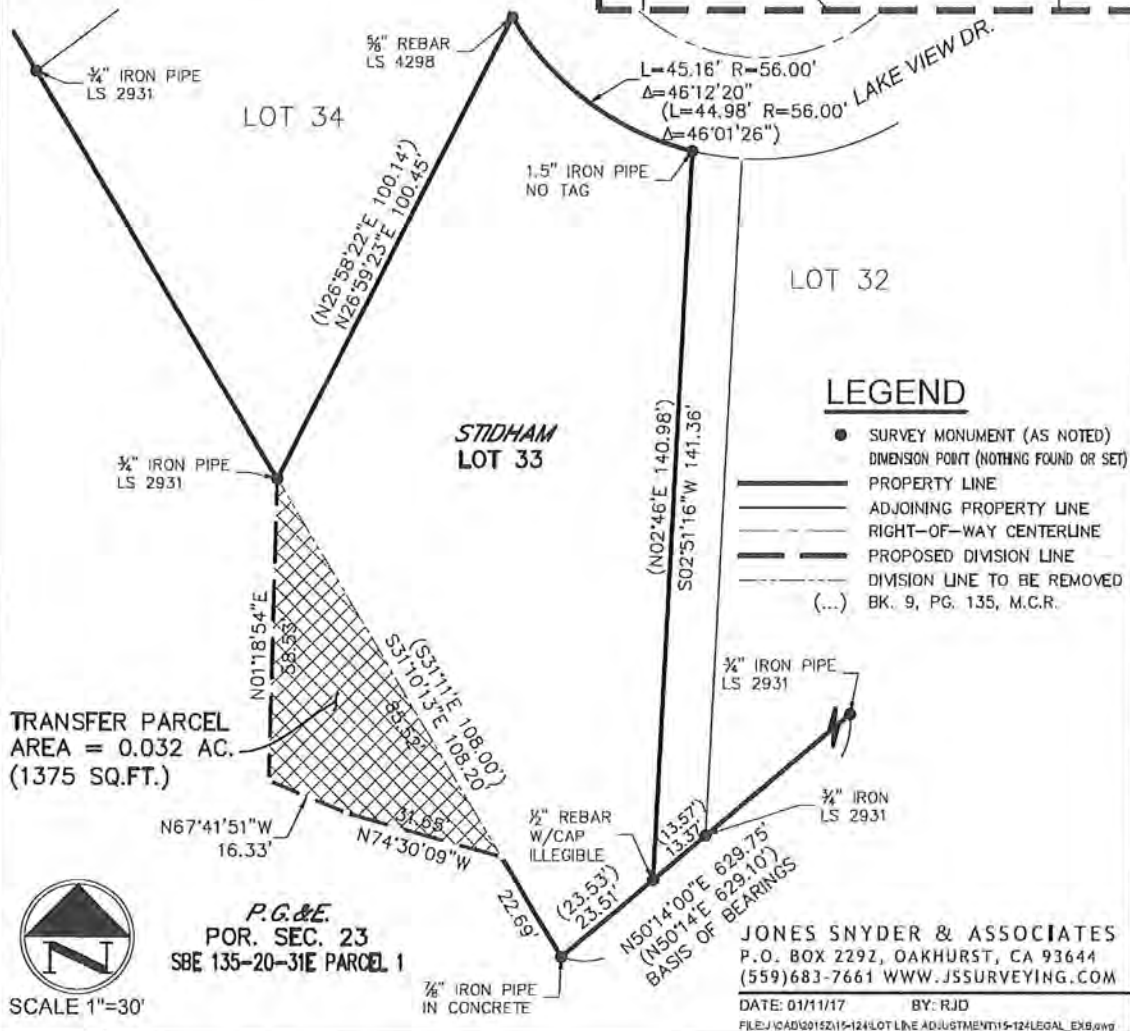
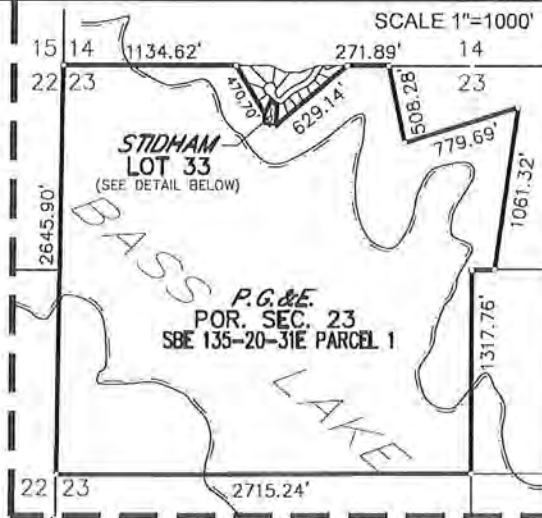


EXHIBIT C

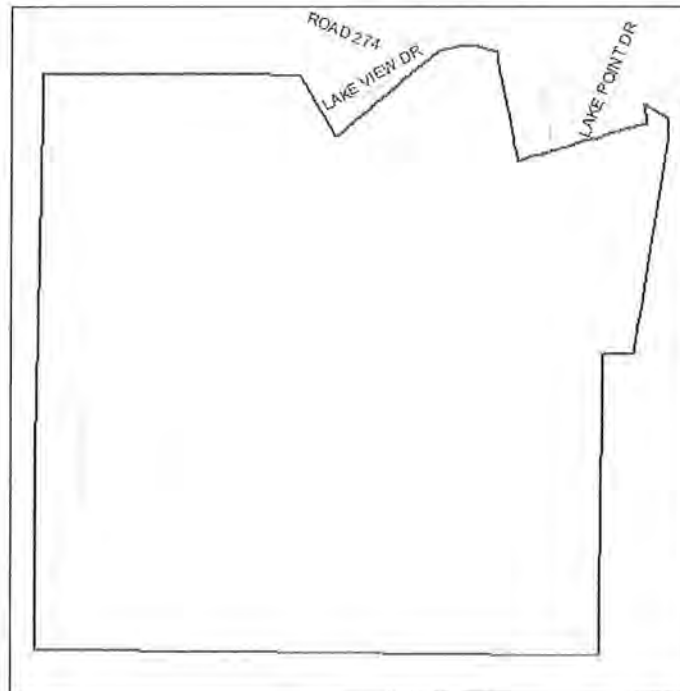
**ENVIRONMENTAL REPORT**

Phase I Environmental Site Assessment dated January 29, 2016, prepared by Moore Twining Associates, Inc., and identified as Project No. G22401.0100








EXHIBIT D  
NATURAL HAZARD DISCLOSURE REPORT  
(see attached)

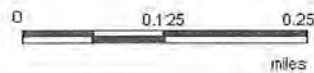
Property Address: BASS LAKE PROPERTY  
BASS LAKE, MADERA COUNTY, CA 93604  
("Property")

APN: 059-064-005  
Report Date: 03/28/2018  
Report Number: 2262867



☐ Subject Property

-  Special Flood Hazard Area
-  Area of Potential Flooding, Dam Failure
-  Very High Fire Hazard Severity Zone
-  Wildland Area, Substantial Forest Fire Risk
-  Earthquake Fault Zone
-  Seismic Hazard Zone, Landslide
-  Seismic Hazard Zone, Liquefaction



*This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.*

This COMMERCIAL PROPERTY DISCLOSURE REPORT contains

THIS REPORT PROVIDES THE STATUTORY DISCLOSURES MANDATED BY CALIFORNIA LAWS SPECIFIED HEREIN AND DELIVERY OF THIS REPORT AND THE EXECUTED STATUTORY FORM IS SUFFICIENT TO MEET THE SAFE HARBOR FOR THE SELLER AND SELLER'S AGENT. THIS REPORT ALSO CONTAINS OTHER IMPORTANT DISCLOSURES AND INFORMATION. SELLER AND SELLER'S AGENT MAY HAVE ADDITIONAL RESPONSIBILITIES FOR CERTAIN DISCLOSURES WITHIN THEIR ACTUAL KNOWLEDGE.



JCP-LGS Commercial Property Disclosure Reports  
The Natural Hazard Disclosure Report  
For MADERA County

Property Address: BASS LAKE PROPERTY  
BASS LAKE, MADERA COUNTY, CA 93604  
("Property")

APN: 059-064-005  
Report Date: 03/28/2018  
Report Number: 2262867

Natural Hazard Disclosure ("NHD") Statement  
and Acknowledgment of Receipt

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) or a third-party consultant based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S)

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes \_\_\_\_\_ No **X** Do not know and information not available from local jurisdiction \_\_\_\_\_

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code

Yes \_\_\_\_\_ No **X** Do not know and information not available from local jurisdiction \_\_\_\_\_

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code

Yes \_\_\_\_\_ No **X**

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes **X** No \_\_\_\_\_

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code

Yes \_\_\_\_\_ No **X**

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code

Yes (Landslide Zone) \_\_\_\_\_ Yes (Liquefaction Zone) \_\_\_\_\_

No \_\_\_\_\_ Map not yet released by state **X**

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Transferor(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_ Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC., OPERATING THROUGH ITS JCP-LGS DIVISION  
Date 28 March 2018

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_

**TRANSFEREE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:**

- A. Commercial Natural Hazard Disclosure Report.
- B. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only).
- C. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- D. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Non-residential Building Energy Use.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: Commercial Property Owner's Guide to Earthquake Safety. Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.





JCP-LGS Commercial Property Disclosure Reports  
**The Natural Hazard Disclosure Report**  
**For MADERA County**

Property Address: BASS LAKE PROPERTY  
BASS LAKE, MADERA COUNTY, CA 93604  
("Property")

APN: 059-064-005  
Report Date: 03/28/2018  
Report Number: 2262867

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**JCP-LGS Commercial Property Disclosure Reports**  
**The Natural Hazard Disclosure Report**  
**For MADERA County**

Property Address: BASS LAKE PROPERTY  
 BASS LAKE, MADERA COUNTY, CA 93604  
 ("Property")

APN: 059-064-005  
 Report Date: 03/28/2018  
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**PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT**

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		<b>X</b>		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone(s) D.	<u>5</u>
Dam		<b>X</b>		NOT IN an area of potential dam inundation.	<u>5</u>
Very High Fire Hazard Severity		<b>X</b>		NOT IN a very high fire hazard severity zone.	<u>6</u>
Wildland Fire Area	<b>X</b>			IN a state responsibility area.	<u>6</u>
Fault		<b>X</b>		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	<u>7</u>
Landslide			<b>X</b>	Map Not Available	<u>7</u>
Liquefaction			<b>X</b>	Map Not Available	<u>7</u>

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		<b>X</b>		NOT WITHIN one mile of a formerly used ordnance site.	<u>12</u>
Airport Influence Area		<b>X</b>		NOT IN an airport influence area.	<u>13</u>
Airport Noise Area for 65 Decibel		<b>X</b>		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	<u>14</u>

General Advisories	Description	NHD Report page:
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	<u>15</u>
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	<u>16</u>
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	<u>17</u>
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	<u>17</u>
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	<u>18</u>
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	<u>18</u>

Determined by First American Professional Real Estate Services, Inc.  
 For more detailed information as to the foregoing determinations, please read this entire Report.



JCP-LGS Commercial Property Disclosure Reports  
The Natural Hazard Disclosure Report  
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## Natural Hazard Disclosure Report

### Part 1. State Defined Natural Hazard Zones

#### Statutory Natural Hazard Disclosures

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six "statutory" hazard zones, disclosed on the Natural Hazard Disclosure Statement ("NHDS") on Page one of this Report, are explained below. Note that the NHDS does not provide for informing buyers if a property is only partially within any of the delineated zones or provide additional flood zone information which could be very important to the process. The following summary is intended to give buyers additional information they may need to help them in the decision-making process and to place the information in perspective.

