



Appendix P

**National Marine Fisheries Service
Biological Opinion on Sutter Power Project;
Dated March 7, 1999**

Sierra Nevada Customer Service Region



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE

777 Sonoma Avenue, Room 325
Santa Rosa, California 95404

March 7, 1999 F/SWR4:SXE

Ms. Loreen McMahon
Environmental Project Manager
Department of Energy
Western Area Power Administration
114 Parkshore Drive
Folsom, CA 95630

Dear Ms. McMahon:

This concerns your request for consultation under sections 7 (a)(2) of the Endangered Species Act (ESA) and its implementing regulations, (50 CFR Part 402) on the Sutter Power Plant Project in Sutter County, California. By letter date June 9, 1998, and attached biological assessment, you notified the National Marine Fisheries Service (NMFS) of your determination that the Sutter Power Plant Project (proposed project) may affect endangered and threatened species under NMFS jurisdiction and requested formal consultation under section 7(a)(2) of the ESA. However, by letter dated October 7, 1998, and attached *Final Staff Assessment/Draft Environmental Impact Statement* for the Sutter Power Project, you notified NMFS that the design of the proposed project had been modified to preclude impacts to aquatic resources. Based upon these changes, you now determine that the proposed project is not likely to adversely affect any listed species under NMFS jurisdiction. This letter constitutes informal consultation.

Background

The following species and designated critical habitat are likely to occur in the vicinity of the proposed project and were considered in this consultation:

Chinook Salmon comprising the Sacramento River Winter-run Chinook Salmon - Evolutionarily Significant Unit (ESU) are listed as endangered (59 Fed. Reg. 440, January 4, 1994) under the ESA. Critical habitat for winter-run chinook was designated on June 16, 1993 (58 Fed. Reg. 33212).

Steelhead Trout (*Onchorynchus mykiss*) comprising the Central Valley ESU are listed as threatened (63 Fed. Reg. 13347, March 19, 1998) under the ESA. Critical Habitat was proposed for the Central Valley steelhead on February 5, 1999 (64 Fed. Reg. 5740).



In addition, Central Valley spring, fall and late/fall run chinook are proposed for listing and are likely to occur in the vicinity of the proposed project and were considered in this consultation.

The NMFS reviewed the following information during this consultation: 1) *Final Staff Assessment/Draft Environmental Impact Statement* for the Sutter Power Project. October 1998; 2) *Biological Assessment, Sutter Power Plant Project Sutter County, California*. April 1988; and 3) *Water Quality Control Plan for the California Regional Water Quality Control Board, Central Valley Region*. 1994.

The proposed project consists of a proposal by the Calpine Corporation (applicant) to construct and operate the Sutter Power Plant Project, a 500 megawatt (MW) natural gas fueled, combined cycle, electric generation facility. The proposed project would be located adjacent to Calpine's existing Greenleaf Unit 1, a 49 MW natural gas fueled cogeneration power plant. The project site is located approximately 7 miles southwest of Yuba City, on South Township Road near the intersection with Best Road. The land dedicated for the facility will comprise approximately 16 acres of Calpine's existing 77-acre parcel.

Additional project facilities include a 5.7 mile, 230 kilovolt (kV), overhead electric transmission line that would be built from the plant to a new switching station and a new 14.9 mile natural gas pipeline that will be constructed to provide fuel for the project. The 16 inch gas pipeline will connect to Pacific Gas and Electric's (PG&E) Line 302, an interstate natural gas supply line located to the west of the proposed project site, in Sutter County. Pursuant to its authorities under section 302 of the Department of Energy Organization Act, the Western Area Power Authority (WAPA) is the lead federal agency for the purposes of compliance with section 7(a)(2) of the ESA.

The original project design involved the discharge of wastewater to Sutter bypass. Under the original design the chemical and physical characteristics of the wastewater could exceed water quality standards and impact aquatic resources. To address concerns regarding wastewater discharge, the applicant redesigned the proposed project to eliminate effluent discharge from the facility. Use of dry cooling technology removes the need to dispose of cooling tower blowdown, which represented the major portion of the wastewater discharge stream. Remaining wastewater flows, including boiler blowdown and sanitary waste from the package sewage treatment plant also will not be disposed of as originally proposed. These flows, including wastewater from the oil/water separator, filter backwash, HRSG blowdown, sanitary wastes from the evaporative cooler blowdown, will be directed to a waste treatment basin. After treatment to remove suspended solids, this water can be recycled.

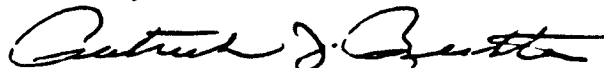
Conclusion

The potential for the proposed project to result in direct and indirect adverse effects to listed or proposed species under NMFS jurisdiction is negligible. Accordingly, based on available information, NMFS concurs with the determination of WAPA that the proposed project is not likely to adversely affect the endangered Sacramento River Winter-run chinook salmon, its critical habitat or the threatened Central Valley steelhead. Further, NMFS determines that the proposed project is not likely to adversely affect Central Valley spring, fall and late/fall run chinook or Central Valley steelhead critical habitat, which are proposed for listing under the ESA. The NMFS concurrence is based upon: 1) the redesign of the proposed project to completely exclude the discharge wastewater; and 2) the negligible potential for the proposed actions to disturb listed species or adversely affect listed species or listed species habitat.

This concludes consultation and conferencing on these actions in accordance with 50 CFR 402.14(b)(1). The WAPA must reinitiate this consultation if new information becomes available or circumstances occur that may affect listed species or their critical habitat in a manner or to an extent not previously considered, or a new species is listed or critical habitat is designated that may be affected by the proposed actions.

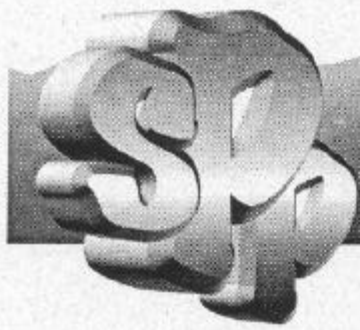
Thank you for your cooperation in the above. If you have any questions regarding these comments, please contact Steve Edmondson at (707)575-6080.

Sincerely,



William T. Hogarth, Ph.D.
Regional Administrator

cc: James H. Lecky, NMFS



Appendix Q

**California ISO Letter to
Western Area Power Administration
on Calpine Corporation and
Proposed Sutter Power Plant;
Dated March 8, 1999**

Sierra Nevada Customer Service Region



California Independent
System Operator

March 8, 1999

Mr. Jerry Toenyes
Regional Manager
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

Re: *Calpine Corporation and Proposed Sutter Power Plant Project*

Dear Mr. Toenyes:

In February 1997, Calpine Corporation announced its plan to construct a nominal 525-megawatt merchant power plant in Sutter County. Subsequently, Calpine made a request to your office for a feasibility study. Your staff, in conjunction with the Sacramento Area Transmission Planning Group (SATPG), has performed the feasibility study that concluded that interconnecting the proposed Sutter Power Plant Project (SPPP) with your Keswick-Elverta and Olinda-Elverta 230-kilovolt lines is a feasible integration alternative. Calpine has filed an Application for Certification (AFC) and expects approval soon from the California Energy Commission (CEC) to construct and operate the SPPP.

Our evaluation of the studies conducted to date by Western, SATPG, and CEC staff confirms the need for new power plants such as SPPP in the Sacramento Valley. The reliability studies SATPG has done to date clearly conclude that the SPPP will alleviate the voltage security concerns in the greater Sacramento area, at least for a few years.

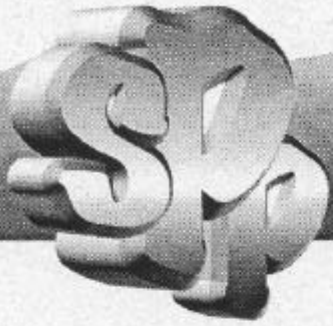
When a generator plans to locate in an area where they are needed, we should do all that we can to facilitate their interconnection to the grid. We urge you to advance the SPPP interconnection by expediting the necessary agreement with Calpine. Resources near the load centers will go a long way in eliminating the risk for a system-wide collapse and defer the need for new transmission lines.

Please call me at (916) 351-2366 if you have any questions or if we can be any further assistance.

Sincerely,

Terry M. Winter
President and Chief Executive Officer

cc: Morteza Sabet, Western Area Power Association
Kellan Fluckiger, California ISO
Armando J. Perez, California ISO



Appendix R

**Native American Contacts and
Contact Letters (Dated March 24, 1998)
from the Cultural Resources Inventory
of the Sutter Power Project,
Sutter County, California
by Douglas M. Davy, Ph.D.
and Jennifer K.D. Nachmanoff;
Dated January 1999**

Sierra Nevada Customer Service Region

Native American Contacts

Ms. April Moore
19630 Placer Hills Road
Colfax, CA 95713

Ms. Beryle Cross
2329 Via Laton
Oroville, CA 95966

Hickey J. Murray
P.O. Box 116
Newcastle, CA 95658

Ms. Jill Harvey
Box 11799 McCourtney Road
Grass Valley, CA 95945

Mr. Joe Marine
1720 N Street, #22
Sacramento, CA 95814

Ms. Rose Enos
15310 Bancroft Road
Auburn, CA 95603

Mr. Sam Starkey
953 Indian Rancheria Road
Auburn, CA 95603

Mr. Albert Martin, Chairperson
Berry Creek Rancheria of Maidu Indians
#5 Tyme Way
Oroville, CA 95966

Ms. Jewel Pavalunas
Butte Tribal Council
3300 Spencer Ave.
Oroville, CA 95966

Mr. James Marquez, Chairperson
El Dorado County Indian Council
P.O. Box 564
El Dorado, CA 95623

Mr. Art Angle, Chairperson
Enterprise Rancheria of Maidu Indians
2950 Feather River
Oroville, CA 95965

Ms. Martha Noel
Maidu Elders Organization
P.O. Box 206
Dobbins, CA 95935

Ms. Clara LeCompte
Maidu Nation
P.O. Box 204
Susanville, CA 96130

Mr. Guy Taylor
Mooretown Rancheria of Maidu Indians
#1 Alverda Drive
Oroville, CA 95966

Mr. W. David Murray, Sr., Chairperson
Shingle Springs Band of Miwok Indians
P.O. Box 1340
Shingle Springs, CA 95682

Ms. Jessica Tavares
United Auburn Indian Community
661 Newcastle Road, Suite 1
Newcastle, CA 95658

FOSTER  WHEELER
FOSTER WHEELER ENVIRONMENTAL CORPORATION

March 24, 1998
FWSO-Calpine/SPP-_____

April Moore
19630 Placer Hills Road
Colfax, California 95713

Dear Ms. Moore:

Calpine Corporation (Calpine) proposes to construct a natural gas-fired power plant referred to as the Sutter Power Plant. The proposed location for the facility is on a portion of a 77-acre property owned by Calpine in Sutter County, south of the Sutter Buttes, east of the Sutter Bypass and west of the Feather River. Calpine presently operates a 49.5-megawatt cogeneration plant at this location. The attached maps show the location of the proposed plant site, along with routes being considered for an associated natural gas line and electrical transmission line.

The California Energy Commission (CEC) is responsible for permitting the proposed project. Calpine filed an Application for Certification (AFC) with the CEC on December 15, 1997 and the CEC accepted the AFC as complete on January 21, 1998, initiating a 1-year review process. The CEC and the Western Area Power Administration will direct environmental review and public scoping processes over the next 12 months.

The Native American Heritage Commission provided Calpine with your name and address as someone who may have knowledge of heritage lands or other resources of interest that the project would potentially affect. The enclosed form is provided to help Calpine identify and address your concerns. Return of this form does not imply that you approve or disapprove of the permit issuance or of the above mentioned project, nor does it limit your opportunity to comment at a later time.

If you have any questions or comments regarding the proposed Sutter Power Plant project, please contact _____ at _____.

Sincerely,

Charlene West

Calpine Corporation

Enclosure: Response Form

c: Doug Davy, Foster Wheeler Environmental
Dave Augustine, Foster Wheeler Environmental
Project File

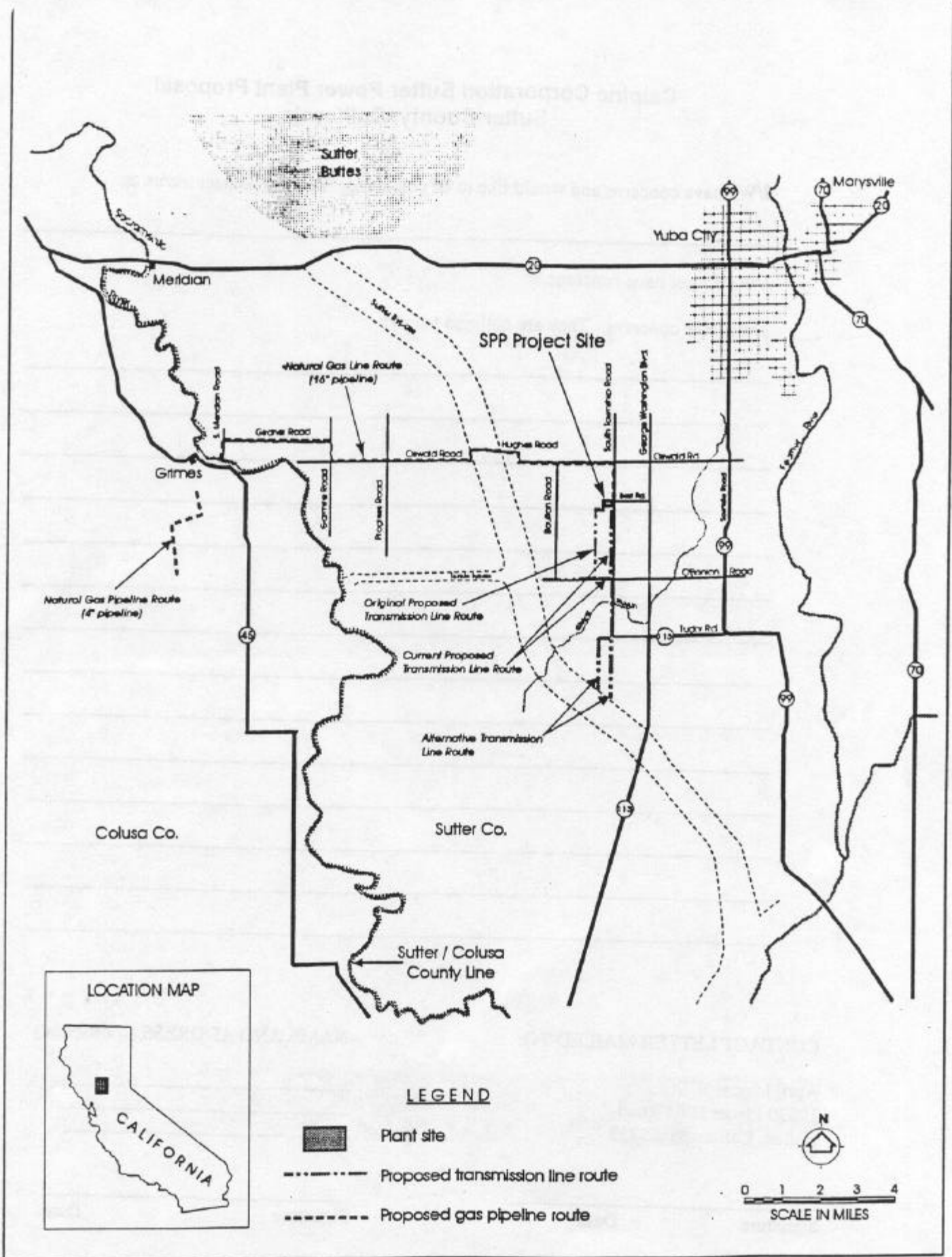


Figure 1. SPP project vicinity.

Calpine Corporation Sutter Power Plant Proposal
Sutter County, California

I/We have concerns and would like to be contacted. You can contact me/us at:

I/We do not have concerns.

I/We have concerns. They are outlined below:

CONTACT LETTER MAILED TO:

NAME AND ADDRESS (if different)

April Moore
19630 Placer Hills Road
Colfax, California 95713

Signature

Date

Signature

Date

Please return completed form in the stamped and addressed envelope enclosed. Thank you.



Appendix S

**Easement Restriction
for Sutter National Wildlife Refuge;
Dated Feb. 17, 1999**

Sierra Nevada Customer Service Region



IN REPLY REFER TO:

United States Department of the Interior

FISH AND WILDLIFE SERVICE

Sacramento National Wildlife Refuge Complex
752 County Road 99W, Willows, California 95988

(530) 934-2801

February 17, 1999

Gary Fay, Hearing Manager
California Energy Commission
1516 Ninth Street, MS 9
Sacramento, CA 95814

Dear Mr. Fay:

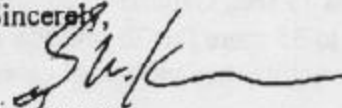
I am writing in regard to the Calpine Corporation's proposed 16-inch gas pipeline through Sutter National Wildlife Refuge (Refuge). We have reviewed the easement document for the existing eight-inch pipeline through the Refuge along Hughes Road, that is now held by Pacific Gas and Electric Company (attached). However, we have not reviewed any specific engineering plans for the proposed 16-inch line. Apparently PG&E has considered obtaining an additional easement adjacent to and south of the existing easement to accommodate the new pipeline. Easements cannot be granted at the Refuge level, and any pursuit of additional easements through Refuge property requires contact with our Regional Office in Portland, Oregon. Based on our review, we feel that the conditions of the existing easement allow for work within the designated 15-foot corridor, and we hereby give the permission to work within that corridor *only*, with the following conditions.

1. Any work complies with all the terms and conditions of the easement document, including any special stipulations included in this letter (pursuant to Exhibit "A," section (b) of the Terms and Conditions section of the easement document).
2. The project complies with all state, federal, and county laws and regulations, including environmental documentation, primarily NEPA and CEQA.
3. Any additional width required for work space be accommodated by using Hughes Road itself, including the shoulders if necessary. Although the easement document held by PG&E identifies the easement width as 15 feet, Calpine's proposed construction methods indicate a need for additional width, up to 35 more feet to provide work space (Calpine Final AFC, section 7-3, page 7-4). This may require that additional easements be obtained from Sutter County.
4. The work is scheduled for the period of time between July 15 and September 1. This time frame represents the dates by which the Refuge's summer wetlands are drawn down and fall wetland flooding is initiated according to our habitat management plan. We would like to avoid disturbance to breeding wildlife before July 15 and to large numbers of wintering waterfowl that begin arriving in September.

5. The project engineers locate the new pipeline under Hughes Road as a first priority.
6. It has come to our attention that the 15-foot wide existing easement may not *safely* accommodate the excavation work to place the proposed 16-inch line parallel to the existing eight-inch pipeline. Any plans or work to accommodate both pipelines within the existing easement must comply with pipeline safety requirements as identified in Exhibit B-Terms and Conditions for "Rights-of-way for Pipelines for the Transportation of Oil, Natural Gas, Synthetic Liquid or Gaseous Fuels, or Any Refined Product Produced Therefrom" section of the easement document.
7. We recently initiated an effort to upgrade the "Main Canal" at the Refuge, which bisects the existing pipeline and proposed upgrade within the Sutter Bypass (see figure attached). Please note that this canal is separate from the larger bypass canals, which are located just inside the bypass levees. We are in the process of contracting the engineering work for the main canal upgrade and expect the actual work to take place during the summer of the year 2000. Therefore, pipeline project engineers will be required to coordinate with refuge managers and consulting engineers on the canal project to ensure that the pipeline project will accommodate any proposed upgrade work on the main canal. Any modifications required to accommodate the two projects must consider the Refuge's needs as a priority, and any needs for the pipeline secondarily. The pipeline project will be required to accommodate any dimension modifications or water control structures required for the canal, including any conveyance structures under Hughes Road. The pipeline engineers will also coordinate the timing of the project with refuge staff and their consulting engineers.
8. Reasonable access must be maintained for refuge staff, mosquito abatement personnel, and other authorized personnel in portions of the Refuge both north and south of the project area.
9. Because we were unable to obtain engineering designs for the pipeline and installation from PG&E in time to include in this letter, we reserve the right to specify additional stipulations upon review of those designs.

Please notify Mike Wolder of my staff at the above number if there are any further questions regarding this matter.

Sincerely,



Gary W. Kramer
Refuge Manager

Attachment

cc: Linda Spiegel, CEC
Charlene Wardlow, Calpine Corporation
Kelly Hornaday, USFWS Sacramento Field Office
Scott Wilson, PG&E

EXHIBIT "A"**EASEMENT
FOR
RIGHT-OF-WAY**

THE SECRETARY OF THE INTERIOR, by his authorized representative, the Regional Director, U.S. Fish and Wildlife Service, in accordance with Title 50 of the Code of Federal Regulations, Part 29, Subpart B, hereby grants to the Greenleaf Unit One Associates, a California limited partnership, ~~corporation of the State of California~~, herein designated as the Grantee, an easement for a buried natural-gas pipeline, for a period of 30 years, over, across, in and upon land of the United States described as follows:

An easement in Sutter County, California, being a portion of Section 9, T. 14 N., R. 2 E., M.D.B.M., more particularly described as follows:

A strip of land 15.00 feet wide, the centerline of said strip being described as follows:

Beginning at a point in the east line of that certain parcel of land conveyed to the United States of America by Grant Davis and Emma F. Davis by deed recorded in Book 308, Page 486, Official Records of Sutter County, said point being South 89°43'31" East, 2408.94 feet, from a brass monument stamped Sutter County Department of Public Works marking the northeast corner of the southeast quarter of the southwest quarter of said Section 9; thence South 81°54'54" West, 102.94 feet; thence North 88°24'10" West, 451.08 feet; thence South 89°06'25" West, 435.11 feet; thence North 88°47'09" West, 1281.81 feet; thence through a curve to the left with a radius of 2000.00 feet and a central angle of 09°31'26" an arc distance of 332.45 feet; thence South 81°41'25" West, 810.98 feet; thence South 85°33'04" West, 163.82 feet to a point in the west line of that certain parcel of land designated Tract No. 2b in a judgement recorded in Book 217, Page 309, Official Records of Sutter County, said point being South 82°55'57" West, 1166.58 feet from said Sutter County Department of Public Works brass monument, and said point being the terminus of said centerline.

(Basis of Bearings for the above description is the California Coordinate System, Zone II, originating at N.G.S. Station "Hunt".)

By accepting this easement, the Grantee agrees to those portions of Part 29, Subpart B of Title 50 of the Code of Federal Regulations which are attached hereto as Exhibits A and B and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of January, 1988.

THE UNITED STATES OF AMERICA


Regional Director
U.S. Fish and Wildlife Service

Right-of-way Easement
(P1) Sutter NWR
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EXHIBIT "A"

ACKNOWLEDGMENT

STATE OF OREGON }
County of MULTNOMAH } ss

On this 2nd day of JANUARY, in the year 1986, before me personally appeared RICHARD J. MUSKAK, Regional Director, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed.

Carol B. Williams
Notary Public in and for the State of
OREGON residing at PORTLAND
My Commission Expires: 05/05/88

The above instrument, together with all terms and conditions thereof, is hereby accepted this 24th day of December, 1985.

Greenleaf Unit One Associates,
a California limited partnership

By: [Signature]
(Title)
PROJECT MANAGER

Right-of-way Easement
(F1) Sutter NWR
Page 2 of 9 Pages

13356

2114-02-0182

2000-1026 Greenleaf Cogeneration S/L
3 88 1 (SV 4.00)
AFTER RECORDING, RETURN TO:

Indexed

13356

FOR RECORDER'S USE ONLY
OFFICE OF RECORDS
SUTTER COUNTY, CA.
RECORD REQUESTED BY
PACIFIC GAS & ELECTRIC CO.
'88 SEP 8 AM 8 48

PACIFIC GAS AND ELECTRIC COMPANY
77 Seale St. Land Dept. Rm 14110
San Francisco, California 94111

Location City/Unit: _____

Recording Fee \$50

Documentary Transfer Tax None

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale

Maurice Allen Dunn

Signature of declarant or agent determining tax

ASSIGNMENT OF EASEMENT

NO CONTINGENT

GREENLEAF UNIT ONE ASSOCIATES, a California limited partnership,
hereinafter called Greenleaf, hereby assigns to PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation, hereinafter called Pacific, all of
Greenleaf's right, title and interest in and under the easement and right of
way for a natural gas pipeline granted by The Secretary of the Interior and
described in EXHIBIT "A" attached hereto and made a part hereof.

3/31/88
T.E. [unclear]
Gas Op. Mgr.

Pacific agrees to comply with and be bound by the terms and conditions as
described in said EXHIBIT "A".

IN WITNESS WHEREOF Greenleaf has executed these presents this 25
day of May, 1988.

GREENLEAF UNIT ONE ASSOCIATES

By: GREENLEAF UNIT ONE ASSOCIATES, INC.

By: James W. Porter, Jr. Vice Pres.

Accepted and agreed to this 1st day of June, 1988.

PACIFIC GAS AND ELECTRIC COMPANY

By: M. R. Amerio
Regional General Services Manager

SACRAMENTO VALLEY REGION
COLGATE DIVISION
GM 4659298
T14N, R2E, M.D.B. & M.
Sec. 9
SE4
E2 of SW4
BB-805
APH 21-140-08, 09, 11, 14, 15
Prepared by: MJH
Checked by: _____

PG&E'S COPY - PLEASE RETURN

BOOK 1270 PAGE 028

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF DELAWARE)

On this 25th day of May in the year 1988, before me personally appeared
James W. Porter, Jr., known to me as the person described in
and who executed the foregoing instrument and acknowledged to me he executed
the same as his free act and deed.

Nancy L. Allison
Notary Public

NANCY L. ALLISON, Notary Public
Palo Alto, Delaware County
My Commission Expires June 4, 1991



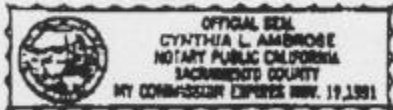
62-4207 (Corporation) Rev. 1/83

STATE OF CALIFORNIA) ss.
County of Sacramento)

On this 2nd day of June in the year 1988 before me, Cynthia L. Ambrose
a Notary Public for the State of California, personally appeared M. R. Amerio
personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as
Regional General Services Manager, or on behalf of Pacific Gas & Electric Company

Official Seal

a corporation, and acknowledged to me that the corporation executed it pursuant to its
by-laws or a resolution of its board of directors.



Cynthia L. Ambrose

Notary Public for the State of California

EXHIBIT "A"

EXHIBIT "A"

TERMS AND CONDITIONS

(a) Any right-of-way easement or permit granted will be subject to outstanding rights, if any, in third parties.

(b) An applicant, by accepting an easement or permit agrees to such terms and conditions as may be prescribed by the Regional Director in the granting document. Such terms and conditions shall include the following, unless waived in part by the Regional Director, and may include additional special stipulations at his discretion.

(1) To comply with State and Federal laws applicable to the project within which the easement or permit is granted, and to the lands which are included in the easement or permit area, and lawful existing regulations thereunder.

(2) To clear and keep clear the lands within the easement or permit area to the extent and in the manner directed by the project manager in charge; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such manner as to decrease the fire hazard and also in accordance with such instructions as the project manager may specify.

(3) To prevent the disturbance or removal of any public land survey monument or project boundary monument unless and until the applicant has requested and received from the Regional Director approval of measures the applicant will take to perpetuate the location of aforesaid monument.

(4) To take such soil and resource conservation and protection measures, including weed control on the land covered by the easement or permit as the project manager in charge may request.

(5) To do everything reasonably within his power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near lands to be occupied under the easement or permit area, including making available such construction and maintenance forces as may be reasonable obtainable for the suppression of such fires.

(6) To rebuild and repair such roads, fences, structures, and trails as may be destroyed or injured by construction work and, upon request by the Regional Director, to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the easement or permit.

Right-of-Way Easement
(P1) Sutter NWR
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EXHIBIT "A"

(7) To pay the United States the full value for all damages to the lands or other property of the United States caused by him or his employees, contractors, or agents of the contractors, and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands under the easement or permit, except where the easement or permit is granted hereunder to a State or other governmental agency which has no legal power to assume such a liability with respect to damages caused by it to lands or property, such agency in lieu thereof agrees to repair all such damages. Where the easement or permit involves lands which are under the exclusive jurisdiction of the United States, the holder or his employees, contractors, or agents of the contractors, shall be liable to third parties for injuries incurred in connection with the easement or permit area. Grants of easements or permits involving special hazards will impose liability without fault for injury and damage to the land and property of the United States up to a specified maximum limit commensurate with the foreseeable risks or hazards presented. The amount of no-fault liability for each occurrence is hereby limited to no more than \$1,000,000.00.

(8) To notify promptly the project manager in charge of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States in advance of construction such sum of money as the project manager may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

(9) That all or any part of the easement or permit granted may be suspended or terminated by the Regional Director for failure to comply with any or all terms and conditions of the grant, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure of the holder to use for any continuous 2-year period the easement or permit for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the Regional Director will notify in writing the holder of the easement or permit of his intention to suspend or terminate such grant 60 days from the date of the notice, stating the reasons therefore, unless prior to that time the holder completes such corrective actions as are specified in the notice. The Regional Director may grant an extension of time within which to complete corrective actions when, in his judgment, extenuating circumstances not within the holder's control such as adverse weather conditions, disturbance to wildlife during breeding periods or periods of peak concentration, or other compelling reasons warrant. Should the holder of a right-of-way issued under authority of the Mineral Leasing Act, as amended, fail to take corrective action within the 60-day period, the Regional Director will provide for an administrative proceeding pursuant to 5 U.S.C. 554, prior to a final Departmental decision to suspend or terminate the easement or permit. In the case of all other right-of-way holders, failure to take corrective action within the 60-day period will result in a determination by the Regional Director to suspend or terminate the easement or permit. No administrative proceeding shall be required where the easement or permit terminates under its terms.

Right-of-Way Easement
(P1) Sutter NMR
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EXHIBIT "A"

(10) To restore the land to its original condition to the satisfaction of the Regional Director so far as it is reasonably possible to do so upon revocation and/or termination of the easement or permit, unless this requirement is waived in writing by the Regional Director. Termination also includes permits or easements that terminate under the terms of the grant.

(11) To keep the project manager informed at all times of his address, and, in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.

(12) That in the construction, operation, and maintenance of the project, he shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.

(13) That the grant of the easement or permit shall be subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of the land affected thereby. The applicant agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the easement or permit area not actually occupied for the purpose of the granted rights to the extent that it does not interfere with the full and safe utilization thereof by the holder. The holder of an easement or permit also agrees that authorized representatives of the United States shall have the right of access to the easement or permit area for the purpose of making inspections and monitoring the construction, operation and maintenance of facilities.

(14) That the easement or permit herein granted shall be subject to the express covenant that any facility constructed thereon will be modified or adapted, if such is found by the Regional Director to be necessary, without liability or expense to the United States, so that such facility will not conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed thereon under the authority of the United States. Any such modification will be planned and scheduled so as not to interfere unduly with or to have minimal effect upon continuity of energy and delivery requirements.

(15) That the easement or permit herein granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easement or permit area unless approved in writing by the Regional Director.

Right-of-Way Easement
(P1) Sutter NWR
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EXHIBIT "A"

CONSTRUCTION

- (a) If construction is not commenced within two (2) years after date of right-of-way grant, the right-of-way may be cancelled by the Director of the U.S. Fish and Wildlife Service at his discretion.
- (b) Proof of construction: Upon completion of construction, the applicant shall file a certification of completion with the Regional Director.

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EXHIBIT "A"

DISPOSAL, TRANSFER OR TERMINATION OF INTEREST

(a) Change in jurisdiction over and disposal of lands. The final disposal by the United States of any tract of land traversed by a right-of-way shall not be construed to be a revocation of the right-of-way in whole or in part, but such final disposition shall be deemed and taken to be subject to such right-of-way unless it has been specifically cancelled.

(b) Transfer of easement or permit. Any proposed transfer, by assignment, lease, operating agreement, or otherwise, of an easement or permit must be filed in triplicate with the Regional Director and must be supported by a stipulation that the transferee agrees to comply with and be bound by the terms and conditions of the original grant. A \$25 nonreturnable service fee must accompany the proposal. No transfer will be recognized unless and until approved in writing by the Regional Director.

(c) Disposal of property on termination of right-of-way. In the absence of any agreement to the contrary, the holder of the right-of-way will be allowed 6 months after termination to remove all property or improvements other than a road and usable improvements to a road, placed thereon by him; otherwise, all such property and improvements shall become the property of the United States. Extensions of time may be granted at the discretion of the Regional Director.

Right-of-Way Easement
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EXHIBIT "A"**EXHIBIT B****TERMS AND CONDITIONS**

for

**RIGHTS-OF-WAY FOR PIPELINES FOR THE TRANSPORTATION OF OIL,
NATURAL GAS, SYNTHETIC LIQUID OR GASEOUS FUELS, OR ANY REFINED
PRODUCT PRODUCED THEREFROM (Reference Mineral Leasing Act of
1920/sec.28, as amended, CFR 29.21-9 and USFWS Manual 5REM 4.14 B)**

(1) Pipeline Safety. To protect the safety of workers and the public from sudden ruptures and slow degradation of the pipeline. All facilities will be designed, constructed and operated in accordance with the provisions of Parts 192 and/or 195 of Title 49 of the Code of Federal Regulations and in accordance with the Occupational Safety and Health Act of 1970, Public Law 91-596, including any amendments thereto.

(2) Environmental Protection. To restore, revegetate, and curtail erosion of the surface; to ensure that activities in connection with the right-of-way or permit will not violate applicable air and water quality standards in related facilities siting standards established by law; to control or prevent damage to the environment including damage to fish and wildlife habitat, public or private property, and public health and safety; and to protect the interests of individuals living in the general area of the right-of-way or permit who rely on the fish, wildlife, and biotic resources of the area for subsistence purposes.

(3) Suspension of Right-of-Way. The holder of this grant or permit is subject to an immediate temporary suspension of activities within a right-of-way or permit area as necessary to protect public health and safety and the environment, prior to a formal administrative proceeding. Suspension would be lifted when the emergency condition is alleviated.

(4) Joint Use of Rights-of-Way. Additional rights-of-way or permits may be granted by the Regional Director for compatible uses on or adjacent to rights-of-way or permit areas granted after giving notice to the holder and an opportunity to comment.

Right-of-Way Easement
(Pl) Sutter NWR
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PGAND'S COPY - PLEASE RETURN BOOK 1270 PAGE 037

EXHIBIT "A"

LA-California
(P1) Sutter NWR
Greenleaf Unit One
Associates/Greenleaf
Power Corporation

CERTIFICATION OF COMPLETION OF CONSTRUCTION

I, _____, certify that I am the
(Name of Official)
_____ of the Greenleaf Unit One Associates/Greenleaf
(Title)
Power Corporation; that the right-of-way for a buried natural gas pipeline
authorized by the Fish and Wildlife Service, was actually constructed; and
that this organization has in all things complied with the stipulations of
the right-of-way as granted.

(Date)

(Signature)

(Title)

Greenleaf Unit One Associates/Greenleaf
Power Corporation

Right-of-way Easement
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THIS IS A TRUE COPY OF THE ORIGINAL

**ASSIGNMENT AND AMENDMENT
OF
EASEMENT FOR RIGHT-OF-WAY**

The Secretary of the Interior, through his authorized representative, the Regional Director, United States Fish and Wildlife Service, in accordance with regulations published December 19, 1968, in 50 CFR 29.21, does hereby assign to Pacific Gas and Electric Company, a California corporation, that buried natural gas pipeline right-of-way issued to Greenleaf Unit One Associates, a California limited partnership, on January 2, 1986, across lands of the Sutter National Wildlife Refuge, a copy of said right-of-way being attached as Exhibit "A" and made a part hereto.

The legal description will be amended to include a minor realignment to accommodate a bridge reconstruction and the holder is hereby required to submit the amended survey descriptions.

In accepting this assignment, Pacific Gas and Electric Company agrees to comply with and be bound by all the terms and conditions of said right-of-way.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of JUNE, 1988.

THE UNITED STATES OF AMERICA

Wally Steucke
ACTING Regional Director
U.S. FISH AND WILDLIFE SERVICE

The above instrument with all terms and conditions thereof, is hereby accepted this 4th day of August, 1988.
Pacific Gas & Electric Company By [Signature] Its Regional General Services Manager
R. N. Agerio

ACKNOWLEDGMENT

STATE OF OREGON)
)SS.
COUNTY OF MULTNOMAH)

On JUNE 22, 1988, before me personally appeared WALLY STEUCKE, ACTING Regional Director, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed.

Carol S. Williams
Notary Public in and for the State

of OREGON, residing
at PORTLAND OREGON.

My commission expires: 05/05/92.

CORPORATION ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Sacramento)ss.

On August 4th, 1988, before me, a Notary Public in and for said State,
personally appeared H. R. Amerio and _____,
personally known to me or proved to me on the basis of satisfactory evidence to be
the persons who executed the within instrument as the Regional General Services Manager
_____, respectively, of the Corporation that executed the within
instrument and acknowledged to me that such corporation executed the within instru-
ment pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Cynthia L. Ambrose
(Signature)



EXHIBIT A

EASEMENT
FOR
RIGHT-OF-WAY

THE SECRETARY OF THE INTERIOR, by his authorized representative, the Regional Director, U.S. Fish and Wildlife Service, in accordance with Title 50 of the Code of Federal Regulations, Part 29, Subpart B, hereby grants to the Greenleaf Unit One Associates, a California limited partnership, ~~in cooperation of the State of California,~~ herein designated as the Grantee, an easement for a buried natural-gas pipeline, for a period of 30 years, over, across, in and upon land of the United States described as follows:

An easement in Sutter County, California, being a portion of Section 9, T. 14 N., R. 2 E., M.D.B.M., more particularly described as follows:

A strip of land 18.00 feet wide, the centerline of said strip being described as follows:

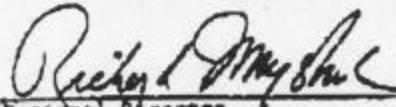
Beginning at a point in the east line of that certain parcel of land conveyed to the United States of America by Grant Davis and Emma F. Davis by deed recorded in Book 308, Page 486, Official Records of Sutter County, said point being South 89°43'31" East, 2408.94 feet, from a brass monument stamped Sutter County Department of Public Works marking the northeast corner of the southeast quarter of the southwest quarter of said Section 9; thence South 81°54'54" West, 102.94 feet; thence North 88°24'10" West, 451.08 feet; thence South 89°06'25" West, 435.11 feet; thence North 88°47'09" West, 1281.81 feet; thence through a curve to the left with a radius of 2000.00 feet and a central angle of 09°31'26" an arc distance of 332.45 feet; thence South 81°41'25" West, 810.98 feet; thence South 85°32'04" West, 163.82 feet to a point in the west line of that certain parcel of land designated Tract No. 2b in a judgement recorded in Book 217, Page 309, Official Records of Sutter County, said point being South 82°55'57" West, 1166.58 feet from said Sutter County Department of Public Works brass monument, and said point being the terminus of said centerline.

(Basis of Bearings for the above description is the California Coordinate System, Zone II, originating at N.G.S. Station "Hunt".)

By accepting this easement, the Grantee agrees to those portions of Part 29, Subpart B of Title 50 of the Code of Federal Regulations which are attached hereto as Exhibits A and B and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of January, 1986.

THE UNITED STATES OF AMERICA


Regional Director
U.S. Fish and Wildlife Service

Right-of-way Easement
(P1) Sutter NWR
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ACKNOWLEDGMENT

STATE OF OREGON }
County of MULTNOMAH } ss

On this 2nd day of JANUARY, in the year 1986, before me personally appeared RICHARD J. MYSHAK, Regional Director, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed.

Carol B. Williams
Notary Public in and for the State of
OREGON residing at PORTLAND
My Commission Expires: 05/05/88

The above instrument, together with all terms and conditions thereof, is hereby accepted this 24th day of December, 1985.

Greenleaf Unit One Associates,
a California limited partnership

By: [Signature]
(Title)
PROJECT MANAGER

Right-of-way Easement
(P1) Sutter NWR
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SUTTER NATIONAL WILDLIFE REFUGE

