

Funding Agreement to Implement the Tax Neutrality Requirement for Donation of PG&E Lake Spaulding Planning Unit, Lands near Lake Valley Reservoir to CAL FIRE

This Funding Agreement to Implement Tax Neutrality Requirement (“**Agreement**”) is entered into as of the Effective Date (defined below) by and between the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation (the “**Stewardship Council**”) and **County of Nevada**, a public entity (“**County**”) (each a “**Party**” and collectively the “**Parties**”) with reference to the following facts:

A. The Stewardship Council was created to oversee the “**Land Conservation Commitment**” described in (1) that certain Settlement Agreement among Pacific Gas and Electric Company (“**PG&E**”), PG&E Corporation, and the California Public Utilities Commission (the “**Commission**”) as modified and approved by the Commission in its Opinion and Order of December 18, 2003 (Decision 03-12-035) (the “**Settlement Agreement**”); and (2) that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the “**Stipulation**”). The Stewardship Council has limited assets and no foreseeable sources of revenue, and consequently the Stewardship Council is anticipated to dissolve or otherwise wind down or cease to operate in the future.

B. Pursuant to the Settlement Agreement and Stipulation, certain lands owned by PG&E at the time of the Settlement (the “**PG&E Watershed Lands**”) are to be conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The Stewardship Council is charged with developing a Land Conservation Plan (“**LCP**”) for the protection and enhancement of the PG&E Watershed Lands.

C. In connection with the Land Conservation Commitment, PG&E has agreed to donate a portion of the PG&E Watershed Lands to eligible organizations, including the lands described below in Section 2.

D. The Settlement Agreement requires that the LCP assess that any donation will not adversely impact local tax revenue, and the Stipulation requires that an appropriate entity provide property tax revenue, other equivalent revenue source, or a lump sum payment so that the totality of the dispositions in each affected county under the Land Conservation Commitment will be tax neutral for that county (“**Tax Neutrality Requirement**”). By and through this Agreement, County and Stewardship Council desire, among other things, to confirm and acknowledge that the Tax Neutrality Requirement has been met.

E. In consideration of the covenants and obligations set forth herein, the Stewardship Council intends that the funding be provided to County as described in Section 3, and County desires to accept such funding, all subject to the terms and conditions described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, and the mutual covenants and obligations of the Parties herein contained, the Stewardship Council and County agree as follows:

1. **Effective Date and Term.** This Agreement shall become effective as of the last date it has been signed by both Parties. (“**Effective Date**”). The provisions of this Agreement

shall survive the closing of the transactions contemplated hereby and Stewardship Council's dissolution, winding down or ceasing operations.

2. **Property.** The Property consists of approximately 75.5 acres of real property located in the County of Nevada, State of California, within what is commonly known as the Lake Spaulding Planning Unit and as more particularly described in **Exhibit A** attached and incorporated by this reference. The Property was transferred to the California Department of Forestry and Fire Protection ("**CAL FIRE**") on September 21, 2022. CAL FIRE will add the Property to the California State Demonstration Forest System and is required by Public Resource Code § 4654 to pay "an amount equivalent to taxes levied by the county on similar land similarly situated in the county in the same manner as provided in the Revenue and Taxation Code for secured property tax payments as long as the state continues to own the land."

3. **Funding Allocation.** The County elects to receive the lump sum payment option as described in **Exhibit B**. Within 60 days of the Effective Date, the Stewardship Council will pay the sum of **Sixty-Nine Thousand Nine Hundred and Ninety Seven Dollars and Sixteen Cents (\$69,997.16)** ("**Funding Allocation**"), to be paid to the County of Nevada. The Funding Allocation is based upon the Payment Calculation: Annual Base Value of \$2,877.17 divided by a Capitalization Rate of 4% = Funding Allocation of \$69,997.16. The Funding Allocation has been adjusted to account for the ongoing tax obligations CAL FIRE will fund as required by Public Resource Code § 4654.

4. **Satisfaction of Tax Neutrality Requirement.**

a. The County hereby agrees with the Tax Neutrality Methodology attached hereto as Exhibit B as being an appropriate method to calculate the Funding Allocation.

b. The Parties hereby agree and acknowledge that the Funding Allocation represents a reasonable payment to the County in lieu of property taxes which might otherwise have been received by County from the owner of the Property, and that the Funding Allocation satisfies the Tax Neutrality Requirement with regard to the donation of the Property.

c. The County hereby waives and releases all claims, currently known or unknown, relating to the final calculation of the Funding Allocation and the Tax Neutrality Methodology that was used by the Stewardship Council to determine the amount of the Funding Allocation.

5. **Welfare Exemption.** County agrees that the County Assessor will not unreasonably withhold approval of the Welfare Exemption from Property Taxes in the event that the Property is subsequently conveyed to another organization qualified for said exemption with regard to the Property.

6. **Risk of Loss; Waiver and Release; Estoppel.**

a. County hereby waives and releases the Stewardship Council and any of the Stewardship Council's direct and indirect past, present and future shareholders, partners, members, trustees, officers, directors, principals, parents, subsidiaries, affiliates, employees, agents, contractors, transferees, successor(s), and assignees (collectively, the "**Related Entities**"), from all claims, currently known or unknown, which may arise from any reduction or loss of Funding Allocation, or potential or actual tax loss, and County is estopped from asserting

that the Funding Allocation was not a reasonable payment in lieu of taxes, or otherwise does not satisfy the Tax Neutrality Requirement with regard to the donation of the Property.

b. County expressly waives any benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7. Distribution of Funding Allocation to Other Local Agencies.

a. County agrees to pay reasonable and timely distributions from said Funding Allocation to special districts and other local agencies consistent with the methodologies described in Division 1 of the California Revenue and Taxation Code. Distributions from the Funding Allocation shall be the sole responsibility of the County and the Stewardship Council shall have no responsibility to verify or ensure that such distributions are paid or made consistent with the methodologies described in Division 1 of the California Revenue and Taxation Code.

8. Record Keeping. County will indicate the Funding Allocation separately on its books of account, charge expenditures made in furtherance of the purposes of this Agreement against the Funding Allocation, and keep records adequate to enable the use of the Funding Allocation with regard to distributions to special districts and local agencies pursuant to Section 7 to be checked readily by the Stewardship Council or its designee, or to the extent permitted by the California Public Records Act, by members of the public.

9. Communications. The Stewardship Council may include information regarding this Agreement and County in its periodic public reports, press releases, or other public communications.

10. County's Representations. County represents that it was represented by Counsel in connection with the negotiation of this Agreement and that in agreeing to execute this Agreement gave due consideration to all relevant factors, including the current and future property tax potential of the Property and any development potential the Property might have had.

11. Due Authorization. This Agreement and the performance of County's obligations under it are duly authorized and executed, and are, or will be upon the Effective Date, legal, valid, and binding obligations of County; the resolution confirming same shall be attached to this Agreement as **Exhibit C**. No consent of any judicial or administrative body, government agency, or other party is required for County to enter into and/or to perform County's obligations under this Agreement, except as has already been obtained. County warrants and represents that it is a political subdivision of the State of California or is otherwise an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the Internal Revenue Code ("**IRC**"), and that the undersigned representative of County is duly authorized and empowered to sign this Agreement.

12. Indemnification. County hereby agrees to indemnify, defend, and hold harmless the Stewardship Council and any of the Related Entities from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that any one or more of them may incur or suffer and that result from, or are related to, breach of this Agreement by County or any liability or claim made by the County or by any third party in connection with the County's use, management, or distribution of the Funding Allocation.

The Stewardship Council hereby agrees to indemnify, defend, and hold harmless the County, and the County's past, present, and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that any of them may incur or suffer and that result from, or are related to, breach of this Agreement by the Stewardship Council.

13. Third Party Beneficiaries. The Related Entities are express third party beneficiaries of this Agreement and shall be entitled to enforce the provisions hereof against County.

14. Attorney Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, or any action or proceeding in any way arising from this Agreement, the prevailing Party in such action, or the non-dismissing Party when the dismissal occurs other than by a settlement, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The "prevailing Party," for purposes of this Agreement, will be deemed to be that Party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

15. Assignment. The benefits to be provided under this Agreement are personal to County, and may not be assigned or transferred by County without the prior written approval of the Stewardship Council. The Stewardship Council may assign its rights and obligations hereunder to a third party upon written notice to County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit and burden of the Parties and their respective heirs, successors and assigns.

16. Amendment; Entire Agreement. This Agreement may not be amended or modified except by written instrument signed by both Parties. This Agreement constitutes the entire understanding of the Parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

17. Invalidity of Provision. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

18. Headings. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

20. **Counterparts.** This Agreement may be executed in counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, Stewardship Council and County have entered into this Funding Agreement to Implement Tax Neutrality Requirement as of the dates set forth below.

Pacific Forest and Watershed Lands Stewardship Council,
a California Nonprofit Public Benefit Corporation

By: _____

Title: Erin Healy, Executive Director

Date: _____

COUNTY OF NEVADA

By: _____

Title: _____

Date: _____

ATTEST:

Clerk of the Board of Supervisors

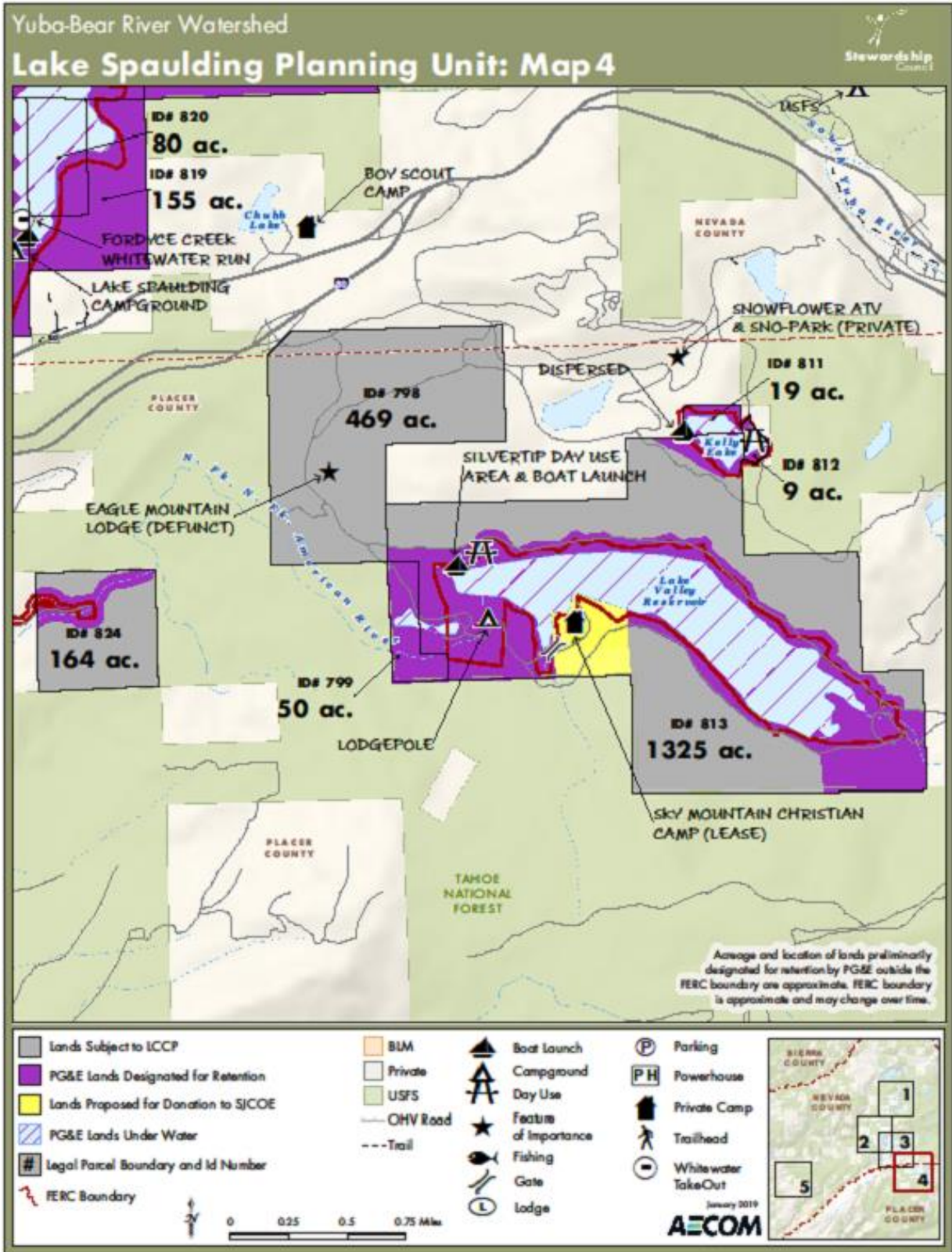
By: _____

Approved as to form:

County Counsel

By: _____

Exhibit A



| P a r c e l l D | SBE # | APN | Total SBE Parcel Acres | Percentage of SBE Parcel Donated | Full SBE Parcel Assessed Value | Property Tax Rate | Sum of Taxes on All Acres | Lump Sum on All Land | Lump Sum on % of Donated Land |
|--------------------------------------|---------------------|---|---------------------------------|--|---|----------------------|-------------------------------------|------------------------------|---|
| 7 9 8 | 135- 29-4A- 1 | 064- 330- 002 064- 330- 003 | 75.5 | 100.00% | \$ 264,215 | 1.08895 % | 2,877.17 | 71,929.23 | 71,929.23 |
| | | Totals | 75.5 | | 264,215 | | \$ 2,877.17 | \$ 71,929. 23 | \$ 71,929.23 |
| | | CAL FIRE Valuation for Ongoing Tax | | Rate | Annual Tax | | | | |
| | | \$7,097 | | 1.08895% | \$77.28 | | CAL FIRE Lump Sum equivalent | | \$1,932.07 |
| | | | | | | | Stewardship Council Lump Sum | | \$ 69,997.16 |

Exhibit B

PROPERTY TAX NEUTRALITY METHODOLOGY

INTRODUCTION

The Settlement Agreement¹ and Stipulation² that established the Land Conservation Commitment require that the Land Conservation Plan being developed by the Stewardship Council provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county will be “tax neutral” for each county. Section 4.3 of Volume I of the Land Conservation Plan (LCP) adopted by the Stewardship Council in November 2007 described the Stewardship Council’s potential strategies and anticipated approach to achieving property tax neutrality at a programmatic level.

More recently, on September 17, 2009, the Stewardship Council adopted a funding policy. This policy further clarified the Stewardship Council’s approach to property tax neutrality and identified several potential vehicles to achieving this requirement. On March 30, 2011, the Stewardship Council adopted a set of guidelines which describe scenarios in which the Stewardship Council will make property tax payments to affected counties and further defined a set of overarching assumptions regarding property tax neutrality payments.

Table 1 in Appendix A lists the estimated acreage and estimated annual property taxes associated with PG&E watershed lands which have been recommended by the Stewardship Council Board of Directors for donation. The estimated total tax liability that would be subject to tax neutrality will depend upon the total acreage actually transferred, and the types of organizations receiving fee title to the lands. No PG&E watershed lands will be recommended for donation in counties that are not listed in Table 1.

PURPOSE OF PROPOSED METHODOLOGY

The purpose of this methodology is to establish a standard payment process when lands are transferred to organizations that are exempt from paying property taxes. The following methodology will be applied to all counties which experience a loss in property tax revenues due to a recommended donation of fee title as part of the Stewardship Council’s Land Conservation Commitment.

¹ *Opinion Modifying the Proposed Settlement Agreement of Pacific Gas & Electric Company, PG&E Corporation and the Commission Staff, and Approving the Modified Settlement Agreement*, December 18, 2003:

<http://www.stewardshipcouncil.org/documents/background%20documents/Settlement%20Agreement.pdf>

² *Stipulation Resolving Issues Regarding the Land Conservation Commitment*, September 25, 2003:

<http://www.stewardshipcouncil.org/documents/background%20documents/Stipulation%20Signed.pdf>

DETERMINING TAX NEUTRALITY PAYMENT AMOUNT

Following the Stewardship Council approval of a fee-title donation, the Stewardship Council will work with the affected county to calculate the payment amount for inclusion in the Stewardship Council's Land Conservation and Conveyance Plan (LCCP).

1. Using the legal description and/or survey of lands identified for transfer to an organization which is exempt from paying property taxes, the Stewardship Council and PG&E will prepare an estimate of the annual taxes on lands to be donated. If assessed values on the lands recommended for donation change prior to the transfer of land, the Stewardship Council will revise the payment calculation included in the proposed tax neutrality funding agreement prior to its execution by the Parties.
2. The reduction in annual taxes caused by the donation of acres to organizations exempt from property tax will constitute the "Annual Base Value" for the funding calculation.
3. The County will receive a one-time lump sum payment The Stewardship Council will provide a draft funding agreement for county review and approval using the Annual Base Value and payment option. The draft funding agreement is expected to include, among other items, the following acknowledgements by the county:
 - a. Payment by the Stewardship Council satisfies the tax neutrality requirement as specified in the Settlement and Stipulation for the subject fee-title donation.
 - b. The county has issued (or will not reasonably withhold) a Welfare Tax Exemption for the new landowner, if required.
 - c. The county will agree to distribute the lump-sum payment to the applicable special districts as dictated in the relevant Tax Rate Area at the time of payment. In consideration for the additional administrative responsibility of the county to set up the process to allocate payments to special districts, the Stewardship Council will make a \$3,000 payment to the county for county's anticipated costs to perform such activities for the first fee title donation of lands in the county. Said payment will be made at the time the Stewardship Council makes its lump-sum tax neutrality payment. For subsequent fee title donations, if a county expects to incur more than \$3,000 in costs to perform such activities, then it shall make a request to the Stewardship Council for increased funding no later than 60 days following the recording of the grant deed for each additional fee title donation or the execution of a tax neutrality funding agreement, whichever comes later. The Stewardship Council will review each funding request and provide the county with sufficient funds to cover all reasonable anticipated costs.
4. The Stewardship Council will fund the settlement amount according to the terms of the tax neutrality funding agreement as described in number 3 above no later than 60 days following the recording of the grant deed for the fee title donation or the execution of a tax neutrality funding agreement, whichever comes later.

Lump-sum payment

Lump-sum payments in satisfaction of property tax neutrality would be calculated based upon the net present value of the Annual Base Value at the time that lands are removed from the property tax rolls. The lump-sum payment will be calculated using a discounted cash flows analysis for perpetual payment streams, otherwise known as a Capitalization Rate (Cap Rate).

The Cap Rate calculation requires an assumption of a long-term rate of return on comparable investments, and a long-term inflation rate. In order to develop a Cap Rate for a lump-sum payment, the Stewardship Council considered multiple long-term inputs, including long term equity and fixed income returns (Dow Jones Industrial Average, S&P 500, U.S. Treasury, CalPERS), weighted average borrowing costs for subject counties, and discount rate assumptions for pension and other post-employment benefits.

Based upon the analysis described above, **the Stewardship Council is offering counties a Cap Rate of 4.0%** to be used in the calculation of a lump-sum payment in satisfaction of property tax neutrality. The calculation for arriving at a lump-sum payment is as follows:

$$\text{Lump Sum Value} = \text{Annual Base Value} \div 4.0\%$$

The following table provides an example of the application of the Cap Rate to various Annual Base Values:

| | | | | |
|-------------------|----------|----------|-----------|-----------|
| Annual Base Value | \$500 | \$1,000 | \$5,000 | \$10,000 |
| Lump Sum at 4.0% | \$12,500 | \$25,000 | \$125,000 | \$250,000 |

Lump-sum payments would be allocated based upon the applicable Tax Rate Area at the time of payment. The Stewardship Council envisions making these lump-sum payments as unrestricted payments in lieu of property taxes, subject to the distribution method described in section 4.c above. Counties and special districts would be free to determine the best use of the funds pursuant to the needs of the county or special district, including, if desired investment in a shared investment pool of the county's choosing.

Appendix A

Estimated acreage and property taxes associated with PG&E watershed lands which have been recommended by the Stewardship Council Board of Directors for donation.

Table 1

Table 1 – Estimated Property Taxes From Land Available for Donation³

| County | Lands Available for Donation | Total Taxes (Annual) | Total Taxes (Lump) |
|-----------------|------------------------------|----------------------|--------------------|
| Alpine | 410 | 2,948 | \$73,691 |
| Amador | 2,040 | \$8,577 | \$214,431 |
| Butte | N/A | \$0 | \$0 |
| Calaveras | 60 | \$53 | \$1,320 |
| El Dorado | N/A | \$0 | \$0 |
| Fresno | 267 | \$2,413 | \$60,334 |
| Kern | N/A | \$0 | \$0 |
| Lake | 986 | \$31,844 | \$796,090 |
| Lassen | N/A | \$0 | \$0 |
| Madera | 220 | \$10,271 | \$256,770 |
| Mariposa | N/A | \$0 | \$0 |
| Mendocino | 797 | \$17,011 | \$425,289 |
| Merced | N/A | \$0 | \$0 |
| Nevada | 1,867 | \$13,150 | \$328,758 |
| Placer | 2,683 | \$46,794 | \$1,169,882 |
| Plumas | 3,278 | \$40,873 | \$1,021,828 |
| San Luis Obispo | N/A | \$0 | \$0 |
| Shasta | 23,386 | \$89,727 | \$2,243,172 |
| Tehama | 151 | \$45 | \$1125 |
| Tulare | N/A | \$0 | \$0 |
| Tuolumne | 868 | \$360 | \$9,9009 |
| Yuba | 41 | \$530 | \$13,256 |
| Total | \$37,054 | \$264,597 | \$6,614,955 |

^a This acreage includes lands within parcels that cross county boundaries

**Exhibit C
Resolution**