

Vicki Hoggins

From: Timothy Beers <tjb.forest18@gmail.com>
Sent: Thursday, November 14, 2024 4:04 PM
To: Jackson Minasian
Cc: Vicki Hoggins; Dustin Cooper; Leah Janowski
Subject: Re: Cal OES and FEMA Reimbursements

Caution! This message was sent from outside your organization. [Allow sender](#) | [Block sender](#) | [Report](#)

Jackson, thanks for your quick response. Since February of 2023, I've been working with FEMA on four projects related to the 2022-2023 Winter Storm Disaster. I have also worked with FEMA on two projects related to the February 4th, 2024 Windstorm. Plus, I'm now working with both FEMA and Cal OES on the two "Legacy Projects" (The Water Distribution System and The Temporary Water Supply and Repairs) from the 2020 North Complex Fire. Consequently, I have a good idea how both FEMA and Cal OES work and have communicated a lot with Scott Wagner but never Robbie Larson. Therefore, I will reach out to Scott and try to get movement on these reimbursements.

That said, I need to know exactly what we are asking to be reimbursed for. I also need the invoices and payment records for the District's attorney fees, expert fees, accounting fees, money paid out to Water Works, and any other additional fees the District had to pay out to obtain FEMA grant funding, for the appeals process, and for arbitration. If you have these, please forward them to me. If you don't have them, I'll reach out to Leah and Vicki for them.

Thanks for everything that you have done for the LMWD, you and the entire law firm are very much appreciated,

Tim Beers
President of the Lake Madrone Water District Board,
(916) 704-0839

On Thu, Nov 14, 2024 at 3:10 PM Jackson Minasian <jminasian@minasianlaw.com> wrote:

I have called Robbie Larson at Cal OES multiple times to inquire on the status of the two FEMA awards. Every time the exchange is a promise by him to look into it and to follow up and then I don't hear back from him. I had also reached out to Jess a few times to see if he was in contact with Cal OES but have not heard back from him. I can see in the minutes that someone at LMWD is working with someone in government on the FEMA awards. I communicated with the FEMA attorney a few months ago and she said it is the duty of CAL OES to get the FEMA money released. I think she is correct. The attached letter explains the nature of the FEMA proceedings and awards. Would you like me to reach out to Cal OES again? Or do you want to contact them? The two Cal OES contacts are Scott Wagner and Robbie Larson. Thanks you, Jackson

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Subject: Cal OES and FEMA Reimbursements

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Sent: Thursday, November 14, 2024 4:26 PM
To: Timothy Beers
Cc: Vicki Hoggins; Dustin Cooper; Leah Janowski
Subject: RE: Cal OES and FEMA Reimbursements
Attachments: Fenton DeShong Dimino Ltr w exhs 6.27.24.pdf

The Waterworks and Aptim invoices are contained in Exhibit 3 of the attached letter. We can compile our attorney fees. I recall Michael Reedy of APTIM saying that LMWD will probably not get reimbursed by FEMA for attorney fees incurred in the arbitration and appeal proceedings because the attorney fees are not directly related to the damage or the project to repair the damage. Nevertheless I think it is okay to submit them and see if FEMA will provide some reimbursement.

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Subject: Re: Cal OES and FEMA Reimbursements

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After I responded to your earlier email, I read the letter you forwarded with it. In the past, FEMA has always requested proof of payments of each invoice.

Tim
Sent from my iPhone

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President of the Lake Madrone Water District Board

(916) 704-0839

<Fenton DeShong Dimino Ltr w exhs 6.27.24.pdf>

This is all ok from a
legal point of view if
location is susceptible to
disturb



**Pacific Gas and
Electric Company™**

Chadwick Wyler
Principal Right of Way Agent
850 Stillwater Road
West Sacramento, CA 95605
Cell: (925) 391-4397
Email: ChadwickWyler@pge.com

Received

October 30, 2024

NOV 15 2024

Lake Madrone Water District
PO Box 1679
Oroville, CA 95965

Minasian Law Firm

Re: Pacific Gas and Electric Company's North Complex Fire Rebuild Program in Berry Creek, CA
Berry Creek, CA 95916
Butte County Assessor's Parcel Number 062-120-069

Dear Property Owner:

Pacific Gas and Electric Company's (PG&E) North Complex Fire Rebuild Program aims to restore and underground, where possible, PG&E's electric infrastructure in Berry Creek, CA.

In order to restore electric service in your community, PG&E is proposing to acquire a 742 square foot permanent easement on your property to install electric distribution facilities. Please refer to the enclosed Easement Deed and Easement Exhibit to see the location of the distribution easement on your property.

PG&E hereby offers to you a total of \$500.00 (Five Hundred Dollars) as compensation for the required 742 square foot permanent utility distribution easement. This sum is based on a valuation estimate completed by PG&E. If you find the offer acceptable, please sign and return one original, signed copy of the enclosed easement deed. Please note that signatures on the easement deed must be acknowledged by a notary public. You will also need to complete and sign the enclosed W-9 form. I have enclosed a self-addressed, stamped envelope for your use in returning easement deed and W-9 form to Interwest Consulting Group.

PG&E has contracted with Interwest Consulting Group to help acquire utility distribution easements in the area. Merv Regan will assist with any questions or concerns you may have and can arrange an on-site meeting, if necessary. If you need assistance with getting the deed notarized, Merv can coordinate with a mobile notary to meet with you. Please feel free to contact Merv at (916) 467-9672 or via email at mregan@interwestgrp.com.

