

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6428E
As of February 2, 2022

Subject: Granting of Lease for Day Use Area at Mountain Meadows Reservoir Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

Division Assigned: Energy

Date Filed: 12-10-2021

Date to Calendar: 12-15-2021

Authorizing Documents: None

| | |
|------------------------|-------------------|
| Disposition: | Accepted |
| Effective Date: | 01-09-2022 |

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



December 10, 2021

Advice 6428-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Granting of Lease for Day Use Area at Mountain Meadows Reservoir
– Request for Approval Under Public Utilities Code Section 851,
pursuant to General Order 173**

Purpose

Pacific Gas and Electric Company (PG&E) requests California Public Utilities Commission (“CPUC” or “Commission”) approval under Public Utilities Code Section 851 (Section 851) and General Order (GO) 173. The Mountain Meadows Conservancy has requested a lease agreement for a day use area consisting of a designated parking area, vault toilet, trail, benches and interpretive signage (the Lease). The Lease would be on PG&E’s fee owned property SBE: 135-18-001B-1, (the Property) which is adjacent to Mountain Meadows Reservoir that is used by PG&E for hydroelectric operations. The construction of the improvements within the Lease area will be funded by the Pacific Forest and Watershed Lands Stewardship Council funds which have been allocated to improve beneficial public values including outdoor recreation. PG&E will not charge any fees for the Lease.

PG&E has inspected the property and has determined that the operation of the Lease does not interfere with PG&E’s operations or PG&E’s ability to provide safe and reliable utility service to its customers. In addition, the Lease will not be adverse to the public interest.

Background

PG&E owns the real property commonly known as Mountain Meadows Reservoir, APN 123-110-09-11, State Board of Equalization No. 135-18-001B-1 located in Lassen County for the purposes of hydroelectric power generation. The proposed lessee, Mountain Meadows Conservancy, is a California Non-profit organization that exists to protect, restore and enhance the areas surrounding and including Mountain Meadows Reservoir in order to preserve the aquatic ecosystem and augment recreational uses. Mountain Meadows Conservancy contacted PG&E in November of 2019 to request permission to install the aforementioned facilities and enter into the Lease. PG&E

inspected the Property and determined that Mountain Meadows Conservancy's request would not interfere with PG&E's operations of the hydroelectric facility or delivery of reliable service.

The lease area within the Property will be used as a day use recreation facility including a parking area, vault toilet, a 2,500 foot-long walking trail system, benches and interpretive signage. This area will allow the public greater access and enjoyment of Mountain Meadows Reservoir which currently does not have any facilities of this nature.

The vault toilet installation will include a vault buried in the ground with a concrete slab, poured in place directly over the vault with a building installed on the slab with connections to the vault for the toilet and vent.

The presence of the facilities detailed above will assist in deterring unlawful activities which may be detrimental to the environment as well as PG&E facilities in the vicinity. The lessee will be placing a barrier around the lease area, excepting the trail, which will prohibit vehicles from disturbing areas outside of the lease area.

For all of the above reasons PG&E does not believe that any additional information is necessary for the review of the advice letter.

Tribal Land Policy

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a fee interest in real property. Therefore, the Lease subject to this Advice Letter is not covered by the Policy.

Other Information

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

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

| | |
|----------------------------------|-------------------------------|
| Pacific Gas and Electric Company | Mountain Meadows Conservancy |
| Steven Frank | Ron Lunder, President |
| Law Department | PO BOX 40 |
| P.O. Box 7442 | Westwood, CA 96137 |
| San Francisco, CA 94120 | Telephone: (530)256-6936 |
| Telephone: (415) 973-6976 | Email: mtnmeadow@frontier.com |
| Facsimile: (415) 973-5520 | |
| Email: Steven.Frank@pge.com | |

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

The Property is located in an unincorporated area of Lassen County on the shoreline of Mountain Meadows Reservoir, SBE:135-18-001B-1, APN: 123-110-09-11. The Property is adjacent to Indian Ole Dam and is used for both recreation, by the public, and to access the dam facilities, by PG&E. The Property currently encompasses an informal area for parking and a small boat launch facility. The remainder of the Property is vacant land, most of which is forested area. The area is frequented by anglers, birdwatchers, kayakers and others.

(c) Intended Use of the Property:

Under the terms of the Lease, included herein as Attachment 1, the Lessee will continue to operate and maintain facilities as a day use area.

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

The Lease term is ten years and PG&E will not be collecting fees associated with the proposed transaction. PG&E provides funds to the Pacific Forest and Watershed Lands Stewardship Council, as stipulated in PG&E's 2003 Bankruptcy Settlement Agreement (Decision 03-12-035) therefore, it would not be appropriate or in the spirit of the Settlement Agreement for PG&E to recover these funds through rents. Additionally, the market value of uses of this nature is de minimis.

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

Not applicable.

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

There is no impact to PG&E's rate base nor will granting the lease affect PG&E's ability to provide reliable service to its customers and the public at large.

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

Not applicable.

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

As mentioned above the Fair Market Value for the Lease is very low. PG&E estimates that the fair market value for the Lease is approximately \$5,000 per year. Similar "Day Use Area" operations within the PG&E service area, operated by PG&E collected an average of \$6,663 for the year of 2019. Figures were assessed for 2019 due to COVID-19 impacts in 2020 and 2021, in an effort to reflect the perceived value of an agreement of a similar nature in an average year. The location of the Lease does not receive the level of traffic that the PG&E day use areas that were used for reference receive. Therefore, it would be unlikely that the Lease would generate the same income as those day use areas.

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

Not applicable.

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

A conservation easement, held by Feather River Land Trust, was placed on Mountain Meadows Reservoir and the associated Hamilton Branch lands in 2018 and recorded in Plumas and Lassen Counties. (Plumas County: 2018-0004255, Lassen County: 2018-03236)

PG&E is in the process of selling the properties associated with Mountain Meadows Reservoir and the Hamilton Branch hydroelectric facilities. The Lease will be assigned to the buyer at the time of sale.

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

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

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

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

No information is readily available other than what has already been included within this advice letter submittal.

