

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6522E
As of April 8, 2022

Subject: Proposed New Lease to Marina View Heights Association; Bass Lake, County of Madera
Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 03-09-2022

Date to Calendar: 03-11-2022

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	04-08-2022

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



March 9, 2022

Advice 6522-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Proposed New Lease to Marina View Heights Association; Bass Lake, County of Madera – Request for Approval Under Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company (PG&E or the Company) requests Public Utilities Commission (Commission) approval under Public Utilities Code Section 851 and General Order 173 to replace an existing license with a new 10-year lease agreement with the Marina View Heights Association (MVHA). The new lease agreement will include the addition of security fencing along County Road 274 to eliminate current vandalism issues.¹

PG&E has inspected the proposed lease area and proposed fencing and has determined that it will not interfere with PG&E's operations or PG&E's ability to provide safe and reliable service and will not be adverse to the public interest.

Background

MVHA is currently licensed to use and occupy approximately 4.8 acres of PG&E lands for recreational type activities including, but not limited to, the attachment of six community type boat docks (containing a total of 89 existing slips; and three future slips to be added), a boat launching ramp, a boat and trailer storage area, access to Bass Lake, picnicking, sunbathing and the continued use of existing structures (portable restrooms, etc.). This license allows residents who live in this community to have a designated area to enjoy along the shoreline and a place to store and launch their boats. The lease area is well managed by MVHA. However, they have experienced vandalism issues by unauthorized visitors. The security fence is being proposed to help eliminate others from parking illegally along County Road 274 to access this area of the lake, use the lease area without permission and vandalize the area.²

¹ See Attachment 1 – Marina View Lease Agreement

² See Attachment 2 – Marina View Fence Site Plan

MVHA has been under a license agreement with PG&E since September 1962. The most recent license agreement expired in 2010.³ MVHA has continued to occupy the lease area on a holdover tenancy, paying rent to PG&E under the terms of the license agreement. In order to be consistent with other lease agreements around Bass Lake that are allowed to have permanent structures, PG&E has determined that this use should be permitted under a lease rather than a license. PG&E is also increasing the annual rents to be consistent with leases of similar use and bring them up to fair market value.

PG&E requests that the Commission approve this advice letter to implement a new 10-year lease agreement, which will include the installation of metallic type fencing along the northeasterly boundary line of PG&E lands adjoining Madera County Road 274.

Tribal Lands 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 proposed lease agreement 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
Mr. Steven Frank
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 971-5091
Facsimile: (415) 973-5520
Email: steven.frank@pge.com

Marina View Heights Association
Mr. Ken Farfsing, President
P. O. Box 605
Bass Lake, CA 93604
Telephone: (626) 588-7156 (Cell)
Email: kcf817@aol.com

³ See Attachment 3 – 2007 License to MVHA

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

The lease area is located on a portion of Madera County Assessor's Parcel Number 059-153-012; and a portion of SBE 135-20-016-3; located in the south half of the northwest quarter of Section 25, Township 7 South, Range 22 East, Mt. Diablo Base and Meridian, lying one (1) foot above the high-water mark. The lease area is a piece of non-operating lands lying within the Federal Energy Regulatory Commission Project Boundary Number 1354. This land is currently used for recreational purposes by the Marina View Heights Association.

(c) Intended Use of the Property:

Other than the addition of the security fence, there will be no change in use of the property. The property will continue to be used for recreational type activities as stated above.

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

The annual rents for the proposed lease will increase from the \$9,257 paid today under the license to amounts varying from \$16,941 to \$22,104 over the course of the ten-year term. An internal valuation estimate determined fair market rent for this use to be approximately \$60,000 per year.⁴ PG&E set the figures in the lease agreement as a fair compromise for the existing user, substantially increasing current annual rents and moving closer to market value.

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

Funds will be treated by PG&E as miscellaneous/other revenue.

(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 agreement 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.

⁴ See Attachment 4 – Marina View Valuation Estimate

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

The annual rental amounts shown in paragraph (d) above was determined by other comparable leases in the area. This valuation methodology analysis was made by PG&E appraisers based on a time of use period. See Attachment 4 – Marina View Valuation Estimate from internal PG&E appraiser.

(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:

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

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

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

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

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

PG&E does not believe any additional information is necessary for the review of the Advice Letter.

(m) Environmental Information:

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because:

(a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

The only physical change as a result of the proposed transaction is the addition of the security fence, which falls under a categorical exemption under CEQA Section 15303(e) (exempting accessory structures including fences). There are no exceptions to the exemption under Section 15300.2 that would apply to the proposed fencing.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than March 29, 2022, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
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 and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on April 8, 2022, which is 30 days from the date of submittal.

******* SERVICE LIST for Advice 6522-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

*****3rd Parties*****
Marina View Heights Association
Mr. Ken Farfsing, President
P. O. Box 605
Bass Lake, CA 93604
Telephone: (626) 588-7156 (Cell)
Email: kcf817@aol.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) #: 6522-E

Tier Designation: 2

Subject of AL: Proposed New Lease to Marina View Heights Association; Bass Lake, County of Madera – Request for Approval Under Section 851 and General Order 173

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

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:

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Attachment 1

Marina View Lease Agreement

2207-22-_____

LEASE AGREEMENT

This Lease Agreement for use of a recreational area (this “**Lease Agreement**”) is made and entered into this _____ day of _____, 20____ (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E,**” and MARINA VIEW HEIGHTS ASSOCIATION, a California corporation, hereinafter called “**Lessee.**”

R E C I T A L S:

A. PG&E owns the real property commonly known as Bass Lake (Crane Valley Reservoir), Assessor’s Parcel Number 059-153-012, State Board of Equalization No. 135-20-016-3, hereinafter called the “**Property,**” located in the County of Madera, State of California.

B. PG&E and Lessee previously entered into (i) a License Agreement (LD# 2207-22-1251), dated May 17, 2000, which expired on April 30, 2003; and (ii) a first amendment to license agreement (LD# 2207-22-1342) dated January 29, 2007, which expired on April 30, 2010. PG&E has allowed Lessee to remain on a holdover tenancy since April 30, 2010, subject to the terms and conditions of the said License Agreement dated May 17, 2000, and said first amendment to license agreement dated January 29, 2007.

C. Lessee wishes to use a portion of the Property for recreational purposes, containing approximately 4.8 acres of land, as shown on **EXHIBIT “A”** attached hereto and by this reference made a part hereof (“**Lease Area**”).

D. PG&E is willing to lease to Lessee, subject to the terms and conditions set forth below.

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

1. Allowed Use of Premises. The Lease Area shall be used for the purpose of lake shore recreational activities including, but not limited to, access to Bass Lake, picnicking and sunbathing, along with the attachment of six (6) boat docks (containing up to 92 slips), a boat launching ramp, a boat and trailer storage area, portable restrooms, , and security fencing along County Road 274, in the manner shown on **EXHIBIT “B”**, consisting of 3 sheets, attached hereto and by this reference made a part hereof, hereinafter referred to as “**Allowed Uses**”. Lessee shall not transport or store materials, including, without limitation, any Hazardous Substances, as defined in Section 8(b) below. Lessee shall not use or permit the use of the Lease Area in any manner that would tend to create waste or a nuisance. All of Allowed Uses shall be performed at Lessee’s sole cost and expense. This Lease Agreement gives Lessee a lease only and does not constitute a grant by PG&E of any ownership, easement or other similar Lease Area

interest or estate.

2. Rent. Lessee shall pay to PG&E, at the address set forth herein, or at such other place as PG&E shall designate in writing, PG&E's standard administrative and processing fee of One Thousand dollars (\$1,000.00) plus the first annual rental payment of Sixteen Thousand Nine Hundred Forty-One dollars (\$16,941.00) for a total of Seventeen Thousand Nine Hundred Forty-One dollars \$17,941.00 (the "**Lease Fee**") made payable concurrently with the execution of this lease and thereafter on or before the anniversary of the Effective Date of this Lease Agreement as set forth below. This Lease Agreement shall not become effective until the first annual rental fee has been received. PG&E recognizes receipt of the previous annual rental payment of \$9,257.00 which covers the Annual Rental period of May 1, 2018 to April 30, 2019.

<u>Period</u>	<u>Annual Fee</u>
From 5-1-2019 to 4-30-2020	\$16,941.00
From 5-1-2020 to 4-30-2021	\$17,449.23
From 5-1-2021 to 4-30-2022	\$17,972.71
From 5-1-2022 to 4-30-2023	\$18,511.89
From 5-1-2023 to 4-30-2024	\$19,067.24
From 5-1-2024 to 4-30-2025	\$19,639.26
From 5-1-2025 to 4-30-2026	\$20,228.44
From 5-1-2026 to 4-30-2027	\$20,835.29
From 5-1-2027 to 4-30-2028	\$21,460.35
From 5-1-2028 to 4-30-2029	\$22,104.16

3. Lessee's Improvements. Lessee shall not perform any grading, paving or install any alterations, facilities or improvements in, on, under or over the Lease Area or deposit or remove soil or gravel from or on the Lease Area. Lessee shall not perform any activities beyond Lessee's Activities specifically authorized by this Lease Agreement without the prior written consent of PG&E, which consent shall be in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable legal requirements of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the FERC. All existing facilities within the Lease Area at the time of the Effective Date shall be deemed approved by PG&E.

