

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6137E
As of May 21, 2021

Subject: Fee Title Sale and Easement Deeds Affecting Multiple Parcels of PG&E Land in Yuba County Request for Approval Under Public Utilities Code Section 851, Pursuant to General Order 173

Division Assigned: Energy

Date Filed: 03-29-2021

Date to Calendar: 04-02-2021

Authorizing Documents: None

| | |
|------------------------|-------------------|
| Disposition: | Accepted |
| Effective Date: | 05-20-2021 |

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

415-973-8794

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



March 29, 2021

Advice 6137-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Fee Title Sale and Easement Deeds Affecting Multiple Parcels of PG&E Land in Yuba County – Request for Approval Under Public Utilities Code Section 851, Pursuant to General Order 173

Purpose

Pacific Gas and Electric Company (PG&E or Company) requests approval from the California Public Utilities Commission (Commission or CPUC) under Public Utilities Code Section 851 (Section 851) and General Order 173 for the authority for PG&E to sell and convey certain real property (Property) to Yuba County Water Agency (YCWA) located in the County of Yuba, California. The transfer is set forth in the Purchase and Sale Agreement (PSA, included herein as Attachment 1) between PG&E and YCWA. Included in this transaction is the transfer of three easements to YCWA and fee transfers of a portion of two separate parcels, as described in the Background section below.

PG&E has reviewed the proposed transactions and determined that the transfer of these land rights will not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers. In addition, this transfer of the Property will not be adverse to the public interest.

Background

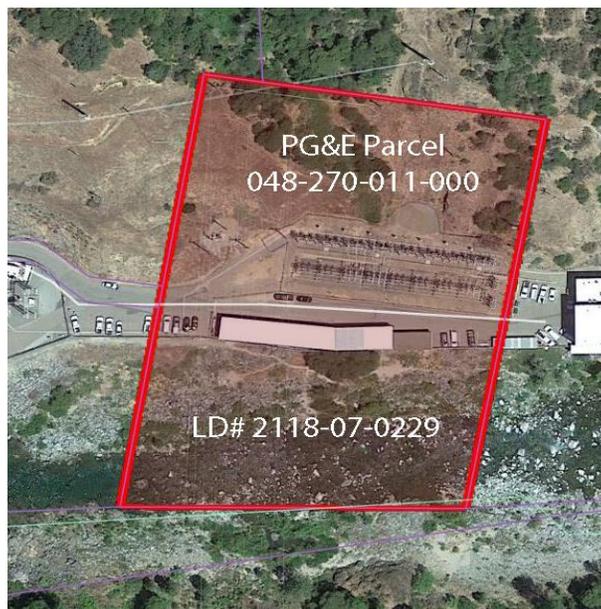
PG&E owns land, buildings, and other facilities in connection with the provision of electric and natural gas services to its customers throughout northern and central California. In the provision of these services, PG&E owns a portfolio of fee properties, rights-of-way, and facilities to support its electric and gas activities. The subject property to this transaction is described below.

Existing Property Rights

PG&E currently owns the Dobbins Substation Property depicted in the aerial below, which is known as Assessor's Parcel Number (APN) 048-200-010-000 in Yuba County (Dobbins Substation Property). PG&E has owned the Dobbins Substation Property since 1921 for the operation and maintenance of the Dobbins Substation and associated facilities. The Dobbins Substation Property is 8.93 acres.



PG&E also currently owns the Colgate Powerhouse and Switchyard property depicted in the aerial below, APN 048-270-011-000, Yuba County (Colgate Powerhouse Property). PG&E has owned the Colgate Powerhouse Property since 1900 for the operations and maintenance of the Colgate Powerhouse and associated facilities. The Colgate Powerhouse Property is 3.85 acres.



Power Purchase Contract

PG&E and YCWA entered into a 50-year Power Purchase Contract (“PPC”) in 1966 (included herein as Attachment 2). The PPC, which expired on April 30, 2016, states that PG&E would partner with YCWA in the construction, maintenance and operation of the Colgate Powerhouse with YCWA being the legal owner of the facilities.¹ PG&E would receive all the power produced by the Colgate Powerhouse for the 50-year term of the contract.² At the end of the contract, PG&E would transition all responsibility for operations and maintenance of the Colgate Powerhouse to YCWA. The PPC also noted that PG&E would build the transmission system needed to get the power from the Colgate Powerhouse to the market.³ PG&E owns and maintains the electric transmission assets associated with the Colgate Powerhouse. The PG&E-owned 230/60 kilovolt (kV) Colgate Substation and the PG&E-owned Colgate 60kV Switchyard are all built within the Colgate Powerhouse Property. Because PG&E was an integral partner in the operation of the YCWA’s Colgate Powerhouse over the 50-year term of the PPC, a practice had developed in which the parties located their respective facilities in close proximity to each other. The close working relationship between the parties under the PPC resulted in the intermingling of PG&E-owned assets with YCWA-owned assets. However, when the PPC expired in 2016, the parties recognized that there was a need to address this intermingling of assets that had occurred over the 50-year term of the PPC.

On May 1, 2016, PG&E and YCWA entered into the “YCWA-PG&E Power Purchase Contract Close-Out Agreement” (Close-Out Agreement) (included herein as Attachment 3). As part of the Close Out Agreement, the parties contemplated exchanging easements which would allow both parties to continue use and operation of their respective facilities in the future (See Page 3, Section 6). On April 26, 2016, PG&E and YCWA entered into the “Colgate/Narrows 2/Oregon Peak Shared Facility and Site Operations Agreement” (included herein as Attachment 4) to clarify asset ownership and responsibility (See Page 2, Sections 1.5-1.7). This agreement was later superseded on July 7, 2020, by the “Amended and Restated Colgate/Narrows/Oregon Peak Shared Facility and Site Operations Agreement” (included herein as Attachment 5) to reflect the changes that had been implemented since the original agreement was signed in 2016 (including PG&E’s sale of the Narrows #1 Powerhouse to YCWA) (See Page 2, Sections 1.5-1.7). As part of these agreements, both parties agreed to proceed with a lot line adjustment and exchange of easements, subject to Commission approval, at the Colgate Powerhouse site. If approved, the lot line adjustment will be completed through Yuba County Planning Department.

Colgate Powerhouse Property

¹ PPC, Page 1, Section 2.

² PPC, Page 2, Section 7.

³ PPC, Page 1, Section 5.

To fulfill the lot line adjustment described above, PG&E proposes in this Advice Letter to transfer approximately two acres of the Colgate Powerhouse Property. The area proposed to be transferred is outside of the switchyard and provides access to YCWA's Administration Building.

As part of this transfer in fee of a portion of the Colgate Powerhouse Property, PG&E will retain easements for its electric transmission facilities, underground electric facilities, storm drainage facilities over the land proposed to be conveyed to YCWA. PG&E will also retain an easement within YCWA's Administration Building for PG&E's use as a Control Room for the adjacent 60kV switchyard. A map of the proposed fee transfer is included as Attachment 6.

Additionally, PG&E proposes to grant YCWA easements on the Colgate Powerhouse Property for YCWA's overhead communication facilities, overhead and underground electric facilities, underground communication and electric facilities, sanitary sewer facilities installed within PG&E's property pursuant to the PPC. A map of the proposed easement area, comprising 6,034.0 square feet, is included as Attachment 6.

Dobbins Substation Property

In 2013, YCWA requested that PG&E sell a portion of its property at the PG&E Dobbins Substation to YCWA that YWCA intended to use as to site the construction of a new warehouse and laydown area, which would support YWCA's operations at the Colgate Powerhouse. Besides the general warehouse function, this location will store safety devices and serve as a shelter location for YCWA employees in case of flooding of the Powerhouse, which is located just feet above the normal river level. In 2014, PG&E determined that 1.7 acres of the Dobbins Substation Property would be sufficient to meet the needs of PG&E's operations, and approximately 7.23 acres could be made available for sale to YCWA.

In this Advice Letter, PG&E proposes to transfer in fee the approximately 7.23 acres of its Dobbins Substation Property to YCWA. As part of this transaction, PG&E would reserve 45,758.8 square feet in easements for PG&E's overhead electric facilities and for use of an access road. PG&E also proposes to grant to YCWA an access easement of 5,377.6 square feet across the portion of Dobbins Substation Property that is to be retained by PG&E. A map of the proposed transfer, easement reservation for PG&E, and easement transfer to YCWA is included as Attachment 7.

Consideration

Under the terms of PSA, YCWA will purchase the PG&E-owned Property for \$66,500. As part of this transaction, PG&E will also be acquiring portions of YCWA-owned property adjacent to the Colgate Powerhouse Property and the Dobbins Substation Property both in fee and easement to support operations of PG&E facilities. The

easements being transferred to PG&E include permanent use of a YCWA-owned control room. PG&E is purchasing these land rights on the YCWA-owned property for \$60,000. Therefore, there is a net sale proceed of \$6,500 (see Section 1.2 of the PSA). YCWA's purchase price for the PG&E-owned Property of \$66,500 is based on an internal valuation conducted by PG&E's Land Acquisition Department. YCWA agreed to the sale price as proposed by PG&E based on the valuation. The valuation is described in greater detail in Section (g) below.

Tribal Land Transfer Policy

On December 5, 2019, the Commission adopted a 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" (Policy). While the Policy notes that guidelines for its implementation are not yet in place, it directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property. On January 14, 2021, the Commission adopted Resolution E-5076 which established Guidelines to Implement the Tribal Land Policy (Guidelines).

PG&E's engagement with YCWA on the proposed transfer of the Property under the 2016 YCWA-PG&E Power Purchase Contract Close-Out Agreement and Colgate/Narrows 2/Oregon Peak Shared Facility and Site Operations Agreement predate the adoption of the Policy. Negotiations to include the sale of the Dobbins Substation in the transaction began in June of 2018. Consistent with Conclusion of Law 4 in Commission Decision (D.) 20-11-024,⁴ PG&E was not required to contact the Tribe(s) whose ancestral territory surrounds the Property to solicit offers to purchase the Property, as the Policy had not yet been adopted at the time the parties agreed upon the transfers.

⁴ D.20-011-024 approved PG&E's sale of the Chili Bar Hydroelectric Project to the Sacramento Municipal Utility District (Application 20-03-015). In its Application, PG&E states that "PG&E and SMUD initiated discussions regarding the purchase and sale of the Chili Bar project in August 2017, and a Term Sheet was executed on December 1, 2017; therefore PG&E did not contact the Tribe(s) whose ancestral territory surrounds the Project for the specific purpose to solicit offers to purchase the property as the Policy had not yet been adopted." (*Id.* at 9-10.) D.20-11-024 confirmed that, "PG&E was not required to contact the Tribe(s) whose ancestral territory surrounds the Project for the specific purpose to solicit offers to purchase the property as the Commission's Tribal Land Transfer Policy had not yet been adopted." PG&E notes that unlike the subject transaction in D.20-011-024, a term sheet for the sale of the Dobbins Substation Property had not been executed when the Policy was adopted. However, PG&E and YCWA had engaged in substantial negotiations on the conveyance of Dobbins Substation Property since 2018 and withdrawal from those negotiations to allow other parties to make an offer on the Dobbins Substation Property would not have been consistent with the mutual objective to make good faith efforts to accommodate YCWA's operational needs.

Furthermore, PG&E believes that the proposed transfer of the Colgate Powerhouse Property is reasonably necessary to meet its operational requirements in addressing the intermingling of facilities that has occurred over the 50-year term of the PPC, and to establish independent land rights for both the PG&E-owned and YCWA-owned facilities. The Guidelines recognize the presumption that a tribe is the preferred transferee for the disposition of IOU real property by a finding, supported by evidence, that the transfer to another entity is necessary to meet the IOU's operational requirements (Section 3.3(c) of the Guidelines). The proposed transfer the Colgate Powerhouse Property consummates the transaction contemplated in the 2016 YCWA-PG&E Power Purchase Contract Close-Out Agreement and ensures the safe, efficient, and reliable operations of both PG&E and YCWA. These circumstances support the transfer of the property to YCWA as necessary and appropriate to meet PG&E's operational requirements at the Colgate Powerhouse.

Because PG&E understands the intent of the Policy to be the return the Tribal sacred places and cultural resources to the appropriate Tribes, PG&E is serving this advice letter on the three relevant tribes⁵ to notify them of the proposed disposal.

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 | Yuba County Water Agency |
| Molly Zimney | Nicholas "Willie" Whittlesey, Jr. |
| Law Department | General Manager |
| P.O. Box 7442 | 1220 F Street |
| San Francisco, CA 94120 | Marysville, CA 95901 |
| Telephone: (415) 973-6840 | Telephone: (530) 701-6018 |
| Facsimile: (415) 973-5520 | Facsimile: (530) 741-6541 |
| Email: Molly.Zimney@pge.com | Email: wwittlesey@yubawater.org |

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

The Property consists of two parcels of land in unincorporated Yuba County.

The Dobbins Substation Property is used for the Dobbins Electric Transmission Substation as shown on SBE map 135-58-010C-3 (included herein as Attachment 9). This property is owned by PG&E in fee simple title. The 8.93-acre

⁵ These Tribes were identified by the Native American Heritage Commission (NAHC) as potentially having knowledge of cultural resources in the project area. See attachment 8. ⁶ The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

parcel is presently being used for an electric substation. Outside the fenced substation, the rural land consists of mixed forest, access roads and some structural ruins. No improvements are located within the proposed sale area. YCWA desires to purchase and acquire a 7.23-acre portion of the 8.93-acre site that is no longer necessary or useful to PG&E in the performance by it of its duties to the public. PG&E will retain 1.70 acres for electric Substation operations. Site address is Lake Francis Extension Road, in Dobbins.

The Colgate Powerhouse Property is used for the Colgate Powerhouse and Switchyard as shown on SBE map 135-58-010E-1&2 (included herein as Attachment 10). This property is owned by PG&E in fee simple title. The parcel is characterized by heavily sloped topography which leads down to the Yuba River at the parcel's southern terminus. Roughly half of the parcel is in the river channel or the riverbank. The 3.85-acre parcel is presently being used for a 60kV electric switchyard. PG&E uses the portion of the 3.85-acre Site located south of the 60kV switchyard for various uses, including three separate electric transmission pole line facilities (Colgate-Smartville #1 & #2 and Colgate-Palermo 60kV), infrequent vehicular and pedestrian access and parking and as a staging area for construction and maintenance projects. YCWA desires to purchase that 2.08-acre portion of the 3.86-Acre Site that is no longer necessary or useful to PG&E in the performance by it of its duties to the public. PG&E will retain 1.83 acres for utility operations. The Colgate Powerhouse Property is located on Lake Francis Extension Road in Dobbins.

(c) Intended Use of the Property:

YCWA proposes to use the Property to support the Yuba River Development Project, which is authorized to YCWA under Federal Energy Regulatory Commission (FERC) Project No. 2246. The project already includes the Colgate Powerhouse and related structures and facilities located in the Colgate Powerhouse Property. YCWA has indicated that it wishes to use portions of the Dobbins property for a new warehouse and laydown area, although it has no current plans for those or any other new facilities.

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

The financial terms of the proposed transaction are described in detail in Section 1.2 of the PSA, Pages 3 to 4. Under the terms of the PSA, YCWA will pay PG&E \$6,500 as the net sale price for the transaction. The purchase price is based on an internal valuation of the land rights performed by PG&E, which use the comparable sales approach to establish the fair market value of the property as described in Section (g) below. YCWA agreed to the sale price as proposed by PG&E based on the valuation.

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

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 Gain on Sale Rulemaking, in D. 06-05-041 as modified in D.06-12-043. Under the PSA, PG&E will realize estimated net proceeds of \$6,500. The estimated net proceeds are calculated by netting the \$66,500 sales price against the \$60,000 of fee interests and easements being acquired by PG&E. PG&E will credit an estimated \$3,860 to the Ratepayer after-tax Gain on Sale of Electric Utility Plant Account. The remaining estimated \$1,901 from the after-tax gain on sale will be credited to the Gain of Disposition Property Account. The final gain-on-sale will be adjusted and updated to reflect the financials on the proposed sale closes.

(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 disposition of a portion of the PG&E property will neither impact ratebase nor affect PG&E's ability to provide reliable service to its customers and the public.

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

The original cost is unknown. The net book value as of November 30, 2020 is \$0. The present fair market value of the Property is \$66,500 (see Section (i) below for FMV determination). A table showing estimated land sales price, expenses, and tax effects is attached as Attachment 11.

PG&E's Land Acquisition Department performed a valuation of the Property using comparable sales transactions. YCWA accepted PG&E's initial offer based on these valuations. YCWA was given the opportunity to perform their own valuation, which they declined.

PG&E's Land Acquisition Department used a comparable sales approach to determine a fair market value for the Dobbins Substation Property as \$6,000 per acre. Therefore, the value of the approximately 7.23 acres of the property being transferred in fee to YCWA is valued at approximately \$41,000.

PG&E's Land Acquisition Department used a comparable sales approach to determine a fair market value for the Colgate Powerhouse Property of approximately \$15,000 per acre. Reducing the value of the Colgate Powerhouse Property by the value of the easements being retained, the value of the

approximately two acres of the property being transferred in fee and the easements to YCWA is valued at approximately \$25,500.

(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:

Please see Section (g) above for the market value determination for the subject easements.

(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:

There are no recent past or anticipated future transactions anticipated by PG&E that are related to the present transactions.

(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:

PG&E is not aware of any additional relevant information other than what is included with this advice letter.

(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 transactions are not a "project" under CEQA because they will result only in a change in ownership with no direct or indirect physical change in the property. Therefore, the proposed transactions will not require environmental review. (See *Friends of the Sierra Railroad v. Tuolumne Park and Recreation District* (2007) 147 Cal. App. 4th 643, 664 (transfer of property without identifiable future physical changes not a "project").)

While YCWA has indicated that it has future plans to build a warehouse and laydown area on the Dobbins property, those plans are not yet definite and do not convert these transactions into a project cognizable under CEQA. No particular improvements are proposed or can be described sufficiently to permit meaningful environmental review. (See, e.g., *McCloud Citizens v. McCloud Community Services District* (2007) 147 Cal.App.4th 181, 197 (approval of conceptual agreement anticipating future CEQA review of specific project not itself a project under CEQA because "description of the physical location and specifications of the proposed project lack any certainty or definition" and, thus, CEQA review would be "wholly speculative and essentially meaningless"). Accordingly, this advice letter process is not subject to review under CEQA.

- a. A copy of all CEQA documents prepared by or for the Lead Agency regarding the project and the Lead Agency's resolution or other document approving the CEQA documents.

Not applicable.

- b. A list of section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA documents that relate to the approval sought from the Commission.

Not applicable.

- c. An explanation of any aspect of the project or its environmental setting which has changed since the issuance of the prior CEQA document.

Not applicable.

- d. A statement of whether the project will require approval by additional public agencies other than the Commission and the Lead Agency, and, if so, the name and address of each agency and the type of approval required.

No, this advice letter will not require approval by additional public agencies.

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 April 19, 2021, which is 21 days⁶ after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

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

The protest 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:

⁶ The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

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 April 29, 2021, 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 – PSA Agreement
Attachment 2 – Power Purchase Contract expired April 30, 2016
Attachment 3 – PPC Close Out Agreement April 22, 2016
Attachment 4 – Shared Facility Agreement April 26, 2016

Attachment 5 – Amended Shared Facilities Agreement July 7, 2020

Attachment 6 – Colgate Switchyard Exhibit

Attachment 7 – Dobbins Substation Exhibit

Attachment 8 – NAHC Letter

Attachment 9 – SBE 135-58-010C

Attachment 10 – SBE 135-58-010E

Attachment 11 – Asset Accounting Gain/Loss on Sale Summary

***** SERVICE LIST for Advice 6137-E *****
APPENDIX A

Jonathan Reiger
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 505 Van Ness Avenue
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*****AGENCIES*****

Yuba County Clerk Recorder
 915 8th Street, Suite 107
 Marysville, CA 95901
 Recorder Phone: (530) 749-7850
 Clerk Phone: (530) 749-7851
 Facsimile: (530) 749-7854

*****3rd Parties*****

Richard P. Shanahan
 Bartkiewicz, Kronick & Shanahan
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 Telephone: (916) 446-4254
 Telephone: (916) 325-0659 (direct)
 Email: rps@bkslawfirm.com

Tsi Akim Maidu
 Grayson Coney, Cultural Director
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United Auburn Indian Community of the Auburn Rancheria
 Gene Whitehouse, Chairperson
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Colfax-Todds Valley Consolidated Tribe
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Colfax-Todds Valley Consolidated Tribe
 Clyde Prout, Chairperson
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ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6137-E

Tier Designation: 2

Subject of AL: Fee Title Sale and Easement Deeds Affecting Multiple Parcels of PG&E Land in Yuba 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: 4/28/21

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

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

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

Attachment 1

PSA Agreement

PURCHASE AND SALE AGREEMENT

Between

Pacific Gas and Electric Company

and

Yuba County Water Agency

November 3, 2020

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**PURCHASE AND SALE AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY AND
YUBA COUNTY WATER AGENCY**

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**"), dated for reference purposes only as of November 3, 2020, is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("**PG&E**"), and **Yuba County Water Agency**, a local government agency ("**Agency**"). This Agreement will become effective on the date ("**Effective Date**") that it is signed by the last party to sign as indicated by the date associated with that party's signature on the signature page below.

RECITALS. This Agreement is made with reference to the following background recitals:

A. Agency owns that certain parcel of real property located in the County of Yuba ("**County**"), California, identified by the County Assessor as Assessor Parcel Nos. 048-270-009 & -010, and more particularly described on the attached Exhibit A (such real property, together with the buildings, structures, and other improvements located thereon, all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "**Colgate Powerhouse Site**"). Agency owns and operates the Yuba River Development Project (Federal Energy Regulatory Commission Project No. 2246), which includes the Colgate Powerhouse and related structures and facilities located on the Colgate Powerhouse Site.

B. PG&E owns that certain 3.86-acre parcel of real property located in the County, identified by the County Assessor as Assessor Parcel No. 048-270-011, and more particularly described on the attached Exhibit B (such real property, together with the buildings, structures, and other improvements located thereon, all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "**3.86-Acre Site**"). PG&E owns and operates a 60 kV electric switchyard on a portion of the 3.86-Acre Site. PG&E uses the portion of the 3.86-Acre Site located south of the 60 kV switchyard for various uses including three (3) separate electric pole line facilities, infrequent vehicular and pedestrian access and parking and as a staging area for construction and maintenance projects, and Agency desires to purchase and acquire that portion of the 3.86-Acre Site. PG&E has determined that the 2.03-acre portion of the 3.86-Acre Site as shown on the attached Exhibit C (the "**3.86-Acre Site Agency Portion**") is no longer necessary or useful to PG&E in the performance by it of its duties to the public and therefore may be conveyed to Agency (subject to the acquisition of certain easements in favor of PG&E as described below). Exhibit C also shows the 1.83-acre portion of the 3.86-Acre Site to be retained by PG&E (the "**3.86-Acre Site PG&E Retained Portion**").

C. A 2,152 square foot portion of the PG&E 60 kV switchyard (located at the northeast part of the switchyard) is located on the Agency-owned Colgate Powerhouse Site. PG&E desires to own this portion of the switchyard and Agency has determined that this small portion of the Colgate Powerhouse Site is not needed for Agency use of the site. Exhibit C shows the 2,152 square foot area (the "**Colgate Site PG&E Portion**"). The remainder of the Colgate Powerhouse Site (i.e., the Colgate Powerhouse Site less the Colgate Site PG&E Portion) shall be the "**Colgate Site Agency Retained Portion**".

D. PG&E owns and operates certain 60 kV switchyard-related equipment in a control room located inside the Agency-owned Colgate Administration and Maintenance Shop Building, which is on the Colgate Powerhouse Site.

E. PG&E owns that certain 8.93-acre parcel of real property located in the County on Lake Francis Road near Dobbins, California, identified by the County Assessor as Assessor Parcel No. 048-200-010, and shown on the attached Exhibit D-1 (such real property, together with the buildings, structures, and other improvements located thereon, all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "**Dobbins Site**"). PG&E has determined that 7.23 acres of the Dobbins Site (as described on the attached Exhibit D-2 and shown on the attached Exhibit D-

3 as Parcel B; the "Dobbins Site Agency Portion") is no longer necessary or useful to PG&E in the performance by it of its duties to the public and Agency desires to purchase and acquire that portion. PG&E intends to retain the remaining 1.70-acre portion of the Dobbins Site (as shown on Exhibit D-3 as Parcel A; the "Dobbins Site PG&E Retained Portion") for PG&E's use.

F. Therefore, the parties intend to approve and implement the following contemporaneous real property conveyances (together with the easement transactions described below): the 3.86-Acre Site Agency Portion will be conveyed to Agency; the 3.86-Acre Site PG&E Retained Portion will be retained by PG&E; the Colgate Site PG&E Portion will be conveyed to PG&E; the Colgate Site Agency Retained Portion will be retained by Agency; the Dobbins Site Agency Portion will be conveyed to Agency; and, the Dobbins Site PG&E Retained Portion will be retained by PG&E.

G. Agency desires easements from PG&E to authorize Agency's ongoing use of (1) portions of the 3.86-Acre Site PG&E Retained Portion in connection with Agency's operation of the Colgate Powerhouse Site and related purposes (the "PG&E to YCWA Colgate Powerhouse Site Easement Agreement"), and (2) the road crossing the Dobbins Site PG&E Retained Portion for ingress to and egress from Agency facilities on its adjacent parcels to the east and southeast of the Dobbins Site. PG&E desires easements from Agency to authorize PG&E's ongoing use of (1) portions of the Colgate Site Agency Retained Portion in connection with PG&E's operation of the 60 kV switchyard and related purposes (the "YCWA to PG&E Colgate Powerhouse Site Easement Agreement"), (2) the control room in the Agency Colgate Administration and Maintenance Shop Building (the "YCWA to PG&E Colgate Control Room Easement Agreement"), and PG&E desires to reserve easements for (3) a road and two power lines on the Dobbins Site Agency Portion as those easements are described and shown on Exhibits D-2 and D-3. For the Colgate area easements, the parties therefore have negotiated and prepared the (1) PG&E to YCWA Colgate Powerhouse Site Easement Agreement, (2) YCWA to PG&E Colgate Powerhouse Site Easement Agreement, and (3) the YCWA to PG&E Colgate Control Room Easement Agreement, in the forms as shown on the attached Exhibits E, F and G. These three easement agreements shall be referred to as the "Easement Agreements." For the Dobbins area easements (i.e., PG&E to Agency road easement on the Dobbins Site PG&E Retained Portion, and PG&E's reservation of a road easement and two power line easements on the Dobbins Site Agency Portion), the parties will create the easements as part of the deed from PG&E to Agency conveying the Dobbins Site Agency Portion and deed reservations in favor of PG&E. The easements to be created pursuant to this Agreement also are shown on the marked-up aerial photograph labeled Lot Line Adjustment Exhibit Yuba Water Agency Colgate Powerhouse PG&E 60kV Switchyard dated July 25, 2019 as prepared by NorthStar, which is on file with each of the parties. If there is a discrepancy between an easement as depicted on the marked-up aerial photograph and as described or depicted on an Agreement exhibit, the exhibit shall govern.

H. PG&E is willing to convey the 3.86-Acre Site Agency Portion and Dobbins Site Agency Portion to Agency, in exchange for the easements and other consideration provided for by this Agreement, and on and subject to the terms of this Agreement. Agency is willing to convey the Colgate Site PG&E Portion to PG&E, in exchange for the easements and other consideration provided for by this Agreement, and on and subject to the terms of this Agreement.

I. As described in Section 7, prior to the Close of Escrow (as defined in Section 3.3), Agency shall process lot line adjustments through the County of Yuba to create the 3.86-Acre Site Agency Portion (which shall become part of the Colgate Site Agency Retained Portion), 3.86-Acre Site PG&E Retained Portion, Dobbins Site Agency Portion (which shall become part of the adjacent Agency parcel known as Yuba Co. APN 048-200-100), Dobbins Site PG&E Retained Portion, Colgate Site PG&E Portion (which shall become part of the 3.86-Acre Site PG&E Retained Portion), and the Colgate Site Agency Retained Portion as separate legal parcels.

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, PG&E and Agency hereby agree as follows:

1. PURCHASE AND SALE

1.1 Transactions

Subject to the terms and conditions contained in this Agreement:

(a) PG&E shall sell and convey the 3.86-Acre Site Agency Portion to Agency.

(b) PG&E shall sell and convey the Dobbins Site Agency Portion to Agency (together with a road easement on the Dobbins Site PG&E Retained Portion, and subject to a reservation in favor of PG&E for a road easement and two power line easements on the Dobbins Site Agency Portion).

(c) Agency shall sell and convey the Colgate Site PG&E Portion to PG&E.

(d) The parties shall sign, and PG&E shall deliver the PG&E to YCWA Colgate Powerhouse Site Easement Agreement in the form as shown on the attached Exhibit E.

(e) The parties shall sign, and Agency shall deliver the YCWA to PG&E Colgate Powerhouse Site Easement Agreement and the YCWA to PG&E Colgate Control Room Easement Agreement in the forms as shown on the attached Exhibits F and G.

1.2 Purchase Price

Under the proposed transactions, each party ("**grantee party**") will obtain certain land and easements from the other party ("**grantor party**"). An appraiser retained by PG&E has researched and valued the land and easement transactions described in the Recitals and Section 1.1 and the appraiser has determined that the fair market value of the land and easements being acquired by Agency minus the fair market value of the land and easements being acquired by PG&E equals \$6,500.00. Agency agrees with this valuation. Therefore, the purchase price shall be \$6,500.00 ("**Purchase Price**"), paid by Agency to PG&E at the Close of Escrow.

| Owner (Prior to Transfer) | Assessor Parcel Number Name | Description of Transfer | Valuation YCWA pays to PG&E | Valuation PG&E pays to YCWA |
|------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|
| PG&E | 048-200-010 Dobbins Substation: PG&E Parcel | Lot Line Adjustment (fee transfer) from PG&E to YCWA (7.23-acres), adjusted downward for PG&E easement reservations over transferred portion. Non-exclusive Easement from PG&E to YCWA over PG&E's remainder parcel. | \$41,000.00 | \$ - |
| PG&E | 048-270-011 Colgate Switchyard: PG&E Parcel | Lot Line Adjustment (fee transfer) from PG&E to YCWA (2.08-acres, adjusted downward for PG&E non-exclusive easements over transferred portion | \$25,500.00 | \$ - |

| | | | | |
|------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| | | Non-exclusive easements from PG&E to YCWA over PG&E's remainder parcel | | |
| YCWA | 048-270-009 Colgate Switchyard: YCWA Parcel | Non-exclusive switchyard easement (1.242-acres) to PG&E Non-exclusive electric easement (0.017-acres) to PG&E | \$ - | \$ 4,500.00 |
| YCWA | 048-270-010 Colgate: Administration Building YCWA Parcel | Easement from YCWA to PG&E for use of 960 sf Control Room within Administration Building Lot Line Adjustment (fee transfer) from YCWA to PG&E (0.05-acres), adjusted downward for YCWA non-exclusive easements over transferred portion | \$ - | \$55,500.00 |
| | | Total Estimated Value | \$66,500.00 | \$60,000.00 |

2. PAYMENT OF PURCHASE PRICE

At least one (1) business day before the Close of Escrow, Agency shall deposit the Purchase Price in escrow with the Chicago Title Insurance Company, 455 Market Street, 21st Floor, San Francisco, CA 94105; Attention: Patricia Davisson, 415-291-5103, patdavisson@ctt.com ("**Title Company**"), plus or minus any pro-rations and adjustments made pursuant to this Agreement. The Purchase Price shall be paid in immediately available funds for delivery to PG&E at the Close of Escrow.

3. ESCROW

3.1 Establishment and the Close of Escrow

Within five (5) business days after the Effective Date of this Agreement, PG&E shall open an escrow ("**Escrow**") with the Title Company by delivering to the Title Company a fully-executed copy of this Agreement. The Close of Escrow shall occur no later than 5:00 p.m. Pacific time on a date on or before thirty (30) days following PG&E's notifying Agency in writing of receipt of the approval of the California Public Utilities Commission ("**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 PG&E within one (1) year following the Effective Date (the "**Closing Date**"). If PG&E has not received CPUC Approval within such one (1) year period, PG&E 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 on or before the Closing Date, then either Agency or PG&E may terminate this Agreement and the Escrow by giving written notice of such termination to the other party, in which event 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.

3.2 Deposits into Escrow

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

(i) The Purchase Price to be deposited by Agency pursuant to Section 2.

(ii) Agency's share of the fees and charges described in Section 3.4

(iii) The amount, if any, payable to PG&E pursuant to Section 3.5.

(iv) A grant deed, prepared and duly executed by Agency in recordable form, conveying fee title to the Colgate Site PG&E Portion to PG&E, and in a form satisfactory to PG&E ("**Agency Grant Deed**").

(v) YCWA to PG&E Colgate Powerhouse Site and Colgate Control Room Easement Agreements, prepared and duly executed by Agency in recordable form.

(vi) Affidavits certifying that Agency 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) ("**Agency Affidavits**")

(vii) Agency's counterpart of the joint escrow instructions to the Title Company in the form attached hereto as Exhibit H ("**Joint Escrow Closing Instructions**"), and any other instructions Agency may deem necessary and that are not inconsistent with the terms of this Agreement.

(viii) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

(b) At least one (1) business day before Close of Escrow, PG&E shall deposit or cause to be deposited with the Title Company the following:

(i) A grant deed, prepared and duly executed by PG&E in recordable form, conveying fee title to the 3.86-Acre Site Agency Portion to Agency, and in a form satisfactory to Agency.

(ii) A grant deed, prepared and duly executed by PG&E in recordable form, conveying fee title to the Dobbins Site Agency Portion to Agency, and in a form satisfactory to Agency. (This grant deed and the grant deed described in Section 3.2(b)(i) shall collectively be referred to as the "**PG&E Grant Deeds**".)

(iii) PG&E to YCWA Colgate Powerhouse Site Easement Agreement duly executed by PG&E in recordable form and in a form satisfactory to Agency.

(iv) Affidavits certifying that PG&E 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) ("**PG&E Affidavits**").

(v) PG&E's counterpart of the Joint Escrow Closing Instructions and any other instructions PG&E may deem necessary which are not inconsistent with the terms of this Agreement.

(vi) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

3.3 Closing

The "**Close of Escrow**" shall be defined herein as the time that the Agency Grant Deed, PG&E Grant Deeds, and the Easement Agreements are 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 Title Company to close escrow by, among other actions:

- (a) Recording the Agency Grant Deed and PG&E Grant Deeds and instructing the County Recorder to deliver each recorded document to the party named on page one of the document after recording;
- (b) Recording the Easement Agreements and instructing the County Recorder to deliver each recorded document to the party named on page one of the document after recording (the grant deeds shall be recorded before the Easement Agreements);
- (c) Delivering to or for the account of PG&E, the Purchase Price paid by Agency pursuant to Section 2 and the amount, if any, payable to PG&E pursuant to Section 3.5;
- (d) Delivering to the parties as-recorded conformed copies of the grant deeds and Easement Agreements; and
- (e) Issuing and delivering to each grantee party the title insurance policy described in Section 4.4.

3.4 Costs

PG&E and Agency shall pay all closing costs as follows:

- (a) Each grantee party shall pay to the Title Company the premium and endorsement charges for the policy of title insurance described in Section 4.4 for the real property being acquired by the grantee party.
- (b) All recording fees, escrow fees, real property conveyance or documentary transfer taxes, and other closing costs for the transactions shall be allocated and shared equally between PG&E and Agency.

3.5 Pro-rations

Agency acknowledges that PG&E, as a regulated public utility, pays general and special real property taxes, assessments, and similar items collected on the tax roll ("**Taxes**") on its property as assessed by the State Board of Equalization ("**SBE**") as of January 1 of each year. Once the property is so assessed, PG&E 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, 2021, for tax fiscal year period from July 1, 2021, through June 30, 2022. PG&E acknowledges that Agency, as a local government agency, is exempt from paying Taxes on real property owned by the Agency in the County and that real property acquired by the Agency under this Agreement shall become exempt from property taxation following Close of Escrow. All current Taxes owed at the time of the Close of Escrow shall be prorated and adjusted between the grantee party and grantor party for each parcel 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 the grantor party, 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" assessment is assessed against the

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 assessment assessed for any time period after the Close of Escrow (including supplemental assessments based on the increased value of the property above the assessed value) are the grantee party's sole responsibility. With regard to the real property parcels being acquired by Agency, if the Close of Escrow occurs between January 1 and June 30, Agency shall deposit into Escrow, the full amount to reimburse PG&E for Taxes paid on PG&E's property for the period of time from Close of Escrow until the end of the fiscal year for which PG&E fully paid the Taxes. With regard to real property parcels being acquired by PG&E, PG&E acknowledges that they will become taxable at Close of Escrow and that PG&E shall be 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 PG&E, 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. The parties shall cooperate with the SBE to complete any documentation necessary to transfer the assessment process out of (with regard to parcels being acquired by Agency) and into (with regard to the parcel being acquired by PG&E) SBE taxing jurisdiction. The obligations of the parties under this Section 3.5 shall survive the Close of Escrow.

3.6 Possession of Property

Each grantor party shall deliver possession of the subject real property to the grantee party upon the Close of Escrow.

4. TITLE; TITLE INSURANCE

4.1 Title

It shall be a condition precedent to a grantee party's obligation to accept property under this Agreement that the grantor party convey title to the property to the grantee party subject only to the following exceptions ("**Permitted Encumbrances**"):

- (a) The lien of Taxes, not delinquent;
- (b) Any title exceptions or defects accepted by a grantee party pursuant to Section 4.3.
- (c) Any matters affecting title to the property created by or with the consent of the grantee party; and
- (d) All matters that would be disclosed by an inspection or survey of the property.

At the Close of Escrow, each grantee party shall take title to the real property and easements to be conveyed to the grantee party (as described in Section 1.1), subject only to the Permitted Encumbrances. Agency shall not be entitled to any credit against the Purchase Price with respect to any of the Permitted Encumbrances.

4.2 Reserved Easements – Dobbins Site Agency Portion only

PG&E shall be entitled to reserve certain access and utility facilities easements as described and shown in Exhibits D-2 and D-3 and to be stated in the Dobbins Site Agency Portion Grant Deed and transfer the property subject to the unrecorded third-party rights and previously disclosed to Agency.

4.3 Title Review and Objections

No later than sixty (60) days prior to the expected Closing Date, Agency shall obtain from the Title Company a Preliminary Title Report for a CLTA owner's title insurance policy for the 3.86-Acre Site Agency Portion and Dobbins Site Agency Portion showing the status of title to the real property and all recorded liens and other exceptions to the title. Within twenty (20) days following Agency's receipt of the Preliminary Title Report, it shall review the condition of the title to the real property and any title exceptions or defects and notify PG&E in writing either that it approves of the title or objects to the title with an explanation of those matters that are unacceptable to the grantee party. If Agency objects to the title, PG&E may, at its sole election, agree to remove such objectionable items or otherwise satisfy Agency with respect to such items prior to close of escrow. If PG&E is unable or unwilling to remove or cure the exception(s) or defect(s), and if the Title Company does not agree to insure over, without additional charge, any such exception or defect, then Agency may elect by written notice to PG&E to either accept title to the property subject to the exception(s) or defect(s) or terminate this Agreement. If a Agency fails to object to the title within twenty (20) days following its receipt of the Preliminary Title Report, then Agency shall be deemed to approve the condition of title to the property. A grantee party's consent to the Close of Escrow in this transaction shall conclusively demonstrate the grantee party's acceptance of the condition of the title and waiver of any liens or title exceptions or defects known to the grantee party before the Close of Escrow, and the grantee party shall not be entitled to make any claim or bring any action for damages against the grantor party arising out of any such liens or title exceptions or defects.

4.4 Title Insurance

Upon the Close of Escrow, each grantor party may cause the Title Company to issue to the grantee party a CLTA title insurance policy insuring that fee simple title to the grantee party's property is vested in the grantee party, subject only to the Permitted Exceptions. The title insurance in favor of Agency shall be in an amount of \$200,000 (or such other commercially reasonable insurance amount as requested by Agency and approved by the Title Company). The title insurance in favor of PG&E, if requested, shall be in an amount of \$66,500 (or such other commercially reasonable insurance amount as requested by PG&E and approved by the Title Company).

5. CONDITION OF PROPERTY

5.1 AS IS CONDITION

EACH GRANTEE PARTY HAS BEEN ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY IT WILL ACQUIRE AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING THE PRESENCE OF ANY DISTRIBUTION OR TRANSMISSION LINES OR DISTRIBUTION OR TRANSMISSION LINE FACILITIES ON THE PROPERTY AND ELECTRIC AND MAGNETIC FIELDS ASSOCIATED THEREWITH AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED, NEITHER THE GRANTOR PARTY, 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 ITS PROPERTY, THE USES OF THE 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 PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS OF THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTRIC AND MAGNETIC FIELDS, TOXIC MATERIALS, OR HAZARDOUS SUBSTANCES IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. EACH GRANTOR PARTY MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE

PROPERTY, AND EACH GRANTEE PARTY AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection

(a) For a period of ninety (90) days following the Effective Date ("Inspection Period"), subject to the terms and conditions of this Section 5.2, each grantee party and its authorized representatives, may enter onto the real property to be acquired under this Agreement at any reasonable time and from time to time to survey and inspect the property. Notwithstanding any terms of this Agreement to the contrary, if prior to the expiration of the Inspection Period, a grantee party notifies the grantor party in writing that it approves the physical condition of the property, the Inspection Period shall terminate on such notification date with respect to that property. No testing, including soil or groundwater sampling, may be conducted on any property by a grantee party unless and until the testing plans and procedures are approved in writing by the grantor party, which approval may be withheld, or granted upon such conditions as the grantor party may determine in its sole and absolute discretion. If the grantor party approves of such testing, the grantee party shall execute whatever additional agreement concerning such testing as the grantor party shall require, and the grantee party shall prepare at its sole cost and expense a work plan that describes in detail the nature, scope, location and purpose of all of the grantee party's activities to be performed on the property, including methods and procedures for restoration of any alteration to property, and a health and safety plan. In addition, at the grantee party's sole cost and expense, the grantee party 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 the grantee party conducts any such testing, the grantee party shall return the property as nearly as possible to the same condition the property was in before any entry or testing activities.

(b) The grantee party shall notify the grantor party not less than seventy-two (72) hours before the grantee party or its representatives enter the property for any inspection or testing under this section. No such entry shall interfere with the grantor party's use of the property or the use of the property by any tenants, easement holders, licensees, permittees or other third parties occupying the property. The grantor party shall have the right to have a representative accompany the grantee party on each such entry. For purposes of this Agreement, PG&E's representative is Roger Leatherman ("PG&E's Representative") and YCWA's representative is Willie Whittlesey (YCWA's Representative.)

(c) At the grantee party's sole expense, it shall provide the grantor party, 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 the grantee party's environmental investigations. The grantor party shall have ten (10) business days to comment thereon. Thereafter, the grantee party shall incorporate any and all of the grantor party's reasonable comments into such reports before such reports are prepared in final form. The grantee party shall provide the grantor party with copies of any and all final reports resulting from the grantee party's activities on the property as soon as they are available. Grantee party shall keep confidential all tests, inspections and reports, documents, analyses, and opinions obtained or generated by Grantee party with respect to such environmental inspections, unless and until Grantee party is legally compelled to make such disclosure.

5.3 Indemnification; Release; Insurance

Each grantee party shall indemnify, defend (with counsel approved by the grantor party), protect and hold the grantor party, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses (including diminution in the value of the property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action (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 occurring as a result of any entry upon the grantor party's property pursuant to Section 5.2 by the grantee party or its agents, contractors or employees, including Claims arising from the passive or active negligence of the Indemnitees. A grantee party's entry upon the property and activities conducted thereon by or on behalf of a grantee party shall be at the grantee party's sole risk and expense. A grantor party shall not be liable to a grantee party for, and the grantee party hereby waives and releases grantor party and the other Indemnitees from, any and all Claims arising out of or in any way connected with the property and occurring as a result of any entry upon the property, or activities conducted thereon by the grantee party, its agents, contractors or employees, including Claims arising from the passive or active negligence of any of the Indemnitees. Grantee party shall procure, carry and maintain in effect before and throughout the period of time that Grantee party shall be entering the Property, not less than \$2,000,000.00 in comprehensive general liability insurance coverage, insuring all activities and conduct of such parties on the Property. Grantee party shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement. Prior to any entry on the Property Grantee party shall submit a letter of self-insurance signed by a duly authorized representative evidencing that Grantee party's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement. Grantee party shall ensure that its consultants, contractors and subcontractors entering the Property carry commercially reasonable insurance coverages and coverage amounts. 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, a grantee party is not satisfied with the results of its inspection of any property under Section 5.2, the grantee shall have the right to terminate this Agreement with respect to the sale and conveyance of that certain property by written notice to the grantor party given within the Inspection Period, but before 5:00 p.m. Pacific time on the last day of the Inspection Period. Any notice of termination shall specify the basis for the party's termination under this Section 5.4. A grantee party's failure to terminate under this Section 5.4 before the expiration of the Inspection Period shall be deemed the party's approval of all matters relating to the property (except as provided by Section 4.3), including the physical condition of the property, the possible uses of the property and any limitations thereon. If a party elects not to terminate this Agreement as permitted above, (a) the party shall have no further right to terminate this Agreement, except in accordance with the provisions of Sections 3.1, 7.5, 8, or 9.2(b); and (b) in addition to all other claims waived by the party hereunder, the grantee party shall be deemed to have waived any and all rights or claims against the grantor party with respect to matters discovered before the expiration of the Inspection Period. If a grantee party elects to terminate this Agreement as permitted above, 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; Grantee party's Release and Indemnity

Grantor party has conducted an initial investigation of the property for hazardous substances and obtained the reports described on Exhibit I attached hereto, if any, ("Environmental Reports"). Grantor party agrees to provide Grantee party with copies of the Environmental Reports and Grantee party may utilize the Environmental Reports in its due diligence review; provided, however, Grantee party acknowledges and agrees that (a) Grantor party makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Environmental Reports or the methods upon which said information was obtained by the issuers of the Environmental Reports, (b) Grantee party will not rely in any

manner upon the information contained in the Environmental Reports and (c) neither Grantor party nor the issuer of any of the Environmental Reports shall have any liability whatsoever to Grantee party for any false, inaccurate or misleading matters or information, if any, contained in the Environmental Reports. Grantee party has been strongly advised to investigate the existence of hazardous substances and Electric and Magnetic Fields on, under, about or otherwise affecting the Property. Grantee party further acknowledges that Grantor party shall not in any manner be responsible to Grantee party for the presence of any Electric and Magnetic Fields or hazardous substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Grantor party for the sale of the Property to Grantee party, Grantee party agrees to execute the Release in Section 5.7.

5.6 Natural Hazard Disclosures

Each grantor party is, or may be, required under California law to disclose if the property it plans to convey 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). Each grantee party acknowledges and understands that: (i) if the 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 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 property is situated in one or more of the hazard zones described above, the grantee party's ability to develop the property, obtain insurance, or receive assistance after a disaster may be limited. Each grantee party 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. Except as expressly provided herein, each grantor party is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the property to be conveyed, or the effect thereof on the future use or development of the property, and the grantee party should make its own inquiry and investigation of such hazards. Further, each grantee party hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on the grantor party by California law.

5.7 Release by Grantee Party

Each grantee party hereby waives, releases and forever discharges the grantor party and the other Indemnitees from any and all Claims that the grantee party 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 property to be conveyed, including, but not limited to, the physical condition, nature or quality of the property or the ownership, management or operation of the property, except as set forth in Section 6 below. Each grantee party 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.

PG&E Initials: _____

YCWA Initials: _____

5.8 Survival

The parties' covenants, agreements and obligations 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 PG&E's Representations

In consideration of Agency entering into this Agreement and as an inducement to Agency to sell and convey property to PG&E, PG&E makes the following representations and warranties (based on PG&E's actual knowledge as defined at the end of Section 6.2), each of which is material and is being relied upon by Agency (the continued truth and accuracy of which shall constitute a condition precedent to Agency's obligations under this Agreement):

(a) PG&E is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business in California and the persons executing this Agreement on behalf of PG&E have the full right and authority to execute this Agreement on behalf of PG&E, to sell, convey and transfer the 3.86-Acre Site Agency Portion and Dobbins Site Agency Portion and all rights appurtenant thereto to Agency, and to bind PG&E without the consent or approval of any other person or entity; provided, however, that the foregoing representation and warranty is subject to PG&E's receipt of the CPUC Approval (as more particularly described in Section 7.3 below). This Agreement and all documents executed by PG&E that are to be delivered to Agency 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 PG&E, (ii) legal, valid and binding obligations of PG&E 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 PG&E is a party or to which it is subject.

(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 PG&E is a party or by which PG&E 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 PG&E's receipt of the CPUC Approval (as more particularly described in Section 7.3 below).

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit J, PG&E has received no written notice from any governmental agency or private person during the twelve (12) month period preceding the Effective Date that the condition, use or operation of the 3.86-Acre Site Agency Portion or Dobbins Site Agency Portion violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the property (other than violations which have been cured).

(d) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit J, during the twelve (12) month period preceding the Effective Date, PG&E has received no written notice of any pending or threatened lawsuits of any kind against PG&E that could materially and adversely affect the operation or value of the 3.86-Acre Site Agency Portion or Dobbins Site Agency Portion or prohibit the sale thereof.

(e) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit J, during the twelve (12) month period preceding the Effective Date, PG&E has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the 3.86-Acre Site Agency Portion or Dobbins Site Agency Portion or any part thereof.

(f) PG&E 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 Agency contained in Section 6.2 below, PG&E specifically acknowledges that it is acquiring the Colgate Site PG&E Portion "AS IS, WHERE IS, WITH ALL FAULTS", without any representations or warranties of Agency, express or implied, written or oral, as to the nature or condition of title to the property it will acquire, the physical condition of the property, the uses of the property or any limitations thereon. PG&E is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the property as it deems necessary or appropriate in acquiring the property from Agency (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 property). PG&E is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Agency or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(g) PG&E 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 PG&E 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 a party 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.

(h) The representations and warranties of PG&E 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.

6.2 Agency's Representations

In consideration of PG&E entering into this Agreement and as an inducement to PG&E to sell the Property to Agency, Agency makes the following representations and warranties (based on Agency's actual knowledge), each of which is material and is being relied upon by PG&E (the continued truth and accuracy of which shall constitute a condition precedent to PG&E's obligations under this Agreement):

(a) Agency is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business in the state in which the Property is located and the persons executing this Agreement on behalf of Agency have the full right and authority to execute this Agreement on behalf of Agency, to sell, convey and transfer the Colgate Site PG&E Portion and all rights appurtenant thereto to PG&E, and to bind Agency without the consent or approval of any other person or entity. This Agreement and all documents executed by Agency which are to be delivered to PG&E 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 Agency, (ii) legal, valid and binding obligations of Agency 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 Agency is a party or to which it is subject.

(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 Agency is a party or by which Agency 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 PG&E's receipt of the CPUC Approval (as more particularly described in Section 7.3 below).

(c) Except as set forth in the Disclosure Exhibit attached hereto as Exhibit J, Agency has received no written notice from any governmental agency or private person during the twelve (12) month period preceding the Effective Date that the condition, use or operation of the Colgate Site PG&E Portion violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the property (other than violations which have been cured).

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

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

(f) Agency 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 PG&E contained in Section 6.1 above, Agency specifically acknowledges that it is acquiring the 3.86-Acre Site Agency Portion and Dobbins Site Agency Portion "AS IS, WHERE IS, WITH ALL FAULTS", without any representations or warranties of PG&E, express or implied, written or oral, as to the nature or condition of title to the property it will acquire, the physical condition of the property, the uses of the property or any limitations thereon. Agency is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the property as it deems necessary or appropriate in acquiring the property from PG&E (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 property). Agency is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by PG&E or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

(g) Agency is not, and at no time during the term of this Agreement will be: (i) in violation of any Anti-Terrorism Law; (ii) conducting any business or engaging in any transaction or dealing with any Prohibited Person, 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; 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 Agency 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.

(h) The representations and warranties of Agency 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.

"Actual knowledge" as used in this Section 6 shall mean the actual knowledge of, or receipt of written notice by, the PG&E Representative and the YWCA Representative, as of the Effective Date, without any duty of inquiry. Each party acknowledges that the other party may have records or files not in the possession of the party's management employees, which may include information concerning the property to be conveyed to the other party. Each grantee party understands that the grantor party will not undertake to determine whether any of such other files or records contain information concerning the property, and the grantor party will not make such other files and records available to the grantee party for its review. Rather, each grantee party shall, except for the limited representations and warranties contained in this Section 6, rely solely on its own investigations in making its decision to acquire the property.

7. CONDITIONS PRECEDENT

7.1 Conditions to Agency's Obligations

Agency's obligations to acquire the 3.86-Acre Site Agency Portion and Dobbins Site Agency Portion, convey the Colgate Site PG&E Portion, and approve the Easement Agreements are subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Agency shall have approved the status of the title to the real property to be acquired pursuant to Section 4.3 and the Title Company shall be prepared to issue at the Close of Escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium and related charges.

(b) Agency shall have conducted a phase 1 environmental site assessment of the Dobbins Site Agency Portion and have approved the results of that assessment pursuant to Section 5.2.

(c) PG&E shall have performed each and every covenant contained in this Agreement to be performed by PG&E at or before the Close of Escrow.

(d) All representations and warranties of PG&E contained in Section 6.1 shall be true and correct in all material respects at the Close of Escrow.

(e) The Yuba County Planning Department has approved Agency's proposed acquisition of real property pursuant to California Government Code section 65402(c).

7.2 Conditions to PG&E's Obligations

PG&E's obligations to convey the 3.86-Acre Site Agency Portion and Dobbins Site Agency Portion, acquire the Colgate Site PG&E Portion, and approve the Easement Agreements are subject to the fulfillment or waiver of each of the following conditions precedent:

(a) PG&E shall have approved the status of the title to the real property to be acquired pursuant to Section 4.3 and the Title Company shall be prepared to issue at the Close of Escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium and related charges.

(b) Agency shall have performed each and every covenant contained in this Agreement to be performed by Agency at or before the Close of Escrow

(c) All representations and warranties of Agency contained in Section 6.2 shall be true and correct in all material respects at the Close of Escrow.

(d) (e) The Yuba County Planning Department has approved PG&E's proposed acquisition of real property pursuant to California Government Code section 66410, et seq.

7.3 CPUC Approval

PG&E has determined that approval of the CPUC ("**CPUC Approval**") will be required as a condition precedent to PG&E's sale of property to Agency set forth in Section 1.1 , and therefore, the obligation of each party to close the sale of its property to the other party shall be conditioned upon obtaining such CPUC Approval before the Close of Escrow. CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the property in a form that is final, unconditional and un-appealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by PG&E in its sole and absolute discretion, including PG&E's approval of the proposed accounting and ratemaking treatment of the sale. Agency further acknowledges and agrees that PG&E makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval. Agency waives all claims against PG&E for losses, expenses or damages suffered or incurred 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 property.

7.4 Lot Line Adjustments

At the Close of Escrow, the real property parcels to be conveyed to each party must comply with the California Subdivision Map Act (Government Code Section 66410, et seq.). Prior to the Close of Escrow, Agency shall file lot line adjustment applications with the County of Yuba to create the new and modified parcels described in Recital I and PG&E shall cooperate with Agency on the applications. The obligation of each party to close Escrow on the various transactions shall be conditioned upon County approval of the lot line adjustments (consistent with Recital I) and the recording of certificates of lot line adjustment in the Yuba County Recorder's Office. The parties shall split any out-of-pocket costs (e.g., Title Company, engineering, or surveyor fees) incurred by Agency in preparing, filing, and processing the lot line adjustment applications, provided however that the costs associated with the Dobbins Site shall be at Agency's sole cost.

7.5 Termination of Agreement for Failure of Conditions

(a) Failure of Agency's Conditions. If any one or more of the conditions to Agency'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 Agency may elect, by written notice to PG&E, to terminate this Agreement and the Escrow, in which event 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. Nothing in this paragraph shall be construed to limit Agency's rights under Section 9.2 in the event of a default by PG&E.

(b) Failure of PG&E's Conditions. If any one or more of the conditions to PG&E'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 PG&E may elect, by written notice to Agency, to terminate this Agreement and the Escrow, in which event 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. Nothing in this paragraph shall be construed to limit PG&E's rights under Section 9.2 in the event of a default by Agency.

(c) CPUC Approval. The condition of CPUC Approval set forth in Section 7.3 may not be waived by either party. If PG&E notifies Agency before the Closing Date that PG&E has not obtained CPUC Approval, in a form satisfactory to PG&E, in its sole and absolute discretion, then this Agreement and the Escrow shall terminate as of the date of such notice, in which event 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 the County has not completed the required lot line adjustments within one year from the Effective Date, then this Agreement and the Escrow shall automatically terminate as of the expiration of the one year period, in which event 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 in an eminent domain proceeding or under threat of condemnation before the Close of Escrow of more than twenty-five percent (25%) of the land area of any of the parcels to be conveyed under this Agreement, and affected party shall have the right to terminate this Agreement

by giving to other party written notice of termination within ten (10) days following the date of such taking, in which event 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 a parcel before the Close of Escrow or in the event that the affected party elects not to terminate this Agreement as provided above, the parties shall remain obligated to perform their obligations under this Agreement, and the grantor party shall assign to the grantee party, at the Close of Escrow, the portion of any condemnation award attributable to the grantor party's interest in the 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 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. DISPUTE RESOLUTION; DEFAULT

9.1 Dispute Resolution

In the event that a party desires to pursue any claim or dispute arising out of or relating to this Agreement, the dispute resolution procedure shall be governed by Article 13 of the Amended and Restated Colgate/Narrows/ Oregon Peak Shared Facility and Site Operations Agreement between the parties dated July 7, 2020.

9.2 Default Remedies

If the conveyance of the parcels and easements under this Agreement does not close because of a default by a party, the non-defaulting party shall have, at its option and as its sole remedies, the remedies set forth below. However, before a party asserts a default by the other party and pursues a remedy under this Section 9.2, the non-defaulting party first must pursue dispute resolution under Section 9.1.

(a) The non-defaulting party may pursue specific performance of this Agreement, provided that the non-defaulting party waives in writing any right it may have to bring an action for, or assert, any damages against the defaulting party for such default. In no event shall a non-defaulting party be entitled to any damages as a result of a default by the other party under this Agreement (except as provided in subsection (b)).

(b) As an alternative to the remedy provided in subsection (a), the non-defaulting party may terminate this Agreement by giving written notice of termination to the defaulting party, in which event 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.

9.3 Failure of Conditions

If, before the Close of Escrow, Grantor party discloses to Grantee party or Grantee party otherwise discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report, or (b) Grantor party failed to make any material disclosures to Grantee party regarding the Property, or (c) any representation or warranty of Grantor party contained in this Agreement is, or as of the Closing Date will be, untrue, (collectively, "Disclosure Defects") then Grantor party shall bear no liability for such Disclosure Defects, and Grantee party shall, within three (3) days following Grantee party's awareness of the existence of a Disclosure Defect, give Grantor party written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Grantee party fails to furnish Grantor party with such an objection notice within said three (3) day period, Grantee party 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 Grantee party furnishes Grantor party with such an

objection notice within said three (3) day period, Grantor party may elect by notice to Grantee party either (i) to attempt to cure or otherwise remedy Grantee party's objection (in which event, Grantor party may postpone the Close of Escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Grantee party's objection. Grantee party acknowledges and agrees that Grantor party shall have no obligation to cure any objection. If Grantor party is unable or unwilling to cure Grantee party's objection within ten (10) days after notice thereof from Grantor party ("Grantor Party's Cure Period"), then Grantee party, as Grantee party's sole remedy, shall elect to either (a) waive the Disclosure Defect and complete the purchase of the Property in accordance with the terms of this Agreement or (b) terminate this Agreement by giving written notice to Grantor party within ten (10) days after Grantor Party's Cure Period, and, provided that Grantee party shall not be in default hereunder, 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 Grantee party fails to give Grantor party Grantee party's written notice to terminate within ten (10) days after Grantee party's Cure Period, then Grantee party shall be deemed to have elected to waive such Disclosure Defect and Grantee party's right to terminate this Agreement pursuant to this Section 9.3. Notwithstanding anything to the contrary in this Agreement, Grantee party's consent to the Close of Escrow in this transaction shall conclusively demonstrate Grantee party's waiver of any Disclosure Defects known to Grantee party before the Close of Escrow, and Grantee party shall not be entitled to make any claim or bring any action for damages against Grantor party arising out of any Disclosure Defects.

10. BROKERS

10.1 PG&E

PG&E represents and warrants to Agency that PG&E 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, PG&E shall indemnify, defend and hold Agency 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 PG&E contained in this Section 10.1 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

10.2 Agency

Agency represents and warrants to PG&E that Agency 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, Agency shall indemnify, defend and hold PG&E 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 Agency 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 Property Prior to the Close of Escrow

During the period from the Effective Date to the Close of Escrow, each grantor party shall maintain its 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 property in accordance with its pre-existing practices, as if the property were not to be conveyed to the grantee party. In addition, each grantor party agrees during such interim period not to enter into any lease or management, maintenance, or service contract, or to alter or amend any of the material terms of any such existing contracts that would be binding on the grantee party, without the prior written consent of the grantee party, which consent shall not be unreasonably withheld or delayed.

11.2 Survival

The representations and warranties of PG&E and Agency contained in this Agreement shall survive the Close of Escrow and continue for a period of one year thereafter and shall thereupon expire and be of no further force and effect; provided, however, that parties' representation and warranties set forth in Sections 6.1(f) and 6.2(f) shall survive the Close of Escrow indefinitely. Any claim for breach of any such representations and warranties must be made in writing within such one year period or shall be waived; provided that if any such claim that is initiated within such one year period, may be pursued to completion by the claiming party. The waivers of claims or rights, the releases, and the indemnification obligations of the parties shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

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 a grantee party does not constitute an option or offer to convey property to the grantee party. This document is not effective as a purchase and sale agreement or otherwise until executed and delivered by both PG&E and Agency.

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.

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, his 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 PG&E:

If by registered or certified mail, return receipt requested:

Manager, Surplus Property
PG&E Land Management
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177

With a concurrent copy to:

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

If by personal delivery or courier service:

Manager, Surplus Property
PG&E Land Management
245 Market Street, Room 1017B
San Francisco, CA 94105

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,
Commercial and Environmental

If to Agency:

General Manager
Yuba County Water Agency
1220 F Street
Marysville, CA 95901
Email: wwhittlesey@yubawater.org

With copies to:

Richard P. Shanahan
Bartkiewicz, Kronick & Shanahan
1011 22nd Street
Sacramento, CA 95816
Email: rps@bkslawfirm.com

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 Limitation on Liability

Each party expressly agrees that the obligations and liabilities of the other party under this Agreement and any document referenced herein shall not constitute personal obligations of the other party's officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives. The limitations of liability contained in this Section shall apply equally and inure to the benefit of a party's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

11.11 No Recorded Memorandum; No Publicity

a) Grantee party 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. Grantee party 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 Grantor party or be presented in a manner that is consistent with communications prepared by Grantor party. However, this paragraph shall not restrict Agency and its Board of Directors from (i) considering and discussing matters relating to this Agreement at open, noticed Board meetings, (ii) preparing, adopting, posting, and distributing minutes or audiotapes concerning those meetings, or (iii) providing public records pursuant to a request under the California Public Records Act.

11.12 Required Actions of Agency and PG&E

Agency and PG&E 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 property and easements as contemplated herein, except that a party shall be obligated to provide an Owner's Affidavit only in a form acceptable to the party, in its sole and absolute discretion.

11.13 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.

11.14 Exhibits

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

| | |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A | Description of Colgate Powerhouse Site |
| Exhibit B | Description of PG&E Parcel (3.86-Acre Site) |
| Exhibit C | Lot Line Adjustment Yuba Water Agency PG&E Colgate Switch Yard (Depiction of 3.86-Acre Site Agency Portion, 3.86-Acre Site PG&E Retained Portion, and Colgate Site PG&E Portion) |
| Exhibit D-1 | Depiction of PG&E Dobbins Site |

- Exhibit D-2 Lot Line Adjustment Transfer Parcel Description Pacific Gas and Electric to Yuba Water Agency (description of Dobbins Site Agency Portion, including related road easement to Agency and easements reserved by PG&E)
- Exhibit D-3 Lot Line Adjustment Yuba Water Agency PG&E Dobbins Substation (depiction of Dobbins Site Agency Portion, Dobbins Site PG&E Retained Portion, and related easements)
- Exhibit E Form of PG&E to YCWA Colgate Powerhouse Site Easement Agreement (with exhibits)
- Exhibit F Form of YCWA to PG&E Colgate Powerhouse Site Easement Agreement (with exhibits)
- Exhibit G Form of YCWA to PG&E Colgate Control Room Easement Agreement (with exhibits)
- Exhibit H Joint Escrow Closing Instructions
- Exhibit I Environmental Reports
- Exhibit J Disclosure Exhibit

11.15 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. PG&E's or Agency's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Agency and PG&E.

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

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: Aimee Crawford
Aimee Crawford, Director, Land Management

Date: 11/28/20

YUBA COUNTY WATER AGENCY

By: _____
Nicholas Whittlesey, Jr.

Date: _____

- Exhibit D-2 Lot Line Adjustment Transfer Parcel Description Pacific Gas and Electric to Yuba Water Agency (description of Dobbins Site Agency Portion, including related road easement to Agency and easements reserved by PG&E)
- Exhibit D-3 Lot Line Adjustment Yuba Water Agency PG&E Dobbins Substation (depiction of Dobbins Site Agency Portion, Dobbins Site PG&E Retained Portion, and related easements)
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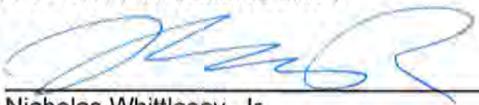
IN WITNESS WHEREOF, the parties have duly executed this Agreement.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Aimee Crawford, Director, Land Management

Date: _____

YUBA COUNTY WATER AGENCY

By: 
Nicholas Whittlesey, Jr.

Date: 12/2/2020

manner upon the information contained in the Environmental Reports and (c) neither Grantor party nor the issuer of any of the Environmental Reports shall have any liability whatsoever to Grantee party for any false, inaccurate or misleading matters or information, if any, contained in the Environmental Reports. Grantee party has been strongly advised to investigate the existence of hazardous substances and Electric and Magnetic Fields on, under, about or otherwise affecting the Property. Grantee party further acknowledges that Grantor party shall not in any manner be responsible to Grantee party for the presence of any Electric and Magnetic Fields or hazardous substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Grantor party for the sale of the Property to Grantee party, Grantee party agrees to execute the Release in Section 5.7.

5.6 Natural Hazard Disclosures

Each grantor party is, or may be, required under California law to disclose if the property it plans to convey 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). Each grantee party acknowledges and understands that: (i) if the 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 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 property is situated in one or more of the hazard zones described above, the grantee party's ability to develop the property, obtain insurance, or receive assistance after a disaster may be limited. Each grantee party 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. Except as expressly provided herein, each grantor party is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the property to be conveyed, or the effect thereof on the future use or development of the property, and the grantee party should make its own inquiry and investigation of such hazards. Further, each grantee party hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on the grantor party by California law.

5.7 Release by Grantee Party

Each grantee party hereby waives, releases and forever discharges the grantor party and the other Indemnitees from any and all Claims that the grantee party 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 property to be conveyed, including, but not limited to, the physical condition, nature or quality of the property or the ownership, management or operation of the property, except as set forth in Section 6 below. Each grantee party 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.

PG&E Initials: AC

YCWA Initials: _____

manner upon the information contained in the Environmental Reports and (c) neither Grantor party nor the issuer of any of the Environmental Reports shall have any liability whatsoever to Grantee party for any false, inaccurate or misleading matters or information, if any, contained in the Environmental Reports. Grantee party has been strongly advised to investigate the existence of hazardous substances and Electric and Magnetic Fields on, under, about or otherwise affecting the Property. Grantee party further acknowledges that Grantor party shall not in any manner be responsible to Grantee party for the presence of any Electric and Magnetic Fields or hazardous substances on, under, about or otherwise affecting the Property, and further, as a material inducement to Grantor party for the sale of the Property to Grantee party, Grantee party agrees to execute the Release in Section 5.7.

5.6 Natural Hazard Disclosures

Each grantor party is, or may be, required under California law to disclose if the property it plans to convey 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). Each grantee party acknowledges and understands that: (i) if the 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 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 property is situated in one or more of the hazard zones described above, the grantee party's ability to develop the property, obtain insurance, or receive assistance after a disaster may be limited. Each grantee party 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. Except as expressly provided herein, each grantor party is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the property to be conveyed, or the effect thereof on the future use or development of the property, and the grantee party should make its own inquiry and investigation of such hazards. Further, each grantee party hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on the grantor party by California law.

5.7 Release by Grantee Party

Each grantee party hereby waives, releases and forever discharges the grantor party and the other Indemnitees from any and all Claims that the grantee party 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 property to be conveyed, including, but not limited to, the physical condition, nature or quality of the property or the ownership, management or operation of the property, except as set forth in Section 6 below. Each grantee party 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.

PG&E Initials: _____

YCWA Initials: *NW*

EXHIBIT "A"
Colgate Power House Site

All that real property situate in County of Yuba, State of California, described as follows:

Parcel One as described in the deed from Pacific Gas and Electric Company to Yuba County Water Agency dated September 4, 1968, and recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County.

EXHIBIT "B"
PG&E Parcel

All that real property situate in County of Yuba, State of California, described as follows:

That 3.857 acre parcel of land excluded from Parcel One as described in the deed from Pacific Gas and Electric Company to Yuba County Water Agency dated September 4, 1968, and recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County.



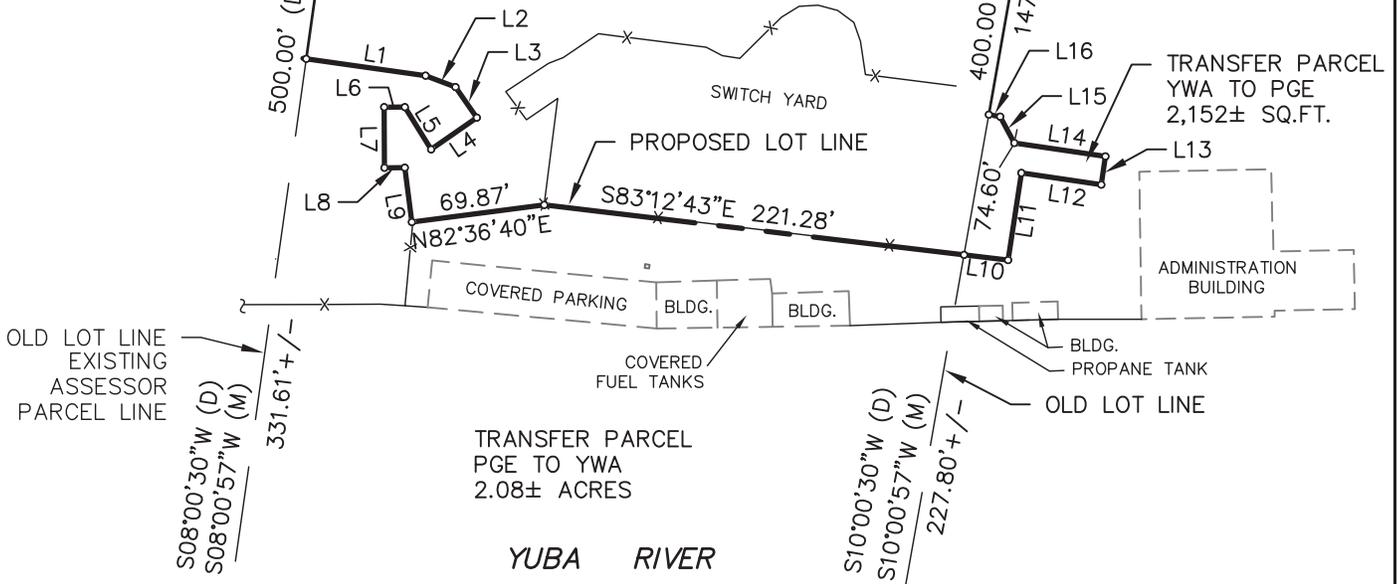
FD 5/8" REBAR WITH
1 1/2" ALUMINUM CAMP
STAMPED "PG&E CO."

FD 5/8" REBAR WITH
1 1/2" ALUMINUM CAMP
STAMPED "PG&E CO."

YUBA WATER
AGENCY
APN 048-270-009

PG&E
APN 048-270-011

YUBA WATER
AGENCY
APN 048-270-010



YUBA COUNTY
NEVADA COUNTY

360' ± (D)
THIS LINE TO BE "ALONG THE THREAD
OF THE YUBA RIVER" PER (D)

| Line Table | | |
|------------|-------------|--------|
| Line # | Direction | Length |
| L1 | S81°59'03"E | 63.05' |
| L2 | S69°05'45"E | 16.79' |
| L3 | S34°49'19"E | 19.51' |
| L4 | S55°10'41"W | 29.14' |
| L5 | N31°47'31"W | 26.10' |
| L6 | S89°44'30"W | 10.82' |
| L7 | S00°15'30"E | 31.77' |
| L8 | N89°44'30"E | 10.66' |
| L9 | S07°23'20"E | 28.74' |
| L10 | S83°12'43"E | 23.20' |
| L11 | N08°42'22"E | 46.18' |
| L12 | S81°38'00"E | 42.23' |
| L13 | N08°22'00"E | 15.00' |
| L14 | N81°38'00"W | 48.19' |
| L15 | N28°13'14"W | 15.66' |
| L16 | N79°59'03"W | 6.02' |

| AREA TABLE | | |
|----------------------------------------|-------------------|------------------------------|
| | BEFORE ADJUSTMENT | AFTER ADJUSTMENT |
| LANDS OF P.G. & E. APN 048-270-011 | 3.86± ACRES | 1.83± ACRES |
| LANDS OF Y.W.A. APN 048-270-009,010 | 156.14± ACRES | 158.17± ACRES |
| TRANSFER AREA P.G. & E. TO Y.W.A. | | 2.08± ACRES |
| TRANSFER AREA Y.W.A. TO P.G. & E. | | 2152± SQ. FT. 0.05± ACRES |

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS
MAP IS THE CALIFORNIA STATE
PLANE COORDINATE SYSTEM, ZONE
2, NAD 83, EPOCH 2010.0000 AS
ESTABLISHED BY GNSS SURVEY.
THE DISTANCES SHOWN HEREON
ARE GRID DISTANCES, DIVIDE BY
0.99987413 TO OBTAIN GROUND
DISTANCES.

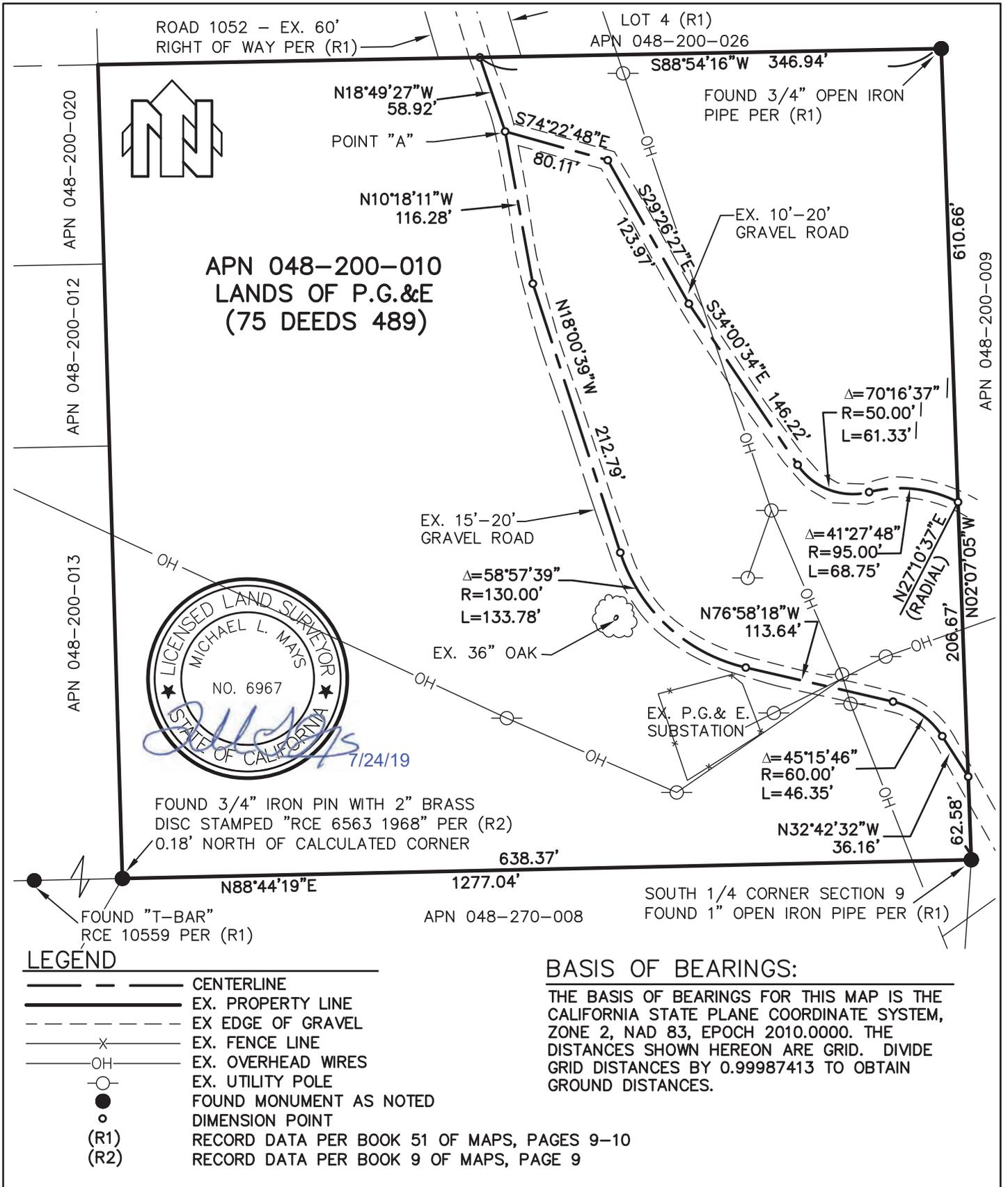
NOTE: THE BEFORE ADJUSTMENT AREA FOR THE LANDS OF Y.W.A.
(APN 048-270-009 & 010) IS RECORD DATA ACQUIRED FROM THE
YUBA COUNTY TAX ROLLS.



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

EXHIBIT C
LOT LINE ADJUSTMENT
YUBA WATER AGENCY
P.G.&E. COLGATE SWITCH YARD

| | |
|-------------|-----------|
| SCALE: | 1" = 100' |
| JOB NO.: | 15-247 |
| DATE: | 7-22-19 |
| DRAWN BY: | TDA |
| CHECKED BY: | MLM |
| SHEET NO.: | |



LEGEND

- — — — — CENTERLINE
- — — — — EX. PROPERTY LINE
- - - - - EX. EDGE OF GRAVEL
- - - - - EX. FENCE LINE
- OH — — — EX. OVERHEAD WIRES
- — — — — EX. UTILITY POLE
- — — — — FOUND MONUMENT AS NOTED
- — — — — DIMENSION POINT
- (R1) — — — — RECORD DATA PER BOOK 51 OF MAPS, PAGES 9-10
- (R2) — — — — RECORD DATA PER BOOK 9 OF MAPS, PAGE 9

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2010.0000. THE DISTANCES SHOWN HEREON ARE GRID. DIVIDE GRID DISTANCES BY 0.99987413 TO OBTAIN GROUND DISTANCES.



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
 PHONE: (530) 893-1600 www.northstareng.com

**EXHIBIT D-1
 PG&E DOBBINS SITE**

SECTION 9, T. 17 N., R. 7 E., M.D.M.

YUBA COUNTY

CALIFORNIA

| | |
|-------------|-----------|
| SCALE: | 1" = 100' |
| JOB NO.: | 15-247 |
| DATE: | 7/24/19 |
| DRAWN BY: | MLM |
| CHECKED BY: | |
| SHEET NO.: | 1 OF 1 |

EXHIBIT “D-2”
LOT LINE ADJUSTMENT
TRANSFER PARCEL DESCRIPTION
PACIFIC GAS AND ELECTRIC
TO
YUBA WATER AGENCY

All that real property situate in the County of Yuba, State of California, being a portion of the Southeast one-quarter of the Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 9, Township 17 North, Range 7 East, Mount Diablo Meridian, and being described as follows:

COMMENCING at the South one-quarter corner of said Section 9;

Thence along the East line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, North 02°07'05” West 187.94 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said East line, South 87°52'55” West 259.81 feet;

Thence South 65°06'54” West 189.55 feet;

Thence South 01°15'41” East 108.08 feet to a point on the South line of Section 9;

Thence along said South line, South 88°44'19” West 202.12 feet to the Southwest corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9;

Thence along the West line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, North 01°43'35” West 612.45 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9;

Thence along the North line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, North 88°54'18” East 634.21 feet to the Northeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9;

Thence along said East line, South 02°07'05” East 422.72 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing 7.23 acres, more or less.