(m) Environmental Information

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

For this letter, the transaction is not a "project" under CEQA as noted in Section 15304, which exempts minor alterations in the condition of the land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

Moreover, the Honey Lake Valley Resource Conservation District (HLV RCD), on behalf of the lessee, reviewed the wildlife, botany, and archeological reports prepared by resource specialists and has determined that the project's implementation will result in multiple benefits for improved recreational opportunities at MMR. There will be no significant adverse impacts on endangered, rare, or threatened species or their habitats. There are no hazardous materials at or around the project site. There are no archaeological resource sites within the lease area. The project will not result in cumulatively significant impacts. The implementation of the plans associated with the Lease will have no significant adverse effect on the environment. See Attachment 2 for additional information regarding the environmental and cultural assessments and considerations.

Protests

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

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than December 30, 2021, which is 20 days after the date of this submittal. Protests must be submitted to:

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

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

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

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

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 an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 2 advice letter become effective on January 9, 2022, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittal can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachment 1 – Indian Ole Ground Lease

Attachment 2 – Notice of CEQA Exemption

***** SERVICE LIST for Advice 6428-E *****
APPENDIX A

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

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

*****AGENCIES*****

Lassen County Clerk
220 South Lassen Street
Susanville, CA 96130
Phone: 530-251-8217
Fax: 530-257-3480
Email: lcclerk@co.lassen.ca.us

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

Mountain Meadows Conservancy
Ron Lunder, President
PO BOX 40
Westwood, CA 96137
Telephone: (530)256-6936
Email: mtnmeadow@frontier.com



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) #: 6428-E

Tier Designation: 2

Subject of AL: Granting of Lease for Day Use Area at Mountain Meadows Reservoir – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

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

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

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

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

Confidential treatment requested? Yes No

If yes, specification of confidential information:

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

Resolution required? Yes No

Requested effective date: 1/9/22

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected:

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

Name: 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 1

Indian Ole Ground Lease

**INDIAN OLE DAY USE AREA GROUND LEASE AGREEMENT
FOR RECREATIONAL USE**

This Lease (this "**Lease**") is made and entered into this _____ day of _____, 20__ (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**"), and MOUNTAIN MEADOWS CONSERVANCY, a California public charity ("**Lessee**").

R E C I T A L S:

A. PG&E owns the real property commonly known as **Mountain Meadows Reservoir** (the "**Reservoir**"), Assessor's Parcel Number **123-110-09-11** State Board of Equalization No.**135-18-001B-1** located in the County of **Lassen**, State of California, which land together with all easements and rights appurtenant thereto are hereinafter referred to as (the "**Property**").

B. Lessee wishes to lease a portion of the Property for use as a day use area, parking lot and trail, and PG&E is willing to lease to Lessee, subject to the terms and conditions set forth below, that portion of the Property.

NOW, THEREFORE, for good and valuable consideration, PG&E and Lessee hereby agree as follows:

1. Lease of Property; Lessee's Activities. Subject to the terms and conditions set forth in this Lease, PG&E leases to Lessee a portion of the Property as shown on **Exhibit "A"** attached hereto and made a part hereof (the "**Lease Area**") to allow Lessee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Lessee's Representatives**") to enter from time to time at reasonable times, the Lease Area for the sole purpose to occupy, maintain and use a recreational site (the "**Lessee's Activities**"). All of Lessee's Activities shall be performed at Lessee's sole cost and expense.

2. Term; Termination; Default; Holdover; Surrender.

(a) Term. This Lease shall be for a term of ten years commencing on the Effective Date and expiring on _____, unless sooner terminated (the "**Term**").

(b) Termination. PG&E may terminate this Lease if PG&E in its reasonable judgement finds it necessary to obtain the Lease Area in order to use the Property for utility purposes or to fulfill its obligations as described under Section 6, upon One Hundred Eighty (180) days prior written notice to the Lessee. Such right will only be exercised in the event PG&E's proposed use for utility purposes is inconsistent with Lessee's continued occupancy. Lessee waives any relocation assistance pursuant to Section 7260 ET SEQ. of the Government Code or the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C §§ 4601 ET SEQ., or under any similar law, statute or ordinance now or hereafter in effect. Lessee further acknowledges that PG&E's right to terminate this Lease shall not be affected by any of Lessee's Improvements (as defined in 3(a)) and Alterations (as defined in 3(b)) within the Lease Area regardless of the nature or extent of Lessee's Improvements or

Alterations. Lessee understands and agrees that Lessee has or will make a substantial investment in installing and maintaining Lessee's Improvements or Alterations and Lessee shall not be entitled to any compensation whatsoever for the termination of this Lease. Lessee's obligations under this Section shall survive the expiration or termination of this Lease.

(c) Default. The occurrence of any one or more of the following events during the Term and after thirty (30) days written notice from PG&E to Lessee to cure such event shall constitute a breach of this Lease by Lessee, in which event PG&E may exercise the rights set forth in this Section or as otherwise provided at law or in equity: Default in the performance of or compliance with any of terms or conditions to be performed or observed by Lessee under this Lease, or (iii) Lessee assigns, subleases, transfers, conveys or encumbers any of Lessee's interest in this Lease, which will be deemed to be an incurable breach (collectively "**Default**"). Lessee acknowledges and agrees that the notices required to be given by PG&E shall, in each case, be in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure, and shall be deemed to satisfy the requirement, if any, that notice be given pursuant to this Section. Upon the occurrence of any Default, PG&E in its sole discretion may elect to terminate this Lease. All costs and expenses incurred by or on behalf of PG&E, including attorneys' fees incurred in connection with such Default, shall have been paid by Lessee and been fully remedied to the satisfaction of PG&E. Upon such termination, PG&E shall have the right to recover from Lessee damages in the amounts set forth in Civil Code Section 1951.2. Upon the occurrence of any Default, this Lease shall continue in effect for so long as PG&E does not terminate this Lease and PG&E shall have the right to enforce all its rights and remedies under this Lease, including the remedies described in California Civil Code Section 1951.4. All of the remedies afforded to Lessee and PG&E under this Lease shall be in addition to all other remedies such parties may have at law or in equity. Waiver by PG&E of any Default shall be effective only if it is in writing and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. PG&E's acceptance of payment by Lessee shall not constitute a waiver of any Default. Acceptance of payment by PG&E after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment.

