

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED
02/17/26
04:59 PM
C2602014

Konkow Partners LLC,

Complainant,

vs.

Pacific Gas and Electric Company (U39E),

Defendant.

Case No. (C.) _____

COMPLAINT
(Rule 4.2)

COMPLAINANT	DEFENDANT
Konkow Partners LLC Attn: Sher A. Beard, Esq. High Sierra Law P.O. Box 311 Auberry, CA 93602 T: 559-492-9690 Email: sher@highsierralaw.com	Pacific Gas and Electric Company (U39E) Attn: Cliff Gleicher, Managing Counsel 300 Lakeside Drive Oakland CA 94612 T1: 415-971-2678 E-mail 1: Cliff.Gleicher@pge.com E-mail 2: pgetariffs@pge.com

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

(A)

KONKOW PARTNERS LLC

COMPLAINANT(S)

vs.

(B)

PACIFIC GAS AND ELECTRIC COMPANY (U39E)

DEFENDANT(S)

(Include Utility "U-Number", if known)

(for Commission use only)

(C)

Have you tried to resolve this matter informally with the Commission's Consumer Affairs staff?

YES NO

Has staff responded to your complaint?

YES NO

Did you appeal to the Consumer Affairs Manager?

YES NO

Do you have money on deposit with the Commission?

YES NO

Amount \$ _____

Is your service now disconnected?

YES NO

COMPLAINT

(D)

The complaint of (Provide name, address and phone number for each complainant)

Name of Complainant(s)	Address	Daytime Phone Number
Konkow Partners LLC	12967 Concow Rd, Concow, California 95965	(530) 588-4783

respectfully shows that:

(E)

Defendant(s) (Provide name, address and phone number for each defendant)

Name of Defendant(s)	Address	Daytime Phone Number
Pacific Gas and Electric Company	77 Beale Street, San Francisco, CA 94105	(415) 973-6976

(F)

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

Please see attached Complaint, Section IV.

(G) Scoping Memo Information (Rule 4.2(a))

(1) The proposed category for the Complaint is (check one):

adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)

ratesetting (check this box if your complaint challenges the reasonableness of a rates)

(2) Are hearings needed, (are there facts in dispute)? YES NO

(3) Regular Complaint Expedited Complaint

(4) The issues to be considered are (Example: The utility should refund the overbilled amount of \$78.00):

Please see attached Complaint, Section V.

(5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.
Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09):	04/07/2026
Hearing (Example: 7/1/09)	05/20/2026

Explain here if you propose a schedule different from the above guidelines.

(H)

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

Please see attached Complaint, Section VI.

(I)

OPTIONAL: I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by electronic mail (e-mail). My/our e-mail address(es) is/are:

sher@highsierralaw.com

(J)

Dated Auberry, California, this 16 day of February, 2026
(City) (date) (month) (year)

Sher Beup

Signature of each complainant

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

(K)**REPRESENTATIVE'S INFORMATION:**

Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative:	Sher A. Beard, Esq.
Address:	P.O. Box 311, Auberry, CA 93602
Telephone Number:	(559) 492-9690
E-mail:	sher@highsierralaw.com
Signature	

VERIFICATION
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(L)

Executed on February 16, 2026 , at Auberry , California
(date) (City)

Asher Beup
(Complainant Signature)

VERIFICATION
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(M)

Executed on _____ , at _____ , California
(date) (City)

Signature of Officer Title

(N) **NUMBER OF COPIES NEEDED FOR FILING:**

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one defendant, then you must submit a total of eight (8) copies (Rule 4.2(b)).

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

(O) Mail paper copies to: California Public Utilities Commission
Attn: Docket Office

505 Van Ness Avenue, Room 2001
San Francisco, CA 94102

PRIVACYNOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission (“CPUC”) intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a public record and may be posted on the CPUC’s website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.

Sher Beard

Signature

February 16, 2026

Date

Sher A. Beard

Print your name

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Konkow Partners LLC,

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Pacific Gas and Electric Company (U39E),

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Case No. (C.) _____

COMPLAINT

I. INTRODUCTION

1. Complainant Konkow Partners LLC owns and operates the Lake Concow Campground located at 12967 Concow Rd in Concow, California.

