

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6312E
As of September 27, 2021

Subject: Bass Lake Land Retained - Request for Approval under Decision (D.) 03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Division Assigned: Energy

Date Filed: 09-03-2021

Date to Calendar: 09-10-2021

Authorizing Documents: D0312035

Authorizing Documents: D0811043

Authorizing Documents: D1008004

Disposition:	Accepted
Effective Date:	09-24-2021

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



Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

415-973-8794

PGETariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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

September 3, 2021

Advice 6312-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Bass Lake Land Retained - Request for Approval under Decision (D.) 03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Purpose

Pursuant to the streamlined procedures adopted by the California Public Utilities Commission (Commission or CPUC) in Decision D.08-11-043 (as modified by D.10-08-004), Pacific Gas and Electric Company ("PG&E") requests a disposition letter approving PG&E's encumbrance with a perpetual Conservation Easement to approximately 1,085 acres of land in Madera County, commonly known as Bass Lake ("Property"). The Mother Lode Land Trust ("MLLT"), a California 501(c)(3) non-profit public benefit corporation, will hold the Conservation Easement. PG&E will retain fee title to the Property and the Conservation Easement will be granted subject to certain reserved rights in favor of PG&E for the continued operation of hydroelectric and water delivery facilities. The perpetual encumbrance of the Property is being made in the public interest and will protect and preserve the Beneficial Public Values ("BPs") on the Property, including the habitat of fish, wildlife and plants, forest resources on the Property, the scenic viewshed of the Property, outdoor recreation and identified historic and cultural values by restricting any use of the Property that would significantly impair or interfere with the protection of these values. This transaction is in accordance with the terms and conditions specified in the Settlement Agreement and Stipulation that were approved by the Commission in D.03-12-035 ("Stipulation").

Background

Pursuant to the Stipulation, the Pacific Forest and Watershed Lands Stewardship Council ("Stewardship Council") was established in 2004 to develop a plan to permanently protect, for the benefit of the citizens of California, more than 140,000 acres of watershed lands ("Watershed Lands") owned by PG&E. This effort is known as PG&E's Land Conservation Commitment ("LCC"). PG&E is fulfilling its commitment through fee donation of certain Watershed Lands and/or the conveyance of Conservation Easements, (or satisfactory

assurance in another form) that each parcel will be managed consistent with the purpose of the LCC. PG&E will not make fee simple donations of lands that contain hydroelectric project features, hydroelectric projects licensed by the Federal Energy Regulatory Commission ("FERC"), or properties whose ownership is otherwise required for utility operations. The Stipulation also includes provisions to ensure the rights necessary to operate and maintain current and future hydroelectric and associated water delivery facilities are reserved, and the existing agreements for economic uses will be honored.

A detailed description of this proposed donation, which addresses the requirements set forth in Section 12(a) of the Stipulation, is provided in the attached Land Conservation and Conveyance Plan (Attachment A) prepared by the Stewardship Council and approved by their Board of Directors. Land Conservation and Conveyance Plans will be issued serially for all Watershed Lands and together will comprise the Land Conservation Plan Volume III.

Property Specific Considerations

In accordance with the streamlined procedure adopted by the Commission in D.08-11-043 (as modified by Decision 10-08-004), PG&E provides the following information as required by Ordering Paragraph 2:

(1) Identity of the Conservation Property

The Property comprises approximately 1,085 acres of land of which 807 acres are underwater, identified as Parcels 1033-1036 and 1040, on the map included in Attachment A, page 4, and are located in Madera County. The Property is mostly surrounded by private properties and the Sierra National Forest.

(2) Type of Property Interest Disposition

Per Stewardship Council recommendation, PG&E will convey a Conservation Easement (Attachment B) to MLLT to permanently protect the BPVs on the Property. PG&E will not receive nor claim any monetary proceeds or tax benefits from this transfer (Attachment C).

The value of this transaction is equal to the difference between the fair market value of the property unrestricted by the Conservation Easement and the fair market value of the property immediately after the imposition of the Conservation Easement (i.e., the diminution in taxable value that occurs as a result of the encumbrance of a property by a Conservation Easement).

Article XIII, Section 19 of the State Constitution grants the State Board of Equalization (SBE) the authority to annually assess properties owned or used by electric or gas utility companies for the purposes of taxation. The SBE's Statement of No Tax Benefit (Attachment C) states no changes will be made to the methodology used for assessing property value and that no change in the

assessed value is anticipated following the transfer of the Conservation Easement. For this reason, the transaction value related to the conveyance of the Conservation Easement to MLLT is deemed to be zero dollars (\$0).

A. Property Encumbrances and Uses

There are recorded encumbrances on the Property to be retained by PG&E for roads and highway right of way, ingress and egress, sanitary sewer and water pipelines, recreation facilities, boat docks, parking area, driveways, restroom, sewer plant and telephone. There are unrecorded agreements and existing agreements for economic uses on the Property for boat docks and mooring, Madera County Sheriff Department observation tower site, a camp, communication facilities and recreation facilities.

The Stipulation includes provisions to ensure the rights necessary to operate and maintain current and future hydroelectric and associated water delivery facilities are reserved, and the existing agreements for economic uses will be honored. Compliance with these requirements is reflected in the Conservation Easement (Attachment B, pages 3, 6, 11, 12 and Exhibit H).

B. Public Access

The public may access the Property via Road 274, Road 222 and North Shore Road.

Consistent with the requirements of its FERC license, PG&E provides formal recreational facilities on the Property. Those facilities include several day-use areas, campgrounds and an amphitheater. Public access to the Property will not be changed as a result of the donation of the Conservation Easement. Sections 9.2 and 9.3 of the Conservation Easement recognize that informal public uses may occur on the Property, and that public access is or may be inherent in the enjoyment of the informal uses and existing BPVs, and that existing public access will be allowed to continue subject to PG&E's ability to impose reasonable rules and regulations.

C. PG&E's Assumption of Liability

Section 12(f) of the Stipulation requires that PG&E hold the donee and/or conservation organization harmless for hazardous waste or substance liability. Fulfillment of this requirement is reflected in the Conservation Easement (see page 24 of Attachment B).

A partial environmental assessment of the Property, consisting of interviews, limited soil sampling, a review of historical aerial photos and a review of historical and regulatory documents was performed in 2011 to identify potential environmental issues. No significant issues were identified during the assessment.

(3) Legal Name and Location of Receiving Parties

Mother Lode Land Trust
Attn: Executive Director
1324 Jackson Gate Road
Jackson, CA 95642
Phone: (209) 304-8804

(4) Proposed Uses and Conservation Management Objectives:

As set forth in the Stipulation, the cornerstone of the Land Conservation Commitment is its requirement that the Watershed Lands be preserved and enhanced for the following broad range of BPVs, which are as follows:

- Protection of the Natural Habitat of Fish, Wildlife, and Plants
- Sustainable Forestry
- Outdoor Recreation by the General Public
- Preservation of Open Space
- Historic and Cultural Values
- Agricultural Uses

The Conservation Easement for the Property ensures permanent protection of those BPVs listed in the Stipulation that are present on the Property. Exhibit D of the Conservation Easement (Attachment B) provides that the following BPVs are protected on this Property. These are:

A. Protection of the Natural Habitat of Fish, Wildlife, and Plants

Habitat for fish, wildlife, and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property and are defined as “native” by the California Department of Fish & Wildlife and its successors.

B. Sustainable Forestry

Forest resources on the Property. Forest resources consist of mid-elevation Sierra Nevada oak woodland and annual grassland forest type and riparian vegetation that provide habitat for wildlife and fisheries.

C. Preservation of Open Space

The scenic viewshed of the Property in keeping with the surrounding

environment, providing a forested landscape and open grassland visible to passersby on the nearby roads, as well as views of the waterbodies on the Property.

D. Preservation of Historic and Cultural Values

Identified historical and cultural values, to the extent they are protected by state and federal law.

E. Outdoor Recreation by the General Public

Outdoor recreation such as camping, swimming, boating, sightseeing, water sports, fishing and hiking.

Stipulation BPVs listed below are not present on this Property and thus are not included in this conservation easement.

F. Agricultural Uses

(5) Environmental Information

The proposed conveyance of a Conservation Easement constitutes no proposed changes to land use; thus, no direct or indirect environmental impacts will occur as a result. Therefore, the transaction does not constitute a “project” under the California Environmental Quality Act (CEQA). Accordingly, as stated in D.99-12-030 (pages 7 and 9), this advice letter process is not subject to review under CEQA.

Tribal Lands Policy

The Tribal Lands Policy does not apply to this transaction because the guidelines contained in Resolution E-5076 clarify that the policy only applies to fee transactions. (Resolution, p. 59, ¶ 12-13.) On a going forward basis, the land subject to this Advice Letter will be subject to the Tribal Lands Policy for future transactions, if any. (Resolution, p. 59, ¶ 16.)

Native American Engagement

Consistent with existing practice for LCC transactions, PG&E is serving this Advice Letter to the Tribes and Native American entities affected by the proposed transaction as identified by the Stewardship Council’s outreach process. The Stewardship Council’s outreach process includes noticing to those tribal contacts as identified through CAL FIRE’s Native American Contact List, which the Native American Heritage Commission assisted in creating and provides ongoing updates and issue resolution assistance.¹

¹ <https://www.fire.ca.gov/programs/resource-management/resource-protection-improvement/environmental-protection-program/cultural-resources-management-program/>

PG&E's Review & Finding

PG&E has reviewed the transaction and documents herein, and has determined that the proposed transaction is compliant with requirements of the Stipulation. Additionally, this transaction will not have an adverse effect on the public interest or on the ability of the utility to provide safe and reliable service to customers at reasonable rates.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail by facsimile or electronically, any of which must be received no later than September 23, 2021, which is 20 days after the date of this submittal. Protests should be mailed to:

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

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

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

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

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

Effective Date

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

Notice

In accordance with General Order 96-B, Section IV, and D.08-11-043 (as modified by Decision 10-08-004), a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list, Service List A.08-04-020 and I.02-04-026, Appendix A and additional parties identified by the Stewardship Council. Address changes to the General Order 96-B service list should be directed to e-mail PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

_____/S/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachments:

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

Note: The Transaction Agreement between PG&E and Mother Lode Land Trust is available upon request.

cc: Service List Appendix A - Advice Letter 6312-E
Heidi Krolick, Stewardship Council
Erin Healy, Stewardship Council
Service List A.08-04-020, I.02-04-026
Additional Parties Identified by the Stewardship Council

***** SERVICE LIST Advice 6312-E *****
Appendix A

***** **AGENCIES** *****

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rmp@cpuc.ca.gov

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Mother Lode Land Trust
Attn: Executive Director
1324 Jackson Gate Road
Jackson, CA 95642
Phone: (209) 304-8804

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



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6312-E

Tier Designation: 1

Subject of AL: Bass Lake Land Retained - Request for Approval under Decision (D.) 03-12-035, D.08-11-043, D.10-08-004 and Public Utilities Code Section 851

Keywords (choose from CPUC listing): Agreements, Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.03-12-035, D.08-11-043, D.10-08-004

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

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

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

Attachment A

Land Conservation and Conveyance Plan

Final LCCP

September 23, 2020

Updated August 31, 2021



Stewardship
Council

Land Conservation and Conveyance Plan

PG&E Retained Lands at Bass Lake Planning Unit

Executive Summary

Subject

LCCP Bass Lake Planning Unit
Land Conservation Plan Identification Numbers (Parcels) 1033-1036 and 1040 as shown on the map attached as Exhibit 1.

Type of Property Interest Disposition

- PG&E to retain fee simple title to 1,085 acres within Parcels 1033-1036 and 1040.
- Mother Lode Land Trust (MLLT) to hold the conservation easement on 1,085 acres in Parcels 1033-1036 and 1040.¹

Summary

The 1,085-acre Bass Lake planning unit includes 5 legal parcels. All 1,085 acres of the planning unit (Parcels 1033-1036 and 1040) will be retained by PG&E and are the subject of this LCCP. Pending Federal Energy Regulatory Commission (FERC) and California Public Utilities Commission (CPUC) approval, PG&E and MLLT will enter into a conservation easement that will encumber Parcels 1033-1036 and 1040.

Property Location

The property subject to this LCCP consists of 1,085 acres in Madera County around and within Bass Lake.

Economic Uses and Agreements

There are recorded encumbrances on the property to be retained by PG&E at the Bass Lake planning unit for roads and highway right of way, ingress and egress, sanitary sewer pipeline and appurtenances, recreation facilities, water pipeline, boat docks, parking area, driveways, restroom, sewer plant and telephone. There are unrecorded agreements and existing agreements for economic uses on the property to be retained by PG&E within the Bass Lake planning unit for boat docks and mooring, Madera County Sheriff Department observation tower site (in connection with saving lives and enforcement), recreation facilities, communication facilities, and a camp.

Preserving and/or Enhancing the Beneficial Public Values

¹ Parcels 1037-1038 and 1041-1044 were included as part of the planning unit, but PG&E has transferred ownership of these parcels to the then lease holders as outlined in the Bass Lake 100 year Master Lease, which contained an option to buy the parcel that was leased. Therefore, these parcels have been removed from the planning unit.

The conservation easement for Parcels 1033-1036 and 1040 within the Bass Lake planning unit lists the following Beneficial Public Values (BPVs) that are to be protected:

- Habitat for fish, wildlife, and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.
- Forest resources on the Property. Forest resources consist of mid-elevation Sierra Nevada oak woodland and annual grassland forest type and riparian vegetation that provide habitat for wildlife and fisheries.
- The scenic viewshed of the Property in keeping with the surrounding environment, providing a forested landscape and open grassland visible to passersby on the nearby roads, as well as views of the waterbodies on the Property.
- Outdoor recreation such as camping, swimming, boating, sightseeing, water sports, fishing and hiking.
- Identified historical and cultural values, to the extent they are protected by state and federal law.

Tax Neutrality

PG&E will continue to own and pay property taxes on the property.

Hazardous Waste Disclosure

PG&E confirmed it has provided the Bass Lake Summary of Potential Environmental Issues dated August 17, 2011 to MLLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

Consideration of Parcel Split

The entire 1,085 acres within Parcels 1033-1036 and 1040 are being retained by PG&E and therefore no parcel split is being proposed.

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

This Bass Lake transaction will not result in a direct physical change or a reasonably foreseeable indirect physical change in the environment; therefore, the Stewardship Council does not believe that the transaction is a project under CEQA. In

addition, the transfer of land to preserve open space, habitat, or historical resources is categorically exempt under Section 15325 of the CEQA Guidelines (CFR Title 14, Chapter 3) and Public Resources Code 21080.28 clarifies that CEQA review is not required before a public agency transfers an interest in property, provided the purpose of the transfer is to conserve the land for habitat, open space, agricultural, or historic preservation, among other purposes.

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Introduction

The Pacific Forest and Watershed Lands Stewardship Council (Stewardship Council) is a private, nonprofit foundation established in 2004 pursuant to a Settlement Agreement and a Stipulation Resolving Issues Regarding the Land Conservation Commitment approved by the California Public Utilities Commission (CPUC) in Decision 03-12-035 (Dec. 18, 2003). The Stewardship Council Board of Directors includes appointees from state and federal agencies, water districts, Native American and rural interests, forest and farm industry groups, conservation organizations, the CPUC, and Pacific Gas and Electric Company (PG&E).

The Stewardship Council has developed a plan to protect more than 140,000 acres of watershed lands (Watershed Lands) currently owned by PG&E for the benefit of the citizens of California. Protecting the Watershed Lands will be accomplished through (1) PG&E's grant of conservation easements to one or more public agencies or qualified conservation organizations so as to protect the natural habitat of fish, wildlife, and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values (collectively the Beneficial Public Values), and in some cases, (2) PG&E's donation of the Watershed Lands in fee to one or more public entities or qualified conservation organizations, whose ownership would be consistent with these conservation objectives.

Located primarily in the Sierra Nevada and Cascade Mountain range watersheds, the Watershed Lands contain some of the most pristine and resource-rich landscapes found in the state. The properties are diverse and geographically remote, located in 21 counties from the northern reaches of the state to the southern end of the Central Valley.

As required by the Settlement and Stipulation, the Stewardship Council prepared a Land Conservation Plan (LCP) to establish a framework for the conservation and/or enhancement of the Watershed Lands, and to ensure the permanent protection of these lands for the benefit of current and future generations of Californians. To address the challenge of a conservation effort of this large scope and unique nature, and to facilitate engagement of a wide range of stakeholders and interested members of the public, the Stewardship Council grouped the Watershed Lands into 47 planning units and established a phased approach to development and implementation of the LCP.

In 2007, the Stewardship Council board adopted Volumes I and II of the LCP:

- **Volume I:** The Land Conservation Framework establishes the overall framework for the LCP, including legal requirements, the planning process, methodologies, public involvement, and relevant regulatory processes.
- **Volume II:** Planning Unit Concepts documents existing conditions and presents management objectives, potential measures, and conceptual plans to preserve and/or enhance the Beneficial Public Values (BPVs) within each planning unit. It also documents existing economic uses.

Volume III, consisting of Land Conservation and Conveyance Plans (LCCPs) to be issued serially and cumulatively, will encompass a series of real estate transaction packages that will detail the specific land conservation and/or disposition requirements for each parcel or parcel cluster. LCCPs represent the Stewardship Council's recommendations for preserving and/or enhancing the BPVs of the Watershed Lands, and are intended to support required regulatory approvals of the land transactions resulting from the Stewardship Council's recommendations. The content of the LCCP spans a number of issues required by the Settlement and Stipulation, such as an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any Federal Energy Regulatory Commission (FERC) license, FERC license renewal, or other regulatory requirements. In addition, conservation easements will honor existing agreements for economic uses, including consumptive water deliveries, and preserve or enhance reasonable public access to the Watershed Lands.

During the development of LCP Volumes I and II and the LCCPs, the Stewardship Council implemented a public outreach program to ensure local communities, elected representatives, neighboring property owners, Native American tribes and groups, and other key stakeholders had many opportunities to engage in the Stewardship Council's effort to preserve and enhance the Watershed Lands. To solicit additional input from the public on potential fee title recipients or conservation easement holders (referred to as donees), the Stewardship Council hosted a series of public information meetings. These meetings were designed to (1) provide an overview and update on the Stewardship Council's Land Conservation Program, (2) outline next steps, timeline, and opportunities for additional public input, and (3) solicit public input on the desired qualifications of potential donees and the future stewardship of the planning units. The Stewardship Council also made a concerted effort to extend the benefits of PG&E's Land Conservation Commitment to Native American tribes and groups, including meeting in person with representatives of Native American entities and conducting special outreach to best ensure Native American entities were aware of, and provided full access to participate in the opportunities presented by PG&E's Land Conservation Commitment.

Public input that the Stewardship Council received as a result of the public outreach process, including comments on Volume II of the LCP, comments from public information meetings on the selection of donees and other issues, and correspondence received by the Stewardship Council were considered by the Stewardship Council in its evaluation of the potential donees and their land stewardship proposals. In addition to public meetings, the public was given the opportunity to participate in all of the Stewardship Council's public board meetings where decisions were made on fee title and conservation easement donees. Prior to making a decision regarding the disposition of any parcel, the Stewardship Council will provide notice to the Board of Supervisors of the affected county, each affected city, town, and water supply entity, each affected Tribe and/or co-licensee, and each landowner located within one mile of the exterior boundary of the parcel, by mail or other effective manner. A summary of the public outreach

process for this subject LCCP, the Bass Lake planning unit, is provided in Appendix 1. Furthermore, the proposed LCCP will be made available for public review and comment before it is forwarded by the Watershed Planning Committee to the board for its review and approval.

The Stewardship Council Board of Directors recommends that Mother Lode Land Trust (MLLT) hold a conservation easement encumbering all 1,085 acres within the six parcels (1033-1036 and 1040) that are to be retained by PG&E.

Table 1-1 identifies Stipulation requirements that will be addressed in the LCCP and includes pertinent language from the Stipulation.

Table 1 Stipulation 12(a) Requirements

(1) Acreage, Existing Economic Uses and Agreements <i>"Reasonably exact estimates of acreage, by parcel, within or outside licensed project boundaries, and existing economic uses (including all related agreements);"</i>
(2) Objectives to Preserve and/or Enhance <i>"Objectives to preserve and/or enhance the BPVs, as defined in the Settlement Agreement, Appendix E, of each individual parcel;"</i>
(3) Recommendations for Conservation Easement and Fee Simple Donation <i>"A recommendation for grant of a conservation easement or fee simple donation for each such parcel;"</i>
(4) Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance BPVs <i>"A finding that the intended donee of such easement or fee simple has the funding and other capacity to maintain that property interest so as to preserve and/or enhance the BPVs thereof;"</i>
(5) Analysis of Tax and Other Economic and Physical Impacts <i>"An analysis of tax and other economic and physical impacts of such disposition strategy, and a commitment by an appropriate entity to provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county under the LCC will be 'tax neutral' for that county;"</i>
(6) Hazardous Waste Disclosure <i>"A disclosure of all known hazardous waste or substance contamination or other such environmental liabilities associated with each parcel;"</i>
(7) Consideration of Parcel Split <i>"Appropriate consideration whether to split any parcel which is partly used or useful for operation of PG&E's and/or a co-licensee's hydroelectric facilities, where the beneficial public values of the unused part may be enhanced by such split, provided that it is consistent with Section 12(b)(4) of this Stipulation and that, in the event that governmental approval of a parcel split imposes conditions or restrictions on other PG&E property, the decision to accept or reject such conditions will be at PG&E's sole discretion;"</i>
(8) Strategy for Physical Measures to Enhance BPVs <i>"A strategy to undertake appropriate physical measures to enhance the BPVs of individual parcels; provided that no such measure will be in conflict with the provisions of</i>

Settlement Agreement paragraph 17(c) and Appendix E paragraph 1;

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

"A plan to monitor the economic and physical impacts of disposition and implementation of enhancement measures on the applicable management objectives;"

(10) Implementation Schedule for Transactions and Measures

"A schedule for the implementing transactions and measures."

1. Acreage, Existing Economic Uses and Agreements

Acreage and Property Description

The Bass Lake planning unit contains five legal parcels (Parcels 1033-1036 and 1040) totaling approximately 1,085 acres in Madera County. All 1,085 acres in Parcels 1033-1036 and 1040² will be retained by PG&E and, consistent with the conditions in the Settlement Agreement, Parcels 1033-1036 and 1040 will be encumbered with a perpetual conservation easement, granted by PG&E to MLLT as described in Chapter 3.

The Bass Lake planning unit is located near two small towns; about 8 miles west of Oakhurst, and about five miles south of North Fork. The central feature of this planning unit is Bass Lake, a four mile-long and half-mile wide reservoir with 1,165 surface acres and 15 miles of shoreline at full pool. Much of the east side of the lake is bordered by private lands occupied by one large resort, The Pines, and several residential developments. The shoreline in the area of the residential developments is largely occupied by boat docks authorized under a PG&E permit program.

The reservoir area supports nesting bald eagles and osprey. The Sierra National Forest has designated three California spotted owl Protected Activity Centers (PACs) within one-half mile of the reservoir. Relicensing studies identified several special status plant species that have been found or that may occur within the Bass Lake area, one being a federally listed and extremely rare species with only six known occurrences.

There are many recreational facilities at Bass Lake including campgrounds, trails, picnic areas, and a boat ramp. Most of these facilities are on Sierra National Forest lands, but several are on PG&E land as well. Recreation use at Bass Lake is high during the summer, when the reservoir hosts many boaters, campers, anglers, and resort guests. On the west shore of the lake, the Pacific Service Employees Association (PSEA) operates the 20-acre Camp Wishon Cove for its members under a PG&E lease. The camp has 21 cabins, eight RV and ten tent campsites, a recreation room and playground, laundry facilities, access to the lakeshore, and a dock. Three homeowner associations have PG&E leases for recreational activities on areas of shoreline next to their communities. These lease areas generally include boat docks, a boat ramp, parking and small beaches, picnic areas, or similar day use amenities.

The lands within and surrounding the planning unit are primarily covered with mature mixed conifer forests, with small areas of oaks and riparian vegetation. Forested lands within the planning unit are included within PG&E's Bass Lake Timber Management Unit (TMU), which contains 212 acres of timberlands. The TMU is managed under a Salvage prescription, meaning that timber management activities are restricted to

² Parcels 1037-1038 and 1041-1044 were included as part of the planning unit, but PG&E has transferred ownership of these parcels to the then lease holders as outlined in the Bass Lake 100 year Master Lease, which contained an option to buy the parcel that was leased. Therefore, these parcels have been removed from the planning unit.

mitigating for emergency forest and watershed health issues, such as salvage harvesting following an insect attack or fire.

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

The Bass Lake area is within the ancestral territory of the Southern Miwok, Chukchansi Yokuts, and North Fork Mono tribes. The latter were the principal occupants of the area prior to European settlement in the mid-1800s. Several prehistoric and historic sites have been identified around Bass Lake, and the Sierra National Forest has nominated the area as the Crane Valley National Historic District.

Adjacent and Nearby Landowners

The lands within the Bass Lake planning unit to be retained by PG&E are surrounded by private property and National Forest System lands managed by the Sierra National Forest as the Bass Lake Recreation Area. The parcels are accessed from Road 274, South Shore Road/Road 222, and North Shore Road.

The Stewardship Council notified and invited landowners located within one mile of the subject parcels to provide comment during key phases of the land conservation and conveyance planning process.

Existing Economic Uses and Agreements

There are recorded encumbrances on the property to be retained by PG&E at the Bass Lake planning unit for roads and highway right of way, ingress and egress, sanitary sewer pipeline and appurtenances, recreation facilities, water pipeline, boat docks, parking area, driveways, restroom, sewer plant and telephone. There are unrecorded agreements and existing agreements for economic uses on the property to be retained by PG&E within the Bass Lake planning unit for boat docks and mooring, Madera County Sheriff Department observation tower site (in connection with saving lives and enforcement), recreation facilities, communication facilities, and a camp.

PG&E reserves rights in the conservation easement to maintain and operate existing and future utility facilities over portions of the parcels. The specific Hydro Reserved Rights are set forth in the conservation easement, which can be found in Appendix 2.

2. Objectives to Preserve and/or Enhance the BPVs

The Land Conservation Commitment provides that “PG&E shall ensure that the Watershed Lands it owns... are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values. PG&E will protect these beneficial public values associated with the Watershed Lands... from uses that would conflict with their conservation. PG&E recognizes that such lands are important to maintaining the quality of life of local communities and all the people of California in many ways, and it is PG&E’s intention to protect and preserve the beneficial public values of these lands under the terms of any agreements concerning their future ownership or management.”³

The following text lists the objectives for each BPV at the Bass Lake planning unit that the Stewardship Council board approved in LCP Volume II, as well as a description of how the conservation easement addresses each objective and each applicable BPV.

The conservation easement will protect the BPVs, subject to PG&E’s hydro and other reserved rights as provided in the conservation easement.

1. Objective: Preserve and enhance habitat in order to protect special biological resources.

The conservation easement (Appendix 2) includes a list of BPVs that will be protected including the following BPV: “Habitat for fish, wildlife, and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.”

2. Objective: Preserve open space in order to protect natural and cultural resources, viewsheds, and the recreation setting.

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

3. Objective: Enhance recreational access in order to provide additional public recreation opportunities.

The conservation easement includes outdoor recreation, such as camping, swimming, boating, sightseeing, water sports, fishing and hiking, as a BPV to be protected. Furthermore, the conservation easement provides that the landowner will allow public

³ Land Conservation Commitment I.02-04-026, Appendix E, p. 38

access on the property at levels substantially consistent with those existing at the time the conservation easement is recorded, subject to PG&E's Reserved Rights (Section 7 of the conservation easement), and the landowner's right to make reasonable rules and regulations.

4. Objective: Manage cultural resources in order to ensure their protection as well as support opportunities for public education.

The conservation easement will protect identified historical and cultural values on the Property to the extent they are protected by state and federal law.

3. Retention or Donation of Fee Title and Recommendation for Conservation Easement Donation

The Settlement and Stipulation require that the Watershed Lands: (1) be subject to permanent conservation easements restricting development of the Watershed Lands so as to protect and preserve the BPVs, and/or (2) be donated in fee simple to one or more public entities or qualified nonprofit conservation organizations, whose ownership will ensure the protection of these BPVs.

Donee Selection Process

The Stewardship Council used a formal multi-step process to solicit and select organizations interested in receiving a donation of Watershed Lands or becoming a conservation easement holder at the Bass Lake planning unit. The process consisted of the following key steps:

- Organizations were invited to register via the Stewardship Council's Interested Donee Registry and were invited to submit a statement of qualifications (SOQ). The Stewardship Council reviewed the SOQs that were submitted to identify organizations that: (a) were determined to be a qualified nonprofit conservation organization; a federal, state or local governmental entity; or, a recognized tribe; (b) appeared to have sufficient financial and organizational capacity relative to the property interest sought within the planning unit; and, (c) appeared to be capable of satisfying the requirements of the Settlement and Stipulation for receiving a donation of fee title or to hold the conservation easement.
- Organizations demonstrating sufficient capacity and determined by the Stewardship Council to be best-suited to receive a donation of property interest (fee or conservation easement) in particular Watershed Lands within a planning unit are being recommended to PG&E to receive fee title and/or conservation easements.

Retention or Donation of Fee Title

The Settlement Agreement states that PG&E will not be expected to make fee simple donations of Watershed Lands with hydroelectric project features, and conservation easements and enhancements may not interfere with hydroelectric operations. In general, PG&E will retain fee title to those Watershed Lands within the boundaries of hydroelectric projects licensed by the FERC, as well as other properties required for continuing and future utility operations. However, these Watershed Lands will be conserved via a conservation easement. See Appendix 4 for a description of PG&E's Land Conservation Commitment.

The Bass Lake planning unit, located in Madera County, encompasses approximately 1,085 acres. Approximately 151 acres were identified by PG&E as lands outside of Federal Energy Regulatory Commission (FERC) project boundaries and not necessary for current and future utility operations. Therefore, these 151 acres of land were made

available for fee title donation. On September 16, 2010, the Stewardship Council board recommended that the U.S. Forest Service (USFS) become the prospective fee donee for 73 acres at the Bass Lake planning unit after determining that the donation of such acreage to the subject organization would promote consistent and consolidated land management, as well as achieve more efficient implementation of the land conservation program.⁴ However, on March 8, 2012, following further evaluation of the proposed fee title donation, the USFS notified the Stewardship Council of its decision to no longer pursue this donation. Given the withdrawal of the USFS from the previously recommended fee title donation transaction, the Stewardship Council board agreed that the 151 acres that had been made available for donation at the Bass Lake planning unit should be retained by PG&E.

Lands to be Retained by PG&E

1,085 acres within five parcels (1033-1036 and 1040) of the Bass Lake planning unit will be retained in fee by PG&E.

The map in Exhibit 1 shows all shows all of the land within Parcels 1033-1036 and 1040 in the Bass Lake planning unit subject to this LCCP that will be retained by PG&E. The map also shows key features in the planning unit and surrounding area, and the ownership of adjacent land.

Conservation Easement

The Settlement Agreement states “the conservation easements shall provide for the preservation of land areas for the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values, and shall prevent any other uses that will significantly impair or interfere with those values. Conservation easements on the Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements. In addition, conservation easements will honor existing agreements for economic uses, including consumptive water deliveries. The conservation

⁴ In 2010, in furtherance of our objective to advance implementation the Land Conservation Plan, the Stewardship Council completed an evaluation of the watershed lands to determine whether certain land ownership recommendations should be made without the need to complete a formal request for proposal (RFP) process. On September 16, 2010 after an opportunity for public comment, the Stewardship Council board recommended that approximately 73 acres within the Bass Lake planning unit be donated to the USFS. These properties are bordered on two sides or more by lands currently owned and managed by the USFS. The Stewardship Council determined that the introduction of a new landowner would potentially complicate land management with the potential for little or no assurance of increased preservation or enhancement of the beneficial public values of the donated lands.

easements shall be donated to and managed by one or more non-profit conservation trustees, qualified conservation organizations or public agencies with the experience and expertise to fully and strictly implement the conservation easements” (Land Conservation Commitment I.02-04-026, Appendix E, pp. 38-39).

For the complete text of the conservation easement, see Appendix 2.

Conservation easements must be donated to nonprofit organizations, Native American tribes, or public agencies that meet the requirements of California Civil Code section 815.3 and possess the experience and capacity to fully and strictly implement the terms of the conservation easement. MLLT will hold the conservation easement over the lands within the Bass Lake planning unit that are the subject of this LCCP. The qualifications of MLLT are described in Chapter 4.

Accordingly, immediately following the Section 851 approval of PG&E’s grant of a conservation easement over lands retained by PG&E in the Bass Lake planning unit, PG&E and MLLT will execute the conservation easement and it will be recorded.

4. Finding of Donee Funding and Other Capacity to Maintain Lands to Preserve and/or Enhance the BPVs

Selected Organizations

At the conclusion of the selection process referenced above, the following organization was endorsed by the Stewardship Council board on June 26, 2019:

- Mother Lode Land Trust (MLLT) to hold a conservation easement over 1,085 acres in six parcels to be retained by PG&E (Parcels 1033-1036 and 1040) in the Bass Lake planning unit.

Capacity of Selected Organizations

The Stewardship Council board finds that MLLT has the funding and other capacity to maintain the property interest so as to preserve and/or enhance the BPVs⁵.

- MLLT was established in 1991 and, as of 2020, MLLT holds 26 conservation easements on over 7,500 acres in Amador, Calaveras, Alpine, El Dorado, and Tuolumne counties. MLLT also owns and manages the 200 acre Chichizola Cuneo Ranch in Jackson, 375 acres of the Deer Creek Hills Preserve near Rancho Murieta, the 575 acre Long Gulch Ranch - Great Gray Owl Preserve in Groveland, and 10 acres of watershed land on the Cosumnes River near Plymouth.
- MLLT has an experienced staff and board of directors with expertise in forestry, agriculture, wildlife biology, rangeland science, land management, appraisal practices, local government, and community development.
- MLLT is a qualified conservation easement holder under California Civil Code Section 815.3.
- MLLT is an accredited land trust with the Land Trust Alliance.

⁵ Stipulation, Section 12(a)(4)

5. Analysis of Tax and Other Economic and Physical Impacts

The Settlement and Stipulation require that the LCCP provide “an analysis of tax and other economic and physical impacts of such disposition strategy, and a commitment by an appropriate entity (which may be PG&E, subject to being authorized by the Commission to fully recover in rates any such costs in approving PG&E’s Section 851 application or in another appropriate Commission proceeding, Stewardship Council, donee, or a third party, depending on the individual circumstances) to provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county under this Land Conservation Commitment will be ‘tax neutral’ for that county.”

Property Tax Analysis

PG&E is retaining fee title ownership of all 1,085 acres within Parcels 1033-1036 and 1040 of the Bass Lake planning unit and as such, PG&E will continue to pay property taxes to Madera County as assessed by the State Board of Equalization.

Other Economic and Physical Impacts

The Settlement and Stipulation require an analysis of the physical and economic impacts of each disposition. The agreements for the conservation easement on Parcels 1033-1036 and 1040 of the Bass Lake planning unit have not mandated any changes to the physical or economic uses and PG&E intends to manage the lands in a manner consistent with the current physical and economic uses.

No new activities are proposed that will result in physical impacts.

The conservation easement will prohibit development and other uses of the land that would significantly impair the BPVs, all subject to PG&E’s Hydro Reserved Rights. PG&E’s Hydro Reserved Rights are referenced in the conservation easement, which can be found in Appendix 2.

6. Hazardous Waste Disclosure

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

PG&E is retaining fee title ownership of all 1,085 acres within Parcels 1033-1036 and 1040 of the Bass Lake planning unit and confirmed it has provided the Summary of Potential Environmental Issues on Land to be Retained at Bass Lake, dated August 17, 2011, to MLLT, fulfilling the disclosure requirements of the Land Conservation Commitment.

7. Consideration of Parcel Split

PG&E will retain fee title to all 1,085 acres within Parcels 1033-1036 and 1040 of the Bass Lake planning unit. Therefore, there is no need for a parcel split.

8. Strategy for Physical Measures to Enhance the BPVs

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

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

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

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

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

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

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

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

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

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

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

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

10. Implementation Schedule for Transaction and Measures

Schedule for Transaction

- FERC review and approval (2021)
- CPUC review and approval (2021)
- Close of escrow (2022)
- Stewardship Council release of funds to MLLT per conservation easement funding agreement (2022)

Compliance with Local Land Use Planning Requirements

Future management of Parcels 1033-1036 and 1040 at the Bass Lake planning unit is anticipated to comply with all applicable County ordinances and/or General Plan policies.

Appendix 1: Summary of Public Outreach

SUMMARY OF PUBLIC OUTREACH PROGRAM

The Stewardship Council established a comprehensive public outreach program to both inform and solicit input from the public on the development and implementation of a plan to permanently protect over 140,000 acres of PG&E watershed lands. A variety of tools and techniques are used to engage the public, including:

- Stewardship Council Website: the website provides background information on the land conservation program and is regularly updated with board meeting agendas and minutes, proposed recommendations, and other announcements.
- Stakeholder Database and E-mailing: regular e-mail notifications are sent directly to individuals and organizations that have signed-up to receive e-mails. The e-mails provide updates on the status of the land conservation program, including pending actions by the board and upcoming public meetings.
- Targeted Newspaper Noticing and Paid Advertisements: newspaper advertisements and notices are placed in local newspapers circulated in the area where a board or public meeting is taking place or in communities that may have an interest in a particular topic on an upcoming meeting agenda.
- News Releases: news releases are issued to statewide and local media outlets at key intervals during the planning process.
- Public Information Meetings and Workshops: public information meetings and workshops are conducted throughout the watershed lands to provide updates and solicit input from interested stakeholders on the land conservation program and individual planning units. In many workshops, public comments were sought on potential measures to protect and enhance the beneficial public values on specific lands as well as the desired qualifications of potential donee organizations. Individuals and organizations unable to attend are provided an opportunity to submit comments in writing and review meeting summaries posted on the web site.
- Notice by Mail of Pending Decisions Regarding the Conveyance of Individual Parcels and Invitation to Comment:
 - Noticing of Affected Governmental Entities: prior to the Watershed Planning Committee forwarding a recommendation to the board that a proposed Land Conservation and Conveyance Plan (LCCP) be adopted by the board, a notice will be mailed to the Board of Supervisors of the affected county; each affected city, town, and water supply entity; and each affected tribe and/or co-licensee.
 - Noticing of landowners: postcards or letters are sent to all landowners located within one mile of lands that are the subject of a proposed LCCP prior to the Watershed Planning Committee forwarding a recommendation to the board that the proposed LCCP be adopted by the board.
- Individual Meetings with Stakeholders: Over the course of the preparation of Volumes I and II of the Land Conservation Plan (LCP) and the LCCP, Stewardship Council staff met, and communicated via the telephone and email, with a number of stakeholders interested in the Watershed Lands.

Appendix 1: Summary of Public Outreach

- The Stewardship Council Board of Directors meets five to six times per year, typically on a bimonthly schedule. At the board meetings, the public is invited to directly address the board on an agenda item or on any other matter. The meetings have been held at locations in northern and central California and across the watershed lands to help facilitate public participation. Agendas are available one week prior to meetings, and meeting minutes are posted on the Stewardship Council public website approximately three weeks following those meetings.

BASS LAKE PLANNING UNIT PUBLIC OUTREACH

Highlighted below are the opportunities that have been, or are being, provided for public input on key documents and decisions concerning the Bass Lake planning unit and the land conservation and conveyance process.

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

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

Four comments were received concerning the Bass Lake planning unit during public review of Volumes I and II of the LCP. These comments expressed support for the Settlement and Stipulations requirement that existing economic uses be honored, a request that the Historic Properties Management Plan referenced in the LCP be made available for public review, and concerns that property boundaries on the map are not clear.