(d) Holding Over. Lessee shall have no right to holdover possession of the Lease Area after the expiration of this Lease without PG&E's prior written consent, which PG&E may withhold in its sole and absolute discretion. If Lessee remains in possession of the Lease Area after the expiration of the Term of this Lease, Lessee shall be deemed to be occupying the Lease Area on a month-to-month tenancy only and effective immediately after the expiration of the Term. Lessee shall also pay PG&E all of PG&E's direct and consequential damages resulting from Lessee's holdover. Lessee shall defend, protect, indemnify and hold the PG&E harmless from and against any and all Claims resulting from failure to surrender possession upon the expiration or termination of this Lease. No acceptance of payments by PG&E under this holdover provision shall operate as a waiver of PG&E's right to regain possession or any other of PG&E's remedies.

(e) Surrender. Upon the expiration or termination of this Lease, at Lessee's sole cost and expense, remove all of Lessee's and Lessee's Representatives' personal property, and all debris and waste material resulting from Lessee's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to Lessee's entry hereunder to

PG&E's satisfaction. Lessee shall bear the entire cost of such removal, repair and restoration, and PG&E shall have no liability for any losses or damages caused by or related to the expiration or termination of this Lease. In the event Lessee fails to comply with the requirements of this Section, PG&E may elect, at Lessee's expense, to remove the personal property, debris and waste material and to perform such repair or restoration as necessary. Lessee shall pay such costs and expenses within ten (10) days after receipt of an invoice therefor.

3. Improvements.

(a) Lessee's Improvements. PG&E hereby consents to any and all existing improvements, including a recreational site built on the Lease Area as of the Effective Date of this Lease ("**Lessee's Improvements**") unless Lessee has otherwise been previously notified in writing by PG&E, subject to any and all removal obligations set forth in this Lease and in the Rules and Regulations as defined in Section 8(b) below. The Lessee's Improvements were constructed by Lessee or Lessee's predecessor-in-interest at their sole cost and expense, and Lessee's Improvements are owned by Lessee and will be deemed personal property of the Lessee and not part of the real property.

(b) Alterations. Lessee shall make no changes, additions, improvements or alterations to the Lessee's Improvements or Lease Area, including, but not limited to, remodeling, expanding or rebuilding of the recreational site, or installing new or modifying existing utility service, or installing new or modifying the existing septic system ("**Alterations**"), without in each instance submitting plans and specifications ("**Lessee Improvement Plan**") to PG&E and obtaining PG&E's prior written approval, which approval may be withheld at PG&E's sole and absolute discretion. Any such approved Alterations shall be made by Lessee in a good and workmanlike manner, in compliance with the Rules and Regulations as set forth in Section 8(b), at Lessee's sole cost and expense. Any amendments to the Lessee Improvement Plan shall be subject to PG&E's review and approval, which approval shall be at PG&E's sole and absolute discretion. PG&E's review and approval of the Lessee Improvement Plan and any amendments thereto shall not create any liability of any kind on the part of PG&E or constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review and approval regarding such documents.

(c) Entitlements. Lessee shall have the right to process all applications, documents and other instruments or entitlements necessary or appropriate for the use of the Lease Area or for any Alterations to be constructed pursuant to the Lessee Improvement Plan. PG&E shall reasonably cooperate with the processing of such items, provided that PG&E shall not be required to expend any sums, nor assume any liability, nor agree to any invasive testing, with respect thereto.

4. Rent.

(a) Rental Fees. Rental fees associated with this lease have been waived given the nature of the use and the public benefits of that use.

(b) Expenses. Lessee shall pay directly all expenses, including, but not limited to insurance, repair, maintenance and operation of Lessee's Improvements or Alterations and all other obligations of every kind and nature whatsoever relating to the use of the Lease Area during the Term and any holdover possession of this Lease.

5. Utilities. During the Term and any holdover possession, Lessee shall pay or cause to be paid prior to delinquency all charges for electricity, water, gas, sewer, garbage, recycling, telephone and any other public or private utility services at any time rendered to or in connection with the Lease Area, Lessee's Improvements or Alterations and shall comply with all contracts relating to such services. PG&E shall have no responsibility to obtain or continue any utility service to the Lease Area. Any additional utility installation not currently serving the Lease Area will be deemed as an Alteration and must be approved by PG&E as part of the Lessee Improvement Plans.

6. Conservation Documents.

(a) PG&E and Lessee hereby enter into this Lease with reference to the following:

(1) PG&E is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by the CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) 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**").

(3) The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carizzo Plains, all owned by PG&E (collectively, the "**Watershed Lands**"), including the Lease Area, 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 PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation and are defined therein as the "**Land Conservation Commitment**."

(4) 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. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "**LCP**") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the Lease Area (the "**Disposition Package**") in order to carry out the objectives of the LCP with respect to the Lease Area.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the Federal Energy Regulatory Commission (the "**FERC**") for lands subject to its jurisdiction, and (C) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the Lease Area, will be subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E intends to grant a conservation easement or easements (the "**Conservation Easement**") over the Lease Area to one or more public agencies or qualified non-profit conservation organizations (the "**Easement Grantee**").

(8) Concurrently with the conveyance of the Conservation Easement, it is anticipated that the Easement Grantee and PG&E will enter into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "**Land Management Plan**") to preserve and enhance the beneficial public values present at the Lease Area.

(b) Lessee acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E may enter into pursuant to the foregoing (collectively, the "**Conservation Documents**"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Lessee, the Lease Area, the rights and obligations of Lessee under this Lease or otherwise.

(c) Without in any way limiting PG&E's rights under Section 2 above, PG&E may terminate this Lease under Section 2 above, at any time, where PG&E determines such termination is or may be necessary or desirable to further the purposes of the LCP or the Land Management Plan. In addition, PG&E shall have the right to require modifications to Lessee's Activities to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Lease Area in accordance with the Conservation Documents. Lessee acknowledges that, such modifications may result in Lessee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the Lease Area and such modifications may materially impact Lessee economically and otherwise. In addition to the rights reserved under this Lease, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the Lease Area such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("**LCP Facilities**"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give

Lessee at least thirty (30) days' prior written notice of PG&E's election to modify Lessee's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the Lease Area, and assign the interest in this Lease concerning the Lease Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this Lease, accruing from or after the date of such sale, conveyance or transfer, and Lessee shall look solely to the transferee or transferees for performance of the obligations of PG&E under this Lease. This Lease shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and Lessee agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Lease. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantee with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section. PG&E shall also have the right to reserve in any deed or by separate instrument, easements and other retained rights for PG&E's benefit upon any sale, conveyance or transfer of the Lease Area, or any portion thereof (the "**Reserved Easements**"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the Lease Area or in connection with property in the vicinity of the Lease Area, for the investigation, remediation and mitigation of any Hazardous Materials and/or in connection with FERC requirements. Lessee hereby agrees that this Lease shall be subject to, and subordinate to, the Reserved Easements. Lessee agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section, and to further document the provisions of this Lease that will continue in effect between Lessee and PG&E, as a third-party beneficiary.

(e) This Section shall be self-operative, and no further instrument of subordination shall be required. However, Lessee agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section.

7. Condition of the Property. Lessee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Lessee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property:

(a) electric and magnetic fields, electromagnetic fields, power frequency fields, and extremely low frequency fields, however designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating

emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) 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, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

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

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

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

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Lessee shall take all necessary precautions to protect Lessee's Representatives from risks of harm from Potential Environmental Hazards, and Lessee shall be responsible for the health and safety of Lessee's Representatives. Lessee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for the uses permitted by this Lease, including, but not limited to, the Potential Environmental Hazards listed herein.

8. Lessee's Covenants.

(a) Legal Compliance. Lessee agrees, at Lessee's sole cost and expense, promptly to comply, and cause all of Lessee's Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Lessee's Activities or Lessee's use or occupancy of the Property; and (iii) any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Lessee has notice, which may be applicable to the Property (collectively, "**Legal Requirements**") regardless of when they become effective, insofar as they relate to Lessee's Activities or the use or occupancy of the Property by Lessee. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether or not PG&E is a party in such action or proceeding, that Lessee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Lessee. Lessee shall furnish satisfactory evidence of such compliance upon request by PG&E.

(b) Rules and Regulations. Lessee agrees, at Lessee's sole cost and expense to comply with any and all on-site safety and security requirements and with all rules and regulations promulgated by PG&E, as such rules and regulations may be changed from time to time.

(c) Maintenance. Lessee agrees, at Lessee's sole cost and expense, to maintain the Lease Area, Lessee's Improvements and Alterations in a good and safe condition. Lessee shall maintain the Lessee Improvements and Alterations, including, without limitation all buildings, structures, roads, utilities, wells, drainage, sewage lines, and all other improvements within the Lease Area in reasonably good order and condition to the satisfaction of PG&E, and PG&E shall have no obligation whatsoever to maintain the Lease Area of any part thereof. Lessee shall not have the right to claim any exemption or other lesser standard concerning maintenance on the basis that PG&E is a public utility or that PG&E, as a public utility, may have any rights as to the Lessee Improvements or Alterations due to the manner that such Lessee Improvements or Alterations are affixed to the Property or due to any reversion right that PG&E may have in the Lessee Improvements or Alterations. If in PG&E's opinion any of the Lease Area, Lessee Improvements and/or Alterations are not in reasonably good order or condition, PG&E may provide Lessee with written notice to repair, replace, renovate or close the affected Lessee Improvements and/or Alterations. Lessee shall make the necessary repairs, replacements or renovations within forty-five (45) days of receipt of PG&E's notice or as soon as practicable. All repairs, replacements or renovations shall be performed by Lessee in compliance with Section 3(b) of this Lease.

(d) Vegetation. Lessee shall maintain the grounds in a safe condition and will remove any hazardous, dead or dying trees or other vegetation at Lessee's own risk and expense and in compliance with the Rules and Regulations as set forth in Section 8(b). Lessee shall obtain PG&E's written approval prior to the removal of any trees.

(e) Notification of Investigations, Orders or Enforcement Proceedings. Lessee agrees to notify PG&E in writing within three (3) business days after obtaining knowledge of any investigation, order or enforcement proceeding that in any way relates to the Property, or to the occurrence of any contamination or suspected contamination on, within, or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document that may have been issued, executed or proposed, whether draft or final.

(f) Non-Interference. Lessee agrees that Lessee shall not in any way interfere or permit any interference with the use of the Property by PG&E. Interference shall include, but not be limited to, any activity by Lessee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or of any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated, including, without limitations, the CPUC or FERC. Lessee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which minimum clearances are incorporated herein by reference, but even if such orders allow it, under no circumstances closer than ten (10) feet from any energized electric conductors or appliances. Lessee acknowledges and agrees that the primary use of the Property is for generation of hydroelectric power and the Lake levels can vary dramatically according to PG&E's operational needs and with FERC License requirements. Lessee has no right to demand, and PG&E has no obligation to maintain the Lake at levels desirable to Lessee, regardless of the presence of improvements or occupancy of any area subject to flooding.

(g) Emergency Situations. Lessee agrees that Lessee and Lessee's Representatives shall cooperate with PG&E and abide by any and all orders or instructions regarding Lessee's Activities within the Lease Area by PG&E, its employees, or agents. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Property, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(h) Lessee's Activities. Lessee agrees that Lessee and Lessee's Representatives shall notify PG&E of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Lessee's Activities or stemming from conditions caused by Lessee, so that PG&E may take appropriate precautions. Lessee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property. Lessee agrees that Lessee shall conduct Lessee's Activities in such a manner so as to protect the Property, PG&E's utility facilities, the environment and human health and safety. Lessee shall be solely responsible for the proper disposal of all trash, debris, and other similar materials, and shall not allow the disposal of any trash or any substance or material on the Property. In the event that Lessee should discover or encounter any potential

historical, archaeological or cultural artifacts or resources, Lessee shall immediately cease any activity that might disturb such artifacts or resources, and shall notify PG&E of the discovery within forty-eight (48) hours. Lessee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of, the Property. Lessee agrees to be responsible for the clean-up and remediation of any releases of Hazardous Substances resulting from Lessee's Activities, or any activity by Lessee or Lessee's Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable Legal Requirements. In the event PG&E determines that Lessee's Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health or safety, PG&E may, in PG&E's sole and absolute discretion, require that Lessee halt Lessee's Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Lessee waives any claims against PG&E resulting from any delay under this Section. PG&E's right to halt activities under this Section shall not in any way affect or alter Lessee's insurance or indemnity obligations under this Lease, nor shall it relieve Lessee from any of Lessee's obligations hereunder that pertain to health, safety, or the protection of the environment.