2. The area currently known as the Lake Concow Campground was historically a Konkow Maidu village and remains sacred to the local community.

3. In the 1800's, the family of Yohema Boucherd Clark planted the California incense cedar tree (*Calocedrus decurrens*) at issue in this case, which is now approximately 200 years old. (See *Exhibit 1*.)

4. Planted by their forebearers, the cedar tree embodies the community's deep spiritual connection to the land and serves as a sacred reminder of their presence in Concow long before outside forces displaced them.

5. On October 3, 2024, Pacific Gas and Electric Company (PG&E) attempted to completely remove, and ultimately performed unreasonable, excessive, and negligent cutting of this historic incense cedar tree located on the Complainant's property, without authorization or

permission, and well beyond what was necessary to protect PG&E's infrastructure.

6. Beyond its obvious and irreplaceable aesthetic value to the Lake Concow Campground and the broader Konkow community, the incense cedar also provided vital functional and cultural significance.

7. The historical significance of this tree is magnified by its connection to the Konkow people's forced removal in 1863, when more than 400 Native men, women, and children were marched at gunpoint from Concow along what became known as the California Trail of Tears (Nome Cult Trail). This 100-mile forced march led to the Nomi Lackee Reservation in Tehama County and later to the Round Valley Reservation in Mendocino County, with over one-third of those displaced perishing from exhaustion, hunger, or violence along the way.

8. For the descendants of those who survived the forced march, the cedar tree serves as one of the few remaining testaments to their presence in Concow before this tragic event. It stands as a monument of their resilience and as a sacred reminder of the suffering, survival, and cultural endurance of the Konkow people.

9. In addition to its overwhelming cultural value, this magnificent tree survived the logging boom in the 1800s and has endured multiple wildfires, including the destructive Camp Fire in 2018.

10. Despite a long-standing history between PG&E and the Complainant regarding this specific cedar tree, the heightened sensitivity surrounding the tree following the 2018 Camp Fire, and PG&E's awareness of both the tree's cultural and historical significance coupled with widespread community opposition, PG&E willfully chose to destroy the tree anyway.

11. The Complainant has filed this Complaint due to PG&E's despicable and

unreasonable vegetation management practices and its violations of statutory and regulatory law.

II. COMPLAINANT

12. Konkow Partners LLC is a property owner in the County of Butte, State of California and is a Pacific Gas and Electric Company customer.

III. DEFENDANT

13. PG&E is a California domestic stock corporation regulated by the California Public Utilities Commission (“CPUC”). PG&E is a “public utility” subject to the jurisdiction of the CPUC. (Public Utilities Code, § 216(a)).

IV. DETAILS OF COMPLAINT

14. The Complainant incorporates and reasserts paragraphs 1 through 13 of this Complaint herein.

15. The manner in which PG&E conducted its vegetation work in this matter violates California statutory and regulatory law. This includes, but is not limited to, unreasonable, excessive, and negligent removal of more of the Complainant’s tree than was necessary to protect PG&E’s infrastructure and willful trespass and destruction of a historically significant tree.

16. Without the Complainant’s knowledge, and prior to October 3, 2024, PG&E and its contractors marked the historical cedar tree for **complete removal**, as indicated by an “X” spray-painted on the base of the tree¹. (See *Exhibits 2 and 3*.)

17. PG&E had direct access to the Complainant’s contact information but made no attempt to notify the Complainant of any intent to remove the tree, nor did PG&E seek or obtain the Complainant’s consent prior to undertaking the work.

¹ https://help.pge.com/s/article/How-are-trees-marked-for-trimming-or-removal-What-are-the-different-markings-and-what-do-they-mean?language=en_US

October 3, 2024 Tree Work

18. On October 3, 2024, PG&E staged its contractor, Mountain F. Enterprises (MFE) at the entrance to the Lake Concow Campground to completely remove the magnificent cedar tree at issue.

First Request to Stop

19. Initially, Concow resident Peggy Moak, who resides across the street from the Lake Concow Campground, observed PG&E's crew cutting the heritage cedar tree and requested that they stop. **PG&E refused to do so.**

Second Request to Stop

20. Matthew Williford, the Tribal Chairperson for the Konkow Valley Band of Maidu, also personally observed PG&E's crew performing vegetation work on the cedar tree. He approached the crew, explained the historical and cultural significance of the tree, and expressly requested that PG&E and its contractor refrain from further work.

21. PG&E acknowledged Mr. Williford's concerns and **assured him that work would cease.** However, shortly after Mr. Williford departed the area, **PG&E willfully disregarded his instruction and resumed excessively cutting the tree.**

Third Request to Stop

22. When PG&E's crew attempted to continue work on the cedar tree, Tamatha Romer, the Lake Concow Campground onsite caretaker, ordered them to stop. **PG&E again refused to stop.**

23. Ms. Romer immediately notified Jason Romer (also known as Hap Hathaway), the managing member of Konkow Partners LLC, that PG&E was refusing to cease cutting down the tree.

24. Mr. Romer arrived at the Lake Concow Campground to discover that PG&E's crew had already climbed and limbed the entire cedar tree nearly to its top. (See *Exhibit 4*.)

Fourth and Final Request to Stop

25. Mr. Romer ordered PG&E and its contractor to stop work and leave the property immediately. Only then did PG&E agree to leave.

26. Absent Mr. Romer's intervention, PG&E's ongoing actions would have resulted in the complete removal of the historic tree.

27. PG&E's continuation of vegetation work after repeated express requests to stop, including after acknowledging such requests, constitutes **willful conduct** rather than inadvertence.

Arborist Evaluation

28. On or about November 20, 2024, the Complainant hired Seth Mitchell, an arborist, to perform an evaluation of the damage to the majestic tree caused by PG&E.

29. The arborist determined that the tree was healthy, sustaining life, and did not appear to have ever caused any issue with PG&E's infrastructure. Its crown was massive, green, and healthy.

30. The tree was set back far from PG&E's power lines (32 feet), did not present a "Whole Tree" failure at the base, and never showed signs of failing at the base.

31. Mr. Mitchell identified that PG&E's vegetation crew failed to follow ANSI industry trimming standards, specifically ANSI A300, Part 1.

32. Rather than performing limited, directional, or clearance pruning, **PG&E engaged in aggressive cutting that removed excessive live crown, severed major scaffold limbs, and left large stubs inconsistent with proper pruning practices.**

33. Mr. Mitchell opined that both trunks of the tree were alive **prior** to PG&E's October 3, 2024 vegetation work, and that **PG&E's aggressive pollarding eliminated any sustainable living tissue in the tree's north-facing trunk**, necessitating additional mitigation work by Mr. Mitchell, including the removal of the north facing trunk, in order to improve the tree's prospects for survival. (See *Exhibit 5*.)

34. On January 3, 2025, Mr. Mitchell returned to perform remedial vegetation work to mitigate and correct the hazards created by PG&E and its contractor.

35. Mr. Mitchell determined that **because of the excessive cutting performed by PG&E, the remaining crown of the tree is currently alive, but might not sustain the tree in the future**.

Follow-Up PG&E Inspection

36. Following Mr. Mitchell's site visit, Mr. Romer contacted PG&E, who sent an inspector to review the additional tree work performed by Mr. Mitchell.

37. During the follow-up inspection, PG&E's own vegetation manager advised the Complainant that **the subject tree did not require removal and did not pose a risk to PG&E's infrastructure**.

PG&E Claim History

38. On September 3, 2025, Complainant filed a claim with PG&E for the damages sustained because of PG&E's actions on October 3, 2024.

39. On December 1, 2025, PG&E Expert Claims Investigator, Wendy Patton, informed Complainant that PG&E performed a survey to determine if the cedar tree was located on Butte County property, as they originally believed that it was. The survey revealed that the tree was not owned by the County.

40. On December 10, 2025, PG&E denied the Complainant’s claim stating they had land rights to work on the tree, despite previously admitting they originally believed the tree was located on county property.

41. PG&E continues to refuse to adequately remediate the extensive damage it has caused to the Complainant, its property, and the surrounding community as a result of its de facto removal of this iconic tree.

V. ISSUES TO BE CONSIDERED

42. The way PG&E conducted its tree trimming activities on the Complainant’s property violated multiple statutory and regulatory provisions of California Law.

43. The investigation is on-going, and the Complainant reserves the right to amend this formal complaint as new information becomes known.