II. NOTICING OF LANDOWNERS WITHIN ONE MILE

In the fall of 2006 a postcard was distributed to the approximately 26,000 landowners located within one mile of the exterior boundary of all the parcels to notify and invite comment on Volume I and II of the LCP. A postcard was also sent to notify and invite all landowners located within one mile of the parcels within the Bass Lake planning unit to a Public Information Meeting that was held in Clovis, California on April 21, 2011. In addition, simultaneous with the release of the proposed subject LCCP for public comment, adjacent landowners located within one mile of the subject parcels are noticed by mail 30 days before the Watershed Planning Committee considers forwarding the proposed subject LCCP to the board for final approval.

Appendix 1: Summary of Public Outreach

III. PUBLIC INFORMATION MEETING

A Public Information Meeting workshop for the Bass Lake planning unit was hosted by the Stewardship Council on April 21, 2011 in Clovis, California. Attendees at the workshop included a total of 18 individuals representing a wide variety of interests including local, state, federal, and tribal governments; and community organizations. The meeting was advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to the local newspaper, and a postcard sent to all landowners on record located within one mile of any PG&E parcel associated with the Bass Lake planning unit.

The purpose of the workshop was to: (1) provide an overview of the land conservation process; and, (2) solicit additional public input on future stewardship of the two planning units.

One comment was recorded at the meeting expressing support for PG&E to retain ownership of the property located on the north shore of Bass Lake.

IV. PUBLIC REVIEW OF LAND CONSERVATION PROGRAM POLICIES & GUIDELINES

Public comment was sought on policies and guidelines that helped inform the Stewardship Council's land conservation and conveyance process. These documents were provided to the public in advance of being reviewed and endorsed by the Watershed Planning Committee or Fiduciary Committee and forwarded to the board for review and consideration.

Land Conservation Program Funding Policy

The Stewardship Council created a Land Conservation Program Funding Policy to help guide future planning and decision-making regarding funding of the long term management and stewardship of the watershed lands. In June and July, 2009, the draft policy was posted on the Stewardship Council's web site and made available for review and comment to a group of stakeholders consisting of all registered potential donees and representatives of the counties in which the watershed lands are located. Two comments were received during the 30-day review and comment period. Both comments were reviewed, and it was determined that neither comment necessitated a change in the draft policy. The Stewardship Council's Board of Directors adopted the policy at a public board meeting in Sonora, Calif. on September 17, 2009.

Guidelines for Achieving Property Tax Neutrality

The Stewardship Council created guidelines for achieving property tax neutrality to describe scenarios when the Stewardship Council will make property tax payments to affected counties as in lieu payments for property taxes that are lost due to the donation of PG&E watershed lands to an entity that is exempt from paying property taxes. The guidelines also defined a set of overarching assumptions regarding property tax neutrality payments. The draft guidelines were posted on the Stewardship Council's web site in December 2010. A notice inviting review and comment on the guidelines was sent to the Stewardship Council's stakeholder database. Additional targeted outreach was performed to inform the affected counties. Nine comments were received during the 60-day review and comment period. After

Appendix 1: Summary of Public Outreach

consideration of public comments, the Stewardship Council Board adopted a set of guidelines at its public board meeting on March 30, 2011.

Proposed methodology for achieving tax neutrality

The proposed methodology for achieving tax neutrality on donated lands was e-mailed to all land stakeholders and posted on Stewardship Council's website for public review and comment on January 9, 2012. The deadline for submission of comments was March 9, 2012. The Stewardship Council received one request to extend this deadline, which was granted. By the new deadline March 30, 2012, six comments were received. Upon consideration of the comments received, the Stewardship Council board deferred adoption of the full methodology until the June 27, 2012 board meeting so that the affected counties could be notified of the proposed change to the capitalization rate. No comments were received on the revised capitalization rate. The revised methodology was adopted by the board at its June 27, 2012 meeting.

V. WATERSHED PLANNING COMMITTEE RECOMMENDATIONS OF FEE TITLE AND CONSERVATION EASEMENT DONEES

Staff recommendations for prospective fee title donees and conservation easement holders that are endorsed by the Watershed Planning Committee are posted on the Stewardship Council's website for public review and comment. The proposed board action is noticed via an e-mail sent to contacts in the Stewardship Council's database. In addition, public board meetings are advertised via an e-mail sent to contacts in the Stewardship Council's database, an announcement posted on the Stewardship Council's web site, a press release issued to local papers, and an advertisement placed in local newspapers in the area where a board or public meeting is taking place or in communities that may have an interest in a particular topic on an upcoming meeting agenda. The board action taken is also noted in the meeting minutes that are posted on the Stewardship Council's website following each meeting.

All public comments received by staff concerning the fee and conservation easement recommendation at the Bass Lake planning unit were provided to the board for consideration at the relevant public board meeting.

VI. PUBLIC REVIEW OF THE LAND CONSERVATION AND CONVEYANCE PLANS

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

Appendix 1: Summary of Public Outreach

Watershed Planning Committee may make revisions to a proposed LCCP prior to forwarding a recommendation to the board.

VII. STEWARDSHIP COUNCIL BOARD OF DIRECTORS MEETINGS

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

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

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

A.P.N. 059-062-007,059-062-007-000,059-062-009,059-062-009-000,059-064-005,059-064-010-000,059-064-011-000,059-151-006-000,059-151-008-000,059-153-012-000,070-032-028-000,070-032-037-000,070-033-013,070-033-014

Date: _____

**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BASS LAKE PLANNING UNIT)**

Between

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

and

MOTHER LODGE LAND TRUST, a California non-profit public benefit corporation,
as Grantee

Note to the County Recorder: This is a conservation easement within the meaning given to such term in California Government Code §27255 and is to be included in the index developed and maintained pursuant to such section.

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**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BASS LAKE PLANNING UNIT)**

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT (this "**Easement**") is made and entered into this _____ day of _____, 20__ (the "**Effective Date**") by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), and MOTHER LODGE LAND TRUST, a California non-profit public benefit corporation ("**Grantee**"), with reference to the following facts:

RECITALS

A. The Property. Grantor is the owner of approximately 1,085 acres of real property located in Madera County, State of California, as more particularly described in the attached Exhibit A (the "**Property**").

B. FPA and FERC Jurisdiction. The Property lies within the boundaries of one or more hydroelectric projects licensed to Grantor pursuant to Part I of the Federal Power Act, 16 U.S.C. §§792-823d ("**FPA**").

1. FPA and FERC Requirements. The FPA requires regulation of the construction, operation, and maintenance of non-federal hydroelectric power projects pursuant to licenses issued by the Federal Power Commission, or its successor, the Federal Energy Regulatory Commission ("**FERC**"). Each such license requires the licensee to undertake appropriate measures on behalf of both developmental and environmental public interest uses of a waterway, including as relevant fish and wildlife protection and enhancement, irrigation, flood control, water supply, and recreation, together with whatever other beneficial public uses the license identifies as a "Project Purpose." The license requires the licensee to acquire and retain all interests in non-federal lands and other property necessary or appropriate to carry out the Project Purposes.

2. FPA and FERC Non-Project Uses. The FPA provides FERC with authority to regulate the use of a licensed project's lands and waters not only by the licensee but also by any other entity. FERC refers to such third-party use as "non-project use of project lands and waters." Even where the third-party use may be compatible with and even promote a specified Project Purpose, such use is "non-project," because it is not in the license as a direct obligation of the licensee. As a FERC licensee for the Property which is the subject of this Easement, Grantor must (except for very minor matters) apply to FERC for approval to convey to a third party any easement over project lands. FERC approval requires conveyance instruments to contain recorded covenants providing that that the non-project use will not interfere with Project Purposes, and requires its licensees to enforce such covenants and protect the project values.

3. Removal of FERC Jurisdiction. FERC jurisdiction and authority over a licensed hydropower project is removed if and when (1) the project is decommissioned and the project license is surrendered or otherwise terminated;

or (2) FERC determines that the project does not require a license to continue to operate, and the license expires or is otherwise terminated. Neither FERC nor the hydropower project license can bestow, remove, or alter water or other property rights; therefore, the end of FERC jurisdiction over the project has no effect on existing property rights in project lands and waters, including any conservation easements on such lands.

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

D. Grantor Party to Stipulation. In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "**Stipulation**").

E. Governing Documents and Beneficial Public Values. The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all owned by Grantor (collectively, the "**Watershed Lands**"), including the Property, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of Grantor to convey conservation easements and protect such beneficial public values on the Watershed Lands, as well as certain other obligations related thereto, are set forth in detail in Appendix E of the Settlement Agreement (as further explicated in Section 12 of the Stipulation), and are defined therein as the "**Land Conservation Commitment.**"

F. Stewardship Council and Land Conservation Plan. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "**Stewardship Council**"), was created to oversee and carry out the Land Conservation Commitment. Pursuant to the Governing Documents, the Stewardship Council developed a plan for protection of the Watershed Lands for the benefit of the citizens of California (the "**Land Conservation Plan**" or "**LCP**"). The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

G. California Civil Code §815. The Legislature of the State of California, as set forth in California Civil Code §815 *et seq.*, has found and declared it to be the public policy and in the public interest of this state to encourage the preservation of land in its predominantly natural, scenic, agricultural, historical, forested, or open-space condition, and that it is "the public policy and in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."

H. Grantee Qualified Nonprofit Organization. Grantee is a tax-exempt nonprofit organization qualified under §501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to §815.3(a) of the California Civil Code.

I. Grantor's Continuing Hydro Project Activities. Grantor has used and continues to use the Property for the purposes related to the generation of electricity from hydropower facilities and related to the delivery, storage, and consumptive and nonconsumptive use of water as described more fully on attached Exhibit B (the "**Hydro Project Activities**"). In furtherance of the Hydro Project Activities, Grantor has improved portions of the Property with water- and power-related facilities, access roads, recreational facilities, buildings and other structures. The Governing Documents provide that "[c]onservation easements on Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements."

J. Perpetual Protection of Beneficial Public Values. Grantee and Grantor intend through this Easement to ensure the perpetual protection of the beneficial public values on the Property as identified in the LCP, on and subject to the terms and conditions of this Easement. Specifically, the parties intend to assure that the beneficial public values identified in the LCP and set forth on Exhibit D (the "**Beneficial Public Values**") will be protected and preserved in perpetuity and that uses of the Property that are inconsistent with protecting and preserving these Beneficial Public Values will be restricted, all as set forth in this Easement; provided, however, that Grantor shall retain all interests not transferred to Grantee by this Easement, including, but not limited to Grantor's Hydro Reserved Rights described in Section 7 below.

AGREEMENT

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code §815 et seq., Grantor and Grantee further hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property (the "**Conservation Easement**"), subject to and in accordance with the terms and conditions of this Easement.

2. Purpose. It is the purpose of this Easement to protect and preserve in perpetuity the Beneficial Public Values on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of this Easement (the "**Purpose**"). As used in this Easement, the terms "impair" and "impairment" mean to diminish in quantity, quality, value, strength or viability. As used in this Easement, the terms "significant" and

"significantly," when used with "impair" and "impairment," respectively, mean a greater than negligible adverse impact, for more than a transient period. The parties agree that Grantor's retention of certain rights specified in this Easement, including the Hydro Reserved Rights, is consistent with the Purpose of this Easement.

3. Baseline Documentation Report. The parties acknowledge that certain existing conditions particularly relevant to the Property are documented in a baseline documentation report (the "**Baseline Documentation Report**"). Grantor and Grantee each have a copy of the signed Baseline Documentation Report, executed by both parties to acknowledge their approval and receipt of the Baseline Documentation Report. The parties agree that the Baseline Documentation Report contains an accurate representation of such existing conditions of the Property as of the Effective Date, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The foregoing notwithstanding, if a dispute arises with respect to any of the conditions of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute.

4. Commission and FERC. The terms and conditions of this Easement are subject to any conditions imposed by the Commission pursuant to **[Note: citation to decision/resolution to be inserted]** or by FERC pursuant to any hydroelectric project license for the Property or any applicable orders or regulations that FERC may issue from time to time. Notwithstanding anything to the contrary in this Easement, Grantor, its successors, and assigns have the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of Grantee or any other person. Grantor expressly reserves the right to comply with all FERC orders and regulations as they may be amended from time to time. In addition, Grantee shall comply with any information requests or reporting obligations required by the Commission or FERC, whether directly to the Commission or FERC, or through Grantor; provided that Grantor shall reimburse the reasonable costs and expenses incurred by Grantee in responding to such requests. Execution of this Easement by Grantor does not imply tacit Commission or FERC approval of a non-project use on the Property nor does it obligate Grantor to seek Commission or FERC approval for non-project uses proposed by Grantee.

5. Rights Conveyed to Grantee. Subject to the terms and conditions of this Easement, Grantor grants and conveys to Grantee the following affirmative rights:

5.1 Identification, Monitoring and Enforcement. The right to identify with Grantor the Beneficial Public Values of the Property, the right to monitor and enforce the protection and preservation of such Beneficial Public Values in accordance with the terms of this Easement, the right to enforce the terms of this Easement, the right to enjoin any activity on the Property or other use of the Property which violates the terms of this Easement, and the right to enforce the restoration of such areas or features of the Property as may hereafter be damaged in violation of this Easement.

5.2 Access. The right for Grantee and Grantee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants,

representatives, agents, permittees and invitees ("**Grantee's Representatives**") to enter onto the Property at reasonable times, during normal business hours, not more than twice per calendar year and upon not less than ten (10) business days' advance written notice in order to monitor and inspect the Property, to enforce the rights which are granted herein, to determine whether the activities conducted on the Property are in compliance with the terms of this Easement, and to enforce the restoration of such areas or features of the Property as may have been damaged in violation of this Easement, all in compliance with the provisions of Section 10. Grantee will limit the number of Grantee Representatives entering the Property to those who are reasonably necessary to undertake the inspections, and such entry will be for no more days than are reasonably necessary to carry out the inspections. Grantor's representatives shall have the right to accompany Grantee's Representatives during bi-annual monitoring visits or on any other visit permitted by this Section 5.2. Notwithstanding the foregoing, Grantee shall also have the right of entry upon the Property upon not less than twenty-four (24) hours' advance written notice where such entry is necessary to (i) prevent, terminate, or mitigate a violation of the terms of this Easement; or (ii) monitor actions taken pursuant to the bi-annual inspections contemplated by this Section 5.2. All access and entry allowed under this Section 5.2 will be made in a manner that will not unreasonably interfere with the permitted use(s) of the Property by Grantor, its successors in interest, and any occupant(s) or user(s) of the Property and shall comply with any entry and access guidelines established by Grantor and restrictions contained in any Third Party Use Agreements. Without limiting the preceding sentence, with respect to the gates and fencing for the prevention of dumping and trespassing at the Property, Grantee shall comply with any and all of Grantor's on-site safety and security requirements and any other rules and regulations that may be implemented by Grantor. Grantee agrees to cooperate with Grantor and to abide by any and all orders or instructions issued by Grantor, its employees, agents or representatives. Upon request, if Grantee's employees or other representatives will be entering into restricted areas of the Property, Grantee shall have its employees who will be entering such areas attend PG&E safety presentations, so that such employees understand all safety precautions and protocols concerning high voltage transmission lines and the electrical substation.

5.3 Grantee Signs. Grantee shall have the right, but not the obligation, at its sole cost and expense, to erect, maintain, and/or remove, one or more reasonable, non-illuminated signs or other appropriate markers in locations on the Property visible from any public roads or other adjoining property, bearing information indicating (a) that the Property is protected by the Conservation Easement, and/or (b) the participation of Grantee and of any funder in the stewardship of the Conservation Easement, the wording, size, number, design, and location of which shall be decided upon by Grantee and Grantor, each exercising its reasonable discretion.

6. Prohibited Uses. Grantor will not engage in, or permit others to engage in, the prohibited uses set forth on Exhibit F hereto, except as otherwise provided therein (the "**Prohibited Uses**"), which Grantor and Grantee agree are inconsistent with the Purpose of this Easement.

7. Grantor's Reserved Rights.

7.1 Hydro and Other Reserved Rights. As provided in California Civil Code §815.4, all interests not expressly transferred and conveyed to Grantee by this Easement shall remain in Grantor, including the right to engage in and permit or invite others to engage in all uses of the Property not affected by this Easement nor prohibited by this Easement or by law. In compliance with §815.4, Grantor and Grantee acknowledge and agree that Grantor expressly reserves all rights accruing from the ownership of the Property and not expressly transferred and conveyed to Grantee by this Easement, including without limitation the right to engage in or permit or invite others to engage in all uses of the Property that do not significantly impair the Beneficial Public Values and are not expressly prohibited by this Easement. Without limiting the foregoing, Grantor shall have the right to engage in and permit or invite others to engage in the permitted uses set forth in Exhibit I (the "**Permitted Uses**"). In addition and notwithstanding any other provision of this Easement, Grantor expressly reserves the right to engage in or permit or invite others to engage in those uses set forth in Exhibit C ("**Hydro Reserved Rights**"), subject to the restrictions set forth in Sections 7.3 and 7.4 below.

7.2 Definitions. As used in this Section 7, the following defined terms shall have the meanings set forth below:

7.2.1 Anticipated Significant Actions. As used herein, "**Anticipated Significant Actions**" are (a) those Required Actions (which include Specified Required Actions pursuant to Section 7.2.3), that involve a Prohibited Use and/or that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, (b) Discretionary Actions that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, and (c) Permitted Uses that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values. Except as provided in Section 7.3.1, no Grantee notification, consultation or consent shall be required for actions, activities or improvements that are not Anticipated Significant Actions.

7.2.2 Required Actions. As used herein, "**Required Actions**" are those intended actions, activities or improvements that Grantor determines in Grantor's sole discretion exercised in good faith are required on the Property by any one or more of the following: (a) the Commission, FERC, or any other governmental entity having jurisdiction over Grantor's use, ownership, operation, or management of the Property, including the Hydro Project Activities, or (b) any Applicable Law (as defined in Section 8), or (c) any Third Party Use Agreements, or (d) to comply with professional practices, standards and/or policies governing the Hydro Project Activities. All references in this

Agreement to "Required Actions" shall include Specified Required Actions (as defined below) unless otherwise noted.

7.2.3 Specified Required Actions. As used herein, "**Specified Required Actions**" are those Required Actions that require a specified action, activity or improvement on the Property, with respect to which Grantor has no material discretion over the specific details of implementation, including, without limitation, the manner, timing, and location of the Specified Required Action. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 below, no Grantee consultation or consent shall be required with respect to any Specified Required Action.

7.2.4 Discretionary Action. As used herein, a "**Discretionary Action**" is an intended action, activity or improvement that is not a Required Action or a Permitted Use, and does not involve a Prohibited Use.

7.2.5 Hydro Operating Zone. As used herein, a "**Hydro Operating Zone**" is a spatially delineated area of the Property intended to primarily contain (or immediately adjacent to an area of the Property containing) Hydroelectric Facilities and Associated Water Delivery Facilities, as defined and described on Exhibit B hereto. The initial delineated Hydro Operating Zones are set forth on Exhibit G hereto; provided, however, that, subject to Sections 7.3 and 7.4 below, Grantor shall have the right, as a Discretionary Action governed by Sections 7.3 and 7.4 below, to expand, contract, add or remove Hydro Operating Zones from time to time.

7.3 Annual Work Plan Notification, Consultation and Consent Requirements.

7.3.1 Delivery and Contents of Annual Work Plan. No later than February 15th of each calendar year after the Effective Date, Grantor shall prepare and deliver to Grantee an annual work plan for the Property (an "**Annual Work Plan**"). In the Annual Work Plan, Grantor shall inform Grantee of the Anticipated Significant Actions Grantor anticipates undertaking on the Property during such calendar year. The Annual Work Plan shall include the following:

(a) a reasonably detailed description of the Anticipated Significant Actions Grantor intends to commence within such calendar year, together with a bullet point list of those actions Grantor intends to commence during such calendar year that Grantor determines do not constitute Anticipated Significant Actions;

(b) a bullet point list of all actions undertaken by Grantor during the immediately preceding calendar year that Grantor determined did not constitute Anticipated Significant Actions and were not described in a previous Annual Work Plan (or otherwise disclosed to Grantee);

(c) an indication of whether the Anticipated Significant Actions will occur within or outside of a Hydro Operating Zone;

(d) Grantor's determination of which Anticipated Significant Actions are Discretionary Actions;

(e) Grantor's determination of which Anticipated Significant Actions are Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(f) Grantor's determination of which Anticipated Significant Actions are Specified Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(g) Grantor's determination of which Anticipated Significant Actions are Permitted Uses, including a reasonably detailed explanation of the basis for Grantor's determination;

(h) Grantor's estimated timeline for commencement and completion of each of the Anticipated Significant Actions;

(i) a description of Grantor's anticipated efforts to avoid or minimize harm to or impairment of the Beneficial Public Values from the Anticipated Significant Actions;

(j) if and when available, Grantor shall use reasonable efforts to provide copies of any underlying filings (including filings, if any, under the California Environmental Quality Act), permits (e.g., burn permits, stream alteration permits, or timber harvest plans), orders or rulings associated with the Anticipated Significant Actions; and

(k) any Third Party Use Agreement renewals or replacements as contemplated by Section 9.1.2 below.

7.3.2 Review of Annual Work Plan. Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Annual Work Plan to review the Annual Work Plan. Grantee has the right to request reasonable additional information regarding actions identified in the Annual Work Plan. As part of the Annual Work Plan review process, Grantor and Grantee will consult on Express Third Party Uses as contemplated by Section 9.1 below and Informal Uses as contemplated by Section 9.2 below. Periodically, at such annual review meetings, the content requirements for the Annual Work Plan as set forth in Section 7.3.1 above may be modified, confirmed by mutual written agreement of the parties.

7.3.3 Anticipated Significant Actions within Hydro Operating Zones. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Anticipated Significant Actions within a Hydro Operating Zone.

7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones. The following provisions shall apply with respect to Anticipated Significant Actions outside of a Hydro Operating Zone:

(a) **Specified Required Actions.** Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or

consent shall be required with respect to any Specified Required Actions outside of a Hydro Operating Zone.

(b) Other Required Actions and Permitted Uses. With respect to Required Actions and Permitted Uses disclosed in the Annual Work Plan that are not Specified Required Actions and are to be undertaken outside of a Hydro Operating Zone, Grantor and Grantee agree that, at or prior to the meeting to review the Annual Work Plan, Grantee may (but shall be under no obligation to) propose alternative methods and practices to avoid or minimize harm to or impairment of one or more Beneficial Public Values by such Anticipated Significant Actions ("**Proposed Methods and Practices**"). Grantor shall implement the Proposed Methods and Practices, to the extent Grantor determines in its sole discretion exercised in good faith that the Proposed Methods and Practices (i) may be implemented in a commercially reasonable manner balancing the harm to Beneficial Public Values with any increased cost or burden to Grantor, (ii) where applicable, will allow for the completion of a Required Action in a timely manner, and (iii) are reasonably likely to avoid potential harm to or impairment of one or more Beneficial Public Values. If Grantor determines that one or more of the foregoing conditions has not been satisfied, Grantor shall specify the reasons for this determination in detail, and Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantor's objections to Grantee's Proposed Methods and Practices consistent with this paragraph.

(c) Discretionary Actions. With respect to Discretionary Actions disclosed in the Annual Work Plan that are to be undertaken outside of a Hydro Operating Zone, such Discretionary Actions shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee. If Grantee fails to grant or deny Grantor's request for consent within one hundred eighty (180) days following Grantee's receipt of Grantor's request for consent, Grantee shall be deemed to have consented to the particular Discretionary Action described in the request. If Grantee withholds its consent to such proposed Discretionary Action to be undertaken outside of a Hydro Operating Zone, Grantee shall specify its objections in detail and, wherever possible, propose commercially reasonable alternatives, methods and/or practices to avoid or mitigate harm to or impairment of the Beneficial Public Values while substantially achieving the purposes of Grantor's proposed Discretionary Action. Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantee's objections in a manner that sufficiently mitigates Grantee's objections to its reasonable satisfaction.

7.4 Anticipated Significant Actions Not Identified in Annual Work Plan. If Grantor intends to undertake an Anticipated Significant Action not identified in an Annual Work Plan, Grantor shall notify Grantee (a "**Notice of Action**"), and include the information required by Section 7.3.1 above. Additionally, Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Notice of Action to review Grantor's proposed Anticipated Significant Actions. Any Anticipated Significant Action (other than a Specified Required Action) identified in a Notice of Action which is proposed to occur outside of a Hydro Operating Zone shall be subject to Section 7.3.4 above. Where this Section 7.4 applies, references to the "Annual Work Plan" in Section 7.3.4 above shall be deemed to be references to the

applicable Notice of Action except that Grantor shall not be required to provide the list of actions set forth in Section 7.3.1(b) above.

7.5 Emergency Actions. Notwithstanding any other provisions of this Section 7, in the case of an emergency or other exigent circumstance affecting the safety of persons and/or property, Grantor may exercise its Hydro Reserved Rights and take any other remedial actions in an unrestricted manner on all or any portion of the Property within or outside of a Hydro Operating Zone without consultation with Grantee and without Grantee's consent. Grantor shall provide copies of any required notifications to applicable regulatory agencies of the emergency action and shall notify Grantee of those emergency actions taken, such notice to be provided to Grantee as soon as practicable but in any event within thirty (30) days after the emergency action has occurred.

7.6 Water Rights. The Parties acknowledge that Grantor's exercise of water rights relating to water located or flowing on or under the Property, including those described in Exhibit C, are governed by this Section 7.

8. Responsibility for Operations. Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership of the Property. In connection with Grantor's use or occupancy of the Property, Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, licenses, authorizations, orders and requirements, whether or not in the current contemplation of the parties, which may affect or be applicable to the Property or any part of the Property (including, without limitation, any subsurface area), all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, or any other governmental or quasi-governmental body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**"), except as expressly stated otherwise in this Easement. Without placing any limitation on the foregoing sentence, the parties agree as follows:

8.1 Condition of Property. Grantee shall have no duty or responsibility for (a) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Easement, (b) the monitoring of any hazardous conditions thereon, or (c) the protection of Grantor, the public, or any other person or entity from any risks relating to conditions on the Property.

8.2 Taxes. Grantee shall have no duty or responsibility for real property taxes and assessments levied on the Property.

8.3 Permits and Approvals. Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by

Grantor which is permitted by this Easement; provided, however, Grantor shall have no responsibility pursuant to this Easement for obtaining permits and approvals required on behalf of unrelated third parties who occupy or use the Property or for an unrelated third party's failure to comply with Applicable Laws. Grantee shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantee which is permitted by this Easement.

8.4 Limitation on Restoration Obligations. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after (a) any Act of God, which includes, without limitation, fire, climate change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Baseline Documentation Report; (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to any person resulting from such causes; or (c) the non-permitted acts of unrelated third parties so long as Grantor has satisfied its obligations under Section 9.3.

9. Third Party Use of the Property.

9.1 Express Third Party Uses. Exhibit H hereto describes the existing third party uses of the Property permitted with the express agreement of Grantor ("**Express Third Party Uses**"). Subject to Section 7 above, Express Third Party Uses shall also include any future third party use implemented by Grantor as a Required Action or as a Discretionary Action approved by Grantee in accordance with Section 7. Grantor retains the right to maintain, renew, and replace all agreements memorializing the Express Third Party Uses ("**Third Party Use Agreements**") and to engage in all activities reasonably required to comply with Grantor's obligations with respect to the Express Third Party Uses, subject to the following conditions:

9.1.1 Increases in Intensity or Expansion of Location or Size or Change in Use. Any (i) increase in the intensity, or (ii) expansion of the location or size, or (iii) a change in the use, of an Express Third Party Use (whether through a new agreement or an amendment to an existing agreement), that Grantor determines in Grantor's reasonable discretion exercised in good faith is likely to significantly impair the Beneficial Public Values shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee, except if such change in Express Third Party Use constitutes a Required Action in which case the consultation provisions of Section 7 above shall apply.

9.1.2 Renewal or Replacement of Third Party Use Agreements. All Third Party Use Agreements existing on the date hereof are identified on Exhibit H. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), Grantor, in consultation with Grantee as part of the Annual Work Plan consultation in accordance with Section 7.3 above, shall include contractual provisions to bring the continuation of the Express Third Party Use and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

9.1.3 Consultation on Express Third Party Uses. As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on existing Express Third Party Uses, including recommendations, if any, on how to bring the Express Third Party Uses and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

9.1.4 Enforcement of Third Party Use Agreements. If Grantor or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Beneficial Public Values (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts to enforce such Third Party Use Agreement or otherwise remedy such violation, at Grantor's sole expense.

9.2 Informal Uses and Public Access. Grantor and Grantee recognize that the Property has been used by third parties for recreational, cultural, and other non-commercial or informal purposes without formal written agreements to conduct such activities (the "**Informal Uses**"). Grantor and Grantee further recognize that access is inherent or may be inherent in the enjoyment of the Beneficial Public Values and the Informal Uses. Consistent with the objectives articulated in the Governing Documents to provide continued reasonable access by the public to the Watershed Lands, Grantor shall allow public access to the Property (other than Hydro Operating Zones) that is substantially consistent with the public access existing on the Effective Date, subject to Section 7 and the following limitations:

9.2.1 Rules and Regulations. Grantor reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access.

9.2.2 Liability Limitation. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law.

9.2.3 Periodic Review of Informal Uses. As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on Informal Uses, including recommendations made by Grantor or Grantee, if any, regarding the necessity of controlling, limiting or excluding the Informal Uses to ensure the preservation of the Beneficial Public Values.

9.3 Unauthorized Third-Party Uses. If Grantor or Grantee discovers any unauthorized third-party use or activity on the Property (not including any third party violation covered by Section 9.1.4 above) that violates the terms of this Easement (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, at Grantor's sole expense; provided that in no event shall Grantor's obligations under this Section 9.3 require Grantor to pursue legal action or incur other substantial costs. If Grantee demonstrates that Grantor's efforts in compliance with this Section 9.3 have not prevented, or are unlikely to prevent, the unauthorized third-party use or activity on the Property that violates the terms of this

Easement, Grantee may meet and confer with Grantor to propose additional efforts to prevent such use or activity which Grantee may undertake, at Grantee's sole expense. Grantor shall consider such proposal in good faith and, if Grantor permits Grantee to use such additional efforts, the scope and duration of such efforts shall be determined by Grantor, and Grantee shall comply with any requirements imposed by Grantor in connection with such efforts.

10. Enforcement and Remedies.

10.1 Procedures Upon Violation. If a party hereto (the "**Non-Breaching Party**") determines there is a breach of the terms of this Easement or that a breach is threatened, written notice of such breach (the "**Notice of Breach**") and a demand for corrective action sufficient to cure the breach shall be given by the Non-Breaching Party to the party allegedly breaching this Easement (the "**Breaching Party**"). Within fourteen (14) days after delivery of a Notice of Breach, Grantor and Grantee shall meet at a location in the County where the Property is located or as otherwise agreed to by the parties to discuss the circumstances of the alleged or threatened breach and to attempt to agree on appropriate corrective action. If the parties mutually determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged breach (the "**Consulting Expert**") shall attend the meeting. Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, that if Grantor and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action (or if any such corrective action is required) within thirty (30) days after such meeting, then the Non-Breaching Party may, at its election, deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the breach (the "**Notice of Easement Violation**"). If a violation is not cured within thirty (30) days after the delivery of the Notice of Easement Violation, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or failure to continue diligently to complete the cure, the Non-Breaching Party may commence litigation in accordance with Section 10.2 below.

10.2 Litigation. If the parties are not able to resolve a claim or dispute pursuant to Section 10.1 above, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Easement, to recover any damages to which Non-Breaching Party may be entitled for violation of the terms of this Easement, or for any other legal or equitable relief available under California law, including, but not limited to, temporary or permanent injunctive relief, monetary damages and/or any other form of relief required to achieve the restoration of the Property to the condition in which it existed prior to any violation. To the extent that Grantee recovers any monetary damages for the cost of restoring any injury or damage to a portion of the Property that is caused by Grantor's breach of this Easement, all such damages recovered by Grantee (after appropriate costs of suit are reimbursed) shall be applied to the cost of undertaking any corrective action to the applicable portion of the Property. Notwithstanding anything to the contrary contained in this Easement, in no event shall the Breaching Party be liable to the Non-Breaching Party for, and the parties each hereby waive their right to, any indirect, special, punitive,

or consequential damages resulting from the Breaching Party's breach of this Easement, whether foreseeable or unforeseeable.

10.3 Emergency Injunctive Relief. If circumstances require immediate action to prevent or mitigate a violation of this Easement and the Non-Breaching Party reasonably determines that irreparable harm would result if the Non-Breaching Party were required to complete the process set forth in Section 10.1, the Non-Breaching Party may proceed immediately to seek an injunction to stop the violation, temporarily or permanently.

10.4 Remedies Cumulative. The remedies described in this Section 10 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code §815 *et seq.*, inclusive. The failure of a party to discover a violation or to take immediate legal action shall not bar taking such action at a later time.

10.5 Costs of Enforcement. All costs incurred in enforcing the terms of this Easement, including, but not limited to, costs of suit and reasonable attorneys' fees as set forth in Section 20.11, shall be borne by the Breaching Party, but only to the extent that a breach of this Easement is determined to have occurred. If, after the Non-Breaching Party delivers a Notice of Easement Violation, it is determined that there was no breach of this Easement by the Breaching Party, the Non-Breaching Party shall pay all of the Breaching Party's costs and expenses incurred in connection with the alleged breach.

10.6 No Waiver. Enforcement of this Easement against a party shall be at the discretion of the Non-Breaching Party, and any forbearance by the Non-Breaching Party to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by the Non-Breaching Party of such term or of any subsequent breach of the same or any other term of this Easement or of any of such party's rights under this Easement. No delay or omission by the Non-Breaching Party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A party's permission to the other party to carry out, or failure to object to, any proposed use or activity by the other party shall not constitute consent to any subsequent use or activity of the same or different nature.

11. Indemnification and Insurance.

11.1 Indemnification by Grantee. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantor Indemnitees**") from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts' fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**") arising out of or in connection with this Easement or the Property to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.2 Indemnification by Grantor. Grantor shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantee, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantee Indemnitees**") from and against all Claims arising out of or in connection with this Easement or the Property except to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.3 Release. Entry onto the Property by Grantee and Grantee's Representatives shall be at Grantee's sole risk and expense, and Grantee accepts all risk relating to the condition of the Property. Notwithstanding the provisions of Section 11.2, Grantor shall not be liable to Grantee for, and to the maximum extent permitted by law, Grantee hereby waives and releases Grantor and the other Grantor Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss to Grantee and/or Grantee's Representatives resulting from or attributable to any occurrence relating to the condition of the Property, except if arising solely from Grantor's gross negligence or willful misconduct.

11.4 Insurance. Grantee shall procure, carry and maintain in effect during all access to the Property throughout the term of this Easement the insurance specified in Exhibit E hereto, provided that Grantor reserves the right to periodically review and reasonably modify the insurance requirements specified in Exhibit E in effect to be generally consistent with requirements of other prudent property owners allowing access to their properties by conservation easement holders. All insurance shall be written on forms and with insurance carriers acceptable to Grantor in its commercially reasonable judgment. Prior to Grantee's initial entry onto the Property, and thereafter at least thirty (30) days prior to the expiration date of any policy, Grantee shall provide Grantor with evidence of the insurance coverage, or continuing coverage, as applicable, satisfying the requirements of this Section 11.4 and Exhibit E. Grantee is also responsible for causing Grantee's agents and contractors entering the Property to comply with the insurance requirements of this Easement at all relevant times, the insurance being specified in Exhibit E. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold the Grantor Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of Grantee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Section 11.4 and Exhibit E. Except for the right to access the Property under Section 5.2 above, which shall be conditioned upon carrying insurance required herein, no failure to carry such insurance or to provide a certificate thereof by any such deadline shall alter or affect in any manner any of the rights or obligations of the parties under or with respect to this Easement. The foregoing insurance requirements shall not apply in the event that the Grantee is a governmental agency with a self-insurance program reasonably acceptable to Grantor.

12. Grantee Transfer of Easement.**12.1 Voluntary Transfer.**

12.1.1 If Grantee desires to assign its interest under this Easement, Grantee shall provide Grantor and the Sierra Nevada Conservancy ("**SNC**") with written notice of such intention to transfer to an assignee which is (a) qualified to hold a conservation easement under §815.3 of the California Civil Code; and (b) willing and with the financial capability (taking into account any stewardship funds to be transferred by Grantee with this Easement) and organizational experience to assume all of the responsibilities imposed on Grantee under this Easement; and (c) acceptable to Grantor in its reasonable discretion. Grantee shall allow the SNC, in consultation with Grantor, a period of not less than sixty (60) days within which to approve the proposed assignee, which approval shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this Section 12.1.1.

12.1.2 Grantee is responsible for identifying a suitable assignee pursuant to Section 12.1.1. However, if a suitable assignee is not identified, then SNC shall have sole discretion to elect to become the assignee of Grantee's interest hereunder.

12.1.3 As conditions to any assignment of Grantee's interest under this Easement, Grantee shall (a) require the assignee to expressly agree in writing to assume Grantee's obligations hereunder, and (b) ensure that such assignee has the resources to fulfill its obligations under this Easement. Notwithstanding anything in this Section 12.1 to the contrary, this Easement shall not be transferred by Grantee to any governmental entity, public agency or Native American tribe without the consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

12.2 Involuntary Transfer. If Grantee ever ceases to exist or no longer qualifies under §815.3 of the California Civil Code, the Stewardship Council (or its designee), or if the Stewardship Council (or its designee) shall cease to exist, the Attorney General of the State of California, shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets all of the designation criteria specified in Section 12.1.

13. Subsequent Property Transfers by Grantor.

13.1 Rights of Grantor. Subject to the provisions of Sections 7 and 9 above, this Section 13, Section 20.12 below, and Exhibit F, Paragraph 1 below, Grantor shall have the unrestricted right to sell, encumber, or otherwise transfer the Property or portions thereof to anyone Grantor chooses. Notwithstanding the foregoing, Grantor shall disclose the existence of this Easement (including reference to the recording information) in any deed or other legal instrument by which Grantor divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest, and all such conveyances shall be made expressly subject to the terms of this Easement. Grantor shall notify Grantee periodically of any contemplated grants by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest.

Additionally, Grantor shall notify Grantee in writing not more than thirty (30) days after any grant by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. The failure of Grantor to perform any act required by this Section 13 shall not impair the validity of this Easement or limit its enforcement in any way or create any obligation on the part of Grantee. Grantor recognizes that Grantee may incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title of the Property, Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

13.2 Potential Release of Hydro Reserved Rights.

13.2.1 Conveyance of Entire Property. In the event:

(a) Grantor intends to transfer fee title to the entire Property to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Property have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Property,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses prior to said transfer of the entire Property, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, (i) all rights of Grantor described in Exhibit C, (ii) the exceptions to the Prohibited Uses for Required Actions and Specified Required Actions set forth in Exhibit F, (iii) the exceptions to the Prohibited Uses in Exhibit F relating to activities within the Hydro Operating Zone, and (iv) Permitted Uses, to the extent related to the Hydro Project Activities, as set forth in Exhibit I (items (i), (ii), (iii) and (iv) being referred to collectively as the "**Reservations**"). Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.2 Partial Conveyance. In the event:

(a) Grantor intends to transfer fee title to less than the entire Property (the "**Transferred Parcel**") to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Transferred Parcel have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Transferred Parcel,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses, prior to said transfer of the Transferred Parcel, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Transferred Parcel, the Reservations with respect to the Transferred Parcel. Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) on the Transferred Parcel shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations as to the Transferred Parcel. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I on the Transferred Parcel shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.3 Grantor's Continuing Reserved Rights. Nothing in Section 13.2.2 shall limit the rights of Grantor in this Easement with respect to the portion of the Property retained by Grantor.