(i) Taxes. Lessee agrees to pay any and all taxes and/or assessments levied against PG&E for any of Lessee's personal property including, without limitation, any increase in real property taxes incurred by PG&E as a result of Lessee's Activities, Lessee's Improvements or Alterations. If PG&E is assessed for such taxes as part of PG&E's real property tax bill or otherwise, PG&E shall have the right, but not the obligation, to pay such taxes, and in that event, Lessee shall reimburse PG&E within thirty (30) days of receipt of an invoice therefor.

9. Use of the Property.

(a) Water Use. Lessee may not use any water from the Lake or from any other source, except for Lessee's domestic use only from the following sources: (i) such existing springs or wells located on the Lease Area, or (ii) such other water source approved in writing by PG&E, which permission shall be at PG&E's sole and absolute discretion, or (iii) such sources as may be authorized in the Rules and Regulations in Section 8(b). PG&E makes no representation or warranty in regard to the quality or the quantity of water, and Lessee uses such water at Lessee's own risk. Lessee also waives and releases PG&E from any and all liability for damage to Lessee's water supply which may occur while performing work in conjunction with PG&E's operation.

(b) Sewage Facilities. Lessee shall dispose of all sewage according to any applicable laws and by one of the following methods: (i) by use of such existing septic systems or holding tanks currently located on the Lease Area, or (ii) by such other manner as approved in writing by PG&E, which permission shall be at PG&E's sole and absolute discretion, or (iii) by such manner as may be authorized in the Rules and Regulations in Section 8(b). PG&E reserves the right to require Lessee to alter the method of sewage disposal at Lessee's sole cost, when necessary in connection with PG&E's operations or to protect the Property, the environment, or human health and safety. PG&E makes no representation as to the continued ability to dispose of sewage at the Lease Area, or the cost thereof, and Lessee also waives and

releases PG&E from all liability for all claims and expenses that Lessee may incur in regard to disposal of sewage.

10. Governmental Approvals.

(a) Permits, Approvals & Authorizations. Lessee shall obtain and maintain, at no cost to PG&E, all permits, approvals and authorizations from all local, state, and federal governmental or any other permitting authorities and shall provide all notifications to all such authorities as required under this Lease.

(b) Land Use Entitlements. Prior to submission to the Planning Department or any other governmental entity or agency, Lessee shall submit all applications to PG&E for PG&E's review and written approval, which approval may be withheld at PG&E's sole and absolute discretion. Lessee shall also obtain PG&E's written approval, which approval may be withheld at PG&E's sole and absolute discretion, to any conditions imposed by any governmental entity or agency related thereto.

(c) Reimbursement. In the event that any local, state or federal governmental entity, agency or regulatory authority requires PG&E to construct or install certain improvements as a result of Lessee's Activities, Lessee Improvements or Alterations, including, but not limited to, roads, grading, erosion control, sewage systems, landscaping, utilities or street lights, either to comply with applicable laws or as a condition to the issuance of any land use entitlements, permits, approvals or authorizations, Lessee shall reimburse PG&E for the reasonable costs of such improvements, or for assessments related thereto, in an amount reasonably determined by PG&E by equitably allocating the costs between the lots benefited by such improvements or among all the lots if the improvements benefit the Property as a whole. Lessee shall pay such reimbursement to PG&E within thirty (30) days of receipt of an invoice therefor.

11. Indemnification; Release.

(a) Lessee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, affiliates, and their officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), 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**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with Lessee's Activities, Lessee's Improvements or Alterations, or the entry on, occupancy or use of, the Property by Lessee or Lessee's Representatives, or the exercise by Lessee of Lessee's rights hereunder, or the performance of, or failure to perform, Lessee's duties under this Lease, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including but not limited to employees of PG&E or Lessee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (ii) injury to property or other interest of PG&E, Lessee or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability

imposed by law or regulation without regard to fault. Without limiting the generality of the foregoing, Lessee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Lessee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Lessee is obligated to indemnify or provide a defense hereunder, upon written notice from PG&E, Lessee shall defend such action or proceeding at Lessee's sole expense by counsel approved by PG&E, which approval shall be in PG&E's sole and absolute discretion.

(b) Lessee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Lessee's use or occupancy of the Property, Lessee's Activities, Lessee's Improvements or Alterations, or the activities of any of Lessee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above. The purpose of the foregoing indemnity is to protect PG&E and the Indemnitees from expenses and obligations related to Hazardous Substances on the Property to the fullest extent permitted by law. The Lessee's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent.

(c) Lessee's use of the Property shall be at Lessee's sole risk and expense, and Lessee accepts all risk relating to Lessee's occupancy and use of the Property. PG&E shall not be liable to Lessee for, and Lessee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property.

(d) Lessee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Lessee, or any of Lessee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit "C."**

(e) The provisions of this Section shall survive the expiration or termination of this Lease

12. Additional Activities. Lessee shall not perform any activities, install any improvements or otherwise make any change to the Property beyond what is authorized under this Lease, without the prior written approval of PG&E, which approval shall be in PG&E's sole and absolute discretion, and any necessary authorization required by applicable Legal Requirements, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the FERC.

13. Reserved Rights. Lessee acknowledges that the Property was acquired for, and is devoted to, hydroelectric purposes by PG&E and this Lease is made subject to the right of PG&E to use the Property for such purposes and for any and all other purposes whatsoever, including,

without limitation, as PG&E deems necessary or appropriate in the interest of its service to its patrons or consumers or the public. Lessee agrees to use the Property in a manner that will protect the scenic, cultural and environmental value of the Property.

14. Compliance; Safety; Insurance. Lessee shall obtain, at Lessee's sole cost and expense, any and all necessary permits, authorizations and approvals applicable to Lessee's Activities, Lessee's Improvements or Alterations and to evidence compliance with all Legal Requirements. PG&E shall have a right to observe Lessee's Activities at any time to confirm Lessee's compliance with the requirements of this Lease and applicable Legal Requirements. Lessee shall procure, carry and maintain in effect throughout the Term of this Lease, with respect to the Lease Area and the use, occupancy and activities of Lessee and Lessee's Representatives on or about the Lease Area, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in **EXHIBIT "B"** and by this reference made a part hereof. All policies shall contain endorsements that the insurer shall give PG&E and its designees at least thirty (30) days advance written notice of any change, cancellation, termination, failure to renew or lapse of insurance. Upon Lessee's execution of this Lease, and thereafter at least thirty (30) days prior to the expiration date of any policy, Lessee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as applicable, required by this Lease as more specifically set forth in **EXHIBIT "B"**. This Lease shall not become effective, and Lessee and Lessee's Representatives shall not enter the Property nor commence or conduct any activity whatsoever on the Property unless and until the insurance coverage required by this Lease is in effect and current proof of insurance has been provided to PG&E. Lessee is also responsible for the compliance of Lessee's consultants, contractors and subcontractors with the insurance requirements, provided that Lessee may, with PG&E's written consent in PG&E's sole and absolute discretion, permit Lessee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified, so long as the coverages and limits required by Lessee are commercially reasonable in light of applicable circumstances. Lessee's consultants, contractors and subcontractors shall not enter the Property nor commence any activity whatsoever on the Property without the insurance coverage required by this Lease being in effect and current proof of insurance having been provided to PG&E from each such consultant, contractor and subcontractor, respectively. The requirements of this Section and **EXHIBIT "B"** shall in no event limit the liability of Lessee under this Lease. PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time. In the event that Lessee or any of Lessee's Representatives fail at any time during the Term to procure, carry or maintain, the insurance required under this Section and **EXHIBIT "B"**, or fail to deliver such policies or certificates as required, PG&E may, at its option, (i) procure such policies for the account of Lessee and Lessee's Representatives, and the cost thereof shall be paid by Lessee to PG&E within five (5) days after delivery to Lessee of an invoice therefor, and/or (ii) terminate this Lease, upon written notice to Lessee, in which event Lessee shall immediately vacate the Property and comply with the provisions concerning the condition of the Property on expiration or termination set forth in Section 2 above.

15. Mechanics' Liens. Lessee shall keep the Property free and clear of all mechanics' liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Lessee or at Lessee's request or for Lessee's benefit. If any mechanics' liens are placed on the Property in connection with Lessee's

use or activities, Lessee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute. Notwithstanding anything to the contrary set forth in this Lease, if any such lien is not released and removed within thirty (30) days, PG&E at its sole option, may immediately take all actions necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including attorneys' fees and costs, incurred by PG&E in connection with such lien shall be due and payable by Lessee within thirty (30) days after receipt of a written demand therefor, accompanied by reasonable supporting documentation.

16. Notices. Any notices or communications hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to PG&E by personal delivery, overnight courier, standard U.S. mail or by registered or certified mail, return receipt requested:

Pacific Gas and Electric Company
Attn: Land Agent, Hydro Support
350 Salem Street
Chico, CA 95928

With a copy to:

Pacific Gas and Electric Company
Law Department
Attn: Director & Counsel, Contracts Section (Real Estate)
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-4377

Pacific Gas and Electric Company
Attn: Manager, Hydro Support
111 Stony Circle
Santa Rosa, CA 95401

If to Lessee : Mountain Meadows Conservancy
Ron Lunder
PO Box 40
Westwood, CA 96137
Telephone: (530) 256-6936
Email: mtnmeadow@frontier.com

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

18. Entire Agreement. This Lease supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Lease may not be amended except by a written agreement executed by both parties.

19. Binding Effect. This Lease and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this Lease.

20. Destruction of the Improvements. If the Lessee Improvements and/or Alterations, or any portion thereof, are damaged or destroyed, this Lease shall not terminate and Lessee may, subject to PG&E's approval of its proposed restoration plan, which approval shall not be unreasonably withheld, elect to repair, restore or rebuild all or any portion of the Lessee's Improvements and/or Alterations damaged or destroyed. The proposed restoration plan must comply with the Rules and Regulations set forth in Section 8(b). PG&E shall not be obligated to repair, restore, or rebuild Lessee's Improvements and/or Alterations damaged or destroyed. Lessee shall have the option to terminate this Lease in the event Lessee elects not to repair, restore, or rebuild all or any portion of the Lessee's Improvements and/or Alterations damaged or destroyed; provided that Lessee shall remove all personal property as required under the terms and conditions of this Lease. PG&E shall have the right in PG&E's sole judgment to lower or raise water level of the Lake as necessary or appropriate in conjunction with PG&E's use of the Property for hydroelectric purposes, and in such event PG&E will not be liable to Lessee for any amount whatsoever with respect to any damage or destruction to Lessee's personal property including, without limitations Lessee's Improvements or Alterations. Lessee hereby indemnifies PG&E for any claim made by any third party who may have stored personal property on the Property. The storage of personal property on the Property is at Lessee's sole risk with full knowledge of the possibility of damage or destruction due to natural causes or due to the periodic fluctuation of the water level of the Lake by PG&E.

21. Exculpation. Notwithstanding anything to the contrary provided in this Lease, neither PG&E nor any of the other Indemnitees, nor their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Lease, and if PG&E is in breach or default with respect to its obligations or otherwise, PG&E's liability shall be limited to the value of PG&E's interest in the Property for the satisfaction of Lessee's remedies.

22. CPUC Approval. This Lease is made subject to all the provisions of CPUC's approval, as more particularly set forth in CPUC Decision _____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

23. Condemnation. In the event of a condemnation of any part of the Property, this Lease shall terminate as to the part so taken. In the event of a condemnation of the entire Property, this Lease shall automatically terminate. PG&E shall be entitled to, and Lessee hereby waives and releases any claim for, any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, except that Lessee may receive any and all proceeds related to the Lessee's Improvements or Alterations installed by Lessee.

24. Assignment. Lessee shall not assign, sublet, transfer, convey or encumber the Property or any portion thereof, without the prior written consent of PG&E, which consent may be withheld at PG&E's sole and absolute discretion.

25. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. 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. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Lease. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

26. No Waiver. Any waiver with respect to any provision of this Lease shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Lease by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Lease.

27. No Offsets. Lessee acknowledges that PG&E is executing this Lease in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of PG&E or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Lessee under this Lease. Further, Lessee covenants not to raise as a defense to Lessee's

obligations under this Lease, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Lessee relating to this Lease, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with PG&E's provision of (or failure to provide) electricity and natural gas.

28. No Dedication; No Third-Party Beneficiary. Nothing herein contained shall be deemed to be a gift or dedication of the Property or portion thereof to the general public, or for any public use or purpose whatsoever. The right of the public or any person, including Lessee and Lessee's Representatives, to make any use whatsoever of the Lease Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole and absolute discretion. The provisions of this Lease are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person except such parties and their successors and assigns, subject to the limitations on assignment set forth in this Lease. No obligation of a party under this Lease is enforceable by, or is for the benefit of, any other third parties.

29. Captions. The captions in this Lease are for reference only and shall in no way define or interpret any provision hereof.

30. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

31. Severability. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Lease can be determined and effectuated.

32. Counterparts and Electronic Signature. This Lease may be executed in two or more counterparts and by electronic signatures, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Lease transmitted either by facsimile or in a portable document format ("pdf") version by email to the same and full extent as the originals.

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

34. Survival. The waivers of claims or rights, the releases and the obligations of Lessee under this Lease to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this Lease, and so shall all other

obligations or agreements of PG&E and Lessee hereunder which by their terms survive the expiration or earlier termination of this Lease.

35. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Lease. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

36. Authority; Execution; Conditions to Effectiveness. The parties and the individuals executing this Lease on behalf of the parties, each represent, by executing this Lease, that he or she is duly authorized to do so and to bind the respective party to its terms. The submission of this Lease for examination or execution does not constitute an approval of the terms herein, or an offer to lease the Lease Area in accordance with the terms and conditions contained herein, and this Lease shall not become effective unless and until it has been executed and delivered by both PG&E and Lessee, and current proof of insurance for Lessee and its consultants, contractors and subcontractors as set forth in Section 14 above.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth below each signature, effective upon the Effective Date first written above.

“PG&E”

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: _____ Date: _____
Sarah Hug
Manager, Hydro Support

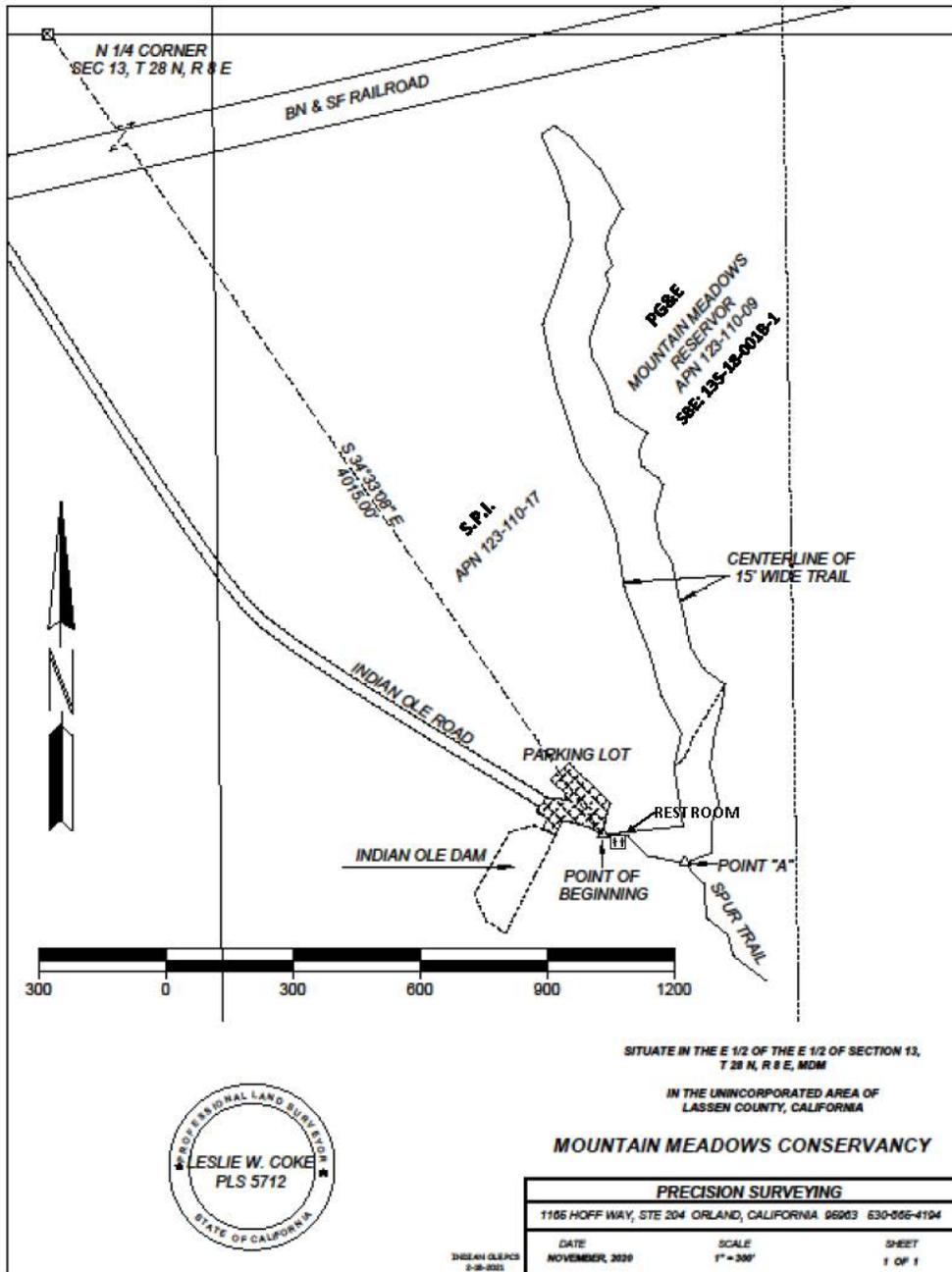
“Lessee”