A. Jurisdiction

44. The CPUC is authorized to hold PG&E accountable for the many violations of law PG&E committed on the Complainant’s property. “The commission may supervise and regulate every public utility in the State and may do all things, whether specifically designated in this part or in addition thereto, which are necessary and convenient in the exercise of such power and jurisdiction.” (Public Utilities Code § 701.)

45. “[C]hallenges to PG&E’s tree trimming as unreasonable, unnecessary, or excessive lie within the exclusive jurisdiction of the [California Public Utilities] [C]ommission to decide.” *Sarale v. Pacific Gas and Electric Company* (2010) 189 Cal.App.4th 225, 231.

B. PG&E’s Violations of Law

1. Violation of Public Utilities Code Section 702

46. PG&E is required to comply with the rules and orders promulgated by the CPUC pursuant to Public Utilities Code Section 702.

47. The California Public Utilities Commission regulates vegetation clearances of PG&E's overhead electric facilities through General Order (GO) 95, Rule 35, which requires utilities to maintain clearances in a manner consistent with accepted industry practices.

48. The American National Standards Institute (ANSI) A300 Pruning Standards are the recognized national industry standard for tree pruning and vegetation management.²

49. PG&E violated Public Utilities Code section 702 by exceeding the scope of permissible vegetation work under General Order 95, Rule 35 by performing excessive and unnecessary cutting of the cedar tree on the Complainant's property in violation of ANSI A300 pruning standards.

2. Violation of General Order (GO) 95, Rule 35 – Excessive and Unreasonable

50. PG&E violated GO 95, Rule 35, pertaining to vegetation management. Rule 35 "demands certain vegetation management activities be performed in order to establish necessary and reasonable clearances." Here, however, PG&E went considerably further than establishing "necessary and reasonable clearances", and PG&E has provided no authority to support that its destruction of the mature and healthy cedar tree was necessary or reasonable.

51. The Complainant's property is located in a Very High Fire Hazard Severity Zone (FHSZ), as designated by CAL FIRE³ and is located within a State Responsibility Area (SRA), making it subject to Table 1, Case 14 of General Order 95.⁴

52. The powerline at issue is a 12kv (12,000 volt) primary distribution power line.

53. General Order 95, Table 1, Case 14 *guidelines* provide the minimum clearance for a 12,000 volt line is 48 inches (4 feet).

² ANSI A300 (Part 1) – Pruning (American National Standard establishing nationally recognized practices for tree pruning and vegetation management).

³ <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>

⁴ https://ia.cpuc.ca.gov/gos/GO95/go_95_table_1.html

54. General Order 95, Appendix E, provides the *recommended* minimum radial clearance for a 12,000 volt line subject to Table 1, Case 14 of GO 95 is 12 feet.⁵

55. The base of the tree at issue is located at least 32 feet from the distribution line.

56. For a 12 kV distribution line, GO 95 requires only limited vegetation clearance measured in feet, not the excessive removal of live crown or structural pruning and near complete removal as performed here.

57. There were several less destructive pruning methods available that aligned with ANSI A300 standards that would have achieved required clearances while preserving the structural and biological integrity of the tree.

58. PG&E's drastic actions to remove this tree far exceeded what was reasonably necessary to maintain required clearances and therefore violated GO 95, Rule 35.

3. Violation of General Order (GO) 95, Rule 35 – No Good Faith Effort

59. Furthermore, Rule 35 does not create an exemption to compliance with other applicable laws. PG&E has no authority under Rule 35 to trespass onto private property outside its easement area to cut trees (see, Exception 2 to Rule 35, "Rule 35 requirements do not apply where the utility has made a "good faith" effort to obtain permission to trim or remove vegetation but permission was refused or unobtainable. A "good faith" effort shall consist of current documentation of a minimum of an attempted personal contact and a written communication, including documentation of mailing or delivery . . .")⁶

60. PG&E did not make a good faith effort attempt to obtain permission from the Complainant and therefore Rule 35 requirements apply making PG&E liable for trespass.

⁵ https://ia.cpuc.ca.gov/gos/GO95/go_95_appendix_e-guidlines.html

⁶ <https://ia.cpuc.ca.gov/gos/Resmajor/DesNo09-08-029/GO95/DesNo09-08-029-Rule%2035.htm>

4. Reservation of Rights – General Order 165

61. PG&E has not produced any inspection records, patrol reports, hazard classifications, or work-order documentation establishing that the vegetation work at issue was prompted by or required as the result of a facility inspection.

62. To the extent PG&E contends that its actions were justified by an inspection or hazard determination, the Commission should require PG&E to produce all inspection, maintenance, and corrective-action records required under General Order 165, and reserve jurisdiction to determine whether PG&E complied with GO 165's inspection, documentation, and corrective-action requirements.

63. The absence of such documentation further calls into question the legitimacy of PG&E's claimed authority to perform the work.

C. Violation of PG&E Policies

64. PG&E's internal Utility Vegetation Management (UVM) policies and contractor specifications expressly reference ANSI A300 as the governing pruning standard.

65. PG&E's failure to comply with ANSI A300 not only violates accepted industry standards but also reflects a departure from PG&E's own internal policies and contractor specifications, further demonstrating non-compliance with Commission-regulated safety obligations.

D. Easement and Lack of Authority

66. PG&E has failed to demonstrate that it possesses any easement or other land right applicable to the Complainant's property. The 1947 documentation PG&E previously produced does not identify the Complainant's parcel by APN and does not establish that any alleged land right applies to the subject property.

67. Even assuming arguendo that PG&E holds an easement affecting the property, the

1947 easement language relied upon by PG&E only grants the right of “trimming” “trees along said poles and wires.” (See *Exhibit 6*.) Such language authorizes limited trimming for access and clearance purposes **and does not confer authority to butcher, top, or completely remove a mature tree, as PG&E intended and attempted to do here.**

68. Moreover, the alleged easement contains no defined width and merely grants rights **along** a specified course. Under California law, easements lacking defined dimensions are construed **narrowly** and are limited to what is **reasonably necessary for their historical use and enjoyment.** They may not be expanded to justify excessive or destructive vegetation work.

69. PG&E has never historically exercised any right to trim or remove this tree. As a result, historical use does not permit the complete removal or drastic cutting absent express owner permission.

70. The subject incense cedar does not fall within the reasonable scope of the alleged land right, and even if it did, the extent of cutting performed and intended by PG&E **far exceeded what was necessary** for the operation, maintenance, or access to PG&E’s existing poles and wires.

71. Accordingly, PG&E lacked authority to perform the vegetation work at issue, and its actions exceeded any rights conferred by the alleged easement, further compounding its violations of Commission rules.

VI. RELIEF REQUESTED

The Complainant requests a hearing on the merits of this complaint and/or requests a hearing on this matter upon motion of the CPUC pursuant to Public Utilities Code Section 705.

The Complainant respectfully requests that the California Public Utilities Commission also issue orders as follows:

1. Find that Pacific Gas and Electric Company violated Public Utilities Code section

702 and General Order 95, Rule 35, in connection with the vegetation work performed on the Complainant's property on October 3, 2024.

2. Find that PG&E's vegetation work on the historic incense cedar tree was unreasonable, excessive, and unnecessary, and not performed in accordance with accepted industry practices.
3. Find that PG&E's conduct was willful, as demonstrated by its continuation of work after repeated express requests to stop.
4. Order PG&E to produce all inspection records, hazard assessments, patrol reports, and work-order documentation related to the subject tree and the October 3, 2024 work.
5. Impose appropriate fines and penalties pursuant to Public Utilities Code section 2107 sufficient to deter future misconduct.
6. Grant such other and further relief as the Commission deems just and proper.

Respectfully Submitted,

By: 

SHER A. BEARD

HIGH SIERRA LAW
P.O. Box 311
Auberry, CA 93602
Telephone: 559-492-9690
Email: sher@highsierralaw.com

DATED: February 16, 2026

Attorney for COMPLAINANT

EXHIBIT 1



200-year-old Incense Cedar Tree Before it was Excessively Cut and Destroyed by PG&E.

EXHIBIT 2



Incense Cedar Tree Marked for Removal ("X") by PG&E.

EXHIBIT 3



Vegetation Management

Marking Trees for Safety Work

To help maintain reliable service to our communities, we manage trees located near powerlines and electric equipment. Trees coming into contact with powerlines could cause a power outage or wildfire.

What Can You Expect

As part of this work, our crews will inspect any vegetation that is at an unsafe distance from the powerlines. If we determine that a tree needs to be addressed for safety, we will mark it with either paint or flagging tape. The marks help our crews identify which trees need work.

What Tree Marks Mean

The shape of the paint mark indicates whether a tree needs to be trimmed or cut down.

- If a tree needs to be trimmed, inspectors will paint a dot at the base of the tree.
- If a tree needs to be cut down, inspectors will paint an “X” at the base of the tree.
- Marks may be placed higher on a trunk to account for tall grasses, bushes or snow.
- Flagging tape means the tree needs work. It does not specify the tree work type.

Dots painted at the base of the tree*



“X” painted at the base of the tree



Flagging tape tied to the tree



*Different colors are used to track our ongoing vegetation work.



If you have any questions about our vegetation safety work, call **1-800-743-5000** or visit [pge.com/trees](https://www.pge.com/trees).

 For translation support in 240+ languages, or to receive communications in large print or Braille, call **1-800-743-5000**.

EXHIBIT 4



Incense Cedar Tree After PG&E's Attempted Removal/Unreasonable and Excessive Cutting.

EXHIBIT 5



Incense Cedar Tree After Arborist Remediation to Increase its Likelihood of Survival Following PG&E's Unreasonable, Excessive, and Non-compliant Cutting.

EXHIBIT 6

2122-04-0139

ALBERT WALTER PEARCE and AUDREY MYRA PEARCE, husband and wife

Consideration not more than \$100.00

hereinafter called first party, does hereby grant unto PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, its successors and assigns, the right from time to time to erect, maintain, replace, remove and use such poles with all necessary and proper crossarms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and suspend therefrom, maintain and use such wires as second party may deem necessary for the transmission and distribution of electric energy, together with a right of way therealong, over and across those certain premises, situate in the.....

County of Butte, State of California, which are described as follows, viz.:

The southwest quarter of the southwest quarter of the southwest quarter of section 11 and the east half of the southeast quarter of section 10, all in township 22 north, range 4 east, M. D. B. & M.

The route of said poles across said premises will be as follows:

Beginning at a point in the southerly boundary line of said premises and running thence north 11° 10' west 350 feet, more or less, to a point from which the southeast corner of said section 10 bears south 8° 35' east 347 feet, and running thence north 11° 10' west 1122 feet, thence north 18° 53' west 753 feet, thence north 6° 09' west 344 feet, thence north 21° 54' west 155 feet, more or less, to the northerly boundary line of said premises.

Said right includes the trimming by second party of any trees along said poles and wires whenever considered necessary for the complete enjoyment thereof.

IN WITNESS WHEREOF first party has executed these presents this 16 day of

October 1947

Albert Walter Pearce

Audrey Myra Pearce

Executed in the presence of:

Erny L. Walton
Witness

STATE OF CALIFORNIA,

County of Los Angeles } ss.
On this 17th day of October in the year one thousand nine hundred and Forty Seven
before me, Frank Stone a Notary Public in and for the

County of Los Angeles, State of California, residing therein,
duly commissioned and sworn, personally appeared AUDREY MYRA PEARCE

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that She executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
in the County of Los Angeles the day and year in this
certificate first above written.

Notary Public in and for the County of Los Angeles
State of California.

My Commission Expires Jan 31, 1951

PROJECT Concow pole line extension near Yankee
Hill

AUTHORIZATION GMO 81491

COST _____

DRAFT No. _____

MAP No. A-1852

COPY TO RAE

State of California,

County of Yuba } ss.
On this 16th day of October A. D. One Thousand Nine Hundred and Forty-seven, before me,
Virginia B. Bryant, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally
appeared Guy L. Walton, known to me to be the same person whose name is subscribed to the within
instrument, as a witness thereto, who, being duly sworn, deposed and said, that he resides in the County of Sutter

State of California, that he was present and saw Albert Walter Pearce
(personally known to him to be the
person described in and who executed the said instrument, as part of thereto), sign and execute the same,
and that, at his request, he, the said affiant, thereupon subscribed his name as a witness thereto.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office, in the said
County of Yuba, the day and year in this certificate first above written.

Notary Public in and for the County of Yuba, State of California

My Commission Expires June 27, 1950