13.2.4 Easement Amendment. In the event of a conveyance and release of Reservations pursuant to this Section 13.2, Grantor and Grantee may agree to amend this Easement, or to create a separate Easement for the Transferred Parcel and for the remaining portion of the Property in accordance with Section 17, to reflect the release of Reservations and, where appropriate, to reflect separate ownership of the Transferred Parcel and the remainder of the Property. In accordance with Section 17 below, Grantor shall reimburse Grantee for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

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

14. Extinguishment and Condemnation.

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

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

14.3 Proceeds. Pursuant to California Civil Code §815.2(a) this Easement constitutes a real property interest immediately vested in Grantee. It is acknowledged by the parties that the purposes of establishing the value of this property right and enforcing the rights of Grantee with respect thereto is to prevent a private windfall and to protect the public investment which is involved in the conveyance of the Conservation Easement. That being the case, the parties stipulate that, for the purpose of determining the ratio for proportionate value of each party's respective interest in the Property at the time of termination or extinguishment of the Conservation Easement, the value of the Conservation Easement shall be the difference between (a) the current fair market value of the fee interest in the Property at the time of termination, as if unencumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements), and (b) the current fair market value of the Property at the time of termination, as encumbered by the Conservation Easement, but taking into account all other existing restrictions on the improvement, construction, alteration, expansion, development, use, maintenance or operation of all or any portion of the Property (e.g., zoning laws, land use laws or other governmental laws, codes, regulations or ordinances, and private restrictions such as covenants, restrictions and agreements). The values shall be determined by an appraisal prepared by a qualified appraiser familiar with appraising conservation easements jointly selected by Grantor and Grantee. The cost of the appraisal shall be paid out of proceeds in proportion to the recoveries of Grantor and Grantee. There shall be no restriction on Grantor's or Grantee's use of proceeds received pursuant to this Section 14.3.

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

16. Notices. Any notice or other communication required or permitted under this Easement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx, UPS, or Airborne Express, addressed to the parties as follows:

[Note to drafter: confirm addresses remain correct.]

If to Grantor:

If by registered or certified mail, return receipt requested:

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

With a copy to:

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

If by personal delivery or overnight courier:

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

With a copy to:

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

If to Grantee: Mother Lode Land Trust
1324 Jackson Gate Road
Jackson, CA 95642
Attn: Ellie Routt, Executive Director

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

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

18. Hazardous Substances.

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

18.1.1 "Environmental Requirements" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments,

commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, without limitation, all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

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

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

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

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

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

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

(f) which contains radon gas.

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

18.1.4 "**Remediation**" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring,

remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances from the Property and any other property to which Hazardous Substances originating on the Property have migrated or may migrate in the future, and the repair and restoration of the Property, and restoration and mitigation of affected natural resources, regardless of whether such actions are required by Environmental Requirements.

18.2 Allocation of Responsibility for Hazardous Substances.

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

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

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

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

(a) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements;

(b) The obligations or liabilities of a person described in 42 U.S.C. §9607(a)(3) or (4);

(c) The obligations of a responsible person under any applicable Environmental Requirements;

(d) The right to investigate and remediate any Hazardous Substances associated with the Property; or

(e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Substances associated with the Property.

18.3 Hazardous Substances Indemnification.

18.3.1 By Grantor. Grantor agrees and covenants, at its sole cost and expense, to indemnify, protect, defend and hold Grantee harmless, from and against any and all losses (including diminution in the value of the Property and other consequential damages), costs, claims, demands, actions, suits, orders, causes of

action, penalties, fines, taxes, obligations, controversies, debts, expenses, accounts, damages (including, without limitation, punitive damages), judgments and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity or otherwise, including, without limitation, the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements, arising from or relating, in whole or in part, to Hazardous Substances present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Easement (collectively, "**Environmental Claims**"), except to the extent caused, in whole or in part, by the negligent or intentional act of Grantee.

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

19. Carbon Rights.

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

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

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

Property. Grantor agrees to notify Grantee at least thirty (30) days prior to any sale, transfer or lease of these carbon rights or the recording of an agreement with respect thereto, unless Grantor has previously notified Grantee in an Annual Work Plan.

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

20.14 Table of Contents and Captions. The table of contents and captions in this Easement have been inserted solely for convenience of reference and

are not a part of this Easement and shall have no effect upon construction or interpretation.

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

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

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities
<u>Exhibit C</u>	Hydro Reserved Rights
<u>Exhibit D</u>	Beneficial Public Values
<u>Exhibit E</u>	Insurance Requirements
<u>Exhibit F</u>	Prohibited Uses
<u>Exhibit G</u>	Hydro Operating Zone(s)
<u>Exhibit H</u>	Express Third Party Uses and Third Party Use Agreements
<u>Exhibit I</u>	Expressly Permitted Uses

20.17 Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a discrepancy between counterparts, the recorded Easement shall be controlling.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has granted to Grantee, and Grantee has accepted, this Easement, and the parties mutually agree to the terms and covenants set forth above, as of the Effective Date.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

GRANTEE:

MOTHER LODE LAND TRUST,
a California non-profit public benefit
corporation

By: _____
Ellie Routt, Executive Director

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Follows this page]

EXHIBIT B

Description of Hydro Project Activities
and
Hydroelectric Facilities and Associated Water Delivery Facilities

As used in this Easement, "**Hydro Project Activities**" are those existing and future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities (as defined below) now or hereafter located on, above, or under the Property, associated with the operation of the Crane Valley FERC Project (FERC Project No. 1354), and shall include any future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities now or hereafter located on, above, or under the Property, associated with compliance with any future FERC License, FERC License renewal or other regulatory requirements.

As used in this Easement, "**Hydroelectric Facilities and Associated Water Delivery Facilities**" are those existing and future facilities, structures, buildings, and improvements now or hereafter located on, above, or under the Property, and associated with the operation of the Crane Valley FERC Project (FERC Project No. 1354), including, but not limited to, the following existing and future improvements: improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use; electrical distribution lines; and communications lines and facilities.

EXHIBIT C

Hydro Reserved Rights

Grantor's reserved rights on the Property include the following, which are expressly excluded from the transfer and conveyance of the easement granted in this Easement and reserved to Grantor:

Subject to the provisions of Section 7, the right to conduct Hydro Project Activities on the Property, including construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing and future Hydroelectric Facilities and Associated Water Delivery Facilities, including project replacements and improvements required for existing and future water delivery and other requirements for power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water, and for communications in connection with the foregoing and for compliance with any future FERC License, FERC License renewal or other regulatory requirements. In furtherance of and without in any way limiting the generality of the foregoing, the following rights are expressly reserved:

(1) The right to conduct any and all uses and activities now or at any time in the future deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing Hydroelectric Facilities and Associated Water Delivery Facilities, and the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of new Hydroelectric Facilities and Associated Water Delivery Facilities; and

(2) The right to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies within the Property, and to take, divert, store, convey and appropriate water; and

(3) The right to increase or otherwise modify water diversion, storage and transmission capacities of Hydroelectric Facilities and Associated Water Delivery Facilities; and

(4) The right to exercise: all riparian water rights inherent in and part and parcel of the Property; all appropriative surface water rights (including, but not limited to, any appropriative surface water rights having a point of diversion, place of storage, or place of use on the Property); all prescriptive surface water rights; and all other right, title and interest of any nature whatsoever in and to the surface waters which are now or hereafter located or flowing on, under or abutting the Property; and

(5) The right to decommission all or any portion of existing and future Hydroelectric Facilities and Water Delivery Facilities in accordance with the applicable license issued by the FERC, or as otherwise allowed by Applicable Law; and

(6) The right to enlarge, improve, reconstruct, relocate and replace said Grantor's existing facilities and additional facilities with any other number, size, or type of transformers, poles, towers, or structures, or underground wires, cables, pipelines and conduits, or other devices and equipment either in the original location or at any location or locations within the Property; and

(7) The right to construct, operate, use, repair, alter, maintain, remove, replace and expand Grantor's existing and future facilities for transformation, transmission and distribution of electric energy and for communication purposes and also the rights to reconstruct, replace, remove, maintain and use the same as Grantor shall at any time and from time to time deem necessary in Grantor's sole discretion exercised in good faith, together with the rights to excavate for, construct, install, repair, reconstruct, replace, remove, maintain and use, at any time and from time to time, additional facilities for the transformation, transmission and distribution of electric energy and for communication purposes, consisting of such devices and equipment with suitable concrete pads and adequate protection therefore necessary for transforming electric energy, one or more lines of underground wires and cables (enclosed at Grantor's option within conduits), and one or more lines of towers, poles and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables.

EXHIBIT D

Beneficial Public Values

The Purpose of the Conservation Easement for the Property is to protect the Beneficial Public Values of the Property, as summarized below and described in more detail in the Baseline Documentation Report:

- (a) Habitat for fish, wildlife, and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.
- (b) Forest resources on the Property. Forest resources consist of mid-elevation Sierra Nevada oak woodland and annual grassland forest type and riparian vegetation that provide habitat for wildlife and fisheries.
- (c) The scenic viewshed of the Property in keeping with the surrounding environment, providing a forested landscape and open grassland visible to passersby on the nearby roads, as well as views of the waterbodies on the Property.
- (d) Outdoor recreation such as camping, swimming, boating, sightseeing, water sports, fishing and hiking.
- (e) Identified historical and cultural values, to the extent they are protected by state and federal law.

EXHIBIT E

Grantee Insurance Requirements

Grantee shall procure, carry and maintain the following insurance coverage:

- A. Workers' Compensation and Employers' Liability
 - 1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.
 - 2. Employers' Liability insurance shall not be less than One Hundred Thousand Dollars (\$100,000) 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 Coverage "occurrence" form, with no coverage deletions.
 - 2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate for bodily injury, property damage and personal injury.
 - 3. Coverage shall: a) By "Additional Insured" endorsement add as insureds Grantor, its directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee; b) Be endorsed to specify that Grantee's insurance is primary.

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

- D. Additional Insurance Provisions
 - 1. Upon change in carrier or coverage, or otherwise upon Grantor's request, Grantee shall furnish Grantor with certificates of insurance and endorsements of all required insurance for Grantee.
 - 2. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Grantor.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

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

A copy of all such insurance documents shall be sent to Grantor's Land Agent as specified under Notices in the body of this Easement.

4. Upon request, not to exceed once annually, Grantee shall furnish Grantor complete copies of policies.
5. Upon request, not to exceed once annually, Grantee shall furnish Grantor the same evidence of insurance for Grantee's agents or contractors as Grantor requires of Grantee.

EXHIBIT F

Prohibited Uses

As provided in Section 6 of this Easement, Grantor will not engage in, or permit others to engage in, the following Prohibited Uses:

1. Number of Fee Owners; Subdivision.

(a) Limit on Number of Fee Owners. Except for Specified Required Actions, notwithstanding the fact that the Property, at any time, might be comprised of more than three (3) separate legal parcels, fee title to the Property shall be held by no more than three (3) separate owners at any given time, provided, however, that the foregoing shall not prohibit undivided ownership of the Property by multiple owners (e.g. tenants in common), subject to the restrictions on the rights of undivided owners provided below, and the terms and conditions of this Easement shall perpetually apply to the Property as a whole. The existence of any separate legal parcels shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on said parcel under the terms and conditions of this Easement as applied to the Property as a whole. This section only applies to conveyances of fee ownership and not to conveyances of any property interests other than fee ownership (e.g. leasehold interests). In respect to ownership of the Property or permitted separate legal parcels, as the case may be, ownership may be (among others) in the form of a partnership, limited partnership, limited liability company, corporation or other legal entity or as undivided interests such as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest shall thereby have (i) the right of exclusive occupancy or exclusive use of any separate portion of the Property (or permitted separate legal parcel), or (ii) any right to have the Property (or permitted separate legal parcel), partitioned in kind, whether pursuant to California Code of Civil Procedure §872.010 et seq. ("**CCP**") or any successor statute or otherwise. In the event that a partition action is brought and a court determines that the remedy of partition must be granted, Grantor, on behalf of itself and its successors and assigns hereby irrevocably agrees the remedy shall not be a physical subdivision of the Property (or permitted separate legal parcel), but instead may be a partition by appraisal pursuant to CCP §873.910 or any successor statute or a judicially supervised sale of Grantor's entire estate in the Property (or permitted separate legal parcel) pursuant to CCP §873.510 or any successor statute, subject, however, to this Easement, followed by a division of sales proceeds among the parties entitled thereto. Grantor recognizes that Grantee will incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to a portion of the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title to less than all of the Property in accordance with this subsection (a), Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

(b) Limit on Subdivision. Except for Specified Required Actions, Grantor shall not subdivide the Property with the result of frustrating the ownership restrictions set forth in subsection (a) above. For example, the following actions would not frustrate the ownership restrictions in subsection (a) above: (i) merger and reduction of the number of separate legal parcels comprising the Property; or (ii) reconfiguring by lot line adjustment the existing internal boundaries of legal parcels within the outer boundaries of the Property; or (iii) clarifying boundary lines with adjacent landowners; or (iv) subdivisions to facilitate Hydro Project Activities. Grantor shall (i) as part of the Annual Work Plan review in accordance with Section 7, or at least ninety (90) days prior to any Grantor subdivision activity (whether or not prohibited hereunder), furnish Grantee with the subdivision application or filings; and (ii) provide to Grantee reasonably sufficient information to identify the boundaries of each legal parcel. This information will become part of the Baseline Documentation Report. At the election of either party, the parties shall execute and record an amendment of this Easement to reflect any change to the legal description of the Property set forth in Exhibit A or any other changes and allocations resulting from permitted subdivision that are not established to the reasonable satisfaction of the parties by recordation in the Public Records of the plan of subdivision approved under Applicable Law.

2. Development Rights. Except for Specified Required Actions provided in Section 7, the development rights associated with all or any portion of the Property may not be transferred to, or used or exercised in connection with, any property other than the Property, such rights of transfer, use and exercise being hereby terminated and extinguished in perpetuity. The phrase "development rights" means any and all rights, however designated, now or hereafter associated with the Property or any portion thereof that may be used pursuant to applicable zoning laws, land use laws or other governmental laws or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.

3. Mining and Drilling. There shall be no mining, drilling, removing, fracking, or exploring for or extracting of minerals, oil, gas, coal, or other hydrocarbons, soils, sands, gravel, loam, rocks or any other material on, under, or at the Property. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Specified Required Actions provided in Section 7;
- (b) Drilling, removal and extraction of soils, sands, gravel, loam, rocks or any other material on, under, or at the Property in connection with studies and testing to the extent related to Grantor's exercise of the Hydro Reserved Rights;
- (c) Testing, drilling and operating groundwater wells, and construction or placement of any structures or improvements within the Hydro Operating Zone to the extent related to Grantor's exercise of the Hydro Reserved Rights; and
- (d) The use of soil, sand, gravel and other similar material located on the Property as appropriate for road maintenance, erosion control and in connection with a Required Action subject to the following limitations: (i) such disturbance shall be

kept to the minimum necessary to exercise such rights, (ii) any such soils, sands, and other materials shall not be removed from the Property, and (iii) all such utilization activities shall be conducted in a manner that minimizes to the greatest extent practicable impacts to the Beneficial Public Values.

4. Construction and Placement of Structures and Improvements. There shall be no construction or placement of any structures or improvements on the Property, including (but not limited to) residential, industrial, office, or other buildings, underground or aboveground tanks. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

(a) Required Actions provided in Section 7;

(b) Permitted Uses under Exhibit I;

(c) Construction or placement of any structures or improvements within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights; and

(d) Structures and improvements made in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values (including, for example, garbage enclosures, benches, interpretive kiosks, and appropriately located and sized caretaker structure).

5. Vehicles. Except for Required Actions provided in Section 7, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no use of any motorized vehicles off of existing roadways on the Property except vehicles used as necessary to carry out prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values. Motorized off-road recreational use shall not constitute an activity "related to the protection or preservation of the Beneficial Public Values" as provided in the preceding sentence.

6. Dumping or Salvage. Except for Required Actions provided in Section 7, there shall be no dumping, storage or other disposal on the Property of soil, trash or garbage except for (a) refuse generated on the Property which may be disposed of on the Property on a temporary basis prior to its removal from the Property in areas where the Beneficial Public Values of the Property are not significantly impaired, or (b) compostable refuse generated on the Property which may be disposed of on the Property in a responsible manner which does not significantly impair the Beneficial Public Values of the Property. Except for Required Actions provided in Section 7, there shall be no dumping, storage (other than on a temporary basis) or other disposal of ashes, sludge, Hazardous Substances, or other unsightly or dangerous materials outside of the Hydro Operating Zone. Except for Required Actions provided in Section 7, there shall be no storage or disassembly of inoperable automobiles, trucks, or other vehicles or equipment for purposes of sale, or rental of space for that purpose outside of the Hydro Operating Zone.

7. Non-Native Animal Species. Except for Required Actions provided in Section 7, there shall be no release anywhere on the Property of non-native animal species other than livestock without Grantee's prior written approval in accordance with Section 7, as required.

8. Vegetation. Except for Required Actions provided in Section 7, there shall be no removal, cutting or destruction on the Property of native vegetation except (a) in an emergency and/or for purposes of disease or insect control or (b) to prevent property damage, personal injury, or flooding or (c) as permitted in Exhibit I, Sections 4 and 9, or (d) with Grantee's prior written approval in accordance with Section 7, as required.

9. Roads and Trails. Except for Required Actions provided in Section 7 or as required to implement a Required Action, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no construction of any new roads or trails on the Property; provided, however, the construction of new roads and trails (or the relocation of existing road and trails) on the Property to protect, preserve or enhance the Beneficial Public Values shall be permitted with Grantee's prior written approval in accordance with Section 7, as required. As used herein, the term "construction" shall not include the creation of roads or trails through repeated use, although such activities shall be governed by this Easement.

10. Commercial Uses. There shall be no office, industrial, or other commercial use on the Property that is likely to significantly impair Beneficial Public Values. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Uses permitted by Third Party Use Agreements; and
- (c) Office, industrial, or other commercial uses within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights.

11. Alteration of Land or Excavation. Except for Required Actions provided in Section 7 or as otherwise explicitly permitted by the terms of this Easement, there shall be no filling, excavating, grading, draining or dredging outside of the Hydro Operating Zone, nor any change in the general topography of the Property; provided, however, such activities shall be permitted outside of the Hydro Operating Zone in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values.

12. Billboards. Except for Required Actions provided in Section 7 or permitted uses under Exhibit I or Grantee's signs permitted under Section 5.3, there shall be no placement of billboards or advertising facilities. The use of Grantor's logo and/or trade style on a sign will not in and of itself constitute a billboard or advertising facility under this provision.

EXHIBIT G

Hydro Operating Zone

[Follows this page]

EXHIBIT H

Express Third Party Uses and Third Party Use Agreements

1. Express Third Party Uses

The Express Third Party Uses on the Property are all uses permitted by and pursuant to the agreements listed in Section 2 below.

2. Third Party Use Agreements

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

- (a) Those agreements identified on Attachment 1 to this Exhibit H.
- (b) Those agreements, encumbrances and other matters identified on Attachment 2 to this Exhibit H.
- (c) Agreement, dated June 4, 1959, between Pacific Gas and Electric Company and the County of Madera.
- (d) Lease agreement, dated October 18, 1977, between Pacific Gas and Electric Company and Marina View Heights Association.
- (e) First Amendment to License Agreement, dated January 29, 2007, between Pacific Gas and Electric Company and Marina View Heights Association.
- (f) Lease agreement, dated October 1, 1979, between Pacific Gas and Electric Company and Lakeshore Beach Club.
- (g) Lease agreement, dated May 1, 2019, between Pacific Gas and Electric Company and Lakeshore Beach Club.
- (h) Lease agreement, dated July 6, 1982, between Pacific Gas and Electric Company and Crane Valley Homeowners Association.
- (i) Lease agreement, dated May 24, 1994, between Pacific Gas and Electric Company and Bass Lake Enterprises, Inc.
- (j) Amended and Restated Commercial Resort Dock and Walkway; Boat Mooring Area; and Land Lease Bass Lake, California, dated, January 1, 2019, between Pacific Gas and Electric Company and Bass Lake Enterprises, Inc.
- (k) License Agreement, dated June 24, 2000, between Pacific Gas and Electric Company and Pacific Service Employees Association.

- (l) Commercial Resort Lease (PSEA various locations), dated January 2018, between Pacific Gas and Electric Company and Pacific Service Employees Association.
- (m) Assignment of Interest in Leases, dated March 6, 2007, between The Pines Resorts of California, Inc. and the Pines Resorts of California, LLC, and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.
- (n) Amended and Restated Commercial Floating Boat Dock License, dated April 25, 2013, between Pacific Gas and Electric Company and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.
- (o) First Amendment to Lease, dated September 25, 2013, between Pacific Gas and Electric Company and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.
- (p) Second Amendment to Lease, dated February 2, 2014, between Pacific Gas and Electric Company and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.

ATTACHMENT 1
TO
EXHIBIT H

[Follows this page]¹

¹ To include spreadsheet of boat dock arrangements.

ATTACHMENT 2
TO
EXHIBIT H

[Follows this page]²

² To include exceptions from the title report.

EXHIBIT I

Permitted Uses

The following are Permitted Uses:

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

(b) Forest management activities for the purposes outlined in Paragraph (a) may include, but shall not be limited to, timber harvesting; salvage logging; conversion of vegetation types; prescribed fire; pre-commercial and commercial thinning of conifer and hardwood trees; fuels management; tree planting; control of undesirable vegetation and pests; habitat maintenance and enhancement; and road and watercourse crossing construction, maintenance, repair, and enhancement. Grantor shall carry out all such forest management activities in compliance with Applicable Law.

(c) Grantor shall provide to Grantee any existing or future forest management plan as part of the Annual Work Plan review process pursuant to Section 7.3 of this Easement. Grantor and Grantee shall review and discuss such plan (along with any proposals Grantee may have regarding this Permitted Use by Grantor pursuant to Section 7.3.4(b) of this Easement) periodically as part of such Annual Work Plan review process. Said forest management plan shall be updated periodically, as appropriate.

10. The right to maintain, repair, improve, replace, remove, construct, reconstruct and use, the facilities and improvements existing pursuant to Third Party Use Agreements now or hereafter existing. In addition, the expansion of the existing facilities and associated improvements on the Property beyond their existing footprints and/or with an increase in height shall be a Permitted Use if such expansion is approved by Grantor under the applicable Third Party Use Agreement, does not constitute a Required Action, and is subject to Grantee's approval in the manner provided for Discretionary Actions.

11. The right to construct, reconstruct, replace, remove, maintain and use the types of facilities and improvements described in paragraph (7) of Exhibit C that are unrelated to Hydro Project Activities and do not constitute a Required Action provided that such facilities shall be subject to Grantee's approval in the manner provided for Discretionary Actions.

12. In accordance with Applicable Laws, the right to control or eliminate noxious weeds and non-native plant species on the Property, and the right to control animals that (a) pose or threaten to pose a hazard to persons or property, including Hydroelectric Facilities and Associated Water Delivery Facilities, or (b) adversely impact or threaten to adversely impact (i) one or more of the Beneficial Public Values, (ii) Grantor's Hydro Reserved Rights or Hydro Project Activities, (iii) the Hydroelectric Facilities and Associated Water Delivery Facilities, or (iv) an Express Third Party Use.

13. The right to erect reasonably sized signs (illuminated and non-illuminated) to support and manage safety and permitted uses of the Property, including signs regarding authorized and unauthorized entry and uses or other appropriate markers in prominent locations on the Property, such as boundary fences, trails, and access roads.



**Conservation Easement Funding Agreement
Bass Lake Planning Unit (PG&E Retained Lands)**

This Conservation Easement Funding Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) by and between the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation (the “**Stewardship Council**”) and the Mother Lode Land Trust a California nonprofit public benefit corporation (“**Grantee**”) (each a “**Party**” and collectively the “**Parties**”) with reference to the following facts:

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

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

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

D. In connection with the Land Conservation Commitment, Grantee has agreed to accept a perpetual conservation easement created pursuant to California Civil Code Section 815 *et seq.* (the “**Conservation Easement**”) over a portion of the PG&E Watershed Lands that is being retained by PG&E consisting of approximately 1,085 acres of real property located in the County of Madera, State of California, commonly referred to as the “Bass Lake planning unit”, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

E. In consideration of Grantee’s agreement to accept the Conservation Easement and assume the duties and obligations of the easement holder, the Stewardship Council has agreed to provide funding to Grantee in the amounts and subject to the terms and conditions described below.

NOW, THEREFORE, the Stewardship Council and Grantee agree as follows:



1. Effective Date. This Agreement shall become effective upon the recording of the Conservation Easement in favor of Grantee in the Official Records of Madera County (the “**Effective Date**”). It is understood and agreed that if for any reason whatsoever the recording of the Conservation Easement does not occur on or before June 30, 2022, this Agreement shall be of no further force or effect and the Parties shall thereupon be released from any obligations under this Agreement.

2. Grant. Effective upon the Effective Date, the Stewardship Council grants **Two Hundred Ninety-Three Thousand One Hundred and Sixty-One Dollars (\$293,161)** (the “**Grant Funds**”) to Grantee to be used solely for the following purposes:

a. Two Hundred Eighty-Three Thousand One Hundred and Sixty-One Dollars (\$283,161) of the Grant Funds shall be used to implement conservation easement monitoring as described in Sections 3 and 4 below (the “**Monitoring Funds**”).

b. Ten Thousand Dollars (\$10,000) of the Grant Funds shall be used for conservation easement defense and enforcement costs as described in Section 5 below (the “**Defense and Enforcement Funds**”).

3. Use of Grant Funds. The Grant Funds shall be payable to Grantee within thirty (30) days of the Effective Date. Grantee will use the Grant Funds for the purposes described in this Agreement and for no other purpose without the prior written consent of the Stewardship Council. The Stewardship Council reserves the right to require the total or partial return of Grant Funds in the event Grantee fails to comply with the terms and conditions of this Agreement.

a. Grantee may “pool” the Monitoring Funds with other funds Grantee uses for monitoring of other conservation easements held by Grantee and Grantee may use the Monitoring Funds to monitor any of its conservation easements as long as Grantee meets its obligations as described in Section 4 below.

b. Within thirty (30) days of receipt of funds, Grantee will provide the Stewardship Council with evidence of deposit of (1) the Monitoring Funds into an account which shall be restricted to the stewardship and monitoring of conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property; and (2) the Defense and Enforcement Funds into an account which shall be restricted to the legal defense or enforcement of conservation easements held by the Grantee, including but not limited to the Conservation Easement on the Property. The requirement to provide evidence of deposit will be satisfied when Grantee submits to the Stewardship Council the form attached as **Exhibit B**.

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



permitted to accompany the Grantee on its monitoring visits and to receive a copy of any monitoring report prepared by Grantee. Permissible uses of Monitoring Funds shall include:

- a. Regular on-site inspection and monitoring to ensure that the terms of Conservation Easement are being met;
- b. Recordkeeping and preparation of reports, notices of violation, any written consent to be submitted to the fee title owner of the property which is subject to the easement, and other documentation related to the Conservation Easement and the Property;
- c. Communications with the fee title owner of the property which is subject to the easement regarding the provisions of the Conservation Easement and planned or completed activities on the lands to be performed or allowed by the fee title owner or a licensee/lessee;
- d. Responding to any inquiries or concerns raised by entities that have leases or licenses on the Property or other stakeholders who have an interest in ensuring the beneficial public values are protected.

5. Defense and Enforcement Funds. Grantee shall be permitted to use the Defense and Enforcement Funds for the following purposes:

- a. To make direct expenditures of attorneys' fees, costs and disbursements incurred in connection with proceedings to enforce and/or defend the provisions of the Conservation Easement against legal challenge, including any claims by third parties;
- b. To "pool" funds for legal expenses to enforce and/or defend against legal challenge conservation easements held by the Grantee, including without limitation the Conservation Easement on the Property;
- c. To pay premiums into a Conservation Defense Insurance Program offered through the Land Trust Alliance, or other nationally-recognized conservation organization of which Grantee is a member for the enforcement and defense of conservation easements held by member organizations, or to cover deductibles related to such insurance.

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



- a. Copies of annual monitoring reports pertaining to the Conservation Easement for years selected by the Stewardship Council or its designee;
- b. A statement as to whether any violations of the Conservation Easement were observed during the reporting period, and the outcome of any action taken to correct such violation;
- c. A statement as to whether any amendments to the Conservation Easement were approved during the reporting period, with copies of any such amendments included in the Status Reports;
- d. A statement as to whether fee title of the property was conveyed, the date of such conveyance, and the identity of the transferee; and
- e. A report providing an accounting of how the Grant Funds have been invested or expended in furtherance of the purposes of this Agreement.

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

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

9. Assignment and Transfer of Funds. Grantee shall not assign its interest under the Conservation Easement except in accordance with the provisions of the Conservation Easement relating to permitted assignments. In the event that Grantee assigns its interest under the Conservation Easement to a successor conservation easement holder ("**Assignee**"), Grantee shall transfer all Grant Funds in its possession to Assignee and require that Assignee assume all of Grantee's obligations under this agreement.

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

11. Representations and Warranties. Grantee warrants and represents that it is a tax exempt organization under Section 501(c)(3) of the IRC, and is not a private foundation as defined in section 509(a) of the IRC or is an exempt operating foundation described in Section 4940(d)(2) of the IRC. Grantee further represents and warrants that it shall not use the Grant



Funds to attempt to influence legislation or otherwise carry out lobbying activities within the meaning of Sections 501(h), 4911, 4945(d)(1) or 4945(e) of the IRC. No part of the Grant Funds may be used to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive. No part of the Grant Funds may be used for purposes other than charitable, scientific, literary, or educational purposes within the meaning of IRC Section 501(c)(3).

Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.

12. Indemnification. Grantee hereby agrees to indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that they may incur or suffer and that result from, or are related to, the receipt and use of the Grant Funds by Grantee.

13. Limit of Stewardship Council Obligations. The Stewardship Council's obligations under this Agreement shall under no circumstances exceed the Grant Funds amount set forth in Section 2 above.

14. Assignment. This Agreement may not be assigned by the Grantee in whole or in part except as provided in Section 9 above. The Stewardship Council may assign its rights and delegate its obligations under this Agreement to a third party at the Stewardship Council's sole discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit and burden of the Parties and their respective heirs, successors and assigns.

15. Amendment; Entire Agreement. This Agreement may not be amended or modified except by written instrument signed by both Parties. This Agreement constitutes the entire understanding of the Parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

16. Governing Law. This Agreement shall be governed by the laws of the State of California.

17. Counterparts. This Agreement may be executed in counterparts which together shall constitute a single agreement.

[Signature page follows:]



Pacific Forest and Watershed Lands Stewardship Council,
a California Nonprofit Public Benefit Corporation

By: _____

Title: _____

Date: _____

Mother Lode Land Trust,
a California Nonprofit Public Benefit Corporation

By: _____

Title: _____

Date: _____



EXHIBIT B TO CONSERVATION EASEMENT FUNDING AGREEMENT

Evidence of Grant Fund Deposit and Restriction of Use Certification

Date:	Planning Unit/Property Title: Bass Lake Planning Unit (retained lands)
Grantee Name: Mother Lode LT	Grantee Address:

*Date of Deposit of Grant Funds:		Amount Deposited:	
Bank Name:	Account Name:	Account #:	
Certification of Deposit of Grant Funds and Restricted use of Monitoring of Conservation Easement Funds			
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted to the permissible uses of Monitoring Funds as set forth in Sections 3a,b and 4 of the Grant Agreement.			
Name:		Title:	
Signature:		Date:	

*Date of Deposit of Grant Funds:		Amount Deposited:	
Bank Name:	Account Name:	Account #:	
Certification of Deposit of Grant Funds and Restricted Use of Defense & Enforcement Funds			
I, hereby state that the above referenced information is true and accurate, and understand that the above information, if misrepresented, or incomplete, may be grounds for immediate repayment of grant funds. I also agree that account activity will be restricted to the permissible uses of the Defense and Enforcement Funds as set forth in Sections 3b and 5 of the Grant Agreement.			
Name:		Title:	
Signature:		Date:	

***Please include a copy of the bank statement(s) referencing the above deposit(s).**

Return to:
 Stewardship Council
 3300 Douglas Boulevard, Suite 250
 Roseville, CA 95661
Phone: (916) 297-6660

APPENDIX E
LAND CONSERVATION COMMITMENT

STATEMENT OF PURPOSE

PG&E shall ensure that the Watershed Lands it owns and Carizzo Plains are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values. PG&E will protect these beneficial public values associated with the Watershed Lands and Carizzo Plains from uses that would conflict with their conservation. PG&E recognizes that such lands are important to maintaining the quality of life of local communities and all the people of California in many ways, and it is PG&E's intention to protect and preserve the beneficial public values of these lands under the terms of any agreements concerning their future ownership or management.

PG&E Environmental Enhancement Corporation will develop a plan for protection of these lands for the benefit of the citizens of California. Protecting such lands will be accomplished through either (1) PG&E's donation of conservation easements to one or more public agencies or qualified conservation organizations consistent with these objectives, or (2) PG&E's donation of lands in fee to one or more public entities or qualified conservation organizations, whose ownership would be consistent with these conservation objectives.

-

COMMITMENTS

1. PG&E Shall Place Permanent Conservation Easements on or Donate Watershed Lands: The Watershed Lands and Carizzo Plains shall (1) be subject to permanent conservation easements restricting development of the lands so as to protect and preserve their beneficial public values, and/or (2) be donated in fee simple to one or more public entities or qualified non-profit conservation organizations, whose ownership will ensure the protection of these beneficial public values. PG&E will not be expected to make fee simple donations of Watershed Lands that contain PG&E's or a joint licensee's hydroelectric project features. In instances where PG&E has donated land in fee, some may be sold to private entities subject to conservation easements and others, without significant public interest value, may be sold to private entities with few or no restrictions.

The conservation easements shall provide for the preservation of land areas for the protection of the natural habitat of fish, wildlife and plants, the preservation of open space, outdoor recreation by the general public, sustainable forestry, agricultural uses, and historic values and, shall prevent any other uses that will significantly impair or interfere with those values. Conservation easements on the Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and

I.02-04-026

future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements. In addition, easements will honor existing agreements for economic uses, including consumptive water deliveries. The conservation easements shall be donated to and managed by one or more non-profit conservation trustees, qualified conservation organizations or public agencies with the experience and expertise to fully and strictly implement the conservation easements.

2. Process For Development of the Conservation Easements and Land Donation Plan: PG&E will work with PG&E Environmental Enhancement Corporation and the Commission in the development and implementation of the conservation easements and land donation plan. PG&E Environmental Enhancement Corporation will recommend to PG&E (1) conservation objectives for the properties, including identification of conservation values, (2) criteria for ultimate disposition of the properties, (3) conservation easements guidelines, and (4) land disposition plans.

3. Reporting Responsibilities: PG&E Environmental Enhancement Corporation will prepare a report to the Commission within 18 months of the Effective Date describing the status of the conservation easement and land disposition plan. PG&E Environmental Enhancement Corporation will make the report available to the public upon request. Every two years following the first report, PG&E Environmental Enhancement Corporation will prepare a report to the Commission on the implementation of the conservation easement and land disposition plan.

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

A.P.N. 059-062-007,059-062-007-000,059-062-009,059-062-009-000,059-064-005,059-064-010-000,059-064-011-000,059-151-006-000,059-151-008-000,059-153-012-000,070-032-028-000,070-032-037-000,070-033-013,070-033-014

Date: _____

**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BASS LAKE PLANNING UNIT)**

Between

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

and

MOTHER LODE LAND TRUST, a California non-profit public benefit corporation,
as Grantee

Note to the County Recorder: This is a conservation easement within the meaning given to such term in California Government Code §27255 and is to be included in the index developed and maintained pursuant to such section.

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**DEED OF CONSERVATION EASEMENT AND AGREEMENT
(BASS LAKE PLANNING UNIT)**

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT (this "**Easement**") is made and entered into this _____ day of _____, 20__ (the "**Effective Date**") by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), and MOTHER LODE LAND TRUST, a California non-profit public benefit corporation ("**Grantee**"), with reference to the following facts:

RECITALS

A. The Property. Grantor is the owner of approximately 1,085 acres of real property located in Madera County, State of California, as more particularly described in the attached Exhibit A (the "**Property**").

B. FPA and FERC Jurisdiction. The Property lies within the boundaries of one or more hydroelectric projects licensed to Grantor pursuant to Part I of the Federal Power Act, 16 U.S.C. §§792-823d ("**FPA**").

1. FPA and FERC Requirements. The FPA requires regulation of the construction, operation, and maintenance of non-federal hydroelectric power projects pursuant to licenses issued by the Federal Power Commission, or its successor, the Federal Energy Regulatory Commission ("**FERC**"). Each such license requires the licensee to undertake appropriate measures on behalf of both developmental and environmental public interest uses of a waterway, including as relevant fish and wildlife protection and enhancement, irrigation, flood control, water supply, and recreation, together with whatever other beneficial public uses the license identifies as a "Project Purpose." The license requires the licensee to acquire and retain all interests in non-federal lands and other property necessary or appropriate to carry out the Project Purposes.

2. FPA and FERC Non-Project Uses. The FPA provides FERC with authority to regulate the use of a licensed project's lands and waters not only by the licensee but also by any other entity. FERC refers to such third-party use as "non-project use of project lands and waters." Even where the third-party use may be compatible with and even promote a specified Project Purpose, such use is "non-project," because it is not in the license as a direct obligation of the licensee. As a FERC licensee for the Property which is the subject of this Easement, Grantor must (except for very minor matters) apply to FERC for approval to convey to a third party any easement over project lands. FERC approval requires conveyance instruments to contain recorded covenants providing that that the non-project use will not interfere with Project Purposes, and requires its licensees to enforce such covenants and protect the project values.

3. Removal of FERC Jurisdiction. FERC jurisdiction and authority over a licensed hydropower project is removed if and when (1) the project is

decommissioned and the project license is surrendered or otherwise terminated; or (2) FERC determines that the project does not require a license to continue to operate, and the license expires or is otherwise terminated. Neither FERC nor the hydropower project license can bestow, remove, or alter water or other property rights; therefore, the end of FERC jurisdiction over the project has no effect on existing property rights in project lands and waters, including any conservation easements on such lands.

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

D. Grantor Party to Stipulation. In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "**Stipulation**").

E. Governing Documents and Beneficial Public Values. The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require Grantor to ensure that approximately 140,000 acres of watershed lands, all owned by Grantor (collectively, the "**Watershed Lands**"), including the Property, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of Grantor to convey conservation easements and protect such beneficial public values on the Watershed Lands, as well as certain other obligations related thereto, are set forth in detail in Appendix E of the Settlement Agreement (as further explicated in Section 12 of the Stipulation), and are defined therein as the "**Land Conservation Commitment.**"

F. Stewardship Council and Land Conservation Plan. Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "**Stewardship Council**"), was created to oversee and carry out the Land Conservation Commitment. Pursuant to the Governing Documents, the Stewardship Council developed a plan for protection of the Watershed Lands for the benefit of the citizens of California (the "**Land Conservation Plan**" or "**LCP**"). The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

G. California Civil Code §815. The Legislature of the State of California, as set forth in California Civil Code §815 *et seq.*, has found and declared it to be the public policy and in the public interest of this state to encourage the preservation of land in its predominantly natural, scenic, agricultural, historical, forested, or open-space condition, and that it is "the public policy and in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."

H. Grantee Qualified Nonprofit Organization. Grantee is a tax-exempt nonprofit organization qualified under §501(c)(3) of the Internal Revenue Code and is eligible to acquire and hold a perpetual conservation easement pursuant to §815.3(a) of the California Civil Code.

I. Grantor's Continuing Hydro Project Activities. Grantor has used and continues to use the Property for the purposes related to the generation of electricity from hydropower facilities and related to the delivery, storage, and consumptive and nonconsumptive use of water as described more fully on attached Exhibit B (the "**Hydro Project Activities**"). In furtherance of the Hydro Project Activities, Grantor has improved portions of the Property with water- and power-related facilities, access roads, recreational facilities, buildings and other structures. The Governing Documents provide that "[c]onservation easements on Watershed Lands will include an express reservation of a right for continued operation and maintenance of hydroelectric facilities and associated water delivery facilities, including project replacements and improvements required to meet existing and future water delivery requirements for power generation and consumptive water use by existing users, compliance with any FERC license, FERC license renewal or other regulatory requirements."

J. Perpetual Protection of Beneficial Public Values. Grantee and Grantor intend through this Easement to ensure the perpetual protection of the beneficial public values on the Property as identified in the LCP, on and subject to the terms and conditions of this Easement. Specifically, the parties intend to assure that the beneficial public values identified in the LCP and set forth on Exhibit D (the "**Beneficial Public Values**") will be protected and preserved in perpetuity and that uses of the Property that are inconsistent with protecting and preserving these Beneficial Public Values will be restricted, all as set forth in this Easement; provided, however, that Grantor shall retain all interests not transferred to Grantee by this Easement, including, but not limited to Grantor's Hydro Reserved Rights described in Section 7 below.

AGREEMENT

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code §815 et seq., Grantor and Grantee further hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property (the "**Conservation Easement**"), subject to and in accordance with the terms and conditions of this Easement.

2. Purpose. It is the purpose of this Easement to protect and preserve in perpetuity the Beneficial Public Values on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of this Easement (the "**Purpose**"). As used in this Easement, the terms "impair" and "impairment" mean to diminish in quantity,

quality, value, strength or viability. As used in this Easement, the terms "significant" and "significantly," when used with "impair" and "impairment," respectively, mean a greater than negligible adverse impact, for more than a transient period. The parties agree that Grantor's retention of certain rights specified in this Easement, including the Hydro Reserved Rights, is consistent with the Purpose of this Easement.

3. Baseline Documentation Report. The parties acknowledge that certain existing conditions particularly relevant to the Property are documented in a baseline documentation report (the "**Baseline Documentation Report**"). Grantor and Grantee each have a copy of the signed Baseline Documentation Report, executed by both parties to acknowledge their approval and receipt of the Baseline Documentation Report. The parties agree that the Baseline Documentation Report contains an accurate representation of such existing conditions of the Property as of the Effective Date, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Easement. The foregoing notwithstanding, if a dispute arises with respect to any of the conditions of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute.

4. Commission and FERC. The terms and conditions of this Easement are subject to any conditions imposed by the Commission pursuant to **[Note: citation to decision/resolution to be inserted]** or by FERC pursuant to any hydroelectric project license for the Property or any applicable orders or regulations that FERC may issue from time to time. Notwithstanding anything to the contrary in this Easement, Grantor, its successors, and assigns have the right to perform any and all acts required by an order of FERC, or its successors, without the prior approval of Grantee or any other person. Grantor expressly reserves the right to comply with all FERC orders and regulations as they may be amended from time to time. In addition, Grantee shall comply with any information requests or reporting obligations required by the Commission or FERC, whether directly to the Commission or FERC, or through Grantor; provided that Grantor shall reimburse the reasonable costs and expenses incurred by Grantee in responding to such requests. Execution of this Easement by Grantor does not imply tacit Commission or FERC approval of a non-project use on the Property nor does it obligate Grantor to seek Commission or FERC approval for non-project uses proposed by Grantee.

5. Rights Conveyed to Grantee. Subject to the terms and conditions of this Easement, Grantor grants and conveys to Grantee the following affirmative rights:

5.1 Identification, Monitoring and Enforcement. The right to identify with Grantor the Beneficial Public Values of the Property, the right to monitor and enforce the protection and preservation of such Beneficial Public Values in accordance with the terms of this Easement, the right to enforce the terms of this Easement, the right to enjoin any activity on the Property or other use of the Property which violates the terms of this Easement, and the right to enforce the restoration of such areas or features of the Property as may hereafter be damaged in violation of this Easement.

5.2 Access. The right for Grantee and Grantee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Grantee's Representatives**") to enter onto the Property at reasonable times, during normal business hours, not more than twice per calendar year and upon not less than ten (10) business days' advance written notice in order to monitor and inspect the Property, to enforce the rights which are granted herein, to determine whether the activities conducted on the Property are in compliance with the terms of this Easement, and to enforce the restoration of such areas or features of the Property as may have been damaged in violation of this Easement, all in compliance with the provisions of Section 10. Grantee will limit the number of Grantee Representatives entering the Property to those who are reasonably necessary to undertake the inspections, and such entry will be for no more days than are reasonably necessary to carry out the inspections. Grantor's representatives shall have the right to accompany Grantee's Representatives during bi-annual monitoring visits or on any other visit permitted by this Section 5.2. Notwithstanding the foregoing, Grantee shall also have the right of entry upon the Property upon not less than twenty-four (24) hours' advance written notice where such entry is necessary to (i) prevent, terminate, or mitigate a violation of the terms of this Easement; or (ii) monitor actions taken pursuant to the bi-annual inspections contemplated by this Section 5.2. All access and entry allowed under this Section 5.2 will be made in a manner that will not unreasonably interfere with the permitted use(s) of the Property by Grantor, its successors in interest, and any occupant(s) or user(s) of the Property and shall comply with any entry and access guidelines established by Grantor and restrictions contained in any Third Party Use Agreements. Without limiting the preceding sentence, with respect to the gates and fencing for the prevention of dumping and trespassing at the Property, Grantee shall comply with any and all of Grantor's on-site safety and security requirements and any other rules and regulations that may be implemented by Grantor. Grantee agrees to cooperate with Grantor and to abide by any and all orders or instructions issued by Grantor, its employees, agents or representatives. Upon request, if Grantee's employees or other representatives will be entering into restricted areas of the Property, Grantee shall have its employees who will be entering such areas attend PG&E safety presentations, so that such employees understand all safety precautions and protocols concerning high voltage transmission lines and the electrical substation.

5.3 Grantee Signs. Grantee shall have the right, but not the obligation, at its sole cost and expense, to erect, maintain, and/or remove, one or more reasonable, non-illuminated signs or other appropriate markers in locations on the Property visible from any public roads or other adjoining property, bearing information indicating (a) that the Property is protected by the Conservation Easement, and/or (b) the participation of Grantee and of any funder in the stewardship of the Conservation Easement, the wording, size, number, design, and location of which shall be decided upon by Grantee and Grantor, each exercising its reasonable discretion.

6. Prohibited Uses. Grantor will not engage in, or permit others to engage in, the prohibited uses set forth on Exhibit F hereto, except as otherwise provided therein (the "**Prohibited Uses**"), which Grantor and Grantee agree are inconsistent with the Purpose of this Easement.

7. Grantor's Reserved Rights.

7.1 Hydro and Other Reserved Rights. As provided in California Civil Code §815.4, all interests not expressly transferred and conveyed to Grantee by this Easement shall remain in Grantor, including the right to engage in and permit or invite others to engage in all uses of the Property not affected by this Easement nor prohibited by this Easement or by law. In compliance with §815.4, Grantor and Grantee acknowledge and agree that Grantor expressly reserves all rights accruing from the ownership of the Property and not expressly transferred and conveyed to Grantee by this Easement, including without limitation the right to engage in or permit or invite others to engage in all uses of the Property that do not significantly impair the Beneficial Public Values and are not expressly prohibited by this Easement. Without limiting the foregoing, Grantor shall have the right to engage in and permit or invite others to engage in the permitted uses set forth in Exhibit I (the "**Permitted Uses**"). In addition and notwithstanding any other provision of this Easement, Grantor expressly reserves the right to engage in or permit or invite others to engage in those uses set forth in Exhibit C ("**Hydro Reserved Rights**"), subject to the restrictions set forth in Sections 7.3 and 7.4 below.

7.2 Definitions. As used in this Section 7, the following defined terms shall have the meanings set forth below:

7.2.1 Anticipated Significant Actions. As used herein, "**Anticipated Significant Actions**" are (a) those Required Actions (which include Specified Required Actions pursuant to Section 7.2.3), that involve a Prohibited Use and/or that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, (b) Discretionary Actions that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values, and (c) Permitted Uses that Grantor determines in Grantor's reasonable discretion exercised in good faith are likely to significantly impair one or more of the Beneficial Public Values. Except as provided in Section 7.3.1, no Grantee notification, consultation or consent shall be required for actions, activities or improvements that are not Anticipated Significant Actions.

7.2.2 Required Actions. As used herein, "**Required Actions**" are those intended actions, activities or improvements that Grantor determines in Grantor's sole discretion exercised in good faith are required on the Property by any one or more of the following: (a) the Commission, FERC, or any other governmental entity having jurisdiction over Grantor's use, ownership, operation, or management of the Property, including the Hydro Project Activities, or (b) any Applicable Law (as defined in Section 8), or (c) any Third Party Use Agreements, or (d) to comply with professional practices,

standards and/or policies governing the Hydro Project Activities. All references in this Agreement to "Required Actions" shall include Specified Required Actions (as defined below) unless otherwise noted.

7.2.3 Specified Required Actions. As used herein, "**Specified Required Actions**" are those Required Actions that require a specified action, activity or improvement on the Property, with respect to which Grantor has no material discretion over the specific details of implementation, including, without limitation, the manner, timing, and location of the Specified Required Action. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 below, no Grantee consultation or consent shall be required with respect to any Specified Required Action.

7.2.4 Discretionary Action. As used herein, a "**Discretionary Action**" is an intended action, activity or improvement that is not a Required Action or a Permitted Use, and does not involve a Prohibited Use.

7.2.5 Hydro Operating Zone. As used herein, a "**Hydro Operating Zone**" is a spatially delineated area of the Property intended to primarily contain (or immediately adjacent to an area of the Property containing) Hydroelectric Facilities and Associated Water Delivery Facilities, as defined and described on Exhibit B hereto. The initial delineated Hydro Operating Zones are set forth on Exhibit G hereto; provided, however, that, subject to Sections 7.3 and 7.4 below, Grantor shall have the right, as a Discretionary Action governed by Sections 7.3 and 7.4 below, to expand, contract, add or remove Hydro Operating Zones from time to time.

7.3 Annual Work Plan Notification, Consultation and Consent Requirements.

7.3.1 Delivery and Contents of Annual Work Plan. No later than February 15th of each calendar year after the Effective Date, Grantor shall prepare and deliver to Grantee an annual work plan for the Property (an "**Annual Work Plan**"). In the Annual Work Plan, Grantor shall inform Grantee of the Anticipated Significant Actions Grantor anticipates undertaking on the Property during such calendar year. The Annual Work Plan shall include the following:

(a) a reasonably detailed description of the Anticipated Significant Actions Grantor intends to commence within such calendar year, together with a bullet point list of those actions Grantor intends to commence during such calendar year that Grantor determines do not constitute Anticipated Significant Actions;

(b) a bullet point list of all actions undertaken by Grantor during the immediately preceding calendar year that Grantor determined did not constitute Anticipated Significant Actions and were not described in a previous Annual Work Plan (or otherwise disclosed to Grantee);

(c) an indication of whether the Anticipated Significant Actions will occur within or outside of a Hydro Operating Zone;

(d) Grantor's determination of which Anticipated Significant Actions are Discretionary Actions;

(e) Grantor's determination of which Anticipated Significant Actions are Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(f) Grantor's determination of which Anticipated Significant Actions are Specified Required Actions, including a reasonably detailed explanation of the basis for Grantor's determination;

(g) Grantor's determination of which Anticipated Significant Actions are Permitted Uses, including a reasonably detailed explanation of the basis for Grantor's determination;

(h) Grantor's estimated timeline for commencement and completion of each of the Anticipated Significant Actions;

(i) a description of Grantor's anticipated efforts to avoid or minimize harm to or impairment of the Beneficial Public Values from the Anticipated Significant Actions;

(j) if and when available, Grantor shall use reasonable efforts to provide copies of any underlying filings (including filings, if any, under the California Environmental Quality Act), permits (e.g., burn permits, stream alteration permits, or timber harvest plans), orders or rulings associated with the Anticipated Significant Actions; and

(k) any Third Party Use Agreement renewals or replacements as contemplated by Section 9.1.2 below.

7.3.2 Review of Annual Work Plan. Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Annual Work Plan to review the Annual Work Plan. Grantee has the right to request reasonable additional information regarding actions identified in the Annual Work Plan. As part of the Annual Work Plan review process, Grantor and Grantee will consult on Express Third Party Uses as contemplated by Section 9.1 below and Informal Uses as contemplated by Section 9.2 below. Periodically, at such annual review meetings, the content requirements for the Annual Work Plan as set forth in Section 7.3.1 above may be modified, confirmed by mutual written agreement of the parties.

7.3.3 Anticipated Significant Actions within Hydro Operating Zones. Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Anticipated Significant Actions within a Hydro Operating Zone.

7.3.4 Anticipated Significant Actions Outside Hydro Operating Zones. The following provisions shall apply with respect to Anticipated Significant Actions outside of a Hydro Operating Zone:

(a) **Specified Required Actions.** Without limiting Grantor's notification obligations pursuant to Section 7.3.1 above, no Grantee consultation or consent shall be required with respect to any Specified Required Actions outside of a Hydro Operating Zone.

(b) **Other Required Actions and Permitted Uses.** With respect to Required Actions and Permitted Uses disclosed in the Annual Work Plan that are not Specified Required Actions and are to be undertaken outside of a Hydro Operating Zone, Grantor and Grantee agree that, at or prior to the meeting to review the Annual Work Plan, Grantee may (but shall be under no obligation to) propose alternative methods and practices to avoid or minimize harm to or impairment of one or more Beneficial Public Values by such Anticipated Significant Actions ("**Proposed Methods and Practices**"). Grantor shall implement the Proposed Methods and Practices, to the extent Grantor determines in its sole discretion exercised in good faith that the Proposed Methods and Practices (i) may be implemented in a commercially reasonable manner balancing the harm to Beneficial Public Values with any increased cost or burden to Grantor, (ii) where applicable, will allow for the completion of a Required Action in a timely manner, and (iii) are reasonably likely to avoid potential harm to or impairment of one or more Beneficial Public Values. If Grantor determines that one or more of the foregoing conditions has not been satisfied, Grantor shall specify the reasons for this determination in detail, and Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantor's objections to Grantee's Proposed Methods and Practices consistent with this paragraph.

(c) **Discretionary Actions.** With respect to Discretionary Actions disclosed in the Annual Work Plan that are to be undertaken outside of a Hydro Operating Zone, such Discretionary Actions shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee. If Grantee fails to grant or deny Grantor's request for consent within one hundred eighty (180) days following Grantee's receipt of Grantor's request for consent, Grantee shall be deemed to have consented to the particular Discretionary Action described in the request. If Grantee withholds its consent to such proposed Discretionary Action to be undertaken outside of a Hydro Operating Zone, Grantee shall specify its objections in detail and, wherever possible, propose commercially reasonable alternatives, methods and/or practices to avoid or mitigate harm to or impairment of the Beneficial Public Values while substantially achieving the purposes of Grantor's proposed Discretionary Action. Grantor and Grantee shall cooperate in good faith and with diligence to attempt to resolve Grantee's objections in a manner that sufficiently mitigates Grantee's objections to its reasonable satisfaction.

7.4 Anticipated Significant Actions Not Identified in Annual Work Plan. If Grantor intends to undertake an Anticipated Significant Action not identified in an Annual Work Plan, Grantor shall notify Grantee (a "**Notice of Action**"), and include the

information required by Section 7.3.1 above. Additionally, Grantor and Grantee shall meet (in person or electronically) within sixty (60) days after Grantee's receipt of the Notice of Action to review Grantor's proposed Anticipated Significant Actions. Any Anticipated Significant Action (other than a Specified Required Action) identified in a Notice of Action which is proposed to occur outside of a Hydro Operating Zone shall be subject to Section 7.3.4 above. Where this Section 7.4 applies, references to the "Annual Work Plan" in Section 7.3.4 above shall be deemed to be references to the applicable Notice of Action except that Grantor shall not be required to provide the list of actions set forth in Section 7.3.1(b) above.

7.5 Emergency Actions. Notwithstanding any other provisions of this Section 7, in the case of an emergency or other exigent circumstance affecting the safety of persons and/or property, Grantor may exercise its Hydro Reserved Rights and take any other remedial actions in an unrestricted manner on all or any portion of the Property within or outside of a Hydro Operating Zone without consultation with Grantee and without Grantee's consent. Grantor shall provide copies of any required notifications to applicable regulatory agencies of the emergency action and shall notify Grantee of those emergency actions taken, such notice to be provided to Grantee as soon as practicable but in any event within thirty (30) days after the emergency action has occurred.

7.6 Water Rights. The Parties acknowledge that Grantor's exercise of water rights relating to water located or flowing on or under the Property, including those described in Exhibit C, are governed by this Section 7.

8. Responsibility for Operations. Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, the ownership of the Property. In connection with Grantor's use or occupancy of the Property, Grantor shall have and retain all responsibility for, and shall bear all costs and liabilities of, compliance with any present and future applicable laws, ordinances, rules, regulations, permits, licenses, authorizations, orders and requirements, whether or not in the current contemplation of the parties, which may affect or be applicable to the Property or any part of the Property (including, without limitation, any subsurface area), all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, or any other governmental or quasi-governmental body or bodies exercising similar functions, having or acquiring jurisdiction of the Property (in each case, an "**Applicable Law**"), except as expressly stated otherwise in this Easement. Without placing any limitation on the foregoing sentence, the parties agree as follows:

8.1 Condition of Property. Grantee shall have no duty or responsibility for (a) the operation or maintenance of the Property except to the extent specifically undertaken by Grantee as permitted under this Easement, (b) the monitoring of any

hazardous conditions thereon, or (c) the protection of Grantor, the public, or any other person or entity from any risks relating to conditions on the Property.

8.2 Taxes. Grantee shall have no duty or responsibility for real property taxes and assessments levied on the Property.

8.3 Permits and Approvals. Grantor shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantor which is permitted by this Easement; provided, however, Grantor shall have no responsibility pursuant to this Easement for obtaining permits and approvals required on behalf of unrelated third parties who occupy or use the Property or for an unrelated third party's failure to comply with Applicable Laws. Grantee shall be solely responsible for obtaining any and all applicable governmental permits and approvals for, and otherwise complying with all Applicable Laws relating to, any activity or use of the Property by Grantee which is permitted by this Easement.

8.4 Limitation on Restoration Obligations. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after (a) any Act of God, which includes, without limitation, fire, climate change, flood, storm, earth movement, or natural evolutionary changes in the condition of the Property from that described in the Baseline Documentation Report; (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to any person resulting from such causes; or (c) the non-permitted acts of unrelated third parties so long as Grantor has satisfied its obligations under Section 9.3.

9. Third Party Use of the Property.

9.1 Express Third Party Uses. Exhibit H hereto describes the existing third party uses of the Property permitted with the express agreement of Grantor ("**Express Third Party Uses**"). Subject to Section 7 above, Express Third Party Uses shall also include any future third party use implemented by Grantor as a Required Action or as a Discretionary Action approved by Grantee in accordance with Section 7. Grantor retains the right to maintain, renew, and replace all agreements memorializing the Express Third Party Uses ("**Third Party Use Agreements**") and to engage in all activities reasonably required to comply with Grantor's obligations with respect to the Express Third Party Uses, subject to the following conditions:

9.1.1 Increases in Intensity or Expansion of Location or Size or Change in Use. Any (i) increase in the intensity, or (ii) expansion of the location or size, or (iii) a change in the use, of an Express Third Party Use (whether through a new agreement or an amendment to an existing agreement), that Grantor determines in Grantor's reasonable discretion exercised in good faith is likely to significantly impair the Beneficial Public Values shall be subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Grantee, except

if such change in Express Third Party Use constitutes a Required Action in which case the consultation provisions of Section 7 above shall apply.

9.1.2 Renewal or Replacement of Third Party Use Agreements.

All Third Party Use Agreements existing on the date hereof are identified on Exhibit H. As Third Party Use Agreements are renewed or replaced (either with the existing user or a new user), Grantor, in consultation with Grantee as part of the Annual Work Plan consultation in accordance with Section 7.3 above, shall include contractual provisions to bring the continuation of the Express Third Party Use and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

9.1.3 Consultation on Express Third Party Uses.

As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on existing Express Third Party Uses, including recommendations, if any, on how to bring the Express Third Party Uses and the preservation of the Beneficial Public Values into alignment to the fullest extent reasonably practicable.

9.1.4 Enforcement of Third Party Use Agreements.

If Grantor or Grantee discovers any default under a Third Party Use Agreement that significantly impairs the Beneficial Public Values (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts to enforce such Third Party Use Agreement or otherwise remedy such violation, at Grantor's sole expense.

9.2 Informal Uses and Public Access.

Grantor and Grantee recognize that the Property has been used by third parties for recreational, cultural, and other non-commercial or informal purposes without formal written agreements to conduct such activities (the "**Informal Uses**"). Grantor and Grantee further recognize that access is inherent or may be inherent in the enjoyment of the Beneficial Public Values and the Informal Uses. Consistent with the objectives articulated in the Governing Documents to provide continued reasonable access by the public to the Watershed Lands, Grantor shall allow public access to the Property (other than Hydro Operating Zones) that is substantially consistent with the public access existing on the Effective Date, subject to Section 7 and the following limitations:

9.2.1 Rules and Regulations.

Grantor reserves the right to make reasonable rules and regulations to control, limit, or, as necessary, exclude Informal Uses and public access.

9.2.2 Liability Limitation.

Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent allowable by law.

9.2.3 Periodic Review of Informal Uses.

As part of the Annual Work Plan review process under Section 7.3 above, Grantor and Grantee will consult on Informal Uses, including recommendations made by Grantor or Grantee, if any,

regarding the necessity of controlling, limiting or excluding the Informal Uses to ensure the preservation of the Beneficial Public Values.

9.3 Unauthorized Third-Party Uses. If Grantor or Grantee discovers any unauthorized third-party use or activity on the Property (not including any third party violation covered by Section 9.1.4 above) that violates the terms of this Easement (and if Grantee makes such discovery, Grantee gives Grantor written notice thereof), Grantor shall use reasonable efforts, in consultation with Grantee, to stop or prevent any such unauthorized use of the Property, at Grantor's sole expense; provided that in no event shall Grantor's obligations under this Section 9.3 require Grantor to pursue legal action or incur other substantial costs. If Grantee demonstrates that Grantor's efforts in compliance with this Section 9.3 have not prevented, or are unlikely to prevent, the unauthorized third-party use or activity on the Property that violates the terms of this Easement, Grantee may meet and confer with Grantor to propose additional efforts to prevent such use or activity which Grantee may undertake, at Grantee's sole expense. Grantor shall consider such proposal in good faith and, if Grantor permits Grantee to use such additional efforts, the scope and duration of such efforts shall be determined by Grantor, and Grantee shall comply with any requirements imposed by Grantor in connection with such efforts.

10. Enforcement and Remedies.

10.1 Procedures Upon Violation. If a party hereto (the "**Non-Breaching Party**") determines there is a breach of the terms of this Easement or that a breach is threatened, written notice of such breach (the "**Notice of Breach**") and a demand for corrective action sufficient to cure the breach shall be given by the Non-Breaching Party to the party allegedly breaching this Easement (the "**Breaching Party**"). Within fourteen (14) days after delivery of a Notice of Breach, Grantor and Grantee shall meet at a location in the County where the Property is located or as otherwise agreed to by the parties to discuss the circumstances of the alleged or threatened breach and to attempt to agree on appropriate corrective action. If the parties mutually determine that it is appropriate and desirable, a duly qualified expert in the subject matter of the alleged breach (the "**Consulting Expert**") shall attend the meeting. Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, that if Grantor and Grantee are unable to agree upon a Consulting Expert, each party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action (or if any such corrective action is required) within thirty (30) days after such meeting, then the Non-Breaching Party may, at its election, deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the breach (the "**Notice of Easement Violation**"). If a violation is not cured within thirty (30) days after the delivery of the Notice of Easement Violation, or if the cure reasonably requires more than thirty (30) days to complete and there is failure to begin the cure within the 30-day period or failure to continue diligently to complete the cure, the Non-Breaching Party may commence litigation in accordance with Section 10.2 below.

10.2 Litigation. If the parties are not able to resolve a claim or dispute pursuant to Section 10.1 above, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Easement, to recover any damages to which Non-Breaching Party may be entitled for violation of the terms of this Easement, or for any other legal or equitable relief available under California law, including, but not limited to, temporary or permanent injunctive relief, monetary damages and/or any other form of relief required to achieve the restoration of the Property to the condition in which it existed prior to any violation. To the extent that Grantee recovers any monetary damages for the cost of restoring any injury or damage to a portion of the Property that is caused by Grantor's breach of this Easement, all such damages recovered by Grantee (after appropriate costs of suit are reimbursed) shall be applied to the cost of undertaking any corrective action to the applicable portion of the Property. Notwithstanding anything to the contrary contained in this Easement, in no event shall the Breaching Party be liable to the Non-Breaching Party for, and the parties each hereby waive their right to, any indirect, special, punitive, or consequential damages resulting from the Breaching Party's breach of this Easement, whether foreseeable or unforeseeable.

10.3 Emergency Injunctive Relief. If circumstances require immediate action to prevent or mitigate a violation of this Easement and the Non-Breaching Party reasonably determines that irreparable harm would result if the Non-Breaching Party were required to complete the process set forth in Section 10.1, the Non-Breaching Party may proceed immediately to seek an injunction to stop the violation, temporarily or permanently.

10.4 Remedies Cumulative. The remedies described in this Section 10 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code §815 *et seq.*, inclusive. The failure of a party to discover a violation or to take immediate legal action shall not bar taking such action at a later time.

10.5 Costs of Enforcement. All costs incurred in enforcing the terms of this Easement, including, but not limited to, costs of suit and reasonable attorneys' fees as set forth in Section 20.11, shall be borne by the Breaching Party, but only to the extent that a breach of this Easement is determined to have occurred. If, after the Non-Breaching Party delivers a Notice of Easement Violation, it is determined that there was no breach of this Easement by the Breaching Party, the Non-Breaching Party shall pay all of the Breaching Party's costs and expenses incurred in connection with the alleged breach.

10.6 No Waiver. Enforcement of this Easement against a party shall be at the discretion of the Non-Breaching Party, and any forbearance by the Non-Breaching Party to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by the Non-Breaching Party of such term or of any subsequent breach of the same or any other term of this Easement or of any of such party's rights under this Easement. No delay or omission by the Non-Breaching Party in the exercise of any right or remedy shall impair

such right or remedy or be construed as a waiver. A party's permission to the other party to carry out, or failure to object to, any proposed use or activity by the other party shall not constitute consent to any subsequent use or activity of the same or different nature.

11. Indemnification and Insurance.

11.1 Indemnification by Grantee. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantor Indemnitees**") from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts' fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**") arising out of or in connection with this Easement or the Property to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.2 Indemnification by Grantor. Grantor shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantee, its parent corporation, subsidiaries, affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (collectively, "**Grantee Indemnitees**") from and against all Claims arising out of or in connection with this Easement or the Property except to the extent caused by the negligence or willful misconduct of the Grantee Indemnitees.

11.3 Release. Entry onto the Property by Grantee and Grantee's Representatives shall be at Grantee's sole risk and expense, and Grantee accepts all risk relating to the condition of the Property. Notwithstanding the provisions of Section 11.2, Grantor shall not be liable to Grantee for, and to the maximum extent permitted by law, Grantee hereby waives and releases Grantor and the other Grantor Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss to Grantee and/or Grantee's Representatives resulting from or attributable to any occurrence relating to the condition of the Property, except if arising solely from Grantor's gross negligence or willful misconduct.

11.4 Insurance. Grantee shall procure, carry and maintain in effect during all access to the Property throughout the term of this Easement the insurance specified in Exhibit E hereto, provided that Grantor reserves the right to periodically review and reasonably modify the insurance requirements specified in Exhibit E in effect to be generally consistent with requirements of other prudent property owners allowing access to their properties by conservation easement holders. All insurance shall be written on forms and with insurance carriers acceptable to Grantor in its commercially reasonable judgment. Prior to Grantee's initial entry onto the Property, and thereafter at least thirty (30) days prior to the expiration date of any policy, Grantee shall provide Grantor with evidence of the insurance coverage, or continuing coverage, as applicable, satisfying the requirements of this Section 11.4 and Exhibit E. Grantee is also responsible for causing Grantee's agents and contractors entering the Property to

comply with the insurance requirements of this Easement at all relevant times, the insurance being specified in Exhibit E. Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold the Grantor Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of Grantee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Section 11.4 and Exhibit E. Except for the right to access the Property under Section 5.2 above, which shall be conditioned upon carrying insurance required herein, no failure to carry such insurance or to provide a certificate thereof by any such deadline shall alter or affect in any manner any of the rights or obligations of the parties under or with respect to this Easement. The foregoing insurance requirements shall not apply in the event that the Grantee is a governmental agency with a self-insurance program reasonably acceptable to Grantor.

12. Grantee Transfer of Easement.

12.1 Voluntary Transfer.

12.1.1 If Grantee desires to assign its interest under this Easement, Grantee shall provide Grantor and the Sierra Nevada Conservancy ("**SNC**") with written notice of such intention to transfer to an assignee which is (a) qualified to hold a conservation easement under §815.3 of the California Civil Code; and (b) willing and with the financial capability (taking into account any stewardship funds to be transferred by Grantee with this Easement) and organizational experience to assume all of the responsibilities imposed on Grantee under this Easement; and (c) acceptable to Grantor in its reasonable discretion. Grantee shall allow the SNC, in consultation with Grantor, a period of not less than sixty (60) days within which to approve the proposed assignee, which approval shall not be unreasonably withheld and shall be based on whether the proposed assignee meets the designation criteria specified in this Section 12.1.1.

12.1.2 Grantee is responsible for identifying a suitable assignee pursuant to Section 12.1.1. However, if a suitable assignee is not identified, then SNC shall have sole discretion to elect to become the assignee of Grantee's interest hereunder.

12.1.3 As conditions to any assignment of Grantee's interest under this Easement, Grantee shall (a) require the assignee to expressly agree in writing to assume Grantee's obligations hereunder, and (b) ensure that such assignee has the resources to fulfill its obligations under this Easement. Notwithstanding anything in this Section 12.1 to the contrary, this Easement shall not be transferred by Grantee to any governmental entity, public agency or Native American tribe without the consent of the Grantor, which consent shall be in Grantor's sole discretion exercised in good faith.

12.2 Involuntary Transfer. If Grantee ever ceases to exist or no longer qualifies under §815.3 of the California Civil Code, the Stewardship Council (or its designee), or if the Stewardship Council (or its designee) shall cease to exist, the Attorney General of the State of California, shall petition a court of competent

jurisdiction to transfer this Easement to an organization that meets all of the designation criteria specified in Section 12.1.

13. Subsequent Property Transfers by Grantor.

13.1 Rights of Grantor. Subject to the provisions of Sections 7 and 9 above, this Section 13, Section 20.12 below, and Exhibit F, Paragraph 1 below, Grantor shall have the unrestricted right to sell, encumber, or otherwise transfer the Property or portions thereof to anyone Grantor chooses. Notwithstanding the foregoing, Grantor shall disclose the existence of this Easement (including reference to the recording information) in any deed or other legal instrument by which Grantor divests itself of a real property interest in all or a portion of the Property, including, without limitation, a leasehold interest, and all such conveyances shall be made expressly subject to the terms of this Easement. Grantor shall notify Grantee periodically of any contemplated grants by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. Additionally, Grantor shall notify Grantee in writing not more than thirty (30) days after any grant by Grantor to any third party of any interest in any portion of the Property, whether such interest is a fee, easement, lease, mortgage or other interest. The failure of Grantor to perform any act required by this Section 13 shall not impair the validity of this Easement or limit its enforcement in any way or create any obligation on the part of Grantee. Grantor recognizes that Grantee may incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title of the Property, Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

13.2 Potential Release of Hydro Reserved Rights.

13.2.1 Conveyance of Entire Property. In the event:

(a) Grantor intends to transfer fee title to the entire Property to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Property have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Property,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses prior to said transfer of the entire Property, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Property, (i) all rights of Grantor described in Exhibit C, (ii) the exceptions to the Prohibited Uses for Required Actions and Specified Required Actions set forth in Exhibit F, (iii) the exceptions to the Prohibited Uses in Exhibit F relating to activities within the Hydro Operating Zone, and (iv) Permitted Uses, to the extent related to the Hydro Project Activities, as set forth in Exhibit I (items (i), (ii), (iii) and (iv) being referred to collectively as the "**Reservations**"). Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.2 Partial Conveyance. In the event:

(a) Grantor intends to transfer fee title to less than the entire Property (the "**Transferred Parcel**") to an unaffiliated third party;

(b) the Hydro Project Activities and any uses and facilities that are unrelated to the Hydro Project Activities but undertaken as a Required Action at the Transferred Parcel have been formally and permanently terminated by Grantor and, as appropriate, decommissioned pursuant to a regulatory proceeding; and

(c) no Hydroelectric Facilities and Associated Water Delivery Facilities, nor other facilities unrelated to Hydro Project Activities installed pursuant to a Required Action are located at the Transferred Parcel,

then, subject to any final orders or decommissioning requirements issued by the FERC and/or other agency(ies) with jurisdiction over the Hydro Project Activities and such other unrelated uses, prior to said transfer of the Transferred Parcel, Grantor shall release, relinquish and forever terminate, in a manner that shall be binding upon all successors in interest to the Transferred Parcel, the Reservations with respect to the Transferred Parcel. Following such release, relinquishment and termination of Reservations, all Anticipated Significant Actions (except for Prohibited Uses and continuing Permitted Uses) on the Transferred Parcel shall be subject to Grantee's consent as Discretionary Actions and the Easement shall be interpreted more restrictively in a manner recognizing the release of Reservations as to the Transferred Parcel. Additionally, following such release, relinquishment and termination of Reservations, the forest management activities specified in Section 9 of Exhibit I on the Transferred Parcel shall continue as Permitted Uses, but shall be subject to Grantee's consent as Discretionary Actions.

13.2.3 Grantor's Continuing Reserved Rights. Nothing in Section 13.2.2 shall limit the rights of Grantor in this Easement with respect to the portion of the Property retained by Grantor.

13.2.4 Easement Amendment. In the event of a conveyance and release of Reservations pursuant to this Section 13.2, Grantor and Grantee may agree to amend this Easement, or to create a separate Easement for the Transferred Parcel and for the remaining portion of the Property in accordance with Section 17, to reflect the release of Reservations and, where appropriate, to reflect separate ownership of the Transferred Parcel and the remainder of the Property. In accordance with Section 17 below, Grantor shall reimburse Grantee for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of any amendment or separate Easement pursuant to this Section, including costs incurred in consideration of whether an amendment and/or new Easement(s) is/are necessary or appropriate.

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

14. Extinguishment and Condemnation.

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

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

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

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

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

16. Notices. Any notice or other communication required or permitted under this Easement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx, UPS, or Airborne Express, addressed to the parties as follows:

[Note to drafter: confirm addresses remain correct.]

If to Grantor:

If by registered or certified mail, return receipt requested:

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

With a copy to:

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

If by personal delivery or overnight courier:

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

With a copy to:

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

If to Grantee:

Mother Lode Land Trust
1324 Jackson Gate Road
Jackson, CA 95642
Attn: Ellie Routt, Executive Director

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

17. Amendment. This Easement may not be amended, except by written amendment executed by Grantor and Grantee or their respective successors and assigns and recorded in the official public records of the jurisdiction where the Property is located. If circumstances arise under which an amendment would be appropriate, any such amendment shall be consistent with Grantee's conservation easement amendment policy(ies), and the Purpose of this Easement, including continuing to protect and preserve the Beneficial Public Values, and shall not affect the perpetual duration of this Easement or the qualification of the Conservation Easement as a conservation easement under California Civil Code §815 *et seq.* (or successor thereto).

Grantee shall promptly record the amendment in the official records of the County in which the Property is located, and shall thereafter promptly provide a conformed copy of the recorded amendment to Grantor. The party requesting the amendment shall reimburse the non-requesting party for all reasonable costs incurred in connection with the drafting, review, negotiation, approval and recording of such amendment. Grantor shall be deemed to be the "party requesting the amendment" in connection with any amendment and/or new conservation easement(s) pursuant to Section 13 above and the "reasonable costs incurred" shall include consideration of whether an amendment and/or new conservation easement(s) is/are necessary or appropriate.

18. Hazardous Substances.

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

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

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

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto; and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the

United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

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

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

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

(f) which contains radon gas.

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

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

18.2 Allocation of Responsibility for Hazardous Substances.

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

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

18.2.3 Grantor Responsibility for the Cost of Necessary Remediation. Grantor shall retain responsibility for the cost of Necessary Remediation of Hazardous Substance releases in soil and groundwater, whether occurring in the past or at any time in the future, which are present on the Property, provided that Grantee did not cause, in whole or in part, such Hazardous Substance contamination.

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

(a) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Requirements;

(b) The obligations or liabilities of a person described in 42 U.S.C. §9607(a)(3) or (4);

(c) The obligations of a responsible person under any applicable Environmental Requirements;

(d) The right to investigate and remediate any Hazardous Substances associated with the Property; or

(e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Substances associated with the Property.

18.3 Hazardous Substances Indemnification.

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

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

19. Carbon Rights.

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

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

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

20. General Provisions.

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

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

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

20.4 Further Assurances. Each party hereto agrees to execute and deliver to the other party such further documents or instruments as may be necessary

or appropriate in order to carry out the intentions of the parties as contained in this Easement.

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

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

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

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

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

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

20.11 Attorneys' Fees. In the event that any party shall bring an action to enforce its rights under this Easement, or relating to the interpretation hereof, whether for declaratory, injunctive or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding, including appeals, remands and any other subsequent proceeding (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such

party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Easement into any judgment on this Easement.

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

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

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

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

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

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Description of Hydro Project Activities and Hydroelectric Facilities and Associated Water Delivery Facilities
<u>Exhibit C</u>	Hydro Reserved Rights
<u>Exhibit D</u>	Beneficial Public Values
<u>Exhibit E</u>	Insurance Requirements
<u>Exhibit F</u>	Prohibited Uses
<u>Exhibit G</u>	Hydro Operating Zone(s)
<u>Exhibit H</u>	Express Third Party Uses and Third Party Use Agreements
<u>Exhibit I</u>	Expressly Permitted Uses

[20.17 Counterparts](#). This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event of a discrepancy between counterparts, the recorded Easement shall be controlling.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has granted to Grantee, and Grantee has accepted, this Easement, and the parties mutually agree to the terms and covenants set forth above, as of the Effective Date.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Its: _____

GRANTEE:

MOTHER LODE LAND TRUST,
a California non-profit public benefit
corporation

By: _____
Ellie Routt, Executive Director

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Follows this page]

EXHIBIT B

Description of Hydro Project Activities
and
Hydroelectric Facilities and Associated Water Delivery Facilities

As used in this Easement, "**Hydro Project Activities**" are those existing and future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities (as defined below) now or hereafter located on, above, or under the Property, associated with the operation of the Crane Valley FERC Project (FERC Project No. 1354), and shall include any future uses of the Property, and the existing and future Hydroelectric Facilities and Associated Water Delivery Facilities now or hereafter located on, above, or under the Property, associated with compliance with any future FERC License, FERC License renewal or other regulatory requirements.

