



CALIFORNIA PACIFIC ELECTRIC COMPANY (CALPECO)

625 AND 650 ELECTRICAL LINE UPGRADE PROJECT

**MINOR PROJECT REFINEMENT
REQUEST FORM**

Date Submitted:	07/11/16	Request #:	2
Date Approval Required:	07/13/16	Landowner:	Trimont Land Company
APNs:	110-030-051-0001		
Refinement from (check all that apply):			
<input type="checkbox"/> Mitigation Measure	<input type="checkbox"/> APM	<input checked="" type="checkbox"/> Project Description	<input type="checkbox"/> Drawing <input type="checkbox"/> Other
Identify source (mitigation measure, project description, etc.):			
<p>The Temporary Work Area section of the Final Environmental Impact Statement (EIS)/EIS/Environmental Impact Report (EIR) on page 3-69 states that each pole would require an approximately 0.5-acre work area measuring approximately 65 feet by 225 feet and each tangent pole would require an approximately 0.25-acre work area measuring approximately 65 feet by 170 feet. It also states that an additional temporary work area may be required in instances where guy wire anchors would be installed outside of the temporary right-of-way (ROW). Additionally, some vegetation removal and grading may be required at various temporary work areas to accommodate equipment and materials, and to provide level areas to help ensure safe equipment operation.</p>			
Attachments (check all that apply):			
<input checked="" type="checkbox"/> Refinement Screening Form (provided as Attachment A: Minor Project Refinement Request Screening Form)	<input checked="" type="checkbox"/> Photos (provided as Attachment C: Representative Photographs)	<input checked="" type="checkbox"/> Maps (provided as Attachment B: Site Maps)	<input checked="" type="checkbox"/> Other (Attachment D: Conditions and Attachment E: Right of Entry)
<p>Under Order 3 of the Decision Granting CalPeco Permit to Construct the 625 and 650 Electrical Upgrade Project (D.15-03-020), the CPUC may approve minor project refinements under certain circumstances. In accordance with Order 3 of the Decision, respond "yes" or "no" to the following questions (a) through (d).</p>			
<p>(a) Is the proposed refinement outside the geographic boundary of the EIR/EIS study area? No. The proposed refinements are located within the geographic extent of the EIS/EIS/EIR project study area, as defined in the EIS/EIS/EIR on page 4.1-1 as "the ROW for all alternative power line alignments, stringing sites, access ways and roads, staging areas, and substations," and as depicted in Map 3 of 9 of the 650 Rebuild THP #2-15-041-PLA immediately adjacent to the 650 Line ROW, as shown in Attachment B: Site Maps.</p>			
<p>(b) Will the proposed refinement result in a new significant impact or a substantial increase in the severity of a previously identified significant impact based on the criteria used in the EIR/EIS? No.</p>			
<p>(c) Does the proposed refinement conflict with any mitigation measure or applicable law or policy? No.</p>			
<p>(d) Does the proposed refinement trigger an additional permit requirement? No.</p>			
Describe refinement being requested (attach drawings and photos as needed):			
<p>CalPeco requests an alternative access route and temporary staging area associated with the installation of Pole 291108. The access route consists of an existing gravel and dirt road, which departs the 650 Line ROW at Pole 291113 and proceeds in a northerly direction for approximately 1,000 feet. The additional temporary staging area is approximately 5,300 square feet and is situated approximately 250 feet east of the 650 Line ROW at Pole 291108 in a previously disturbed log landing. The remaining portion of the proposed access route depart the temporary staging area and proceeds towards the 650 Line ROW for approximately 250 feet along a previously disturbed skid trail accessing the pole location.</p> <p>The log landing and the skid trail were previously disturbed during timber harvest operations conducted during Phase 1A of the project.</p>			

The requested access route and additional temporary work area are shown in Attachment B: Site Maps and Attachment C: Representative Photographs.

Provide need for refinement (attach drawings and photos as needed):

Pole site 291108 is permitted to be accessed along the alignment/ROW and across the adjacent Middle Martis Creek, as shown on the project mapping. However, in reassessing this access with the contractor, Summit Line Construction, it was agreed that less disturbance would occur if the pole site was accessed from the other (east/uphill) side of the creek. This alternative proposed access route and temporary work area will allow for construction equipment to safely complete tasks required within the designated work area without impacts to waters and riparian vegetation within the ROW. All access and staging to Pole 291108 would be conducted in areas that were previously (last year) impacted by timber harvest operations during Phase 1A of the project.

Date refinement is expected to be implemented: As soon as approved.

CalPeco Approvals

Title	Name	Approval Initials	Date	Conditions (see attached)	
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Environmental Project Manager/Construction Manager	Alissa Turner	AT <i>AT</i>	7/11/16	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Environmental Compliance Lead	Larry Butcher	LB <i>LB</i>	7/11/16	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Lead Environmental Inspector	Larry Butcher	LB <i>LB</i>	7/11/16	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Water Quality Specialist	Alissa Turner	AT <i>AT</i>	7/11/16	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Biology Resources Lead	Larry Butcher	LB <i>LB</i>	7/11/16	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Landowner Approval (if required)

Landowner Name	Signature or Other Consent
Trimont Land Company	The landowners of the requested refinement areas have been notified of the proposed uses and the appropriate rights to use the construction areas have been obtained. The right of entry agreement and the grant of easement from Trimont Land Company can be found in Attachment E: Right of Entry

ATTACHMENT A: MINOR PROJECT REFINEMENT REQUEST SCREENING FORM

MINOR PROJECT REFINEMENT REQUEST SCREENING FORM

RESOURCE EVALUATION

The proposed Minor Project Refinement was evaluated to verify that it would not result in a new significant impact or a substantial increase in the severity of a previously identified significant impact based on the criteria used in the Final EIS/EIS/EIR. The following table provides a brief summary of the potential impact for each resource area analyzed in the EIS/EIS/EIR.

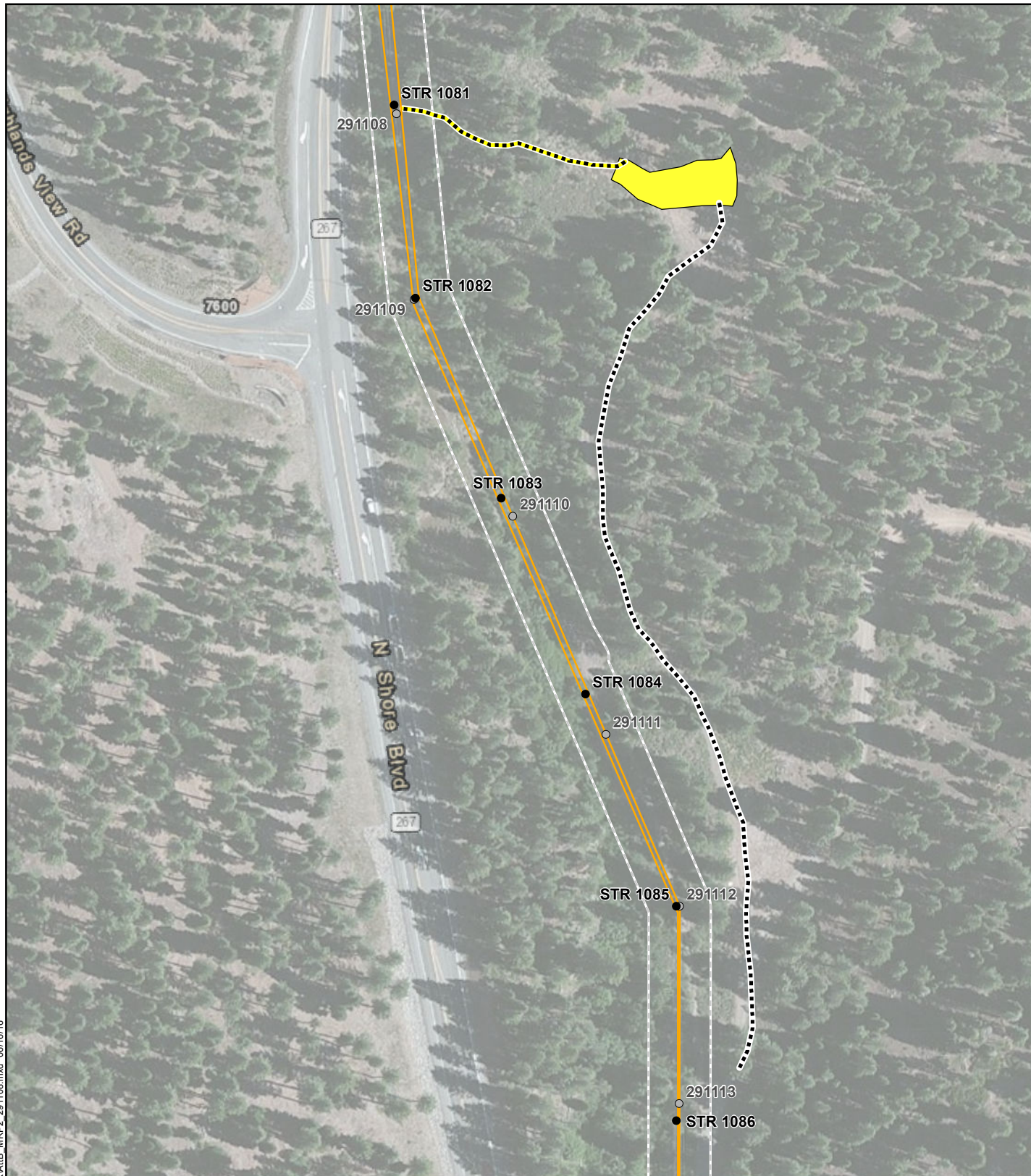
EIR/EIS Section	Summary of Potential Impacts
Aesthetics	<p><i>No Change.</i> The requested additional temporary work area and access route will not result in new impacts to aesthetics. The temporary work area will be used for construction activities, which are in line with the originally approved activities in the Final EIS/EIS/EIR. These activities will not increase impacts to a scenic vista or highway, nor will they substantially degrade the existing visual character of the area. Likewise, these activities will not create a new source of light or glare that would adversely affect views in the area.</p> <p>The requested additional temporary work area and access route will be directly adjacent to the 650 Line ROW east of Pole 291108. The temporary work area will be restored to pre-construction conditions following completion of the project. Therefore, there will be no impact to aesthetics from the requested refinements.</p>
Agriculture Resources	<p><i>No Change.</i> The forestry resources that were located in the vicinity of the requested refinement areas have been previously disturbed and were removed as part of Phase 1A timber harvest operations. There are no agricultural or forestry resources located in the vicinity of the requested refinement areas that will be impacted or have not been assessed in the approved Final EIS/EIS/EIR. Therefore, there will be no impact to these resources.</p>
Air Quality	<p><i>No Change.</i> The activities that will be conducted at the requested additional temporary work area and access route include uses approved in the Final EIS/EIS/EIR for work areas and access routes. No additional truck trips to the work areas are anticipated beyond those described in the Final EIS/EIS/EIR. Thus, no change to emissions are anticipated from the additional temporary work area and access route. Therefore, the temporary work areas will not result in new significant impact or in a substantial increase in the severity of previously identified impacts.</p>
Biological Resources	<p><i>No Change.</i> The requested additional temporary work area and access route were included in previous reconnaissance surveys, as well as vegetation, rare plant, and jurisdictional drainage surveys. No special-status wildlife species are known to occur or were identified during the previous surveys within the requested refinement areas. Attachment C: Representative Photographs provides photographs of the requested additional temporary work area and access route. These refinement areas will be used temporarily and will be restored to near pre-construction conditions following construction of the Project. As a result, no new significant impacts or a substantial increase in the severity of a previously identified significant impact will occur, and there will be no change in impacts to biological resources that would require additional mitigation.</p>
Cultural and Paleontological Resources	<p><i>No Change.</i> The requested additional temporary work area and access route was included in previous cultural resource surveys that were conducted and were analyzed in</p>

EIR/EIS Section	Summary of Potential Impacts
	the Final EIS/EIS/EIR. No known cultural resources have been identified within the requested temporary work area or along the access route. Thus, no change in impacts to cultural resources will result from the requested refinements.
Geology and Soils	<i>No Change.</i> The activities to be conducted at the requested additional temporary work area and access route will be performed in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. Although some ground disturbance may be required for the refinement areas, the requested temporary work area would measure approximately 5,300 square feet in area outside of the currently approved work areas, in areas previously disturbed by timber harvest operations. The location of the requested temporary work area and access route was included in the evaluation of geology, soils, and seismicity in the Project area, and the construction activities associated with this refinement will not result in new permanent or temporary impacts other than those described in the Final EIS/EIS/EIR. Therefore, the requested refinements will not result in new significant impacts or a substantial increase in the severity of a previously identified significant impact to geology, soils, or seismicity.
Public Health and Safety	<i>No Change.</i> The activities performed and materials used at the requested additional temporary work area and access route include uses approved in the Final EIS/EIS/EIR for work areas and access routes. The temporary work area and access route will not create new significant hazards as the requested additional temporary work area will be directly adjacent to the 650 Line ROW east of Pole 291108 and will involve the same activities approved in the Final EIS/EIS/EIR on a previously disturbed log landing and skid trail . Construction activities in the temporary work area and access route may include the use of hazardous materials already approved; any hazardous material will be handled and disposed of in accordance with the project’s Hazardous Materials Contingency Plan. Therefore, the requested refinements will not result in new significant impacts or a substantial increase in the severity of a previously identified significant impact to hazards and hazardous materials.
Hydrology and Water Quality	<i>No Change.</i> The requested additional temporary work area and access route were included in the jurisdictional drainage surveys that were conducted for the Project and analyzed in the Final EIS/EIS/EIR and applicable permits. The requested additional temporary work area and access route do not contain any California Department of Fish and Wildlife- or United States Army Corps of Engineers-jurisdictional waters, as shown in Attachment B: Site Maps and Attachment C: Representative Photographs. In addition, the requested additional temporary work area and access route will be utilized in accordance with the uses that were approved in the Final EIS/EIS/EIR for the work areas and access routes. Therefore, the requested refinements will not result in new significant impacts or a substantial increase in the severity of a previously identified significant impact to hydrology and water quality.
Land Use and Planning	<i>No Change.</i> The landowners of the requested refinement areas have been notified of the proposed uses and the appropriate rights to use the construction areas have been obtained. The requested refinement areas will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes and will not result in any change in impacts related to land use and planning.

