



Flournoy Union Elementary School District

PO Box 2260, 15850 Paskenta Rd, Flournoy, CA 96029

www.flournoysschool.org 530-833-5331; 530-833-5332 fax

BOARD MEETING AGENDA

Tuesday May 23, 2023 at 6:15 pm

MISSION STATEMENT: The Mission of Flournoy Elementary School is to provide academic excellence, responsible citizens, and a lifelong desire for learning in a safe environment.

DATE: Tuesday, May 23, 2023 at 6:15 pm
TYPE: Regular Board Meeting
LOCATION: Flournoy School District, Building 1

PUBLIC HEARING NOTICE POSTED: NONE
BOARD MEETING AGENDA POSTED: 04/14/23 Flournoy School, Flournoy Store and Paskenta Store

1. PUBLIC MEETING CALL TO ORDER BY PRESIDING OFFICER __ , at ____ p.m.

Roll call

- ☐ Cathy Bjornestad-Tobin
- ☐ Tyson Freund
- ☐ Kay May
- ☐ Mike Sanderson
- ☐ Bryson Schenk

PUBLIC COMMENT PERTAINING TO AGENDA

Comments on Closed Session Agenda Items, (below). Any person wishing to speak to any item on the Closed Session Agenda will be granted three minutes to make a presentation.

Comments from the Floor: At this time, any person wishing to speak to any item not on the Agenda will be granted three minutes to make a presentation. No action may be taken at this meeting on items addressed during these comments.

Comments on Agenda Items: At this time, any person wishing to speak to any item on the Agenda will be granted three minutes to make a presentation.

2. PLEDGE OF ALLEGIANCE

Recognize staff present:

- ☐ Rachel Davis, Superintendent
- ☐ Melinda Flournoy, Business Manager
- ☐ Heather Flournoy, Teacher
- ☐ Cody Weston, Custodian
- ☐ Mei Vance, Instructional Aide
- ☐ Sandra Palafox, Instructional Aide
- ☐ Maria Herrera
- ☐ Leah Castor

3. **Announcements**

- NO SCHOOL Monday, May 29th for Memorial Day
- 8th Grade End of the Year Field Trip to Alcatraz Island - Friday, June 2nd
- Flournoy School Kindergarten & 8th Grade Promotion Ceremony - Tuesday, June 6th
- End of the Year Pool Party - Thursday, June 8th
- Last Day of School/Minimum Day/Students vs Parents Softball Game & BBQ
- Leah Castor, One-on-one Paraprofessional is Resigning effective 6/9/23
- Sandra Mojica-Palafox, One-on-one Paraprofessional is Resigning effective 6/9/23

4. **ADOPTION OF AGENDA**

___ / ___ / ___ / ___ / ___
Motion/Second Ayes/Noes / Abstain

5. **APPROVAL OF MINUTES FROM THE MEETINGS OF:** Tuesday, April 18, 2023

___ / ___ / ___ / ___ / ___
Motion/Second Ayes/Noes / Abstain

6. **COMMENTS**

1. From members of the Board of Education
2. From the Superintendent and Business Manager
3. From the Staff/Teachers

7. **GENERAL FUNCTION CONSENT ITEMS**

1. Bills and warrants for: **April 2023**
2. MOUs/Agreements: **NONE**

___ / ___ / ___ / ___ / ___
Motion/Second Ayes/Noes / Abstain

PUBLIC HEARING: **NONE**

9. **DISCUSSION/ACTION ITEMS** (Attachments)

- Appointment of Board Member Oath of Office
1. Consider approval of annual administration contract for Rachel Davis, Superintendent effective 07/01/23-06/30/24
 ___ / ___ / ___ / ___ / ___
Motion/Second Ayes/Noes / Abstain
 2. Consider approval of the Resolution for the 2022-23 Year End Closing Ed code 44258.3
 ___ / ___ / ___ / ___ / ___
Motion/Second Ayes/Noes / Abstain
 3. Consider approval of updated certificated salary schedule effective 07/01/223
 ___ / ___ / ___ / ___ / ___
Motion/Second Ayes/Noes / Abstain
 4. Consider approval of the Right of Entry Agreement for Elkins with PG&E
 ___ / ___ / ___ / ___ / ___
Motion/Second Ayes/Noes / Abstain
 5. Information Only: Parent advisory group discussion follow-up regarding LCAP

10. DISCUSSION ON NEXT BOARD MEETING

1. Next meeting date: Tuesday, June 20 & 21, 2023, 6:15 PM.
2. Possible items for action/discussion
 - Budget/LCAP Public Hearing and Public Adoption
 - Updated Salary Schedules

11. FURTHER COMMENTS

1. From members of the Board of Education
2. From the Superintendent ~ Adjournment at p.m.



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BOARD MEETING MINUTES

Tuesday April 18, 2023 at 6:15 pm

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TYPE: Regular Board Meeting
LOCATION: Flournoy School District, Building 1

PUBLIC HEARING NOTICE POSTED: NONE
BOARD MEETING AGENDA POSTED: 04/14/23 Flournoy School, Flournoy Store and Paskenta Store

1. PUBLIC MEETING CALL TO ORDER BY PRESIDING OFFICER Sara Valoroso , at 6:15 p.m.

Roll call

- ☒ Cathy Bjornestad-Tobin
- ☒ Tyson Carter
- ☒ Kay May
- ☒ Sara Valoroso
- ☒ Mike Sanderson
- ☐ Bryson Schenk

PUBLIC COMMENT PERTAINING TO AGENDA

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Recognize staff present:

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- ☐ Cody Weston, Custodian
- ☐ Mei Vance, Instructional Aide
- ☐ Sandra Palafox, Instructional Aide
- ☐ Maria Herrera
- ☐ Leah Castor

3. Announcements

- Board member resignations: Thank you Sara and Patrick for your service.
- Candidate Interviews: 3 candidates were interviewed on Tuesday, Apr 4, 2023
- Candidate Selection for Provisional Appointment to fill the remainder of the vacant term through December 2024. Kay May and Bryson Schenk have been selected to fill the provisional appointment. The Oath of office will be held at our May board meeting.
- CONGRATULATIONS to Kreed Flournoy who was nominated by staff vote as All Star Student of the Year. Kreed will be attending a luncheon on Thursday, April 27th to be honored.
- CONGRATULATIONS to the, Imagine This... Story Writing Contest Region 1 Winners
Sixth Grade: Christy Castor and Tucker Hill
Seventh Grade: Jennaisy Mejia

4. ADOPTION OF AGENDA

CT - / TF - 5 - / 0 - / 0 -

Motion/Second Ayes/Noes / Abstain

5. APPROVAL OF MINUTES FROM THE MEETINGS OF:

Tuesday, March 21, 2023

MS - / CT - 4 - / 0 - / 0 -

Motion/Second Ayes/Noes / Abstain

6. COMMENTS

1. From members of the Board of Education
2. From the Superintendent and Business Manager
3. From the Staff/Teachers

7. GENERAL FUNCTION CONSENT ITEMS

1. Bills and warrants for: **March 2023**
2. MOUs/Agreements: **NONE**

TF - / MS - 4 - / 0 - / 0 -

Motion/Second Ayes/Noes / Abstain

8. PUBLIC HEARING: **NONE**

9. DISCUSSION/ACTION ITEMS (Attachments)

1. Approval of the Quarterly Report on Williams Uniform Complaints Ed Code 35186(d) for April 2023.
CT - / TF - 4 - / 0 - / 0 -
Motion/Second Ayes/Noes / Abstain
2. Information Only: Flournoy Dashboard Presentation by Rachel Davis to Board and Advisory Committee.

10. DISCUSSION ON NEXT BOARD MEETING

1. Next meeting date: Tuesday, May 16, 2023, 6:15 PM
2. Possible items for action/discussion
 - Consider approval of annual administration contract for Rachel Davis, Superintendent effective 07/01/23-06/30/24
 - Consider approval of the Resolution for the 2021-22 Year End Closing Ed code 44258.3
 - Updated Salary Schedules

11. FURTHER COMMENTS

1. From members of the Board of Education
2. From the Superintendent **Sara Valoroso ▾ Adjournment at _7:35_ p.m.**

Checks Dated 04/01/2023 through 04/30/2023

Check Number	Check Date	Pay to the Order of	FD-OBJT	Comment	Expensed Amount	Check Amount
40246576	04/04/2023	DSA SACRAMENTO REGION	25-5800	DSA REVIEW FEE		20,340.00
40246577	04/04/2023	JACK SCHREDAR & ASSOCIATES, IN C.	25-5800	FEBRUARY ACTIVITIES		416.25
40246578	04/04/2023	PASKENTA COMMUNITY SERVICES DISTRICT	01-5502	ELKINS WATER BILL		70.00
40246579	04/04/2023	SEMINGSON ARCHITECTURE & ENGINEERING	25-5800	FEBRUARY CONSTRUCTION FEES		10,162.50
40246580	04/04/2023	AT&T/Calnet	01-5901	PHONE BILL		95.34
40246581	04/04/2023	Pace Analytical Services, LLC	01-5502	DRINKING WATER MONITORING		133.92
40246582	04/04/2023	California Safety Company	01-5507	MONTHLY CENTRAL STATION MONITORING		100.00
40246583	04/04/2023	Coastal Business Systems Inc.	01-5600	COPIER LEASE		484.17
40246584	04/04/2023	NORCAL FOOD EQUIPMENT, INC.	01-5600	DISHWASHER REPAIR		362.22
40246585	04/04/2023	J&J Pumps, Inc.	01-5600	FLOW HOUSING		601.91
40246586	04/04/2023	J.M. Distributing Dairy Prod.	13-4700	MILK FOR LUNCHES		1,091.83
40246587	04/04/2023	Pacific Gas & Electric Co	01-5503	ELECTRIC BILL		1,334.35
40246588	04/04/2023	TCSIG	76-9513	INSURANCE PREMIUMS	2,936.00	
			76-9522	INSURANCE PREMIUMS	842.00	
			76-9552	INSURANCE PREMIUMS	212.00	
			76-9553	INSURANCE PREMIUMS	68.00	4,058.00
40246589	04/04/2023	The Danielsen Company	13-4700	FOOD FOR LUNCHES		1,177.93
40246590	04/04/2023	US Bank	01-4300	VARIOUS		661.17
40246591	04/04/2023	Woods Pest Control	01-5505	ELKINS GENERAL PEST GENERAL PEST	95.00	
				Cancelled	180.00	275.00
ACH-000000912	04/28/2023	Rachel A. Davis				5,400.07 *
		Cancelled on 05/03/2023				
Total Number of Checks					17	46,764.66

	Count	Amount
Cancel	1	5,400.07
Net Issue		41,364.59

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL	10	4,118.08
13	CAFETERIA SPEC REV	2	2,269.76
25	CAPITAL FACILITIES	3	30,918.75

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

908 - Flournoy School District

Generated for MELINDA FLOURNOY (MFLOURNOY908), May 19

2023 10:31AM

ESCAPE

ONLINE

Page 1 of 2

Checks Dated 04/01/2023 through 04/30/2023

Check Number	Check Date	Pay to the Order of	FD-OBJT	Comment	Expensed Amount	Check Amount
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Fund Recap

Fund	Description	Check Count	Expensed Amount
76	WARRANT/PASS-THRU	1	4,058.00
	Total Number of Checks	16	41,364.59
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		41,364.59

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

908 - Flournoy School District

Generated for MELINDA FLOURNOY (MFLOURNOY908), May 19
2023 10:31AM

Employment Agreement
between
Flournoy Union Elementary School District
and
Superintendent

This agreement is made and entered into this **Twenty Third Day of May 2023** between Flournoy Union Elementary School District, hereafter "District", and Rachel Davis, hereafter "Superintendent".

1) Term

- a) The District hereby employs Rachel Davis as Superintendent of the Flournoy Union Elementary School District for a term of one year commencing **July 1, 2023** and ending **June 30, 2024**.
- b) The Superintendent accepts such employment and agrees to efficiently and effectively perform all the duties and responsibilities of a school superintendent described herein and under the law during the term(s) of the agreement.

2) Compensation

- a) Superintendent annual stipend for the **2023-2024** school year shall be composed of:
 - i) an administrator stipend of Twenty-One Thousand Dollars \$21,000
- b) Said stipend shall be payable in eleven (11) equal monthly payments beginning August 31, 2023. The district will provide all health, pension, and welfare benefits provided to certificated employees.
- c) The Superintendent will work hours, receive leave, and follow other working conditions granted to certificated employees unless otherwise addressed herein.
- d) The Governing Board reserves the right to increase the annual stipend of the Superintendent, with the consent of the Superintendent. Any adjustment to the stipend made during the term of this agreement shall be in the form of an amendment.

3) Professional Duties

- a) The Superintendent and the Governing Board agree that the teaching of students is the primary responsibility of the Superintendent/Teacher. The Superintendent/Teacher will teach one class. The Governing Board will allow for the Superintendent/Teacher to prioritize District administrative needs with teaching responsibilities, placing teaching first.
- b) The Superintendent shall be the chief administrative officer of the district as prescribed by the district policies and applicable law. The Governing Board shall be responsible for establishing District policies. The Governing Board herewith delegates to the Superintendent all powers and duties necessary or convenient to the efficient management and administration of the District, to the full extent permitted by law. The Superintendent shall have authority to organize and arrange the staff, including instruction, business, and operational affairs, which in his judgment best serves the District. The responsibility of observation and evaluation of personnel is vested in the Superintendent. Employment of new personnel will be recommended by the Superintendent, unless a prior arrangement is made with the Governing Board for a particular

vacancy. The Governing Board shall refer all complaints and concerns made to individual members of the Governing Board, or the Governing Board as a body, for resolution by the Superintendent.

4) Outside Professional Activities

- a) The Superintendent may undertake outside professional activities, including consulting, speaking/lecturing, and writing. Said outside activities may be performed for compensation, provided said activities do not interfere with the Superintendent normal duties. If the Superintendent receives pay or an honorarium for such activities during a teaching-workday, the Superintendent shall remit such honorarium to the District up to the cost of the substitute.
- b) The Superintendent may undertake professional development or pursue an advanced degree through "distance education". With prior Board approval, a specific number of days, including for travel, required for professional development, including for residency requirements of the distance education program or similar purposes will be allowed and provided including when a substitute is required. Such days will not count towards the Superintendent leave. The Superintendent will extend his work calendar for days attributable to an advanced degree, but not for conferences, seminars, or other non-degree related professional development.
- c) At the Superintendent discretion, the Superintendent will be permitted to attend, and the District will pay for annual conferences and training of recognized professional associations.

5) Evaluation

- a) The Governing Board may evaluate the Superintendent as the Governing Board deems appropriate.

6) Expense Reimbursement

- a) The District shall reimburse the Superintendent in accordance with the Board policy for all actual and necessary expenses incurred by him within the scope of his employment, subject to Governing Board approval.
- b) The Superintendent shall be reimbursed for mileage at the Internal Revenue Service allowable rate, for use of his automobile for work-related travel outside of Tehama, Butte, and Glenn counties.

7) Membership Fees

- a) The Superintendent shall have annual dues/membership to the Association of California School Administrators (ACSA) paid by the District.
- b) Additional memberships may be approved by the Governing Board for either the Superintendent or the District.

8) Option to Terminate

- a) Notwithstanding any other provision of this Agreement, the Governing Board in its discretion shall, upon the giving of written notice not later than December 31 of any school year, have the option to terminate this Agreement effective June 30 of any year during the term of the

Agreement. If the Governing Board elects the option to terminate the Agreement, it shall pay the Superintendent the current stipend remaining in said Agreement up to, but not exceed, six (6) months. Payments due under this section shall be paid not later than June 30 of the applicable year. Such settlement shall not include non-cash items, except that the District shall contribute to the Superintendent's insurance benefits for the same limited duration period.

- b) If the Superintendent is offered a position elsewhere during the term of this contract, the Superintendent will work with the Governing Board to provide a smooth transition and will assist the District in hiring a replacement.

9) General Provisions

- a) Governing Law

This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.

- b) Entire Agreement

This agreement contains the entire agreement and understanding between parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, expressed or implied, not contained in the Agreement.

- c) Amendment

This agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendent/Teacher and the Governing Board.

- d) Severability

If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Approved this **Twenty Third Day of May 2023** in Flournoy, California by following vote:

Ayes: _____

Noes: _____

Abstention: _____

Absent: _____

Signed: _____ Date: _____
Rachel Davis

Signed: _____ Date: _____
Board President

RESOLUTION FISCAL YEAR 2022-2023

YEAR END CLOSING RESOLUTION
EDUCATION CODE 42601

WHEREAS, the Flourney School District Board of Trustees wishes to allow the County Superintendent of Schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, if needed, to balance the district before year-end closing.

And, WHEREAS, the Flourney School District wishes to allow the County Superintendent of Schools to balance any expenditure classifications of the budget of the district for the 2022-2023 school year as necessary to permit the payment of obligations of the district incurred during that school year.

BE IT HEREBY RESOLVED, that the Flourney School District gives consent to the County Superintendent of Schools to make the necessary transfers and notify the district.

PASSED AND ADOPTED by said Governing Board on the 23 day of May, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Date: 05/23/2023

Clerk, Board of Trustees

CERTIFICATION:

I Rachel Davis, certify that the foregoing is a correct copy of a resolution passed and adopted by the Flourney School District on May 23, 2023.

Superintendent/Administrator



CERTIFICATED SALARY SCHEDULE
Effective 7/1/2023

Yrs in Pos.	A BA + 30	B BA + 45	C BA + 60	Yrs in Pos.
1	44,250	45,578	46,945	1
2	45,356	46,717	48,119	2
3	46,490	47,885	49,322	3
4	47,652	49,083	50,555	4
5	48,844	50,310	51,818	5
6	50,065	51,567	53,114	6
7	51,316	52,857	54,442	7
8	52,599	54,178	55,803	8
9	53,914	55,532	57,198	9
10	55,262	56,921	58,628	10
11	56,644	58,344	60,094	11
12	58,060	59,802	61,596	12
13	59,511	61,297	63,136	13
14	60,999	62,830	64,714	14
15	62,524	64,401	66,332	15
16	64,087	66,011	67,990	16
17	65,689	67,661	69,690	17
18	67,332	69,352	71,432	18
19	69,015	71,086	73,218	19
20	70,740	72,863	75,049	20
21	72,509	74,685	76,925	21
22	74,321	76,552	78,848	22
23	76,180	78,466	80,819	23
24	78,084	80,427	82,840	24
25	80,036	82,438	84,911	25
26	82,037	84,499	87,033	26
27	84,088	86,612	89,209	27
28	86,190	88,777	91,439	28
29	88,345	90,996	93,725	29
30	90,554	93,271	96,069	30

3% increase between columns and 2.5% between steps

Salary Schedule is based on 185 work days for 7.5 hours per day

Health benefits capped at \$8,500 per fiscal year

10 Sick days per year accrued and are transferable, 7 personal necessity days

Initial placement on the salary schedule to be determined by the school district board of trustees

Column advancement

Certificated employees planning column advancement in the succeeding year please notify the District Office prior to September 1 of the school year in order for training credit on the salary schedule to be granted for that school year, except that study successfully completed during the summer session immediately preceding the beginning of the school year may be verified by a document signed by the teacher of the course pending receipt of an official transcript covering the course.

Approved by the Flournoy School Board of Trustees: 05/24/2022 effective 07/01/22

Signature of Board Clerk: _____

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is entered into as of _____, 2023 ("Effective Date") by and between Pacific Gas and Electric Company, a California corporation, ("PG&E") and the School Elkins District ("Owner").

WHEREAS, PG&E is undertaking the Corning System Hardening Project ("Project") to ensure the safety and reliability of PG&E's electric grid;

WHEREAS, Owner is in possession of certain real property identified as 085-020-011; Paskenta, Tehama County ("Property");

WHEREAS, PG&E desires to construct electric and communication infrastructure ("Facility") on the Property in connection with the Project (Facility is hereby incorporated and included within the defined term of Project);

WHEREAS, PG&E desires to enter upon the Property in order to begin construction of the Project prior to obtaining the formal easement rights from Owner with respect to the Property;

NOW, THEREFORE, the parties agree as follows:

1. **Right of Entry**: Owner hereby grants to PG&E the right to enter upon the Property and the irrevocable right to possession and use of the area shown on Exhibit A (the "**Right of Entry Area**") for the purpose of pre-construction activities, Project surveys, vegetation management, construction, operation and maintenance of the Project, subject to the terms and conditions of the Easement (no signed easement at this point) and this Agreement.
2. **Easement**: PG&E agrees to contact the Owner within 90 days after construction is completed to secure an easement ("**Easement**"), if necessary, across the Property owned by the Owner. Both parties agree to negotiate in good faith to finalize the Easement in a form substantially similar to Exhibit B attached hereto.
3. **Consideration**: PG&E will pay the sum of \$ 1,000 to Owner upon the signing of this Agreement. This sum will be credited against the amount ultimately due to Owner for the Easement and any property damage or other loss.
4. **Construction of Project**: Owner consents to the construction, operation and maintenance of the Project on the Property and PG&E shall construct the Project at PG&E's sole cost and expense. PG&E shall comply with all applicable laws and regulations in connection with its entry onto the Property and construction, operation and maintenance of the Project.
5. **Restoration of Property**: PG&E shall restore the Property as nearly as practicable to its condition prior to PG&E's construction work associated with the Project.

6. **Indemnity:** PG&E agrees to indemnify Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Owner's comparative negligence or willful misconduct.

7. **Successors, Assigns and Notices to Others:** Owner understands that this Agreement must be disclosed to any prospective buyer or tenant of the Property and that this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. **Counterparts:** This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute one and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

9. **Integration:** It is understood and agreed that this Agreement has been voluntarily entered into by the parties, and is the complete expression of the agreement of the parties, and no promise or representation of any kind has been expressed or implied except as set out herein. All prior and contemporaneous agreements and representations are superseded.

10. **Warranty of Authority:** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to execute this Agreement, without the consent or approval of any other person or entity.

11. **Electronic Signature:** This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

12. **Acceptance of Terms:** Signatures of the parties on this Agreement shall constitute mutual acceptance of all the terms and conditions of the Agreement.

Right of Entry Agreement (Rev. 12/2022)

“PG&E”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

“Owner”

School Elkins District

By: _____

Name: _____

Title: _____

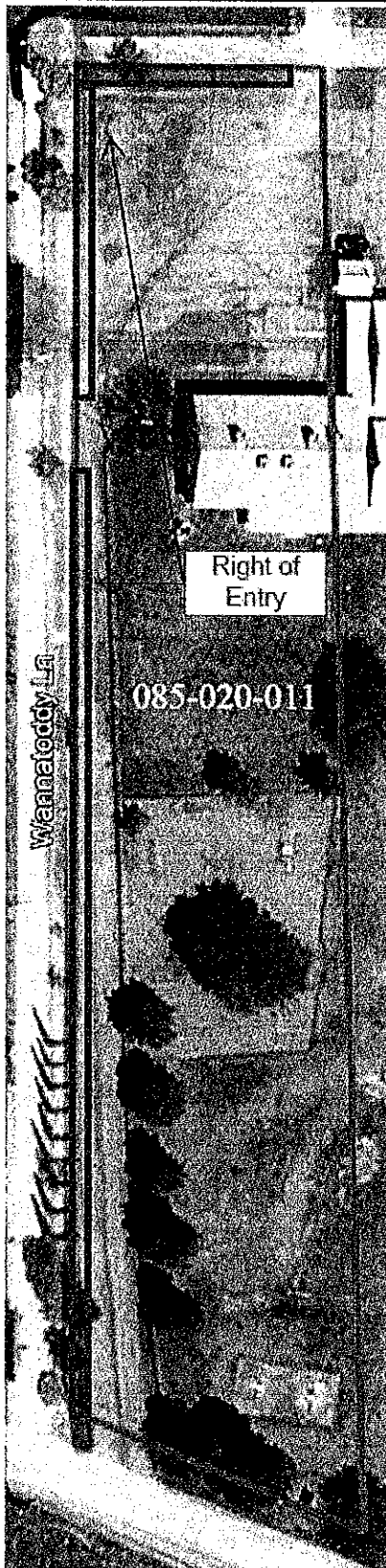
Date: _____

By: _____

Name: _____

Title: _____

Date: _____



<p>AUTHORIZATION</p>	<p align="center">EXHIBIT "A"</p>	<p>JCN _____</p>
<p>BY</p>	<p align="center">Right of Entry Agreement with the School Elkins District</p>	<p>AREA _____</p>
<p>DR</p>	<p align="center">APN 085-020-011</p>	<p>COUNTY <u>Tehama</u></p>
<p>CH</p>	<p align="center">Paskenta, Tehama</p>	<p>SCALE _____</p>
<p>O.K.</p>	<p align="center">CWSP - Coming 1102 PH 1.9</p>	<p>SHEET NO. <u>1</u> OF <u>1</u></p>
<p>DATE</p>	<p align="center">PACIFIC GAS AND ELECTRIC COMPANY San Francisco California</p>	<p>DRAWING NUMBER <u>PM 35380370</u> CHANGE</p>



RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

EXHIBIT B

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# _____

EASEMENT DEED

NAME OF GRANTOR(S),

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

(APN _____)

INSERT LANDS DESCRIPTION

The facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes located within the parcel(s) of land described below and outlined by heavy dashed lines as shown upon Grantee's Drawing labeled Exhibit "A" attached hereto and made a part hereof:

INSERT BASIS OF DESCRIPTION IF SURVEYED BY PG&E OTHERWISE REMOVE

The foregoing description(s) is/are based on a survey made by Grantee in (month and year). The bearings used are based on (a course in a deed or recorded map/etc.).

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

EXHIBIT B

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax _____

LD# _____

EASEMENT DEED

NAME OF GRANTOR(S),

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

(APN _____)

INSERT LANDS DESCRIPTION

The facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes located within the parcel(s) of land described below and outlined by heavy dashed lines as shown upon Grantee's Drawing labeled Exhibit "A" attached hereto and made a part hereof:

INSERT BASIS OF DESCRIPTION IF SURVEYED BY PG&E OTHERWISE REMOVE

The foregoing description(s) is/are based on a survey made by Grantee in (month and year). The bearings used are based on (a course in a deed or recorded map/etc.).

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall

have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

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

Grantor also grants to Grantee the right to excavate, grade, and level the ground, including the right to construct, reconstruct, replace (of initial size or any other size), remove, maintain, and inspect walls to maintain the graded slopes around transformers and utility boxes for the protection of Grantee's public utility facilities located within the easement area, together with the right to construct and maintain drainage facilities and other appurtenances in connection with the walls.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

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

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

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

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

<Do not sign, for exhibit purposes only>

Name of Grantor

<Do not sign, for exhibit purposes only>

Name of Grantor

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

State of California

County of _____)

On _____, before me, _____^{Insert name} Notary Public,
personally appeared _____
<Do not notarize this document; for exhibit purposes only>

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

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

WITNESS my hand and official seal.

<Do not notarize this document; for exhibit purposes only>

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

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