As used in this Easement, "**Hydroelectric Facilities and Associated Water Delivery Facilities**" are those existing and future facilities, structures, buildings, and improvements now or hereafter located on, above, or under the Property, and associated with the operation of the Crane Valley FERC Project (FERC Project No. 1354), including, but not limited to, the following existing and future improvements: improvements for existing and future water delivery and other requirements of power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water use; electrical distribution lines; and communications lines and facilities.

EXHIBIT C

Hydro Reserved Rights

Grantor's reserved rights on the Property include the following, which are expressly excluded from the transfer and conveyance of the easement granted in this Easement and reserved to Grantor:

Subject to the provisions of Section 7, the right to conduct Hydro Project Activities on the Property, including construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing and future Hydroelectric Facilities and Associated Water Delivery Facilities, including project replacements and improvements required for existing and future water delivery and other requirements for power generation, transmission, distribution, and storage, for nonconsumptive and consumptive water, and for communications in connection with the foregoing and for compliance with any future FERC License, FERC License renewal or other regulatory requirements. In furtherance of and without in any way limiting the generality of the foregoing, the following rights are expressly reserved:

(1) The right to conduct any and all uses and activities now or at any time in the future deemed necessary or appropriate by Grantor in Grantor's sole discretion exercised in good faith in connection with the generation of hydroelectric energy, including, but not limited to the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of existing Hydroelectric Facilities and Associated Water Delivery Facilities, and the construction, operation, repair, alteration, maintenance, removal, replacement and expansion of new Hydroelectric Facilities and Associated Water Delivery Facilities; and

(2) The right to use, maintain, establish, construct, alter, expand and improve water sources, courses, and bodies within the Property, and to take, divert, store, convey and appropriate water; and

(3) The right to increase or otherwise modify water diversion, storage and transmission capacities of Hydroelectric Facilities and Associated Water Delivery Facilities; and

(4) The right to exercise: all riparian water rights inherent in and part and parcel of the Property; all appropriative surface water rights (including, but not limited to, any appropriative surface water rights having a point of diversion, place of storage, or place of use on the Property); all prescriptive surface water rights; and all other right, title and interest of any nature whatsoever in and to the surface waters which are now or hereafter located or flowing on, under or abutting the Property; and

(5) The right to decommission all or any portion of existing and future Hydroelectric Facilities and Water Delivery Facilities in accordance with the applicable license issued by the FERC, or as otherwise allowed by Applicable Law; and

(6) The right to enlarge, improve, reconstruct, relocate and replace said Grantor's existing facilities and additional facilities with any other number, size, or type of transformers, poles, towers, or structures, or underground wires, cables, pipelines and conduits, or other devices and equipment either in the original location or at any location or locations within the Property; and

(7) The right to construct, operate, use, repair, alter, maintain, remove, replace and expand Grantor's existing and future facilities for transformation, transmission and distribution of electric energy and for communication purposes and also the rights to reconstruct, replace, remove, maintain and use the same as Grantor shall at any time and from time to time deem necessary in Grantor's sole discretion exercised in good faith, together with the rights to excavate for, construct, install, repair, reconstruct, replace, remove, maintain and use, at any time and from time to time, additional facilities for the transformation, transmission and distribution of electric energy and for communication purposes, consisting of such devices and equipment with suitable concrete pads and adequate protection therefore necessary for transforming electric energy, one or more lines of underground wires and cables (enclosed at Grantor's option within conduits), and one or more lines of towers, poles and/or other structures, wires and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, poles and/or other structures, wires and cables.

EXHIBIT D

Beneficial Public Values

The Purpose of the Conservation Easement for the Property is to protect the Beneficial Public Values of the Property, as summarized below and described in more detail in the Baseline Documentation Report:

- (a) Habitat for fish, wildlife, and plants that are native to the area, including species protected under the California Endangered Species Act and/or the federal Endangered Species Act. The term “habitat” includes vegetation along banks and shorelines that contribute to maintaining watershed health. The term “native” refers to plants and animals that occur naturally on the Property, and are defined as “native” by the California Department of Fish & Wildlife and its successors.
- (b) Forest resources on the Property. Forest resources consist of mid-elevation Sierra Nevada oak woodland and annual grassland forest type and riparian vegetation that provide habitat for wildlife and fisheries.
- (c) The scenic viewshed of the Property in keeping with the surrounding environment, providing a forested landscape and open grassland visible to passersby on the nearby roads, as well as views of the waterbodies on the Property.
- (d) Outdoor recreation such as camping, swimming, boating, sightseeing, water sports, fishing and hiking.
- (e) Identified historical and cultural values, to the extent they are protected by state and federal law.

EXHIBIT E

Grantee Insurance Requirements

Grantee shall procure, carry and maintain the following insurance coverage:

- A. Workers' Compensation and Employers' Liability
 - 1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.
 - 2. Employers' Liability insurance shall not be less than One Hundred Thousand Dollars (\$100,000) 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 Coverage "occurrence" form, with no coverage deletions.
 - 2. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate for bodily injury, property damage and personal injury.
 - 3. Coverage shall: a) By "Additional Insured" endorsement add as insureds Grantor, its directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee; b) Be endorsed to specify that Grantee's insurance is primary.
- C. Business Auto
 - 1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
 - 2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.
- D. Additional Insurance Provisions
 - 1. Upon change in carrier or coverage, or otherwise upon Grantor's request, Grantee shall furnish Grantor with certificates of insurance and endorsements of all required insurance for Grantee.
 - 2. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to Grantor.

3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

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

A copy of all such insurance documents shall be sent to Grantor's Land Agent as specified under Notices in the body of this Easement.

4. Upon request, not to exceed once annually, Grantee shall furnish Grantor complete copies of policies.
5. Upon request, not to exceed once annually, Grantee shall furnish Grantor the same evidence of insurance for Grantee's agents or contractors as Grantor requires of Grantee.

EXHIBIT F

Prohibited Uses

As provided in Section 6 of this Easement, Grantor will not engage in, or permit others to engage in, the following Prohibited Uses:

1. Number of Fee Owners; Subdivision.

(a) Limit on Number of Fee Owners. Except for Specified Required Actions, notwithstanding the fact that the Property, at any time, might be comprised of more than three (3) separate legal parcels, fee title to the Property shall be held by no more than three (3) separate owners at any given time, provided, however, that the foregoing shall not prohibit undivided ownership of the Property by multiple owners (e.g. tenants in common), subject to the restrictions on the rights of undivided owners provided below, and the terms and conditions of this Easement shall perpetually apply to the Property as a whole. The existence of any separate legal parcels shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on said parcel under the terms and conditions of this Easement as applied to the Property as a whole. This section only applies to conveyances of fee ownership and not to conveyances of any property interests other than fee ownership (e.g. leasehold interests). In respect to ownership of the Property or permitted separate legal parcels, as the case may be, ownership may be (among others) in the form of a partnership, limited partnership, limited liability company, corporation or other legal entity or as undivided interests such as tenants in common, whether by choice or by operation of any Applicable Laws, but no owner of an undivided interest shall thereby have (i) the right of exclusive occupancy or exclusive use of any separate portion of the Property (or permitted separate legal parcel), or (ii) any right to have the Property (or permitted separate legal parcel), partitioned in kind, whether pursuant to California Code of Civil Procedure §872.010 et seq. ("**CCP**") or any successor statute or otherwise. In the event that a partition action is brought and a court determines that the remedy of partition must be granted, Grantor, on behalf of itself and its successors and assigns hereby irrevocably agrees the remedy shall not be a physical subdivision of the Property (or permitted separate legal parcel), but instead may be a partition by appraisal pursuant to CCP §873.910 or any successor statute or a judicially supervised sale of Grantor's entire estate in the Property (or permitted separate legal parcel) pursuant to CCP §873.510 or any successor statute, subject, however, to this Easement, followed by a division of sales proceeds among the parties entitled thereto. Grantor recognizes that Grantee will incur direct and indirect costs for monitoring and administration of the Conservation Easement in the event fee title to a portion of the Property is transferred under this provision. Accordingly, upon Grantor's sale, transfer or conveyance of fee title to less than all of the Property in accordance with this subsection (a), Grantor shall pay, or cause to be paid, to Grantee a one-time payment of a sum representing the increased cost of such Conservation Easement stewardship, as reasonably determined at such time by Grantee. Such one-time payment shall be in addition to any reimbursements required pursuant to Section 13.2.4 or Section 17 of this Easement.

(b) Limit on Subdivision. Except for Specified Required Actions, Grantor shall not subdivide the Property with the result of frustrating the ownership restrictions set forth in subsection (a) above. For example, the following actions would not frustrate the ownership restrictions in subsection (a) above: (i) merger and reduction of the number of separate legal parcels comprising the Property; or (ii) reconfiguring by lot line adjustment the existing internal boundaries of legal parcels within the outer boundaries of the Property; or (iii) clarifying boundary lines with adjacent landowners; or (iv) subdivisions to facilitate Hydro Project Activities. Grantor shall (i) as part of the Annual Work Plan review in accordance with Section 7, or at least ninety (90) days prior to any Grantor subdivision activity (whether or not prohibited hereunder), furnish Grantee with the subdivision application or filings; and (ii) provide to Grantee reasonably sufficient information to identify the boundaries of each legal parcel. This information will become part of the Baseline Documentation Report. At the election of either party, the parties shall execute and record an amendment of this Easement to reflect any change to the legal description of the Property set forth in Exhibit A or any other changes and allocations resulting from permitted subdivision that are not established to the reasonable satisfaction of the parties by recordation in the Public Records of the plan of subdivision approved under Applicable Law.

2. Development Rights. Except for Specified Required Actions provided in Section 7, the development rights associated with all or any portion of the Property may not be transferred to, or used or exercised in connection with, any property other than the Property, such rights of transfer, use and exercise being hereby terminated and extinguished in perpetuity. The phrase "development rights" means any and all rights, however designated, now or hereafter associated with the Property or any portion thereof that may be used pursuant to applicable zoning laws, land use laws or other governmental laws or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.

3. Mining and Drilling. There shall be no mining, drilling, removing, fracking, or exploring for or extracting of minerals, oil, gas, coal, or other hydrocarbons, soils, sands, gravel, loam, rocks or any other material on, under, or at the Property. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Specified Required Actions provided in Section 7;
- (b) Drilling, removal and extraction of soils, sands, gravel, loam, rocks or any other material on, under, or at the Property in connection with studies and testing to the extent related to Grantor's exercise of the Hydro Reserved Rights;
- (c) Testing, drilling and operating groundwater wells, and construction or placement of any structures or improvements within the Hydro Operating Zone to the extent related to Grantor's exercise of the Hydro Reserved Rights; and
- (d) The use of soil, sand, gravel and other similar material located on the Property as appropriate for road maintenance, erosion control and in connection

with a Required Action subject to the following limitations: (i) such disturbance shall be kept to the minimum necessary to exercise such rights, (ii) any such soils, sands, and other materials shall not be removed from the Property, and (iii) all such utilization activities shall be conducted in a manner that minimizes to the greatest extent practicable impacts to the Beneficial Public Values.

4. Construction and Placement of Structures and Improvements. There shall be no construction or placement of any structures or improvements on the Property, including (but not limited to) residential, industrial, office, or other buildings, underground or aboveground tanks. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

(a) Required Actions provided in Section 7;

(b) Permitted Uses under Exhibit I;

(c) Construction or placement of any structures or improvements within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights; and

(d) Structures and improvements made in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values (including, for example, garbage enclosures, benches, interpretive kiosks, and appropriately located and sized caretaker structure).

5. Vehicles. Except for Required Actions provided in Section 7, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no use of any motorized vehicles off of existing roadways on the Property except vehicles used as necessary to carry out prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values. Motorized off-road recreational use shall not constitute an activity "related to the protection or preservation of the Beneficial Public Values" as provided in the preceding sentence.

6. Dumping or Salvage. Except for Required Actions provided in Section 7, there shall be no dumping, storage or other disposal on the Property of soil, trash or garbage except for (a) refuse generated on the Property which may be disposed of on the Property on a temporary basis prior to its removal from the Property in areas where the Beneficial Public Values of the Property are not significantly impaired, or (b) compostable refuse generated on the Property which may be disposed of on the Property in a responsible manner which does not significantly impair the Beneficial Public Values of the Property. Except for Required Actions provided in Section 7, there shall be no dumping, storage (other than on a temporary basis) or other disposal of ashes, sludge, Hazardous Substances, or other unsightly or dangerous materials outside of the Hydro Operating Zone. Except for Required Actions provided in Section 7, there shall be no storage or disassembly of inoperable automobiles, trucks, or other

vehicles or equipment for purposes of sale, or rental of space for that purpose outside of the Hydro Operating Zone.

7. Non-Native Animal Species. Except for Required Actions provided in Section 7, there shall be no release anywhere on the Property of non-native animal species other than livestock without Grantee's prior written approval in accordance with Section 7, as required.

8. Vegetation. Except for Required Actions provided in Section 7, there shall be no removal, cutting or destruction on the Property of native vegetation except (a) in an emergency and/or for purposes of disease or insect control or (b) to prevent property damage, personal injury, or flooding or (c) as permitted in Exhibit I, Sections 4 and 9, or (d) with Grantee's prior written approval in accordance with Section 7, as required.

9. Roads and Trails. Except for Required Actions provided in Section 7 or as required to implement a Required Action, or in the case of an emergency or other occurrence affecting the safety of persons and/or property, there shall be no construction of any new roads or trails on the Property; provided, however, the construction of new roads and trails (or the relocation of existing road and trails) on the Property to protect, preserve or enhance the Beneficial Public Values shall be permitted with Grantee's prior written approval in accordance with Section 7, as required. As used herein, the term "construction" shall not include the creation of roads or trails through repeated use, although such activities shall be governed by this Easement.

10. Commercial Uses. There shall be no office, industrial, or other commercial use on the Property that is likely to significantly impair Beneficial Public Values. Notwithstanding the foregoing, the following shall not be Prohibited Uses:

- (a) Required Actions provided in Section 7;
- (b) Uses permitted by Third Party Use Agreements; and
- (c) Office, industrial, or other commercial uses within the Hydro Operating Zone which Grantor has determined relate to Grantor's exercise of the Hydro Reserved Rights.

11. Alteration of Land or Excavation. Except for Required Actions provided in Section 7 or as otherwise explicitly permitted by the terms of this Easement, there shall be no filling, excavating, grading, draining or dredging outside of the Hydro Operating Zone, nor any change in the general topography of the Property; provided, however, such activities shall be permitted outside of the Hydro Operating Zone in the course of prudent and customary land management activities and/or to protect, preserve, or enhance the Beneficial Public Values.

12. Billboards. Except for Required Actions provided in Section 7 or permitted uses under Exhibit I or Grantee's signs permitted under Section 5.3, there shall be no placement of billboards or advertising facilities. The use of Grantor's logo and/or trade

style on a sign will not in and of itself constitute a billboard or advertising facility under this provision.

EXHIBIT G

Hydro Operating Zone

[Follows this page]

EXHIBIT H

Express Third Party Uses and Third Party Use Agreements

1. Express Third Party Uses

The Express Third Party Uses on the Property are all uses permitted by and pursuant to the agreements listed in Section 2 below.

2. Third Party Use Agreements

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

- (a) Those agreements identified on Attachment 1 to this Exhibit H.
- (b) Those agreements, encumbrances and other matters identified on Attachment 2 to this Exhibit H.
- (c) Agreement, dated June 4, 1959, between Pacific Gas and Electric Company and the County of Madera.
- (d) Lease agreement, dated October 18, 1977, between Pacific Gas and Electric Company and Marina View Heights Association.
- (e) First Amendment to License Agreement, dated January 29, 2007, between Pacific Gas and Electric Company and Marina View Heights Association.
- (f) Lease agreement, dated October 1, 1979, between Pacific Gas and Electric Company and Lakeshore Beach Club.
- (g) Lease agreement, dated May 1, 2019, between Pacific Gas and Electric Company and Lakeshore Beach Club.
- (h) Lease agreement, dated July 6, 1982, between Pacific Gas and Electric Company and Crane Valley Homeowners Association.
- (i) Lease agreement, dated May 24, 1994, between Pacific Gas and Electric Company and Bass Lake Enterprises, Inc.
- (j) Amended and Restated Commercial Resort Dock and Walkway; Boat Mooring Area; and Land Lease Bass Lake, California, dated, January 1, 2019, between Pacific Gas and Electric Company and Bass Lake Enterprises, Inc.
- (k) License Agreement, dated June 24, 2000, between Pacific Gas and Electric Company and Pacific Service Employees Association.

- (l) Commercial Resort Lease (PSEA various locations), dated January 2018, between Pacific Gas and Electric Company and Pacific Service Employees Association.
- (m) Assignment of Interest in Leases, dated March 6, 2007, between The Pines Resorts of California, Inc. and the Pines Resorts of California, LLC, and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.
- (n) Amended and Restated Commercial Floating Boat Dock License, dated April 25, 2013, between Pacific Gas and Electric Company and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.
- (o) First Amendment to Lease, dated September 25, 2013, between Pacific Gas and Electric Company and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.
- (p) Second Amendment to Lease, dated February 2, 2014, between Pacific Gas and Electric Company and Carmel Pines Investments, LLC and Greenlaw Pines Investments, LLC.

ATTACHMENT 1
TO
EXHIBIT H

[Follows this page]¹

¹ To include spreadsheet of boat dock arrangements.

ATTACHMENT 2
TO
EXHIBIT H

[Follows this page]²

² To include exceptions from the title report.

EXHIBIT I

Permitted Uses

The following are Permitted Uses:

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

prevent, mitigate, and/or respond to any natural disaster (such as wildfire, significant insect and disease outbreak, or significant wind damage).

(b) Forest management activities for the purposes outlined in Paragraph (a) may include, but shall not be limited to, timber harvesting; salvage logging; conversion of vegetation types; prescribed fire; pre-commercial and commercial thinning of conifer and hardwood trees; fuels management; tree planting; control of undesirable vegetation and pests; habitat maintenance and enhancement; and road and watercourse crossing construction, maintenance, repair, and enhancement. Grantor shall carry out all such forest management activities in compliance with Applicable Law.

(c) Grantor shall provide to Grantee any existing or future forest management plan as part of the Annual Work Plan review process pursuant to Section 7.3 of this Easement. Grantor and Grantee shall review and discuss such plan (along with any proposals Grantee may have regarding this Permitted Use by Grantor pursuant to Section 7.3.4(b) of this Easement) periodically as part of such Annual Work Plan review process. Said forest management plan shall be updated periodically, as appropriate.

10. The right to maintain, repair, improve, replace, remove, construct, reconstruct and use, the facilities and improvements existing pursuant to Third Party Use Agreements now or hereafter existing. In addition, the expansion of the existing facilities and associated improvements on the Property beyond their existing footprints and/or with an increase in height shall be a Permitted Use if such expansion is approved by Grantor under the applicable Third Party Use Agreement, does not constitute a Required Action, and is subject to Grantee's approval in the manner provided for Discretionary Actions.

11. The right to construct, reconstruct, replace, remove, maintain and use the types of facilities and improvements described in paragraph (7) of Exhibit C that are unrelated to Hydro Project Activities and do not constitute a Required Action provided that such facilities shall be subject to Grantee's approval in the manner provided for Discretionary Actions.

12. In accordance with Applicable Laws, the right to control or eliminate noxious weeds and non-native plant species on the Property, and the right to control animals that (a) pose or threaten to pose a hazard to persons or property, including Hydroelectric Facilities and Associated Water Delivery Facilities, or (b) adversely impact or threaten to adversely impact (i) one or more of the Beneficial Public Values, (ii) Grantor's Hydro Reserved Rights or Hydro Project Activities, (iii) the Hydroelectric Facilities and Associated Water Delivery Facilities, or (iv) an Express Third Party Use.

13. The right to erect reasonably sized signs (illuminated and non-illuminated) to support and manage safety and permitted uses of the Property, including signs regarding authorized and unauthorized entry and uses or other appropriate markers in prominent locations on the Property, such as boundary fences, trails, and access roads.

Attachment B

Deed of Conservation Easement and Agreement

Attachment C

State Board of Equalization Statement of No Tax Benefit



STATE BOARD OF EQUALIZATION
PROPERTY TAX DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0061
1-916-274-3270 • FAX 1-916-285-0132
www.boe.ca.gov

TED GAINES
First District, Sacramento
MALIA M. COHEN
Second District, San Francisco
ANTONIO VAZQUEZ, CHAIRMAN
Third District, Santa Monica
MIKE SCHAEFER, VICE CHAIR
Fourth District, San Diego
BETTY T. YEE
State Controller
BRENDA FLEMING
Executive Director

August 16, 2021

Ms. Becky Zhu
Supervisor, State and Local Tax
Pacific Gas and Electric Company SBE #0135
Tax Department, Mail Code B12G
PO Box 7054
San Francisco, CA 94120-7054

Re: Bass Lake Easement Valuation

Dear Ms. Zhu:

In your email dated August 12, 2021 you requested written guidance from the State Board of Equalization (SBE) State-Assessed Properties Division as to the SBE's valuation method and assessment, in dollar value, associated with Pacific Gas and Electric Company's (PG&E) conveyance of a conservation easement to Mother Lode Land Trust. You specified the subject property is located in Madera County and described by SBE numbers:

135-20-9-2	135-20-9J-2	135-20-16-3	143-20-1-8
135-20-9-4	135-20-9K-1	135-20-31E-1	
135-20-9-5	135-20-9K-2	135-20-31E-2	
135-20-9-6	135-20-9K-3	135-20-31E-3	

As background, under Article XIII, Section 19 of the State Constitution provides the State Board of Equalization the authority to annually assess properties owned or used by companies transmitting or selling gas and electricity.

The SBE's assessment of the conservation easement on the subject parcels will be included in the full fee assessment to PG&E as they will continue to own the property in fee. There will be no separate valuation assessment of the conservation easement. Therefore, no change in assessed value is anticipated for future lien dates as a result of the conveyance of the conservation easement.

Sincerely,

Pamela DiNapoli
Supervising Property Appraiser
State-Assessed Properties Division

Stewardship Council's List of Individuals and Entities to Whom it has Provided Notice Regarding Bass Lake

WITHIN A MILE MAILING

OWNER	CARE OF	MAIL ADDRESS	CITY, STATE & ZIP CODE
See Attached			
WATER AGENCY MAILING			
Bass Lake Water Company		PO Box 113	Bass Lake, Ca 93604
Other (County) Co. Special Districts			
BOARD OF SUPERVISORS MAILING			
Madera County Board of Supervisors District 1	The Honorable Brett Frazier	200 West 4th Street	Madera, Ca 93637
Madera County Board of Supervisors District 2	The Honorable David Rogers	200 West 4th Street	Madera, Ca 93637
Madera County Board of Supervisors District 3	The Honorable Robert L. Poythre	200 West 4th Street	Madera, Ca 93637
Madera County Board of Supervisors District 4	The Honorable Max Rodriguez	200 West 4th Street	Madera, Ca 93637
Madera County Board of Supervisors District 5	The Honorable Tom Wheeler	200 West 4th Street	Madera, Ca 93637
CITIES/TOWNS AFFECTED MAILING			
n/a			
NATIVE AMERICAN TRIBAL MAILING			
North Fork Rancheria of Mono Indians	Maryann McGovran, Chair	PO Box 929	North Fork, Ca 93643
Big Sandy Rancheria	Elizabeth Kipp, Chair	PO Box 337	Auberry, Ca 93602
Dumna/Wo-Wah Tribal Government	Robert Ledger, Chair	2216 East Hammond St.	Fresno, Ca 93703
North Fork Mono Tribe	Ron Goode, Chair	13396 Tollhouse Rd.	Clovis, Ca 93619
Picayune Rancheria of Chukchansi	Claudia Gonzalez, Chair	8080 North Palm Ave.	Fresno, Ca 93711
INDIVIDUALS & ENTITIES WHO SUBMITTED COMMENTS			
Doris Ginn	dpginn@gmail.com		
Kelby Hargrave	kelby.hargrave@gmail.com		
Sharon Green	6670 N. Contessa Ave.; Fresno 93722		
Pat Wolcott	8840 Oakmont Dr; Santa Rosa 95409		
Robert Macaulay	PO Box 966; Coarse Gold,93614		

Stewardship Council's List of Individuals and Entities to Whom it has Provided Notice Regarding Bass Lake

Supervisor Tom Wheeler office	robert.macaulay@maderacounty.com		
Mike Vandeman	mjvande@pacbell.net		
INDIVIDUALS & ENTITIES WHO SPOKE AT BOARD MEETING ON 9/23/20			
None			
OTHER ORGANIZATIONS THAT SUBMITTED LSP ON THE BASS LAKE PLANNING UNIT			
None			

WILLIAM J O CONNELL	URSULA HART O CONNELL	ONE BALDWIN AVE #904	SAN MATEO CA 94401
MACY MAGINN		P O BOX 1075	OAKHURST CA 93644
RICHARD LEE & JUDITH BEAZLIE JOHNSON		P O BOX 108	BASS LAKE CA 93604
LITTLE CHURCH IN THE PINES THE		P O BOX 110	BASS LAKE CA 93604
OBERTI-ALESSINI INVESTMENTS		P O BOX 1247	MADERA CA 93639
WELLESLEY SHAEN & BETTY SUE MAGAN		P O BOX 138	BASS LAKE CA 93604
ROY & DONNA WILLIAMS		P O BOX 150	BASS LAKE CA 93604
MCDONALD ROBERT E & SALLY ANN CO TRUSTEE		P O BOX 171	BASS LAKE CA 93604
PAUL F & HELOISE B MARSH		P O BOX 1744	JULIAN CA 92036
JEFF & CAROL JENSEN		P O BOX 1763	RANCHO SANTA FE CA 92067
RONALD ELMER GARDNER		P O BOX 183	BASS LAKE CA 93604
NORTH SHORE ESTATES HOMEOWNERS ASSOC		P O BOX 1836	OAKHURST CA 93644
WILLOW COVE LOG CABIN LLC		P O BOX 192626	SAN FRANCISCO CA 94119
JOYCE J WILLEY		P O BOX 194	BASS LAKE CA 93604
ROBERT F & JUDITH K FAGENT		P O BOX 196	BASS LAKE CA 93604
HAROLD E & JEANNE M SCHULZE		P O BOX 205	BASS LAKE CA 93604
NICHOLAS A & ERICKA S SCHNEIDER		P O BOX 2076	OAKHURST CA 93644
HASAN S & JANET L FOX ERGIN		P O BOX 218	CARLSBAD CA 92018
SIERRA TELEPHONE COMPANY INC		P O BOX 219	OAKHURST CA 93644
CHARLES W & SHARYN L NUGENT		P O BOX 2290	OAKHURST CA 93644
STEPHEN L & CATHLEEN D JONES		P O BOX 2292	OAKHURST CA 93644
ROGER E & KELLI GRAHAM		P O BOX 230537	ENCINITAS CA 92023
JOSEPH JOHN & VERA MAY STREIFF		P O BOX 246	WASCO CA 93280
GARY THOMAS PAPIKE		P O BOX 2471	OAKHURST CA 93644
STANELY W & BARBARA L LUNG		P O BOX 273	BASS LAKE CA 93604
RONALD C & CAROL M ECKERT		P O BOX 276	BASS LAKE CA 93604
BRIAN GARD		P O BOX 2773	OAKHURST CA 93644
RODOLFO G TRIANA		P O BOX 303	BASS LAKE CA 93604
CURTIS C & KATHLEEN S JACKSON		P O BOX 308	BASS LAKE CA 93604
PHILIP MORIN		P O BOX 3349	OAKHURST CA 93644
CARL A & CYNTHIA TEBO RADLIFF		P O BOX 346	BASS LAKE CA 93604
SHERRY A RUPARD		P O BOX 353	BASS LAKE CA 93604
STEPHEN R & CYNTHIA L WELCH		P O BOX 361	BASS LAKE CA 93604
THERESA E WILSON		P O BOX 424	BASS LAKE CA 93604
SHEILA & BROWN RICHARD SMITH		P O BOX 4422	OAKHURST CA 93644
DWIGHT L & STEPHANIE A SAMUELS		P O BOX 446	BASS LAKE CA 93604
KIMBERLY J SUC ACKROYD		P O BOX 471	BASS LAKE CA 93604
JANET L & JOE L MARTINEZ		P O BOX 482	BASS LAKE CA 93604
ATHOL J E TEKAAT		P O BOX 485	BAKERSFIELD CA 93302
CLYDE R & PATRICIA A JOHNSON		P O BOX 496	BASS LAKE CA 93604
THE UNITED STATES OF AMERICA U S FOREST SERVICE		P O BOX 498	BASS LAKE CA 93604
KEITH & JENNIFER ROGERS HORTON		P O BOX 505	BASS LAKE CA 93604
EDWARD EMILIAN & RAINEY LOU CAMPIGLIA HANLEY		P O BOX 548	RANCHO SANTA FE CA 92067
GARY D & BARBARA L WAER		P O BOX 551	SOLVANG CA 93464
HENRY P & MYRNA L BRENDLE		P O BOX 566	BASS LAKE CA 93604
HOFFMAN C & MARION N CHASE		P O BOX 579	TULARE CA 93275
L & B RENTALS LLC		P O BOX 580	EXETER CA 93221
DAVID M & GERI ANN BROWN		P O BOX 611	MADERA CA 93639
JOHN HUTCHINS SINGER		P O BOX 633	BASS LAKE CA 93604
DIANE A PETERSON		P O BOX 668	BASS LAKE CA 93604
TERESA R MC ISAAC		P O BOX 707	OAKHURST CA 93644
VIRGIL E & CARROL A DE GEORGE		P O BOX 719	BASS LAKE CA 93604
CLAYTON A & SHERI L PIEPER		P O BOX 7219	MAMMOTH LAKES CA 93546
THARP ROBERT ARTHUR & PATRICIA DENSIE CO TRUSTEE		P O BOX 745	FIREBAUGH CA 93622
DANIEL J & KARISSA L MARKLEY		P O BOX 757	OAKHURST CA 93644
GEORGE WALDEMAR & PATRICIA M OJA		P O BOX 86	BASS LAKE CA 93604
REX S & BONNIE JOHNSON		P O BOX 952	LA HABRA CA 90633
JACK & MAXINE NORA BREIDENSTEIN		P O BOX 96	BASS LAKE CA 93604
BRUCE & DARILYN D BARE		P.O. BOX 104	BASS LAKE CA 93604

BRIAN J & LAUREL E STEWART	P.O. BOX 715	BASS LAKE CA 93604
AMANDA FERGUSON FRENCH	P.O. BOX 732	PESCADERO CA 94060
JOHN C & NANCY S WRIGHT	PO BOX 1035	SAN LUIS OBISPO CA 93406
KARL & TONIYA KRUGER	PO BOX 1066	CLOVIS CA 93613
GREENLAW PINES INV LLC ETAL THE PINES RESORT	PO BOX 109	BASS LAKE CA 93604
LITTLE CHURCH IN THE PINES	PO BOX 110	BASS LAKE CA 93604
MICHAEL L & NANCY C GUNNING	PO BOX 112	BASS LAKE CA 93604
THE PINES RESORTS OF CALIFORNIA, LLC	PO BOX 113	BASS LAKE CA 93604
MARY LOU NORRIS	PO BOX 1201	CASTROVILLE CA 95012
JAMES A & LEE ANNE BRISCOE	PO BOX 12024	FRESNO CA 93776
SCOTT A RUNTZEL	PO BOX 123	BASS LAKE CA 93604
1616 CHAMPA LLC	PO BOX 1230	NORTH FORK CA 93643
KATHRYN E MONTGOMERY	PO BOX 1266	OAKHURST CA 93644
JAMES R & DANA E INGELS	PO BOX 130	BASS LAKE CA 93604
ROGER FRANKE	PO BOX 135	BASS LAKE CA 93604
WELLESLEY SHAEN & BETTY SUE MAGAN	PO BOX 138	BASS LAKE CA 93604
JACOB & HANNAH D MOREN	PO BOX 1404	NORTH FORK CA 93643
PATRICK & SHIRLEY MCWILLIAMS	PO BOX 14055	FRESNO CA 93650
DONALD J & SHELLY K GROPPETTI	PO BOX 1431	VISALIA CA 93279
JOHN E & ALYSON M LASGOITY	PO BOX 148	MADERA CA 93639
ROY & DONNA LEE WILLIAMS	PO BOX 150	BASS LAKE CA 93604
BRANDON WESEMAN	PO BOX 154	BASS LAKE CA 93604
MICHAEL E & CYNTHIA M COGGINS	PO BOX 154	OAK VIEW CA 93022
COREY R & HEIDI C FARR	PO BOX 1584	LA QUINTA CA 92247
BIAGIO & MARIANNE BARONE	PO BOX 161	BASS LAKE CA 93604
THERESA W KENNEDY	PO BOX 1667	OAKHURST CA 93644
KENNETH R & LEDA A BALLARD	PO BOX 169	BASS LAKE CA 93604
ROBERT T & DRUSILLA E BRATTY	PO BOX 170	BASS LAKE CA 93604
TEAGUE R & STACEY R MARK	PO BOX 1723	CARMEL BY THE SEA CA 93921
PATRICIA ALMOTAHARI	PO BOX 174	BASS LAKE CA 93604
CHRISTINE S & MARK H SCHWARM	PO BOX 1741	OAKHURST CA 93644
RICHARD M & CLAUDIA C LIBENSON	PO BOX 181887	CORONADO CA 92178
CHRISTOPHER PETER & CHRISTINE LEE FERBRACHE	PO BOX 1841	OAKHURST CA 93644
CLYDE W & LORI J SHAFFER	PO BOX 185	BASS LAKE CA 93604
WILLIAM C CROSSLAND	PO BOX 1850	REEDLEY CA 93654
DEBORAH K & SCOTT SANDERSON	PO BOX 186	BASS LAKE CA 93604
DENNY L & JULIE F LAPHAM	PO BOX 190	AVERY CA 95224
RONALD PAUL & DALE SULLIVAN OBERNOLTE	PO BOX 195	BASS LAKE CA 93604
DOUGLAS RYAN & TERRI LEE WORTHINGTON PACK	PO BOX 2018	OAKHURST CA 93644
JOSEPH E & LUCILLE CLARKE	PO BOX 2084	OAKHURST CA 93644
JAMES M & GINA M CHANTLAND	PO BOX 209	BASS LAKE CA 93604
KELLY FOULGER THOMAS	PO BOX 210	BASS LAKE CA 93604
DENNIS ALAN & JANELL E JONATHAN	PO BOX 2207	OAKHURST CA 93644
TOM TUSO	PO BOX 222	BASS LAKE CA 93604
ROBERT EUGENE TODD	PO BOX 223	BASS LAKE CA 93604
GLORY B HARKNESS VARTIAN	PO BOX 224	BASS LAKE CA 93604
DAVID R & LINDA F DORSEY	PO BOX 2244	OAKHURST CA 93644
CYNTHIA G SCHYMICZEK	PO BOX 229	BASS LAKE CA 93604
STEPHEN L & CATHLEEN D JONES	PO BOX 2292	OAKHURST CA 93644
RUSSELL ALLEN & JENNIFER LYNN MARLOW	PO BOX 230	BASS LAKE CA 93604
AMBULANCE SIERRA ED GUZMAN	PO BOX 2307	OAKHURST CA 93644
DEBRA L KROON	PO BOX 2325	OAKHURST CA 93644
BRAXTON GENE & LINDA MICHELLE MOSLEY	PO BOX 2390	OAKHURST CA 93644
KAREN MCCARTIN	PO BOX 242	BASS LAKE CA 93604
DEAN M & TAMMY L VANROSSEN	PO BOX 244	BASS LAKE CA 93604
RICHARD & DEMETRA CHAMBERLAIN	PO BOX 2536	OAKHURST CA 93644
GARY D KITTREDGE	PO BOX 25442	FRESNO CA 93729
DAVID B & LINDA MADDEX	PO BOX 2545	CAMARILLO CA 93011
TULARE COUNTY INV LLC	PO BOX 2545	CAMARILLO CA 93011

PENELOPE S JONES	BAXTER DORIS F LE	PO BOX 255	BASS LAKE CA 93604
NEVA M HENDERSON		PO BOX 256	BASS LAKE CA 93604
ROBERT E BOYAJIAN		PO BOX 25670	FRESNO CA 93729
CHAD STEVEN & ANN LOUISE MANGOLD		PO BOX 2702	OAKHURST CA 93644
FOREBAY FARMS LLC		PO BOX 2717	MERCED CA 95344
TIMOTHY G BARNES		PO BOX 275	MARIPOSA CA 95338
CECILE LUCICH MC INTYRE		PO BOX 278	BASS LAKE CA 93604
PHILLIP D & JOANN ROYSTER		PO BOX 284	BASS LAKE CA 93604
BASS LAKE HOMEOWNERS ASSN II MARC SOBEL PRESIDENT		PO BOX 293	BASS LAKE CA 93604
ANTHONY J & SARA R BRUNO		PO BOX 301	ACTON CA 93510
EDWARD & SULLIVAN MARGARET TERESA KOEHLER		PO BOX 309	BASS LAKE CA 93604
ELAINE SCHRECK		PO BOX 311	ORANGE CA 92856
WILLIAM G & PATRICIA M SHADRICK		PO BOX 336	BASS LAKE CA 93604
LESLIE D CHOATE PISEL		PO BOX 3367	OAKHURST CA 93644
ROWLAND D JEFFREY		PO BOX 338	KINGSBURG CA 93631
COLLEEN A HAM		PO BOX 3383	OAKHURST CA 93644
JOHN P & KATHLEEN M ANDERSON		PO BOX 345	FRIANT CA 93626
ALAN & ALIDA RODEBUSH		PO BOX 350	BASS LAKE CA 93604
MARY PAULINE BERGSEID	ALIDA BERGSEID IMBRECHT	PO BOX 350	BASS LAKE CA 93604
CHAD L & LUCRETIA A WILLIAMS		PO BOX 351	NORTH FORK CA 93643
DAVIS INVESTMENT COMPANY		PO BOX 3535	CHATSWORTH CA 91313
DEBRA LYNETTE KROON		PO BOX 3552	OAKHURST CA 93644
STEPHEN C PLUMMER		PO BOX 357	BASS LAKE CA 93604
STEPHEN R & CYNTHIA L WELCH		PO BOX 361	BASS LAKE CA 93604
DONALD LEE WEAVER		PO BOX 364	BASS LAKE CA 93604
DENIS J HARDEN		PO BOX 365	BASS LAKE CA 93604
MICHAEL D TRAFTON		PO BOX 371	BASS LAKE CA 93604
JIM JOHN & MARY ANN SLEVCOVE		PO BOX 3788	LAGUNA HILLS CA 92654
ROBERT D & PEGGY L COOK		PO BOX 3795	PINEDALE CA 93650
RONALD & BELL KELLEY PAUL		PO BOX 3796	CLOVIS CA 93613
SCOTT L & DIANA L PERRY		PO BOX 3911	CLOVIS CA 93613
ROBERTA A TORRES		PO BOX 39503	DOWNEY CA 90239
GERALD THEODORE MELVIN		PO BOX 409	BASS LAKE CA 93604
JAY GILLESPIE		PO BOX 414	BASS LAKE CA 93604
JOSHUA P HAMLEY		PO BOX 421	BASS LAKE CA 93604
DONNA MARIE GOULD		PO BOX 423	BASS LAKE CA 93604
ROBERT M FIELDING		PO BOX 427	MANHATTAN BEACH CA 90267
NEVA B WHITE		PO BOX 430	BASS LAKE CA 93604
ROBERT G & HAZEL M SCHOLTES		PO BOX 433	BASS LAKE CA 93604
MICHEAL S & ZIEBARTH MARY ANN MUSCATO		PO BOX 434	BASS LAKE CA 93604
ALVIN MELVILLE & SUSAN JULIE PETER		PO BOX 437	BASS LAKE CA 93604
LAWRENCE W & LYDIA G GARGAN		PO BOX 44027	LEMON COVE CA 93244
DANIEL F & MARGARET A GRUEN		PO BOX 4439	PALOS VERDES PENN CA 90274
PAUL BARRETT DIETRICH		PO BOX 445	BASS LAKE CA 93604
DAVID & MICHELLE ALLREAD		PO BOX 452	OAKHURST CA 93644
DAVID W & KATHLEEN G POSEY		PO BOX 453	BASS LAKE CA 93604
DALE R & SUZANNE C COMER		PO BOX 464	BASS LAKE CA 93604
ACKROYD TRACY M		PO BOX 471	BASS LAKE CA 93604
DAVID L & BARBARA L DETMER		PO BOX 472	OAKHURST CA 93644
VICKI M BARRIOS		PO BOX 472	HANFORD CA 93232
JANET L & JOE L MARTINEZ		PO BOX 482	BASS LAKE CA 93604
JAY CLARK & JANCIE LUCILLE DUHN		PO BOX 488	BASS LAKE CA 93604
FRANCES JEANNE AIELLO		PO BOX 489	PLACERVILLE CA 95667
SUZANNE E LOWRY		PO BOX 490	BASS LAKE CA 93604
STANLEY & PHILLIPSON MARGARET HWANG		PO BOX 491	PEBBLE BEACH CA 93953
CHARLES M & FRANCES M FERRIS		PO BOX 4910	WEST HILLS CA 91308
CLYDE & PATRICIA JOHNSON		PO BOX 496	BASS LAKE CA 93604
ADVENTURE SUMMIT		PO BOX 498	BASS LAKE CA 93604
STANLEY J & WANDA J WHITSON		PO BOX 502	BASS LAKE CA 93604

JO PAULETTE MURRAY	PAUL ROBERT FREER ETAL	PO BOX 510	SELMA CA 93662
WILLIAM C CROSSLAND		PO BOX 51485	PACIFIC GROVE CA 93950
BLAINE & MISTY BURROW		PO BOX 516	BASS LAKE CA 93604
LUCIA M & JOHN M RAY	JOHN M RAY, CO-TRUSTEE	PO BOX 531	BASS LAKE CA 93604
WILLIAM S & CAROL J ATWOOD		PO BOX 540	BASS LAKE CA 93604
STEVEN SCOTT & KATHLEEN LEWIS TROTTA		PO BOX 542	ACTON CA 93510
MICHAEL E & CYNTHIA M COGGINS		PO BOX 544	BASS LAKE CA 93604
JAMES E MILLIGIN		PO BOX 547	BASS LAKE CA 93604
GASTON FAMILY TRUST ETAL		PO BOX 5489	VENTURA CA 93005
GARY D & BARBARA L WAER		PO BOX 551	SOLVANG CA 93463
RIDGELINE HONEOWNERS ASSOCIATION		PO BOX 5537	FRESNO CA 93755
SAMANTHA TOLES RODRIGUEZ		PO BOX 565	FRIANT CA 93626
PETER WARREN & HELEN K FERBRACHE		PO BOX 572	BASS LAKE CA 93604
HILLYARD ROBERT J & RUTH L CO TRUSTEE		PO BOX 574	BASS LAKE CA 93604
ROBYN M & JOSEPH R PEARSON		PO BOX 591	BASS LAKE CA 93604
DIANE O BRIEN		PO BOX 595	BASS LAKE CA 93604
DARRELL E & DENE VINCENT		PO BOX 6	FIREBAUGH CA 93622
KYU SUN & SUN WHA CHOE		PO BOX 60	BASS LAKE CA 93604
TODD J ADAMS		PO BOX 603	BASS LAKE CA 93604
ROBERT G CHAPMAN		PO BOX 614	BASS LAKE CA 93604
CURTIS & MARIA LORRAINE RYBACZYK		PO BOX 625	COARSEGOLD CA 93614
THOMAS DEAN & LAURA KIM VANDERDUSSEN		PO BOX 6325	VISALIA CA 93290
CARLOTTA J SHUPP		PO BOX 636	BASS LAKE CA 93604
DONNA M COLBERT		PO BOX 637	HUNTINGTON BEACH CA 92648
DENNIS M LANFRE		PO BOX 639	MANHATTAN BEACH CA 90267
BRIER NORTH SHORE DOCK ASSOCIATION		PO BOX 645	BASS LAKE CA 93604
BURGIS DUERKSEN		PO BOX 655	BASS LAKE CA 93604
ROBERT K & DEBBI A FEINSTEIN		PO BOX 6550	BIG BEAR LAKE CA 92315
G & R FIVE INC		PO BOX 661660	ARCADIA CA 91066
WILLIAM R LAROCK		PO BOX 666	BASS LAKE CA 93604
DAVID V & KAY J CARLILE		PO BOX 667	KNIGHTSEN CA 94548
FLORES FAMILY INV LLC		PO BOX 66707	SCOTTS VALLEY CA 95067
JAMES F & PEGGY D FOSTER		PO BOX 673	BASS LAKE CA 93604
RODNEY B & CAROL A BAUGHMAN		PO BOX 689	BASS LAKE CA 93604
TJERRILD & TJERRILD L P		PO BOX 69	FOWLER CA 93625
WILLIAM J TIMMINGS		PO BOX 707	BASS LAKE CA 93604
BRIAN J & LAUREL E STEWART		PO BOX 715	BASS LAKE CA 93604
DIANE MARIE BRANNON		PO BOX 718	OAKHURST CA 93644
HAROLD ROGER HAYES		PO BOX 727	BASS LAKE CA 93604
DAVID J MCINTOSH		PO BOX 774	OAKHURST CA 93644
PATRICK DANIEL CARPENTER		PO BOX 776	SOMIS CA 93066
PETER A PIERRE		PO BOX 776	OAKHURST CA 93644
GEORGE & DANA HOLLAND FARMS LLC		PO BOX 80	KERMAN CA 93630
CLINTON J & KIMBERLY SALLEE		PO BOX 800044	SANTA CLARITA CA 91380
POSITANO INV LLC		PO BOX 8010	LANCASTER CA 93539
MARTIN JOE & S LUJUANA BULL		PO BOX 806	BASS LAKE CA 93604
JOHN HERBERT TAIT		PO BOX 810	BASS LAKE CA 93604
LANE S GULLICKSON		PO BOX 83	BASS LAKE CA 93604
DONALDSON RON A & SHARYN CO TRUSTEE		PO BOX 8419	FRESNO CA 93747
SLIDE CREEK ESTATES HOMEOWNI C/O ARMSTRONG PROPERT		PO BOX 871	VISALIA CA 93279
HARRIET GONZALES		PO BOX 88	BASS LAKE CA 93604
TERRENCE J & LAURIE L FLANAGAN		PO BOX 88	OAKHURST CA 93644
SANDRA L BRINLEY		PO BOX 884	OAKHURST CA 93644
SIERRA VACATION HOME RENTALS LLC		PO BOX 892	OAKHURST CA 93644
BILL J & MICHELLE A EADS		PO BOX 893	COARSEGOLD CA 93614
DAVID B LANGLEY		PO BOX 91	BASS LAKE CA 93604
WILLIAM KENNETH & CHARLENE SECRET VOLNER		PO BOX 929	BASS LAKE CA 93604
EDWARD A & HELEN L SALAS		PO BOX 941270	SIMI VALLEY CA 93094
DENISE CUDD		PO BOX 95	BASS LAKE CA 93604

LAZZERINI FAMILY LTD PTP	PO BOX 9517	BAKERSFIELD CA 93389
PATRICK WOLCOTT	PO BOX 966	COARSEGOLD CA 93614
JASON KERLAN	PO BOX 975	FRESNO CA 93714
LAW OFFICES OF JASON M KERLANA	PO BOX 975	FRESNO CA 93714
TIMOTHY M & TAYA R L SCHOONOVER	PO BOX 98	BASS LAKE CA 93604
DEWEY ALLEN & ZONA RUTH STIDHAM	PO BOX 9869	FRESNO CA 93794
JASON & HEIDI WALLE	PO BOX 995	COARSEGOLD CA 93614
JIM JOHN & MARY ANN SLEVCOVE	PO BOZ 3788	LAGUNA HILLS CA 92654
DAVID R & KARLA J FLEMMING	1 DEER STALKER PATH	MONTEREY CA 93940
JUIN HWEY & SUSAN S CHEN	10 BLESSING	IRVINE CA 92612
ROBERT LEE WESSEL	10 CARNOUSTIE WAY	COTO DE CAZA CA 92679
ANNE V MYERS	1000 THIRD ST	TAFT CA 93268
NANCY JO SHOBE	1001 SYLMAR AVE #86	CLOVIS CA 93612
TIMOTHY WAYNE & JAMISON MARGARET A SNYDER	1006 ALOHA WAY	LADY LAKE FL 32159
GAIL A & JERRY M SAYLOR	1007 N VAN NESS	FRESNO CA 93728
LAWRENCE A DWOSKIN	1009 E MONTICELLO CIR	FRESNO CA 93720
JILL A & PATRICK T CORRIGAN	1010 CASS ST B4	MONTEREY CA 93940
BILL L & DELIGHT WILLIAMS	10106 SECRET ROSE ST	BAKERSFIELD CA 93311
ROBERTA PATTERSON	10122 CUTTY SARK DR	HUNTINGTON BEACH CA 92646
KATHERINE & LAURIE GELARDI	10153 CREBS AVE	NORTHRIDGE CA 91324
ROBERT & BARBARA HIRTENSTEINER	1020 VIA CIELITO	VENTURA CA 93003
REGINALD T & NANCY A GRZESKOWIAK	10251 FERNGLEN AVE	TUJUNGA CA 91042
SCOTT ELLIS ENTERPRISES	10300 HIGHWAY 41	MADERA CA 93638
GREGORY G & ANN M BRAUN	10315 EXSHAM DR	BAKERSFIELD CA 93311
JOSEPH H & DAWN C ALFORD	10333 VALLEY GLOW DR	SUNLAND CA 91040
STEPHEN L & ADELE C COOKUS	1044 AVENUE B	REDONDO BEACH CA 90277
ARNOLD & NANCY DURAZO	10456 BEVIS AVE	MISSION HILLS CA 91345
DEBORAH & RICHARD SLATER	1046 MT CARMEL DR	SAN JOSE CA 95120
IAN S & JANETTE L PATTIE	1047 N LOCAN AVE	CLOVIS CA 93619
AURORA D HILLS	10494 E GREENBURY WAY	CLOVIS CA 93619
ROBERT & MARCIA GARRETT	1051 MONTE VERDE DR	ARCADIA CA 91007
STEVEN D & DENISE M LALANNE	10585 E KAMM	SELMA CA 93662
CHARLES R & MARIAN E WYATT	1065 LANINI DR	HOLLISTER CA 95023
DENNIS L WEST	10670 CORDOVA RD	CUPERTINO CA 95014
JAMES ARNOLD & TERRIE PURGASON	10694 E WRENWOOD AVE	CLOVIS CA 93619
JOY MARIE DELUCCHI	107 ALTA DR	LA SELVA BEACH CA 95076
BETSY C KENNEDY	10710 WALNUT DR	SHADOW HILLS CA 91040
MICHAEL JOHN O CONNELL	10744 LINDBROOK DR	LOS ANGELES CA 90024
BAUDELIO AVELIO & TILLIE SERRANO	10749 ARTRUDE ST	SHADOW HILLS CA 91040
TOM TARPINIAN	10755 SHERMAN WAY 3	SUN VALLEY CA 91352
VICTOR & MIRA CRUZ	1076 E MANHATTAN AVE	FRESNO CA 93720
DONALD J & IWATA CYNTHIA L BENANTI	1081 BAKER CT	SUNNYVALE CA 94087
MICHAEL GAYLEN & DALYNNE HARMON	10857 E KINGFISHER CT	CLOVIS CA 93619
CAROLYN PIPES	109 E CENTRAL AVE	MADERA CA 93638
DONALD C & KAY NELSON	10902 RAMSGATE WAY	BAKERSFIELD CA 93311
EDWARD & JACQUELINE ANN SARKISIAN	1094 W STUART	FRESNO CA 93711
GENE E & REBECCA A KLIEWER	11003 E EGRETE PT	CLOVIS CA 93619
BRADFORD DONALD & BONNY JEAN APPLIN	1102 W PAUL AVE	FRESNO CA 93711
JESSY D & PHYLLIS A WALKER	11025 EL CAPITAN	MADERA CA 93638
JON & MARISE GOETZL	111 VICTORIA LN	APTOS CA 95003
THOMAS A & LINDA KAYE SCHUBE BETANCOURT CARLOS & AM	11109 LAVERHAM CT	BAKERSFIELD CA 93312
KAROLY A LEE	1112 E SANTA ANA	FRESNO CA 93704
JOSE A & MARY ODETTE NUNES	11132 WILSON RD	LOS BANOS CA 93635
THOMAS B & JOYCE C STILLMAN	11141 E CHILDS	LE GRAND CA 95333
BETTY G PAPAC	1116 W SCOTT	FRESNO CA 93711
ROD C & SANDRA M REYNOLDS	11185 E LAS POSAS DR	CAMARILLO CA 93012
JAMES A & DOROTHY E DEWAR	1120 EYE ST	BAKERSFIELD CA 93304
BLUE JAY RENTALS LLC	11235 KNOTT AVE B	CYPRESS CA 90630
SCOTT GAINER	11243 N KNOTTING HILL DR	FRESNO CA 93730
JOHN H NUNN		

DAVID E & JEANNETTE M HUFFMAN	11256 DENIVELLE PL	TUJUNGA CA 93301
NORMAN & PAMELA S KIZIRIAN	11261 N CHESTNUT AVE	CLOVIS CA 93619
MONTE DARWIN & LEONA CAROL PISTORES	113 N R ST	MADERA CA 93637
U S A	U S FOREST SERVICE NATION 1130 O ST	FRESNO CA 93721
DANIEL M & GWENDOLYN M WILCOX	11319 CHOCTAW DR	BAKERSFIELD CA 93308
JANET M STANOVICH	11333 MOORPARK ST #119	STUDIO CITY CA 91602
JOSEPH J & LISA K MARZULLO	11378 N CALMANTE WAY	FRESNO CA 93730
LYNN M GREENE	1150 SUNNYHILLS AVE	BREA CA 92821
LYNN CONNOR ROGERS	1152 W RIVERSTONE CIR	SAINT GEORGE UT 84790
THOMAS W & ROSE MARIE JOYCE	11529 RIDGEGATE DR	WHITTIER CA 90601
ROBERT J & DEBORAH L TJERRILD	1155 RIVER RD	SALINAS CA 93908
ROLAND MARTIN & JACOLYNE A MC MURRY	1155 N FLOYD	FRESNO CA 93722
RODNEY W & RHA E M TRUITT	11555 STONEBROOK DR	AUBURN CA 95603
JOLIE R AXT	11656 N VIA VENITZIA AVE	FRESNO CA 93730
WILLIAM M & PAMELA M ROEDER	1172 LENOR WAY	SAN JOSE CA 95128
ARVIND & KRISHNAKUMAR SHOBITHAVARDHINI MADHAVAN	1172 PUSATERI WAY	SAN JOSE CA 95121
TIMOTHY J & MELINDA C WERNER	1180 HILL RD	SANTA BARBARA CA 93108
STACEY SIROONIAN	11870 OLD FRIANT RD	FRESNO CA 93730
DANIEL J & THERESA M SINCLAIR	1189 SHERWOOD RD	SAN MARINO CA CA 91108
ANTHONY J DIAZ	1192 W SAN JOSE AVE	FRESNO CA 93711
MICHAEL S & SANDY WOLFF LEE	11953 REXBON RD	GRANADA HILLS CA 91344
DELBERT T & KIMBERLY A STAFFORD	120 ALAMO SPRINGS DR	ALAMO CA 94507
LAURIE LEATHERS RUSSELL	120 COUNTRY CLUB CT	GLENORA CA 91741
GARY A & BEVERLY J LEE	CALIFORNIA PROPERTY SER 1200 PRICE ST	PISMO BEACH CA 93449
ROSS E & JULIA A JORGENSEN	12006 NICHOLSON AVE	BAKERSFIELD CA 93312
NICKLUS & ANNA MARTELLA	12051 8TH AVE	HANFORD CA 93230
CHERYL L MCDERMOTT	121 CORDOVA WALK	LONG BEACH CA 90803
JERRY L & VIVIAN A DAMMEIER	1220 SPARKMAN AVE	CAMARILLO CA 93010
ROBERT E & MARGARET L BREED	12206 RED ROSE WAY	BAKERSFIELD CA 93312
CHIHARU & MICHELE P MALONEY	1221 LAWTON AVE	PACIFIC GROVE CA 93950
STEVEN RICHARD HRDLICKA	1221 VAN NESS 2ND FLR	FRESNO CA 93721
CHRISTOPHER L & LORENE M BLANKEN	1226 MUSCAT CT	SUNNYVALE CA 94087
NORTH SHORE ESTATES II OWNERS ASSOCIATION	12301 NE 10TH PL	BELLEVUE WA 98005
DENNIS & CAROL A BRYANT	12308 BERRIEDALE WAY	BAKERSFIELD CA 93312
JUDY L FAVINI	12320 ROAD 25 #1/2	MADERA CA 93637
BETTY LOU MONTANARI	1233 DE CESARI AVE	MADERA CA 93637
JULIE A RANDALL CHUTE	1235 FREMONT	CLOVIS CA 93612
KEVIN & MELISSA HASTINGS	12365 E CORTLAND AVE	SANGER CA 93657
ROBERT B & MARGARET A FROST	12390 W TELEGRAPH RD	SANTA PAULA CA 93060
SAM A & SHIRLEY ANN LAVORATO	1241 VIA PARAISO	SALINAS CA 93901
JOHN J TSANTES	1241 E PASEO DEL ZORRO	TUCSON AZ 85718
NICHOLAS E & PHYLLIS J DERUITER	1243 W FREMONT AVE	FRESNO CA 93711
RON WRIGHT	1244 E CARLYLE WAY	FRESNO CA 93730
MICHAEL LAIRD & HOAGLAND LINDA SUE DUNHAM	12455 CHIA LN	ATASCADERO CA 93422
LELAND & CAROL OLSON	1246 LA BREA DR	THOUSAND OAKS CA 91362
TIMOTHY S & BETTY L AHLBERG	125 REBECCA WAY	FOLSOM CA 95630
KELLY BRADFORD	12529 AMTONIO PL	SALINAS CA 93908
LOUIE & ARLENE SIMAS	12532 FLINT AVE	HANFORD CA 93230
MARK HAMILTON	C/O RUNNEALS ROBERT 12535 IRVWIN WAY	BOULDER CREEK CA 95006
ERIC R & CATHERINE A STEIN	1262 N GRANTLAND AVE	FRESNO CA 93723
RIDGELINE HOMEOWNERS ASSOCIATION	1275 W SHAW AVE #103	FRESNO CA 93711
STEVEN RODNEY & MARGARET LEE CARLSON	128 PIERCE AVE	SAN JOSE CA 95110
KATHRYN M MIKA	12801 HOLLAND PARK ST	BAKERSFIELD CA 93312
TED LEYGRAFF	1285 W EDMUNDSON AVE	MORGAN HILL CA 95037
DESIREE LUTZ	12909 W WHITESBRIDGE	KERMAN CA 93630
ERNEST R & MARJORIE A NOLTE	1296 N GRANTLAND	FRESNO CA 93722
ERNEST R & MARJORIE A NOLTE	1296 N GRANTLAND AVE	FRESNO CA 93723
CHARLES RONALD MERKEL	1303 KINGSBURY GRADE	GARDNERVILLE NV 89410
JUNE HALSTEAD	13080 PACIFIC PROMENADE #209	PLAYA VISTA CA 90094

DAVID LEMON		13116 CHEVERTON DR	LA MIRADA CA 90638
TIMOTHY F & BANSBACH-CASEY NANCY ANNE MARIE CASEY		13176 WESTPORT ST	MOORPARK CA 93021
GLENN W & EVELYN D NEWBRANDER		13271 ETHELSEE WAY	SANTA ANA CA 92705
ROLLING RIVER RANCH LP	C/O JAMES C JOHNSON	13308 PERRY CT	VISALIA CA 93292
JONATHAN J & KAREN L OLNEY		13314 PLUMAS WOOD LN	BAKERSFIELD CA 93314
JEAN SKINNER		13393 MARIPOSA RD #76	VICTORVILLE CA 92395
KATHY ANNE WOODWARD		13417 GLASGOW PL	HAWTHORNE CA 90250
CABIN FAMILY LTD PTP		1342 E CANTERWOOD CIR	SANDY UT 84093
LISA LEE ALBERTA	JACK S SR & JOYCE K PESTEL	1352 BRIXTON RD	PASADENA CA 91105
DELAO PROP LLC		1355 LOGAN AVE 8	COSTA MESA CA 92626
LARRY L & SALLY A HARRIS		13591 ANDALUSIA DR	SANTA ROSA VALLEY CA 93012
ELLIS M & BARBARA M DANIELS		13621 ACADEMY OAKS LN	CLOVIS CA 93619
ROBERT D & JEANNE W CROSS		1369 CRESTVIEW DR	OCEANSIDE CA 92056
HOG HEAVEN PROP LLC		1375 E GRAND AVE 103	ARROYO GRANDE CA 93420
CHARLES R & DENISE L CASEY		1377 MOSELLE CT	LIVERMORE CA 94550
STEWART G & CHERYL DIANNE DOOLITTLE		1378 STRAWBERRY HILL RD	THOUSAND OAKS CA 91360
ARTHUR J & KAREN G FREITAS		139 S PARK WAY	SANTA CRUZ CA 95062
RENE TAI		13933 CARNELL ST	WHITTIER CA 90605
TGP INV LLC		1398 W HERNDON #205	FRESNO CA 93711
SHELLEY & GARY BURSEY		14 VIA CERIONI	MADERA CA 93637
MERLENE MALONEY		14016 SAN LAZARO AVE	BAKERSFIELD CA 93314
JUSTIN GARLD & KATE NOEL UNRUH		14049 SANTA FE CT	BAKERSFIELD CA 93314
ANDREW F & TIA P PASHBY		1405 LAKEVIEW CT	SAN MARTIN CA 95046
DAVID M & MECHELLE L EPPLER		1405 REBECCHI ST	FIREBAUGH CA 93622
JOHN B & LISA M GLASER		14126 E BULLARD AVE	CLOVIS CA 93619
JOHN M & JUDY KAY JESSEN		14151 CASTLEROCK RD	SALINAS CA 93908
KENNETH L & MARY L EVANS		14175 AVE 344	VISALIA CA 93292
DOUGLASS L & SUSAN L REDICAN		1427 DORAL CT	SAN LUIS OBISPO CA 93401
SHAHLA & HAMID GHOLAMI		1433 CAMINO MELENO	SANTA BARBARA CA 93111
GAIL MOORE	GAIL MOORE	1435 N FOOTHILL RD	OJAI CA 93023
RICK G & DIANE M ELROD		14379 ROAD 24	MADERA CA 93637
KENNY R & ANNMARIE SHEPPARD		1445 ORIBIA RD	DEL MAR CA 92014
ROBERT W & LINDA L RAND		14465 KILLARNEY DR	MADERA CA 93638
MICHAEL J WAGNER		1449 SPINNAKER DR	VENTURA CA 93001
GARY R & DEBRA L COLEMAN		14494 W OLIVE AVE	KERMAN CA 93630
RONALD C & LAURA J JOHNSON		145 VIA LOS ALTOS	REDONDO BEACH CA 90277
ROBIN DAN GRIFFITH		14508 YELLOW LUPINE DR	BAKERSFIELD CA 93314
JOHN & SUZANNE ROZIER		1465 W ARCH ROCK ST	MERIDIAN ID 83646
VALERIE L WILLIAMSON		1469 CHERRY GARDEN LN	SAN JOSE CA 95125
KURT D & SAVANNAH M SANTORO		14766 ROAD 36	MADERA CA 93636
EMILY A PAULSEN		1483 8TH ST	LOS OSOS CA 93402
KEVIN C & SANDRA D JOHNSTON		14900 PADERO CT	BAKERSFIELD CA 93306
LANCE NORTH & PATRICIA LILES GIMBAL		15 BIG SUR WAY	PACIFICA CA 94044
DANIEL J & HEIDI M CARLINO		1500 DOVETAIL WAY	GILROY CA 95020
GERALD W & DIANE V RATHMANN		1501 E BLOSSOM	DOS PALOS CA 93620
STEVEN D & DEBORAH G BLEVENS		15100 KINGSBURG ST	MISSION HILLS CA 91345
STEVEN D BLEVENS		15100 KINGSBURY ST	MISSION HILLS CA 91345
PETER J & STACEY S GESSERT		152 CEDAR HEIGHTS DR	THOUSAND OAKS CA 91360
O & B PROP MANAGEMENT LLC		15239 LA SUBIDA DR	HACIENDA HEIGHTS CA 91745
ROBERT & SHANNON SIMS		15300 GLEN RIDGE DR	CHINO HILLS CA 91709
ROBERT W ROSENBAUM		1536 W DOVEWOOD LN	FRESNO CA 93711
RICHARD L & CAMILLE L FORNES		1544 E SCORPIO PL	CHANDLER AZ 85249
JOHN T & BEVERLY A OLIVER		15476 ARTESIAN SPRING RD	SAN DIEGO CA 92127
ROBERT S & FELICIA O GIBSON		1549 BRODIEA AVE	VENTURA CA 93001
ROMAN CATHOLIC BISHOP OF FRESNO		1550 N FRESNO ST	FRESNO CA 93703
CHRISTOPHER & MELISSA BRANSON		15500 ARABELLA AVE	BAKERSFIELD CA 93314
LUPE S & VERA ROMERO		1559 N WESTBROOK LN	CLOVIS CA 93619
DAVID FANSLER		1563 E DESERT ISLAND DR	FRESNO CA 93730
KENNETH G & GINGER L PEELMAN		15656 ORCHARD WAY	KERMAN CA 93630

ANN MARIE GRADY	1578 E LA QUINTA DR	FRESNO CA 93730
ROBERT A BURTNES	1580 ORAMAS RD	SANTA BARBARA CA 93103
JOSEPH T & JILL S OCONNELL	15814 TRADITION CT	BAKERSFIELD CA 93314
DAVID SUCC-TRUSTEE HAYNES	1588 SAN LUIS RD #6	WALNUT CREEK CA 94597
HAROLD A & SHIRLEY L BERG	1590 W ESCALON AVE	FRESNO CA 93711
FRANK & DONNA BRISENDINE MCDOWELL	160 SPINDRIFT RD	CARMEL CA 93923
USFS SIERRA NATIONAL FOREST	1600 TOLLHOUSE RD	CLOVIS CA 93611
TOM A & MARIAN RUTH AYERS	1600 VAN DORSTEN AVE	CORCORAN CA 93212
54988 WILLOW COVE LLC	1601 CARMEN DR #100	CAMARILLO CA 93010
TYLER B & MIRANDA E JOHNSON	1601 W 5TH ST	MADERA CA 93637
RONALD W & SAIN MEREDITH KATHLEEN K MEREDITH	16051 CIRCLE DIAMOND RD	SYLMAR CA 91342
ERIC L & LILIANA R POPPEN	161 MOSSWOOD CT	SANTA CRUZ CA 95060
JEFF & PEGGY MASTERSON	1615 HACKAMORE RD	OCEANSIDE CA 92057
JEFFREY T & ALLISON L MOUNT	1615 VIA ROJAS WAY	TEMPLETON CA 93465
STEVEN B ASBURY	JEFFREY P ASBURY TRUSTE	1615 S COUNTRY CLUB LN
ESQUIVEL FAMILY LIMITED PARTNERSHIP	16175 MONTEREY RD #8	FRESNO CA 93727
GREGORY W & KOLLEEN M VANCE	16220 SAINT LAWRENCE DR	MORGAN HILL CA 95037
PHILLIP F & RHYMES STRICKER TERRELYN STRICKER	1623 W ALLUVIAL	MORGAN HILL CA 95037
KEVIN LEE & JEAN PETERS	1625 HOWARD RD #316	FRESNO CA 93711
RONNIE E & ALICE M LOPES	1625 HOWARD RD #376	MADERA CA 93637
DAVID W & LINDA M MASSINGHAM	16269 E PLACID DR	MADERA CA 93637
ANTHONY J PASCO	1627 E RICHMOND AVE	WHITTIER CA 90604
SUSAN RYAN	16291 LA CANADA RD	FRESNO CA 93720
DORIS DYT	1635 LANDMARK WAY	MADERA CA 93636
BRETT J & CECELIA A DORIAN	1643 W STUART AVE	BEAUMONT CA 92223
RALPH VINCENT & DOROTHY LAVELLE MILLIKEN	165 AVENIDA DE PIEDRAS	FRESNO CA 93711
KENNETH & CAROLE EOFF	16545 OAK VIEW CIR	SEDONA AZ 86351
RANDALL C & JANICE D REITZ	1660 N DOWER	MORGAN HILL CA 95037
CURTIS A & VALERIE LEE HOLMES	1665 E MANNING	FRESNO CA 93723
BARBARA J LANCASTER	1678 KINGSPOINT DR	FRESNO CA 93725
FREDERICK ALLEN RICHBURG	1680 E HERNDON AVE	WALNUT CA 91789
ALAN C & KATHLEEN L OSGOOD	16822 HARKNESS CIR	FRESNO CA 93720
JOHN MICHAEL & JENNIFER COLLIER SCHERREI FAMILY TRUST	169 TRIANGLE ST	HUNTINGTON BEACH CA 92649
ALBERT E & BRENDA D BROWN	17029 PANADERO CT	THOUSAND OAKS CA 91360
DANIEL BRUCE & BARBARA ALLYN ENDRESEN	17047 ROSEBUD DR	BAKERSFIELD CA 93312
BREWSTER D & CAROL A CRAIG	17050 SE 57TH ST	YORBA LINDA CA 92886
PAMELA TAXE	1706 SHETLAND PL	BELLEVUE WA 98006
CLINTON C & MARY M JAMES	17135 CHOLLA AVE	WESTLAKE VILLAGE CA 91362
HENRY G & DUNDIE A SCHULTE	1715 STILL MEADOW RD	HESPERIA CA 92345
GEORGE C & PAMELA D HELMUTH	17249 W GETTYSBURG	SOLVANG CA 93463
SHERRILL M & PATRICIA I CAMPBELL	1726 BLOSSOM ST	KERMAN CA 93630
MICHAEL J & PAULA D DANNEKER	1732 LA PAZ RD	DOS PALOS CA 93620
LUIS F & MARY T LOURENCO	17366 AVENUE 18	ALTADENA CA 91001
GARY L & LINDA E COLBERT	175 HILL VIEW LN	MADERA CA 93637
CALVIN E & DIANE KAY CARTER	175 MANZANITA DR	COALINGA CA 93210
JON M & VALERIE A KELLER	1750 MUSCAT PL	SOLVANG CA 93463
JOSEPH E & RACHELE ANN PICKETT	1751 E BENVENUTI DR	HANFORD CA 93230
PATRICIA GOULD	17520 NAPA ST	FRESNO CA 93730
MARK E & RANETTA L BRON	17570 WATTS VALLEY RD	SHERWOOD FOREST CA 91325
DARREN R & MELISSA S WILLIAMS	1763 VIA LADERA	SANGER CA 93657
STEPHEN D OHARA	1763 E WALLINGTON LN	LA HABRA CA 90631
LARRY R & CARYN M TODD	17682 LA ENTRADA DR	FRESNO CA 93730
EDWARD DALE HARVEY	1781 NELSON WAY	YORBA LINDA CA 92686
MARY P BISHOP	1786 W DOVEWOOD LN	SAN JOSE CA 95124
STEPHANIE NORGDARD	1792 E TICONDEROGA DR	FRESNO CA 93711
EDMARDO JOSEPH & CINDY MAE TOMEI	1793 COMMONWEALTH ST	FRESNO CA 93720
FREDERICK L & JANET K COOK	1797 LACY RIDGE DR	PRESCOTT AZ 86301
JEFFREY WRIGHT FERTIG	1800 WHITLEY AVE #502	BELTON TX 76513
SEAN COLLIER EKLUND	1809 AVENIDA SALVADOR	LOS ANGELES CA 90028
		SAN CLEMENTE CA 92672

KENNETH & KAREN GEISZLER	182 DEL PRADO DR	CAMPBELL CA 95008
DANIEL J & VERONICA D WARD	1827 N HALIFAX	CLOVIS CA 93619
GREENLAW PINES INV LLC ETAL	18301 VON KARMAN AVE 250	IRVINE CA 92612
PATRICIA D PORRECA	1836 LOURDES CT	TRACY CA 95304
AUGUSTA PROP LP	1837 8TH ST	MANHATTAN BEACH CA 90266
DON R KING	184 SAN BENANCIO RD	SALINAS CA 93908
MARTY & NANCY FANUCCHI	1840 FAIRMONT AVE	CLOVIS CA 93611
KARL G & LORI A KREUTZIGER	18522 VILLA DR	VILLA PARK CA 92861
WALLACE & SHARRON VAHLSTROM	1855 PALMER DR	PLEASANTON CA 94588
MIKE ALEX GOZDIFF	1855 N HUMBOLDT	KERMAN CA 93630
SHARON D CLOUD	1860 CALLE LAGUNA	ARROYO GRANDE CA 93420
EDWARD & ELIZABETH ANNE NAGEL	1861 N LANGLEY AVE	CLOVIS CA 93619
SUSAN GLOECKLER	1866 WOLVERTON AVE	CAMARILLO CA 93010
EUGENE ALFRED & MARGARITA DICIAULA STONEMAN	1878 GRAY CT	GARDNERVILLE NV 89410
JOE D & PATRICIA F NUNNIKHOVEN	188 MONARCH BAY DR	DANA POINT CA 92629
SALLY CADENAZZI ROBERTS	18811 ROAD 27	MADERA CA 93638
ROBERT & NANCY CADENAZZI	18819 ROAD 28 #1/2	MADERA CA 93638
ALONSO JAMES & KATHERINE JEAN MORENO	190 SAN TROPEZ DR	HOLLISTER CA 95023
ROGER L & CHARLIENNE J HANKE	1902 S RENN	FRESNO CA 93727
RONALD DEAN SNOW	1907 7TH ST	WASCO CA 93280
ROBERT C ESTEP	19113 HUMMINGBIRD DR	PENN VALLEY CA 95946
MICHAEL J GAAL	19129 PALA MESA PL	NORTHRIDGE CA 91326
JAMES & JACQUELINE L AGAZARIAN	1916 N OXFORD	CLOVIS CA 93619
GEORGE A & MICHELLE PONDELLA	1919 BAYBERRY DR	GLENDALE CA 91208
YOSEMITE PARTNERS LP	1919 MCKINNEY AVE 100	DALLAS TX 75201
MATTHEW & YVETTE PAPPENHAUS DAVID & CAROLINE NAVARF	1920 MEMORIAL DR	HOLLISTER CA 95023
JOYCE WHITE HARWOOD	1921 NAPOLI DR	OXNARD CA 93035
BRADLEY M & VIRGINIA A MURRAY	19460 ROBLE CT	SARATOGA CA 95070
LOMBARDO & ESTHER V DURAZO	1956 N LEVEN AVE	CAMARILLO CA 93010
DONALD P & HEIDI A ALLISON	1968 ESSEX CT	REDLANDS CA 92373
BEVERLY BANKS	19913 BLACKHAWK ST	CHATSWORTH CA 91311
DOUGLAS & SVETLANA BANKS	20 DEER OAKS CT	PLEASANTON CA 94588
DANIEL J & SUSAN CARLINO	2000 VINCENT DR	GILROY CA 95020
GARY A WALTER	20085 BERRA WAY	SALINAS CA 93908
DARLA J HARREL	2010 W ALLUVIAL AVE	FRESNO CA 93711
COLLEEN B GREGG	2019 W BARSTOW	FRESNO CA 93711
MARK E & KIMBERLY J HARRIS	2022 E FALLBROOK AVE	FRESNO CA 93720
EDWARD SANCHEZ	2037 W BULLARD AVE #346	FRESNO CA 93711
ROBERT & TERRA BARRON	20390 VIA TARRAGONA	YORBA LINDA CA 92887
RONALD E STUMPF	2045 E ASHLAN #102	FRESNO CA 93726
MARVIN L MASON	205 ANGELL ST	BAKERSFIELD CA 93309
BETHEL KENNETH & ROSEMARY DORAN	2050 TAFT DR	ROCKLIN CA 95766
KENNETH D & JILL GIMELLI	206 4TH AVE	SANTA CRUZ CA 95062
PATSY DIANE GAROUPA	207 KENDALL LN	CAMBRIA CA 93428
MALCOM D & JUDY A POWERS	20886 GRANGEVILLE BLVD	LEMOORE CA 93245
MICHAEL R & BAUMAN KARLA L PROSPERI	20981 RUSCELLO LN	FRIANT CA 93626
MICHAEL L & SHERRY JO PARIS	21 CALLE ALUMBRADO	SAN CLEMENTE CA 92673
HENRY H & JOANN HINZE	21105 BROADWELL AVE	TORRANCE CA 90502
FRANKLIN & STEPHANIE POITRAS	2115 E COLE AVE	FRESNO CA 93720
PATRICIA S ANSPACH	212 EL CERRITO DR	BAKERSFIELD CA 93305
SCOTT & LISA VEST	2121 S EL CAJON	VISALIA CA 93277
WILLIAM E & CONNIE M HUNTER	2132 DWIGHT WAY	ATWATER CA 95301
MARK VINCENT & SUSAN BROZENEC FILEWICZ	214 WHISPERING SPRING LN	GEORGETOWN TX 78633
CVI 2 GROUP LLC	2141 TOULUMNE ST J	FRESNO CA 93721
EMMANUEL & AMETJIAN PAULA C VLZAKIS	2146 GREEN ACRES DR	VISALIA CA 93291
CHERYL CAMERON	2147 TULLY PL	CAMBRIA CA 93428
EDWARD A SUCC LANDRY	215 VIA SAN REMO	NEWPORT BEACH CA 92663
DAVID K & BARBARA L FREY	2150 EL MONTE DR	THOUSAND OAKS CA 91362
RUTH BRUEGGER	216 LA GROSS WAY	CHATSWORTH CA 91311

BILL S & LINDA ALMEIDA	21702 LADEENE AVE	TORRANCE CA 90503
WALSH S & TONI J CONMY	2173 EVERGLADE AVE	CLOVIS CA 93619
EILEEN RILEY HILL	2173 MANOR STATION WAY	MANTECA CA 95336
PHILIP EDWARD & BEVERLY ANN FLEMING	2175 FOREST VIEW	HILLSBOROUGH CA 94010
MARK JARVIS	2181 SAINT ANDREWS RD	HALF MOON BAY CA 94019
MARK JARVIS	2181 ST ANDREWS RD	HALF MOON BAY CA 94019
TY & LAURA M BEMIS	21821 WOODBURY DR	CUPERTINO CA 95014
STEPHEN T DOIG	21922 OCEAN AVE	TORRANCE CA 90503
GREGORY M CHAPPEL	2216 PADRE BLVD B288	SOUTH PADRE ISLAN TX 78586
CAROLE EDWARDS	2219 EMERALD CIR	MORRO BAY CA 93442
CAPITAL VISION INC	CARMELLA RENTON SUC TR 222 N GARDEN ST 400	VISALIA CA 93291
FRED LOUIS & DEBORAH JEANNE LAGOMARSINO	222 N GARDEN ST 400	VISALIA CA 93291
MORRIS J & ANJES FRANK	223 W INDIANAPOLIS	FRESNO CA 93705
PATRICK W & LAURA B MULLEN	2234 FLORA ST	SAN LUIS OBISPO CA 93401
JAMES D & CARLA M LUTTER	2235 E KELSO AVE	FRESNO CA 93720
STEVEN CHARLES & MARSHA ELAINE ROBINSON	2245 CARTER WAY	HANFORD CA 93230
RICHARD P & BARBARA J JOHNSON	2247 PASEO SAUCEDAL	CARLSBAD CA 92009
MICHAEL D & KATHRYN M TAYLOR	225 MOUNT HERMON RD #194	SCOTTS VALLEY CA 95066
JUDITH A MICHENER	2267 FALCON RIDGE LN	LOS OSOS CA 93402
ALFRED G & MARILYN G PETERS	2273 W DOVEWOOD LN	FRESNO CA 93711
JAMES A & KIMBERLEE C MUENZER	2276 CROSS ST	LA CANADA CA 91011
ROBERT A & MARJORIE F LINDSEY	2290 E ECLIPSE AVE	FRESNO CA 93720
THOMAS & DENISE CLARK	23007 ROAD 56	TULARE CA 93274
THOMAS D & DENISE E CLARK	23007 ROAD 56	TULARE CA 93274
GEORGE J & ROCHELLE J BRUEGGER	231 WAINSCOTT DR	MADISON AL 35757
CRAIG B SCHNEIDER	2310 E GETTYSBURG AVE	FRESNO CA 93726
WALTER G JENNINGS	23104 PARK SORRENTO	CALABASAS CA 91302
DORIS A LARSON	2325 PARKLAND TER	SAN LUIS OBISPO CA 93401
GERALDINE S MCCARTIN	2328 AVENIDA MAREJADA #24	SAN CLEMENTE CA 92673
BERT P & BARBARA B MARCUM	233 GRANDVIEW DR	REDLANDS CA 92373
VILEN MNATSAKANYAN	2345 JAYMA LN	LA CRESCENTA CA 91214
NEIL W & LISA M WILLARD	2349 BROOKHILL DR	CAMARILLO CA 93010
JEFFERY PATEY	23513 CHATFIELD WAY	VALENCIA CA 91354
JON R & CAROLE E H SMOOTH	2357 E MINARETS AVE	FRESNO CA 93720
CHRISTOPHER JOSEPH & KIMBERLY JO MENEZES	2358 N MOUNTAINSIDE DR	LOS BANOS CA 93635
RICHARD H & DIANNE ROGERS	23685 MARBLE QUARRY RD #44	COLUMBIA CA 95310
DONAT L DOLBEC	239 S HELBERTA AVE	REDONDO BEACH CA 90277
SUSAN KAY COOLEY	2393 NW 30TH ST	BOCA RATON FL 33431
DALE ZANOVICH	24 E ROBINSON ST	FRESNO CA 93704
MICHAEL E & LINDA M CARNEY	240 EL SERENO DR	SCOTTS VALLEY CA 95066
PETER CRAIG & MARY ELIZABETH PEDDIE	2400 CLUB DR	GILROY CA 95020
MARK PETER BOGDANOVICH	2405 N DOWER	FRESNO CA 93723
DYAN FITZSIMMONS CLANCY	241 MONTAIR DR	DANVILLE CA 94526
SHARON L & IAN A BURNETT	2410 E COPPER HILL WAY	FRESNO CA 93730
TERRENCE LEE & ROSEMARIE ROTH ROBINSON	24234 REYES ADOBE WAY	SANTA CLARITA CA 91354
LARRY L & TRISHA E SISK	2429 RALL AVE	CLOVIS CA 93611
MARTINEZ FAMILY TRUST	2430 DUTRA CT	MADERA CA 93637
CHRISTOPHER M & PATRICIA G MASTEN	2434 LANSFORD AVE	SAN JOSE CA 95125
JEAN M & JANET M ERASSARRET	2436 BEECH ST	BAKERSFIELD CA 93301
STEPHEN R & RITA A TWET	244 GOSHEN AVE	CLOVIS CA 93611
CYNTHIA ANN ROBBINS	2446 N HELIOTROPE DR	SANTA ANA CA 92706
SHANNON III LIMITED PARTNERSHIP	24478 ROAD 140	TULARE CA 93274
STEPHEN C & LACY PLUMMER	245 E DENISE	FRESNO CA 93720
EDWARD S & JOINE E CAMPION	24580 VEREDA DEL VALLE	SALINAS CA 93908
JENNIFER A & ROBERT S BALDOCCHI	2464 ADAIR ST	SAN MARINO CA 91108
JANET LYNN & HOLVE GREGORY H RIPPY	2464 GLENDOWER PL	LOS ANGELES CA 90027
VALERIE NEVO	248 RIDGE RD	PISMO BEACH CA 93449
BRADFORD A & MARY L CARL	24815 EASTFIELD PL	CARMEL CA 93923
MADISON & PAMELA J GARTMAN	2484 SIERRA MADRE AVE	CLOVIS CA 93611

PAUL H & MARION A NELSON	2497 RIDGEBROOK PL	THOUSAND OAKS CA 91362
MICHAEL K & JEANINE SCHMIDT	25171 PIZARRO	LAKE FORREST CA 92630
THOMAS JOSEPH & SUSAN CAROL BANKS	25172 GOLDEN MAPLE DR	SANTA CLARITA CA 91387
JOHN & CHERYL MCCUTCHEN	25184 SUMAC CT	CORONA CA 92883
ERIC J & THERESE R SHARMAN	2520 DUTCHESS CT	GILROY CA 95020
RANCHO VIEJO INVESTMENTS LP	25233 ANZA DR	VALENCIA CA 91355
LEO H & BETTY J CONNER	2531 W LAKE VAN NESS CIR	FRESNO CA 93711
JOSEPH T & CONSTANCE J CORSINITA	25325 KEATS LN	STEVENSON RANCH CA 91381
JON K ROBERTSON	2543 W 227TH ST	TORRANCE CA 90505
JON D HITCHEN	2550 APPALOOSA WAY	ARROYO GRANDE CA 93420
DANIEL R WHITAKER	2558 FAIRWAY DR	COSTA MESA CA 93627
JON S & MARDILAN L GEORGIO	25602 OAK MEADOW	STEVENSON RANCH CA 91381
MILTON R & JANET R SELF	2561 15TH ST	KINGSBURG CA 93631
GARY L & PATRICIA M KUMPE	2561 MADISON ST	CAMBRIA CA 93428
BAHNAM & FIROUZEH SHIRALIAN	2563 W LAKE VAN NESS	FRESNO CA 93711
FRANK WILLIAM & TRUDIEE ANN TROOST	25643 ESTORIL ST	VALENCIA CA 91355
RONALD EDWARD & CYNTHIA JOYCE DUKAT	2568 W 233RD ST	TORRANCE CA 90505
CORY R & JANE E HOLZER BOWERS	25715 LA ESTRELLA RD	WILDOMAR CA 92595
RONALD A & DEBRA A BAIN	2622 CENTRAL AVE #E	ALAMEDA CA 94501
SCOTT K & BRENDA S FORWARD	2625 HONOLULU AVE	MONTROSE CA 91020
ROBERT & JULI A MITCHELL	2626 W ALLUVIAL	FRESNO CA 93711
GERARD M & ROBIN L CASSINERIO	2638 E DEYOUNG DR	FRESNO CA 93720
LORRAINE A PAULEY	2641 PTARMIGAN DR #2	WALNUT CREEK CA 94595
BRIAN & SUZANNE HEFNER	26419 AVE 18 #1/2	MADERA CA 93638
MATTHEW R & JEAN PANZIERA	26495 TIERRA VISTA LN	SALINAS CA 93908
TERRY C & SHARON L SHANK	2661 INDIANAPOLIS AVE	CLOVIS CA 93611
NORMA J MC SWAIN	267 W BARSTOW AVE	FRESNO CA 93704
JAMES E & CANDACE A STANPHILL	2673 APPLGATE AVE	CLOVIS CA 93611
JAMES E & RITA F BOWLING	2713 QUINCY AVE	CLOVIS CA 93619
LESLIE ELIZABETH GOMES	2726 W BEECHWOOD AVE	FRESNO CA 93711
TAMMY L JONES	2727 W BLUFF #132	FRESNO CA 93711
STEVEN D & LORRAINE M ALLEN	2737 W BAYLOR AVE	ANAHEIM CA 92801
RONNIE D & JULIE A MILLER	275 N ABBY ST	FRESNO CA 93701
KIRK FAMILY CABIN LLC	G MITCHELL KIRK	2768 HAYLOFT CT
ROBERT ANDREW & CORLISS RAE HOLM		2776 CAPELLA WAY
MARVEL L DANIEL		27802 TORROBA
CURTIS & SAMANTHA SCHUH		2790 E QUINCY AVE
GARY K HOPPE		27917 SMYTH AVE
GEORGE N THOMPSON		27924 TAFT HWY
ROBERT K & JEANNE M SYVERTSEN		27930 WINDING WAY
GARY E MALETTE		28125 WINDY WAY
DEVIN GORDON & JULIE CHRISTINE DIRSTINE		2817 OTIS DR
SCOTT D & BEVERLY J LITTLEWORTH		28340 PINE MEADOW WAY
PENELOPE HORNE	VALENCIA MANAGEMENT IP	28358 CONSTELLATION RD #660
BASS LAKE INDUSTRIAL CONDOMINIUMS LLC		28358 CONSTELLATION RD 660
DEIRDRE R.A & GERALD D BISHEL		2861 EAGLE WAY
JAMES F & MARTHA L ROBINSON		2876 CHESTERFIELD DR
AUTUMN SKY LENCIONI		2876 MERLAN WAY
CHRISTOPHER V LIMLENGCO		2891 WAINWRIGHT AVE
CRAIG M & CAROL LYNN CAPIROTTI		2891 W CROMWELL AVE
JOSEPH L & DEBORAH DENISE DAVI		291 BUENA VISTA AVE
PAUL FRANK & MARIA C SINGER		29213 BEACHSIDE DR
SCHULTE ENTERPRISES INC		2927 DE LA VINA ST #C
GLENN M & SANDRA J SPITZER		29284 YOSEMITE SPRINGS PKWY
SHAWN M & HILARY A CAMPBELL		29497 RUNNING DEER WAY
FREDERICK & LYNN GERHARDT		29510 AVE 5 #1/2
KATHLEEN M BILL	BILL GERALD M & KATHLEEN	29600 ISLAND VIEW DR #300
ELAINE SHERMER		2962 W BROMPTON LN
JATINDER KAUR SINGH		2967 17TH AVE
		FRESNO CA 93711
		KINGSBURG CA 93631

VANCE J & KATHERINE L TALBOT	29794 KINGS CANYON CT	COARSEGOLD CA 93614
GEORGE W & LOUVINA M GRAVES	2980 W CANTERBURY CT	FRESNO CA 93711
KEVIN LEE & DIANE PATRICIA HERMAN	2985 AIRPORT DR	MADERA CA 93637
FRANCES PEACE WILLOUGHBY	30 CALLE DEL NORTE	SEDONA AZ 86336
PAHABASSLAKE LLC JEANI C DELAGARDELLE	30 HOWLAND HILL LN	BURLINGAME CA 94010
CHRISTOPHER J SUCC LEANDERS	30 INDIAN PIPE	DOVE CANYON CA 92679
KLS INV LLC	30 N GOULD ST R	SHERIDAN WY 82801
MARY JANE MONTGOMERY	3013 W BROMPTON LN	FRESNO CA 93711
DALTON HOMER & MICHELLE L DAHL	3014 E SAMPLE AVE	FRESNO CA 93710
GARY & EVELYN STANFILL	3015 21ST ST	BAKERSFIELD CA 93301
WISHON A & SYDNEY LYNNE EMORY	3015 W PEMBROOK LOOP	FRESNO CA 93711
MARIA N ESTRADA	3016 HAMPTON RD	PALMDALE CA 93551
DENNIS ADAM MEISNER	30166 AVENUE 11	MADERA CA 93636
MARY H DIRLAM	302 E HILLCREST AVE	FRESNO CA 93720
KAREN M ANDREW	3048 WOODLANDS CT	MADERA CA 93637
RICHARD K & DAWN E BIGGS	30481 HASLEY CANYON RD	CASTAIC CA 91384
RONALD LEE CHAPMAN	30507 OAKMONT WAY	HAYWARD CA 94544
STEPHEN A & SARA S KULJIS	30511 VIA VENTANA	SAN JUAN CAPISTRA CA 92675
ROBERTA A TORRES	307 E JEFFERSON BLVD	LOS ANGELES CA 90011
MATTHEW D & LAURA R POPE	30747 RUE DE LA PIERRE	RANCHO PALOS VERD CA 90257
RONALD LEE & ROXANNE HARVIN CLAASSEN	3075 N BETHEL AVE	SANGER CA 93657
JAMES E & MARDI TAUBERT	3077 FAIRMONT CT	MADERA CA 93637
SHAWN K & REBALYN I WOLFINGTON	309 ISBEL DR	SANTA CRUZ CA 95060
MARK & STEPHANIE LLOYD	31022 ROAD 222	NORTH FORK CA 93643
RICHARD & CYNTHIA TURNER ARONSON	31118 VILLAGE 31	CAMARILLO CA 93012
VICTORIA M MURRAY	312 E LAS FLORES WAY	SANTA MARIA CA 93454
WESTLAND SUMMIT LLC	3125 RIVERSIDE DR	BURBANK CA 91505
HAROLD B ROTHMAN	3129 THE STRAND	HERMOSA BEACH CA 90254
TIMOTHY ALLEN COLE	314 NEVADA ST	REDWOOD CITY CA 94062
ROD & WANDRA METTER	3151 E AVE	LANCASTER CA 93535
KURT & LOURDES CAPPELLUTI	3152 LOVE CT	MADERA CA 93637
HARVEY H & CHARLENE V PETITT	3160 AUGUSTA ST	CHOWCHILLA CA 93610
LESLIE A COZBY	3160 MENLO DR	GLENDALE CA 91208
MICHAEL L & COZBY SHAWN M BORNMAN	3160 MENLO DR	GLENDALE CA 91208
NORBERTO & PATRICIA A CANTU	3171 W SAMPLE	FRESNO CA 93711
WARAC LLC	318 PORTOLA DR	SAN MATEO CA 94403
DAVID B & PATRICIA L KRASKO	320 C ST	WEST SACRAMENTO CA 95605
ROBERT S & DOROTHY J MILLER	3201 VILLAGE 3	CAMARILLO CA 93012
WILLIAM O & ROSALEE MOSSMAN	32164 BEACHLAKE LN	WESTLAKE VILLAGE CA 91361
CARLSON MARK R J CO TR ETAL	3235 MEGAN AVE	CLOVIS CA 93611
ROBERT H & SHIRLEY J EMRICK	324 W AUDUBON DR	FRESNO CA 93711
ELISSA J & PARKS STEVEN C BROWN	32485 ROAD 228	NORTH FORK CA 93643
ALAN S & VICTORIA R BILLS	326 FERNESSE	PITTSBURG CA 94565
DENNIS & PATRICIA DYC-ONEAL	326 LEE ST	SANTA CRUZ CA 95060
ALAN HARSEN	3280 DULZURA DR	HACIENDA HEIGHTS CA 91745
STEPHEN R & DENISE A DOBRENZ JAMES & LOVELLA GRUBBS	3287 SUENO DR	SAN JOSE CA 95148
J & L RENTALS LLC	33 VIA CERIONI	MADERA CA 93637
GENE A VIERRA	33082 CHURCH ST	NORTH FORK CA 93643
RICHARD F & PATRICIA A RADENBAUGH	3310 VERDUGO RD	LOS ANGELES CA 90065
PANGARO W & LISA A ALLEN	332 CULPER CT	HERMOSA BEACH CA 90254
DORELLA HELLER	3320 HARBOR DR	ATWATER CA 95301
VERNER & LORENE WESTMAN	3334 E BEAR MT BLVD	BAKERSFIELD CA 93307
RICHARD & PATRICIA DYT	3334 N MOONEY BLVD	TULARE CA 93274
KENNETH S THURMAN	3341 CHEROKEE AVE	MERCED CA 95340
GEOFFREY H SIMS	3357 W FREMONT AVE	FRESNO CA 93711
EDWARD DALE HARVEY	3358 REGIS CT	SANTA CLARA CA 95051
MARK ROSEBROCK	3368 W 34TH ST	DENVER CO 80211
NS BASS LAKE LP	33681 CAPSTAN DR	DANA POINT CA 92629
MYLES P COMERFORD	33771 KILDARE LN	SAN JUAN CAPISTRA CA 92675

HAROLD W & HARRIET S SHEEHY	3392 SAN MARINO AVE	SAN JOSE CA 95127
HOANG T & NGO CHRISTINA H NGUYEN	3399 VICTORIA AVE	SANTA CLARA CA 95051
KENNETH ALLAN STANION	3401 BELLEVUE DR	MODESTO CA 95350
ST CLAIR M & ARLANA JOY FRANK	3401 WIBLE RD	BAKERSFIELD CA 93309
GLENN C & CYNTHIA S DAVIS	3409 JUNIPER RIDGE RD	BAKERSFIELD CA 93504
FLANAGAN & HATCH INV LLC EDWARD HATCH	34161 DEER SPRINGS LN	NORTH FORK CA 93643
ROBERT D & BARBARA M BISHEL	34310 AVENUE 10	MADERA CA 93636
GARY & KAREN EDMONDSON	3445 SAVANA RD	LE GRAND CA 95333
RICHARD J & PATRICIA J PRCHAL	3450 ALMOND TREE CT	SIMI VALLEY CA 93065
SCOTT K & BRENDA S FORWARD	35 BEACH DR	NEWPORT BEACH CA 92663
JOHN & KELLY CAMPOS	351 DANTES ROBLES RD	AROMAS CA 95004
BRYAN MITCHELL BEDROSIAN BEDROSIAN ARMEN HOVHA	351 N FORTH ST	FOWLER CA 93625
RESTI & DEBORAH ZABALLOS	3511 OLD BLACKHAWK RD	DANVILLE CA 94506
ROGER E & CECILE O BACHAR	3516 TRENTON LN	CLOVIS CA 93619
RICHARD N & VIRGINIA W PILEGARD	35220 SHADY OAK DR	WISHON CA 93669
JSNL INV LLC	35250 MACIEL AVE	MADERA CA 93636
GLORIA J ANDERSON	355 ALLIANCE WAY	SAN LUIS OBISPO CA 93405
ROBIN DENISE & ROBERT H TYLER	3556 ROXANNE AVE	LONG BEACH CA 90808
BRIAN NELSON	3567 PRINCETON AVE	SAN DIEGO CA 92117
CAROLE LEE & CURTIS LEELAND MOTT	35686 AVENUE 14	MADERA CA 93636
PATRICIO ANDRES & NANCY KAREN HERMOSILLA	35723 AVENUE 13 #1/2	MADERA CA 93636
STEVEN JAMES MILLER	3596 CABRILLO CT	MERCED CA 95348
DAVID & TAYLOR OLNEY	35972 TEAFORD POYAH	NORTH FORK CA 93643
PVBP INC JEREMY RICHTER	36022 TEAFORD POYAH	NORTH FORK CA 93643
RONALD D & DIANA L CLEMENTS	3607 W VINE AVE	VISALIA CA 93291
ROSS G & JULIE A BLACKBURN	3611 W BEECHWOOD #101	FRESNO CA 93711
RAZVAN & MICHELLE MATHIAS	3617 REINOSO CT	SAN JOSE CA 95136
DAGOBERTO G & CHRISTINA M BALCAZAR	3675 YERBA BUENA AVE	SAN JOSE CA 95121
MARVIN DONALD & LAURA RENE HORNE	3678 N MODOC	KERMAN CA 93630
ROSEMARY L DIAZ	368 DAHLIA ST	FAIRFIELD CA 94533
BRUCE M & DIANA L SIMURDA	3711 LAKE AVE	NEWPORT BEACH CA 92663
MILLHOLLIN DENNA ROGERS	3714 N VALENTINE	FRESNO CA 93722
MALCOLM TRUST ETAL	37506 ROAD 274	BASS LAKE CA 93604
EDWARD C & TAMERA J KERBER	3753 N BIOLA AVE	KERMAN CA 93630
MARK S & COHENOUR-FOSTER RUTH A FOSTER	37560 MARINA VIEW DR	BASS LAKE CA 93604
JASON H & FARIDA WILKS	37678 SHORELINE DR	BASS LAKE CA 93604
ILA J REIFKE	37685 SHORELINE DR	BASS LAKE CA 93604
MICHAEL T & CHARLINE A KNOTT	37688 SHORELINE DR	BASS LAKE CA 93604
KATHLEEN C WHITSON	37696 SHORELINE PL	BASS LAKE CA 93604
MICHAEL T & CHARLINE A KNOTT	37698 SHORELINE DR	BASS LAKE CA 93604
SCHWAB FAMILY TRUST 2013 LAWRENCE E & LEONA L SCI	37706 MARINA VIEW DR	BASS LAKE CA 93604
THERESA WILSON	37724 SHORELINE DR	BASS LAKE CA 93604
JOHN L & TENAYA M MOSER	37731 SHORELINE DR	BASS LAKE CA 93604
CHARLES G & VALERIE A MALES	37748 SHORELINE DR	BASS LAKE CA 93604
TRIBBLE MELANIE K CO TR ETAL	3781 TELEGRAPH RD	VENTURA CA 93003
DAVID R & ELAINE K CARROLL	37921 UPPER EMORY LN	WISHON CA 93669
MARY & RUNGE CHARLES STEVEN STEVENS-RUNGE	37987 UPPER EMORY LN	WISHON CA 93669
DONNIE JAMES & ANGEL SUE ANDERSON	38033 UPPER EMORY LN	WISHON CA 93669
DARDEN FAMILY CABIN PARTNERSHIP	3844 W ALLUVIAL	FRESNO CA 93711
JERRY H & DEBORAH H DALE	3851 W ALLUVIAL	FRESNO CA 93711
CHRISTOPHER & ELIZABETH A DESPOL	3853 SOLAR DR	LAKE HAVASU CITY AZ 86406
DARREN RAY & MELISSA SPENCER WILLIAMS	3866 PIN HIGH PL	YORBA LINDA CA 92886
BILLY E & JENNIFER G HARP	38800 FAWN POINT LN	BASS LAKE CA 93604
JOHN M HEYNE	38844 BUTTERCUP LN	OAKHURST CA 93644
VINCENT & DOLORES M LAGIOIA	38849 EDGE MONT DR	PALMDALE CA 93551
MICHAEL BRESCIONE	3886 CHESSA LN	CLOVIS CA 93619
DONALD A & KRISTI DEBERNARDI	38877 FAWN POINT LN	BASS LAKE CA 93604
RICHARD L & JANET A HEMPHILL	3889 VIA VERDE	THOUSAND OAKS CA 91360
GERALD E & JOANN E VALDIVIA	389 E LOYOLA	FRESNO CA 93720

THOMAS M & KATHERINE DAVIES	38945 LAKE POINT CT	BASS LAKE CA 93604
EDWARD HUGH & NINA JEAN MCGOWAN	38992 LAKE POINT CT	BASS LAKE CA 93604
WILLIAM BENGARD LLC	390 CARMELITA DR	MOUNTAIN VIEW CA 94040
JAMES & MARGARET ANN RILEY	390 W HAGLER AVE	FRESNO CA 93711
ROBERT J & DAGMAR A BOCCHI	3900 FAIRBREEZE CIR	WESTLAKE VILLAGE CA 91361
MARC E & CHARLOTTE E SCOTT	39058 ISLAND	BASS LAKE CA 93604
RICHARD E & SHELLEY M BALLARD	39146 LAKE DR	BASS LAKE CA 93604
ACRES GLENWOOD PARDUN O V	39147 SUMMIT RD	OAKHURST CA 93644
JAMES G & VALERIE Y FERRIS	3916 JIM BOWIE RD	AGOURA HILLS CA 91301
STEVEN M & KIMBERLEY A SANTOS	39215 SKYLINE DR	OAKHURST CA 93644
EDWIN LEON & VICTORIA ANN COBB	39275 MANZANITA DR	OAKHURST CA 93644
JONES DENNIS R & CYNTHIA G CO TRUSTEE	39283 WILLOW COVE LN	BASS LAKE CA 93604
JAMES MICHAEL SEARS	39291 MANZANITA DR	OAKHURST CA 93644
JAMES H & ELIZABETH J MATTHEWS	39300 MANZANITA DR	OAKHURST CA 93644
JONNIE D LAMPHERE	39340 MANZANITA DR	OAKHURST CA 93644
STEVEN V & PATRICIA J HUMMEL	39352 MANZANITA DR	OAKHURST CA 93644
JORDAN & WENDY OWEN	39364 CEDAR	BASS LAKE CA 93604
ELIZABETH M COLLIER	39366 MANZANITA DR	OAKHURST CA 93644
BRANDON H BROWN	39377 MANZANITA DR	OAKHURST CA 93644
ROBERT C JAY	39377 SUNCREST CT	OAKHURST CA 93644
ROSEMARY C RODDEN	39380 MANZANITA DR	OAKHURST CA 93644
CHRISTINE M & CHRISTOPHER L HENNINGFELD	39383 LEDGE	BASS LAKE CA 93604
JEFFREY RYAN & JAYMIE BRYCE KIRBY	39387 MANZANITA DR	OAKHURST CA 93644
JENNIFER L MCCALED	39391 ALDER	BASS LAKE CA 93604
JOHN L & VALERIE J RAMSEY	39394 MANZANITA DR	OAKHURST CA 93644
BERT L & KATHLEEN L DILL	39395 SUMMIT RD	OAKHURST CA 93644
MARK E AHRENS	39406 BEAVER LN	BASS LAKE CA 93604
STEVEN & MAUREEN LUCERO	39410 HIGHVIEW DR	OAKHURST CA 93644
DAMIAN HAN MIIN & DEBBIE EIHWAY LAY	39410 MANZANITA DR	OAKHURST CA 93644
AVIS LEIGH PARDUN	39417 SUMMIT RD	OAKHURST CA 93644
RANDAL R & SHARI M HEIMLICH	39436 MANZANITA DR	OAKHURST CA 93644
KEN W & JUDITH M MILLS	39440 BOULDER DR	OAKHURST CA 93644
MICHAEL V & DEBRA K BEIGHEY	39443 MANZANITA DR	OAKHURST CA 93644
DONALD M MANDY	39468 SUMMIT DR	OAKHURST CA 93644
BASS PLUS PROP LLC DARLA HARREL MANAGER	39482 HIGHWAY 33	AVENAL CA 93204
TODD M COSENTINO	39499 SUMMIT DR	OAKHURST CA 93644
KENNETH & ALISON CARD	39519 BRIER PL	BASS LAKE CA 93604
ANDREW F & TIFFANY S CHAVARRIA	39548 WHISPERING WAY	OAKHURST CA 93644
ANNE BRAUNSTEIN	3957 RIDGE ST	FAIR OAKS CA 95628
ROBERT MICHAEL & ENGLISH SCOTT ARTHUR MILNER	39620 DUCK	BASS LAKE CA 93604
SHEILA ELVIRA & DORE CRAIG LOUIS VALOROSE	3963 CANYON RD	LAFAYETTE CA 94549
PAULA A MEYER	39650 MALLARD	BASS LAKE CA 93604
ROBERT W CASTALETTO II	39664 E IDYLVILD	BASS LAKE CA 93604
JEFFREY K & SHIRLEY A BURKS	39666 PUMA	BASS LAKE CA 93604
CRAIG A GAST	39669 OAK RIDGE DR	OAKHURST CA 93644
MATTHEW & DEBORAH GRIFFIN	39712 DEER RIDGE DR	OAKHURST CA 93644
MCBEE FAMILY TRUST	39737 RD 274 #46	BASS LAKE CA 93604
HAROLD & BARBARA SCOGGINS	39737 RD 274 SPC #41	BASS LAKE CA 93604
BARBARA BELL	39737 ROAD 274 #10	BASS LAKE CA 93604
HARRY A & ELLA M WHITE	39737 ROAD 274 #34	BASS LAKE CA 93604
DARYL & HAZEL M GALLOWAY	39737 ROAD 274 #44	BASS LAKE CA 93604
JANICE MARIE KISSIG	39737 ROAD 274 #45	BASS LAKE CA 93604
ARLENE S KAPRIELIAN	39737 ROAD 274 #52	BASS LAKE CA 93604
VEDA GUTHERIE	39737 ROAD 274 #59	BASS LAKE CA 93604
GENE R & LINDA D HANCHETT	39737 ROAD 274 11	BASS LAKE CA 93604
LARRY & SUSAN KAPRIEIAN	39737 ROAD 274 12	BASS LAKE CA 93604
JENENE A JONES CHRISTIANSON MARILYN K	39737 ROAD 274 14	BASS LAKE CA 93604
ADRONA BLUNT	39737 ROAD 274 15	BASS LAKE CA 93604
RAYMOND W & ANNETTE M OSSENKOP	39737 ROAD 274 17	BASS LAKE CA 93604

PATRICIA STARK	39737 ROAD 274 18	BASS LAKE CA 93604
JAMES P & LINDA S ONEAL	39737 ROAD 274 2	BASS LAKE CA 93604
GARY D & LILLIAN T STETTEN	39737 ROAD 274 20	BASS LAKE CA 93604
BEVERLY M RUTHERFORD	39737 ROAD 274 21	BASS LAKE CA 93604
HOWARD R & ROGENE ABNEY	39737 ROAD 274 23	BASS LAKE CA 93604
CHUCK LUKES	39737 ROAD 274 24	BASS LAKE CA 93604
RALPH L & YVONNE COLEMAN	39737 ROAD 274 27	BASS LAKE CA 93604
DIXIE A VAN HORST	39737 ROAD 274 28	BASS LAKE CA 93604
JUDY A JAMES	39737 ROAD 274 29	BASS LAKE CA 93604
DARRELL DAVID & DIANNA LEWIS	39737 ROAD 274 3	BASS LAKE CA 93604
THE MICHELE R PERCH REV LVG TR	39737 ROAD 274 30	BASS LAKE CA 93604
MARY WINTERS	39737 ROAD 274 32	BASS LAKE CA 93604
HENRY & SHARON CERUTTI	39737 ROAD 274 33	BASS LAKE CA 93604
MARVIN L & ANGELA A BROWN	39737 ROAD 274 35	BASS LAKE CA 93604
MARK JT LANDREY	39737 ROAD 274 38	BASS LAKE CA 93604
STEPHEN KNIGHT	39737 ROAD 274 40	BASS LAKE CA 93604
CHARLES & ELIZABETH M LAVOIE	39737 ROAD 274 43	BASS LAKE CA 93604
THOMAS C RIDLEY	39737 ROAD 274 5	BASS LAKE CA 93604
PHILLIP & CAROLYN CARVER	39737 ROAD 274 50	BASS LAKE CA 93604
DARLENE MAHLERG	39737 ROAD 274 53	BASS LAKE CA 93604
MARGARET H POOL	39737 ROAD 274 54	BASS LAKE CA 93604
DRESDA D BASTIANI	39737 ROAD 274 57	BASS LAKE CA 93604
MARILYN KAY RODGERS	39737 ROAD 274 58	BASS LAKE CA 93604
NANCY WILLIAMS HOOPER	39737 ROAD 274 6	BASS LAKE CA 93604
THOMAS L JEFFRIES	39737 ROAD 274 61	BASS LAKE CA 93604
ROBERT CLAWSON	39737 ROAD 274 63	BASS LAKE CA 93604
MICHELE L MERTENS	39737 ROAD 274 7	BASS LAKE CA 93604
CENTER JAY T & GLORIA J	39737 ROAD 274 8	BASS LAKE CA 93604
GERALD THOMAS CLARK	39737 ROAD 274 9	BASS LAKE CA 93604
RICHARD WALTER	39737 ROAD 274 SP 26	BASS LAKE CA 93604
SUZANNE BRAVO	39737 ROAD 274 SP22	BASS LAKE CA 93604
DEON COSHOW	39737 ROAD 274 SP55	BASS LAKE CA 93604
DOROTHY DELORES CURCIO	39737 ROAD 274 SPC #16	BASS LAKE CA 93604
RONALD E & DIANE L DIKES	39737 ROAD 274 SPC #19	BASS LAKE CA 93604
DONALD WARREN & LIPINSKI BETTY JEAN LONG	39737 ROAD 274 SPC #36	BASS LAKE CA 93604
KURT R & JANICE D WHITLOW	39756 WISHING WELL DR	BASS LAKE CA 93604
STEVEN B & VICTORIA ENGLAND ARATA	39766 WISHING WELL DR	BASS LAKE CA 93604
RICHARD M KARRIGAN	39792 WISHING WELL DR	BASS LAKE CA 93604
NANCY S YOUNG	39815 WISHING WELL DR	BASS LAKE CA 93604
ALBERT & PEGGY MARTHA THOMAS	39818 GRANITE RIDGE LN	BASS LAKE CA 93604
DAVID J & JEANNEMARIE CARIS MCMANUS CARIS	39835 DEER RIDGE DR	OAKHURST CA 93644
DAVID J & JEANNEMARIE CARIS MCMANUS CARIS	39835 DEER RIDGE RD	OAKHURST CA 93644
CRAIG M & BRENDA L CHECKLENIS	39836 GRANITE RIDGE LN	BASS LAKE CA 93604
ROGER & STACIE MANSEAU	39842 CEDAR VISTA N CIR	BASS LAKE CA 93604
CHARLES W & BEVERLY J HUGGINS	39857 GRANITE RIDGE RD	BASS LAKE CA 93604
KEN A & SUSAN M ENGLE	39857 WISHING WELL DR	BASS LAKE CA 93604
STEVEN K HUMPHRY	39889 DEER RIDGE DR	OAKHURST CA 93644
DONNA L JONES	39962 BASS DR	BASS LAKE CA 93604
ERIC W & KELLY BURTON	4 MALLORN	ALISO VIEJO CA 92656
COYE R & PEGGY E RN BRUCE DDS	40 BUNKER HILL	IRVINE CA 92720
JOHN C & FRANCES JOYCE VAN ORNUM	40193 ROAD 222	BASS LAKE CA 93604
SCOTT & ASENJO WILHITE ADRIANNE MONIC WILHITE	402 KENT DR	MADERA CA 93637
SCOTT ERNEST & LORETTA MOREANE HASHIM	402 STARMOUNT CT	BAKERSFIELD CA 93309
CHERYL T HOSKINSON	40221 RD 222	BASS LAKE CA 93604
TONY A & CANDICE L VALLIN	40337 RD 222	BASS LAKE CA 93604
MATTHEW J & CYNTHIA D MUEHLENBECK	40349 ROAD 331	BASS LAKE CA 93604
WILLIAM JAY PETZOLT	40370 ROAD 222	BASS LAKE CA 93604
RONALD EDWARD SUCC WYLIE	40373 SANDIA CREEK DR	FALLBROOK CA 92028
NEIL & ANDREA CANNON	40376 ROAD 222	BASS LAKE CA 93604

MORT LASNIK	40444 ROAD 222	BASS LAKE CA 93604
DON J FBO POOL	40475 ROAD 331	BASS LAKE CA 93604
TERRY LEE & LYNN MARIE CEDERBLOM	40483 ROAD 222 #104	BASS LAKE CA 93604
RUSSELL DAVID & SONDRINE INEZ DUNCANSON	40487 HIGHWAY 41	OAKHURST CA 93644
WILLIAM R & KAREN L OWENS	405 JADE COVE WAY	SEAL BEACH CA 90740
DEAN SMITH	40507 ROAD 222 #101	BASS LAKE CA 93604
LAVETA SUE RIDENOUR	40511 SADDLEBACK RD	BASS LAKE CA 93604
LAURA LUCAS	40520 SADDLEBACK RD	BASS LAKE CA 93604
JED SCOTT & SHERYL ANN HELLER	40531 SADDLEBACK RD	BASS LAKE CA 93604
GEORGE R ALLEN	40541 SADDLEBACK RD	BASS LAKE CA 93604
MARVIN T & SYLVIA M BROWN	40545 SADDLEBACK RD	BASS LAKE CA 93604
TERRI LYNN PAPAGNI	40549 SADDLEBACK RD	BASS LAKE CA 93604
JAMES B FERGUSON	40555 SADDLEBACK RD	BASS LAKE CA 93604
PRISCILLA N MOORE	40590 SADDLEBACK RD	BASS LAKE CA 93604
PAUL F HARRIS	40596 ROAD 222	BASS LAKE CA 93604
PATSY RUTH DUGAN	40600 ROAD 222	BASS LAKE CA 93644
MARK A & HEATHER CONTI	40611 SADDLEBACK RD	BASS LAKE CA 93604
JULIE A FAUQUIER	40616 ROAD 222	BASS LAKE CA 93604
CHARLES W & DIANE E EMRICK	40624 SADDLEBACK RD	BASS LAKE CA 93604
DENNIS W & KRISTY L FOLEY	40626 ROAD 222	BASS LAKE CA 93604
ROBERT EDGAR CURRAN	40653 FOXBORO CT	BASS LAKE CA 93604
GEORGINA DANIELLE RODRIGUEZ	40654 FOXBORO CT	BASS LAKE CA 93604
BRIAN F MCGRATH	40670 FOXBORO CT	BASS LAKE CA 93604
THOMAS ADAM & GINDER VANESSA ELIZABETH DINKEL	40695 FOXBORO CT	BASS LAKE CA 93604
STEPHEN R & LINDA V WITTEMAN	407 AVENUE F	REDONDO BEACH CA 90277
STEVEN A JOHANSON	407 BARRY PL	PLACENTIA CA 92870
BRIAN L & CHERYL FULLER	40701 CALLE DE SUENOS	MURRIETA CA 92562
TIMOTHY D MANION	40724 FOXBORO CT	BASS LAKE CA 93604
JUNE GLYNN	40736 FOXBORO CT	BASS LAKE CA 93604
TONY F & MARY A CORREIA	408 N RANCH ST	VISALIA CA 93291
TIMOTHY T & KATHLEEN S CRUISE	409 ROCKCLIFF CT	ROSEVILLE CA 95747
JAMES S & ANNIE M HENDERSON-PILLING	40983 HODGES HILL DR	OAKHURST CA 93644
ROBERT MARK & ROBYN G HOLLAND	41087 HIGHWAY 41	OAKHURST CA 93644
DENNIS P & JOHNELI C WILT	4110 N SYCAMORE	KERMAN CA 93630
RICHARD H & NANCY L ROGERS	4130 COLBATH AVE	SHERMAN OAKS CA 91423
KEVIN MCCRACKEN	41305 ROAD 40	REEDLEY CA 93654
THOMAS R & JANICE BENNETT LEWIS	414 GALVIN CIR	VENTURA CA 93004
CYNTHIA A MYERS	41411 LITTLE CREEK RD	AHWAHNEE CA 93601
STEVEN M & JEANNE S BRICKER	41428 AVENUE 10 #1/2	MADERA CA 93638
STEPHEN HUDSON	41519 ERMA AVE	FREMONT CA 94539
JOHN D & CHRISTINA A BILBY	41850 DILLON PL	AHWAHNEE CA 93601
LEO E & SHEILA D MINER	41954 ROAD 600	AHWAHNEE CA 93601
MARILYN C HARRINGTON	420 S J ST	MADERA CA 93637
GREGORY J & LORI ANN ROBINSON	4246 N AVENIDA PRADO	THOUSAND OAKS CA 91360
RENEE CRIPPEN	425 S ROLINDA	FRESNO CA 93706
JON EDWARD & DONNA MAE MC MURTREY	4250 COUNTRY CLUB DR	BAKERSFIELD CA 93306
KYU SUN & SUN WHA CHOE	42558 LULNIU LN	AHWAHNEE CA 93601
JAMES B JONES	427 11TH ST	SANTA MONICA CA 90402
LESLIE C SEIBERT	42887 WHITTENBERG	OAKHURST CA 93644
ALIX FRAZER	43232 TROJAN LN	AHWAHNEE CA 93601
WESTERN PLAINS AG LLC	4324 E ASHLAN AVE	FRESNO CA 93604
PETER D & JACQUELINE J ANDERSON	433 PARK PL	KING CITY CA 93930
DUANE A CAMPBELL	4341 BEVERLY DR	SANTA MARIA CA 93455
NANCY ALEXANDER SIMPSON	435 MANZANITA AVE	VENTURA CA 93001
SHEILA K BREWSTER	443 CALLE DE CASTELLANA	REDONDO BEACH CA 90277
TERRI L VUKOVICH	4435 E FAIRMONT	FRESNO CA 93726
SHARON Y SMITH	444 W BEDFORD AVE	CLOVIS CA 93611
DALE H & SHARON A CARLSON	44488 HWY 49	AHWAHNEE CA 93601
ERICA DORFMEIER	445 W MENLO AVE	CLOVIS CA 93612

BRUCE & MARIE DEBEVOISE		4471 HOLLISTER AVE	GOLETA CA 93110
VICTOR W & LAURA L SHAY		45 MENLO PARK AVE	VENTURA CA 93004
FELIPE & KIMBERLY ANN MANCERA		450 LA BAREE DR	MORGAN HILL CA 95037
JAMES ALFRED & DEBERA KAY SPEAR		4545 W HACIENDA #101	LAS VEGAS NV 89118
DEBRA JUNE AQUINO		455 W BLUFF AVE	FRESNO CA 93711
SCOTT DAVID GOERLICH		456 W MESA	FRESNO CA 93704
ROGER COOK	JOHN ANDREW CULLINGTOI	4570 W OSWEGO	FRESNO CA 93722
CARL E & DENISE L BUSHMAN		45718 DILLON DR	AHWAHNEE CA 93601
FRANK J & SANDY E CIANO		4576 N GARFIELD	FRESNO CA 93723
DAVID M BEVACQUA		46 SUMMER ST	KENNEBUNK ME 4043
SAMUEL R & CATHY J WISE		4603 TALISMAN ST	TORRANCE CA 90503
ROBERT V & SUSAN S LYLE		4607 LAKEVIEW CANYON RD	WESTLAKE VILLAGE CA 91361
DAVID W & BARBARA K HEIN		4617 E CAMINO PIMERIA ALTA	TUCSON AZ 85718
EDWARD P & TARA JONES		4649 W DAKOTA AVE	FRESNO CA 93722
LAWRENCE L & LINDA R MATHENEY		4650 RICE CT	VENTURA CA 93003
EFREN & YOLANDA S VELASCO		46834 MORNING SKY TRL	COARSEGOLD CA 93614
NESTOR & MARTHA MANZANO		4685 N MAROA AVE	FRESNO CA 93704
WILLIAM D & ANNEMARIE J BAUER		4708 NW 129TH ST	VANCOUVER WA 98685
ROGER & CARALEA DUPZYK		4721 E HOME	FRESNO CA 93703
ALFRED K & JOANNE MOORE		474 W QUINCY	CLOVIS CA 93619
NIKOLA & ELIZABETH VUCUREVIC		4742 WENTWORTH CIR	HUNTINGTON BEACH CA 92649
MARC D SOBEL		47527 MIAMI HIGHLANDS DR	OAKHURST CA 93644
COLLEEN TOWNSEND EVANS		4776 ALBERTON CT #2701	NAPLES FL 34105
VICTOR M & BARBARA TANTON REID		480 AZALEA WAY	LOS ALTOS CA 94022
NICLAUS R & NEELEY R HATRIDGE		4800 PANORAMA DR	BAKERSFIELD CA 93306
JOSEPH L & JOYCE A BERENDSEN		4801 SUMMER TREE LN	BAKERSFIELD CA 93309
ALLEN C & DEBORAH KAYE STEPHENS		4853 WEST AVE	LANCASTER CA 93536
EAC FAMILY PROPERTIES		4871 KINGWOOD WAY	SAN JOSE CA 95124
JAHANGUIR M MOGHADDAM		488 E COLE	FRESNO CA 93720
CAL B & LAURA H WATKINS		49 W POWERS AVE	CLOVIS CA 93619
STANLEY D & LEIGH D JENSEN		490 SERENO PL	CAMARILLO CA 93010
DANIEL K WALKER		49329 GOLDEN OAK LOOP	OAKHURST CA 93644
DENETTE ZANINOVICH		49389 VENADO CT	COARSEGOLD CA 93614
ROGER A & JOYCE E STRUTHERS		495 LEIF LN	ARROYO GRANDE CA 93420
CAROLYN J DOWNS		4970 W SPRUCE AVE	FRESNO CA 93722
STEVEN G & CHERYL DAWN SANDERS		499 W BEDFORD 102	FRESNO CA 93711
DEWAYNE ZINKIN		5 RIVER PARK PL 203	FRESNO CA 93720
JEANNE WAGNER		500 EUCALYPTUS DR	EL SEGUNDO CA 90245
WILLIAM G COLLINS	JOYCE MOLLER	5002 PASEO DE PABLO	TORRANCE CA 90505
PATTERSON HOLDINGS LLC		5025 WIBLE RD	BAKERSFIELD CA 93313
BETTY G SWARTZ		50296 ROAD 426	OAKHURST CA 93644
KIM S MATHIS	PETER SKAFF	5039 MORRILL WAY	EL DORADO HILLS CA 95762
NANCY LYNN WHEELER		5060 CALIFORNIA AVE 800	BAKERSFIELD CA 93309
NANCY LYNN WHEELER & ROSENLIB JAY L SMITH		5060 CALIFORNIA AVE 800	BAKERSFIELD CA 93309
BENJAMIN C & LAUREL A K WRIGHT		50783 HILLSBOROUGH LN	OAKHURST CA 93644
LAWRENCE J & JUDITH ELOISE CAPSEL		50828 SMOKE TREE TRL	BASS LAKE CA 93604
THOMAS M & SUE MANSFIELD SIMPSON		50836 SMOKE TREE TRL	BASS LAKE CA 93604
ART ARREOLA		50842 SMOKE TREE TRL	BASS LAKE CA 93604
BRANDON JAMES & JESSICA LUCILLE STEELE		50848 SMOKE TREE TRL	BASS LAKE CA 93604
RUSSELL E & MADELON GEARHART		50988 ROAD 426	OAKHURST CA 93644
RUSSELL E & MADELON M GEARHART		50988 ROAD 426	OAKHURST CA 93644
WILLIAM M & CORINNE HALLER		5105 OLD RANCH RD	LA VERNE CA 91750
ALAN GREGORY & TERESA CAMPAGNA BRYANT		51291 BUCKSKIN LN	OAKHURST CA 93644
JULIE A MUMMA		513 DRAGON GATE CT	HENDERSON NV 89012
DANIEL M TRASK		513 MAREK DR	MONTEBELLO CA 90640
BERNIE & KIRSTEN RIPHENBURG		513 SEVENTH AVE	PACIFIC GROVE CA 93950
CAROL DEANNA EVANS		5132 N PALM AVE #215	FRESNO CA 93704
ERIC MICHAEL & TRACI LEE WOLTERS		51484 LITTLE LAKE RD	OAKHURST CA 93644
MALUM RIDGE LLC	TAMARA L GRIMMOND	517 KANSAS ST	EL SEGUNDO CA 90245

ROBERT A MIGLIN	5172 COLLETT AVE	ENCINO CA 91436
JAMES E & RUTH G GRAF	5185 MARIPOSA PL	CAMARILLO CA 93012
LINDA JEAN FOX	MEREDITH STEVEN LAWREN 520 DIANA PL	ARROYO GRANDE CA 93420
MELISSA SAUNDERS	52022 SUNCREST DR	OAKHURST CA 93644
STANLEY A & CAROLYN R BALL	521 CHASE ST	SONOMA CA 95476
MELISSA D WISE	52137 ROAD 426	OAKHURST CA 93644
DOUGLAS F SISK	52141 ROAD 426	OAKHURST CA 93644
ELDON LYLE & JANIS KAY DALE	52171 ECHO VALLEY VIEW CT	OAKHURST CA 93644
DARA & DANE BALDWIN	52183 ROAD 426	OAKHURST CA 93644
WAYNE MARTIN & SUSAN MARIE VOS	5220 STONEHAVEN DR	YORBA LINDA CA 92687
FRANCES KATHERINE RADOICICH	5222 RD 29	MADERA CA 93637
GREG L & KAREN M WILLIAMS	52240 ROAD 426	OAKHURST CA 93644
KURTIS FOSTER	52257 ECHO VALLEY VIEW CT	OAKHURST CA 93644
JAMES ARTHUR & JULIE ANN KISSEE	52274 ROAD 426	OAKHURST CA 93644
PETER R & AOKI ARLENE A LEINAU	52290 ROAD 426	OAKHURST CA 93644
HENRY RODRIGUEZ	52367 ROAD 426	OAKHURST CA 93644
DAVID E GASTON	52461 SUNCREST DR	OAKHURST CA 93644
LINDA ANN ALDERMAN	525 DREXEL DR	SANTA BARBARA CA 93103
DE GROOT & SONS JOHN	5250 W JEFFERSON	FRESNO CA 93706
JOHN ELIJAH & KIMBERLY GAYLE SMITH	52561 ROAD 426	OAKHURST CA 93644
CLAUDE E & PEGGY M PARKER	5260 N PACIFIC AVE	FRESNO CA 93711
MARINO COLUCCI	52623 ROAD 426	OAKHURST CA 93644
MICHAEL B & JANIS A MCDONALD	5268 N LEONARD AVE	CLOVIS CA 93619
ELMER G ESTEP	527 W SCOTT AVE	CLOVIS CA 93612
SUSAN E & MICHAEL R MELLANA	52794 BALSAM DR	OAKHURST CA 93644
JODY L & MONICA G JEFFERS	52820 CEDAR DR	OAKHURST CA 93644
RICHARD CARL & SIMPSON CINDI JO TURNER	52842 CEDAR DR	OAKHURST CA 93644
JAMES H LUTHER	52862 CEDAR DR	OAKHURST CA 93644
TODD D & KAREN E SENSENBACH	52868 BALSAM DR	OAKHURST CA 93644
JOHNNY F & LAURA E LINGO	52873 PINE DR	OAKHURST CA 93644
KAREN KAY BOWEN	52892 ROAD 426	OAKHURST CA 93644
DAVE R DE BOCK	52899 CEDAR DR	OAKHURST CA 93644
JOSE M & TERI DE LA TORRE	52905 BALSAM DR	OAKHURST CA 93644
STEVEN & KIM ELLIS	52920 ROAD 426	OAKHURST CA 93644
LYNDA F BERLIN	52931 PINE DR	OAKHURST CA 93644
FRANK ROBERT & JENNIE IRENE MARTIN	52936 PINE CT	OAKHURST CA 93644
DONALD C LOUNSBURY	52937 CHAPPARALL DR	OAKHURST CA 93644
ROBERT DALE & DIANE MARIE WHEELER	52946 ROAD 426	OAKHURST CA 93644
RICHARD H & CANDACE HOFFMAN	52956 PINE DR	OAKHURST CA 93644
AMARINA E WUENSCHEL	52966 CHAPPARAL DR	OAKHURST CA 93644
LINDA L CHAPPELL	52971 CHAPPARAL DR	OAKHURST CA 93644
JON HOWARD & JUDITH WADE CUNNINGHAM	52976 PINE DR	OAKHURST CA 93644
LORETTA THOMAS	52992 ROAD 426	OAKHURST CA 93644
PAIGE K BYASSEE BUCKLEY	5300 COGNAC CT	RENO NV 89511
STEPHEN & JUDITH A MILLER	53032 MEADOW RANCH RD	NORTH FORK CA 93643
RANDAL L ELLIS	5310 PLAY DOE LN	PASO ROBLES CA 93446
ROSALIE K JORGENSEN	5318 N COLONIAL #102	FRESNO CA 93704
BAKER/WHITECOTTON HEIDI DIANNE	53198 ROAD 419	OAKHURST CA 93644
JOHN ARTHUR & NATALIE MARIE GAILEY	532 N FAIRWAY ST	VISALIA CA 93291
JOEY S & MELISSA A PETRUSHKIN	53204 ROAD 419	OAKHURST CA 93644
JUSTIN BRIAN & TARA TERESE LOWRY	53212 ROAD 419	OAKHURST CA 93644
BENJAMIN TIMOTHY SYLVESTER	53220 ROAD 419	OAKHURST CA 93644
RAY & CARLA GRIESNER	53271 ROAD 432	BASS LAKE CA 93604
ISAAC E AVED	AVED MARK K 53275 ROAD 432	BASS LAKE CA 93604
CHARLES DOUGLAS & BARBARA LOU BOOMER	53312 ROAD 419	OAKHURST CA 93644
JAY WILLIAM & KANDACE DANIELLE DENTON	53313 ROAD 432	BASS LAKE CA 93604
DANNY C & KATHLENE ANN BURROW	53316 ROAD 419	OAKHURST CA 93644
SCOTT E & KELLY A ANDERSON	5332 LUDLOW AVE	GARDEN GROVE CA 92845
ERIC & KELLIE SOLOMON	53328 ROAD 419	OAKHURST CA 93644

ROBERT A & JOANN SZYMKOWIAK	53384 ROAD 419	OAKHURST CA 93644
KORY TODD MCINTIRE NAUMCHEFF TERESA NICOL	53396 ROAD 419	OAKHURST CA 93644
JEFFREY M & SHARON BARKER	53430 ROAD 419	OAKHURST CA 93644
CAROL ELAINE DAVIDSON	53434 ROAD 419	OAKHURST CA 93644
STEVEN W & DONNA L COBB	53437 ROAD 419	OAKHURST CA 93644
NITA F KIEHLMEIER	53489 N SHORE DR	BASS LAKE CA 93604
BRIAN J & KIMBERLY D WINCKLER	53654 ROAD 432	BASS LAKE CA 93604
THOMAS & IVONNE KNOWLES	53669 ROAD 432	BASS LAKE CA 93604
TERESA L ROGERS	53677 ACORN RD	BASS LAKE CA 93604
MAREKA G LODGE	53690 ROAD 432	BASS LAKE CA 93604
GERAMY T & MICHELLE D MICHAUD	5370 CALLE SONORA	YORBA LINDA CA 92887
DOUGLAS ALLEN & SANDRA JOY FLOOD	53788 DOGWOOD CREEK DR	BASS LAKE CA 93604
BRUCE & JENNIE ALAMEIDA	53793 DOGWOOD CREEK DR	BASS LAKE CA 93604
DINA M GASKINS	538 CALLE CONVERSE	CAMARILLO CA 93010
WORKMAN J & GAIL E DAVID	53817 DOGWOOD CREEK DR	BASS LAKE CA 93604
BETH E & WOOD CARVER	53822 DOGWOOD CREEK DR	BASS LAKE CA 93604
KENNETH F & LINDA D DOIG	53838 DOGWOOD CREEK DR	BASS LAKE CA 93604
RON L & JANE P WOOD	53851 DOGWOOD CREEK DR	BASS LAKE CA 93604
CYNTHIA ANN GOTTLIEB	53895 DOGWOOD CREEK DR	BASS LAKE CA 93604
ANDREW S & PATRICIA A YUDIN	53903 CREEKSIDE LN	BASS LAKE CA 93604
GARDNER A & DORIS L MURRAY	53919 ROAD 432	BASS LAKE CA 93604
MURRAY GARDNER A & DORIS L CO TRUSTEE	53919 N SHORE RD	BASS LAKE CA 93604
RAYMOND JOSEPH GIUDICI	53930 CREEKSIDE LN	BASS LAKE CA 93604
SHEILA J MEYERS	53942 DOGWOOD CREEK DR	BASS LAKE CA 93604
LARRY L & DIANE E MACE	5410 VIA MARIA	YORBA LINDA CA 92886
TODD & GARCIA YVONNE ORSINI	5421 MARICOPA DR	SIMI VALLEY CA 93063
NEWLON TRAVIS WAYNE	5434 WILLOWCREST AVE #3	NORTH HOLLYWOOD CA 91601
ROBERT C & DIAMOND F HUNTER	5455 BRUCE DR	PLEASANTON CA 94588
ELIZABETH B FLOURNOY	548 N DARLINGTON ST	ROSEMEAD CA 91770
GEORGE & MICHELLE PONDELLA	54813 WILLOW COVE	BASS LAKE CA 93604
LANE & PAULA RONNOW	55 E 700 SOUTH #46	ST GEORGE UT 84770
RALPH DURAZO	5505 BUTTERFIELD ST	CAMARILLO CA 93012
JAMES STEWART	5522 DOLLAR DR	HUNTINGTON BEACH CA 92647
WILLIAM G & KATHLEEN N HAWKINS	5546 W 5TH ST #54	OXNARD CA 93035
SHARON RAE BLESS	55499 LAKE POINT DR	BASS LAKE CA 93604
THOMAS C & MARSHA J PHEBUS	555 E SHEPHERD AVE	FRESNO CA 93720
MARK JOHN TOMEI	5555 BRUCE DR	PLEASANTON CA 94588
DANIEL J MUELLER	5563 E COLE AVE	CLOVIS CA 93619
JAMES ALDREDGE	5588 N EL ADOBE DR	FRESNO CA 93711
PHILIP P & SUANNE G TEWS	559 W LINCOLN	FRESNO CA 93706
TERESA E & ROBERT G JOHNSON	560 S 14TH	SAN JOSE CA 95112
DAVID P & NIKKI A DONALDSON	5604 W RIVERBOTTOM AVE	FRESNO CA 93722
RONALD D & JEANETTE L STELLER	561 INGER DR	SANTA MARIA CA 93454
KELLEY ROBERT C & MARILYN U CO TRUSTEE	5629 N EL ADOBE DR	FRESNO CA 93711
MICHAEL EUGENE & MONICA ANN HENSLEY	56350 MARINA VIEW PL	BASS LAKE CA 93604
THOMAS LLOYD & CINDY SUE JAMES	56359 MARINA VIEW PL	BASS LAKE CA 93604
BRIAN J & MERCURIO-CUTLER LENA CUTLER	56380 MARINA VIEW WAY	BASS LAKE CA 93604
RANDALL J & LORRAINE S PALERMO	56393 MARINA VIEW WAY	BASS LAKE CA 93604
PAUL W & SIRKKA L MANNING	5644 SUNNYSLOPE AVE	VALLEY GLEN CA 91401
RODNEY IWATA	5654 ARMITOS AVE	GOLETA CA 93117
RICKEY & RONA S IIDA	5675 W CLINTON AVE	FRESNO CA 93722
JO ANN SCARBROUGH	5706 E ALTA AVE	FRESNO CA 93727
EDWARD L & SANDRA L CAMPOS	5710 E SILAXO RD	CLOVIS CA 93619
U S BANK NATL ASSN TRUSTEE OCWEN LOAN SVCG	5720 PREMIER PK DR	WEST PALM BEACH FL 33407
MOMTAZ M NATAFJE	5723 N 5TH ST	FRESNO CA 93710
CRAIG A & SUSAN L ATTKISSON	574 GOSHEN	CLOVIS CA 93611
O CONNOR DANIEL J & IRENE G CO TRUSTEE	575 BRAEMAR RANCH LN	SANTA BARBARA CA 93109
ERNEST E & HELEN L GILBERT	575 JULIA CIR	HANFORD CA 93230
COURTNEY L FORSYTHE	5791 SILVA RD	MARIPOSA CA 95338

WILLIAM J CRONIN	58 CARLTON DR	DEL REY OAKS CA 93940
BRIAN K & GWENDOLYN E SALBER	5804 W ELOWIN DR	VISALIA CA 93291
TONY J & SALLY J PASSMORE	5820 N DEWOLF AVE	CLOVIS CA 93611
ZAREK & KRISTIN M DIETZ	5823 VESPER AVE	VAN NUYS CA 91411
KRISTIN E AMORINO	5874 E DWIGHT WAY	FRESNO CA 93727
TERRY W & ZETTA J GRAHAM	5902 E PROVINCE AVE	CLOVIS CA 93611
LINDSAY K & LESA A MANN	5928 W LISENDRA DR	VISALIA CA 93277
VICTOR F & JANICE E OLANO	5947 PRESIDIO CT	ATWATER CA 95301
CURTIS W THOMPSON	598 N FIR WAY	PORTERVILLE CA 93257
WILBUR H & CHRISTINA A SMITH	6 INVERNESS LN	NEWPORT BEACH CA 92660
RAYMOND & CINDE BRYANT LOPEZ	60 W BEDFORD AVE	CLOVIS CA 93611
MARGARET L HERVO	6007 W FEEMSTER CT	VISALIA CA 93277
JOHN EDWARD GREALISH	6045 ROSEDALE HWY	BAKERSFIELD CA 93308
ROBERT A & KATHY M BIBB	6046 W BLUFF AVE	FRESNO CA 93722
ANTOINE A & TAMMY HANNA	6068 COBBLESTONE DR	VENTURA CA 93003
SERGIO F & CARMEN GILDA MOLINA	608 KNOB HILL AVE	REDONDO BEACH CA 90277
CHAD M & DENISE N GREGERSON	6094 E LYELL AVE	FRESNO CA 93727
BRIAN C & CYNTHIA JAN HANSEN HANSEN FARMS	6128 GARFIELD AVE	FRESNO CA 93723
NICHOLAS & SHAPPELL GREGORY LEOPOLD	6131 ORANGE ST #201	LOS ANGELES CA 90048
SYDNEY L ERICKSON	6141 COUNTRY CLUB PKWY	SAN JOSE CA 95138
HARRY A HANSEN	6150 N GARFIELD AVE	FRESNO CA 93723
PAUL & NANCY E BIBER	6171 MAR VISTA DR	HUNTINGTON BEACH CA 92647
STEPHEN J & BRENDA N KANE	6196 N MONTANA AVE	CLOVIS CA 93619
KENNETH E & DEE E RHODES	6232 RIDGETOP TERRACE	BAKERSFIELD CA 93306
JAMES M & RUTH ELAINE ALSUP	6250 LAKE SHORE DR	SAN DIEGO CA 92119
LARRY S & SHELLY R ROMPAL	6263 N DOWER	FRESNO CA 93723
LARRY S & SHELLY R ROMPAL	6263 N DOWER AVE	FRESNO CA 93723
WORLDMARK THE CLUB	6277 SEA HARBOR DR	ORLANDO FL 32821
JANELLE R PINNECKER	6278 N SONORA LN	FRESNO CA 93722
JAMES CURTIS & LINDA BERNICE STAPP	632 E TEAL CIR	FRESNO CA 93730
RAMONA R CHEEK	6323 N 8TH ST	FRESNO CA 93710
DAVID F & LAURA H HETZEL	6336 N DEL LOMA AVE	SAN GABRIEL CA 91775
KENNY R SHEPPARD	634 STEVENS AVE	SOLANA BEACH CA 92705
RICHARD L & MARY KAY BOROUGH	641 E PINTAIL CIR	FRESNO CA 93720
ROBERT & RENEE GILLAM	6434 N CORNELIA AVE	FRESNO CA 93722
LINDA S LEE	6454 N BLOSSER	FRESNO CA 93711
LAWRENCE SCHWABENLAND	646 E SUSSEX WAY	FRESNO CA 93704
PAUL V & CYNTHIA KOZOVICH	6462 VASSAR CIR	MOORPARK CA 93021
BASS INVESTMENTS LLC STEVEN P FLANNERY	6474 CRANBERRY CT	NIWOT CO 80503
RAYMOND H & PATRICIA E DUKAT	648 CRESTWOOD PL	ESCONDIDO CA 92026
DENNIS M & JEANNIE H MORGAN CORPORATE AMERICA LEND	6486 N FRUIT AVE	FRESNO CA 93711
RONALD ALLUSTIARTI	6496 DADE CT	SAN JOSE CA 95123
JAMES C & SHELLY G ROMO	651 HAMPTON RD	ARCADIA CA 91006
LARS & SARA FRIEBERG	651 VIA VAQUERO SUR	SAN JUAN BAUTISTA CA 95045
BENJAMIN EUGENE GRIESSMAN	6525 RIVERSIDE DR	ATLANTA GA 30328
LAGUNA ON THE BEACH PROP LLC	655 BROOKS ST	LAGUNA BEACH CA 92651
ANTONIO & MARIA GARCIA	6571 FARGO AVE	HANFORD CA 93230
THOMAS E & SHEILA V BLEIER	66 VISTA VERDE WAY	PORTOLA VALLEY CA 94028
RUTH AGNES HOSKINS JOHN	660 BROOKDALE DR	MERCED CA 95340
ENTRUST ADMINISTRATION INC ANTHONY L JOSEPH	660 CAMINO DE LA LUNA	THOUSAND OAKS CA 91320
PATRICIA GERINGER	660 E DOVEWOOD LN	FRESNO CA 93710
RICHARD M KINGSLAND	6600 BOWIE WAY	CASTRO VALLEY CA 94552
LAWRENCE P & CATHERINE C POLLASTRINI	662 W QUINCY AVE	CLOVIS CA 93619
ELIZABETH BOWERS	6625 N DEARING AVE	FRESNO CA 93710
ACORN LODGE LLC KELBY F HARGRAVE	6670 N CONTESSA	FRESNO CA 93722
DONALD B & LYNNETTE D LONSINGER	672 DICKERSON DR	LIVERMORE CA 94551
HELEN SMADES	6730 N STONEBRIDGE DR	FRESNO CA 93711
JUDITH E BENNETT	6734 N HAZEL AVE	FRESNO CA 93711
PATRICIA MARY FRENCH	6736 JULIE LN	CANOVA PARK CA 91307

REBECCA V BARRANTES	6755 BRIGHT AVE	WHITTIER CA 90601
LONNEY D & OMEGA M EDWARDS	689 E PINTAIL CIR	FRESNO CA 93730
MICHAEL J & LIGIA M WELTZ	691 DONALD DR	HOLLISTER CA 95023
SHEILA T MOUNT	6916 N LA PRESA DR	SAN GABRIEL CA 91775
TERRENCE J & CATHERINE M MASON	693 SKYLINE DR	VENTURA CA 93003
KERRIN & JEFFREY TURROW	6955 LAFAYETTE ST	MOORPARK CA 93021
JEROME J & JOANNE D LIBECKI	699 E BLUERIDGE RD	FRESNO CA 93720
CASA DE MAS SUENOS LLC	REX DUHN & ALINA M DUHI 7 SWITCHBUD PL	SPRING TX 77380
JACKSON STREET LLC	RICHARD MORRISSEY	MENLO PARK CA 94025
MICHAEL MASINO	700 SAN MATEO DR	CARPINTERIA CA 93013
MARGARET GUYETT	7035 GOBERNADOR CANYON RD	FRESNO CA 93711
FRANCISCO A & MARIA A GASPAR	7045 N WEST AVE #243	LOS BANOS CA 93635
PATRICK J & DOROTHY J MONPERE	705 WHITNEY	FRESNO CA 93711
KWONG-YIU & DORIS YET-SHEUNG TAM	7060 N MARKS AVE #117	MONTEREY PARK CA 91755
SHARI A STEVENSON	709 BROWNING PL	HOLLISTER CA 95023
KENNETH L & GERRI L BONNER	710 CHAPARRAL CT	BAKERSFIELD CA 93309
VINCENT JAMES ROTALO	7200 SADDLEBACK DR	FRESNO CA 93705
KURT D & SHANNON S BOOTH	723 W FAIRMONT AVE	VENTURA CA 93003
JEFFREY V & VALERIE H TUEL	7231 CHAMOIS ST	FRESNO CA 93711
PETER S & SIDRA DAVI	7247 N CHANNING AVE	MONTEREY CA 93940
ROBERT T SIPPEL	725 LAINE ST	LEMOORE CA 93245
ADAM JOSEPH & YASSIE TRAN HOLLIDAY	726 COUNTRY CLUB DR	ARCADIA CA 91006
GLEN E & JUDITH A HANNAH	731 CARRIAGE HOUSE DR	VENTURA CA 93003
MARK M & TONI V MEDERIOS	7315 VAN BUREN ST	LOS BANOS CA 93635
LOREN J & FRANCES V HARLOW	738 MADISON AVE	CLOVIS CA 93611
MELISSA J & JOEL G MCGREGOR	738 W ENTERPRISE AVE	WALNUT CA 91789
FAHMIE A SANDERS	750 PIERRE RD	FRESNO CA 93711
SCOT & FELICIA CHENEY	7519 N INGRAM AVE #102B	CLOVIS CA 93619
BRADLEY P & JANIS P BARNETT	752 HANSON AVE	SACRAMENTO CA 95829
CAROLYN J ELLIOTT	7535 LINGONBERRY WAY	VENTURA CA 93004
DANIEL W & VALDIVIA SANDRA M DAWSON	7663 HAYWARD	CLOVIS CA 93611
JASON CHARLES & KRISTEN MICHELE BIETZ	768 CYPRESS AVE	ATASCADERO CA 93422
BRR HOLDINGS LLC ETAL	7695 DEL RIO RD	PLAYA DEL REY CA 90293
CHRIS HABER	7706 W 80TH ST	BAKERSFIELD CA 93308
JOSEPH R & PAMELA J LANE	7726 DAVIN PARK DR	CLOVIS CA 93611
DONALD L & KIMBERLY A LACEFIELD	7835 N WILLOW AVE	SANTA BARBARA CA 93111
ANN L CINZORI	784 MARIQUITA DR	FRESNO CA 93727
RALPH R & KAREN S CASTIGLIONE	7887 E CARMEN	LOS ANGELES CA 90045
TIMOTHY & JEAN M LAWLER	7907 COWAN AVE	LA QUINTA CA 92253
DONNA J SMITH	79320 PASEO DEL REY	CLOVIS CA 93611
LARRY LEE LEE & GINA LYNEA KENITZER	796 PARK AVE	PASO ROBLES CA 93446
DALE C & KAREN A WALKER	799 BRAHAMA ST	DANVILLE CA 94506
TINA TOMEI	8 MAPLEGLN CT	IRVINE CA 92617
KATHERINE A HILLS	801 CERVANTES CT	ARROYO GRANDE CA 93420
JAMES P & EVADENE DOTSON	801 HUASNA RD	CANOGA PARK CA 91304
ERIKA & BRUCE L BECKER	8026 RUDNICK	FRIENDSWOOD TX 77546
EILEEN M PETERSON	803 GREENBRIAR AVE	PORT HAENEME CA 93041
THOMAS D & BARBARA M ANDERSON	804 BLUEWATER WAY	DANVILLE CA 94526
ERIC ANDREW & JULIE ANN JACKSON	804 TUNBRIDGE RD	FRESNO CA 93704
ROBERT P SCHOETTLER	805 E GETTYSBURG	SAN MATEO CA 94402
JOHN A & LINDA S ANDREINI	809 BROMFIELD RD	NEWBURY PARK CA 91320
JOHN M & CONNIE M WILGUS	81 S MADRID AVE	SANTA BARBARA CA 93103
DONALD M SCHLAGEL	811 N ALISOS ST	CLOVIS CA 93644
CHRIS & JENNIFER L BARKER	8147 E NEES AVE	SAN LUIS OBISPO CA 93401
MARC W & ALYSON L WOOD	815 BASIL LN	CAMPBELL CA 95008
RONALD TIMOTHY & MARY KAYE HUIZING	816 RUE MONTAGNE	CLOVIS CA 93619
DANIEL C & JANET C DELGADO	8161 N MARION AVE	SALINAS CA 93901
ELIZABETH A DOOLITTLE	820 PARK ROW #348	LINCOLN CA 95648
ALAN V & MARGARET GIULIANI	820 YOSEMITE CT	FRESNO CA 93720
JUAN B CALDERON	8211 N FRESNO ST	

GLENN W & KELLE A BLACK	822 CANYON CT	TAFT CA 93268
MICHAEL B & PAMELA Y LAWLER	8235 REES ST	PLAYA DEL REY CA 90293
WILLIAM R & NANCY B ARNOLD	8250 FRUITLAND AVE	WINTON CA 95388
GILBERT & HOLLY ANN URQUIZU	8250 N DEL MAR AVE	FRESNO CA 93711
RICHARD H ROGERS	8251 BILLOW VISTA DR	PLAYA DEL REY CA 90293
CALVIN E & PATRICE D PENNY	829 E UNIVERSITY AVE	FRESNO CA 93704
ALEJANDRO S & MARGARET HERRERA	832 TOLA ST	MONTEBELLO CA 90640
JAMES HAROLD & SHANNON MARIE FARMER	835 N HORNET AVE	FRESNO CA 93737
JAMES S & DAWNDA A LOWE	8360 20.5 AVE	LEMOORE CA 93245
TIMOTHY & KRISTINA CAVAGNARO	837 CYPRESS AVE	CLOVIS CA 93611
STEVEN K & PHYLLIS D PENNIMAN	8374 VEREDA DEL PADRE	GOLETA CA 93117
ELLEN PILEGARD	840 N HORNET AVE	FRESNO CA 93737
KEVIN DOUGLAS & NICOLE CHRISTINE EVANGELINOS	847 N CAREY AVE	CLOVIS CA 93611
FRED W RAAB	852 N GRAND AVE	GLENDORA CA 91741
SUSAN E ARNOLD	8564 N CALAVERAS	FRESNO CA 93711
FARMS SOGHOMONIAN	8624 S CHESTNUT AVE	FRESNO CA 93725
MILES HUMPHREYS	8645 N MARIAN AVE	CLOVIS CA 93619
WAYNE T & LINDA K GRAVELINE	8651 ROYER CIR	HUNTINGTON BEACH CA 92647
ROHIT & DARA T Y LOBO	868 KINGFISHER DR	SAN JOSE CA 95125
JOSEPH FRANK & JOLENE EVELYN CARLEVARIS	87 VALENCIA ST	HALF MOON BAY CA 94019
MURILLO & JANICE L AVILA	8706 LOS ALTOS AVE	CLOVIS CA 93619
LARRY J MOLATORE	8714 FOREST OAKS AVE	BAKERSFIELD CA 93312
DAVID A & IRENE M OLIVER	8726 S SEPULVEDA BLVD D677	LOS ANGELES CA 90045
CHRISTINE SANCHEZ	8737 HERRICK AVE	SUN VALLEY CA 91352
ALLEN F & MARCI L SUVANTO	880 BIRCH AVE	CLOVIS CA 93611
EDWARD LARRY & ROBERTA A ATKINSON	8819 N 7TH ST	FRESNO CA 93720
DONALD G & NANCY L BICKNER	8835 E ALLUVIAL	CLOVIS CA 93612
RICHARD C & SHARON L GREEN	8840 OAKMONT DR	SANTA ROSA CA 95409
DAVID G & JANET E SCHILLING	887 E CATALINA CIR	FRESNO CA 93720
SCOTT A & KATHRYN L GAJDA	9 WELDON HEIGHTS	LADERA RANCH CA 92694
KATHLEEN LOUISE REDDEN	9005 SAN GABNEL RD	ATASCADERO CA 93422
JAY S & PEACEMAKER LETA A FULLER	901 LOCKWOOD LN	SCOTTS VALLEY CA 95066
DAVID MINYARD	904 W CENTER AVE	VISALIA CA 93291
KARRA M BURROUGH	9065 N AMAN AVE	CLOVIS CA 93619
SHEILA J MEYERS	907 SANTA FE AVE 101	FRESNO CA 93721
WILLIAM L & MASSETTI WALTERS CAROL WALTERS	915 NORTHAMPTON ST	CAMBRIA CA 93428
DENNIS K & MARGARET A MARQUARDT	916 N HILLSIDE DR	LONG BEACH CA 90815
MARY ANN & MICHAEL BLUNDEN	918 OCHO RIOS DR	DANVILLE CA 94526
KIMMY ROBERTSON	9208 MEL DAR AVE	DOWNEY CA 90240
CHARLES T MCDONELL	921 KINGS AVE	CHOWCHILLA CA 93610
DOUGLAS B WELTON	9235 E MESA AVE	CLOVIS CA 93619
JEFFREY ALLEN & CINDY YVETTE FAULKNER	924 FOOTHILL DR	SAN JOSE CA 95123
ANTHONY LOW-BARBIERI	924 W CAMPUS LN	GOLETA CA 93117
JAMES WITT	925 ROBLE RIDGE RD	PALO ALTO CA 94306
JOHN W & FAYE JT MASTEN	9256 N VALLEY GREEN DR	FRESNO CA 93720
MARK C & KATHRYN K COX	93 BETTEN CT	DANVILLE CA 94526
J.E & S RAMSTEAD	9304 CREBS AVE	NORTHRIDGE CA 91324
PAUL L & BRANDI D VALADON	9316 SHELLABARGAR	BAKERSFIELD CA 93312
HERMESH & SHERRIE SANGHA	9340 E LINCOLN	DEL REY CA 93616
CODY SHERMAN & JOY JANICE TAYLOR	936 N TILDEN	VISALIA CA 93291
STEPHEN A & ANITA T JOYNER	94 HASTINGS AVE	VENTURA CA 93003
ERNIE J & MELODY A MARTINEZ	9431 MANZANITA DR	RANCHO CUCAMONGA CA 91737
JAMES T & PATRICIA M AYERS	9452 S CLAREMONT AVE	FOWLER CA 93625
RICHARD P & NANCY H THOMPSON	9462 RANDOM OAKS DR	ATASCADERO CA 93422
GARY W & BRENDA S BETHEL	952 WINDSOR CIR	FRESNO CA 93720
THOMAS A & GERTRUDE P ROWLAND	9525 N FORT WASHINGTON RD #229E	FRESNO CA 93730
SCOTT FISHER	953 COLUMBUS DR	CAPITOLA CA 95010
GEARY J & HOLLY D CANTRELL	9550 N MADISON RIDGE RD	FRESNO CA 93720
DONALD A DEBERNARDI	9561 E ELLERY	CLOVIS CA 93619

ARNOLD E & GERALDINE M SODERBERG		960 TROPHY DR	MOUNTAIN VIEW CA 94040
M5 ENT LLC		963 ROSEHEDGE CT	CORONA CA 94521
KERRY H & ROBIN RAY		9657 NITA AVE	CHATSWORTH CA 91311
JOHN D MACWILLIE JR		9661 WESTWOOD DR	WESTMINSTER CA 92683
TCJ PROP MANAGEMENT LLC		9662 W KEARNEY BLVD	FRESNO CA 93706
GAIL GAIL ANDRADE	C/O MICHAEL HOLTERMANI	970 W ALLUVIAL AVE	FRESNO CA 93711
JAMES F & SHELLEY K TRUNICK		9705 VALLEY FOREST CT	BAKERSFIELD CA 93311
CHARLES G & ERYNN FILKEY		9720 CAMINITO PUDREGAL	SAN DIEGO CA 92131
CHRISTOPHER J BLEVENS		9737 VARIEL AVE	CHATSWORTH CA 91311
MARK & JOANN ROSALES		9773 CHAMBERLAIN ST	VENTURA CA 93004
MARTHA GIST		9801 LESAINE AVE	NORTHRIDGE CA 91325
JOE H & DORSEY A LEE		9817 N TEAPARTY LN	FRESNO CA 93720
SMITH WATKINS PROP II LLC		984 WILLOW GLEN WAY	SAN JOSE CA 95125
JACQUELENE JOY TAYLOR		992 UPLAND DR	SANDPOINT ID 83864
DAVID L & ANITA Y MITCHELL		9923 HOLT RD	CARMEL CA 93923
GREGORY D & DIANE L ROEHR		9959 WORNOM AVE	SUNLAND CA 91040
THOMAS A & PAULA L POWELL		998 E RICHMOND AVE	FRESNO CA 93720
MTGLQ INVESTORS LP	C/O SELENE FINANCE	9990 RICHMOND AVE 400S	HOUSTON TX 77042

**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

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

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