TOGETHER WITH a non-exclusive easement for ingress, egress and roadway purposes on, over, under and across all that real property situate in the County of Yuba, State of California, being a portion of the Southeast one-quarter of the Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 9, Township 17 North, Range 7 East, Mount Diablo Meridian, and being described as follows:

A strip being 20 feet wide, lying 10 feet on each side of the following described centerline:

COMMENCING at the South one-quarter corner of said Section 9;

Thence along the East line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, North 02°07'05" West 187.94 feet;

Thence leaving said East line, South 87°52'55" West 225.48 feet to the **TRUE POINT OF BEGINNING** of said centerline, said point being the beginning of 130.00 foot radius non-tangent curve, concave northeasterly, having a radial bearing of South 45°05'04" West;

Thence southeasterly, 72.73 feet along said curve, through a central angle of 32°03'21";

Thence South 76°58'18" East 113.64 feet to the beginning of a 60.00 foot radius tangent curve, concave southwesterly;

Thence southeasterly, 46.35 feet along said curve, through a central angle of 45°15'46;

Thence South 32°42'32" East 36.16 feet to a point on said East line, said point being the **TERMINUS** of the herein described centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at said East line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9 and at the south line of the hereinabove described parcel.

RESERVING THEREFROM the following three (3) easements:

Easement 1:

A non-exclusive easement, for ingress, egress and roadway purposes, on, over, under and across all that real property situate in the County of Yuba, State of California, being a portion of the Southeast one-quarter of the Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 9, Township 17 North, Range 7 East, Mount Diablo Meridian, and being described as follows:

A strip of land, 20 feet wide, lying 10 feet on each side of the following described centerline:

COMMENCING at the South one-quarter corner of said Section 9;

Thence along the East line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, North 02°07'05" West 187.94 feet;

Thence leaving said East line, South 87°52'55" West 225.48 feet to the **TRUE POINT OF BEGINNING** of said centerline, said point being the beginning of 130.00 foot radius

non-tangent curve, concave northeasterly, having a radial bearing of South 45°05'04" West;

Thence northwesterly, 61.05 feet, along said curve, through a central angle of 26°54'17";

Thence North 18°00'39" West 212.79 feet;

Thence North 10°18'11" West 116.28 feet;

Thence North 18°49'27" West 58.92 feet to a point on the North line of said SE¼ of the SE¼ of the SW¼ of Section 9, said point being on the centerline of Road 1052 as shown on Tract Map No 83-345, filed for record in the office of the Yuba County Recorder on October 19, 1989, in Book 51 of Maps at pages 9 and 10, and the **TERMINUS** of the herein described centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at said North line and at the south line of the parcel being hereinabove described.

Easement 2:

A non-exclusive easement for pole line, overhead utilities and all appurtenances thereto, on, over, under and across all that real property situate in the County of Yuba, State of California, being a portion of the Southeast one-quarter of the Southeast one-quarter of the Southwest one-quarter (SE¼ of the SE¼ of the SW¼) of Section 9, Township 17 North, Range 7 East, Mount Diablo Meridian, and being described as follows:

A strip of land, 50 feet wide, lying 25 feet on each side of the following described centerline:

COMMENCING at the South one-quarter corner of said Section 9;

Thence along the East line of said SE¼ of the SE¼ of the SW¼ of Section 9, North 02°07'05" West 187.94 feet;

Thence leaving said East line, South 87°52'55" West 259.81 feet;

Thence South 65°06'54" West 130.67 feet to the **TRUE POINT OF BEGINNING** of said centerline;

Thence North 65°05'16" East 287.66 feet to a point on the West line of said SE¼ of the SE¼ of the SW¼ of Section 9, said point being the **TERMINUS** of the herein described centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at said West line and at the southeast line of the parcel being hereinabove described.

Easement 3:

A non-exclusive easement for pole line, overhead utilities and all appurtenances thereto, on, over, under and across all that real property situate in the County of Yuba, State of California, being a portion of the Southeast one-quarter of the Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 9, Township 17 North, Range 7 East, Mount Diablo Meridian, and being described as follows:

A strip of land, 50 feet wide, lying 25 feet on each side of the following described centerline:

COMMENCING at the South one-quarter corner of said Section 9;

Thence along the East line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, North 02°07'05" West 187.94 feet;

Thence leaving said East line, South 87°52'55" West 109.32 feet to the **TRUE POINT OF BEGINNING** of said centerline;

Thence North 23°17'51" West 86.03 feet;

Thence North 18°41'13" West 361.87 feet to a point on the North line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, said point being the **TERMINUS** of the herein described centerline.

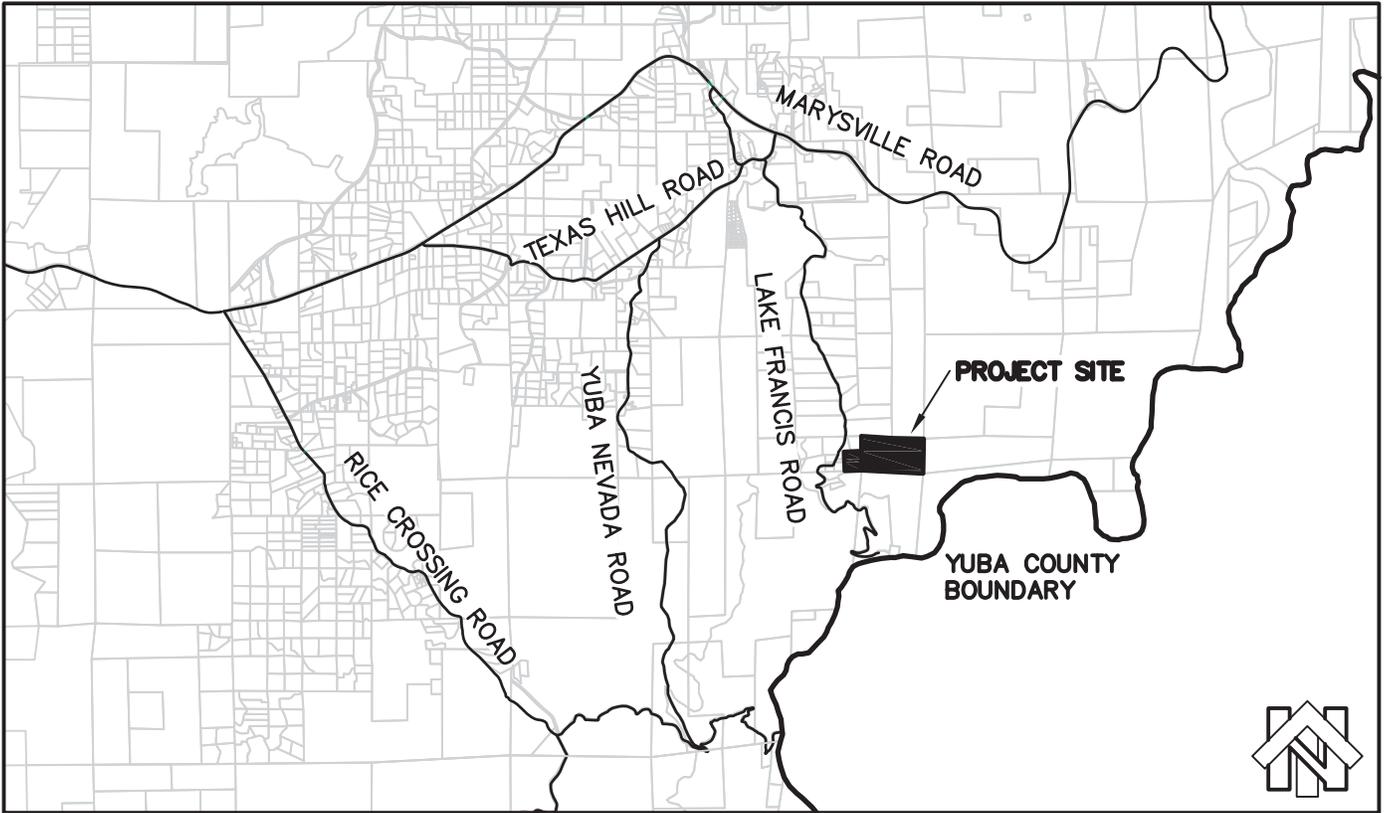
The sidelines of said strip shall be lengthened or shortened to terminate at said North line and at the south line of the parcel being hereinabove described.



Michael L. Mays, PLS 6967
NorthStar Engineering



Date: 7/24/19



NOTES

1. APNs: 048-200-009 GP: NR ZONING: RPR & PF
 048-200-010 GP: NR ZONING: RPR
2. OWNERS: PACIFIC GAS & ELECTRIC YUBA WATER AGENCY
 P.O. BOX 997300 1220 F STREET
 SACRAMENTO, CA 95899 MARYSVILLE, CA 95901
3. SURVEYOR: NORTHSTAR
 MIKE L. MAYS, PLS 6967
 111 MISSION RANCH BLVD., STE 100
 CHICO CA, 95926
 (530)893-1600

LEGEND

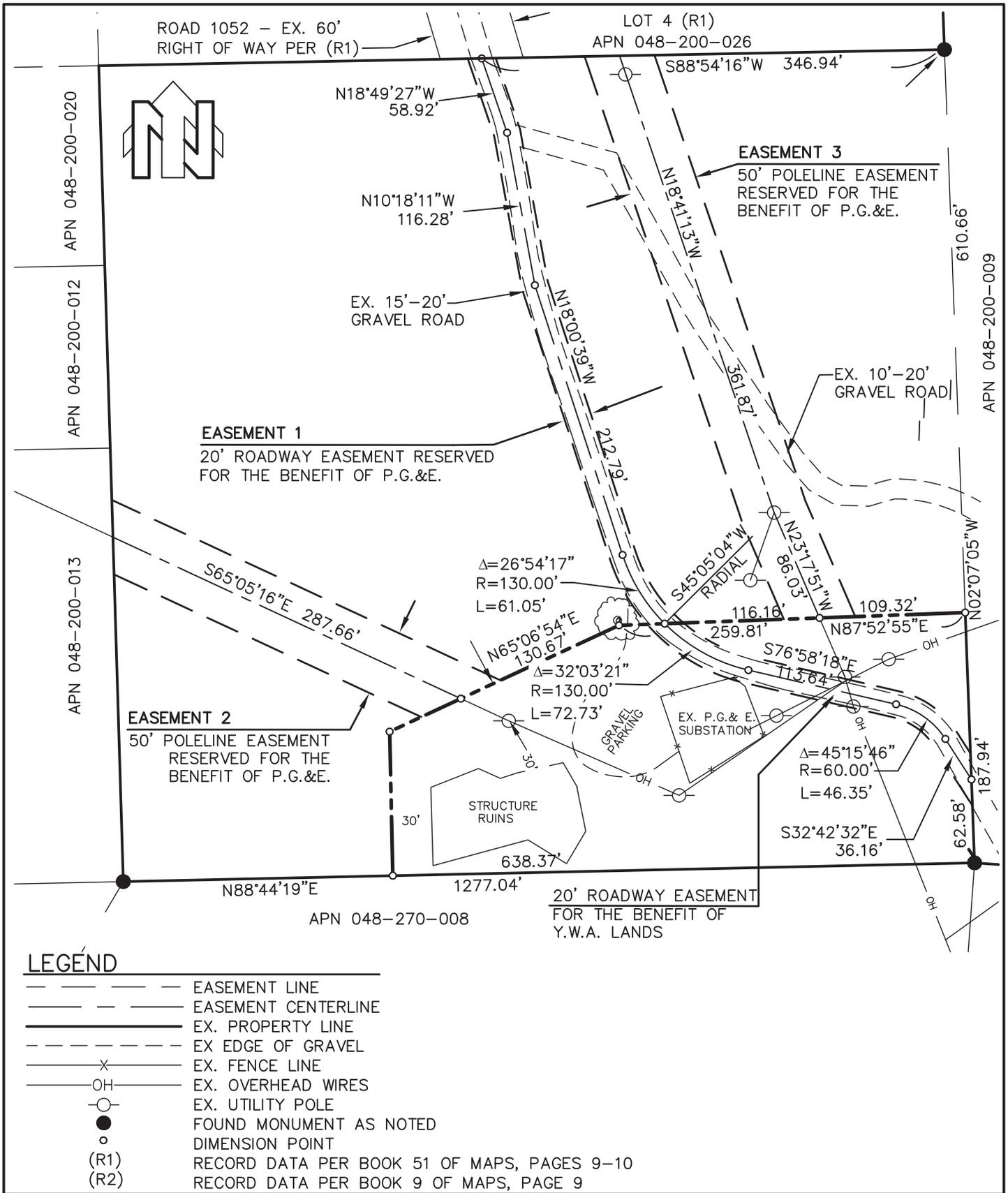
- 038-210-024 ASSESSOR'S PARCEL NUMBER
- EXISTING PARCEL LINE
- NEW PROPERTY LINE
- ADJOINING PARCEL LINE
- NEW EASEMENT
- FOUND MONUMENT AS NOTED
- CALCULATED POINT NOTHING FOUND OR SET
- (R1) INDICATES RECORD DATA PER BOOK 51 OF MAPS, PAGE 10
- (R2) INDICATES RECORD DATA PER BOOK 9 OF MAPS, PAGE 9



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
 PHONE: (530) 893-1600 www.northstareng.com

EXHIBIT D-3
LOT LINE ADJUSTMENT
YUBA WATER AGENCY
P.G.&E. DOBBINS SUBSTATION

| | |
|-------------|-----------|
| SCALE: | 1" = 200' |
| JOB NO.: | 15-247 |
| DATE: | 7/19/19 |
| DRAWN BY: | TDA |
| CHECKED BY: | MLM |
| SHEET NO.: | 1 OF 3 |



LEGEND

- EASEMENT LINE
- EASEMENT CENTERLINE
- EX. PROPERTY LINE
- EX EDGE OF GRAVEL
- EX. FENCE LINE
- OH --- EX. OVERHEAD WIRES
- EX. UTILITY POLE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- (R1) RECORD DATA PER BOOK 51 OF MAPS, PAGES 9-10
- (R2) RECORD DATA PER BOOK 9 OF MAPS, PAGE 9



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
 PHONE: (530) 893-1600 www.northstareng.com

**EXHIBIT D-3
 EASEMENT EXHIBIT**

**LOT LINE ADJUSTMENT
 YUBA WATER AGENCY
 P.G.&E. DOBBINS SUBSTATION**

SCALE: 1" = 100'

JOB NO.: 15-247

DATE: 7/19/19

DRAWN BY: MLM

CHECKED BY:

SHEET NO.:

3 OF 3

EXHIBIT E
Form of PG&E to YCWA Colgate Powerhouse Site Easement Agreement

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
Pacific Gas and Electric Company)
Land Services Office)
2730 Gateway Oaks Dr., Suite 220)
Sacramento, CA 95833)
)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

[Conveyance to local government agency -- exempt from recording fees (Government Code sections 6103 & 27383)]

PG&E TO YCWA COLGATE POWERHOUSE SITE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2020 (the “**Effective Date**”) by and between Yuba County Water Agency, a local government agency (“**Agency**”), and Pacific Gas and Electric Company, a California corporation (“**PG&E**”), who agree as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. Agency owns and operates the Yuba River Development Project (Federal Energy Regulatory Commission Project No. 2246), which includes the Colgate Powerhouse, related structures and facilities, and associated real property (Yuba Co. APNs 048-270-009 & -010) on the Yuba River in the County of Yuba, which is more particularly described on the attached Exhibit 1 (the “**Colgate Powerhouse Site**”). PG&E owns and uses a 1.83-acre parcel of land (APN 048-270-011) located within the Colgate Powerhouse Site, which is more particularly described on the attached Exhibit 2 (the “**PG&E Parcel**”).

1.2. Agency and PG&E are parties to a Power Purchase Contract dated May 13, 1966, as amended, which expired on April 30, 2016. Until April 30, 2016, PG&E generally had been responsible for Colgate Powerhouse operation and maintenance under the terms of that contract. Starting May 1, 2016, Agency assumed the primary responsibility for the operation and maintenance of the Colgate Powerhouse. However, PG&E continues to own the PG&E Parcel and it will continue to operate and maintain a switchyard and other equipment on the PG&E Parcel and elsewhere on the Colgate Powerhouse Site.

1.3. Agency desires to continue to use certain portions of the PG&E Parcel for various uses as described in this Agreement. PG&E agrees to grant permanent easements to Agency for these uses, on and subject to the terms and conditions of this Agreement.

2. Grant of Easements

2.1. PG&E Parcel Easements. PG&E grants to Agency non-exclusive easements in, over, under, upon and across the PG&E Parcel in the areas depicted on the attached Exhibit 3 for the following uses:

A. The right to install, operate, maintain, repair, inspect, reconstruct, modify, remove, and replace those underground electrical and communications utilities and conduits located in the PG&E/Agency utility trenches across the PG&E Parcel shown on Exhibit 3 as the 10' Underground Utilities Easement (Comm. and Elec.) and the Underground Comm. Easement.

B. The right to operate, maintain, repair, and inspect, modify, remove, and replace the existing back-up sewer pipeline and leach line located under the PG&E Parcel in the area as shown on Exhibit 3 as the 10" Sanitary Sewer Easement; provided, however, such pipeline and leach line shall not be reconstructed or replaced without Agency first obtaining written approval from PG&E, which approval shall not be unreasonably withheld. Agency shall provide PG&E with an opportunity to review and comment on the reconstruction or replacement plans.

C. The right to install, operate, maintain, repair, inspect, reconstruct, modify, remove, and replace the existing electric and communication poles and overhead and underground electric, communication lines and solar panel as shown on Exhibit 3 as the 10' Overhead Communication Line Easement and the 10' Overhead and Underground Elec. Easement.

D. The right of vehicular and pedestrian access on and over the area identified as the Access Easement as shown on Exhibit 3.

The easements described in Section 2.1 will be referred to as the "Easements".

2.2. Easement Appurtenant; Successors and Assigns. The Easements are appurtenant to and will benefit the Colgate Powerhouse Site and APN 048-200-009. This Agreement and the Easements will run with the PG&E Parcel, will burden PG&E and any successor owner of the PG&E Parcel, and will benefit Agency and any successor owner of the Colgate Powerhouse Site and APN 048-200-009.

2.3. Other Rights. The rights under this Agreement may be exercised by Agency and any of its authorized employees, agents, contractors, or invitees at any time as may be necessary or convenient for the authorized purposes. The Easements include the rights to (a) temporarily use PG&E's lands contiguous to the Easements as may be reasonably necessary during construction-related activities, and (b) trim, cut down, clear away or remove any trees, brush, roots or other vegetation within the Easements that now or in the future may obstruct or interfere with the use of the Easements. Agency will be responsible for removing, transporting and disposing of any refuse wood and other debris in accordance with applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws.

2.4. No Warranty. Agency accepts the Easements in their existing physical conditions, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easements. Agency shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees. Nothing in this Agreement obligates PG&E to provide additional land or modify or expand the capacity of any of its equipment or systems to accommodate an Agency modification or improvement.

3. PG&E's Reservation of Rights.

PG&E reserves the right in its reasonable discretion to restrict access to the Easements or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to any PG&E facilities within or in the vicinity of the Easements. PG&E also reserves the right to make use of the areas affected by the Easements for any purposes which will not unreasonably interfere with Agency's full enjoyment of said Easements.

4. Agency's Obligations and Limitations.

4.1. Use of Easements. Agency will not use or permit the Easements to be used for any purpose other than those described in this Agreement. Agency will not maintain, commit or permit the maintenance or commission of any nuisance, waste or illegal activities in or on the Easements. Agency at its sole cost and expense will keep and maintain the Easements in good, safe, sanitary and clean condition and repair. Agency will be responsible for the operation, maintenance, repair and replacement of its equipment, facilities and improvements located within the Easements. In using the Easements, Agency will not interfere in any way or permit any interference with the use of the PG&E Parcel by PG&E. Interference shall include, but not be limited to, any activity by Agency that places any of the gas, electric or hydro-electric facilities maintained by PG&E in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), and 128 (Underground Electric) of the California Public Utilities Commission or to any other Legal Requirements (as defined in Section 4.4) under which the operations of utility facilities are controlled or regulated.

4.2. Construction and Maintenance of Improvements. Agency at its sole cost and expense shall be responsible to construct and maintain such improvements in the Easements as may be necessary or appropriate for Agency's permitted uses as specified in Sections 2 and 4.1. All construction and maintenance relating to improvements in the Easements will be performed in a good and workmanlike manner, and will comply with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for the work. Once Agency commences any improvement work, it will diligently prosecute the work through to completion. Agency shall keep the PG&E Parcel free and clear from any and all liens, stop notices, claims and demands for work performed, materials furnished, or operations conducted on the Easements. Agency shall indemnify and hold PG&E and the PG&E Parcel free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any work performed,

material furnished, or obligations incurred by Agency, in, upon, about or otherwise in connection with the Easements.

4.3. Coordination. Agency agrees to coordinate all activities regarding the Easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement areas and PG&E's adjoining lands. Agency agrees to comply with any lawful requirements, orders, rules, regulations, or decisions of any regulatory or governmental agency concerning or affecting Agency's use of the Easements when notified or requested to do so by PG&E, its employees, agents or representatives. On July 7, 2020, PG&E and Agency entered into that certain Amended and Restated Colgate/Narrows/Oregon Peak Shared Facility and Site Operations Agreement. During the term of that agreement, it will apply to Agency's use of the Easements.

4.4. Compliance with Laws. Agency will comply with and implement all applicable federal, state and local codes, statutes, rules, regulations, ordinances, other laws, orders, agreements, permits, licenses, authorizations, certifications, and other entitlements or approvals (as the same may be amended, supplemented or reissued from time to time) relating to the Easements and Agency's use of the Easements, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Materials (as defined in Section 5), or relating to the control of rodents, other vermin or noxious weeds on the Easements, or to health, safety, noise, environmental protection, air quality or water quality (collectively, "**Legal Requirements**"), insofar as they relate to the use or occupancy of the Easements by Agency. Agency also must possess, maintain and comply with all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for it to use the Easements. Agency shall provide to PG&E its spill prevention control and countermeasure plan relating to Agency's oil-filled equipment located on the Easements and any updates or changes to the plan.

4.5. Reconstruction of Improvements. Agency shall not reconstruct or replace facilities or improvements in, on, under or over the Easements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Any reconstruction or replacement of facilities or improvements shall be limited in scope to substantially the same function, size and capacity as the existing facilities and improvements. Agency shall submit plans for the reconstruction or replacement of any facilities within the Easements to PG&E for its written approval at the address specified in Section 8.10. The replacement plan preparation and PG&E consent requirements shall not apply to the replacement of cables, wires, or pipes (of like sizes) within the Easements.

4.6. Taxes. If and to the extent that ad valorem real property taxes assessed against the Easements are increased as a result of Agency's use of the Easements, Agency shall be responsible for payment of the increased amount thereof. Agency shall be responsible for payment of any taxes, assessments and other charges levied or imposed by any governmental entity on the Agency-owned equipment, furnishings or other personal property placed in or on the Easements (the "Agency-Owned Equipment"). All such taxes, assessments and charges will be paid as they become due and payable and before they become delinquent.

5. Hazardous Materials.

5.1. Use of Hazardous Material. Agency agrees that it will not permit any of its employees, agents, contractors or invitees to, use, store, dispose, release, handle or otherwise manage any Hazardous Material on the Easements, except as done in connection with the use, operation, maintenance, construction or repair of the Easements and in compliance with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permit, license, authorization, certification, and other entitlement or approval requirements. Agency shall provide PG&E with an inventory listing the names and quantities of any Hazardous Material it brings onto the Easements together with copies of the safety data sheets (formerly known as material safety data sheets) for each such Hazardous Material. Agency will update the inventory and safety data sheets prior to bringing any new Hazardous Material on site. Agency may not store unused Hazardous Materials on a long-term basis on the Easements without PG&E's written permission. "Brings onto" does not include existing patterns of Agency parking, staging, ingress and egress.

5.2. Notice by Agency. In the event of any release or spill of any Hazardous Material in or around the Easements, or receipt of any notice, demand, claim or order received by Agency from any governmental agency pertaining to Hazardous Material that may affect the Easements, Agency within five days of such occurrence (or immediately in case of imminent threat of injury to life or property) will notify PG&E about the occurrence. Agency also will notify and prepare and submit reports to appropriate federal and state governmental agencies and take other measures to respond to the violation as may be required of it by applicable federal, state or local codes, statutes, rules, regulations, ordinances or other laws.

5.3. Environmental Indemnity. Agency will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless PG&E and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with (a) Agency's breach or violation of any Agreement covenant or prohibition concerning Hazardous Material, or (b) the activities, acts or omissions of Agency, its employees, agents, contractors or invitees relating to the handling, storage, use or release of any Hazardous Material on or affecting the Easements, whether such condition, liability, loss, damage, cost, penalty, fine or expense is discovered before or after the termination of this Agreement. This indemnification supplements and in no way limits the scope of the general indemnification set forth in Section 6. This indemnification provision shall survive the termination of this Agreement regarding any occurrence or event occurring prior to the termination.

5.4. Definition. "**Hazardous Material**" means any (a) substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import) in any federal or state statute or regulation, (b) oil, gasoline, or other petroleum product, (c) explosive material, or (d) any other chemical substance or material that is prohibited, limited or regulated under any federal, state or local code, statute, rule, regulation, ordinance, other law, permit, or license regulating or imposing liability or

standards concerning materials or substances known or suspected to be toxic or hazardous to health, safety, or the environment.

6. Indemnity and Release.

6.1. Agency will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless PG&E and its officers, employees and agents from and against any and all claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) Agency's entry upon or use of the Easements; (b) Agency's operation, maintenance, repair or replacement of the Agency-Owned Equipment; (c) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by some act or omission of Agency or an Agency employee, agent, contractor or invitee; or (d) Agency's failure to perform or otherwise comply with any provision of this Agreement.

6.2. Agency waives, releases, discharges and promises not to sue PG&E, or its officers, employees and agents, from and for any and all claim, liability, loss, damage, expense, fine, penalty, or cost arising out of or in connection with (a) damage to or destruction of any Agency-Owned Equipment or other Agency equipment or personal property used in connection with the Easements, or (b) any injury to or death of any Agency employee, contractor or invitee while on the PG&E Parcel.

6.3. However, the foregoing indemnity, waiver and release will not apply to the extent that any loss or damage was caused by the sole negligence or willful misconduct of PG&E.

6.4. Agency agrees to promptly repair (including replacement if necessary) any damage to PG&E property, structure, building, equipment or improvement resulting from or caused by use of the Easements by Agency or its employee, agent, contractor, or invitee.

6.5. Agency shall procure and maintain in effect at all times during the term of the Agreement, the insurance specified in Exhibit 4, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time to provide coverages and limits that are commercially reasonable in light of the applicable circumstances (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. For so long as Agency is an agency or instrumentality of the State of California or any political subdivision thereof, then Agency may elect to self-insure for any or all of the required coverage. If Agency is permitted to self-insure hereunder and elects to do so, Agency shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by Agency from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Agency shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. Agency is also

responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Agency, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Agency, provided the coverages and limits required by Agency are commercially reasonable in light of applicable circumstances).

7. Abandonment; Termination.

In the event Agency abandons any improvements maintained in part of the Easements hereunder, the easement associated with those improvements shall terminate. With the exception of the backup sewer main and leach field underneath the PG&E Parcel (which is used only when the sewer system is not working properly), the non-use of such improvements for a continuous period of two (2) years shall be conclusive evidence of such abandonment. Upon any termination of any portion of the Easements, Agency shall remove, at no cost to PG&E, such of Agency's improvements installed pursuant to this Agreement as PG&E may specify. Upon any termination of any portion of the Easements by abandonment, Agency shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate that portion of this Agreement as an encumbrance on the title to the Easements.

8. General Provisions.

8.1. Entire Agreement. The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

8.2. Building Restriction. PG&E shall not erect or construct any building or other structure or drill or operate any well, or construct any reservoir or other obstruction within said Easements, or diminish or substantially add to the ground cover in said Easements, or construct any fences that will interfere with the maintenance and operation of the Agency-owned Equipment, or access to Agency facilities.

8.3. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

8.4. Assignment. This Agreement and the rights of Agency hereunder are appurtenant to the Colgate Powerhouse Site and the adjoining parcel to the east of the Dobbins Property known as APN 048-200-009, and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

8.5. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public.

8.6. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby, by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Agency further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Agency hereby waives all claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (Disposition Letter Advice Letter Decision _____), in like manner as though said provisions were set forth in full herein.

8.7. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

8.8. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

8.9. Amendment. This Agreement may be modified or amended only by a later writing approved and signed by all parties. Amendment by Agency requires the approval of its Board of Directors at a noticed public meeting.

8.10. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, or (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

| | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Agency: | PG&E: |
| General Manager Yuba County Water Agency 1220 F Street Marysville, CA 95901 | Pacific Gas and Electric Company 245 Market Street, N10A, Room 1015 P.O. Box 770000 San Francisco, CA 94177 |

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, or (c) on the date of delivery as shown on the overnight courier service receipt. Any party may change its contact information by notifying the other party(ies) of the change in the manner provided above.

8.11. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

YUBA COUNTY WATER AGENCY

PACIFIC GAS AND ELECTRIC COMPANY

Dated: _____

Dated: _____

By: _____
Nicholas Whittlesey, Jr.
General Manager

By: _____
Aimee Crawford
Director, Land Management

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "1"
LOT LINE ADJUSTMENT
YUBA WATER AGENCY
RESULTANT PARCEL

All that real property situate in County of Yuba, State of California, described as follows:

The south half of the southeast quarter of Section 9 and the portion of the east half of Section 16 lying on the northerly side of the thread of the Yuba River, all within Township 17 North, Range 7 East, Mount Diablo Meridian.

EXCEPTING THEREFROM that portion of said east half of Section 16 described as follows:

BEGINNING at the northwest corner of that 3.857 acre parcel of land described as an exception to Parcel One in that grant from Pacific Gas and Electric to Yuba County Water Agency, recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County, said northwest corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence along the west line of said parcel, South 08°00'57" West 168.39 feet; Thence leaving said west line, South 81°59'03" East 63.05 feet; Thence South 69°05'45" East 16.79 feet; Thence South 34°49'19" East 19.51 feet; Thence South 55°10'41" West 29.14 feet; Thence North 31°47'31" West 26.10 feet; Thence South 89°44'30" West 10.82 feet; Thence South 00°15'30" East 31.77 feet; Thence North 89°44'30" East 10.66 feet; Thence South 07°23'20" East 28.74 feet; Thence North 82°36'40" East 69.87 feet; Thence South 83°12'43" East 221.28 feet to a point on the east line of said parcel, said point bears along said east line, South 10°00'57" West 222.21 feet from the northeast corner of said parcel, said northeast corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence leaving said east line, South 83°12'43" East 23.20 feet; Thence North 08°42'22" East 46.18 feet; Thence South 81°38'00" East 42.23 feet; Thence North 08°22'00" East 15.00 feet; Thence North 81°38'00" West 48.19 feet; Thence North 28°13'14" West 15.66 feet; Thence North 79°59'03" West 6.02 feet to a point on said east line; Thence along said east line, North 10°00'57" East 147.61 feet to said northeast corner of said parcel; Thence along the north line of said parcel, North 81°59'03" West 363.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch 2010.000. The distances contained herein are Grid distances. Divide Grid distances by 0.99987413 to obtain Ground distances.



Michael L. Mays, PLS 6967
NorthStar



Date: 7/24/19

EXHIBIT "2"
LOT LINE ADJUSTMENT
PACIFIC GAS AND ELECTRIC
RESULTANT PARCEL

All that real property situate in County of Yuba, State of California, and being a portion of the east half of Section 16, Township 17 North, Range 7 East, Mount Diablo Meridian, described as follows:

BEGINNING at the northwest corner of that 3.857 acre parcel of land described as an exception to Parcel One in that grant from Pacific Gas and Electric to Yuba County Water Agency, recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County, said northwest corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence along the west line of said parcel, South 08°00'57" West 168.39 feet; Thence leaving said west line, South 81°59'03" East 63.05 feet; Thence South 69°05'45" East 16.79 feet; Thence South 34°49'19" East 19.51 feet; Thence South 55°10'41" West 29.14 feet; Thence North 31°47'31" West 26.10 feet; Thence South 89°44'30" West 10.82 feet; Thence South 00°15'30" East 31.77 feet; Thence North 89°44'30" East 10.66 feet; Thence South 07°23'20" East 28.74 feet; Thence North 82°36'40" East 69.87 feet; Thence South 83°12'43" East 221.28 feet to a point on the east line of said parcel, said point bears along said east line, South 10°00'57" West 222.21 feet from the northeast corner of said parcel, said northeast corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence leaving said east line, South 83°12'43" East 23.20 feet; Thence North 08°42'22" East 46.18 feet; Thence South 81°38'00" East 42.23 feet; Thence North 08°22'00" East 15.00 feet; Thence North 81°38'00" West 48.19 feet; Thence North 28°13'14" West 15.66 feet; Thence North 79°59'03" West 6.02 feet to a point on said east line; Thence along said east line, North 10°00'57" East 147.61 feet to said northeast corner of said parcel; Thence along the north line of said parcel, North 81°59'03" West 363.00 feet to the **POINT OF BEGINNING**.

Containing 1.83 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch 2010.000. The distances contained herein are Grid distances. Divide Grid distances by 0.99987413 to obtain Ground distances.


Michael L. Mays, PLS 6967
NorthStar



Date: 7/24/19

APN: 048-270-011

EXHIBIT "2"
Page 1 of 1



FD 5/8" REBAR WITH
1 1/2" ALUMINUM CAMP
STAMPED "PG&E CO."

FD 5/8" REBAR WITH
1 1/2" ALUMINUM CAMP
STAMPED "PG&E CO."

YUBA COUNTY
WATER AGENCY
APN 048-270-009

YUBA COUNTY
WATER AGENCY
APN 048-270-010

PG&E
APN 048-270-011

1) 10' OVERHEAD
AND UNDERGROUND
ELEC. EASEMENT

4) 10' OVERHEAD COMMUNICATION
LINE EASEMENT

3) 10' UNDERGROUND UTILITIES
EASEMENT (COMM. AND ELEC.)

4) UNDERGROUND
COMM. EASEMENT

2.5'

6.0'

PROPOSED LOT LINE

2) ACCESS EASEMENT

ADMIN
BUILDING

10) 10' SANITARY SEWER
EASEMENT

OLD LOT LINE

OLD LOT LINE

YUBA RIVER

APN 011-300-200

LEGEND

- EXISTING PARCEL BOUNDARY
- PROPOSED LOT LINE
- OLD LOT LINE
- x — x — EXISTING CHAIN LINK FENCE
- - - - - EXISTING BUILDING LINE
- - - - - PROPOSED EASEMENT

NOTES:

1. 10' STRIP EASEMENTS SHOWN HEREON ARE TO BE CENTERED ON EXISTING FACILITIES.
2. THE ACCESS EASEMENT IS INTENDED TO BE ALONG THE EXISTING AC PAVEMENT, THE NORTHEASTERLY TERMINUS BEING THE SOUTHERLY PROLONGATION OF THE ADJOINING NORTHEASTERLY LINE OF THE YWA PARCEL.



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

EXHIBIT 3
EASEMENT PLAT
P.G.&E. TO YUBA WATER AGENCY
COLGATE SWITCH YARD

| | |
|-------------|-----------|
| SCALE: | 1" = 100' |
| JOB NO.: | 15-247 |
| DATE: | 7/24/19 |
| DRAWN BY: | TDA |
| CHECKED BY: | MLM |
| SHEET NO.: | |

EXHIBIT 4

INSURANCE REQUIREMENTS

Agency shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Agency is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate for bodily injury, property damage and personal injury liability. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than Two Million Dollars (\$2,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Agency shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

Pacific Gas and Electric Company
Insurance Department - B24H
Post Office Box 770000
San Francisco, California 94177

4. Upon request, Agency shall furnish PG&E evidence of insurance for its agents or contractors.

PG&E may inspect the original policies or require complete certified copies at any time.

EXHIBIT F
Form of YCWA to PG&E Colgate Powerhouse Site Easement Agreement

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
Pacific Gas and Electric Company)
Land Services Office)
2730 Gateway Oaks Dr., Suite 220)
Sacramento, CA 95833)
)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

YCWA TO PG&E COLGATE POWERHOUSE SITE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2020 (the “**Effective Date**”) by and between Yuba County Water Agency, a local government agency (“**Agency**”), and Pacific Gas and Electric Company, a California corporation (“**PG&E**”), who agree as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. Agency owns and operates the Yuba River Development Project (Federal Energy Regulatory Commission Project No. 2246), which includes the Colgate Powerhouse, related structures and facilities, and associated real property (APNs 048-270-009 & -010) on the Yuba River in the County of Yuba, which is more particularly described on the attached Exhibit 1 (the “**Colgate Powerhouse Site**”). PG&E owns and uses a 1.83-acre parcel of land (APN 048-270-011) located within the Colgate Powerhouse Site, which is more particularly described on the attached Exhibit 2 (the “**PG&E Parcel**”). After April 30, 2016, PG&E continues to own and use the PG&E Parcel.

1.2. Agency and PG&E are parties to a Power Purchase Contract dated May 13, 1966, as amended, which expired on April 30, 2016. Until April 30, 2016, PG&E generally had been responsible for Colgate Powerhouse operation and maintenance under the terms of that contract. Starting May 1, 2016, Agency assumed the primary responsibility for the operation and maintenance of the Colgate Powerhouse. However, PG&E continues to own the PG&E Parcel and it will continue to operate and maintain a switchyard and other equipment on the PG&E Parcel and elsewhere on the Colgate Powerhouse Site.

1.3. The PG&E Parcel is located within the central part of the Colgate Powerhouse Site. The Colgate Powerhouse Site must be crossed to access PG&E facilities within the Agency Colgate Administration and Maintenance Shop Building located to the east of the parcel. PG&E desires to continue to use portions of the Colgate Powerhouse Site for various uses after April 30, 2016 as described in this Agreement. Agency agrees to grant permanent easements to PG&E for these uses, on and subject to the terms and conditions of this Agreement.

1.4. PG&E reserved a right of way and easement for a road for ingress to and egress from the PG&E Parcel as described in the grant deed from PG&E to Agency dated September 4, 1968 and recorded in Book 476 of Official Records at Page 352, Yuba County Records.

2. Grant of Easements

2.1. Colgate Powerhouse Site Non-Exclusive Easement. Agency hereby grants to PG&E a non-exclusive easement on, over, under and within that portion of the Colgate Powerhouse Site described on Exhibit 3 and depicted on Exhibit 3-A, attached hereto and made a part hereof, and for the right:

A. To construct (including related excavation), install, operate, maintain, improve, repair, reconstruct, rearrange, replace (with like sizes or types) and remove, at any time and from time to time, certain facilities, transformers, equipment and structures, apparatus and equipment, wires, and cables, including both underground and overhead ground wires, as PG&E shall from time to time deem necessary for the transmission, transformation and regulation of electric energy as described on Exhibit 3 and shown on Exhibit 3-A.

2.2. Colgate Powerhouse Site Electric Transmission Easement. Agency hereby grants to PG&E an easement on, over, and within that portion of the Colgate Powerhouse Site depicted on the attached Exhibit 4 as the 130' Electric Transmission Easement, and for the right:

A. To erect, construct, reconstruct, replace, remove, maintain and use lines of poles with such wires and cables as PG&E shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables, together with a right of way, on, along and in all of the hereinbefore described easement.

2.3. Colgate Powerhouse Site Easements. Agency grants to PG&E easements in, over, under, upon and across those portions of the Colgate Powerhouse Site in the areas depicted on the attached Exhibit 4 for the following uses:

A. Vehicular and pedestrian access over the areas depicted on Exhibit 4 as Access Easement, 15' Access Easement, and 10' Access Easement.

B. The right to operate, maintain, repair, inspect, reconstruct, modify, remove, and replace the existing underground electrical, communications and conduits located in the PG&E/Agency shared utility trenches or the new PG&E trench across the Colgate Powerhouse Site and depicted on Exhibit 4 as the 10' Underground Electric Easement..

C. The right to operate, maintain, repair, inspect, reconstruct, modify, remove, and replace the existing underground drainage pipeline that flows from the PG&E Parcel to an

outfall pipe that discharges to the Yuba River and as depicted on Exhibit 4 as the 10' Drainage Easement.

D. Colgate Powerhouse Site Staging Area Easement. Subject to Agency's written approval, which approval shall not be unreasonably withheld, the right to use the Colgate Powerhouse Site as a staging, laydown and temporary work area, for the maintenance, repair, replacement, reconstruction, rearrangement or improvement of the facilities within the PG&E Parcel. Said staging area shall not unreasonably interfere with Grantor's use of the Colgate Powerhouse Site.

2.4. Parking Easement. Agency grants to PG&E an easement for PG&E to temporarily park vehicles in the existing vehicle parking areas on the Colgate Powerhouse Site in the same location and in the same manner as Agency employees and subject to reasonable parking-related regulations as may be adopted by Agency and made applicable to Agency employees and PG&E staff.

The easements described in Sections 2.1, 2.2, 2.3 and 2.4 will be referred to collectively as the "Easements".

2.5. Easement Appurtenant; Successors and Assigns. The Easements are appurtenant to and will benefit the PG&E Parcel. This Agreement and the Easements will run with the Colgate Powerhouse Site, will burden Agency and any successor owner of the Colgate Powerhouse Site, and will benefit PG&E and any successor owner of the PG&E Parcel.

2.6. Other Rights. The rights under this Agreement may be exercised by PG&E and any of its authorized employees, agents, contractors, or invitees at any time as may be necessary or convenient for the authorized purposes. The Easements include the rights to (a) temporarily use Agency's lands contiguous to the Easements as may be reasonably necessary during construction-related and maintenance activities, and (b) trim, cut down, clear away or remove any trees, brush, roots or other vegetation within the Easements that now or in the future may obstruct or interfere with the use of the Easements. PG&E will be responsible for removing, transporting and disposing of any refuse wood and other debris in accordance with applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws. However, PG&E operation of and work on its equipment will be undertaken and performed within the area of the Easements and PG&E will not utilize additional land, floor space, or control board space without prior written consent of Agency. Nothing in this Agreement obligates Agency to provide additional land or modify or expand the capacity of any of its equipment or systems to accommodate a PG&E modification or improvement.

2.7. No Warranty. PG&E accepts the Easements in their existing physical conditions, without warranty by Agency or any duty or obligation on the part of Agency to maintain the Easements. PG&E shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees.

3. Agency's Reservation of Rights.

Agency reserves the right in its reasonable discretion to restrict access to the Easements or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with Agency's response thereto, or if emergency repairs or maintenance are required to any Agency facilities within or in the vicinity of the Easements. Agency also reserves the right to make use of the areas affected by the Easements for any purposes which will not unreasonably interfere with PG&E's full enjoyment of said Easements.

4. PG&E's Obligations and Limitations.

4.1. Use of Easements. PG&E will not use or permit the Easements to be used for any purpose other than those described in this Agreement. PG&E will not maintain, commit or permit the maintenance or commission of any nuisance, waste or illegal activities in or on the Easements. PG&E at its sole cost and expense will keep and maintain the Easements in good, safe, sanitary and clean condition and repair. PG&E will be responsible for the operation, maintenance, repair and replacement of its equipment, facilities and improvements located within the Easements. In using the Easements, PG&E will not interfere in any way or permit any interference with the use of the Colgate Powerhouse Site.

4.2. Construction and Maintenance of Improvements. PG&E at its sole cost and expense shall be responsible to construct and maintain such improvements in the Easements as may be necessary or appropriate for PG&E's permitted uses as specified in Sections 2 and 4.1. All construction and maintenance relating to improvements in the Easements will be performed in a good and workmanlike manner, and will comply with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for the work. Once PG&E commences any improvement work, it will diligently prosecute the work through to completion. PG&E shall keep the Colgate Powerhouse Site free and clear from any and all liens, stop notices, claims and demands for work performed, materials furnished, or operations conducted on the Easements. PG&E shall indemnify and hold Agency and the Colgate Powerhouse Site free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any work performed, material furnished, or obligations incurred by PG&E, in, upon, about or otherwise in connection with the Easements.

4.3. Coordination. PG&E agrees to coordinate all activities regarding the Easements granted herein to reasonably minimize any interference and inconvenience with the use by Agency of the Easement areas and Agency's adjoining lands. PG&E agrees to comply with any lawful requirements, orders, rules, regulations, or decisions of any regulatory or governmental agency concerning or affecting PG&E's use of the Easements when notified or requested to do so by Agency, its employees, agents or representatives. On July 7, 2020, PG&E and Agency entered into that certain Amended and Restated Colgate/Narrows/Oregon Peak Shared Facility and Site Operations Agreement. During the

term of that agreement (and as it may be amended), it will apply to PG&E's use of the Easements.

4.4. Compliance with Laws. PG&E will comply with and implement all applicable federal, state and local codes, statutes, rules, regulations, ordinances, other laws, orders, agreements, permits, licenses, authorizations, certifications, and other entitlements or approvals (as the same may be amended, supplemented or reissued from time to time) relating to the Easements and PG&E's use of the Easements, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Materials (as defined in Section 5), or relating to the control of rodents, other vermin or noxious weeds on the Easements, or to health, safety, noise, environmental protection, air quality or water quality (collectively, "**Legal Requirements**"), insofar as they relate to the use or occupancy of the Easements by PG&E. PG&E also must possess, maintain and comply with all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for it to use the Easements. PG&E shall provide to Agency its spill prevention control and countermeasure plan relating to PG&E's oil-filled equipment located on the Easements and any updates or changes to the plan.

4.5. Reconstruction of Improvements. PG&E shall not reconstruct or replace facilities or improvements in, on, under or over the Easements without the prior written consent of Agency, which consent shall not be unreasonably withheld, conditioned or delayed. Any reconstruction or replacement of facilities or improvements shall be limited in scope to substantially the same function, size and capacity as the existing facilities and improvements. PG&E shall submit plans for the reconstruction or replacement of any facilities within the Easements to Agency for its written approval at the address specified in Section 8.9. The replacement plan preparation and Agency consent requirements shall not apply to the replacement of cables or wires within the Easements.

4.6. Taxes. If and to the extent that ad valorem real property taxes assessed against the Easements are increased as a result of PG&E's use of the Easements, PG&E shall be responsible for payment of the increased amount thereof. PG&E shall be responsible for payment of any taxes, assessments and other charges levied or imposed by any governmental entity on the PG&E-owned equipment, furnishings or other personal property placed in or on the Easements (the "PG&E-Owned Equipment"). All such taxes, assessments and charges will be paid as they become due and payable and before they become delinquent.

5. Hazardous Materials.

5.1. Use of Hazardous Material. PG&E agrees that it will not permit any of its employees, agents, contractors or invitees to, use, store, dispose, release, handle or otherwise manage any Hazardous Material on the Easements, except as done in connection with the use, operation, maintenance, construction or repair of the Easements and in compliance with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permit, license, authorization, certification, and other entitlement or approval requirements. PG&E shall provide Agency with an inventory listing the names and quantities of any Hazardous Material it brings onto the Colgate Powerhouse Site together with copies of the safety data

sheets (formerly known as material safety data sheets) for each such Hazardous Material. PG&E will update the inventory and safety data sheets prior to bringing any new Hazardous Material on site. PG&E may not store unused Hazardous Materials on a long-term basis at the Colgate Powerhouse Site without Agency's written permission.

5.2. Notice by PG&E. In the event of any release or spill of any Hazardous Material in or around the Easements, or receipt of any notice, demand, claim or order received by PG&E from any governmental agency pertaining to Hazardous Material that may affect the Easements, PG&E within five days of such occurrence (or immediately in case of imminent threat of injury to life or property) will notify Agency about the occurrence. PG&E also will notify and prepare and submit reports to appropriate federal and state governmental agencies and take other measures to respond to the violation as may be required of it by applicable federal, state or local codes, statutes, rules, regulations, ordinances or other laws.

5.3. Environmental Indemnity. PG&E will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless Agency and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with (a) PG&E's breach or violation of any Agreement covenant or prohibition concerning Hazardous Material, or (b) the activities, acts or omissions of PG&E, its employees, agents, contractors or invitees relating to the handling, storage, use or release of any Hazardous Material on or affecting the Easements, whether such condition, liability, loss, damage, cost, penalty, fine or expense is discovered before or after the termination of this Agreement. This indemnification supplements and in no way limits the scope of the general indemnification set forth in Section 6. This indemnification provision shall survive the termination of this Agreement regarding any occurrence or event occurring prior to the termination.

5.4. Definition. "**Hazardous Material**" means any (a) substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import) in any federal or state statute or regulation, (b) oil, gasoline, or other petroleum product, (c) explosive material, or (d) any other chemical substance or material that is prohibited, limited or regulated under any federal, state or local code, statute, rule, regulation, ordinance, other law, permit, or license regulating or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health, safety, or the environment.

6. Indemnity and Release.

6.1. PG&E will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless Agency and its officers, employees and agents from and against any and all claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) PG&E's entry upon or use of the Easements; (b) PG&E's operation, maintenance, repair or replacement of the PG&E-Owned Equipment; (c) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by

some act or omission of PG&E or a PG&E employee, agent, contractor or invitee; or (d) PG&E's failure to perform or otherwise comply with any provision of this Agreement.

6.2. PG&E waives, releases, discharges and promises not to sue Agency, or its officers, employees and agents, from and for any and all claim, liability, loss, damage, expense, fine, penalty, or cost arising out of or in connection with (a) damage to or destruction of any PG&E-Owned Equipment or other PG&E equipment or personal property used in connection with the Easements, or (b) any injury to or death of any PG&E employee, contractor or invitee while on the Colgate Powerhouse Site.

6.3. However, the foregoing indemnity, waiver and release will not apply to the extent that any loss or damage was caused by the sole negligence or willful misconduct of Agency.

6.4. PG&E agrees to promptly repair (including replacement if necessary) any damage to Agency property, structure, building, equipment or improvement resulting from or caused by use of the Easements by PG&E or its employee, agent, contractor, or invitee.

6.5. PG&E shall procure and maintain in effect at all times during the term of the Agreement, the insurance specified in Exhibit 5, attached hereto and made a part hereof by this reference, provided that Agency reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time to provide coverages and limits that are commercially reasonable in light of the applicable circumstances (but Agency agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by Agency, and shall be written on forms and with insurance carriers acceptable to Agency. PG&E shall have the right to self insure with respect to any of the insurance requirements required under this Agreement. PG&E shall submit a letter of self-insurance signed by a duly authorized representative evidencing that PG&E's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement. If PG&E is permitted to self-insure hereunder and elects to do so, PG&E shall be liable to Agency for the full equivalent of insurance coverage which would have been available to Agency if all required insurance policies had been obtained by PG&E from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify Agency for all amounts which would have been payable by the third party insurer. In addition, PG&E shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. PG&E is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that PG&E, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of PG&E, provided the coverages and limits required by PG&E are commercially reasonable in light of applicable circumstances).

7. Abandonment; Termination.

In the event PG&E abandons any improvements maintained in part of the Easements hereunder, the easement associated with those improvements shall terminate. The non-use of such improvements for a continuous period of two (2) years shall be conclusive evidence of such abandonment. Upon any termination of any portion of the Easements, PG&E shall remove, at no cost to Agency, such of PG&E's improvements installed pursuant to this Agreement as Agency may specify. Upon any termination of any portion of the Easements by abandonment, PG&E shall execute, acknowledge and deliver to Agency a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to Agency, as may be reasonably necessary to eliminate that portion of this Agreement as an encumbrance on the title to the Easements.

8. General Provisions.

8.1. Entire Agreement. The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

8.2. Building Restriction. Except as depicted on the attached Exhibit 4, Agency shall not erect or construct any building or other structure or drill or operate any well, or construct any reservoir or other obstruction within said Easements, or diminish or substantially add to the ground cover in said Easements, or construct any fences that will interfere with the maintenance and operation of the PG&E facilities. Replacement of any existing structure within said Easements shall be limited to a height of 15 feet from the existing ground.

8.3. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

8.4. Assignment. This Agreement and the rights of PG&E hereunder are appurtenant to the PG&E Parcel and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

8.5. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public.

8.6. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

8.7. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

8.8. Amendment. This Agreement may be modified or amended only by a later writing approved and signed by all parties.

8.9. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, or (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

| | |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Agency: General Manager Yuba County Water Agency 1220 F Street Marysville, CA 95901 | PG&E: Pacific Gas and Electric Company 245 Market Street, N10A, Room 1015 P.O. Box 770000 San Francisco, CA 94177 |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, or (c) on the date of delivery as shown on the overnight courier service receipt. Any party may change its contact information by notifying the other party(ies) of the change in the manner provided above.

8.10. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

YUBA COUNTY WATER AGENCY

PACIFIC GAS AND ELECTRIC COMPANY

Dated: _____

Dated: _____

By: _____

Nicholas Whittlesey, Jr.
General Manager

By: _____

Aimee Crawford
Director, Land Management

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "1"
LOT LINE ADJUSTMENT
YUBA WATER AGENCY
RESULTANT PARCEL

All that real property situate in County of Yuba, State of California, described as follows:

The south half of the southeast quarter of Section 9 and the portion of the east half of Section 16 lying on the northerly side of the thread of the Yuba River, all within Township 17 North, Range 7 East, Mount Diablo Meridian.

EXCEPTING THEREFROM that portion of said east half of Section 16 described as follows:

BEGINNING at the northwest corner of that 3.857 acre parcel of land described as an exception to Parcel One in that grant from Pacific Gas and Electric to Yuba County Water Agency, recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County, said northwest corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence along the west line of said parcel, South 08°00'57" West 168.39 feet; Thence leaving said west line, South 81°59'03" East 63.05 feet; Thence South 69°05'45" East 16.79 feet; Thence South 34°49'19" East 19.51 feet; Thence South 55°10'41" West 29.14 feet; Thence North 31°47'31" West 26.10 feet; Thence South 89°44'30" West 10.82 feet; Thence South 00°15'30" East 31.77 feet; Thence North 89°44'30" East 10.66 feet; Thence South 07°23'20" East 28.74 feet; Thence North 82°36'40" East 69.87 feet; Thence South 83°12'43" East 221.28 feet to a point on the east line of said parcel, said point bears along said east line, South 10°00'57" West 222.21 feet from the northeast corner of said parcel, said northeast corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence leaving said east line, South 83°12'43" East 23.20 feet; Thence North 08°42'22" East 46.18 feet; Thence South 81°38'00" East 42.23 feet; Thence North 08°22'00" East 15.00 feet; Thence North 81°38'00" West 48.19 feet; Thence North 28°13'14" West 15.66 feet; Thence North 79°59'03" West 6.02 feet to a point on said east line; Thence along said east line, North 10°00'57" East 147.61 feet to said northeast corner of said parcel; Thence along the north line of said parcel, North 81°59'03" West 363.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch 2010.000. The distances contained herein are Grid distances. Divide Grid distances by 0.99987413 to obtain Ground distances.



Michael L. Mays, PLS 6967
NorthStar



Date: 7/24/19

EXHIBIT "2"
LOT LINE ADJUSTMENT
PACIFIC GAS AND ELECTRIC
RESULTANT PARCEL

All that real property situate in County of Yuba, State of California, and being a portion of the east half of Section 16, Township 17 North, Range 7 East, Mount Diablo Meridian, described as follows:

BEGINNING at the northwest corner of that 3.857 acre parcel of land described as an exception to Parcel One in that grant from Pacific Gas and Electric to Yuba County Water Agency, recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County, said northwest corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence along the west line of said parcel, South 08°00'57" West 168.39 feet; Thence leaving said west line, South 81°59'03" East 63.05 feet; Thence South 69°05'45" East 16.79 feet; Thence South 34°49'19" East 19.51 feet; Thence South 55°10'41" West 29.14 feet; Thence North 31°47'31" West 26.10 feet; Thence South 89°44'30" West 10.82 feet; Thence South 00°15'30" East 31.77 feet; Thence North 89°44'30" East 10.66 feet; Thence South 07°23'20" East 28.74 feet; Thence North 82°36'40" East 69.87 feet; Thence South 83°12'43" East 221.28 feet to a point on the east line of said parcel, said point bears along said east line, South 10°00'57" West 222.21 feet from the northeast corner of said parcel, said northeast corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence leaving said east line, South 83°12'43" East 23.20 feet; Thence North 08°42'22" East 46.18 feet; Thence South 81°38'00" East 42.23 feet; Thence North 08°22'00" East 15.00 feet; Thence North 81°38'00" West 48.19 feet; Thence North 28°13'14" West 15.66 feet; Thence North 79°59'03" West 6.02 feet to a point on said east line; Thence along said east line, North 10°00'57" East 147.61 feet to said northeast corner of said parcel; Thence along the north line of said parcel, North 81°59'03" West 363.00 feet to the **POINT OF BEGINNING**.

Containing 1.83 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch 2010.000. The distances contained herein are Grid distances. Divide Grid distances by 0.99987413 to obtain Ground distances.


Michael L. Mays, PLS 6967
NorthStar



Date: 7/24/19

APN: 048-270-011

EXHIBIT "2"
Page 1 of 1

EXHIBIT “3”

LANDS

All that real property situate in the County of Yuba, State of California, described as follows:

The parcel of land conveyed by Pacific Gas and Electric Company to Yuba County Water Agency by deed dated September 4, 1968 and recorded in Book 473 of Official Records at page 352, Yuba County Records, and therein designated Parcel One.

NON-EXCLUSIVE ELECTRIC EASEMENT AREA

A strip of land of the uniform width of 10 feet extending westerly from the westerly boundary line of the 3.857 acre parcel of land excepted from said Parcel One in said deed dated September 4, 1968, and lying 5 feet on each side of the line described as follows:

Commencing at the found 5/8” rebar with 1 ½” aluminum cap stamped “PG&E CO.” marking the northwesterly corner of said 3.857 acre parcel of land, and running thence along said westerly boundary line

(a) south 08° 01' 21" west 293.00 feet

to the center of an existing cable trench, being the TRUE POINT OF BEGINNING of said line; thence along the center of said cable trench and leaving said westerly boundary line

(1) south 89° 34' 11” west 74.79 feet

to a point in the perimeter of the Colgate Power House Y.C.W.A. Switchyard, herein for convenience called point “A”.

Containing 0.017 acres of land.

NON-EXCLUSIVE SWITCHYARD EASEMENT AREA

Beginning at said point "A" and running thence around the perimeter of said Switchyard

- (1) south 08° 52' 30" east 6.09 feet; thence
- (2) south 60° 50' 39" west 131.16 feet; thence
- (3) south 71° 23' 20" west 48.13 feet; thence
- (4) north 89° 59' 03" west 65.48 feet; thence
- (5) north 01° 21' 17" west 11.65 feet; thence
- (6) north 90° 00' 00" west 83.01 feet; thence
- (7) north 51° 26' 08" west 87.78 feet; thence
- (8) north 41° 12' 20" west 39.50 feet; thence
- (9) north 46° 25' 32" east 97.18 feet; thence
- (10) north 65° 08' 39" east 23.93 feet; thence
- (11) north 89° 41' 40" east 218.43 feet; thence
- (12) south 87° 19' 29" east 30.31 feet; thence

on a curve to the right with a radius of 60 feet, through a central angle of 71° 37' 11",
an arc distance of 75 feet; thence

- (13) south 08° 52' 30" east 44.46 feet, more or less,
to the point of beginning.

Containing 1.242 acres of land.

The foregoing description is based on a survey made by Pacific Gas and Electric in March 2016. The bearings used are based on the northerly boundary line of said 3.857 acre parcel of land, which according to said deed dated September 4, 1968, has a bearing of S 81° 59' 30" E and a length of 363.08 feet, taken as S 81° 58' 39" E.

YUBA RIVER

NON-EXCLUSIVE SWITCHYARD EASEMENT AREA

COLGATE POWER HOUSE SWITCHYARD

NON-EXCLUSIVE ELECTRIC EASEMENT AREA
S 89°34'11" W 74.79'
10' WIDE

PG&E
Bk 473 OR Pg 352, Y.C.R.
LD 2119-07-0075; 3.857 AC. PARCEL
SBE 135-58-10E1
APN 048-270-011

BASIS OF BEARINGS

THE BEARINGS USED ARE BASED ON THE NORTHERLY BOUNDARY LINE OF THE 3.857 ACRE PARCEL, BK 473 O.R. Pg 352, Y.C.R., HAVING A BEARING OF S 81°59'30" E AND A LENGTH OF 363.08 FEET, TAKEN AS S 81°58'39" E.

LINE TABLE

| NAME | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S08°52'30"E | 6.09' |
| L2 | S60°50'39"W | 131.16' |
| L3 | S71°23'20"W | 48.13' |
| L4 | N89°59'03"W | 65.48' |
| L5 | N01°21'17"W | 11.65' |
| L6 | N90°00'00"W | 83.01' |
| L7 | N51°26'08"W | 87.78' |
| L8 | N41°12'20"W | 39.50' |
| L9 | N46°25'32"E | 97.18' |
| L10 | N65°08'39"E | 23.93' |
| L11 | N89°41'40"E | 218.43' |
| L12 | S87°19'29"E | 30.31' |
| L13 | S08°52'30"E | 44.46' ± |

**YUBA COUNTY WATER AGENCY
BK 473 OR page 352
SBE 135-58-037A-2,4,5
APN 048-270-009**

R = 60'
L = 75'
Δ = 71°37'11"

POINT "A"

T.P.O.B.

P.O.C.

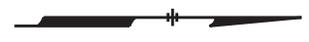
FND 5/8" REBAR
1 1/2" ALUM CAP
"PG&E CO."

B.O.B. S 81°59'30" E 363.08' (R)

S 08°01'21" W 293.00'

FND 5/8" REBAR
1 1/2" ALUM CAP
"PG&E CO."

T. 17 N., R. 7 E., M.D.M.
SEC. 16, SE 1/4



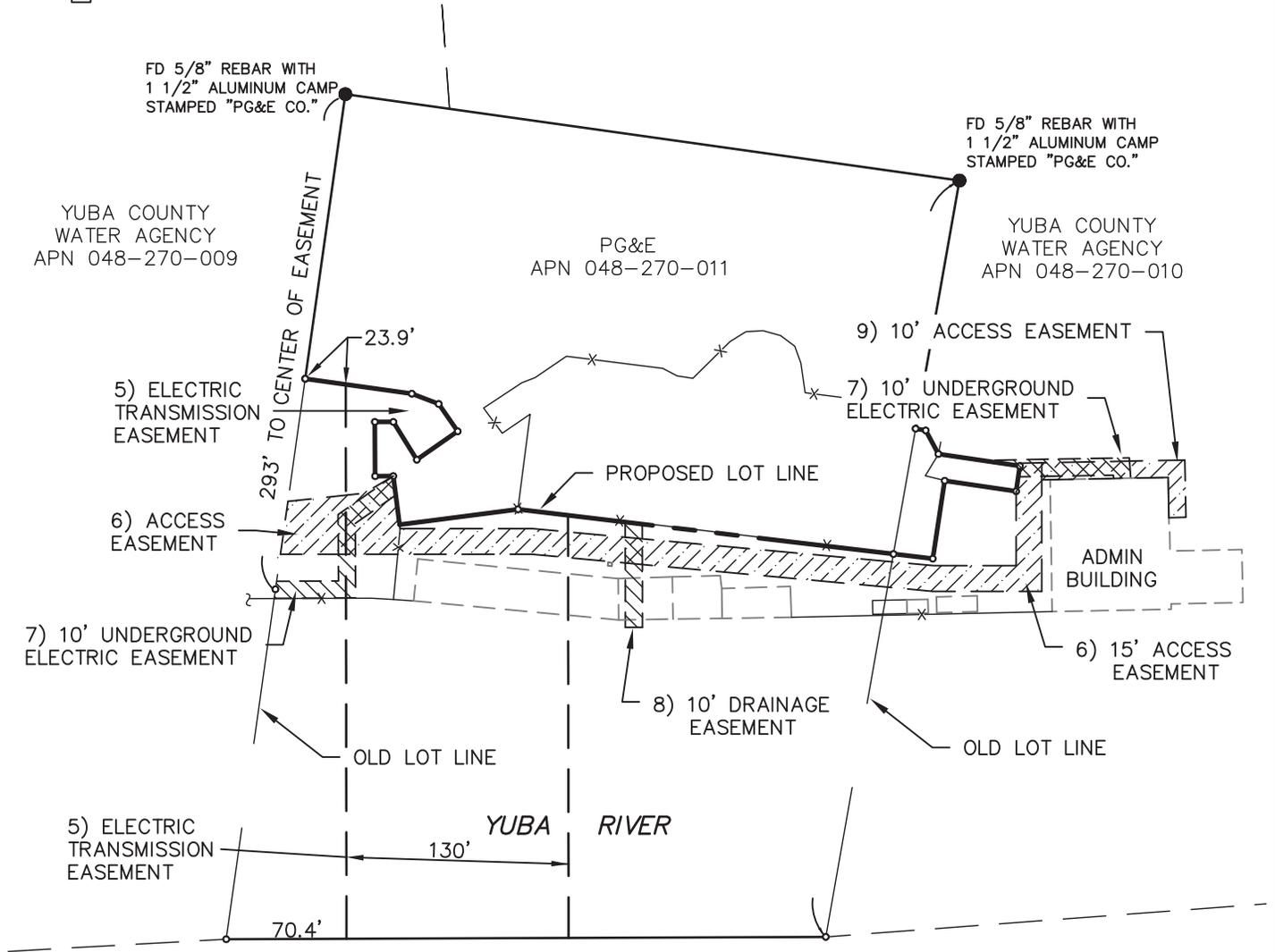
AUTHORIZATION
8099555

BY: T2M7
DR: EKF2
CH: C4CK
O.K.: EKF2
DATE: 08/21/2019

COLGATE POWER HOUSE
NON-EXCLUSIVE YCWA SWITCHYARD
EASEMENT AREAS
EXHIBIT "3-A"
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN 06-11-021
AREA NORTH VALLEY
COUNTY YUBA
SCALE 1" = 100'
SHEET NO. 1 OF 1
DRAWING NUMBER CHANGE
SL-1335 3



LEGEND

- EXISTING PARCEL BOUNDARY
- PROPOSED LOT LINE
- OLD LOT LINE
- x — x — EXISTING CHAIN LINK FENCE
- EXISTING BUILDING LINE
- PROPOSED EASEMENT

NOTES:

1. 10' STRIP EASEMENTS SHOWN HEREON ARE TO BE CENTERED ON EXISTING FACILITIES.
2. THE ACCESS EASEMENT IS INTENDED TO BE ENCOMPASS THE EXISTING AC PAVEMENT AT THE WESTERLY END, ALONG A 15' DRIVE AISLE THROUGH THE SITE, AND A 10' WALKWAY AROUND NORTH AND EAST OF THE ADMINISTRATION BUILDING TO THE CONTROL ROOM ENTRANCE.



NORTHSTAR
... Designing Solutions

111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

EXHIBIT 4
EASEMENT PLAT
YUBA WATER AGENCY TO P.G.&E.
COLGATE SWITCH YARD

| | |
|-------------|-----------|
| SCALE: | 1" = 100' |
| JOB NO.: | 15-247 |
| DATE: | 7/24/19 |
| DRAWN BY: | TDA |
| CHECKED BY: | MLM |
| SHEET NO.: | 1 OF 1 |

EXHIBIT 5

INSURANCE REQUIREMENTS

PG&E shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. PG&E is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate for bodily injury, property damage and personal injury liability. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds Agency and its directors, officers, agents and employees with respect to liability arising out of work performed by or for PG&E. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy Agency's requirement: "by blanket endorsement, Agency and its directors, officers, agents and employees with respect to liability arising out of the work performed by or for PG&E are included as additional insured"; and b) an endorsement or policy provision specifying that PG&E's insurance is primary and that any insurance or self-insurance maintained by Agency shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than Two Million Dollars (\$2,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement PG&E shall furnish Agency with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Agency.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

General Manager
Yuba County Water Agency
1220 F Street
Marysville, CA 95901
4. Upon request, PG&E shall furnish Agency evidence of insurance for its agents or contractors.

Agency may inspect the original policies or require complete certified copies at any time.

EXHIBIT G
Form of YCWA to PG&E Colgate Control Room Easement Agreement

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
Pacific Gas and Electric Company)
Land Services Office)
2730 Gateway Oaks Dr., Suite 220)
Sacramento, CA 95833)
)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

YCWA TO PG&E COLGATE CONTROL ROOM EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2020 by and between Yuba County Water Agency, a local government agency (“**Agency**”), and Pacific Gas and Electric Company, a California corporation (“**PG&E**”), who agree as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. Agency owns and operates the Yuba River Development Project (Federal Energy Regulatory Commission Project No. 2246), which includes the Colgate Powerhouse, related structures and facilities, and associated real property (Yuba Co. APNs 048-270-009 & -010) on the Yuba River in the County of Yuba, which is more particularly described on the attached Exhibit 1 (the “**Colgate Powerhouse Site**”). PG&E owns and uses a 1.83-acre parcel of land (APN 048-270-011) located within the Colgate Powerhouse Site, which is more particularly described on the attached Exhibit 2 (the “**PG&E Parcel**”). PG&E owns and operates a 60 kV electrical switchyard on the PG&E Parcel (the “**60 kV Switchyard**”).

1.2. Agency owns the Colgate Administration and Maintenance Shop Building (the “**Administration Building**”) located on the east side of the Colgate Powerhouse Site. A control room (the “**Control Room**”) relating to the operation of the 60 kV Switchyard is located in the northeast corner of first floor of the Administration Building. The room is approximately 1000 square feet and it is depicted on the attached Exhibit 3. PG&E leased the Control Room from the Agency under a Lease dated February 10, 1970, which expired on April 30, 2016. PG&E has continued to use the Control Room since April 30, 2016 pursuant to the terms of the Amended and Restated Colgate/Narrows/Oregon Peak Shared Facility and Site Operations Agreement dated July 7, 2020 and the YCWA-PG&E Power Purchase Contract Close-Out Agreement dated April 22, 2016, as amended.

1.3. PG&E’s ongoing use of the Control Room is essential to its use of the 60 kV Switchyard. PG&E desires to continue to use the Control Room for the remaining useful life of the Administration Building. Thereafter, PG&E will need a substitute control room or an equivalent control room facility at an alternative location at the Colgate site for the continued operation of the 60 kV Switchyard.

1.4. Agency agrees (a) to convey to PG&E an easement in the Administration Building allowing PG&E to continue to use the Control Room for the remaining useful life of the Administration Building, and (b) upon demolition or reconstruction of the Administration Building, to provide a substitute control room or control room site for PG&E; on and subject to the terms and conditions of this Agreement.

2. Grant of Easement

2.1. Control Room Easement. Agency grants to PG&E an exclusive easement in the Control Room as depicted on the attached Exhibit 3 and the right to install, operate, maintain, improve, repair, reconstruct, rearrange, replace, and remove, at any time and from time to time, certain facilities, equipment, apparatus, wires, and cables (collectively the “**Equipment**”) in the Control Room and relating to PG&E’s use and operation of the 60 kV Switchyard (the “**Easement**”). The Control Room may be used by PG&E for activities, operations, and uses relating to its operation and maintenance of the 60 kV Switchyard and for other uses incidental to that use. The Easement also includes the right for PG&E to access its cables that run from and beneath the Control Room through the Administration Building basement to the north side of the Administration Building; however, for security reasons, when accessing the basement PG&E must be escorted by Agency staff. PG&E shall also have the right of ingress to and egress from the Control Room over and across the Colgate Powerhouse Site. Said access shall include the right to park vehicles reasonably necessary for such access, provided that PG&E shall provide Agency with one hour advance notice prior to requiring parking adjacent to the Administration Building and both PG&E and Agency shall coordinate parking arrangements.

2.2. Easement Appurtenant; Successors and Assigns. The Easement is appurtenant to and will benefit the PG&E Parcel. The Easement is an easement in a portion of the Administration Building and not an easement in or to the underlying Colgate Powerhouse Site land except as reasonably necessary for ingress to and egress from the Control Room. The Easement will burden Agency and any successor owner of the Administration Building, and will benefit PG&E and any successor owner of the PG&E Parcel.

2.3. Other Rights. The rights under this Agreement may be exercised by PG&E and any of its authorized employees, agents, contractors, or invitees (“**PG&E Personnel**”) at any time as may be necessary or convenient for the authorized purposes. PG&E operation of and work on its Equipment will be undertaken and performed within the Control Room area and PG&E will not utilize additional floor space without prior written consent of Agency. Nothing in this Agreement obligates Agency to provide additional space for additional PG&E Equipment. Agency shall permit PG&E (at PG&E’s cost) to modify or expand the capacity of any of Agency’s equipment or systems (e.g., electrical, ventilation or communication) to accommodate PG&E’s use of the Control Room in accordance with Section 4.4 of this Easement Agreement. PG&E shall also have the right to install, operate, maintain, replace and remove communications facilities between the Control Room and PG&E’s 60 kV Switchyard. PG&E shall also have the right to install, operate, maintain, remove and replace a generator of a capacity and at a location agreed to by both parties in accordance with Section 10.7 of the Shared Facility Agreement. Nothing in this Agreement is intended to affect the parties’ rights and obligations under Section 10.7 of the Shared Facility Agreement. If, in exercising these other rights under this Section 2.3, PG&E needs

and desires access to parts of the Administration Building other than the Control Room, then for security reasons PG&E must be escorted by Agency staff.

2.4. No Warranty. The Control Room is delivered to PG&E in its “as is” condition, and PG&E has examined the Control Room and accepts the Control Room in its “as is” condition.

2.5. Shared Facility Agreement. Except as otherwise provided in this Easement Agreement, PG&E’s use and exercise of the Easement shall be subject to the Amended and Restated Colgate/Narrows/Oregon Peak Shared Facility and Site Operations Agreement dated July 7, 2020, as may be amended from time to time (the “**Shared Facility Agreement**”). PG&E and Agency shall comply with their respective obligations under the Shared Facility Agreement as it relates to PG&E use of the Control Room. These obligations shall continue to apply during the duration of the Shared Facility Agreement (as may be amended or extended) and any successor or replacement agreement approved by the parties. In the event of any conflict between this Easement Agreement and the Shared Facility Agreement, the provisions of this Easement Agreement shall control.

A. If the Shared Facility Agreement expires and if there is not a successor or replacement agreement, then upon such expiration PG&E shall commence payment of a monthly sum to Agency for the use of the Control Room. The monthly sum shall be in an amount equivalent to a commercially fair and reasonable lease rate for comparable type and sized space in Yuba County as reasonably determined by the parties. If the parties cannot agree upon the monthly sum, then Agency shall retain a state-licensed appraiser to research and provide a commercially fair and reasonable lease rate and PG&E shall pay a monthly sum as determined by the appraiser. The monthly sum shall adjusted annually to reflect the increase in the cost of living during the previous year based on the percent change for the year in the Consumer Price Index for All Urban Consumers for the west urban area, as reported by the U.S. Bureau of Labor Statistics (or successor federal agency). Payments under this subsection shall continue for the duration of the Easement.

3. Agency’s Reservation of Rights

3.1. Agency reserves the right in its reasonable discretion to restrict access to the Easement or any portion or portions of the Easement in the event of fire, flood, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with Agency’s emergency response, or if emergency repairs or maintenance are required to any Agency facilities within or in the vicinity of the Easement.

3.2. Agency, and its employees and agents, may enter the Control Room at all reasonable times, or at any time during an emergency, for the purposes of inspecting the Control Room to determine whether PG&E is complying with this Agreement, doing other lawful acts that may be necessary or appropriate to protect Agency's interest in the Control Room or Administration Building, or performing Agency's duties related to this Agreement or the Shared Facility Agreement.

4. PG&E's Obligations and Limitations

4.1. Use of Easement. PG&E at its sole cost and expense will keep and maintain the Easement in good, safe, sanitary, and clean condition and repair. PG&E will be responsible for the operation, maintenance, repair and replacement of its Equipment located within the Control Room. In using the Easement, PG&E will not unreasonably interfere in any way or permit any interference with Agency's use of the Administration Building. PG&E shall coordinate with Agency regarding its activities under the Easement in order to reasonably minimize any interference or inconvenience with the use by Agency of the Administration Building or Colgate Powerhouse Site. PG&E shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, the PG&E Personnel who access and use the Control Room. PG&E will not change the locks or add locks to the entrances of the Control Room without the prior consent of Agency and providing Agency with a key to any new or changed locks.

4.2. Limitations on Use. PG&E will not use or permit the Easement to be used for any purpose other than those described in this Agreement. PG&E will not maintain, commit or permit the maintenance or commission of any nuisance, waste, or illegal activities in or on the Easement. PG&E will not conduct or allow to be conducted any operation or activity in the Control Room that would cause damage to or otherwise adversely affect the Control Room or Administration Building or would unreasonably interfere with Agency's use of the Administration Building.

4.3. Installation and Maintenance of Improvements. PG&E at its sole cost and expense shall be responsible to operate, maintain, install, improve, repair, and replace such Equipment in the Control Room as may be necessary or appropriate for PG&E's permitted uses as specified in section 2. PG&E shall perform all maintenance, installation, improvement, repair, and replacement work in a good and workmanlike manner, and will comply with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for the work. Once PG&E commences any such work, it will diligently prosecute the work through to completion. PG&E shall keep the Administration Building and Colgate Powerhouse Site free and clear from any and all liens, stop notices, claims and demands for work performed at or materials furnished in the Control Room.

4.4. Improvements Affecting Agency. PG&E shall not install, improve, or replace any Equipment in the Control Room that may adversely impact the Administration Building or Agency operations or facilities, except with the prior written consent of Agency, which consent shall not be unreasonably withheld, conditioned or delayed. In the event PG&E plans any such work, PG&E shall give prior written notice to Agency together with the PG&E plans for the proposed work in order to provide Agency with the opportunity to review the plans and assess whether the work may adversely impact the Administration Building or Agency operations or facilities.

4.5. Compliance with Laws. PG&E shall comply with and implement all applicable federal, state and local codes, statutes, rules, regulations, ordinances, other laws, orders,

agreements, permits, licenses, authorizations, certifications, and other entitlements or approvals (as the same may be amended, supplemented or reissued from time to time) relating to the Easement and PG&E's use of the Easement, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Materials (as defined in section 5), or to health, safety, noise, environmental protection, air quality, or water quality (collectively, "**Legal Requirements**"), insofar as they relate to the use or occupancy of the Easement by PG&E. PG&E also must possess, maintain and comply with all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for it to use the Easement.

4.6. Taxes and Fees. PG&E shall pay, and hold the Agency and the Administration Building and other Agency property free and harmless from, all of the following: (a) taxes, assessments and other charges levied or imposed by any governmental entity on the Equipment or other personal property installed, placed, or used by PG&E in the Control Room; (b) real property taxes, assessments, and standby charges levied or assessed against the Control Room by a governmental entity as a result of PG&E's use of the Control Room, including taxes on any taxable possessory interest created by this Easement; and (c) any other fees or charges levied or imposed by a federal, state or local government agency, as a result of PG&E's use of the Control Room. All such fees, charges, taxes and assessments will be paid as they become due and payable, but in any event before they become delinquent. PG&E acknowledges that this Easement may create a possessory interest that is subject to taxation under California Revenue and Taxation Code and that PG&E will be liable for payment of any such property taxes levied on the possessory interest.

4.7. Utilities. All utilities and services (including, but not necessarily limited to, water, sewer, garbage collection, gas, electricity, telephone, Internet) to the Control Room shall be provided in accordance with the Shared Facility Agreement.

4.8. Consent to Agency Financing. PG&E consents that Agency may use the Administration Building (including the Control Room) and underlying real property as security or collateral in a future Agency debt financing. PG&E further consents that Agency may convey, transfer, or assign its interest in the Administration Building (including the Control Room) and underlying real property in connection with a conveyance, transfer, or assignment of that interest to any trustee or third-party as part of an Agency debt financing.

5. Hazardous Materials

5.1. Definition. "**Hazardous Material**" means any (a) substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import) in any federal or state statute or regulation, (b) oil, gasoline, or other petroleum product, (c) explosive material, or (d) any other chemical substance or material that is prohibited, limited or regulated under any federal, state or local code, statute, rule, regulation, ordinance, other law, permit, or license regulating or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health, safety, or the environment.

5.2. Use of Hazardous Material. PG&E shall not use, store, dispose, release, handle or otherwise manage any Hazardous Material on the Easement, except as done in connection with the use, operation, maintenance, construction or repair of the Easement and in compliance with all applicable Legal Requirements. PG&E shall provide Agency with an inventory listing the names and quantities of any Hazardous Material it brings onto the Colgate Powerhouse Site together with copies of the safety data sheets (formerly known as material safety data sheets) for each such Hazardous Material. PG&E will update the inventory and safety data sheets prior to bringing any new Hazardous Material on site. PG&E may not store unused Hazardous Materials in the Control Room on a long-term basis without Agency's written permission.

5.3. Notice by PG&E. In the event of any release or spill of any Hazardous Material in or around the Easement, or receipt of any notice, demand, claim or order received by PG&E from any governmental agency pertaining to Hazardous Material that may affect the Easement, PG&E within five days of such occurrence (or immediately in case of imminent threat of injury to life or property) will notify Agency about the occurrence. PG&E also will notify and prepare and submit reports to appropriate federal and state governmental agencies and take other measures to respond to the violation as may be required of it by applicable Legal Requirements.

5.4. Environmental Indemnity. PG&E will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless Agency and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with (a) PG&E's breach or violation of any Agreement covenant or prohibition concerning Hazardous Material, or (b) the activities, acts or omissions of PG&E or PG&E Personnel relating to the handling, storage, use or release of any Hazardous Material on or affecting the Easement, whether such condition, liability, loss, damage, cost, penalty, fine or expense is discovered before or after the termination of this Agreement. This indemnification supplements and in no way limits the scope of the general indemnification set forth in section 6. This indemnification provision shall survive the termination of this Agreement regarding any occurrence or event occurring prior to the termination.

6. Indemnity and Release

6.1. PG&E will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless Agency and its officers, employees and agents from and against any and all claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) PG&E's entry upon or use of the Easement; (b) PG&E's operation, maintenance, repair, replacement, or modification of the Equipment in the Control Room; (c) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by some act or omission of PG&E or PG&E Personnel; or (d) PG&E's failure to perform or otherwise comply with any provision of this Agreement.

6.2. Agency will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless PG&E and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees,

investigation costs and litigation costs) of every nature arising out of or in connection with: (a) Agency's operation, maintenance, repair or replacement of the Administration Building or Agency's personal property therein; (b) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by some act or omission of Agency or an Agency employee, agent, contractor or invitee; or (c) Agency's failure to perform or otherwise comply with any provision of this Agreement.

6.3. PG&E shall bear all risk of loss to any of its Equipment or other personal property installed or placed in the Control Room. PG&E waives, releases, discharges and promises not to sue Agency, or its officers, employees and agents, from and for any and all claim, liability, loss, damage, expense, fine, penalty, or cost arising out of or in connection with (a) damage to or destruction of any PG&E Equipment or other personal property in the Control Room, or (b) any injury to or death of any PG&E Personnel while in the Administration Building or on the Colgate Powerhouse Site.

6.4. The indemnity, waiver and release under sections 6.1 and 6.2 will not apply to the extent that any loss or damage was caused by the active negligence or willful misconduct of Agency.

6.5. PG&E agrees to promptly repair (including replacement if necessary) any damage to Agency property, structure, building, equipment or improvement resulting from or caused by use of the Easement by PG&E or PG&E Personnel.

6.6. PG&E shall procure and maintain in effect at all times during the term of the Agreement, the insurance specified in Exhibit 4, attached hereto and made a part hereof by this reference, provided that Agency reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time to provide coverages and limits that are commercially reasonable in light of the applicable circumstances (but Agency agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by Agency, and shall be written on forms and with insurance carriers acceptable to Agency. PG&E shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement. PG&E shall submit a letter of self-insurance signed by a duly authorized representative evidencing that PG&E's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement. If PG&E is permitted to self-insure under this Agreement and elects to do so, PG&E shall be liable to Agency for the full equivalent of insurance coverage which would have been available to Agency if all required insurance policies had been obtained by PG&E from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify Agency for all amounts which would have been payable by the third party insurer. In addition, PG&E shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. PG&E is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that PG&E, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain

coverages and limits lower than those required of PG&E, provided the coverages and limits required by PG&E are commercially reasonable in light of applicable circumstances).

7. Termination of Easement

7.1. Termination by Destruction. If the Administration Building is destroyed by fire, flood, earthquake, accident, or other casualty, then the Easement shall terminate upon such destruction.

7.2. Termination by Substantial Damage. If the Administration Building is substantially damaged by fire, flood, earthquake, accident, or other casualty, then Agency may proceed pursuant to subsection A or B.

A. If Agency reasonably determines that it is economically feasible and prudent to repair or reconstruct the damaged Administration Building (including the Control Room), then Agency may elect to repair or reconstruct the building. If Agency elects to repair or reconstruct the Administration Building, and if PG&E agrees to pay (by itself or through available insurance) a pro rata share of the repair or reconstruction costs (as determined based on the Control Room square footage as compared to the Administration Building square footage), then the Easement will remain in full force and effect. The shared repair or reconstruction costs shall not include the costs to repair or replace each party's damaged or destroyed personal property. Rather, subject to indemnity provisions in Section 6, each party shall be responsible for the costs to repair or replace its personal property. If, after written demand by Agency, PG&E refuses to pay its pro rata share of the repair or reconstruction costs, then Agency will have no obligation to repair or reconstruct the Control Room and Agency may terminate the Easement by giving written notice of termination to PG&E.

B. If Agency reasonably determines that it is not economically feasible or prudent to repair or reconstruct the damaged Administration Building, then Agency may elect to not repair or reconstruct the building and Agency may terminate the Easement by giving written notice of termination to PG&E.

7.3. Termination by Agency Demolition or Abandonment. If Agency reasonably determines that the obsolescence, deterioration, or economic useful life of the Administration Building have progressed to the point where it is no longer economically feasible or prudent to keep and maintain the Administration Building or to the point where it is unsafe to occupy and use the Administration Building, then Agency may give one-year prior written notice to PG&E about Agency's plan to demolish or abandon the Administration Building. After the one-year notice period, Agency may demolish or abandon and close (and prohibit access to) the Administration Building. The Easement shall terminate upon such demolition or abandonment.

A. In the event Agency reasonably determines that the Administration Building is unsafe to such a degree as to pose an unreasonable risk of harm to Agency personnel or PG&E Personnel, then Agency may reduce the one-year notice period provided by this section to a shorter period of time consistent with the unsafe conditions.

B. If Agency abandons and closes the Administration Building pursuant to this section and within one year thereafter repairs or reconstructs and reopens the Administration Building (including the Control Room), then upon reopening the Administration Building the Easement shall be resurrected and restored and PG&E may renew its use of the Easement pursuant to this Agreement.

7.4. Termination by PG&E; Abandonment. PG&E may terminate this Easement by giving written notice to Agency. In the event PG&E ceases to use and maintain the Equipment in the Control Room or the 60 kV Switchyard for a continuous period of one year, then PG&E shall be deemed to have abandoned the Easement and Agency may terminate the Easement by giving written notice of termination to PG&E.

7.5. Termination by Condemnation. If title and possession of the Administration Building are taken under the power of eminent domain by any public or quasi-public agency or entity, this Easement shall terminate as of the date that actual physical possession of the Administration Building is taken by the agency or entity.

7.6. Post-Termination Surrender and Equipment Removal. Upon termination of the Easement pursuant to sections 7.4 or 7.5, PG&E at its cost will promptly (a) surrender and deliver the Control Room to Agency in as good condition as it was in at the commencement of the Easement, excepting ordinary wear and tear, and (b) remove all PG&E-owned Equipment and other personal property from the Control Room. Any real property alterations or fixtures made, constructed, or installed in the Control Room by PG&E or any other person during the term of the Easement shall on termination of the Easement become the property of Agency and remain in the Control Room. Agency may consider any personal property left in the Control Room to be abandoned and may keep it or dispose of it in any manner allowed by law.

8. Substitute Control Room. In the event of termination of the Easement pursuant to section 7.1, 7.2, or 7.3, Agency shall provide to PG&E a substitute or replacement control room or control room site (the “**Substitute**”) for PG&E to use and house its Equipment in connection with its ongoing operation of the 60 kV Switchyard in accordance with this section 8.

8.1. The Substitute shall be either (a) a room in a new or reconstructed Agency administration building or other building or structure on the Colgate Powerhouse Site, or (b) a vacant site on the Colgate Powerhouse Site for PG&E to install (at its sole cost and expense) its own control room facility, as determined by Agency and acceptable to PG&E. The room or site shall be at least 1,500 square feet (but no more than 2,000 square feet), or such other size as reasonably agreed to in writing by the parties, and shall have reasonable ingress and egress for PG&E Personnel and vehicles.

8.2. If the Substitute is a room in an Agency building or structure, then:

A. PG&E must pay to Agency a pro rata share of the construction or reconstruction costs, including the costs of design, permitting, environmental review, and mitigation. The pro rata share will be determined based on the new control room square footage as compared to the Agency building or structure square footage.

B. The Substitute control room must (i) be served by the utilities described in Section 4.7, (ii) have flooring with a load bearing capacity sufficient to accommodate the weight of the Equipment to be installed and placed in the new control room, and (iii) have access to restroom facilities.

C. Agency shall consult with PG&E regarding the plans and design for the building or structure and Substitute control room. Agency shall provide the draft building plans to PG&E with a reasonable opportunity for PG&E to review and provide comment prior to finalizing the plans.

D. Agency shall convey to PG&E an easement to authorize use of the control room in the completed building or structure in a form substantially similar to this Agreement (or such other easement agreement as may be approved by the parties).

E. Commencing with occupancy of the Substitute control room PG&E shall make monthly payments to Agency in accordance with section 2.5(A), the determination of such monthly payments shall be based solely upon the future operating costs associated with occupancy of the Substitute control room. For avoidance of doubt, such monthly payments shall exclude any costs or value associated with the capital improvements of the Substitute building or structure.

8.3. If the Substitute is a vacant site on the Colgate Powerhouse Site for a PG&E control room facility, then Agency and PG&E shall negotiate and approve an easement agreement conveying to PG&E an exclusive easement authorizing PG&E to install, use, and operate a control room facility on the site. The Substitute site easement agreement shall be substantially similar to the form of the 2018 YCWA to PG&E Colgate Powerhouse Site Easement Agreement approved by the parties contemporaneously with this Agreement. PG&E's use of the Substitute site and installation, use, and operation of a control room facility on the site shall comply with the terms of the Substitute site easement agreement as approved by the parties. The Substitute site easement shall not require any monthly payment for PG&E's use of said easement.

9. General Provisions

9.1. Entire Agreement. The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

9.2. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

9.3. Dispute Resolution. This Agreement shall include the Dispute Resolution Provisions set forth in Exhibit 5 attached hereto and made a part hereof.

9.4. Assignment. The Easement and PG&E rights under this Agreement are appurtenant to the PG&E Parcel and may not be separately assigned, transferred,

conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

9.5. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public.

9.6. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

9.7. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

9.8. Amendment. This Agreement may be modified or amended only by a later writing approved and signed by all parties.

9.9. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, or (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

| | |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Agency: General Manager Yuba County Water Agency 1220 F Street Marysville, CA 95901 | PG&E: Pacific Gas and Electric Company 245 Market Street, N10A, Room 1015 P.O. Box 770000 San Francisco, CA 94177 |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, or (c) on the date of delivery as shown on the overnight courier service receipt. Any party may change its contact information by notifying the other party(ies) of the change in the manner provided above.

9.10. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

YUBA COUNTY WATER AGENCY

PACIFIC GAS AND ELECTRIC COMPANY

Dated: _____

Dated: _____

By: _____

Nicholas Whittlesey, Jr.
General Manager

By: _____

Aimee Crawford
Director, Land Management

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "1"
LOT LINE ADJUSTMENT
YUBA WATER AGENCY
RESULTANT PARCEL

All that real property situate in County of Yuba, State of California, described as follows:

The south half of the southeast quarter of Section 9 and the portion of the east half of Section 16 lying on the northerly side of the thread of the Yuba River, all within Township 17 North, Range 7 East, Mount Diablo Meridian.

EXCEPTING THEREFROM that portion of said east half of Section 16 described as follows:

BEGINNING at the northwest corner of that 3.857 acre parcel of land described as an exception to Parcel One in that grant from Pacific Gas and Electric to Yuba County Water Agency, recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County, said northwest corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence along the west line of said parcel, South 08°00'57" West 168.39 feet; Thence leaving said west line, South 81°59'03" East 63.05 feet; Thence South 69°05'45" East 16.79 feet; Thence South 34°49'19" East 19.51 feet; Thence South 55°10'41" West 29.14 feet; Thence North 31°47'31" West 26.10 feet; Thence South 89°44'30" West 10.82 feet; Thence South 00°15'30" East 31.77 feet; Thence North 89°44'30" East 10.66 feet; Thence South 07°23'20" East 28.74 feet; Thence North 82°36'40" East 69.87 feet; Thence South 83°12'43" East 221.28 feet to a point on the east line of said parcel, said point bears along said east line, South 10°00'57" West 222.21 feet from the northeast corner of said parcel, said northeast corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence leaving said east line, South 83°12'43" East 23.20 feet; Thence North 08°42'22" East 46.18 feet; Thence South 81°38'00" East 42.23 feet; Thence North 08°22'00" East 15.00 feet; Thence North 81°38'00" West 48.19 feet; Thence North 28°13'14" West 15.66 feet; Thence North 79°59'03" West 6.02 feet to a point on said east line; Thence along said east line, North 10°00'57" East 147.61 feet to said northeast corner of said parcel; Thence along the north line of said parcel, North 81°59'03" West 363.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch 2010.000. The distances contained herein are Grid distances. Divide Grid distances by 0.99987413 to obtain Ground distances.



Michael L. Mays, PLS 6967
NorthStar



Date: 7/24/19

EXHIBIT "2"
LOT LINE ADJUSTMENT
PACIFIC GAS AND ELECTRIC
RESULTANT PARCEL

All that real property situate in County of Yuba, State of California, and being a portion of the east half of Section 16, Township 17 North, Range 7 East, Mount Diablo Meridian, described as follows:

BEGINNING at the northwest corner of that 3.857 acre parcel of land described as an exception to Parcel One in that grant from Pacific Gas and Electric to Yuba County Water Agency, recorded October 1, 1968, in Book 473 at page 352, Official Records of Yuba County, said northwest corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence along the west line of said parcel, South 08°00'57" West 168.39 feet; Thence leaving said west line, South 81°59'03" East 63.05 feet; Thence South 69°05'45" East 16.79 feet; Thence South 34°49'19" East 19.51 feet; Thence South 55°10'41" West 29.14 feet; Thence North 31°47'31" West 26.10 feet; Thence South 89°44'30" West 10.82 feet; Thence South 00°15'30" East 31.77 feet; Thence North 89°44'30" East 10.66 feet; Thence South 07°23'20" East 28.74 feet; Thence North 82°36'40" East 69.87 feet; Thence South 83°12'43" East 221.28 feet to a point on the east line of said parcel, said point bears along said east line, South 10°00'57" West 222.21 feet from the northeast corner of said parcel, said northeast corner being marked by a 5/8" rebar with a 1.5" aluminum cap stamped "PG&E CO."; Thence leaving said east line, South 83°12'43" East 23.20 feet; Thence North 08°42'22" East 46.18 feet; Thence South 81°38'00" East 42.23 feet; Thence North 08°22'00" East 15.00 feet; Thence North 81°38'00" West 48.19 feet; Thence North 28°13'14" West 15.66 feet; Thence North 79°59'03" West 6.02 feet to a point on said east line; Thence along said east line, North 10°00'57" East 147.61 feet to said northeast corner of said parcel; Thence along the north line of said parcel, North 81°59'03" West 363.00 feet to the **POINT OF BEGINNING**.

Containing 1.83 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch 2010.000. The distances contained herein are Grid distances. Divide Grid distances by 0.99987413 to obtain Ground distances.

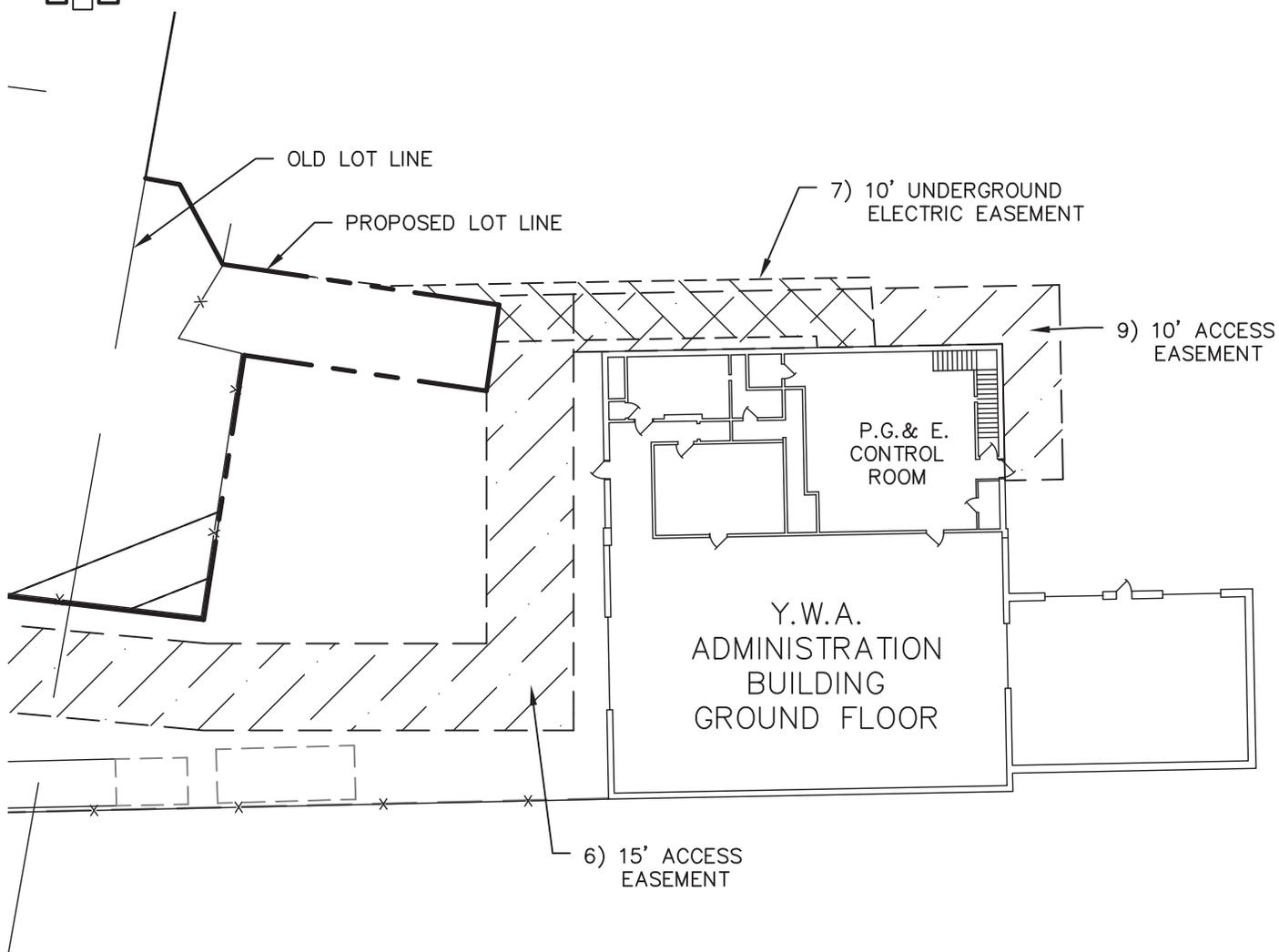

Michael L. Mays, PLS 6967
NorthStar



Date: 7/24/19

APN: 048-270-011

EXHIBIT "2"
Page 1 of 1



LEGEND

- EXISTING PARCEL BOUNDARY
- PROPOSED LOT LINE
- OLD LOT LINE
- x — x — EXISTING CHAIN LINK FENCE
- EXISTING BUILDING LINE
- PROPOSED EASEMENT

NOTES:

1. 10' STRIP EASEMENTS SHOWN HEREON ARE TO BE CENTERED ON EXISTING FACILITIES.
2. THE ACCESS EASEMENT IS ALONG AN EXISTING 15' DRIVE AISLE THROUGH THE SITE, AND A 10' WALKWAY AROUND NORTH AND EAST SIDE OF THE ADMINISTRATION BUILDING TO THE CONTROL ROOM ENTRANCE.



NORTHSTAR
... Designing Solutions

111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

EXHIBIT 3
P.G. & E. COLGATE CONTROL ROOM
WITHIN
YUBA WATER AGENCY ADMINISTRATION BUILDING
COLGATE POWERHOUSE SITE

| | |
|-------------|---------------|
| SCALE: | 1" = 30' |
| JOB NO.: | 15-247 |
| DATE: | 7/24/19 |
| DRAWN BY: | TDA |
| CHECKED BY: | MLM |
| SHEET NO.: | 1 OF 1 |

EXHIBIT 4
Insurance Requirements

PG&E shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. PG&E is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate for bodily injury, property damage and personal injury liability. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds Agency and its directors, officers, agents and employees with respect to liability arising out of work performed by or for PG&E. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy Agency's requirement: "by blanket endorsement, Agency and its directors, officers, agents and employees with respect to liability arising out of the work performed by or for PG&E are included as additional insured"; and b) an endorsement or policy provision specifying that PG&E's insurance is primary and that any insurance or self-insurance maintained by Agency shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than Two Million Dollars (\$2,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the effective date of the Easement Agreement PG&E shall furnish Agency with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Agency.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

General Manager
Yuba County Water Agency
1220 F Street
Marysville, CA 95901

4. Upon request, PG&E shall furnish Agency evidence of insurance for its agents or contractors.

Agency may inspect the original policies or require complete certified copies at any time.

EXHIBIT 5
Dispute Resolution

1. Intent of the Parties.

The following procedures to resolve any dispute arising out of or relating to this Agreement are the dispute resolution procedures set forth in this Exhibit 5.

2. Management Negotiations.

A. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement by prompt negotiations between the representatives of the Parties that the Parties have been appointed for this purpose (each such representative is referred to as a “Manager”). Each Party will appoint its Manager by written notice to the other Party within 15 days after the Effective Date, and each Party may change its Manager any time thereafter by written notice to the other Party. Either Manager may request a meeting, which will be held in person or telephonically, to initiate discussions within ten (10) Business Days of the other Party’s receipt of such request, at a mutually agreed time and place, and such meeting may include Executives (as defined below). If the Managers do not resolve the matter within fifteen (15) Business Days after their first meeting (the “Initial Negotiation End Date”), then the Managers will refer the matter to the designated senior officials of their respective organizations (the “Executives”), who will have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date (the “Referral Date”), each Party will provide the other Party written notice confirming the referral and identifying the name and title of the Executive who will represent the Party. The Parties intend that the Manager and the Executive be two different people, however, the Parties agree that Agency may appoint its General Manager to be its Manager, and then to be its Executive, under this Subsection.

B. Within five (5) Business Days after the Referral Date, the Executives will establish a mutually acceptable location and date to meet, which date will not be more than thirty (30) days after the Referral Date. After the initial meeting date, the Executives will meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

C. All communication and writings exchanged between the Parties in connection with these negotiations will be deemed confidential. All such communication and writings will be subject to the legal limitations on admissibility of settlement documents.

D. If the matter is not resolved within forty-five (45) days after the Referral Date, or if the Party receiving the written request to meet, pursuant to Section 2(A), refuses or does not meet within the ten (10) Business Day period specified in Section 2(A), either Party may request mediation of the dispute under Section 3.

3. Mediation.

If the dispute is not resolved by the negotiation process described in Section 2, then either Party may request mediation. A request for mediation must be either accepted or rejected in writing by the other Party within ten (10) days of its receipt of the request. If no response is provided within such ten (10) day period, the request will be deemed to be rejected. If mediation is agreed to by both Parties, then, unless the Parties agree on other procedures to govern the mediation, the mediation will be conducted by an individual selected by the Parties who has experience in mediation and expertise in the field of the dispute, and the location of the mediation sessions will alternate between the business offices of the two Parties unless otherwise agreed among the Parties. The mediator will not have the authority to require, and neither Party may be compelled to engage in, any form of discovery in connection with the mediation. Each Party will pay half of the costs of the mediator and the administrative fees of the mediation proceeding, and each Party will bear its own costs, expenses and attorney fees for the mediation proceeding. If within sixty (60) days after the date on which the Parties agreed to mediate, or with such longer period to which the Parties mutually agree, the mediation does not result in resolution of the dispute, then either Party may pursue the judicial remedies described in Sections 4 and 5.

4. Judicial Reference.

If any dispute arising under this Agreement is not resolved under Section 2 or Section 3, then either Party may file an action for judicial resolution of the dispute in the Sacramento County Superior Court. Except as provided in Section 5, the Parties agree that, as authorized by California Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each Party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action, except that either Party may pursue its remedies under Section 5 and both Parties will have rights to appeal the final judgment entered pursuant to Code of Civil Procedure section 644, subdivision (a).

A. The Party initiating the Superior Court action will, at the same time it files its complaint in the action, also file a written motion for appointment of a single referee.

B. Appointment of a referee (the "Referee") by the court will be governed by Code of Civil Procedure section 640, and subject to objection by either Party as provided by Code of Civil Procedure section 641. No active or retired judge of the Yuba County Superior Court or the San Francisco County Superior Court will be qualified to be a referee in any action concerning this Agreement.

C. The Referee will have the discretion to order depositions of witnesses to the extent the Referee deems such discovery relevant and appropriate. Depositions will be limited to a maximum of three (3) per Party unless otherwise permitted by the Referee for good cause shown, and will be held within thirty (30) days of the making of a request. Each deposition will be limited to a maximum of six (6) hours duration unless the Referee, for good cause shown, authorizes longer or additional depositions. All objections made during these depositions will be reserved for the Referee's final decision. The Referee also will have discretion to order the Parties to exchange relevant documents.

D. The Referee's statement of decision will be in writing (stating the decision of the Referee and the reasons therefor) and will be filed for entry of judgment by the court under Code of Civil Procedure section 644, subdivision (a).

E. The Referee will make his or her statement of decision within nine (9) months of the date of the filing of the motion to appoint the Referee, and the Referee will agree to comply with this schedule before accepting appointment.

F. Each Party will pay half of the costs of the Referee and the administrative fees of the reference proceeding, and each Party will bear its own costs, expenses and attorney fees for the reference proceeding. The Referee will be authorized in his or her discretion to grant pre-award and post-award interest.

G. The Referee will have the authority to grant a dispositive motion before or after the commencement of discovery, if the Referee concludes that there is no material issue of fact and that the moving party is entitled to judgment as a matter of law. The Referee will have the authority, in his or her discretion, to set a briefing and hearing schedule for any such motion.

5. Provisional Remedies.

Notwithstanding Sections 1 through 4, either Party may file and pursue an action in the Sacramento County Superior Court, and, in that action, file a request to the court to issue a temporary restraining order, preliminary injunction or similar provisional remedy that is appropriate under this Agreement and applicable law. If such an action is filed and any request for provisional remedy is made, then the court will have the authority to hear and decide all aspects of any request for a provisional remedy and any request to amend a provisional remedy ordered by the court, and Section 4 will apply to all other matters in the action.

EXHIBIT H
Joint Escrow Closing Instructions

Date: _____

Chicago Title Insurance Company
455 Market Street, 21st Floor
San Francisco, CA 94105
Attn: Patricia Davisson

Re: Escrow No. _____
PG&E's Colgate Switch Yard and Dobbins Substation Properties, Yuba County,
California

Ladies and Gentlemen:

These shall constitute the Joint Escrow Closing Instructions of Pacific Gas and Electric Company ("PG&E" or "PG&E") and Yuba County Water Agency ("Agency") under that certain Purchase and Sale Agreement dated _____, _____ ("Purchase Agreement") with regard to the following property: _____, _____ County, California ("Property"). The purchase price for the Property is \$6,500.00 ("Purchase Price"). Chicago Title Insurance Company ("Title Company") has received a copy of the Purchase Agreement [**and California Public Utilities Commission's Decision** _____ **dated** _____, **approving the sale of the Property by PG&E**]. Unless otherwise defined herein, all capitalized words or terms used in these Joint Escrow Closing Instructions shall have the meanings ascribed to them in the Purchase Agreement.

1. DOCUMENTS AND FUNDS.

You shall be in a position to close escrow upon fulfillment of all of the conditions set forth below:

1.1. When you have received from PG&E and Agency, as indicated below, the following funds and documents:

(a) From PG&E:

(i) The PG&E Grant Deeds and Easement Agreements duly executed and acknowledged by PG&E;

(ii) Both California and U.S. non-foreign person affidavits ("Affidavits") executed by PG&E; and

(iii) Any other instructions PG&E may deem necessary which are not inconsistent with the terms of this Agreement; and

(iv) 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 Agency described in Section 4.4, in a form approved by PG&E, in PG&E's sole and absolute discretion.

(b) From Agency:

- acknowledged by Agency;
- (i) The Agency Deed and Easement Agreements duly executed and
 - (ii) The Purchase Price in the amount of \$6,500.00;
 - (iii) Any additional funds required to pay Agency's share of closing costs and pro-rations;
 - (iv) Any other instructions Agency may deem necessary which are not inconsistent with the terms of this Agreement; and
- iv) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

1.2. The Title Company shall be prepared to issue to each grantee party the title insurance policy in accordance with Section 4.4 of the Purchase Agreement.

1.3. You have received telephonic confirmation from Agency and PG&E, or their respective counsel, that all of the conditions to the Close of Escrow to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Agency and PG&E.

1.4. Upon satisfaction of the foregoing conditions, you are to inform Agency and PG&E by telephone that all such conditions have been satisfied.

2. SPECIAL NOTE: REAL PROPERTY TAXES.

Real property owned by PG&E is assessed by the California State Board of Equalization and not by the County Assessor. Property is assessed as of January 1 in each year and the tax becomes a lien on the property as of January 1 for the subsequent July 1 - June 30 tax year. Property will not be removed from the state tax rolls to the county tax rolls until the tax year following the one in which title to the property is transferred. **Therefore, if this escrow closes between January 1 and June 30, you are instructed to collect from Agency its pro rata share of taxes for the current tax year. If escrow closes between July 1 and December 31, you are instructed to collect from Agency its pro rata share of the taxes for the current tax year only.** PG&E has undertaken directly with Agency to pay property taxes due and payable for the tax years for which PG&E has collected funds from Agency.

3. STEPS TO CLOSE ESCROW.

When you are in a position to close escrow, assemble all documents that have been submitted to escrow in counterpart by attaching the signature page received from Agency to the document received from PG&E, date all documents that are undated as of the closing date, and proceed as follows, and record documents exactly in the order set forth below:

3.1. Record the PG&E Grant Deeds and Agency Grant Deed and instruct the Yuba County Recorder to deliver the original deed to the party and address listed at the top of page 1 of each deed after recording;

3.2. Record the Easement Agreements and instruct the Yuba County Recorder to deliver the original agreement to the party and address listed at the top of page 1 of each agreement after recording;

3.3. Charge the respective accounts of Agency and PG&E for recording fees, filing fees, real property conveyance or documentary transfer taxes, title insurance premiums, notary fees, escrow fees and other costs and prorations in accordance with Sections 3.4 and 3.5 of the Purchase Agreement;

3.4. Pay to or for the account of PG&E the amount of the Purchase Price, plus the prorated real property taxes for the current tax year and, if applicable, all of the real property taxes for the following tax year, and less any closing costs and prorations agreed to by PG&E and in the manner directed by PG&E;

3.5. Deliver the Affidavits to Agency;

3.6. Deliver final escrow settlement statements, as approved by Agency and PG&E, to Agency and PG&E;

3.7. Issue and deliver the title insurance policies (as described in Purchase Agreement section 4.4) to each grantee party/insured; and

3.8. Comply with any additional supplemental instructions submitted by Agency or PG&E, which are not inconsistent with these instructions.

4. MISCELLANEOUS.

4.1. These instructions may not be modified except in writing executed by the undersigned or the party to be charged. If this escrow is not in a position to close by 5:00 p.m. on _____, then you are to hold all documents and funds until further instructed by the undersigned.

4.2. These instructions may be executed in counterparts, and when taken together, the counterparts shall constitute one set of escrow instructions.

4.3. If you have any questions regarding these instructions, please contact the undersigned

4.4. All funds due to PG&E are to be wire transferred to Mellon GCM (Boston Safe Deposit and Trust Co.), Boston, MA, ABA Routing Number: 011001234, for credit to: PG&E Depository Account, Account Number 075477. Please include the following information with the wire transfer: Contact Person: _____, Company Number _____, SAP Order Number _____, Billing Document _____.

4.5. All documents to be forwarded to PG&E, and any extra originals of any documents held by the Title Company after disbursement of documents as directed herein, should be sent to:

Pacific Gas and Electric Company
Surplus Property
Attention: Manager
Mail Code N10A
P.O. Box 770000
San Francisco, Ca 94177

If you agree to be bound by these instructions, please acknowledge the enclosed two copies of these instructions and return one copy each to Agency and PG&E.

Date: _____, _____

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Aimee Crawford,
Director, Land Management

Date: _____, _____

YUBA COUNTY WATER AGENCY

By: _____
Nicholas Whittlesey, Jr., General Manager

RECEIPT AND ACKNOWLEDGMENT:

CHICAGO TITLE INSURANCE COMPANY

By: _____

Print Name: _____

Its: _____

EXHIBIT I
Environmental Reports

Title: Colgate Switch Yard and Dobbins Substation Phase I Environmental Site Assessment

Dated: March 13, 2020

Author: Andrew Cherene, PG, CHG, Senior Geologist

HDR, Inc.

100 Oceangate, Suite 1120

Long Beach, California 90802

EXHIBIT J
Disclosure Exhibit

PG&E Disclosures:

There are none.

Agency Disclosures:

There are none.

Attachment 2

Power Purchase Contract expired April 30, 2016

YUBA COUNTY WATER AGENCY
POWER PURCHASE CONTRACT

between

YUBA COUNTY WATER AGENCY

and

PACIFIC GAS AND ELECTRIC COMPANY

Dated May 13, 1966

FERC LICENSE EXPIRES
4/30/2016

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YUBA COUNTY WATER AGENCY POWER PURCHASE CONTRACT

THIS CONTRACT made this 13th day of May, 1966, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter referred to as "Pacific", and YUBA COUNTY WATER AGENCY, hereinafter referred to as "Yuba",

WITNESSETH THAT:

1. This contract includes Appendix A, Definitions; Appendix B, Requirements and General Specifications for Power Production Features of Yuba River Development; Appendix C, Operation and Maintenance Requirements; Appendix D, Storage Criteria; and Appendix E, Exhibits. For clearness, words or phrases defined in Appendix A, other than proper names, are italicized in the text.

2. Yuba shall construct at its own risk and expense, and shall be the sole owner (under Federal Power Commission License) of, the *project*. Yuba shall design, construct, purchase and install all structures, equipment and facilities to meet the requirements and specifications of Appendix B. The *project* shall be substantially equal in quality and design of materials, and in equipment and facilities provided, to those which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers. Pacific shall make available to Yuba for inspection, at Pacific's San Francisco office, plans and specifications of said plants of Pacific, and Yuba may inspect any of such plants.

Yuba shall submit to Pacific from time to time, and as soon as possible, the plans and specifications of all portions of the *project*. Pacific shall have the right to inspect all work performed by or for Yuba in constructing elements of the *project*. Neither approval of, nor failure by Pacific to approve, any plans or specifications, or inspection of any work hereunder, shall relieve Yuba of the responsibility of meeting the requirements and general specifications set forth herein and in Appendix B, nor shall Pacific be responsible for strength, details of design, adequacy or capability of any structure, facility or work.

Yuba desires to purchase Pacific's Bullards Bar Project and Colgate Power Project. In order that Yuba may proceed with the construction of the *project*, Yuba and Pacific shall diligently prosecute an application with the Public Utilities Commission of the State of California for authorization for Pacific to sell, convey and assign to Yuba, under terms and conditions to be agreed upon in a separate contract, Bullards Bar Project, portions of Colgate Power Project, and all necessary water rights relating thereto. Thereafter, Yuba shall, prior to *full operation date*, as specified in said separate contract, cease operating, and Pacific shall disconnect electrically, Colgate Power Project.

3. Yuba shall acquire and, to the extent that it can do so with money available from payments made by Pacific pursuant to paragraph 9(b) and from money available in the funds as provided in Part V of Appendix C, maintain ownership of all lands, easements, flowage rights, water rights, Federal and State licenses and permits, and all other rights and privileges necessary for the foregoing purposes and for the operation and maintenance of Yuba's *project* works and facilities in accordance with Appendix C.

4. (a) On and after the *full operation date*, Yuba, to the extent it can do so with money available from payments made by Pacific pursuant to paragraph 9(b) and from money available in the funds provided in Part V of Appendix C, (1) shall operate and maintain the *project*, (2) shall carry third-party bodily injury and property damage liability insurance, and property insurance, on the *project* substantially in accordance with the practice followed by Pacific with respect to its hydroelectric projects under Federal Power Commission License, (3) if required by Pacific, shall carry on the *project* use and occupancy insurance and mechanical breakdown insurance, (4) shall replace structures, facilities and equipment of the *project* whenever they are not capable of reliably or economically performing the service for which they were designed, and (5) shall operate Colgate 60 KV Switchyard and such switching and control facilities as Pacific or its contractors may install from time to time at the power plants of the *project*.

(b) Prior to the *full operation date*, Yuba, in the same manner as provided in paragraph 4(a) and to the extent it can do so with money available in the Early Operation Fund as provided in Appendix C-V, shall operate, maintain, carry insurance on, and make replacements to, the accepted operable portions of the *project*, and, while owned and operated by Yuba, Colgate Power Plant.

5. Pacific shall construct, own, operate and maintain at its own risk and expense transmission lines required to receive the power generated by each power plant of the *project* into Pacific's transmission network. Pacific shall acquire all lands, easements, Federal and State permits and all other rights and privileges necessary to carry out its obligations under this paragraph.

6. Yuba shall schedule the date of first delivery of power from each power plant of the *project* and notify Pacific thereof in writing 24 months in advance of the scheduled date for each such plant, and promptly shall inform Pacific of any changes in such dates. Pacific shall complete transmission lines to and be ready to receive power from each power plant when it is ready

to generate power, or the scheduled date as designated in said notice, whichever date is later.

7. (a) Yuba shall sell and deliver to Pacific during the term of this contract all the electric capacity of and energy generated by the power plants of the *project*, except that required for *project power plant use* and that energy delivered pursuant to Appendix C-2B. In addition, Yuba shall sell and deliver to Pacific all of the electric energy, not required for power plant use, generated by Colgate Power Project, while said project is owned and operated by Yuba. Such energy from Colgate Power Project shall be generated in accordance with schedules to be agreed upon by Yuba and Pacific.

(b) Delivery of power and energy to Pacific shall be at the bus bar of Yuba's power plants, except for such power and energy as Pacific may hereafter request to be delivered to it at generator voltage, in which case the necessary facilities shall be provided by Yuba at Pacific's expense. The term "bus bar" shall for the purpose of this contract be defined as the high tension disconnect switches of each such plant.

(c) Energy deliveries to Pacific under (a) above shall be metered at the low voltage side of the transformers and the meter readings shall be adjusted for losses to the high voltage side of the transformers.

8. Prior to the *full operation date*, Pacific shall pay Yuba each month \$0.0027 per kilowatt-hour for energy delivered during the preceding month to Pacific from Colgate Power Project while said project is owned and operated by Yuba, and from *project power plants*, in excess of energy delivered pursuant to Appendix C-2B.

9. Following the *full operation date* and until termination of this contract, Pacific shall pay Yuba for all power and energy delivered hereunder, (a) at the semiannual rate of \$3,850,000, and, in addition, (b) at the monthly rate of \$25,000.

10. Payments under paragraph 9(a) shall be due and payable each July 15 and January 15 for the semiannual periods ending on the last day of the next succeeding August and February, respectively. The first and last payments shall be prorated according to the ratio of the number of days for which payment is to be made to the number of days in the semiannual period for which payment otherwise would be due. In the event the *full operation date* occurs after July 15 but before September 1, or after January 15 but before March 1, of any year, the payment for the semiannual period in which said date occurs shall be made promptly after confirmation of the *full operation date*. Payments under paragraph 9(b) for each month shall be due and payable on the fifteenth day of the following month. Payments under paragraph 8 shall be due and payable each month within 15 days after receipt of an invoice therefor.

11. (a) Subject to the provisions of paragraphs 16 and 17, Pacific's obligation under paragraph 9 shall not be dependent upon all or any part of the *project* continuing to be capable of operation, nor shall its obligation under paragraph 9 be dependent upon the ability of Pacific to take energy produced by or made available from

the *project*; provided, Yuba shall be responsible for any loss of generation to the extent Yuba is insured under a use and occupancy form of policy and Pacific may reduce its payments under paragraph 9(b) to the extent proceeds from such use and occupancy insurance are deposited into the Operation and Maintenance Fund pursuant to Appendix C-9D(f). This paragraph, however, shall not be deemed to relieve Yuba of any of its obligations under this contract.

(b) Pacific may offset against any amounts due from it to Yuba under this contract any amounts due to Pacific from Yuba by reason of this contract or any breach thereof, except that no offset shall be applied by Pacific against the payments due from it to Yuba under the provisions of paragraph 9(a).

12. Yuba shall defend its lands, easements, and water rights necessary or useful to the operation of the *project*, and shall not voluntarily convey, transfer or in any manner encumber or diminish any of such rights or any Federal and State licenses and permits, or any other rights and privileges necessary or useful to the operation of the *project*, without the written consent of Pacific.

13. (a) Consistent with Yuba's use for *project* purposes, Yuba shall permit all roads, lands, rights of way and road structures owned or controlled by it for *project* purposes to be used by Pacific, without additional cost or expense, for construction, installation, operation and maintenance of any works or facilities of Pacific now in existence or hereafter constructed or installed.

(b) Consistent with Pacific's use for its own purposes, Pacific shall permit use by Yuba of Pacific's roads, road structures, and rights of way without cost or expense for the purpose of constructing, maintaining and operating facilities of the *project*.

(c) Yuba hereby grants Pacific a license to construct, install, operate, maintain, replace and repair, upon properties of the *project*, facilities of Pacific, including but not limited to facilities for transmission, transformation and distribution of electric power and for switching and control, as are necessary and desirable for the purpose of this contract. Said license shall remain in effect during the term of this contract and shall expire coincidentally therewith. Any facilities so installed by Pacific pursuant hereto shall be and remain the property of Pacific, notwithstanding that the same may have been affixed to the premises, and Pacific shall have a reasonable time after it ceases to purchase power from the *project* in which to remove its facilities so installed. In addition, at any time prior to termination of this contract, at Pacific's request Yuba shall grant Pacific, without any additional payment to Yuba, a permanent easement or right of way for constructing, installing, operating, maintaining, replacing and repairing any facilities so constructed or installed or to be constructed or installed.

14. Yuba shall indemnify Pacific, its officers, agents and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by Yuba's construction, ownership, operation or maintenance of, or by failure of, any of Yuba's works or facilities used in con-

nection with the *project*. Yuba shall, on Pacific's request, defend any suit asserting a claim covered by this indemnity. Yuba shall pay any costs that may be incurred by Pacific in enforcing this indemnity.

Pacific shall indemnify Yuba, its officers, agents and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by Pacific's construction, ownership, operation or maintenance of, or by failure of, any of Pacific's works or facilities used in connection with the *project* or installed pursuant to this contract. Pacific shall, on Yuba's request, defend any suit asserting a claim covered by this indemnity. Pacific shall pay any costs that may be incurred by Yuba in enforcing this indemnity.

15. This contract shall be effective upon due execution by the parties hereto.

16. Yuba intends to finance construction of the *project* by moneys received from the issue and sale of *project bonds* and by use of moneys from Federal and State grants and loans, and Yuba shall proceed diligently with all necessary action to complete such financing; provided, that Yuba shall not be required to accept or agree to any conditions or obligations in connection with any such financing which it deems unreasonably burdensome. If Yuba shall not have completed such financing on terms satisfactory to it and awarded *project* construction contracts prior to June 30, 1966, this contract shall thereupon terminate and neither party shall have any further obligation to the other hereunder or be liable to the other by reason of any expenses incurred or obligations undertaken for the performance by it of this contract or for any damages suffered as a result of the termination of this contract.

Upon issuance and sale of the initial issue of *project bonds* (Series A Bonds) and execution of contracts for construction of the *project*, Yuba shall furnish Pacific with a certificate to that effect. Such certificate shall be binding and conclusive upon Yuba and thereafter there shall be no termination of Yuba's obligations under this contract by reason of any provisions of this paragraph.

17. Except as provided in paragraph 16, this contract shall remain in effect so long as Yuba holds a license under the Federal Power Act and other necessary rights for the *project* permitting full performance by it of this contract, but not beyond April 30, 2016. Termination of this contract as a result of the loss by Yuba of such rights necessary for the full performance of this contract with respect to the *project* shall not affect obligations of either party accrued hereunder prior to such termination, but no further obligation shall accrue subsequent to the date of such termination and final payments as of the date of termination shall be prorated as may be appropriate.

18. No voluntary assignment of this contract, except for security purposes in connection with Yuba's financing of the *project*, shall be effective without the written consent of Pacific.

19. Any dispute that may arise hereunder between Yuba and Pacific shall, upon the written request of either party to the other, be submitted to and decided by arbi-

tration. Each of the parties shall, within 30 days after giving or receiving such written notice, appoint one arbitrator. If either party fails to appoint an arbitrator within such time, he shall be appointed by a Superior Court of the State of California in accordance with the California Code of Civil Procedure. At any time that either arbitrator concludes they cannot agree, the two arbitrators shall appoint a third arbitrator or, if they cannot agree upon a third arbitrator, he shall be appointed by said Superior Court in accordance with said Code. A decision by two of the arbitrators shall be binding on the parties. If a decision has not been reached within 90 days after appointment of the third arbitrator, on written notice by either party to the other, the arbitrators' authority shall terminate and either party may submit the matter to an appropriate court for decision.

Each party shall bear the expenses and fees of the arbitrator appointed by it and its own expenses involved in the arbitration. The expenses and fees of the third arbitrator and all other expenses of arbitration shall be borne equally by Pacific and Yuba.

20. Pacific shall cooperate with Yuba in the operation of Narrows 1 Power Plant, and in the operation of Colgate Power Project and Bullards Bar Project while Pacific owns said projects, in order to accommodate the construction and completion of the *project*. Yuba shall provide adequate access to Pacific for maintenance and operation of Pacific's facilities. Yuba shall notify Pacific in writing at least 90 days in advance of the date or dates when Yuba believes operation of said power plants will be affected by such construction. Yuba shall compensate Pacific for interference with Pacific's power plants as provided in Appendix C-2B.

21. After *full operation date* Yuba shall not voluntarily exercise its *project* water rights in any way, form or manner which would interfere with the flow available for use under Pacific's water rights associated with its Narrows 1 Power Plant. Prior to *full operation date* the flow available for use through Narrows 1 Power Plant shall be decreased only to the extent necessary for the construction of the intake for Narrows 2 Power Plant and for initial filling of the new Bullards Bar Reservoir, unless otherwise agreed, and Yuba shall compensate Pacific therefor as provided in Appendix C-2B. It is expressly understood this paragraph is not intended to nor shall it create a new or additional water right for the existing Narrows 1 Power Plant, it being the sole purpose of this paragraph to acknowledge and protect Pacific's present water rights associated with the existing Narrows 1 Power Plant.

22. The parties specifically understand and agree that in their negotiations they have taken into full account the provisions of Section 10(f) of the Federal Power Act relating to upstream benefits. They agree that such benefits are of the essence of this agreement and that the considerations forming a part of this agreement take into full account and include those benefits provided by Pacific to Yuba and those benefits provided by Yuba to Pacific, by reason of their respective facilities now existing or to be built pursuant to this contract, or by replacement, im-

provement or enlargement of Pacific's Narrows 1 Power Plant, and that neither party during the term of this contract is entitled to any further consideration with respect to such benefits. In the event that, by reason of any requirement of the Federal Power Commission or other governmental authority having jurisdiction so to do, either party is required to pay the other for benefits provided by reason of such facilities, the amounts to be paid by Pacific to Yuba under this contract shall be increased by the amount of any such benefit payment Pacific receives from Yuba or decreased by the amount of any such benefit payment Yuba receives from Pacific.

23. No replacement, improvement or enlargement of Pacific's Narrows 1 Power Plant shall result in any increase in Pacific's payments under this contract.

24. Except as otherwise provided herein, the payments to be made under this contract do not cover or take into account benefits that may be received by either party hereto as a result of the development of an undeveloped head, or the development of additional storage or water supply, and compensation for any such benefits shall be subject to agreement of the parties.

25. In the event that Marysville Reservoir is constructed, Yuba shall, at its own cost and expense and without using moneys available to it from payments made by Pacific under this contract or from funds established pursuant to Appendix C-V, (1) protect Narrows 2 Power Plant from damage or interference when the water surface in said reservoir exceeds elevation 345 measured at Marysville Dam, and (2) compensate Pacific for any loss of capacity or energy resulting at Narrows 2 Power Plant when the normal water surface in said reservoir exceeds elevation 340.

IN WITNESS WHEREOF, on the date first above written the parties hereto have subscribed this agreement by their officers thereunto duly authorized.

YUBA COUNTY WATER AGENCY

By KARL A. COZAD
Chairman of the Board of Directors

and

(Seal) By BEN ROSE
Secretary of the Board of Directors

PACIFIC GAS AND ELECTRIC COMPANY

By S. L. SIBLEY
President

and

(Seal) By E. E. MANHARD
Secretary

Appendix A

DEFINITIONS

When used in this contract the following terms shall have the meanings hereinafter set forth:

Facilities to Be Constructed, Provided, and Owned and Operated by Yuba

A-1 PROJECT

A development using the waters of Yuba River and its tributaries, including the new Bullards Bar Reservoir and Dam, Hour House Diversion, Log Cabin Diversion, the new Colgate Power Plant, Narrows 2 Power Plant, Lohman Ridge Tunnel, Camptonville Tunnel, the new Colgate Tunnel, Narrows 2 Tunnel, *project communication facilities, project headquarters and project roads*, a lake tender's cottage located at the new Bullards Bar Dam, tools, operation and maintenance equipment, including motor vehicles, and all necessary appurtenances for each of the foregoing. Recreational lands or facilities are not parts of the *project*.

A-2 NEW BULLARDS BAR RESERVOIR

The new Bullards Bar Reservoir will be a reservoir resulting from the construction of a concrete arch dam on the North Yuba River located in Section 25, Township 18 North, Range 7 East, M.D.B.&M., and appurtenant facilities.

A-3 HOUR HOUSE DIVERSION

The diversion dam and reservoir to be constructed on the Middle Yuba River, and appurtenant facilities.

A-4 LOG CABIN DIVERSION

The diversion dam and reservoir to be constructed on Oregon Creek, a tributary of the Middle Yuba River, and appurtenant facilities.

A-5 NEW COLGATE POWER PLANT

The new Colgate Power Plant will be a hydroelectric generating facility to be constructed on the North Yuba and the Yuba rivers, and shall include the new Colgate Tunnel, a penstock, a powerhouse and appurtenant facilities. The powerhouse shall be situated in Section 16, Township 17 North, Range 7 East, M.D.B.&M.

A-6 NARROWS 2 POWER PLANT

The Narrows 2 Power Plant, sometimes called "New Narrows Power Plant" by Yuba, will be a hydroelectric generating facility to be constructed on the Yuba River downstream of Englebright Dam, and shall include Narrows 2 Tunnel, a powerhouse and appurtenant facilities. The powerhouse shall be situated in Section 14, Township 16 North, Range 6 East, M.D.B.&M.

A-7 LOHMAN RIDGE TUNNEL

A diversion tunnel to be constructed extending from Hour House Diversion to Log Cabin Diversion, and appurtenant facilities.

A-8 CAMPTONVILLE TUNNEL

A diversion tunnel to be constructed extending from Log Cabin Diversion to the new Bullards Bar Reservoir, and appurtenant facilities.

A-9 NEW COLGATE TUNNEL

A power tunnel to be constructed for conveying water from the new Bullards Bar Reservoir to the penstock of the new Colgate Powerhouse.

A-10 NARROWS 2 TUNNEL

A power tunnel, sometimes called "New Narrows Tunnel" by Yuba, to be constructed for conveying water from Englebright Reservoir to Narrows 2 Powerhouse.

A-11 PROJECT COMMUNICATION FACILITIES

Facilities fully adaptable for application of metering and control channels required for communication among the units of the *project* and for compatible interconnection with Pacific's communication system, including Oregon Peak Repeater Station.

A-12 PROJECT HEADQUARTERS

The office, shop, warehouse and other facilities necessary for personnel and equipment required for the operation and maintenance of the *project*, located at or near the new Colgate Powerhouse.

A-13 PROJECT ROADS

Such roads as are needed to make the units of the *project* readily accessible for proper operation and maintenance.

Other Terms Used

A-14 COLGATE DIVERSION

An existing diversion dam and reservoir, constituting the forebay of Colgate Power Project, situated on the North Yuba River in Section 25, Township 18 North, Range 7 East, M.D.B.&M., and appurtenant facilities.

A-15 COLGATE POWER PROJECT

An existing power project, owned by Pacific on the date of this contract, which includes, with the lands on which they are situated, the following features:

- (a) Colgate Diversion.
- (b) Colgate Tunnel, approximately 28,000 feet long,

which diverts water from the North Yuba River at the Colgate Diversion to the head of Colgate Penstock.

(c) Colgate Penstock, approximately 1,650 feet long, which diverts water from the downstream portal of Colgate Tunnel to the Colgate Powerhouse.

(d) Colgate Powerhouse and camp situated on the Yuba River in Sections 9 and 16, Township 17 North, Range 7 East, M.D.B.&M.

(e) Lake Francis situated on Dobbins Creek in Sections 4 and 5, Township 17 North, Range 7 East, M.D.B.&M.

(f) Browns Valley Ditch, approximately 1.65 miles long, which diverts water from the head of Colgate Penstock to Browns Valley Irrigation District Canal.

(g) Water rights appurtenant to the Colgate Power Project.

A-16 COLGATE 60 KV SWITCHYARD

An existing switchyard of Pacific consisting of a 60 kv double bus structure, oil circuit breakers, air switches and auxiliary equipment, and land upon which it is situated, located adjacent to the powerhouse of Colgate Power Project.

A-17 NARROWS 1 POWER PLANT

An existing power plant of Pacific, constructed, and presently owned and operated under Federal Power Commission License No. 1403.

A-18 BULLARDS BAR PROJECT

An existing dam, reservoir and power plant of Pacific, constructed, and presently owned and operated, under Federal Power Commission License No. 187.

A-19 TABLE MOUNTAIN SUBSTATION

The substation constructed by Pacific in Section 28, Township 20 North, Range 3 East, M.D.B.&M.

A-20 ENGLEBRIGHT RESERVOIR

An existing reservoir north and northeast of Smartville, resulting from a dam on the Yuba River owned by the United States.

A-21 MARYSVILLE RESERVOIR

A proposed reservoir with a normal maximum water surface at elevation 340 which would result from construction of a dam on the Yuba River approximately 10 miles downstream of Englebright Reservoir.

A-22 BULLARDS BAR RECREATIONAL FACILITY

Those recreational facilities which will be developed in conjunction with the new Bullards Bar Reservoir, as described in Schedule K of Yuba's construction contract documents numbered 65-674, dated September, 1965.

A-23 YUBA RIVER DEVELOPMENT

That comprehensive development proposed by Yuba including the *project*, more fully described in Resolution No. 65-27 adopted by Yuba's Board of Directors on November 23, 1965, a copy of which is attached hereto as Exhibit 1 of Appendix E.

A-24 STORAGE

The amount of water held in the new Bullards Bar Reservoir.

A-25 OPERABLE

(a) With respect to a power plant: Having all features and equipment operating simultaneously in such condition and adjustment that the plant is capable of continuous delivery into Pacific's transmission lines at its full capacity for the then existing head of water. The date on which a plant becomes *operable* shall occur only after satisfactory completion of start-up tests. This date must be confirmed by satisfactory completion of efficiency and performance tests, which shall be conducted as soon as possible and shall commence not later than 30 days after the first delivery of power from the plant provided that a suitable head of water exists for such tests, or as soon thereafter as a suitable head of water exists. For the purpose of this paragraph, one of the performance tests, which shall follow the start-up tests, shall include the satisfactory operation of each plant under the conditions of Appendix C-1 for a period of at least 30 days.

(b) With respect to dams and other elements of the *project*, including power plants: Being completed in a features and being capable of maintaining simultaneously such continuity of performance as is necessary for the reliable operation of the *project*; provided, if Yuba accepts Narrows 2 Power Plant from the *project* construction contractor after the plant becomes *operable* but prior to *full operation date*, and Pacific concurs in such acceptance, Narrows 2 Power Plant shall at all times thereafter be deemed *operable* for purposes of determining the occurrence of *full operation date*.

A-26 FULL OPERATION DATE

Whichever of the following dates is first to occur after March 31, 1970, when all elements of the *project* are *operable*:

(a) The first date the aggregate *storage* is equal to or greater than the storage specified in Appendix D for the new Bullards Bar Reservoir, or the pro rata *storage* for days other than the end of month as determined by straight-line interpolation; or

(b) June 1, 1971.

A-27 ELEVATION

Height in feet above United States Geological Survey datum.

A-28 PROJECT POWER PLANT USE

Use of electric power supplied solely from the powerhouse main station service transformer bank and solely for operating and maintaining the powerhouses of the *project*, the gates and valves of the *project*, and not for *project headquarters* or for any other purposes.

A-29 PROJECT BONDS

The Series A and Series B revenue bonds issued or proposed to be issued by Yuba to meet its obligations to construct the *project* under this contract, as specified in paragraph 16, and, in addition, any bonds issued in order to refinance the said bonds.

A-30 PROJECT CONSTRUCTION COSTS

Project costs of construction prior to full operation date, including cost of acquisition of sites and easements, acquisition of Colgate Power Project and Bullards Bar Project and removal of said facilities and equipment as required by regulatory bodies or by the contract for the purchase of said projects, compensating Pacific for interference with Pacific's power plants as provided in Ap-

pendix C-2B, clearing, engineering, legal and financial services, funded bond interest, application, permit and license fees and costs, inspection, insurance premiums, bond trustees' or fiscal agents' fees, bond paying agent fees, and all other costs incident to planning, investigation, authorization, financing, construction of and equipping the facilities; and, prior to a *project* power plant becoming *operable*, salaries of the *project* manager and *project* operation personnel and other costs of staffing, supplying, operating and maintaining the *project*.

A-31 BROWNS VALLEY IRRIGATION DISTRICT CONTRACTS

Two contracts between Pacific and Browns Valley Irrigation District which are described as follows:

(a) That certain contract dated October 17, 1940, whereby, among other things, Pacific acquired certain District properties and altered its obligations to deliver water to District.

(b) That certain contract dated August 18, 1960, providing for the use of a part of District's water for the production of electric power.

Appendix B

REQUIREMENTS AND GENERAL SPECIFICATIONS FOR POWER PRODUCTION FEATURES OF YUBA RIVER DEVELOPMENT

The following requirements and specifications cover the general conditions for major structures, equipment and facilities for the *project*. In addition to those herein described, the *project* shall contain all structures and facilities needed for the development of water and power and for the operation and maintenance of the *project*. Requirements and specifications herein contained may be changed by mutual consent of the parties.

It is essential to the economic feasibility of the *project* and of this contract that there be a minimum of lost generation caused by breakdowns of equipment and unnecessary delays in accomplishing repairs and replacements. Both in equipment design and in the time necessary in order to obtain delivery of replacements and replacement parts, all equipment must be such that it can be repaired, and that replacements thereto may be made, within a period of time substantially similar to that required for repairs and replacements of similar equipment which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers.

All suppliers of equipment (a) shall be experienced in the manufacture of the class, size and rating of the various components specified herein, and (b) shall agree and give written assurances acceptable to Yuba and approved by Pacific, prior to execution of the construction contracts, that they will have available and maintain within the continental United States for the duration of this contract a factory trained engineering service organization, satisfactory to Yuba and Pacific, capable of providing prompt and competent technical assistance in making necessary replacements of, repairs to, or alterations of said equipment. All equipment supplied shall be substantially equal in quality and design of materials to such similar equipment which Pacific has installed in its above-mentioned hydroelectric projects. Yuba shall arrange for inspection, satisfactory to Yuba and Pacific, of all major components of equipment during manufacture, which inspection shall be conducted by personnel fully experienced and qualified in the performance of such inspections, and promptly shall furnish copies of all inspection reports to Pacific.

Suppliers of equipment under this Appendix shall, if requested either by Yuba or by Pacific, prior to execution of the construction contract, agree (1) to furnish and deliver to Yuba, without charge, all parts required to replace defective parts until three years after the *full operation date*, but this requirement shall not enlarge in any other manner the seller's obligations under the usual required equipment warranties, (2) to maintain during the term of this contract within California an adequate supply of spare parts for parts normally requiring replacement, in addition to those required by subsequent paragraphs of this Appendix, (3) to consign such additional spare parts to

Yuba, and (4) to make available to Yuba, at agreed prices, parts so consigned.

The suppliers promptly shall furnish to Yuba, if requested either by Yuba or by Pacific, complete design and shop detail drawings for all equipment and complete equipment warranty data, in four copies, with all notes, titles and instructions in form acceptable to Yuba and Pacific.

All equipment and parts used and all measurements or dimensions shown on the drawings shall conform to standards commonly in use in the United States and acceptable to Yuba and Pacific.

B-1 DAMS AND RESERVOIRS

(a) *General for All Dams and Reservoirs.* All dams and appurtenances shall be designed and constructed according to accepted engineering principles and shall be approved by the appropriate State and Federal agencies. Dams shall include appropriate cutoffs and grout curtains and all features of dams shall be so constructed as to minimize leakage. Crest gates shall provide a minimum of one foot of freeboard above maximum operating level and shall be provided with water seals to prevent leakage. All dams not having crest gates shall have the permanent spillway crest set not less than one foot above the operating water surface. All crest gates shall be power operated.

All gates and valves for discharge of water or for sluicing from reservoirs or diversion ponds shall be power operated unless otherwise provided in this Appendix B. All gates and valves shall be capable of continuous operation and, wherever practicable, shall be equipped for hand as well as power operation. All sluiceways shall be steel lined. In addition to the facilities specifically required by this Appendix, all dams shall be provided with adequate facilities to permit bypass of water for purposes of fish and stream maintenance as prescribed by the Federal Power Commission License for the *project*. Each outlet from a reservoir or diversion pond shall be provided with a trashrack with facilities for its cleaning where applicable.

(b) *New Bullards Bar Dam.* The new Bullards Bar Dam shall be a concrete arch dam situated in Section 25, Township 18 North, Range 7 East, M.D.B.&M. The reservoir shall have an active capacity of not less than 679,000 acre-feet of storage between elevation 1,955 and elevation 1,732, at which latter elevation the storage shall be not less than 251,000 acre-feet. Not more than the top 53 feet of storage shall be subject to spillway gate control.

The spillway crest gates shall be provided with local control and shall be capable of discharging, when all crest gates are open, a flow of not less than 160,000 cubic feet per second with maximum water level at elevation 1,963.8. The top of the crest gates shall be at elevation

1,957. Both normal and emergency power supplies shall be provided for operation of the spillway crest gates.

The upstream invert of the sluiceway outlet structure shall be set at a level which will permit unwatering the reservoir for maintenance. A 72 inch hollowjet free discharge valve and an 84 inch butterfly guard valve shall be provided. The guard and free discharge valves shall be designed for local control. A fish release valve not less than six inches in diameter shall be provided. Said valve shall be equipped with a guard valve and shall be so located that the controls are readily accessible for operation at all times. The guard, free discharge and fish release valves and structures shall be suitable for continuous discharge at full range of head and openings. The fish release facilities shall be designed for manual operation.

(c) *Hour House Diversion Dam.* Hour House Diversion Dam shall be situated in Section 20, Township 18 North, Range 9 East, M.D.B.&M. It shall have an ungated overpour spill crest set at an elevation one foot above the water level required to deliver 700 cubic feet per second through Lohman Ridge Tunnel into Log Cabin Diversion Reservoir when the water surface in the latter reservoir is at elevation 1,969. A sluice not less than five feet in diameter shall be provided, the invert of which shall not be more than 10 feet above original stream bed. A fish release valve of not less than 24 inches in diameter shall be provided. Said valve shall be equipped with a guard valve or stop-log gate, shall be protected from direct overpour, and shall be so located that the controls are readily accessible for operation at all times. The fish release facilities shall be designed for manual operation.

(d) *Log Cabin Diversion Dam.* Log Cabin Diversion Dam shall be situated in Section 11, Township 18 North, Range 8 East, M.D.B.&M. It shall have an ungated overpour spill crest set at an elevation one foot above the water level required to deliver 900 cubic feet per second through Camptonville Tunnel into the new Bullards Bar Reservoir when the water surface in the latter reservoir is at elevation 1,955. A sluice not less than five feet in diameter shall be provided, the invert of which shall not be more than 10 feet above original stream bed. A fish release valve of not less than 18 inches in diameter shall be provided. Said valve shall be equipped with a guard valve or stop-log gate, shall be protected from direct overpour, and shall be so located that the controls are readily accessible for operation at all times. The fish release facilities shall be designed for manual operation.

B-2 FLOW TUNNELS AND FLOW TUNNEL INTAKES

(a) *General for Diversion Tunnel Intakes.* Intakes at the diversion dams shall be located near the dams and shall be provided with a trashrack and a power operated tunnel intake gate. Provision shall be made for efficient and convenient cleaning of each trashrack. A log boom or floating platform shall be provided. The trashrack shall be designed to permit future installation of an automatic trashrake. A minimum of 40 feet of concrete lined tunnel shall extend downstream from the intake.

(b) *General for all Flow Tunnels.* The grade and capacity of the flow tunnels shall be based on an unlined

tunnel with the value of Manning's "n" assumed at not less than 0.030 for the design area and on the basis of the tunnel flowing full. Concrete lined sections shall be proportioned to give less head loss than unlined sections with the value of Manning's "n" assumed at not less than 0.015 for the lined sections. Lining shall be required where (1) permanent supports are used, (2) cracks or seams that may cause rock falls exist, or (3) rock conditions are not suitable for a permanently unlined tunnel section. Vehicle access into the tunnels at one end and personnel and supply access at both ends shall be provided to permit inspection and maintenance.

(c) *Lohman Ridge Tunnel.* The capacity of this diversion tunnel shall not be less than 700 cubic feet per second when the water level at Hour House Diversion Dam is at elevation 2,029 and the water level in Log Cabin Diversion Dam is at elevation 1,969.

(d) *Camptonville Tunnel.* The capacity of this diversion tunnel shall not be less than 900 cubic feet per second when the water level at Log Cabin Diversion Dam is at elevation 1,969 and the water level in new Bullards Bar Reservoir is at elevation 1,955.

B-3 POWER INTAKES, CONDUITS AND TUNNELS

(a) *General for all Power Intakes.* Intakes with power operated gates or valves and with trashracks of suitable area and bar spacing shall be provided for all power intakes. Provision shall be made for a bulkhead or stop-log gate upstream of each intake gate or valve. The bulkhead gates for the new Bullards Bar Dam shall be capable of emergency closing under maximum unbalanced pressure. Provision shall be made for convenient and efficient cleaning of trashracks. The trashracks shall be designed to permit future installation of automatic trashrakes. The main gates or valves at the new Bullards Bar Dam shall open or close under maximum unbalanced pressure, and at Narrows 2 Power Plant shall open under balanced pressure. The main intake valve at the new Bullards Bar Dam must close automatically, without external power, both when the flow exceeds 110 percent to 120 percent of the maximum demand flow in the tunnels, and when activated by remote control from the New Colgate Powerhouse. The Narrows 2 Power Plant intake gate shall close automatically, without external power supply, when activated by remote control from Narrows 2 Powerhouse.

(b) *General for all Power Tunnels.* Power tunnels shall be designed to withstand the full head which will be imposed on them and shall be lined (1) in all locations where permanent supports are used, (2) in locations where cracks or seams might permit leakage or cause rock falls, and (3) where rock conditions are not suitable for a permanently unlined pressure tunnel section. Adits, if used, shall have a fully grouted plug, and tunnel lining shall be provided adjacent to the adit and in the adit as necessary to minimize leakage, prevent blowouts, and assure structural integrity. Adit plugs shall be provided with an access door not less than seven feet by seven feet in dimension. Personnel and supply access shall be provided at both ends of the tunnels in order to permit inspection and

maintenance. Vehicle access into the new Colgate Tunnel shall be provided at the downstream portal and at all adits. The physical tunnel grade shall be established so that the hydraulic grade line will be at a safe level above the tunnel and penstock assuming a fully unlined tunnel of roughness corresponding to a value of Manning's "n" of not less than 0.035 for the design section and assuming the flow exceeds 110 percent maximum demand flow.

The tunnel sizes specified in subsequent paragraphs are the minimum design sizes and are for unlined sections of horseshoe shape having horizontal inverts and vertical walls to the spring line. Head loss for the unlined sections shall be based on a value of Manning's "n" of 0.030 on the design area. Lined sections shall be of a dimension and shape having less head loss than the unlined section with a roughness of the lined section assumed equal to a value of Manning's "n" of 0.015 for concrete and 0.011 for steel. Transition from lined to unlined sections shall be gradual in order to minimize transition losses. Unlined tunnel sections having equivalent or better hydraulic properties may be used in place of those specified. At the penstock portals, linings designed for the pressures imposed on them shall extend at least to the point where the depth of ground cover equals the static head. Other steel or reinforced concrete lining shall be used as necessary.

(c) *New Colgate Tunnel.* The unlined section shall be not smaller than a 26 foot by 26 foot horseshoe. The design capacity shall be 3,220 cubic feet per second. Water velocity in the unlined section of the tunnel shall not exceed 5.5 feet per second with a flow of 3,220 cubic feet per second. Steel or reinforced concrete tunnel liner shall be installed wherever cover is less than static head. The tunnel liner shall be designed for full pressure to a point where cover is at least 0.4 static head; with greater cover, the quality of the rock shall be considered in the design of the liner. The tunnel shall be lined from the surge chamber to the downstream tunnel portal. A rock and sand storage trap of adequate size and type shall be installed at the lower end of the tunnel in order to prevent rock and sand from reaching the penstock. No unlined tunnel or unlined surge tank shall be used between the storage trap and the penstock.

The exposed steel conduit between the upstream tunnel portal and new Bullards Bar Dam, and the steel conduit embedded in the new Bullards Bar Dam, shall be designed in accordance with penstock criteria. The steel lined tunnel adjacent to the upstream tunnel portal shall be designed in accordance with liner criteria. The said penstock and liner design criteria are more fully specified in Appendix B-5(a) below.

(d) *Narrows 2 Tunnel.* The tunnel shall be fully lined and the invert at the intake shall not be higher than elevation 439 feet. Water velocity in the tunnel shall not exceed 12.2 feet per second in concrete lined sections, or 19.1 feet per second in steel lined sections. Steel or reinforced concrete tunnel liner shall be installed from the downstream portal to a point where the ground cover equals the static head. The tunnel liner shall be designed for full pressure to a point where cover is at least 0.4 static head; with greater cover, the quality of the rock shall be considered in the design of the liner. The conduit

shall be so proportioned that the head loss in the conduit shall not exceed four feet when delivering 2,940 cubic feet per second to the Narrows 2 Turbine. A bypass consisting of a 36 inch Howell-Bunger valve shall be provided near the downstream end of the steel liner. Said valve shall be suitable for continuous discharge at full range of head and openings and shall be capable of local and remote control.

B-4 NEW COLGATE SURGE TANK

A surge tank shall be located at or near the upper end of the new Colgate Penstock. It shall be of non-spilling design and of sufficient diameter to stabilize the water surface in the tank during plant operation. It shall permit acceleration from zero flow to 110 percent of power plant design flows, and shall permit deceleration of flows from 110 percent of power plant design flows to zero flow. The tank shall be adequate for the foregoing flow acceleration in one minute and the foregoing flow deceleration in three minutes. In all cases, both for acceleration and deceleration of water, the surge tank shall be adequate to care for flow changes occurring within the time specified or for any longer period of time. Valves located downstream from the tanks shall be adjusted to closing times which will not create surges in the tank greater than those caused by the foregoing flow changes. For the specified flow and acceleration conditions, the tank shall be suitable for conditions of minimum operating water surface at new Bullards Bar Reservoir assuming high friction values. For deceleration conditions, the tank shall be suitable for conditions of maximum operating water surface at the reservoir assuming low friction values. Conservatively long lengths of lined tunnel shall be assumed for the design of the tank.

B-5 PENSTOCKS AND STEEL TUNNEL LINERS

(a) *General for all Penstocks and Steel Liners.* The design and fabrication of penstocks and steel tunnel liners shall conform to "The American Society of Mechanical Engineers Rules for Construction of Unfired Pressure Vessels", 1962 edition, as amended to date, except where it may differ from the following requirements and limitations. Pressures for the design of penstocks and steel tunnel liners shall include proper allowance for surge and water hammer. In any event, the allowance for water hammer shall be not less than the percentage specified under Appendix B-7 of the maximum static pressure at the turbine diminishing linearly in proportion to the developed length of the water column to zero at the maximum static water level in the surge tank or reservoir. All longitudinal and circumferential welded penstock joints shall be double butt-welded and tested. Tests shall be made either by radiographing, or by sonic testing with radiographing of suspect welds. Procedures for radiographing and sonic testing shall be in accordance with latest ASME practice. The fully fabricated units containing welding shall be stress relieved. Field welding on penstocks or tunnel steel liners shall be in accordance with latest ASME practice and be limited to girth welds. The very best welding practice and field control shall be utilized in all field

welding operations. Steel stress shall not exceed 27 percent of the ultimate strength with welds assumed to be 100 percent efficient. The interior of all penstocks and steel tunnel liners shall be shop coated with hot coal tar enamel and application on all straight sections shall be by the spinning process. In establishing the head losses in subparagraphs (b) and (c) following, the interior roughness of coal tar lining shall be assumed to correspond to a value of Manning's "n" of 0.011. Penstock piers and anchors shall rest in firm material. Where anchors or piers are located adjacent to material subject to erosion, the penstock trench shall be gunited or concreted to preclude any possibility of undermining the piers or anchors and a drainage system shall be provided, designed so as not to wash into the powerhouse yard or any switching facilities.

(b) *New Colgate Penstock.* The new Colgate Penstock shall be so proportioned that the head loss in the penstock shall not exceed 25.4 feet when delivering 3,220 cubic feet per second to the turbines. The bifurcation, whether shop or field fabricated, shall be stress relieved in accordance with "The American Society of Mechanical Engineers Rules for Construction of Unfired Pressure Vessels", 1962 edition, as amended to date. An outlet from the penstock, at approximately elevation 1,255, shall be provided to supply water to the Browns Valley Ditch. This outlet shall be equipped with a manually operated guard valve and with a regulating valve capable of releases adjustable from zero to not less than 15 cubic feet per second over the full range of penstock pressure. The regulating valve shall be provided with local manual control and with automatic float control from the ditch.

B-6 POWER PLANT INSTALLATION

(a) *General for all Power Plants.* Each plant shall be capable of starting and operating, for the purpose of testing transmission lines, without being connected to or dependent upon the transmission system constructed by Pacific pursuant to this contract, and when detached from the transmission system at the powerhouse or at a remote point, shall be capable of maintaining close frequency regulation on the load supplied, and shall comply with the performance requirements of the AIEE "Recommended Specification for Speed Governors of Hydraulic Turbines", No. 605, or the latest revision thereof.

(b) *New Colgate Power Plant.* The plant shall have an installed capacity that will generate and have an input to the transmission lines of not less than 240,000 kilowatts with an effective head of 1,124 feet and water use of not more than 3,000 cubic feet per second.

(c) *Narrows 2 Power Plant.* The plant shall have an installed capacity that will generate and have an input to the transmission lines of not less than 33,200 kilowatts with an effective head of 185 feet and water use of not more than 2,619 cubic feet per second. A suitable tailrace channel shall be provided so that the tailrace water level at Pacific's Narrows 1 Powerhouse will not exceed elevation 287 feet when there is full flow through Narrows 1 Powerhouse and the design flow of 2,940 cubic feet per second through Narrows 2 Powerhouse and

when the water elevation in the proposed Marysville Reservoir is below elevation 287 feet.

B-7 TURBINES AND RELATED EQUIPMENT

(a) *General for all Turbines and Related Equipment.* All turbines and related equipment, including but not limited to turbine shutoff valves (if used), pressure regulators (if used) and governors, shall be equal in completeness of features and quality of design and materials in all respects to those which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers. Spare parts for turbines and related equipment shall be provided as may be required by the general requirements of this Appendix B, but to no less an extent than at Pacific's said installations.

(b) *New Colgate Turbines.* The power plant shall have two turbines which shall be of the six nozzle vertical Pelton type. Each turbine shall be rated not less than 212,000 hp at the rated rpm for the type of runner used, at an effective head of 1,306 feet when passing not more than 1,610 cubic feet per second. The turbines shall be designed for "best gate" efficiency at or above 90 percent of rated capacity. The turbines shall operate successfully over a variable static head of 1,388 feet to 1,165 feet. Each turbine shall develop not less than 168,500 hp at 1,124 feet net effective head when passing not more than 1,500 cubic feet per second.

Each turbine shall be provided with a shutoff valve, either a 180 rpm integrally cast runner or a 163.6 rpm bolted type runner, and deflectors capable of continuously deflecting the maximum possible discharge.

Following load rejection of maximum turbine output the maximum pressure rise in the turbine distributor casing shall be limited to 10 percent and the overspeed of the unit shall be limited to 30 percent.

(c) *Narrows 2 Turbine.* The power plant shall have one turbine which shall be of the vertical Francis type. The turbine shall be rated not less than 70,000 hp, 163.6 rpm, at an effective head of 236 feet when passing not more than 2,940 cubic feet per second, shall operate successfully over a variable static head of from 188 feet to 240 feet when the tailrace water elevation is at 287, and shall be designed to operate successfully at any elevation up to the normal water surface of elevation 340 in the proposed Marysville Reservoir measured at Marysville Dam. The turbine shall be designed for "best gate" efficiency at or above 90 percent of rated capacity. It shall develop not less than 46,700 hp at 185 feet net effective head when passing not more than 2,619 cubic feet per second. The turbine shall be designed to operate without a pressure regulator. Following load rejection of maximum turbine output, the maximum pressure rise in the scroll case shall be limited to 30 percent and the overspeed of the unit shall be limited to 40 percent.

B-8 GENERATORS AND RELATED EQUIPMENT

(a) *General for All Generators and Related Equipment.* All generators and related equipment, including but not limited to exciters, storage batteries and voltage

regulators, shall be equal in completeness of features and quality of design and materials in all respects to similar equipment which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers. Spare parts for generators and related equipment shall be provided as may be required by the general requirements of this Appendix B, but to no less an extent than in Pacific's said installations. All generators shall be designed to withstand, without damage or distortion, the forces resulting from overspeed of not less than 10 percent in excess of the maximum turbine runaway speed. All generator ratings shall be on the basis of 60° C rise.

(b) *New Colgate Generators.* The rating of each generator shall be 13,800 volts, 0.90 power factor lagging, 1.1 short circuit ratio, 60 cycles, 3 phase, 163.6 or 180 rpm to match turbine speed, Class B insulation, and not less than 158,000 kva.

(c) *Narrows 2 Generator.* The rating of the generator shall be 13,800 volts, 0.85 power factor lagging, 1.05 short circuit ratio, 60 cycles, 3 phase, 163.6 rpm, Class B insulation, and not less than 55,000 kva.

B-9 MAIN POWER TRANSFORMERS

(a) *General for all Main Power Transformers.* All main power transformers shall be 60 cycles, oil-insulated, air cooled, equal in completeness of features and in quality of design and materials in all respects to similar equipment which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers. Transformers shall be provided with lightning arresters adjacent to the high voltage terminals. All transformer ratings shall be on the basis of 55° C rise. As used herein, "BIL" refers to the basic impulse level of the voltage which the insulation can withstand.

(b) *New Colgate Transformers.* Each unit shall be provided with a transformer rated 230 kv with not less than 825 kv BIL and with a 3 phase bank rating of not less than 158,000 kva. The high voltage winding shall be grounded wye with the following full capacity taps:

| | |
|---------|-----------|
| 240,000 | Y/138,500 |
| 235,000 | Y/135,500 |
| 230,000 | Y/132,800 |
| 225,000 | Y/129,900 |
| 220,000 | Y/127,000 |

The low voltage winding shall be 13,800 volts, delta connected. The impedance at rated kva and voltage, and within standard tolerances, shall be not more than 12.5 percent.

A third transformer bank shall be provided for connection to Pacific's 60 kv line. The transformer shall be rated at 230 kv with not less than 825 kv BIL and with full 69 kv insulation on the 63 kv auto tap. The 3 phase bank rating shall be not less than 75,000 kva.

The 230 kv winding shall be grounded wye with the following full capacity taps:

| | |
|---------|-----------|
| 240,000 | Y/138,500 |
| 235,000 | Y/135,500 |
| 230,000 | Y/132,800 |
| 225,000 | Y/129,900 |
| 220,000 | Y/127,000 |

and the following full capacity auto taps:

| | |
|--------|----------|
| 63,000 | Y/36,370 |
| 61,500 | Y/35,510 |

A tertiary delta connected winding shall be provided for stabilizing purposes. The impedance at rated kva and voltage, and within standard tolerances shall be 11 percent.

(c) *Narrows 2 Transformer.* The transformer shall be rated 60 kv with not less than 350 kv BIL and with a 3 phase bank rating of not less than 55,000 kva. The high voltage winding shall be grounded wye with the following full capacity taps:

| | |
|--------|----------|
| 66,000 | Y/38,100 |
| 64,500 | Y/37,200 |
| 63,000 | Y/36,370 |
| 61,500 | Y/35,510 |
| 60,000 | Y/34,640 |

The low voltage winding shall be 13,800 volts, delta connected. The impedance at rated kva and voltage, and within standard tolerances, shall be not more than 10.4 percent.

B-10 STATION POWER FACILITIES AND OTHER EQUIPMENT

Station power equipment and all other auxiliary equipment for all power plants shall be equal in completeness of features and in quality of design and materials in all respects to similar equipment which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers.

The normal source of station power for each plant shall be from the generator bus. Each plant shall be provided with an emergency power supply consisting of a transformer bank connecting to a reliable distribution circuit.

Power line extensions from Pacific's existing distribution system for supply of electrical energy to the powerhouse emergency supplies, and to dams, diversions and recreational facilities, are not features of the project.

Overhead structures and required line circuit breakers, disconnect and ground switches shall be provided, to which Pacific's transmission lines will be connected.

Adequate facilities shall be installed for modern relay protection of transmission lines constructed by Pacific pursuant to this contract.

B-11 PROJECT COMMUNICATION FACILITIES

Adequate communication facilities shall be provided to insure reliable and efficient operation and maintenance

of the project. All project communication facilities shall be equal in completeness of features and in quality of design and materials in all respects to similar equipment which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers. The basic communication system requirements are specified herein.

Communications between project powerhouses shall be by a microwave radio system utilizing an active microwave repeater station to be constructed by Yuba at Oregon Peak, herein called "Oregon Peak Repeater Station". A VHF radio system with a base station at Oregon Peak Repeater Station shall be provided for communication to project vehicles at any project location or any access road thereto. Project vehicles shall be equipped with mobile radio units as necessary for project operation. A VHF radio system shall also be provided as required for collection of hydrological data from remote project locations. Communications shall be extended from the various powerhouse communication terminals to all essential operating points of the project not covered by the microwave radio or VHF radio systems.

Interconnection between Yuba's communication system and Pacific's communication system shall be (1) by aerial cable to Pacific's Narrows 1 Powerhouse, (2) by microwave radio to Pacific's integrated communication system, and (3) with the present carrier system now terminated at the powerhouse of Colgate Power Project.

All components of Yuba's communication system which are interconnected with Pacific's communication system shall be compatible with the equipment owned by Pacific.

To insure compatibility, Yuba shall submit a communication plan to Pacific for review before specifications are issued and any final engineering design is begun.

All communication equipment shall be solid state and DC battery operated. All microwave radio stations shall be provided with 100 percent RF standby equipment. All standby equipment shall be connected for automatic transfer operation. Engine driven standby facilities shall be provided for AC power requirements of the communication facilities at Oregon Peak Repeater Station.

All communication equipment shall be covered by separate specifications and shall be furnished with the manufacturer's recommended test equipment. Spare parts for routine maintenance shall be provided. Wherever possible, integral systems shall be from the same manufacturer; however, responsibility for correct operation shall be assigned to all manufacturers supplying equipment for integral systems. Specifications shall include requirements for field acceptance tests.

Provision shall be made to connect the new Colgate Powerhouse, project headquarters and the lake tender's cottage into the nearest commercial telephone service.

B-12 AUTOMATIC POWER PLANT FACILITIES

(a) *General for all Project Power Plants.* The control, metering, protective and alarm systems for all project power plants shall be equal in completeness of features and quality of design and materials in all re-

spects to similar equipment which Pacific has installed in its hydroelectric projects during the past 10 years on the Feather, Stanislaus, Kings, McCloud and Pit rivers.

The new Colgate Powerhouse shall be designed as the master station for control of all other operating facilities of the project. Normal operation shall be with Narrows 2 Powerhouse and Narrows 1 Powerhouse under remote dispatch from the new Colgate Powerhouse. In addition, new Colgate Powerhouse and Narrows 2 Powerhouse shall be designed for remote dispatch from Table Mountain Substation.

Facilities at all locations within the project and at Oregon Peak necessary for communications, remote dispatch, indication, telemetering, automatic load dispatch system, and alarms, as required for safe and reliable operation of all power plants, dams and appurtenances within the project, shall be provided by Yuba. All equipment required at Table Mountain Substation shall be provided by Pacific.

(b) *The new Colgate Power Plant.* The new Colgate Power Plant shall be designed for manual control, local automatic control and remote dispatch with a transfer means to select the method of operation. The unit load control shall be designed for the following:

- (1) manual control,
- (2) automatic load dispatch from Pacific's System Dispatch Office, and
- (3) automatic load dispatch from Table Mountain Substation.

A load control transfer means to select either manual control or automatic load dispatch shall be provided both at the new Colgate Powerhouse (when the powerhouse is on manual control or local automatic control) and at Table Mountain Substation (when the plant is on remote dispatch).

The load control shall not interfere with the full and free operation of the governor so that the unit when detached from the system at the powerhouse or at a remote point may maintain close frequency regulation on the load being supplied. Separate alarm indications shall be transmitted to Table Mountain Substation for, but not limited to, the following:

- (1) unit shutdown,
- (2) unit separation, and
- (3) miscellaneous station alarms.

The new Colgate Powerhouse remote dispatch equipment shall be provided with sufficient spare points to permit the remote dispatch to be extended to include control of the Colgate 60 KV Switchyard.

(c) *Narrows 2 Power Plant.* Narrows 2 Power Plant shall be designed for manual control, local automatic control and remote dispatch with a transfer means to select the method of operation. The load control shall not interfere with the full and free operation of the governor so that the unit when detached from the system at the powerhouse or at a remote point, may maintain close frequency regulation on the load being supplied.

Separate alarm indications shall be transmitted for, but not limited to, the following:

- (1) unit shutdown,
- (2) unit separation, and
- (3) miscellaneous station alarms.

The Narrows 2 Powerhouse remote dispatch equipment shall be provided with sufficient spare points to permit the remote dispatch to be extended to include control of Narrows 1 Powerhouse.

B-13 GAGES AND METERS

(a) *General for all Reservoirs—Water Levels.*

- (1) Staff gages shall be provided, and water level recorders with telemetering equipment shall be installed, at the new Bullards Bar Reservoir and Englebright Reservoir.
- (2) *New Bullards Bar Reservoir.* The new Bullards Bar Reservoir water level shall be telemetered to the new Colgate Powerhouse and Table Mountain Substation and the telemetering equipment shall have digital type readout.
- (3) *Englebright Reservoir.* The Englebright Reservoir water level shall be telemetered to Narrows 2 Powerhouse, the new Colgate Powerhouse, and Table Mountain Substation. The telemetering equipment shall have digital type readout.

(b) *Stream Flow.* Stations and recorders shall be provided at the following locations to measure stream flow:

- (1) On the Middle Yuba River, both upstream and downstream of Hour House Diversion Dam.
- (2) On Oregon Creek, both upstream and downstream of Log Cabin Diversion Dam.
- (3) On the North Yuba River, below the new Bullards Bar Dam but upstream of the confluence of the North and Middle Yuba rivers.

Additional recorders shall also be provided as required by the Federal Power Commission.

All stream flow recorders shall be located at sites which will provide consistent and accurate measurements over the full range of expected flows. Staff gages shall be installed where applicable to permit supplementary methods of determining flows.

(c) *Conduit Flow.* Recorders shall be installed to provide a continuous record of flow and temperature in the new Colgate Tunnel and in Narrows 2 Tunnel. Recorded flow and temperature at said points may be determined at the powerhouses with suitable recording devices by adjusting for any diversions from penstocks.

Staff gages shall be provided where applicable to permit supplementary methods of determining flows.

(d) *Canal Diversion.* A recorder shall be installed to provide a continuous record of flow in the Browns Valley Ditch at the existing recording gage known as

NY10, located in the Southeast Quarter of Section 8, Township 17 North, Range 7 East, M.D.B.&M. A suitable staff gage shall be installed in the Browns Valley Ditch as close as practicable to the outlet to the Ditch from the new Colgate Penstock.

(e) *Radio Reporting Precipitation Stations.* If required by the United States Corps of Engineers, a maximum of five radio reporting precipitation stations associated with the new Bullards Bar Reservoir shall be installed.

(f) *Precipitation and Temperature Stations.* Commencing on date of transfer of Colgate Power Project from Pacific to Yuba, Pacific shall be relieved of all responsibility for precipitation and temperature stations connected with Bullards Bar Project and Colgate Power Project and Yuba shall assume responsibility for operating these stations.

(g) *Power Plant Meters.* In addition to the normal installation of transmission and generator meters, the following installations shall be provided at each project power plant:

- (1) For registration of delivery of power from the project to Pacific, a watt-hour meter with demand register and with provision for adjustment to equivalent values at the high tension delivery point, and a recording watt-meter.
- (2) For registration of delivery of power from Pacific to the project, a watt-hour meter with demand register and with provision for adjustment to equivalent values at the high tension delivery point.
- (3) For registration of delivery of power for project power plant use, a watt-hour meter with demand register.
- (4) For registration of delivery of power for emergency station power, a watt-hour meter with demand register.
- (5) For registration of project power plant voltage, a recording voltmeter.

Meters specified above for items (1), (2) and (5) are to be connected to the low tension side of the main transformer bank. The meters specified above for items (3) and (4) are to be connected to the load side of the station service and emergency station power transformer banks.

Not later than the date when the meters referred to in items (2) and (4) above first register power delivered by Pacific, Yuba shall convey said meters to Pacific without charge and shall furnish Pacific bills of sale therefor.

B-14 START-UP, EFFICIENCY AND PERFORMANCE TESTS

(a) A complete testing and checking program conforming to Pacific's normal practice shall be submitted by Yuba to Pacific not less than 30 days in advance of the first delivery of power. The program shall include checks on equipment guarantees and general checking

of all components of plants and facilities and the inter-related functions of the various facilities. The generating units shall be tested insofar as practical to their full capability and the settings of the protective devices shall be coordinated with the practical limits of the unit. All checks and tests shall be thoroughly documented and included in a comprehensive test report so that the proper functioning of all facilities and equipment under all normal and emergency operating conditions shall be known and so that the necessary information shall be available for the proper operation of the *project*.

(b) Performance and efficiency tests for the *project* turbine and generator units shall be made by Yuba in the presence of Pacific's representatives as soon as possible and shall commence not later than 30 days after first delivery of power at each of the power plants. Measurement of water shall be by either the Gibson method or Allen Salt Velocity method. The efficiency tests shall be thoroughly documented and included in a comprehensive efficiency test report.

(c) All records obtained in all tests and checks shall be made available to Pacific. Yuba shall provide Pacific with four copies of all test reports.

B-15 PERMANENT ROADS AND HELIPORTS

The following permanent roads are required and shall be constructed for satisfactory operation and maintenance of the *project*:

- (a) to all dams and tunnel intake structures and spillways,
- (b) to all powerhouses,
- (c) to the new Colgate Surge Tank, and
- (d) to Oregon Peak Repeater Station.

All *project roads* shall be drained, graded and gravel surfaced, to maintain rapid and convenient access to all plants and dams during normal year-round operations and, except for the road to Oregon Peak Repeater Station, shall be suitable for a mobile crane of 50 ton rated capacity and for moving transformers into and out of powerhouses.

(e) Heliports shall be established at or near Oregon Peak Repeater Station, new Bullards Bar Dam and new Colgate Power Plant.

B-16 HOUSING AND BUILDINGS

The yard level at each powerhouse shall be at least three feet above the maximum designed flood stage as mutually agreed between the parties.

Each powerhouse main deck shall be designed for the following non-concurrent loading conditions:

- (1) a gantry crane suitable for assembly and disassembly of powerhouse equipment designated by Yuba and Pacific;
- (2) a mobile crane of 50 ton rated capacity; or
- (3) uniform live loading of 1,000 pounds per square foot.

The deck and yard design shall provide ready access for the mobile crane to positions required when making critical lifts.

Project headquarters shall be located outside of, but near, the new Colgate Powerhouse, and shall provide approximately 2,000 square feet of floor space for:

- (a) office space furnished and equipped for at least three men;
- (b) a ready room suitable for at least five men;
- (c) a small shop and welding area;
- (d) garage space;
- (e) storage, toolroom and washroom facilities; and
- (f) a suitable fireproof vault for storage of permanent *project* records and drawings.

B-17 OPERATION AND MAINTENANCE TOOLS AND EQUIPMENT

On the *full operation date*, the *project* shall be equipped with necessary machine and hand tools, new unused vehicles and road maintenance equipment, and other equipment and supplies purchased by Yuba and required for operation and maintenance of the *project*.

B-18 DRAWINGS, SPECIFICATIONS AND OTHER INFORMATION

Yuba shall submit to Pacific from time to time, and as soon as possible, three copies of all *project* contracts, specifications and drawings, including manufacturers' design drawings, for Pacific's review and comments. Sufficient time shall be allowed before the drawings are approved by Yuba for construction or manufacture of any *project* equipment to incorporate design revisions arising from Pacific's review. Pacific shall have the right to inspect all work performed by or for Yuba in constructing the *project*.

Within six months following the *full operation date*, Yuba shall provide Pacific: Two 11 inch by 17 inch reduced size copies and one full size copy of all drawings, all of which shall have been brought up to date; not less than three copies of all manufacturers' drawings and instruction books; and copies, or originals, of all pertinent correspondence and data. All manufacturers' drawings and instruction books and all other drawings for the *project* shall be numbered and indexed by Yuba.

Unless otherwise agreed, Yuba shall store reproducible copies of all drawings and copies of all contracts, specifications, instruction books and other pertinent data and correspondence for the *project* in the vault at *project headquarters*. Yuba's *project* manager shall conform such drawings and instruction books to reflect changes in facilities and equipment as such may occur from time to time, and when any such changes are conformed, shall furnish Pacific with copies thereof.

Appendix C

OPERATION AND MAINTENANCE REQUIREMENTS

The following provisions shall govern the operation and maintenance of the *project*, except as may otherwise be agreed upon from time to time by the parties.

I. OPERATION

C-1 GENERAL

Yuba shall operate the *project* in accordance with schedules, which shall be furnished from time to time by Pacific, for impounding, release and use of water through power plants of the *project* up to their full generating capabilities; provided, that such schedules shall not be inconsistent with Appendix C-2A or with agreements heretofore executed between Yuba and Federal, State and local agencies. Yuba shall, consistent with the requirements of paragraph 4 of this contract, from time to time make such changes in *project* facilities as are reasonably required to improve economy of operation and shall employ only such personnel as are reasonably necessary to operate and maintain the *project* in an economic manner. Pacific and Yuba shall exchange information necessary for effective and economic operation and maintenance of the *project*.

Consistent with other requirements, operation shall be such that spilling at each dam shall be kept to a minimum.

An operator shall be stationed at the new Colgate Power Plant for 24 hour operation of the *project* plants on a seven day per week basis, unless otherwise agreed. Operating and maintenance personnel, together with radio equipped vehicles, shall be provided for daily routine operation and maintenance.

The *project* shall be staffed a minimum of 30 days prior to the date of first delivery of power by a *project* power plant with competent and trained operating personnel, or such personnel at that time shall be in training under a qualified person. Such personnel shall include any physical or technical personnel considered essential to the minimum organization to be mutually agreed upon. Yuba shall appoint and at all times have in charge of *project* operations and maintenance a *project* manager technically qualified, trained and thoroughly experienced in the operation and maintenance of hydroelectric works, who shall have full authority to act for Yuba in matters relating to the *project*. His duties shall include obtaining and passing on the qualifications of other *project* personnel. The first *project* manager shall be appointed and shall be available for inspection of the *project* and for special training at a date mutually agreed upon by the parties, which shall be approximately six months prior to the estimated date for first delivery of power by a *project* power plant.

C-2 WATER RELEASE REQUIREMENTS

A. On and after the *full operation date*, Yuba shall control its diversions and releases of water as provided in the following subparagraphs:

(a) *Water for the Support of Fish and Wild Life.*

Yuba shall, in complying with the terms and conditions of its agreement, dated September 2, 1965, with the State of California, acting through the California Department of Fish and Game, so operate the *project* and limit water releases as not unnecessarily to reduce the power output of the *project*. This said agreement is attached hereto as Exhibit 2 to Appendix E.

(b) *Water for Power and Irrigation.*

(1) When it appears that *storage* by the end of any month will exceed the critical amount for such month listed in Appendix D, *project* power plants shall be operated, unless otherwise agreed, to reduce the *storage* on hand by the end of such month to the amount specified in Appendix D but at rates not to exceed the amount required for full capability operation except when greater releases are needed by reason of flood control requirements, if any, in which event the releases shall not exceed those necessary to attain the estimated minimum required flood control storage space as given in Chart 7 of the Review Survey Report, dated October 31, 1963, by the Corps of Engineers, of flood control requirements for the new Bullards Bar Project, North Yuba River.

(2) When drafts of *storage* will result in the *storage* on hand at the end of any month being equal to or less than the critical amount for such month listed in Appendix D, then, unless otherwise requested by Pacific, Yuba shall release during that month only a sufficient amount of water, in accordance with schedules furnished from time to time by Pacific, to generate the following specified amounts of energy at the new Colgate Power Plant:

| Month | Kilowatt-Hours |
|-----------------|----------------|
| January | 81,700,000 |
| February | 81,700,000 |
| March | 81,500,000 |
| April | 81,700,000 |
| May | 82,000,000 |
| June | 82,100,000 |
| July | 37,700,000 |
| August | 38,200,000 |
| September | 38,900,000 |
| October | 39,300,000 |
| November | 39,500,000 |
| December | 37,800,000 |

Narrows 2 Power Plant shall be operated in a manner consistent with the foregoing water release requirements and in accordance with schedules furnished from time to time by Pacific.

(3) Lake Francis shall not be used as a source of water for anyone other than Browns Valley Irrigation District without Pacific's consent.

(4) Yuba shall use the waters under Application Nos. 5631, 15205 and 15563, and any permits or licenses issued under said applications, for power generation under this contract before such waters are

used for other purposes, after which said water will be returned to the stream for use by Yuba under Application Nos. 5632, 15204 and 15574, and any permits or licenses issued under said applications, and Yuba shall not change the points of rediversion of water stored pursuant to Application Nos. 5632, 15204 and 15563, and any permits or licenses issued under said applications, to any point in the stream or stream system above the points of diversion to Narrows 2 Power Plant. The following conditions and schedules shall govern Yuba's diversions of water from the project for Browns Valley Irrigation District during the period 1970 until the August 18, 1960, *Browns Valley Irrigation District Contract* terminates. Thereafter, the October 17, 1940, *Browns Valley Irrigation District Contract* shall govern the releases.

- (i) No water shall be diverted from the project until all available water has been released from Lake Francis.
- (ii) No water shall be diverted from the project during the months of January, February, March, November and December.
- (iii) The total amount of water made available by Yuba to Browns Valley Irrigation District shall not exceed:
 - (v) for the period 1970 through 1975, 3,167 acre feet during dry water years, and 3,500 acre feet during all other years;
 - (w) for the period 1976 through 1980, 3,500 acre feet during dry water years, and 4,000 acre feet during all other years;
 - (x) for the period 1981 through 1985, 4,168 acre feet during dry water years, and 5,000 acre feet during all other years; and,

(y) for the period 1986 through 2014, 4,500 acre feet during dry water years, and 5,500 acre feet during all other years.

(z) Yuba prudently shall schedule operation and maintenance at Lake Francis and diversions to Browns Valley Ditch so as to maximize the amount of water diverted to Browns Valley Irrigation District from Lake Francis.

(iv) Monthly diversions or releases for Browns Valley Irrigation District shall not exceed the amounts specified in Table A below, nor shall diversions from the new Colgate Penstock be at a rate greater than 15 cubic feet per second for the designated periods after the full operation date; provided, that if full specified monthly releases are being made from Lake Francis, specific monthly amounts may be increased or decreased, but the annual amount diverted cannot exceed the annual amount specified in the table; provided further, that in the event water ceases to be available for Browns Valley Irrigation District from Lake Francis, or in the event Yuba is unable to obtain from said District a novation whereby Pacific is forever released from liability under the *Browns Valley Irrigation District Contracts*, releases from the new Colgate Penstock for said District shall not exceed those provided in the *Browns Valley Irrigation District Contracts*.

As used in Table A, a "dry water year" is defined as any 12 month period in which stream flow in the Yuba River at Smartville from October 1 to the following September 30, as it would be if unaltered

T A B L E A

Schedules Of Maximum Total Water To Be Made Available To Browns Valley Irrigation District

| Period, Years: | 1970-1975 | | 1976-1980 | | 1981-1985 | | 1986-2014 | |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Month | Dry Water Years | All Other Years |
| Maximum Acre Feet To Be Released | | | | | | | | |
| January | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| February | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| March | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| April | 190 | 210 | 210 | 240 | 250 | 300 | 270 | 330 |
| May | 475 | 525 | 525 | 600 | 625 | 750 | 675 | 825 |
| June | 602 | 665 | 665 | 760 | 792 | 950 | 855 | 1,045 |
| July | 729 | 805 | 805 | 920 | 959 | 1,150 | 1,035 | 1,265 |
| August | 633 | 700 | 700 | 800 | 834 | 1,000 | 900 | 1,100 |
| September | 443 | 490 | 490 | 560 | 583 | 700 | 630 | 770 |
| October | 95 | 105 | 105 | 120 | 125 | 150 | 135 | 165 |
| November | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| December | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 3,167 | 3,500 | 3,500 | 4,000 | 4,168 | 5,000 | 4,500 | 5,500 |

by upstream development, as estimated by the California Department of Water Resources on or about the April 1 within said period, will be 50 percent or less of the normal flow for the 50 year period currently being used by said Department for estimating purposes.

(5) Storage shall not be drawn below elevation 1,732 except as necessary to maintain the new Bullards Bar Dam in good condition. Yuba shall not reduce storage below such elevation until such drawdown can be scheduled in a manner to cause least damage to power values or until the State Division of Safety of Dams orders repairs to be made.

B. In constructing the *project* Yuba shall make every effort to minimize interference with the operation of Narrows 1 Power Plant and, while they are owned by Pacific, with the operation of Colgate Power Project and Bullards Bar Project. Yuba shall, to the extent interference occurs and energy generation at Pacific's said power plants is reduced, whether caused by construction of the *project* or by initial filling of the new Bullards Bar Reservoir, compensate Pacific for such energy loss as follows:

(1) First, by delivering to Pacific without charge from Colgate Power Project while it is owned and operated by Yuba, and from *project* power plants, an amount of energy equal to the amount of energy generation lost. To the extent that Yuba can, such energy shall be delivered prior to the end of the month which follows the month in which the interference occurs.

(2) Then, to the extent that energy furnished under paragraph (1) above has been insufficient to compensate for said energy loss within the time specified, Yuba shall credit to Pacific's account the amount of energy needed to make up the deficiency, and, prior to *full operation date*, shall deliver to Pacific the amount of energy so credited. The balance in the said account on the first day of any month shall be increased by the balance in the said account times 0.5. Yuba may elect to compensate Pacific for such energy at the rate of \$0.003 per kilowatt-hour for all energy in Pacific's account.

Pacific shall keep Yuba informed of amounts of energy lost and of the amount of compensation due each month, and shall render itemized statements of the amount of energy lost and compensation due as soon as practicable after the close of each month. If Yuba elects to pay Pacific \$0.003 per kilowatt-hour for all or part of the energy in the said account, payment shall be made within 15 days after receipt of the invoice.

Pacific may offset amounts due Pacific against amounts due Yuba pursuant to paragraph 8 of this contract.

C. Yuba agrees that the diversions and releases specified in this Appendix C are such as will satisfy its water requirements from the *project*.

II. MAINTENANCE

C-3 SCHEDULING

Yuba shall notify Pacific of contemplated maintenance

work which would affect operation of the *project*, and shall cooperate with Pacific in scheduling the work by advancing or postponing the time of performance so as not unnecessarily to cause power loss or inconvenience to Pacific. Such maintenance work shall be completed in the shortest possible time and, if requested by Pacific, shall be performed on a 24 hour per day basis, including Saturdays, Sundays and holidays.

C-4 INSPECTION

Yuba shall make such inspections, investigations and tests, both routine and extraordinary, as are called for by the best engineering and operating practice and shall afford Pacific full opportunity to inform itself as to the condition of the *project* and the elements thereof by giving Pacific notice and opportunity to join with Yuba in inspections, investigations and tests, by submission to Pacific of copies of reports as to the results thereof and by giving Pacific access to Yuba's properties for the purpose of any inspections, investigations and tests which Pacific may desire to perform independently of Yuba. Pacific shall be given full opportunity to inspect the performance of any maintenance work on the *project* by Yuba, its employees, agents and contractors.

III. PERFORMANCE BY YUBA

C-5 FINANCIAL OBLIGATIONS OF YUBA

Except as provided in paragraph 25 of this contract, Yuba shall, regardless of any other provisions of this contract, have no obligation to perform under this Appendix C or to operate or maintain the *project* pursuant to paragraphs 3 and 4, or to repay any sums paid by Pacific or interest thereon, other than to the extent that Yuba can do so with money received from payments made by Pacific pursuant to paragraph 9(b) of this contract and the money available in the funds as provided in Part V of this Appendix C.

IV. PERFORMANCE BY PACIFIC

C-6 OPERATION AND MAINTENANCE

If at any time after *full operation date* moneys received by Yuba pursuant to paragraph 9(b) of this contract are not sufficient to pay the operation and maintenance cost of the *project* and to permit withdrawals by Pacific under Appendix C-12, Pacific shall pay Yuba each month such additional sums as reasonably and necessarily may be required to pay such costs; provided, that in lieu of making such additional payments, or in the event Yuba fails or is unable to operate or maintain the *project* or any of the units thereof in accordance with this contract, Pacific may upon reasonable notice to Yuba, which may be 24 hours or less in case of urgency, enter upon, operate and maintain the *project* or such unit thereof as may be necessary, for and on behalf of Yuba, but at Pacific's own cost and expense subject to reimbursement only as provided in Appendix C-12. In such event, Yuba hereby employs Pacific to act as such operator and hereby consents and

agrees that Pacific may enter upon the *project* and act as such operator until Yuba is able to perform satisfactory operation and maintenance of the *project*. Pacific's determination as to the necessity for, and manner of, operation and maintenance, and as to the amount of expenses incurred hereunder, in the event Pacific performs such operation and maintenance for Yuba, as provided above, shall be conclusive in the absence of bad faith.

V. FUNDS, DEPOSITS AND WITHDRAWALS

C-7 ESTABLISHMENT OF FUNDS

To assure construction of the *project* and its proper operation and maintenance, including performance of the obligations provided in this Appendix and in paragraphs 3 and 4 of this contract, Yuba shall establish with a trustee chosen by mutual agreement of the parties hereto, a Construction Fund, an Early Operation Fund, and an Operation and Maintenance Fund.

C-8 TRUSTEE

The trustee shall be a bank or trust company authorized to do and doing business in the State of California and having capital and surplus and undivided profits of at least \$50,000,000.

C-9 DEPOSITS

A. Construction Fund

Yuba shall deposit in the Construction Fund upon receipt (a) all moneys received from the proceeds of the initial issue of *project bonds* (Series A Bonds), except the amount required to be set aside for funded bond interest and the deposits required pursuant to Appendix C-9C(a) and C-9D(a); (b) all moneys received from the proceeds of the issue of subordinate Series B *project bonds* which Yuba proposes to issue on or about *full operation date*; (c) all moneys granted or loaned to Yuba by the State and Federal governments, except funds received pursuant to the State of California Davis-Grunsky Act and Federal flood control contributions received after June 30, 1970, as aid to or reimbursement for, or as a result of, the acquisition, construction, operation or maintenance of the *project* or of any features thereof, or to enable Yuba to acquire properties or construct facilities to be used in connection with the *project*, to the extent any such moneys are not pledged to the payment of interest on and the principal of *project bonds*; (d) all moneys earned on investments of moneys in said Construction Fund or received from the sale of such investments; (e) all moneys from *project* water insurance or from contractors' performance bonds which are not required for payment of principal and interest on *project bonds*; (f) all moneys received from contractors prior to *full operation date* for any required inspection fees; (g) all moneys earned from investment of funded interest on *project bonds*; (h) on or after confirmation of *full operation date*, money withdrawn or transferred from the Early Operation Fund for deposit in the Construction Fund pursuant to Appendix C-13A; and (i) the proceeds

obtained from sale and disposition of materials and equipment salvaged by Yuba from Bullards Bar Project and Colgate Power Project, from sales of timber and other materials cleared from *project* sites and from the sites of Bullards Bar Recreational Facility, and from sales of surplus lands, other than at Lake Francis, which had originally been acquired by use of money from the Construction Fund.

B. Davis-Grunsky Grant Moneys

The money which is disbursed to the Agency under the contract between Yuba and the State of California for grants to Yuba under the Davis-Grunsky Act (Chapter 5, commencing with Section 12880 of Part 6, Division 6, of the California Water Code) shall be deposited in the funds and accounts specified in said contract and the use of such money for the *project* (as the *project* is defined in said contract) shall be governed by said contract.

C. Early Operation Fund

Yuba promptly shall deposit in the Early Operation Fund (a) upon receipt of the proceeds of the initial issue of *project bonds* (Series A Bonds), \$100,000; (b) upon receipt, money received under paragraph 8 hereof; (c) sums of money withdrawn or transferred from the Construction Fund pursuant to Appendix C-11A; (d) upon receipt, all moneys received by Yuba from property and mechanical breakdown and use and occupancy insurance relating to injury or damage to Colgate Power Project or to Narrows 2 Power Plant occurring prior to *full operation date*; and (e) prior to *full operation date*, all moneys received by Yuba from the sale of water withdrawn from Lake Francis and any other revenue received by Yuba which results from the ownership of Lake Francis.

D. Operation and Maintenance Fund

Yuba promptly shall deposit in the Operation and Maintenance Fund (a) one-third of that portion of the proceeds received from the Series A issue of *project bonds* which are in excess of \$159,245,000; (b) on receipt, moneys received under paragraph 9(b) and under Appendix C-6; (c) all moneys received by Yuba under paragraph 9(a) after all *project bonds* have been retired; (d) all moneys which Yuba is entitled to receive from the bond trustee after all *project bonds* have been retired; (e) after confirmation of *full operation date* money transferred from the Early Operation Fund for deposit in the Operation and Maintenance Fund pursuant to Appendix C-13A; (f) upon receipt on and after *full operation date*, all moneys received from *project* property and mechanical breakdown and use and occupancy insurance which are not required to be deposited in the Early Operation Fund pursuant to Appendix C-9C; (g) proceeds from refinancing as provided in Appendix C-18; (h) upon receipt after *full operation date* amounts received from others for injury or damage to features of the *project* to the extent such amounts are not owed to insurance carriers by way of

subrogation; (i) after *full operation date*, all moneys received by Yuba from the sale of water diverted from the new Colgate Penstock and from the sale of water withdrawn from Lake Francis; and (j) all moneys received by Yuba from any sales of properties at Lake Francis and, after *full operation date*, any other net revenues received by Yuba which result from the ownership of Lake Francis.

C-10 WITHDRAWALS

Withdrawals may be made from said funds only as provided in the following paragraphs.

C-11 WITHDRAWALS BY YUBA

A. Construction Fund

Yuba shall be entitled to withdraw money from the Construction Fund (a) to pay *project construction costs*, except interest on *project bonds* which was funded from the proceeds thereof; (b) as necessary, to pay construction costs of Bullards Bar Recreational Facility; (c) prior to *full operation date*, sums required to enable withdrawals to be made from the Early Operation Fund pursuant to Appendices C-11B and C-12A when said Fund is otherwise depleted; (d) after *full operation date*, to the extent that the said Fund contains money in excess of that necessary to pay *project construction costs*, Yuba may use any or all such money for any legal purpose relating to completion of the Yuba River Development; and (e) after *full operation date* any expenditures, not specified above, to which Yuba and Pacific shall have agreed in writing.

B. Early Operation Fund

Prior to *full operation date*, Yuba shall be entitled to withdraw money from the Early Operation Fund (a) to pay debts incurred pursuant to paragraph 4(b) of this contract, (b) to pay Browns Valley Irrigation District sums required under the *Browns Valley Irrigation District Contracts* after said contracts are assigned to Yuba as provided in the separate contract referred to in paragraph 2; and (c) to pay costs of operating and maintaining Lake Francis and the Browns Valley Ditch as such properties are described in Appendix A-15. Said withdrawals may be for any of the purposes for which withdrawals may properly be made after *full operation date* as specified in Appendix C-11C(1), and shall be subject to all of the limitations specified in Appendix C-11C(2); provided, that proceeds in said Fund from property and mechanical breakdown insurance for injury or damage to Narrows 2 Power Plant shall be expended only for repairs to or replacements of the damaged features at said plant. For purposes of determining the payments due under (b) above, it shall be deemed that the annual amount due is for the calendar year in which the payment is due and that 1/365th of the total amount due annually accrues and becomes due each day. Amounts so withdrawn shall be transferred as provided in Appendix C-17.

C. Operation and Maintenance Fund

(1) From and after the *full operation date*, Yuba shall be entitled to withdraw money from the Operation and Maintenance Fund (a) to pay debts incurred pursuant to paragraphs 3 and 4(a) and C-1 of this Appendix, including taxes, if any, imposed on Yuba with respect to the *project*, and including premiums for insurance required by paragraph 4(a) containing such deductible provisions as are agreed upon by the parties, (b) to pay any charges included from time to time within the Federal Power Commission Uniform System of Accounts prescribed for Public Utilities and Licensees, (c) to pay to Browns Valley Irrigation District sums required under the *Browns Valley Irrigation District Contracts* which accrue following the *full operation date*; and (d) to pay costs of operating and maintaining Lake Francis and the Browns Valley Ditch as such properties are described in Appendix A-15. For purposes of determining the payments due under (c) above, it shall be deemed that the annual amount due is for the calendar year in which the payment is due and that 1/365th of the total amount due annually accrues and becomes due each day. Amounts so withdrawn shall be transferred as provided in Appendix C-17.

(2) Yuba shall not be entitled to withdraw money from said Fund or to use money so withdrawn to pay (a) compensation and expenses of Yuba's directors, general manager or general executive or administrative officers, or non-*project* personnel, or costs of general overhead in any year exceeding a total of \$8,000; (b) compensation of *project* operating personnel in excess of that paid by Pacific for similar services; (c) any costs properly allocable to irrigation, industrial and domestic water purposes, except as expressly provided in (1)(d) above; (d) any costs of installing, operating, maintaining, policing or controlling recreation facilities or activities; and (e) any costs incurred pursuant to paragraphs 14 and 19 of this contract.

D. Withdrawal Procedure

For each authorized withdrawal from the Construction Fund, other than withdrawals for payment of *project construction costs* under Appendix C-11A(a) and withdrawals for construction costs of Bullards Bar Recreational Facility under Appendix C-11A(b), Yuba shall, by written certificate signed by its Chairman or other authorized representative, certify to the trustee the amount actually expended or owing and Pacific shall, by written certificate signed by its President or other authorized representative, certify to said trustee that such payment is a proper charge under this contract. Upon receipt of such certificates, such trustee shall thereupon be empowered to pay said amounts. Pacific shall either submit its own certificate or its written objection to the requested payment within 15 business days after receipt of a copy of any such certificate of Yuba.

Withdrawals by Yuba from the Early Operation Fund and the Operation and Maintenance Fund shall be made as specified in Appendix C-17.

C-12 WITHDRAWALS BY PACIFIC

A. Early Operation Fund

Prior to *full operation date*, Pacific shall be entitled to withdraw money from the Early Operation Fund to pay amounts due Pacific as specified in Appendix C-12B (b) and (c).

B. Operation and Maintenance Fund

Pacific shall be entitled to withdraw money from the Operation and Maintenance Fund to pay (a) its additional payments made, and its costs of operation and maintenance incurred, at any time pursuant to Appendix C-6, calculated in accordance with Pacific's Comptroller's Department Standard Practice No. 117.1-1, or as such may hereafter be amended or superseded, (b) taxes, if any, imposed on any interest in Yuba's project which Pacific may be found to have under this contract or imposed on Pacific because of the purchase by or delivery to it of capacity, energy or falling water under this contract, and (c) interest, at a rate equal to the most recent rate of return found to be reasonable by the Public Utilities Commission of the State of California on Pacific's Electric Department rate base, on any amount owed to Pacific by said Fund to reimburse Pacific for said costs or taxes, such interest to accrue until the time when moneys are available in said Fund to pay said debt. In addition, Pacific shall be entitled to withdraw money from said Fund from time to time in an amount equal to proceeds of use and occupancy insurance deposited in said Fund pursuant to Appendix C-9D(f) if it has not elected to reduce its monthly payments as provided in paragraph 11(a). For each such withdrawal Pacific shall, by written certificate signed by its President or its authorized representative, certify to the trustee of said Fund the amount for which it is entitled to payment and Yuba shall, by written certificate signed by its Chairman or its authorized representative, certify to said trustee that such payment is a proper charge under this contract. Upon receipt of such certificates said trustee shall thereupon be empowered to pay said amounts. Yuba shall either submit its own certificate or its written objection to the requested payment within 15 business days after receipt of a copy of any such certificate of Pacific.

C-13 TERMINATION

A. On confirmation of the *full operation date* or as soon thereafter as practicable, any moneys remaining in the Early Operation Fund shall be distributed to the extent money is available by withdrawals in the following order: (a) For payment of bills, amounts required to pay any remaining debts incurred prior to *full operation date* for which withdrawals pursuant to Appendix C-11C and C-12A would have been proper; (b) for deposit in the Operation and Maintenance Fund, an amount equal to that part of the proceeds from *project bonds* which was deposited in the Early Operation Fund pursuant to Appendix C-9C(a); (c) for deposit in the Construction Fund, to the extent not provided in (f) and (h) below, an amount equal to the total of all with-

drawals from the Construction Fund pursuant to Appendix C-11A(c); (d) for deposit in the Construction Fund, an amount equal to one-half of the amount by which the Early Operation Fund on *full operation date* exceeds the sum of (a), (b) and (c) above less the amount of insurance proceeds to be distributed as provided in (f), (g) and (h) below; and (e) for deposit in the Operation and Maintenance Fund, an amount equal to that specified in (d) above; provided, that proceeds from property, mechanical breakdown, or use and occupancy insurance, respectively, which have been deposited in the Early Operation Fund, shall be distributed as follows: (f) to the extent related repairs or replacements were made from money advanced from the Construction Fund, to said Fund; (g) to the extent related repairs or replacements will be made after *full operation date*, to the Operation and Maintenance Fund; and (h) to the extent loss of generation causes Yuba to compensate Pacific in money rather than in energy as provided in Appendix C-2B, for which loss the use and occupancy proceeds were received, to the Construction Fund.

B. Upon the termination of this contract, all amounts remaining in the Construction Fund and the Operation and Maintenance Fund shall be paid to Yuba, except that any amount that Pacific may be entitled to by reason of Appendix C-12 shall be withheld from either or both funds upon Pacific's certificate alone and retained until the respective rights of Yuba and Pacific shall be finally ascertained.

C-14 RELIANCE BY TRUSTEE

Said trustee, in all matters relating to the operation of and withdrawals from Funds established pursuant to this Part V of this Appendix C shall be entitled to rely upon the certificates of Yuba and Pacific provided for in Appendix C-11D and Appendix C-17, or upon such other forms of withdrawal approval as they may agree upon, and shall not be obligated to make an independent determination of the facts certified.

C-15 INVESTMENT

Any portion of the Early Operation Fund and the Operation and Maintenance Fund may be invested in United States Government securities at the direction of Yuba or in such other securities as may be agreed upon by Yuba and Pacific; all interest and other income received from such investments of moneys in the Early Operation Fund and the Operation and Maintenance Fund shall be deposited in and become a part of each said respective Fund.

C-16 EXPENSES OF TRUSTEE

Prior to *full operation date* the expenses and fees of the bond trustee or fiscal agent and bond paying agents and the expenses and fees of the trustee in connection with each Fund established pursuant to Appendix C-7 shall be paid from the Construction Fund. After *full operation date* said expenses and fees, except those for the Construction Fund, shall be paid from the Operation and Maintenance Fund.

C-17 ACCOUNTING PROCEDURES AND FINANCIAL STATEMENTS

In order to simplify banking procedures, all payments made by Pacific to Yuba under this contract shall be made directly to the trustee for disbursement as provided in Yuba's bond resolution for *project bonds* and as provided in this contract. From the Early Operation Fund and the Operation and Maintenance Fund, a Revolving Fund shall be established in a Federally insured bank having its office or a branch in Marysville. Disbursement from the Revolving Fund shall be made by Yuba to cover authorized costs of operating and maintaining the *project* and, while it is owned and operated by Yuba, Colgate Power Project. The Revolving Fund shall be reimbursed monthly, or as otherwise required, from said Funds.

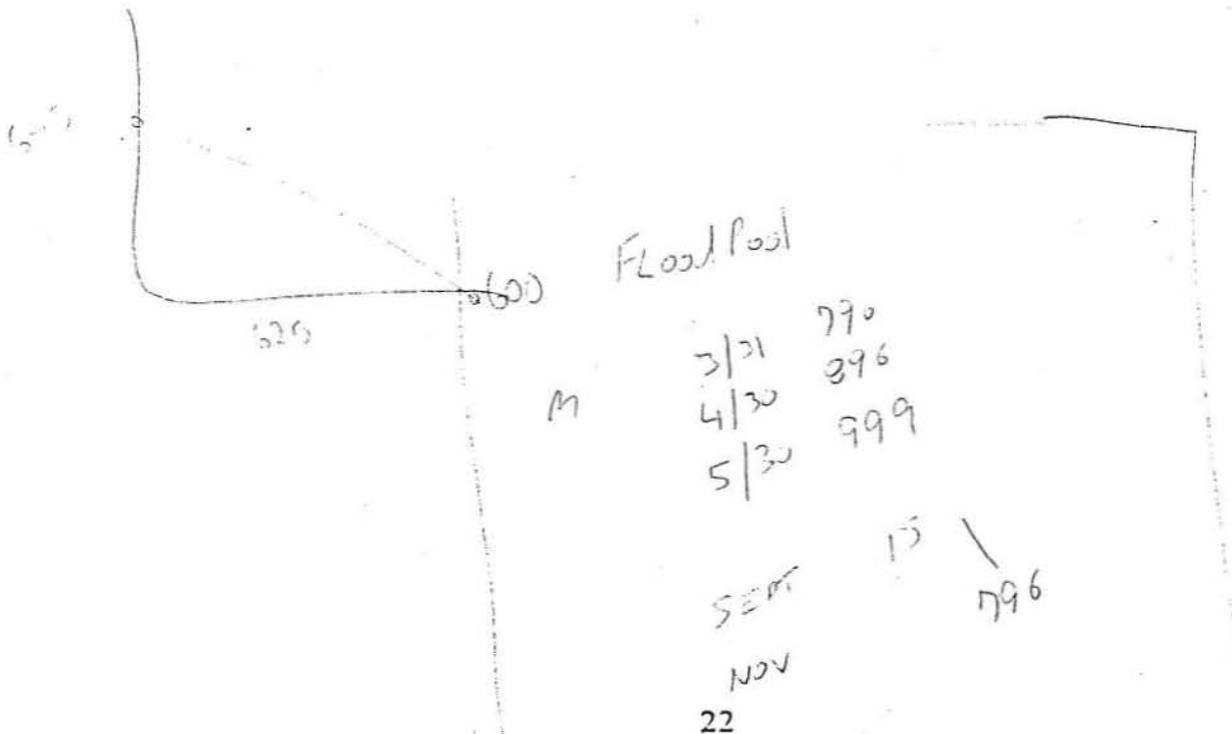
Withdrawal requests, numbered consecutively, shall be prepared by Yuba, certified by its Chairman or its authorized representative, and forwarded to Pacific for approval by its President, or its authorized representative. Withdrawal requests shall then be forwarded by Pacific to the trustee for issuance of a reimbursement check replenishing Yuba's Revolving Fund. Withdrawal requests transmitted to Pacific shall be supported by copies of checks issued by Yuba. Yuba and Pacific may change the above procedures by mutual agreement.

The trustee monthly shall submit to Yuba and Pacific itemized statements showing the current status of said three funds and all disbursements made therefrom during the preceding month. Yuba shall submit to Pacific item-

ized statements showing all disbursements made from the Revolving Fund, the Early Operation Fund, and the Operation and Maintenance Fund during the preceding month and shall make its books and records available for monthly audit by Pacific.

C-18 REFINANCING

Changed circumstances may in the future make it desirable for Yuba to refinance the *project* from time to time. In the event of such refinancings Yuba shall, unless Yuba and Pacific otherwise agree, contribute to *project* operation and maintenance costs one-half of the net financial benefits and advantages gained through the refinancing, by deposit into the Operation and Maintenance Fund. In the determination of the said contribution to the *project* operation and maintenance costs, there shall be taken into consideration, among other things, interest earnings, interest savings, premiums, proceeds of the refinancing transaction which are not required to provide payment in full of all *project bonds* of any series then outstanding, and the time and amounts of payment of said benefits to each party. In the event all or any part of the said benefits and advantages accrue after termination of this contract, and all Series B *project bonds* have been retired, one-half thereof shall be applied to reimburse Pacific for amounts which Pacific was entitled to withdraw from the Operation and Maintenance Fund at the termination thereof but was unable to do so because of insufficient money in said Fund.



Appendix D

STORAGE CRITERIA

Critical storage at end of month in Yuba's new Bullards Bar Reservoir:

| Month | Storage, in Thousand Acre Feet |
|-----------|-----------------------------------|
| January | 600 |
| February | 600 |
| March | 635 |
| April | 825 |
| May | 930 |
| June | 890 |
| July | 830 |
| August | 775 |
| September | 785 |
| October | 660 |
| November | 645 |
| December | 645 |

revised

The following storage capacity tables shall be used in the determination of gross storage capacity of the reservoir listed. Interpolation between tabulated elevations shall be on a straight-line basis.

NEW BULLARDS BAR RESERVOIR

| Elevation in feet | Storage, in Thousand Acre feet | Elevation in feet | Storage, in Thousand Acre feet |
|----------------------|--------------------------------------|----------------------|--------------------------------------|
| 1965 | 990 | 1934 | 833 |
| 64 | 984 | 33 | 829 |
| 63 | 978 | 32 | 825 |
| 62 | 972 | 31 | 820 |
| 61 | 966 | 1930 | 816 |
| 1960 | 960 | 29 | 812 |
| 59 | 954 | 28 | 807 |
| 58 | 948 | 27 | 803 |
| 57 | 942 | 26 | 799 |
| 56 | 936 | 25 | 794 |
| 55 | 930 | 24 | 790 |
| 54 | 925 | 23 | 786 |
| 53 | 920 | 22 | 782 |
| 52 | 915 | 21 | 777 |
| 51 | 910 | 1920 | 773 |
| 1950 | 905 | 19 | 769 |
| 49 | 900 | 18 | 764 |
| 48 | 896 | 17 | 760 |
| 47 | 891 | 16 | 756 |
| 46 | 887 | 15 | 752 |
| 45 | 882 | 14 | 747 |
| 44 | 877 | 13 | 743 |
| 43 | 873 | 12 | 739 |
| 42 | 868 | 11 | 734 |
| 41 | 864 | 1910 | 730 |
| 1940 | 859 | 09 | 726 |
| 39 | 855 | 08 | 722 |
| 38 | 850 | 07 | 718 |
| 37 | 846 | 06 | 714 |
| 36 | 842 | 05 | 710 |
| 1935 | 838 | 1904 | 706 |

| Elevation in feet | Storage, in Thousand Acre feet | Elevation in feet | Storage, in Thousand Acre feet |
|----------------------|--------------------------------------|----------------------|--------------------------------------|
| 1903 | 702 | 1845 | 512 |
| 02 | 698 | 44 | 509 |
| 01 | 694 | 43 | 507 |
| 1900 | 690 | 42 | 504 |
| 99 | 686 | 41 | 502 |
| 98 | 683 | 1840 | 499 |
| 97 | 680 | 39 | 496 |
| 96 | 676 | 38 | 494 |
| 95 | 672 | 37 | 491 |
| 94 | 669 | 36 | 489 |
| 93 | 666 | 35 | 486 |
| 92 | 662 | 34 | 483 |
| 91 | 658 | 33 | 481 |
| 1890 | 655 | 32 | 478 |
| 89 | 652 | 31 | 476 |
| 88 | 648 | 1830 | 473 |
| 87 | 644 | 29 | 470 |
| 86 | 641 | 28 | 468 |
| 85 | 638 | 27 | 465 |
| 84 | 634 | 26 | 463 |
| 83 | 630 | 25 | 460 |
| 82 | 627 | 24 | 457 |
| 81 | 624 | 23 | 455 |
| 1880 | 620 | 22 | 452 |
| 79 | 616 | 21 | 450 |
| 78 | 613 | 1820 | 447 |
| 77 | 610 | 19 | 444 |
| 76 | 606 | 18 | 442 |
| 75 | 602 | 17 | 440 |
| 74 | 599 | 16 | 437 |
| 73 | 596 | 15 | 434 |
| 72 | 592 | 14 | 432 |
| 71 | 588 | 13 | 430 |
| 1870 | 585 | 12 | 427 |
| 69 | 582 | 11 | 424 |
| 68 | 579 | 1810 | 422 |
| 67 | 576 | 09 | 420 |
| 66 | 573 | 08 | 417 |
| 65 | 570 | 07 | 415 |
| 64 | 566 | 06 | 412 |
| 63 | 563 | 05 | 410 |
| 62 | 560 | 04 | 408 |
| 61 | 557 | 03 | 405 |
| 1860 | 554 | 02 | 403 |
| 59 | 551 | 01 | 400 |
| 58 | 548 | 1800 | 398 |
| 57 | 545 | 99 | 396 |
| 56 | 542 | 98 | 393 |
| 55 | 540 | 97 | 391 |
| 54 | 537 | 96 | 388 |
| 53 | 534 | 95 | 386 |
| 52 | 531 | 94 | 384 |
| 51 | 528 | 93 | 381 |
| 1850 | 525 | 92 | 379 |
| 49 | 522 | 91 | 376 |
| 48 | 520 | 1790 | 374 |
| 47 | 517 | 89 | 372 |
| 1846 | 515 | 1788 | 369 |

| Elevation in feet | Storage, in Thousand Acre feet |
|----------------------|--------------------------------------|----------------------|--------------------------------------|----------------------|--------------------------------------|----------------------|--------------------------------------|
| 1787 | 367 | 1765 | 317 | 1743 | 272 | 1721 | 231 |
| 86 | 364 | 64 | 314 | 42 | 270 | 20 | 229 |
| 85 | 362 | 63 | 313 | 41 | 268 | 19 | 227 |
| 84 | 360 | 62 | 310 | 1740 | 266 | 18 | 225 |
| 83 | 357 | 61 | 308 | 39 | 264 | 17 | 224 |
| 82 | 355 | 1760 | 306 | 38 | 262 | 16 | 222 |
| 81 | 352 | 59 | 304 | 37 | 260 | 15 | 220 |
| 1780 | 350 | 58 | 302 | 36 | 258 | 14 | 218 |
| 79 | 348 | 57 | 300 | 35 | 256 | 13 | 216 |
| 78 | 346 | 56 | 298 | 34 | 255 | 12 | 215 |
| 77 | 343 | 55 | 296 | 33 | 253 | 11 | 213 |
| 76 | 341 | 54 | 293 | 32 | 251 | 1710 | 211 |
| 75 | 339 | 53 | 291 | 31 | 249 | 09 | 209 |
| 74 | 337 | 52 | 289 | 1730 | 247 | 08 | 208 |
| 73 | 335 | 51 | 287 | 29 | 245 | 07 | 206 |
| 72 | 332 | 1750 | 285 | 28 | 243 | 06 | 204 |
| 71 | 330 | 49 | 283 | 27 | 242 | 05 | 202 |
| 1770 | 328 | 48 | 281 | 26 | 240 | 04 | 201 |
| 69 | 326 | 47 | 279 | 25 | 238 | 03 | 199 |
| 68 | 324 | 46 | 277 | 24 | 236 | 02 | 197 |
| 67 | 321 | 45 | 276 | 23 | 234 | 01 | 196 |
| 1766 | 319 | 1744 | 274 | 1722 | 233 | 1700 | 194 |

Appendix E

EXHIBITS

EXHIBIT 1

RESOLUTION NO. 65-27

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUBA COUNTY WATER AGENCY DEFINING THE COMPREHENSIVE YUBA RIVER DEVELOPMENT.

WHEREAS, the YUBA COUNTY WATER AGENCY, created by special act of the Legislature approved June 3, 1959, is authorized to develop and promote the beneficial use and regulation of the water resources of Yuba County; and

WHEREAS, on December 30, 1959, the YUBA COUNTY WATER AGENCY and INTERNATIONAL ENGINEERING COMPANY, INC., entered into a contract to obtain for the AGENCY a feasibility report containing a project plan to permit the most economical development and maximum utilization of the water resources of the Yuba River Basin, California; and

WHEREAS, INTERNATIONAL ENGINEERING COMPANY, INC., has submitted to the AGENCY a feasibility report and a supplement thereto on the development of the water resources of the Yuba River Basin, California, setting forth a comprehensive plan for a multipurpose project which would conserve water for irrigation, domestic, and industrial use, generate electric power, control floods, contribute to recreation and the maintenance and enhancement of fish and wildlife resources; and

WHEREAS, the AGENCY, for the purpose of inviting bids for the construction of the comprehensive plan of development has variously defined the said development in resolutions adopted on the 10th day of April, 1961, the 8th day of October, 1962, and on the 9th day of November, 1964; and

WHEREAS, on October 14, 1965, the AGENCY adopted a resolution approving the specifications, schedules, plans, and conditions, covering the work for the construction of the Yuba River Development designated in said specifications, schedules, plans, and conditions; and authorizing the Secretary of the AGENCY to advertise for bids for the construction of the Yuba River Development as designated in said specifications, schedules, plans, and conditions; and

WHEREAS, the comprehensive plan for the Yuba River Development includes facilities and works in addition to the work designated in the specifications, schedules, plans, and conditions, for which bids have been invited; and

WHEREAS, it is the intention of the AGENCY to construct the entire Yuba River Development as defined in this Resolution and to use its best efforts including all appropriate methods of financing to accomplish this objective; and

WHEREAS, it is understood that the construction of the

total Yuba River Development must be programmed in stages.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the YUBA COUNTY WATER AGENCY that the comprehensive plan of development of the water resources of the Yuba River Basin is hereby declared to be a single object and the units thereof hereinafter described collectively constitute and it is hereby declared that they collectively constitute the Yuba River Development. Said Yuba River Development shall consist of the following units:

- (1) Hour House Dam and Lohman Ridge Tunnel;
- (2) Log Cabin Dam and Camptonville Tunnel;
- (3) New Bullards Bar Project;
- (4) New Colgate Project;
- (5) New Narrows Project;
- (6) Irrigation Diversion Works;
- (7) Recreation Facilities at New Bullards Bar Reservoir;

together with necessary appurtenant works for such units, as identified on Schedules A, B, C, D, E, F and K, respectively, in the Contract Documents issued by the AGENCY on October 16, 1965, for which the AGENCY has invited bids for construction, said seven units and appurtenant works being hereby collectively designated as the Yuba River Construction Project;

- (8) North Yuba Canal, about 10 miles long, ranging in capacity from 250 cubic feet per second to 165 cubic feet per second, to convey water from the North Yuba Pumping Plant to the irrigation service area north of the Yuba River.
- (9) South Yuba Canal System; including the Dantoni Canal, District 784 Canal, the South Wheatland Canal, the Olivehurst Drain improvements and associated facilities, said canals varying in capacity from 750 cubic feet per second to 75 cubic feet per second, to convey water from the South Yuba Intake and pipeline to the irrigation service area south of the Yuba River.
- (10) New York Flat Project, consisting of a 90-foot high dam, 10,000 acre-foot reservoir and associated facilities located in Sections 22, 23, 24, 25 and 26, Township 19 N, Range 6 E., M. D. B. & M.,

together with necessary appurtenant works as may be required for the economical and advantageous construction and operation and maintenance of said units, said ten units and appurtenant works being hereby collectively designated as the Yuba River Development.

BE IT FURTHER RESOLVED that the foregoing enumeration of the units shall not be considered exclusive and that the AGENCY may add from time to time such other units as may be consistent with, and which may be constructed, maintained and operated as a part of, the comprehensive plan for the development and maximum utilization of the water resources of Yuba County.

PASSED AND ADOPTED this 23rd day of November, 1965, by the following vote:

AYES: Directors Charles E. Coupe, Charles Dean, Charles F. Harvey, Karl A. Cozad, Ben Rose.

NOES: None.

ABSENT: None.

KARL A. COZAD

CHAIRMAN

ATTEST:

BEN ROSE

SECRETARY

EXHIBIT 2

STREAM FLOW RELEASE AGREEMENT WITH CALIFORNIA DEPARTMENT OF FISH AND GAME AND YUBA COUNTY WATER AGENCY

THIS AGREEMENT, made this 2nd day of September, 1965, between the YUBA COUNTY WATER AGENCY, hereinafter called "Agency" and the STATE OF CALIFORNIA, represented by the CALIFORNIA DEPARTMENT OF FISH AND GAME, hereinafter called "State", supersedes and replaces the preliminary agreement dated December 28, 1961, and the agreement dated November 28, 1962, between the parties hereto.

WITNESSETH:

WHEREAS, the Yuba River and its tributaries comprise a natural river system frequented by king salmon, steelhead trout, brown trout, rainbow trout, shad, and other fish; and

WHEREAS, the Water Rights Board of the State of California has issued its decision No. D1159 adopted December 19, 1963, and amended February 17, 1964, wherein Application Nos. 5631, 5632, 15204, 15205, 15563, and 15574 of the AGENCY were approved under the terms and conditions of said decision, and permits were ordered to be issued to the AGENCY for the diversion and use of certain quantities of water from the Yuba River System for irrigation and municipal purposes and for the generation of electrical power; and

WHEREAS, the AGENCY has obtained a license from the FEDERAL POWER COMMISSION for the construction

of the Yuba River Development designated in the Federal Power Commission proceedings as Project No. 2246; and

WHEREAS, since the issuance of said Decision No. D1159 and said Federal Power Commission license, the AGENCY has revised the Yuba River Development and intends to construct Hour House Diversion Dam on the Middle Yuba River, Log Cabin Diversion Dam on Oregon Creek, New Bullards Bar Dam and Reservoir and New Colgate Tunnel intake on the North Yuba River, New Narrows Power Plant, and Irrigation Diversion Works on the mainstream of the Yuba River in order to divert and store the water and apply the same to beneficial uses under permits to be issued to the AGENCY and under license from the Federal Power Commission; and

WHEREAS, the construction of the New Narrows Power Plant and Irrigation Diversion Works may affect the spawning area presently utilized by king salmon and steelhead trout runs of the Yuba River and will require the release of water from Englebright Reservoir and Hour House Dam, Log Cabin Dam, and the existing Colgate Dam for the preservation and enhancement of the fisheries of said river system below said dams;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, IT IS AGREED between the parties hereto as follows:

Section 1.1—The following minimum flows shall be released into the Middle Yuba River immediately below Hour House Diversion Dam for the maintenance of fish-life:

50 cubic feet per second or the natural flow, whichever is less, from April 15 through June 15

30 cubic feet per second or the natural flow, whichever is less, from June 16 through April 14

The above releases shall be measured at a stream gaging station located approximately 500 feet downstream of said dam.

Section 1.2—The following minimum flows shall be released into Oregon Creek from Log Cabin Diversion Dam for the maintenance of fishlife:

12 cubic feet per second or the natural flow, whichever is less, from April 15 through June 15

8 cubic feet per second or the natural flow, whichever is less, from June 16 through April 14

The above releases shall be measured at a stream gaging station located approximately 500 feet downstream of said dam.

Section 1.3—The flows stipulated above in Sections 1.1 and 1.2 shall not fluctuate more than plus or minus 10 percent from the respective mean flows in any 24-hour period. The term "natural flow" in Sections 1.1 and 1.2 means the inflow to the respective reservoirs.

Section 1.4—The following minimum flow shall be released for maintenance of fishlife from the existing Colgate Dam on the North Yuba River:

5 cubic feet per second year around

The flow shall be measured at a stream gaging station located approximately 500 feet downstream of said dam.

Section 1.5—The AGENCY shall make releases of water from Englebright Reservoir to maintain in the Yuba River immediately below Daguerre Point Dam the following minimum flows for the maintenance of fishlife:

January 1-June 30 245 cubic feet per second
 July 1-September 30 70 cubic feet per second
 October 1-December 31 400 cubic feet per second

These flow releases shall be in addition to releases made to satisfy existing downstream water rights and shall be measured over the crest of Daguerre Point Dam and through the fishways at that dam.

Section 1.6—Water releases for fishlife shall be subject to reduction in critical dry years.

A critical dry year, as used herein, is defined as a water year for which the April 1 forecast of the California Department of Water Resources predicts that streamflow in the Yuba River at Smartville will be 50 percent or less than 50 percent of normal. The critical dry year provisions herein shall be effective from the time the aforesaid forecast is available until the April 1 forecast of the following year.

The water release curtailment schedule for critical dry years will be as follows:

| Yuba River at Smartville Streamflow Forecast Per- cent of Normal | Reduction in Water Releases for Fishlife, Percent |
|------------------------------------------------------------------------|------------------------------------------------------|
| 50 | 15 |
| 45 | 20 |
| 40 or less | 30 |

However, in no event shall water releases for fishlife below Daguerre Point Dam be reduced to less than 70 cubic feet per second.

Section 1.7—A minimum pool shall be maintained in New Bullards Bar Reservoir at elevation 1730 feet.

Section 1.8—The AGENCY shall clear vegetation in New Bullards Bar Reservoir from 1700 foot elevation to the 1955 foot elevation.

Where borrow areas are proposed, the top soil shall be stripped first and stockpiled. When borrow operations are completed, the area shall be graded as practicable, and the top soil shall be replaced where the topography permits. Borrow areas on U. S. Government land shall be revegetated with browse species. This stipulation does not apply to those areas which will be inundated by the reservoirs.

Section 1.9—AGENCY shall mitigate damages to wildlife resulting from project activities in accordance with recommendations of the Department of Fish and Game. The extent of AGENCY'S obligation under this Section will be determined through further investigation and negotiations.

Section 2.1—During the period January 16 through October 15, flows released by the AGENCY from the Englebright Reservoir for start-up, shutdown and operation of New Narrows power plant shall not fluctuate at an hourly rate of more than 500 cubic feet per second and releases shall be changed as gradually as possible within this hourly period.

Section 2.2—Except for flood flows, and uncontrolled flows of tributary streams (Deer Creek and French Dry Creek) the releases from Englebright Dam during the period October 16-January 15 shall be continuous and uniform, but the scheduled release for the specified period shall be within the limits prescribed below and these releases shall be measured at the same gaging station as described in Section 2.4:

| PERIOD | RELEASES—C.F.S. |
|---------------------------------|-----------------|
| October 16-October 31 | 600-1,050 |
| November | 600- 700 |
| December | 600-1,400 |
| January 1-January 15 | 1,000-1,850 |

The release during the specified period shall not vary more than 15 percent from the scheduled uniform release and this variance shall be further minimized whenever possible.

Except in case of emergencies, during years other than critical dry years as defined in Section 1.6, minimum continuous release by the AGENCY from Englebright Reservoir during the period January 16 through March 31, shall be 600 cubic feet per second, subject to the above 15 percent variance.

Section 2.3—The allowable reduction in the average continuous flow during the operational period of October 15-31 shall be minimized and limited to not more than 35 percent of the average flow during the preceding seven day period. The reduction in the average continuous flow during November 1-30 shall be minimized and limited to not more than 15 percent of the average continuous flow during the preceding fifteen day period. The STATE shall be furnished with the proposed operation schedule five days before the scheduled release period with further notification of any subsequent change at or before the time it is made.

When the storage and runoff may allow a higher scheduled uniform flow during October and November without a reduction in flow in December, the uniform scheduled release in October and November may be increased.

Section 2.4—Fluctuations in the streamflow are to be measured at the new Yuba River gaging station below Englebright Dam which will be constructed for the AGENCY by the U. S. Geological Survey at a location below the discharges of the two powerhouses.

Section 2.5—The requirements of Sections 2.1 through 2.4 shall be subject to re-evaluation and revision at such time as Marysville or other downstream storage reservoir is constructed on the Yuba River.

Section 3.1—In instances where the AGENCY or its contractors propose to remove vegetation from a reservoir site, strip earth from the abutments, remove sand or gravel from a stream, wash gravel near a stream or carry on any activity in or along a stream which might result in muddying, silting or allowing to enter the stream any substance, which might injure fish life or fish habitat, the AGENCY shall be responsible for providing and maintaining in effective condition check dams, settling ponds, and such other features as may be required to

maintain the fishery values of the streams below such operations.

The AGENCY shall be responsible for its contractor's compliance with Sections 5650, 5948, 12015, 1601, and 1602 of the California Fish and Game Code and other applicable statutes relating to pollution prevention or abatement.

Section 3.2—Free public access shall be allowed within the proposed project boundary, except in areas where public safety, security of AGENCY'S property, or interference with project operations are the controlling factors.

Section 3.3—It is recognized by the AGENCY and the STATE that the temperature of water released from the New Bullards Bar Reservoir during the spawning seasons of king salmon in the fall and shad in the spring can have an effect upon mitigation and enhancement of the salmon and shad runs in the Yuba River. The AGENCY shall so locate and operate the power intake and outlet works at New Bullards Bar Dam so as to provide water temperatures of the releases from New Bullards Bar Dam comparable to or better than present values with regard to the fishery resources.

Section 3.4—AGENCY shall bear the cost of constructing, operating and maintaining fish screening facilities at the Irrigation Diversion Works.

Section 3.5—Design of facilities referred to in Section 3.4 above will be in accord with the criteria described in Exhibit "A", dated August 9, 1965, attached hereto, and which is made a part of this agreement. If said criteria are revised, whereby the cost of fish facilities is increased, such increase shall not be the responsibility of the AGENCY.

Section 4.1—The AGENCY will file a copy of this agreement with the State Water Rights Board and with the Federal Power Commission and will request amendment of Decision D1159 and F.P.C. License for Project #2246 consistent with the provisions of this agreement. By the execution of this agreement, the STATE hereby consents to the amendment of Decision D1159 and F.P.C. License for Project #2246 consistent with the provisions of this agreement.

CALIFORNIA DEPARTMENT OF FISH AND GAME

By W. T. SHANNON
DIRECTOR

YUBA COUNTY WATER AGENCY

By BEN ROSE
BEN ROSE, *Chairman*

By JOHN S. SANBROOK
JOHN S. SANBROOK, *Secretary*

YUBA COUNTY WATER AGENCY

EXHIBIT A

Design Criteria for Fish Facilities

August 9, 1965

Fish Screens

1. A vertical louver type screen shall be provided at the headworks of the South Yuba Canal and a cylindrical, rotating, perforated plate screen shall be provided at the headworks of the North Yuba Canal to divert the fingerling fish from the canals and headworks back into the Yuba River. The fish diversion basins and facilities may be located on the canals a suitable distance downstream of the canal intakes. Each canal or approach channel shall be widened into a basin with a rectangular cross section in which the screen shall be located. The design of the transitions to these basins shall be such as to assure a uniform velocity of approach to the screens. Trash racks capable of removing debris that may clog the screens shall be installed upstream of each screen.
2. The louver screen and structure shall be designed according to the following criteria:
 - Normal velocity of approach—3.5 feet per second
 - Minimum velocity of approach—1.0 feet per second
 - Angle of line of louvers to direction of flow—16°
 - Angle of louver slats to direction of flow—90°
 - Louver slats—2.5 inches wide
 - Adequate flow straightness shall be provided
 - Clear spacing between louver slats—1.5 inch to 2.0 inches
 - Velocity at bypass entrance—1 to 1.4 times the approach velocity
 - Width of bypass opening, minimum—8 inches
 - Minimum diameter of bypass pipe—12 inches
 - The bypass structure shall be of a design which assures a uniform velocity distribution from top to bottom as well as a transition of uniform flow into bypass pipe.
 - Provisions shall be made for cleaning the louver screens under operating conditions.
3. The cylindrical, rotating screen shall be designed according to the following criteria:
 - 3 square feet of perforated plate shall be necessary for each cubic foot per second of diversion.
 - The perforated plate shall have 5/32 inch holes at 7/32 inch centers, staggered.
 - The operating peripheral speed of the screen may range from 10 f.p.m. to 30 f.p.m.
 - Width of bypass opening, minimum—8 inches
 - Diameter of bypass pipe, minimum—12 inches
 - Velocity at bypass entrance—1 to 1.4 times the approach velocity
 - Provisions shall be made for removing, maintaining and adjusting the cylindrical screen in a de-watered condition.

Attachment 3

PPC Close Out Agreement April 22, 2016

Execution Version

YCWA-PG&E POWER PURCHASE CONTRACT CLOSE-OUT AGREEMENT

THIS POWER PURCHASE CONTRACT CLOSE-OUT AGREEMENT ("Agreement") is entered into as of the date last signed and dated below by and between Yuba County Water Agency, a local government agency ("Agency"), and Pacific Gas and Electric Company, a California corporation ("PG&E") (Agency and PG&E are referred to in this Agreement individually as a "Party", and collectively as the "Parties").

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. Agency owns and operates the Yuba River Development Project (Federal Energy Regulatory Commission ("FERC") Project No. 2246), which includes the (a) Colgate Powerhouse, related structures and facilities, and associated real property (known as Yuba Co. APNs 048-270-009 & -010) on the Yuba River in the County of Yuba, which is more particularly described on the attached Exhibit A (the "Colgate Powerhouse Site"), and (b) Narrows 2 Powerhouse, related structures and facilities, and associated easement interests on the Yuba River in the County of Yuba, which is depicted on the attached Exhibit B (the "Narrows 2 Powerhouse Site").

1.2. Agency and PG&E are parties to a Power Purchase Contract dated May 13, 1966, as amended (the "PPC"), which expires on April 30, 2016 (the "PPC Expiration Date"), pursuant to which Agency has operated the Colgate Powerhouse and Narrows 2 Powerhouse (collectively, the "Powerhouses"), and PG&E has made payments for operational expenses related thereto over the term of the PPC and received the electric power produced.

1.3. The Parties acknowledge that certain limited provisions of the PPC will survive the PPC Expiration Date: PG&E's rights as described in the third and fourth sentences of section 13(c); each Party's indemnification obligation under section 14 for claims arising from an occurrence prior to the PPC Expiration Date; dispute resolution under section 19 for any dispute that arises under the contract prior to the PPC Expiration Date; and, final ascertainment to any funds remaining in the Operation and Maintenance Fund under Appendix C, section 13(B).

1.4. The Parties have negotiated payment responsibility for a number of disputed capital and deferred expenditures with regard to the Powerhouses and related facilities under the PPC in light of the impending PPC Expiration Date.

1.5. The Parties now wish to memorialize the negotiated allocation of payment responsibility for capital and deferred expenditures, allocate end of term operational expenses between the Parties in light of the pending PPC Expiration Date, and provide a mechanism for payment of such expenses not yet invoiced or paid prior to the PPC Expiration Date.

2. Effective Date and Term.

2.1. Effective Date. The Effective Date of this Agreement will be May 1, 2016.

2.2. Term. This Agreement will be effective from the Effective Date and will expire on December 31, 2017.

3. 2016 Budget

3.1. Operating Expenses. The Parties acknowledge that the operating budget as described and shown on the attached Exhibit A (the “2016 Budget”) reflects the agreement of the Parties as to a reasonable allocation of expenses between them for the 2016 operating year, taking into consideration the PPC Expiration Date (the “2016 Budget”). Actual 2016 expenses other than for the Colgate tunnel coating work may vary from the 2016 Budget.

3.2. Settlement of Disputed Capital Improvements and Deferred Work Costs. The Parties acknowledge that the 2016 Budget memorializes their negotiated settlement of claims with regard to the Colgate Powerhouse Unit #2 transformer and deferred work items, as more particularly described below.

A. Transformer Costs. Each of the Parties will pay fifty percent (50%) of the total purchase and installation costs for the Colgate Powerhouse Unit #2 transformer.

B. Deferred Work. PG&E will make a lump sum payment for Colgate tunnel coating work upon receipt of invoice from the Agency, as provided below in Article 4. PG&E will also pay costs for Lake Francis Road repair work as invoiced by the Agency, not to exceed the amount set forth in the 2016 Budget. The Parties acknowledge that the tunnel re-coating and road repairs both represent budgeted items from prior years.

4. Post-PPC Expiration Date Costs

4.1. 2016 Budget Costs. To the extent that costs from the 2016 Budget are not fully invoiced prior the PPC Expiration Date, PG&E hereby affirms its obligation to complete payment of such costs upon receipt of invoices as provided herein. Agency will invoice PG&E for costs related to the 2016 Budget after the PPC Expiration Date as provided below in Section 4.2. The Parties acknowledge that the initial invoice under this Agreement will contain a lump sum for the previously deferred Colgate tunnel coating work.

4.2. Invoicing. Commencing on June 1, 2016, and thereafter on or before the twentieth (20th) day of each month, Agency will provide to PG&E an invoice detailing any 2016 Budget expenses not yet invoiced since the PPC Expiration Date, or previous invoice, as applicable. Invoices shall include reasonable supporting materials for costs detailed therein, and shall be subject to audit by PG&E. PG&E agrees to pay undisputed amounts in invoices submitted under this Section within thirty (30) days from the date of receipt of the invoice unless within thirty (30) days of receipt of the invoice from Agency, PG&E makes and transmits to Agency specific exceptions disputing all or a portion of the invoice. If PG&E disputes a portion of an invoice, PG&E shall nevertheless pay any undisputed portion of that invoice within the time specified. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Interest Rate, such interest to be calculated from and including the due date to, but excluding, the date the delinquent amount is paid in full. “Interest Rate” means the rate per annum equal to the “Monthly” Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15 (519) or its successor publication.

4.3. Disputes. The Parties will use their respective best efforts to timely resolve any disputes with regard to this Agreement. If the Parties are unable to resolve any such disputes within thirty (30) days after a Party receives the other Party’s notice of dispute, the matters in dispute shall be submitted to dispute resolution as provided in Article 8. Upon resolution of the

dispute, any required payments shall be made within fifteen (15) days of such resolution along with any interest accrued from the original due date.

5. Differential Relay Protection. A new Unit #2 transformer was recently installed at the Colgate Powerhouse. The PG&E engineering department is working on updated engineering drawings to match the post-installation as-built conditions; however, the drawings will not be completed until sometime after April 30, 2016. PG&E agrees to finish the as-built drawings for this work and deliver them to Agency.

6. Future Easements. The Parties acknowledge that they are working on mutual easement agreements to apply following expiration of the PPC, with one easement from Agency to PG&E for PG&E's ongoing use of certain Agency property and one easement from PG&E to Agency for Agency's ongoing use of certain PG&E property. If the easements are not signed and recorded by May 1, 2016, then, for the period from May 1, 2016 to recordation of the easements, (a) PG&E may continue to use the Agency property as provided by the third and fourth sentences of PPC section 13(c), and (b) Agency may continue to use the PG&E property within the Colgate Powerhouse site and the PG&E Dobbins Substation property consistent with Agency's normal and customary use of those properties during the term of the PPC.

7. No Consequential Damages. In the event of a claim by one Party against the other Party arising out of or in connection with the performance or non-performance of the Party's obligations under this Agreement, whether such claim is based on contract, tort, negligence, warranty or other legal theory, the Party will not be liable to the claimant-party or obligated in any manner to pay to the claimant-party any special, incidental, consequential, punitive, exemplary and/or indirect damages, lost profits and/or other business interruption damages. This waiver of damages applies only to disputes and claims as between the Parties.

8. Disputes.

8.1. Intent of the Parties. Except as provided in Section 9.10, the sole procedures to resolve any dispute arising out of or relating to this Agreement are the dispute resolution procedures set forth in this Article 8.

8.2. Management Negotiations.

A. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement by prompt negotiations between the representatives of the Parties that the Parties have appointed for this purpose (each such representative is referred to as a "Manager"). Each Party will appoint its Manager by written notice to the other Party within 15 days after the Effective Date, and each Party may change its Manager any time thereafter by written notice to the other Party. Either Manager may request a meeting, which will be held in person or telephonically, to initiate discussions within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place, and such meeting may include Executives. If the Managers do not resolve the matter within fifteen (15) Business Days after their first meeting (the "Initial Negotiation End Date"), then the Managers will refer the matter to the designated senior officials of their respective organizations (the "Executives"), who will have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date (the "Referral Date"), each Party will provide the other Party written notice confirming the referral and identifying the name and title of the Executive who will represent the Party. The Parties intend that the Manager and the Executive be two different people, however, the Parties

agree that YCWA may appoint its General Manager to be its Manager, and then to be its Executive, under this Subsection.

B. Within five (5) Business Days after the Referral Date, the Executives will establish a mutually acceptable location and date to meet, which date will not be more than thirty (30) days after the Referral Date. After the initial meeting date, the Executives will meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

C. All communication and writings exchanged between the Parties in connection with these negotiations will be deemed confidential and subject to the confidentiality provisions of this Agreement. All such communication and writings will be subject to the legal limitations on admissibility of settlement documents.

D. If the matter is not resolved within forty-five (45) days after the Referral Date, or if the Party receiving the written request to meet, pursuant to Section 8.2(A), refuses or does not meet within the ten (10) Business Day period specified in Section 8.2(A), either Party may request mediation of the dispute under Section 8.3.

8.3. Mediation. If the dispute is not resolved by the negotiation process described in Section 8.2, then either Party may request mediation. A request for mediation must be either accepted or rejected in writing by the other Party within ten (10) days of its receipt of the request. If no response is provided within such ten (10) day period, the request will be deemed to be rejected. If mediation is agreed to by both Parties, then, unless the Parties agree on other procedures to govern the mediation, the mediation will be conducted by an individual selected by the Parties who has experience in mediation and expertise in the field of the dispute, and the location of the mediation sessions will alternate between the business offices of the two Parties unless otherwise agreed among the Parties. The mediator will not have the authority to require, and neither Party may be compelled to engage in, any form of discovery in connection with the mediation. Each Party will pay half of the costs of the mediator and the administrative fees of the mediation proceeding, and each Party will bear its own costs, expenses and attorney fees for the mediation proceeding. If within sixty (60) days after the date on which the Parties agreed to mediate, or within such longer period to which the Parties mutually agree, the mediation does not result in resolution of the dispute, then either Party may pursue the judicial remedies described in Sections 8.4 and 8.5.

8.4. Judicial Reference. If any dispute arising under this Agreement is not resolved under Section 8.2 or Section 8.3, then either Party may file an action for judicial resolution of the dispute in the Sacramento County Superior Court. Except as provided in Section 8.5, the Parties agree that, as authorized by California Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each Party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action, except that either Party may pursue its remedies under Section 8.5 and both Parties will have rights to appeal the final judgment entered pursuant to Code of Civil Procedure section 644, subdivision (a).

A. The Party initiating the Superior Court action will, at the same time it files its complaint in the action, also file a written motion for appointment of a single referee.

B. Appointment of a referee (the "Referee") by the court will be governed by Code of Civil Procedure section 640, and subject to objection by either Party as provided by Code of

Civil Procedure section 641. No active or retired judge of the Yuba County Superior Court or the San Francisco County Superior Court will be qualified to be a referee in any action concerning this Agreement.

C. The Referee will have the discretion to order depositions of witnesses to the extent the Referee deems such discovery relevant and appropriate. Depositions will be limited to a maximum of three (3) per Party unless otherwise permitted by the Referee for good cause shown, and will be held within thirty (30) days of the making of a request. Each deposition will be limited to a maximum of six (6) hours duration unless the Referee, for good cause shown, authorizes longer or additional depositions. All objections made during these depositions will be reserved for the Referee's final decision. The Referee also will have discretion to order the Parties to exchange relevant documents.

D. The Referee's statement of decision will be in writing (stating the decision of the Referee and the reasons therefor) and will be filed for entry of judgment by the court under Code of Civil Procedure section 644, subdivision (a).

E. The Referee will make his or her statement of decision within nine (9) months of the date of the filing of the motion to appoint the Referee, and the Referee will agree to comply with this schedule before accepting appointment.

F. Each Party will pay half of the costs of the Referee and the administrative fees of the reference proceeding, and each Party will bear its own costs, expenses and attorney fees for the reference proceeding. The Referee will be authorized in his or her discretion to grant pre-award and post-award interest.

G. The Referee will have the authority to grant a dispositive motion before or after the commencement of discovery, if the Referee concludes that there is no material issue of fact and that the moving Party is entitled to judgment as a matter of law. The Referee will have the authority, in his or her discretion, to set a briefing and hearing schedule for any such motion.

8.5. Provisional Remedies. Notwithstanding Sections 8.1 through 8.4, either Party may file and pursue an action in the Sacramento County Superior Court, and, in that action, file a request to the court to issue a temporary restraining order, preliminary injunction or similar provisional remedy that is appropriate under this Agreement and applicable law. If such an action is filed and any request for provisional remedy is made, then the court will have the authority to hear and decide all aspects of any request for a provisional remedy and any request to amend a provisional remedy ordered by the court, and Section 8.4 will apply to all other matters in the action.

9. General Provisions

9.1. Entire Agreement. The Parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

9.2. Amendment. This Agreement may be modified or amended only by a later writing approved and signed by both Parties. Amendment by Agency requires the approval of its Board of Directors at a noticed public meeting.

9.3. Construction and Interpretation. The Parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in construing or interpreting this Agreement.

9.4. Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

9.5. Successors and Assigns. Neither Party may assign or transfer any of its rights, duties, obligations or other interests in this Agreement without the other Party's prior written consent. Any assignment or transfer in violation of this provision is null and void.

9.6. Severability and Unenforceability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, by any arbitrator, court and/or as a result of legislative actions, this holding and/or action shall be strictly construed and the remaining parts of this Agreement will continue in full force and effect and be fully binding, provided that each Party still receives the benefits of this Agreement. To the extent permitted by law, the Parties waive any provision of law that renders any provision of this Agreement prohibited and/or unenforceable in any respect, provided that such waiver extends only to the extent necessary to cure the unenforceability of the prohibited or unenforceable provision.

9.7. No Joint Venture. This Agreement does not create, is not intended to create, and should not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability as between the Parties.

9.8. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights and/or remedies under and/or by reason of this Agreement on any person and/or entity other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve and/or discharge the obligation and/or liability of any third party to any Party, nor give any third party any right of subrogation and/or action against any Party.

9.9. Governing Law. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California applicable to contracts made and performed in this State without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law.

9.10. Consent to Jurisdiction. Subject to the following sentence, each Party consents to the exclusive jurisdiction and venue of the Sacramento County Superior Court for any judicial action subject to Article 8. For any action for which there is federal-court jurisdiction, each Party consents to the jurisdiction of the United States District Court for the Eastern District of California, and Sections 8.4 and 8.5 will not apply to such action. Each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of these courts and waives any defense of forum non conveniens.

9.11. Confidentiality.

A. Neither Party shall disclose to other persons or entities information provided to it by the other Party with respect to the subject matter of this Agreement and identified by the other Party in writing as confidential at the time of disclosure. Neither Party shall be required to maintain the confidentiality of any information which is available to it independently of its disclosure by the other Party.

B. If a Party is required to disclose confidential information in order to satisfy an obligation pursuant to applicable statute, regulation, rule or valid order of any competent governmental authority ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts: (i) to notify the other Party prior to disclosing the confidential information and (ii) prevent or limit such disclosure and insure that confidential information is only disclosed publicly to the extent required by law. After using such reasonable efforts, the disclosing Party shall not be prohibited from complying with a Disclosure Order or liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. PG&E acknowledges that Agency, as a public entity, is subject to the California Public Records Act ("CPRA"). In addition to the foregoing, Agency shall provide timely written notice to PG&E of any request for disclosure under the CPRA of any documents related to the performance of this Agreement. If PG&E requests that Agency deny any such CPRA request, PG&E shall indemnify, defend and pay all defense costs and hold the Agency harmless for any and all loss incurred by Agency because of its denial of the CPRA request.

C. Notwithstanding the provisions in Subsection (B) above, the Parties are permitted to disclose information related to the negotiation of this Agreement as follows: (i) to PG&E's Procurement Review Group, as defined in California Public Utilities Commission ("CPUC") Decision (D) 02-08-071, subject to a confidentiality agreement, (ii) to the CPUC (including CPUC staff) under seal for purposes of review (if such seal is applicable to the nature of the confidential information), (iii) to any Independent Evaluator, as defined and specified in the PG&E RPS Solicitation Protocol dated May 11, 2011 ("Protocol"), and (iv) to FERC (including FERC staff) in a redacted form agreed to by the Parties.

D. This Section 9.11 shall apply to disclosures of information by one Party to the other prior to the Effective Date as if it had been effective on the date of the disclosure and as if the disclosing Party had identified the information as confidential at the time of disclosure.

9.12. Further Assurances. The Parties shall execute, acknowledge and deliver such additional documents, instruments and/or assurances and take such other actions as will be necessary and/or reasonable to implement their obligations under this Agreement.

9.13. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, or (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

| | |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency: General Manager Yuba County Water Agency 1220 F Street Marysville, CA 95901 | PG&E: Sr. Director – Power Generation Pacific Gas and Electric Company 245 Market Street P.O. Box 770000 San Francisco, CA 94177 |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, or (c) on the date of delivery as shown on the overnight courier service receipt. Any Party may change its contact information by notifying the other Party of the change in the manner provided above.

9.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

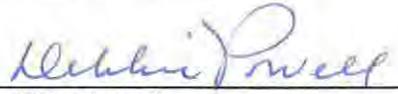
In witness whereof, the undersigned execute this Agreement as of the last date signed below.

YUBA COUNTY WATER AGENCY PACIFIC GAS & ELECTRIC CO.

Dated: 4-21-16

Dated: 4-22-16

By: 
Curt Aikens
General Manager

By: 
Debbie Powell
Sr. Director, Power Generation

**EXHIBIT A
2016 BUDGET**

| Item | |
|--------------------------------------------------------------------------------------------------------|---------------------|
| Estimated O&M Expenses through 4/30/16 (pursuant to PCC, through the PPC Expiration Date) | \$6,593,386 |
| Colgate Unit #2 Transformer Replacement (50% of estimated cost – each Party will pay 50% of actual) | \$1,475,133 |
| Colgate Tunnel Coating (deferred from previous budget years – lump sum) | \$2,800,000 |
| Lake Francis Rd Repairs (deferred from previous budget years – not to exceed) | \$350,000 |
| 2016 Budget | \$11,218,519 |

Attachment 4

Shared Facility Agreement April 26, 2016

**COLGATE/NARROWS 2/OREGON PEAK
SHARED FACILITY AND SITE OPERATIONS AGREEMENT**

BY AND BETWEEN

THE YUBA COUNTY WATER AGENCY

AND

PACIFIC GAS AND ELECTRIC COMPANY

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EXECUTION VERSION

COLGATE/NARROWS 2/OREGON PEAK SHARED FACILITY AND SITE OPERATIONS AGREEMENT

THIS SHARED FACILITY AND SITE OPERATIONS AGREEMENT ("Agreement") is entered into as of the date last signed and dated below by and between Yuba County Water Agency, a local government agency ("Agency"), and Pacific Gas and Electric Company, a California corporation ("PG&E") (Agency and PG&E are referred to in this Agreement individually as a "Party", and collectively as the "Parties".) The Parties hereby agree as follows:

Article I

Recitals

This Agreement is made with reference to the following background recitals:

1.1. Agency owns and operates the Yuba River Development Project (Federal Energy Regulatory Commission ("FERC") Project No. 2246), which includes the (a) Colgate Powerhouse, related structures and facilities, and associated real property (known as Yuba Co. APNs 048-270-009 & -010) on the Yuba River in the County of Yuba, which is more particularly described on the attached Exhibit A (the "Colgate Powerhouse Site"), and (b) Narrows 2 Powerhouse, related structures and facilities, and associated easement interests on the Yuba River in the County of Yuba, which is depicted on the attached Exhibit B (the "Narrows 2 Powerhouse Site").

1.2. Agency and PG&E are parties to a Power Purchase Contract dated May 13, 1966, as amended, which expires on April 30, 2016. Under the terms of the contract, PG&E has installed and operates four 230/60 kV transformers (three single phase and one spare), two transmission tie breakers, and related switchyard and other equipment on the Colgate Powerhouse Site and communications equipment on the Narrows 2 Powerhouse Site. PG&E desires to continue to own and operate this equipment at the Colgate and Narrows 2 Powerhouse Sites after April 30, 2016 in connection with PG&E's ongoing electricity transmission and related responsibilities.

1.3. The Agency leases a 6,300 square foot communications repeater site from the State of California that is located on Oregon Peak in the northeast quarter of Section 27, Township 18 N, Range 7 E, M.D.M. and described in more detail in the Telecommunication Ground Lease between the Agency and State of California dated December 1, 2010 (as amended) (the "Oregon Peak Site"). The Colgate Powerhouse Site, Narrows 2 Powerhouse Site and Oregon Peak Site are referred to collectively as the "Agency Sites." The 2010 Telecommunication Ground Lease as the same may be amended and renewed from time to time is referred to herein as the "Telecommunication Lease." The Agency has installed and operates communications and related equipment at the Oregon Peak Site for communications purposes relating to the operation and management of the Colgate and Narrows 2 Powerhouse Sites. PG&E also owns and operates certain communications equipment at the Oregon Peak Site (as shown on the attached Exhibit C) and, after April 30, 2016, PG&E will continue to own and use

the equipment, subject to the Telecommunications Lease, the requirements set forth in Article 5, and other applicable provisions of this Agreement.

1.4. The Agency holds two easements for the construction, operation and maintenance of a power plant, intake works, tunnel and roadway for the Narrows 2 Powerhouse Site with the Department of the Army pursuant to Easement Nos. DACW05-2-75-715 (road easement to power plant) and DACW05-2-75-716 (right-of-way entry for new power plant, intake works, access road and appurtenant facilities) (collectively, as may be amended from time to time, the "Army Easement"). PG&E owns and operates transmission line relays, communication devices and related equipment at the Narrows 2 Powerhouse Site, subject to the Army Easement and the requirements set forth in Section 5 of this Agreement.

1.5. PG&E owns a 3.857-acre parcel of land (APN 048-270-011 and shown on the survey map attached as Exhibit D; the "PG&E Parcel") located within the Colgate Powerhouse Site on which PG&E owns and operates a 60 kV switchyard and other equipment. Agency has installed and operates various maintenance facilities on the PG&E Parcel outside of PG&E's 60 kV switchyard. After April 30, 2016, PG&E will continue to own the PG&E Parcel and operate and maintain a 60 kV switchyard and other equipment on the parcel and Agency desires to continue to operate and maintain its maintenance facilities at their present location.

A. Subject to obtaining required regulatory and management approvals, the Parties plan to proceed with a lot line adjustment involving a reduction and change in the shape of the PG&E Parcel and a concurrent increase and change of the Colgate Powerhouse Site parcel so that all of PG&E's switchyard and other equipment will be located on the PG&E Parcel and all of Agency's maintenance facilities presently located on the PG&E Parcel will be located on the Colgate Powerhouse Site. If the lot line adjustment is approved and recorded, then upon recording the lot line adjustment the meanings of "PG&E Parcel" and "Colgate Powerhouse Site" under this Agreement will be changed to mean the revised parcel sizes and shapes as shown on the recorded lot line adjustment.

1.6. Agency owns the Colgate Administration and Maintenance Shop Building (the "Administration Building") on the east side of the Colgate Powerhouse Site. A control room relating to the operation of the PG&E 60 kV switchyard is located in the first floor of the Administration Building. PG&E has leased the control room from the Agency under a Lease dated February 10, 1970, which expires on April 30, 2016. PG&E desires to continue to use the control room together with related use of the 60 kV switchyard-related meters, wires and conduits in the Administration Building (collectively the "Control Room Facilities") after April 30, 2016 in connection with PG&E's ongoing electricity transmission and related responsibilities.

1.7. After April 30, 2016, PG&E will continue to use the Control Room Facilities and the Parties will have shared use of the Agency Sites as provided by this Agreement, and, when they are finally approved and signed, the related YCWA-to-PG&E Colgate/Narrows 2 Site Easement and Lease Agreement (the "PG&E Easement Agreement") (which conveys to PG&E certain easements and a lease relating to its uses of the Agency Sites) and the PG&E-to-YCWA Colgate Site Easement Agreement (the "YCWA Easement Agreement") (which conveys to Agency certain easements relating to its uses of PG&E property). The Parties intend for this Agreement to confirm and memorialize the shared use of the Agency Sites and the PG&E Parcel and provide for coordination and cooperation between the Parties, subject to the terms of this Agreement. The Parties recognize that PG&E's shared use of the Agency Sites is much

greater in scope and complexity than Agency's shared use of the PG&E Parcel, necessitating more extensive requirements for such shared use. The Agreement reflects this difference and is intentionally focused on requirements for PG&E's shared use of the Agency Sites.

Article II

Effective Date and Term

This Agreement will become effective on May 1, 2016, and will continue in effect unless terminated by either Party: (a) for a material breach of the Agreement by the other Party, following notice and opportunity to cure as provided in Section 14.4; or (b) after January 31, 2046, upon either Party's election. Either Party may elect to terminate this Agreement pursuant to clause (b) with or without cause, but must provide written notice as soon as practicable to the other Party of its intent to terminate, and at least five years in advance of termination. If a Party wants to terminate the Agreement effective January 31, 2046, it must give notice of termination five years prior to that date.

Article III

Equipment Ownership and Responsibility

3.1. PG&E-Owned Equipment.

A. The Parties acknowledge and Agency confirms that PG&E owns lines, transformers, circuit breakers, switches, relays, meters and other equipment located at the Agency Sites as described and shown on the attached Exhibits E and F (the "PG&E-Owned Equipment").

B. PG&E is solely responsible for the operation and maintenance and, when necessary (as determined by PG&E), repair and replacement of the PG&E-Owned Equipment. PG&E at its sole cost and expense will keep and maintain the PG&E-Owned Equipment in good, safe, sanitary and clean condition and repair.

3.2. Agency-Owned Equipment.

A. The Parties acknowledge and PG&E confirms that Agency owns all other equipment, facilities, improvements, buildings and structures located at the Agency Sites other than the PG&E-Owned Equipment as well as the Agency maintenance facilities presently located on the PG&E Parcel (together the "Agency-Owned Equipment").

B. Agency is solely responsible for the operation and maintenance and, when necessary (as determined by Agency), repair and replacement of the Agency-Owned Equipment. Agency at its sole cost and expense (subject to Section 11) will keep and maintain the Agency-Owned Equipment in good, safe, sanitary and clean condition and repair.

3.3. Quitclaim. Each Party hereby quitclaims and relinquishes any right, title or interest in the other Party's equipment, the ownership of which is confirmed in Sections 3.1(A) and 3.2(A). This quitclaim and relinquishment shall survive any expiration or termination of this Agreement.

3.4. Annunciators. The Parties acknowledge that PG&E will move all of its annunciator windows from Annunciator No. 5 in the Colgate Powerhouse control room to Annunciator No. 6. Upon completion of such move, to occur not later than December 31, 2016, Annunciator No. 6 will become PG&E-Owned Equipment, and PG&E will be responsible for the maintenance (as determined by PG&E) and repair of the initiating devices and circuits up to the back plane of the Annunciator No. 6 panel. Agency will be responsible for the operation and maintenance and, when necessary (as determined by Agency), repair and replacement of the annunciator panel itself. Agency's operator will notify PG&E's Grid Control Center – Table Mountain, immediately upon any annunciation from Annunciator No. 6. This notification responsibility will end with completion of PG&E's 230 kV SCADA project, or by December 31, 2016, whichever is sooner.

3.5. DC Breakers. The Parties acknowledge that PG&E will move its five (5) direct current (“DC”) breakers, currently located at positions P8, P10, P18, P20 and P26 on the Colgate main DC panel in the Colgate Powerhouse control room to the DC sub panel located in the rear of the Colgate Powerhouse control room designated for the exclusive use of PG&E. PG&E will complete this relocation not later than December 31, 2016. The relocated DC breakers will become PG&E-Owned Equipment.

3.6. Site Coordinators. Agency will appoint a management employee to act as its site coordinator for purposes of this Agreement. The Agency site coordinator will serve as the Agency's primary point of contact. PG&E will appoint employees to act as its site coordinators for purposes of this Agreement, with each site coordinator to act as the primary point of contact for the various PG&E departments, as shown on the attached Exhibit G. The site coordinators will serve at the pleasure of the appointing Party and a Party may change its coordinator at any time by giving written notice of the change to the other Party. The site coordinators will coordinate the PG&E and Agency work and operations on the Agency Sites in an effort to ensure smooth, efficient and well-coordinated operations. The site coordinators will work collaboratively to resolve questions, problems and disagreements. At the beginning of each calendar year, the site coordinators and each Party's responsible managers for operations under this Agreement will meet to discuss and review implementation of the Agreement, any updates or revisions to agreements or procedures, any coordination-related issues or concerns, key personnel changes, plans for the upcoming year, and other relevant matters. At the annual meeting, the Agency will confirm or update its site coordinator and PG&E will confirm or update its Exhibit G list of site coordinators. The site coordinators also will consult and meet from time to time as appropriate. Each Party's site coordinator will coordinate as appropriate with its Party's other staff and employees.

Article IV

PG&E and Agency Operation of Equipment

4.1. Agency Grant of Rights. Agency grants PG&E permission to retain, operate, maintain, repair and replace the PG&E-Owned Equipment at the Agency Sites consistent with the terms of this Agreement. PG&E will not perform any construction, reconstruction, improvement, installation, expansion or related work without prior notice to and Agency approval of such work as provided in more detail in the PG&E Easement Agreement (for the Colgate Powerhouse Site) and Sections 5.5 and 5.6 (for the Narrows 2 and Oregon Peak Sites). PG&E

also will comply with the terms of the PG&E Easement Agreement to the extent applicable to any such construction, reconstruction, improvement, installation, expansion or related work.

4.2. PG&E Grant of Rights. PG&E grants Agency permission to retain, operate, maintain, repair and replace the Agency-Owned Equipment located on the PG&E Parcel consistent with the terms of this Agreement. Agency will not perform any construction, reconstruction, improvement, installation, expansion or related work without prior notice to and PG&E approval of such work as provided in more detail in the YCWA Easement Agreement. Agency also will comply with the terms of the YCWA Easement Agreement to the extent applicable to any such construction, reconstruction, improvement, installation, expansion or related work.

4.3. Inspection Notices. Agency will notify PG&E of any regulatory inspection of which it is aware that will include inspection of PG&E-Owned Equipment with as much advance notice as practicable. PG&E may have its representatives participate in such inspections when sufficient advance notice allows. Agency shall notify PG&E of any regulatory finding related to any PG&E-Owned Equipment and, if required, PG&E shall fully and expeditiously respond to the regulatory agency.

4.4. Work Notice to Agency. PG&E will not perform or undertake any operations, maintenance, repair or construction work that will adversely impact Agency operations or Agency-Owned Equipment without prior notification to, and reasonable approval of, Agency.

4.5. Assistance. Each Party agrees to promptly provide appropriate service and assistance as reasonably available to the other Party in response to any request for coordination, cooperation or assistance concerning electricity transmission-related problems or troubleshooting at the Agency Sites.

4.6. Current Transformers. There are two sets of bushing current transformers ("CTs") on the Colgate Powerhouse generator breakers (CT #212 for Unit 1 and CT #222 for Unit 2) that support protective relays for certain PG&E-Owned Equipment. These CTs will be considered Agency-Owned Equipment and Agency will be responsible for their operation, maintenance, testing, and, when necessary (as determined by Agency), repair and replacement.

4.7. Breaker Failure Relays. PG&E will own (as PG&E-Owned Equipment) and maintain the breaker failure relays associated with CB212, CB222, CB262 and CB272. Agency owns CB212 and CB222 and is therefore responsible for the inputs from Agency-Owned Equipment protected by the breaker failure relays associated with these two breakers, including, without limitation, the hardware from the Agency-Owned Equipment up to the terminal block of the breaker failure relays, as well as the accuracy of the signals from the Agency-Owned Equipment that cause these breaker failure relays to operate. If any of the four breaker failure relays fails in-service, PG&E will open the associated breaker for public and personnel safety, as well as equipment protection. PG&E will not be liable to Agency for any lost generation resulting from such in-service failure. PG&E and Agency will work together to return the equipment to service as soon as possible.

4.8. PG&E Compliance Obligations. PG&E operations and work under this Agreement will comply with (a) all applicable federal, state and local laws, ordinances, rules, regulations, orders, agreements, permits and licenses (as the same may be amended, supplemented or reissued from time to time) relating to its use of the Agency Sites, and (b) the terms of the

PG&E Easement Agreement to the extent applicable to operations and work under this Agreement. PG&E also will obtain, possess, maintain and comply with all federal, state and local government permits, licenses, authorizations, certificates and other entitlements that may be required for it to use the Agency Sites and operate and maintain the PG&E-Owned Equipment. PG&E shall provide Agency with copies of any such permits, etc. upon request.

4.9. Agency Compliance Obligations. Agency operations and work under this Agreement will comply with (a) all applicable federal, state and local laws, ordinances, rules, regulations, orders, agreements, permits and licenses (as the same may be amended, supplemented or reissued from time to time) relating to its use of the PG&E Parcel, and (b) the terms of the YCWA Easement Agreement to the extent applicable to operations and work under this Agreement. Agency also will obtain, possess, maintain and comply with all federal, state and local government permits, licenses, authorizations, certificates and other entitlements that may be required for it to use the PG&E Parcel and operate and maintain the Agency-Owned Equipment on the PG&E Parcel. Agency shall provide PG&E with copies of any such permits, etc. upon request.

Article V

Narrows 2 Powerhouse Site and Oregon Peak Site Use

5.1. Grant of Use Rights. Agency hereby apportions Agency's easements at the Narrows 2 Powerhouse Site to allow PG&E (and its authorized employees, agents, contractors, or invitees) joint use of Agency's Narrows 2 Powerhouse Site as set forth in this Article 5. Agency hereby grants PG&E (and its authorized employees, agents, contractors, or invitees) the right to enter and use Agency's lease at the Oregon Peak Site as set forth in this Article 5.

5.2. Narrows 2 Powerhouse Site Use. PG&E will have use of the area depicted on the attached Exhibit H in order to install, operate, maintain, repair, inspect, expand, improve, reconstruct, modify, remove, relocate and replace the PG&E communication devices and related equipment at the Narrows 2 Powerhouse Site. PG&E use of this area is subject to and must comply with the requirements and limitations of (1) this Article 5, and (2) the Army Easement.

5.3. Oregon Peak Site Use. PG&E will have use of the area depicted on Exhibit C in order to install, operate, maintain, repair, inspect, expand, improve, reconstruct, modify, remove, relocate and replace the PG&E communication equipment at the Oregon Peak Site. However, PG&E use of this area is subject to obtaining the written consent of the State of California under the terms of the Telecommunication Lease or PG&E otherwise obtaining an agreement with the State authorizing the use of the Oregon Peak Site and access road. PG&E use of the Oregon Peak Site is subject to and must comply with the requirements and limitations of (1) this Article 5, and (2) the Telecommunication Lease. In the event Agency subsequently authorizes any third party to install telecommunication equipment at the Oregon Peak Site, it will require that such use not cause interference, either electronically or physically, with the existing PG&E communication equipment shown on Exhibit C, and also require any such third party, at its sole expense, to take such reasonable steps as may be necessary or recommended by PG&E and/or Agency to eliminate interference with PG&E's communication equipment.

5.4. Narrows 2 Parking. PG&E will have shared use of the vehicle parking areas on the Narrows 2 Powerhouse Site in connection with PG&E's use of the site.

5.5. Narrows 2 Access. PG&E will have shared use of the Agency's easement interest in the access road from Scott Forbes Road to the Narrows 2 Powerhouse Site in order for PG&E to access the site.

5.6. PG&E Improvements. PG&E at its sole cost and expense shall be responsible for any improvements to the Narrows 2 Powerhouse Site or Oregon Peak Site as necessary or appropriate to accommodate its use of the areas. PG&E will not construct, install, reconstruct, or expand, or cause to be constructed, installed, reconstructed, or expanded, any improvement, structure, building, equipment, real property fixture, paving, or sign on or in the Narrows 2 Powerhouse Site or Oregon Peak Site without the prior written consent of Agency, which consent will not be unreasonably withheld, conditioned or delayed. All construction and other work relating to improvement of the Narrows 2 Powerhouse Site or Oregon Peak Site will be performed in a good and workmanlike manner, and will comply with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for the work. Once PG&E commences any improvement work, it will diligently prosecute the work through to completion. PG&E shall keep the Narrows 2 Powerhouse Site or Oregon Peak Site free and clear from any and all liens, stop notices, claims and demands for work performed, materials furnished, or operations conducted on the Narrows 2 Powerhouse Site or Oregon Peak Site. PG&E shall indemnify and hold Agency and the Agency real property free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of work performed, material furnished, or obligations incurred by PG&E, in, upon, about or otherwise in connection with the Narrows 2 Powerhouse Site or Oregon Peak Site.

5.7. Oregon Peak Equipment. New or modified equipment installed at the Oregon Peak Site also is subject to prior review and approval by the State under the Telecommunication Lease. If PG&E proposes to install new equipment or modify existing equipment at the site, then, in addition to the requirements of Section 5.5, PG&E will comply with State review and approval requirements under the terms of the Telecommunication Lease in coordination with Agency. If a PG&E-only change triggers the payment of processing or other fees or charges to the State under the Telecommunication Lease, then PG&E will pay any such fees or charges. If PG&E equipment changes are processed concurrently with Agency equipment changes, then the Parties will split 50%/50% the payment of any processing or other fees or charges to the State required under the Telecommunication Lease.

5.8. Property Taxes. If and to the extent that ad valorem real property taxes assessed against the Narrows 2 Powerhouse Site or Oregon Peak Site are increased as a result of PG&E's use of the Narrows 2 Powerhouse Site or Oregon Peak Site, PG&E shall be responsible for payment of the increased amount thereof. PG&E shall be responsible for payment of any taxes, assessments and other charges levied or imposed by any governmental entity on the PG&E-Owned Equipment, furnishings or other personal property placed in or on the Narrows 2 Powerhouse Site or Oregon Peak Site. All such taxes, assessments and charges will be paid as they become due and payable and before they become delinquent.

5.9. Hazardous Material. PG&E agrees that it will not, and that it will not permit any of its employees, agents, contractors or invitees to, use, store, dispose, release, handle or otherwise manage any Hazardous Material on the Narrows 2 Powerhouse Site or Oregon Peak Site, except as done in connection with the use, operation, maintenance, construction, or repair of

the Narrows 2 Powerhouse Site or Oregon Peak Site and in compliance with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permit, license, authorization, certification, and other entitlement or approval requirements. "Hazardous Material" means any (1) substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import) in any federal or state statute or regulation, (2) oil, gasoline, or other petroleum product, (3) explosive material, or (4) any other chemical substance or material that is prohibited, limited or regulated under any federal, state or local code, statute, rule, regulation, ordinance, other law, permit, or license regulating or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health, safety, or the environment.

Article VI

Agency Operation of PG&E Equipment in Limited Circumstances

6.1. Agency Operation of PG&E Equipment. While operation of the PG&E-Owned Equipment ordinarily will be performed by PG&E personnel, under emergency conditions and other exigent circumstances when PG&E personnel are not on-site, Agency may operate or shutdown the PG&E-Owned Equipment as appropriate to protect the public health or safety or to protect or avoid damage to Agency-Owned Equipment as provided in this paragraph. Except in an extreme emergency situation, any operation of PG&E-Owned Equipment by Agency personnel will be performed under the direction (via telephone, radio or email) of the PG&E-designated switching center or electric control center staff. If Agency operates PG&E-Owned Equipment under any circumstance, such operations will be performed by qualified employees using industry standard best practices. If needed, PG&E promptly shall send in appropriate staff and equipment to the particular site to correct the problem.

6.2. DC System Ground Access. In the event of a DC system ground, Agency may access the PG&E-Owned Equipment in order to operate the PG&E breakers in an effort to isolate the location of the ground. Except in an extreme emergency situation, any equipment operation by Agency personnel will be performed under the direction (via telephone, radio or email) of the PG&E-designated switching center or electric control center staff. If Agency determines that the ground is within the PG&E-Owned Equipment, then Agency will notify PG&E and PG&E promptly will respond and repair or otherwise correct its equipment.

Article VII

Powerhouse Outage Coordination

7.1. Colgate Powerhouse.

A. For purposes of this subsection, "Planned Outage" means (i) any planned or scheduled period of time during which the Colgate Powerhouse is not available to generate electricity or activities at the Colgate Powerhouse would preclude transmission of electricity through the PG&E-Owned Equipment or transmission lines, and (ii) the period of time during which the PG&E-Owned Equipment or transmission lines are not available to transmit electricity

from the Colgate Powerhouse. A “Planned Outage” includes the testing of a Party’s equipment when such testing could result in an outage of any of the facilities listed in (i) or (ii). The foregoing definition of “Planned Outage” is specific to this Agreement, and is not intended to be applicable to planned outages as the term may be defined by or used in North American Electric Reliability Corporation (NERC) Generating Availability Data System (GADS) or the California Independent System Operator standards or regulations.

B. The Parties will coordinate their Planned Outages of the Colgate Powerhouse and PG&E-Owned Equipment and, when practicable, will schedule Planned Outages by mutual agreement. The Parties will schedule major maintenance and repairs to coincide with scheduled Planned Outages whenever possible. The Parties will endeavor to schedule routine annual maintenance Planned Outages for times when the Colgate Powerhouse is not needed for generation. The Parties will cooperate to schedule and conduct Planned Outages in compliance with their respective regulatory, permit and contract obligations.

C. Each Party will provide notice to the other Party of any outage as soon as practicable.

7.2. Narrows 1 & 2 Powerhouse Outages. Outage coordination between the Parties concerning these powerhouses will be governed by the Narrows 1 and Narrows 2 Coordinated Operations and Revenue Allocation Agreement.

7.3. Transmission Line Outages. During Outages of the PG&E 230 kV transmission lines when the Colgate Powerhouse is otherwise able to generate electricity, PG&E will allow operation of the Colgate Powerhouse to utilize the PG&E 60 kV transmission line to the extent feasible.

7.4. Related Agreements. Notwithstanding anything to the contrary in this Section 7, all outage planning and procedures are subject to Section 14.2(B).

Article VIII

FERC Critical Infrastructure Protection Standards

8.1. CIP Standards. The Parties acknowledge that (a) federal law obligates them to comply with FERC-approved critical infrastructure protection and reliability standards developed by the FERC-designated electric reliability organization (i.e., NERC), as the same may be amended from time to time (the “CIP Standards”), (b) under the CIP Standards, electric facilities are rated as having a high, medium or low impact and the scope of required regulatory compliance varies based on the rating, and (c) at the date of this Agreement, the Agency’s Colgate Powerhouse facilities and equipment are rated as low impact under the CIP Standards and the Narrows 2 Powerhouse facilities and equipment are not rated under the CIP Standards.

8.2. Change in Rating.

A. If, as a result of a change to (i) the PG&E-Owned Equipment, or (ii) the CIP Standards as they relate to the PG&E-Owned Equipment, the Colgate or Narrows 2 Powerhouse facilities and equipment are re-designated to a higher Bulk Electric System impact under the CIP Standards, then PG&E will be responsible for and pay or reimburse any

additional or increased Agency capital or operational costs and expenses that Agency incurs in order to satisfy, implement or comply with the increased regulatory requirements that apply to Agency as a result of such re-designation (including, but not limited to, any changes required to ensure that the electronic security perimeter extends to the “high water mark” of the higher impact rated system), solely to the extent such costs and expenses would not otherwise be incurred by the Agency but for the presence of the subject PG&E-Owned Equipment.

B. If, as a result of a change to (i) the Agency-Owned Equipment, or (ii) the CIP Standards as they relate to the Agency-Owned Equipment, the Colgate or Narrows 2 Powerhouse facilities and equipment are re-designated to a higher Bulk Electric System impact under the CIP Standards, then Agency will be responsible for and pay or reimburse any additional or increased PG&E capital or operational costs and expenses that PG&E incurs in order to satisfy, implement or comply with the increased regulatory requirements that apply to PG&E as a result of such re-designation (including, but not limited to, any changes required to ensure that the electronic security perimeter extends to the “high water mark” of the higher impact rated system), solely to the extent such costs and expenses would not otherwise be incurred by PG&E but for the presence of the subject Agency-Owned Equipment.

C. In the event it cannot easily be determined whether the costs and expenses addressed in Sections 8.2(A) and (B) above would not otherwise be incurred but for the presence of the other Party’s equipment, then the Parties promptly will meet and confer to discuss and negotiate an allocation of such costs and expenses based on proportional responsibility for their causation. If the Parties cannot agree upon a proportional sharing of costs and expenses, then either Party may pursue dispute resolution under Article 13.

D. In the event either Party takes action under this Section 8.2 to maintain compliance with the CIP Standards, each Party will reasonably cooperate with the other Party to identify and implement mutually agreeable lowest cost solutions.

8.3. Separation of Networks. PG&E and Agency shall keep and maintain their computer networks separate, unless and to the extent otherwise approved in writing by an authorized representative of each Party. All networks shall be configured to prevent any shared access port concerns. Shared communication paths shall be secured between PG&E and Agency as appropriate to protect critical information and comply with the CIP Standards.

8.4. Microwave Equipment. The Parties acknowledge they will each operate and manage their communications equipment between the Narrows 2 Powerhouse Site and Oregon Peak Site as well as between Colgate Powerhouse Site and Oregon Peak Site in order to assure data separation and comply with the CIP Standards. The Agency will provide microwave T1 circuits for two paths and will operate, manage and partition the related radios to facilitate data separation. PG&E will own and be responsible for installing and maintaining additional channel banks specific to supporting its data. Channel bank separation by PG&E, provision of two T1’s to PG&E and radio partitioning by the Agency for the Colgate Powerhouse Site to Oregon Peak are to be completed and in service no later than June 1, 2016.

8.5. Remote Terminal Units.

A. PG&E may continue to access and use Agency’s Remote Terminal Units (“RTUs”) at the Colgate and Narrows 2 Powerhouse Sites as necessary to support its power transmission, control and alarm needs after April 30, 2016. This use must cease by December

30, 2016, or earlier if required in order to for Agency to implement or comply with CIP Standards. PG&E must provide and implement its own RTUs or other technology to support data and network separation by December 30, 2016, or earlier if required in order to implement CIP Standards. The PG&E-installed equipment to separate from Agency-Owned RTUs will become PG&E-Owned Equipment.

B. As removal of Narrows 2 Powerhouse control capability by PG&E's Wise Switching Center cannot be reasonably accomplished by 00:01 a.m. May 1, 2016, on May 2, 2016, or as soon as reasonably practicable, but no later than May 6, 2016, PG&E will reprogram the RTU at the Narrows 2 Powerhouse Site in order to eliminate the ability of PG&E to control the Narrows 2 Powerhouse through its Wise Switching Center, or if the reprogramming is not feasible or successful, program the Wise Switching Center computer to disable its ability to control the Narrows 2 Powerhouse.

C. The Parties will coordinate and implement the removal of Colgate Powerhouse alarm and data points and unneeded Narrows 2 Powerhouse alarm and data points from the PG&E Wise Switching Center computer as soon as reasonably practicable after April 30, 2016, but no later than June 1, 2016.

8.6. CIP Standard Compliance. PG&E and Agency shall each separately and wholly maintain compliance with the CIP Standards as the CIP Standards pertain to their respective personnel, activities and owned facilities.

8.7. Reports. Each Party promptly will provide to the other Party any reports issued by NERC or the Western Electricity Coordinating Council (WECC) concerning the Party's equipment or operations at any of the Agency Sites.

8.8. Coordinated Functional Agreements. If either Party requests a Coordinated Functional Registration Agreement (a "CFR") be developed and approved during the term of this Agreement, for the purposes of delineating the Parties' responsibilities for shared equipment under the jurisdiction of NERC, then the other Party will cooperate in the timely preparation, approval and filing of the CFR.

Article IX

Agency Site Access Control

9.1. PG&E Access Rights. PG&E shall have the right to access the PG&E-Owned Equipment on a 24 hours per day, seven days per week, 365 days per year basis, subject to and in accordance with applicable Agency entry and site security standards and procedures. The Agency does not plan to staff the Narrows 2 Powerhouse Site or Oregon Peak Site on a full-time basis; therefore, if PG&E desires access to those sites, it must give reasonable prior notice to Agency and arrange for an Agency escort to provide access. PG&E and its employees, agents, contractors and invitees must adhere to all Agency-approved entry and site security standards and procedures, as the same may be adopted and revised by Agency from time to time. PG&E acknowledges that Agency standards and procedures may include advance notice prior to access, escort by Agency personnel, background security checks for PG&E employees, agents, contractors and invitees, and use of specific personnel protective equipment. Agency reserves the right to deny access to any PG&E personnel not following its procedures or who, in

Agency's sole reasonable judgment, presents a security or safety risk to Agency personnel or property. PG&E agrees that Agency may change its standards and procedures without advance notice to PG&E, provided that Agency will notify PG&E as soon as practical following any such change.

9.2. Compliance with Agency Standards. PG&E shall ensure that all its employees, agents, contractors and invitees receive and understand the Agency standards and procedures prior to commencement of work at either Agency facility. Agency agrees to provide training on changed or new standards and procedures to PG&E personnel upon request. PG&E will provide to Agency and periodically update as needed a list of authorized PG&E personnel who regularly access one or more of the Agency Sites.

9.3. Reevaluation of Agency Standards. Upon request by PG&E, Agency will meet and confer with PG&E in order to reevaluate the Agency entry and site security standards and procedures in an effort to provide for efficient access and procedures (e.g., to incorporate new technology) while retaining appropriate safety and security.

Article X

Agency-Provided Services and Maintenance of Shared Equipment

10.1. Agency- Provided Services. Agency will provide or arrange for the following services to be provided to the areas of the Agency Sites containing PG&E-Owned Equipment: water supply; wastewater collection and disposal; lighting; garbage pickup and disposal service (but not including any hazardous material or waste handling or disposal); air conditioning; and power supply, as further described below, including 208/120 volt alternating current power. Agency shall allow PG&E personnel reasonable use of restroom facilities. At the Colgate Powerhouse Site and Narrows 2 Powerhouse Site, Agency will provide adequate DC power to supply PG&E-Owned Equipment in accordance with applicable Institute of Electrical and Electronics Engineers standards, including adequate standby DC power supply via a flooded lead acid battery. DC power supply will be utilized by PG&E for annunciation, alarming, relay operation, breaker operation and other protection or operational needs. Agency will perform mandated routine testing of the DC battery system. Agency will be compensated for PG&E's share of routine testing and DC battery system life-cycle replacement under Article 11.

10.2. Control Room Facilities. Agency will furnish power receptacles and a battery exhaust fan in connection with PG&E's use of the Control Room Facilities.

10.3. Communications Equipment.

A. Agency will operate and maintain and, when necessary (as determined by Agency), repair and replace the existing microwave-based telecommunications equipment, repeater, data cables and related facilities at the Agency Sites (the "Communications Equipment"). However, PG&E will be responsible for the repair and replacement of its microwave antennae and other communications-related PG&E-Owned Equipment at the Agency Sites. Agency will permit PG&E employees to use the Communications Equipment (on a shared basis with Agency) for PG&E's voice and data communications in connection with its use of the Agency Sites. PG&E's use of the equipment will be in accordance with the

Communications Equipment use and sharing standards, procedures and protocols as may be approved and amended from time to time by Agency.

B. Agency may disconnect or disable the Communications Equipment at any time as deemed appropriate by Agency for operation, maintenance, repair or replacement purposes. Except in emergency or exigent circumstances, Agency will give prior notice to PG&E of any such communications outage.

C. Nothing in this Agreement obligates Agency to install any additional antennae, circuits or channels or other additional or expanded equipment in order to accommodate PG&E's communications-related needs or desires.

10.4. Colgate Seawall. The Parties acknowledge that the Colgate Powerhouse Site and PG&E Parcel are protected by a seawall on the south side of each site between the Parties' structures and equipment and the Yuba River. Agency will be responsible for the maintenance, repair and, if needed, subject to Section 11.2, replacement of the seawall.

10.5. Utility Cable Trench. There is a shared-use utility cable trench across the Colgate Powerhouse Site as shown on the attached Exhibit I. Agency will be responsible for the maintenance, repair and, if needed, replacement of the shared-use utility cable trench. Each Party will be responsible for the maintenance, repair and, if needed, replacement of its cables, wires and conduit in the utility cable trench. The Parties will coordinate prior to the replacement or modification of existing facilities, or installation of any additional facilities, in the utility cable trench and provide a written summary of any changes to the other Party.

10.6. Service Levels. Agency will determine the precise scope and extent of the particular services and maintenance to be provided under this Article 10. Agency will strive to maintain the level of service in effect at April 30, 2016. Agency will operate and maintain and, when necessary, repair and replace the service-related improvements and facilities. Agency shall make good faith efforts to promptly restore service in the event of any breakdown.

10.7. Control Room Backup Power; Backup Generator. The Parties acknowledge that Agency is not responsible for the provision of backup power to the Control Room Facilities. If at PG&E's election, it installs a substation backup generator for backup power to the Control Room Facilities and transfers that generator (without cost) to Agency, then Agency will operate and maintain and, when necessary (as determined by Agency), repair and replace the generator. Prior to installation, the Parties will coordinate on the capacity and location of the generator, as well as negotiate a reasonable adjustment to the annual payment under Section 11.1 of this Agreement to reflect reasonable costs for Agency's obligations with regard to the generator under this Section 10.7. To the extent the generator has capacity beyond that needed to power PG&E-Owned Equipment in the Control Room Facilities, and solely during times and to the extent not otherwise required for the Control Room Facilities and the PG&E Owned Equipment, Agency may use the generator for its own purposes.

Article XI

Cost Sharing and Damage Repair

11.1. Annual Payment. Beginning on or before July 31, 2016, and thereafter on or before each July 31 during the term of this Agreement, PG&E will pay Agency an annual payment as PG&E's fair share payment for (i) Agency costs of the maintenance, repair and services provided by Agency under Articles 9 and 10, and (ii) Agency routine and ordinary costs to maintain and repair the Agency Sites and access roads. Agency shall submit an annual invoice to PG&E. The initial annual payment and payment calculation used for this Agreement (for reference purposes) are shown in the attached Exhibit J.

A. Annual Adjustment. Commencing August 1, 2017 and each August 1 thereafter during the term of this Agreement, the annual payment amount will be adjusted to reflect the change, if any, in the cost of living based on the percent change from the previous year in the Consumer Price Index for All Urban Consumers for the west urban area, as reported by the U.S. Bureau of Labor Statistics (or a comparable index if this index becomes unavailable).

B. Reevaluation of Annual Payment. Every 10 years during the term of this Agreement, the Parties will meet and confer to review, discuss and reevaluate the amount of the annual payment in light of Agency's then-current actual costs to maintain and repair the Agency Sites and access roads and provide the services under Articles 9 and 10. If the Parties agree upon a modified annual payment amount, then the Parties will amend this Agreement to reflect such new payment amount. If the Parties dispute and cannot agree upon an appropriate annual payment adjustment, then either Party may pursue dispute resolution under Article 13 to resolve the issue.

11.2. Major Project Expenses. In addition to the annual payments under Section 11.1, PG&E will pay Agency its pro rata fair share of the costs of any major, non-routine and extraordinary capital improvement, repair or replacement project to the extent that PG&E or a portion of the Agency Sites used by PG&E under this Agreement (a "PG&E-Used Area") benefits from or is served by the project (relative to the extent that Agency benefits from or is served by the project). By way of example only (and not as any limitation), the following types of projects would be considered a major, non-routine and extraordinary capital improvement, repair or replacement project that benefits or serves PG&E or a PG&E-Used Area: replacement of the roof on the Colgate Administration and Maintenance Shop Building; replacement or reconstruction of the seawall protecting the Colgate Powerhouse Site; and replacement or reconstruction of the shared-use utility cable trench at the Colgate Powerhouse Site.

A. If Agency plans any such project and desires PG&E cost share participation, it will notify PG&E in writing about (1) the nature, scope, timing and estimated cost of the project, and (2) how and why PG&E or a PG&E-Used Area will benefit from or be served by the project. Upon receipt of any such notification, the Parties promptly will meet and confer to discuss and negotiate the scope and amount of PG&E's participation in the project. If the Parties agree upon PG&E's fair share amount, then PG&E will pay Agency the agreed-upon amount. If the Parties cannot agree upon PG&E's fair share amount, then either Party may pursue dispute resolution under Article 13.

B. If Agency undertakes any unplanned major, non-routine and extraordinary capital improvement, repair or replacement project (e.g., in response to an emergency or and other exigent circumstance) and if Agency contends that PG&E or a PG&E-Used Area benefits from or is served by the project, then Agency may notify PG&E in writing about (a) the nature, scope and cost of the project, (b) how and why PG&E or a PG&E-Used Area benefits from or is served by the project, and (c) Agency's requested payment of PG&E's fair share amount and how that amount was calculated. Upon receipt of any such notification, PG&E either will promptly pay the amount requested or promptly meet and confer with the Agency to discuss and negotiate the scope and amount of PG&E's participation in the project. If the Parties agree upon PG&E's fair share amount, then PG&E will pay Agency the agreed-upon amount. If the Parties cannot agree upon PG&E's fair share amount, then either Party may pursue dispute resolution under Article 13.

11.3. Damage Repair.

A. PG&E agrees to promptly repair (including replacement if necessary) any damage to Agency property, equipment or improvement (including, but not limited to, the access roads to the sites) resulting from or caused by use of the Agency Sites or PG&E Parcel by PG&E or its employee, agent, contractor or invitee; however, Agency reserves the option by giving prompt written notice to PG&E that Agency will repair or replace the damaged property, equipment or improvement itself and charge PG&E for the actual and reasonable cost and expense of the repair or replacement. If PG&E fails to promptly make any repair or replacement (or fails to make arrangements with Agency for it to undertake the repair or replacement at PG&E's cost), then Agency, upon at least 20 days prior written notice and demand to PG&E, may cause the damaged property to be repaired or replaced. In this event, PG&E will pay to Agency the actual and reasonable cost and expense of the repair or replacement that Agency performs on PG&E's behalf. Agency will submit an itemized invoice to PG&E accompanied by bills or other supporting documentation for the repair or replacement costs.

B. Agency agrees to promptly repair (including replacement if necessary) any damage to PG&E property, equipment or improvement resulting from or caused by Agency or its employee, agent, contractor or invitee at the Agency Sites or PG&E Parcel; however, PG&E reserves the option by giving prompt written notice to Agency that PG&E will repair or replace the damaged property, equipment or improvement itself and charge Agency for the actual and reasonable cost and expense of the repair or replacement. If Agency fails to promptly make any repair or replacement (or fails to make arrangements with PG&E for it to undertake the repair or replacement at Agency's cost), then PG&E, upon at least 20 days prior written notice and demand to Agency, may cause the damaged property to be repaired or replaced. In this event, Agency will pay to PG&E the actual and reasonable cost and expense of the repair or replacement that PG&E performs on Agency's behalf. PG&E will submit an itemized invoice to Agency accompanied by bills or other supporting documentation for the repair or replacement costs.

11.4. Sharing Labor or Equipment.

A. If, upon request by PG&E, Agency provides labor or equipment to assist PG&E or support or service any PG&E-Owned Equipment, then PG&E will reimburse Agency for the labor and equipment costs incurred by Agency. Agency may submit an invoice to PG&E on a quarterly basis for reimbursement of any such costs.

B. If, upon request by Agency, PG&E provides labor or equipment to assist Agency or support or service any Agency-Owned Equipment, then Agency will reimburse PG&E for the labor and equipment costs incurred by PG&E. PG&E may submit an invoice to Agency on a quarterly basis for reimbursement of any such costs.

11.5. Invoices. Each Party agrees to pay undisputed amounts in invoices submitted under this Article 11 within 30 days from the date of receipt of the invoice, unless, within thirty (30) days of receipt of an invoice, the receiving Party makes and transmits to the invoicing Party specific exception disputing all or a portion of the invoice. If PG&E disputes a portion of an invoice, and to the extent the invoice requires PG&E to pay certain amounts to Agency, PG&E shall nevertheless pay any undisputed portion of that invoice within the time specified. If Agency disputes a portion of an invoice, and to the extent the invoice requires Agency to pay certain amounts to PG&E, Agency shall nevertheless pay any undisputed portion of that invoice within the time specified. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Interest Rate, such interest to be calculated from and including the due date to, but excluding, the date the delinquent amount is paid in full. "Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15 (519) or its successor publication.

Article XII

Indemnification and Liability

12.1. PG&E Indemnity and Release.

A. PG&E will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless Agency and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) PG&E's entry upon or use of the Agency Sites; (b) PG&E's operation, maintenance, repair or replacement of the PG&E-Owned Equipment; (c) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by some act or omission of PG&E or a PG&E employee, agent, contractor or invitee; or (d) PG&E's failure to perform or otherwise comply with any provision of this Agreement.

B. PG&E waives, releases, discharges and promises not to sue Agency, or its officers, employees and agents, from and for any and all claim, liability, loss, damage, expense, fine, penalty, or cost arising out of or in connection with (a) damage to or destruction of any PG&E-Owned Equipment or other PG&E equipment or personal property used in connection with the Agency Sites, (b) any injury to or death of any PG&E employee while on the Colgate or Narrows 2 Powerhouse Site access road, (c) service or assistance provided by Agency under this Agreement (including any work or service provided by Agency under Section 4.5, 6, 11.4 or 14.14) or the alleged failure to provide adequate or satisfactory service or assistance, or (d) PG&E's use of or inability to use the Communications Equipment.

C. However, the foregoing indemnity, waiver and release will not apply to the extent that any loss or damage was caused by the gross negligence or willful misconduct of Agency.

12.2. Agency Indemnity and Release.

A. Agency will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless PG&E and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) Agency's operation, maintenance, repair or replacement of the Agency-Owned Equipment; (b) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by some act or omission of Agency or an Agency employee, agent, contractor or invitee; or (c) Agency's failure to perform or otherwise comply with any provision of this Agreement.

B. Agency waives, releases, discharges and promises not to sue PG&E, or its officers, employees and agents, from and for any and all claim, liability, loss, damage, expense, fine, penalty, or cost arising out of or in connection with (a) damage to or destruction of any Agency equipment or personal property used on the PG&E Parcel, (b) any injury to or death of any Agency employee while on the PG&E Parcel, or (c) service or assistance provided by PG&E under this Agreement (including any work or service provided by PG&E under Section 4.5, 11.4 or 14.14) or the alleged failure to provide adequate or satisfactory service or assistance.

C. However, the foregoing indemnity, waiver and release will not apply to the extent that any loss or damage was caused by the gross negligence or willful misconduct of PG&E.

12.3. No Consequential Damages. In the event of a claim by one Party against the other Party arising out of or in connection with the performance or non-performance of the Party's obligations under this Agreement, whether such claim is based on contract, tort, negligence, warranty or other legal theory, the Party will not be liable to the claimant-Party or obligated in any manner to pay to the claimant-Party any special, incidental, consequential, punitive, exemplary and/or indirect damages, lost profits and/or other business interruption damages. This waiver of damages applies only to disputes and claims as between the Parties, and it does not apply to or limit the scope of a Party's indemnity obligation under this Article 12 in the event a third party seeks special, incidental, consequential or punitive damages.

12.4. Subrogation. Upon making any indemnity payment, the Party making the payment shall, to the extent of such indemnity payment, be subrogated to all rights of the other Party against any third party in respect of the matter to which the indemnity payment relates, provided that (i) the Party making the payment is in compliance with its obligations under this Agreement in respect of such matter, and (2) until the Party receiving the payment recovers full payment for its indemnified loss, any and all such subrogated claims are hereby made expressly subordinated and subjected in right of payment to the rights of the Party receiving the payment against such third party.

Article XIII

Dispute Resolution

13.1. Intent of the Parties. Except as provided in Section 14.11, the sole procedures to resolve any dispute arising out of or relating to this Agreement are the dispute resolution procedures set forth in this Article 13.

13.2. Management Negotiations.

A. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement by prompt negotiations between the representatives of the Parties that the Parties have been appointed for this purpose (each such representative is referred to as a "Manager"). Each Party will appoint its Manager by written notice to the other Party within 15 days after the Effective Date, and each Party may change its Manager any time thereafter by written notice to the other Party. Either Manager may request a meeting, which will be held in person or telephonically, to initiate discussions within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place, and such meeting may include Executives. If the Managers do not resolve the matter within fifteen (15) Business Days after their first meeting (the "Initial Negotiation End Date"), then the Managers will refer the matter to the designated senior officials of their respective organizations (the "Executives"), who will have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date (the "Referral Date"), each Party will provide the other Party written notice confirming the referral and identifying the name and title of the Executive who will represent the Party. The Parties intend that the Manager and the Executive be two different people, however, the Parties agree that Agency may appoint its General Manager to be its Manager, and then to be its Executive, under this Subsection.

B. Within five (5) Business Days after the Referral Date, the Executives will establish a mutually acceptable location and date to meet, which date will not be more than thirty (30) days after the Referral Date. After the initial meeting date, the Executives will meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

C. All communication and writings exchanged between the Parties in connection with these negotiations will be deemed confidential and subject to the confidentiality provisions of this Agreement. All such communication and writings will be subject to the legal limitations on admissibility of settlement documents.

D. If the matter is not resolved within forty-five (45) days after the Referral Date, or if the Party receiving the written request to meet, pursuant to Section 13.2(A), refuses or does not meet within the ten (10) Business Day period specified in Section 13.2(A), either Party may request mediation of the dispute under Section 13.3.

13.3. Mediation. If the dispute is not resolved by the negotiation process described in Section 13.2, then either Party may request mediation. A request for mediation must be either accepted or rejected in writing by the other Party within ten (10) days of its receipt of the request. If no response is provided within such ten (10) day period, the request will be deemed to be rejected. If mediation is agreed to by both Parties, then, unless the Parties agree on other procedures to govern the mediation, the mediation will be conducted by an individual selected by the Parties who has experience in mediation and expertise in the field of the dispute, and the location of the mediation sessions will alternate between the business offices of the two Parties unless otherwise agreed among the Parties. The mediator will not have the authority to require, and neither Party may be compelled to engage in, any form of discovery in connection with the mediation. Each Party will pay half of the costs of the mediator and the administrative fees of the mediation proceeding, and each Party will bear its own costs, expenses and attorney fees for the mediation proceeding. If within sixty (60) days after the date on which the Parties agreed

to mediate, or with such longer period to which the Parties mutually agree, the mediation does not result in resolution of the dispute, then either Party may pursue the judicial remedies described in Sections 13.4 and 13.5.

13.4. Judicial Reference. If any dispute arising under this Agreement is not resolved under Section 13.2 or Section 13.3, then either Party may file an action for judicial resolution of the dispute in the Sacramento County Superior Court. Except as provided in Section 13.5, the Parties agree that, as authorized by California Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each Party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action, except that either Party may pursue its remedies under Section 13.5 and both Parties will have rights to appeal the final judgment entered pursuant to Code of Civil Procedure section 644, subdivision (a).

A. The Party initiating the Superior Court action will, at the same time it files its complaint in the action, also file a written motion for appointment of a single referee.

B. Appointment of a referee (the “Referee”) by the court will be governed by Code of Civil Procedure section 640, and subject to objection by either Party as provided by Code of Civil Procedure section 641. No active or retired judge of the Yuba County Superior Court or the San Francisco County Superior Court will be qualified to be a referee in any action concerning this Agreement.

C. The Referee will have the discretion to order depositions of witnesses to the extent the Referee deems such discovery relevant and appropriate. Depositions will be limited to a maximum of three (3) per Party unless otherwise permitted by the Referee for good cause shown, and will be held within thirty (30) days of the making of a request. Each deposition will be limited to a maximum of six (6) hours duration unless the Referee, for good cause shown, authorizes longer or additional depositions. All objections made during these depositions will be reserved for the Referee’s final decision. The Referee also will have discretion to order the Parties to exchange relevant documents.

D. The Referee’s statement of decision will be in writing (stating the decision of the Referee and the reasons therefor) and will be filed for entry of judgment by the court under Code of Civil Procedure section 644, subdivision (a).

E. The Referee will make his or her statement of decision within nine (9) months of the date of the filing of the motion to appoint the Referee, and the Referee will agree to comply with this schedule before accepting appointment.

F. Each Party will pay half of the costs of the Referee and the administrative fees of the reference proceeding, and each Party will bear its own costs, expenses and attorney fees for the reference proceeding. The Referee will be authorized in his or her discretion to grant pre-award and post-award interest.

G. The Referee will have the authority to grant a dispositive motion before or after the commencement of discovery, if the Referee concludes that there is no material issue of fact and that the moving party is entitled to judgment as a matter of law. The Referee will have the authority, in his or her discretion, to set a briefing and hearing schedule for any such motion.

13.5. Provisional Remedies. Notwithstanding Sections 13.1 through 13.4, either Party may file and pursue an action in the Sacramento County Superior Court, and, in that action, file a request to the court to issue a temporary restraining order, preliminary injunction or similar provisional remedy that is appropriate under this Agreement and applicable law. If such an action is filed and any request for provisional remedy is made, then the court will have the authority to hear and decide all aspects of any request for a provisional remedy and any request to amend a provisional remedy ordered by the court, and Section 13.4 will apply to all other matters in the action.

Article XIV

General Provisions

14.1. Successors and Assigns. Neither Party may assign or transfer any of its rights, duties, obligations or other interests in this Agreement without the other Party's prior written consent. Any assignment or transfer in violation of this provision is null and void.

14.2. Entire Agreement.

A. The Parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

B. This Agreement supplements the PG&E Easement Agreement, YCWA Easement Agreement, the Army Easement, the Telecommunication Lease, and Large Generator Interconnection Agreements among the Parties and the California Independent System Operator Corporation, and the Parties will comply with all agreements. If there is any irreconcilable conflict between this Agreement and the PG&E or YCWA Easement Agreement, the Easement Agreement will govern. If there is any irreconcilable conflict between this Agreement and the Large Generator Interconnection Agreements, the Large Generator Interconnection Agreements will govern. If there is any irreconcilable conflict between this Agreement and the Army Easement or Telecommunications Lease, respectively, the Army Easement or Telecommunications Lease, respectively, will govern.

14.3. Construction and Interpretation. The Parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in construing or interpreting this Agreement.

14.4. Notice and Cure. In the event a Party intends to terminate this Agreement due to a breach of a material term of this Agreement by the other Party, the non-breaching Party must first provide written notice to the other Party of such breach, and the other Party will have thirty (30) days from receipt of notice to cure or dispute such breach as provided in Article 13, or, in the event of a breach that would reasonably require more than thirty (30) days to cure, the other Party will have commenced such cure or dispute within such thirty (30) day period, and completed such cure with due diligence and no later than within one hundred eighty (180) days of the original notice. If the Party receiving the notice fails to cure the breach within the

applicable time period, then the other Party may proceed to terminate the Agreement under Article 2. However, if the Party receiving the notice timely disputes the breach under this section and Article 13, then the other Party may not proceed to terminate the Agreement under Article 2 until after the Parties have exhausted the dispute resolution process through the mediation step under Section 13.3. If, following mediation and Agreement termination, a Party objects to or disputes the right to terminate the Agreement, then the Party may pursue its judicial remedies under Section 13.4.

14.5. Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

14.6. Amendment. This Agreement may be modified or amended only by a later writing approved and signed by both Parties. Amendment by Agency requires the approval of its Board of Directors at a noticed public meeting.

14.7. Force Majeure. Neither Party hereto will be liable in damages for failure to perform any of its obligations under this Agreement to the extent such Party has exercised Reasonable Efforts to prevent and cure such failure and to the extent such failure results from any cause or condition which is beyond its reasonable control and not caused by its negligence or willful misconduct, including any such cause or condition which is an unavoidable accident, terrorist act, act of God, fire, riot or war, or by any stoppage of or impairment in the flow of water except to the extent such stoppage or impairment results from a breach by such Party of its obligations under this Agreement (each, a "Force Majeure"). The Party seeking to be excused from performance of this Agreement as a result of a Force Majeure will give the other Party written notice of the Force Majeure event as soon as reasonably practicable but in all cases within fourteen (14) days of obtaining knowledge of such event. Such notice will include detail sufficient to provide the other Party a reasonable understanding of the nature and extent of the Force Majeure to the extent such detail is available. Failure to provide notice within fourteen (14) days constitutes a waiver of a claim of Force Majeure with respect to losses and obligations which accrue before the time notice is actually given. This Section 14.7 will not excuse a failure to perform caused by (i) breakage or malfunction of equipment or facilities (except to the extent that such failure was caused by an event that would otherwise be excused under the first sentence of this Section 14.7), (ii) a strike, work stoppage or labor dispute limited only to the Party seeking the excuse or any third party employed by it, (iii) lack of funds or change in economic circumstance, or (iv) shortage or unavailability of labor. For the purposes of this Section 14.7, "Reasonable Efforts" means the efforts that are reasonable to undertake on a reasonable time frame, with due consideration of the totality of the business relationship of the Parties, the financial and technical resources available, the business expertise and historical practices of the Parties, and industry practice in comparable situations.

14.8. Severability and Unenforceability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, by any arbitrator, court and/or as a result of legislative actions, this holding and/or action shall be strictly construed and the remaining parts of this Agreement will continue in full force and effect and be fully binding, provided that each Party still receives the benefits of this Agreement. To the extent permitted by law, the Parties waive any provision of law that renders any provision of this Agreement prohibited and/or unenforceable in any respect, provided that such waiver extends only to the extent necessary to cure the unenforceability of the prohibited or unenforceable provision.

14.9. No Joint Venture. This Agreement does not create, is not intended to create, and should not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability as between the Parties.

14.10. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights and/or remedies under and/or by reason of this Agreement on any person and/or entity other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve and/or discharge the obligation and/or liability of any third party to any Party, nor give any third party any right of subrogation and/or action against any Party.

14.11. Governing Law. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California applicable to contracts made and performed in this State without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law.

14.12. Consent to Jurisdiction. Subject to the following sentence, each Party consents to the exclusive jurisdiction and venue of the Sacramento County Superior Court for any judicial action subject to Article 13. For any action for which there is federal-court jurisdiction, each Party consents to the jurisdiction of the United States District Court for the Eastern District of California, and Sections 13.4 and 13.5 will not apply to such action. Each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of these courts and waives any defense of forum non conveniens.

14.13. Confidentiality.

A. Neither Party shall disclose to other persons or entities information provided to it by the other Party with respect to the subject matter of this Agreement and identified by the other Party in writing as confidential at the time of disclosure. Neither Party shall be required to maintain the confidentiality of any information which is available to it independently of its disclosure by the other Party.

B. If a Party is required to disclose confidential information in order to satisfy an obligation pursuant to applicable statute, regulation, rule or valid order of any competent governmental authority ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts: (i) to notify the other Party prior to disclosing the confidential information and (ii) prevent or limit such disclosure and insure that confidential information is only disclosed publicly to the extent required by law. After using such reasonable efforts, the disclosing Party shall not be prohibited from complying with a Disclosure Order or liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. PG&E acknowledges that Agency, as a public entity, is subject to the California Public Records Act ("CPRA"). In addition to the foregoing, Agency shall provide timely written notice to PG&E of any request for disclosure under the CPRA of any documents related to the performance of this Agreement. If PG&E requests that Agency deny any such CPRA request, PG&E shall indemnify, defend and pay all defense costs and hold the Agency harmless for any and all loss incurred by Agency because of its denial of the CPRA request.

C. Notwithstanding the provisions in Subsection (B) above, the Parties are permitted to disclose information related to the negotiation of this Agreement as follows: (i) to PG&E's Procurement Review Group, as defined in California Public Utilities Commission ("CPUC") Decision (D) 02-08-071, subject to a confidentiality agreement, (ii) to the CPUC (including CPUC staff) under seal for purposes of review (if such seal is applicable to the nature of the confidential information), (iii) to any Independent Evaluator, as defined and specified in the PG&E RPS Solicitation Protocol dated May 11, 2011 ("Protocol"), and (iv) to FERC (including FERC staff) in a redacted form agreed to by the Parties.

D. This Section 14.13 shall apply to disclosures of information by one Party to the other prior to the Effective Date as if it had been effective on the date of the disclosure and as if the disclosing Party had identified the information as confidential at the time of disclosure.

14.14. Further Assurances and Cooperation.

A. The Parties acknowledge that it will be in each of their best interests to closely cooperate and coordinate in the ongoing shared use of the Agency Sites and PG&E Parcel under this Agreement. Each Party will use reasonable and good faith efforts to assist, support and cooperate and coordinate with the other Party in furtherance of their shared objectives under this Agreement. The Parties agree that Agency will not have any obligation to assist PG&E with any work within the PG&E 60kV switchyard or on related 60kV PG&E Owned-Equipment. The Parties also will execute, acknowledge and deliver such additional documents, instruments and/or assurances and take such other actions as will be necessary and/or reasonable to implement their obligations under this Agreement.

B. Additionally, with the expiration of the Power Purchase Contract and transition of Colgate and Narrows 2 Powerhouse responsibilities to Agency, PG&E agrees to cooperate in good faith and work with Agency staff in support and implementation of the orderly transition and transfer of the operations and administration from PG&E to the Agency, including the transfer of documents and records relating to Colgate or Narrows 2 operations, administration or improvements, and answering transition-related questions.

C. Unless otherwise explicitly stated herein, all instances of consent by a Party under this Agreement will not be unreasonably withheld, conditioned or delayed.

14.15. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, or (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

| | |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency: General Manager Yuba County Water Agency 1220 F Street Marysville, CA 95901 | PG&E: Sr. Director, Power Generation Pacific Gas and Electric Company 245 Market Street P.O. Box 770000 San Francisco, CA 94177 |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, or (c) on the date of delivery as shown on the overnight courier service receipt. Any Party may change its contact information by notifying the other Party(ies) of the change in the manner provided above.

14.16. Exhibits. The Exhibits to this Agreement are integral parts of this Agreement to the same extent as if they were set forth in the main body of this Agreement.

14.17. Captions. The captions of the various Articles, Sections and Exhibits of this Agreement have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Agreement.

14.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

14.19. Authority to Execute Agreement. Each person executing this Agreement represents that he or she has the authority to execute it on behalf of the Party for whom he or she is executing it.

YUBA COUNTY WATER AGENCY

PACIFIC GAS & ELECTRIC CO.

Dated: 4-26-16

Dated: 4-26-16

By: _____

Curt Aikens

Curt Aikens
General Manager

By: _____

Debbie Powell

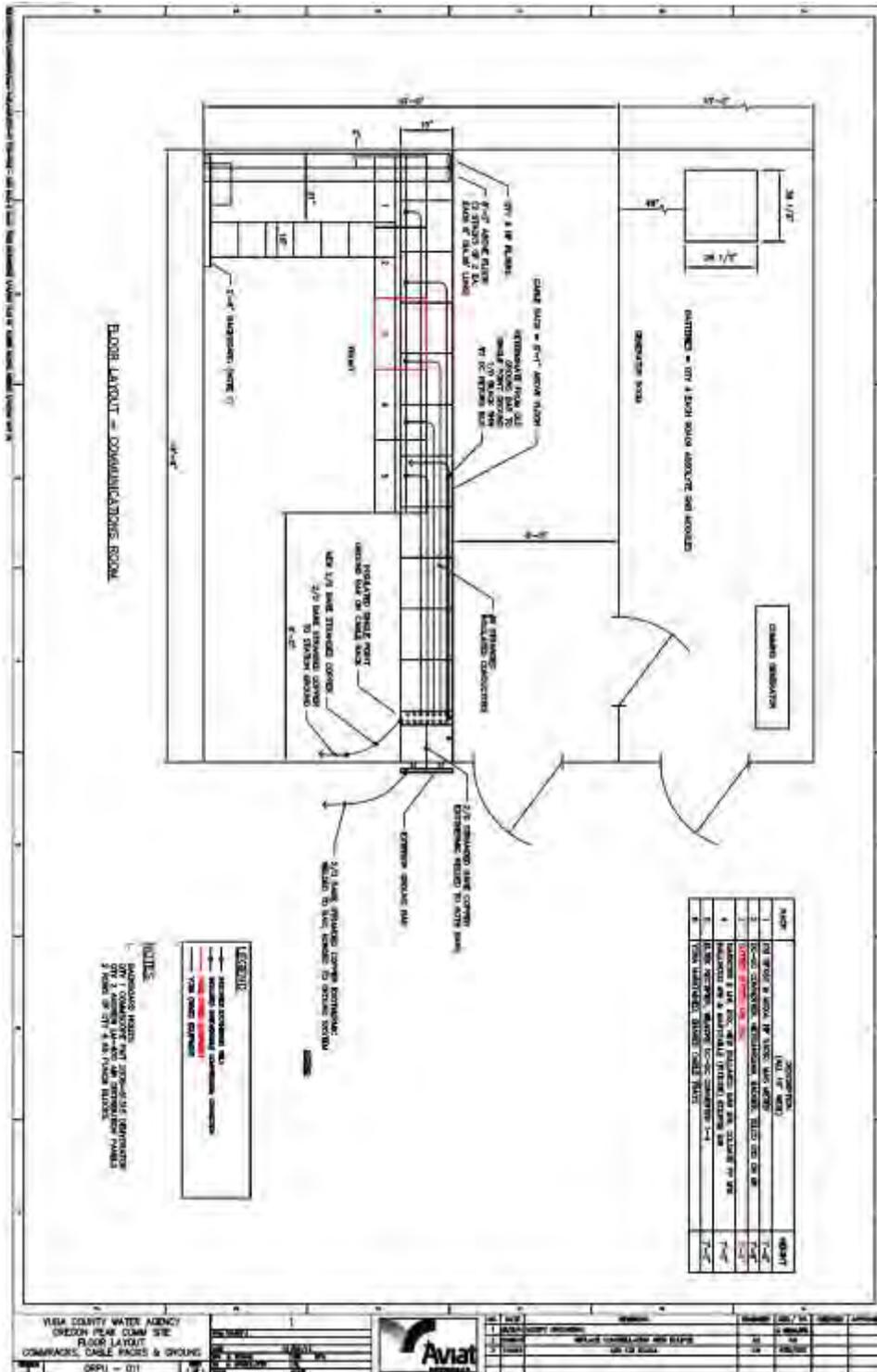
Debbie Powell
Sr. Director, Power Generation

Exhibit A
Description of Colgate Powerhouse Site

The parcel of land described as Parcel One in the deed from Pacific Gas and Electric Company to Yuba County Water Agency dated September 4, 1968, and recorded on October 1, 1968 in Book 473 at page 352, Official Records of Yuba County.

Exhibit C Depiction of PG&E Equipment at Oregon Peak Site

Part 1 - Oregon Peak Communications Room



Ex. C, Part 2 - PG&E-owned microwave antennae at Oregon Peak Site (nos. 4 and 7 as shown below)



1. YCWA Narrows 2

2. YCWA Colgate PH

3. YCWA YCSO

4. PG&E Sutter Buttes

5. YCWA Bullards Bar

6. YCWA Hallwood

7. PG&E Sutter Buttes

Exhibit E
Description of PG&E-Owned Equipment

| Facility | Location | Description | Purpose |
|----------------------|------------------|--------------------------------------------------------------------|------------------|
| Colgate Control Room | Panel 7C | 230kV HVCB 222 Ammeter | Indication |
| Colgate Control Room | Panel 7C | Colgate – Rio Oso Ammeter | Indication |
| Colgate Control Room | Panel 7C | Palermo – Colgate Ammeter | Indication |
| Colgate Control Room | Panel 7C | 230kV HVCB 212 Ammeter | Indication |
| Colgate Control Room | Panel 7C | Colgate – Rio Oso Watt/VAR/Volt Meter | Indication |
| Colgate Control Room | Panel 7C | Palermo – Colgate Watt/VAR/Volt Meter | Indication |
| Colgate Control Room | Panel 8C | SW 272 Multifunction | Indication |
| Colgate Control Room | Panel 8C | SW 272 Watt/VAR | Indication |
| Colgate Control Room | Panel 8C | SW 262 Watt/VAR | Indication |
| Colgate Control Room | Panel 8C | SW 262 Multifunction | Indication |
| Colgate Control Room | Panel 8C | SW 262 and SW 272 Control Switches and all related control devices | Control |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 212 Watt/VAR Transducer | Indication |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 222 Watt/VAR Transducer | Indication |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 212 Voltage Transducer | Indication |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 222 Voltage Transducer | Indication |
| Colgate Control Room | Annunciator #6 | Annunciator and all inputs. | Annunciation |
| Colgate Control Room | Panel 9C | Transformer Bank 3 60kV Amps meter | Indication |
| Colgate Control Room | Panel 9C | Transformer Bank 3 60kV Watt/VAR meter | Indication |
| Colgate Control Room | Panel 9C | Voltmeter | Indication |
| Colgate Control Room | Panel 9C | Frequency 13.8kV – 230kV | Indication |
| Colgate Control Room | Back of Panel 9C | 230kV HYCB 262 Watt/VAR Transducer | Indication |
| Colgate Control Room | Back of Panel 9C | 230kV HYCB 272 Watt/VAR Transducer | Indication |
| Colgate Control Room | Annunciator #6 | Annunciator and all inputs | Annunciation |
| Colgate Control Room | Panel 9C | SW 82 Control Switch and all related control devices | Control |
| Colgate Control Room | Panel 10R | Set B Transformer Bank 3 Diff & OC Tripping Relay. Device 94TB-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Lockout Relay. Device 86T-T3 | Protective relay |

| Facility | Location | Description | Purpose |
|----------------------|-----------------|---------------------------------------------------------------------------|------------------|
| Colgate Control Room | Panel 10R | Set A Transformer Bank 3 Diff & OC Tripping Relay. Device 94TA-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Set A Transformer Bank 3 Diff & OC Tripping Relay. Device 94TAA-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 230kV Side Phase OC Relay. Device 211T-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Set A Transformer Bank 3 Differential Relay. Device 11TA-T3. | Protective relay |
| Colgate Control Room | Panel 10R | Set B Transformer Bank 3 Differential Relay Device 11TB-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Overcurrent Relay. Device 11TT-T3 | Protective relay |
| Colgate Control Room | Panel 10R | 60kV SPS Input Output Module. Device 211LSPS | Communication |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Fault Pressure Auxiliary Target Relay. Device 63TYX-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Fault Pressure Auxiliary Relay. Device 63TX-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Fault Pressure Target Relay. Device 63TY-T3 | Protective relay |
| Colgate Control Room | Panel 10R | All test switches related to PG&E equipment on Panel 10R. | Testing |
| Colgate Control Room | Panel 9R | 230kV HVCB 212 Auxiliary Relay. Device 252XXX-1 | Protective relay |
| Colgate Control Room | Panel 9R | 230kV HVCB 262 Auxiliary Relay. Device 252XXX-3 | Protective relay |
| Colgate Control Room | Panel 9R | 230kV HVCB 222 Auxiliary Relay. Device 252XXX-2 | Protective relay |
| Colgate Control Room | Panel 9R | 230kV HVCB 272 Auxiliary Relay. Device 252XXX-4 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-1 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-3 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-2 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-4 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-1. Breaker 212. | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-3. Breaker 262. | Protective relay |

| Facility | Location | Description | Purpose |
|----------------------|-----------------|------------------------------------------------------------------|------------------|
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-2. Breaker 222. | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-4. Breaker 272. | Protective relay |
| Colgate Control Room | Panel 9R | Device 252XXX-1. | Protective Relay |
| Colgate Control Room | Panel 9R | Device 252XXX-2. | Protective Relay |
| Colgate Control Room | Panel 9R | All test switches related to PG&E equipment on Panel 9R. | Testing |
| Colgate Control Room | Panel 8R | OCB SW 262 Reclosure Relay. Device 279-3. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 262 Synchronism Check Relay. Device 225-3. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Reclosure Relay. Device 279-4. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Synchronism Check Relay. Device 225-4. | Protective Relay |
| Colgate Control Room | Panel 8R | Palermo 230kV Line Undervoltage Relay. Device 227I-3. | Protective Relay |
| Colgate Control Room | Panel 8R | Rio Oso 230kV Line Undervoltage Relay. Device 227I-4. | Protective Relay |
| Colgate Control Room | Panel 8R | Rio Oso 230kV Line. Device 227T-2. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 262 Reclosure Auxiliary Relay. Device 279Z-3. | Protective Relay |
| Colgate Control Room | Panel 8R | 60kV Transformer Undervoltage Relay. Device 27T-3. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Reclosure Auxiliary Relay. Device 279Z-4. | Protective Relay |
| Colgate Control Room | Panel 8R | 60kV Transformer Undervoltage Relay. Device 27T-4. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 262 Auxiliary Relay. Device 252X-3. | Protective Relay |
| Colgate Control Room | Panel 8R | Palermo 230kV Line Time Undervoltage Relay. Device 227T-1. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Auxiliary Relay. Device 252X-4. | Protective Relay |
| Colgate Control Room | Panel 8R | Palermo 230kV Line Undervoltage Auxiliary Relay. Device 227TX-1. | Protective Relay |
| Colgate Control Room | Panel 8R | Rio Oso 230kV Line Undervoltage Auxiliary Relay. Device 227TX-2. | Protective Relay |
| Colgate Control Room | Panel 8R | Spare Relay - Alston | Protective Relay |
| Colgate Control Room | Panel 8R | Spare Relay - Westinghouse | Protective Relay |
| Colgate Control Room | Panel 8R | Spare Relay - GE | Protective Relay |
| Colgate Control Room | Panel 8R | All test switches related to PG&E equipment on Panel 8R | Testing |

| Facility | Location | Description | Purpose |
|----------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Colgate Control Room | Panel 7R | Set A 230kV Line Distance & Overcurrent Relay. Device 221/267NA-1. | Protective Relay |
| Colgate Control Room | Panel 7R | Set B 230kV Line Distance & Overcurrent Relay. Device 221/267NB-1. | Protective Relay |
| Colgate Control Room | Panel 7R | Set A 230kV Line Distance & Overcurrent Relay. Device 221/267NA-2. | Protective Relay |
| Colgate Control Room | Panel 7R | Set B 230kV Line Distance & Overcurrent Relay. Device 221/267NB-2. | Protective Relay |
| Colgate Control Room | Panel 7R | Communications Processor SEL-2020. Device No. 95 | Communication |
| Colgate Control Room | Panel 7R | All control, test and cutout switches related to PG&E equipment on Panel 7R. | Testing |
| Colgate Control Room | Carrier Panel | Power Line Carrier Transmitter and Receiver. Device 285-1. Colgate/Palermo 230kV Line. | Communication |
| Colgate Control Room | Carrier Panel | Power Line Carrier Transmitter and Receiver. Device 285-2. Colgate/Rio Oso 320kV Line. | Communication |
| Colgate Com Room | Rack 7 | Channel Banks (PG&E Telecom to add specifics once channels are separated from YCWA) | Communication |
| Colgate Switch Yard | Line side of Switch 213 | All structures, bus work, supports, conductors, insulators, lattice tower, and other equipment related to the 230kV system. | Transmission |
| Colgate Switch Yard | Cable Trench | All PG&E control, indication, and power conductors. Any additional PG&E equipment currently in use. | Control, indication, power and/or other uses unknown. |
| Colgate Switch Yard | Between Switches 213 and 223 | CB 262 and 272 and associated disconnect switches. Also including all structures, bus work, supports, conductors, insulators, lattice tower, and other equipment related to the 230kV system. | Transmission |
| Colgate Switch Yard | Line side of Switch 223 | All structures, bus work, supports, conductors, insulators, lattice tower, and other equipment related to the 230kV system. | Transmission |

| Facility | Location | Description | Purpose |
|-------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Colgate Switch Yard | Originating between CB262 and 272. | Transformer Bank 3 and all structures, bus work, supports, conductors, insulators and other equipment related to the 230kV and 60kV system. | Transmission |
| Narrows #2 Switch Yard | At base of Microwave repeater | SCADA Communication Equipment. Smartville Sub. Narrows Sub. | Communication |
| Narrows #2 Switch Yard | PH wall below 60kV T-line | Ground Cable between Narrows 1 and Narrows 2 | Grounding |
| Narrows #2 Control Room | Com Equipment Area | Copper Communication Wire from Narrows 1. Including termination block. | Communication |
| Narrows #2 Control Room | Com Equipment Area | Channel Banks (PG&E Telecom to add specifics once channels are separated from YCWA) | Communication |
| Narrows #2 Control Room | Com Equipment Area | Schneider Electric. Master Radio Network. | Communication |
| Narrows #2 Control Room | Com Equipment Area | Positron #1 | Communication |
| Narrows #2 Control Room | Com Equipment Area | Positron #2 | Communication |
| Narrows #2 Control Room | Com Equipment Area | Colgate to N2 Transfer Trip Receiver (RFL-6745) | Communication |
| Oregon Peak | Com room | Transmission SCADA equipment | Communication |
| Oregon Peak | Com room | Constellation 8T Radio. Oregon Peak to Sutter Buttes. | Communication |
| Oregon Peak | Com room | Net Guardian | Communication |
| Oregon Peak | Battery/Gen Room | Remote Alarm Monitoring | Communication |

| PG&E Communication Circuits | | |
|----------------------------------------|-----------------|-------------------------------------------------------------------------------------------------|
| Circuit # | Function | Description |
| 204453 | C-DNX | Colgate PH - Sutter Butte RS, (YCWA) Channel Bank to DNX 2.3.7 |
| 103923 | SDHT | Colgate PH - Table Mt. Hydro SCADA (PGE 60KV EMS) |
| 103924 | SDHT | Narrows PH #1 - Table Mt. Hydro SCADA |
| R04C106 | EMS | Narrows PH #1 - Table Mtn Sub (ODN EMS SFGO), EMS Node #04 RTU R106 |
| 206081 | STET | Narrows #2 PH (YCWA) - Table Mt Sub, Transmission SCADA |
| 206083 | STET | Oregon Pk (YCWA) - Table Mt. Sub, Transmission SCADA |
| 207118 | SDH | Colgate PH - Wise PH, Hydro SCADA |
| 207118-A | SDH | Narrows #2 - Colgate PH - Wise PH, Hydro SCADA |
| 207118-C | SDH | Narrows #1 PH - Colgate - Wise PH, SCADA |
| 209482 | WAN | CsrOrgpkIMv S0/0/0 - CsrSutMv S0/3/1;Oregon Peak RS (YCWA) - Sutter Butte. WAN, BW = 1.53 Mb |

Exhibit F
Depiction of PG&E-Owned Equipment

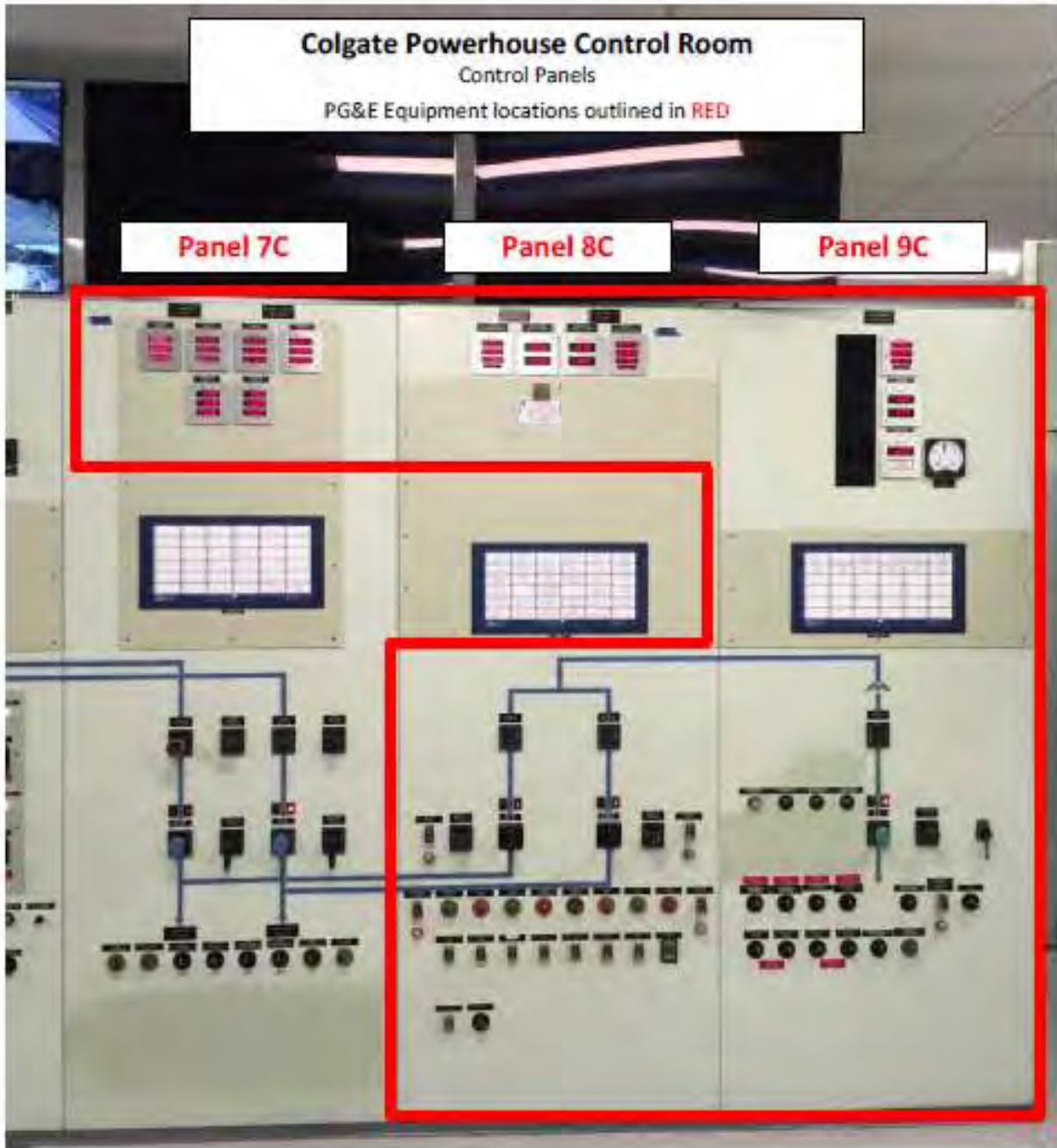


Exhibit F

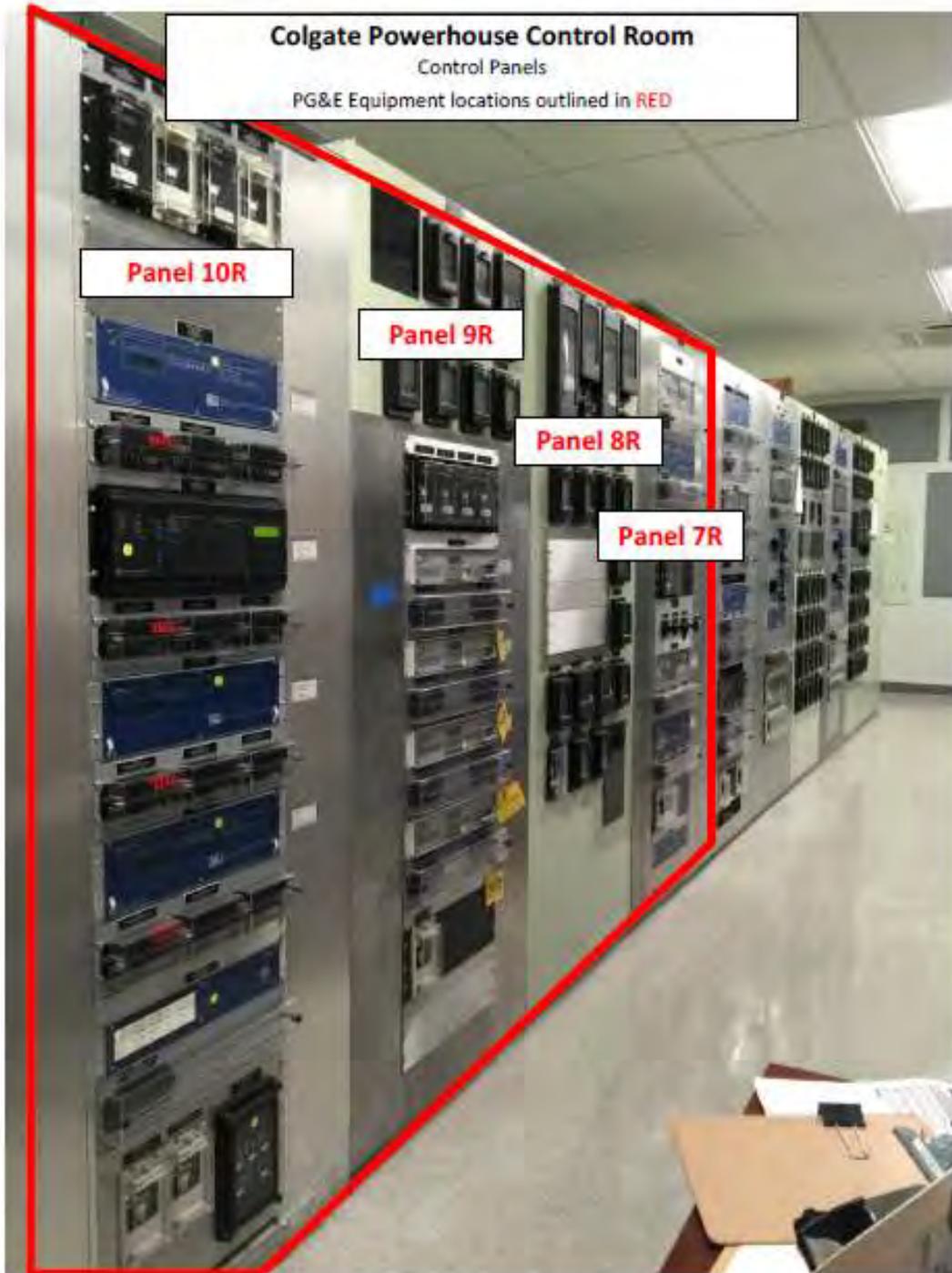


Exhibit F

Colgate Powerhouse Control Room

125V DC Distribution Panel No. 2

PG&E Equipment locations outlined in RED

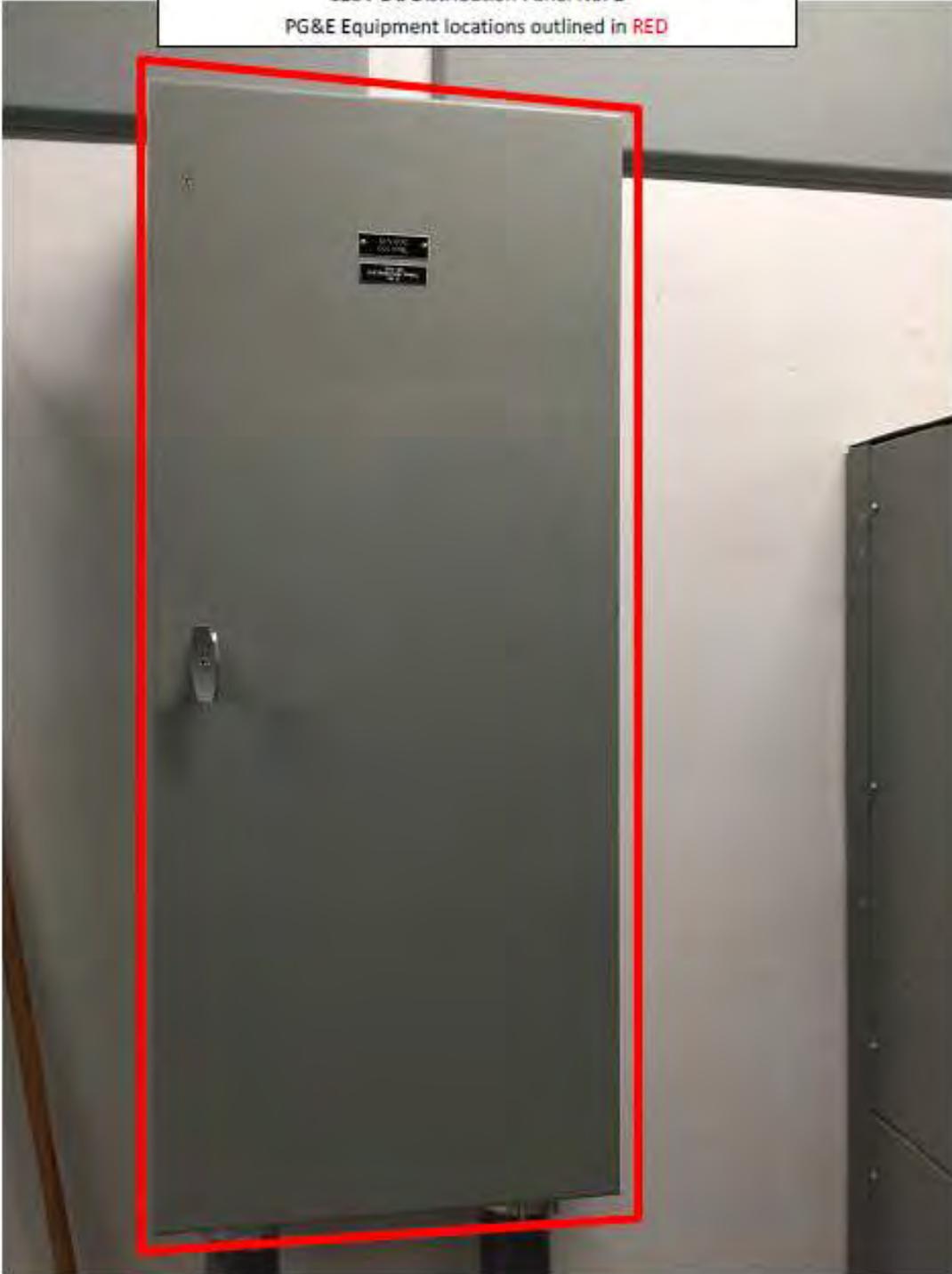


Exhibit F

Colgate Powerhouse Control Room
125V DC Distribution Panel No. 1 & 2
PG&E Equipment locations outlined in RED

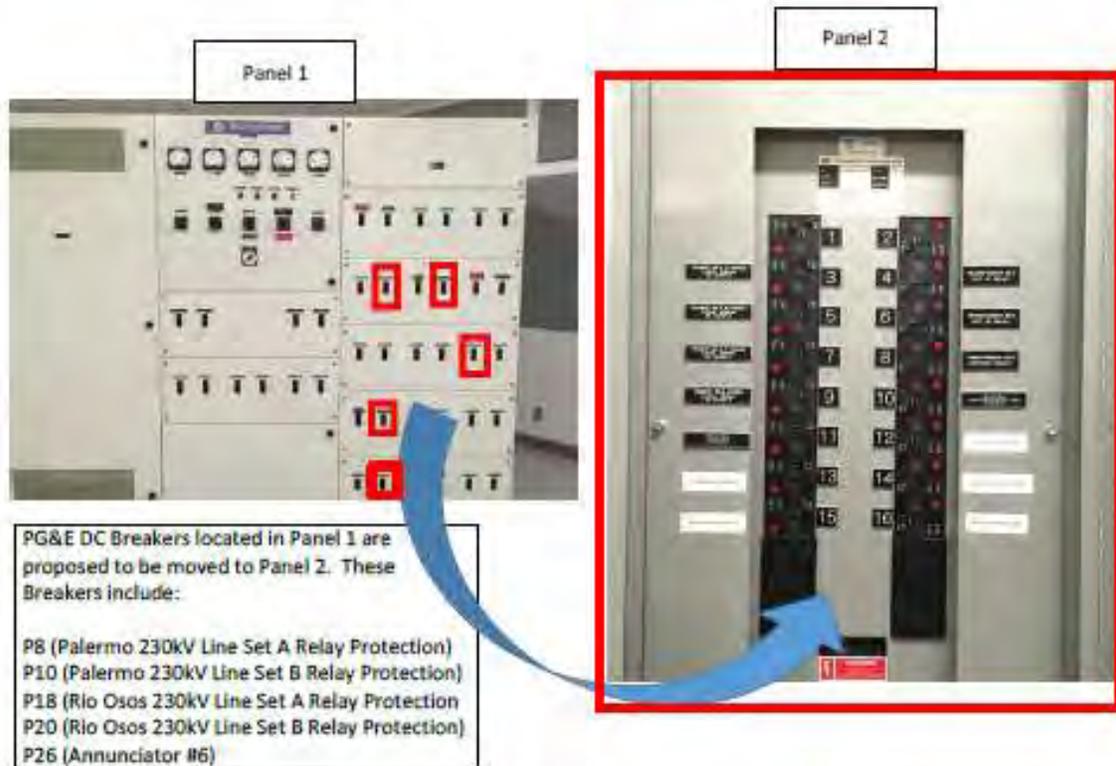


Exhibit F

Colgate Powerhouse Control Room
Pilot High Speed Power Line Carriers
PG&E Equipment locations outlined in RED



Exhibit F

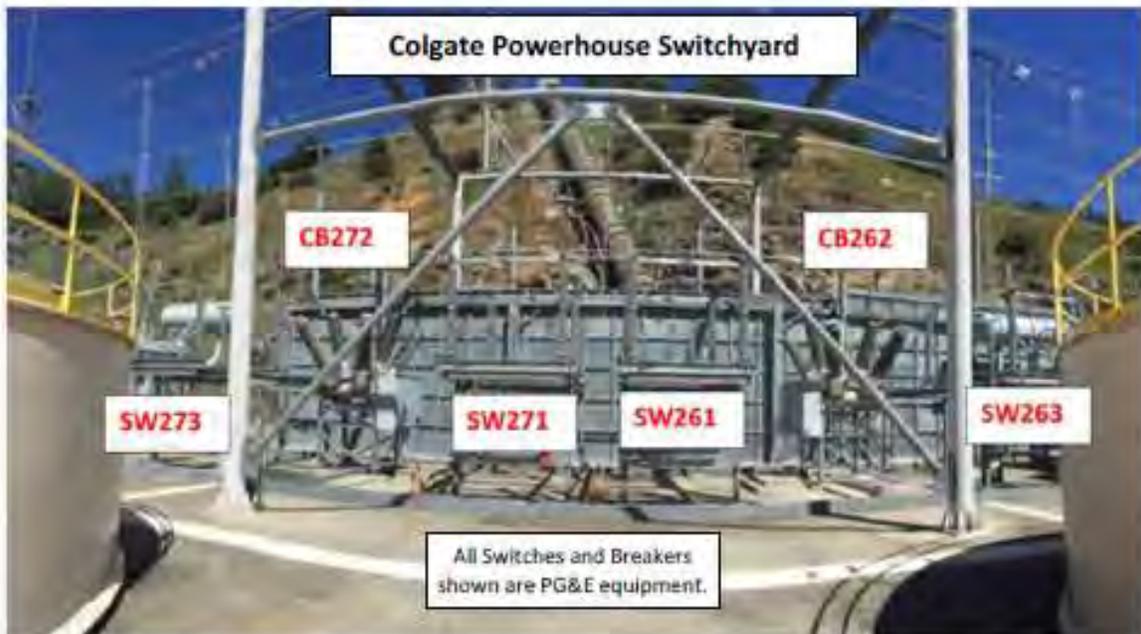
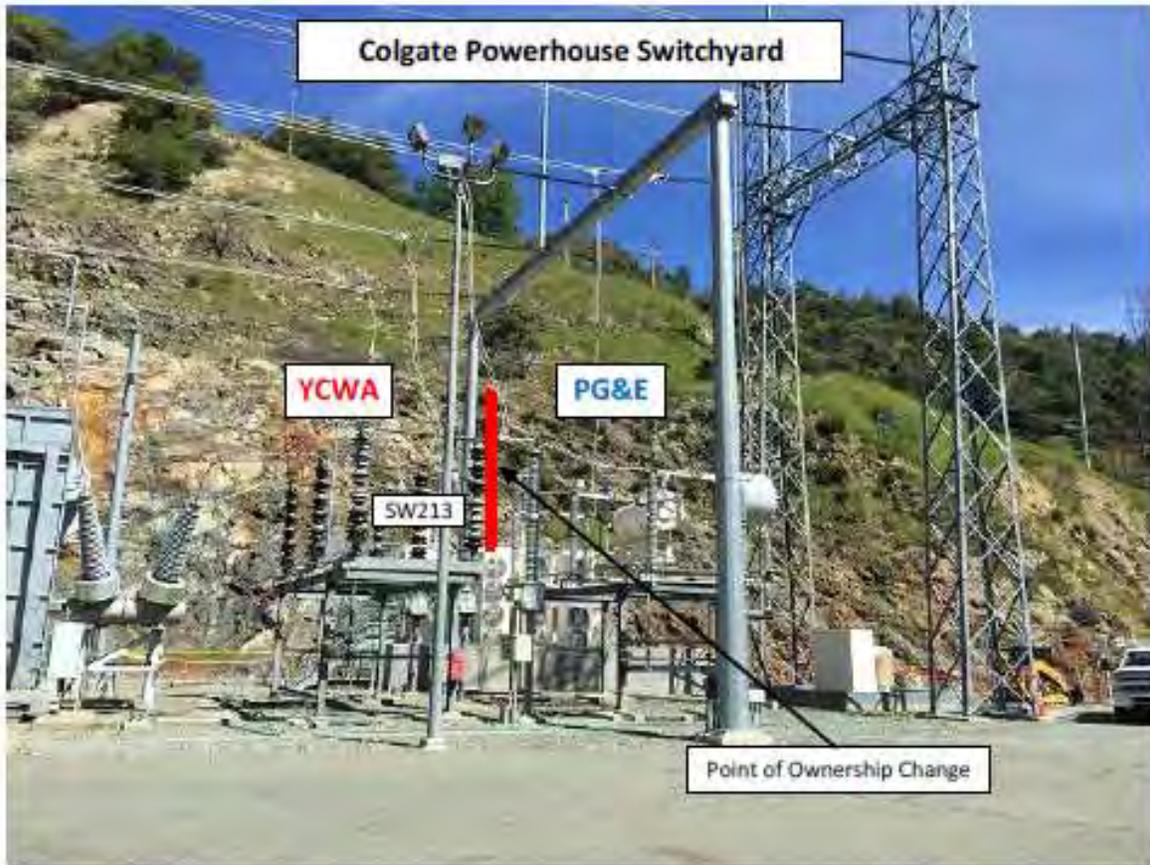


Exhibit F



Colgate Powerhouse Switchyard



YCWA Cameras on South East Tower in 230 KV Switchyard

Exhibit F

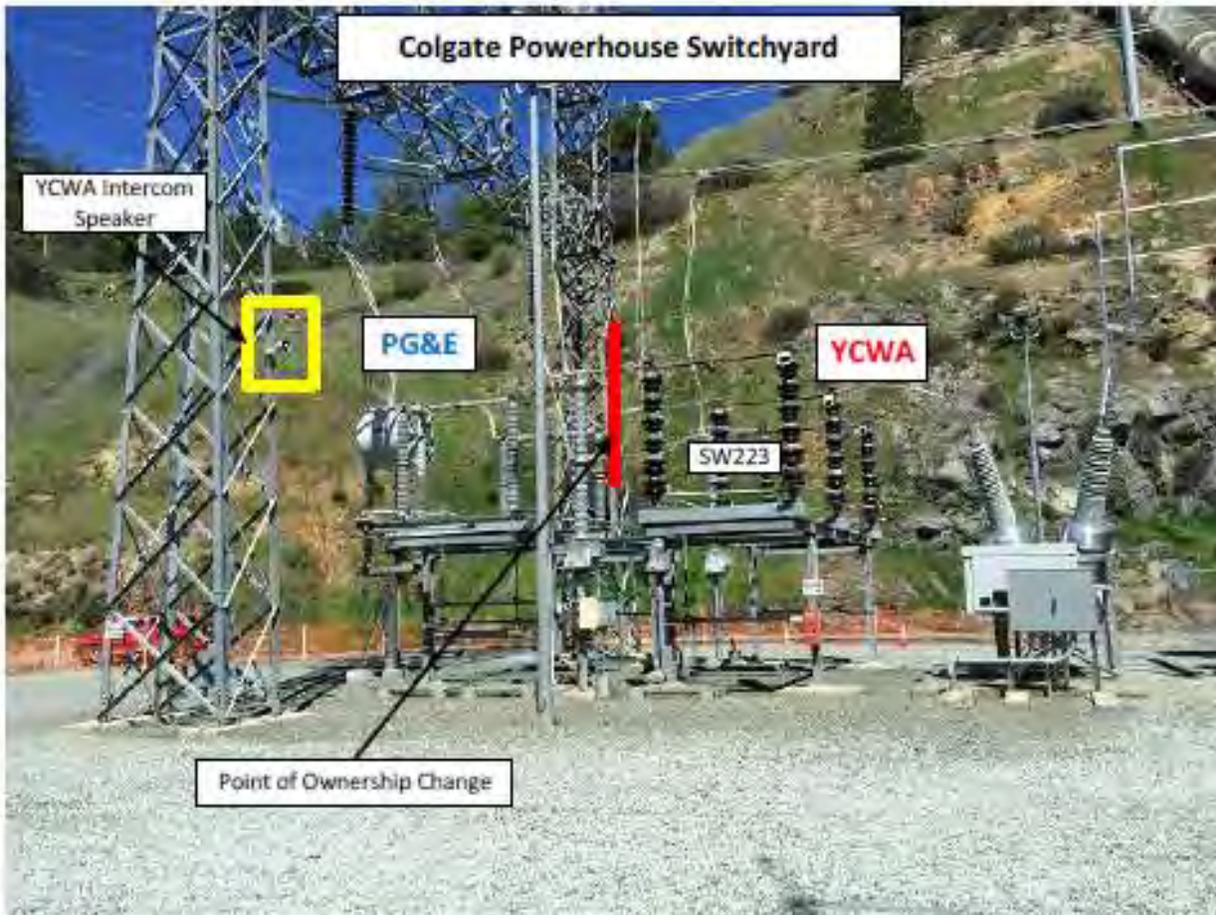


Exhibit F



Exhibit F

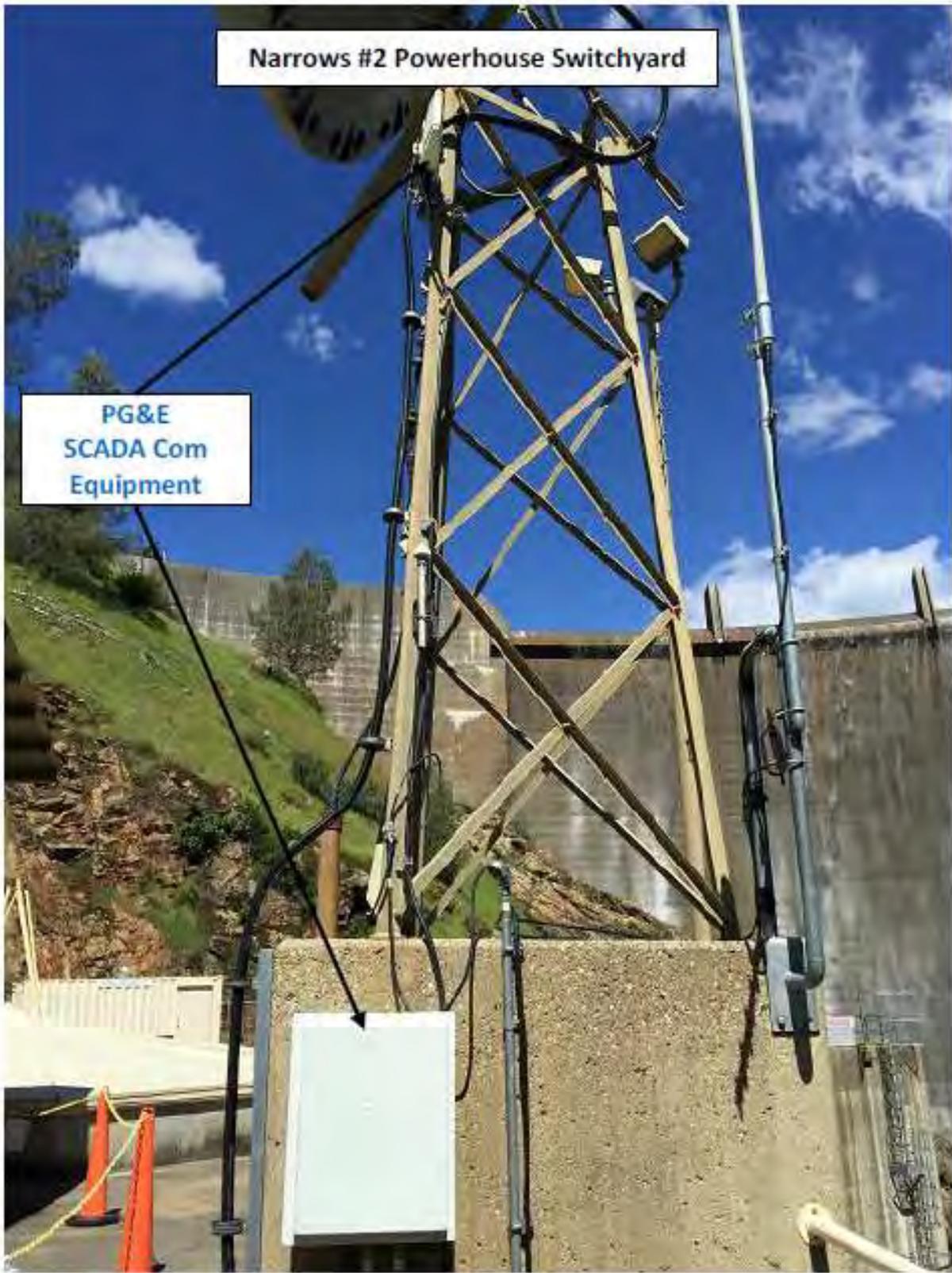


Exhibit F

Narrows 2 Powerhouse Control Room

Transfer Trip Receiver (RFL-6745)

PG&E Equipment locations outlined in RED

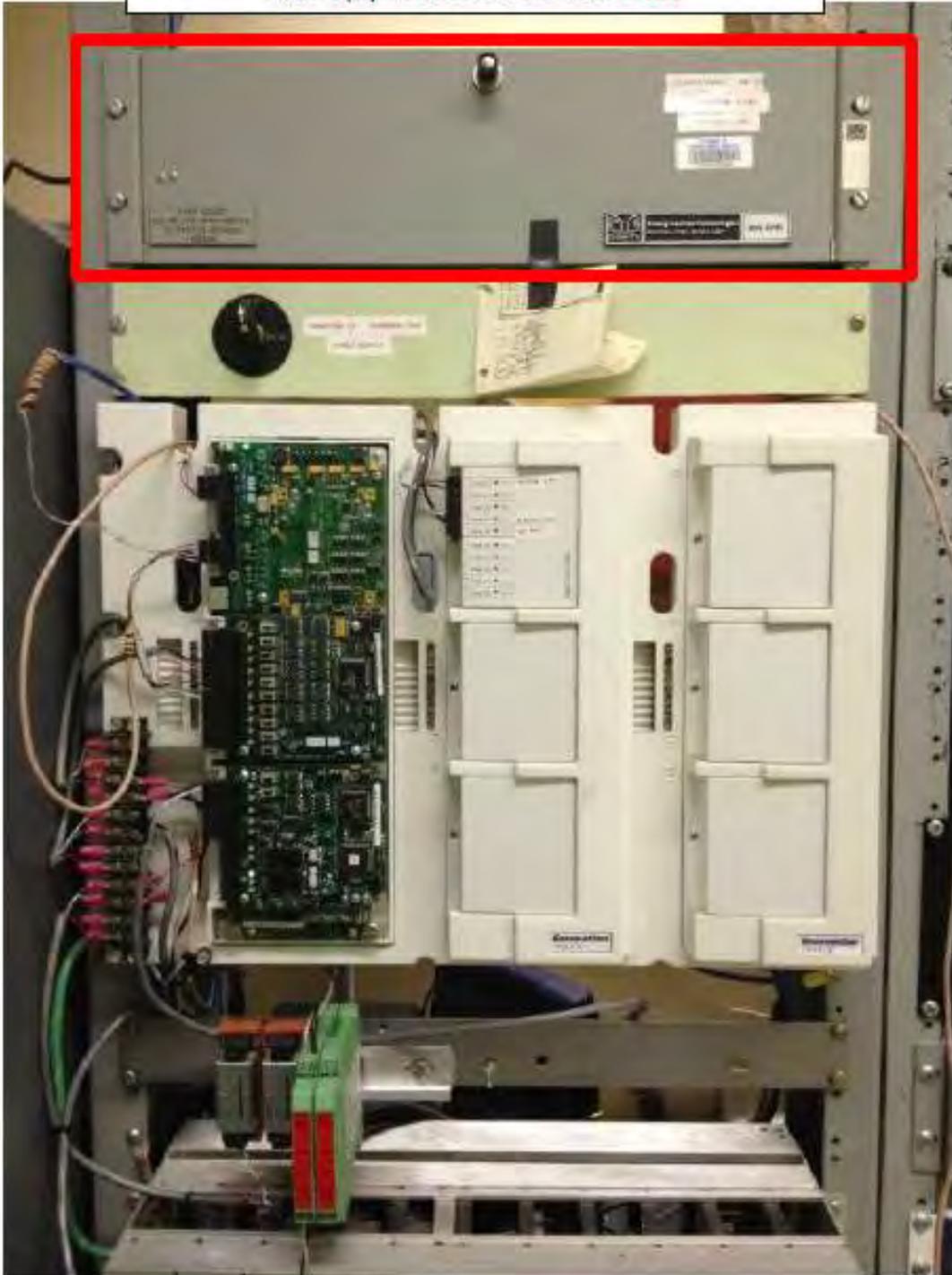


Exhibit F

Narrows 2 Powerhouse Control Room
Copper Communication Wire from Narrows 1 Powerhouse
PG&E Equipment locations outlined in RED

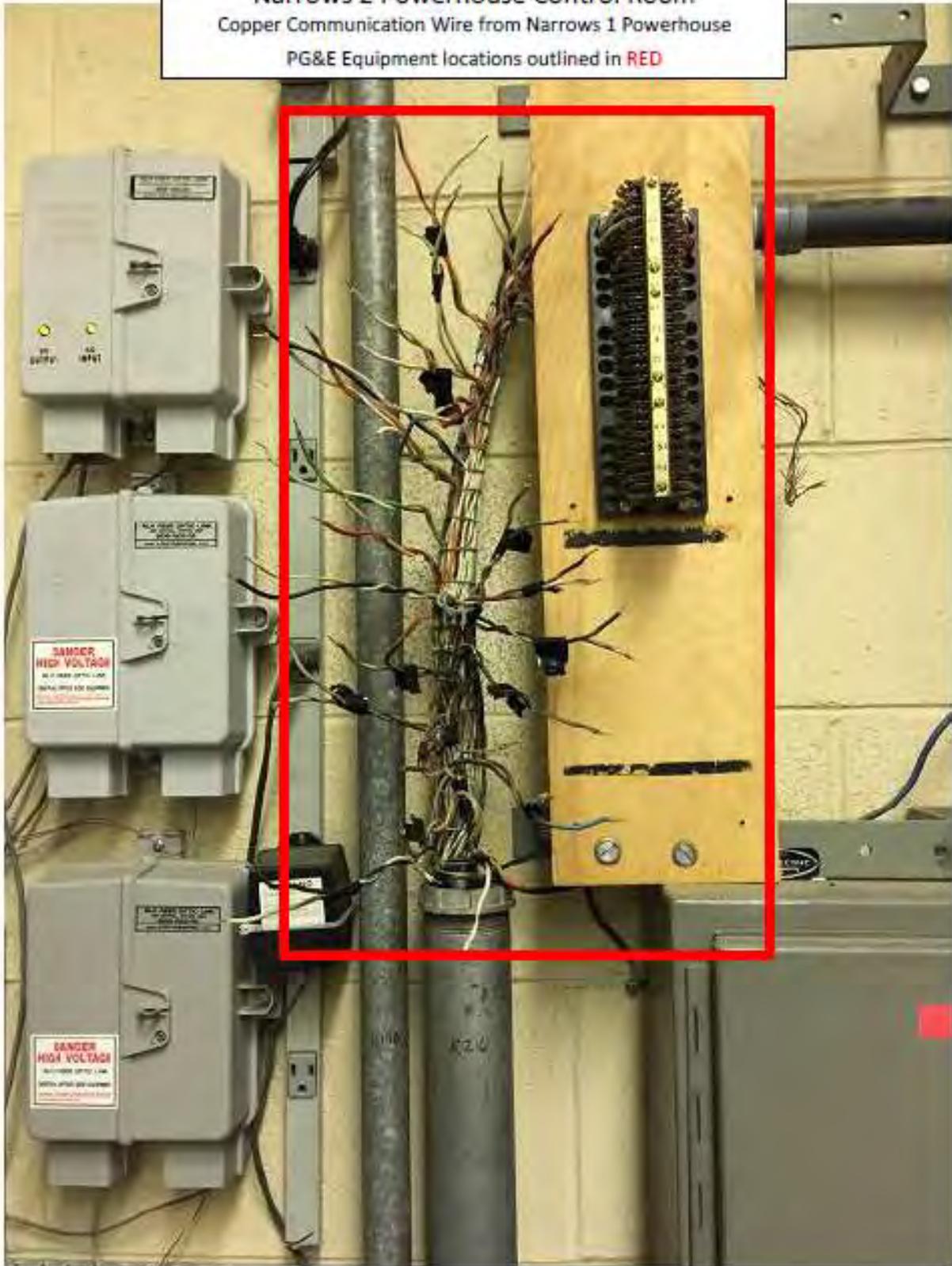


Exhibit F

Narrows 2 Powerhouse Control Room
Isolation protection for ground fault for PG&E copper wire from N1
PG&E Equipment locations outlined in **RED**



Exhibit F

Oregon Peak
Transmission SCADA equipment
PG&E Equipment locations outlined in **RED**

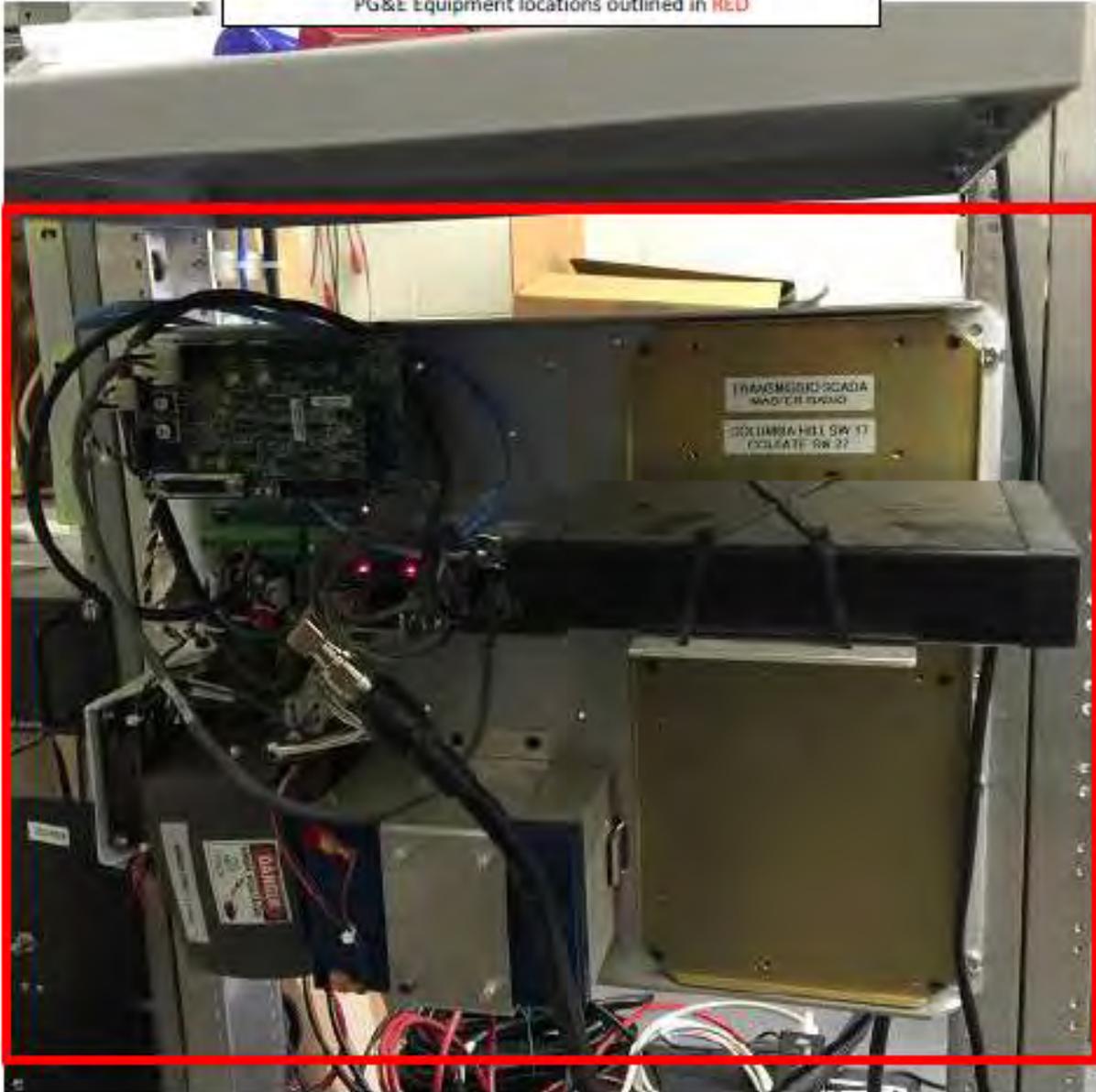


Exhibit F

Oregon Peak
Constellation ST Radio – Oregon Peak to Sutter Buttes
PG&E Equipment locations outlined in **RED**



Exhibit F



Exhibit F

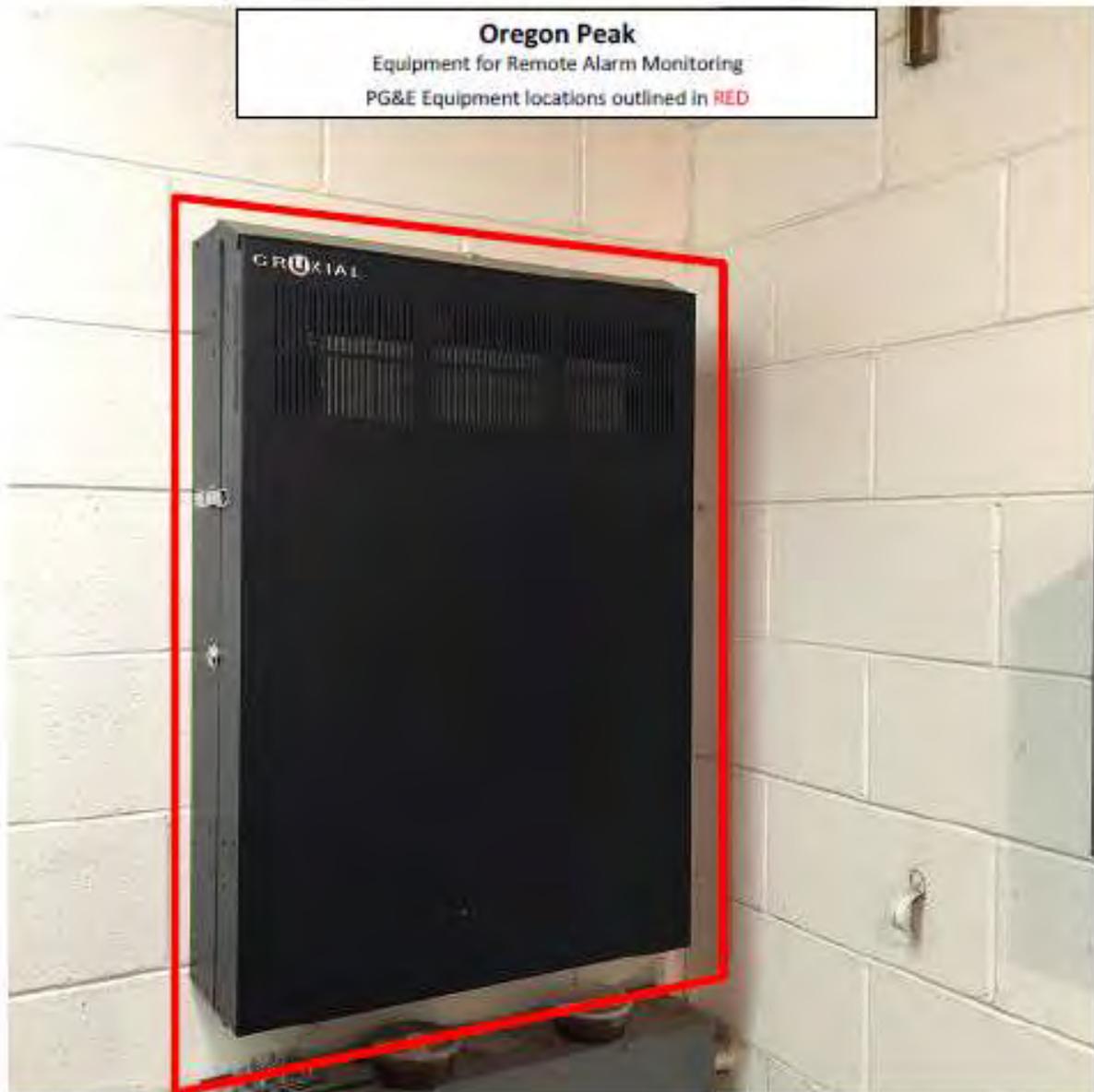


Exhibit G
PG&E Site Coordinators

| Position | Current Employee | Contact phone # | Email |
|-----------------------------------|-------------------------|------------------------|----------------------------------------------------------------------------------------------|
| Substation Maintenance Supervisor | Jerry Luce | 530-532-4073 | J1L7@PGE.COM |
| Substation Maintenance Lead | David Gloyd | 530-532-4073 | D0G4@PGE.COM |
| Telecom Supervisor | Peter Desmond | 530-934-9010 | PCD5@PGE.COM |
| Substation Test Supervisor | Don Swanson | 530-990-1901 | D2S4@PGE.COM |
| Transmission Line Supervisor | Tim Hudgins | 916-386-5431 | JTH3@PGE.COM |
| Land Agent | Cheryl Grant | 916-923-7091 | CLGI@PGE.COM |
| Customer Relationship Manager | Maggie Guzman | 530-757-5246 | MEAC@PGE.COM |
| Hydro Tech Supervisor | Adam Merschel | 530 889-3172 | ARMS@PGE.COM |
| Generation Supervisor | Chris Brewster | 530-889-3235 | CABP@PGE.COM |
| System Protection | Musa Muctarr Kamara | 916-760-3629 | MMK4@PGE.COM |
| Grid Control Center – Table Mtn. | All Operators | 707-449-6712 | EOETPETransOpsGCCNorthState@pge.com |
| Lead System Operator | Richard Jaster | 707-449-6632 | RAJ2@PGE.COM |
| Lead System Operator | Corey Fultz | 707-449-6626 | CMF7@PGE.COM |
| Grid Operations Supervisor | Larry Magnoli | 707-449-6612 | LxM8@PGE.COM |
| Outage Planner (long range) | Jason Reed | 661-577-6955 | JKR7@PGE.COM |
| Hydro Outage Coordinator | Careen Thayer | 530-889-3194 | CCT3@pge.com |

Exhibit H
Depiction of Narrows 2 PG&E Use Areas



Exhibit I
Colgate Powerhouse Site Utility Cable Trench



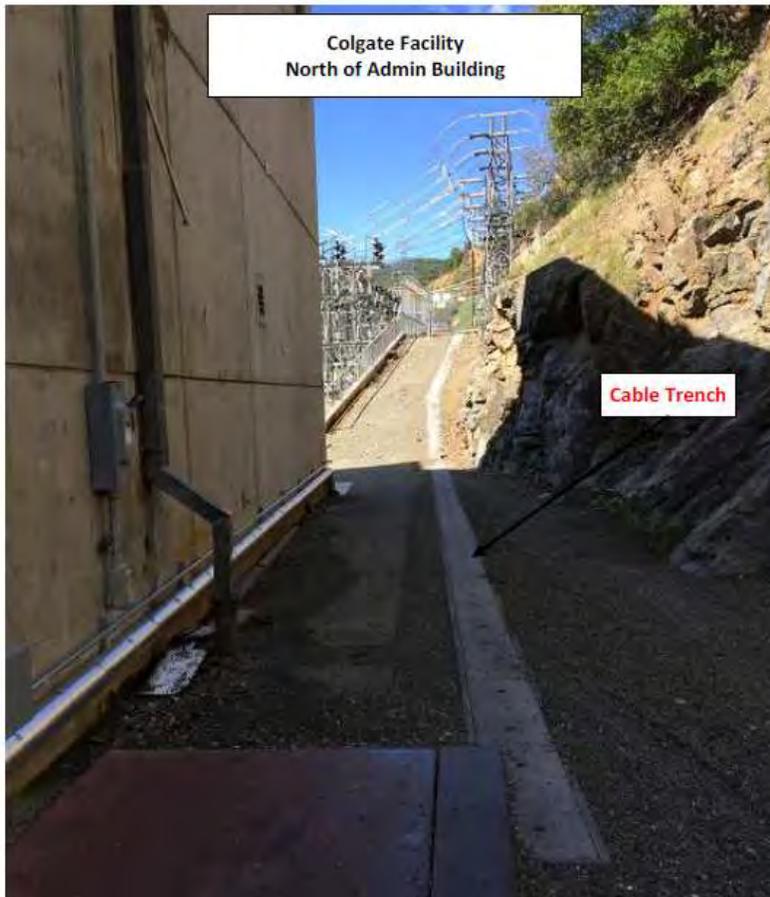


Exhibit J
Initial Calculation of Annual Payment Amount

| No. | Description | Monthly Cost | Assumptions |
|-----------------------------------|----------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 60 kV Control Room | | | |
| 1 | Control Room Base Lease | \$1,650.00 | ~ 1000sf @ \$1.65/sf |
| 2 | General facility repair/maintenance, parts charge (exhaust fan, wiring, HVAC, plumbing etc.) | \$82.50 | 5% of sf base lease rate |
| 3 | Utilities (Power for Room, battery charger and Yard) | \$658.00 | Summer = \$4169.14/month, winter = \$2410.07/month, Average = \$3290/month. 20% PG&E use. |
| 4 | Total Control Room Lease | \$2,390.50 | |
| Routine Operating Services | | | |
| 5 | Parking | \$ - | No cost to YCWA as PG&E is parking on PG&E property. |
| 6 | Security | \$470.00 | Based on similar contracted rate from YCSO-YCWA lease. YCWA providing 24x7 surveillance of intrusion alarms and access control via cameras and locks. |
| 7 | Generator fuel & maintenance | \$ - | To be negotiated as part of generator installation planning. |
| 8 | Share of Roof Repair & maintenance | \$41.67 | 5% of monthly expense based on roof share for 60 kV room @ \$100K once every 10 years. Total Colgate admin building Square footage ~20K sf, Roof ~ 5K sf. Roof ratio for 60kV room @ ~1K sf = 5% |
| 9 | Share of Lake Francis Road maintenance (1.7 miles of access road and Colgate plant) | \$50.00 | \$300K every 10 years (overlay @10 and substrate @ 20). 2% of average monthly bill. |
| 10 | Share of N2 access Road maintenance (2.4 miles of access road) | \$35.00 | \$424K every 10 years (overlay @10 and substrate @ 20). 1% of average monthly expense |
| 11 | Colgate Battery Maintenance (Transm. Relays) | \$68.75 | 5 tests annually(4Qtrly + 1Annual) Does not include load test every 5 years. Batteries are shared. Half of 4 hours each inspection + test. Fully burdened tech labor \$55/hr @150% |
| 12 | Battery replacement costs for Colgate. | \$227.05 | Half of the monthly replacement cost based on 20 Year lifetime. Colgate battery ~ \$86743, Charger ~ \$22240 [2012 replacement cost] |

| No. | Description | Monthly Cost | Assumptions |
|------------|-----------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | Functional Relay testing for NERC Compliance (coordination between the parties) | \$ - | No charge per LGIA. |
| 14 | DC Relay (80 E) testing | \$ - | General cooperation and coordination. Testing done by YCWA primarily for YCWA |
| 15 | Additional Electrical Testing escort/oversight for routine & non-routine work (PG&E CT's etc) | \$ - | General cooperation and coordination. These support PG&E's protective relays for their equipment. YCWA does not use these CT's for any purpose, PG&E will be fully responsible for testing and maintenance associated with these CT's, not YCWA. These CT's are integral to the breaker asset owned by YCWA. |
| 16 | Maintaining shared Features (cable tray, seawall) | \$ - | General cooperation and coordination |
| 17 | Oregon Peak (OP) Lease cost share | \$632.42 | Space +utilities (generator & batteries). 1/5 of total lease based on rack space usage and \$50 for battery & generator O&M. Lease rate increases 5% annually. Monthly charge to PG&E to be escalated by CPI. |
| 18 | Escorting Charges (labor) | \$103.13 | 1 routine visits per year to OP and 2 routine visits per year to N2. 1 emergency visits per year to each site. |
| 19 | Escorting Charges (vehicle) | \$10.45 | 1 routine visits per year to OP and 2 routine visits per year to N2. 1 emergency visits per year to each site. IRS mileage rate @ \$0.57/mile. 10 miles to OP and 30 miles to N2. |
| 20 | | - | - |
| 21 | Total Monthly Charge | \$4,028.96 | |
| 22 | Total Initial Annual Payment Calculation (2015 basis) | \$48,347.48 | |
| 23 | Annual Escalation for 2016 (variable based on CPI) | \$1,450.42 | Current basic CPI Index for bay area by the Bureau of labor statics http://www.bls.gov/regions/west/news-release/2016/consumerpriceindex_sanfrancisco_20160120.htm |
| 24 | 2016 Payment | \$49,797.90 | |
| 25 | 2016 Payment (pro-rated for 5/1/16 to 12/31/16) | \$33,198.27 | |

Attachment 5

Amended Shared Facilities Agreement July 7, 2020

Execution Version (6/11/2020)

**AMENDED AND RESTATED
COLGATE/NARROWS/OREGON PEAK
SHARED FACILITY AND SITE OPERATIONS AGREEMENT**

BY AND BETWEEN

THE YUBA COUNTY WATER AGENCY

AND

PACIFIC GAS AND ELECTRIC COMPANY

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COLGATE/NARROWS 2/OREGON PEAK SHARED FACILITY AND SITE OPERATIONS AGREEMENT

THIS SHARED FACILITY AND SITE OPERATIONS AGREEMENT ("Agreement") is entered into as of the date last signed and dated below by and between Yuba County Water Agency, a local government agency ("Agency"), and Pacific Gas and Electric Company, a California corporation ("PG&E") (Agency and PG&E are referred to in this Agreement individually as a "Party", and collectively as the "Parties".) The Parties hereby agree as follows:

Article I

Recitals

This Agreement is made with reference to the following background recitals:

1.1. Agency owns and operates the Yuba River Development Project (Federal Energy Regulatory Commission ("FERC") Project No. 2246), which includes the (a) Colgate Powerhouse, related structures and facilities, and associated real property (known as Yuba Co. APNs 048-270-009 & -010) on the Yuba River in the County of Yuba, which is more particularly described on the attached Exhibit A (the "Colgate Powerhouse Site"), and (b) Narrows 2 Powerhouse, related structures and facilities, and associated easement interests on the Yuba River in the County of Yuba, which is depicted on the attached Exhibit B-1 (the "Narrows 2 Powerhouse Site"). Agency also owns and operates the Narrows 1 Powerhouse (FERC Project No. 1403), related structures and facilities, and associated easement interests on the Yuba River in the County of Nevada, which is depicted on the attached Exhibit B-2 (the "Narrows 1 Powerhouse Site"), subject to an easement for switchyard facilities granted to PG&E (the "Narrows Switchyard"), as depicted on the attached Exhibit B-2.

1.2. Agency and PG&E were parties to a Power Purchase Contract dated May 13, 1966, as amended, which expired April 30, 2016. Under the terms of the contract, PG&E has installed and operates four 230/60 kV transformers (three single phase and one spare), two transmission tie breakers, and related switchyard and other equipment on the Colgate Powerhouse Site and communications equipment on the Narrows 2 Powerhouse Site. PG&E continued to own and operate this equipment at the Colgate and Narrows 2 Powerhouse Sites after April 30, 2016 in connection with PG&E's ongoing electricity transmission and related responsibilities.

1.3. The Agency leases a 6,300 square foot communications repeater site from the State of California that is located on Oregon Peak in the northeast quarter of Section 27, Township 18 N, Range 7 E, M.D.M. and described in more detail in the Telecommunication Ground Lease between the Agency and State of California dated December 1, 2010 (as amended) (the "Oregon Peak Site"). The Colgate Powerhouse Site, Narrows 2 Powerhouse Site, Narrows 1 Powerhouse Site and Oregon Peak Site are referred to collectively as the "Agency Sites." The 2010 Telecommunication Ground Lease (as amended, including Amendment No. 3 authorizing the sublease of space to PG&E) as the same may be further amended and renewed from time to time is referred to herein as the "Telecommunication Lease." The Agency has installed and operates communications and related equipment at the Oregon Peak Site for communications

purposes relating to the operation and management of the Colgate and Narrows 2 Powerhouse Sites. PG&E also owns and operates certain communications equipment at the Oregon Peak Site (as shown on the attached Exhibit C), subject to the Telecommunications Lease, the requirements set forth in Article 5, and other applicable provisions of this Agreement.

1.4. The Agency holds two easements for the construction, operation and maintenance of a power plant, intake works, tunnel and roadway for the Narrows 2 Powerhouse Site with the Department of the Army pursuant to Easement Nos. DACW05-2-75-715 (road easement to power plant) and DACW05-2-75-716 (right-of-way entry for new power plant, intake works, access road and appurtenant facilities) (collectively, as may be amended from time to time, the "Army Easement").

1.5. PG&E owns a 3.857-acre parcel of land (APN 048-270-011 and shown on the survey map attached as Exhibit D; the "PG&E Parcel") located within the Colgate Powerhouse Site on which PG&E owns and operates a 60 kV switchyard and other equipment. Agency has installed and operates various maintenance facilities on the PG&E Parcel outside of PG&E's 60 kV switchyard.

A. Subject to obtaining required regulatory and management approvals, the Parties plan to proceed with a lot line adjustment involving a reduction and change in the shape of the PG&E Parcel and a concurrent increase and change of the Colgate Powerhouse Site parcel so that all of PG&E's switchyard and other equipment will be located on the PG&E Parcel and all of Agency's maintenance facilities presently located on the PG&E Parcel will be located on the Colgate Powerhouse Site. If the lot line adjustment is approved and recorded, then upon recording the lot line adjustment the meanings of "PG&E Parcel" and "Colgate Powerhouse Site" under this Agreement will be changed to mean the revised parcel sizes and shapes as shown on the recorded lot line adjustment.

1.6. Agency owns the Colgate Administration and Maintenance Shop Building (the "Administration Building") on the east side of the Colgate Powerhouse Site. A control room relating to the operation of the PG&E 60 kV switchyard is located in the first floor of the Administration Building. PG&E has leased the control room from the Agency under a Lease dated February 10, 1970, which expired on April 30, 2016. PG&E continues to use the control room together with related use of the 60 kV switchyard-related meters, wires and conduits in the Administration Building (collectively the "Control Room Facilities") in connection with PG&E's ongoing electricity transmission and related responsibilities.

1.7. After April 30, 2016, PG&E will continue to use the Control Room Facilities and the Parties will have shared use of the Agency Sites as provided by this Agreement, and, when they are finally approved and signed, the related YCWA-to-PG&E Colgate Powerhouse Site Easement Agreement and YCWA to PG&E Control Room Easement (the "PG&E Easement Agreements") (which convey to PG&E certain easements relating to its uses of the Agency Sites) and the PG&E-to-YCWA Colgate Site Easement Agreement (the "YCWA Easement Agreement") (which conveys to Agency certain easements relating to its uses of PG&E property). The Parties intend for this Agreement to confirm and memorialize the shared use of the Agency Sites and the PG&E Parcel and provide for coordination and cooperation between the Parties, subject to the terms of this Agreement. The Parties recognize that PG&E's shared use of the Agency Sites is much greater in scope and complexity than Agency's shared use of the PG&E Parcel, necessitating more extensive requirements for such shared use. The

Agreement reflects this difference and is intentionally focused on requirements for PG&E's shared use of the Agency Sites.

1.8. As a result of the March 31, 2020 conveyance of the Narrows 1 Powerhouse Site from PG&E to Agency, Agency now owns, operates, and maintains the Narrows 1 Powerhouse. PG&E, though, owns easements (reserved by PG&E as part of the conveyance of the site by PG&E to Agency) and power lines and other equipment traversing the Narrows 1 Powerhouse Site and PG&E will continue to own, operate, and maintain its equipment within its easement areas.

1.9. This amended and restated Agreement affirms, continues in effect, amends, and supersedes the initial Shared Facilities and Site Operations Agreement dated April 26, 2016.

Article II

Effective Date and Term

This Agreement became effective on May 1, 2016 (the "Effective Date"), and will continue in effect unless terminated by either Party: (a) for a material breach of the Agreement by the other Party, following notice and opportunity to cure as provided in Section 14.4; or (b) after January 31, 2046, upon either Party's election. Either Party may elect to terminate this Agreement pursuant to clause (b) with or without cause, but must provide written notice as soon as practicable to the other Party of its intent to terminate, and at least five years in advance of termination. If a Party wants to terminate the Agreement effective January 31, 2046, it must give notice of termination five years prior to that date.

Article III

Equipment Ownership and Responsibility

3.1. PG&E-Owned Equipment.

A. The Parties acknowledge and Agency confirms that PG&E owns lines, transformers, circuit breakers, switches, relays, meters and other equipment located at the Agency Sites as described and shown on the attached Exhibits E and F (the "PG&E-Owned Equipment").

B. PG&E is solely responsible for the operation and maintenance and, when necessary (as determined by PG&E), repair and replacement of the PG&E-Owned Equipment. PG&E at its sole cost and expense will keep and maintain the PG&E-Owned Equipment in good, safe, sanitary and clean condition and repair.

3.2. Agency-Owned Equipment.

A. The Parties acknowledge and PG&E confirms that Agency owns all other equipment, facilities, improvements, buildings and structures located at the Agency Sites other than the PG&E-Owned Equipment as well as the Agency maintenance facilities presently located on the PG&E Parcel (together the "Agency-Owned Equipment").

B. Agency is solely responsible for the operation and maintenance and, when necessary (as determined by Agency), repair and replacement of the Agency-Owned Equipment. Agency at its sole cost and expense (subject to Section 11) will keep and maintain the Agency-Owned Equipment in good, safe, sanitary and clean condition and repair.

3.3. Quitclaim. Each Party hereby quitclaims and relinquishes any right, title or interest in the other Party's equipment, the ownership of which is confirmed in Sections 3.1(A) and 3.2(A). This quitclaim and relinquishment shall survive any expiration or termination of this Agreement.

3.4. Annunciators. The Parties acknowledge that PG&E moved all of its annunciator windows from Annunciator No. 5 in the Colgate Powerhouse control room to Annunciator No. 6 (located in Panel 9C). Annunciator No. 6 has become PG&E-Owned Equipment, and PG&E is responsible for the operation and maintenance and, when necessary (as determined by PG&E), repair and replacement of Annunciator No. 6.

3.5. Site Coordinators. Agency will appoint a management employee to act as its site coordinator for purposes of this Agreement. The Agency site coordinator will serve as the Agency's primary point of contact. PG&E will appoint employees to act as its site coordinators for purposes of this Agreement, with each site coordinator to act as the primary point of contact for their respective PG&E departments, as shown on the attached Exhibit G. PG&E will assign one person to be the lead site coordinator to serve as PG&E's primary point of contact for this Agreement. The site coordinators will serve at the pleasure of the appointing Party and a Party may change its coordinator at any time by giving written notice of the change to the other Party. The site coordinators will coordinate the PG&E and Agency work and operations on the Agency Sites in an effort to ensure smooth, efficient and well-coordinated operations. The site coordinators will work collaboratively to resolve questions, problems and disagreements. At the beginning of each calendar year, the site coordinators and each Party's responsible managers for operations under this Agreement will meet (which may be via teleconference) to discuss and review implementation of the Agreement, any updates or revisions to agreements or procedures, any coordination-related issues or concerns, key personnel changes, plans for the upcoming year, and other relevant matters. At the annual meeting, the Agency will confirm or update its site coordinator and PG&E will confirm or update its Exhibit G list of site coordinators. The site coordinators also will consult and meet from time to time as appropriate. Each Party's site coordinator will coordinate as appropriate with its Party's other staff and employees.

Article IV

PG&E and Agency Operation of Equipment

4.1. Agency Grant of Rights. Agency grants PG&E permission to retain, operate, maintain, repair and replace the PG&E-Owned Equipment at the Agency Sites consistent with the terms of this Agreement. PG&E will not perform any construction, reconstruction, improvement, installation, expansion or related work without prior notice to and Agency approval of such work as provided in more detail in the PG&E Easement Agreements (for the Colgate Powerhouse Site), the Narrows 1 Grant Deed and Reservation of Rights (for the Narrows 1 site) and Sections 5.7 and 5.8 (for the Narrows 1, 2 and Oregon Peak Sites). PG&E also will comply with the terms of the PG&E Easement Agreements to the extent applicable to any such construction, reconstruction, improvement, installation, expansion or related work.

4.2. PG&E Grant of Rights. PG&E grants Agency permission to retain, operate, maintain, repair and replace the Agency-Owned Equipment located on the PG&E Parcel consistent with the terms of this Agreement. Agency will not perform any construction, reconstruction, improvement, installation, expansion or related work without prior notice to and PG&E approval of such work as provided in more detail in the YCWA Easement Agreement. Agency also will comply with the terms of the YCWA Easement Agreement to the extent applicable to any such construction, reconstruction, improvement, installation, expansion or related work.

4.3. Inspection Notices. Agency will notify PG&E of any regulatory inspection of which it is aware that will include inspection of PG&E-Owned Equipment with as much advance notice as practicable. PG&E may have its representatives participate in such inspections when sufficient advance notice allows. Agency shall notify PG&E of any regulatory finding related to any PG&E-Owned Equipment and, if required, PG&E shall fully and expeditiously respond to the regulatory agency.

4.4. Work Notice to Agency. In non-exclusive easement areas, PG&E will not perform or undertake any operations, maintenance, repair or construction work that will adversely impact Agency operations or Agency-Owned Equipment without prior notification to, and reasonable approval of, Agency.

4.5. Assistance. Each Party agrees to promptly provide appropriate service and assistance as reasonably available to the other Party in response to any request for coordination, cooperation or assistance concerning electricity transmission-related problems or troubleshooting at the Agency Sites.

4.6. Colgate Current Transformers. There are two sets of bushing current transformers ("CTs") on the Colgate Powerhouse generator breakers (CT #212 for Unit 1 and CT #222 for Unit 2) that support protective relays for certain PG&E-Owned Equipment. These CTs will be considered Agency-Owned Equipment and Agency will be responsible for their operation, maintenance, testing, and, when necessary (as determined by Agency), repair and replacement.

4.7. Narrows 1 Current Transformers. The Parties agree that PG&E will retain current contribution from the first set of CTs (CT supporting relay for generator overcurrent) from the Narrows 1 Powerhouse generator terminal to the PG&E transformer bank #1 differential relay ("DR") #87T, with the change of ownership from PG&E to Agency at the first "seven pole" junction block ("7P") from the generator terminal CT, as shown on drawing# 467729 (attached as Exhibit F). Agency will own CT supporting relay for generator overcurrent as Agency-Owned Equipment. In light of potential impacts on PG&E transformer differential protection, Agency will provide reasonable prior notice to PG&E before performing maintenance on CT supporting relay for generator overcurrent. PG&E will own the circuit from the 7P to DR #87T as PG&E-Owned Equipment. In light of the current contribution from CT supporting relay for generator overcurrent. PG&E will provide reasonable prior notice to Agency before performing maintenance, repair or replacement on DR #87T.

4.8. Breaker Failure Relays. PG&E will own (as PG&E-Owned Equipment) and maintain the breaker failure relays associated with circuit breaker ("CB") 212, CB 222, CB 262 and CB 272. Agency owns CB 212 and CB 222, with the associated current transformers, and is therefore responsible for the inputs from Agency-Owned Equipment protected by the breaker

failure relays associated with CB 212 and CB 222, including, without limitation, the hardware from the Agency-Owned Equipment up to the terminal block of the breaker failure relays, as well as the accuracy of the signals from the Agency-Owned Equipment that cause these breaker failure relays to operate. If any of the four specified breaker failure relays fails in-service, both Parties will cooperate as needed to expedite repair as soon as operationally feasible. If either Party needs to conduct routine maintenance or testing on any of the breaker failure relays or associated current transformers, to meet a compliance deadline and the Party is unable to coordinate a scheduled clearance after making reasonable efforts (including at least 60 days advance-notice) to accommodate the other Party's requested timing, then either Party may open the associated breaker for public and personnel safety, as well as equipment protection, maintenance and testing, as applicable. PG&E will not be liable to Agency for any lost generation resulting from such in-service failure or maintenance. Agency may procure and store a spare breaker failure relay that PG&E may use upon request to Agency. Agency acknowledges, however, that PG&E has no obligation to request or use any spare breaker failure relay that may be made available to PG&E by Agency. To facilitate their ability to maintain a properly configured spare, Agency may periodically request the manufacturer, model, features, configuration and settings for the breaker fail relay from PG&E, which PG&E will reasonably accommodate. Should PG&E elect to use Agency's spare relay, PG&E will deliver the spare relay back to the Agency upon completion of its activities necessitating such use. Agency acknowledges that the assessment and execution of any actions related to PG&E's breaker failure relays are solely at the discretion of PG&E, notwithstanding Agency's election to retain a spare relay.

4.9. Direct Transfer Trip. The Direct Transfer Trip ("Switchyard DTT") receiver currently providing the required fault protection for the Narrows 1 Powerhouse interconnection is located at PG&E's Narrows Switchyard. The Parties acknowledge that PG&E has recently installed a new DTT receiver and related equipment (the "Receiver") in the Narrows 1 Powerhouse. The Parties agree that PG&E will install, operate, and maintain an updated transmitter (the "Transmitter") at its Smartsville Substation, and that YCWA will provide a communication path between the Transmitter and the Receiver, consistent with PG&E's Distribution Interconnection Handbook. The Parties agree that the Switchyard DTT will remain in place and operational until the Receiver is connected to the Transmitter and fully operational (the "DTT Upgrade"). The Parties agree to work diligently to complete the installation and testing of DTT Upgrade by August 31, 2020. Once the DTT Upgrade at the Narrows 1 Powerhouse is installed and fully operational, PG&E will remove the Switchyard DTT and related equipment located at PG&E's Narrows Switchyard.

4.10. PG&E Compliance Obligations. PG&E operations and work under this Agreement will comply with (a) all applicable federal, state and local laws, ordinances, rules, regulations, orders, agreements, permits and licenses (as the same may be amended, supplemented or reissued from time to time) relating to its use of the Agency Sites, and (b) the terms of the PG&E Easement Agreements to the extent applicable to operations and work under this Agreement. PG&E also will obtain, possess, maintain and comply with all federal, state and local government permits, licenses, authorizations, certificates and other entitlements that may be required for it to use the Agency Sites and operate and maintain the PG&E-Owned Equipment. PG&E shall provide Agency with copies of any such permits, etc. upon request.

4.11. Agency Compliance Obligations. Agency operations and work under this Agreement will comply with (a) all applicable federal, state and local laws, ordinances, rules, regulations, orders, agreements, permits and licenses (as the same may be amended,

supplemented or reissued from time to time) relating to its use of the PG&E Parcel, and (b) the terms of the YCWA Easement Agreement to the extent applicable to operations and work under this Agreement. Agency also will obtain, possess, maintain and comply with all federal, state and local government permits, licenses, authorizations, certificates and other entitlements that may be required for it to use the PG&E Parcel and operate and maintain the Agency-Owned Equipment on the PG&E Parcel. Agency shall provide PG&E with copies of any such permits, etc. upon request.

Article V

Narrows 1 and 2 Powerhouse Sites and Oregon Peak Site Use

5.1. Grant of Use Rights. Agency hereby apportions Agency's easements at the Narrows 2 Powerhouse Site to allow PG&E (and its authorized employees, agents, contractors, or invitees) joint use of Agency's Narrows 2 Powerhouse Site as set forth in this Article 5. Agency hereby grants PG&E (and its authorized employees, agents, contractors, or invitees) the right to enter and use Agency's lease at the Oregon Peak Site as set forth in this Article 5.

5.2. Narrows 1 and 2 Powerhouse Site Use. PG&E will have use of the area depicted on the attached Exhibits H-1, and H-2 in order to install, operate, maintain, repair, inspect, expand, improve, reconstruct, modify, remove, relocate and replace the PG&E owned transmission and distribution lines equipment at the Narrows 2 and Narrows 1 Powerhouse Sites, respectively. PG&E use of this area is subject to and must comply with the requirements and limitations of (1) this Article 5, and (2) the Army Easement.

5.3. Oregon Peak Site Use. PG&E will have use of the area depicted on Exhibit C in order to install, operate, maintain, repair, inspect, expand, improve, reconstruct, modify, remove, relocate and replace the PG&E communication equipment at the Oregon Peak Site. PG&E use of the Oregon Peak Site is subject to and must comply with the requirements and limitations of (1) this Article 5, and (2) the Telecommunication Lease. In the event Agency subsequently authorizes any third party to install telecommunication equipment at the Oregon Peak Site, it will require that such use not cause interference, either electronically or physically, with the existing PG&E communication equipment shown on Exhibit C, and also require any such third party, at its sole expense, to take such reasonable steps as may be necessary or recommended by PG&E and/or Agency to eliminate interference with PG&E's communication equipment.

5.4. Narrows 1 and 2 Parking. PG&E will have shared use of the vehicle parking areas on the Narrows 1 and 2 Powerhouse Sites in connection with PG&E's use of the site.

5.5. Narrows 2 Access. PG&E will have shared use of the Agency's easement interest in the access road from Scott Forbes Road to the Narrows 2 Powerhouse Site in order for PG&E to access the site.

5.6. Narrows 1 PH Access. PG&E access to the Narrows 1 PH and 11kV line will require an Agency escort for tram access. PG&E will coordinate access requests in accordance with the applicable Agency entry and site security standards and procedures and applicable provisions of this Agreement.

5.7. PG&E Improvements. PG&E at its sole cost and expense shall be responsible for any improvements to the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site as necessary or appropriate to accommodate its use of the areas. PG&E will not construct, install, reconstruct, or expand, or cause to be constructed, installed, reconstructed, or expanded, any improvement, structure, building, equipment, real property fixture, paving, or sign on or in the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site without the prior written consent of Agency, which consent will not be unreasonably withheld, conditioned or delayed. All construction and other work relating to improvement, repair, or reconstruction of the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site will be performed in a good and workmanlike manner, and will comply with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permits, licenses, authorizations, certifications, and other entitlements or approvals that may be required for the work. Once PG&E commences any work, it will diligently prosecute the work through to completion. PG&E shall keep the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site free and clear from any and all liens, stop notices, claims and demands for work performed, materials furnished, or operations conducted on the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site. PG&E shall indemnify and hold Agency and the Agency real property free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of work performed, material furnished, or obligations incurred by PG&E, in, upon, about or otherwise in connection with the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site.

5.8. Oregon Peak Equipment. New or modified equipment installed at the Oregon Peak Site also is subject to prior review and approval by the State under the Telecommunication Lease. If PG&E proposes to install new equipment or modify existing equipment at the site, then, in addition to the requirements of Sections 5.7 and 5.8, PG&E will comply with State review and approval requirements under the terms of the Telecommunication Lease in coordination with Agency. If a PG&E-only change triggers the payment of processing or other fees or charges to the State under the Telecommunication Lease, then PG&E will pay any such fees or charges. If PG&E equipment changes are processed concurrently with Agency equipment changes, then the Parties will split 50%/50% the payment of any processing or other fees or charges to the State required under the Telecommunication Lease.

5.9. Hydrographic Data Sharing. Upon request, each Party will make available to the other Party the hydrographic data listed in Exhibit K.

5.10. Property Taxes. If and to the extent that ad valorem real property taxes assessed against the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site are increased as a result of PG&E's use of the site, PG&E shall be responsible for payment of the increased amount thereof. PG&E shall be responsible for payment of any taxes, assessments and other charges levied or imposed by any governmental entity on the PG&E-Owned Equipment, furnishings or other personal property placed in or on the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site. All such taxes, assessments and charges will be paid as they become due and payable and before they become delinquent.

5.11. Hazardous Material. PG&E agrees that it will not permit any of its employees, agents, contractors or invitees to, use, store, dispose, release, handle or otherwise manage any Hazardous Material on the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site, except as done in connection with the use, operation, maintenance, construction, or

repair of the Narrows 1 Powerhouse Site, Narrows 2 Powerhouse Site or Oregon Peak Site and in compliance with all applicable federal, state and local codes, statutes, rules, regulations, ordinances and other laws and all applicable federal, state and local government permit, license, authorization, certification, and other entitlement or approval requirements. "Hazardous Material" means any (1) substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import) in any federal or state statute or regulation, (2) oil, gasoline, or other petroleum product, (3) explosive material, or (4) any other chemical substance or material that is prohibited, limited or regulated under any federal, state or local code, statute, rule, regulation, ordinance, other law, permit, or license regulating or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health, safety, or the environment.

Article VI

Agency Operation of PG&E Equipment in Limited Circumstances

6.1. Agency Operation of PG&E Equipment. While operation of the PG&E-Owned Equipment ordinarily will be performed by PG&E personnel, under emergency conditions and other exigent circumstances when PG&E personnel are not on-site, Agency may operate or shutdown the PG&E-Owned Equipment as appropriate to protect the public health or safety or to protect or avoid damage to Agency-Owned Equipment as provided in this paragraph. Except in an extreme emergency situation, any operation of PG&E-Owned Equipment by Agency personnel will be performed under the direction (via telephone, radio or email) of the PG&E-designated switching center or electric control center staff. If Agency operates PG&E-Owned Equipment under any circumstance, such operations will be performed by qualified employees using industry standard best practices. If needed, PG&E promptly shall send in appropriate staff and equipment to the particular site to correct the problem.

6.2. DC System Ground Access. In the event of a direct current ("DC") system ground, Agency may access the PG&E-Owned Equipment in order to operate the PG&E breakers in an effort to isolate the location of the ground. Except in an extreme emergency situation, any equipment operation by Agency personnel will be performed under the direction (via telephone, radio or email) of the PG&E-designated switching center or electric control center staff. If Agency determines that the ground is within the PG&E-Owned Equipment, then Agency will notify PG&E and PG&E promptly will respond and repair or otherwise correct its equipment.

Article VII

Powerhouse Outage Coordination

7.1. Colgate Narrows 1 and 2 Powerhouses. The Parties acknowledge the notification and coordination obligations under the FERC jurisdictional Agency/PG&E/CAISO Large Generator Interconnection Agreement for the Colgate Powerhouse (and in particular articles 9 and 13 of that agreement) (FERC Service Agreement No. 313), Agency/PG&E Large Generator Interconnection Agreement for the Narrows 2 Powerhouse (FERC Service Agreement No. 341),

and Agency/PG&E Small Generator Interconnection Agreement for Narrows 1 (FERC Service Agreement No. 441) apply to coordination and communications under this Agreement.

7.2. Transmission Line Outages. During outages of the PG&E 230 kV transmission lines when the Colgate Powerhouse is otherwise able to generate electricity, PG&E will allow operation of the Colgate Powerhouse to utilize the PG&E 60 kV transmission line to the extent feasible.

Article VIII

FERC Critical Infrastructure Protection Standards

8.1. CIP Standards. The Parties acknowledge that (a) federal and state laws obligate them to comply with FERC-approved and CAISO-approved critical infrastructure protection and reliability standards (including power grid reliability standards) developed or adopted by or through FERC, the FERC-designated electric reliability organization (e.g., NERC), CAISO, or other reliability coordinator, as the same may be adopted or amended from time to time (the “CIP Standards”), (b) under the CIP Standards, electric facilities are rated as having a high, medium or low impact and the scope of required regulatory compliance varies based on the rating, and (c) at the date of this Agreement, the Agency’s Colgate, Narrows 1 and Narrows 2 Powerhouse facilities and equipment are rated as low impact under the CIP Standards.

8.2. Change in Rating.

A. If, as a result of a change to (i) the PG&E-Owned Equipment, or (ii) the CIP Standards as they relate to the PG&E-Owned Equipment, the Colgate, Narrows 1 or Narrows 2 Powerhouse facilities and equipment are re-designated to a higher Bulk Electric System or power grid reliability impact under the CIP Standards, then PG&E will be responsible for and pay or reimburse any additional or increased Agency capital or operational costs and expenses that Agency incurs in order to satisfy, implement or comply with the increased regulatory requirements that apply to Agency as a result of such re-designation (including, but not limited to, any changes required to ensure that the electronic security perimeter extends to the “high water mark” of the higher impact rated system), solely to the extent such costs and expenses would not otherwise be incurred by the Agency but for the presence of the subject PG&E-Owned Equipment.

B. If, as a result of a change to (i) the Agency-Owned Equipment, or (ii) the CIP Standards as they relate to the Agency-Owned Equipment, the Colgate, Narrows 1 or Narrows 2 Powerhouse facilities and equipment are re-designated to a higher Bulk Electric System or power grid reliability impact under the CIP Standards, then Agency will be responsible for and pay or reimburse any additional or increased PG&E capital or operational costs and expenses that PG&E incurs in order to satisfy, implement or comply with the increased regulatory requirements that apply to PG&E as a result of such re-designation (including, but not limited to, any changes required to ensure that the electronic security perimeter extends to the “high water mark” of the higher impact rated system), solely to the extent such costs and expenses would not otherwise be incurred by PG&E but for the presence of the subject Agency-Owned Equipment.

C. In the event it cannot easily be determined whether the costs and expenses addressed in Sections 8.2(A) and (B) above would not otherwise be incurred but for the presence of the other Party's equipment, then the Parties promptly will meet and confer to discuss and negotiate an allocation of such costs and expenses based on proportional responsibility for their causation. If the Parties cannot agree upon a proportional sharing of costs and expenses, then either Party may pursue dispute resolution under Article 13.

D. In the event either Party takes action under this Section 8.2 to maintain compliance with the CIP Standards, each Party will reasonably cooperate with the other Party to identify and implement mutually agreeable lowest cost solutions.

8.3. Separation of Networks. PG&E and Agency shall keep and maintain their computer networks separate, unless and to the extent otherwise approved in writing by an authorized representative of each Party. All networks shall be configured to prevent any shared access port concerns. Shared communication paths shall be secured between PG&E and Agency as appropriate to protect critical information and comply with the CIP Standards. Each Party shall be responsible to communicate the requirements and limitations in this section to its employees and contractors assigned to work on any shared equipment.

8.4. Microwave Equipment. The Parties acknowledge they will each operate and manage their communications equipment between the Colgate Powerhouse Site and Oregon Peak Site in order to assure data separation and comply with the CIP Standards. The Agency has installed microwave T1 circuits for two paths and will operate, manage and partition the related radios to facilitate data separation. PG&E has installed additional channel banks (as shown in Exhibit F) specific to supporting its data and will own and be responsible for operating and maintaining the channel banks.

8.5. Remote Terminal Units. PG&E has provided and implemented and will own, operate, and maintain its own remote terminal units to support data and network separation. The PG&E-installed equipment to separate from Agency-owned remote terminal units also is PG&E-Owned Equipment.

8.6. CIP Standard Compliance. PG&E and Agency shall each separately and wholly maintain compliance with the CIP Standards and applicable federal, state, and local laws and regulations as the CIP Standards, laws, and regulations pertain to their respective personnel, activities and owned facilities.

8.7. Reports. Each Party promptly will provide to the other Party any regulatory reports issued by CAISO, NERC, the Western Electricity Coordinating Council (WECC), or any other regulatory agency or entity with jurisdiction concerning the Party's equipment or operations at any of the Agency Sites. Provided that this provision does not require PG&E to provide any documents that are in violation of a FERC regulation.

8.8. Coordinated Functional Agreements. If either Party requests a Coordinated Functional Registration Agreement (a "CFR") be developed and approved during the term of this Agreement, for the purposes of delineating the Parties' responsibilities for shared equipment under the jurisdiction of NERC, then the other Party will cooperate in the timely preparation, approval and filing of the CFR.

Article IX

Agency Site Access Control

9.1. PG&E Access Rights. PG&E shall have the right to access the PG&E-Owned Equipment on a 24 hours per day, seven days per week, 365 days per year basis. For the Colgate Powerhouse Site, this access is subject to and shall be in accordance with applicable Agency entry and site security standards and procedures. The Agency does not plan to staff the Narrows 2 Powerhouse Site, the Narrows 1 Powerhouse Site and tram, or the Oregon Peak Site on a full-time basis; therefore, if PG&E desires access to those sites, it must give reasonable prior notice to Agency and arrange for an Agency escort to provide access. Under an emergency situation, the Parties will facilitate the needed prompt response to their respective operations. PG&E and its employees, agents, contractors and invitees must adhere to all Agency-approved entry and site security standards and procedures, as the same may be adopted and revised by Agency from time to time; provided, however, that this restriction shall not apply to PG&E access to its easement areas at the Narrows 1 Powerhouse Site that does not require use of the Agency tram at the site. PG&E acknowledges that Agency standards and procedures may include advance notice prior to access, escort by Agency personnel, background security checks for PG&E employees, agents, contractors and invitees, and use of specific personal protective equipment. Agency reserves the right to deny access to any PG&E personnel not following its procedures or who, in Agency's sole reasonable judgment, presents a security or safety risk to Agency personnel or property. PG&E agrees that Agency may change its standards and procedures without advance notice to PG&E, provided that Agency will notify PG&E as soon as practical following any such change.

9.2. Compliance with Agency Standards. PG&E shall ensure that all its employees, agents, contractors and invitees receive and understand the Agency standards and procedures prior to commencement of work at any Agency Site. Agency agrees to provide training on changed or new standards and procedures to PG&E personnel upon request. PG&E will provide to Agency and periodically update as needed a list of authorized PG&E personnel who regularly access one or more of the Agency Sites.

9.3. Reevaluation of Agency Standards. Upon request by PG&E, Agency will meet and confer with PG&E in order to reevaluate the Agency entry and site security standards and procedures in an effort to provide for efficient access and procedures (e.g., to incorporate new technology) while retaining appropriate safety and security.

Article X

Agency-Provided Services and Maintenance of Shared Equipment

10.1. Agency-Provided Services. Agency will provide or arrange for the following services to be provided to the areas of the Agency Sites containing PG&E-Owned Equipment: water supply; wastewater collection and disposal; lighting; garbage pickup and disposal service (but not including any hazardous material or waste handling or disposal); air conditioning; and power supply, as further described below, including 208/120 volt alternating current power. Agency shall allow PG&E personnel reasonable use of restroom facilities. At the Colgate Powerhouse Site, Agency will provide adequate DC power to supply PG&E-Owned Equipment in accordance with applicable Institute of Electrical and Electronics Engineers standards,

including adequate standby DC power supply via a flooded lead acid battery. DC power supply will be utilized by PG&E for annunciation, alarming, relay operation, breaker operation and other protection or operational needs. Agency will perform mandated routine testing of the DC battery system. Agency will be compensated for PG&E's share of routine testing and DC battery system life-cycle replacement under Article 11.

10.2. Control Room Facilities. Agency will furnish power receptacles and a battery exhaust fan in connection with PG&E's use of the Control Room Facilities.

10.3. Communications Equipment.

A. Agency will operate and maintain and, when necessary (as determined by Agency), repair and replace the existing microwave-based telecommunications equipment, repeater, data cables and related facilities at the Agency Sites (the "Communications Equipment"). However, PG&E will be responsible for the repair and replacement of its microwave antennae and other communications-related PG&E-Owned Equipment at the Agency Sites. Agency will permit PG&E employees to use the Communications Equipment (on a shared basis with Agency) for PG&E's voice and data communications in connection with its use of the Agency Sites. PG&E's use of the equipment will be in accordance with the Communications Equipment use and sharing standards, procedures and protocols as may be approved and amended from time to time by Agency.

B. Agency may disconnect or disable the Communications Equipment at any time as deemed appropriate by Agency for operation, maintenance, repair or replacement purposes. Except in emergency or exigent circumstances, Agency will give prior notice to PG&E of any such communications outage.

C. Nothing in this Agreement obligates Agency to install any additional antennae, circuits or channels or other additional or expanded equipment in order to accommodate PG&E's communications-related needs or desires.

10.4. Colgate River Wall. The Parties acknowledge that the Colgate Powerhouse Site and PG&E Parcel are protected by a river wall on the south side of each site between the Parties' structures and equipment and the Yuba River. Agency will be responsible for the maintenance, repair and, if needed (as determined by Agency), subject to Section 11.2, replacement of the river wall.

10.5. Utility Cable Trench. There is a shared-use utility cable trench across the Colgate Powerhouse Site as shown on the attached Exhibit I. Agency will be responsible for the maintenance, repair and, if needed (as determined by Agency), replacement of the shared-use utility cable trench. Each Party will be responsible for the maintenance, repair and, if needed (as determined by the Party), replacement of its cables, wires and conduit in the utility cable trench. The Parties will coordinate prior to the replacement or modification of existing facilities, or installation of any additional facilities, in the utility cable trench and provide a written summary of any changes to the other Party.

10.6. Service Levels. Agency will determine the precise scope and extent of the particular services and maintenance to be provided under this Article 10. Agency will strive to maintain the level of service in effect at April 30, 2016. Agency will operate and maintain and, when necessary (as determined by Agency), repair and replace the service-related

improvements and facilities. Agency shall make good faith efforts to promptly restore service in the event of any breakdown.

10.7. Control Room Backup Power; Backup Generator. The Parties acknowledge that Agency is not responsible for the provision of backup power to the Control Room Facilities.

Article XI

Cost Sharing and Damage Repair

11.1. Annual Payment. Beginning on or before July 31, 2016, and thereafter on or before each July 31 during the term of this Agreement, PG&E will pay Agency an annual payment as PG&E's fair share payment for (i) Agency costs of the maintenance, repair and services provided by Agency under Articles 9 and 10, and (ii) Agency routine and ordinary costs to maintain and repair the Agency Sites and access roads. Agency shall submit an annual invoice to PG&E. The initial annual payment and payment calculation used for this Agreement (for reference purposes) are shown in the attached Exhibit J.

A. Annual Adjustment. Commencing August 1, 2017 and each August 1 thereafter during the term of this Agreement, the annual payment amount will be adjusted to reflect the change, if any, in the cost of living based on the percent change from the previous year in the Consumer Price Index for All Urban Consumers for the west urban area, as reported by the U.S. Bureau of Labor Statistics (or a comparable index if this index becomes unavailable).

B. Reevaluation of Annual Payment. Every 10 years during the term of this Agreement, the Parties will meet and confer to review, discuss and reevaluate the amount of the annual payment in light of Agency's then-current actual costs to maintain and repair the Agency Sites and access roads and provide the services under Articles 9 and 10. If the Parties agree upon a modified annual payment amount, then the Parties will amend this Agreement to reflect such new payment amount. If the Parties dispute and cannot agree upon an appropriate annual payment adjustment, then either Party may pursue dispute resolution under Article 13 to resolve the issue.

11.2. Major Project Expenses. In addition to the annual payments under Section 11.1, PG&E will pay Agency its pro rata fair share of the costs of any major, non-routine and extraordinary capital improvement, repair or replacement project to the extent that PG&E or a portion of the Agency Sites used by PG&E under this Agreement (a "PG&E-Used Area") benefits from or is served by the project (relative to the extent that Agency benefits from or is served by the project). By way of example only (and not as any limitation), the following types of projects would be considered a major, non-routine and extraordinary capital improvement, repair or replacement project that benefits or serves PG&E or a PG&E-Used Area: replacement of the roof on the Colgate Administration and Maintenance Shop Building; replacement or reconstruction of the river wall protecting the Colgate Powerhouse Site; and replacement or reconstruction of the shared-use utility cable trench at the Colgate Powerhouse Site.

A. If Agency plans any such project and desires PG&E cost share participation, it will notify PG&E in writing about (1) the nature, scope, timing and estimated cost of the project, and (2) how and why PG&E or a PG&E-Used Area will benefit from or be served by the project. Upon receipt of any such notification, the Parties promptly will meet and confer to discuss and

negotiate the scope and amount of PG&E's participation in the project. If the Parties agree upon PG&E's fair share amount, then PG&E will pay Agency the agreed-upon amount. If the Parties cannot agree upon PG&E's fair share amount, then either Party may pursue dispute resolution under Article 13.

B. If Agency undertakes any unplanned major, non-routine and extraordinary capital improvement, repair or replacement project (e.g., in response to an emergency or other exigent circumstance) and if Agency contends that PG&E or a PG&E-Used Area benefits from or is served by the project, then Agency may notify PG&E in writing about (a) the nature, scope and cost of the project, (b) how and why PG&E or a PG&E-Used Area benefits from or is served by the project, and (c) Agency's requested payment of PG&E's fair share amount and how that amount was calculated. Upon receipt of any such notification, PG&E either will promptly pay the amount requested or promptly meet and confer with the Agency to discuss and negotiate the scope and amount of PG&E's participation in the project. If the Parties agree upon PG&E's fair share amount, then PG&E will pay Agency the agreed-upon amount. If the Parties cannot agree upon PG&E's fair share amount, then either Party may pursue dispute resolution under Article 13.

11.3. Damage Repair.

A. PG&E agrees to promptly repair (including replacement if necessary) any damage to Agency property, equipment or improvement (including, but not limited to, the access roads to the sites) resulting from or caused by use of the Agency Sites or PG&E Parcel by PG&E or its employee, agent, contractor or invitee; however, Agency reserves the option by giving prompt written notice to PG&E that Agency will repair or replace the damaged property, equipment or improvement itself and charge PG&E for the actual and reasonable cost and expense of the repair or replacement. If PG&E fails to promptly make any repair or replacement (or fails to make arrangements with Agency for it to undertake the repair or replacement at PG&E's cost), then Agency, upon at least 20 days prior written notice and demand to PG&E, may cause the damaged property to be repaired or replaced. In this event, PG&E will pay to Agency the actual and reasonable cost and expense of the repair or replacement that Agency performs on PG&E's behalf. Agency will submit an itemized invoice to PG&E accompanied by bills or other supporting documentation for the repair or replacement costs.

B. Agency agrees to promptly repair (including replacement if necessary) any damage to PG&E property, equipment or improvement resulting from or caused by Agency or its employee, agent, contractor or invitee at the Agency Sites or PG&E Parcel; however, PG&E reserves the option by giving prompt written notice to Agency that PG&E will repair or replace the damaged property, equipment or improvement itself and charge Agency for the actual and reasonable cost and expense of the repair or replacement. If Agency fails to promptly make any repair or replacement (or fails to make arrangements with PG&E for it to undertake the repair or replacement at Agency's cost), then PG&E, upon at least 20 days prior written notice and demand to Agency, may cause the damaged property to be repaired or replaced. In this event, Agency will pay to PG&E the actual and reasonable cost and expense of the repair or replacement that PG&E performs on Agency's behalf. PG&E will submit an itemized invoice to Agency accompanied by bills or other supporting documentation for the repair or replacement costs.

11.4. Sharing Labor or Equipment.

A. If, upon request by PG&E, Agency provides labor or equipment to assist PG&E or support or service any PG&E-Owned Equipment, then PG&E will reimburse Agency for the labor and equipment costs incurred by Agency. Agency may submit an invoice to PG&E on a quarterly basis for reimbursement of any such costs.

B. If, upon request by Agency, PG&E provides labor or equipment to assist Agency or support or service any Agency-Owned Equipment, then Agency will reimburse PG&E for the labor and equipment costs incurred by PG&E. PG&E may submit an invoice to Agency on a quarterly basis for reimbursement of any such costs.

11.5. Invoices. Each Party agrees to pay undisputed amounts in invoices submitted under this Article 11 within 30 days from the date of receipt of the invoice, unless, within thirty (30) days of receipt of an invoice, the receiving Party makes and transmits to the invoicing Party specific exception disputing all or a portion of the invoice. If PG&E disputes a portion of an invoice, and to the extent the invoice requires PG&E to pay certain amounts to Agency, PG&E shall nevertheless pay any undisputed portion of that invoice within the time specified. If Agency disputes a portion of an invoice, and to the extent the invoice requires Agency to pay certain amounts to PG&E, Agency shall nevertheless pay any undisputed portion of that invoice within the time specified. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Interest Rate, such interest to be calculated from and including the due date to, but excluding, the date the delinquent amount is paid in full. "Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15 (519) or its successor publication.

Article XII

Indemnification and Liability

12.1. PG&E Indemnity and Release.

A. PG&E will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless Agency and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) PG&E's entry upon or use of the Agency Sites; (b) PG&E's operation, maintenance, repair or replacement of the PG&E-Owned Equipment; (c) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by some act or omission of PG&E or a PG&E employee, agent, contractor or invitee; or (d) PG&E's failure to perform or otherwise comply with any provision of this Agreement.

B. PG&E waives, releases, discharges and promises not to sue Agency, or its officers, employees and agents, from and for any and all claim, liability, loss, damage, expense, fine, penalty, or cost arising out of or in connection with (a) damage to or destruction of any PG&E-Owned Equipment or other PG&E equipment or personal property used in connection with the Agency Sites, (b) any injury to or death of any PG&E employee while on an Agency Site or access road to an Agency Site, (c) service or assistance provided by Agency under this

Agreement (including any work or service provided by Agency under Section 4.5, 6.1, 6.2, 11.4 or 14.14) or the alleged failure to provide adequate or satisfactory service or assistance, or (d) PG&E's use of or inability to use the Communications Equipment.

C. However, the foregoing indemnity, waiver and release will not apply to the extent that any loss or damage was caused by the gross negligence or willful misconduct of Agency.

12.2. Agency Indemnity and Release.

A. Agency will, to the maximum extent permitted by law, indemnify, defend, protect and hold harmless PG&E and its officers, employees and agents from and against any claim, liability, loss, damage, expense, fine, penalty, and cost (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) Agency's operation, maintenance, repair or replacement of the Agency-Owned Equipment; (b) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused by some act or omission of Agency or an Agency employee, agent, contractor or invitee; or (c) Agency's failure to perform or otherwise comply with any provision of this Agreement.

B. Agency waives, releases, discharges and promises not to sue PG&E, or its officers, employees and agents, from and for any and all claim, liability, loss, damage, expense, fine, penalty, or cost arising out of or in connection with (a) damage to or destruction of any Agency equipment or personal property used on the PG&E Parcel, (b) any injury to or death of any Agency employee while on the PG&E Parcel, or (c) service or assistance provided by PG&E under this Agreement (including any work or service provided by PG&E under Section 4.5, 11.4 or 14.14) or the alleged failure to provide adequate or satisfactory service or assistance.

C. However, the foregoing indemnity, waiver and release will not apply to the extent that any loss or damage was caused by the gross negligence or willful misconduct of PG&E.

12.3. No Consequential Damages. In the event of a claim by one Party against the other Party arising out of or in connection with the performance or non-performance of the Party's obligations under this Agreement, whether such claim is based on contract, tort, negligence, warranty or other legal theory, the Party will not be liable to the claimant-Party or obligated in any manner to pay to the claimant-Party any special, incidental, consequential, punitive, exemplary and/or indirect damages, lost profits and/or other business interruption damages. This waiver of damages applies only to disputes and claims as between the Parties, and it does not apply to or limit the scope of a Party's indemnity obligation under this Article 12 in the event a third party seeks special, incidental, consequential or punitive damages.

12.4. Subrogation. Upon making any indemnity payment, the Party making the payment shall, to the extent of such indemnity payment, be subrogated to all rights of the other Party against any third party in respect of the matter to which the indemnity payment relates, provided that (i) the Party making the payment is in compliance with its obligations under this Agreement in respect of such matter, and (2) until the Party receiving the payment recovers full payment for its indemnified loss, any and all such subrogated claims are hereby made expressly subordinated and subjected in right of payment to the rights of the Party receiving the payment against such third party.

Article XIII

Dispute Resolution

13.1. Intent of the Parties. Except as provided in Section 14.11, the sole procedures to resolve any dispute arising out of or relating to this Agreement are the dispute resolution procedures set forth in this Article 13.

13.2. Management Negotiations.

A. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement by prompt negotiations between the representatives of the Parties that the Parties have appointed for this purpose (each such representative is referred to as a "Manager"). Each Party will appoint its Manager by written notice to the other Party within 15 days after the Effective Date, and each Party may change its Manager any time thereafter by written notice to the other Party. Either Manager may request a meeting, which will be held in person or telephonically, to initiate discussions within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place, and such meeting may include Executives. If the Managers do not resolve the matter within fifteen (15) Business Days after their first meeting (the "Initial Negotiation End Date"), then the Managers will refer the matter to the designated senior officials of their respective organizations (the "Executives"), who will have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date (the "Referral Date"), each Party will provide the other Party written notice confirming the referral and identifying the name and title of the Executive who will represent the Party. The Parties intend that the Manager and the Executive be two different people, however, the Parties agree that Agency may appoint its General Manager to be its Manager, and then to be its Executive, under this subsection.

B. Within five (5) Business Days after the Referral Date, the Executives will establish a mutually acceptable location and date to meet, which date will not be more than thirty (30) days after the Referral Date. After the initial meeting date, the Executives will meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

C. All communication and writings exchanged between the Parties in connection with these negotiations will be deemed confidential and subject to the confidentiality provisions of this Agreement. All such communication and writings will be subject to the legal limitations on admissibility of settlement documents.

D. If the matter is not resolved within forty-five (45) days after the Referral Date, or if the Party receiving the written request to meet, pursuant to Section 13.2(A), refuses or does not meet within the ten (10) Business Day period specified in Section 13.2(A), either Party may request mediation of the dispute under Section 13.3.

13.3. Mediation. If the dispute is not resolved by the negotiation process described in Section 13.2, then either Party may request mediation. A request for mediation must be either accepted or rejected in writing by the other Party within ten (10) days of its receipt of the request. If no response is provided within such ten (10) day period, the request will be deemed to be rejected. If mediation is agreed to by both Parties, then, unless the Parties agree on other procedures to govern the mediation, the mediation will be conducted by an individual selected

by the Parties who has experience in mediation and expertise in the field of the dispute, and the location of the mediation sessions will alternate between the business offices of the two Parties unless otherwise agreed among the Parties. The mediator will not have the authority to require, and neither Party may be compelled to engage in, any form of discovery in connection with the mediation. Each Party will pay half of the costs of the mediator and the administrative fees of the mediation proceeding, and each Party will bear its own costs, expenses and attorney fees for the mediation proceeding. If within sixty (60) days after the date on which the Parties agreed to mediate, or with such longer period to which the Parties mutually agree, the mediation does not result in resolution of the dispute, then either Party may pursue the judicial remedies described in Sections 13.4 and 13.5.

13.4. Judicial Reference. If any dispute arising under this Agreement is not resolved under Section 13.2 or Section 13.3, then either Party may file an action for judicial resolution of the dispute in the Sacramento County Superior Court. Except as provided in Section 13.5, the Parties agree that, as authorized by California Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each Party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action, except that either Party may pursue its remedies under Section 13.5 and both Parties will have rights to appeal the final judgment entered pursuant to Code of Civil Procedure section 644, subdivision (a).

A. The Party initiating the Superior Court action will, at the same time it files its complaint in the action, also file a written motion for appointment of a single referee.

B. Appointment of a referee (the "Referee") by the court will be governed by Code of Civil Procedure section 640, and subject to objection by either Party as provided by Code of Civil Procedure section 641. No active or retired judge of the Yuba County Superior Court or the San Francisco County Superior Court will be qualified to be a referee in any action concerning this Agreement.

C. The Referee will have the discretion to order depositions of witnesses to the extent the Referee deems such discovery relevant and appropriate. Depositions will be limited to a maximum of three (3) per Party unless otherwise permitted by the Referee for good cause shown, and will be held within thirty (30) days of the making of a request. Each deposition will be limited to a maximum of six (6) hours duration unless the Referee, for good cause shown, authorizes longer or additional depositions. All objections made during these depositions will be reserved for the Referee's final decision. The Referee also will have discretion to order the Parties to exchange relevant documents.

D. The Referee's statement of decision will be in writing (stating the decision of the Referee and the reasons therefor) and will be filed for entry of judgment by the court under Code of Civil Procedure section 644, subdivision (a).

E. The Referee will make his or her statement of decision within nine (9) months of the date of the filing of the motion to appoint the Referee, and the Referee will agree to comply with this schedule before accepting appointment.

F. Each Party will pay half of the costs of the Referee and the administrative fees of the reference proceeding, and each Party will bear its own costs, expenses and attorney fees

for the reference proceeding. The Referee will be authorized in his or her discretion to grant pre-award and post-award interest.

G. The Referee will have the authority to grant a dispositive motion before or after the commencement of discovery, if the Referee concludes that there is no material issue of fact and that the moving party is entitled to judgment as a matter of law. The Referee will have the authority, in his or her discretion, to set a briefing and hearing schedule for any such motion.

13.5. Provisional Remedies. Notwithstanding Sections 13.1 through 13.4, either Party may file and pursue an action in the Sacramento County Superior Court, and, in that action, file a request to the court to issue a temporary restraining order, preliminary injunction or similar provisional remedy that is appropriate under this Agreement and applicable law. If such an action is filed and any request for provisional remedy is made, then the court will have the authority to hear and decide all aspects of any request for a provisional remedy and any request to amend a provisional remedy ordered by the court, and Section 13.4 will apply to all other matters in the action.

Article XIV

General Provisions

14.1. Successors and Assigns. Neither Party may assign or transfer any of its rights, duties, obligations or other interests in this Agreement without the other Party's prior written consent. Any assignment or transfer in violation of this provision is null and void.

14.2. Entire Agreement.

A. The Parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

B. This Agreement supplements the PG&E Easement Agreements, YCWA Easement Agreement, the Army Easement, the Telecommunication Lease, and Large and Small Generator Interconnection Agreements among the Parties and the CAISO, and the Parties will comply with all agreements. If there is any irreconcilable conflict between this Agreement and a PG&E or YCWA Easement Agreement, the Easement Agreement will govern. If there is any irreconcilable conflict between this Agreement and the respective Generator Interconnection Agreements, the respective Generator Interconnection Agreement will govern. If there is any irreconcilable conflict between this Agreement and the Army Easement or Telecommunications Lease, respectively, the Army Easement or Telecommunications Lease, respectively, will govern.

14.3. Construction and Interpretation. The Parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in construing or interpreting this Agreement.

14.4. Notice and Cure. In the event a Party intends to terminate this Agreement due to a breach of a material term of this Agreement by the other Party, the non-breaching Party must first provide written notice to the other Party of such breach, and the other Party will have thirty (30) days from receipt of notice to cure or dispute such breach as provided in Article 13, or, in the event of a breach that would reasonably require more than thirty (30) days to cure, the other Party will have commenced such cure or dispute within such thirty (30) day period, and completed such cure with due diligence and no later than within one hundred eighty (180) days of the original notice. If the Party receiving the notice fails to cure the breach within the applicable time period, then the other Party may proceed to terminate the Agreement under Article 2. However, if the Party receiving the notice timely disputes the breach under this section and Article 13, then the other Party may not proceed to terminate the Agreement under Article 2 until after the Parties have exhausted the dispute resolution process through the mediation step under Section 13.3. If, following mediation and Agreement termination, a Party objects to or disputes the right to terminate the Agreement, then the Party may pursue its judicial remedies under Section 13.4.

14.5. Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

14.6. Amendment. This Agreement may be modified or amended only by a later writing approved and signed by both Parties. Amendment by Agency requires the approval of its Board of Directors at a noticed public meeting.

14.7. Force Majeure. Neither Party hereto will be liable in damages for failure to perform any of its obligations under this Agreement to the extent such Party has exercised Reasonable Efforts to prevent and cure such failure and to the extent such failure results from any cause or condition which is beyond its reasonable control and not caused by its negligence or willful misconduct, including any such cause or condition which is an unavoidable accident, terrorist act, act of God, fire, riot or war, or by any stoppage of or impairment in the flow of water except to the extent such stoppage or impairment results from a breach by such Party of its obligations under this Agreement (each, a "Force Majeure"). The Party seeking to be excused from performance of this Agreement as a result of a Force Majeure will give the other Party written notice of the Force Majeure event as soon as reasonably practicable but in all cases within fourteen (14) days of obtaining knowledge of such event. Such notice will include detail sufficient to provide the other Party a reasonable understanding of the nature and extent of the Force Majeure to the extent such detail is available. Failure to provide notice within fourteen (14) days constitutes a waiver of a claim of Force Majeure with respect to losses and obligations which accrue before the time notice is actually given. This Section 14.7 will not excuse a failure to perform caused by (i) breakage or malfunction of equipment or facilities (except to the extent that such failure was caused by an event that would otherwise be excused under the first sentence of this Section 14.7), (ii) a strike, work stoppage or labor dispute limited only to the Party seeking the excuse or any third party employed by it, (iii) lack of funds or change in economic circumstance, or (iv) shortage or unavailability of labor. For the purposes of this Section 14.7, "Reasonable Efforts" means the efforts that are reasonable to undertake on a reasonable time frame, with due consideration of the totality of the business relationship of the Parties, the financial and technical resources available, the business expertise and historical practices of the Parties, and industry practice in comparable situations.

14.8. Severability and Unenforceability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, by any arbitrator, court and/or as a result of legislative actions, this holding and/or action shall be strictly construed and the remaining parts of this Agreement will continue in full force and effect and be fully binding, provided that each Party still receives the benefits of this Agreement. To the extent permitted by law, the Parties waive any provision of law that renders any provision of this Agreement prohibited and/or unenforceable in any respect, provided that such waiver extends only to the extent necessary to cure the unenforceability of the prohibited or unenforceable provision.

14.9. No Joint Venture. This Agreement does not create, is not intended to create, and should not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability as between the Parties.

14.10. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights and/or remedies under and/or by reason of this Agreement on any person and/or entity other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve and/or discharge the obligation and/or liability of any third party to any Party, nor give any third party any right of subrogation and/or action against any Party.

14.11. Governing Law. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California applicable to contracts made and performed in this State without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law.

14.12. Consent to Jurisdiction. Subject to the following sentence, each Party consents to the exclusive jurisdiction and venue of the Sacramento County Superior Court for any judicial action subject to Article 13. For any action for which there is federal-court jurisdiction, each Party consents to the jurisdiction of the United States District Court for the Eastern District of California, and Sections 13.4 and 13.5 will not apply to such action. Each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of these courts and waives any defense of forum non conveniens.

14.13. Confidentiality.

A. Neither Party shall disclose to other persons or entities information provided to it by the other Party with respect to the subject matter of this Agreement and identified by the other Party in writing as confidential at the time of disclosure. Neither Party shall be required to maintain the confidentiality of any information which is available to it independently of its disclosure by the other Party.

B. If a Party is required to disclose confidential information in order to satisfy an obligation pursuant to applicable statute, regulation, rule or valid order of any competent governmental authority ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts: (i) to notify the other Party prior to disclosing the confidential information and (ii) prevent or limit such disclosure and insure that confidential information is only disclosed publicly to the extent required by law. After using such reasonable efforts, the disclosing Party shall not be prohibited from complying with a Disclosure Order or liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential

information. Except as provided in the preceding sentence, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. PG&E acknowledges that Agency, as a public entity, is subject to the California Public Records Act ("CPRA"). In addition to the foregoing, Agency shall provide timely written notice to PG&E of any request for disclosure under the CPRA of any documents related to the performance of this Agreement. If PG&E requests that Agency deny any such CPRA request, PG&E shall indemnify, defend and pay all defense costs and hold the Agency harmless for any and all loss incurred by Agency because of its denial of the CPRA request.

C. Notwithstanding the provisions in Subsection (B) above, the Parties are permitted to disclose information related to the negotiation of this Agreement as follows: (i) to PG&E's Procurement Review Group, as defined in California Public Utilities Commission ("CPUC") Decision (D) 02-08-071, subject to a confidentiality agreement, (ii) to the CPUC (including CPUC staff) under seal for purposes of review (if such seal is applicable to the nature of the confidential information), (iii) to any Independent Evaluator, as defined and specified in the PG&E RPS Solicitation Protocol dated May 11, 2011 ("Protocol"), and (iv) to FERC (including FERC staff) in a redacted form agreed to by the Parties.

D. This Section 14.13 shall apply to disclosures of information by one Party to the other prior to the Effective Date as if it had been effective on the date of the disclosure and as if the disclosing Party had identified the information as confidential at the time of disclosure.

14.14. Further Assurances and Cooperation.

A. The Parties acknowledge that it will be in each of their best interests to closely cooperate and coordinate in the ongoing shared use of the Agency Sites and PG&E Parcel under this Agreement. Each Party will use reasonable and good faith efforts to assist, support and cooperate and coordinate with the other Party in furtherance of their shared objectives under this Agreement. The Parties agree that Agency will not have any obligation to assist PG&E with any work within the PG&E 60kV switchyard or on related 60kV PG&E Owned-Equipment. The Parties also will execute, acknowledge and deliver such additional documents, instruments and/or assurances and take such other actions as will be necessary and/or reasonable to implement their obligations under this Agreement.

B. Additionally, with the expiration of the Power Purchase Contract and transition of Colgate and Narrows 2 Powerhouse responsibilities to Agency, PG&E agrees to cooperate in good faith and work with Agency staff in support and implementation of the orderly transition and transfer of the operations and administration from PG&E to the Agency, including the transfer of documents and records relating to Colgate or Narrows 2 operations, administration or improvements, and answering transition-related questions.

C. Unless otherwise explicitly stated herein, all instances of consent by a Party under this Agreement will not be unreasonably withheld, conditioned or delayed.

14.15. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, or (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

| | |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency: General Manager Yuba County Water Agency 1220 F Street Marysville, CA 95901 | PG&E: Senior Director, Transmission/Substation M&C Pacific Gas and Electric Company 245 Market Street P.O. Box 770000 San Francisco, CA 94177 |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, or (c) on the date of delivery as shown on the overnight courier service receipt. Any Party may change its contact information by notifying the other Party(ies) of the change in the manner provided above.

14.16. Exhibits. The Exhibits to this Agreement are integral parts of this Agreement to the same extent as if they were set forth in the main body of this Agreement.

14.17. Captions. The captions of the various Articles, Sections and Exhibits of this Agreement have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Agreement.

14.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

14.19. Authority to Execute Agreement. Each person executing this Agreement represents that he or she has the authority to execute it on behalf of the Party for whom he or she is executing it.

YUBA COUNTY WATER AGENCY

Dated: Jul 7, 2020

By: *Willie Whittlesey*
Willie Whittlesey (Jul 7, 2020 11:37 PDT)
 Curt Aikens
 General Manager

PACIFIC GAS & ELECTRIC CO.

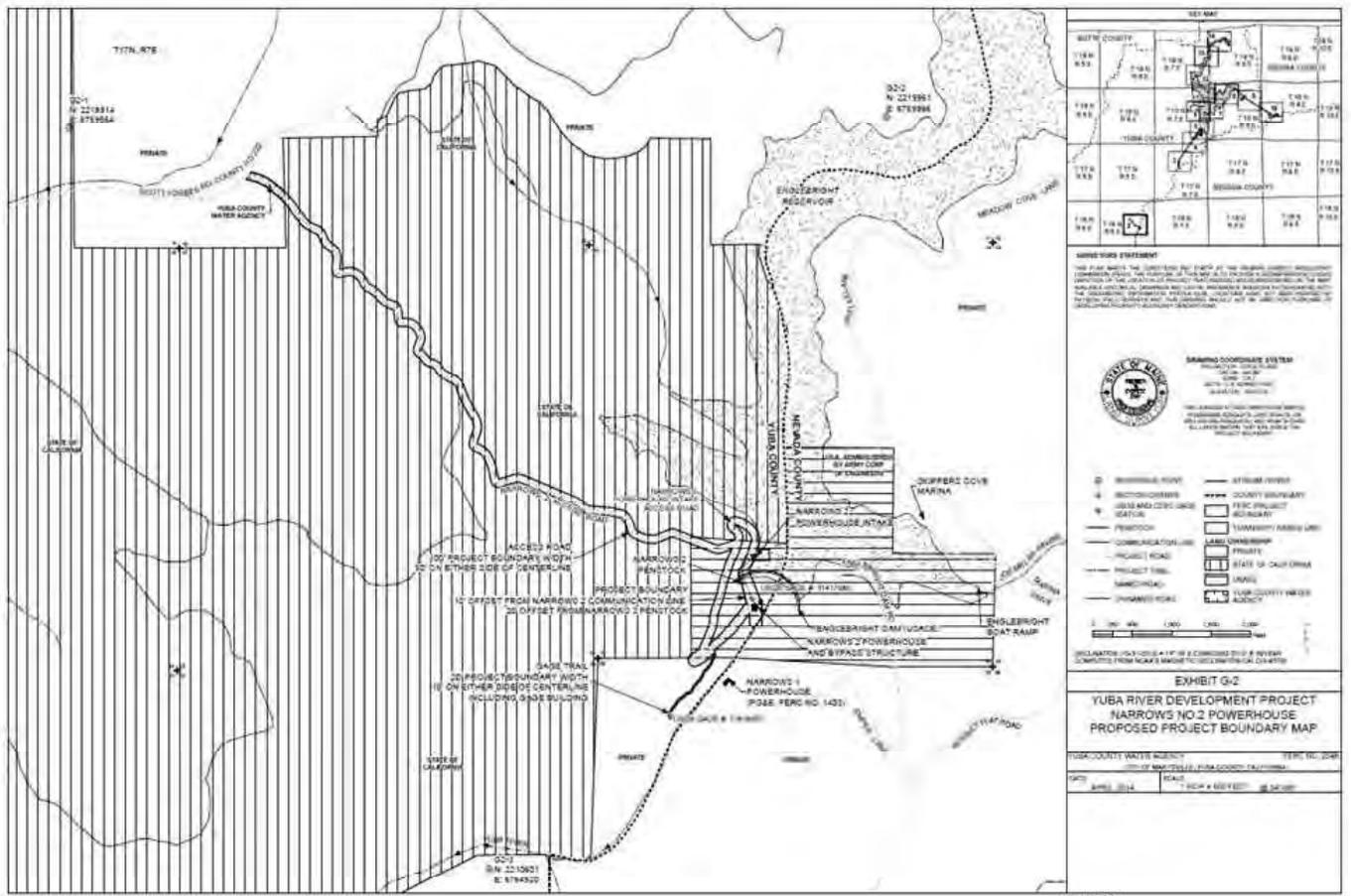
Dated: Jul 6, 2020

By: *Ronald Richardson*
Ronald Richardson (Jul 6, 2020 08:42 PDT)
 Ron Richardson
 Sr. Dir., Transmission/Substation M&C

Exhibit A
Description of Colgate Powerhouse Site

The parcel of land described as Parcel One in the deed from Pacific Gas and Electric Company to Yuba County Water Agency dated September 4, 1968, and recorded on October 1, 1968 in Book 473 at page 352, Official Records of Yuba County.

Exhibit B-1 Depiction of Narrows 2 Powerhouse Site



**Exhibit B-2
Depiction of Narrows 1 Powerhouse Site
(from Grant Deed)**



Ex. C, Part 2 - PG&E-owned microwave antennae at Oregon Peak Site (nos. 4 and 7 as shown below)

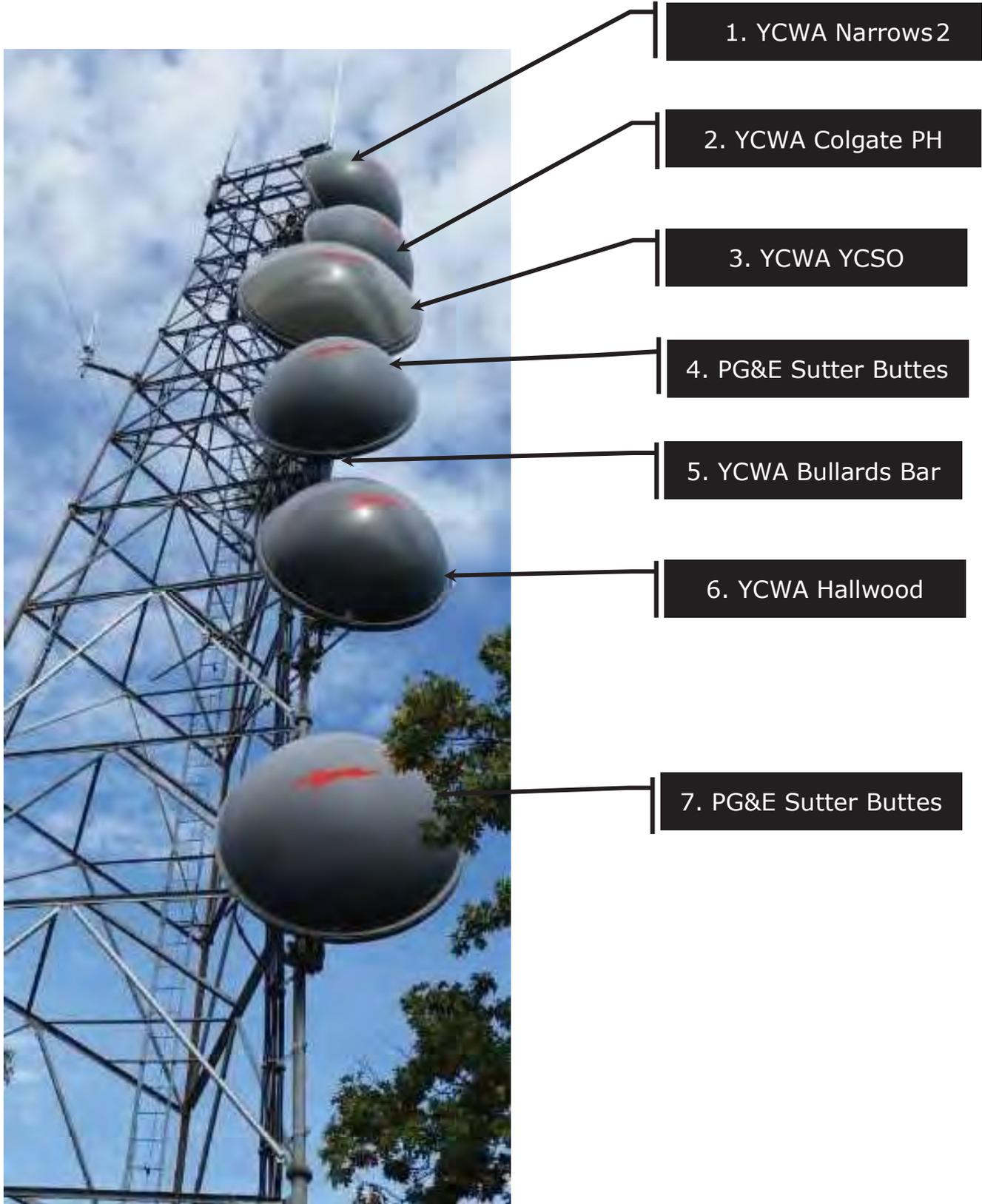


Exhibit E
Description of PG&E-Owned Equipment

| Facility | Location | Description | Purpose |
|----------------------|------------------|--------------------------------------------------------------------|------------------|
| Colgate Control Room | Panel 7C | 230kV HVCB 222 Ammeter | Indication |
| Colgate Control Room | Panel 7C | Colgate – Rio Oso Ammeter | Indication |
| Colgate Control Room | Panel 7C | Palermo – Colgate Ammeter | Indication |
| Colgate Control Room | Panel 7C | 230kV HVCB 212 Ammeter | Indication |
| Colgate Control Room | Panel 7C | Colgate – Rio Oso Watt/VAR/Volt Meter | Indication |
| Colgate Control Room | Panel 7C | Palermo – Colgate Watt/VAR/Volt Meter | Indication |
| Colgate Control Room | Panel 8C | SW 272 Multifunction | Indication |
| Colgate Control Room | Panel 8C | SW 272 Watt/VAR | Indication |
| Colgate Control Room | Panel 8C | SW 262 Watt/VAR | Indication |
| Colgate Control Room | Panel 8C | SW 262 Multifunction | Indication |
| Colgate Control Room | Panel 8C | SW 262 and SW 272 Control Switches and all related control devices | Control |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 212 Watt/VAR Transducer | Indication |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 222 Watt/VAR Transducer | Indication |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 212 Voltage Transducer | Indication |
| Colgate Control Room | Back of Panel 8C | 230kV HYCB 222 Voltage Transducer | Indication |
| Colgate Control Room | Panel 9C | Transformer Bank 3 60kV Amps meter | Indication |
| Colgate Control Room | Panel 9C | Transformer Bank 3 60kV Watt/VAR meter | Indication |
| Colgate Control Room | Panel 9C | Voltmeter | Indication |
| Colgate Control Room | Panel 9C | Frequency 13.8kV – 230kV | Indication |
| Colgate Control Room | Back of Panel 9C | 230kV HYCB 262 Watt/VAR Transducer | Indication |
| Colgate Control Room | Back of Panel 9C | 230kV HYCB 272 Watt/VAR Transducer | Indication |
| Colgate Control Room | Panel 9C | Annunciator #6 and all inputs | Annunciation |
| Colgate Control Room | Panel 9C | SW 82 Control Switch and all related control devices | Control |
| Colgate Control Room | Panel 10R | Set B Transformer Bank 3 Diff & OC Tripping Relay. Device 94TB-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Lockout Relay. Device 86T-T3 | Protective relay |

| Facility | Location | Description | Purpose |
|----------------------|-----------------|---------------------------------------------------------------------------|------------------|
| Colgate Control Room | Panel 10R | Set A Transformer Bank 3 Diff & OC Tripping Relay. Device 94TA-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Set A Transformer Bank 3 Diff & OC Tripping Relay. Device 94TAA-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 230kV Side Phase OC Relay. Device 211T-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Set A Transformer Bank 3 Differential Relay. Device 11TA-T3. | Protective relay |
| Colgate Control Room | Panel 10R | Set B Transformer Bank 3 Differential Relay Device 11TB-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Overcurrent Relay. Device 11TT-T3 | Protective relay |
| Colgate Control Room | Panel 10R | 60kV SPS Input Output Module. Device 211LSPS | Communication |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Fault Pressure Auxiliary Target Relay. Device 63TYX-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Fault Pressure Auxiliary Relay. Device 63TX-T3 | Protective relay |
| Colgate Control Room | Panel 10R | Transformer Bank 3 Fault Pressure Target Relay. Device 63TY-T3 | Protective relay |
| Colgate Control Room | Panel 10R | All test switches related to PG&E equipment on Panel 10R. | Testing |
| Colgate Control Room | Panel 9R | 230kV HVCB 212 Auxiliary Relay. Device 252XXX-1 | Protective relay |
| Colgate Control Room | Panel 9R | 230kV HVCB 262 Auxiliary Relay. Device 252XXX-3 | Protective relay |
| Colgate Control Room | Panel 9R | 230kV HVCB 222 Auxiliary Relay. Device 252XXX-2 | Protective relay |
| Colgate Control Room | Panel 9R | 230kV HVCB 272 Auxiliary Relay. Device 252XXX-4 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-1 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-3 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-2 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Auxiliary Relay. Device 250/262BFX-4 | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-1. Breaker 212. | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-3. Breaker 262. | Protective relay |

| Facility | Location | Description | Purpose |
|----------------------|-----------------|------------------------------------------------------------------|------------------|
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-2. Breaker 222. | Protective relay |
| Colgate Control Room | Panel 9R | Breaker Failure Relay. Device 250/262BF-4. Breaker 272. | Protective relay |
| Colgate Control Room | Panel 9R | Device 252XXX-1. | Protective Relay |
| Colgate Control Room | Panel 9R | Device 252XXX-2. | Protective Relay |
| Colgate Control Room | Panel 9R | All test switches related to PG&E equipment on Panel 9R. | Testing |
| Colgate Control Room | Panel 8R | OCB SW 262 Reclosure Relay. Device 279-3. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 262 Synchronism Check Relay. Device 225-3. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Reclosure Relay. Device 279-4. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Synchronism Check Relay. Device 225-4. | Protective Relay |
| Colgate Control Room | Panel 8R | Palermo 230kV Line Undervoltage Relay. Device 227I-3. | Protective Relay |
| Colgate Control Room | Panel 8R | Rio Oso 230kV Line Undervoltage Relay. Device 227I-4. | Protective Relay |
| Colgate Control Room | Panel 8R | Rio Oso 230kV Line. Device 227T-2. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 262 Reclosure Auxiliary Relay. Device 279Z-3. | Protective Relay |
| Colgate Control Room | Panel 8R | 60kV Transformer Undervoltage Relay. Device 27T-3. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Reclosure Auxiliary Relay. Device 279Z-4. | Protective Relay |
| Colgate Control Room | Panel 8R | 60kV Transformer Undervoltage Relay. Device 27T-4. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 262 Auxiliary Relay. Device 252X-3. | Protective Relay |
| Colgate Control Room | Panel 8R | Palermo 230kV Line Time Undervoltage Relay. Device 227T-1. | Protective Relay |
| Colgate Control Room | Panel 8R | OCB SW 272 Auxiliary Relay. Device 252X-4. | Protective Relay |
| Colgate Control Room | Panel 8R | Palermo 230kV Line Undervoltage Auxiliary Relay. Device 227TX-1. | Protective Relay |
| Colgate Control Room | Panel 8R | Rio Oso 230kV Line Undervoltage Auxiliary Relay. Device 227TX-2. | Protective Relay |
| Colgate Control Room | Panel 8R | Spare Relay - Alston | Protective Relay |
| Colgate Control Room | Panel 8R | Spare Relay - Westinghouse | Protective Relay |
| Colgate Control Room | Panel 8R | Spare Relay - GE | Protective Relay |
| Colgate Control Room | Panel 8R | All test switches related to PG&E equipment on Panel 8R | Testing |

| Facility | Location | Description | Purpose |
|---------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Colgate Control Room | Panel 7R | Set A 230kV Line Distance & Overcurrent Relay. Device 221/267NA-1. | Protective Relay |
| Colgate Control Room | Panel 7R | Set B 230kV Line Distance & Overcurrent Relay. Device 221/267NB-1. | Protective Relay |
| Colgate Control Room | Panel 7R | Set A 230kV Line Distance & Overcurrent Relay. Device 221/267NA-2. | Protective Relay |
| Colgate Control Room | Panel 7R | Set B 230kV Line Distance & Overcurrent Relay. Device 221/267NB-2. | Protective Relay |
| Colgate Control Room | Panel 7R | Communications Processor SEL-2020. Device No. 95 | Communication |
| Colgate Control Room | Panel 7R | All control, test and cutout switches related to PG&E equipment on Panel 7R. | Testing |
| Colgate Control Room | Panel 6S | DEV. 250/262BF-1 and -2 isolation trip C/OUT switches | Isolation Switches |
| Colgate Control Room | Panel 8S | Colgate/ Rio and Palermo/ Colgate line AUX relays | Protective relay |
| Colgate Control Room | Panel 8S | Transformer #3 Current Shorting/ Test Switches. | Isolation Switches |
| Colgate Control Room | Panel 9S | DEV. 250/262BF-1,-2,-3 and -4 isolation trip C/OUT switches | Isolation Switches |
| Colgate Control Room | Panel 9S | HVCB 262 & 272 Current Shorting/ Test Switches. | Isolation Switches |
| Colgate Control Room | Carrier Panel | Power Line Carrier Transmitter and Receiver. Device 285-1. Colgate/Palermo 230kV Line. | Communication |
| Colgate Control Room | Carrier Panel | Power Line Carrier Transmitter and Receiver. Device 285-2. Colgate/Rio Oso 320kV Line. | Communication |
| Colgate Com Room | Rack 7 | Channel Banks | Communication |
| Colgate Switch Yard | Line side of Switch 213 | All structures, bus work, supports, conductors, insulators, lattice tower, and other equipment related to the 230kV system. | Transmission |
| Colgate Switch Yard & 60kV switchyard | Cable Trench | All PG&E control, indication, and power conductors. Any additional PG&E equipment currently in use. | Control, indication, power and/or other uses unknown. |

| Facility | Location | Description | Purpose |
|-------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Colgate Switch Yard | Between Switches 213 and 223 | CB 262 and 272 and associated disconnect switches. Also including all structures, bus work, supports, conductors, insulators, lattice tower, and other equipment related to the 230kV system. | Transmission |
| Colgate Switch Yard | Line side of Switch 223 | All structures, bus work, supports, conductors, insulators, lattice tower, and other equipment related to the 230kV system. | Transmission |
| Colgate Switch Yard | Originating between CB262 and 272. | Transformer Bank 3 and all structures, bus work, supports, conductors, insulators and other equipment related to the 230kV and 60kV system. | Transmission |
| Colgate Admin Building | PG&E leased 60kV control room | All equipment inside the dedicated space leased to PG&E from YWCA as the 60kV control room. | 60kV Switchyard operations |
| 60kV Switch Yard | Initiating above PG&E 60kV switchyard and ending at river | Culvert used to divert natural water flows directly into the river (under the 60kV switchyard and Admin Bldg access road) | Flood control / 60kV Switchyard maintenance |
| Narrows #2 Switch Yard | At base of Microwave repeater | SCADA Communication Equipment. Smartville Sub. Narrows Sub. RT SCADA Repeater (GE model P70 Transnet repeater). | Communication |
| Narrows #2 Control Room | Com Equipment Area | Channel Bank-remaining circuit has SCADA data for switches in the field (brought to N2 via Radio). | Communication |
| Narrows #2 Control Room | Com Equipment Area | Colgate to N2 Transfer Trip Receiver (RFL-6745) | Communication |
| Narrows #1 Control Room | Com Equipment Area | Colgate to N1 Transfer Trip Transceiver (DEV 298-NAR1) | Communication |
| Oregon Peak | Com room | Transmission SCADA equipment for data from field switches (GE model P70 repeater) | Communication |
| Oregon Peak | Com room | Channel Bank | Communication |
| Oregon Peak | Com room | Constellation 8T Radio. Oregon Peak to Sutter Buttes. | Communication |
| Oregon Peak | Com room | Net Guardian | Communication |
| Oregon Peak | Com room | Cisco Router | Communication |
| Oregon Peak | Com room | 2 Wilmore 48V DC to DC Converters (will be removed once YWA upgrades their power board) | Communication |
| Oregon Peak | Battery/Gen Room | Remote Alarm Monitoring | Communication |

PG&E Communication Circuits

T1 Circuits:

| Circuit # | Description |
|------------------|------------------------------|
| 212713 | Oregon Peak to Colgate |
| 212714 | Oregon Peak to Narrows 2 PH |
| 204453 | Sutter Buttes to Oregon Peak |
| 209481 | WAN T1 (No DSO Sub-circuits) |

DS0 Sub Circuits of each T1:

212713 Oregon Peak to Colgate

| Circuit # | Description |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 103923 | Colgate PH - Table Mt. Hydro SCADA (PGE 60KV EMS) |
| 207118 | Colgate PH - Wise PH, Hydro SCADA (water flow and elevation data) |
| 207118-A | Narrows #2 - Colgate PH - Wise PH, Hydro SCADA |
| 207118-C | Narrows #1 PH - Colgate - Wise PH, SCADA |
| 213294 | Colgate PH - Table Mt. Hydro EMS |
| YC0020 | Colgate PH - Narrows #2, 60Kv, DTT, (YCWA), 2 way circuit, (Rxonly) 1500Hz, 1620Hz, 2360Hz (CB's: Colgate 22 Narrows 22) |

212714 – Oregon Peak to Narrows 2 PH

| Circuit # | Description |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 103924 | Narrows PH #1 - Table Mt. Hydro SCADA |
| 206081 | Narrows #2 PH (YCWA) - Table Mt Sub, Transmission SCADA - Low elevation SCADA repeaters |
| 207118-A | Narrows #2 - Colgate PH - Wise PH, Hydro SCADA |
| 207118-C | Narrows #1 PH - Colgate - Wise PH, SCADA |
| 215268 | Smartville Sub (60Kv) – Narrows PH #1, DTT, (CB's: Smartville 32, Narrows 12) |
| R04C106 | Narrows PH #1 - Table Mtn Sub (ODN EMS SFGO), EMS Node #04 RTU R106 |
| YC0020 | Colgate PH - Narrows #2, 60Kv, DTT, (YCWA), 2 way circuit, (Rxonly) 1500Hz, 1620Hz, 2360Hz (CB's: Colgate 22 Narrows 22) |

204453 Sutter Buttes to Oregon Peak

| Circuit # | Description |
|-------------------------|-----------------------------------------------------------------------------------------|
| 103923 | Colgate PH - Table Mt. Hydro SCADA (PGE 60KV EMS) |
| 103924 | Narrows PH #1 - Table Mt. Hydro SCADA |
| 206081 | Narrows #2 PH (YCWA) - Table Mt Sub, Transmission SCADA - Low elevation SCADA repeaters |
| 206083 | Oregon Pk (YCWA) - Table Mt. Sub, Transmission SCADA - Low elevation SCADA repeaters |
| 207118 | Colgate PH - Wise PH, Hydro SCADA (water flow and elevation data) |
| 213294 | Colgate PH - Table Mt. Hydro EMS |
| 215268 | Smartville Sub (60Kv) – Narrows PH #1, DTT, (CB's: Smartville 32, Narrows 12) |
| 99683 | Wise PH - Colgate PH, Hydro SCADA – <i>retired in May of 2016</i> |
| R04C106 | Narrows PH #1 - Table Mtn Sub (ODN EMS SFGO), EMS Node #04 RTU R106 |

Exhibit F
Depiction of PG&E-Owned Equipment

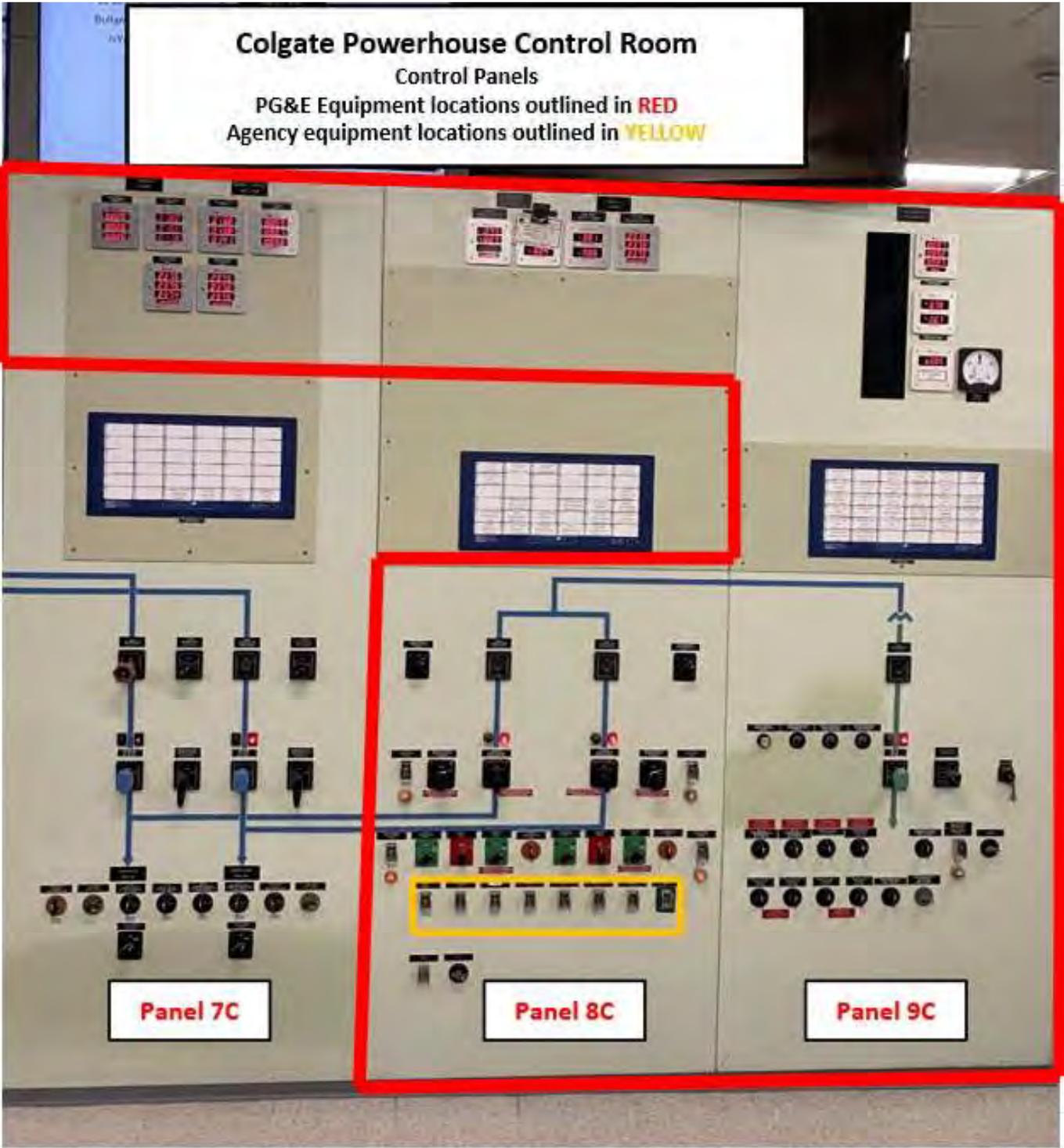


Exhibit F

Colgate Powerhouse Control Room

Swing Panel 95

PG&E Equipment locations outlined in **RED**
Agency equipment locations outlined in **YELLOW**



Exhibit F

Colgate Powerhouse Control Room

Swing Panel 8S

PG&E Equipment locations outlined in **RED**
Agency equipment locations outlined in **YELLOW**



Exhibit F

Colgate Powerhouse Control Room

Swing Panel 6S (SW 96, 97, 59, 60)

PG&E Equipment locations outlined in **RED**



Exhibit F



Exhibit F

Colgate Powerhouse Control Room
125V DC Distribution Panel No2 – Exterior
PG&E Equipment locations outlined in **RED**

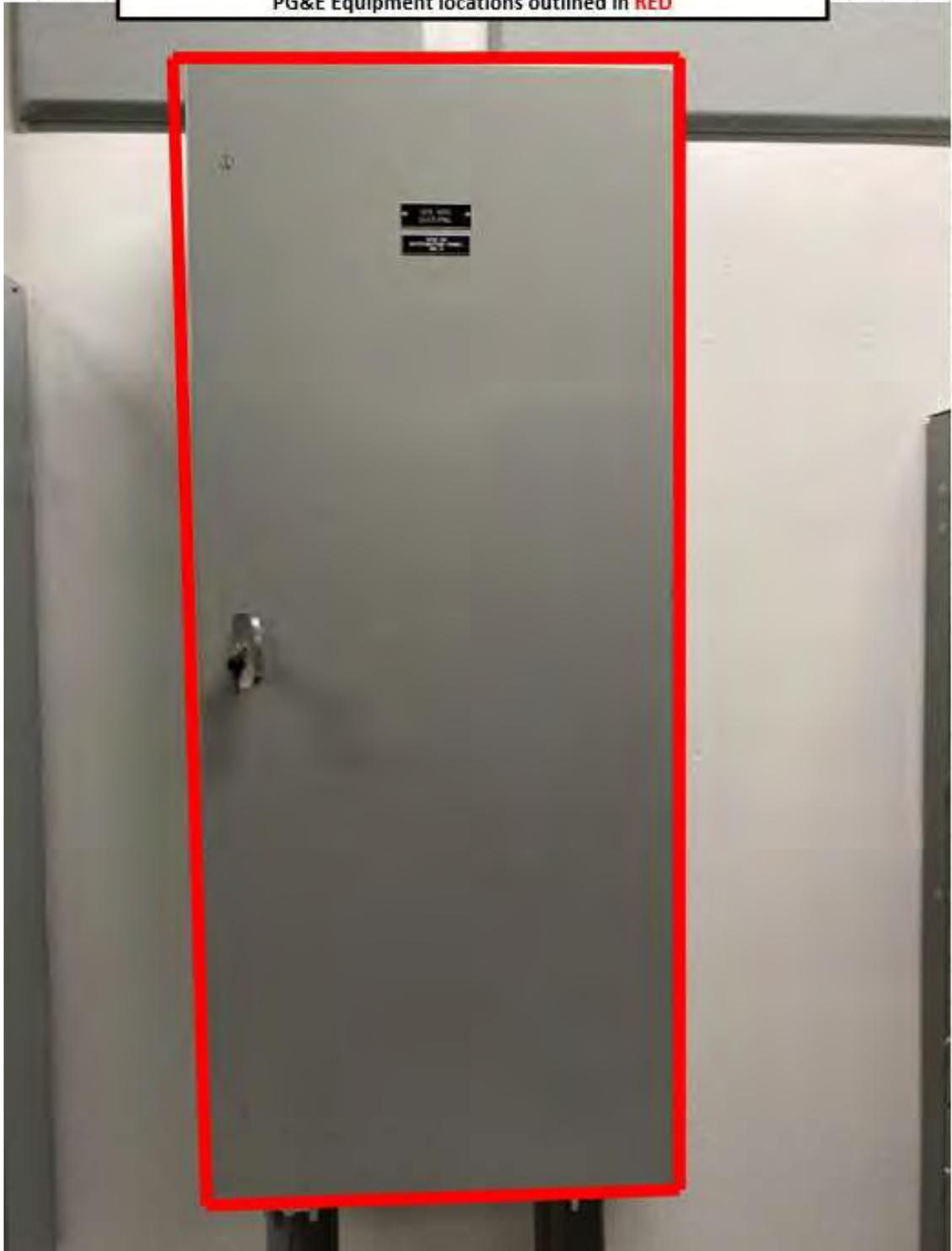


Exhibit F

Colgate Powerhouse Control Room
125V DC Distribution Panel No2 – Interior
All breakers in Panel No2 belong to PG&E

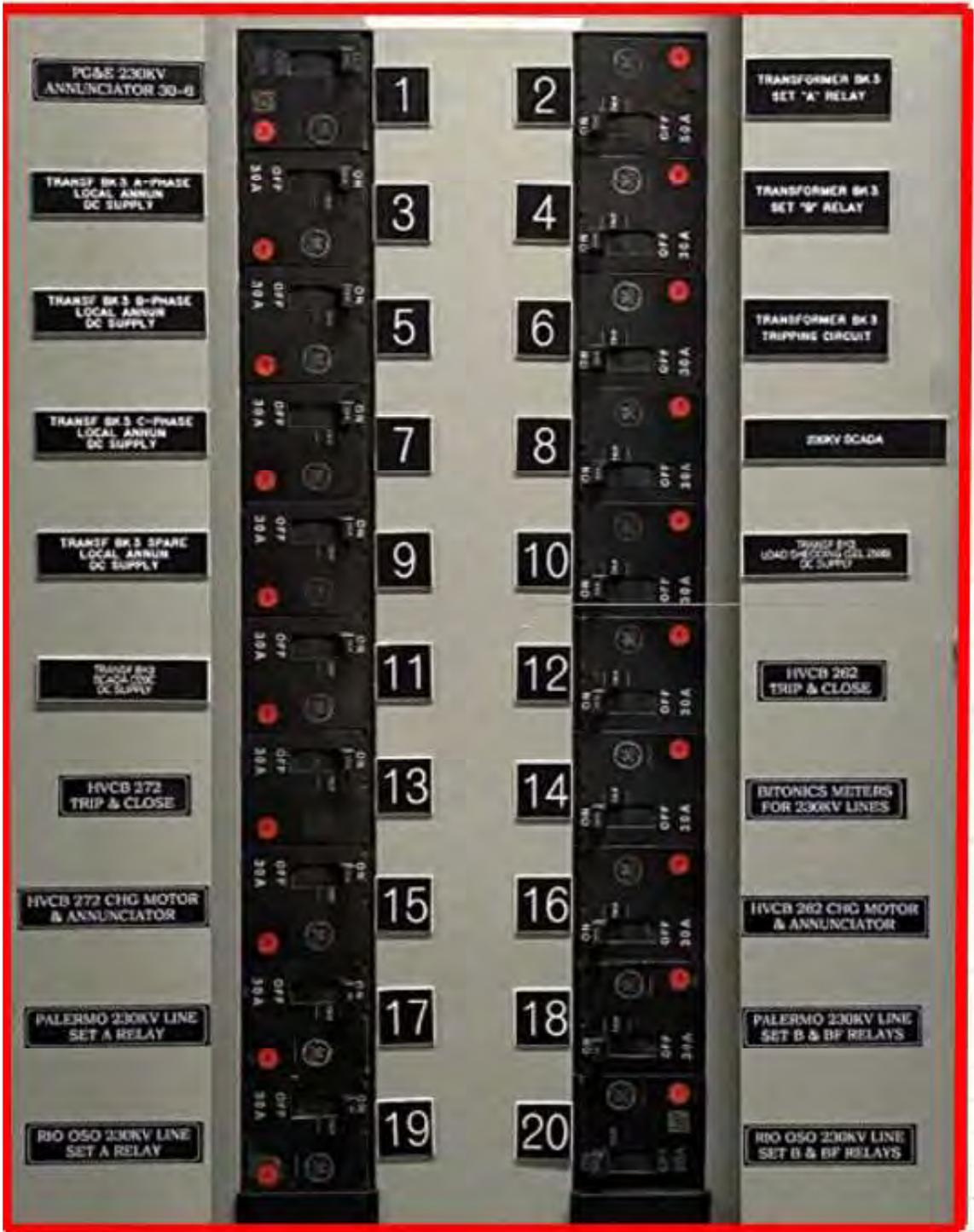


Exhibit F

Colgate Powerhouse Control Room
Pilot High Speed Power Line Carriers
PG&E Equipment locations outlined in **RED**



Exhibit F

Colgate Powerhouse Control Bldg – Communication Room
PG&E owned Channel Bank

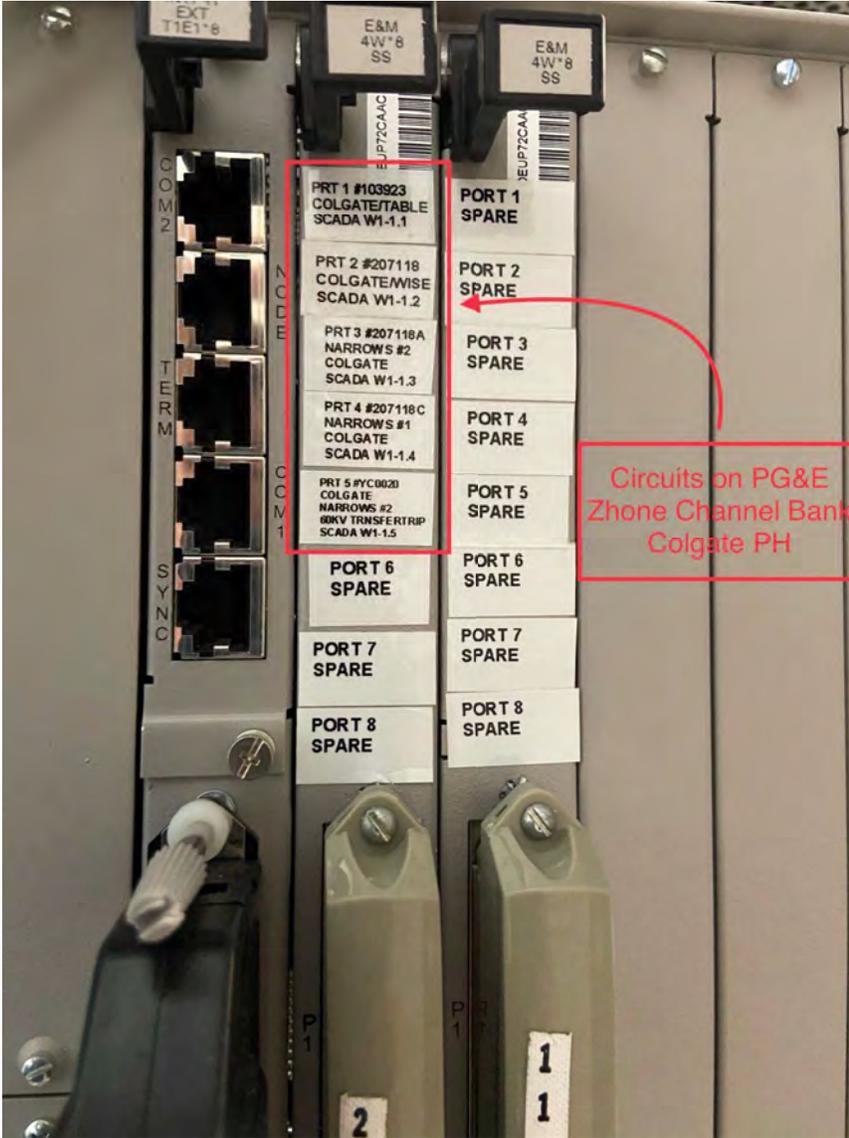


Exhibit F

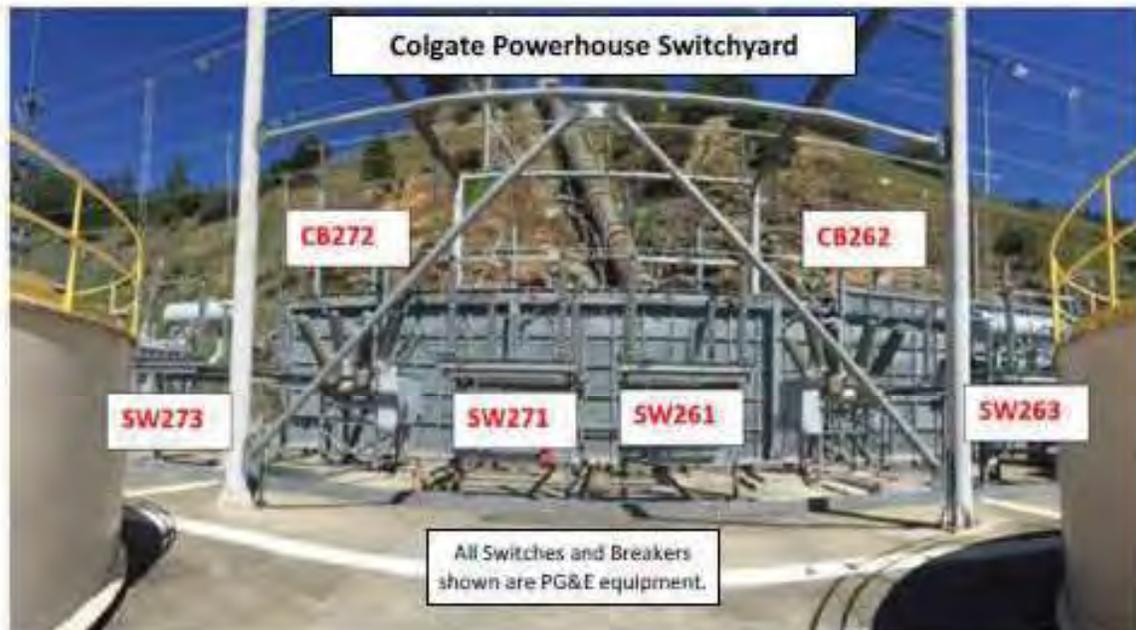
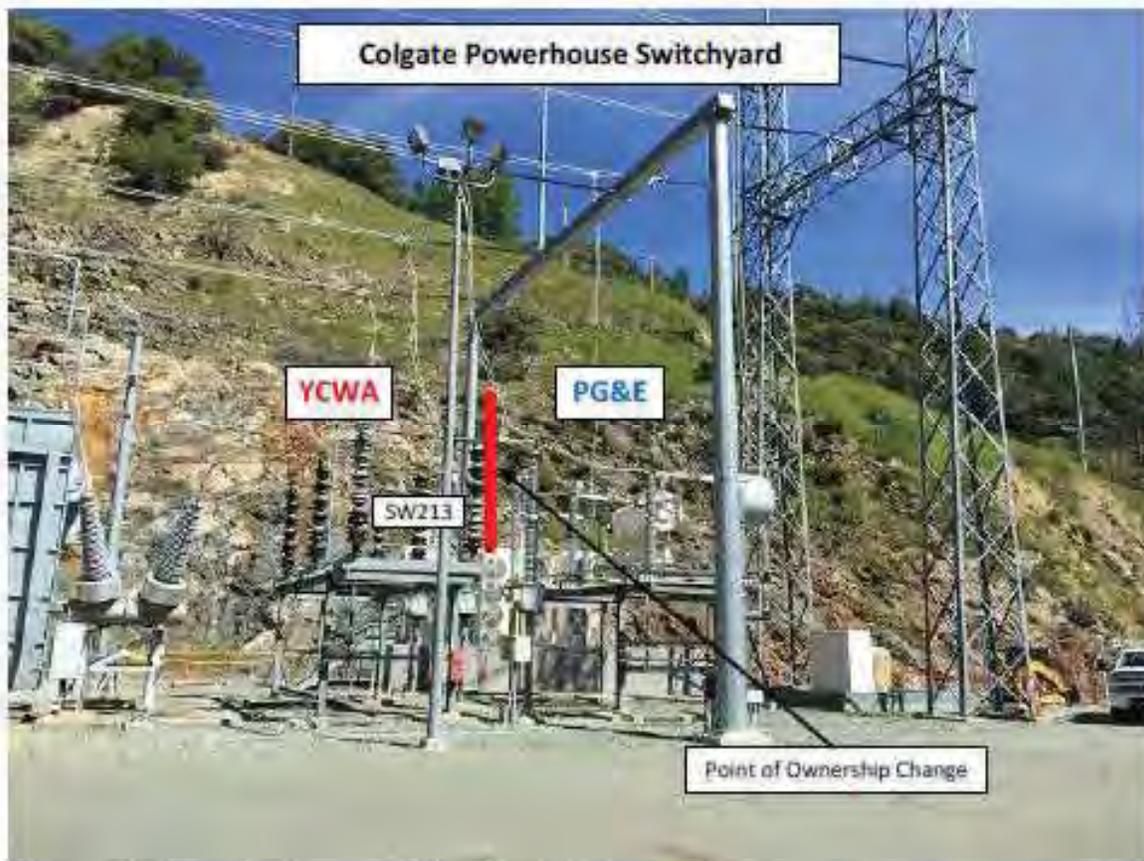
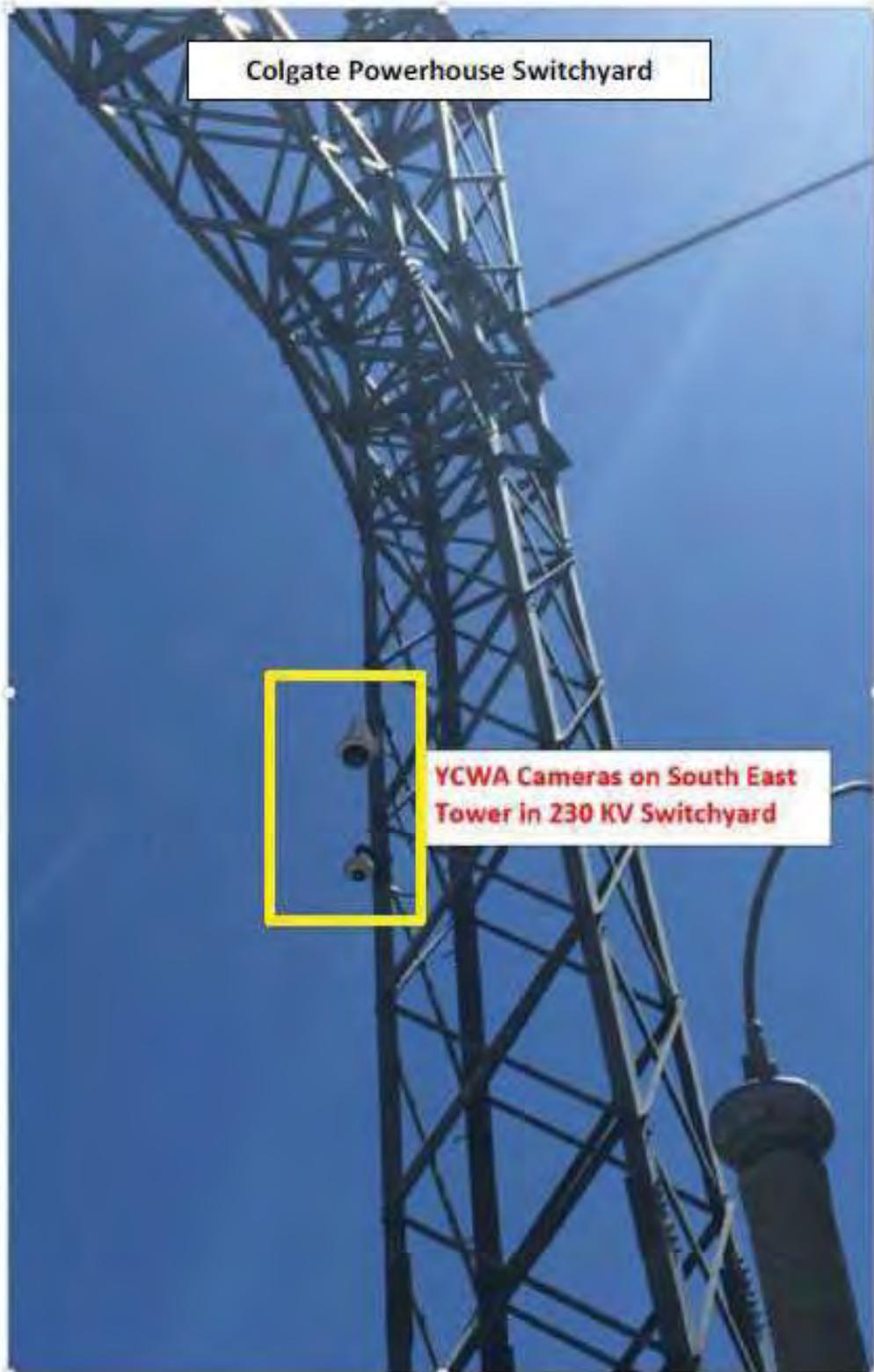