Sincerely,

Chadwick Wyler
Principal Right of Way Agent
Enclosures: Easement Deed, W-9 IRS Form

Distribution Easement (Modified 09/2020)

RECORDING REQUESTED BY AND RETURN TO:

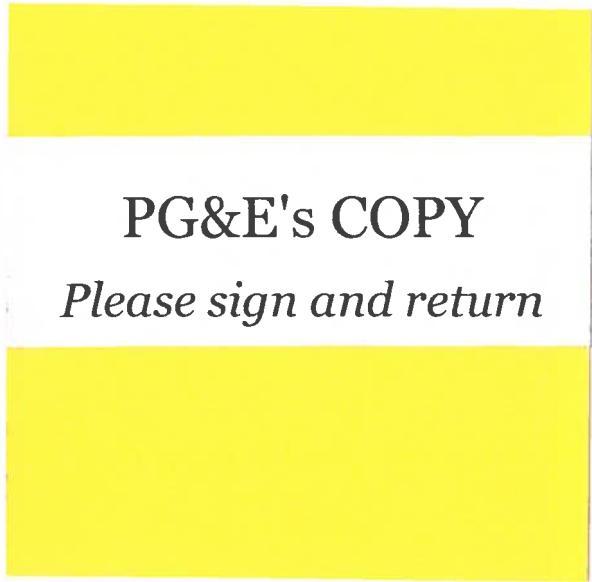
PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, California 94612
Attn: Land Rights Library

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

Signature of declarant or agent determining tax

LD# 2121-05-10266



(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT DEED

LAKE MADRONE WATER DISTRICT, a California water district,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the County of Butte, State of California, described as follows:

(APN 062-120-069)

The lands described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

The facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes located within the easement area described as follows:

The area described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor also grants to Grantee the right to excavate, grade, and level the ground, including the right to construct, reconstruct, replace (of initial size or any other size), remove, maintain, and inspect walls to maintain the graded slopes at the location(s) within the easement area as shown on said Exhibit "B", and the right to install, maintain, and use additional walls in the future at other locations within the easement area that will not materially interfere with Grantor's use of said lands.

Grantor hereby covenants and agrees 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 said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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 land.

Dated: _____, _____.

LAKE MADRONE WATER DISTRICT, a
California water district _____

By _____
Name
Title

By _____
Name
Title

Distribution Easement (Modified 09/2020)

Attach to LD: 2121-05-10266

Area, Region or Location: 6

Land Service Office: Sacramento

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 21.21.05.27.13, 21.21.05.27.24, 21.21.05.27.31, 21.21.05.27.42, 21.21.05.27.43

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.:

LD of Affected Documents:

LD of Cross Referenced Documents:

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35225821

JCN: N/A

County: Butte

Utility Notice Number: N/A

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

Prepared By: WestLAND Group, Inc.

Checked By: PXGE

Approved By: AGE1

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

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EXHIBIT "A"

LANDS: (APN 062-120-069)

Real property situate in the County of Butte, State of California being more particularly described as follows:

The parcel of land described and designated PARCEL I in the deed from North State National Bank to Lake Madrone Water District, a California water district dated September 12, 1990 and recorded as Document No. 91-02446, Butte County Records.

EASEMENT:

Commencing at the northwesterly corner of the parcel of land described in the deed from Ernest A. Casillas and Joan M. Casillas to Joan M. Casillas and Ernest A. Casillas, as trustees dated June 21, 2004 and recorded as Document No. 2004-0040755, Butte County Records, being also the northwesterly corner of LOT 100 as shown upon the map entitled "Feather River Forest Homes Unit No. 1" filed for record April 22, 1928 in Book 8 of Maps at page 29A, Butte County Records and running northeasterly

(a) north 09° 29' 30" east 20.00 feet

to the southerly boundary line of said PARCEL I; thence running easterly along said southerly boundary line

(b) south 80° 30' 30" east 59.25 feet

to the TRUE POINT OF BEGINNING of said line; thence continuing along said southerly boundary line

(1) south 80° 30' 30" east 37.10 feet; thence leaving said southerly boundary line

(2) north 09° 29' 30" east 20.00 feet; thence

(3) north 80° 30' 30" west 37.10 feet; thence

(4) south 09° 29' 30" west 20.00 feet

to a point on said southerly boundary line of said PARCEL I and the TRUE POINT OF BEGINNING.

The basis of bearings used in the foregoing description is based on a course in the northeasterly boundary line of said LOT 100 which course according to said map has a bearing of south 80° 30' 30" east and a distance of 50.00 feet.

Containing 742 square feet (0.017 acres) more or less.

End of Description

Prepared by:

WestLAND Group, Inc.



SCOTT T. BENNETT

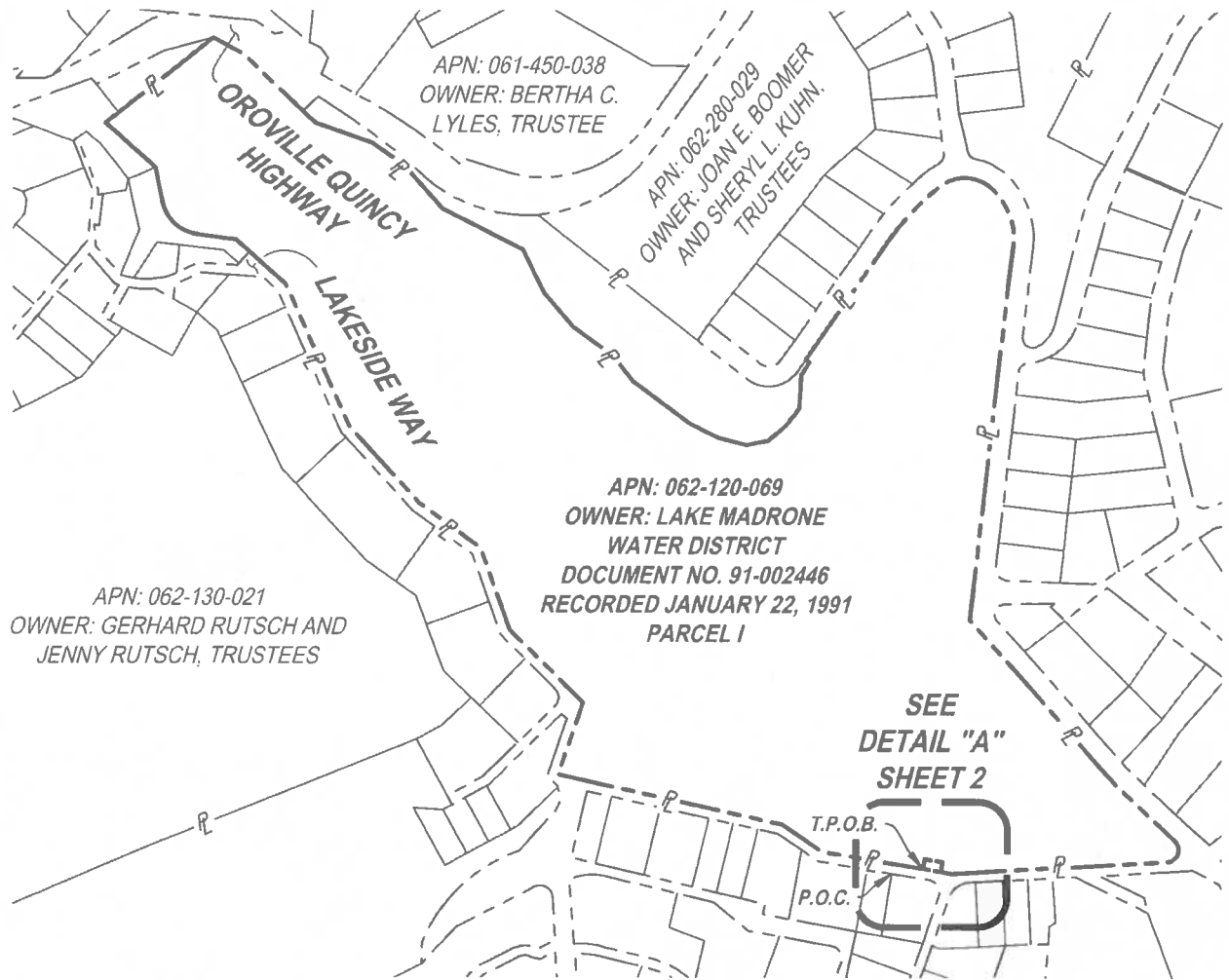
08/28/2024

DATE



EXHIBIT "B"

FOR REFERENCE PURPOSES ONLY
ALL LOCATIONS ARE APPROXIMATE

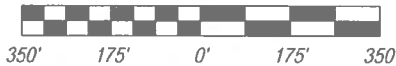


LEGEND:

- PG&E EASEMENT LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- SUBJECT PROPERTY LINE



SCALE: 1"=350'



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

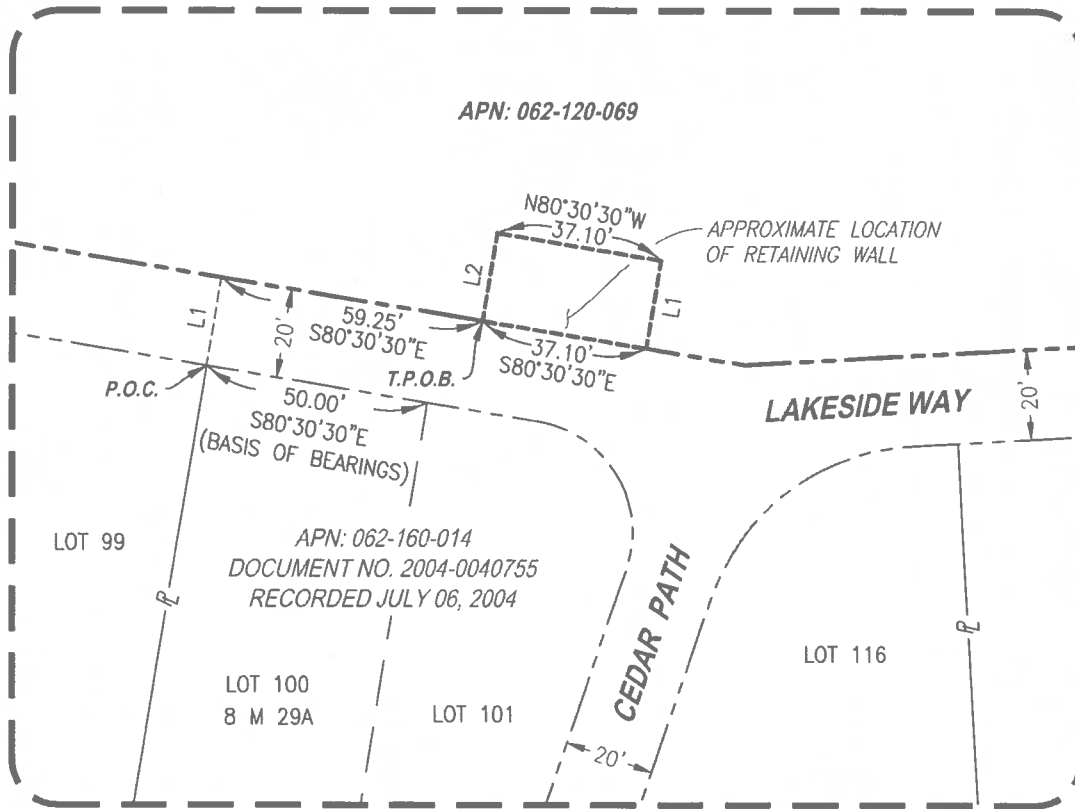
Applicant:				RIGHT-OF-WAY REQUEST: MADRONE LAKE		SCALE 1" = 350'	DATE 08/28/2024
SECTION 27	TOWNSHIP T21N	RANGE R5E	MERIDIAN MDM	COUNTY OF: BUTTE		UNINCORPORATED AREA	
PLAT MAP 8 M 29A REFERENCES				WLJ JOB #: 2022-574	DR. BY: MJB	CH. BY: MJG	
PG&E		N. VALLEY DIVISION	35225821 AUTHORIZ	SHEET 1 OF 2 DRAWING NO.			

EXHIBIT "B"

FOR REFERENCE PURPOSES ONLY
ALL LOCATIONS ARE APPROXIMATE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N09°29'30"E	20.00'
L2	S09°29'30"W	20.00'

DETAIL "A"

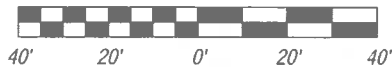


LEGEND:

- — — HISTORIC LOT LINE
- - - - - PG&E EASEMENT LINE
- P — PROPERTY LINE
- - - - - RIGHT-OF-WAY LINE
- P — SUBJECT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



SCALE: 1"=40'



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant: RIGHT-OF-WAY REQUEST: MADRONE LAKE				SCALE 1" = 40'	DATE 08/28/2024
SECTION 27	TOWNSHIP T21N	RANGE R5E	MERIDIAN MDM	COUNTY OF: BUTTE	UNINCORPORATED AREA
PLAT MAP 8 M 29A				WLG JOB #: 2022-574	DR. BY: MJB
REFERENCES		PG&E		N. VALLEY DIVISION	35225821 AUTHORIZ
				CH. BY: MJG	
				SHEET 2 OF 2 DRAWING NO.	

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
2	Business name/disregarded entity name, if different from above.	
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

YOUR COPY

Please retain for your records

Distribution Easement (Modified 09/2020)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, California 94612
Attn: Land Rights Library

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# 2121-05-10266

EASEMENT DEED

LAKE MADRONE WATER DISTRICT, a California water district,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the County of Butte, State of California, described as follows:

(APN 062-120-069)

The lands described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

The facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes located within the easement area described as follows:

The area described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor also grants to Grantee the right to excavate, grade, and level the ground, including the right to construct, reconstruct, replace (of initial size or any other size), remove, maintain, and inspect walls to maintain the graded slopes at the location(s) within the easement area as shown on said Exhibit "B", and the right to install, maintain, and use additional walls in the future at other locations within the easement area that will not materially interfere with Grantor's use of said lands.

Grantor hereby covenants and agrees 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 said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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 land.

Dated: _____.

LAKE MADRONE WATER DISTRICT, a
California water district

COPY
By _____
Name
Title

COPY
By _____
Name
Title

Distribution Easement (Modified 09/2020)

Attach to LD: 2121-05-10266

Area, Region or Location: 6

Land Service Office: Sacramento

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 21.21.05.27.13, 21.21.05.27.24, 21.21.05.27.31, 21.21.05.27.42, 21.21.05.27.43

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.:

LD of Affected Documents:

LD of Cross Referenced Documents:

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35225821

JCN: N/A

County: Butte

Utility Notice Number: N/A

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

Prepared By: WestLAND Group, Inc.

Checked By: PXGE

Approved By: AGE1

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

COPY

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
personally appeared _____

Insert name

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

COPY

COPY

EXHIBIT "A"

**LANDS:
(APN 062-120-069)**

Real property situate in the County of Butte, State of California being more particularly described as follows:

The parcel of land described and designated PARCEL I in the deed from North State National Bank to Lake Madrone Water District, a California water district dated September 12, 1990 and recorded as Document No. 91-02446, Butte County Records.

EASEMENT:

Commencing at the northwesterly corner of the parcel of land described in the deed from Ernest A. Casillas and Joan M. Casillas to Joan M. Casillas and Ernest A. Casillas, as trustees dated June 21, 2004 and recorded as Document No. 2004-0040755, Butte County Records, being also the northwesterly corner of LOT 100 as shown upon the map entitled "Feather River Forest Homes Unit No. 1" filed for record April 22, 1928 in Book 8 of Maps at page 29A, Butte County Records and running northeasterly

(a) north 09° 29' 30" east 20.00 feet

to the southerly boundary line of said PARCEL I; thence running easterly along said southerly boundary line

(b) south 80° 30' 30" east 59.25 feet

to the TRUE POINT OF BEGINNING of said line; thence continuing along said southerly boundary line

(1) south 80° 30' 30" east 37.10 feet; thence leaving said southerly boundary line

(2) north 09° 29' 30" east 20.00 feet; thence

(3) north 80° 30' 30" west 37.10 feet; thence

(4) south 09° 29' 30" west 20.00 feet

to a point on said southerly boundary line of said PARCEL I and the TRUE POINT OF BEGINNING.

The basis of bearings used in the foregoing description is based on a course in the northeasterly boundary line of said LOT 100 which course according to said map has a bearing of south 80° 30' 30" east and a distance of 50.00 feet.

Containing 742 square feet (0.017 acres) more or less.

End of Description

Prepared by:

WestLAND Group, Inc.



SCOTT T. BENNETT

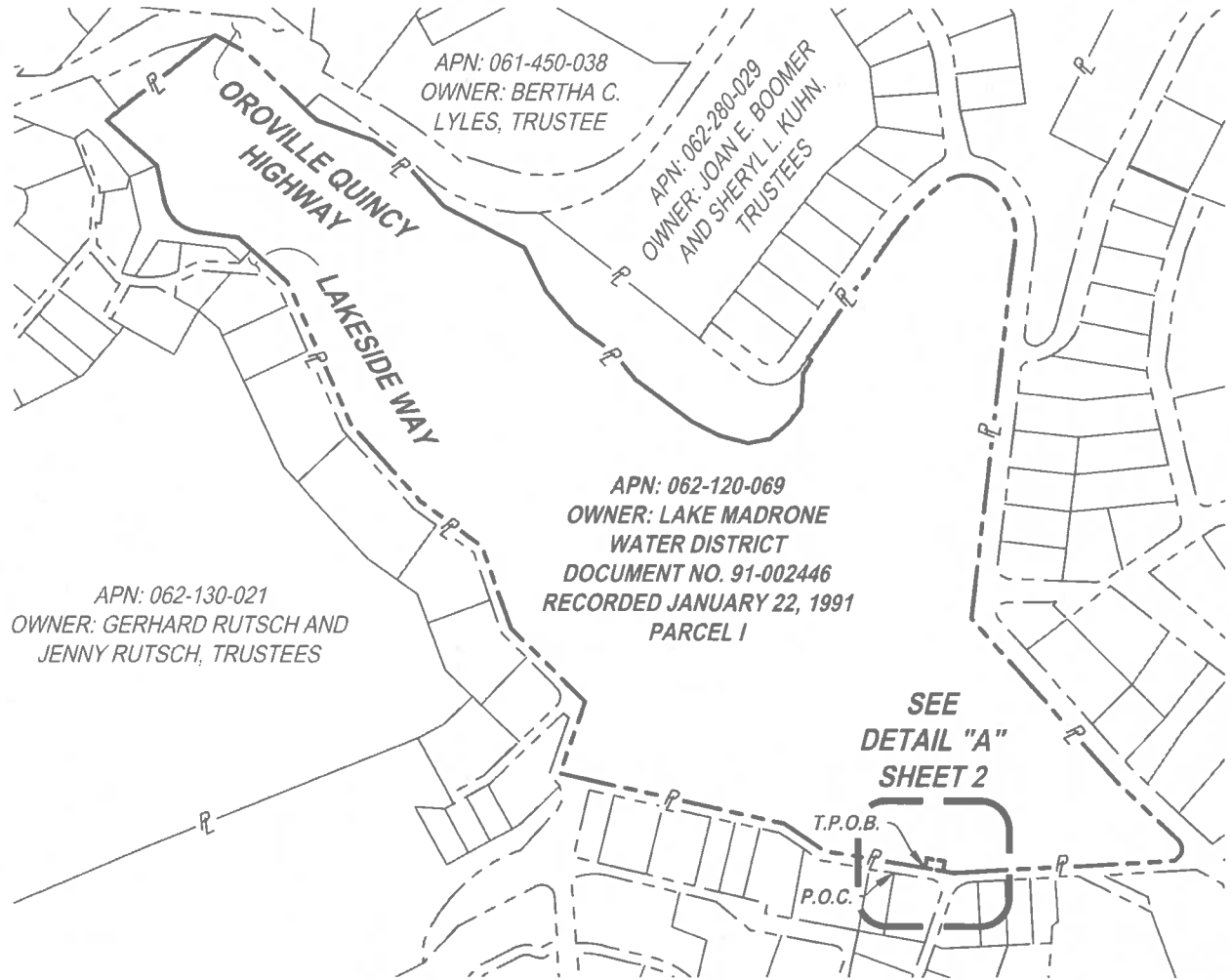
08/28/2024

DATE



EXHIBIT "B"

FOR REFERENCE PURPOSES ONLY
ALL LOCATIONS ARE APPROXIMATE

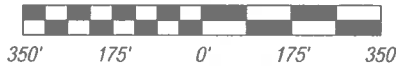


LEGEND:

- PG&E EASEMENT LINE
- PROPERTY LINE
- - - - - RIGHT-OF-WAY LINE
- P— SUBJECT PROPERTY LINE



SCALE: 1"=350'



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

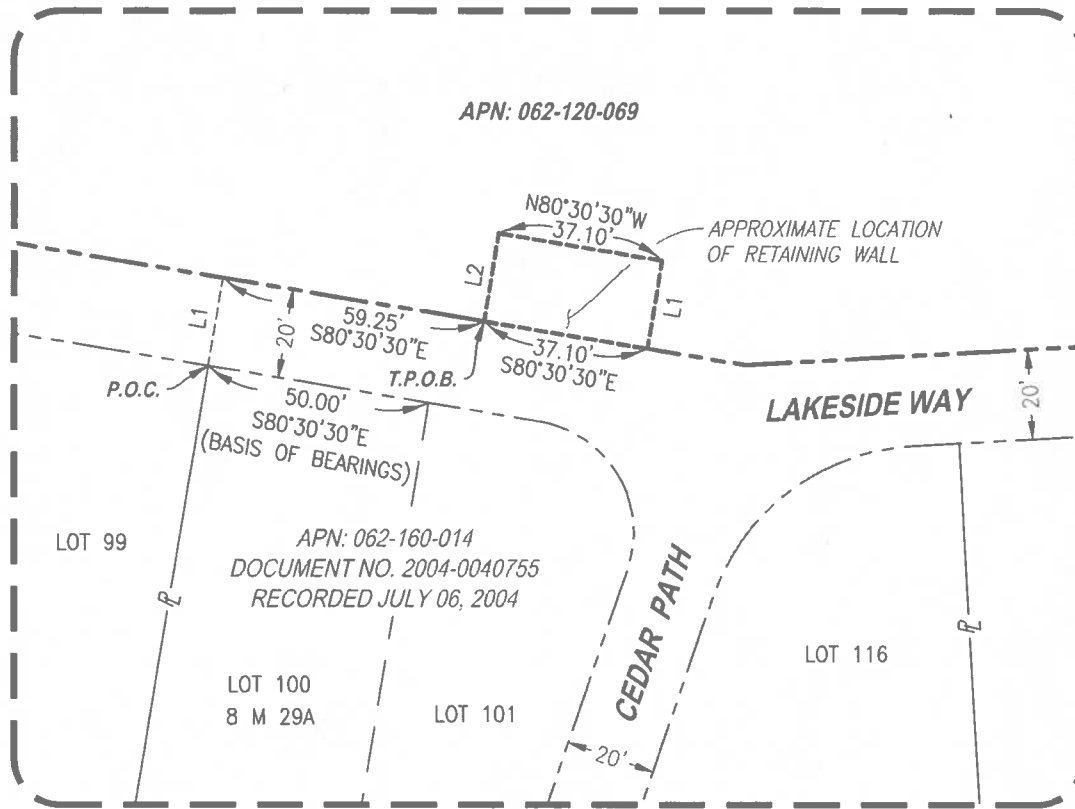
Applicant: RIGHT-OF-WAY REQUEST: MADRONE LAKE				SCALE 1" = 350'	DATE 08/28/2024
SECTION 27	TOWNSHIP T21N	RANGE R5E	MERIDIAN MDM	COUNTY OF: BUTTE	UNINCORPORATED AREA
PLAT MAP 8 M 29A REFERENCES				WLG JOB #: 2022-574	DR. BY: MJB CH. BY: MJG
PG&E		N. VALLEY DIVISION	35225821 AUTHORIZ	SHEET 1 OF 2 DRAWING NO.	

EXHIBIT "B"

FOR REFERENCE PURPOSES ONLY
ALL LOCATIONS ARE APPROXIMATE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N09°29'30"E	20.00'
L2	S09°29'30"W	20.00'

DETAIL "A"

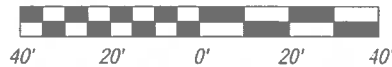


LEGEND:

- — — — HISTORIC LOT LINE
- - - - PG&E EASEMENT LINE
- P — PROPERTY LINE
- - - - RIGHT-OF-WAY LINE
- P — SUBJECT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



SCALE: 1"=40'



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant: RIGHT-OF-WAY REQUEST: MADRONE LAKE				SCALE 1" = 40'	DATE 08/28/2024
SECTION 27	TOWNSHIP T21N	RANGE R5E	MERIDIAN MDM	COUNTY OF: BUTTE	UNINCORPORATED AREA
PLAT MAP 8 M 29A REFERENCES				WLG JOB #: 2022-574	DR. BY: MJB CH. BY: MJG
PG&E		N. VALLEY DIVISION	35225821 AUTHORIZ	SHEET 2 OF 2 DRAWING NO.	



PG&E Privacy Policy

Effective Date: January 1, 2023

Your privacy is a priority for PG&E, and we take efforts to protect the information we hold about you. This Privacy Policy addresses information obtained from California consumers, PG&E customers, website visitors and mobile application users and is intended to inform you about how PG&E treats personal information that we collect and use about you. This Privacy Policy covers Pacific Gas and Electric Company and its parent company, PG&E Corporation, and any other site or service that links to this Privacy Policy. As used herein, "PG&E" refers to Pacific Gas and Electric Company and/or PG&E Corporation.

PG&E provides our deaf, hard of hearing, and visually impaired customers, customers who have a speech disability and customers who seek support in other languages, with various accessibility services for those with disabilities. Customers with disabilities can access PG&E's Privacy Policy by contacting our [Assistive Resources](https://www.pge.com/en_US/residential/customer-service/other-services/language-services/language-services.page) (https://www.pge.com/en_US/residential/customer-service/other-services/language-services/language-services.page) calling our toll-free number at [1-800-743-5000](tel:1-800-743-5000).

For additional information specific to the privacy of your energy usage data, please see [PG&E's Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information](https://www.pge.com/en_US/about-pge/company-information/privacy-policy/energy-usage-information/energy-usage-information.page) (https://www.pge.com/en_US/about-pge/company-information/privacy-policy/energy-usage-information/energy-usage-information.page), which supplements this policy.

If you are a current or former job applicant, employee or contractor, this policy does not apply to you in those capacities. Your rights as a job applicant, employee or contractor are described in a separate policy. [Review the Employee, Job Applicant, and Contractor Notice](https://www.pge.com/en_US/about-pge/company-information/privacy-policy/privacy-employee-notice.page) (https://www.pge.com/en_US/about-pge/company-information/privacy-policy/privacy-employee-notice.page).

Definitions

"Personal information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include publicly available information, de-identified or aggregated information, or information covered by certain federal and state laws.

"You" means any California consumer, PG&E customer, website visitor, or mobile application user.

How We Collect Your Personal Information

We may have collected personal information about you from a variety of sources in the past 12 months:



PG&E Privacy Policy

- **Sensitive Personal Information**, such as your Social Security number, driver's license or government-issued identification number, racial or ethnic origin or specific geolocation. We do not use or disclose your sensitive personal information for any purpose other than as permitted by applicable law. We do not sell or share your sensitive personal information as those terms are used in the California Consumer Privacy Act. We may provide this information to service providers and contractors, and financial services entities or to other third parties as required by law.
- **Payment Information**. We or our service providers may collect your bank account, credit card or debit card information. We use this information to process payments for our services. Payments and purchases are processed through our service providers.
- **Commercial Information**, such as record of personal property, products or services obtained or considered, or other information related to purchasing or consumer histories. We use this information to better understand your use of our services and for our internal business purposes. We may provide this information to service providers and contractors, regulatory authorities, financial services entities or to other third parties as required by law.
- **Geolocation Data**. We collect this information to provide you with our services and to better tailor our services to you depending on your geographical region. We may provide this information to service providers, contractors, regulators or to other third parties as required by law.
- **Professional Information**, including information relating to your role as a representative or agent of a company or business, such as your work title and contact information. We use this to conduct business with you or your employer and provide you with services and otherwise communicate with you. We may provide this information to service providers and contractors or with other third parties as required by law.
- **Internet and Other Electronic Activity Information**, such as your browsing history, search history, information about your interactions with our website, use of our mobile apps, or interactions with our digital advertisements. We may provide this information to service providers, contractors or to other third parties as required by law. We may collect the following internet and other electronic activity data:
 - **Your Visits To PG&E's Website or Mobile Apps**. We collect information about visits to our website and mobile apps, such as the number of visitors and the number of users that click on certain links or use certain services. For some functionalities, such as rate analysis, we link usage information with the customer visiting the website.
 - **Log Data**. We receive information that is automatically recorded by our servers when you visit our website or mobile apps, including your Internet Protocol ("IP") Address.
 - **Cookies**: when you visit or use our website or online services, our server may create cookies, which are small text files that a website can send to your internet browser and may be stored in your browser or elsewhere on your computer. PG&E uses cookies and other similar technologies on our website and online services. We use cookies to evaluate website usage,



PG&E Privacy Policy

- Protect the safety and security of PG&E's customers, visitors, employees and contractors by collecting and reviewing personal information to protect against fraud, other crimes and threats to safety.
- Enable service providers and contractors to provide energy-related services, products or equipment on behalf of PG&E, as required in order to provide products and services to you, or for other business purposes consistent with PG&E's commercial relationship with you, or to comply with PG&E's legal obligations as a regulated California public utility, subject to appropriate confidentiality and security requirements.
- Notify credit reporting agencies and collection agencies to evaluate your credit or if your account is assigned for collection.
- Assist emergency responders in situations of threats to life or property.
- For any other business or lawful purpose reasonably anticipated within the context of PG&E's relationship with you.
- For any purpose for which we obtained your consent.

How We Disclose Your Personal Information

We may disclose your personal information in the following ways:

- **At Your Choice.** You may authorize other companies or persons to receive your personal information from PG&E, including your energy usage data.
- **To Our Service Providers and Contractors.** We may disclose your personal information to service providers and contractors that provide services and support to us. We contractually require service providers and contractors acting on PG&E's behalf to take reasonable steps to protect your personal information and to not use your personal information for any purpose other than that for which it was given to the service provider or contractor.
- **To Regulatory Authorities.** We may disclose your personal information to regulatory authorities such as the California Public Utilities Commission, California Energy Commission, and other federal, state, or local agencies as required by applicable law.
- **To Financial Services Entities.** We may disclose your personal information to financial institutions, credit agencies, and other financial services entities that provide financial and auditing support services for our public utility programs and services.
- **To Third Parties to Fulfill Legal Obligations.** From time to time, we may disclose your personal information with other parties as required pursuant to a valid legal warrant, subpoena, court order, or other legal or regulatory mandate, or as necessary for PG&E to defend to assert legal claims.



PG&E Privacy Policy

may vary and are set out within each program. Our good-faith estimate of the value of your information is the value of the benefit we offer to you. We have calculated that value by using the expense to us of operating the program related to the benefit obtained by our running of the program. To participate in any incentive-based programs you can opt-in by signing up for the incentive when it is offered to you. Participation in our promotional programs is always optional, and you can terminate program participation at any time as explained in the applicable program terms. You can also contact us at [1-800-743-5000](tel:1-800-743-5000) to unsubscribe or cancel your participation in any program.

Web Browser "Do Not Track" Signals

"Do Not Track" signals are used by some web browsers to attempt to limit tracking related to your visits to a website. Not all browsers offer a "Do Not Track" option and "Do Not Track" signals are not yet uniform. To the extent that your browser broadcasts a "Do Not Track" signal, our website is configured to recognize "Do Not Track" signals.

Links to Non-PG&E Websites

While browsing PG&E's website or online services not sponsored by PG&E, you may encounter and choose to access websites or online services operated by PG&E business partners, companies or agencies that may not be associated with PG&E by clicking on hypertext links or icons. These websites may collect data or personal information about you and your online activities. PG&E does not control and is not responsible for what these other parties do in connection with their websites or online services, or how they handle your personal information.

Retention

We retain your personal information based on legal requirements or business needs. Generally, we only retain personal information for as long as is reasonably necessary for our business purpose or as required by law. Customer data is typically retained for the duration of the relationship with PG&E and for an additional 5 years from end of customer relationship, subject to legal or business needs for a longer retention period. Similarly, business contact data is typically retained for the duration of the contract/agreement with PG&E and for an additional 11 years from the contract termination and/or expiration of the underlying contractual obligations, but subject to a longer retention period for legal or business needs.

Establishing Service and Setting Up an Account

Establishing Service: In order to establish or re-establish service, you may be asked to provide your Social Security number for us to validate your identity. You have the right to not provide your Social Security number, however, a deposit may be charged, and we will request an alternate form of identification (e.g., driver's license, passport, state identification, etc.). The establishment deposit can be waived if the account is enrolled in paperless billing and recurring payment via pge.com or secured with a bill guarantor. The re-establishment deposit can be waived if secured with a bill guarantor.



PG&E Privacy Policy

Right to Know and Access Personal Information

You have the right to access and know what personal information PG&E collects about you, and how it uses, discloses, sells such personal information. You also have the right to request, to the extent technically feasible, a portable set of your personal information.

Right to Request Deletion of your Personal Information

You have the right to request that PG&E delete the personal information it has about you subject to certain limitations. If we do not delete your personal information for reasons permitted under applicable law, we will let you know.

Right to Correct Inaccurate Personal Information

You have the right to request PG&E to correct inaccurate personal information that we maintain about you.

Right to Opt Out of Sale of your Personal Information

You may have the right to opt out of the sale or sharing of your Personal Data.

Exercising Your Privacy Rights

If you are a California consumer, to exercise your rights, please submit a request using one of the following methods:

- Submit your customer privacy rights request under California Consumer Privacy Act (<https://pge-prod.bigidprivacy.cloud/consumer/#/faRUKvXgqw/form-1001>)
- Calling us at [1-800-743-5000](tel:1-800-743-5000).

PG&E cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. When you submit a request, we will take steps to verify your identity using identity verification services. You are not required to create an account with us to submit a request. If you don't have an account with us, we may ask you to provide us with information about yourself in order to verify your identity.

We will only use personal information you provide in connection with identity verification to verify the requestor's identity or authority to make the request and whenever feasible, we will attempt to match the information you provide with information we may already have about you.

If you wish to authorize a third party to make a request on your behalf through an authorized agent, you must contact the PG&E Privacy Team directly and must provide a valid California power of attorney or comparable documentation of written permission from you and verification of your identity with PG&E. You may also make a privacy request on behalf of your minor child.



PG&E Privacy Policy

Our services are not directed to children under 16 years of age, and PG&E does not knowingly collect any personal information of children under 16 years of age unless required by applicable law. If you believe a child under 16 years of age has provided us with personal information, please contact us at pgeprivacy@pge.com with a brief description of your concern.

Changes to This Privacy Policy

We review this Privacy Policy regularly. If we make material changes to this privacy policy, we will attempt to notify you and/or obtain your consent, as required by law. We recommend that you regularly review this privacy policy.

Contact Us

If you have questions, concerns, or complaints about this Privacy Policy, would like to request a current or previous version, or would like more information regarding our process for updating this Privacy Policy, you can contact us using the following options:

PG&E Residential and Business Customer Service
Correspondence Management Center
Attention: Privacy Management
P.O. Box 997310
Sacramento, CA 95899-7310

PG&E Residential Customers: Call [1-800-743-5000](tel:1-800-743-5000)

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Email: pgeprivacy@pge.com

#22

Vicki Hoggins

From: Timothy Beers <tjb.forest18@gmail.com>
Sent: Friday, November 15, 2024 4:54 PM
To: rebekahwellsnorth@gmail.com
Cc: Leah Janowski; Vicki Hoggins
Subject: Invoices for the Removal of 315 Cubic Yards of Logs

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Good Evening, Wes, and Rebecca

For FEMA Project 750222/Job #4769DR-CA (February 4, 2024, Windstorm), the LMWD has hired Wes to remove 315 cubic yards of wood debris from LMWD and haul it a qualified disposal site (Neal Road). To perform this task, the LMWD has agreed to pay Wes \$17,000.00.

Since Wes is not going to be able to haul all the debris at once we are willing to pay him on a weekly basis for the work he has completed.

To receive payment, please send an invoice by email to Leah Janowski ljanowski@minasianlaw.com . Each invoice should include the dates that the debris was hauled, how many cubic yards of debris was hauled to the qualified disposal site (Neal Road), and how much we owe him.

$\$17,000 \div 315 = \53.97 a cubic yard

Please keep all load tickets and give them to Tim Beers. Make sure that each load ticket has the date, and cubic yards written on it.

Thanks for all your work that you do for the District and the Lake Madrone Community. Please feel free to call me if you have any questions,

Tim Beers
(916) 704-0839