

SOUTHERN CALIFORNIA EDISON COMPANY

**BIG CREEK ALTERNATIVE LICENSING PROCESS
(ALP) HYDROELECTRIC PROJECTS**

SETTLEMENT AGREEMENT

**MAMMOTH POOL PROJECT (FERC PROJECT No. 2085)
BIG CREEK NOS. 1 AND 2 (FERC PROJECT No. 2175)
BIG CREEK NOS. 2A, 8, AND EASTWOOD (FERC PROJECT No. 67)
BIG CREEK No. 3 (FERC PROJECT No. 120)**

BY AND AMONG

SOUTHERN CALIFORNIA EDISON COMPANY

AND

**AMERICAN WHITEWATER, CALIFORNIA DEPARTMENT OF FISH GAME, FLY FISHERS FOR
CONSERVATION, FRESNO COUNTY SHERIFF'S DEPARTMENT, FRIANT WATER AUTHORITY,
FRIENDS OF THE RIVER, HUNTINGTON LAKE ASSOCIATION, HUNTINGTON LAKE BIG CREEK
HISTORICAL CONSERVANCY, HUNTINGTON LAKE VOLUNTEER FIRE DEPARTMENT,
MICHAHAI WUKSACHI, NATURAL RESOURCES DEFENSE COUNCIL, SAMS COALITION, SAN
JOAQUIN PADDLERS CLUB, SAN JOAQUIN RIVER TRAIL COUNCIL, SHAVER CROSSING
RAILROAD STATION GROUP, SIERRA MONO MUSEUM, SIERRA RESOURCE CONSERVATION
DISTRICT OF THE COUNTY OF FRESNO, TROUT UNLIMITED, UNITED STATES DEPARTMENT
OF AGRICULTURE – FOREST SERVICE, UNITED STATES DEPARTMENT OF THE INTERIOR**

FEBRUARY 2007

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1.0 INTRODUCTION

1.1 PARTIES

This Settlement Agreement ("Settlement") is made and entered into by and among Southern California Edison Company (SCE or Licensee), and the following Big Creek System Alternative Licensing Process (ALP) Stakeholders.

Each entity is referred to individually as a "Party" and collectively as the "Parties." The Settlement is intended to be consistent with the Federal Energy Regulatory Commission (FERC or Commission) settlement regulation at Code of Federal Regulations (CFR) 18 CFR §385.602.

The Parties to this Settlement agree as follows:

1.2 RECITALS

1.2.1

On about November 29, 2005 SCE filed with the FERC, an Application for New License for the Mammoth Pool Project (FERC Project No. 2085) located on the South Fork of the San Joaquin River in Fresno County, California. Applications for New Licenses for the other three Big Creek ALP Projects (Big Creek Nos. 1 and 2 (FERC Project No. 2175), Big Creek Nos. 2A, 8, and Eastwood (FERC Project No. 67) and Big Creek No. 3 (FERC Project No. 120)) will be filed prior to February 28, 2007.

1.2.2

SCE and the Parties have held over 300 meetings over the last five years in the Big Creek ALP for the four Big Creek ALP Projects, which are owned and operated by SCE. The Big Creek ALP involved in the design and implementation of over 60 studies designed to identify impacts associated with the four Big Creek ALP Projects. Reports were prepared based upon these studies and were reviewed and commented upon by the Parties. These reports were used to identify potential Project impacts and serve as the basis for this Settlement Agreement.

1.2.3

The Application for New License for the Mammoth Pool Project included a Preliminary Draft Environmental Assessment (PDEA) that evaluated the four Big Creek Projects. That PDEA has been amended to evaluate the conditions supported by this Settlement and presents an environmental analysis for all four of the Big Creek ALP Projects. The Amended PDEA is based upon the studies and reports performed in the Big Creek ALP, and considers the comments provided by the Parties throughout the Big Creek ALP.

1.2.4

The United States Department of Agriculture-Forest Service (FS) is expected to submit conditions pursuant to the Federal Power Act (FPA) Section 4(e) that address the issues resolved by this Settlement that are under FS jurisdiction.

1.2.5

The Parties are requesting that FERC accept the Settlement and include the conditions shown in Appendix A in the licenses for the Big Creek ALP Projects. The Parties request the FERC not include the Appendix B terms into the New Licenses. Those Appendix B terms are agreements solely among the settling Parties. The Appendix B terms are provided to FERC so that they may be considered in FERC's review of the cumulative impacts associated with the issuance of the new licenses for the four Big Creek ALP Projects.

1.3 EFFECTIVE DATE OF SETTLEMENT

This Settlement becomes effective as of the date the last FERC Order Issuing New License for any of the four Big Creek ALP Projects, incorporating the Appendix A conditions, becomes final and is no longer subject to appeal ("Effective Date"). The Parties request that FERC issue all four licenses for the Big Creek ALP Projects at the same time.

1.4 TERM OF SETTLEMENT

The term of this Settlement shall commence on the Effective Date and shall continue (unless terminated as otherwise provided herein) until the new license expiration date. The term will be extended to include the term(s) of any annual license(s) which FERC may issue after each respective license for the Big Creek ALP Projects has expired, or until the effective date of any FERC order approving surrender of all or part of the four Big Creek ALP Projects.

1.5 DEFINITIONS

"New Licenses" means the FERC order(s) that will be issued to SCE in response to the SCE applications for a new license for each of the four Big Creek ALP Projects.

1.5.1

"Big Creek ALP" means the Alternative Licensing Process that was undertaken for the four Big Creek Hydroelectric Projects described in Sections 1.5.4, 1.5.5, 1.5.6, and 1.5.7.

1.5.2

"Big Creek ALP Projects" means the four Big Creek Hydroelectric Projects described in Sections 1.5.4, 1.5.5, 1.5.6, and 1.5.7.

1.5.3

“Mammoth Pool Project” means the 190 megawatt (MW) Mammoth Pool Hydroelectric Project (FERC Project No. 2085), owned and operated by SCE pursuant to the FERC Order of December 30, 1957, with a license termination date of November 30, 2007.

1.5.4

“Big Creek Nos. 1 and 2” means the 154.85 MW Big Creek Nos. 1 and 2 Hydroelectric Project (FERC No. 2175) owned and operated by SCE pursuant to the FERC Order of March 27, 1959, with a license termination date of February 28, 2009.

1.5.5

“Big Creek Nos. 2A, 8 and Eastwood” means the 384.80 MW Big Creek Nos. 2A, and Eastwood Hydroelectric Project (FERC No. 67) owned and operated by SCE pursuant to the FERC Order of August 9, 1978, with a license termination date of February 28, 2009.

1.5.6

“Big Creek No. 3” means the 174.45 MW Big Creek No. 3 Hydroelectric Project (FERC No. 120) owned and operated by SCE pursuant to the FERC Order of September 7, 1977, with a license termination date of February 28, 2009.

1.5.7

“Resolved Subjects” means those issues enumerated in Section 2.3.

1.5.8

“Settlement” means this Settlement Agreement, including Appendices A through R.

1.5.9

“Unresolved Subjects” means those issues not enumerated in Section 2.3.

2.0 PURPOSE OF SETTLEMENT

2.1 PURPOSE

The purpose of this Settlement is to resolve various issues associated with the licensing of the four Big Creek ALP Projects.

2.2 ENTIRE AGREEMENT

The Parties agree that this Settlement constitutes the entire agreement with respect to the Resolved Subjects. The Settlement does not reflect all the discussions that occurred during the Big Creek ALP, nor does the Settlement prohibit the Parties and

any other stakeholders from reaching a further agreement on any Unresolved Subjects at some future time. Ideas and potential settlement proposals that were discussed during the Big Creek ALP are not a part of this Settlement and agreement upon those subjects may or may not occur in the future.

2.3 RESOLVED SUBJECTS

This Settlement Agreement resolves the following issues as specifically provided in and limited by the conditions contained in Appendices A and B:

- 2.3.1 Instream Flows
- 2.3.2 Channel Riparian Maintenance Flows
- 2.3.3 Sediment Management
- 2.3.4 Removal of Crater Creek, Tombstone Creek, South Slide Creek, North Slide Creek Diversions
- 2.3.5 Transport of Large Woody Debris
- 2.3.6 Temperature Monitoring and Management
- 2.3.7 Fish Trend Monitoring
- 2.3.8 Riparian Monitoring
- 2.3.9 Flow Monitoring
- 2.3.10 Visual Resources
- 2.3.11 Transportation System Management
- 2.3.12 Recreation Management
- 2.3.13 Special Species Bat Mitigation
- 2.3.14 Mule Deer Mitigation
- 2.3.15 Special-Status Species Assessment
- 2.3.16 Bald Eagle Management
- 2.3.17 Valley Elderberry Longhorn Beetle Management
- 2.3.18 Vegetation and Integrated Pest Management
- 2.3.19 Bear/Human Interaction Management

2.4 REASONABLE AND APPROPRIATE RESOLUTION OF ISSUES

The Parties agree that this Settlement fairly, reasonably, and appropriately resolves the Resolved Subjects.

2.5 UNRESOLVED SUBJECTS

There are numerous unresolved subjects among the Parties and others regarding the appropriate mitigation measures associated with the Big Creek ALP. This Settlement does not purport to resolve those subjects not specifically listed in Section 2.3 above.

2.6 AGREEMENT NOT TO LITIGATE

The Parties agree not to file administrative appeals, litigation, or other actions contesting the Resolved Subjects, unless the Party exercises its limited right to withdraw as described in Settlement Section 4.10. A Party may not request an agency trial-type hearing on issues of material fact under Sections 4(e) and 18 of the Federal Power Act or propose alternatives under Section 33 of the Federal Power Act with respect to Section 4(e) conditions or Section 18 prescriptions filed with FERC that are consistent with the Settlement Agreement. The Parties shall not support any trial-type hearing requested by any non-party and shall make reasonable efforts to support the FS and/or U.S. Fish and Wildlife Service, as appropriate, if a trial-type hearing is requested by any non-party. If a non-party requests a trial-type hearing, the Parties may intervene, as appropriate, in the hearing to support this Settlement Agreement.

2.7 NO PRECEDENT FOR OTHER PROCEEDINGS

This Settlement is made upon the express understanding that it constitutes a negotiated resolution. No Party shall be deemed to have approved, admitted, accepted, or otherwise consented to any operation, management, valuation, or other principle underlying or supposed to underlie any of the Resolved Subjects dealt with, except as may be expressly dealt with herein. Nothing in this Settlement is intended or shall be construed as a precedent with regard to any other proceeding or hydroelectric project. This Settlement shall not be offered against any Party as argument, admission or precedent in any mediation, arbitration, litigation or other administrative or legal proceeding that does not involve or relate to the New Project License of operations of the project. This Section shall survive termination of this Settlement.

2.8 COMPLIANCE WITH LEGAL RESPONSIBILITIES

Nothing in this Settlement is intended to or shall be construed to affect or limit the authority of any Party to fulfill its statutory, regulatory, or contractual responsibilities or to comply with judicial orders under applicable law. However, by entering into this Settlement, the Parties with such responsibilities represent that they believe their responsibilities relative to the Resolved Subjects will be met in a manner that best promotes the public interest and will comply with and otherwise carry out all applicable laws. The U.S. Fish and Wildlife Service's Section 18 authority is not a resolved subject.

2.9 RESERVATION OF CLAIMS, RIGHTS, AND RESPONSIBILITIES

2.9.1

Each Party reserves all claims, rights, and responsibilities, which it may otherwise have with respect to any subject not within and encompassed by the Resolved Subjects.

2.9.2

Nothing in this Settlement is intended or shall be construed to affect or restrict any Party's participation in or comments about compliance with the existing licenses or the new licenses for the Big Creek ALP Projects, any future licensing of the Big Creek ALP Projects, or any other hydroelectric project licensed to SCE.

2.10 ENDANGERED SPECIES ACT (ESA) RESPONSIBILITY NOT AFFECTED

Nothing in this Settlement is intended to or shall be construed to restrict or affect the continuing responsibilities of FERC or any Party under the Endangered Species Act (ESA), or the California Endangered Species Act (CESA), including the implementing regulation at 50 CFR §402.16. ESA issues related to the new licensing and operation and maintenance of the Big Creek Projects under new licenses are not "Resolved Subjects" under this Settlement.

3.0 USE OF SETTLEMENT IN PROJECT LICENSE, CLEAN WATER ACT CERTIFICATE AND SECTION 4(E) CONDITIONS

3.1 MEASURES RECOMMENDED TO BE INCLUDED IN BIG CREEK ALP PROJECT LICENSES

3.1.1 APPENDIX A CONDITIONS

Subject to Sections 3.2 and 3.3, the Parties respectfully request that FERC include, without material modification, the proposed conditions set forth in Appendix A for the corresponding Articles in the New Licenses for the Mammoth Pool, Big Creek Nos. 1 and 2, Big Creek Nos. 2A, 8, and Eastwood, and Big Creek No. 3 Projects, as indicated in Appendix A. Some conditions may be applicable for all four Big Creek ALP Projects and other conditions may be applicable for a specific Project. The Parties further request that FERC not include additional articles in the New Licenses that cover these Resolved Subjects, including subjects covered by the Appendix B terms.

3.2 MEASURES RECOMMENDED TO BE INCLUDED IN 4(E) CONDITIONS

The Parties respectfully request that FS accept and incorporate, without material modification, all the measures stated in Appendix A of this Settlement that are necessary for the adequate protection and utilization of reserved Federal lands pursuant to FPA Section 4(e) in their submittal of such conditions to FERC. The Parties further request that FS not include additional conditions in its filing with FERC that address the Resolved Subjects, other than those conditions necessary for the FS to implement the consultation requirements of this Settlement. The FS agrees to propose as conditions

regarding the Resolved Subjects the measures stated in Appendix A of this Settlement, except to the extent that any changes may result from its analysis under the National Forest Management Act and any other applicable law or regulation. This section shall not be read to predetermine or limit the outcome or lawful discretion of FS in submitting 4(e) Conditions to FERC or in adopting 4(e) Conditions inconsistent with those recommended herein.

3.3 MEASURES RECOMMENDED TO BE INCLUDED IN CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATE

The Parties respectfully request that the State Water Resources Control Board (State Water Board) accept and incorporate, without material modification, all the measures stated in Appendix A of this Settlement that are necessary for ensuring that the FERC license meets state water quality criteria in the State Water Board's submittal of the Water Quality Certificate to FERC pursuant to the Clean Water Act Section 401. The Parties further request that State Water Board not include additional conditions in its filing with FERC that address the Resolved Subjects, other than those conditions necessary for the State Water Board to implement the consultation requirements of this Settlement.

3.4 LICENSE ARTICLES

Pursuant to 18 CFR §385.602, this Settlement Agreement constitutes an Offer of Settlement that SCE will file with the FERC regarding the New Licenses. The Parties request that FERC approve this Settlement and incorporate the Appendix A conditions into the New Licenses.

3.5 EXPLANATORY STATEMENT

FERC regulations concerning settlements require that an explanatory statement accompany the submittal of an Offer of Settlement. (18 CFR §385.602) SCE prepared a PDEA that was filed with the Mammoth Pool Application for New License. SCE is filing an Amended PDEA with the Applications for New License for the other three Big Creek ALP Projects prior to February 27, 2007. The Amended PDEA serves as the explanatory statement and sets forth the rationale supporting the Settlement, including the evidence necessary for FERC, FS, and other regulatory agency to adopt the conditions in Appendix A.

3.6 NON-LICENSE TERMS

SCE and certain other Parties agree to implement and perform a number of other tasks that the Parties agree are unrelated to Project operations and maintenance activities. SCE and the Parties are including these additional, binding requirements in Appendix B to the Settlement. The Parties agree not to seek inclusion of any of the Appendix B terms into the New Licenses. The commitments in Appendix B are enforceable in a court of competent jurisdiction as a contractual obligation against SCE and any other Party that makes a contractual commitment pursuant to the Appendix B terms.

4.0 IMPLEMENTATION OF SETTLEMENT

4.1 SUPPORT OF SETTLEMENT

The Parties shall be bound by this Settlement for the term stated in Section 1.4, provided the New License for each of the four Big Creek ALP Projects is consistent with the terms of this Settlement, and specifically the conditions in Appendices A and B. The Parties will support the Settlement, to the extent that law or regulation does not prohibit their support, in correspondence or filings with applicable regulatory agencies. The Parties will support a request by SCE to the California Public Utilities Commission (CPUC) for recovery of all reasonable costs associated with implementation of the Settlement, and any request by SCE to the CPUC pursuant to Public Utilities Code Section 454.3 to receive a higher rate of return on Project investments for operating the Project in an environmentally sound manner.

4.2 SUPPORT FOR ISSUANCE OF NEW LICENSES

To the extent permitted by applicable law, the Parties shall support or advocate through appropriate written communications to FERC, FS, and other regulatory agencies issuing permits for the Big Creek ALP Projects, this Settlement and the conditions in Appendix A. For Resolved Subjects, the Parties agree not to propose, support, or communicate to FERC, FS or any other regulatory agency, any comments, recommended license conditions other than ones consistent with this Settlement. If the New Licenses do not contain all of the conditions stated in Appendix A because FERC expressly determines that it does not have jurisdiction to adopt or enforce the omitted conditions, the Parties agree that they shall be bound by the entire Settlement, including those conditions omitted by FERC, provided the New Licenses contain those conditions stated in Appendix A over which FERC determines it does have jurisdiction and the New Licenses are otherwise consistent with this Settlement.

4.3 NEW LICENSES OR 4(E) CONDITIONS INCONSISTENT WITH THIS SETTLEMENT

4.3.1 NEW LICENSES

If the New Licenses issued by FERC contain any material modification of the Appendix A conditions, incorporate fewer than all of the Appendix A conditions, or include additional measures related to Resolved Subjects that are inconsistent with this Settlement, including those terms in Appendix B, this Settlement shall be deemed modified to conform to the New Licenses, unless a Party provides Notice that it disputes the inconsistency within 30 days after the date of the license order, and that Party initiates the Alternative Dispute Resolution (ADR) procedures stated in Section 4.9.1 - Section 4.9.3. The disputing Party(s) may, in addition, initiate the rehearing procedure at FERC described in Section 4.4.1. If the Settlement is deemed modified to conform to the New Licenses, SCE's duties under this Settlement related to Appendices A and B that are inconsistent with the New Licenses are voided to the extent necessary to enable SCE to comply with the licenses. If the New Licenses do not contain all of the Appendix A conditions because FERC expressly determines that it does not have

jurisdiction to adopt or enforce the omitted conditions, the Parties agree that they shall be bound by the entire Settlement, including those recommended conditions omitted by FERC, provided the New Licenses are not inconsistent with those Appendix A conditions that are not otherwise included in the New Licenses. Those omitted conditions will then be considered a part of Appendix B.

4.3.2 4(E) CONDITIONS

If any 4(e) Condition is inconsistent with this Settlement, this Settlement shall be deemed modified to conform to the 4(e) Conditions, unless a Party provides Notice that it disputes the inconsistency within 45 days of the final decision, and that Party initiates the ADR procedures stated in Section 4.9.1 - Section 4.9.3. The disputing Party(s) may, in addition, initiate or participate in the appeal procedure described in Section 4.4.2.

4.4 APPEAL OR JUDICIAL REVIEW OF NEW LICENSES OR 4(E) CONDITIONS INCONSISTENT WITH THIS SETTLEMENT

4.4.1 APPEAL TO FERC

Any Party may petition FERC for rehearing and seek judicial review of any New License that is inconsistent with this Settlement. The ADR requirements stated in Section 4.9.1 - Section 4.9.3 and initiated pursuant to Section 4.3.1 do not preclude any Party from timely filing for and pursuing rehearing under 18 CFR. §385.713(b), or judicial review, of the inconsistent license article or any other license article that relates to subjects not listed as a Resolved Subject. However, the Parties shall follow the ADR procedures stated in Section 4.9.1 - Section 4.9.3 to the extent reasonably practicable while such appeal of an inconsistency is pursued. If any Party or non-Party files for administrative rehearing or judicial review of any New License article that is inconsistent with this Settlement, SCE's duties under this Settlement related to that license article are suspended to the extent necessary to enable SCE to comply with the license. If a Party has filed for rehearing or judicial review of any New License article that is inconsistent with this Settlement and the Parties subsequently agree to modify this Settlement to conform to the inconsistent article, the filing Party(s) shall take the necessary steps to withdraw the appeal, or recommend such withdrawal, as appropriate. Except as provided in Section 4.3.1 for omissions based on jurisdiction, if any New License article is inconsistent with this Settlement after a final and non-appealable administrative or judicial decision on the appeal, this Settlement shall be deemed modified to conform to the final decision unless a Party provides Notice that it disputes the inconsistency within 45 days after the date of the final decision and initiates the ADR procedures stated in Section 4.9.1 - Section 4.9.3. Parties are not required to initiate the ADR procedure for inconsistencies previously addressed in the ADR procedure, and are not required to initiate ADR for issues involving Unresolved Subjects.

4.4.2 JUDICIAL REVIEW OF FOREST SERVICE 4(E) CONDITIONS

To the extent legally available, a Party may seek administrative and/or judicial review of any 4(e) Condition that is inconsistent with this Settlement or is in addition to the Appendix A conditions and Appendix B terms. The ADR requirements of Section 4.9.1 - Section 4.9.3 do not preclude any Party from timely filing and pursuing review of any 4(e) Condition that is inconsistent with this Settlement, or any other 4(e) Condition that relates to a subject not within or encompassed by the Resolved Subjects. However, the Parties shall follow ADR procedures stated in Section 4.9.1 - Section 4.9.3 and initiated pursuant to Section 4.3.1, to the extent reasonably practicable while any such administrative or judicial review of an inconsistency is pursued. If a Party has filed for administrative or judicial review of any 4(e) Condition that is inconsistent with this Settlement and the Parties subsequently agree to modify this Settlement to conform to the inconsistent condition, the filing Party(s) shall take the necessary steps to withdraw the administrative or judicial review as appropriate. Except as provided in Section 4.3.2 for omissions based on jurisdiction, if any 4(e) Condition is inconsistent with this Settlement after the final and non-appealable decision by FERC, this Settlement shall be deemed modified to conform to the final decision, unless a Party provides Notice that it disputes the inconsistency within 45 days after the date of the final decision, and that Party initiates the ADR procedures stated in Section 4.9.1 - Section 4.9.3. Parties are not required to initiate the ADR procedure for inconsistencies previously addressed in an ADR procedure.

4.5 COOPERATION AMONG PARTIES

The Parties shall cooperate in the performance of this Settlement and compliance with the New Licenses articles and Appendix B terms. Among other things, the Parties shall cooperate in implementing the Appendix A conditions, performing monitoring, and conducting all other activities within their statutory or regulatory authorities related to the measures stated in Appendix A, as may be modified in any New License. Further, subject to Section 4.1, and upon SCE's request, the Parties shall provide written communications of support in any administrative approval that may be required for implementation of this Settlement or related articles of the New Licenses, provided this sentence shall not apply to the agency exercising the authority, and provided further, that this sentence shall not require FS to perform any act that in its discretion is deemed to be an inappropriate exercise of its discretionary authority.

4.5.1 RESPONSIBILITY FOR COSTS

SCE shall pay for the cost of actions required of SCE by this Settlement or the New Licenses. SCE shall have no obligation to reimburse or otherwise pay any other Party for its assistance, participation, or cooperation in any activities pursuant to this Settlement or the New Licenses, unless expressly agreed to by SCE or as required by law.

4.5.2 SCE SOLELY RESPONSIBLE FOR OPERATIONS OF PROJECT

By entering into this Settlement, none of the Parties, except for SCE, have accepted any legal liability or responsibility for the operation of the four Big Creek ALP Projects.

4.5.3 AVAILABILITY OF FUNDS

Implementation of this Settlement for a Party that is a federal agency is subject to the requirements of the Anti-Deficiency Act, 31 United States Code, §1341, and the availability of appropriated funds. Nothing in this Settlement is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. Implementation of this Settlement by Parties that are state agencies is subject to the availability of appropriated funds. Nothing in this Settlement is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the Treasury of the State of California. However, the lack of funds shall not excuse federal or state agencies from taking action inconsistent with this Settlement or taking action required by this Settlement that does not require the expenditure of funds.

4.5.4 FOREST SERVICE PARTICIPATION IN SETTLEMENT

The FS is not included in the definition of the words "Party" or "Parties" as used in Sections 3.2, 4.1, 4.2, 4.3.2, and 4.4.2 of this Settlement. Additionally, FS obligations under and participation in this Settlement are fulfilled (i) for Appendix A, upon issuance of the New Licenses containing 4(e) Conditions that are no longer subject to judicial review, and (ii) for Appendix B, upon FS compliance with any obligations under the Appendix B terms that specifically provide for a FS obligation. Notwithstanding any provision to the contrary, nothing in this Settlement is intended or shall be construed to create FS authority over a subject that is not within FS existing authority. The FS is not a party to, and takes no position regarding, the Appendix B terms that relate to obligations of SCE to other Parties to the Settlement or the obligations of other Parties' to SCE. The FS execution of the Settlement shall not be interpreted as support for, or opposition to, those Appendix B terms as they involve matters among SCE and the other Parties that are outside the jurisdiction over the FS.

4.5.5 DEPARTMENT OF THE INTERIOR PARTICIPATION IN SETTLEMENT

The DOI, and its component bureaus, are not included in the definition of the words "Party" or "Parties" as used in Sections 3.6, 4.1, 4.2, 4.5 (main paragraph only) and Appendix B of this Settlement. Notwithstanding any provision to the contrary, nothing in this Settlement is intended or shall be construed to create DOI authority over a subject that is not within DOI's existing authority. The DOI is not a party to, and takes no position regarding the provisions of Appendix B. DOI's execution of this Settlement shall not be interpreted as support for, or opposition to, Appendix B terms as they involve matters among SCE and the other Parties that are outside the jurisdiction of the DOI.

4.6 IMPLEMENTATION SCHEDULE

Implementation of the Appendix A conditions and Appendix B terms shall begin (i) after the New Licenses have been issued and are no longer subject to appeal, and (ii) consistent with the schedules specified in Appendix A (as may be modified by the New Licenses) and Appendix B. Unless a schedule is otherwise required in a New License or in the Appendices A or B terms within six months after issuance of a New License, SCE shall prepare and provide to all Parties a schedule for implementing the measures recommended in this Settlement and incorporated in an Amended Project License. The schedule shall specify dates or time periods for initiation, progress reporting, monitoring and completion, as appropriate, for each such measure and shall include milestones for major activities.

4.7 REOPENER OR FURTHER AMENDMENT OF NEW LICENSES

4.7.1 REOPENER

Except as required to fulfill statutory or regulatory responsibilities or to comply with court orders or as provided in Section 4.7.2, a Party to this Settlement may not request that FERC act upon the Resolved Subjects or modify or otherwise reopen, during the term of this Settlement, the Settlement conditions that are included in a New License. This shall not apply to Unresolved Subjects.

4.7.2 AMENDMENT

Nothing in this Settlement is intended or shall be construed to affect or limit the right of SCE to seek amendments to a New License, provided that SCE may seek a license amendment which would adversely affect this Settlement only if SCE can reasonably demonstrate in the amendment proceeding that the amendment is in furtherance of the public interest under the FPA or other applicable law. Prior to filing a proposed license amendment, which relates to a Resolved Subject or may otherwise adversely affect this Settlement, SCE shall provide the Parties at least 60 days Notice of its intention to do so, and promptly following the giving of such Notice, SCE shall consult with Parties responding within 30 days of such Notice regarding the need for and the purpose of the amendment. SCE shall not be required to comply with the 60 days Notice provision if insufficient time is available between the time SCE determines a license amendment application is necessary and the date the application is to be filed. In that event, SCE shall give Notice to the FS and U.S. Fish and Wildlife Service within 10 days of the determination that a license amendment application is necessary. Other Parties shall be provided Notice as soon as practicable. In any application for a license amendment that relates to a Resolved Subject or would otherwise affect this Settlement, SCE shall provide copies of the license amendment application to the Parties. SCE shall not oppose a timely intervention request by any Party.

4.7.3 INABILITY OF LICENSEE TO PERFORM

If SCE is unable to perform an obligation under Appendix A to this Settlement Agreement, due to an event or circumstances beyond SCE's reasonable control, SCE may file with FERC a request for relief. The Parties acknowledge that any FERC standard for the request for relief shall apply. In addition, SCE shall consider, in consultation with any Party that expresses an interest, if there are reasonable and feasible alternative measures that can be implemented to address the same Project objectives as those that SCE is unable to perform. If any Party provides Notice that it disagrees with the request for relief, SCE and the Disputing Party, along with other interested Parties, shall follow the ADR process in Section 4.9.

The ADR process shall attempt to reach agreement among the parties to the ADR on a reasonable and feasible alternative measure(s) to address the same Project objectives as are present in the obligation that SCE is unable to perform. This process does not preclude SCE from proceeding with its request for relief at FERC during the ADR process.

4.8 AMENDMENT OF SETTLEMENT

This Settlement may be amended at any time through the term of the New Licenses plus the term(s) of any annual license(s) which may be issued after the foregoing New Licenses have expired, after Notice of a proposed amendment, and with the unanimous agreement of all Parties still in existence. Any amendment of this Settlement shall be in writing and executed by the Parties still in existence.

4.9 DISPUTE RESOLUTION

4.9.1 GENERAL

Except to the extent that FERC, FS, or any other agency with jurisdiction over a Resolved Subject has a regulatory procedure that precludes implementation of Section 4.9.1 - Section 4.9.3, all disputes among the Parties regarding any Party's performance or compliance with this Settlement, including resolution of any disputes related to issuance of any New License article or 4(e) Condition shall be the subject of a non-binding ADR procedure among the disputing Parties, as stated in Section 4.9.1 - Section 4.9.3. Each Party participating in a dispute ("Disputing Party," or collectively, "Disputing Parties") shall cooperate in Good Faith to promptly schedule, attend, and participate in the ADR. The disputing Parties agree to devote such time, resources, and attention to the ADR as is needed to attempt to resolve the dispute at the earliest time feasible. Each Disputing Party shall implement promptly all final agreements reached, consistent with its applicable statutory and regulatory responsibilities. Nothing in Section 4.9.1 - Section 4.9.3 is intended, or shall be construed, to affect or limit the authority of FERC, FS, or any other agency with jurisdiction over a Resolved Subject, to resolve a dispute brought before that agency in accordance with its own administrative procedures and applicable law.

4.9.2 ADR PROCEDURES

A Party claiming a dispute shall give Notice of the dispute within 30 days of the Party's actual knowledge of the act, event, or omission that gives rise to the dispute, unless this Settlement provides otherwise. If the dispute includes a claim that any New License article or 4(e) Condition is inconsistent with this Settlement, and the claim arises, the Notice shall be made within the time periods specified in Sections 4.3.1 or 4.3.2, respectively. If the dispute includes a claim that any New License article or 4(e) Condition is inconsistent with this Settlement, and the claim arises during or after rehearing or appeal, the Notice shall be made within the time periods specified in Sections 4.4.1 or 4.4.2, respectively. At a minimum and in any dispute subject to these ADR procedures, the Disputing Parties shall hold two informal meetings within 30 days after Notice, to attempt to resolve the disputed issue(s). If a dispute is not resolved in the informal meetings, the Disputing Parties shall decide whether to use a neutral mediator, such as FERC's Office of Dispute Resolution Services. The decision whether to pursue mediation shall be made within 20 days after conclusion of the informal meeting. The Disputing Parties shall agree on an appropriate allocation of any costs of the mediator employed under this section. Mediation shall not occur if the Disputing Parties cannot agree on the allocation of costs. The Disputing Parties shall select a mediator within 30 days of the decision to pursue mediation. The mediation process shall be concluded not later than 60 days after the mediator is selected. The above time periods may be shortened or lengthened upon mutual agreement of the Disputing Parties.

The Disputing Parties shall provide Notice of any resolution of the dispute. The Notice shall: 1) restate the disputed matter, as initially described in the Dispute Initiation Notice; 2) describe the alternatives which the Disputing Parties considered for resolution; 3) state whether resolution was achieved, in whole or part, and state the specific relief agreed to as part of the resolution.

4.9.3 ENFORCEMENT OF SETTLEMENT AFTER DISPUTE RESOLUTION

Any Party may seek in a court or regulatory agency of competent jurisdiction specific performance of this Settlement by any other Party, after compliance with the ADR procedures stated in Section 4.9.1 - Section 4.9.3, or if the statute of limitations will expire on a claim, before or during compliance with the ADR procedures. No Party shall be liable in damages for any breach of this Settlement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Settlement, or any other cause of action arising from this Settlement. The time used to comply with the ADR procedures shall be excluded from computing any applicable statute of limitations, except where applicable law precludes such exclusion when computing time. Nothing in Section 4.9.1 - Section 4.9.3 is intended or shall be construed to affect or limit the jurisdiction of any agency or court as established under applicable law.

4.10 WITHDRAWAL FROM SETTLEMENT

4.10.1 WITHDRAWAL OF A PARTY FROM SETTLEMENT

A Party may withdraw from this Settlement only in the following circumstances: (a) a Disputing Party claiming a material breach or violation of this Settlement may withdraw once the Party has complied with the ADR procedures stated in Section 4.9.1 - Section 4.9.3 to attempt to resolve the dispute; (b) SCE seeks a license amendment under Section 4.7.2 over the objection of that Party that the amendment is inconsistent with the Settlement; or (c) a Party objecting to a final and non-appealable FERC order issuing a New License that is inconsistent with this Settlement may withdraw once the Party has complied with the ADR procedures stated in Section 4.9.1 - Section 4.9.3 to attempt to resolve the objection. In addition, SCE may withdraw as provided in Section 4.10.2. In addition, when required to fulfill statutory or regulatory responsibility, a Party that is an agency may suspend participation or, if necessary, withdraw from this Settlement, without first using the ADR procedures stated in Section 4.9.1 - Section 4.9.3. Finally, a Party may withdraw as provided in Section 5.3.

4.10.2 WITHDRAWAL OF SCE FROM SETTLEMENT

In addition to the provisions of Section 4.10.1, SCE may withdraw from this Settlement without first complying with the ADR procedures stated in Section 4.9.1 - Section 4.9.3 if a Party withdraws from this Settlement, and SCE reasonably determines at its sole discretion that the withdrawal (a) may adversely affect the likelihood of FS issuing 4(e) Conditions consistent with this Settlement; (b) may adversely affect FERC's issuance of New Licenses consistent with this Settlement; or (c) substantially diminishes the value of this Settlement to SCE. SCE shall exercise the right to withdraw from this Settlement as provided in this section within 60 days after SCE's knowledge of a Party withdrawing from the Agreement. If SCE withdraws from the Settlement prior to license issuance, SCE shall support any Agency Party's request of FERC for a stay of the licensing process to allow the Agency Parties to comply with FERC's regulatory processes.

4.10.3 METHOD OF WITHDRAWAL

A Party may exercise its right to withdraw from this Settlement by giving Notice. Withdrawal is effective 10 calendar days after Notice. A Party that is an agency may suspend participation in this Settlement as provided in Section 4.10.1 by giving Notice.

4.10.4 CONTINUITY AFTER WITHDRAWAL

The withdrawal of a Party, other than SCE, does not terminate this Settlement for the remaining Parties. If a Party withdraws from this Settlement, the withdrawing Party shall not be bound by any term contained in this Settlement.

4.11 TERMINATION OF SETTLEMENT

This Settlement shall terminate as to all Parties and have no further force or effect upon expiration of each of the New Licenses and any annual licenses issued after expiration thereof or upon SCE's withdrawal from this Settlement. If this Settlement is terminated, this Settlement and all documents related to its development and execution shall be deemed confidential and shall not be discoverable or admissible in any forum or proceeding for any purpose to the fullest extent allowed by applicable law, including 18 CFR. §385.606, unless such documents were provided to FERC or otherwise made a part of the public record at FERC. This provision does not apply to (i) the results of resource studies or other technical information developed for use by the Parties; and (ii) documents prepared by a Party may use the documents in any manner seen as appropriate by that Party.