EIR/EIS Section	Summary of Potential Impacts
Mineral Resources	<i>No Change.</i> There are no identified mineral resources located within the requested additional temporary work area and access route. In addition, the requested refinement areas will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. Therefore, the requested refinements will not result in new impacts to mineral resources.
Noise	<i>No Change.</i> The requested temporary work area and access route will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. Construction at the refinement areas will be temporary and short-term and in an area previously disturbed by project timber harvest operations in 2015. The impacts to noise will be similar to those analyzed for construction 650 Line Rebuild as the requested refinement areas also will not be located within closer proximity to any residences or sensitive receptors. Therefore, the requested refinements will not result in new significant impacts or a substantial increase in the severity of a previously identified significant impact to noise.
Population and Housing	<i>No Change.</i> The requested additional temporary work area will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. In addition, the refinement areas will be used temporarily during construction of the Project and will not induce population growth or displace people or existing housing. Thus, there will be no change in impacts to population and housing as a result of the requested refinements.
Public Services and Utilities	<i>No Change.</i> The requested additional temporary work area will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. The refinements will not disrupt existing utility systems or cause a co-location accident, nor will they increase the need for public services/facilities, require additional water supplies, or impact the wastewater treatment provider or solid waste disposal site's capacity. Therefore, there will be no change in impacts to public services as a result of the requested refinements.
Recreation	<i>No Change.</i> The requested additional temporary work area will be directly adjacent to the 650 Line ROW west of Pole 291108. The refinement areas will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. In addition, the refinements will not increase local population or housing and will not increase demand for recreational facilities. No recreational facilities will be impacted as a result of the requested refinements. As a result, the requested refinements will not impact any recreational areas, and there will be no change in impacts to recreation.
Transportation and Traffic	<i>No Change.</i> The requested additional temporary work areas will be directly adjacent to the 650 Line ROW west of Pole 291108. The refinement areas will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. No lane closures or impacts to traffic are anticipated that have not already been approved and no additional equipment will be required for activities conducted within the requested additional temporary work areas. Therefore, the requested refinements will not result in new significant impacts or a substantial increase in impacts to transportation and traffic.

EIR/EIS Section	Summary of Potential Impacts
Climate Change	<p><i>No Change.</i> The requested additional temporary work areas will be directly adjacent to the 650 Line ROW west of Pole 291108 and will extend approximately 20 feet from the approved ROW. The refinement areas will be utilized in accordance with the uses approved in the Final EIS/EIS/EIR for the temporary work areas and access routes. The requested refinements will not result in a new significant impact, nor a substantial increase in the previously identified impact to climate change, which was identified as less than significant in the Final EIS/EIS/EIR.</p>

ATTACHMENT B: SITE MAPS

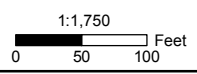


Z:\Projects\Liberty_650_Rebuild\MXDs\Construction\MPRA\IB_MRP2_291108.mxd 06/16/16

Attachment B: Minor Project Refinement Request 2 Map

650 Line Rebuild Project

- Existing Pole - - - Existing Road
- Proposed Pole - - - - Temporary Access Road
- Temporary Staging
- - - - - ROW



ATTACHMENT C: REPRESENTATIVE PHOTOGRAPHS

Photograph C-1: View of Pole 291108 From Skid Trail Access Facing West



Photograph C-2: View of Skid Trail Access Facing East from Pole 291108



Photograph C-3: View of Existing Gravel Road Departing ROW at Pole 291110



Photograph C-4: View of Existing Dirt Road Facing North



Photograph C-1: View of Proposed Temporary Work Area in Log Landing View Facing Southwest



ATTACHMENT D: CONDITIONS

CONDITIONS

As shown in the “CalPeco Approvals” section of the Minor Project Refinement Request Form, CalPeco personnel have approved the Minor Project Refinement with the following conditions:

- Full and proper installation of temporary construction best management practices must be in place prior to any pole excavation occurring; silt fencing to protect Martis Creek, installation of proper water bars, and installation of fiber rolls as appropriate;
- Soils excavated from pole excavation must be managed properly; i.e. carefully remove from pole excavation without spilling into creek, stockpile at safe distance from creek bank, and cover if unused for more than a day;
- Temporary access must be reclaimed, stabilized and revegetated (per Project Habitat Restoration Plan) as soon as possible after completion of installation of Pole 291108; and
- Required pre-construction nesting bird surveys will occur prior to implementation of this Minor Project Refinement (Minor Project Refinement Request #2).

ATTACHMENT E: RIGHT OF ENTRY

RIGHT OF ENTRY AGREEMENT

(Invasive Work)

This Right of Entry Agreement (this “Agreement”), dated effective as of April 28, 2016, is between TRIMONT LAND COMPANY (“TLC”), a California corporation, and LIBERTY UTILITIES (CalPECo Electric), LLC (“Liberty”), a California limited liability company.

RECITALS

A. TLC leases from CLP Northstar, LLC (“CLP”) and operates Northstar California Resort located in Placer County, California (the “Resort”), which includes certain areas within the parcels depicted on the diagram attached hereto as Exhibit A (the “Access Areas”);

B. Liberty desires a non-exclusive right of entry (the “Right of Entry”) over and onto the Access Areas for the sole purpose of construction access, including tree removal access, as described in this Agreement; and

C. TLC is willing to agree to grant Liberty the Right of Entry on the terms and conditions of this Agreement and represents that it has all necessary consents and authorizations from CLP to grant the rights and privileges set forth herein.

AGREEMENT

NOW, THEREFORE, it is agreed as follows:

1. Right of Entry. Subject to all of the terms, covenants, conditions and limitations in this Agreement and subject to prior coordination with Resort management as to which the parties agree to mutually cooperate to fulfill the purposes of this agreement,, Liberty and its agents and invitees, are hereby authorized to enter onto the Access Areas in order to carry out specific work associated with the 650 Transmission Line rebuild Project (the “Project”) for the sole purpose of construction activities and construction access, including tree removal and access as related to the Project (collectively, the “Permitted Purpose”), as shown on Exhibit A. Such activities may include, but are not limited to rebuilding the Northstar Tap into the Northstar Fold, rebuilding portions of the line through Martis Valley, and rebuilding all existing underbuild distribution and some portions of communication facilities, all of which is to be transferred to the new steel pole structures. Approximately 2,629 lineal feet of Type D Road (New Road) will be constructed under this Right of Entry. Approximately 2,076 lineal feet of Type B Road (Dirt) will be improved under this Right of Entry. Approximately 927 feet of Overland Travel will take place under the Right of Entry. Approximately 17,589 lineal feet of Type A Road (Dirt, Needs No Improvement) is included under this Right of Entry. Two (2) staging areas – Lot 11 (for heavy truck use and material storage) and Lot 14 (for Heli pad use and light material storage), and eight (8) Timber Harvest Landings are included under this Right of Entry. Any change to the Permitted Purpose shall require written approval from TLC.

The Timber Harvest Landings will be properly drained with chevron-shaped water bars directing water to the outsides of the landing to a stable filter strip where sediment does not have the ability to enter a watercourse. This will occur upon completion of use for timber operations or

prior to October 15, 2016, whichever is first. Additionally, the landings will be stabilized with a mulch and/or wood chip application, to be approved by TLC in advance, such approval not to be unreasonably withheld. Annual monitoring will be required by the Registered Professional Forester (RPF) or supervised designee while the Timber Harvest Plan (THP) is open and through the maintenance period as mitigation for additional adverse impacts. Monitoring shall occur during the first period of seasonal access after May 1 of each year, and at least once again prior to October 15. The spring inspection will inform the Licensed Timber Operator (LTO) of any post-winter stabilization measures that need to be addressed upon gaining seasonal access after the winter period, and the fall inspection will inform the LTO of any additional issues requiring stabilization, drainage, or other mitigation work before the winter shut down (October 15). The RPF or supervised designee shall inform the LTO of the monitoring results and the LTO shall be required to implement the mitigation measures prescribed by the RPF in a timely manner. The RPF shall terminate the THP upon completion of activities through a CalFire Notice of Completion and Lahontan RWQCB Notice of Termination.

Construction activities will include right-of-way (ROW) preparation, new pole installation, wire stringing and pulling, old conductor and pole removal, and any such other work incidental thereto as is reasonable or necessary thereto. ROW preparation will include survey and demarcation of project boundary (i.e. easement/ROW) lines; flagging and fencing off of sensitive areas; BMP installation; timber harvest activities and hauling of timber to timber harvest landing sites; brush clearing and invasive weed treatment where necessary; and development of alignment and/or structure accesses where identified on the project mapping.

Construction through Martis Valley, which is primarily on USACE parcels but does include one Resort parcel, will have singular access from SR 267. Track-mounted equipment is planned to be used to get tools and workers to/from pole sites and to auger pole holes. Installation of new poles and removal of existing poles will be via helicopter or by track-mounted equipment access over continuous timber or composite matting, placed to protect the wetland areas being traversed. There is to be no vegetation removal through this area, with the exception of new pole installation holes or the removal of invasive plant species.

New pole installation consists of assembling each pole structure on the ground; preferably at its point of installation. However, where that isn't feasible poles will be assembled in a designated staging area then will be transported to their point of installation, either by track mounted equipment or by helicopter. For poles that are to be directly embedded into the ground, a track-mounted auger or backhoe will be utilized to prepare the hole in which the new pole base will be buried. For poles that are self-supported (i.e. mounted to a concrete foundation), larger holes will be excavated to accommodate a form, likely a section of corrugated metal pipe (CMP) slightly larger in diameter than the concrete footing diameter; a rebar/anchor bolt cage will be placed; concrete will be poured into the form and allowed to cure (typically a minimum of 7 days); and the new pole structure will be placed and securely anchored to the foundation. If a section of rebuild needs to be constructed while the existing line remains in service, new conductor will be strung and terminated prior to the existing conductor being removed. Otherwise, existing conductor will likely be removed prior to installation of new pole structures. Both installation and removal of electric conductor utilizes truck or trailer mounted reels, onto or from which conductor is wound/unwound, and pulling equipment. If there is existing distribution and/or communications underbuild, it will then be transferred from the existing poles to the new. After

all facilities have been installed and/or transferred onto the new pole structures, all hardware is removed from the existing wooden poles and the wooden poles are cut off at or just below ground level and the butts are left in place. The cut wooden poles are removed from the alignment and disposed of off-site at an approved facility.

Once construction of the new line is complete and it's successfully energized, the ROW is cleared of any construction-related materials; accesses from which top soil has been removed and stockpiled will receive the appropriate treatment of top soil placement, and surface treatment as appropriate; post-construction BMPs will be amended, fixed or replaced with new as necessary; and all crews will demobilize from the site.

In accessing the Access Areas and performing any work described above thereon, Liberty shall not interfere with the operation or maintenance of the Resort. TLC reserves the right to limit access under this Agreement based upon Resort operations, including but not limited to, weather conditions or special events.

2. Term. All of Liberty's rights granted under this Agreement shall have an initial term of the earlier of (a) one year from the Effective Date of this Agreement; or (b) the date a breach by Liberty under this Agreement continues for ten (10) days or more following written (or e-mail) notice of such breach from TLC to Liberty; or (d) termination of TLC's lease of the Property, pursuant to that certain Amended and Restated Lease Agreement dated October 25, 2010, as the same may be amended from time to time. Thereafter, this Agreement may be renewed at the sole discretion of and provided in writing (or e-mail) by TLC and such renewal shall terminate the earlier of: (i) date stated in written (or e-mail) communication by Resort management or (ii) termination of TLC's lease of the Property, pursuant to that certain Amended and Restated Lease Agreement dated October 25, 2010, as the same may be amended from time to time. All terms and conditions in this Agreement shall be in full force and effect during any renewed or extended terms.

3. Vehicle Access Limitation. No vehicular access is permitted beyond the access areas as shown on Exhibit A. All access routes will be field verified with a Resort representative prior to accessing the site with equipment.

4. Documents and Approvals by TLC.

(a) Prior to Construction. Liberty shall provide TLC for review the following materials prior to commencing any work under this Agreement: (i) final construction plans or drawings, including the Stormwater Pollution Prevention Plan (SWPPP) and Erosion Control Plan; (ii) anticipated construction schedule, including updates of any changes to the construction schedule once construction has commenced; (iii) all permits required by Federal, state or local jurisdictions or other governmental or approval authorities; (iv) the Project Invasive Plant Treatment Implementation Plan, to include all MSDS sheets for all hazardous treatment materials to be brought onto the Resort property; and (v) any other documents reasonably requested by TLC.

(b) Notice to Proceed. Liberty agrees that no work permitted under this Agreement shall commence prior to receipt by Liberty of a Notice to Proceed by TLC, which

Notice shall not be unreasonably withheld. This Notice to Proceed shall be issued in writing (or e-mail) from Resort management to Liberty and will be provided upon completion of TLC's review of the materials described above.

(c) Upon Completion. Upon completion of construction or work permitted under this Agreement, Liberty shall provide to TLC final as-built plans for the work conducted.

5. Additional Conditions.

(a) Liberty shall implement adequate dust control measures in accordance with applicable laws.

(b) Liberty shall implement project sweeping to ensure that there is no track off onto paved areas or roadways.

(c) Liberty shall immediately notify TLC of any discharge into surface water or a spill on the Resort property.

(d) Liberty shall coordinate with TLC to implement prevention of invasive weeds including washing equipment prior to mobilization and utilizing weed free materials (earthen fill, gravel, mulches, erosion control products, and seed sources). The use of straw is prohibited onsite.

(e) Liberty shall use wood chips in lieu of straw mulch or straw bales on disturbed areas, including but not limited to log landings and skid trails. Liberty shall spread wood chips over log landings with a 1" minimum depth with a 3" maximum depth with 100% coverage of disturbed areas.

(f) Liberty shall use locally sourced pine straw for the Spittler Crossing.

(g) Liberty shall ensure that slash from trees that cannot be whole-tree yarded is lopped and scattered to a depth no more than 12".

(h) Liberty shall coordinate with TLC to implement resort revegetation specifications. Liberty shall use the Northstar Mountain Revegetation Specifications, including the specified seed mix and application rates.

(i) Liberty shall install signage and personnel as necessary at trail crossings to notify trail users of construction activities.

(j) Liberty shall use the staging areas in Castle Peak Parking Lots 11 and 14, and as shown on Exhibit A, from June 13, 2016 until October 15, 2016. Staging shall be strictly limited to and contained wholly within Lots 11 and 14 and may not include any other areas without prior written consent, which such consent may be granted or withheld at TLC's sole and absolute discretion. Construction staging outside the staging areas will be charged \$500/day per lot if encountered.

(k) Upon completion of construction activities, Liberty shall restore the staging areas to pre-project conditions. During construction, the following shall be implemented:

- i. Provide a weekly schedule of staging activities.
- ii. The staging areas shall be cleaned, reasonably clear of dust, dirt, and debris and in a presentation reasonably acceptable to TLC at the end of every work day, so as to not interfere in any manner with use of the property.
- iii. Immediately clean up leaks and spills. Spills include solid, liquid, and gaseous releases. Equipment and materials for cleanup of spills shall be available onsite and spills and leaks shall be cleaned up immediately and disposed of properly.

(l) Signage directing contractors to the staging areas shall be prohibited.

(m) Liberty will make reasonable efforts to avoid or minimize any damage to any improvements on the staging areas. If any such damage arises, Liberty will immediately notify TLC. Liberty shall restore, repair, reconstruct, replace, or otherwise take any action necessary to restore, repair, reconstruct, or replace any improvements or property items that are so damaged no later than the end of the Term of October 15, 2016.

(n) Liberty shall compensate TLC \$150/day for each staging lot for the duration of use, from June 13, 2016 through October 15, 2016, for a total amount of \$37,500 that is to be paid in two equal payments of \$18,750 by June 13, 2016 and August 1, 2016. Staging after October 15, 2016 is prohibited and will be charged a daily rate of \$1,000 per lot.

(o) Liberty shall coordinate with the Northstar representative 48 hours in advance of electric outages. Such outages shall be coordinated and scheduled to the extent possible to avoid impact to Northstar resort operations and events. Uninterrupted electric service shall be fully restored by October 20, 2016.

6. Insurance. Prior to any entry under this Agreement, Liberty will furnish to TLC insurance binders evidencing policies of (a) Worker's Compensation insurance covering any persons to be employed in connection with the Permitted Purpose, including, without limitation, all those to be employed by all licensees and sublicensees, agents, contractors, successors and assigns, in accordance with federal and state statutory requirements and Employers' Liability insurance for all employees with a limit of no less than \$500,000 each accident for bodily injury, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for disease and (b) Commercial General Liability insurance in an occurrence form in an amount of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate (including, without limitation, bodily injury, property damage, products/completed operations, contractual and personal injury liability coverage), (c) Commercial Auto Liability insurance with a limit of insurance no less than \$2,000,000 combined single limit each accident for bodily injury and property damage covering "any auto" whether owned, non-owned, scheduled, leased, hired or other, and (d) which policies shall (i) be issued by companies who have and maintain an AM Best Rating of no less than A- VII and on forms satisfactory to TLC, (ii) name TLC, the Resort,

and Vail Resorts, Inc. (collectively “Vail Resorts”), CLP, its principals, employees, mortgagees, agents, representatives, successors and assigns, and any person or entity designated by TLC, as additional insureds by endorsement to the policies (with the exception of Worker’s Compensation and Employers’ Liability), (iii) require that Liberty provide a copy of any notice of cancellation or material changes to policy conditions to each additional insured within five business days of receiving the notice, (iv) be maintained by Liberty until the expiration of this Right of Entry or any work contemplated hereby, and (v) be primary and non-contributory to any insurance carried by TLC, CLP or Vail Resorts. Liberty shall provide evidence of its continued coverage within ten (10) days of each policy renewal for all insurance required herein to TLC. Failure to maintain the required insurance may result in termination of this Agreement at TLC’s option. By requiring insurance herein, TLC does not represent that coverage and limits will be adequate to protect Liberty. The requirements contained herein shall not be construed in any manner to relieve or limit Liberty’s indemnification obligations for any loss or claim arising out of this Agreement.

7. Indemnification. Liberty agrees to defend, indemnify, and hold CLP, TLC, Vail Resorts and their respective subsidiaries, affiliates and parents, and their respective officers, directors, employees, agents, successors and assigns (all of the foregoing entities and persons being collectively referred to as “Indemnitees”) harmless from and against any and all costs, claims, damage (including, without limitation, lost profits and other consequential damages), fees and expenses (including, without limitation, attorneys’ fees and disbursements) resulting from, arising out of, or in connection with, any breach by Liberty of this Agreement or any acts or omissions of Liberty or Liberty’s agents, licensees, sublicensees, or employees in connection with this Right of Entry or Permitted Purposes contemplated hereby. Without limiting the generality of this Article 2, Liberty agrees not to permit any mechanics’ or other liens to be created or filed against any property of any of the Indemnitees by reason of any labor performed or materials furnished to Liberty or Liberty’s agents, licensees, sublicensees, or employees. If any such mechanics’ or other liens shall be filed, Liberty shall, at its sole cost and expense, cause such lien to be satisfied and discharged of record, by bonding or otherwise, within thirty (30) days of notice from CLP or TLC to Liberty of its filing. If Liberty fails to do so, then, in addition to any other rights and remedies available to CLP and/or TLC, CLP or TLC shall have the right to satisfy and discharge any such lien by payment, bonding, or otherwise, and all costs and expenses incurred by CLP and/or TLC in connection therewith, together with interest thereon accruing from the date incurred at the lesser of (a) the so-called “Prime” lending rate announced from time to time by any money center bank selected by CLP or TLC, as applicable, and (b) the highest rate permitted by law, shall be paid by Liberty to CLP or TLC, as applicable, upon demand.

8. Maintenance and Repair of Access Areas. Liberty, at its sole cost and expense, shall be solely responsible for (a) maintaining and repairing the Access Area so that it is, at all times, in a safe condition, and (b) assuring that all work performed hereunder is conducted, and the Access Area is maintained, in compliance with all applicable laws. In addition, Liberty shall, at its sole cost and expense, be solely responsible for ensuring (i) that the land constituting the Access Area and the vegetation and installations or equipment located thereon are not unreasonably disturbed or affected by the work contemplated hereby; (ii) that no hazardous materials are introduced onto any of the Access Area by Liberty or their agents or invitees; (iii) that only facilities and equipment that are permitted under this Right of Entry or

Easement to be granted concomitantly herewith will be installed on the Access Area; (iv) that the Access Area is returned, immediately upon the completion of the work contemplated by this Agreement, to the conditions that existed prior to Liberty's exercise of its rights hereunder; and (v) that it repair any damage or disturbance to any property adjacent to the Access Area, whether owned by TLC, CNL or any other person or entity (including, without limitation, revegetating any disturbed areas and repairing any damaged roads or cart paths to TLC's satisfaction), in a manner that reasonably restores such property to its prior condition. In the event that the Project is not completed, Liberty will restore the Access Area and any other affected areas to their prior condition, which, for purposes of this Agreement, means the condition of the property before any drilling or testing by Liberty occurred (including revegetation and the removal of any tailings); provided, however, that any subsurface restoration of any test hole or well will be limited to abandoning the test hole or well in accordance with applicable state and local laws.

9. Erosion and Debris. Liberty shall be obligated and solely responsible to prevent storm water or sediment run-off resulting from any exercise of the rights granted herein, including, without limitation, any drainage or run-off that is prohibited, requires permitting or is otherwise regulated under applicable laws. Liberty will maintain the Access Areas and the surrounding areas free from accumulation of waste materials, rubbish, excessive dust and dirt, and the like caused by or arising from any exercise of the rights granted herein or other activities associated with the Project. Liberty shall be solely responsible for any regulatory fees, fines or penalties associated with any erosion, discharge or other issues resulting from the Project.

10. Access. Notwithstanding anything contained in this Agreement to the contrary, TLC and persons and entities designated TLC, must always have reasonable access to and use of the Access Areas in connection with the maintenance and operation of the Resort. Liberty shall at all times exercise its rights under this Agreement in a manner that does not disrupt or interfere with, and is otherwise coordinated with, the maintenance and/or operation of the Resort or the construction activities occurring there, including any operation or maintenance of the resort's golf course. Prior to accessing the Access Areas at any time, Liberty or Liberty's agents, licensees, sublicensees, or employees shall notify Resort management and check-in with Resort security. Liberty shall adhere to all Resort protocols, including but not limited to driving vehicles on designated roadways, as communicated to Liberty by TLC from time to time. Access may be restricted during inclement weather conditions

11. Additional Work. Any additional work that Liberty desires to conduct on the Resort beyond the scope of this Agreement, including construction and/or installation or equipment, staging or storage of any materials or equipment, or any work requiring land disturbance, shall not be covered under this Right of Entry, without prior written (or e-mail) permission from TLC, which TLC may withhold at its sole and absolute discretion. TLC reserves the right to require other conditions or an additional Right of Entry Agreement or other agreement for any such work.

12. General Provisions.

(a) Compliance with Law. In performing its obligations under the Agreement, Liberty must comply with all applicable laws, rules and regulations.

(b) Authority. Each party warrants that (i) it has the authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.

(c) Governing Law; Jurisdiction and Venue. This Agreement is governed by California law, without regard to conflicts of laws principles. Exclusive jurisdiction and venue for any legal action under this Agreement is the Placer County, California Superior Court or the U.S. District Court for the Eastern District of California.

(d) Jury Waiver. The parties waive their rights to trial by jury in any legal action under this Agreement.

(e) Remedies Cumulative. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy, a party does not waive any other available right or remedy.

(f) Severability. If any part of this Agreement is held invalid in a legal proceeding, then the rest of the Agreement will remain valid.

(g) Notices. All notices under this Agreement will be in writing and delivered to the notice address below: (i) by registered, express, or certified mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

If to TLC:	Trimont Land Company P.O. Box 129 Truckee, CA 96160 E-mail: JCHall@vailresorts.com Attention: Jerusha Hall
With a copy to:	Vail Resorts Management Company Attention: Legal Dept., Box I-88 390 Interlocken Crescent Broomfield, CO 80021 E-mail: legalnotices@vailresorts.com
If to Liberty:	Liberty Utilities (CalPECo Electric), LLC Attention: Travis Johnson, P.E. P.O. Box 107 701 National Ave. Tahoe Vista, CA 96148 Phone: (530) 546-1704

(h) Survival. The provisions of this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement, including any indemnification or confidentiality obligations, will survive.

(i) Amendment. The parties may alter this Agreement only by written amendment signed by the parties.

(j) Captions. The captions of each section are for reference only and do not affect the interpretation of this Agreement.

(k) Assignment; Successors. Liberty may not assign or delegate its rights or duties under this Agreement. This Agreement is binding on the successors and permitted assigns of either party.

(l) Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

(m) Counterparts. This Agreement may be executed in counterparts, which taken together form one agreement. Signatures provided by facsimile or other electronic methods are equivalent to original signatures.

(n) Nature of Rights. The rights granted pursuant to this Agreement constitute a freely and wholly revocable license, and shall not be deemed or construed to constitute a covenant running with the land or to vest or create any rights in favor of Liberty beyond those expressly set forth in this Agreement. This Agreement shall not be recorded without the express written consent of CLP.

[Signature page follows]

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

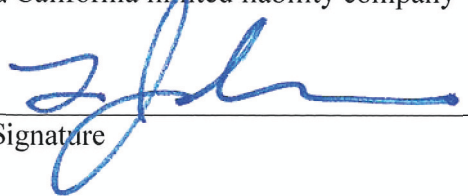
TLC:
TRIMONT LAND COMPANY, a California corporation

By: Beth Howard

Name: Beth Howard

Title: Vice President and General Manager – Northstar California

LIBERTY:
LIBERTY UTILITIES (CALPECO ELECTRIC) LLC, a California limited liability company

By: 

Signature

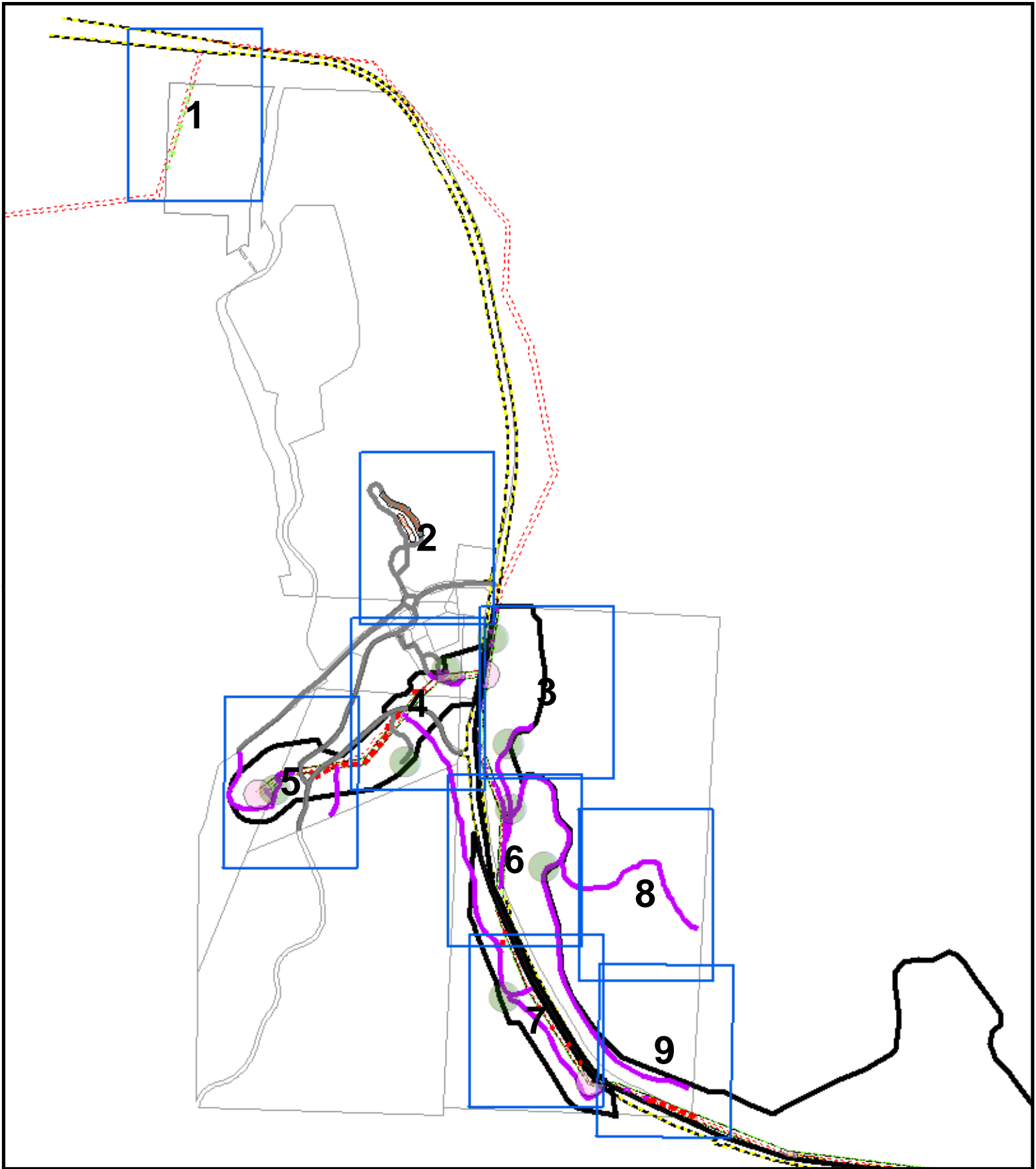
Travis Johnson
Print Name

VP, Operations
Title

EXHIBIT A

Access Area

Exhibit A - 650 Line Access Areas



TIMBER

- Timber Harvest Landing Site
- THP Boundary
- Trimont Parcels

R/W

- Existing R/W
- Proposed R/W
- Proposed R/W Setback
- Actual Caltrans R/W

ROADS

- COM ROADS**
- Road - Type A - Dirt (Needs No Improvement)
 - Road - Type B - Dirt (Needs Improvement)
 - Road - Type C - Overland Travel
 - Road - Type D - New Construction

- LAYER**
- Road - Paved
 - Gate
 - Proposed Staging Area
 - Wire Stringing Sites

Overview Map

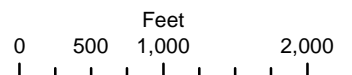
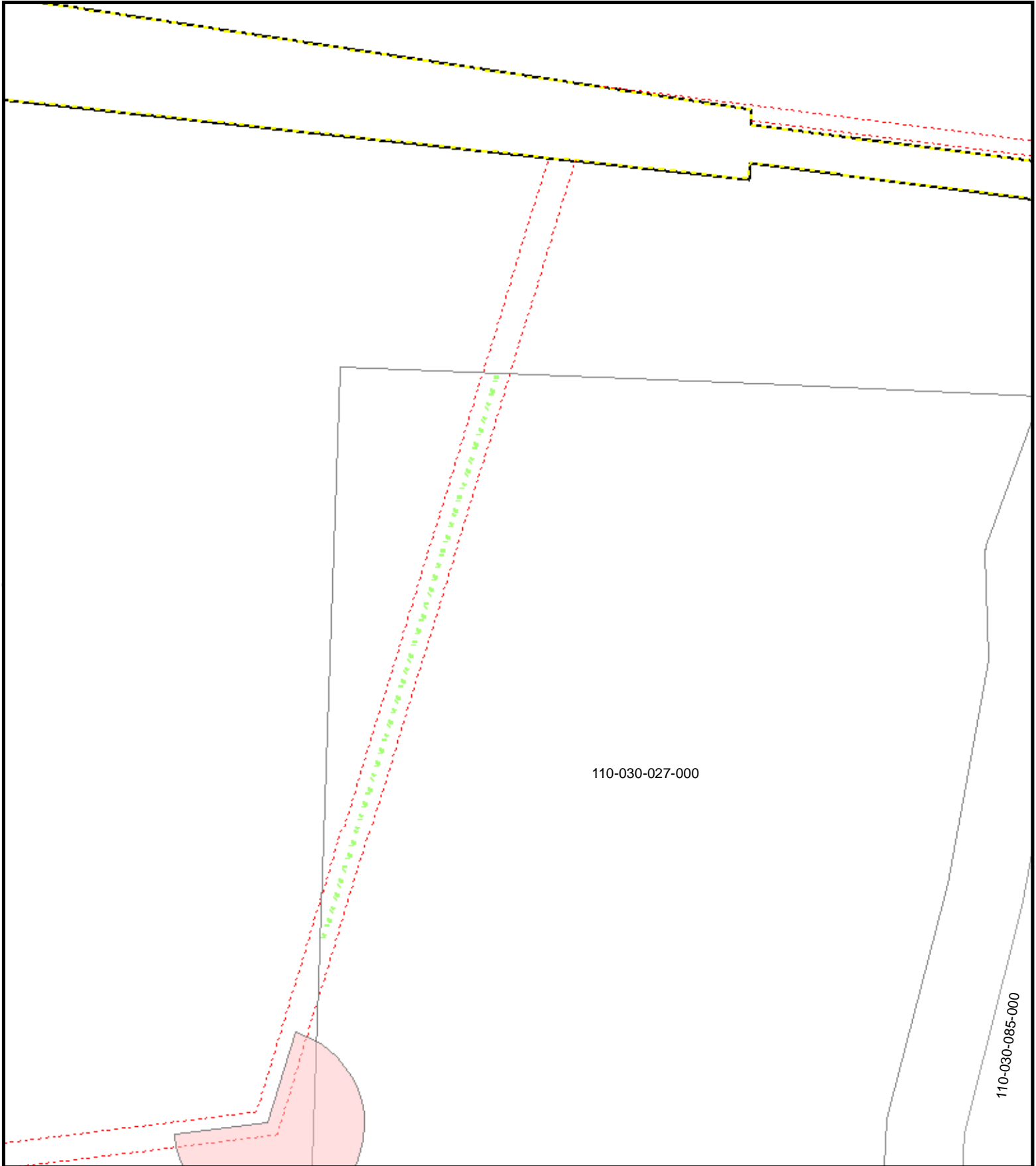


Exhibit A - 650 Line Access Areas







110-030-027-000

110-030-085-000

TIMBER

-  Timber Harvest Landing Site
-  THP Boundary
-  Trimont Parcels

R/W




-  Existing R/W
-  Proposed R/W
-  Proposed R/W Setback
-  Actual Caltrans R/W





ROADS

COM ROADS

LAYER

-  Road - Paved

-  Road - Type A - Dirt (Needs No Improvement)
-  Road - Type B - Dirt (Needs Improvement)
-  Road - Type C - Overland Travel
-  Road - Type D - New Construction

-  Gate
-  Fence
-  Proposed Staging Area
-  Wire Stringing Sites

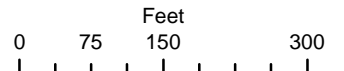
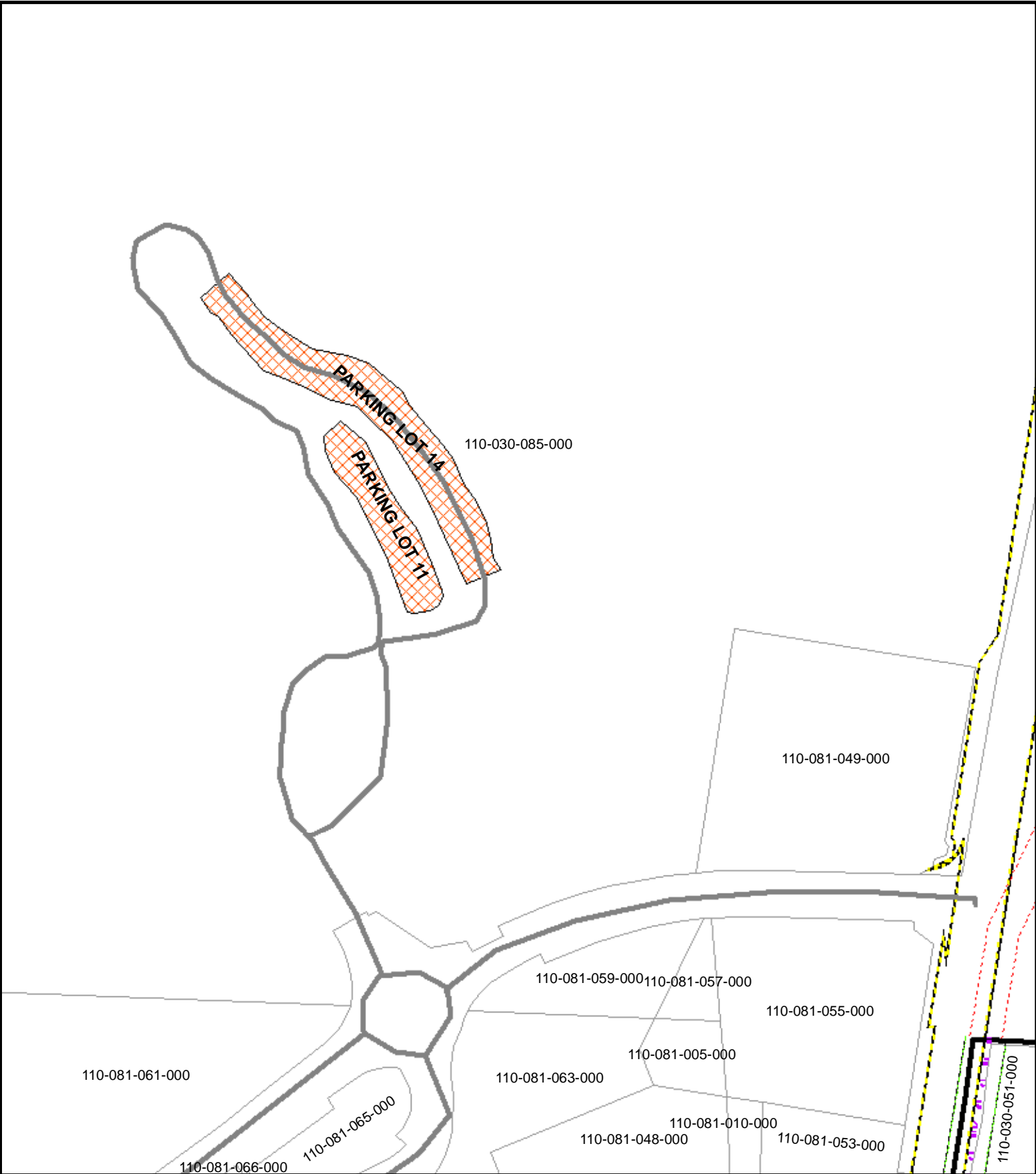


Exhibit A - 650 Line Access Areas



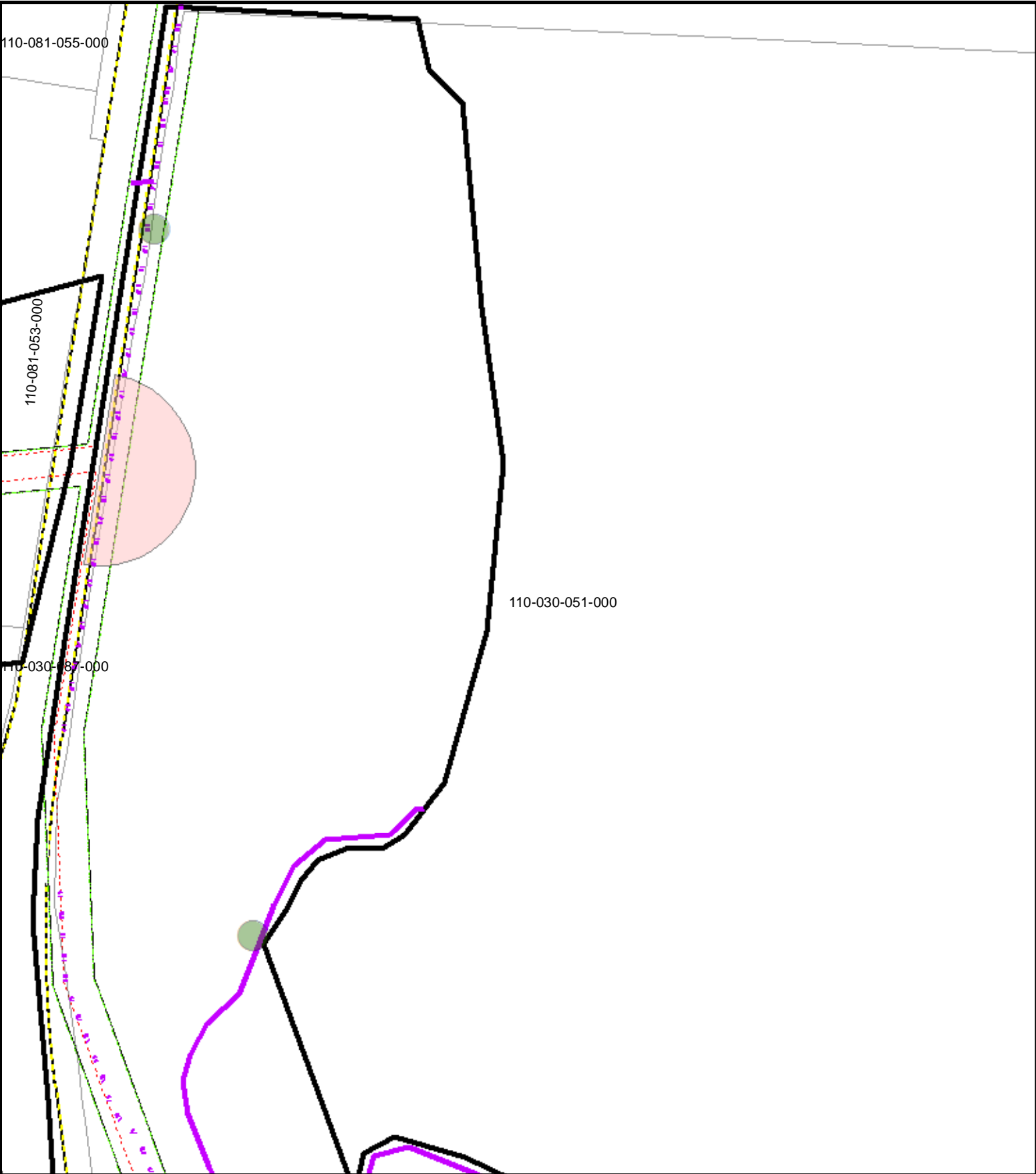
<p>TIMBER</p> <ul style="list-style-type: none"> Timber Harvest Landing Site THP Boundary Trimont Parcels 	<p>R/W</p> <ul style="list-style-type: none"> Existing R/W Proposed R/W Proposed R/W Setback Actual Caltrans R/W 	<p>ROADS</p> <p>COM ROADS</p> <table border="0" style="width: 100%; font-size: small;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>LAYER</p> <ul style="list-style-type: none"> Road - Paved Road - Type A - Dirt (Needs No Improvement) Road - Type B - Dirt (Needs Improvement) Road - Type C - Overland Travel </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> Road - Type D - New Construction Gate Fence Proposed Staging Area Wire Stringing Sites </td> </tr> </table>	<p>LAYER</p> <ul style="list-style-type: none"> Road - Paved Road - Type A - Dirt (Needs No Improvement) Road - Type B - Dirt (Needs Improvement) Road - Type C - Overland Travel 	<ul style="list-style-type: none"> Road - Type D - New Construction Gate Fence Proposed Staging Area Wire Stringing Sites
<p>LAYER</p> <ul style="list-style-type: none"> Road - Paved Road - Type A - Dirt (Needs No Improvement) Road - Type B - Dirt (Needs Improvement) Road - Type C - Overland Travel 	<ul style="list-style-type: none"> Road - Type D - New Construction Gate Fence Proposed Staging Area Wire Stringing Sites 			

Page 2 of 9

0 75 150 300

Feet

Exhibit A - 650 Line Access Areas



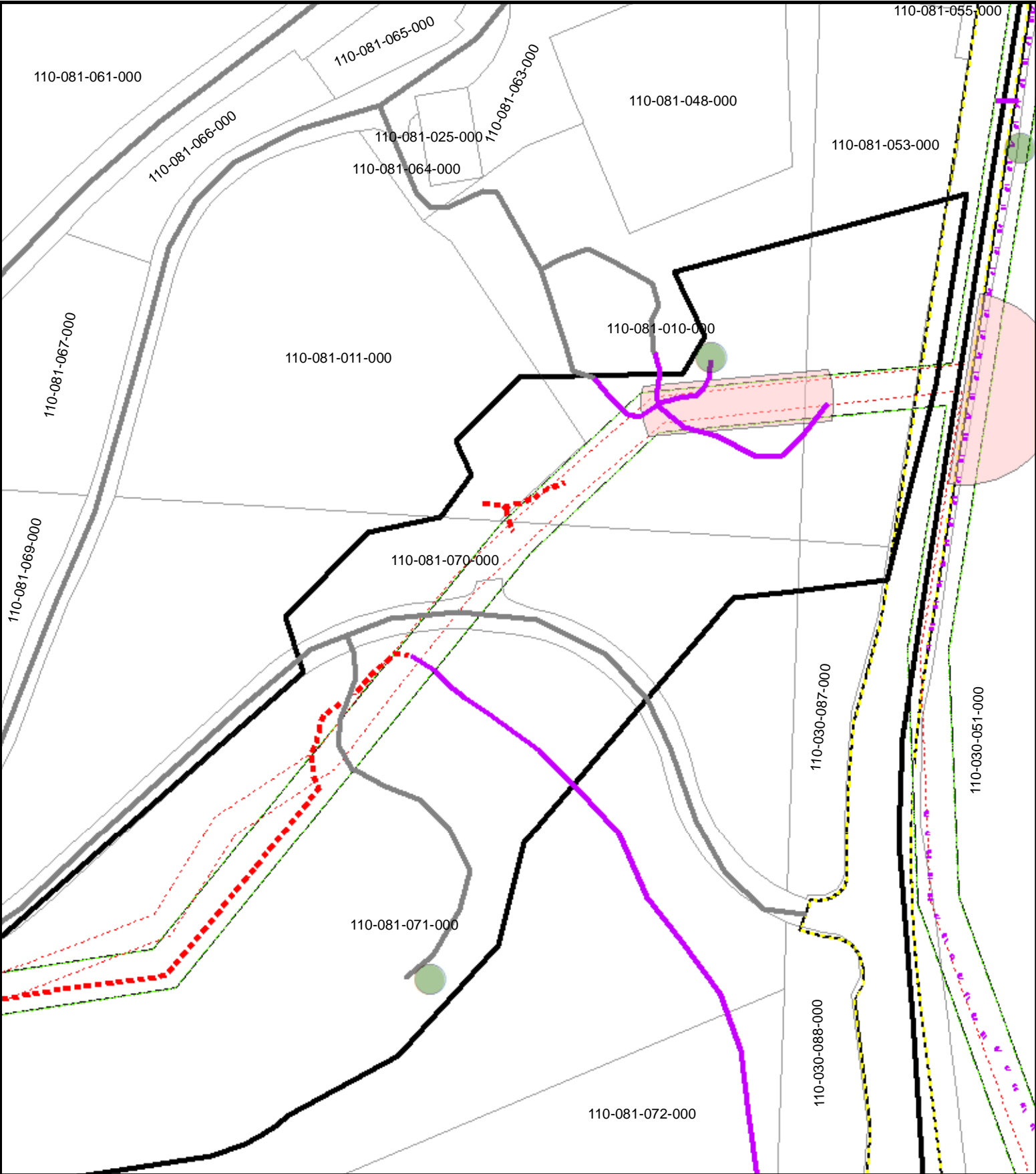
<p>TIMBER</p> <ul style="list-style-type: none"> Timber Harvest Landing Site THP Boundary Trimont Parcels 	<p>R/W</p> <ul style="list-style-type: none"> Existing R/W Proposed R/W Proposed R/W Setback Actual Caltrans R/W 	<p>ROADS</p> <p>COM ROADS</p> <ul style="list-style-type: none"> Road - Type A - Dirt (Needs No Improvement) Road - Type B - Dirt (Needs Improvement) Road - Type C - Overland Travel Road - Type D - New Construction Road - Paved <p>LAYER</p> <ul style="list-style-type: none"> Gate Fence Proposed Staging Area Wire Stringing Sites
--	---	---

Page 3 of 9

0 75 150 300

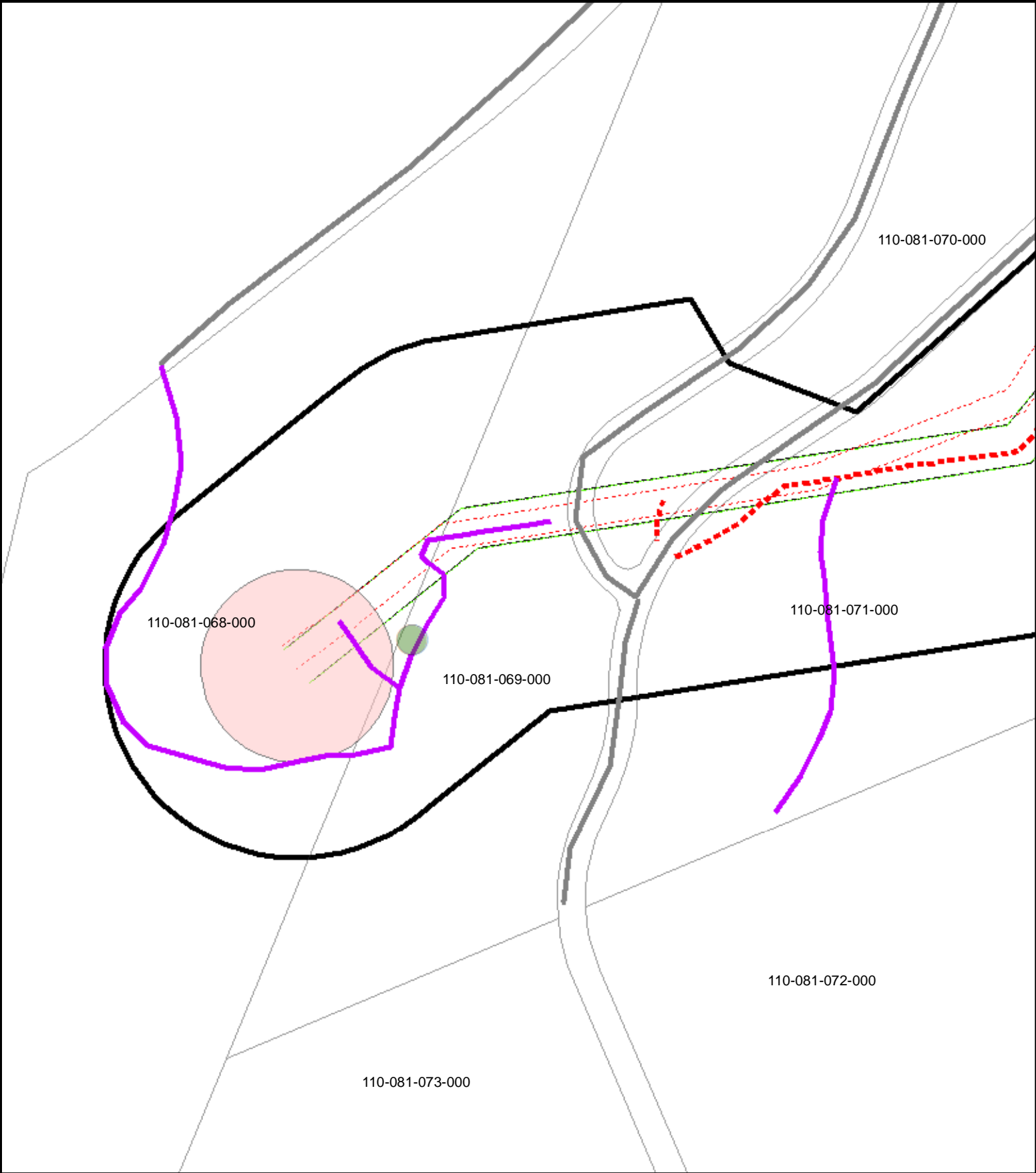
Feet

Exhibit A - 650 Line Access Areas



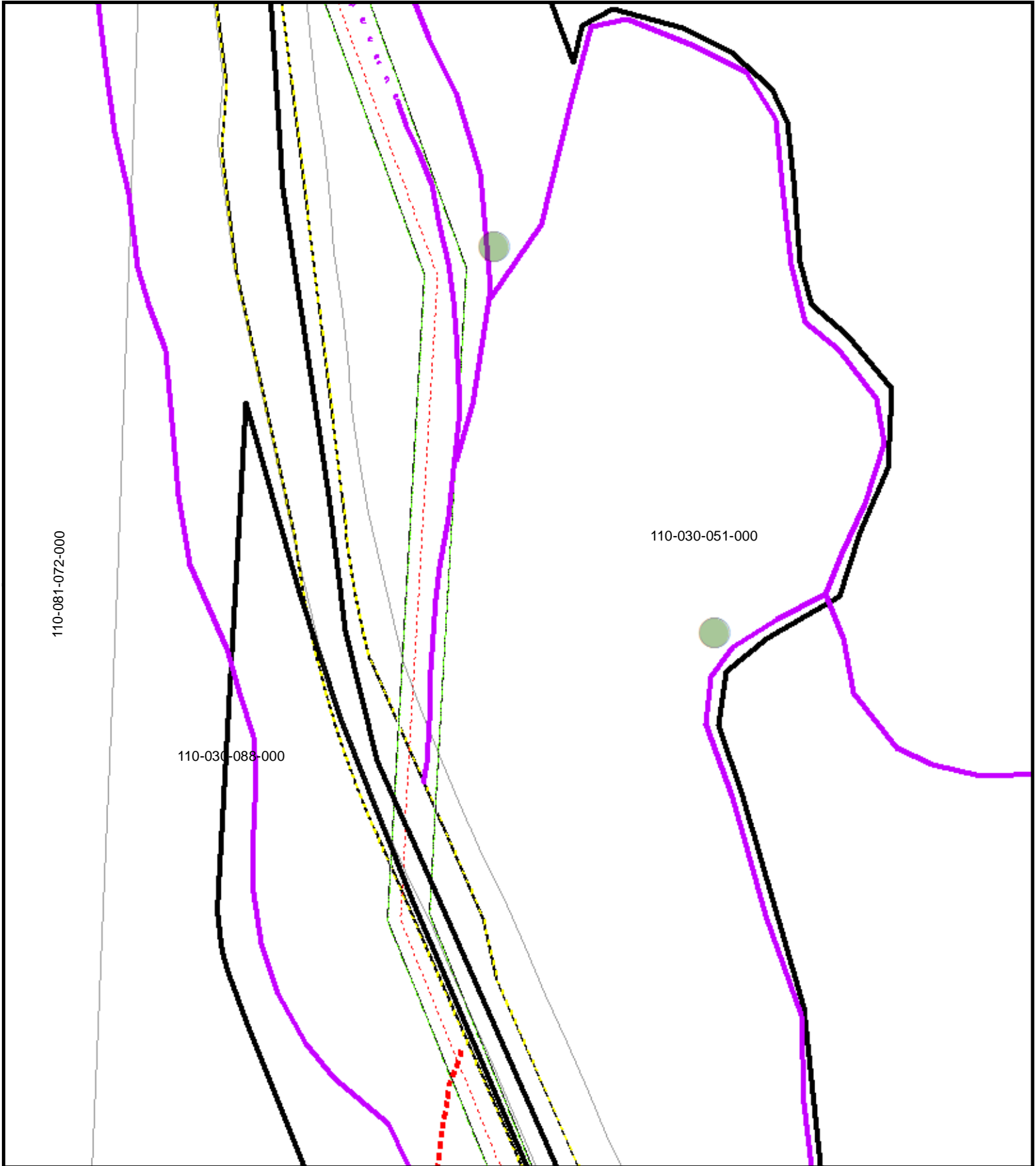
<p>TIMBER</p> <ul style="list-style-type: none"> Timber Harvest Landing Site THP Boundary Trimont Parcels 	<p>R/W</p> <ul style="list-style-type: none"> Existing R/W Proposed R/W Proposed R/W Setback Actual Caltrans R/W 	<p>ROADS</p> <p>COM ROADS</p> <ul style="list-style-type: none"> Road - Type A - Dirt (Needs No Improvement) Road - Type B - Dirt (Needs Improvement) Road - Type C - Overland Travel Road - Type D - New Construction Gate Fence Proposed Staging Area Wire Stringing Sites <p>LAYER</p> <ul style="list-style-type: none"> Road - Paved 	<p style="text-align: right;">Page 4 of 9</p> <div style="text-align: right;"> <p>0 75 150 300</p> <p>Feet</p> </div> <div style="text-align: right;"> <p>N</p> </div>
--	---	---	--

Exhibit A - 650 Line Access Areas



<p>TIMBER</p> <ul style="list-style-type: none"> Timber Harvest Landing Site THP Boundary Trimont Parcels 	<p>R/W</p> <ul style="list-style-type: none"> Existing R/W Proposed R/W Proposed R/W Setback Actual Caltrans R/W 	<p>ROADS</p> <p>COM ROADS</p> <ul style="list-style-type: none"> Road - Type A - Dirt (Needs No Improvement) Road - Type B - Dirt (Needs Improvement) Road - Type C - Overland Travel Road - Type D - New Construction Gate Fence Proposed Staging Area Wire Stringing Sites <p>LAYER</p> <ul style="list-style-type: none"> Road - Paved 	<p style="text-align: right;">Page 5 of 9</p> <div style="text-align: right;"> <p>0 75 150 300</p> <p>Feet</p> </div> <div style="text-align: right;"> <p>N</p> </div>
--	---	---	--





Exhibit A - 650 Line Access Areas








TIMBER





-  Timber Harvest Landing Site
-  THP Boundary
-  Trimont Parcels

R/W

-  Existing R/W
-  Proposed R/W
-  Proposed R/W Setback
-  Actual Caltrans R/W

ROADS

- COM ROADS**
-  Road - Type A - Dirt (Needs No Improvement)
 -  Road - Type B - Dirt (Needs Improvement)
 -  Road - Type C - Overland Travel
 -  Road - Type D - New Construction
- LAYER**
-  Road - Paved

-  Gate
-  Fence
-  Proposed Staging Area
-  Wire Stringing Sites

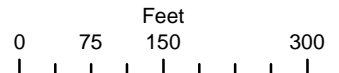


Exhibit A - 650 Line Access Areas







110-030-088-000

110-030-051-000


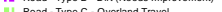







TIMBER

-  Timber Harvest Landing Site
-  THP Boundary
-  Trimont Parcels

R/W

-  Existing R/W
-  Proposed R/W
-  Proposed R/W Setback
-  Actual Caltrans R/W

ROADS

- COM ROADS**
-  Road - Type A - Dirt (Needs No Improvement)
 -  Road - Type B - Dirt (Needs Improvement)
 -  Road - Type C - Overland Travel
 -  Road - Type D - New Construction
 -  Gate
 -  Fence
 -  Proposed Staging Area
 -  Wire Stringing Sites
- LAYER**
-  Road - Paved

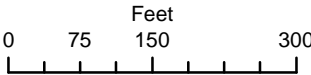
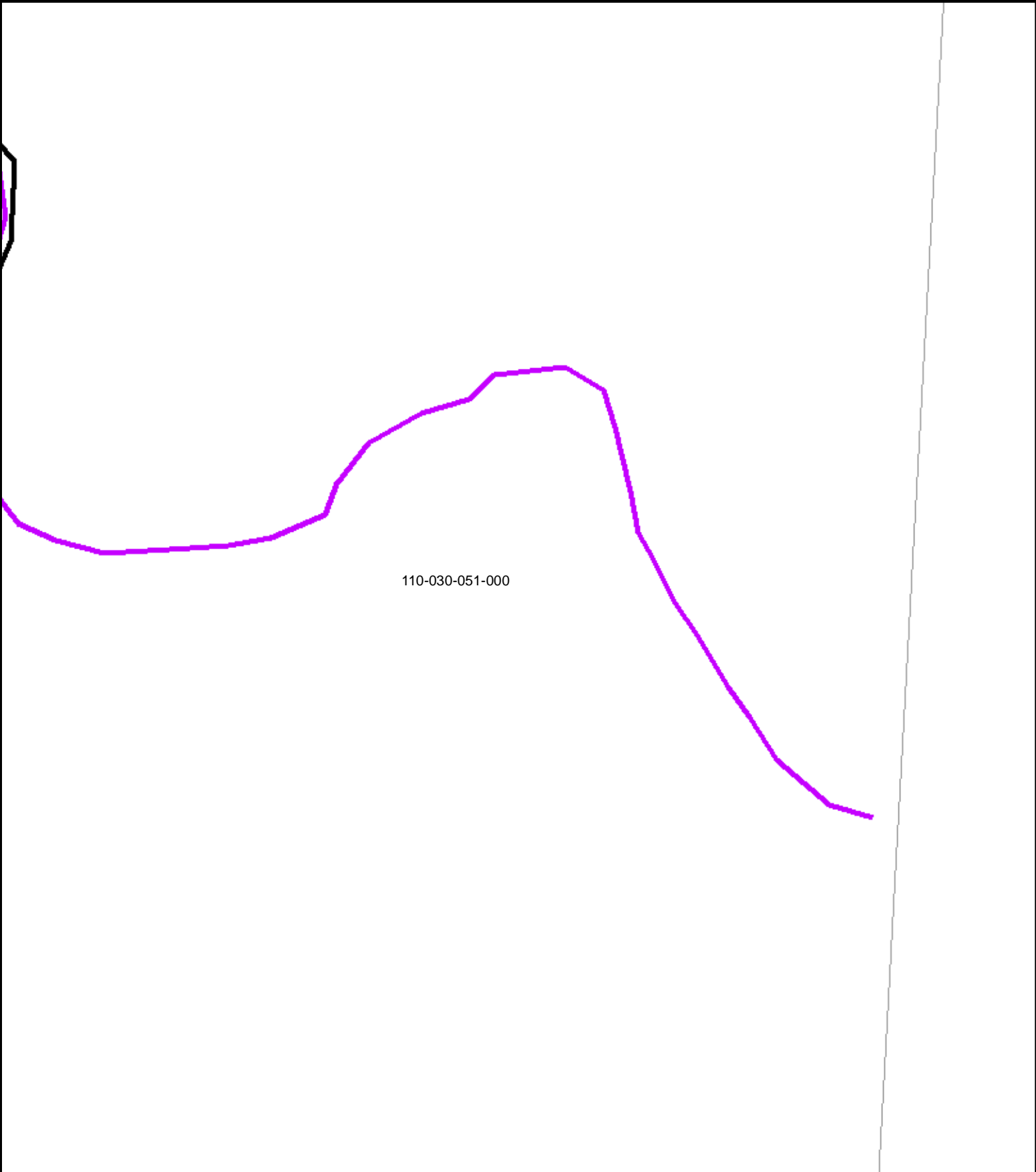


Exhibit A - 650 Line Access Areas



TIMBER

- Timber Harvest Landing Site
- THP Boundary
- Trimont Parcels

R/W

- Existing R/W
- Proposed R/W
- Proposed R/W Setback
- Actual Caltrans R/W

ROADS

- COM ROADS**
- Road - Type A - Dirt (Needs No Improvement)
 - Road - Type B - Dirt (Needs Improvement)
 - Road - Type C - Overland Travel
 - Road - Type D - New Construction
 - Gate
 - Proposed Staging Area
 - Wire Stringing Sites
- LAYER**
- Road - Paved

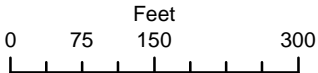
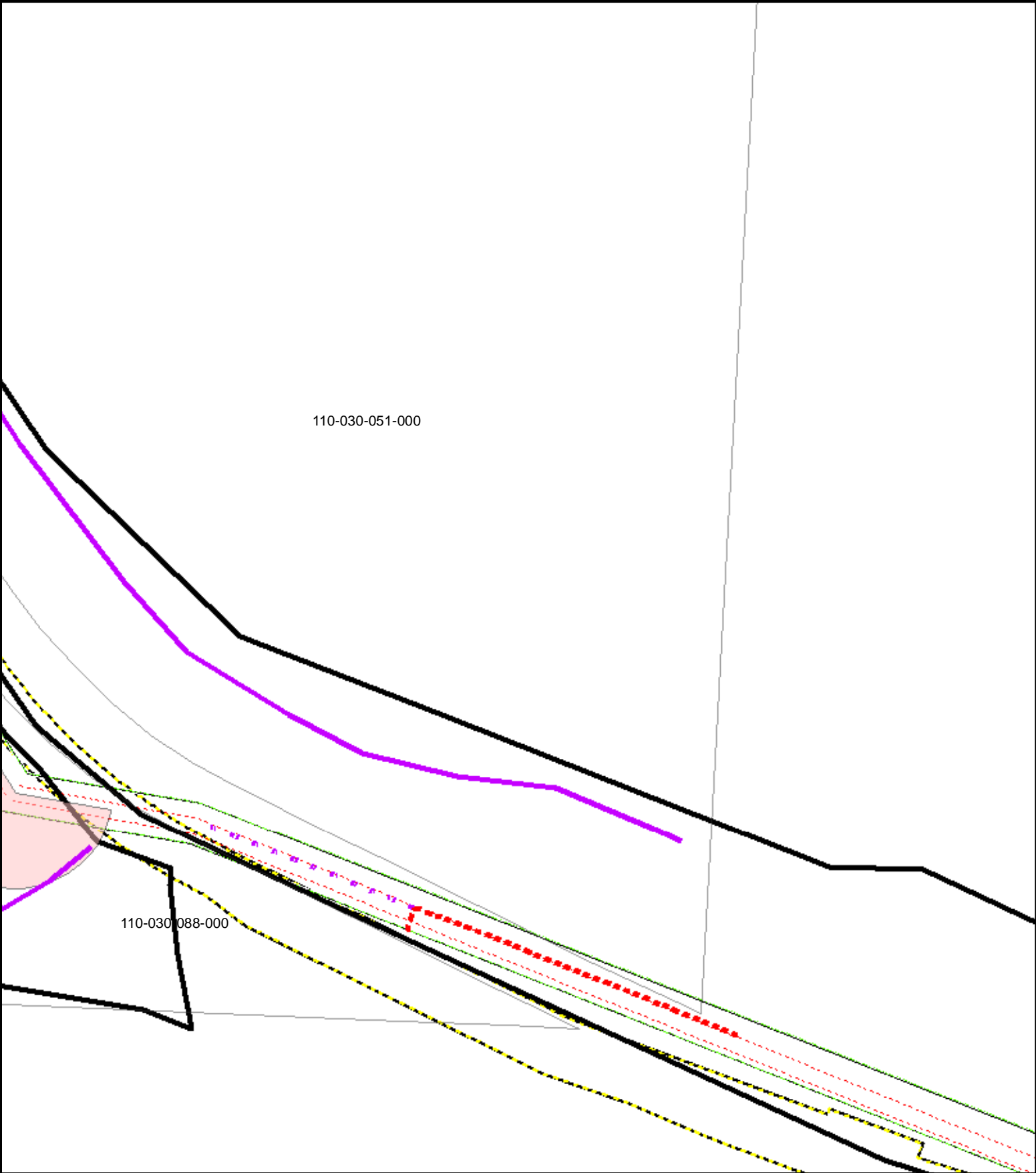


Exhibit A - 650 Line Access Areas



110-030-051-000

110-030-088-000

TIMBER

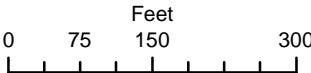
- Timber Harvest Landing Site
- THP Boundary
- Trimont Parcels

R/W

- Existing R/W
- Proposed R/W
- Proposed R/W Setback
- Actual Caltrans R/W

ROADS

- COM ROADS**
- Road - Type A - Dirt (Needs No Improvement)
 - Road - Type B - Dirt (Needs Improvement)
 - Road - Type C - Overland Travel
 - Road - Type D - New Construction
 - Gate
 - Fence
 - Proposed Staging Area
 - Wire Stringing Sites
- LAYER**
- Road - Paved



APN: 110-081-053, 010, 068, 069, 070 & 071, and 110-030-051 & 088
Project Number: 650 Transmission Line Rebuild

Recording Requested by and
When Recorded Return To:
ATTN: Bob Fong
Tri Sage Consulting
5418 Longley Lane, Suite A
Reno, NV 89511

**GRANT OF EASEMENT FOR
OVERHEAD ELECTRIC AND COMMUNICATIONS**

THIS GRANT OF EASEMENT, made and entered into July 16, 2015,
by and between **CLP Northstar, LLC**, a Delaware limited liability company, (hereinafter
referred to as "Grantor"), and **Liberty Utilities (CalPeco Electric) LLC**, a California limited
liability company (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of a value less than \$100, in hand paid
by Grantee, and other good and valuable consideration, receipt of which is hereby
acknowledged, does hereby grant to Grantee, its successors, assigns and agents, permanent and
exclusive easements and rights of way (Electric Easements) to construct, alter, maintain, inspect,
repair, reconstruct, add to and operate one or more overhead electric and communication
facilities, consisting of one or more circuits, together with poles, guys and anchors, supporting
structures, insulators and cross-arms, wires, fibers and cables, fixtures, and appurtenances
connected therewith (hereinafter called "Utility Facilities"), across, upon, over, and through the
following described property situated in the Northstar California Resort (the "Resort"), located in
the County of PLACER, State of CALIFORNIA, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (the
"Easement Area").

AND, hereby further grants to Pacific Bell Telephone Company, a California corporation d/b/a
AT&T California, and its associated and affiliated companies, its and their successors, assigns,
lessees and agents (hereinafter collectively referred to as "AT&T") a 10 foot easement, 5 feet on
either side of the center line of the electric easement or, if applicable 5 feet on either side of the
electric pole erected in connection with the electric easement for electric facilities set forth and
described above (the "AT&T Easement"), to construct, reconstruct, maintain in place, operate,
inspect, repair and remove such aerial facilities as AT&T may require (including ingress thereto
and egress therefrom) consisting of terminals and transformers, service boxes, associated
electrical conductors and necessary fixtures and appurtenances (the "AT&T Facilities").

IT IS FURTHER AGREED:

1. Grantee and AT&T shall have at all times ingress and egress to the above-described land, and through adjacent land to gain access to the above described land, and reasonable use of the land, for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing, upgrading, improving and operating said Utility Facilities and AT&T Facilities, including increasing the voltage and capacity.

2. Grantee, for its Utility Facilities, and AT&T, for AT&T Facilities, shall be responsible for any damage to the Easement Area, including personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee or AT&T Facilities by AT&T.

3. Grantee and AT&T shall defend, indemnify and save each other and Grantor, their respected agents, employees, authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, harmless from all loss, damage, or injury to persons or property, including all legal costs and attorney's fees, arising in any manner out of the performance occurring by reason of anything done or omitted to be done by the other under or in connection with any work or obligations performed under this Grant of Easement, including the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee or AT&T Facilities by AT&T. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein, including any grossly negligent or willful acts of Grantor. This Paragraph shall survive the expiration or termination of this Grant of Easement.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any permanent buildings, permanent fences or permanent structures, nor permit any permanent activity, which in the reasonable judgment of Grantee or AT&T, is inconsistent with or would otherwise interfere, disrupt, or impair the Grantee's reasonable and safe use of said electric easement or AT&T's use of AT&T's Easement and AT&T's Facilities without Grantee's and AT&T's written permission. It is expressly understood that any existing uses or improvements located within the Easement Area or AT&T Easement as of the date of this easement are not inconsistent with the reasonable and safe use of said electric easement and nothing contained herein shall preclude the Grantor from constructing improvements on the ground surface that do not interfere, disrupt or impair Grantee's reasonable and safe use of said easement, including, but not limited to, parking lots, roads, ski trails, ski lift/gondolas, hiking trails, bike trails and related signage (the "Grantor Improvements"). If any planned Grantor Improvements do interfere, disrupt or impair Grantee's reasonable and safe use of said easement (e.g., ski lift/gondola alignment that would cross Utility Facilities), Grantee and Grantor acknowledge that utility pole relocation may be necessary as a result of the Grantor Improvements and Grantor shall be responsible for all costs associated with any utility pole relocation, unless otherwise agreed upon by Grantee. Grantor and Grantee agree to coordinate on construction of any such improvements to avoid impairing the Grantee's reasonable and safe use of said electric easement or AT&T's use of AT&T's Easement.

5. Grantee and AT&T acknowledge that they are aware of potential construction of a gondola over, under or in proximity to the Utility Facilities between utility pole structures 291271 and 291272. The Grantee and AT&T agree to cooperate with the Grantor, at no cost to the Grantee or AT&T, to facilitate construction of this gondola, if pursued by the Grantor.

6. Grantor reserves the right to construct temporary structures within the Easement Area. Grantor and Grantee acknowledge that the following conditions are applicable to any temporary building, fence, structure erected or activity held within the Easement Area:

a. Grantee and AT&T agree to coordinate all routine maintenance work or anticipated access to the Easement Areas with Grantor through the Director of Mountain Operations for the Resort to avoid conflicts with operations of the Resort and/or special events.

b. Grantor shall not erect any temporary building, fence or structure within the Easement Areas that cannot be removed from the Easement Areas with 24 hours' notice to Grantor through the Director of Mountain Operations for the Resort from Grantee.

c. In the event that Grantee needs emergency access to the Easement Areas, Grantee shall attempt to contact Grantor through the Director of Mountain Operations for the Resort. In the event that Grantee cannot contact Grantor, Grantor acknowledges that Grantee may remove any buildings, fences or structures within the Easement Areas as needed to allow access to the Easement Areas, without prior consent of Grantor, and Grantor shall be responsible for any and all reasonable costs associated with such removal.

7. Grantor shall have the right to relocate the Easement granted herein on the following conditions:

a. The relocated easement contains the same rights and privileges as are elsewhere set forth in this Easement and is reasonably suitable and practical for its intended purpose as reasonably determined by Grantee in its discretion, and without materially increasing the cost or expense of inspecting and maintaining the facilities permitted herein to be placed on, over or under the easement in its new location;

b. Grantor provides reasonable notice of its intent to exercise its relocation rights herein but not less than one year prior to the date facilities are to be relocated;

c. Grantee is provided reasonable time to construct new facilities in the area of relocation after any permits or consents from any governmental authority are obtained;

d. Grantor pays, in advance, all estimated costs and expenses (to be trued up to actual costs after construction) whether direct, indirect, and including all reasonable overhead, including any and all such costs and expenses associated with needed new alignments or realignments, reconductoring, or any new easements, licenses or rights of way reasonably necessary or appropriate to effectuate any proposed new location, whether located on or off any property owned or controlled by Grantor; and

e. Grantor shall provide or secure all easement or rights of way grants in form and substance reasonably required by Grantee to effectuate any proposed relocation, whether located on property owned or controlled by Grantor, or not.

8. In addition to the permissions granted in Section 6 above, Grantee and AT&T shall have the right to remove or clear any and all combustible materials, trees, brush, debris, or any other obstruction from said easement(s), which in the reasonable judgment of Grantee or AT&T, may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities or AT&T Facilities.

9. Grantee and AT&T shall have the right to cut down or trim all trees within, adjacent to, and outside of said easement(s), which may in the reasonable judgment of Grantee or AT&T, endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities or AT&T Facilities, or which may exceed or violate any industry or governmental standards, rules and regulations applicable to such easements and the use and operation of utilities' poles and attachments thereto. Grantee and/or AT&T shall obtain all necessary governmental or non-governmental approvals and/or permits for the removal of trees. Any removal of trees must be coordinated with Grantor through the Director of Mountain Operations at the Resort.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and inure to the benefit of the successors, agents and assigns of Grantor and AT&T and Grantee, and all rights herein granted may be assigned.

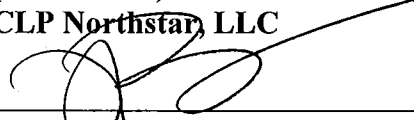
TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee and AT&T, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

[Signatures on following pages]

GRANTOR SIGNATURE PAGE

(GRANTOR)
CLP Northstar, LLC



Signature

Tracey B. Bracco

Print Name

Vice President

Title

GRANTOR ACKNOWLEDGEMENT

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 FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16 day of July, 2015, by Tracy Bracco, as Vice President of CLP Northstar, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Handwritten Signature]
Notary Public Signature

Shamira Bartley
(Name typed, printed or stamped)

GRANTEE SIGNATURE PAGE

(GRANTEE)

Liberty Utilities (CalPeco Electric) LLC

Michael R. Smart
Signature

MICHAEL R. SMART

Print Name

PRESIDENT - Liberty UTILITIES
Title (Calpeco Electric) LLC

GRANTEE ACKNOWLEDGEMENT

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~~ ^{NEVADA}
County of WASHOE

On JUNE 3, 2015 before me, MICHAEL R. SMART, PRESIDENT
(name and capacity of officer)

personally appeared AT 5418 LONGLEY LN, RENO, NV 89511

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.

Mary J. Shrigley-LeMay
Signature



(Seal)

AT&T CALIFORNIA SIGNATURE PAGE

Pacific Bell Telephone Company
(dba AT&T California)

Severiano C. Del Real

Signature

SEVERIANO C. DEL REAL

Print Name

RIGHT OF WAY MANAGER

Title

ACKNOWLEDGMENT

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 Sacramento)

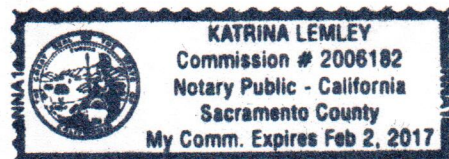
On June 8, 2015 before me, Katrina Lemley, Notary Public,
(insert name and title of the officer)

personally appeared Severiano C. Del Real,
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 *Katrina Lemley* (Seal)





W.O. 650 Rebuild:

Trimont Land Co.

APN: 110-081-053, 010, 068, 069, 070 & 071, and 110-030-051 & 088

EXHIBIT "A"

EASEMENT-LEGAL DESCRIPTION

A portion of the Northeast quarter of Section 32, and the west half of Section 33, Township 17 North, Range 17 East, M.D.M., Placer County, California; situated within that Parcel of land described as document 2007-32104, recorded on March 30, 2007, Official Records of Placer County, California.

Parcel 1

An easement, 65 feet in width, lying 32.5 feet on each side of the following described centerline:

Commencing at the northeast corner of said section 32;

Thence South 14°01'43" East, 759.24 feet to a point on the easterly boundary of said parcel further described as the westerly right of way of State Route 267 and the POINT OF BEGINNING;

Thence South 81°34'05" West, 419.84 feet;

Thence South 43°36'13" West, 285.84 feet;

Thence South 35°59'30" West, 867.00 feet;

Thence South 78°07'16" West, 866.96 feet;

Thence South 48°06'54" West, 376.23 feet to the terminus of this description.

Excepting that portion of land over that portion of land described as APN 110-081-011 in document 2010-105177, recorded on December 16, 2010, Official Records of Placer County, California.

The sidelines of said easement are to be extended or truncated as to terminate on the easterly boundary line of the Grantor further described as the westerly right of way of State Route 267.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 65 feet from poles so supported.

Said Easement contains 183,000 square feet more or less.

Parcel 2

An easement, 40 feet in width, lying 20 feet on each side of the following described centerline:

Commencing at the northeast corner of said section 32 further described as the northwest corner of said section 33;

Thence North 89°01'33" East, 340.67 feet along the northerly boundary of said section to the POINT OF BEGINNING;

Thence South 05°52'06" West, 1154.76 feet;

Thence South 05°28'13" East, 392.49 feet;

Thence South 23°09'29" East, 695.22 feet;

Thence South 00°04'14" West, 1004.73 feet;

Thence South 24°09'56" East, 230.59 feet;

Thence South 25°20'05" East, 663.45 feet;

Thence South 35°52'01" East, 1156.90 feet;

Thence South 83°22'41" East, 286.00 feet;

Thence South 71°34'08" East, 834.92 feet to the easterly boundary of said parcel from which the southwest corner of section 33 bears South 86°46'49" West, 2587.50 feet.

Excepting that portion over Cal Trans owned Right of Way

Said Easement contains 256,785 square feet more or less.

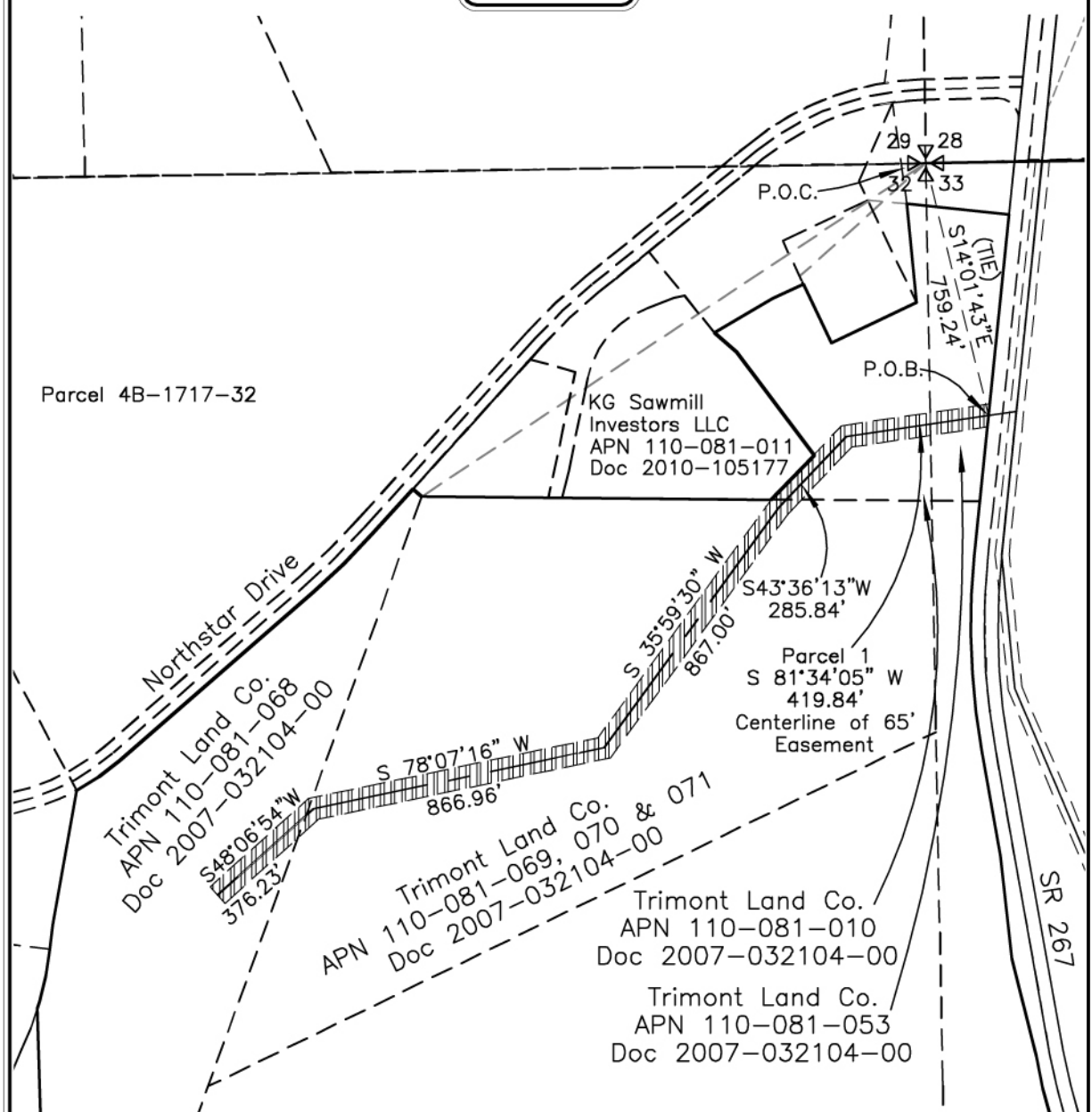
See Exhibit "B" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is Tract 222 Northstar Unit 1-A recorded as Book J of Maps on Page 38, recorded as file number 25098, recorded on November 11, 1971, Official Records of Placer County, California.

Prepared by Bob Fong, LSI.

Tri Sage Consulting, 5418 Longley Lane, Suite A, Reno, NV 89511

EXHIBIT B-1



TRISAGE
CONSULTING
SCALE: 1" = 500'



933 Eloise Ave.
South Lake Tahoe,
CA
96150

EXHIBIT MAP
650 Rebuild
Easement

SEC 20, T17N, R17E, MDM
PLACER COUNTY CALIFORNIA

EXHIBIT B-2

 Liberty Utilities
933 Eloise Ave.
South Lake Tahoe,
CA
96150

EXHIBIT MAP
650 Rebuild
Easement

SEC 20, T17N, R17E, MDM
PLACER COUNTY CALIFORNIA