MOUNTAIN MEADOWS CONSERVANCY, a California public charity

By: _____ Date: _____
Ron Lunder
President

EXHIBITS “A” and “B” attached

Exhibit A



SITUATE IN THE E 1/2 OF THE E 1/2 OF SECTION 13,
T 28 N, R 8 E, MDM

IN THE UNINCORPORATED AREA OF
LASSEN COUNTY, CALIFORNIA

MOUNTAIN MEADOWS CONSERVANCY



| PRECISION SURVEYING | | |
|--|-----------|--------|
| 1105 HOFF WAY, STE 204 ORLAND, CALIFORNIA 95963 530-556-4194 | | |
| DATE | SCALE | SHEET |
| NOVEMBER, 2020 | 1" = 300' | 1 OF 1 |

TRISHAH OLEPCS
2-18-2023

EXHIBIT B

INSURANCE REQUIREMENTS

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
3. Coverage shall (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Licensee or any other obligation or liability under the License Agreement, and (b) be endorsed to specify that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute to it.

B. Auto Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 8 & 9 "hired" and non-"owned".
2. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

C. Pollution Liability

1. Coverage for bodily injury, property damage, including clean-up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
2. The limit shall not be less than \$2,000,000 each occurrence and \$4,000,000 for bodily injury and property damage.
3. PG&E shall be named as additional insured.

D. Workers' Compensation and Employers' Liability

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

E. Additional Insurance Provisions

1. Upon execution of this Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.
2. The certificate shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.
3. The certificate must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.
4. PG&E may inspect the original policies or require complete certified copies, at any time.
5. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.

Attachment 2

Notice of CEQA Exemption

NOTICE OF CEQA EXEMPTION

To: Lassen County Clerk
220 S. Lassen St.
Susanville, CA 96130

From: Honey Lake Valley Resource Conservation District
170 Russell Ave., Suite C
Susanville, CA 96130

Date: January 23, 2020

Project Title:

Indian Ole Dam Public Access Enhancement Project

Project Location:

Lassen County
Township 28 North, Range 8 East, portions of Sections 13
Township 28 North, Range 9 East, portions of Sections 18
Mount Diablo Meridian, State of California.

ENDORSED
FILED
JAN 31 2020
JULIE BUSTAMANTE
LASSEN COUNTY CLERK
By  Deputy

Project Description:

The 19-acre Indian Ole Dam Public Access Enhancement Project is located at Mountain Meadows Reservoir on land owned by the Pacific Gas and Electric Company (PG&E). The project location is within a conservation easement held by the Feather River Land Trust. The project proponent is Mountain Meadows Conservancy. Indian Ole Dam is the only designated public access point to Mountain Meadows Reservoir (MMR), a +/- 7,000 acre reservoir and shoreline. The only amenities currently available at this public access point are a crumbling blacktop boat ramp and a dirt parking area.

Mountain Meadows Conservancy is a private sector, nonprofit organization based in Westwood, California. Its mission is to conserve and enhance the natural beauty and environmental health of the Mountain Meadows watershed, to protect significant Mountain Maidu burial and cultural sites, and to provide recreation and public access for generations to come.

In keeping with its mission, the Conservancy has proposed the following project activities, including: enhancing the existing dirt parking area at Indian Ole Dam; developing a vault style public restroom at the parking area; development of picnic areas with tables at the parking area and south of the dam; building a 2,500 foot long walking trail near the reservoir shoreline; and installing interpretive signs and sitting benches along the trail. Planning funds have been approved by the Pacific Forest and Watershed Lands Stewardship Council, a private, nonprofit foundation.

Exempt Status (Guidelines Section and Class): Categorical Exemption:

The parcel where the project is located (APN# 123-110-09) is zoned H-R (Hydroelectric District). This district classification is intended to be applied to land and water areas which are used or are suitable for use for the storing and releasing of water for hydroelectric purposes and all activities incidental thereto, e.g., agricultural irrigation, recreation, flood control, etc... (Ord. 467 § 59, 1984). Recreational activities consistent with the primary purpose of hydroelectric project,

including docks are an allowable use by right under the H-R zoning (Section 18.74.030 (3)). Therefore, the proposed recreational improvements are allowed by right.

Furthermore the proposed improvements are exempt from CEQA under Section 15304, which exempts minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

Reasons Why Project is Exempt:

The Honey Lake Valley Resource Conservation District (HLV RCD) has reviewed the wildlife, botany, and archaeological reports prepared by resource specialists and has determined that the project's implementation will result in multiple benefits for improved recreational opportunities at MMR. There will be no significant adverse impacts on endangered, rare, or threatened species or their habitats. There are no hazardous materials at or around the project site. Tribal governments and organizations have been consulted and the project has been designed to avoid any impacts to tribal resources. There are no archaeological resource sites within the project area. The project will not result in cumulatively significant impacts. The Project will have no significant adverse effect on the environment.

Public Agencies that will be involved with the project:

California Public Utilities Commission (CPUC) - RESPONSIBLE AGENCY

Lead Agency Contact Person:

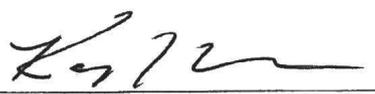
Kayla Meyer, District Manager
Honey Lake Valley Resource Conservation District
530-257-7271

Signature:  Date: 1/23/20
Jesse Claypool, Chairman
Honey Lake Valley Resource Conservation District

ATTEST:

I Kayla Meyer, Clerk of the Board of Directors, Honey Lake Valley Resource Conservation District, do hereby certify that the Honey Lake Valley Resource Conservation District approved this Notice of Exemption on the 23rd day of January, 2020 by the following vote:

Ayes: 4
Noes: 0
Abstentions: 0
Absent: 0


Kayla Meyer, Clerk of the Board of Directors
Honey Lake Valley Resource Conservation District
Indian Ole Dam Public Enhancement Project CEQA CE

**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
International Power Technology

Intertie

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