#### SPECIAL FLOOD HAZARD AREA

**DISCUSSION:** Property in a Special Flood Hazard Area (any type of Zone "A" or "V" as designated by the Federal Emergency Management Agency ("FEMA")) is subject to flooding in a "100-year rainstorm." Federally connected lenders require homeowners to maintain flood insurance for buildings in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. According to FEMA, a home located within a SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Other types of flooding, such as dam failure, are not considered in developing these zones. Flood insurance for properties in Zones B, C, D, X, X500, and X500\_Levee is available but is not required.

**Zones A, AO, AE, AH, AR, A1-A30:** Area of "100-year" flooding - a 1% or greater chance of annual flooding.

**Zone A99:** An "adequate progress" determination for flood control system construction projects that, once completed, may significantly limit the area of a community that will be included in the Special Flood Hazard Area (SFHA). Such projects reduce but do not eliminate, the risk of flooding to people and structures in "levee-impacted" areas, and allow mandatory flood insurance to be available at a lower cost.

**Zones V, V1-V30:** Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

**Zone B:** Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

**Zones C, D:** NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

**Zones X:** An area of minimal flood risk. These are areas outside the "500" year flood-risk level.

**Zone X500:** An area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

**Zone X500\_LEVEE:** An area of moderate flood risk that is protected from "100-year flood" by levee and that is subject to revision to high risk (Zone A) if levee is decertified by FEMA.

**Zone N:** Area Not Included, no flood zone designation has been assigned or not participating in the National Flood Insurance Program.

**Notice:** The Company is not always able to determine if the Property is subject to a FEMA Letter of Map Revision ("LOMR") or other FEMA letters of map change. If Seller is aware that the Property is subject to a LOMR or other letters of map change, the Seller shall disclose the map change and attach a copy of the FEMA letter(s) to the Report. Contact FEMA at <http://msc.fema.gov> for additional information.

For more information about flood zones, visit:

[http://www.floodsmart.gov/floodsmart/pages/flooding\\_flood\\_risks/defining\\_flood\\_risks.jsp](http://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp)

**PUBLIC RECORD:** Official Flood Insurance Rate Maps ("FIRM") compiled and issued by the Federal Emergency Management Agency ("FEMA") pursuant to 42 United States Code §4001, et seq.

#### AREA OF POTENTIAL FLOODING (DAM FAILURE)

**DISCUSSION:** Local governmental agencies, utilities, and owners of certain dams are required to prepare and submit inundation maps for review and approval by the California Office of Emergency Services ("OES"). A property within an Area of Potential Flooding Caused by Dam Failure is subject to potential flooding in the event of a sudden and total dam failure with a full reservoir. Such a failure could result in property damage and/or personal injury. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Please note that not all dams (such as federally controlled dams) located within the state have been included within these dam inundation zones. Also these maps do not identify areas of potential flooding resulting from storms or other causes.

**PUBLIC RECORD:** Official dam inundation maps or digital data thereof made publicly available by the State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5.



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**VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)**

**DISCUSSION:** VHFHSZs can be defined by the California Department of Forestry and Fire Protection ("Calfire") as well as by local fire authorities within "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. Properties located within VHFHS Zones may have a higher risk for fire damage and, therefore, may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact the local fire department for a complete list of requirements and exceptions.

**PUBLIC RECORD:** Maps issued by Calfire pursuant to California Government Code § 51178 recommending VHFHSZs to be adopted by the local jurisdiction within its Local Responsibility Area, or VHFHSZs adopted by the local jurisdiction within the statutory 120-day period defined in California Government Code § 51179.

**WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)**

**DISCUSSION:** The State Board of Forestry classifies all lands within the State of California based on various factors such as ground cover, beneficial use of water from watersheds, probable damage from erosion, and fire risks. Fire prevention and suppression in all areas which are not within a Wildland - State Responsibility Area ("WSRA") is primarily the responsibility of the local or federal agencies, as applicable.

For property located within a WSRA, please note that (1) there may be substantial forest fire risks and hazards; (2) except for property located within a county which has assumed responsibility for prevention and suppression of all fires, it is NOT the state's responsibility to provide fire protection services to any building or structure located within a WSRA unless the Department has entered into a cooperative agreement with a local agency; and (3) the property owner may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices.

The existence of local agreements for fire service is not available in the Public Record and, therefore, is not included in this disclosure. For very isolated properties with no local fire services or only seasonal fire services there may be significant fire risk. If the Property is located within a WSRA, please contact the local fire department for more detailed information.

**PUBLIC RECORD:** Official maps issued by the California Department of Forestry and Fire Protection ("Calfire") pursuant to California Public Resources Code § 4125.

**SRA Fire Prevention Benefit Fee Advisory**

In 2011, the California Legislature and Governor enacted a "Fire Prevention Fee" on habitable structures in the State's wildland fire responsibility area. The yearly fee, levied on property owners, paid for various activities to prevent and suppress wildfires in the SRA, and was most recently at the rate of \$152.33 per habitable structure on the property.

Effective July 1, 2017, as authorized by Assembly Bill 398 and signed by the Governor, that fire prevention fee is suspended until 2031.

For more information, please refer to "Part 6. State Responsibility Area Fire Prevention Fee" in the JCP-LGS Property Tax Report.



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#### EARTHQUAKE FAULT ZONE

**DISCUSSION:** Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone ("EF Zone") does not necessarily have a fault trace existing on the site. EF Zones are areas or bands delineated on both sides of known active earthquake faults. EF Zones vary in width but average one-quarter (1/4) mile in width with the "typical" zone boundaries set back approximately 660 feet on either side of the fault trace. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

**PUBLIC RECORD:** Official earthquake fault zone or special study zone maps approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2622.

#### SEISMIC HAZARD MAPPING ACT ZONE

**DISCUSSION:** Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding. A property that lies partially or entirely within a designated SH Zone may be subject to requirements for site-specific geologic studies and mitigation before any new or additional construction may take place.

**Earthquake-Induced Landslide Hazard Zones** are areas where the potential for earthquake-induced landslides is relatively high. Areas most susceptible to these landslides are steep slopes in poorly cemented or highly fractured rocks, areas underlain by loose, weak soils, and areas on or adjacent to existing landslide deposits. The CGS cautions these maps do not capture all potential earthquake-induced landslide hazards and that earthquake-induced ground failures are not addressed by these maps. Furthermore, no effort has been made to map potential run-out areas of triggered landslides. It is possible that such run-out areas may extend beyond the zone boundaries. An earthquake capable of causing liquefaction or triggering a landslide may not uniformly affect all areas within a SH Zone.

**Liquefaction Hazard Zones** are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water saturated granular sediment within 40 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of liquefaction-related ground displacement, nor the amount of damage caused by liquefaction. The many factors that control ground failure resulting from liquefaction must be evaluated on a site specific basis.

**PUBLIC RECORD:** Official seismic hazard maps or digital data thereof approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2696.

**STATUTORY NATURAL HAZARD DISCLOSURE REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within any of the above zones as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within any of the above zones as delineated in the Public Record. Map Not Available shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "MAP NOT AVAILABLE" will be applicable to most portions of the state. Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding.





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## Part 2. County and City Defined Natural Hazard Zones

### HAZARD MAPS IN THE LOCAL GENERAL PLAN

General Plan regulates property development. There are currently over 530 incorporated cities and counties in California. The state Government Code (Sections 65000 et seq.) requires each of those jurisdictions to adopt a comprehensive, long-term "General Plan" for its physical development. That General Plan regulates land uses within the local jurisdiction in order to protect the public from hazards in the environment and conserve local natural resources. The General Plan is the official city or county policy regarding the location of housing, business, industry, roads, parks, and other land uses.

Municipal hazard zones can affect the cost of ownership. Each county and city adopts its own distinct General Plan according to that jurisdiction's unique vegetation, landscape, terrain, and other geographic and geologic conditions. The "Safety Element" (or Seismic Safety Element) of that General Plan identifies the constraints of earthquake fault, landslide, flood, fire and other natural hazards on local land use, and it delineates hazard zones within which private property improvements may be regulated through the building-permit approval process, which can affect the future cost of ownership. Those locally regulated hazard zones are in addition to the federal and state defined hazard zones associated with statutory disclosures in the preceding section.

City and/or County natural hazard zones explained below. Unless otherwise specified, only those officially adopted Safety Element or Seismic Safety Element maps (or digital data thereof) which are publicly available, are of a scale, resolution, and quality that readily enable parcel-specific hazard determinations, and are consistent in character with those statutory federal or state disclosures will be considered for eligible for use as the basis for county- or city-level disclosures set forth in this Report. Please also note:

- If an officially adopted Safety Element or Seismic Safety Element map relies on data which is redundant of that used for state-level disclosures, this Report will indicate so and advise Report recipients to refer to the state-level hazard discussion section for more information.
- If an officially adopted Safety Element or Seismic Safety Element cites underlying maps created by another agency, those maps may be regarded as incorporated by reference and may be used as the basis for parcel-specific determinations if those maps meet the criteria set forth in this section.
- Because county- and city-level maps are developed independently and do not necessarily define or delineate a given hazard the same way, the boundaries for the "same" hazard may be different.

If one or more maps contained in the Safety Element and/or Seismic Safety Element of an officially adopted General Plan are used as the basis for local disclosure, those maps will appear under the "Public Record(s) Searched" for that county or city.

#### REPORTING STANDARDS

A good faith effort has been made to disclose all hazard features on pertinent Safety Element and Seismic Safety Element maps with well-defined boundaries; however, those hazards with boundaries that are not delineated will be deemed not suitable for parcel-specific hazard determinations. Some map features, such as lines drawn to represent the location of a fault trace, may be buffered to create a zone to facilitate disclosure. Those map features which can not be readily distinguished from those representing hazards may be included to prevent an omission of a hazard feature. If the width of a hazard zone boundary is in question, "IN" will be reported if that boundary impacts any portion of a property. Further explanations concerning specific map features peculiar to a given county or city will appear under the "Reporting Standards" for that jurisdiction.

#### PUBLIC RECORDS VS. ON-SITE EVALUATIONS

Mapped hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. A site-specific evaluation conducted by a geotechnical consultant or other qualified professional may provide more detailed and definitive information about the Property and any conditions which may or do affect it.

#### PROPERTY USE AND PERMITTING

No maps beyond those identified as "Public Record(s)" have been consulted for the purpose of these local disclosures. These disclosures are intended solely to make Report recipient(s) aware of the presence of mapped hazards. For this reason -- and because local authorities may use on these or additional maps or data differently to determine property-specific land use and permitting approvals -- Report recipients are advised to contact the appropriate local agency, usually Community Development, Planning, and/or Building, prior to the transaction to ascertain if these or any other conditions or related regulations may impact the Property use or improvement.



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**MADERA COUNTY GEOLOGIC DISCUSSION**

**PUBLIC RECORD(S) SEARCHED:** The Health and Safety Element of the 1995 Madera County General Plan Policy Document does not contain maps. Those contained in the Safety Element of the 1995 General Plan Background Report are renderings from a 1974 regional study that are not for parcel-specific determinations. Even so, information regarding the following hazards detailed in the Health and Safety Element or Background Report is provided for reference.

**FLOOD (200-Year Floodplain)**

In November 2015 the Madera County Board of Supervisors officially adopted by resolution an update to the County General Plan Housing Element which included statutory amendments to the General Plan Health and Safety Element as required for consistency with the Housing Element. These amendments address flood risk issues at the heart of two pieces of 2007 legislation, California Assembly Bill 162 and Senate Bill 5. Among the policies added as a result of this resolution is one which states, "The County shall require evaluation of potential flood hazards prior to approval of development projects and shall regulate development in urban and urbanizing areas per State law addressing 100-year and 200-year level of protection consistent with the current Central Valley Flood Protection Plan or the Federal Emergency Management Agency (FEMA) standard of flood protection." While the FEMA standard defines the 100-year level of flood protection (please refer to the Special Flood Hazard Areas discussion in the preceding section of this Report), the Public Record designates no authority for the 200-year level. For additional information, please note that the California Department of Water Resources (DWR) has completed work to map the 200-year floodplain for many areas of California based on a U.S. Army Corps of Engineers Comprehensive Study of Sacramento and San Joaquin River Basins. The 200-year composite floodplains, which are used by many communities in affected jurisdictions to comply with these same requirements, delineate areas with potential exposure to flooding for storm events with storm flows that have a 0.5% chance of being equaled or exceeded in any year. These flows and resulting flooded area are based on the best available floodplain information and may not identify all areas subject to flooding. To view these mapped USACE 200-Year Floodplains, visit the DWR "Best Available Maps (BAM)" website at <http://gis.bam.water.ca.gov/bam/> and select "USACE Comprehensive Study" under the "200-Year Floodplains" folder.

**LEEVE FLOOD PROTECTION ZONES**

A statutory amendment to the County General Plan Health and Safety Element pursuant to the 2015 Housing Element update states, "The County shall require, for all areas protected by levees, all new developments to include a notice within the deed that the property is protected from flooding by a levee and that the property can be subject to flooding if the levee fails or is overwhelmed." In addition, the County shall also require project applicants to secure an encroachment permit from the Central Valley Flood Protection Board (CVFPB) for any project that falls within the jurisdiction regulated by the CVFPB. However, the Public Record does not include maps that indicate levee-protected areas under County and CVFPB jurisdiction. For more information about levees and floodplains in the Central Valley, visit the DWR "Best Available Maps (BAM)" website at <http://gis.bam.water.ca.gov/bam/> and "Levee Flood Protection Zone (LFPZ)" website at <http://gis.lfpz.water.ca.gov/lfpz/>. For more information about the CVFPB jurisdiction, visit Flood Protection Board's web page about Madera County at [http://www.cvfpb.ca.gov/cvfpb/ssjdd\\_maps/madera/](http://www.cvfpb.ca.gov/cvfpb/ssjdd_maps/madera/).

**FAULT**

According to the Public Record faults which have been active during the past 10,000 years are considered "active" while those which are believed to have been active within the past two million years but not within the past 10,000 years are considered "potentially active". According to the California Geological Survey there are no active or potentially active faults of major historic significance within Madera County; however, there are two significant faults within the larger region that have been, and will continue to be, the principal sources of potential seismic activity within Madera County. The San Andreas Fault, which lies approximately 45 miles west of the Madera County line, has a long history of activity and is thus the primary concern in determining seismic activity within the County. The western tip of Madera County lies within the "Central California Active Area" of the fault, an area where large numbers of earthquakes have originated. The Owens Valley Fault Group, located in Inyo County approximately 80 miles east of the Madera County line, contains both active and potentially active faults and has been historically another source of seismic activity within Madera County.

**GROUND SHAKING**

Groundshaking is the primary seismic activity within Madera County due to the county's seismic setting and its record of historical activity. The valley portion of Madera County is located on alluvium deposits, which tend to experience greater groundshaking intensities than areas situated on hard rock. Therefore, structures located in the valley will be prone to suffer greater damage from groundshaking than those located in foothill and mountainous areas of the County. Even so, alluvium valleys and weathered or decomposed zones scattered within these areas could also experience stronger intensities than the surrounding solid rock areas.

**LIQUEFACTION**

Liquefaction is a process whereby soil is temporarily transformed into a fluid form during intense and prolonged ground shaking. Areas most prone to liquefaction are those which are water-saturated (specifically where the water table is less than 30 feet below the surface), and consist of relatively uniform sands that are of loose to medium density. Of particular concern



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in terms of developed and developing areas that have been poorly consolidated. Although there are some areas of Madera County where the water table is at 30 feet or less below the surface, soil types in the area are not conducive to liquefaction because they are either too coarse in texture or too high in clay content. In other words, soil types mitigate the potential for liquefaction.

#### LANDSLIDES

Areas of fracturing and steep slopes with inadequate ground cover in the foothill and mountainous areas of Madera County are prone to landsliding. There is no risk of large landslides in the valley area of the County since it is essentially flat and topographically featureless. There is, however, potential for small landslides and slumping along the steep banks of rivers and creeks. According to The Five County Seismic Safety Element areas of "low" landslide risk are confined to areas of the Madera Canal with pockets of "moderate" risk located to the west of State Highway 49 as well as the communities of Ahwahnee and Oakhurst; in and east of the community of Coarsegold; and in the southerly area of Madera County to the north and west of the community of Auberry.

#### SUBSIDENCE

Subsidence occurs when a large portion of land is displaced vertically, usually due to the withdrawal of ground water, or oil or gas. Soils that are particularly subject to such compression include those with high silt or clay content. Subsidence caused by ground water withdrawal presents a more serious problem since it generally affects large areas. Conversely, oil and gas withdrawal tends to affect smaller, localized areas. Some areas of the San Joaquin Valley have experienced substantial amounts of subsidence, in excess of over 20 feet in the 50 years prior to 1995; however, valley areas of Madera County have not experienced this problem. The nearest subsidence problems lie to the west of Madera County, in Fresno County. Because there is no high water table in Madera County, the risk of subsidence is considered to be very low.

#### DAM INUNDATION

There are three major dams that could flood portions of Madera County in the event of failure. Hidden Lake Dam Reservoir on the Fresno River holds 90,000 acre feet of water. Buchanan Dam Reservoir on the Chowchilla River holds 150,000 acre feet. Friant Dam, located on the San Joaquin River in Fresno County, holds 520,000 acre feet. Areas that would be inundated in the event of failure of any of these three facilities are subject to state-level statutory disclosure as Areas of Potential Flooding (see that disclosure in the preceding section of this report). Areas subject to inundation by the failure of Buchanan Dam would include the City of Chowchilla. Likewise, inundation maps indicate the City of Madera would be inundated were Hidden Lake Dam to fail. According to the San Joaquin River Area Reconnaissance Study (1986), were Friant Dam to fail, "the entire river bottom, bluff to bluff, would be inundated on a worst case basis at depths of up to 50 feet", affecting the southern portion of Madera County, west of Highway 41. Given that these facilities were constructed to withstand the effects of an earthquake, it is extremely unlikely that any of these dams would fail.

#### FIRE

Both urban and wildland fire hazards exist in Madera County. Urban fires primarily involve uncontrolled burning of residential, commercial, and industrial structures due to man-made causes. Public protection classifications are designated by the Insurance Services Office (ISO) which bases its classifications on a number of factors including fire department location, equipment, and staffing; water supply, and communication abilities. Ratings range from 1 to 10, with 1 being the best possible fire protection possible and 10 being the worst. The City of Madera maintains a rating of 4 (as of 1995, the date on which the General Plan was initially adopted). Some small areas of the County maintain a rating of 6. The Coarsegold, Oakhurst, Ahwahnee, Bass Lake, and North Fork Areas are classified with ratings of 8. The remainder of the County maintains a rating of 9. Areas can be rerated, since new development must meet County fire protection standards. Wildland fire hazards exist in varying degrees over approximately two-thirds of Madera County, to the north and east of the Madera Canal. Wildland fire affects grass, forest, and brushlands, as well as any structures on the lands. The type and amount of fuels, topography, and climate are the primary factors influencing the degree of fire risk. The greatest risk of wildland fires exists in areas with quickly ignitable, dense understory vegetation, such as greases, adjacent to slower and hotter burning fuels, such as trees. Areas of steep-sloping topography, located east of the Madera Canal, are also very hazardous since fires burn hotter and faster in these areas, response times increase, and accessibility for emergency equipment is needed.



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**CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION**

This Report reviews the officially adopted geologic hazard maps in the Safety Element that each city in California is required to include in its General Plan. The city the subject Property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, all Parties should be California is "earthquake country." Faults that may exist in this city or in neighboring regions could cause earthquake shaking or other fault related-phenomena on the Property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area. Such potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this Report.

**END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION**



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### Part 3. Additional Property Specific Disclosures

#### FORMER MILITARY ORDNANCE SITE DISCLOSURE

**DISCUSSION:** Former Military Ordnance (FUD) sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. California Civil Code Section 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. NOTE: MOST FUD sites do not contain unexploded ordnance. Only those FUD sites that the U.S. Army Corps of Engineers (USACE) has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this Report. Additional sites may be added as military installations are released under the Federal Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUD site list.

**PUBLIC RECORD:** Data contained in Inventory Project Reports, Archives Search Reports, and related materials produced for, and made publicly available in conjunction with, the Defense Environmental Restoration Program for Formerly Used Defense Sites by the U.S. Army Corps of Engineers. Sites for which no map has been made publicly available shall not be disclosed.

**REPORTING STANDARD:** If one or more facility identified in the Public Record is situated within a one (1) mile radius of the Property, "WITHIN" shall be reported. The name of that facility or facilities shall also be reported.





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**AIRPORT INFLUENCE AREA DISCLOSURE**

**DISCUSSION:**

Certain airports are not disclosed in this Report. JCP-LGS has made a good faith effort to identify the airports covered under Section 1102.6a. Sources consulted include official land use maps and/or digital data made available by a governing Airport Land Use Commission (ALUC) or other designated government body. Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. Not disclosed in this Report are public use airports that are not in the "California Airports List", airports that are physically located outside California, heliports and seaplane bases that do not have regularly scheduled commercial service, and private airports or military air facilities unless specifically identified in the "California Airports List". If the seller has actual knowledge of an airport in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the buyer.

Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. The inclusion of military and private airports varies by County, and heliports and seaplane bases are not included, therefore, airports in these categories may or may not be included in this disclosure.

**NOTE:** Proximity to an airport does not necessarily mean that the property is exposed to significant aviation noise levels. Alternatively, there may be properties exposed to aviation noise that are greater than two miles from an airport. Factors that affect the level of aviation noise include weather, aircraft type and size, frequency of aircraft operations, airport layout, flight patterns or nighttime operations. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes.

**PUBLIC RECORD:** Based on officially adopted land use maps and/or digital data made publicly available by the governing ALUC or other designated government body. If the ALUC or other designated government body has not made publicly available a current officially adopted airport influence area map, then California law states that "a written disclosure of an airport within two (2) statute miles shall be deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property."

**REPORTING STANDARD:** "IN" shall be reported along with the facility name(s) and the "Notice of Airport in Vicinity" if any portion of the Property is situated within either (a) an Airport Influence Area as designated on officially adopted maps or digital data or (b) a two (2) mile radius of a qualifying facility for which an official Airport Influence Area map or digital data has not been made publicly available by the ALUC or other designated governing body. "NOT IN" shall be reported if no portion of the Property is within either area.



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Property Address: BASS LAKE PROPERTY  
BASS LAKE, MADERA COUNTY, CA 93604  
("Property")

APN: 059-064-005  
Report Date: 03/28/2018  
Report Number: 2262867

**AIRPORT NOISE DISCLOSURE**

**DISCUSSION:** California Civil Code §1102.17 requires the seller(s) of residential real property who has/have actual knowledge that the property in the transaction is affected by airport use must give written notice of that knowledge, as soon as practicable, before transfer of title.

Under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*, certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps have been produced for some airports. Not all airports have produced noise exposure maps. A property may be near or at some distance from an airport and not be within a delineated noise exposure area, but still experience aviation noise. Unless 65dB CNEL contour maps are published, helipads and military sites are not included in this section of the Report.

The *Airport Noise Compatibility Planning Program* is voluntary and not all airports have elected to participate. Furthermore, not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after the Report Date. JCP-LGS uses the most seasonally conservative noise exposures provided.

Federal funding may be available to help airports implement noise reduction programs. Such programs vary and may include purchasing properties, rezoning, and insulating homes for sound within 65dB areas delineated on CNEL maps. Airport owners have also cooperated by imposing airport use restrictions that include curfews, modifying flight paths, and aircraft limitations.

**PUBLIC RECORD:** Certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps produced under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*.

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record. "NOT IN" shall be reported if no portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record.



JCP-LGS Commercial Property Disclosure Reports  
The Natural Hazard Disclosure Report  
For MADERA County

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APN: 059-064-005  
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**Part 4. General Advisories**

**METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY**

**DISCUSSION:** According to the "Methamphetamine Contaminated Property Cleanup Act of 2005" a property owner must disclose in writing to a prospective buyer if local health officials have issued an order prohibiting the use or occupancy of a property contaminated by meth lab activity. The owner must also give a copy of the pending order to the buyer to acknowledge receipt in writing. Failure to comply with these requirements may subject an owner to, among other things, a civil penalty up to \$5,000. Aside from disclosure requirements, this new law also sets forth procedures for local authorities to deal with meth-contaminated properties, including the filing of a lien against a property until the owner cleans up the contamination or pays for the cleanup costs.



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**MOLD ADVISORY**

**DISCUSSION:** The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the Property for mold. Be sure to inspect the Property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

As part of a buyer's physical inspection of the condition of a property, the buyer should consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. No testing or inspections of any kind have been performed by The Company. Any use of this form is acknowledgement and acceptance that The Company does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at <https://archive.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx> or by calling (510) 620-3620.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Residential Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VII of that booklet, and includes references to sources for additional information.

For local assistance, contact your county or city Department of Health, Housing, or Environmental Health.



JCP-LGS Commercial Property Disclosure Reports  
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#### RADON ADVISORY

**DISCUSSION:** For its Radon Advisory, JCP-LGS uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy (published online at <http://www2.lbl.gov/Science-Articles/Archive/radon-risk-website.html>). Based on this recent assessment, JCP-LGS radon advisory is as follows:

All of California's 58 counties have a predicted median annual-average living-area concentration of radon below 2.0 pCi/L (picocuries per liter of indoor air) -- which is well below the EPA's guideline level of 4 pCi/L and equivalent to the lowest hazard zone (Zone 3) on the 1993 EPA Map of Radon Zones.

The "median concentration" means that half of the homes in a county are expected to be below this value and half to be above it. All houses contain some radon, and a few houses will contain much more than the median concentration. The only way to accurately assess long-term exposure to radon in a specific house is through long-term testing (sampling the indoor air for a year or more). The EPA recommends that all homes be tested for radon. Columbia University's "Radon Project" website offers help to homeowners in assessing the cost vs. benefit of testing a specific house for radon or modifying it for radon reduction (see <http://www.stat.columbia.edu/~radon/>).

**NOTE:** JCP-LGS does not use the EPA's 1993 map for advisory purposes because that map shows "short-term" radon exposure averaged by county. It was based on "screening measurements" that were intentionally designed to sample the worst-case conditions for indoor air in US homes--using spot checks (sampling for just a few days), in the poorest air quality (with sealed doors and windows), at the worst time of the year (winter), in the worst part of the house (the basement, if one was available). These short-term, winter, basement measurements are both biased and variable compared to long-term radon concentrations (averaged over a year) in the living area of a house. Long-term concentrations are a more accurate way to judge the long-term health risk from radon. For the above reasons, the EPA expressly disclaims the use of its 1993 map for determining whether any house should be tested for radon, and authorizes no other use of its map for property-specific purposes. For additional information about EPA guidelines and radon testing, see "Chapter VII--Radon", in the California Department of Real Estate's *Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants*.

#### ENDANGERED SPECIES ACT ADVISORY

**DISCUSSION:** The Federal Endangered Species Act of 1973 ("ESA"), as amended, requires that plant and animal species identified and classified ("listed") by the Federal government as "threatened" or "endangered" be protected under U.S. law. Areas of habitat considered essential to the conservation of a listed species may be designated as "critical habitat" and may require special management considerations or protection. All threatened and endangered species -- even if critical habitat is not designated for them -- are equally afforded the full range of protections available under the ESA.

In California alone, over 300 species of plants and animals have been designated under the ESA as threatened or endangered, and over 80 species have critical habitats designated for them. Most California counties are host to a dozen or more protected species and, in many cases, 10 or more species have designated critical habitats within a county.

**ADVISORY:** An awareness of threatened and endangered species and/or critical habitats is not reasonably expected to be within the actual knowledge of a seller.

No federal or state law or regulation requires a seller or seller's agent to disclose threatened or endangered species or critical habitats, or to otherwise investigate their possible existence on real property. Therefore, Buyer is advised that, prior to purchasing a vacant land parcel or other real property, Buyer should consider investigating the existence of threatened or endangered species, or designated critical habitats, on or in the vicinity of the Property which could affect the use of the Property or the success of any proposed (re)development.

**FOR MORE INFORMATION:** Complete and current information about the threatened and endangered species in California that are Federally listed in each county -- including all critical habitats designated there -- is available on the website of the U.S. Fish & Wildlife Service, the Federal authority which has enforcement responsibility for the ESA.

U.S. Fish & Wildlife Service Endangered Species Database (TESS)  
[http://ecos.fws.gov/less\\_public/](http://ecos.fws.gov/less_public/)





JCP-LGS Commercial Property Disclosure Reports  
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#### ABANDONED MINES ADVISORY

**DISCUSSION:** According to the California Department of Conservation, Office of Mine Reclamation, since the Gold Rush of 1849, tens of thousands of mines have been dug in California. Many were abandoned when they became unproductive or unprofitable. The result is that California's landscape contains many thousands of abandoned mines, which can pose health, safety, or environmental hazards on and around the mine property. Mines can present serious physical safety hazards, such as open shafts or adits (mine tunnel), and they may create the potential to contaminate surface water, groundwater, or air quality. Some abandoned mines are such massive problems as to earn a spot on the Federal Superfund environmental hazard list.

No California law requires the disclosure of abandoned mines in a real estate transaction, unless the existence of an abandoned mine is within the actual knowledge of the Seller and is deemed to be a fact material to the transaction.

The Office of Mine Reclamation (OMR) and the U.S. Geological Survey maintain a database of abandoned mines -- however, it is known to be incomplete and based on maps that are often decades out of date. Many mines are not mapped because they are on private land. The OMR warns that, *"Many old and abandoned mines are not recorded in electronic databases, and when they are, the information may not be detailed enough to accurately define, differentiate or locate the mine feature, such as a potentially hazardous vertical shaft or horizontal adit or mine waste."* (See reference below.)

Accordingly, this Report does not contain an abandoned mines disclosure from any government database or map or any other source, in order to protect the seller from liability for non-disclosure of unrecorded abandoned mines.

Parties concerned about the possible existence or impact of abandoned mines in the vicinity of the Property are advised to retain a State-licensed geotechnical consultant to study the site and issue a report. Other sources of information include, but are not limited to, the State Office of Mine Reclamation at (916) 323-9198 (website: <http://www.conservation.ca.gov/OMR>), and the Engineering, Planning or Building Departments in the subject City and County.

**FOR MORE INFORMATION:** For more information visit the State Office of Mine Reclamation's website at:  
[http://www.conservation.ca.gov/omr/abandoned\\_mine Lands/Pages/index.aspx](http://www.conservation.ca.gov/omr/abandoned_mine Lands/Pages/index.aspx)

#### OIL & GAS WELL ADVISORY

California is currently ranked fourth in the nation among oil producing states. Surface oil production is concentrated mainly in the Los Angeles Basin and Kern County, and in districts elsewhere in the state. In recent decades, real estate development has rapidly encroached into areas where oil production has occurred. Because the state's oil production has been in decline since the 1980's, thousands of oil and gas wells have been shut down or abandoned, and many of those wells are in areas where residential neighborhoods now exist.

According to the California Department of Conservation ("DOC"), to date, about 230,000 oil and gas wells have been drilled in California and around 105,000 are still in use. The majority of remaining wells have been sealed ("capped") under the supervision of the DOC's Division of Oil, Gas and Geothermal Resources. A smaller number have been abandoned and have no known responsible operator -- these are called "orphan" wells. The state has a special fund that pays the cost of safely capping orphan wells, however, that program is limited in its scope and progress.

Buyer should be aware that, while the DOC database is the most comprehensive source available for California oil and gas well information, the DOC makes no warranties that the database is absolutely complete, or that reported well locations are known with absolute accuracy.

##### For More Information

For a search of the state's databases of oil and gas wells and sites of known environmental contamination on or near the Property, please obtain the JCP-LGS Residential Environmental Report. For general information, visit the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources at <http://www.consrv.ca.gov/dog>.

END OF NATURAL HAZARD DISCLOSURE REPORT SECTION  
See Terms and Conditions at end of this Report.



## JCP-LGS Commercial Property Disclosure Reports Terms and Conditions

Property Address: BASS LAKE PROPERTY  
BASS LAKE, MADERA COUNTY, CA 93604  
("Property")

APN: 059-064-005  
Report Date: 03/28/2018  
Report Number: 2262867

### TERMS and CONDITIONS

ACCEPTANCE OR USE OF THIS REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THE TERMS, CONDITIONS, AND LIMITATIONS STATED HEREIN.

The Report ("Report") is subject to each of the following Terms and Conditions. Each Recipient (defined below) of the Report agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are incorporated by this reference into the Report. This Report is not an insurance policy.

This Report is made for the real property specifically described in the Report (the "Property") and solely for the transaction for which it was originally purchased ("Transaction"). The Property shall not include any property beyond the boundaries of the real property described in the Report. The Property shall not include any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

**IMPORTANT NOTICE:** Transferor(s) and transferee(s) shall read the complete Report in its entirety before the close of escrow. A "Signature Page" or "Summary Pages" document may be included in the electronic delivery of this Report. Those documents do not replace the complete Report or remove the need to read the complete Report, and do not remove the requirement to disclose. The Signature Page and Summary Pages documents are subject to the Terms and Conditions of the complete Report.

- A. **No Third Party Reliance on This Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report. While disclosures made on the Natural Hazard Disclosure Statement in the Report may indicate certain risks to the Property, the disclosures are only "...between the transferor, the transferor's agents, and the transferee, and shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." Cal. Civil Code section 1103.2, subdivision (g).
- B. **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.
- C. **Scope of Report.** This Report is limited to determining whether the Property is in those specified natural hazard zones and property tax districts, and in proximity to those specified environmental sites (depending on the report product ordered), as defined in the Report. The Report is not a geologic report or a land survey and no site inspection has been made in producing the Report. JCP-LGS makes no determination, expresses no opinion or view, and assumes no responsibility in this Report concerning the right, entitlement, or ability to develop or improve the Property. JCP-LGS has no information concerning whether the Property can be developed or improved. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Property, including, without limitation, habitability of structures or the Property, suitability of the Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. The Recipient(s) is advised to consult the local Planning Department to determine whether factors beyond the scope of this Report may limit the transferee(s) ability to use or improve the Property.
- The Report is not a title report, and no determination is made and no opinion is expressed, or intended, by this Report as to title to the Property or liens against the Property, recorded or otherwise, or whether the Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances. The Report is not a property inspection report, and no determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters, or the marketability or value of the Property. JCP-LGS has not conducted any testing or physical or visual examination or inspection of the Property, nor is this Report a substitute for any such testing, physical or visual examination, or inspection.
- D. **Tax and Environmental Disclosures (if included in Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, or the existence of hazardous or toxic materials or substances, or any other defects, on, under, or in proximity to the Property, unless specifically described in the Report. JCP-LGS's total liability for any error or omission in its disclosures relating to taxes and/or environmental matters shall be limited to actual proven damages not to exceed the price paid for this Report.
- E. **JCP-LGS Database Updates.** Each database used in this Report is updated by the responsible agency at various intervals. Updates for a database are determined by the responsible agency and may be made at any time and without notice. JCP-LGS maintains an update schedule and makes reasonable efforts to use updated information. For these reasons, JCP-LGS reports information as of the date when the database was last updated by JCP-LGS. That date is specified as the "Database Date" for each database.
- F. **Statutory and Additional Disclosures, Advisories, and Local Addenda (if included in Report).** No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake or flood insurance for the Property. In preparing the Report, JCP-LGS accurately reported on information contained in Government Records. JCP-LGS reviewed and relied upon those Government Records specifically identified and described in the Report. JCP-LGS has not reviewed or relied upon any Government Records that are not specifically identified in the Report. JCP-LGS also has not reviewed any plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by JCP-LGS. Local Addenda, where applicable, are included "AS IS" as an accommodation to the local real estate board that provided the content. JCP-LGS assumes no responsibility for the accuracy of any information included in the Local Addenda.
- G. **FEMA Flood Determination Certificate (if accompanying the Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the requirement for or cost of flood insurance on the Property. Recipient(s) understands that a lender may require flood insurance to secure its loan collateral independent of whether FEMA may require flood insurance under the National Flood Insurance Program on a federally backed mortgage. The FEMA Flood Determination Certificate ("Flood Certificate"), which may accompany the Report, is produced by a third-party expert certified by FEMA to provide Flood Certificates. JCP-LGS assumes no liability for errors in that third-party flood determination.



## JCP-LGS Commercial Property Disclosure Reports Terms and Conditions

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- H. **Changes to Government Record after Report Date.** This Report is issued as of the Report Date identified in the Report. JCP-LGS shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to JCP-LGS acquisition of Government Records, changes may be made to said Government Records and JCP-LGS is not responsible for advising the Recipients of any changes. JCP-LGS will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, JCP-LGS is not liable for any impact on the Property that any change to the Government Records may have.
- I. **Government Record Sources.** JCP-LGS relies upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. JCP-LGS assumes no responsibility for the accuracy of the Government Records identified in the Report. JCP-LGS makes no warranty or representation of any kind, express or implied, with respect to the Report. JCP-LGS expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The JCP-LGS Report is "AS IS".
- J. **Limitation of JCP-LGS's Liability**
1. JCP-LGS is not responsible for:
    - Any inaccuracies or incompleteness of the information in the Public Records
    - Inaccurate address information provided for the Property.
    - Any other information not contained in the Public Records as of the Report Date.
    - Any information which would be disclosed by a physical inspection of the Property.
    - Any information known by one of the Parties.
    - The health or risk to humans or animals that may be associated with any of the disclosed hazards.
    - The costs of investigating or remediating any of the disclosed hazards.
  2. JCP-LGS's total liability and responsibility to all Recipients collectively for any and all liabilities, causes of action, claim or claims, including but not limited to claims for breach of contract or negligence, shall be limited to the price paid for the Report. JCP-LGS expressly disclaims any liability for Recipients indirect, incidental and/or consequential damages, including without limitation lost profits even if such damages are foreseeable. In the event of any error, omission or inaccuracy in the JCP-LGS Report for which JCP-LGS is liable, JCP-LGS shall have no duty to defend or pay any attorneys' fees, costs or expenses incurred by the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of California Civil Code Section 2778. JCP-LGS has not conducted an independent investigation of the accuracy of the information provided by the Recipient. JCP-LGS assumes no responsibility for the accuracy of information provided by the Recipient. JCP-LGS shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.
- K. **Reporting of Risk Elements for Condominium Projects, Planned Unit Developments, and Other Properties with Common or Undivided Interests.** Because California's Residential Natural Hazard Disclosure Law requires disclosure if any portion of the Property is located within a specified natural hazard area/zone, the Report must indicate that the subject Property falls within the area/zone if any portion of such a condominium project, planned unit development, or common area is located within a specified hazard area/zone.
- L. **Governing Law.** The Report shall be governed by, and construed in accordance with, the laws of the State of California.
- M. **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Report must be resolved by binding arbitration. This Report to arbitrate includes, but is not limited to, all disputes and claims between JCP-LGS, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.
- Any arbitration must take place on an individual basis. JCP-LGS, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.
- The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.
- The arbitration will take place in the same county in which the property covered by the Report is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Report.
- N. **Severability.** If any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.
- O. **Other Agreements.** This Report constitutes the entire, integrated agreement between JCP-LGS and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

### END OF REPORT

EXHIBIT E  
DISCLOSURE EXHIBIT

NONE.

EXHIBIT F  
PRELIMINARY TITLE REPORT  
(see attached)





## CHICAGO TITLE COMPANY

### PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: [www.ctc.com](http://www.ctc.com)



**CHICAGO TITLE  
COMPANY**

ISSUING OFFICE: 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
40037 HWY 41 • Oakhurst, CA 93644  
(559) 683-5675 • FAX (559) 683-4688

*Another Prompt Delivery From Chicago Title Company Title Department  
Where Local Experience And Expertise Make A Difference*

**PRELIMINARY REPORT**

Title Officer: Darrin Nichols  
Email: [darrin.nichols@titlegroup.frtg.com](mailto:darrin.nichols@titlegroup.frtg.com)  
Title No.: FVWFM-5011800226-DN

Escrow Officer: Cyd Muramoto  
Email: [cyd.muramoto@ctt.com](mailto:cyd.muramoto@ctt.com)  
Escrow No.: FVWFM-5011800226 -CM

TO: Coblenz Patch Duffy & Bass LLP  
One Montgomery Street, Suite 3000  
San Francisco, CA 94104  
Attn: Barbara Milanovich

**PROPERTY ADDRESS(ES):** APN: 059-064-005, Bass Lake, CA

**EFFECTIVE DATE:** March 16, 2018 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Pacific Gas and Electric Company, a California corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

For APN/Parcel ID(s): 059-064-005

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

STATE BOARD OF EQUALIZATION NO. 135-20-31E PARCEL 1, LYING WITHIN THE NORTH HALF OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 22 EAST MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF MADERA, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM, ANY PORTION LYING WITHIN TRACT NO. 135 OF LAKE SHORE PARK, IN THE UNINCORPORATED AREA OF THE COUNTY OF MADERA, STATE OF CALIFORNIA ACCORDING TO MAP RECORDED MAY 10, 1963 IN VOLUME 9, PAGES 135 AND 136 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Reservations contained in the Patent:

From: The United States of America  
To: Richard G. Salken  
Recording Date: September 5, 1889  
Recording No.: Book L, Page 320 of Patents of Fresno County  
(Madera was created in 1893)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, laws and decisions of the courts;

and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

Affects: The East half of the Northwest quarter; The Southwest quarter of the Northwest quarter; and The Northwest quarter of the Northeast quarter of said Section 23

2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.

3. There were no taxes levied for the fiscal year 2017-2018 as the property was vested in a public entity.

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

4. All or a part of the Land herein described does not appear to be assessed on the Tax Roll for the year(s) 2017-2018. Said Land is subject to the possible assessment and collection of property taxes for current and prior years.

5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: United States of America, its successors and assigns  
Purpose: Sanitary sewer and water pipe lines  
Recording Date: June 20, 1975  
Recording No.: 8544, Book 1235, Page 553 of Official Records  
Affects: Portions of said land  
as more particularly described therein

**EXCEPTIONS**  
(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Madera  
Purpose: Sanitary sewer pipe line  
Recording Date: July 29, 1982  
Recording No.: 13432, Book 1649, Page 623 of Official Records  
Affects: Portions of said land

8. Matters contained in that certain document:

Entitled: Agreement  
Dated: September 30, 1993  
Executed by: Doyle R. Ohlwiler and Camilla Ohlwiler, as Permittee; and  
Pacific Gas and Electric Company, a California corporation,  
as Owner of Boat Dock Area used by Permittee  
Recording Date: November 10, 1993  
Recording No.: 9330800, of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

9. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded: May 29, 2001, in Book 49, Page 87 of Maps

10. Matters contained in that certain document:

Entitled: Memorandum of Easement Agreement  
Dated: January 18, 2013  
Executed by: Pacific Gas and Electric Company, a California corporation; and  
Sierra Telephone Company, Inc., a California corporation  
Recording Date: February 7, 2013  
Recording No.: 2013004065, of Official Records  
Affects: Portions of APNs: 059-062-007 & 009;  
059-064-005, 010 & 011; and 059-151-008,  
as more particularly shown on the Exhibits A & B attached thereto

Reference is hereby made to said document for full particulars.



**EXCEPTIONS**

(continued)

## 11. Matters contained in that certain document:

Entitled: License Agreement  
 (Boat Dock Facilities-Bass Lake)  
 Dated: August 18, 2015  
 Executed by: Pacific Gas and Electric Company, a California corporation,  
 as Owner of Boat Dock Area used by Licensee  
 Licensee: Dewey Allen Stidham and Zona Ruth Stidham, Trustees of  
 The Dewey Allen Stidham and Zonal Ruth Stidham  
 Revocable Living Trust Agreement dated 03-21-08  
 Recording Date: September 11, 2015  
 Recording No.: 2015-021284, of Official Records  
 Affects: said land and other land

The temporarily use a portion of the State Board of Equalization No. 135-20-31E Parcel 1, for the maintenance and use of an existing floating boat dock with associated walkway (the "Boat Dock Facilities") at the approximate location shown on the map attached thereto as Exhibit "B" and by this reference made a part thereof (the "License Area"), which Boat Dock Facilities bear Identification Plate No. 301.

Said instrument among other things recites:

The Boat Dock Facilities were constructed by Licensee or Licensee's predecessor-in-interest at their sole expense, and the Boat Dock Facilities are owned by Licensee as personal property.

Reference is hereby made to said document for full particulars.

## 12. Matters contained in that certain document:

Entitled: License Agreement  
 (Boat Dock Facilities-Bass Lake)  
 Dated: May 18, 2017  
 Executed by: Pacific Gas and Electric Company, a California corporation,  
 as Owner of Boat Dock Area used by Licensee  
 Licensee: Nicklus Martella and Anna Martella, husband and wife  
 Recording Date: June 13, 2017  
 Recording No.: 2017015019, of Official Records  
 Affects: said land and other land

The temporarily use a portion of the State Board of Equalization No. 135-20-31E Parcel 1, for the maintenance and use of an existing floating boat dock with associated walkway (the "Boat Dock Facilities") at the approximate location shown on the map attached thereto as Exhibit "B" and by this reference made a part thereof (the "License Area"), which Boat Dock Facilities bear Identification Plate No. 301.

Said instrument among other things recites:

The Boat Dock Facilities were constructed by Licensee or Licensee's predecessor-in-interest at their sole expense, and the Boat Dock Facilities are owned by Licensee as personal property.

Reference is hereby made to said document for full particulars.

**EXCEPTIONS**

(continued)

13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

Job No.: 15-124MOS  
Dated: April 17, 2015  
Prepared by: Jones, Snyder & Associates  
Matters shown: An encroachment of portions of the house and deck  
onto property adjacent to the Southwest boundary of said land

14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Pacific Gas and Electric Company, a California corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**"IF AN ALTA POLICY IS REQUESTED THE FOLLOWING ITEMS WILL BE INCLUDED:"**

16. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
17. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
18. Water rights, claims or title to water, whether or not disclosed by the public records.
19. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**EXCEPTIONS**  
(continued)

20. Any lien or right to a lien for services, labor or material not shown by the Public Records.
21. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Pacific Gas and Electric Company, a California corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

**END OF EXCEPTIONS**

#### NOTES

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- Note 1.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
Name(s) furnished: Dewey Allen Stidham and Zona R. Stidham  
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 5.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 6.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

#### END OF NOTES



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complain Center:**  
<http://www.ic3.gov>

Wire Fraud Alert  
Original Effective Date: 5/11/2017  
Current Version Date: 5/11/2017

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FWFM-5011800226-CM - WIRE0016 (DSI Rev. 12/07/17)  
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# FIDELITY NATIONAL FINANCIAL

## PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><b><u>Types of Information Collected.</u></b> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><b><u>How Information is Collected.</u></b> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><b><u>Use of Collected Information.</u></b> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><b><u>When Information Is Disclosed.</u></b> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><b><u>Choices With Your Information.</u></b> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><b><u>Information From Children.</u></b> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><b><u>Privacy Outside the Website.</u></b> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><b><u>International Users.</u></b> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b><u>The California Online Privacy Protection Act.</u></b> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><b><u>Your Consent To This Privacy Notice.</u></b> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b><u>Access and Correction; Contact Us.</u></b> If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</p>



**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE**

**Effective: May 1, 2015; Last Updated: March 1, 2017**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

**Browsing Information.** FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

**How Information is Collected**

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

**Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

#### **When Information Is Disclosed**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

**For California Residents:** We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

#### **Information From Children**

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

#### **Privacy Outside the Website**

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

#### **The California Online Privacy Protection Act**

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number – masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

**Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information: Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to [privacy@fnf.com](mailto:privacy@fnf.com) or by mail or phone to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

Attachment One (05/06/16)

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- a. building;
- b. zoning;
- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

Attachment One (05/06/16)



**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

[Except as provided in Schedule B - Part II, [ ] (or [ ]) this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**[PART I]**

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

Attachment One (05/06/16)

**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

Attachment One (05/06/16)

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Attachment One (05/06/16)

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### FNF Underwritten Title Companies

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### Available Discounts

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

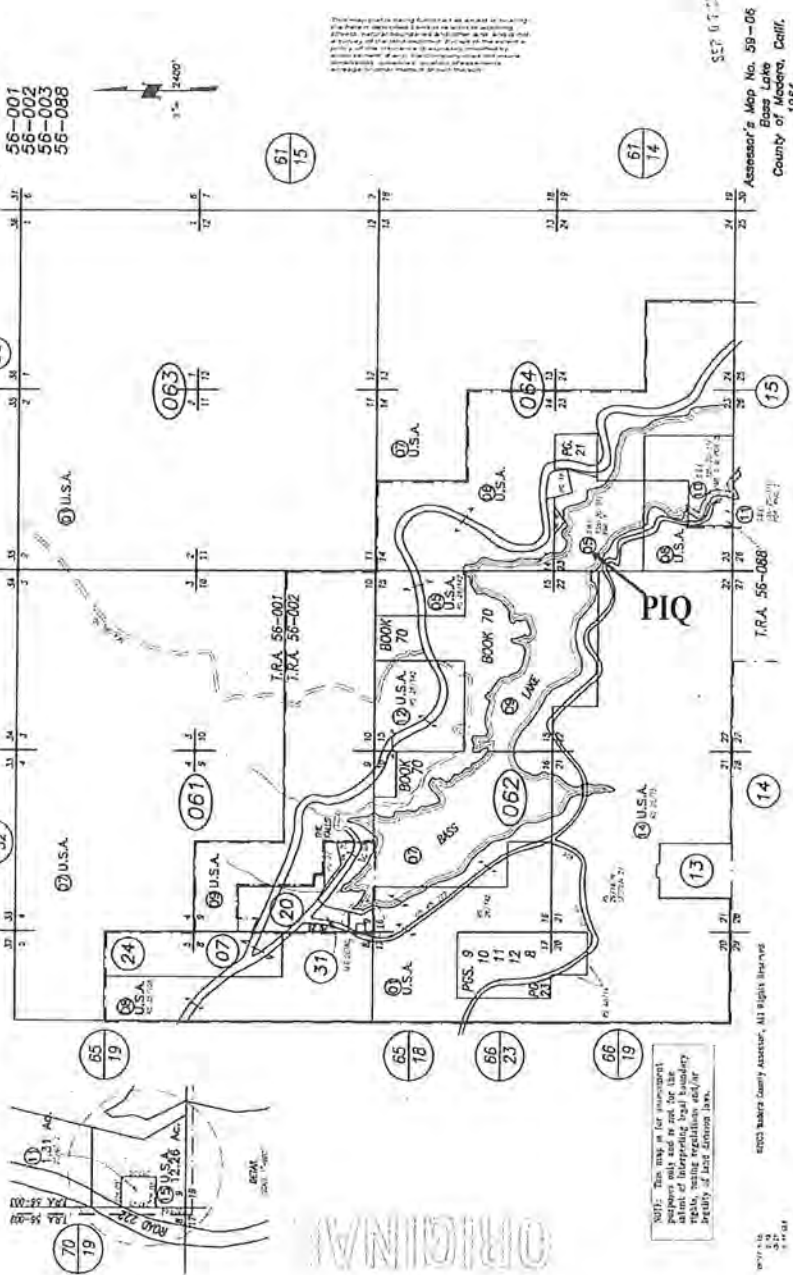
#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

SEC. 1-4, 9-16, 21-24 & POR. 5, 8, 17 & 20 T.7S. R.22E. M.D.B.&M.

59-06

56-001  
56-002  
56-003  
56-008



## **Attachment 2**

**Meeting Minutes from the Stewardship Council Meeting  
on November 19th, 2015.**



## BOARD OF DIRECTORS MEETING PUBLIC SESSION MINUTES

Sacramento, CA  
November 19, 2015  
1:30 p.m. to 3:00 p.m.

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### ATTENDANCE

#### *Association of California Water Agencies*

Director: Tim Quinn – Absent  
Alternate: Dave Bolland – Absent

#### *California Department of Fish and Wildlife*

Director: Sandra Morey – Absent  
Alternate: Nancee Murray – Present

#### *California Farm Bureau Federation*

Director: Karen Mills – Absent  
Alternate: Noelle Cremers – Present

#### *California Forestry Association*

Director: Kirsten Kolpitzke – Present  
Alternate: David Bischel – Absent

#### *California Hydropower Reform Coalition*

Director: Richard Roos-Collins – Absent  
Alternate: Pete Bell – Present

#### *California Public Utilities Commission*

Director: OPEN  
Alternate: OPEN

#### *California Public Utilities Commission – Appointed*

Director: Art Baggett Jr. – Present  
Director: David Muraki – Present

#### *California Natural Resources Agency*

Director: John Laird – Absent  
Alternate: Todd Ferrara – Present

#### *California Tribal Interests*

Director: Larry Myers – Present  
Alternate: Ken Tipon – Absent

*Central Valley Regional Water Quality Control Board*

Director: Soapy Mulholland – Present  
Alternate: Bob Schneider – Present

*Office of Ratepayer Advocates*

Director: Truman Burns – Present  
Alternate: Cherie Chan – Absent

*Pacific Gas & Electric Company*

Director: Randy Livingston – Present  
Alternate: Mike Schonherr – Present

*Rural County Representatives of California*

Director: Lee Adams – Present  
Alternate: John Viegas – Absent

*State Water Resources Control Board*

Director: DeeDee D'Adamo – Absent  
Alternate: Jeffrey Parks – Present

*Trust for Public Land*

Director: Dave Sutton – Absent  
Alternate: Jessica Daugherty – Present

*U.S. Forest Service*

Non-Voting Liaison: Jerry Bird - Present

**STEWARDSHIP COUNCIL STAFF**

Executive Director Allene Zanger  
Director of Finance Scott Broberg  
Director of Land Conservation Ric Notini  
Executive Assistant Robin Flynn  
Senior Project Manager Toby Perry  
Senior Project Manager Heidi Krolick  
Senior Project Manager Chantz Joyce  
Land Conservation Program Assistant Lauren Faccinto  
Office Administrator Pam Mayers

**OTHERS**

No members of the public were present.

**SUMMARY OF ACTIONS AND RESOLUTIONS TAKEN BY THE BOARD AT THIS MEETING**

**Consent Calendar Items:**

- The board adopted the minutes of the September 17, 2015 board of directors meeting.

- The board approved the revisions to the Investment Policy as recommended by the Fiduciary Committee.
- The board approved the 2016 board and committee meeting calendar as presented.

#### **Other Items:**

The board approved the following actions:

- The board elected the following 2016 officers and committee chairs:  
President and Board Development Committee Chair: Art Baggett  
Vice President/Watershed Planning Committee Chair: Soapy Mulholland  
Vice President/Fiduciary Committee Chair: Truman Burns  
Vice President/Youth Investment Committee Chair: David Muraki  
Treasurer: Mike Schonherr  
Secretary: Nancee Murray
- The board appointed Mike Schonherr to continue to serve on the board of directors of Youth Outside (formerly named "Foundation for Youth Investment") for another one year term beginning on January 1, 2016 and ending on December 31, 2016.
- The board approved the revised Strategic Plan: Goals and Objectives for 2016 to 2018 as presented.
- The board selected the Mendocino Land Trust to hold the conservation easement over approximately 4,225 acres in Lake County to be retained by PG&E at the Eel River planning unit.
- The board approved a finding of No Significant Public Interest Value for a 0.3 acre area at the Bass Lake planning unit.
- The board approved an augmentation in the amount of \$35,400 for a Phase II capacity building grant award to the Maidu Summit Consortium and shortened the Dispute Notice Period for this action to five business days after the meeting minutes are disseminated.
- The board approved the 2016 budget plan as presented.

#### **ATTENDANCE AND QUORUM**

Board President Art Baggett called the roll, declared a quorum, and called the meeting to order.

#### **CONFLICT OF INTEREST DISCLOSURES**

Mr. Baggett asked if any board members had a conflict of interest with regard to any of the proposed actions. Mr. Baggett said that he had a conflict of interest with regard to the agenda item regarding a "No Significant Public Interest Value" finding for a 0.3 acre area at the Bass Lake planning unit.

## **PUBLIC COMMENTS**

Mr. Baggett noted there were no members of the public present at the meeting and as such no public comments would be taken at this time.

## **CONSENT CALENDAR**

The board adopted the minutes of the September 17, 2015 board of directors meeting.

The board approved the revisions to the Investment Policy as recommended by the Fiduciary Committee.

The board approved the 2016 board and committee meeting calendar as presented.

## **BOARD DEVELOPMENT COMMITTEE**

Noting that this was Randy Livingston's last board meeting with the Stewardship Council in light of his impending retirement from PG&E, Mr. Baggett acknowledged Mr. Livingston for his leadership and participation as a board officer and member of the board of directors since the Stewardship Council's inception. Mr. Baggett then presented Mr. Livingston with a plaque and the board thanked him for his service. Mr. Livingston said that as a result of his retirement he was resigning from the Stewardship Council board of directors and that Mike Schonherr would serve as PG&E's primary representative.

### **Approval of 2016 Officers and Committee Chairs**

On behalf of Board Development Committee Chair Randy Livingston, Assistant Secretary Mike Schonherr presented the slate of officers and committee chairs recommended by the Board Development Committee. Mr. Schonherr indicated that Nancee Murray had volunteered to be nominated for the Secretary position. The board then approved the following directors to serve as 2016 officers and committee chairs:

President and Board Development Committee Chair: Art Baggett, Jr.  
Vice President/Fiduciary Committee Chair: Truman Burns  
Vice President/Watershed Planning Committee Chair: Soapy Mulholland  
Vice President/Youth Investment Committee Chair: David Muraki  
Treasurer: Mike Schonherr  
Secretary: Nancee Murray

### **Appointment to fill Stewardship Council Seat on Youth Outside (formerly Foundation for Youth Investment) Board of Directors**

Following a nomination process, the Board Development Committee recommended that the Stewardship Council board appoint Mike Schonherr to continue his service on the board of directors of Youth Outside (formerly named "Foundation for Youth Investment") in the Stewardship Council seat for a one year term commencing on January 1, 2016. After an opportunity for questions and



discussion, the board appointed Mike Schonherr to fill the Stewardship Council seat on the Youth Outside board of directors for a term ending on December 31, 2016.

### **Adoption of a Revised Strategic Plan for 2016-2018**

Mr. Schonherr provided an overview of the proposed revised Strategic Plan for 2016-2018 noting that the key changes related to the timeframe for completing the land transactions. He noted that after the Board Development Committee had recommended approval of the revised Strategic Plan that Director Muraki had suggested that another objective be added pertaining to oversight of grants.

After an opportunity for questions and discussion, the board approved the revised Strategic Plan as presented in the board meeting packet with the addition of the following objective: Ensure appropriate level of oversight and grantee accountability for grants awards made by the Stewardship Council.

### **WATERSHED PLANNING COMMITTEE**

After providing an overview of the Watershed Planning Committee's duties, Ms. Mulholland noted that the conservation easement that was developed for lands being retained by PG&E was highlighted at a workshop held during the recent Land Trust Alliance Rally. She said that Mike Schonherr, Aimee Crawford, and she were invited to join a panel to discuss partnerships between land trusts and corporations. She said the successful efforts of the Sequoia Riverlands Trust and PG&E to negotiate the conservation easement template for lands being retained by PG&E was also highlighted in a publication of the Land Trust Alliance titled "Establishing Conservation Easements on Corporate Lands: A Guide for Corporations and Land Trusts."

### **Eel River Planning Unit**

Senior Project Manager Heidi Krolick reviewed the Watershed Planning Committee's recommendation that the Mendocino Land Trust be selected to hold the conservation easement over approximately 4,225 acres of PG&E retained lands in Lake County at the Eel River planning unit. Ms. Krolick noted that the Mendocino Land Trust is the recommended holder of the conservation easement to be established over other PG&E retained lands at the Eel River planning unit as well as the conservation easement over lands recommended for donation to the Potter Valley Tribe.

After an opportunity for questions and discussion, the board approved the Watershed Planning Committee's recommendation that Mendocino Land Trust be selected as the prospective holder of the conservation easement over approximately 4,225 acres of land to be retained by PG&E in Lake County at the Eel River planning unit.

### **Bass Lake Planning Unit - A Finding of No Significant Public Interest**

After Mr. Baggett stepped out of the room due to a conflict of interest, Ms. Mulholland took over as meeting chair. Land Conservation Director Ric Notini gave an overview of the Watershed Planning Committee's recommendation that the board make a finding of "No Significant Public Interest Value" with regard to a 0.3 acre area at the Bass Lake planning unit.

Mr. Notini said that a private lot containing a residential home with deck, studio, and fence extends and encroaches onto 0.3 acre area of land owned by PG&E, and that the establishment of a conservation easement over the 0.3 acre area, and future monitoring, would be difficult due to existing encroachment. The 0.3 acre area is being proposed for transfer from PG&E to private lot owner via a lot line adjustment.

Mr. Notini said there are no recorded occurrences of significant biological or cultural resources in the subject area based on review of the California Natural Diversity Database (CNDDB) for the occurrence of potential special status biological resources, the California Historical Resources Information System (CHRIS), the Native American Heritage Commission (NAHC) inventory of Native American sacred sites, PG&E records concerning cultural resources, and a field visit by PG&E staff with expertise in archaeology and biology. He said that the proposed finding was noticed to stakeholders pursuant to the normal process the Stewardship Council uses to provide the public with an opportunity to comment on Draft Land Conservation and Conveyance Plans.

After an opportunity for board questions and discussion, the board made the following conflict of interest findings:

The Board confirmed that in good faith it agrees that the Stewardship Council will take the proposed action for its own benefit; that the proposed action is fair and reasonable to the Stewardship Council; and that, after reasonable investigation, the Stewardship Council could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

Following the conflict of interest findings, the board made a finding of No Significant Public Interest Value for a 0.3 acre area at the Bass Lake planning unit.

### **Maidu Summit Consortium – Augmentation of Phase II Capacity Grant**

After Mr. Baggett returned to the meeting, Mr. Notini gave an overview of the recommendation that the Stewardship Council approve an augmentation of a capacity grant awarded to the Maidu Summit Consortium (MSC) on September 17, 2015 from \$287,393 to \$322,793, and shorten the Dispute Notice Period for this action to five business days after the meeting minutes are distributed.

Mr. Notini said that the MSC is engaged in ongoing work related to its future ownership and management of PG&E Watershed Lands, which includes fee title transfer negotiations, conservation easement negotiations, land management plan development, outreach, strategic planning, board training and fund development. Most of the work is currently being performed or managed by the MSC Executive Director, Ken Holbrook. The augmentation of the grant would enable MSC to retain a qualified consultant to support these activities and allow for the land transactions to be completed within the desired timeframe.

After an opportunity for board questions and discussion, the board approved an augmentation in the amount of \$35,400 of the Phase II capacity building grant award to the Maidu Summit Consortium and shortened the Dispute Notice Period related to this action to 5 business days following the distribution of the meeting minutes of the board meeting.

### **LAND CONSERVATION PROGRAM UPDATE**



Mr. Notini reported that the Land Conservation and Conveyance Plan for the lands PG&E is retaining at the Lyons Reservoir planning unit is not yet ready for review and action by the Stewardship Council board and will be brought to the board for action at a later date. He then provided a brief update on the land conservation program, including the Stewardship Council's implementation of the Environmental Enhancement Program.

#### **FIDUCIARY COMMITTEE**

Fiduciary Committee Chair Truman Burns reviewed the duties of the Fiduciary Committee and provided an investment update

Treasurer Mike Schonherr provided a brief financial update.

Finance Director Scott Broberg reviewed the proposed 2016 budget plan that the Fiduciary Committee had recommended for adoption by the board. After Mr. Broberg responded to a question from Mr. Schonherr about whether the straight lining of budgeted expenditures for certain land transaction line items would affect cash flow, Mr. Schneider asked whether staff had prepared an expenditure projection through 2018. Mr. Broberg responded that the board had been presented with an estimate of projected expenditures at its last retreat and that the projections would be updated by staff early next year.

At the conclusion of the discussion, the board approved the budget plan as presented.

#### **YOUTH INVESTMENT COMMITTEE**

After Youth Investment Committee Chair David Muraki made a brief report on the committee's activities, Mike Schonherr provided an update on the activities of Youth Outside and called the board's attention to a new brochure highlighting the mission and work of Youth Outside.

#### **FINAL PUBLIC COMMENTS**

No members of the public were present.

#### **BOARD MEMBER OR EXECUTIVE DIRECTOR ANNOUNCEMENTS**

Executive Director Allene Zanger called the board's attention to the copy of the Stewardship Council's 2014 Annual Report that was included in the board meeting packet and stated that the Annual Report had been posted on the Stewardship Council's public website in September.

#### **ADJOURNMENT**

Mr. Baggett adjourned the meeting at approximately 2:40 p.m.

---

Mike Schonherr, Assistant Secretary



## **Attachment 3**

### **Grant Deed and Lot Line Adjustment**

**RECORDING REQUESTED BY**

Jones Snyder & Associates

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE  
SHOWN BELOW, MAIL TAX STATEMENT TO:

NAME Dewey Allen Stidham and Zona Ruth Stidham  
STREET ADDRESS P.O. Box 392  
CITY & STATE Kerman, Ca.  
ZIP 93630

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Grant Deed**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$ \_\_\_\_\_

☒ \_\_\_\_\_unincorporated area ☐ City of

Parcel No. Portion of 059-064-005

☐ computed on full value of interest or property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,  
PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

hereby **GRANT(S)** to DEWEY ALLEN STIDHAM and ZONA RUTH STIDHAM, Trustees of the Dewey Allen Stidham  
and Zona Ruth Stidham Revocable Living Trust Agreement Dated March 21, 2008

the following described real property in the county of Madera , state of California

**"See Exhibit "A" attached hereto and made a part hereof"**

**"See Exhibit "B" attached hereto and made a part hereof"**

Dated: January 11, 2017

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

by \_\_\_\_\_  
*Andrew K. Williams Vice President, Safety, Health and Environment*

Attested \_\_\_\_\_  
*P. G. & E. Corporate Secretary*

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, \_\_\_\_\_, 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/their/her authorized capacity(ies), and that by his/her/their signatures(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 \_\_\_\_\_

(This area for official notarial seal)

LLA 2016-12  
Por. 059-064-005  
PGE to Stidham  
January 11, 2017

## Exhibit "A"

All that portion of the Northwest ¼ of Section 23, Township 7 South, Range 22 East, M.D.B.&M., described as follows:

Commencing at the Southerly most corner of Lot 33 of Lake Shore Park Tract No. 135, recorded in Book 9 of Maps at Page 135, M.C.R.; thence along the Southwesterly boundary line thereof, N.31°10'13"W. 22.69 feet to the TRUE POINT OF BEGINNING; thence leaving said boundary N.74°30'09"W. 31.65 feet; thence N.67°41'51"W. 16.33 feet; thence N.01°18'54"E. 58.53 feet to a point on said Boundary line; thence S.31°10'13"E. 85.52 feet to the POINT OF BEGINNING.


Containing 1375 Sq. Ft. (0.032± Acres)

### END OF DESCRIPTION

=====

This real property description was prepared by me, or under my direction, in conformance with the Professional Land surveyors Act.



  
Ryan J. DeWitt

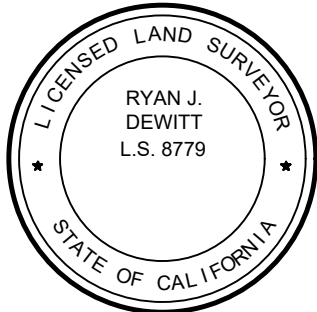
PLS 8779

  
Date

# EXHIBIT "B"

## LOT LINE ADJUSTMENT 2016-12

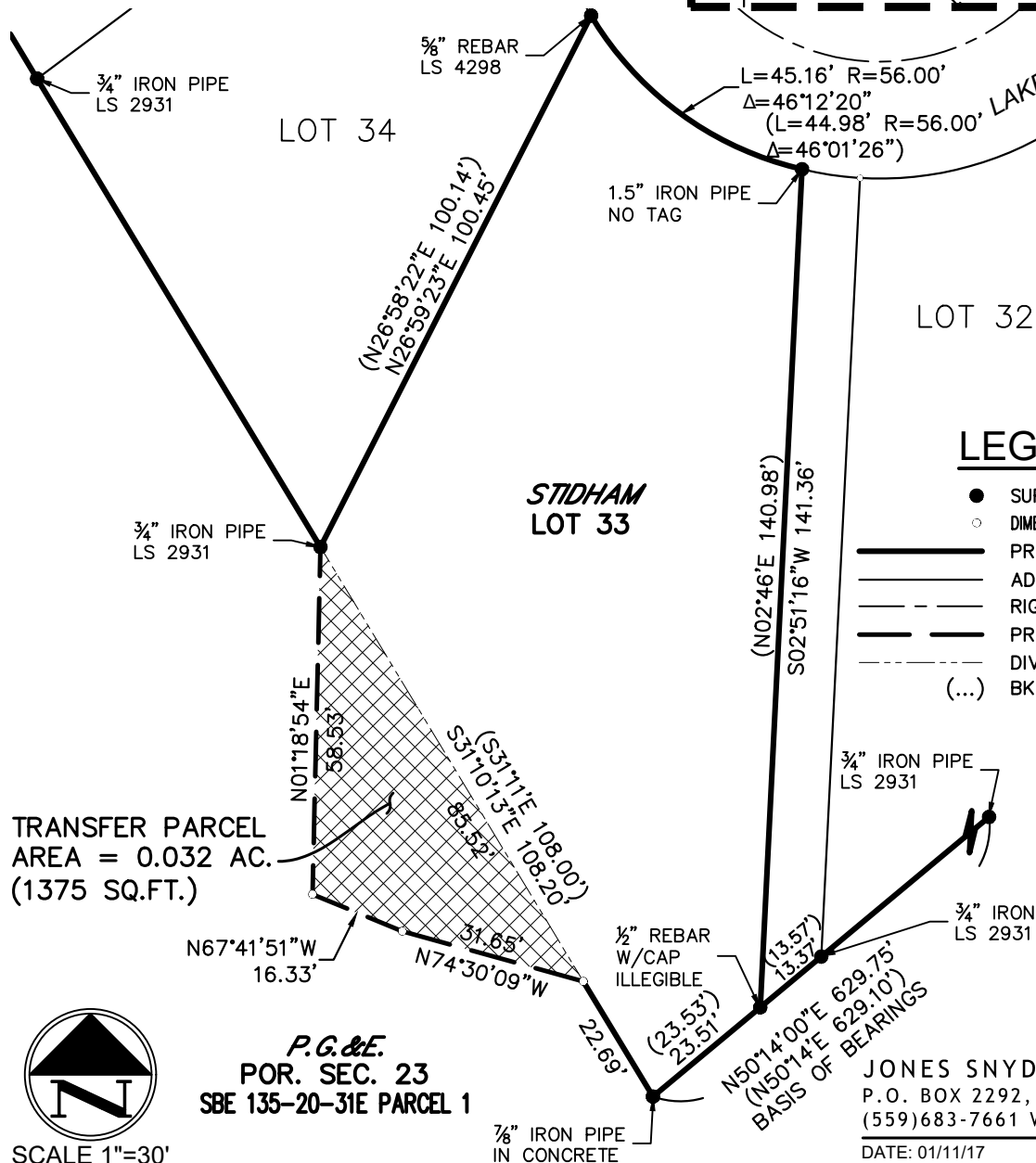
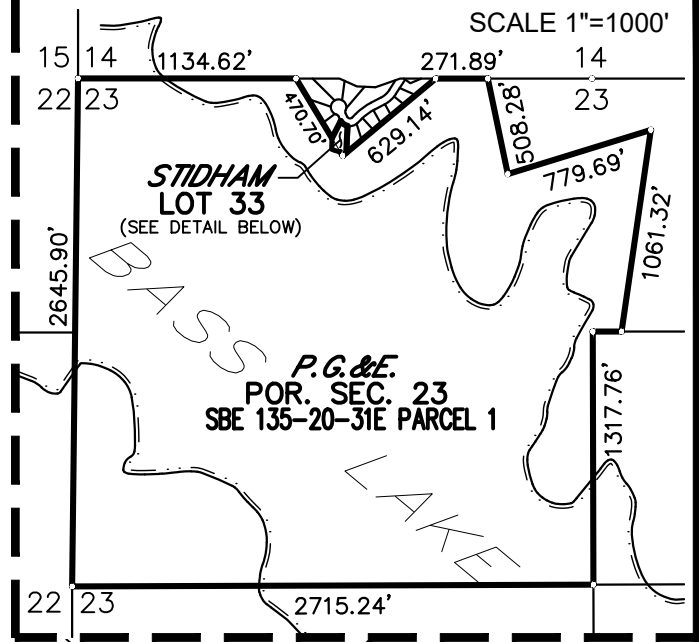
A PORTION OF SECTION 23, T.7S., R. 22E., M.D.B.&M.



*[Signature]*

RYAN J. DEWITT P.L.S. 8779

DATE: 01/11/17



### LEGEND

- SURVEY MONUMENT (AS NOTED)
- DIMENSION POINT (NOTHING FOUND OR SET)
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- - - RIGHT-OF-WAY CENTERLINE
- - - PROPOSED DIVISION LINE
- - - DIVISION LINE TO BE REMOVED
- (...) BK. 9, PG. 135, M.C.R.



SCALE 1"=30'

P.G.&E.  
POR. SEC. 23  
SBE 135-20-31E PARCEL 1

JONES SNYDER & ASSOCIATES  
P.O. BOX 2292, OAKHURST, CA 93644  
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 01/11/17

BY: RJD

FILE: J:\ICAD\2015Z\15-124\LOT LINE ADJUSTMENT\15-124LEGAL\_EXB.dwg



## **Attachment 4**

**Table Showing Gain/Loss on Sale**

**Attachment D Table Showing Sales Price, Expenses, and Tax Effects**  
**Facility Sale - Narrows Hydroelectric Project**  
(Dollars)

**Pacific Gas and Electric**  
**Bass Lake (Madera County) Sale**  
(DOLLARS)

**1 SALES PROCEEDS**

Sales Price	<b>C</b>	38,000.00
Less: Transaction Costs <sup>Note1</sup>	<b>D</b>	(24,640.13)
Net Sale Proceeds		<u>13,359.87</u>

**2 ALLOCATION OF SALES PROCEEDS BASED ON THE HISTORICAL COST OF PROPERTY**

	Historical Cost	Proportional %
Non-Depreciable Property (Land)	<b>B</b> 0.09	100.00%
Depreciable Property	-	0.00%
CWIP	-	0.00%
	<u>0.09</u>	<u>100.00%</u>

**3 GROSS GAIN/(LOSS) ON SALE**

	Historical Cost	Net Book Value	Sales Proceeds	Pre-Tax Gain/(Loss)		Book NBV
Non-Depreciable Property (Land)	0.09	<b>B</b> 0.09	13,359.87	13,359.78	RP/SH	
Depreciable Property	-	-	-	-	RP	-
CWIP	-	-	-	-	RP	
	<u>0.09</u>	<u>0.09</u>	<u>13,359.87</u>	<u>13,359.78</u>		<u>-</u>
						Depreciable Net Book Value

**4 TAX GAIN/(LOSS) ON SALE**

	Historical Cost	Net Tax Value	Sales Proceeds	Pre-Tax Gain/(Loss)		Depreciable Net Tax Value
Non-Depreciable Property (Land)	0.09	<b>B</b> 0.09	13,359.87	13,359.78	RP/SH	
Depreciable Property	-	-	-	-	RP	-
CWIP	-	-	-	-	RP	
	<u>0.09</u>	<u>0.09</u>	<u>13,359.87</u>	<u>13,359.78</u>		<u>-</u>
						Depreciable Net Tax Value
						Depr Net Book Value less Depr Net Tax Value
						Deferred Tax Liability / (Asset)

**5 GAIN/(LOSS) ALLOCATION**

	Operating System	Other Depreciable Assets	Land (Pre-Tax Allocation)	Sharing Allocation	Taxes 27.984%	After Tax Gain / (Loss)
Ratepayers	0%	100%	59%	7,933.71	-	7,933.71
Shareholder	100%	0%	41%	5,426.08	(1,518.43)	3,907.64
Total Gain/(Loss) Allocation	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>13,359.78</u>	<u>(1,518.43)</u>	<u>11,841.35</u>

\* No tax impact as the ratepayer contribution / distribution will net the tax impact to zero.

**Attachment D Table Showing Sales Price, Expenses, and Tax Effects**  
**Facility Sale - Narrows Hydroelectric Project**  
(Dollars)

**6 TAXES ON PROPERTY**

	Net	Sales	Before Tax		
	Tax Value	Proceeds	Gain/ (Loss)		
Non-Depreciable Property (Land)	0.09	13,359.87	13,359.78		
Depreciable Property	-	-	-		
CWIP	-	-	-		
Totals	0.09	13,359.87	13,359.78		
			<b>Land</b>		<b>Depreciable Property and CWIP</b>
Taxable Gain / (Loss)			13,359.78 a	-	a
Ratepayer Contribution / (Distribution)			(7,933.70) b	-	b
Net Taxable Gain / (Loss)			5,426.08 c=a-b	-	c=a-b
Tax Rate			27.984% d	27.984% d	
Net Federal and State Income Tax			1,518.43 e=c*d	-	e=c*d
After Tax Gain / (Loss)			11,841.35 f=a-e	-	f=a-e
After-Tax Ratepayers Allocation		67%	7,933.70 g=f*67%	100%	- g=f*100%
After-Tax Shareholder Allocation		33%	3,907.64 h=f*33%	0%	- h=f*0%
Taxing Jurisdiction Allocation (Shareholder)			1,518.43 i=e	-	i=e
Total Gain / (Loss) Allocation			13,359.78 j=g+h+i	-	j=g+h+i

**7 RATE BASE CHANGES**

Beginning NBV of Assets Sold	0.09
Deferred Taxes for Assets Sold	-
Beginning Rate Base	0.09
Reduction to Gross Plant	(0.09)
Reduction to Depreciation Reserve (depreciation reserve is reduced by the historical cost of depreciable property)	0.09
Deferred Taxes reversed upon Sale	-
Property Sale Proceeds credited to Depreciation Reserve	(13,359.87)
Total Rate Base Change due to Asset Sale	(13,359.87)

**8 REGULATORY ASSET / (LIABILITY) CALCULATION**

Ending Rate Base after Asset Sale	(13,359.78)
CWIP Reduction (less assigned sales proceeds)	-
Tax Impact on Asset Sale	1,518.43
After Gain / (Loss) allocated to Shareholders	3,907.64
Regulatory Asset / (Liability) to Collect / (Refund) in Rates	(7,933.70)

## **Attachment 5**

**List of Native American Tribes provided by NAHC**

## NATIVE AMERICAN HERITAGE COMMISSION

May 11, 2020

Jennifer Darcangelo

PG&amp;E

Via Email to: J5D8@pge.com

**Re: PG&E Lot Line Adjustment at 55266 Lake View Drive, Bass Lake, CA, Madera County**

Dear Ms. Darcangelo:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: [Nancy.Gonzalez-Lopez@nahc.ca.gov](mailto:Nancy.Gonzalez-Lopez@nahc.ca.gov).

Sincerely,



Nancy Gonzalez-Lopez  
Cultural Resources Analyst

Attachment



CHAIRPERSON  
**Laura Miranda**  
*Luiseño*

VICE CHAIRPERSON  
**Reginald Pagaling**  
*Chumash*

SECRETARY  
**Merri Lopez-Keifer**  
*Luiseño*

PARLIAMENTARIAN  
**Russell Attebery**  
*Karuk*

COMMISSIONER  
**Marshall McKay**  
*Wintun*

COMMISSIONER  
**William Mungary**  
*Paiute/White Mountain Apache*

COMMISSIONER  
**Julie Tumamait-Stenslie**  
*Chumash*

COMMISSIONER  
**[Vacant]**

COMMISSIONER  
**[Vacant]**

EXECUTIVE SECRETARY  
**Christina Snider**  
*Pomo*

**NAHC HEADQUARTERS**  
1550 Harbor Boulevard  
Suite 100  
West Sacramento,  
California 95691  
(916) 373-3710  
[nahc@nahc.ca.gov](mailto:nahc@nahc.ca.gov)  
[NAHC.ca.gov](http://NAHC.ca.gov)

**Native American Heritage Commission  
Native American Contact List  
Madera County  
5/11/2020**

***Dumna Wo-Wah Tribal  
Government***

Robert Ledger, Chairperson 2191 West Pico Ave. Fresno, CA, 93705 Phone: (559) 540 - 6346 ledgerrobert@ymail.com	Foothill Yokut Mono
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***North Fork Mono Tribe***

Ron Goode, Chairperson 13396 Tollhouse Road Clovis, CA, 93619 Phone: (559) 299 - 3729 rwgoode911@hotmail.com	Mono
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***North Fork Rancheria of Mono  
Indians***

Elaine Fink, Chairperson P.O. Box 929 North Fork, CA, 93643 Phone: (559) 877 - 2461 Fax: (559) 877-2467 efink@nfr-nsn.gov	Mono
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***North Valley Yokuts Tribe***

Katherine Perez, Chairperson P.O. Box 717 Linden, CA, 95236 Phone: (209) 887 - 3415 canutes@verizon.net	Costanoan Northern Valley Yokut
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***Southern Sierra Miwuk Nation***

William Leonard, Chairperson P.O. Box 186 Mariposa, CA, 95338 Phone: (209) 628 - 8603	Miwok Northern Valley Yokut Paiute
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***Wuksache Indian Tribe/Eshom  
Valley Band***

Kenneth Woodrow, Chairperson 1179 Rock Haven Ct. Salinas, CA, 93906 Phone: (831) 443 - 9702 kwood8934@aol.com	Foothill Yokut Mono
---	------------------------

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed PG&E Lot Line Adjustment at 55266 Lake View Drive, Bass Lake, CA, Madera County.



**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	