Exhibit F



Colgate Powerhouse Switchyard



YCWA Cameras on South East Tower in 230 KV Switchyard

Exhibit F

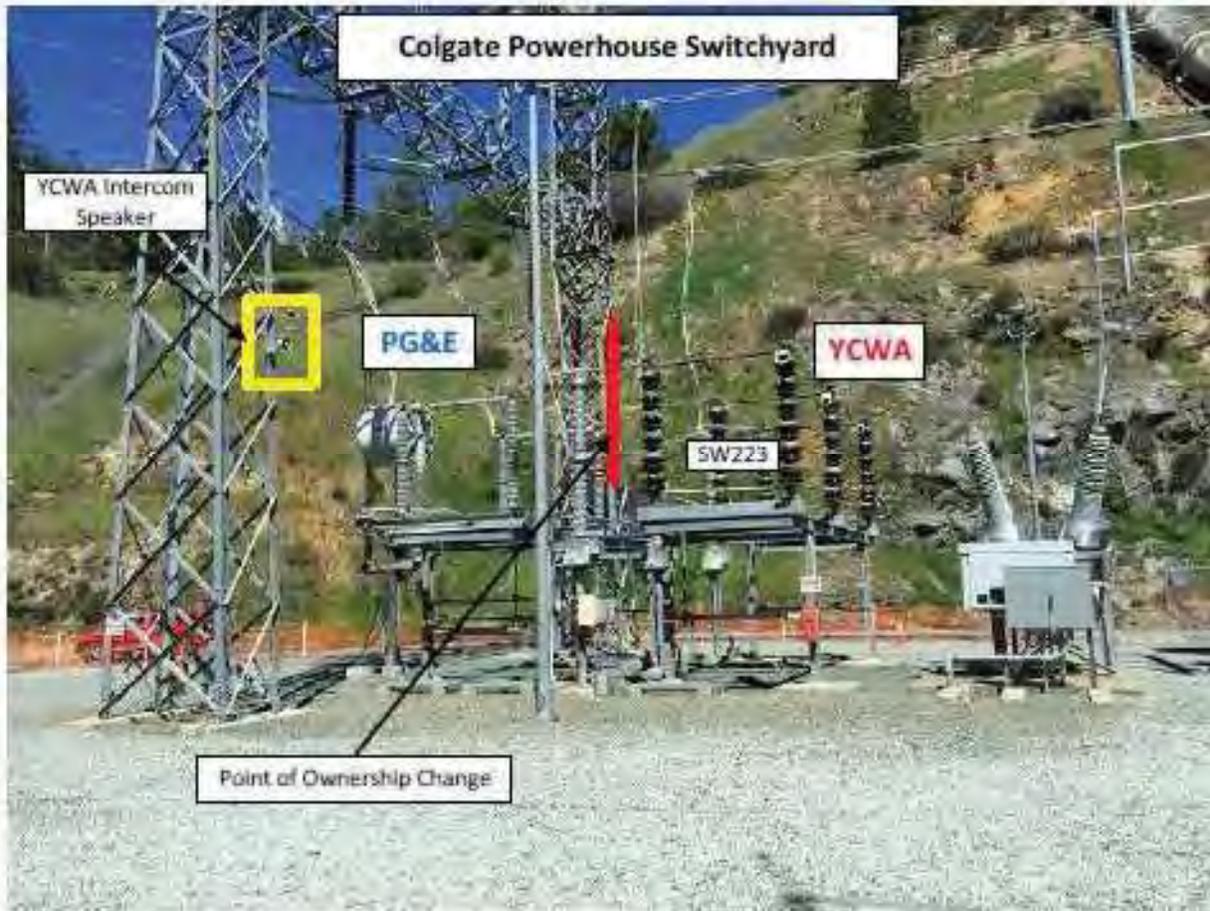


Exhibit F

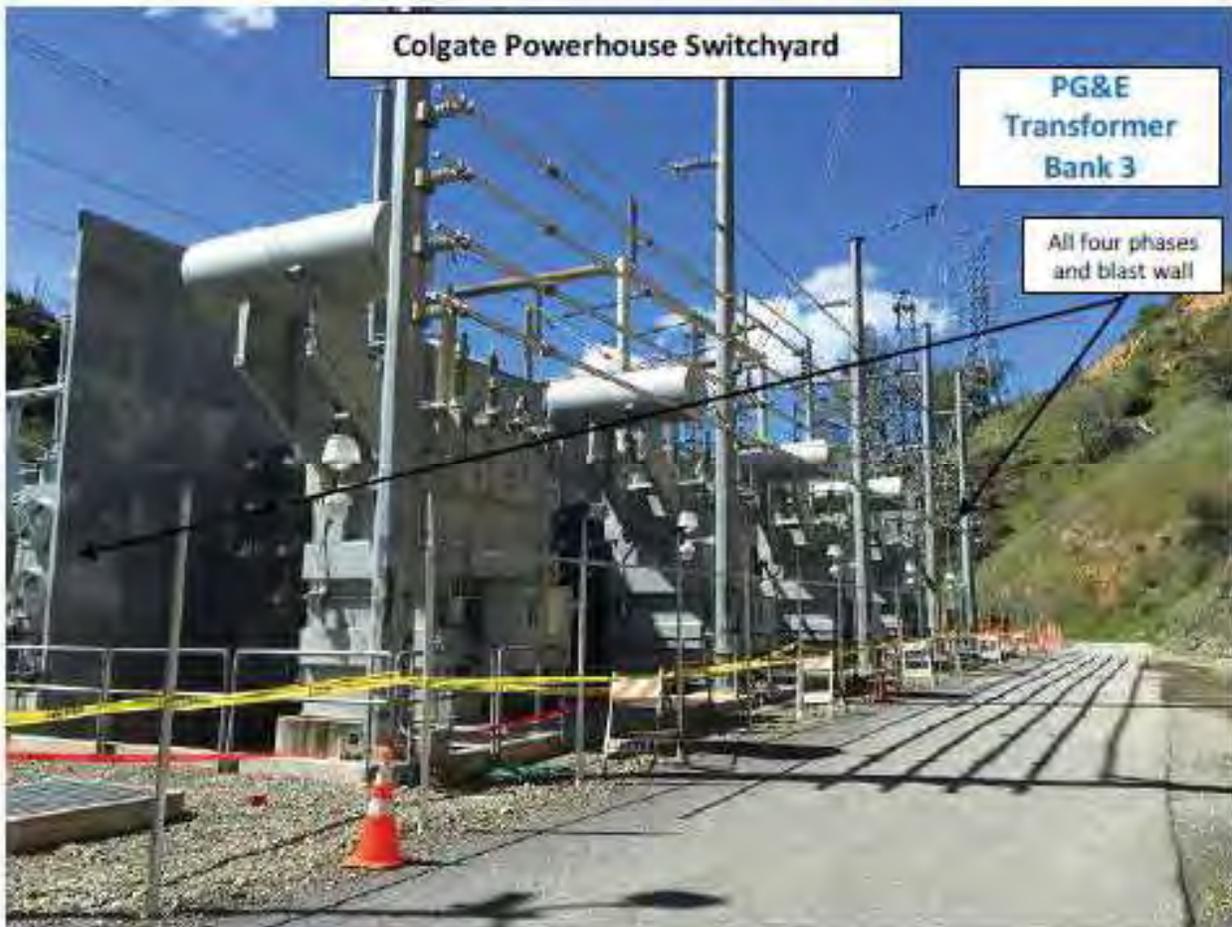


Exhibit F

**Colgate Powerhouse 60kV Switchyard
Drainage System**

PG&E Culvert starts above 60kV switchyard and ends at river



Exhibit F

Narrows 1 Powerhouse Control Room

Direct Transfer Trip Transceiver (DEV 298-NAR1)
PG&E owned equipment locations outlined in RED



Exhibit F

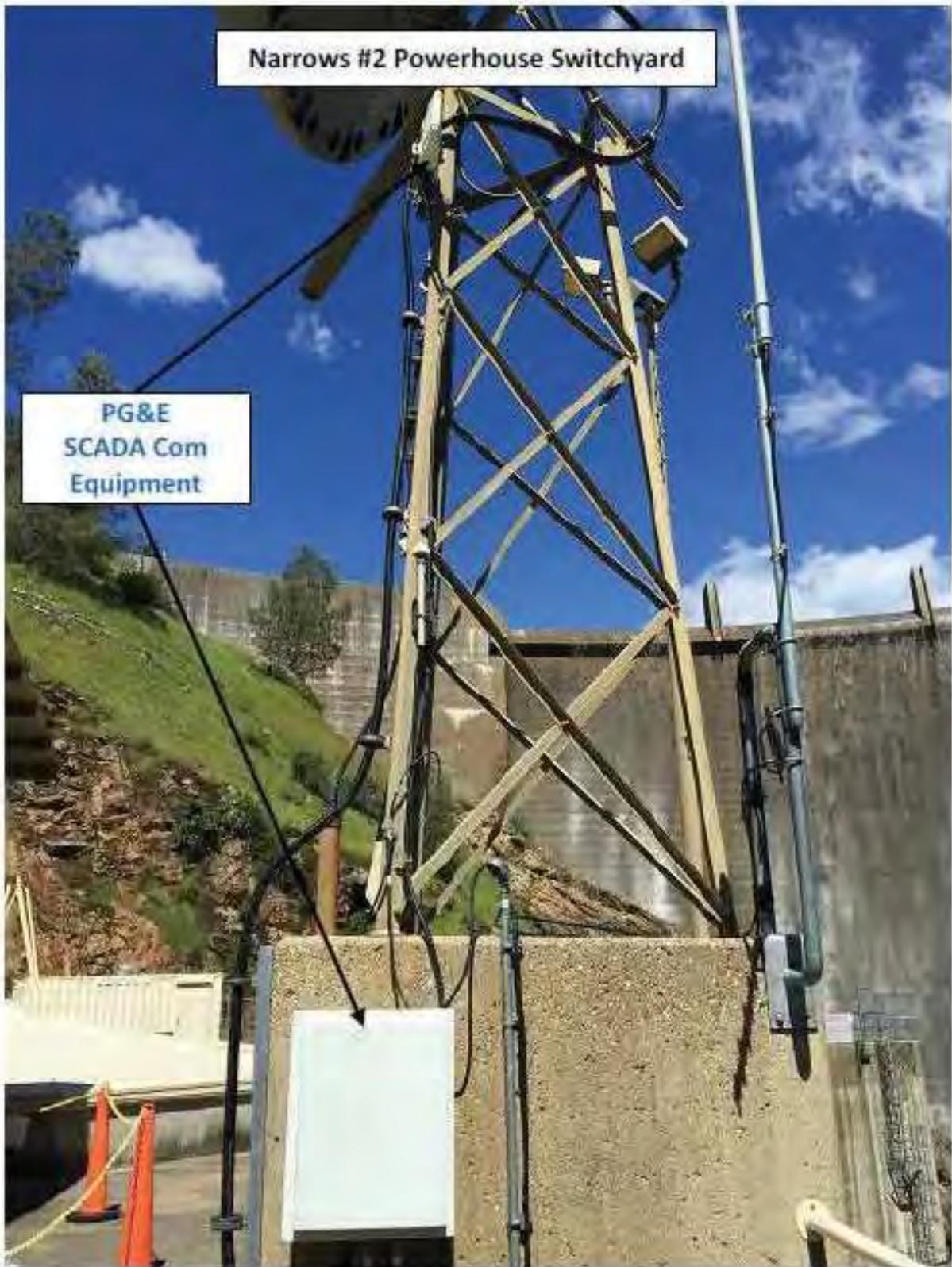


Exhibit F

Narrows 2 Powerhouse Control Room

Transfer Trip Receiver (RFL-6745)

PG&E Equipment locations outlined in RED

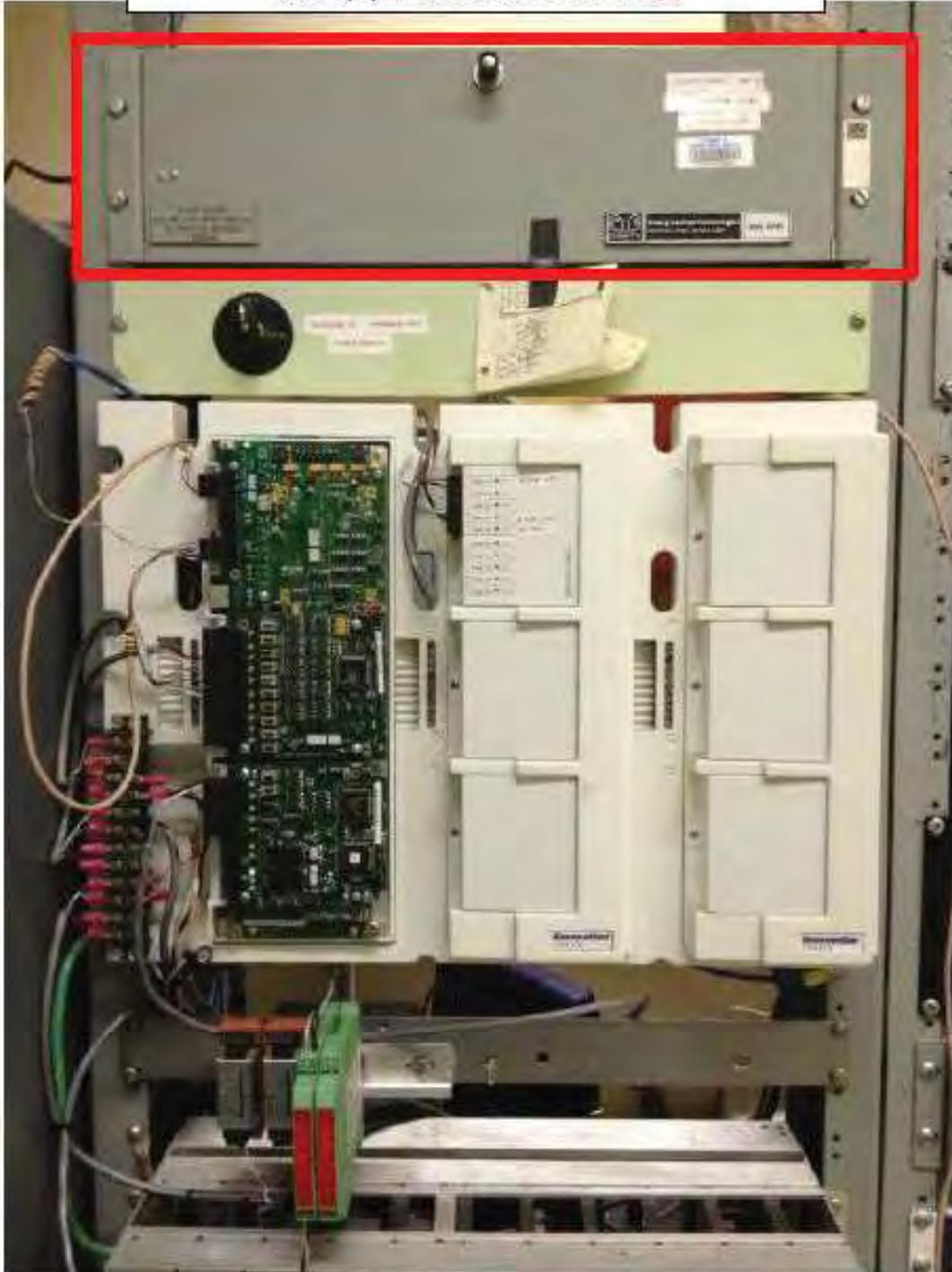


Exhibit F

**Narrows 2 Powerhouse
PG&E owned Channel Bank**

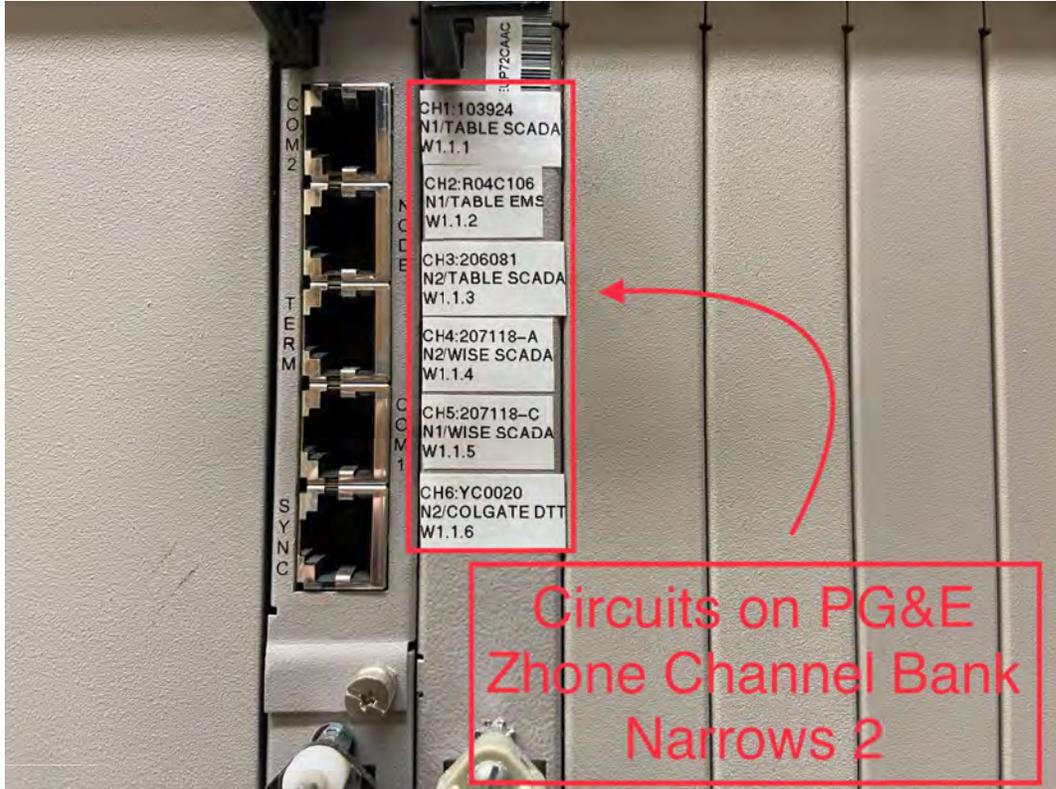


Exhibit F

Oregon Peak
PG&E owned Channel Bank



Circuit on PG&E
Zhone Channel Bank
Oregon Peak



PG&E Zhone Channel Bank
Oregon Peak

Exhibit F

Oregon Peak
PG&E owned equipment locations outlined in RED

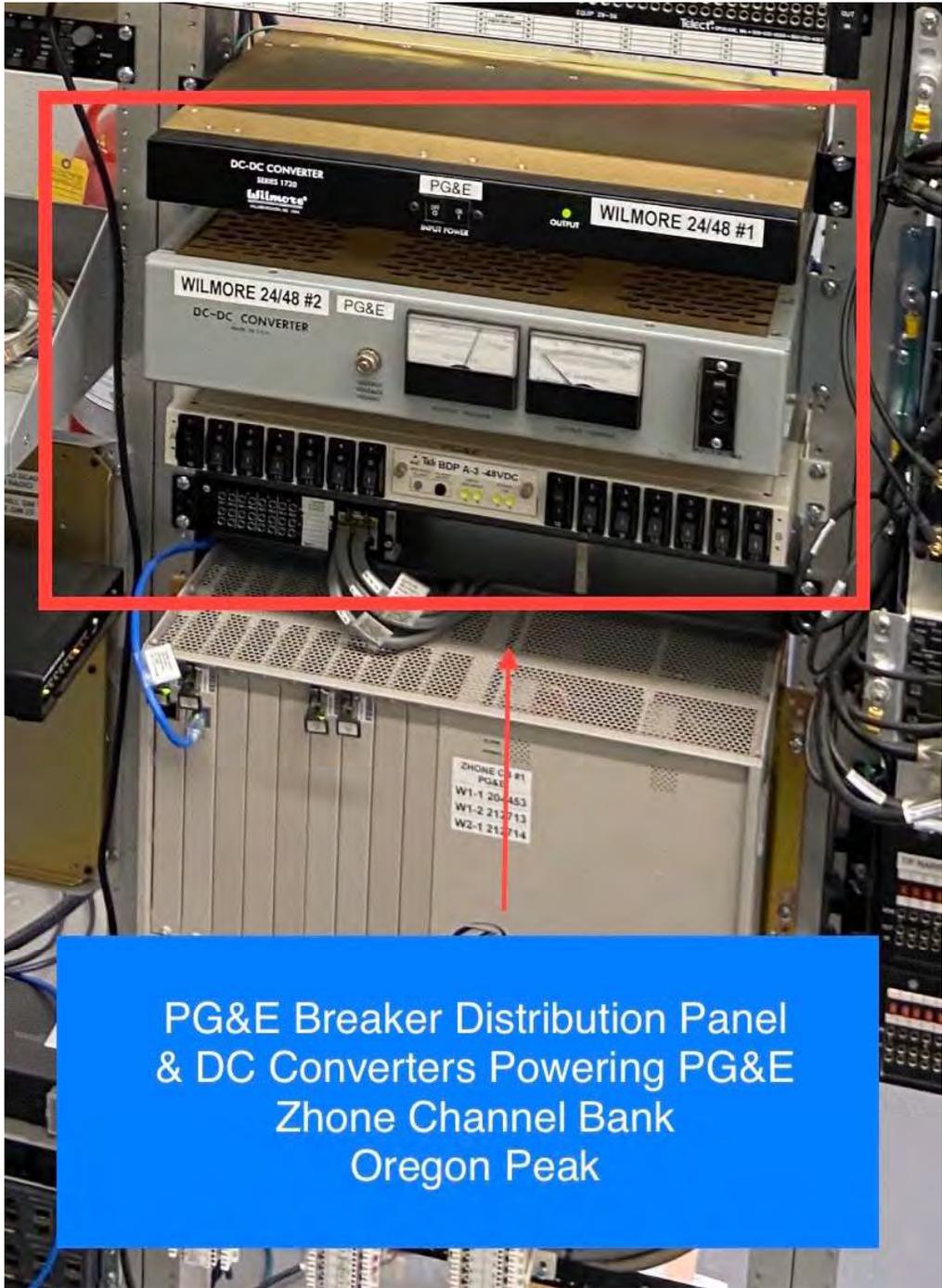


Exhibit F

Oregon Peak
Transmission SCADA equipment
PG&E Equipment locations outlined in **RED**

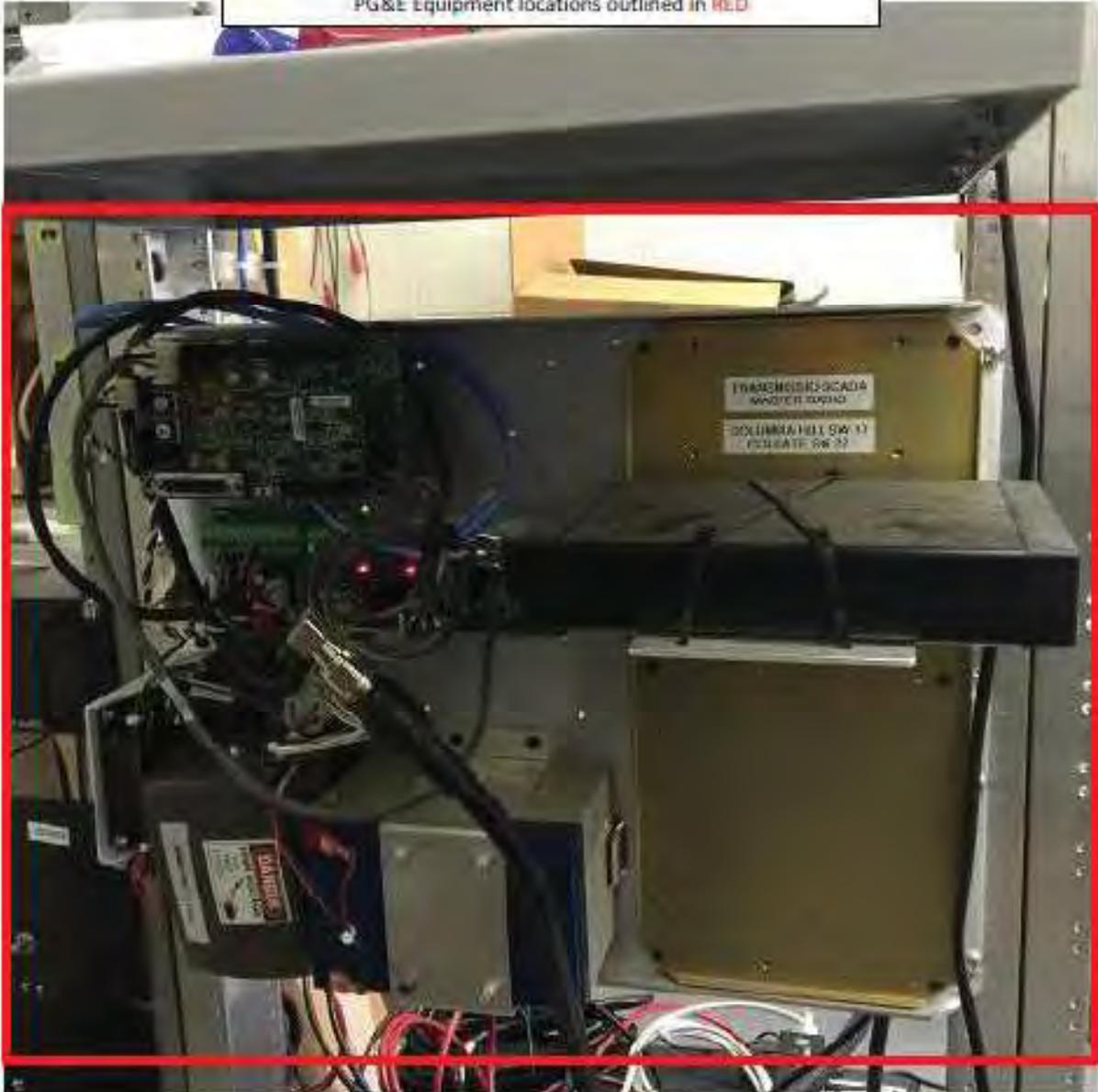


Exhibit F

Oregon Peak
Constellation ST Radio – Oregon Peak to Sutter Buttes
PG&E Equipment locations outlined in **RED**



Exhibit F

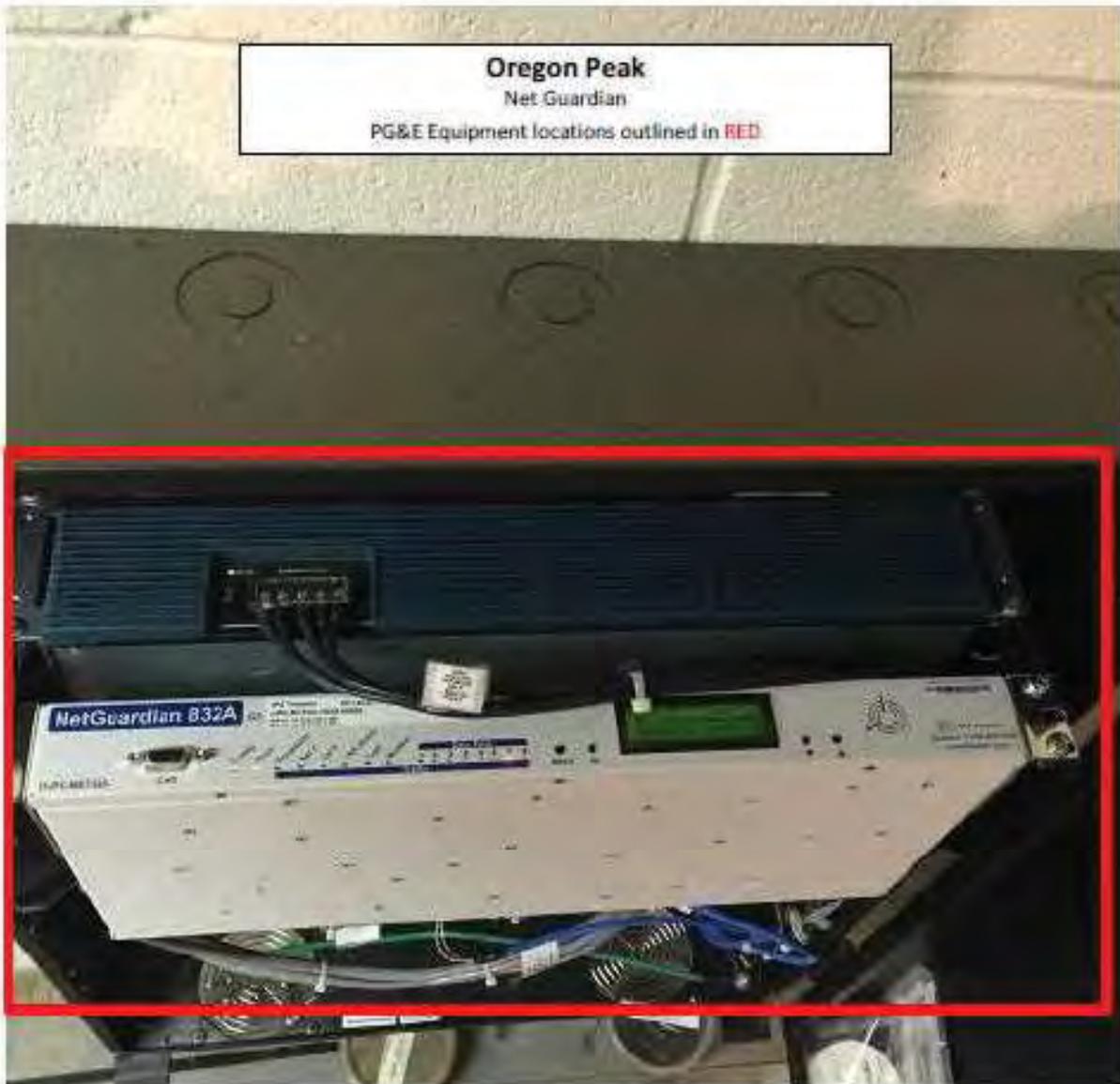


Exhibit F

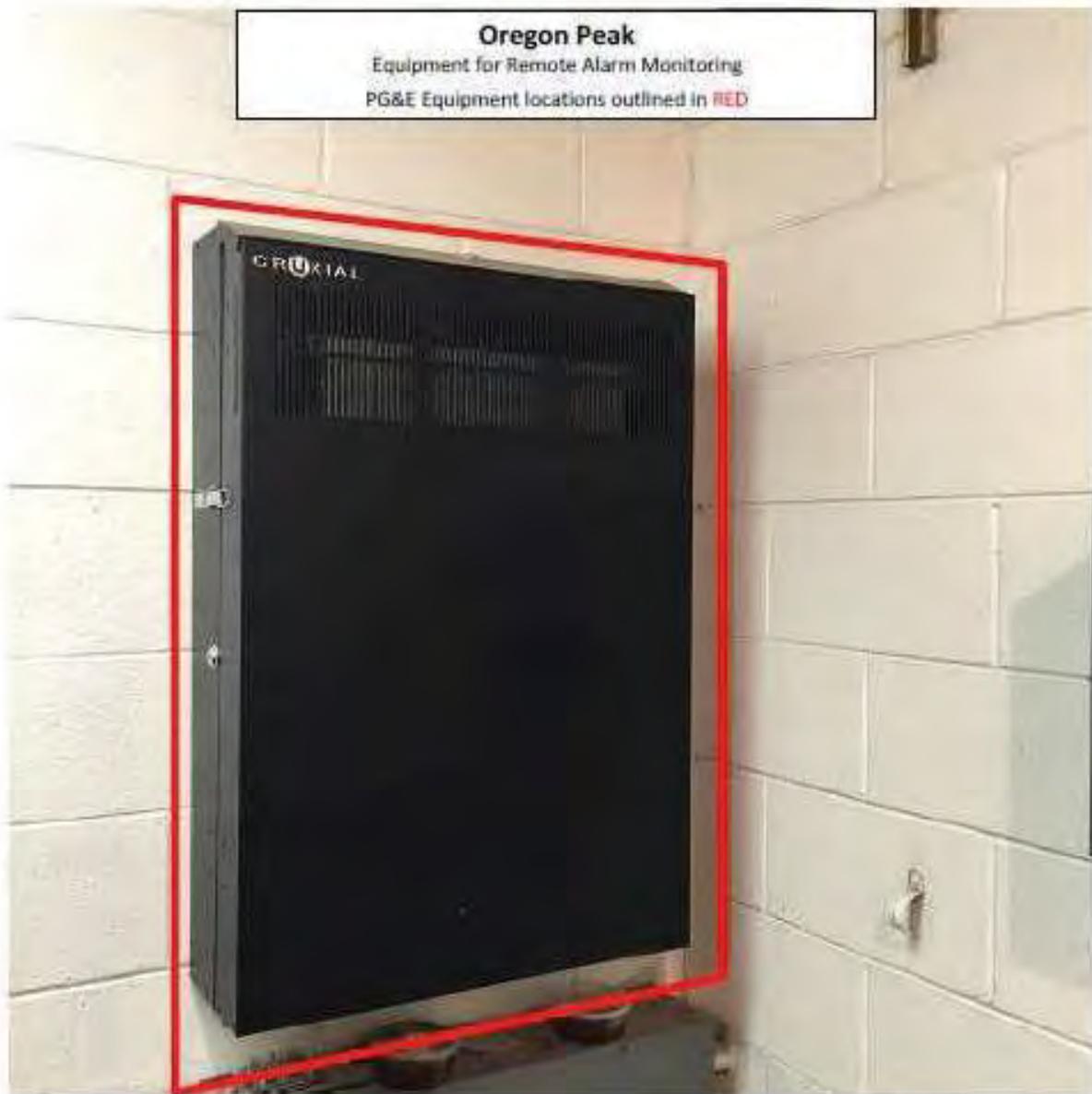


Exhibit F

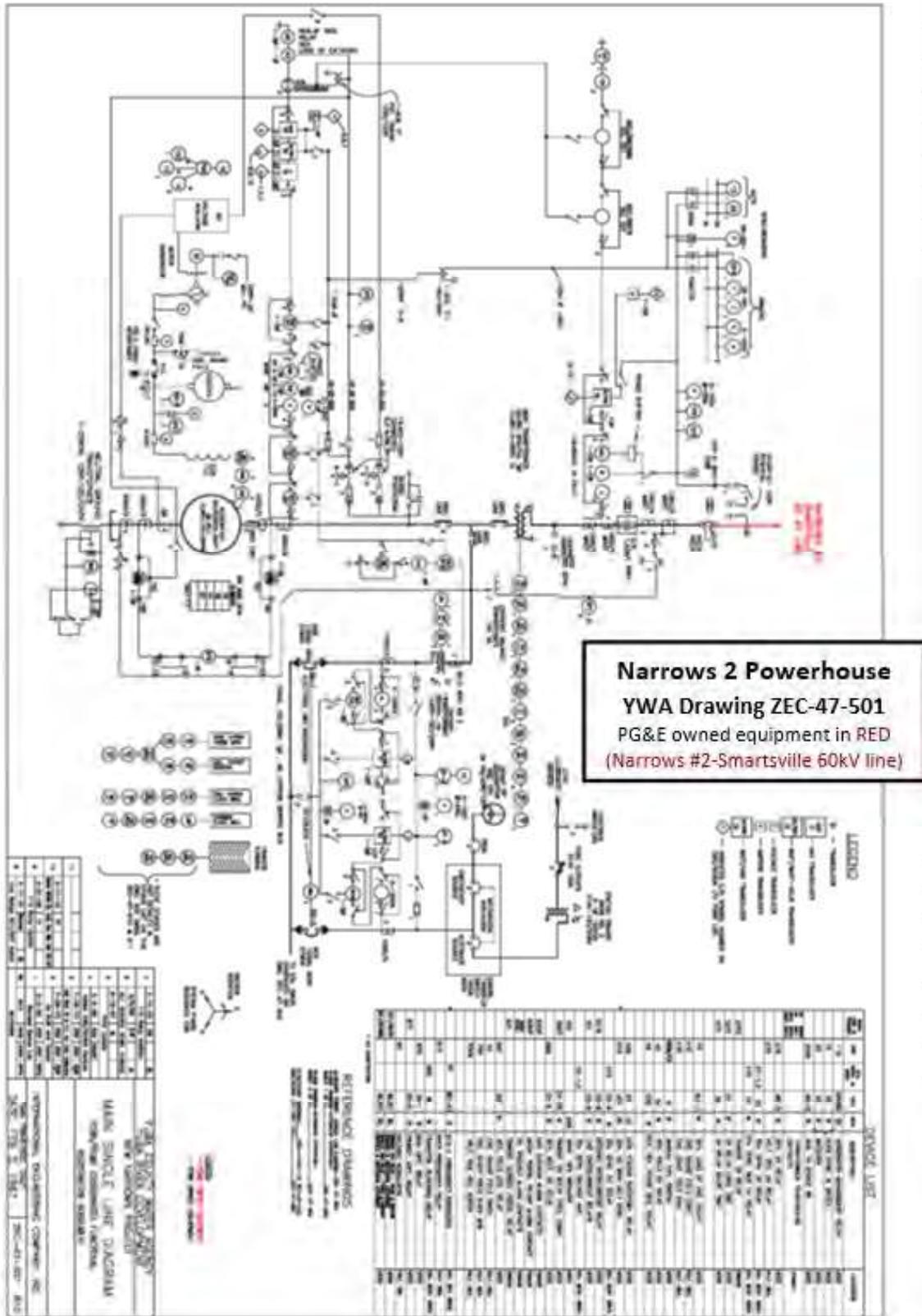


Exhibit F

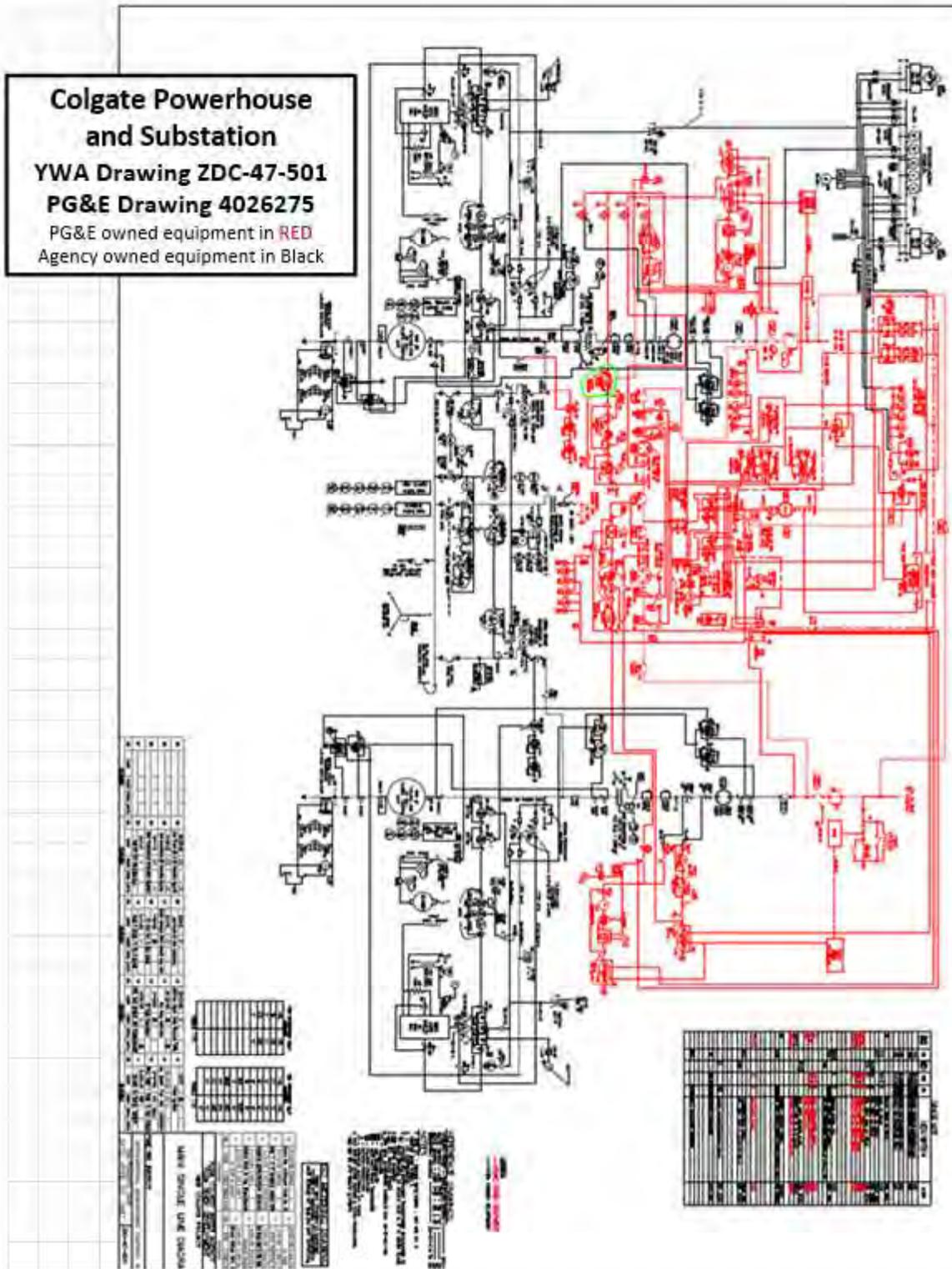
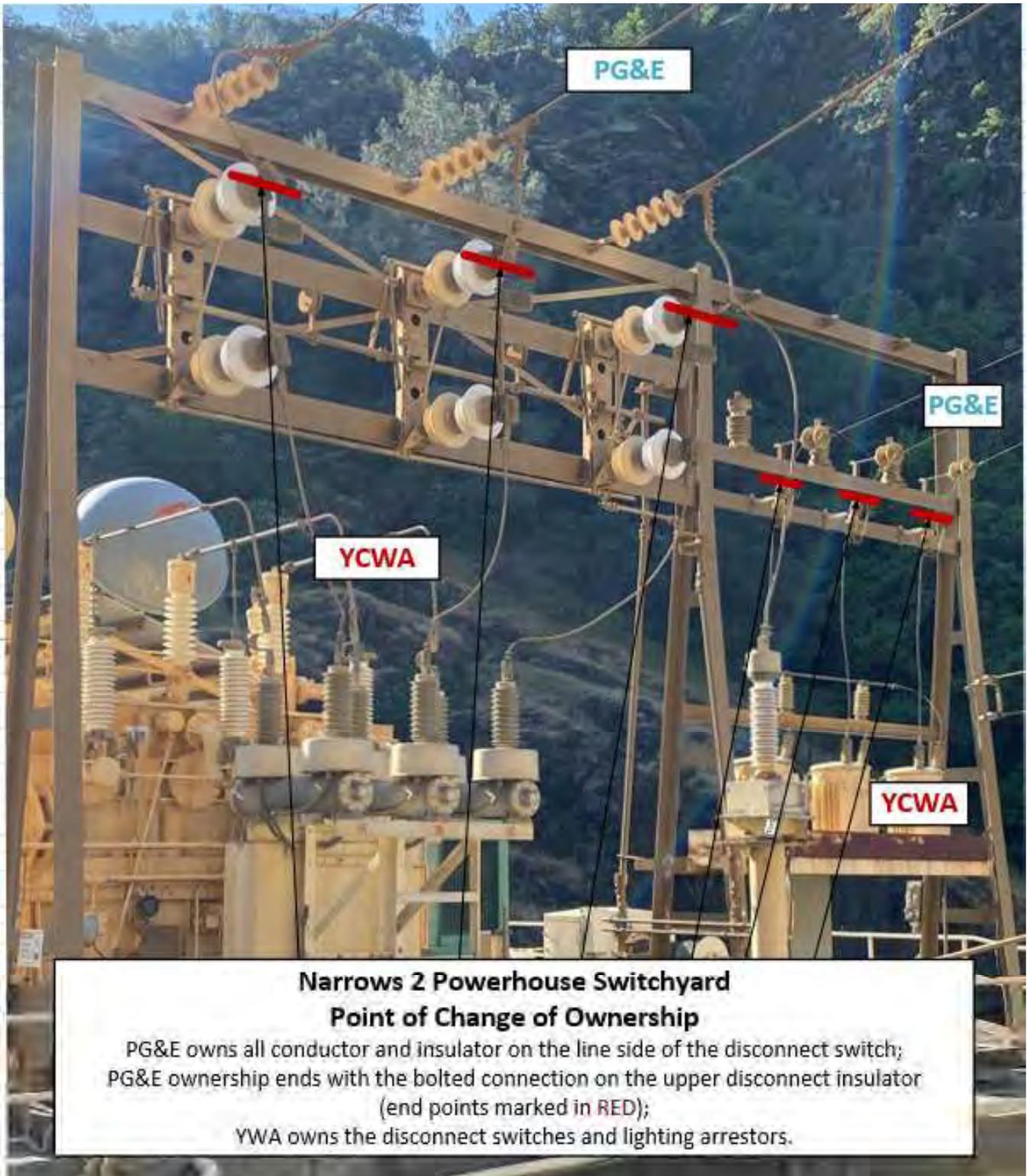


Exhibit G
PG&E Site Coordinators

| Position | Current Employee | Contact phone # | Email |
|-----------------------------------|-------------------------|------------------------|----------------------------------------------------------------------------------------------|
| Supervisor, EGI Operations | Michael Porter | 415-973-6625 | Michael.Porter@PGE.COM |
| Hydro Partnership Project Manager | Judy Webber | 530-889-3304 | Judy.Peck@PGE.COM |
| Substation Maintenance Supervisor | David Gloyd | 530-532-4073 | David.Gloyd@PGE.COM |
| Substation Maintenance Lead | Robert (Shane) Marsh | 530-532-4093 | Robert.S.Marsh@PGE.COM |
| Telecom Supervisor | Peter Desmond | 530-934-9010 | Peter.Desmond@PGE.COM |
| Substation Test Supervisor - Area | Don Swanson | 530-220-9218 | Don.Swanson@PGE.COM |
| Transmission Line Supervisor | David Wiley | 916-386-5431 | David.Wiley@PGE.COM |
| Land Agent | Roger Leatherman | 209-932-6593 | Roger.Leaherman@PGE.COM |
| Customer Relationship Manager | Francisco Caballero | 209-726-6443 | Francisco.Caballero@PGE.COM |
| System Protection | Musa Kamara | 916-760-3629 | Musa.Kamara@PGE.COM |
| Grid Control Center – Table Mtn. | All Operators | 707-449-6712 | EOETPETransOpsGCCNorthState@PGE.COM |
| Lead System Operator | Joe O’Quelly | 707-449-6632 | Joseph.OQuelly@PGE.COM |
| Lead System Operator | Corey Fultz | 707-449-6626 | Corey.Fultz@PGE.COM |
| Grid Operations Supervisor | Larry Magnoli | 707-449-6612 | Larry.Magnoli@PGE.COM |
| Outage Planner | David Douglass | 707-449-6750 | David.Douglass@PGE.COM |
| Outage Planner (long range) | Jason Reed | 661-577-6955 | Jason.Reed@PGE.COM |

Exhibit H-1
Depiction of Narrows 2 Point of Change of Ownership



**Exhibit H-2
Depiction of Narrows 1 Point of Change of Ownership**



**Exhibit I
Colgate Powerhouse Site Utility Cable Trench**



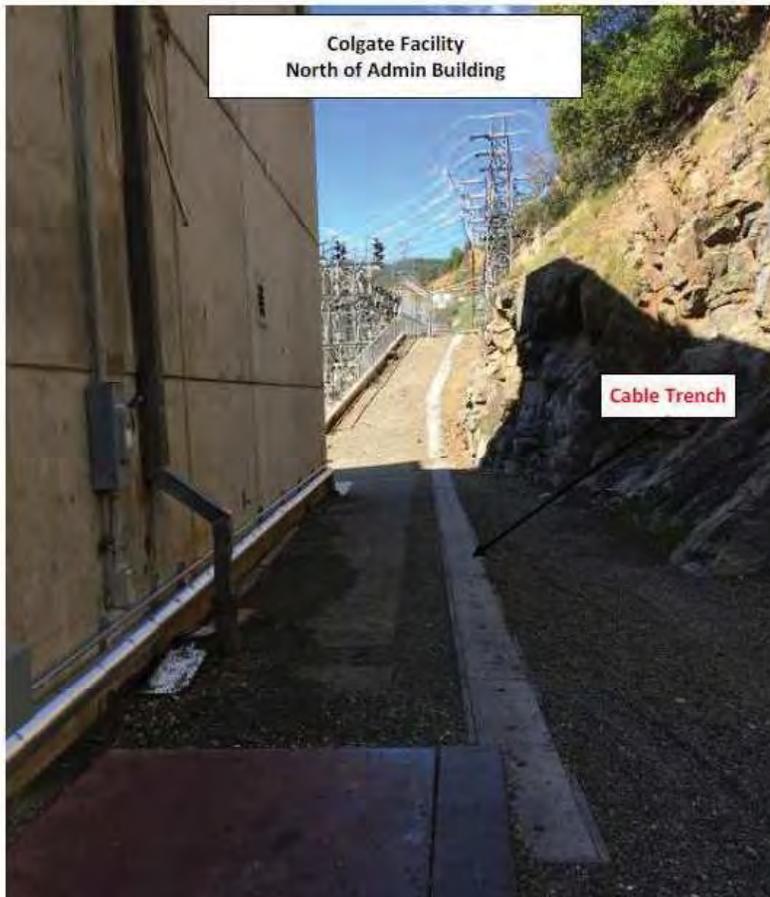


Exhibit J
Initial Calculation of Annual Payment Amount

| No. | Description | Monthly Cost | Assumptions |
|-----------------------------------|----------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 60 kV Control Room | | | |
| 1 | Control Room Base Lease | \$1,650.00 | ~ 1000sf @ \$1.65/sf |
| 2 | General facility repair/maintenance, parts charge (exhaust fan, wiring, HVAC, plumbing etc.) | \$82.50 | 5% of sf base lease rate |
| 3 | Utilities (Power for Room, battery charger and Yard) | \$658.00 | Summer = \$4169.14/month, winter = \$2410.07/month, Average = \$3290/month. 20% PG&E use. |
| 4 | Total Control Room Lease | \$2,390.50 | |
| Routine Operating Services | | | |
| 5 | Parking | \$ - | No cost to YCWA as PG&E is parking on PG&E property. |
| 6 | Security | \$470.00 | Based on similar contracted rate from YCSO-YCWA lease. YCWA providing 24x7 surveillance of intrusion alarms and access control via cameras and locks. |
| 7 | Generator fuel & maintenance | \$ - | To be negotiated as part of generator installation planning. |
| 8 | Share of Roof Repair & maintenance | \$41.67 | 5% of monthly expense based on roof share for 60 kV room @ \$100K once every 10 years. Total Colgate admin building Square footage ~20K sf, Roof ~ 5K sf. Roof ratio for 60kV room @~1K sf = 5% |
| 9 | Share of Lake Francis Road maintenance (1.7 miles of access road and Colgate plant) | \$50.00 | \$300K every 10 years (overlay @10 and substrate @ 20). 2% of average monthly bill. |
| 10 | Share of N2 access Road maintenance (2.4 miles of access road) | \$35.00 | \$424K every 10 years (overlay @10 and substrate @ 20). 1% of average monthly expense |
| 11 | Colgate Battery Maintenance (Transm. Relays) | \$68.75 | 5 tests annually(4Qtrly + 1Annual) Does not include load test every 5 years. Batteries are shared. Half of 4 hours each inspection + test. Fully burdened tech labor \$55/hr @150% |
| 12 | Battery replacement costs for Colgate. | \$227.05 | Half of the monthly replacement cost based on 20 Year lifetime. Colgate battery ~ \$86743, Charger ~ \$22240 [2012 replacement cost] |

| No. | Description | Monthly Cost | Assumptions |
|------------|-----------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | Functional Relay testing for NERC Compliance (coordination between the parties) | \$ - | No charge per LGIA. |
| 14 | DC Relay (80 E) testing | \$ - | General cooperation and coordination. Testing done by YCWA primarily for YCWA |
| 15 | Additional Electrical Testing escort/oversight for routine & non-routine work (PG&E CT's etc) | \$ - | General cooperation and coordination. These support PG&E's protective relays for their equipment. YCWA does not use these CT's for any purpose, PG&E will be fully responsible for testing and maintenance associated with these CT's, not YCWA. These CT's are integral to the breaker asset owned by YCWA. |
| 16 | Maintaining shared Features (cable tray, seawall) | \$ - | General cooperation and coordination |
| 17 | Oregon Peak (OP) Lease cost share | \$632.42 | Space +utilities (generator & batteries). 1/5 of total lease based on rack space usage and \$50 for battery & generator O&M. Lease rate increases 5% annually. Monthly charge to PG&E to be escalated by CPI. |
| 18 | Escorting Charges (labor) | \$103.13 | 1 routine visits per year to OP and 2 routine visits per year to N2. 1 emergency visits per year to each site. |
| 19 | Escorting Charges (vehicle) | \$10.45 | 1 routine visits per year to OP and 2 routine visits per year to N2. 1 emergency visits per year to each site. IRS mileage rate @ \$0.57/mile. 10 miles to OP and 30 miles to N2. |
| 20 | | | |
| 21 | Total Monthly Charge | \$4,028.96 | |
| 22 | Total Initial Annual Payment Calculation (2015 basis) | \$48,347.48 | |
| 23 | Annual Escalation for 2016 (variable based on CPI) | \$1,450.42 | Current basic CPI Index for bay area by the Bureau of labor statics http://www.bls.gov/regions/west/news-release/2016/consumerpriceindex_sanfrancisco_20160120.htm |
| 24 | 2016 Payment | \$49,797.90 | |
| 25 | 2016 Payment (pro-rated for 5/1/16 to 12/31/16) | \$33,198.27 | |

Exhibit K
Hydrographic Data and Telemetry

1. YCWA will make available the following telemetered water data to PG&E: New Bullards Bar Reservoir water surface elevation and storage, Englebright Reservoir water surface elevation and storage, NY 28 (Yuba River at Smartsville) stage and flow, NY29 (South Yuba at Jones Bar) stage and flow, NY19 (Oregon Creek near Camptonville) stage and flow, NY30 (Camptonville Tunnel) stage and flow, NY20 (Oregon Creek below Log Cabin) stage and flow, NY34 (Lohman Ridge Tunnel) stage and flow, and NY18 (Middle Yuba below Hour House) stage and flow. Additional daily hydrographic data will also continue to be provided via e-mail on a weekly basis.
2. PG&E will make available the following real-time telemetered data to YCWA: Lake Spaulding water surface elevation (YB15), releases from Lake Spaulding to the South Yuba River as measured at YB29 (in cfs), the percent open of Spaulding Dam gates 1 and 2, and the flow (in cfs) at YB316 (South Yuba at Cisco).
3. The parties may mutually agree to add or delete telemetry to the lists in sections 1 and 2 above.

Attachment 6

Colgate Switchyard Exhibit

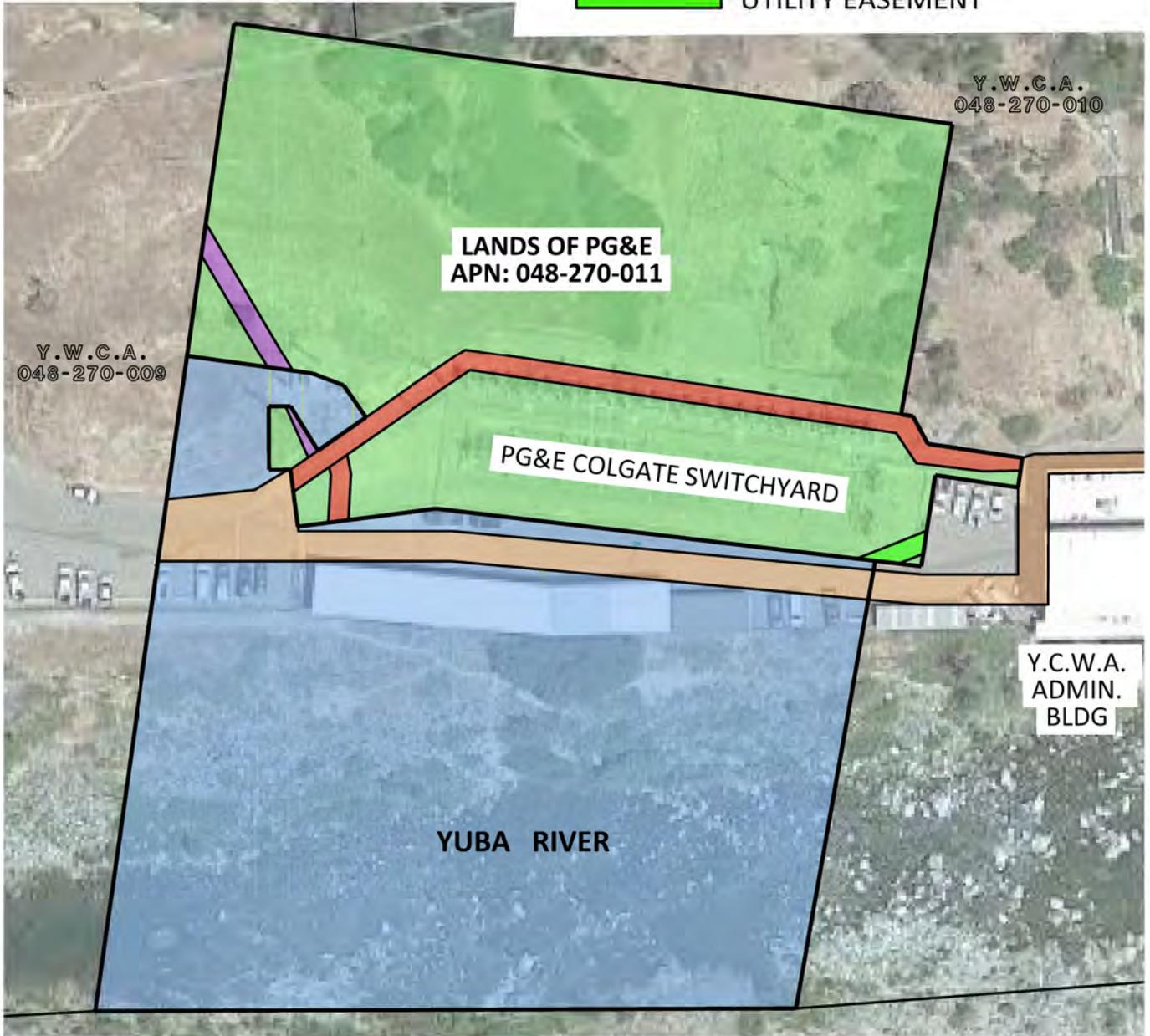
TOWNSHIP 17 NORTH, RANGE 07 EAST,
SE 1/4 OF SW 1/4 SECTION 09, M.D.M.



NOTE: THE PURPOSE OF THIS EXHIBIT IS
TO DEPICT THE PROPOSED LAND
TRANSACTIONS AND IS CONSIDERED FOR
REVIEW PURPOSES ONLY

LEGEND

- Y.C.W.A PROPOSED ACQUIRED LANDS
- PG&E PROPOSED RETAINED LANDS
- Y.C.W.A. ACCESS EASEMENT
- PG&E TO Y.C.W.A. COMM. LINE EASEMENT
- PG&E TO Y.C.W.A. O/H AND/OR U/G UTILITY EASEMENT
- PG&E TO Y.C.W.A. SEWER UTILITY EASEMENT



| | |
|---------------------------|------------|
| AUTHORIZATION 42145568 | |
| BY | |
| DR | CXOQ |
| CH | K2H3 |
| O.K. | |
| DATE | 01/05/2021 |

**CONCEPTUAL LAND
TRANSACTION EXHIBIT
COLGATE SWITCHYARD
YUBA COUNTY, CALIFORNIA**
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



| | | |
|----------------|-----------------------|--------|
| PROJ. NO. | 42145568 | |
| AREA | NORTH VALLEY DIVISION | |
| COUNTY | YUBA | |
| SCALE | NOT AT SCALE | |
| SHEET NO. | 1 | OF 1 |
| DRAWING NUMBER | | CHANGE |
| | | 0 |

Attachment 7

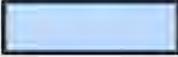
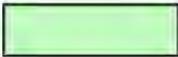
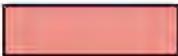
Dobbins Substation Exhibit

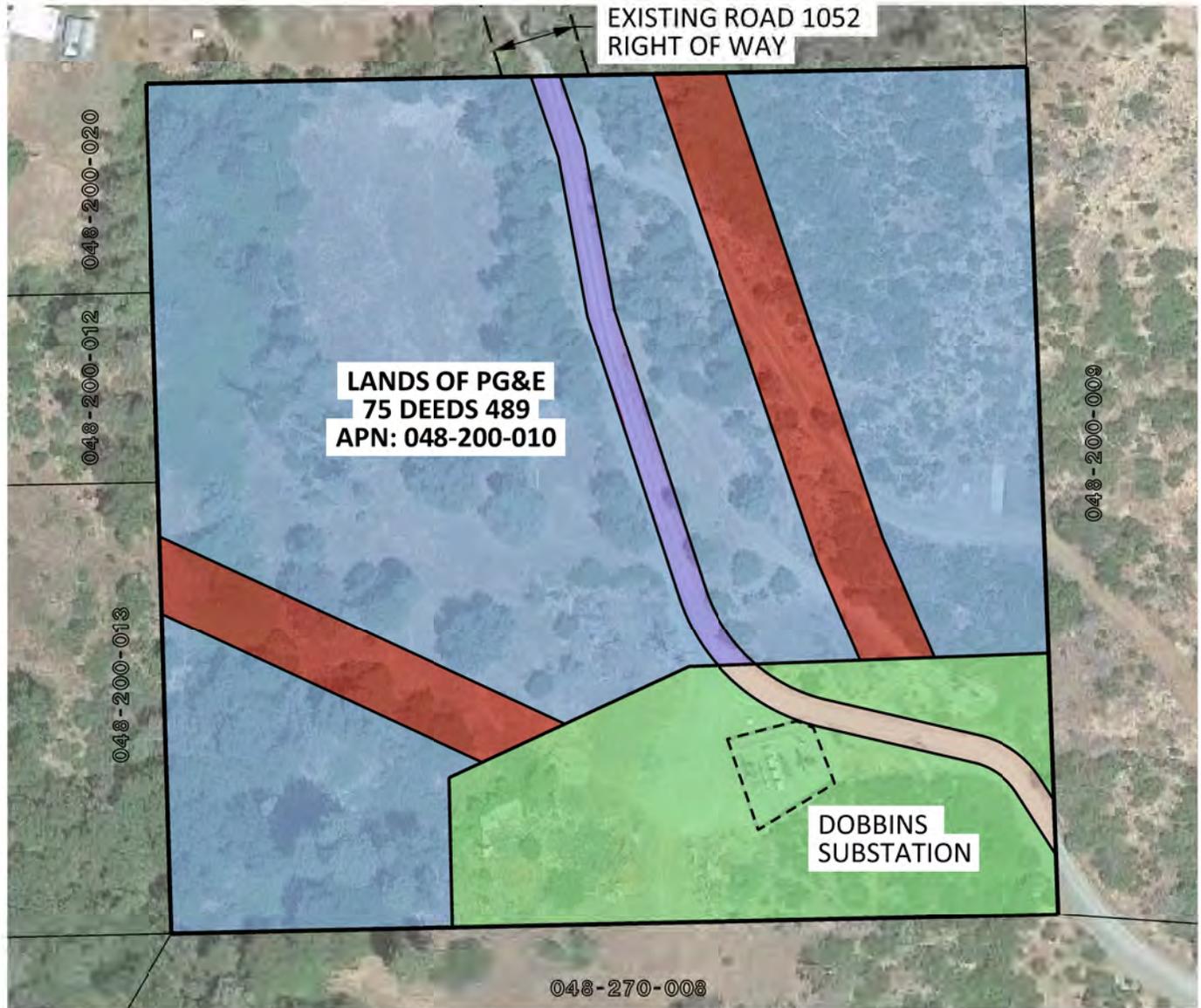
TOWNSHIP 17 NORTH, RANGE 07 EAST,
SE 1/4 OF SW 1/4 SECTION 09, M.D.M.



NOTE: THE PURPOSE OF THIS EXHIBIT IS
TO DEPICT THE PROPOSED LAND
TRANSACTIONS AND IS CONSIDERED FOR
REVIEW PURPOSES ONLY

LEGEND

-  Y.C.W.A. PROPOSED ACQUIRED LANDS
-  PG&E PROPOSED RETAINED LANDS
-  POLELINE EASEMENT RESERVED FOR THE BENEFIT OF PG&E
-  ROADWAY EASEMENT RESERVED FOR THE BENEFIT OF PG&E
-  PG&E TO Y.C.W.A. ACCESS EASEMENT



| | |
|---------------------------|------------|
| AUTHORIZATION 42145568 | |
| BY | |
| DR | CXOQ |
| CH | K2H3 |
| O.K. | |
| DATE | 01/05/2021 |

**CONCEPTUAL LAND
TRANSACTION EXHIBIT
DOBBINS SUBSTATION
YUBA COUNTY, CALIFORNIA**
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



| | | |
|----------------|-----------------------|--------|
| PROJ. NO. | 42145568 | |
| AREA | NORTH VALLEY DIVISION | |
| COUNTY | YUBA | |
| SCALE | NOT TO SCALE | |
| SHEET NO. | 1 | OF 1 |
| DRAWING NUMBER | | CHANGE |
| | | 0 |

Attachment 8

NAHC Letter

NATIVE AMERICAN HERITAGE COMMISSION

February 4, 2021

Jennifer Darcangelo

PG&E

Via Email to: J5D8@pge.com

Re: **PG&E Land Transfer Lot Line Adjustment, Yuba 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.

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
William Mungary
Paiute/White Mountain Apache

COMMISSIONER
Julie Tumamait-Stenslie
Chumash

COMMISSIONER
[Vacant]

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
NAHC.ca.gov

**Native American Heritage Commission
Native American Contact List
Yuba County
2/4/2021**

Tsi Akim Maidu

Grayson Coney, Cultural Director
P.O. Box 510 Maidu
Browns Valley, CA, 95918
Phone: (530) 383 - 7234
tsi-akim-maidu@att.net

***United Auburn Indian
Community of the Auburn
Rancheria***

Gene Whitehouse, Chairperson
10720 Indian Hill Road Maidu
Auburn, CA, 95603 Miwok
Phone: (530) 883 - 2390
Fax: (530) 883-2380
bguth@auburnrancheria.com

***Colfax-Todds Valley
Consolidated Tribe***

Clyde Prout, Chairperson
P.O. Box 4884 none Maidu
Auburn, CA, 95604 Miwok
Phone: (530) 577 - 3558
miwokmaidu@yahoo.com

***Colfax-Todds Valley
Consolidated Tribe***

Pamela Cubbler, Treasurer
P.O. Box 4884 Maidu
Auburn, CA, 95604 Miwok
Phone: (530) 320 - 3943
pcubbler@colfaxrancheria.com

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 Land Transfer Lot Line Adjustment, Yuba County.

Attachment 9

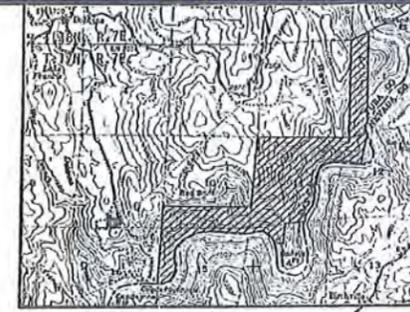
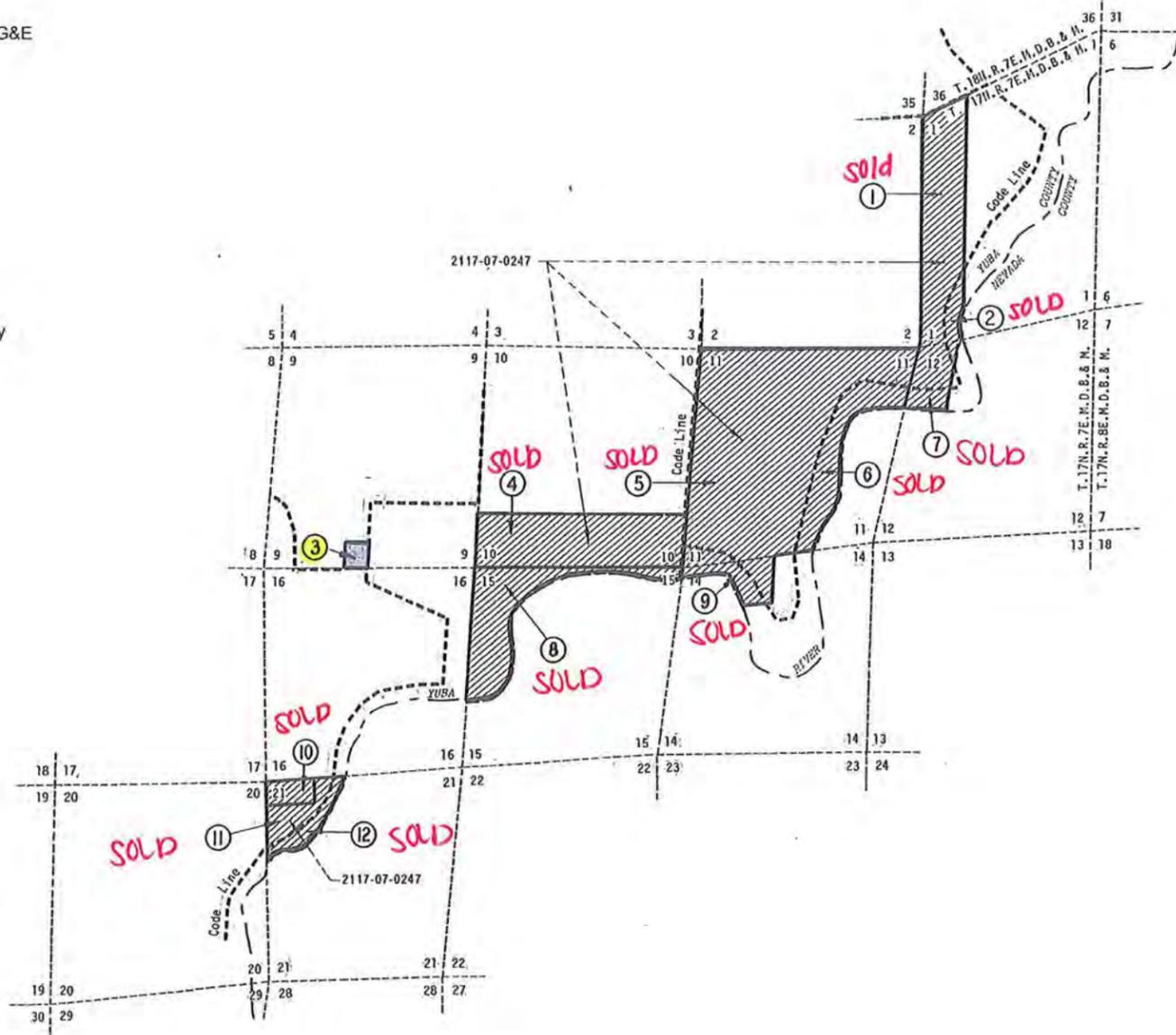
SBE 135-58-010C

2117-07-0247
 Sold to Bullards Bar Project
 3-5-98 Rec. 3-20-98
 Doc. No. 98007773
 1,005.528 Ac.
 Reserving riparian and appropriate
 water rights, existing electric transmission
 and distribution facilities and ingress/egress.

2117-07-0062
 SBE - 135-58-010C-3
 Peter Barnes & Alice M. Barnes to PG&E
 Grant Deed
 06/01/1921 Rec. 08/02/1921
 Volume 75 Page A89

2118-07-0136
 SBE - 135-58-010C-3
 Browns Valley Irrigation District
 Quitclaim for water conduit
 Rec. 08/25/1941
 Volume 61 Page 173

2117-07-0168
 SBE - 135-58-010C-3
 PG&E to Yuba County Water Agency
 Quitclaim of Agreement
 09/20/1968 Rec. 10/01/1968
 Book 473 Page 365



Location Map only applies to parcels ① through ⑨ French Corral

| SECTION | TOWNSHIP | RANGE | MERIDIAN |
|----------------------------------------------------|----------|--------------------|----------|
| See Below | (17N.) | (7E.) | (11.D.) |
| COUNTY OF Yuba | | | |
| CALIFORNIA COORDINATES ZONE | | LEGEND | |
| E.----- | | △ CALCULATED COORD | |
| N.----- | | ⊕ SCALED COORD | |
| U.S.G.S. QUAD - French Corral 327324 | | | |
| CITY, RANCHO, SUBDIVISION, ETC... | | | |
| SCALE | DIVISION | DATE LAST CHARGED | |
| 1" = 2,000' | Colgate | 1-21-99 | |
| Ref. Deg. U.S.G.S. 7 1/2' Quad. (French Corral) | | | |

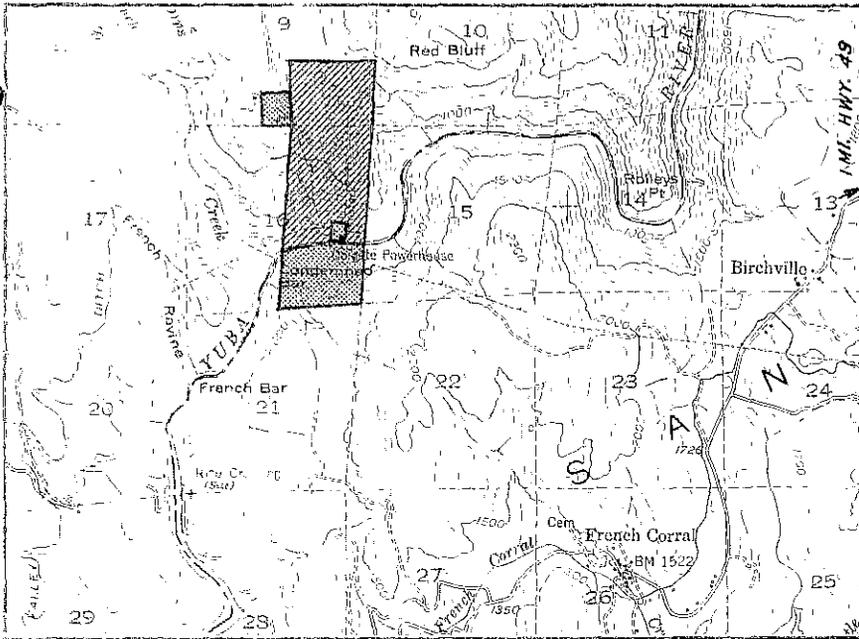
- ⊗ = 149,439 Ac. (Computed) **SOLD**
- ⊗ = 12,092 Ac. (Computed) **SOLD**
- ③ = 9,600 Ac.
- ⊗ = 160,000 Ac. **SOLD**
- ⊗ = 416,129 Ac. (Computed) **SOLD**
- ⊗ = 58,091 Ac. (Computed) **SOLD**
- ⊗ = 9,207 Ac. (Computed) **SOLD**
- ⊗ = 104,000 Ac. **SOLD**
- ⊗ = 26,170 Ac. (Computed) **SOLD**
- ⊗ = 16,000 Ac. **SOLD**
- ⊗ = 25,547 Ac. (Computed) **SOLD**
- ⊗ = 19,253 Ac. (Computed) **SOLD**

| | | | |
|-------------------------|------------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| EASEMENT FOR PUBLIC USE | TIE LANDS | LEASES, GRANTS, LICENSES & PERMITS | LAND IDENTIFICATION MAP PACIFIC GAS AND ELECTRIC COMPANY COUNTY: YUBA S. B. E. MAP NO. 135-58-10C |
| MINERAL OWNERSHIP | SALES | RIGHTS CLAIMED UNDER ACT OF 1866 | |
| TOWNSHIP INTEREST | PARCEL NUMBERS SHOWN IN CIRCLES, THUS: ① | TAX YEAR: 1999-2000 | |

Attachment 10

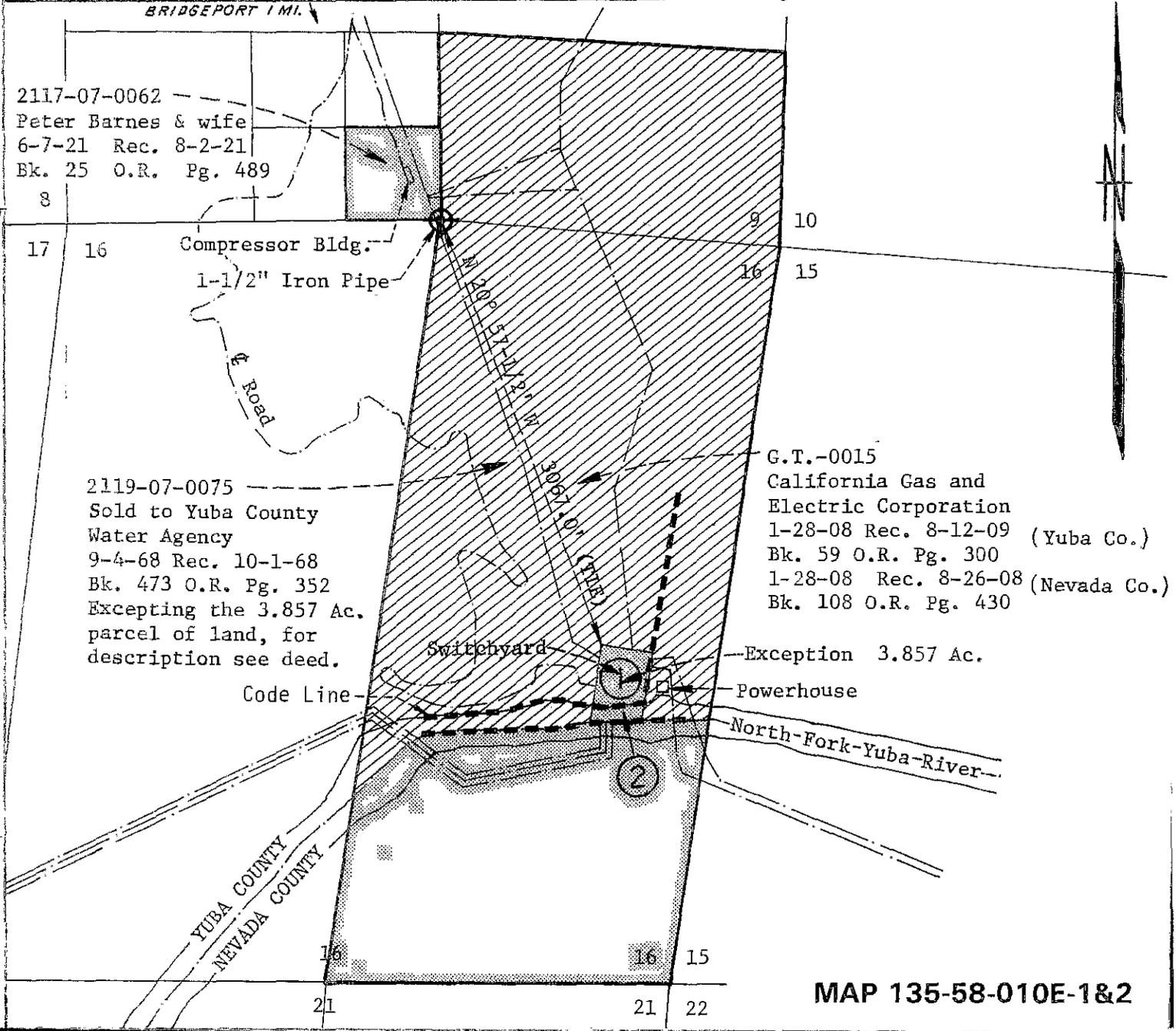
SBE 135-58-010E

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA



| | | | |
|---------------------------------|----------|---------------------|----------|
| SECTION | TOWNSHIP | RANGE | MERIDIAN |
| 9 & 16 | 17 N | 7 E | MD |
| COUNTY OF Yuba & Nevada | | | |
| CALIFORNIA COORDINATES ZONE 2 | | LEGEND | |
| E 2,228,300 | | △ CALCULATED COORD. | |
| N. 610,000 | | ⊕ SCALED COORD. | |
| U.S.G.S. QUAD (15') Nevada City | | | |
| CITY, RANCHO, SUBDIVISION, ETC. | | | |
| SCALE | DIVISION | DATE LAST CHANGED | |
| 1" = 1000' | Colgate | 4-30-84 | |

Colgate Project
L.D. 673
Ref. Dwg. D-2297



Attachment 11

Asset Accounting Gain/Loss on Sale Summary

Table Showing Estimated Sales Price, Expenses, and Tax Effects
PACIFIC GAS AND ELECTRIC COMPANY
Dobbins & Colgate
Net book values as of November 30, 2020
(DOLLARS)

1 SALES PROCEEDS

| | |
|--------------------------------------------|--------------|
| Sales Price | 66,500 |
| Less: Purchase Price for property acquired | (60,000) |
| Less: Transaction Costs | - |
| Net Sale Proceeds ^{Note1} | <u>6,500</u> |

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

| | Historical Cost | Proportional % |
|---------------------------------|--------------------|-------------------|
| Non-Depreciable Property (Land) | 0 | 100.00% |
| Depreciable Property | - | 0.00% |
| | <u>0</u> | <u>100.00%</u> |

3 GROSS GAIN/(LOSS) ON SALE

| | Historical Cost | Net Book Value | Sales Proceeds | Pre-Tax Gain/(Loss) |
|---------------------------------|--------------------|-------------------|-------------------|------------------------|
| Non-Depreciable Property (Land) | 0 | 0 | 6,500 | 6,500 |
| Depreciable Property | - | - | - | - |
| | <u>0</u> | <u>0</u> | <u>6,500</u> | <u>6,500</u> |

4 TAX GAIN/(LOSS) ON SALE

| | Historical Cost | Net Tax Value | Sales Proceeds | Pre-Tax Gain/(Loss) |
|---------------------------------------------|--------------------|------------------|-------------------|------------------------|
| Non-Depreciable Property (Land) - Tax Basis | 0 | 0 | 6,500 | 6,500 |
| Depreciable Property - Tax Basis | - | - | - | - |
| | <u>0</u> | <u>0</u> | <u>6,500</u> | <u>6,500</u> |

5 GAIN/(LOSS) ALLOCATION

| | Operating System | Other Depreciable Assets | CPUC Land (Pre-Tax) | Sharing Allocation | Taxes 27.98% | After Tax Gain / (Loss) |
|------------------------------|---------------------|-----------------------------|------------------------|-----------------------|-----------------|----------------------------|
| Ratepayers | 0% | 0% | 59% | 3,860 | - | 3,860 |
| Shareholder | 100% | 100% | 41% | 2,640 | (739) | 1,901 |
| Total Gain/(Loss) Allocation | <u>100%</u> | <u>100%</u> | <u>100%</u> | <u>6,500</u> | <u>(739)</u> | <u>5,761</u> |

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

6 TAXES ON PROPERTY

| | Net Tax Value | Sales Proceeds | Before Tax Gain/ (Loss) |
|---------------------------------|------------------|-------------------|----------------------------|
| Non-Depreciable Property (Land) | 0 | 6,500 | 6,500 |
| Depreciable Property | - | - | - |
| CWIP | - | - | - |
| Totals | <u>0</u> | <u>6,500</u> | <u>6,500</u> |

| | Non-Utility Property Land * | CPUC Land - Shareholder (33%) | CPUC Land - Ratepayer (67%) | |
|---------------------------------------------------|--------------------------------|----------------------------------|--------------------------------|-------|
| Taxable Gain/(Loss) | - | 2,640 | 3,860 | a |
| Distribution to Ratepayer (Tax Deduction to PG&E) | - | - | (3,860) | b |
| Net Taxable Gain/(Loss) | - | 2,640 | - | c=a-b |
| Tax Rate | 27.98% | 27.98% | 27.98% | d |
| Net Federal and State Income Tax | - | 739 | - | e=c*d |
| Net After Tax Gain/(Loss) | - | 1,901 | 3,860 | f=a-e |
| Ratepayers Allocation | - | - | 3,860 | |
| Shareholder Allocation | - | 1,901 | - | |
| Taxing Jurisdiction Allocation | - | 739 | - | |
| Total Gain/(Loss) Allocation | <u>-</u> | <u>2,640</u> | <u>3,860</u> | |

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

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison
Schneider & Harris LLP Energy
Management Service
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie

Green Power Institute
Hanna & Morton
ICF

IGS Energy
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy