

AGREEMENT BETWEEN AMADOR WATER AGENCY AND
PACIFIC GAS AND ELECTRIC COMPANY
REGARDING TRANSFER OF
CUSTOMER-OWNED WATER FACILITIES AT TIGER CREEK

This Agreement Regarding Transfer of Customer-Owned Water Facilities At Tiger Creek ("Agreement") is made and effective as of _____, 2012, in Amador County, California, by and between the Amador Water Agency, a public agency created by a special act of the Legislature of the State of California ("Water Agency"), and Pacific Gas and Electric Company, a California corporation ("PG&E").

WITNESSETH:

WHEREAS, PG&E, by virtue of its Federal Energy Regulatory Commission (FERC) License for the Mokelumne River Hydroelectric Project, FERC Project No. 137, occupies that certain parcel of land situate in the County of Amador, State of California, identified as State Board of Equalization Numbers 135-03-004 parcel 9, and 135-03-032 parcel 9, as shown in Exhibit A attached hereto and incorporated herein by this reference ("Property");

WHEREAS, PG&E currently owns and operates certain domestic water facilities which serve several PG&E buildings and water tanks on a portion of said Property, which facilities are more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("Water Facilities");

WHEREAS, PG&E and the Water Agency have entered into prior agreements concerning the operation and maintenance of the Water Facilities, of which the current agreement in effect is that certain Amended Agreement between Water

Agency and PG&E for the Operation and Maintenance of a Water System dated February 15, 2002, attached hereto as Exhibit C and incorporated herein by this reference (the "Maintenance Agreement"); and

WHEREAS, PG&E and Water Agency desire to memorialize their mutual understanding and agreement relating to: (1) the termination of the Maintenance Agreement; (2) the transfer of PG&E's interest in the Water Facilities to the Water Agency; and (3) the provision of water service by Water Agency to the existing PG&E buildings and water tanks at the Property, which are identified in Exhibit D attached hereto and incorporated herein by this reference (the "Buildings and Tanks").

NOW, THEREFORE, in consideration of the mutual benefits of the foregoing, the parties hereto mutually agree as follows:

1. Termination of Maintenance Agreement.

In accordance with Paragraph 7 of the Maintenance Agreement, Water Agency and PG&E mutually agree to terminate the Maintenance Agreement as of the Transfer Date of the Water Facilities, as defined herein.

2. Transfer of Water Facilities.

2.1 Subject to the terms and conditions of this Agreement, PG&E agrees to convey, assign, transfer and deliver to Water Agency, and Water Agency agrees to acquire from PG&E, all of PG&E's right, title and interest in the Water Facilities. A detailed inventory of the Water Facilities and a description of the approximate location of such Facilities are provided in Exhibit B. Within five (5) business days of the date of this Agreement ("Transfer Date"), PG&E shall deliver to Water Agency an original Bill

of Sale of the Water Facilities duly executed by PG&E in the form set forth in Exhibit E attached hereto and incorporated herein by this reference ("Bill of Sale").

2.2 The Water Facilities are being transferred "AS IS, WHERE IS, AND WITH ALL FAULTS" in their existing condition as of the date of the Bill of Sale, without any representations or warranties of any kind by PG&E, express, implied or statutory, and without recourse against PG&E, except as specifically provided for herein. Without limiting the generality of the foregoing, PG&E expressly disclaims: (a) any implied or express warranty of merchantability; (b) any implied or express warranty of fitness for a particular purpose; and (c) any implied or express warranty of conformity to models or materials.

2.3 As of the Transfer Date, Water Agency will assume all obligations and liabilities of any kind or nature whatsoever related to, arising from, or associated with ownership or possession of the Water Facilities.

2.4 Water Agency specifically acknowledges and agrees that PG&E is not assigning or otherwise transferring its right, title and interest in and to any land rights (or any claim, right or benefit arising under or resulting from such land rights) in connection with its transfer of the Water Facilities to Water Agency and Water Agency assumes any and all risks and liabilities in connection with the absence of adequate or appropriate land rights; *provided*, however, that in the event any claim or controversy arises in connection with Water Agency's ownership of the Water Facilities (or any part thereof) based upon the asserted absence of adequate or appropriate land rights, then PG&E, at its sole cost, shall (i) defend, indemnify, protect and hold the Water Agency harmless against any such

claim or controversy, and/or (ii) upon written request by the Water Agency either within 15 days after the Water Agency is served with a complaint or other similar pleading questioning such ownership or within 15 days after final judgment is entered against the Water Agency in the proceeding, accept the reconveyance of Water Agency's right, title and interest to such Water Facilities. Water Agency agrees to give PG&E timely notice of any such claim or controversy. Such further transfer shall be memorialized in a mutually acceptable writing executed on behalf of both Water Agency and PG&E, and the terms and conditions of such further transfer shall be consistent with the terms of Section 2.2 of this Agreement. In the event of any such reconveyance, this Agreement shall terminate as of the date of reconveyance, and as of such date, neither party shall have any rights or obligations hereunder.

Water Agency's rights of access over the Property for the purpose of furnishing water service to PG&E shall be in accordance with Section 3.4 below.

3. Provision of Water Service By Water Agency.

3.1 Water Agency shall provide water service to only the Buildings and Tanks in accordance with, and subject to, with the Amador Water Agency Water Code and the provisions of this Agreement. The Water Agency shall operate, maintain, repair and replace the Water Facilities. PG&E shall be responsible for the Agency's costs to operate, maintain, repair and replace the Water Facilities consistent with the terms of Section 4 of this Agreement.

3.2 Water Agency acknowledges that PG&E claims riparian water rights in the flow of Tiger Creek for consumptive use on the Property. PG&E authorizes Water

Agency to utilize such riparian water rights to provide water service to only the Buildings and Tanks. The Water Agency shall not utilize such rights to provide service to any other property or building. In the event any claim or controversy arises in connection with the Water Agency's exercise of said riparian water rights, then, PG&E, at its sole cost, shall (i) defend, indemnify, protect and hold the Water Agency harmless against any such claim or controversy, and/or (ii) upon written request by Water Agency either within 15 days after the Water Agency is served with a complaint or other similar pleading questioning the Agency's diversions from Tiger Creek and/or use of PG&E's riparian rights, or within 15 days after final judgment in the proceeding is entered against the Water Agency, accept the reconveyance of Water Agency's right, title and interest to the Water Facilities pursuant to Section 2.4 above. Water Agency agrees to give PG&E timely notice of any such claim or controversy. In the event of any such reconveyance, this Agreement shall terminate as of the date of reconveyance, and as of such date, neither party shall have any rights or obligations hereunder.

It is understood that by entering into this Agreement and by authorizing the Water Agency to provide water service to the Property and exercise its riparian rights, as provided herein, (i) PG&E does not intend to, and does not, transfer any water rights to which it is entitled to the Water Agency, (ii) PG&E's claims of vested water rights shall not be adversely affected in any manner, and (iii) PG&E is not herein providing a public utility service and does not intend to, and does not dedicate to public use any of its property or any water to which it is entitled, or hold itself out to furnish like or similar service to any other person or entity.

3.3 Concurrently with this Agreement, PG&E shall submit an application for water service to Water Agency for administrative and billing purposes, which Water Agency agrees to accept.

3.4 The Water Agency shall have reasonable rights of access over the Property to carry out its obligations and responsibilities in furnishing water service to PG&E.

3.5 The Water Facilities include two (2) 10,000 gallon water tanks located on the hill above PG&E's power house that are used in connection with fire suppression by PG&E on the Property. Except for scheduled maintenance, repair or an emergency other than for fire suppression, Water Agency, at all times during the provision of water service to PG&E, shall maintain the water in each such water tank so that it is at least one-half full; provided that there is sufficient flow in Tiger Creek to allow Water Agency diversions to meet this requirement. PG&E agrees that the Water Agency shall have no responsibility whatsoever for fire suppression at the Property or in connection with the Buildings.

3.6 Except for the Water Facilities specifically identified in Exhibit B, nothing in this Agreement shall be construed to transfer any right, title or interest in PG&E's remaining facilities located on the Property that are used in connection with water service. PG&E shall remain responsible for the ownership and maintenance of any such privately-owned service connections, which are identified on the sketch marked Exhibit F attached hereto and incorporated by reference.

3.7 In the event that the Water Agency abandons use of a Water Facility in its entirety, the Water Agency shall transfer all of its right, title and interest to such Water

Facility to PG&E, without any cost to or compensation from PG&E. Water Agency shall promptly execute, acknowledge and deliver to PG&E any such documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to memorialize the transfer of said Water Facility to PG&E. Nothing in the foregoing shall be construed to relieve Water Agency of its obligations and liabilities related to, arising from, or associated with ownership or possession of the Water Facilities under this Agreement, or the furnishing of water service to the Buildings and Tanks.

4. Compensation for Operation, Maintenance, Repair, Replacement and Improvement of the PG&E Water Facilities.

4.1. In consideration for the Water Agency providing water service pursuant to Section 3 of this Agreement, PG&E shall pay to the Water Agency, on a monthly basis, the costs that the Water Agency incurred during the prior month to provide such service consistent with the schedule of rates and charges attached hereto as Exhibit G and incorporated herein by this reference, together with the Water Agency's actual costs for power and other utility services, for laboratory testing, and permitting and licensing, to employ others, to purchase materials, chemicals, supplies and equipment, to pay any taxes or assessments imposed on the Water Facilities, and for any other expense incurred by the Water Agency in connection with providing water service hereunder not addressed in Exhibit G. The Water Agency shall provide PG&E with an invoice itemizing the costs incurred during the prior month. PG&E shall pay each invoice within twenty-one (21) days after its receipt.

4.2. On or before July 1 of each year of the term of this Agreement, beginning July 1, 2013, the Water Agency shall provide written notice to PG&E of any changes to the rates and charges set forth in Exhibit G. Such written notice shall enclose the Water Agency's budget for the forthcoming fiscal year.

4.3. In the event that the Water Agency determines that a repair, replacement or improvement is needed for the continued effective operation of the Water Facilities or due to a regulatory requirement, and the costs of such repair, replacement or improvement would not be recovered through the schedule of rates and charges set forth in Exhibit G, then the Water Agency shall provide written notice to PG&E of such needed repair, replacement or improvement, and the estimated cost thereof. PG&E shall advance the estimated cost to the Water Agency within 30 days after the date of the written notice. Upon completion of the repair, replacement or improvement, any funds advanced by PG&E in excess of the Water Agency's actual costs shall be refunded to PG&E. Conversely, any costs incurred by the Water Agency over and above the amount advanced by PG&E shall be paid by PG&E within twenty-one (21) days after the date of the Water Agency's written demand therefor.

4.4. In cases of an emergency where the Water Agency cannot provide advance written notice of a needed repair, replacement or improvement as set forth in subsection 4.3 above, the Water Agency is authorized to carry out whatever repair, replacement or improvement of the Water Facilities is necessary for the continued effective operation of such facilities. The Water Agency shall bill PG&E for its actual costs to perform such repair, replacement or improvement which bill shall be paid by PG&E within twenty-one (21) days after the date after the bill.

4.5. Interest shall accrue on any late payment at the legal rate or 10% per annum, whichever is less.

5. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the successors, agents, lessees and assigns of the respective parties.

6. Paragraph Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

7. Cooperation.

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

8. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

9. Entire Agreement.

This Agreement is freely and voluntarily entered into by the parties after having had the opportunity to consult with their respective attorneys. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than

those inducements, promises, and representations contained in this Agreement. This Agreement represents the entire Agreement of the parties.

10. Applicable Law.

This Agreement shall be construed in accordance with the laws of the State of California

11. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement. The parties and the party representatives executing this Agreement have the power and authority to execute this Agreement, and once executed by all parties hereto, this Agreement shall be binding upon the parties hereto.

12. Notices.

All notices, statements, invoices, reports, approvals, requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the a United States post office for delivery. Unless and until

formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

Amador Water Agency
12800 Ridge Road
Sutter Creek, California 95685

Pacific Gas and Electric Company
Attention: Motherlode Land Planner
2730 Gateway Oaks Drive
Suite 220
Sacramento, CA 95833

13. Waiver of Rights.

_____ Any waiver at any time by any party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

14. Remedies Not Exclusive.

The use by any party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

15. Attorney's Fees.

If any arbitration, action at law or in equity, or other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may otherwise be entitled.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

AMADOR WATER AGENCY

By: _____
President, Board of Directors

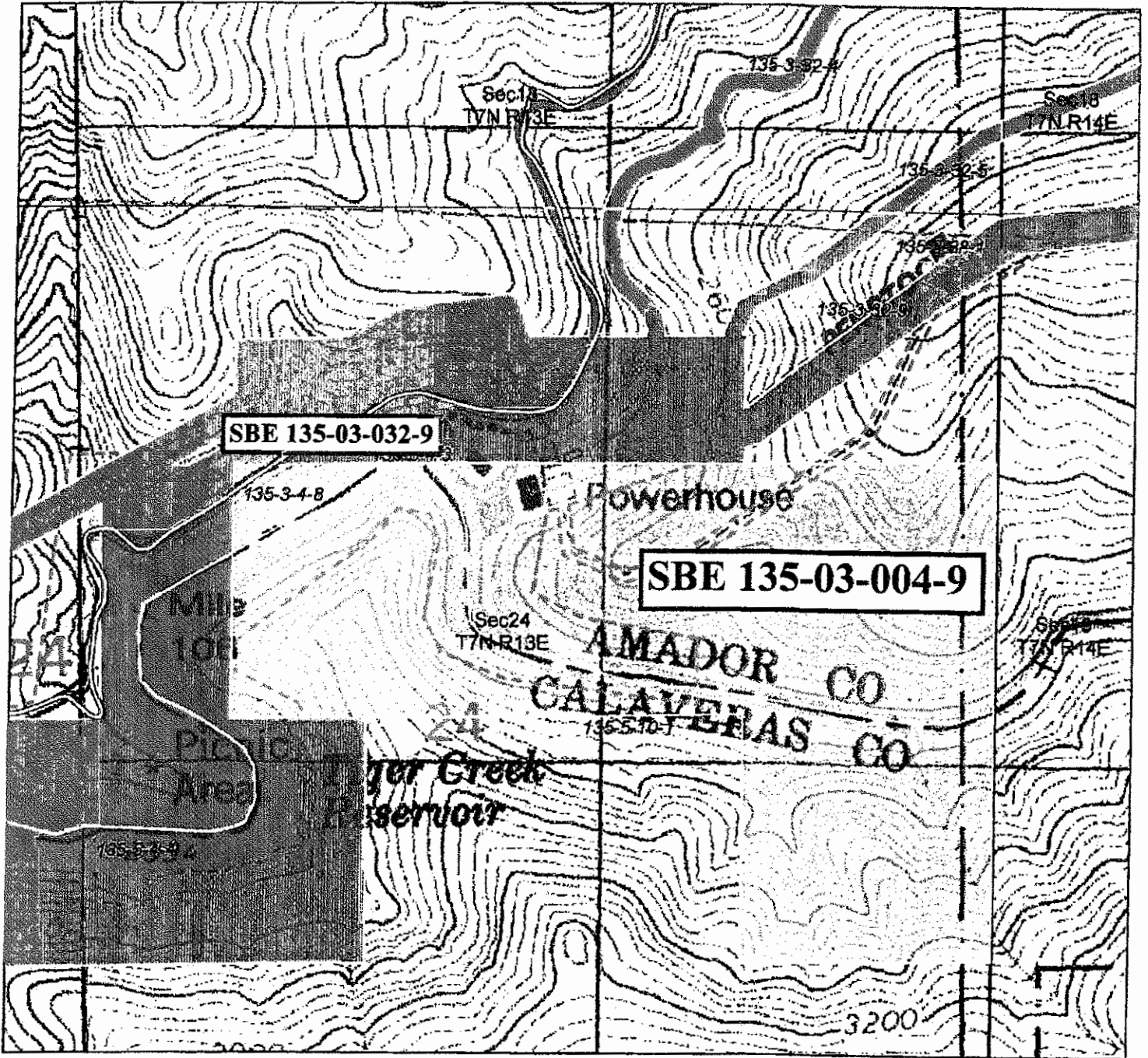
Attest:

Clerk, Board of Directors

PACIFIC GAS AND ELECTRIC
COMPANY

By: _____
Carrell J. Gill
Manager,
Central Area Hydro

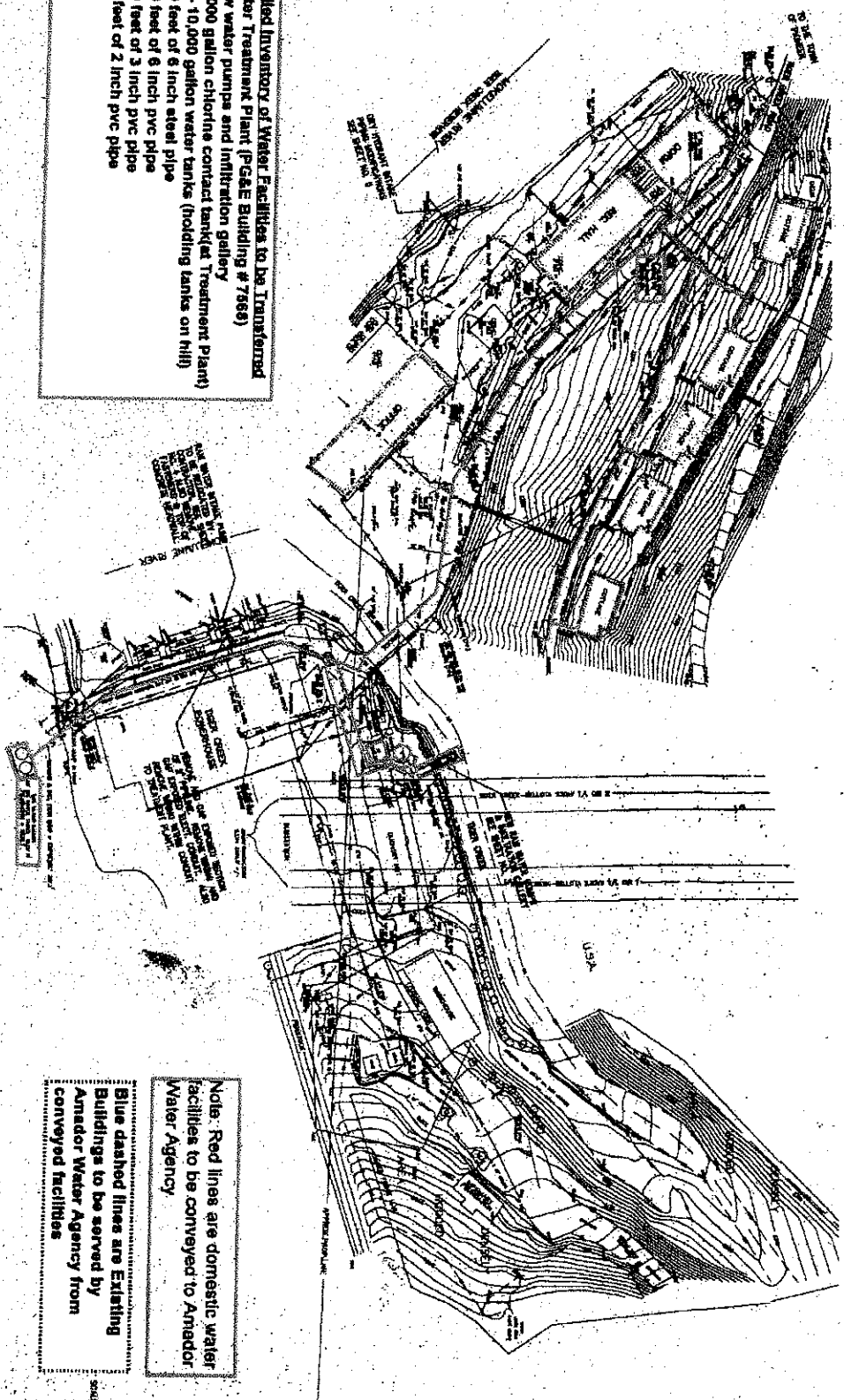
EXHIBIT A - PROPERTY



SCALE 1 : 8,586



Exhibit B Water Facilities



- Detailed Inventory of Water Facilities to be Transformed**
- Water Treatment Plant (P&GE Building # 7868)
 - Raw water pumps and infiltration gallery
 - 10,000 gallon chlorine contact tanks at Treatment Plant
 - 2 - 10,000 gallon water tanks (holding tanks on hill)
 - 360 feet of 6 inch steel pipe
 - 160 feet of 6 inch pvc pipe
 - 520 feet of 3 inch pvc pipe
 - 180 feet of 2 inch pvc pipe

Note: Red lines are domestic water facilities to be conveyed to Amador Water Agency
Blue dashed lines are Existing Buildings to be served by Amador Water Agency from conveyed facilities

DATE	BY	CHKD	APP'D

18-87

SCALE: 1" = 40'

OVERALL SITE PLAN

EXHIBIT C

Amador Water Agency Copy

AMENDED AGREEMENT BETWEEN AMADOR WATER AGENCY
AND PACIFIC GAS AND ELECTRIC COMPANY
FOR THE OPERATION AND MAINTENANCE OF A WATER SYSTEM

THIS AMENDED AGREEMENT is made as of February 15, 2002, in Amador County, California, between the Amador Water Agency, a public agency created by a special act of the Legislature of the State of California ("Water Agency"), and Pacific Gas and Electric Company, a California Corporation ("PG&E").

WITNESSETH:

WHEREAS, PG&E is the legal owner of certain property located in Amador County, California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property");

WHEREAS, there are a power house, conference center, maintenance shop and three cottages owned by PG&E and located on the Property ("PG&E Buildings");

WHEREAS, PG&E owns and operates certain water facilities which serve the PG&E Buildings, which facilities are more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("PG&E Water Facilities");

WHEREAS, the Water Agency and PG&E previously entered into an agreement, dated February 15, 1996, concerning the operation and maintenance of the PG&E Water Facilities and the provision of water service to the PG&E Buildings (AAgreement@);

WHEREAS, the Water Agency and PG&E have amended the Agreement several times, and now desire to enter into an Amended Agreement on the terms and conditions herein-after set forth;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Term of Agreement.

This Agreement shall be effective as of the date first above written, and shall remain in effect until terminated pursuant to the provisions of paragraph 7 hereof.

2. Water Agency Services Provided in Connection With PG&E Water Facilities.

In connection with the PG&E Water Facilities, the Water Agency shall provide those services described in Subsection A of Exhibit C attached hereto and incorporated herein by this reference, and upon written request by PG&E, shall provide those services described in Subsection B of Exhibit C.

3. Compensation for Water Agency Services Provided in Connection With the PG&E Water Facilities.

(a) In consideration for the Water Agency's services pursuant to paragraph 2 of this Agreement, PG&E shall pay to the Water Agency a monthly charge of \$938.34 for the services described in Subsection A of Exhibit C, and shall pay the Agency in accordance with the rate

schedule set forth on page 3 of Exhibit D for those services described in Subsection B of Exhibit C, together with the Water Agency's actual costs to employ others and purchase materials, supplies and equipment in order to provide such services. The Water Agency shall provide PG&E with an invoice monthly itemizing the costs incurred during the prior month. PG&E shall pay each invoice within twenty-one (21) days after its receipt.

(b) On or before July 1 of each year of the term of this Agreement, beginning July 1, 2003, the Water Agency shall provide written notice to PG&E of any changes to the rates and charges set forth in Exhibit D, or the labor estimates set forth therein.

(c) In the event that the Water Agency determines that a service is needed for the continued effective operation of the PG&E Water Facilities and such service is not covered in Subsection A of Exhibit C, then the Water Agency shall provide written notice to PG&E of such needed service and the estimated cost thereof. The Water Agency shall bill PG&E for its actual costs to perform such service which bill shall be paid by PG&E within twenty-one (21) days after the date of the billing.

(d) In cases of an emergency where the Water Agency cannot provide advance written notice of a needed service as set forth in subparagraph 3(c) above, the Water Agency is authorized to carry out whatever service is necessary for the continued effective operation of such facilities. The Water Agency shall bill PG&E for its actual costs to perform such service which bill shall be paid by PG&E within twenty-one (21) days after the date after the bill.

(e) Interest shall accrue on any late payment at the legal rate.

4. Responsibilities Respecting New PG&E Buildings.

PG&E hereby understands that in the event that additional buildings are constructed on the Property or PG&E desires water service to buildings on other properties, then the Water Agency's costs of meeting its obligations hereunder may change. The Water Agency shall have the right to modify the rates and charges set forth in Exhibit D at any time in such event and shall provide written notice thereof to PG&E. The new rates and charges shall take effect the month following the month in which such written notice is provided. PG&E, at its sole expense, shall be responsible for the installation and construction of any facilities necessary to provide water service to any new buildings on the Property or PG&E buildings on other properties.

5. Rights of Access.

The Water Agency shall have reasonable rights of ingress and egress over the Property to carry out its obligations and responsibilities under this Agreement.

6. Reports to PG&E.

The Water Agency shall report to PG&E on a semi-annual basis respecting services rendered pursuant to this Agreement. In addition, the Water Agency shall have appropriate representatives of the Water Agency attend meetings of PG&E to report on the services provided herein, as requested by PG&E.

7. Termination of Agreement.

Either party may terminate this Agreement with or without cause by giving the other party 90 days advance written notice. This Agreement may be terminated at any time upon mutual consent of the parties. PG&E shall pay the Water Agency for its services rendered to the date of any termination in accordance with paragraph 3 hereof.

8. Invalidity.

If any provision of this Agreement is adjudged invalid by a court of competent jurisdiction, the remainder of this Agreement shall be severable and not affected thereby.

9. Insurance.

The Water Agency shall have PG&E, its officers, directors, employees and agents named as additional insureds under the Water Agency's comprehensive general liability and automobile liability insurance policies to the extent any such additional insured is held liable for acts or omissions of the Water Agency arising out of its operations performed for such additional insureds under this Agreement. No termination or material reduction in coverage shall occur until 30 days after the Water Agency provides written notice thereof to PG&E.

10. Risk of Loss.

Should any of the PG&E Water Facilities be destroyed or damaged beyond repair, PG&E, at its sole expense, shall be responsible for the construction and installation of replacement facilities. In the event of such destruction or damage, the Water Agency shall continue to provide the services described in paragraph 2 to the extent that it is possible, as determined by the Water Agency.

PG&E shall protect, defend, indemnify and hold the Water Agency, its officers, directors, employees, volunteers and agents harmless from any and all suits, claims, costs, losses, damages, injuries, judgments and liabilities (including but not limited to attorney fees) arising out of or in any way connected with the interruption, curtailment or discontinuance of water service as a result of such destruction or damage, or any water shortage.

11. Indemnification.

(a) The Water Agency shall protect, defend, indemnify and hold PG&E, its officers, directors, employees, volunteers and agents harmless from any and all suits, claims, costs, losses, damages, injuries, liens, judgments and liabilities (including but not limited to attorney fees) caused by acts or omissions of the Water Agency, its officers, directors, employees, volunteers, agents or independent contractors in their performance and/or breach of their obligations under this Agreement, except where caused by the sole negligence, active negligence or willful misconduct of PG&E, its officers, directors, volunteers, agents, employees or independent contractors.

(b) PG&E shall protect, defend, indemnify and hold the Water Agency, its officers, directors, employees, volunteers and agents harmless from any and all suits, claims, costs, losses, damages, injuries, liens, judgments and liabilities (including but not limited to attorney fees) caused by acts or omissions of PG&E, its officers, directors, employees, volunteers, agents or independent contractors in their performance and/or breach of their obligations under this Agreement, except where caused by the sole negligence, active negligence or willful misconduct of the Water Agency, its officers, directors, volunteers, agents, employees or independent contractors.

12. Waiver of Rights.

Any waiver at any time by any party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

13. Remedies Not Exclusive.

The use by any party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

14. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the successors, agents, lessees and assigns of the respective parties.

15. Attorney's Fees.

If any arbitration, action at law or in equity, or other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may otherwise be entitled.

16. Paragraph Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

17. Cooperation.

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

18. Entire Agreement.

This Agreement is freely and voluntarily entered into by the parties after having had the opportunity to consult with their respective attorneys. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. This Agreement represents the entire agreement of the parties.

19. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities

have the power and authority to execute this Agreement, and once executed by all parties hereto, this Agreement shall be binding upon the parties hereto.

20. Notices

All notices, statements, reports approvals, requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the a United States post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

Amador Water Agency
12800 Ridge Road
Sutter Creek, California 95685

Pacific Gas and Electric Company
Attention: Stephen Broach
PG&E Power Generation
P.O. Box 6625
Auburn, CA 95604

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

AMADOR WATER AGENCY

By: 
President, Board of Directors

are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement. The parties and the party representatives executing this Agreement have the power and authority to execute this Agreement, and once executed by all parties hereto, this Agreement shall be binding upon the parties hereto.

20. Notices

All notices, statements, reports approvals, requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the a United States post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

Amador Water Agency
12800 Ridge Road
Sutter Creek, California 95685

Pacific Gas and Electric Company
Attention: Stephen Broach
PG&E Power Generation
P.O. Box 6625
Auburn, CA 95604

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

AMADOR WATER AGENCY

Attest:

Yimby A. Jones
Clerk, Board of Directors

PACIFIC GAS AND ELECTRIC
COMPANY

By: William J. Tomei / SR Broach

William J. Tomei
Manager
PG&E - Hydro Generation

Attest:







n/a

PGandE TIGER CREEK CONFERENCE CENTER

The Tiger Creek Conference Center is part of PGandE's Tiger Creek Powerhouse complex located southeast of Pioneer, California (see map of area attached as Page 2 to this Exhibit).

The Conference Center is a wood two-story structure capable of housing up to 35 guests and providing multi-meeting rooms including meal preparation. The remainder of the complex consists of a Hydro-Electric Power Plant, offices and five (5) residential cottages.

NOTE: Land ownership is approximated for planning purposes only. Consultant to determine actual boundaries as required for project.

-  PUBLIC LANDS (BLM)
-  PRIVATE LANDS
-  SIERRA PACIFIC IND.
-  (E) EXISTING
-  WTP WATER TREATMENT PLANT
-  (P/S) PUMP STATION

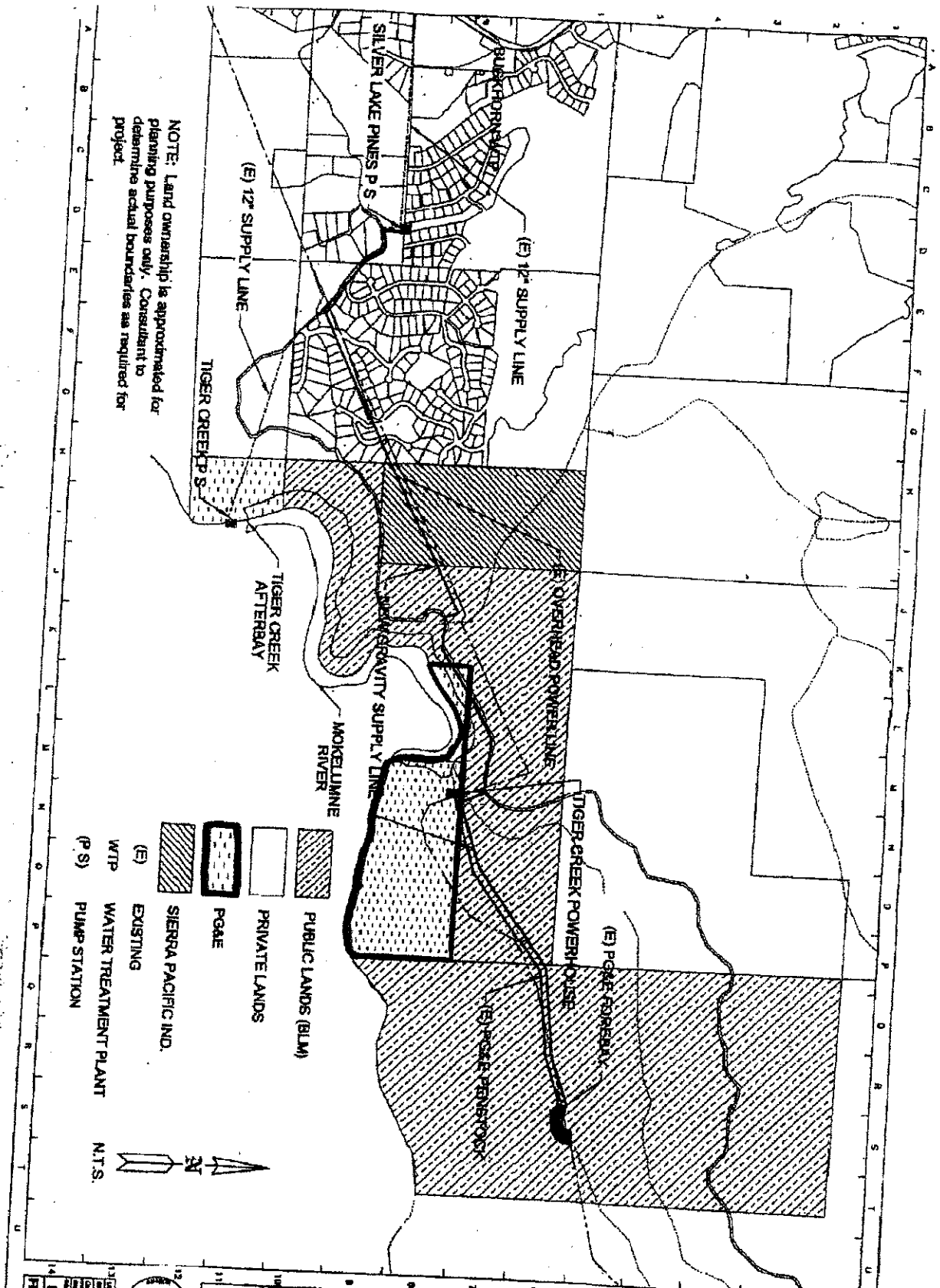
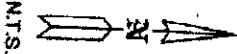


FIGURE A
B00330



AMADOR WATER AGENCY
ENGINEERING DEPARTMENT
12800 RIDGE ROAD
BUTTER CREEK, CA 95686

EXHIBIT A - Page 2 of 2

DATE	11/21/01
BY	AM/29/01
APP	11/21/01

AMADOR WATER AGENCY SCOPE OF SERVICES FOR PGandE

A. Services included within anticipated annual cost and charged at a flat rate per month

1. AWA staff work performed leading to WQ lab testing regarding:
 - a. Annual General mineral/General physical
 - b. Radiological
 - c. Organics
 - d. Inorganics
 - e. Bacteriological
 - f. Lead & Copper
2. Create files for above tests
3. Conduct 3 times weekly operational checks
4. Provide basic maintenance on plant equipment in conjunction with a Memcor service technician (hired by PGandE at PGandE's expense).
5. Provide record keeping for all system parameters including: Tank maintenance, distribution system flushing, all plant operational data, and all health department records.
6. Provide recommendations on system capital improvement/replacement needs
7. Perform purchasing and maintenance of chemical inventory
8. Develop a sample siting plan and emergency response and notification plans
9. Arrange for special technical help for items beyond AWA staff expertise
ie: remote telemetry systems
monitoring equipment repairs/calibrations
filter element change outs
10. Provide a minimum of 2 trained and certified operators
11. Provide emergency on-call service

B. Services to be charged to PGandE on a time and materials basis, or actual cost to Water Agency in accordance with Exhibit D, Page 3 (Outside Services Billing Rate Schedule)

1. Actual cost of WQ lab tests performed by third parties
2. Chemical costs
3. Power costs
4. Shipping
ie: chemicals, equipment repair
5. Equipment repair
ie: pumps, motors, special Memcor assemblies; control, monitoring and disinfection equipment
6. Main line and distribution line repairs
7. Tank repairs/cleaning (by others)
8. LCL and state regulatory fees
9. Conduct Fire Hydrant flushing
10. Distribution system meter reading
11. Plant licensing with County and State
12. Service line repairs
13. Cross connection program

LABOR ESTIMATES

Travel in/out approximately .5 hour

Plant Operation checks and plant routine .7 hour

O&M Support tasks, once per week

1. Ordering
2. Chemical procurement and deliveries
3. Taking of WQ sample
4. Records
5. Change out of chemical supplies
6. Chart changes
7. Monitoring equipment calibrations
8. Maintenance tasks

Total 3.0 hours

Amador Water Agency overhead, office, computer, supervision, etc.
including month end reporting 1.0 hours per week

On-call service: Based on Exhibit D, Page 3
2 hour minimum

System maintenance ie: main breaks, tank maintenance, FH flushing
billed on time and material basis
estimate - \$1000 annually

Other services listed in
Subsection B of Exhibit C: Such services shall be charged at actual cost or on a time and
materials basis.

Note: Labor intensive repairs will be billed on a time and materials basis,
or outside plumbing services can be utilized.

ANNUAL COST SUMMARY/ESTIMATE

					Monthly	Annually
Plant Operations *	<u>Rate</u>	<u>Days</u>	<u>Hours</u>	<u>Weeks</u>		
	\$40.10	x2	x1.2	x 52	\$417.04	\$5,004.48
O&M Support tasks Labor *	\$40.10	x1	x3	x52	\$521.30	\$6,255.60
Clerical and Supervisory Support *	\$29.35	x1	x1	x52	\$121.18	\$1,526.20
				TOTAL	\$938.34	\$11,260.08

On-call Estimate (based on 2 hour minimum and in accordance with Exhibit D, Page 3) **

\$700.00

System Maintenance Estimate **

\$1,000.00

OUTSIDE LAB WORK ESTIMATE

Bacteriological (1) per month	\$250.00	annually
General mineral/physical	160.00	use AWA
Lead/Copper	125.00	annually
Inorganics	250.00	use AWA
Nitrite/Nitrate	40.00	use AWA
Asbestos	250.00	use AWA
Organics	4500.00	use AWA

* In future years, PG&E may have to pay a pro rata share of lab costs for "shared" data - perhaps 10%

* These are flat rate charges which will be billed monthly.

** These totals are estimates as several of the services provided are charged on an actual cost or time and materials basis

AMADOR WATER AGENCY

OUTSIDE SERVICES BILLING RATE SCHEDULE



(2 Hour Minimum)

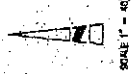
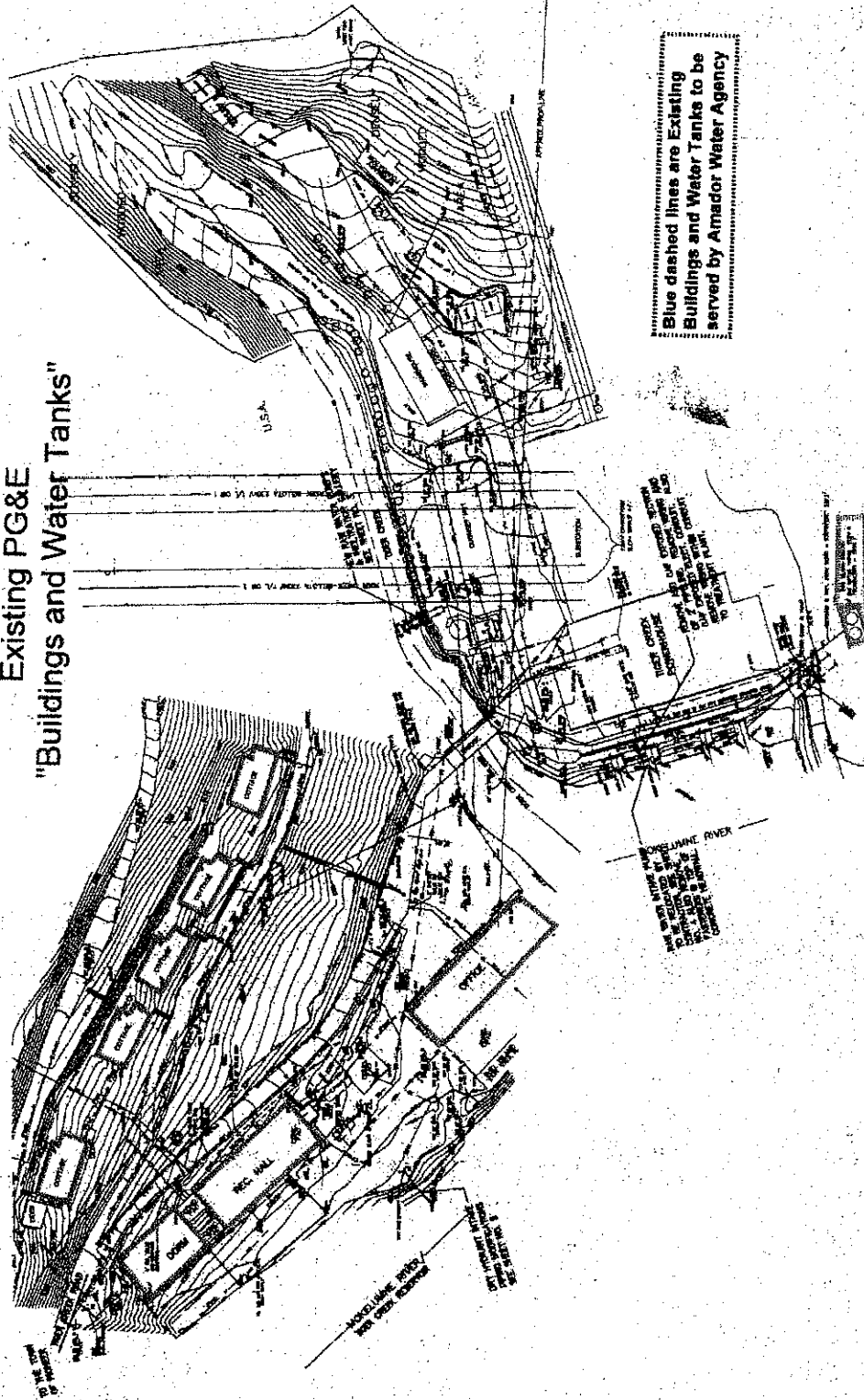
<u>On Call/Standby Personnel</u>			
Monday - Friday	\$15.00	Day	n/a
Saturday, Sunday & all Holidays	\$25.00	"	n/a
<u>On Call Responder</u>			
	\$35.85	Person/Hour	\$53.75
<u>Routine System Operation & Maintenance</u>			
Treatment Plant Operator	\$40.10	Person/Hour	\$60.15
Meter Reader	\$25.20	Person/Hour	\$37.80
Other Distribution O & M	\$35.85	Person/Hour	\$53.75
<u>Technical Support</u>			
Instrument Technician/Electrician	\$35.90	Person/Hour	\$53.85
<u>Administrative Support</u>			
Administrative Support Services	\$29.35	Person/Hour	\$44.00
Accounting and Financial Service	\$50.20	Person/Hour	\$75.30
Management Functions	\$65.60	Person/Hour	\$98.40
Account Administration Functions (4)	\$2,500	Monthly	n/a
<u>Construction Services</u>			
Labor Rate	\$35.20	Person/Hour	\$52.80
Equipment Rate			
Ditchwitch Trencher (1020)	\$11.00	Hour	n/a
Backhoe (580)	\$30.00	"	n/a
Excavator (Bobcat)	\$30.00	"	n/a
Loader (Bobcat)	\$25.00	"	n/a
Dump Truck (5 yard)	\$25.00	"	n/a
Dump Truck (10 yard)	\$60.00	"	n/a
Crew Truck with Compressor	\$15.00	"	n/a
Vacuum Trailer (500gal)	\$56.00	"	n/a
<u>Engineering Services</u>			
Mapping	\$25.15	Person/Hour	\$33.95
Construction Inspection	\$31.50	"	\$42.55
Other Engineering Services	\$46.45	"	\$69.65

- Notes: 1) All services will be billed portal to portal from Agency facilities.
 2) Billing rate includes FICA, workers comp, vacation, sick leave, holiday, all other employee benefits, tools and vehicle expense.
 3) Costs for purchases required by the Contracting Entity will be passed through for reimbursement to the Agency.

EXHIBIT D

Page 3 of 3

Exhibit D
Existing PG&E
"Buildings and Water Tanks"



PROJECT: EAST & ELECTRIC COMPANY WEST COAST WATER SYSTEM IMPROVEMENTS	
OVERALL SITE PLAN	
DATE: 4-11-97	SHEET NO. 2
BY: [Signature]	CHECKED BY: [Signature]
SCALE: 1" = 40'	PROJECT NO. [Number]



Pacific Gas and Electric Company

Bill of Sale and Sale Agreement

Exhibit E

9200

SELLER: Pacific Gas and Electric Company
 Materials Department
 Investment Recovery Group
 245 Market Street, Mail Code N5F
 San Francisco, CA 94105

BUYER: Amador Water Agency
 Attn: Gene Mancebo
 12800 Ridge Road
 Sutter Creek, CA 95685

Pacific Gas and Electric Company offers to sell and Amador Water Agency agrees to purchase the following items for the Purchase Price shown and subject to the applicable terms of the Agreement between Amador Water Agency and Pacific Gas and Electric Company Regarding Transfer of Customer-Owned Water Facilities at Tiger Creek effective _____, 2012.

ITEM	QTY	UNIT	DESCRIPTION	PURCHASE PRICE
1	1	EA	Water Facilities as described in Exhibit B of the Agreement <u>Detailed Inventory of Water Facilities to be Transferred</u> • Water Treatment Plant (PG&E Building #7568) • Raw water pumps and infiltration gallery • 10,000 gallon chlorine contact tank • 2 - 10,000 gallon water tanks • 360 feet of 6 inch steel pipe • 180 feet of 6 inch pvc pipe • 520 feet of 3 inch pvc pipe • 160 feet of 2 inch pvc pipe	\$0.00
Sub Total				\$0.00
Tax @ 0.00%				\$0.00
Total				\$0.00

REMARKS:

Disposition Number: 89237
 Bid Number:
 Sales Location: NO TAX
 Ref Order Number: 9702041

Seller shall add State of California sales tax for property delivered in California OR the appropriate sales tax of the state to which shipment is sent UNLESS Buyer claims exemption of such tax.

TAX EXEMPT BECAUSE:

RESALE PERMIT #	TYPE OF PAYMENT RECEIVED (CHECK ONE - Cash not accepted)	<input type="checkbox"/> COMPANY/PERSONAL CHECK <input type="checkbox"/> CASHIER'S CHECK <input type="checkbox"/> MONEY ORDER
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SELLER (Signature)	BUYER (Signature)
TITLE	TITLE
TELEPHONE	TELEPHONE
DATE OF OFFER	DATE OF ACCEPTANCE