4. Conservation Documents.

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

(1) PG&E is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by 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 may convey fee title to the Lease Area to one or more public agencies or qualified non-profit conservation organizations (the "**Successor Lessor**"). In any event, it is anticipated that PG&E (either in connection with the conveyance of fee title or in lieu of such conveyance) or Successor Lessor will grant a conservation easement or easements (the "**Conservation Easement**") over part or all the Lease Area to one or more public agencies or qualified non-profit conservation organizations (the "**Easement Grantee**"). In connection with a conveyance of fee title to Successor Lessor, PG&E shall assign its right, title and interest under this Lease as to the Lease Area to Successor Lessor, and Successor Lessor shall assume the obligations of PG&E hereunder. All references in this Lease to "PG&E" shall be deemed to include Successor Lessor from and after the date Successor Lessor becomes the owner of fee title to the Lease Area.

(8) Concurrently with the conveyance of the Conservation Easement (and the conveyance of fee title, if applicable), it is anticipated that the Easement Grantee and PG&E or Successor Lessor 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 Agreement or otherwise.

(c) Without in any way limiting PG&E's rights under Section 3 above, PG&E may terminate this Lease Agreement under Section 5 below, 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 Agreement, 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 Agreement concerning the Lease Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section 4, 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 Agreement, 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 Agreement. This Lease Agreement 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 Agreement. 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 4. 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 Agreement 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 4, and to further document the provisions of this Lease Agreement that will continue in effect between Lessee and PG&E, as a third-party beneficiary.

(e) This Section 4 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 4.

(LESSEE TO INITIAL HERE) _____

5. Term; Termination; Surrender. This Lease Agreement shall be for a term of ten (10) years commencing on May 1, 2019, and expiring on April 30, 2029, (“**Expiration Date**”), unless sooner terminated (the "**Term**"). Provided, however, that PG&E may terminate this Lease Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the “CPUC”), upon forty-five (45) days written notice to Lessee. Upon the expiration or termination of this Lease Agreement, Lessee shall remove all vehicles and personal property of Lessee and Lessee's Representatives, hereinafter defined in Section 7(d), remove all debris and waste material resulting from Allowed Uses, 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 any termination of this Lease Agreement. In the event Lessee fails to comply with the requirements of this Section, PG&E may elect, at Lessee's expense, to remove such vehicles, 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. Lessee's obligations under this Section shall survive the expiration or termination of this Lease Agreement.

6. Taxes. In addition to all other sums to be paid by Lessee hereunder, Lessee shall pay, before delinquency, any and all taxes allocable to the Term on the improvements, alterations, equipment, furniture, fixtures, merchandise, and other personal property located at or in the Lease Area. 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 for the portion of such expense attributable to the improvements, alterations, equipment, furniture, fixtures, merchandise, and other personal property within thirty (30) days of receipt of an invoice therefor.

7. Use.

(a) Lessee acknowledges and agrees that (i) the primary use of the Property is for generation of hydroelectric power; (ii) lake levels can vary dramatically according to PG&E's operational needs, consistent with applicable Federal Energy Regulatory Commission ("FERC") license requirements; and (iii) Lessee has no right to demand, and PG&E has no obligation to maintain, any water levels, adjacent or connecting roadways or other points of interest desirable to Lessee. PG&E shall have the right in PG&E's sole

judgment to use, occupy, modify and improve the Lease Area for PG&E's operational purposes, regardless of the presence of improvements or occupancy of the area affected, and in such event PG&E will not be liable to Lessee for any amount whatsoever with respect to any personal injury or damage to the personal property which may be located on the Lease Area. In no event shall PG&E be liable for damages by reason of loss of profits, business interruption or other consequential damage arising from PG&E's operational use.

(TENANT TO INITIAL HERE _____)

(b) The Premises shall be for Lessee's Allowed Use as set forth in paragraph 1 above and for no other purpose without PG&E's written consent, which may be granted or withheld by PG&E in its sole and absolute discretion. Lessee acknowledges that PG&E has made no representation to Lessee regarding the fitness or suitability of the Premises or Improvements for Lessee's Allowed Use.

(c) Lessee shall be solely responsible for the proper disposal of all regular trash, debris of any type, yard trimmings, etc. The regular trash, debris of any type, yard trimmings, etc. shall not be disposed of in the lake or on the Lease Area. Lessee shall maintain the Lease Area in a safe and orderly condition, and shall not permit either waste, injury or removal of trees, shrubbery or other property upon or a part of the Lease Area, except such injury or removal as may be necessary to continually maintain the Lease Area in a safe good condition. Lessee shall at lessee's sole cost and expense remove any trees which exist in a decadent or hazardous condition or become hazardous to persons or property (and subject to PG&E's prior review and approval). In instances where timber or tree removal is necessary to maintain the premises in a safe condition, Lessee agrees, if circumstances permit, to notify PG&E's Land Management Office at the location hereinafter specified at least 7 days prior to taking remedial action. Further, Lessee agrees to comply, at Lessee's sole cost and expense, with those conditions recited in State of California Public Resources Code 4291 concerning the clearing of flammable materials from the areas around buildings or structures.

(d) Subject to the limitation set forth in this paragraph, Lessee is hereby granted permission by PG&E to use the existing roads on the leased area for the sole purpose of ingress and egress to the Lease Area, in their then existing "AS IS" condition, weather permitting, at Lessee's sole risk. PG&E has no obligation to maintain any and all roads, and PG&E reserves the right to close any and all roads on the Lease Area at any time when necessary for PG&E's utility-related operations, to protect the roads, the environment, or human health and safety, or for any other legitimate business reason, at PG&E's sole and absolute discretion, despite the fact that such closure may prevent Lessee or Lessee's employees, agents, contractors, licensees, invitees or visitors ("**Lessee's Representatives**") from accessing or departing the Lease Area. Furthermore, PG&E has no responsibility whatsoever to assure that there are roads available for ingress or egress to the leased area, and PG&E shall not be responsible for clearing roads on the leased area of snow, fallen trees or debris or maintaining the surface of any roads that may provide ingress and egress to the leased area.

(e) Lessee acknowledge PG&E's right, in PG&E's sole judgement, to flood any portion of the Lease Area by raising the water level of Bass Lake, and in such event PG&E shall not be liable for damages or otherwise, either to Lessee or Lessee's Representatives to any one claiming under Lessee, with respect to any building or other

structures which may therefore have been placed on the portion of said Lease Area as may be so flooded.

(f) Lessee and Lessee's Representatives, shall not do or permit to be done in, on, onto or about the Lease Area, nor bring into or keep in or permit to be brought into or kept therein, anything which is prohibited by or will in any way conflict with any legal requirements now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire and extended coverage insurance policy, or will in any way increase the existing rate of or affect any fire or other insurance, or cause a cancellation of any insurance policy covering the leased area. Lessee and/or Lessee's Representatives shall not commit or suffer to be committed any waste in, on, or about the premises, nor shall Lessee and/or Lessee's Representatives cause or permit objectionable noises or odors to emanate from the Lease Area, or cause, maintain or permit in, on or about the Lease Area any nuisance or other act or condition which may in any way injure or annoy, disturb the quiet enjoyment of, or obstruct or interfere with the rights of, any occupant of the surrounding area or the Lease Area, nor shall Lessee and/or Lessee's Representatives use or allow the Lease Area to be used for any improper, immoral, unlawful or objectionable purpose, as determined by PG&E in PG&E's sole and absolute discretion.

(g) Lessee's use of the Lease Area shall also be governed by any applicable FERC orders or directives and any applicable terms and conditions of PG&E's FERC licenses for the properties for any FERC Project in, around or adjacent to FERC governed facilities, including, without limitation, (i) the use of the Lease Area by Lessee and/or Lessee's Representatives shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use, and (ii) the Lessee shall take all reasonable precautions to ensure that the operation, use and routine maintenance of the Improvements on the Lease Area will occur in a manner that will protect the scenic, recreational, economic, and environmental values of the project. Lessee shall not in any way interfere or permit any interference with PG&E's use of its property as required under its FERC License. The FERC may require PG&E to terminate this Lease as to any portion of the Lease Area that is governed by the FERC or otherwise may require that any portion of the Lease Area governed by the FERC be used in a manner wholly or partially incompatible with Lessee's Allowed Use. PG&E shall have the right, in PG&E's sole and absolute discretion, (iii) to temporarily or permanently construct, reconstruct, maintain, operate and use the Lease Area, the where defined Improvements or any portion thereof or any facilities thereon or (iv) to terminate this Lease as to the entire Lease Area or as to any portion thereof, as PG&E deems appropriate or necessary to comply with PG&E's obligations under its FERC License. If PG&E desires to take any or all of the actions set forth under (iii) and (iv) above, PG&E shall give Lessee at least one hundred and eighty (180) days' prior written notice to that effect.

(h) Lessee and the Lessee's Representatives shall not in any way interfere or permit any interference with PG&E's use of its Property. Interference shall include, but not be limited to, any activity by Lessee and/or Lessee's Representatives that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112F (Gas), or 128 (Underground Electric) of the CPUC or any other applicable provisions of the laws and regulations of the State of California or other governmental agencies (whether federal or state). 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 in no event closer than ten (10) feet to any energized electric conductors or appliances. Lessee shall not drill, bore, or excavate without the prior written consent of PG&E, which consent may be withheld at PG&E's sole and absolute discretion.

(i) Lessee shall not install any signs without the prior written approval of PG&E, including approval of complete plans and specifications for each such sign. Lessee acknowledges that PG&E's approval may be given or withheld in PG&E's sole and absolute discretion. Lessee shall not install or erect any flashing or blinking illuminated signs, neon signs or signs constructed from any non-durable material.

(j) Lessee and/or Lessee's Representatives may not use any water from any PG&E owned reservoir or waterway or from any other source, except for Lessee's domestic use and only from the following sources: (i) existing sources on Lessee's lands, (ii) such other water source approved in writing by PG&E, which permission shall be at PG&E's sole and absolute discretion. PG&E makes no representation or warranty regarding the quality, availability, quantity of water or the potability of water, and Lessee and Lessee's Representatives use such water at their own risk. Lessee and/or Lessee's Representatives agrees to use prudent and industry accepted methods of controlling and monitoring such water use, and Lessee and/or Lessee's Representatives shall not allow waste or excess run-off of water.

(k) Lessee shall not permit any disorderly conduct or nuisance to exist on the Lease Area. Further, Lessee shall not permit any portion of the Lease Area to be used for industrial or commercial purposes.

(l) If PG&E determines that Lessee's activities in any way endanger, or reasonably could be anticipated to endanger, the Lease Area, utility facilities, the environment, or the health or safety of any person or persons, PG&E may, at PG&E's sole discretion, temporarily halt Lessee's use and activities until proper and appropriate protective measures may be taken to eliminate such endangerment. PG&E's right to halt activities shall not in any way affect or alter Lessee's obligations under this Lease, nor shall it release Lessee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment.

Lessee and/or Lessee's Representatives shall be responsible for all costs whatsoever associated with the Allowed Use and/or their respective personal properties.

8. Condition of the Premises. Lessee accepts the Lease Area "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 Lease Area. Lessee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Lease Area:

(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:

- i. 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
 - ii. 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
 - iii. the presence of which on the Premises poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or to the environment; or
 - iv. which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
 - v. which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
 - vi. 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 Lease Area and all matters affecting the suitability of the Lease Area for the

Allowed Uses permitted by this Lease Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

9. 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 Allowed Uses or Lessee's use or occupancy of the Lease Area; 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 Lease Area (collectively, "**Legal Requirements**") regardless of when they become effective, insofar as they relate to Allowed Uses or the use or occupancy of the Lease Area by Lessee and Lessee's Representatives, all laws, rules, and regulations, whether Federal, State, County or City, relating to the occupancy or use of said Lease Area.

(b) 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 Lease Area, or to the occurrence of any contamination or suspected contamination on, within or underlying the Lease Area. 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.

10. 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 Allowed Uses, or the entry on, occupancy or use of, the Lease Area 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 Agreement, 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 Lease Area); (ii) injury to Lease Area 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; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole

negligence or willful misconduct of such Indemnitee. 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 Lease Area 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's use of the Lease Area shall be at Lessee's sole risk and expense. 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"**.

11. Compliance; Safety; Insurance. Lessee shall obtain, at Lessee's sole cost and expense, any and all necessary permits, authorizations and approvals applicable to Allowed Uses and to evidence compliance with all Legal Requirements. Lessee shall procure, carry and maintain in effect throughout the Term of this Lease Agreement, 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 "C"** and by this reference made a part hereof.

12. Required Access Disclosure. PG&E hereby advises Lessee that the Lease Area has not undergone an inspection by a certified access specialist, and PG&E shall have no liability or responsibility to make any repairs or modifications to the Lease Area in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

"A Certified Access Specialist (CASp) can inspect the subject Lease Area and determine whether the subject Lease Area comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Lease Area, the commercial property owner or PG&E may not prohibit the lessee from obtaining a CASp inspection of the subject Lease Area for the occupancy or potential occupancy of the lessee, if requested by the lessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Lease Area" [Cal. Civ. Code Section 1938(e)].

Any CASp inspection shall be subject to Lessor's prior written consent.

13. 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 standard U.S. mail or by registered or certified mail, return receipt requested:

Manager, Hydro Support
PG&E Land Management
111 Stony Circle
Santa Rosa, CA 95401-9599

With a copy to:

Law Department
Pacific Gas and Electric Company
P. O. Box 7442
San Francisco, CA 94120
Attn: Lead Counsel, Environmental and Real Estate
Telephone: (415) 973-7503

If to PG&E by personal delivery or overnight courier:

Manager, Hydro Support
PG&E Land Management
111 Stony Circle
Santa Rosa, CA 95401-9599

With a copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Lead Counsel, Environmental and Real Estate
Telephone: (415) 973-7503

Hydro Land Agent
PG&E Land Management
1455 E. Shaw Avenue, Bag 23
Fresno, CA 93710-8001
Telephone: (559) 263-5151

If to Lessee:

President
Marina View Heights Association
P. O. Box 605
Bass Lake, CA 93604

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

15. Entire Agreement. This Lease Agreement 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 Agreement may not be amended except by a written agreement executed by both parties.

16. Binding Effect. This Lease Agreement 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 Agreement.

17. Assignment and Subletting. Lessee shall not assign, sublet or otherwise transfer this Lease Agreement or any interest herein, permit the Lease Area or any part thereof to be used or occupied by anyone other than Lessee or any portion thereof without the written consent of PG&E which consent may be withheld in PG&E's sole discretion. No consent granted by PG&E shall be deemed to be a consent to any subsequent assignment or transfer, lien, or encumbrance, sublease, or occupancy. Any assignment, sublease, transfer or occupancy without PG&E's prior written consent shall be void.

18. 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.

19. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Lease Area or portion thereof to the general public, or for any public use or purpose whatsoever.

20. 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.

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

22. Authority; Execution; Conditions to Effectiveness. The parties and the individuals executing this Lease Agreement on behalf of the parties, each represent, by executing this Lease Agreement, that he or she is duly authorized to do so and to bind the respective party to its terms.

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

“PG&E”

“Lessee”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

MARINA VIEW EIGHTS ASSOCIATION,
a California corporation

By: _____
Sarah Hug
Manager
Hydro Support

By: _____

Its: _____

Date: _____

Date: _____

EXHIBITS “A” , “B” and “C” attached

PG&E ADMINISTRATIVE BLOCK

Attach to LD: 2207-22-_____

Area, Region or Location: 4, SJVR, South Valley

Land Service Office: Fresno

Line of Business: Hydro (24)

Business Doc Type: Conveyances Out

MTRSQ: 22.07.22.25.24, 22.07.22.25.34

FERC License Number: 1354

PG&E Drawing Number:

Plat No.: NA

LD of Affected Documents: 2207-22-1251 & 1342

LD of Cross Referenced Documents: NA

Type of interest: Agreements (56), Leases from PGE (11L), Licenses from PGE (68), Permits from PGE (11P)

SBE Parcel: 135-20-016E-3

% Being Quitclaimed: NA

Order or PM: 2047419

JCN: NA

County: Madera

Utility Notice Number: NA

851 Approval Application No: 03-05-012; Decision: 04-07-021 July 8, 2004 (Decision 256)

Prepared By: jjw2

Checked By: r9m1/aeco

Approved By: s2p0/smtk

Revised by:

EXHIBIT "A" - LEASE AREA

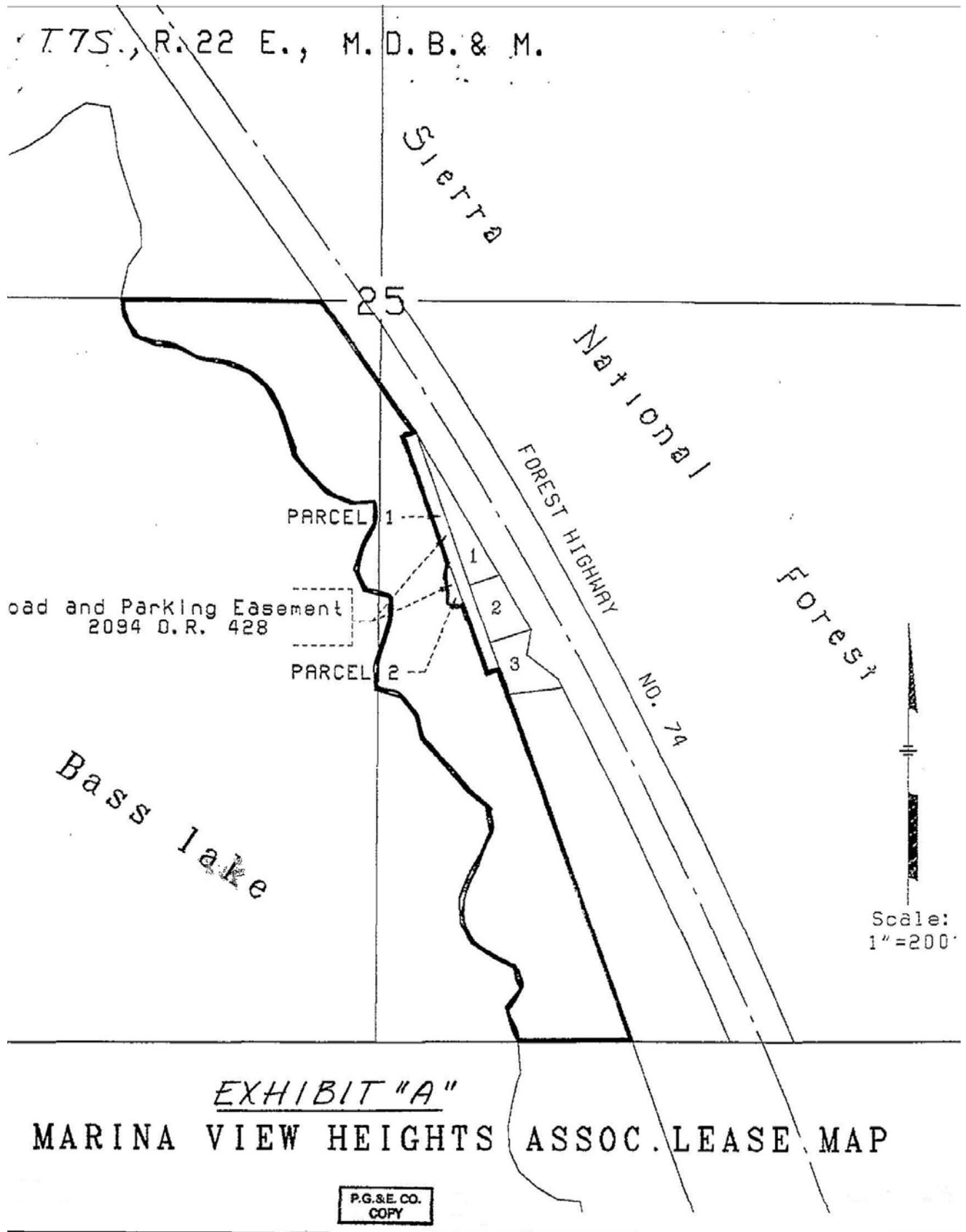
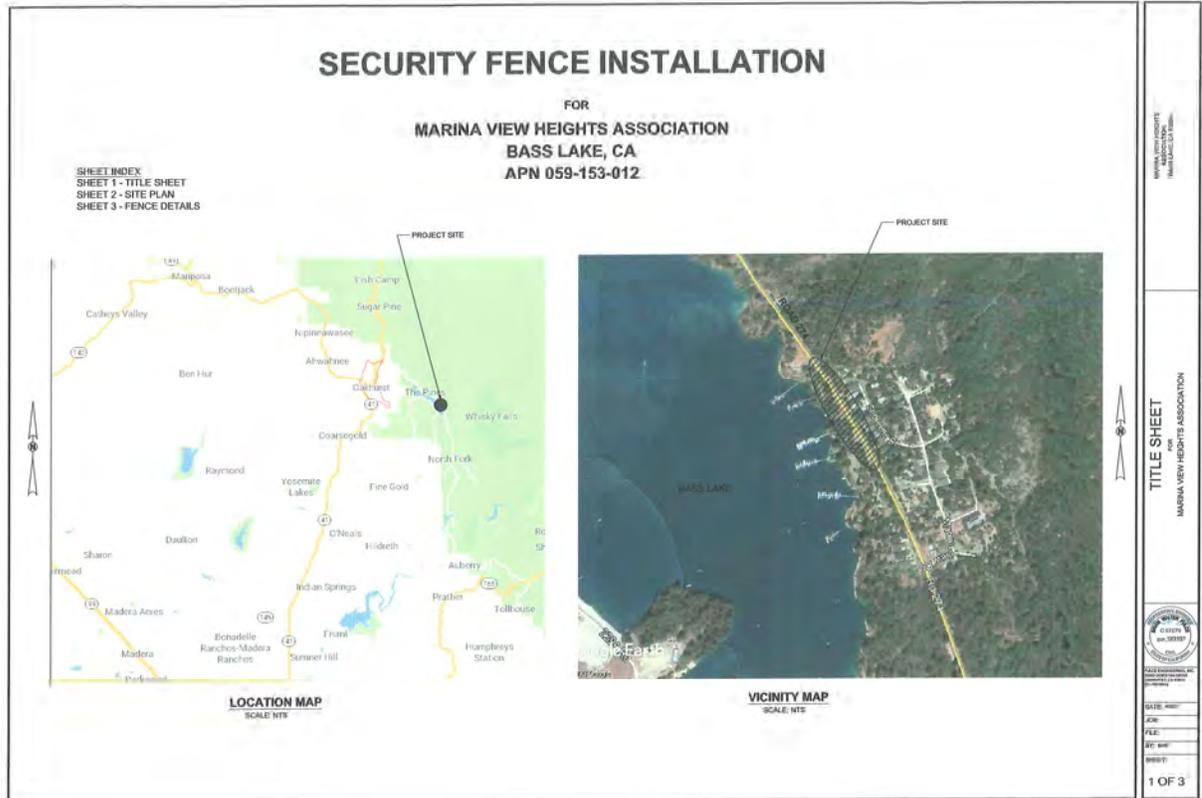


EXHIBIT "B" – SECURITY FENCING

(Consisting of 3 sheets)





PHASE 2
LOCATIONS OF NEW 6' HIGH PVC COATED CHAIN LINK FENCE LOCATE TO OFF BACK OF ASPHALT CURB. BRACE LOCATION TO BE DETERMINED IN THE FIELD. SEE DETAIL 1.

NEW FENCE TO CONNECT TO EXISTING GATE

EXISTING AUTOMATIC GROUND GATE

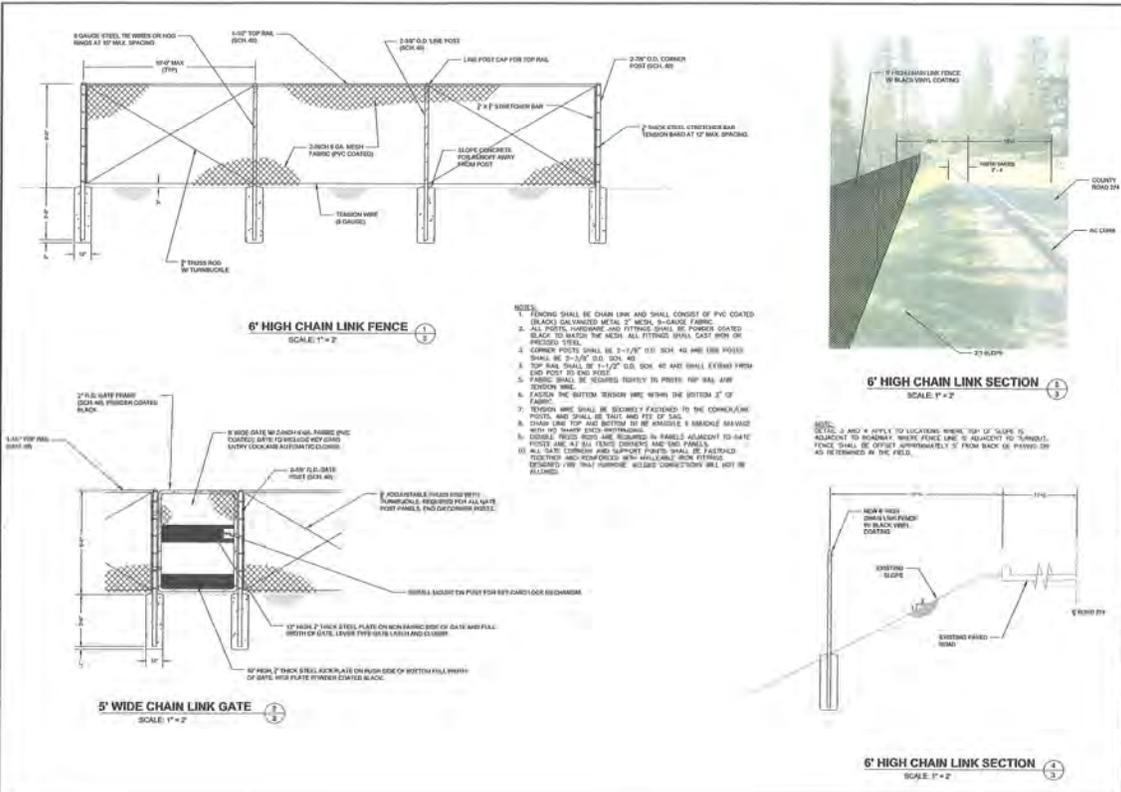
GENERAL NOTES:
1. SHALL NOT BE IN CONFLICT WITH EXISTING UTILITIES. ALL MARKED LOCATIONS SHALL BE CORRECT WITH CONSTRUCTION MARKS.
2. BOUNDARY OF OVERHEAD POWER LINES, BELLARIE, TELEPHONE, CABLE, AS WELL AS ALL UTILITIES TO BE ACCORDANCE WITH MARINA VIEW HEIGHTS SUBDIVISION PERMIT.

SITE PLAN
SCALE: 1" = 40'

LEGEND

- PROPERTY LINE (PROCESSED PHASE AND BOUNDARY LINE)
- ADJACENT PROPERTY LINE
- ROAD-TO-WAY DEMISELIM
- NEW FENCE
- AREA OF POSSIBLE EROSION OR POLE-HOLE FORMS
- EXISTING BOUNDARY MAY PROBABLY GRANTED TO MARINA COUNTY PER REC. 454 PLS. FOR REC. 454

MARINA VIEW HEIGHTS SUBDIVISION
 MARINA VIEW HEIGHTS ASSOCIATION
SITE PLAN
 FOR
 MARINA VIEW HEIGHTS ASSOCIATION
 DATE: 08/11/2011
 FILE: 11-00001
 BY: JMM
 SHEET: 2 OF 3



6' HIGH CHAIN LINK FENCE
SCALE: 1" = 2'

- NOTES:
1. FENCING SHALL BE CHAIN LINK AND SHALL CONSIST OF PVC COATED (BLACK GALVANIZED METAL) 2" MESH 36-INCH FABRIC.
 2. ALL POSTS, HORIZONTAL AND VERTICAL SHALL BE POWER COATED BLACK TO MATCH THE MESH. ALL FITTINGS SHALL BE GALV. OR PREZINCED STEEL.
 3. CORNER POSTS SHALL BE 2-1/2" O.D. SCH. 40 AND END POSTS SHALL BE 2-1/2" O.D. SCH. 40.
 4. TOP RAIL SHALL BE 2-1/2" O.D. SCH. 40 AND SHALL EXTEND FROM END POST TO END POST.
 5. FABRIC SHALL BE SECURED TIGHTLY TO POSTS, TOP RAIL AND STRETCHER BAR.
 6. FASTEN THE BOTTOM STRETCHER BAR WITHIN THE BOTTOM 3" OF FABRIC.
 7. STRETCHER BAR SHALL BE SECURELY FASTENED TO THE CORNER/LINK POSTS AND SHALL BE TRUED AND SET TO TIGHT.
 8. CHAIN LINK TOP AND BOTTOM TO BE AVAILABLE 8' BROADWAY BRIDGE WITH 10' SPACING AND 10' SPACING IN PARALLEL ADJACENT TO EACH OTHER.
 9. GROUND STRENGTH SHALL BE SECURED IN PARALLEL ADJACENT TO EACH OTHER AND AT ALL FENCE CORNERS AND END PANELS.
 10. ALL GATE CORNERS AND SUPPORT POSTS SHALL BE 3" GALV. STEEL TUBING AND REINFORCED WITH HOLLOW END FITTINGS. TUBING END FITTINGS SHALL BE 100% WELDED. CONNECTION SHALL NOT BE ALLOWED.

6' HIGH CHAIN LINK SECTION
SCALE: 1" = 2'

NOTES:
SECTION 3 AND 4 APPLY TO LOCATIONS WHERE TOP OF "SLOPE" IS ADJACENT TO ROADWAY. WHERE FENCE LINE IS ADJACENT TO "TERRACE", FENCE SHALL BE OFFSET APPROXIMATELY 5' FROM BACK OF FENCE OR AS DETERMINED IN THE FIELD.

5' WIDE CHAIN LINK GATE
SCALE: 1" = 2'

6' HIGH CHAIN LINK SECTION
SCALE: 1" = 2'

MARINA VIEW HEIGHTS SUBDIVISION
 MARINA VIEW HEIGHTS ASSOCIATION
FENCE DETAILS
 FOR
 MARINA VIEW HEIGHTS ASSOCIATION
 DATE: 08/11/2011
 FILE: 11-00001
 BY: JMM
 SHEET: 3 OF 3

EXHIBIT C

INSURANCE REQUIREMENTS

Lessee shall procure, carry and maintain the following insurance coverage, and Lessee is also responsible for the compliance of Lessee'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 Lessee or any other obligation or liability under the License Agreement, and (b) be endorsed to specify that the Lessee'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 1 "any auto".
2. The limit shall not be less than \$2,000,000 each accident for bodily injury and property damage.

C. Watercraft

If watercraft or personal watercraft (PWC) is stored or used, Lessee shall carry liability insurance in an equal amount covering the legal liability of Lessee in connection to the storage, use and operation of the watercraft/personal watercraft. The liability coverage shall be at least as broad as ISO Endorsement HO 24 75, ISO policy form WT 00 01 (if coverage is written on a separate form), or a substitute form providing equivalent coverage.

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 \$1,000,000 for injury or death, each accident.

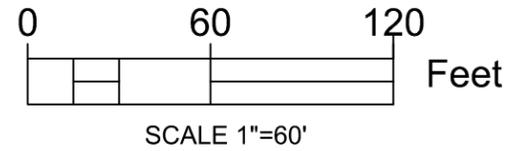
E. Additional Insurance Provisions

1. Upon execution of this Agreement, Lessee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Lessee.
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. Lessee shall furnish PG&E the same evidence of insurance for Lessee's agents, consultants, contractors or subcontractors as PG&E requires of Lessee, prior to entry onto the Property by such parties.

Attachment 2

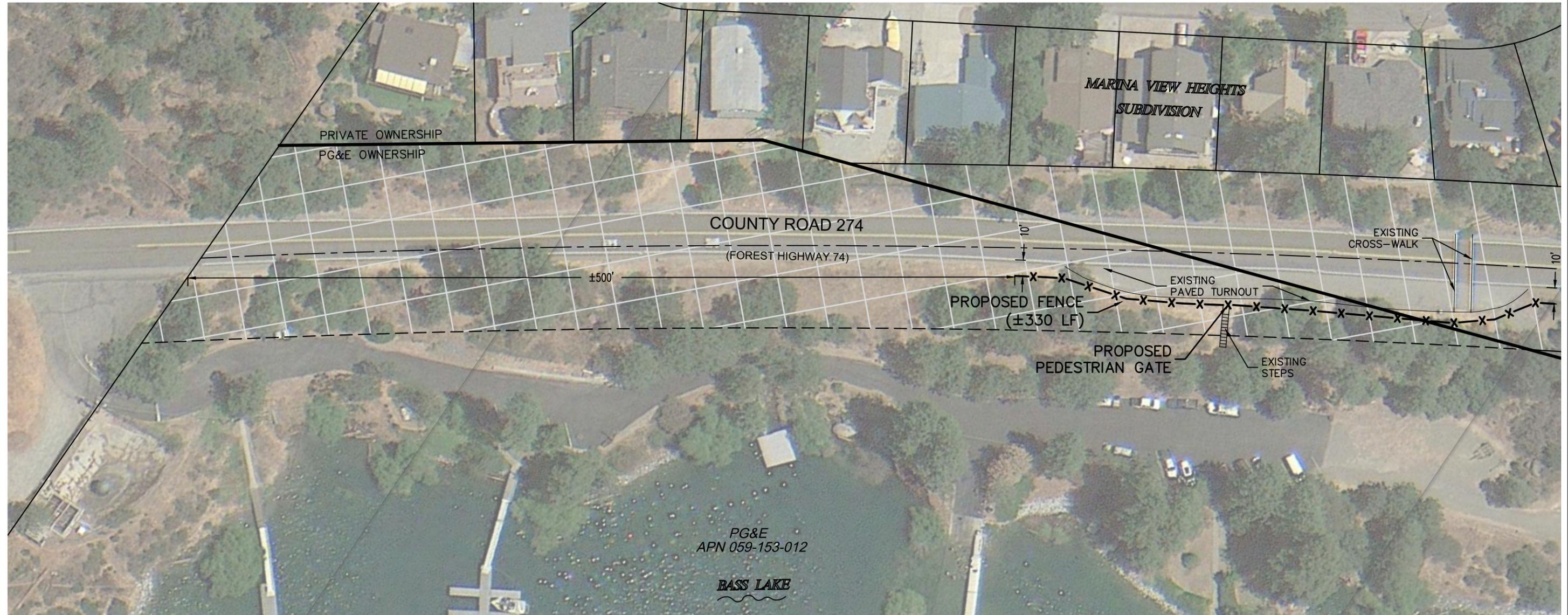
Marina View Fence Site Plan



SITE PLAN

FOR
MARINA VIEW HEIGHTS
ASSOCIATION

LOCATED IN A PORTION OF THE S. 1/2 OF THE
NW 1/4 OF SECTION 25, TOWNSHIP 7 SOUTH,
RANGE 22 EAST, M.D.B.&M.



LEGEND

- | | | | |
|--|---|--|--|
| | PROPERTY LINE SEPARATING PG&E AND PRIVATE LANDS | | AREA OF POSSIBLE COUNTY RIGHT-OF-WAY
NO DOCUMENT OF RECORD FOUND |
| | ADJOINING PROPERTY LINE | | EXISTING RIGHT-OF-WAY PREVIOUSLY
GRANTED TO MADERA COUNTY PER
BK. 825, PG. 170, M.C.O.R. |
| | RIGHT-OF-WAY CENTERLINE | | |
| | PROPOSED FENCE | | |

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

DATE: 08/13/18 BY: NAV

FILE:J:\CAD\2018Z\18-129\Drawings\MOS.dwg

Attachment 3

2007 License to MVHA

**FIRST AMENDMENT TO
LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "Amendment"), dated JAN. 29th, 2007, for reference purposes only, is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("PG&E"), and **MARINA VIEW HEIGHTS ASSOCIATION**, a California corporation ("Licensee"). PG&E and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. The Parties entered into that certain License Agreement (the "Original License"), dated May 17th, 2000, pursuant to which PG&E granted Licensee permission to occupy, use for lake shore recreational type activities including, but not limited to, attachment of boat docks, boat launching, boat and trailer storage, access to Bass Lake, picnicking sunbathing and continued use of existing structures (restrooms, etc.) on property owned by PG&E located at Bass Lake, Madera County (the "Premises"), as more particularly described therein.

B. The term of the Original License expired on April 30, 2003 and PG&E permitted Licensee to hold over under the terms and conditions of the Original License, from May 1, 2003 through April 30, 2007, hereinafter collectively referred to as the "License."

C. The Parties now desire to (i) extend the term of the License for three (3) years, commencing May 1, 2007 and continuing through and including April 30, 2010, (ii) amend the fees payable by Licensee on the terms and conditions set forth in this Amendment.

AGREEMENT

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

1. Effective Date. Unless a different date is expressly specified herein, each of the provisions of this Amendment shall be effective and binding upon the Parties retroactively as of May 1, 2007 (the "Effective Date").

2. Amendments to the License. The License is hereby amended as follows:

2.1 The term of the License Agreement is extended for one (3) years, commencing on May 1, 2007 through and including April 30, 2010 (the "Extension Term") unless earlier terminated pursuant to the provisions of the License.

2.2 The fee for the use of the Premises under the License for the Extension Term is amended to \$8625.00, due and payable in full on May 1, 2007, pursuant to Paragraph 14, Section E of the Original License and thereafter on or before May 1 of each year thereafter as set forth below.

<u>Period</u>	<u>Annual Fee</u>
5/01/2008 to 4/30/2009	\$8936.00
5/01/2009 to 4/30/2010	\$9257.00

3. As Is Condition of Premises. Licensee acknowledges and agrees that its use of the Premises during the Extension Term is a continuation of Licensee's use under the License. Licensee is familiar with the condition of the Premises, and accepts the Premises during the Extension Term in their "as is" condition.

4. Miscellaneous.

4.1 Except as expressly amended, modified or supplemented by this Amendment, all of the terms, conditions and provisions of the License remain in full force and effect and are hereby ratified and confirmed.

4.2. To the extent the terms of the License and this Amendment are inconsistent, the terms of this Amendment shall control.

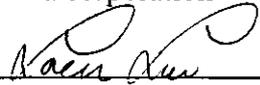
4.3. The submission of this Amendment to Licensee for examination or execution does not create an option or constitute an offer to Licensee to amend the License, on the terms and conditions contained herein, and this Amendment shall not become effective as an amendment to the License unless and until it has been executed and delivered by both PG&E and Licensee. By executing and delivering this Amendment, the person or persons signing on behalf of Licensee represent and warrant that they have requisite authority to bind Licensee.

4.4 This Amendment contains the entire agreement of PG&E and Licensee with respect to the subject matter hereof. It is understood that there are no oral agreements between PG&E and Licensee affecting the License as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between PG&E and Licensee and their respective agents with respect to the subject matter thereof, and none shall be used to interpret or construe the License as amended hereby.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By 
Loren Loo,

Dated 2/16/07

Manager, Land Asset Management
Technical & Land Services

LICENSEE:

By 
Charline Knott, President

Dated 1/29/07

Marina View Heights Association

Area 5
Technical and Land Services
MDB&M, T.07S., R.22E.,
Section 25, S2 of NW4
FERC# 1354
Drawing No.: N/A
AF/RE: 2207-22-1251
Type of Interest: 111, 11, 2A, 27
SBE# 135-20-016E, Pcl. 3
% of Quitclaim: N/A
Order# 2015009 JCN#: N/A
County: Madera
Utility Notice: N/A
Prepared: DGC4
Checked JPW1

Attachment 4

Marina View Valuation Estimate

Valuation Estimate: Bass Lake Shoreline Lease – Marina View
Proposed Lease of PG&E Property

As requested, attached is a summary report of the estimated market value for the proposed lease of PG&E property. This is a desktop estimate based on information available to PG&E's Appraisal Department, which is assumed to be accurate but may not be personally verified. While the valuation estimate contains similar research and methodology to that which would be found in an appraisal, it is not considered to be a formal appraisal as elements such as interviewing principals to the comparable sales transactions or listings, and viewing the comparable properties, among others, have been eliminated due to the non-complex nature of the valuation question and the relatively low total value of the proposed acquisition. If a formal appraisal is required, by law/regulation, or if a particularly high degree of certainty is necessary for decision making or risk mitigation, please work with the PG&E's Appraisal Administrator to have a formal appraisal ordered.

Please be aware of the following assumptions, all of which are critical to understanding and using this valuation estimate. If any of the assumptions are proven incorrect, this valuation estimate may need to be revised:

- The value estimates contained within this Non-Complex Valuation are for budgeting and negotiation purposes, and should not be considered an appraisal for condemnation/eminent domain uses or to satisfy any legal requirement for a formal appraisal. If actual appraisals are performed on this property, it is possible that information discovered about the property or the market could result in opinions of value that are significantly different from this estimate.
- It is assumed that PG&E has completed a review of the proposed lease and deemed that the proposed use does not interfere with PG&E's exercise of its primary rights, or enjoyment of the subject easement or fee property. It is further assumed that the lease is revocable, at no cost to PG&E, in the event that a conflict arises between the proposed lease and PG&E's desired use of the subject.
- The estimated land value of the subject was based on the assumption that the Highest and Best Use of the land, as improved, during the term of the lease, is Assemblage as Common Area Providing Direct Shoreline Access & Marina Facilities to a Private Subdivision of Residential Lots.
- No title report has been provided or reviewed. It is assumed that there are no issues affecting title that would play a significant role in the valuation of the subject parcel.
- Significant information used in this valuation was provided by PG&E's Land Agent assigned to this asset, and is assumed to be accurate.
- No environmental review of the property has been performed. The property is assumed to be "clean" or at least as clean as the comparable data.
- The scope of this Valuation Estimate is limited: The estimator has not visited the subject or comparable properties. Data has not been personally verified, but is assumed reasonably accurate. Sources of data may include, but are not limited to: Google Earth, comparable sales developed for appraisal reports of similar property, ASFMRA Trends, USDA Land Values, and raw sales/listing data available via MLS or other data services.

Valuation Estimate: Bass Lake Shoreline Lease – Marina View
Proposed Lease of PG&E Property

- The dollar figures generated for this estimate are influenced by real estate market conditions and will change over time.

Valuation Estimate: Bass Lake Shoreline Lease – Marina View

Proposed Lease of PG&E Property

DATE: 8/22/18

INTENDED USER: Jerry Wong, PG&E Land Agent, Hydro Support

INTENDED USE: Estimating the value of the proposed lease of PG&E property

FROM: PG&E Appraisal Branch

ORDER NUMBER: 2047419

PROPERTY OWNER: Pacific Gas and Electric

PROPERTY IDENTIFICATION:

APN: Portion of 059-153-012 (Madera County)

ADDRESS: Marina View Subdivision (Road 274 @ Marina View Dr, Bass Lake)

INTEREST ESTIMATED: Land lease

PARCEL VALUATION ESTIMATE:

Subject Parcel:

The subject is a portion of PG&E's fee ownership in Bass Lake. An adjoining property owner group is seeking to lease the subject in order to create direct lakefront access to what appears to be 105 residential lots in a private subdivision ("The Subdivision") as well as securing a private marina, parking and lake access area for residents of said subdivision. In effect, the subject would serve as a common area for the subdivision's private and exclusive use during the duration of the license.

According to the PG&E Land Agent assigned to this asset, the lease covers roughly 4.8 acres of and also extends into the submerged property as several large multi-slip dock extend from the upland portion of the lease area into the lake itself. The docks have 89 boat slips.

Hypothetical Condition and Subject Highest and Best Use:

While the subject parcel is not for sale by PG&E, in order to estimate the value of the land a hypothetical condition must be used for analysis. The hypothetical condition applied to this valuation is that the PG&E fee-owned subject (4.8 acres) has been separated from the larger PG&E parcel and is available for purchase on the open market

Under that hypothetical condition, the highest and best use of the strip of property that the applicant seeks to lease would likely be as assemblage as common area in support of the existing subdivision.

Valuation Estimate: Bass Lake Shoreline Lease – Marina View
Proposed Lease of PG&E Property

Valuation Methodology:

The strip of land subject to the proposed lease is unique because its owner, PG&E, has no desire to subdivide or maximize profit potential from selling or developing the land. That being said, there is no doubt that the licensing of a portion of the subject creates a *great deal* of value as assemblage to the adjoining parcels as it allows for direct lake access and private docks/mooring to a 105 parcel subdivision that would otherwise have no direct lakefront access.

The value of a land lease can be estimated based on a yearly percentage of the overall value of the subject property itself. Thus, in order to estimate a value of the proposed lease we must first arrive at an estimate of what that fee simple value of the subject would be. In other words, the first valuation question becomes: What value could be achieved if the subject parcel were to be sold outright?

Ideally, we would value the 4.8 acre subject parcel based on comparable sales of similar sites, however the Bass Lake shoreline appears to be effectively ‘built-out’ as a search dating back several years didn’t reveal any sales of lakefront vacant lots at any size, much less anything near the size of the subject. In absence of market data, Section 1263.320 of the CA Civil Code provides some insight on how to proceed with a valuation:

“(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.”

The approach we’ll take in this valuation is to compare what lots with the benefit of similar private lakefront access (afforded by the historic license/lease) are selling for in comparison to what “No Lake Access” sites (without the direct/private lake access) are selling for. The difference between those two sets of properties can reasonably be attributed to bonus value added for that direct/private lake access.

- “No Lake Access” Data Set:
 - Data from lots near the lake, but without direct lake access, was examined;
 - This data set helps us understand what a homesite, with a lake proximity or a lake view, but no lake access, is worth and is intended to be representative of the value of the Marina View Subdivision’s lots might be worth *without* the PG&E lease providing lake access.

- “Private Slip/Lake Access” Data Set:
 - Data from lots with similar leased, direct lake access was gathered;
 - When paired with the data from the “No Lake Access” set, this data set helps us understand what the “bonus value” is for a lot that has direct/private lake access, rather than only a lake view/indirect proximity.

Valuation Estimate: Bass Lake Shoreline Lease – Marina View
Proposed Lease of PG&E Property

Comparable Property Data:

As mentioned above, two data sets were developed to aid in our valuation: The first data set included listings of properties in close proximity to Bass Lake; all of which possess a view of the lake or lake proximity, but *do not* have direct access to the water. These properties don't have the ability to have a private dock, private beach access or the other *ultra-premium* benefits that lake-side properties enjoy. Based on the average price of the data set, it appears that a "No Lake Access" home is worth approximately \$600,000. The range in values was \$385,000 to \$835,000.

The second set of data included properties similar to Marina View Subdivision which were marketed as having private access/boat slip to Bass Lake via historical license/lease with PG&E. As one would expect, there was a significant premium for these properties. The average sale price for this set of properties was \$741,000 (as opposed to the \$600,000 for the "No Access" Data Set). The range of values was \$700,000 to \$765,000.

While it's admittedly an imperfect method, we can deduce the "bonus value" attributed to homes having direct/private lake access (via license/lease) by deducting the \$600,000 No Access value from the \$741,000 average price of a Private Access/Slip home. In this case, the lake access appears to have added roughly \$141,000 to the value of the homes.

As a test, another data set was explored that contained homes with direct lake access via fee ownership (no license/lease necessary). The average sales price of those homes was significantly higher (mean value of \$1,900,000) than the Private Access/Slip comparables (\$741,000), which indicates that the Marina View Subdivision homes are superior to "No Access" homes, but inferior to homes with direct fee access to the lake shore.

Estimated Fee Simple Value of Subject:

There are 105 lots in the subject subdivision, but only 89 dock slips so it's assumed that only 89 of the subdivisions lots can have the private dock access. At an average of \$141,000 per slip in added value, the PG&E parcel adds approximately \$12,549,000 in assemblage value to the parcels of the subdivision. Therefore, the market value of **the 4.8 acre subject parcel is approximated at \$12,549,000**, which equates to \$60/sf.

As a cross check of value, a 2012 appraisal of another lakefront parcel on Bass Lake provided a land value of \$90/sf. Using this number the value of the subject's 4.8 acres could be in excess of \$18,000,000. However, it appears (from the desktop) that the subject's topography would limit its development potential and there would be significant costs and risks in undertaking a subdivision so close to the lake. This figure is shown to support the reasonableness of the \$12,549,000 estimate of fee simple value.

Valuation Estimate: Bass Lake Shoreline Lease – Marina View
Proposed Lease of PG&E Property

Proposed Acquisition:

Land rental rates for long-term commercial/industrial uses in California are currently in the range of 4-7% of fee simple value per year. Low intensity agricultural (rangeland) rental rates run from 1.5 to 2.5%. The applicant's use is existing, its relatively low intensity, and given that the historic use and investment already made in docks and shoreline improvements it's assumed to be less risky than some of the commercial/industrial uses.

Based solely on the information above, one might expect a rental rate in the 1-to-2%/year range; however this particular property is a bit unique in that a significant portion of the 3 acre subject is excess/buffer land, not necessary for the lake shore uses. Taking that into account a blended rate of 0.5% of fee simple value will be applied to calculate an annual rental rate.

NOTE: The analysis contained within this estimate is intended to be taken as a whole, rather than the sum of its parts. Manipulation of any particular portion of the valuation would likely lead to conclusions not considered reliable by the estimator.

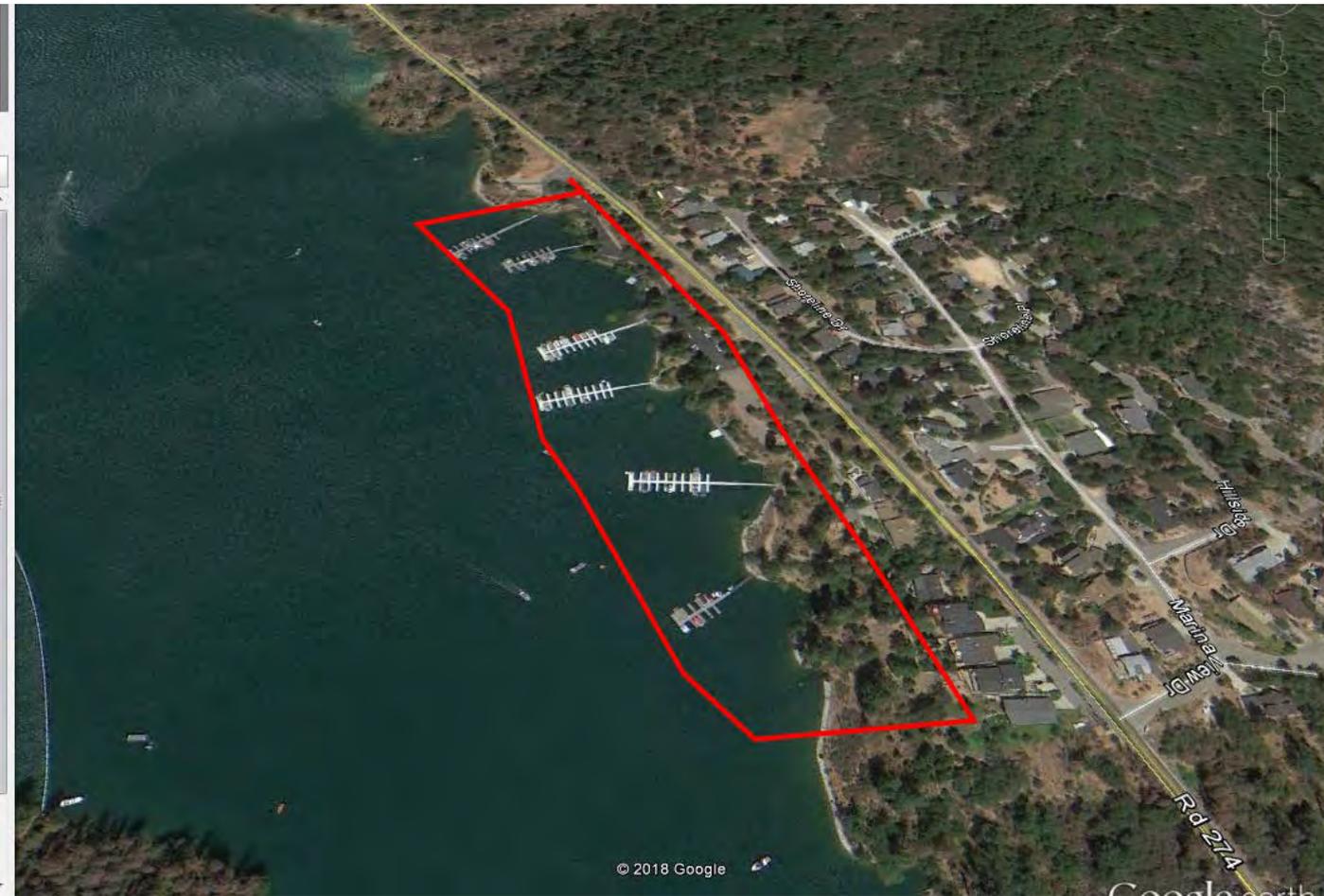
Value of Proposed Lease:

Subject Property Land Value = \$12,549,000

\$12,549,000 multiplied by 0.5% of fee value = \$62,745 (year 1 rental rate)*

It is the understanding of the estimator that the license will as long as a 10-year term with increases built in.

Subject of Lease (Approximate)



Information about License

1. Attached is a Google Earth generated aerial photograph of the MVHA proposed lease area;
2. Containing approximately 4.8 acres (or approximately 209,088 sq. ft.) of PG&E lands at Bass Lake.
3. Aside from the five (5) residential lots (at linear footage of 709.84 feet) that adjoin the proposed lease area and lying southwesterly of County Road 274, the remainder of Marina View Heights subdivision is composed of approximately 100 residential lots broken down in 4 units, plus 3 large reminder lots also privately owned.

Like the Lake Shore Subdivision (Lake Shore Beach Club), MVHA has its own boat launch area, and picnic tables (limited) and limited trailer parking for a short period of time. There are six (6) community boat docks (and a total of 89 slips combined) connected to the lease area.

Jerry J. Wong | Land Agent; Hydro Support – Land Management

559.263.5151 office | 263.5151 internal | 559.240.1647 cell | jerry.j.wong@pge.com

Parcels Benefited by Lease (Blue)



Data Set for "No Lake Access" Homes

"NO LAKE ACCESS" Data Set						
Sales with no direct Lake Access or Private Dock						
Date	St#	St Name	City	Sale Price	Lot Size	Water Access?
12/28/2017	55263	Lake View DR	BASS	\$835,000	8,593	View
1/6/2016	53746	Acorn Rd	BASS	\$550,000	9,148	Near Lake
9/16/2016	53696	Acorn Rd	BASS	\$450,000	5,663	View
7/15/2016	39165	Ski Slope Dr	BASS	\$450,000	12,197	View
7/21/2016	40329	Road 222	BASS	\$385,000	3,920	Near Lake
3/16/2018	39146	Lake DR	BASS	\$800,000	7,405	View
1/9/2017	53721	NORTH SHORE RD. 432	BASS	\$734,500	7,405	View
			Ave ("No Lake Access"):	\$600,643	7,702	

Data Set for "Private Slip/Lake Access" Homes

"PRIVATE SLIP/ACCESS" Data Set						
Sales with Private Dock and Lake Access (Via PG&E License)						
Date	St#	St Name	City	Sale Price	Lot Size	Water Access?
1/22/2016	53976	Road 432	BASS	\$760,000	8,276	Slip
7/6/2018	54786	Crane	BASS	\$700,000	7,405	Slip
6/29/2018	53719	Oak	BASS	\$765,000	10,890	Slip
			Ave ("Private Access/Slip")	\$741,667	8,857	
			Ave ("No Lake Access"):	\$600,643	7,702	
			Indicated Lease Premium	\$141,024	2,528	

Data Set for "Fee Ownership Lake Access" Homes

"FEE OWNERSHIP LAKE ACCESS" Data Set										
Sales with Direct Lake Access (No License)										
Date	St#	St Name	City	Sale Price	Lot Size	Water Access?	Shoreline Premium	Shoreline l.f.	\$/l.f Shoreline	Bonus \$/sf
3/30/2017	53496	Road 432	BASS	\$2,500,000	9,148	Frontage	\$ 1,000,000	100	\$ 10,000	\$ 109
9/8/2016	39297	Willow Cove LN	BASS	\$2,250,000	9,303	Frontage	\$ 1,000,000	110	\$ 9,091	\$ 107
10/22/2015	54118	NORTH SHORE RD. 432	BASS	\$2,200,000	7,841	Frontage	\$ 1,000,000	55	\$ 18,182	\$ 128
1/7/2016	39093	Pier 12	BASS	\$2,050,000	13,939	Frontage	\$ 1,000,000	100	\$ 10,000	\$ 72
3/15/2018	39124	Lake DR	BASS	\$1,966,540	10,454	Frontage	\$ 1,000,000	90	\$ 11,111	\$ 96
2/19/2016	54265	WIGWAM	BASS	\$1,600,000	10,454	Frontage	\$ 1,000,000	95	\$ 10,526	\$ 96
8/4/2016	39286	Paha	BASS	\$1,325,000	8,712	Frontage	\$ 1,000,000	100	\$ 10,000	\$ 115
4/9/2018	39990	Bass DR	BASS	\$1,100,000	10,454	Frontage	\$ 1,000,000	75	\$ 13,333	\$ 96
			Ave ("Fee Owned Access"):	\$1,873,943	10,038					
			Ave ("Lake View/Slip"):	\$832,722	11,457					

Data from 2012 Appraisal of Fee Value of Shoreline Lot Land Value

Sale No.	Sale Price	Time Adj	Time Adj Price	Imp Allocation	Land Allocation	Lot SqFt	Lake Front Feet	Lot Price/ SqFt	Lot Price/ Front Ft	Size SqFt	View	Zoning	General Plan	Offsite Imps	Available Utilities	Overall Comparison	Lot Value/SqFt Indicator
1	\$650,000	Mar-11 -18%	\$533,000	\$20,000 Dock Only	\$513,000	3,882	37.74	\$132.15	\$13,593	3,882	Good -	RMS o	LDR o	None o	W,S,E o	Superior	<\$132.15
2	\$1,050,000	Sep-10 -22%	\$819,000	\$230,000 \$148.01 /SF (1,554 SF Home)	\$589,000	6,970	52.49	\$84.51	\$11,221	6,970	Fair +	RMS o	LDR o	None o	W,S,E o	Inferior	>\$84.51
3	\$1,750,000	Nov-09 -26%	\$1,295,000	\$215,000.00 /SF \$198.52 (1,083 SF Home)	\$1,080,000	12,632	129.25	\$85.50	\$8,356	12,632	Good o	RMS o	LDR o	None o	W,S,E o	Similar	=\$85.50
4	\$1,600,000	Sep-12 -3%	\$1,552,000	\$530,000 \$200.83 /SF (2,639 SF Home)	\$1,022,000	10,890	67.12	\$93.85	\$15,226	10,890	Good o	RMS o	LDR o	None o	W,S,E o	Similar	=\$93.85
5	\$1,250,000	Aug-12 -3%	\$1,212,500	\$700,000 \$190.89 /SF (3,667 SF Home)	\$512,500	7,405	84.89	\$69.21	\$6,037	7,405	Good -	RMS o	LDR o	None o	W,S,E o	Superior	<\$69.21
6	\$1,400,000	Sep-11 -12%	\$1,232,000	\$270,000 \$181.08 /SF (1,413 SF Home)	\$962,000	9,583	35.67	\$100.39	\$26,969	9,583	Good -	RMS o	LDR o	None o	W,S,E o	Superior	<\$100.39
7	\$2,150,000 After Concessions	Dec-12 0%	\$2,150,000	\$1,245,000.00 \$300.07 /GF (4,149 SF Home)	\$905,000	7,841	50.80	\$115.42	\$17,815	7,841	Fair -	RMS o	LDR o	None o	W,S,E o	Superior	<\$115.42
Subj	-----	12/14/12 DOV	-----	-----	-----	18,295	187.44	-----	-----	18,295	Good	RMS	LDR	None	W,S,E	-----	\$90.00 Value

**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.
Braun Blasing Smith Wynne, P.C.
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
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
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
McClintock IP
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
Uplight
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy