

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6536E
As of May 4, 2022

Subject: PG&E's Advice 6536-E (Conveyance of Antioch Dunes Property to USFWS Request for Approval Under Section 851 and General Order 173)

Division Assigned: Energy

Date Filed: 03-29-2022

Date to Calendar: 04-06-2022

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	05-02-2022

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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 29, 2022

Advice 6536-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Conveyance of Antioch Dunes Property to USFWS – Request for Approval Under Section 851 and General Order 173

Purpose

The purpose of this filing is to convey to the USFWS property to expand the habitat of the Antioch Dunes National Wildlife Refuge to protect, among other species, the endangered Lange's Metalmark Butterfly, a species that lives nowhere else on earth but the Antioch dunes.¹

Therefore, Pacific Gas and Electric Company (PG&E or the Company) requests California Public Utilities Commission (CPUC or Commission) approval to convey such property under Public Utilities Code Section 851 and General Order 173. PG&E is the owner of approximately 12 acres of unimproved real property located in the County of Contra Costa (County) and State of California, identified by the County Assessor as Assessor's Parcel Nos. 051-010-008 and 051-010-009. With approval of this 851 filing, PG&E intends to convey two parcels to the United States Fish and Wildlife Service. As contemplated by the Bay Area Habitat Conservation Plan (Bay Area HCP),² PG&E desires to transfer and convey the Property to the United States, and the United States desires to accept such transfer and conveyance of the Property from PG&E for incorporation into the NWR, on the terms and conditions contained in Conveyance Agreement (Attachment 1).

¹ <https://www.fws.gov/nwrs/threecolumn.aspx?id=2147485090> ("There is only one place on earth where Lange's metalmark butterfly lives. That place is a tiny remnant of sand dune habitat along the shore of the San Joaquin River in Contra Costa County, California. No other place in Contra Costa County, or anywhere else, supports even a single member of this fascinating butterfly subspecies.").

² The USFWS has adopted PG&E's Bay Area HCP – which covers routine operation and maintenance (O&M) activities in the San Francisco Bay Area region – for compliance with the federal Endangered Species Act (ESA). The Bay Area HCP is considered a Section 10[a][1][B] permit. The purpose of the HCP is to enable PG&E to continue to conduct current and future O&M activities within the Bay Area while avoiding, minimizing, and mitigating for temporary and permanent impacts on threatened and endangered species habitat that could result from PG&E's ongoing O&M activities.

PG&E has researched the Antioch properties and has determined that the conveyance of the properties does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service. In addition, this conveyance will not be adverse to the public interest. Once completed, these properties will become part of the USFWS Refuge system and be permanently protected for their species and habitat values.

Background

Relevant to this advice letter, PG&E owns approximately 12 acres within the City of Antioch. The Company acquired the Property located in the County of Contra Costa in 1921 and 1924, the properties have been vacant ever since the acquisitions. The properties were most recently under a Safe Harbor Agreement which expired in March 2020. It was the intention that when that agreement expired, the property would be conveyed to the USFWS and PG&E would receive Mitigation Credit under the Bay Area HCP. The two PG&E parcels are located adjacent to either side of the USFWS 14-acre Sardis Unit of the Antioch Dunes National Wildlife Refuge. The Company has determined that fee ownership of the Property is no longer necessary or useful for the Company's utility operations. Except for the Gas Facilities Easement Area and Electric Facilities Easement Area as described in the Grant Deed attached hereto as (Attachments 2a/2b). That PG&E requires to support 1 gas transmission line, an electric distribution line, and 2 electric transmission lines, PG&E does not have an intention to use this property for any other utility purpose. For all of the above reasons, PG&E requests that the Commission approve this 851 request.

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.

The Conveyance Agreement subject to this Advice Letter is not covered by the Policy for the following reasons. First, PG&E is expected to convey this land to USFWS under the Bay Area HCP, which was published in September 2017. Second, the transfer of this land to the USFWS -- to become part of the Antioch Dunes National Wildlife Refuge -- is in the greater public interest. Third, PG&E began working with the USFWS in March of 2018 to complete the conveyance of the properties, which was prior to the adoption of 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	Realty Branch Chief
Steven Frank	U.S. Fish and Wildlife Service
Law Department	California - Great Basin Region 2800
P.O. Box 7442	Cottage Way, W-1832
San Francisco, CA 94120	Sacramento, CA 95825
Telephone: (415) 971-5091	
Facsimile: (415) 973-5520	
Email: steven.frank@pge.com	

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

PG&E is the owner of approximately 12 acres of unimproved real property located in the County of Contra Costa ("County") and State of California, identified by the County Assessor as Assessor's Parcel Nos. 051-010-008 and 051-010-009 (SBE #'s 135-07-23E-068-1,135-07-004B-1), and more particularly described in Attachment 2a/2b attached hereto (the "Property"). The property is currently and will remain vacant. There are current easements on the parcels that will remain.

(c) Intended Use of the Property:

Upon CPUC approval of the transaction, PG&E will retain an easement for two existing electric transmission lines, a gas transmission line and an electric distribution line that currently terminates on the Property. The USFWS will use this property to expand the habitat of the Antioch Dunes National Wildlife Refuge to protect, among other species, the endangered Lange's Metalmark Butterfly, a species endemic to the Antioch dunes.³

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

PG&E is conveying the property to the USFWS pursuant to the Bay Area HCP. PG&E is not being compensated by the USFWS for the property.

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

Not applicable.

³ <https://www.fws.gov/nwrs/threecolumn.aspx?id=2147485090> ("There is only one place on earth where Lange's metalmark butterfly lives. That place is a tiny remnant of sand dune habitat along the shore of the San Joaquin River in Contra Costa County, California. No other place in Contra Costa County, or anywhere else, supports even a single member of this fascinating butterfly subspecies.").

(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 conveyance 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):

PG&E's internal valuation of the property is set forth below:

APN 051-010-008	
Unit land value	\$16,000/acre, or \$0.37/sq.ft.
Land value unencumbered (6.59 acresx16000)	\$105,440
Easement reservation footprint	84,270 sq.ft.
Easement area value (\$84,270 x .37)	\$31,180
Easement Value (\$31,180x65%)	\$20,267
Estimated land value with encumbrances = Unencumbered land value - easement value \$105,440 - \$20,267 = \$85,173, rounded to \$85,200	
APN 051-010-009	
Unit land value	\$16,000/acre, or \$0.37/sq.ft.
Land value unencumbered (5.69 acres x16000)	\$91,040
Easement reservation footprint	147,750sq.ft.
Easement area value (147,750 x \$.37)	\$54,668
Easement Value (\$54,668x65%)	\$35,534
Estimated land value with encumbrances = Unencumbered land value - easement value \$91,040 - \$35,534 = \$55,506, rounded to \$55,500	

Total for both parcels: \$85,200 + \$55,500 = \$140,700

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

Not applicable.

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

Not applicable.

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

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

(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.

Per (b) above, the proposed transaction constitutes a change in ownership with no proposed changes to land uses; thus, no direct or indirect environmental impacts will occur as a result. Therefore, the transaction does not constitute a "project"

under CEQA or require environmental review. (See *Friends of the Sierra Railroad v. Tuolumne Park and Recreation District* (2007)147 Cal. App. 4th 643, 664 (transfer of property without identifiable future physical changes not a “project”). No project is cognizable under CEQA because there is no indication that approval of this advice letter or the asset transfer itself will result in a physical change to the environment. (See Pub. Resources Code, § 21065 (project under CEQA requires a direct or reasonably foreseeable indirect physical change in the environment).) The USFWS has no plans to develop the property, it will remain in its current, natural state.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than April 18, 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 28, 2022, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address

***** SERVICE LIST for Advice 6536-E *****
APPENDIX A

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

*****AGENCIES*****

Contra Costa County Clerk/Recorder
555 Escobar Street
Martinez CA 94553
webmaster@cr.cccounty.us

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

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

Realty Branch Chief
U.S. Fish and Wildlife Service California
Great Basin Region
2800 Cottage Way W-1832
Sacramento CA 95825

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



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) #: 6536-E

Tier Designation: 2

Subject of AL: Conveyance of Antioch Dunes Property to USFWS – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Compliance

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: 4/28/22

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: 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

Agreement for Conveyance

LA – California
Antioch Dunes National Wildlife Refuge
Pacific Gas and Electric (11, a)

United States Department of the Interior
U.S. FISH AND WILDLIFE SERVICE

AGREEMENT FOR THE CONVEYANCE OF LANDS

THIS AGREEMENT ("Agreement"), made and entered into this day of , 2021 (the "Effective Date"), by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), for itself, executors, administrators, successors, and assigns, and The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, on behalf of the U.S. Fish & Wildlife Service ("United States").

WITNESSETH:

- A. PG&E is the owner of approximately 12 acres of unimproved real property located in the County of Contra Costa ("County") and State of California, identified by the County Assessor as Assessor's Parcel Nos. 051-010-008 and 051-010-009, and more particularly described in Exhibit A attached hereto (the "Property").
- B. PG&E has adopted the Bay Area Habitat Conservation Plan ("HCP") for routine operation and maintenance ("O&M") activities in the San Francisco Bay Area region of its service area to comply with the federal Endangered Species Act ("ESA") by applying for a Section 10[a][1][B] permit. The purpose of the HCP is to enable PG&E to continue to conduct current and future O&M activities within the Bay Area while avoiding, minimizing, and mitigating for temporary and permanent impacts on threatened and endangered species habitat that could result from PG&E's ongoing O&M activities.
- C. The Property is the subject of a Safe Harbor Agreement dated March 3, 2010, as amended (the "SFA"), between the United States and PG&E, providing for certain restoration activities by PG&E and certain regulatory assurances that the United States would not impose future restrictions on the Property as a result of these conservation actions. The term of the SFA expired March 3, 2020.
- D. The parcels comprising the Property are adjacent to the Antioch Dunes National Wildlife Refuge (the "NWR") created by the United States in 1980. It was the very first National Wildlife Refuge established solely to protect endangered plants and an insect. Additionally, the habitat scientifically described as a riverine dune ecosystem, provides a home for other rare endemic species, some of which are listed as threatened/endangered by the State of California.
- E. As contemplated by the HCP, PG&E desires to transfer and convey the Property to the United States, and the United States desires to accept such transfer and conveyance of the Property from PG&E

for incorporation into the NWR, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PG&E and the United States hereby agree as follows:

1. Subject to the terms and conditions contained in this Agreement, PG&E shall transfer and convey the Property to the United States, and the United States shall accept the Property from PG&E, at Close of Escrow (as defined in Section 15.4). PG&E shall transfer and convey the Property together with all of PG&E's right, title and interest in any water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the Property.

2. It shall be a condition precedent to the obligation of the United States to close escrow that PG&E convey to the United States or its representative the fee simple title to the Property clear, free and unencumbered, except subject to the following exceptions ("Permitted Encumbrances"):

(a) Title exceptions 3-8 shown in the Preliminary Report dated as of April 9, 2021 (the "Title Report"), prepared by Consumers Title Company (the "Title Company"). The Title Company has provided the United States with the Title Report, and copies of the instruments underlying any exceptions referred to in the Title Report, and the United States acknowledges its receipt and approval of the Title Report and such underlying documents;

(b) Any matters affecting title to the Property created by or with the consent of the United States;

(c) All matters which would be disclosed by an inspection or survey of the Property; and

(d) Easements and other rights reserved by PG&E pursuant to the Grant Deeds attached hereto as Exhibit B ("Grant Deeds").

3. During the period from the date of PG&E's execution of this Agreement to the Close of Escrow, PG&E shall maintain the Property in the condition in which it exists as of the Effective Date, normal wear and tear excepted, and otherwise act with respect to the Property in accordance with its pre-existing practices, as if the Property were not to be conveyed to the United States. In addition, PG&E agrees during such interim period not to enter into any lease, management agreement or maintenance or service contract, or to alter or amend any of the material terms of any such existing agreements that will be binding on the United States. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in The United States of America, by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by PG&E; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands.

4. None of PG&E nor any of its agents, officers, directors, employees, executives, or representatives (collectively, "Grantor Representatives"), has made and PG&E does not make any representation or

warranty, express or implied, written or oral, as to the accuracy or completeness of any documents or materials provided to the United States by any of the Grantor Representatives or third parties (collectively, the "Due Diligence Materials"). PG&E has not authorized the United States to rely on the Due Diligence Materials. The United States acknowledges that it is acquiring the Property in its present state and condition, and except for the covenants associated with execution of a grant deed contemplated by Section 1113 of the California Civil Code, neither PG&E, nor any of the Grantor Representatives, makes any representation or warranty, express or implied, written or oral, as to its value, condition, state of maintenance or repair, fitness for use, capacity for improvement or development, or compliance with the law. By entering into this Agreement the United States acknowledges the following: (a) as an adjacent land owner, it is familiar with the Property; (b) it has inspected the Property to its satisfaction, and is relying solely upon its own inspection, investigation, analysis and judgment in acquiring the Property from PG&E; and (c) PG&E shall not be deemed to have provided and none of PG&E nor any Grantor Representatives has made, and PG&E does not make, any representation or warranty, express or implied, written or oral, as to the accuracy or completeness of any oral or written statements, representations, information or data furnished to the United States or its agents or representatives by any third party. This paragraph does not limit or otherwise affect the implied covenants made by PG&E pursuant to Section 1113 of the California Civil Code as a result of executing the Grant Deeds to convey title to the Property.

Without limiting the foregoing qualifications, limitations and disclaimers by PG&E, and without limiting the acknowledgements of the United States set forth above, to the knowledge of PG&E's Representative, PG&E has not made any affirmative misrepresentation regarding the physical condition of the Property. Without limiting the foregoing qualifications, limitations and disclaimers by PG&E, and without limiting the acknowledgements of the United States set forth above, to the knowledge of PG&E's Representative, PG&E has not failed to provide or make available to the United States any Material Non-Public Information.

As used in the preceding paragraph, "PG&E's Representative" means Jordan McKay, who is an employee of PG&E familiar with the Property. As used in the preceding paragraph, "to the knowledge of PG&E's Representative" means the current actual, not imputed, knowledge of PG&E's Representative, without any duty of investigation or inquiry. As used herein, "Material Non-Public Information" means information regarding the Property contained in written documents that are in PG&E's sole possession or control (other than the Due Diligence Materials), where such information is not otherwise known to the United States or available to the United States, could not be ascertained by the United States through a reasonable investigation, and would be material to the United States' decision to accept fee title to the Property.

5. Subject to the terms and conditions contained in this Agreement, PG&E will execute and deliver without payment, the Grant Deeds.

6. In consideration whereof, the United States agrees that it will accept conveyance of the Property, subject to its due diligence investigation and title review. The acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to PG&E, and according

to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both methods. The following shall be paid by PG&E: (a) expenses of PG&E for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of the Property; and (b) any amount paid as a penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith, encumbering such real property. Full possession and use of the Property shall pass to the United States as of the date title is vested in the United States subject only to the Permitted Encumbrances stated in Section 2 above. PG&E has informed the United States that the Property is assessed by the California State Board of Equalization as of January 1 of each year, and PG&E must pay real property taxes on the Property for the subsequent fiscal year commencing on July 1 of that calendar year. If the close of escrow occurs between January 1 and June 30, PG&E shall be responsible to pay the full amount to pay real property taxes for the tax year beginning on July 1 of that calendar year on or prior to the close of escrow. Additionally, PG&E shall be responsible to ensure that there are no delinquent real property taxes at the close of escrow such that all tax and other assessments that have attached as a lien against title will be paid by PG&E on or before the close of escrow. Following the close of escrow, PG&E shall have the sole right to arrange for a refund of the real property taxes which are allocable to the period following the close of escrow in accordance with Section 5096.7 of the California Tax and Revenue Code, and the United States will reasonably cooperate with PG&E in securing such a refund.

7. The United States agrees that an abstract, certificate of title, or other evidence of title to the Property, satisfactory to the Attorney General, will be obtained by the United States at its expense.

8. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

9. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.

10. It shall be the obligation of PG&E to pay all taxes and assessments outstanding as liens at the date title vests of record in the United States, whether or not such taxes and assessments are then due and payable.

11. Acceptance of this Agreement is contingent upon the results of a contaminants study prepared at the expense of the United States. In the event that contaminants are found present on the site or on adjacent parcels, it will be at the discretion of the United States to elect not to proceed with the acquisition of the property or to accept the Property in the condition it is in.

12. Acceptance of this Agreement is contingent on the completion of satisfactory due diligence by the United States. In the event the United States determines that the title, physical condition, or any other material fact(s) relating to the property is/are unacceptable, this Agreement may be rescinded, in full, by the United States, at its sole discretion. If this Agreement has been previously executed by PG&E, the

contract may be declared null and void by the United States, in its sole discretion, and neither party shall have any further obligation to the other party hereunder. This Agreement voids upon nonperformance by the United States 24 months from the date this Agreement is made and entered into; and in the event of such nonperformance and voiding of this Agreement, neither party shall have any further obligation to the other party hereunder.

13. It is mutually understood and agreed that notice of acceptance of this agreement shall be sent to PG&E by certified mail addressed to:

PG&E:

If by registered or certified mail, return receipt requested:

Manager, Corporate Real Estate
Pacific Gas and Electric Company
P.O. Box 770000, Mail Code N4H
San Francisco, CA 94177

With a copy to:

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

If by personal delivery or overnight courier:

Manager, Corporate Real Estate
Pacific Gas and Electric Company
245 Market Street, Room 423B
San Francisco, CA 94105

With a copy to:

Pacific Gas and Electric Company
Law Department
Attn: Director and Counsel, Contracts Section (Real Estate)
77 Beale Street, Mail Code B30A
San Francisco, CA 94105

United States:

Realty Branch Chief
U.S. Fish and Wildlife Service
California - Great Basin Region
2800 Cottage Way, W-1832
Sacramento, CA 95825

With a copy to:
Refuge Manager of Antioch Dunes NWR
U.S. Fish & Wildlife Service
7715 Lakeville Hwy
Petaluma, CA 94954

And with a copy to:
Regional Solicitor
DOI Office of the Solicitor - Pacific Southwest Region
2800 Cottage Way, E-1712
Sacramento, CA 95825

and shall be effective upon date of mailing.

14. Implementation of the provisions of this Agreement by the United States is subject to the requirements of the Anti-Deficiency Act 31 U.S.C. § 1341 (a)(1). Nothing in this Agreement will be construed as requiring expenditures or as implying that the United States Congress will at any later date appropriate funds sufficient to meet any deficit.

15. Escrow and Closing

15.1. No less than five (5) business days before the Closing Date, PG&E shall open an escrow ("Escrow") with the Title Company. The Close of Escrow shall occur no later than 8:00 a.m. California time on a date mutually agreed upon by PG&E and the United States ("Closing Date"), which date shall not be later than 24 months after execution, provided that all conditions precedent set forth in Section 16 have been satisfied or waived, as more specifically set forth in Section 16.

15.2. At or prior to Close of Escrow, PG&E shall deposit or cause to be deposited with the Title Company the following:

(a) The Grant Deeds;

(b) An endowment fund in the amount of \$472,348.87 (the "Endowment") to be disbursed to California Wildlife Foundation ("CWF");

(c) An agreement executed by CWF to the United States regarding the disbursement of the Endowment by CWF (the "Endowment Agreement");

(d) Affidavits certifying that PG&E is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits"); and

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

15.3. At or prior to Close of Escrow, the United States shall deposit or cause to be deposited with the Title Company the following:

(a) Acceptances of the Grant Deeds to memorialize acceptance of fee title to the Property pursuant to the Grant Deeds; and

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

15.4. The "Close of Escrow" shall be defined herein as the time that the Grant Deeds are recorded in the real property records of the County. After all conditions precedent set forth in Section 16 have been satisfied or waived, the parties shall instruct the Title Company to close escrow by, among other actions:

(a) Recording the Grant Deeds in the real property records of the County;

(b) Disbursing the Endowment to CWF and delivering the Endowment Agreement to the United States;

(c) Delivering to PG&E, "as-recorded" conformed copies of the Grant Deeds and the Endowment Agreement; and

(d) Delivering to the United States, the LAF and the Affidavits, and "as-recorded" conformed copies of the Grant Deeds, and issuing and delivering to the United States a policy of title insurance consistent with Section 2 above.

15.5. PG&E shall pay the cost of any recording fees for recordation of the Grant Deeds; pay any real property conveyance or documentary transfer taxes charged by the County, if any, with respect to the Grant Deeds, escrow fees charged by the Title Company, and the premium and endorsement charges for the policy of title insurance required by the United States.

16. Conditions Precedent

16.1. The United States' obligation to accept the Property is subject to the fulfillment or waiver of each of the following conditions precedent:

- (a) The Title Company shall be prepared to issue to the United States at Close of Escrow a title insurance policy in a form acceptable to the United States insuring fee title to the Property in the United States subject only to Permitted Encumbrances;
- (b) Receipt of the abstract, certificate of title, or other evidence contemplated by Section 7 above;
- (c) Satisfaction of Sections 11 and 12 above;
- (d) Receipt at the Close of Escrow by CWF of the Endowment;
- (e) Receipt at the Close of Escrow by the United States of the Endowment Agreement; and
- (f) PG&E shall have performed each and every covenant contained in this Agreement to be performed by PG&E at or prior to Close of Escrow.

If any one or more of the conditions to the United States' obligations, as set forth in this Section 16.1 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then the United States may elect, by written notice to PG&E, to terminate this Agreement and the Escrow, in which event the United States shall pay costs incurred by the title company to that point, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate, with no further remedies available for termination.

16.2 PG&E's obligation under this Agreement to donate, transfer and convey the Property to the United States is subject to the fulfillment or waiver of each of the following conditions precedent:

- (a) Receipt by PG&E of a Land Acquisition Form ("LAF") and such other documentation as may be necessary or appropriate to confirm to PG&E's satisfaction the receipt by PG&E of credits under the HCP and the termination of the SFA;
- (b) approval ("Governmental Approval") by the Public Utilities Commission of the State of California (the "Commission"), which shall not be deemed to have occurred for purposes of this Agreement unless and until the Commission approves the transfer contemplated hereby in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the Commission, and such Governmental Approval is approved by PG&E in its sole and absolute discretion, including, without limitation, PG&E's approval of the proposed accounting and ratemaking treatment of the conveyance to the United States;

(c) approval of PG&E's senior management and PG&E makes no representation or warranty with respect to the granting or withholding of such approval; and

(d) the United States will have timely performed each and every covenant contained in this Agreement to be performed by the United States.

If any one or more of the conditions to PG&E's obligations, as set forth in this Section 16.2 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then PG&E may elect, by written notice to the United States, to terminate this Agreement and the Escrow, in which event PG&E shall pay costs incurred by the title company to that point, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate, with no further remedies available for termination.

17. Electronic Signatures. This Agreement may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original manually executed signature page.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: E-SIGNED by Mariano Mandler
on 2021-06-09 23:16:57 GMT
Mariano Mandler
Senior Director, Environmental Management

Date: _____

THE UNITED STATES:

THE UNITED STATES OF AMERICA
U.S. FISH AND WILDLIFE SERVICE

By: E-SIGNED by Michael Borkoski
on 2021-06-09 17:52:16 GMT
Michael Borkoski,
Acting Realty Officer

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

[Follows this page]

DESCRIPTIONS PART 1

ANTIOCH DUNES EAST PARCEL

LD 2102-02-10065

2018186 (01-18-009) 12 18 1

Antioch Dunes Mitigation Transfer/Easement Reservation

EXHIBIT "A"

(APN 051-010-009)

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

The parcel of land described in the deed from E. B. and A. L. Stone Company to Pacific Gas and Electric Company dated October 14, 1924 and recorded in Volume 479 of Deeds at page 227, Contra Costa County Records, described as follows:

Beginning at the 3/4" iron pipe marking the southeast corner of the lands of the party of the first part, from which the southwest corner of Section 17, Township 2 North, Range 2 East, M.D.B & M., bears south 88 degrees 32 3/4 minutes west, 1820.7 feet distant, and running thence north 0 degrees 31 minutes east, 888.4 feet to a point in the northerly boundary line of the lands of the party of the first part; thence along said last mentioned boundary line south 88 degrees 16 minutes west, 99.0 feet; thence south 89 degrees 16 minutes west, 181.1 feet; thence south 0 degrees 31 minutes west, 882.5 feet, to a point in the southerly boundary line of the lands of the party of the first part; thence along said last mentioned boundary line south 89 degrees 52 3/4 minutes east, 280.0 feet, more or less, to the point of beginning, containing 5.69 acres and being a portion of the southwest quarter of Section 17, Township 2 North, Range 2 East, M.D.B & M.

EXHIBIT "B"

(APN 051-010-009)

A portion of the parcel of land described in the deed from E. B. and A. L. Stone Company to Pacific Gas and Electric Company dated October 14, 1924 and recorded in Volume 479 of Deeds at page 227, Contra Costa County Records, described as follows:

STRIP 1

A strip of land of the uniform width of 30 feet lying 15 feet on each side of the line described as follows:

Commencing at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running westerly along the southerly boundary line of said parcel of land

- (a) north 89°24'09" west 264.26 feet
to the TRUE POINT OF BEGINNING; thence leaving said southerly boundary line
- (1) north 00°59'36" east 295.34 feet; thence
 - (2) north 23°26'51" east 251.79 feet; thence
 - (3) north 63°56'53" east 135.85 feet,

Containing an area of 20,489 square feet, more or less.

STRIP 2

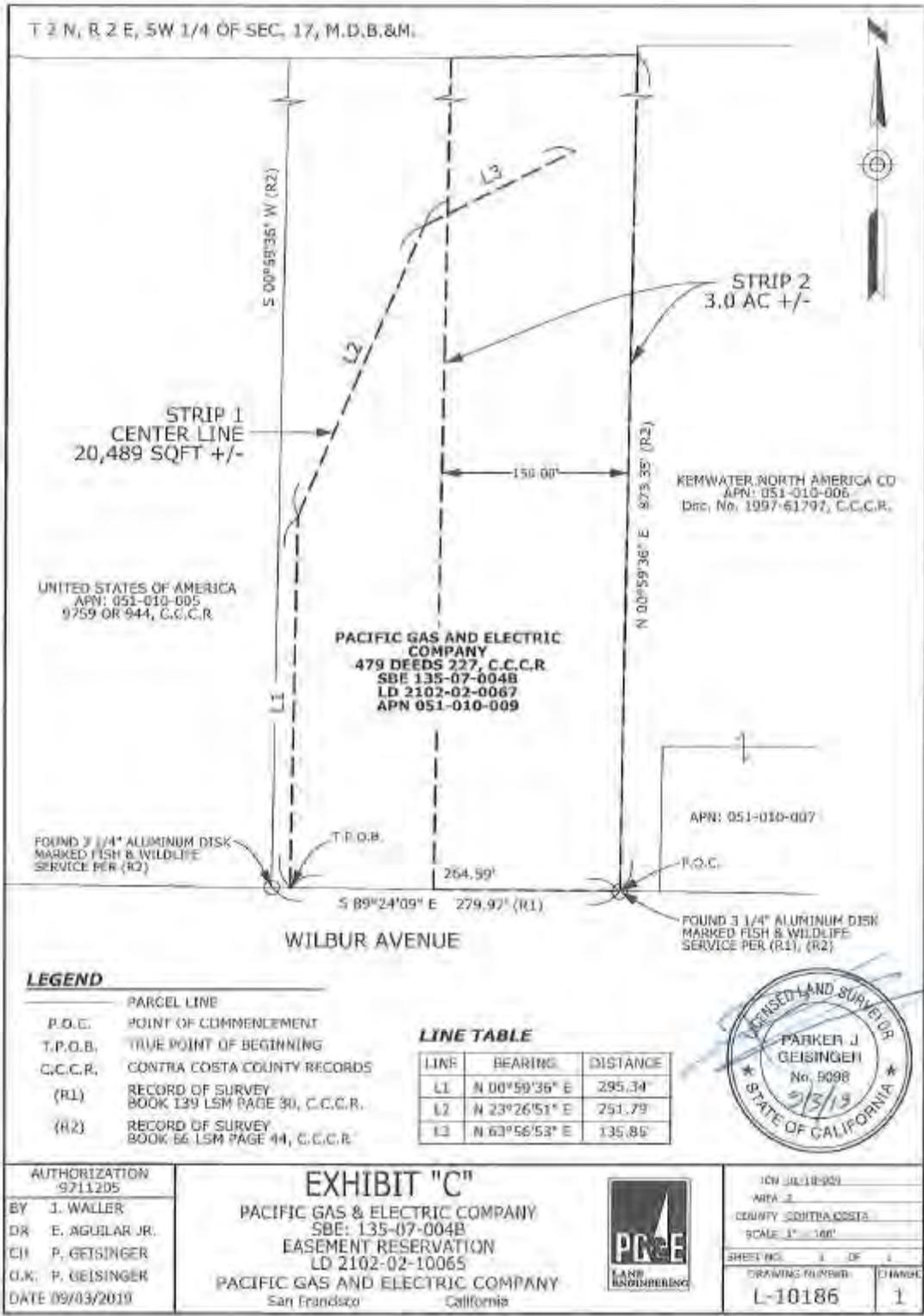
A strip of land of the uniform width of 150 feet lying contiguous to and westerly of the easterly boundary line of said parcel of land and extending from the southerly boundary line of said parcel of land northerly approximately 873 feet to the northerly boundary line of said parcel of land.

Containing an area of 3.0 acres, more or less.

All as shown upon EXHIBIT "C" attached hereto and made a part hereof.




Parker J. Geisinger
L.S. No. 9098



DESCRIPTIONS PART 2

ANTIOCH DUNES WEST PARCEL

LD 2102-02-10061
2018171 (01-18-009) 11 18 1
Antioch Dunes Mitigation Transfer/Easement Reservation

EXHIBIT "A"

(APN 051-010-008)

All that certain real property situate in the City of Antioch, the County of Contra Costa, State of California, described as follows:

The parcel of land described in the deed from C. W. Coburn and Jane Coburn to Great Western Power Company dated September 22, 1916 and recorded in Volume 276 of Deeds at page 159, Contra Costa County Records, described as follows:

BEGINNING at a point in Northerly line of County Road fifty (50) feet North and Eight hundred and thirty-three and 58/100 (833.58) feet North eighty-nine degrees (89°) thirty-five minutes (35') East, from the corner of Sections Seventeen (17) Eighteen (18) Nineteen (19) Twenty (20), Township two (2) North Range two (2) East M.D.M; thence North Nine hundred and fifty-one and 06/100 (951.06) feet (along the west line of the tract of land containing 20.28 Acres conveyed by Frank E. Peabody to Golden Gate Brick Company by deed dated October 11, 1905, and recorded March 2, 1906 in Volume 116 of Deeds at page 132 thereof in the office of the County Recorder of said Contra Costa County, to which said deed and said record thereof reference is hereby made the same being hereby made a part hereof for the purposes of description) to a point on the low water line of the San Joaquin River, thence North Seventy (70) degrees West Two Hundred and fifty-five (255) feet to a station; thence South four (4) degrees Four (4) minutes West Four Hundred and five (405) feet to a station; thence South Seventy-seven (77) degrees Forty-two (42) minutes East Fifteen (15) feet to a station; thence South Twelve (12) degrees Fifty-eight (58) minutes West six hundred and forty-eight (648) feet to the said South line of said Section Seventeen (17); thence East along said south line of said Section, Three hundred and Ninety-three and 58/100 (393.58) feet to the point of beginning, containing six and 69/100 (6.69) acres of land.

EXHIBIT "B"

(APN 051-010-008)

A portion of the parcel of land described in the deed from C. W. Coburn and Jane Coburn to Great Western Power Company dated September 22, 1916 and recorded in Volume 276 of Deeds at page 159, Contra Costa County Records, described as follows:

PARCEL 1

Beginning at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running northerly along the easterly boundary line of said parcel of land

(1) north 01°00'51" east 127.70 feet; thence leaving said easterly boundary line

(2) north 90°00'00" west 233.52 feet; thence

(3) north 08°51'15" east 362.32 feet; thence

(4) north 90°00'00" west 79.14 feet

to the westerly boundary line of said parcel of land; thence southwesterly along said westerly boundary line

(5) south 13°58'51" west 490.99 feet

to the southerly boundary line of said parcel of land; thence easterly along said southerly boundary line

(6) south 70°06'44" east 16.19 feet; thence continuing

(7) south 89°24'09" east 385.05 feet

to the point of beginning.

Containing an area of 1.83 acres, more or less.

PARCEL 2

Commencing at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running westerly along the southerly boundary line of said parcel of land

(a) north 89°24'09" west 193.83 feet

to the TRUE POINT OF BEGINNING of the herein described parcel of land; thence leaving said southerly boundary line

(1) north 12°47'28" east 260.85 feet; thence

(2) south 77°12'32" east 16.45 feet; thence

(3) north 12°47'28" east 30.00 feet; thence

(4) north 77°12'32" west 46.45 feet; thence

(5) south 12°47'28" west 267.33 feet

to said southerly boundary line; thence easterly along said southerly boundary line
(6) south 89°24'08" east 30.69 feet
to the TRUE POINT OF BEGINNING.

Containing an area of 8,416 square feet, more or less.

PARCEL 3

Commencing at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running westerly along the southerly boundary line of said parcel of land

(a) north 89°24'09" west 53.06 feet
to the TRUE POINT OF BEGINNING of the herein described parcel of land; thence continuing
(1) north 89°24'09" west 152.65 feet; thence leaving said southerly boundary line
(2) north 83°11'24" west 165.60 feet
to the westerly boundary line of said parcel of land; thence
(3) north 13°58'51" east 30.24 feet; thence leaving said westerly boundary line
(4) south 83°11'24" east 312.22 feet; thence
(5) south 01°00'51" west 13.55 feet
to the TRUE POINT OF BEGINNING.

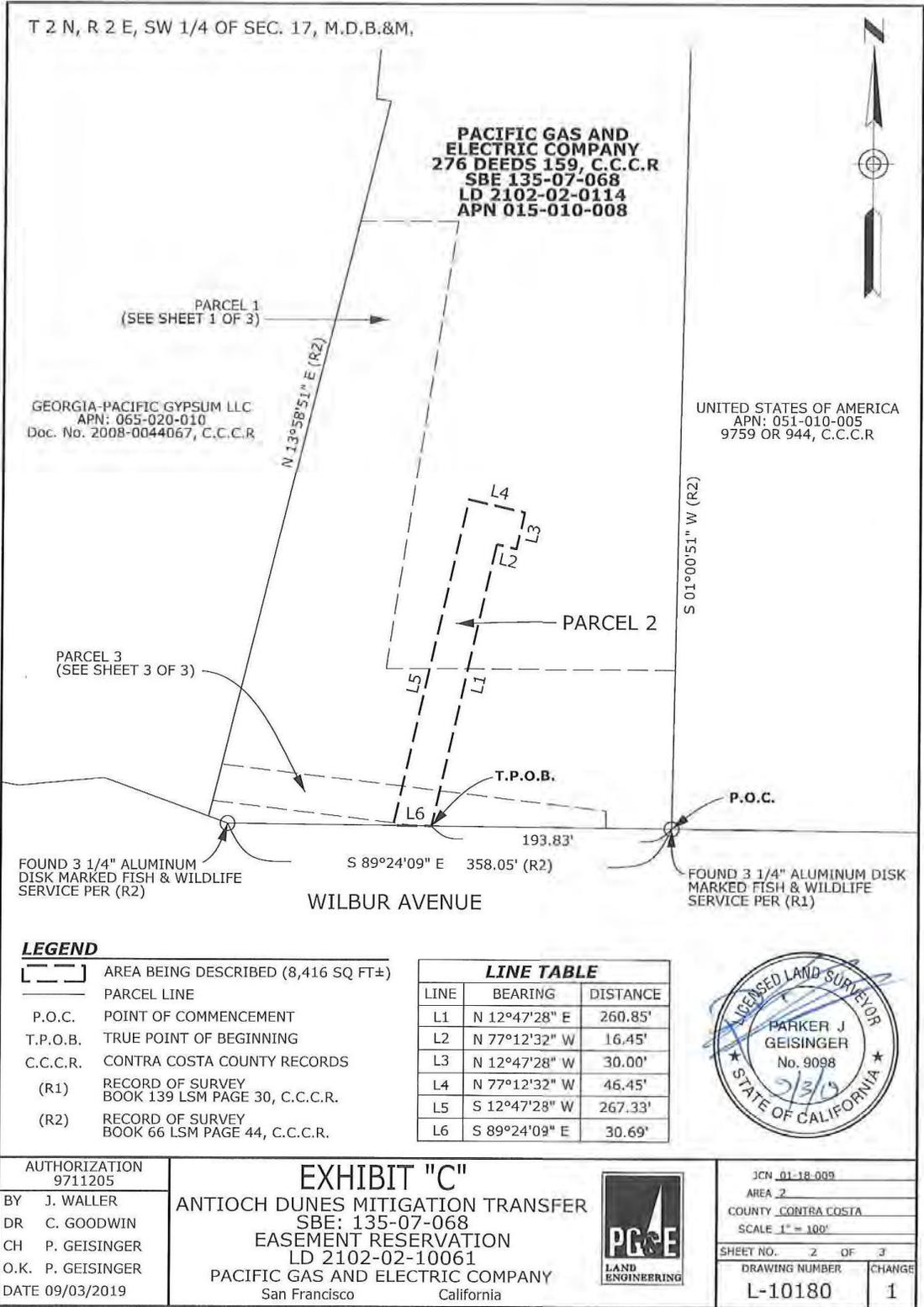
Containing an area of 8,199 square feet, more or less.

All as shown upon EXHIBIT "C" attached hereto and made a part hereof.




Parker J. Geisinger
LS No. 9098





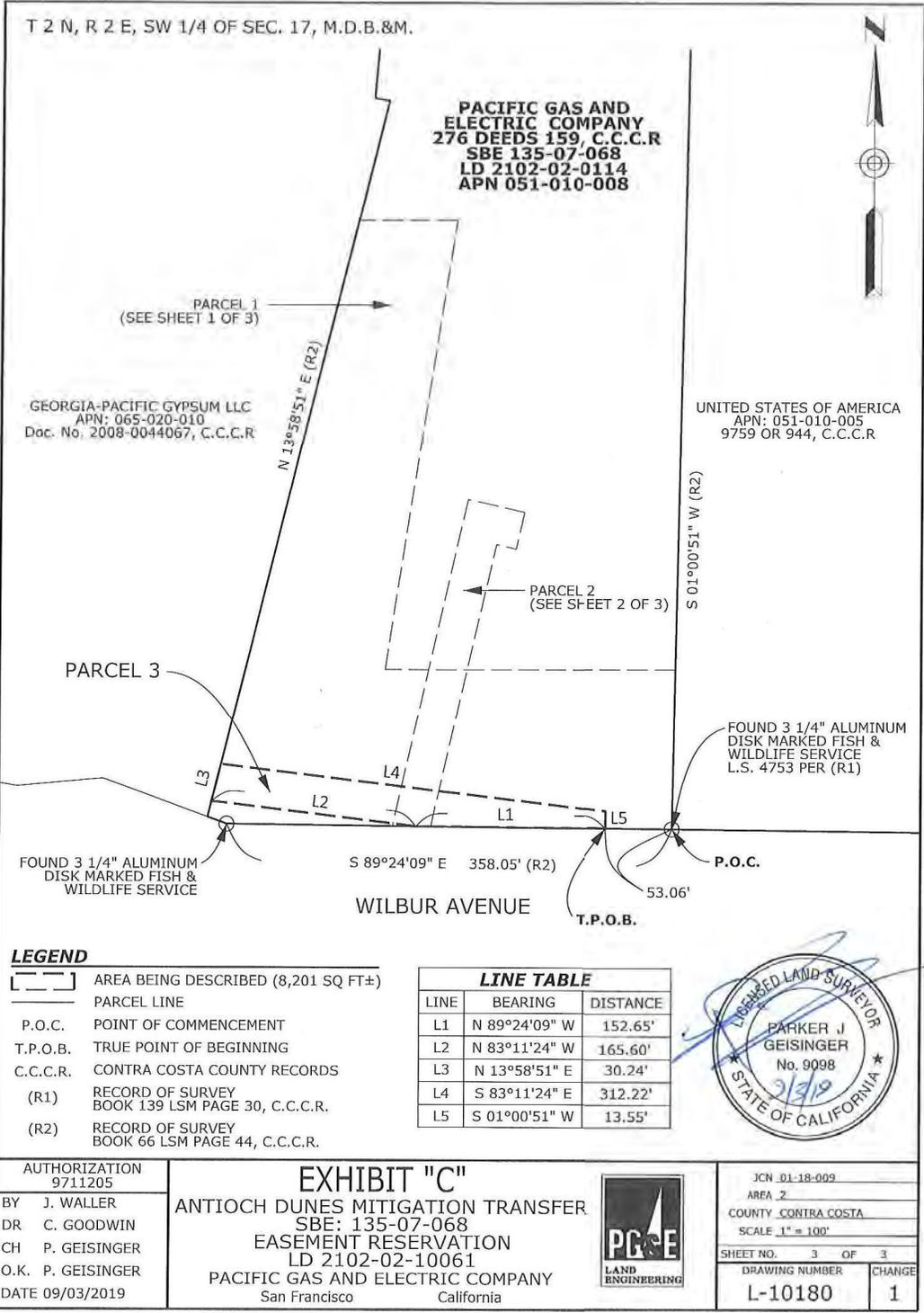


EXHIBIT B

GRANT DEEDS

[Follow this page]

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2102-02-10065

DEED

APN: 051-010-009
2018186 (01-18-009) 12 18 1
Antioch Dunes Mitigation Transfer/Easement Reservation

GRANT DEED AND RESERVATION OF RIGHTS AND EASEMENTS

CONVEYANCES

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantor**”), hereby grants to the UNITED STATES OF AMERICA and its assigns (“**UNITED STATES OF AMERICA**”), the real property, situate in the City of Antioch, County of Contra Costa, State of California, more particularly described in Exhibit A, attached hereto and made a part hereof (the “**Property**”):

TOGETHER WITH all buildings thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents and issues thereof.

Grantor further remises, releases, and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the Grantor may have in and to water rights, banks, beds, and waters of any stream or river bordering or traversing, or in any appropriative water rights appurtenant to, the Property, and also all interest in and to any alleys, roads, streets, ways, gores, or railroad rights-of-way abutting, adjoining, or appurtenant to the Property, and in any means of ingress or egress appurtenant thereto.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the UNITED STATES OF AMERICA, and unto its assigns forever.

The acquiring federal agency is the U.S. Department of the Interior, United States Fish and Wildlife Service.

RECITALS

A. Grantor has adopted the Bay Area Habitat Conservation Plan ("**HCP**") for routine operation and maintenance ("**O&M**") activities in the San Francisco Bay Area region of its service area to comply with the federal Endangered Species Act by applying for a Section 10[a][1][B] permit. The purpose of the HCP is to enable Grantor to continue to conduct current and future O&M activities within the San Francisco Bay Area while avoiding, minimizing, and mitigating for temporary and permanent impacts on threatened and endangered species habitat that could result from Grantor's ongoing O&M activities.

B. As contemplated by the HCP, Grantor desires to transfer and convey the Property to the UNITED STATES OF AMERICA, and the UNITED STATES OF AMERICA desires to accept such transfer and conveyance of the Property from PG&E for incorporation into the Antioch Dunes National Wildlife Refuge (the "**NWR**") which will have initial responsibility for managing the land, provided that nothing herein shall be construed as limiting or restricting use or ownership of the land to the NWR.

C. In consideration of such incorporation into the NWR and in accordance with the HCP, Grantor is hereby conveying the Property to the UNITED STATES OF AMERICA without monetary consideration.

RESERVATION OF RIGHTS AND EASEMENTS

A. Grantor expressly reserves an easement and the right, from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as "**the Facilities**"); together with a right of way, on, over and under the easement area described as follows (the "**Easement Area**"):

The strips of land as described in Exhibit B attached hereto and made a part hereof, and shown upon Exhibit C attached hereto and made a part hereof.

B. Further reserving to Grantor:

the right of ingress to and egress from the Easement Area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to the UNITED STATES OF AMERICA, provided, that such right of ingress and egress shall not extend to any portion of the Property which is isolated from the Easement Area by any public road or highway, now crossing or hereafter crossing the Property;

the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Area which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations (collectively, "**Vegetation Management**");

the right to use, on a temporary basis, such portion of the Property contiguous to the Easement Area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the Facilities; provided, however, whenever reasonably practical, Grantor will use reasonable efforts to notify and consult with the UNITED STATES OF AMERICA in advance of the exercise of

such rights, and use reasonable efforts to employ methods and practices that will minimize the impact on the Property of such use;

the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; provided that the UNITED STATES OF AMERICA shall be provided with a means of opening all such gates; and

the right to mark the location of the Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use the UNITED STATES OF AMERICA shall make of the Easement Area.

C. For the avoidance of doubt, Grantor acknowledges and agrees that all rights and easements reserved herein shall be subject to and performed in compliance with the provisions of the HCP and all applicable federal, state and local environmental, safety, and construction laws, regulations and standards.

D. Except in circumstances involving an emergency or material and imminent concern for public health, safety, or property, as determined by Grantor in its sole discretion exercised in good faith ("**Emergency Circumstances**"), Grantor shall provide reasonable prior written notice to the UNITED STATES OF AMERICA prior to undertaking any of the following (collectively, the "**Non-Routine Work**"): (1) any Vegetation Management involving the trimming, cutting down, removing or managing of any Lange's Metalmark Butterfly host and nectar plants; (2) any ingress to and egress from the Easement Area over and across the Property other than by means of roads and lanes thereon in accordance with paragraph III.B(2) above; (3) any use of any area contiguous to the Easement Area in accordance with paragraph III.B(3) above; and (4) any work that will materially increase the physical size of Grantor's equipment or Grantor's physical occupation of the Easement Area. Upon notification of any Non-Routine Work, Grantor shall consult with the UNITED STATES OF AMERICA in advance of the exercise of such Non-Routine Work and shall adopt the UNITED STATES OF AMERICA's consultation input where reasonably feasible.

E. Grantor hereby covenants and agrees:

1. not to fence the Easement Area;

to promptly backfill any excavations made by it on the Easement Area; and

repair any damage it shall do to the Property by exercising any of the reserved rights and restore the Easement area to as near as practicable to the condition that existed prior to any construction by or on behalf of Grantor hereunder.

F. The UNITED STATES OF AMERICA hereby covenants and agrees not to place or construct, nor authorize a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Area, or diminish or substantially add to the ground level within the Easement Area, or construct any fences that will interfere with the maintenance and operation of the Facilities.

TERMS OF GRANT

A. The conveyance by Grantor to the UNITED STATES OF AMERICA pursuant to this Grant Deed and Reservation of Rights and Easements is subject to any exceptions to title disclosed by public records.

B. The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

C. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Justin Scroggins, P.L.S., Supervisor – Land
Surveying and Engineering Support

[NEED TO INSERT USFWS CERTIFICATE OF ACCEPTANCE]

Attach to LD: 2102-02-10065

Area, Region or Location: 2

Land Service Office: Concord

Line of Business: Electric Transmission (42), Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 21.02.02.17.34, 21.02.02.17.31, 21.02.02.17.33, 21.02.02.17.32,

FERC License Number: *N/A*

PG&E Drawing Number: L-10186

Plat No.: 57E05

LD of Affected Documents: 2102-02-0067

LD of Cross Referenced Documents: *N/A*

Type of interest: Easements Granted over Fee Lands (11C), Electric Pole Line Easements (3),
Electric Tower Line Easements (2), Utility Easement (86)

SBE Parcel: 135-07-004B

% Being Quitclaimed: *N/A*

Order or PM: 9711205

JCN: 01-18-009

County: Contra Costa

Utility Notice Number: *N/A*

851 Approval Application No: *N/A* ;Decision: *N/A*

Prepared By: clgw

Checked By: PXGE R;:,

Approved By: ' /

Revised by:

EXHIBIT A

[Insert Final]

EXHIBIT B

[Insert Final]

EXHIBIT C

[Insert Final]

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2102-02-10061

DEED

APN 051-010-008
2018171 (01-18-009) 10 20 1
Antioch Dunes Mitigation Transfer/Easement Reservation

GRANT DEED AND RESERVATION OF RIGHTS AND EASEMENTS

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TOGETHER WITH all buildings thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents and issues thereof.

Grantor further remises, releases, and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the Grantor may have in and to water rights, banks, beds, and waters of any stream or river bordering or traversing, or in any appropriate water rights appurtenant to, the Property, and also all interest in and to any alleys, roads, streets, ways, gores, or railroad rights-of-way abutting, adjoining, or appurtenant to the Property, and in any means of ingress or egress appurtenant thereto.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights

and appurtenances thereto in anywise belonging, unto the UNITED STATES OF AMERICA, and unto its assigns forever.

The acquiring federal agency is the U.S. Department of the Interior, United States Fish and Wildlife Service.

RECITALS

A. Grantor has adopted the Bay Area Habitat Conservation Plan ("**HCP**") for routine operation and maintenance ("**O&M**") activities in the San Francisco Bay Area region of its service area to comply with the federal Endangered Species Act by applying for a Section 10[a][1][B] permit. The purpose of the HCP is to enable Grantor to continue to conduct current and future O&M activities within the San Francisco Bay Area while avoiding, minimizing, and mitigating for temporary and permanent impacts on threatened and endangered species habitat that could result from Grantor's ongoing O&M activities.

B. As contemplated by the HCP, Grantor desires to transfer and convey the Property to the UNITED STATES OF AMERICA, and the UNITED STATES OF AMERICA desires to accept such transfer and conveyance of the Property from PG&E for incorporation into the Antioch Dunes National Wildlife Refuge (the "**NWR**") which will have initial responsibility for managing the land, provided that nothing herein shall be construed as limiting or restricting use or ownership of the land to the NWR.

C. In consideration of such incorporation into the NWR and in accordance with the HCP, Grantor is hereby conveying the Property to the UNITED STATES OF AMERICA without monetary consideration.

RESERVATION OF RIGHTS AND EASEMENTS

A. Grantor expressly reserves an easement and the right, from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as the "**Facilities**"); together with a right of way, on, over, and under the easement area described as follows (the "**Easement Area**"):

The strips of land as described in Exhibit B attached hereto and made a part hereof, and shown upon Exhibit C attached hereto and made a part hereof.

B. Further reserving to Grantor:

the right of ingress to and egress from the Easement Area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to the UNITED STATES OF AMERICA, provided, that such right of ingress and egress shall not extend to any portion of the Property which is isolated from the Easement Area by any public road or highway, now crossing or hereafter crossing the Property;

the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Area which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations (collectively, "**Vegetation Management**");

the right to use, on a temporary basis, such portion of the Property contiguous to the Easement Area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the Facilities; provided, however, whenever reasonably practical, Grantor will use reasonable efforts to notify and consult with the UNITED STATES OF AMERICA in advance of the exercise of such rights, and use reasonable efforts to employ methods and practices that will minimize the impact on the Property of such use;

the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; provided that the UNITED STATES OF AMERICA shall be provided with a means of opening all such gates; and

the right to mark the location of the Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use the UNITED STATES OF AMERICA shall make of the Easement Area.

C. For the avoidance of doubt, Grantor acknowledges and agrees that all rights and easements reserved herein shall be subject to and performed in compliance with the provisions of the HCP and all applicable federal, state and local environmental, safety, and construction laws, regulations and standards.

D. Except in circumstances involving an emergency or material and imminent concern for public health, safety, or property, as determined by Grantor in its sole discretion exercised in good faith ("**Emergency Circumstances**"), Grantor shall provide reasonable prior written notice to the UNITED STATES OF AMERICA prior to undertaking any of the following (collectively, the "**Non-Routine Work**"): (1) any Vegetation Management involving the trimming, cutting down, removing or managing of any Lange's Metalmark Butterfly host and nectar plants; (2) any ingress to and egress from the Easement Area over and across the Property other than by means of roads and lanes thereon in accordance with paragraph III.B(2) above; (3) any use of any area contiguous to the Easement Area in accordance with paragraph III.B(3) above; and (4) any work that will materially increase the physical size of Grantor's equipment or Grantor's physical occupation of the Easement Area. Upon notification of any Non-Routine Work, Grantor shall consult with the UNITED STATES OF AMERICA in advance of the exercise of such Non-Routine Work and shall adopt the UNITED STATES OF AMERICA's consultation input where reasonably feasible.

E. Grantor hereby covenants and agrees:

2. not to fence the Easement Area;
3. to promptly backfill any excavations made by it on the Easement Area; and

4. repair any damage it shall do to the Property by exercising any of the reserved rights and restore the Easement area to as near as practicable to the condition that existed prior to any construction by or on behalf of Grantor hereunder.

F. The UNITED STATES OF AMERICA hereby covenants and agrees not to place or construct, nor authorize a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Area, or diminish or substantially add to the ground level within the Easement Area, or construct any fences that will interfere with the maintenance and operation of the Facilities.

IV. TERMS OF GRANT

A. The conveyance by Grantor to the UNITED STATES OF AMERICA pursuant to this Grant Deed and Reservation of Rights and Easements is subject to any exceptions to title disclosed by public records.

B. The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

C. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Justin Scroggins, P.L.S., Supervisor – Land
Surveying and Engineering Support

[NEED TO INSERT USFWS CERTIFICATE OF ACCEPTANCE]

Attach to LD: 2102-02-10061
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Transmission (42), Electric Distribution (43), Gas Distribution (53)
Business Doc Type: Easements
MTRSQ: 21.02.02.17.34, 21.02.02.17.31, 21.02.02.17.33, 21.02.02.17.32,
FERC License Number: N/A
PG&E Drawing Number: L-10180
Plat No.: 57E04
LD of Affected Documents: 2102-02-0114
LD of Cross Referenced Documents: 2102-02-10065
Type of interest: Easements Granted over Fee Lands (11C), Electric Pole Line Easements (3),
Electric Tower Line Easements (2), Gas and Pipeline Easements (5), Utility Easement (86)
SBE Parcel: 135-07-068
% Being Quitclaimed: N/A
Order or PM: 9711205
JCN: 01-18-009
County: Contra Costa
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: clgw
Checked By: RSSG
Approved By:
Revised by:

LD 2102-02-10065
2018186 (01-18-009) 12 18 1
Antioch Dunes Mitigation Transfer/Easement Reservation

EXHIBIT "A"

[Insert Final]

LD 2102-02-10065
2018186 (01-18-009) 12 18 1
Antioch Dunes Mitigation Transfer/Easement Reservation

EXHIBIT "B"

[Insert Final]

Attachment 2a

Antioch Dunes East

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2102-02-10065

DEED

2018186 (01-18-009) 12 18 1
Antioch Dunes Mitigation Transfer/Easement Reservation

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantor, hereby grants, (without warranty express or implied), to the UNITED STATES FISH AND WILDLIFE SERVICE, ANTIOCH DUNES NATIONAL WILDLIFE REFUGE, hereinafter called Grantee, the real property, situate in the City of Antioch, County of Contra Costa, State of California, described as follows (the "Property"):

(APN 051-010-009)

The parcel of land described in EXHIBIT "A" attached hereto and made a part hereof.

Reserving to Grantor an easement and the right, from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as "the Facilities"); together with a right of way, on, over and under the easement area described as follows (the "Easement Area:"):

The strips of land as described in EXHIBIT "B" and shown upon EXHIBIT "C" attached hereto and made a part hereof.

MAIL TAX STATEMENTS TO:

Name

Address

Zip

Further reserving to Grantor:

(a) the right of ingress to and egress from the Easement Area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee, provided, that such right of ingress and egress shall not extend to any portion of the Property which is isolated from the Easement Area by any public road or highway, now crossing or hereafter crossing the Property;

(b) the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Area which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(c) the right to use such portion of said lands contiguous to the Easement Area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the Facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

(e) the right to mark the location of the Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Area.

(f) the right to assign, lease, permit, or license to any person or entity any or all of the rights reserved herein.

Grantor hereby covenants and agrees:

(a) not to fence the Easement Area;

(b) to promptly backfill any excavations made by it on the Property; and

(c) repair any damage it shall do to the Property by exercise of said right of ingress and egress.

Grantee hereby covenants and agrees:

(a) not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Area, or diminish or substantially add to the ground level within the Easement Area, or construct any fences that will interfere with the maintenance and operation of the Facilities. In the event any building or other structure is built within the Easement Area, Grantee shall, at its sole expense, remove said building or other structure upon receiving notice from Grantor.

The conveyance by Grantor to Grantee pursuant to this Grant Deed (this "Deed") is subject to:

- (a) a lien securing payment of non-delinquent real estate taxes and assessments; and
- (b) any exceptions to title disclosed by public records.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Justin Scroggins, P.L.S., Supervisor – Land
Surveying and Engineering Support

Attach to LD: 2102-02-10065
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Transmission (42), Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 21.02.02.17.34, 21.02.02.17.31, 21.02.02.17.33, 21.02.02.17.32,
FERC License Number: N/A
PG&E Drawing Number: L-10186
Plat No.: 57E05
LD of Affected Documents: 2102-02-0067
LD of Cross Referenced Documents: N/A
Type of interest: Easements Granted over Fee Lands (11C), Electric Pole Line Easements (3),
Electric Tower Line Easements (2), Utility Easement (86)
SBE Parcel: 135-07-004B
% Being Quitclaimed: N/A
Order or PM: 9711205
JCN: 01-18-009
County: Contra Costa
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: clgw
Checked By: PXGE FG
Approved By:
Revised by:

LD 2102-02-10065

2018186 (01-18-009) 12 18 1

Antioch Dunes Mitigation Transfer/Easement Reservation

EXHIBIT "A"

(APN 051-010-009)

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

The parcel of land described in the deed from E. B. and A. L. Stone Company to Pacific Gas and Electric Company dated October 14, 1924 and recorded in Volume 479 of Deeds at page 227, Contra Costa County Records, described as follows:

Beginning at the 3/4" iron pipe marking the southeast corner of the lands of the party of the first part, from which the southwest corner of Section 17, Township 2 North, Range 2 East, M.D.B & M., bears south 88 degrees 32 3/4 minutes west, 1820.7 feet distant, and running thence north 0 degrees 31 minutes east, 888.4 feet to a point in the northerly boundary line of the lands of the party of the first part; thence along said last mentioned boundary line south 88 degrees 16 minutes west, 99.0 feet; thence south 89 degrees 16 minutes west, 181.1 feet; thence south 0 degrees 31 minutes west, 882.5 feet, to a point in the southerly boundary line of the lands of the party of the first part; thence along said last mentioned boundary line south 89 degrees 52 3/4 minutes east, 280.0 feet, more or less, to the point of beginning, containing 5.69 acres and being a portion of the southwest quarter of Section 17, Township 2 North, Range 2 East, M.D.B & M.

EXHIBIT "B"

(APN 051-010-009)

A portion of the parcel of land described in the deed from E. B. and A. L. Stone Company to Pacific Gas and Electric Company dated October 14, 1924 and recorded in Volume 479 of Deeds at page 227, Contra Costa County Records, described as follows:

STRIP 1

A strip of land of the uniform width of 30 feet lying 15 feet on each side of the line described as follows:

Commencing at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running westerly along the southerly boundary line of said parcel of land

(a) north 89°24'09" west 264.26 feet
to the TRUE POINT OF BEGINNING; thence leaving said southerly boundary line

- (1) north 00°59'36" east 295.34 feet; thence
- (2) north 23°26'51" east 251.79 feet; thence
- (3) north 63°56'53" east 135.85 feet.

Containing an area of 20,489 square feet, more or less.

STRIP 2

A strip of land of the uniform width of 150 feet lying contiguous to and westerly of the easterly boundary line of said parcel of land and extending from the southerly boundary line of said parcel of land northerly approximately 873 feet to the northerly boundary line of said parcel of land.

Containing an area of 3.0 acres, more or less.

All as shown upon EXHIBIT "C" attached hereto and made a part hereof.




Parker J. Geisinger
LS No. 9098

9/3/12

T 2 N, R 2 E, SW 1/4 OF SEC. 17, M.D.B.&M.



STRIP 1
CENTER LINE
20,489 SQFT +/-

STRIP 2
3.0 AC +/-

UNITED STATES OF AMERICA
APN: 051-010-005
9759 OR 944, C.C.C.R.

PACIFIC GAS AND ELECTRIC
COMPANY
479 DEEDS 227, C.C.C.R
SBE 135-07-004B
LD 2102-02-0067
APN 051-010-009

KEMWATER NORTH AMERICA CO
APN: 051-010-006
Doc. No. 1997-61797, C.C.C.R.

FOUND 3 1/4" ALUMINUM DISK
MARKED FISH & WILDLIFE
SERVICE PER (R2)

T.P.O.B.

264.59'

APN: 051-010-007

P.O.C.

FOUND 3 1/4" ALUMINUM DISK
MARKED FISH & WILDLIFE
SERVICE PER (R1), (R2)

S 89°24'09" E 279.97' (R1)

WILBUR AVENUE

LEGEND

- PARCEL LINE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- C.C.C.R. CONTRA COSTA COUNTY RECORDS
- (R1) RECORD OF SURVEY
BOOK 139 LSM PAGE 30, C.C.C.R.
- (R2) RECORD OF SURVEY
BOOK 66 LSM PAGE 44, C.C.C.R.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°59'36" E	295.34'
L2	N 23°26'51" E	251.79'
L3	N 63°56'53" E	135.85'



AUTHORIZATION
9711205

BY J. WALLER
DR E. AGUILAR JR.
CH P. GEISINGER
O.K. P. GEISINGER
DATE 09/03/2019

EXHIBIT "C"

PACIFIC GAS & ELECTRIC COMPANY
SBE: 135-07-004B
EASEMENT RESERVATION
LD 2102-02-10065
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN 01-18-009

AREA 2

COUNTY CONTRA COSTA

SCALE 1" = 100'

SHEET NO. 1 OF 1

DRAWING NUMBER

CHANGE

L-10186

1

Attachment 2b

Antioch West

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2102-02-10061

DEED

2018171 (01-18-009) 10 20 1
Antioch Dunes Mitigation Transfer/Easement Reservation

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantor, hereby grants, (without warranty express or implied), to the UNITED STATES FISH AND WILDLIFE SERVICE, ANTIOCH DUNES NATIONAL WILDLIFE REFUGE, hereinafter called Grantee, the real property, situate in the City of Antioch, County of Contra Costa, State of California, described as follows (the "Property"):

(APN 051-010-008)

The parcel of land described in EXHIBIT "A" attached hereto and made a part hereof.

Reserving to Grantor an easement and the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as "the Facilities"); together with a right of way, on, over, and under the easement area described as follows (the "Easement Area"):

The parcels of land described in EXHIBIT "B" and shown upon EXHIBIT "C" attached hereto and made a part hereof.

MAIL TAX STATEMENTS TO:

Name Address Zip

Further reserving to Grantor:

(a) the right of ingress to and egress from the Easement Area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee, provided, that such right of ingress and egress shall not extend to any portion of the Property which is isolated from the Easement Area by any public road or highway, now crossing or hereafter crossing the Property;

(b) the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Area which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(c) the right to use such portion of said lands contiguous to the Easement Area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the Facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

(e) the right to mark the location of the Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Area.

(f) the right to assign, lease, permit, or license to any person or entity any or all of the rights reserved herein.

Grantor hereby covenants and agrees:

- (a) not to fence the Easement Area;
- (b) to promptly backfill any excavations made by it on the Property; and
- (c) repair any damage it shall do to the Property by exercise of said right of ingress and egress.

Grantee hereby covenants and agrees:

(a) not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Area, or diminish or substantially add to the ground level within the Easement Area, or construct any fences that will interfere with the maintenance and operation of the Facilities. In the event any building or other structure is built within the Easement Area, Grantee shall, at its sole expense, remove said building or other structure upon receiving notice from Grantor.

(b) not to commence, nor allow a third party to commence, any construction activity (surface or subsurface) within the Easement Area without the written approval of Grantor, which approval shall not be unreasonably withheld. No construction activity shall commence until such time that Grantor approves the request. Grantee shall submit requests to the following address, or to such other address as Grantor may designate by written notice:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

(c) not to plant any trees, brush, or vines within the Easement Area. Grantee may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the Easement Area.

The conveyance by Grantor to Grantee pursuant to this Grant Deed (this "Deed") is subject to:

- (a) a lien securing payment of non-delinquent real estate taxes and assessments; and
- (b) any exceptions to title disclosed by public records.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20__.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Justin Scroggins, P.L.S., Supervisor – Land
Surveying and Engineering Support

Attach to LD: 2102-02-10061
Area, Region or Location: 2
Land Service Office: Concord
Line of Business: Electric Transmission (42), Electric Distribution (43), Gas Distribution (53)
Business Doc Type: Easements
MTRSQ: 21.02.02.17.34, 21.02.02.17.31, 21.02.02.17.33, 21.02.02.17.32,
FERC License Number: N/A
PG&E Drawing Number: L-10180
Plat No.: 57E04
LD of Affected Documents: 2102-02-0114
LD of Cross Referenced Documents: 2102-02-10065
Type of interest: Easements Granted over Fee Lands (11C), Electric Pole Line Easements (3),
Electric Tower Line Easements (2), Gas and Pipeline Easements (5), Utility Easement (86)
SBE Parcel: 135-07-068
% Being Quitclaimed: N/A
Order or PM: 9711205
JCN: 01-18-009
County: Contra Costa
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: clgw
Checked By: RSSG
Approved By:
Revised by:

LD 2102-02-10061
2018171 (01-18-009) 10 20 1
Antioch Dunes Mitigation Transfer/Easement Reservation

EXHIBIT "A"

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

(APN 051-010-008)

The parcel of land described in the deed from C. W. Coburn and Jane Coburn to Great Western Power Company dated September 22, 1916 and recorded in Volume 276 of Deeds at page 159, Contra Costa County Records, described as follows:

All the land north of Wilbur Avenue, south of the low water line of the San Joaquin River and easterly of the east of the line of land described in the Quit Claim deed from Domtar Gypsum America Inc. to Georgia Pacific Gypsum, LLC. recorded March 3, 2008 as Document Number 2008-0044067-00, records of said county.

EXHIBIT "B"

(APN 051-010-008)

A portion of the parcel of land described in the deed from C. W. Coburn and Jane Coburn to Great Western Power Company dated September 22, 1916 and recorded in Volume 276 of Deeds at page 159, Contra Costa County Records, described as follows:

PARCEL 1

Beginning at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running northerly along the easterly boundary line of said parcel of land

(1) north 01°00'51" east 127.70 feet; thence leaving said easterly boundary line

(2) north 90°00'00" west 233.52 feet; thence

(3) north 08°51'15" east 362.32 feet; thence

(4) north 90°00'00" west 79.14 feet

to the westerly boundary line of said parcel of land; thence southwesterly along said westerly boundary line

(5) south 13°58'51" west 490.99 feet

to the southerly boundary line of said parcel of land; thence easterly along said southerly boundary line

(6) south 70°06'44" east 16.19 feet; thence continuing

(7) south 89°24'09" east 385.05 feet

to the point of beginning.

Containing an area of 1.83 acres, more or less.

PARCEL 2

Commencing at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running westerly along the southerly boundary line of said parcel of land

(a) north 89°24'09" west 193.83 feet

to the TRUE POINT OF BEGINNING of the herein described parcel of land; thence leaving said southerly boundary line

(1) north 12°47'28" east 260.85 feet; thence

(2) south 77°12'32" east 16.45 feet; thence

(3) north 12°47'28" east 30.00 feet; thence

(4) north 77°12'32" west 46.45 feet; thence

(5) south 12°47'28" west 267.33 feet

to said southerly boundary line; thence easterly along said southerly boundary line
(6) south 89°24'08" east 30.69 feet
to the TRUE POINT OF BEGINNING.

Containing an area of 8,416 square feet, more or less.

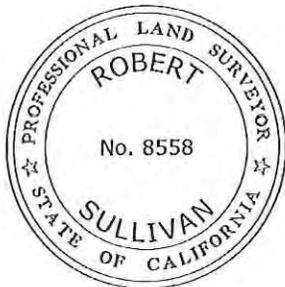
PARCEL 3

Commencing at the found 3-1/4 inch aluminum disk shown upon the Record of Survey filed for record April 17, 1980 in Book 66 of Licensed Surveyors Maps at page 44, Contra Costa County Records, as marking the southeast corner of said parcel of land and running westerly along the southerly boundary line of said parcel of land

(a) north 89°24'09" west 53.06 feet
to the TRUE POINT OF BEGINNING of the herein described parcel of land; thence continuing
(1) north 89°24'09" west 152.65 feet; thence leaving said southerly boundary line
(2) north 83°11'24" west 165.60 feet
to the westerly boundary line of said parcel of land; thence
(3) north 13°58'51" east 30.24 feet; thence leaving said westerly boundary line
(4) south 83°11'24" east 312.22 feet; thence
(5) south 01°00'51" west 13.55 feet
to the TRUE POINT OF BEGINNING.

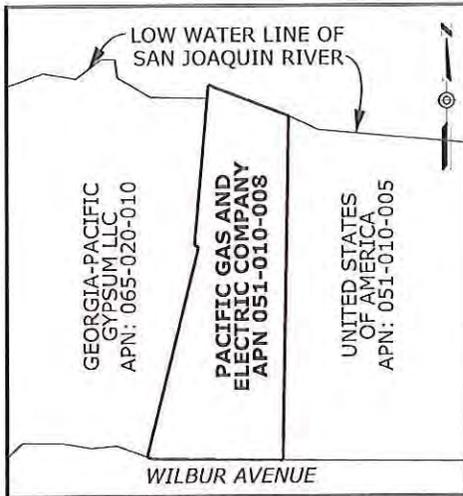
Containing an area of 8,199 square feet, more or less.

All as shown upon EXHIBIT "C" attached hereto and made a part hereof.



Robert Sullivan
Robert Sullivan 10/23/20
LS No. 8558

T 2 N, R 2 E, SW 1/4 OF SEC. 17, M.D.B.&M.



PROJECT SITE MAP
NTS

PACIFIC GAS AND ELECTRIC COMPANY
276 DEEDS 159, C.C.C.R.
SBE 135-07-068
LD 2102-02-0114
APN 051-010-008



PARCEL 1

GEORGIA-PACIFIC GYPSUM LLC
APN: 065-020-010
Doc. No. 2008-0044067, C.C.C.R.

PARCEL 3
(SEE SHEET 3 OF 3)

PARCEL 2
(SEE SHEET 2 OF 3)

UNITED STATES OF AMERICA
APN: 051-010-005
9759 OR 944, C.C.C.R.

FOUND 3 1/4" ALUMINUM DISK MARKED FISH & WILDLIFE SERVICE PER (R2)

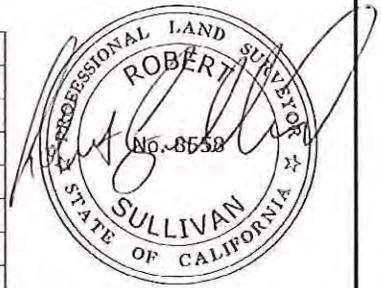
FOUND 3 1/4" ALUMINUM DISK MARKED FISH & WILDLIFE SERVICE PER (R1)

WILBUR AVENUE

LEGEND

- AREA BEING DESCRIBED (1.38 AC ±)
- PARCEL LINE
- P.O.B. POINT OF BEGINNING
- C.C.C.R. CONTRA COSTA COUNTY RECORDS
- (R1) RECORD OF SURVEY BOOK 139 LSM PAGE 30, C.C.C.R.
- (R2) RECORD OF SURVEY BOOK 66 LSM PAGE 44, C.C.C.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°00'51" E	127.70'
L2	N 90°00'00" W	233.52'
L3	N 08°51'15" E	362.32'
L4	N 90°00'00" W	79.14'
L5	S 13°58'51" W	490.99'
L6	S 70°06'44" E	16.19'



AUTHORIZATION
9711205

BY J. WALLER
DR C. GOODWIN
CH R. SULLIVAN
O.K. R. SULLIVAN
DATE 10/16/2020

EXHIBIT "C"
ANTIOCH DUNES MITIGATION TRANSFER
SBE: 135-07-068
EASEMENT RESERVATION
LD 2102-02-10061
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

JCN_01-18-009
AREA 2
COUNTY _CONTRA COSTA
SCALE 1" = 100'
SHEET NO. 1 OF 3
DRAWING NUMBER CHANGE
L-10180 1

T 2 N, R 2 E, SW 1/4 OF SEC. 17, M.D.B.&M.



PACIFIC GAS AND ELECTRIC COMPANY
 276 DEEDS 159, C.C.C.R
 SBE 135-07-068
 LD 2102-02-0114
 APN 015-010-008

PARCEL 1
 (SEE SHEET 1 OF 3)

GEORGIA-PACIFIC GYPSUM LLC
 APN: 065-020-010
 Doc. No. 2008-0044067, C.C.C.R

UNITED STATES OF AMERICA
 APN: 051-010-005
 9759 OR 944, C.C.C.R

N 13°58'51" E (R2)

S 01°00'51" W (R2)

PARCEL 3
 (SEE SHEET 3 OF 3)

PARCEL 2

T.P.O.B.

P.O.C.

FOUND 3 1/4" ALUMINUM DISK MARKED FISH & WILDLIFE SERVICE PER (R2)

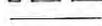
S 89°24'09" E 358.05' (R2)

FOUND 3 1/4" ALUMINUM DISK MARKED FISH & WILDLIFE SERVICE PER (R1)

193.83'

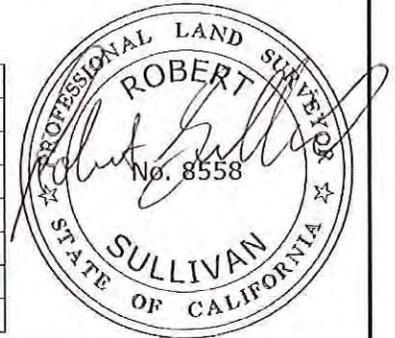
WILBUR AVENUE

LEGEND

-  AREA BEING DESCRIBED (8,416 SQ FT±)
-  PARCEL LINE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- C.C.C.R. CONTRA COSTA COUNTY RECORDS
- (R1) RECORD OF SURVEY BOOK 139 LSM PAGE 30, C.C.C.R.
- (R2) RECORD OF SURVEY BOOK 66 LSM PAGE 44, C.C.C.R.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 12°47'28" E	260.85'
L2	N 77°12'32" W	16.45'
L3	N 12°47'28" W	30.00'
L4	N 77°12'32" W	46.45'
L5	S 12°47'28" W	267.33'
L6	S 89°24'09" E	30.69'



AUTHORIZATION
 9711205
 BY J. WALLER
 DR C. GOODWIN
 CH R. SULLIVAN
 O.K. R. SULLIVAN
 DATE 10/16/2020

EXHIBIT "C"
 ANTIOCH DUNES MITIGATION TRANSFER
 SBE: 135-07-068
 EASEMENT RESERVATION
 LD 2102-02-10061
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN 01-18-009
 AREA 2
 COUNTY CONTRA COSTA
 SCALE 1" = 100'
 SHEET NO. 2 OF 3
 DRAWING NUMBER CHANGE
 L-10180 1

T 2 N, R 2 E, SW 1/4 OF SEC. 17, M.D.B.&M.



**PACIFIC GAS AND
ELECTRIC COMPANY**
276 DEEDS 159, C.C.C.R
SBE 135-07-068
LD 2102-02-0114
APN 051-010-008

PARCEL 1
(SEE SHEET 1 OF 3)

GEORGIA-PACIFIC GYPSUM LLC
APN: 065-020-010
Doc. No. 2008-0044067, C.C.C.R

UNITED STATES OF AMERICA
APN: 051-010-005
9759 OR 944, C.C.C.R

N 13°58'51" E (R2)

S 01°00'51" W (R2)

PARCEL 2
(SEE SHEET 2 OF 3)

PARCEL 3

FOUND 3 1/4" ALUMINUM
DISK MARKED FISH &
WILDLIFE SERVICE
L.S. 4753 PER (R1)

FOUND 3 1/4" ALUMINUM
DISK MARKED FISH &
WILDLIFE SERVICE

S 89°24'09" E 358.05' (R2)

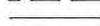
P.O.C.

WILBUR AVENUE

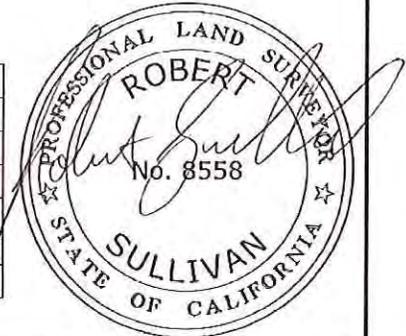
53.06'

T.P.O.B.

LEGEND

-  AREA BEING DESCRIBED (8,201 SQ FT±)
-  PARCEL LINE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- C.C.C.R. CONTRA COSTA COUNTY RECORDS
- (R1) RECORD OF SURVEY
BOOK 139 LSM PAGE 30, C.C.C.R.
- (R2) RECORD OF SURVEY
BOOK 66 LSM PAGE 44, C.C.C.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°24'09" W	152.65'
L2	N 83°11'24" W	165.60'
L3	N 13°58'51" E	30.24'
L4	S 83°11'24" E	312.22'
L5	S 01°00'51" W	13.55'



AUTHORIZATION
9711205
BY J. WALLER
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O.K. R. SULLIVAN
DATE 10/16/2020

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ANTIOCH DUNES MITIGATION TRANSFER
SBE: 135-07-068
EASEMENT RESERVATION
LD 2102-02-10061
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN 01-18-009
AREA 2
COUNTY CONTRA COSTA
SCALE 1" = 100'
SHEET NO. 3 OF 3
DRAWING NUMBER CHANGE
L-10180 1

**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