5.0 GENERAL PROVISIONS

5.1 NON-SEVERABLE TERMS OF SETTLEMENT

The terms of this Settlement are not severable from each other. This Settlement is made on the understanding that each term is in consideration and support of every other term, and each term is a necessary part of the entire Settlement. If any part of the Settlement is declared to be unenforceable, illegal or unconstitutional, the entire Settlement is voidable by any Party upon sixty (60) days notice to the other Parties, unless all Parties agree, in writing, to accept revised terms and conditions.

5.2 NO THIRD PARTY BENEFICIARIES

Without limiting the applicability of rights granted to the public pursuant to applicable law, this Settlement shall not create, and shall not be construed to create, any right or interest in the public, or any member thereof, as a third party beneficiary hereof, and shall not authorize any non-Party to maintain a suit at law or equity pursuant to this Settlement. The duties, obligations and responsibilities of the Parties with respect to third parties shall remain as imposed under applicable law.

5.3 SUCCESSORS AND ASSIGNS

This Settlement shall apply to, and be binding on, the Parties and their successors and assigns. Upon completion of a succession or assignment, the initial Party shall no longer be a Party to this Settlement. No change in ownership of the four Big Creek ALP Projects or transfer of the New Licenses by SCE shall in any way modify or otherwise affect any other Party's interests, rights, responsibilities or obligations under this Settlement. Unless prohibited by applicable law, SCE shall provide in any transaction for a change in ownership of one or more of the four Big Creek ALP Projects or the New Licenses, that such new owner shall be bound by, and shall assume the rights and obligations of this Settlement upon completion of the change of ownership and approval by FERC of the license transfer, as it relates to the transfer project or license. In the event applicable law prohibits the new owner from assuming the rights and obligations of this Settlement, any Party may withdraw from this Settlement. A transferring or

assigning Party shall provide Notice to the other Parties at least thirty (30) days prior to completing such transfer or assignment.

5.4 FAILURE TO PERFORM DUE TO FORCE MAJEURE

No Party shall be liable to any other Party for breach of this Settlement as a result of a failure to perform or for delay in performance of any provision of this Settlement due to any cause reasonably beyond its control. This may include, but is not limited to, natural events, labor or civil disruption, or breakdown or failure of Project works. The Party whose performance is affected by a Force Majeure shall notify the other Parties in writing within seven (7) days after becoming aware of any event that such affected Party contends constitutes a Force Majeure. Such notice will identify the event causing the delay or anticipated delay; estimate the anticipated length of delay; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. The affected Party shall make reasonable efforts to promptly resume performance of this Settlement, and give the other Parties written notice when performance of its obligations can be resumed.

5.5 GOVERNING LAW

The New Licenses and any other terms of this Settlement over which a federal agency has jurisdiction shall be governed, construed, and enforced in accordance with the statutory and regulatory authorities of such agency. This Settlement shall otherwise be governed and construed under the laws of the State of California. By executing this Settlement, no federal agency is consenting to the jurisdiction of a state court unless such jurisdiction otherwise exists. All activities undertaken pursuant to this Settlement shall be in compliance with all applicable law.

5.6 ELECTED OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress shall be entitled to any share or part of this Settlement or to any benefit that may arise from the Settlement.

5.7 NO PARTNERSHIP

Except as otherwise expressly set forth herein, this Settlement does not and shall not be deemed to make any Party the agent for or partner of any other Party.

5.8 REFERENCE TO REGULATIONS

Any reference in this Settlement to any federal or state regulation shall be deemed to be a reference to such regulation or its successor regulation.

5.9 NOTICE

Except as otherwise provided in this section, any Notice required by this Settlement shall be written. It shall be sent to all Parties still in existence by first-class mail or comparable method of distribution, and shall be filed with FERC. For the purpose of

this Settlement, a Notice shall be effective 7 days after the date on which it is mailed or otherwise distributed. When this Settlement requires Notice in less than 7 days, Notice shall be provided by telephone, facsimile or electronic mail and shall be effective when provided. For the purpose of Notice, the list of authorized representatives of the Parties as of the Effective Date is attached as Appendix C. The Parties shall provide Notice of any change in the authorized representatives designated in Appendix C; and SCE shall maintain the current distribution list of such representatives.

5.10 SECTION TITLES FOR CONVENIENCE ONLY

The titles for the sections of this Settlement are used only for convenience of reference and organization, and shall not be used to modify, explain, or interpret any of the provisions of this Settlement or the intentions of the Parties.

5.11 NO OTHER COMMITMENTS AND NO PRECEDENT

This Settlement Agreement is made upon the express understanding that it constitutes a negotiated resolution based on unique facts. No Party shall be deemed to have approved, admitted, accepted or otherwise consented to any operation, management, valuation, or other principle underlying or believed to underlie any of the specific terms and conditions of the Settlement except as expressly declared herein. Nothing in this Settlement is intended or shall be construed as a precedent with regard to any other regulatory proceeding or the regulation of any other hydroelectric project.

5.12 SETTLEMENT DOCUMENT INTEGRATION

The Parties have been involved in discussions regarding the Resolved Subjects and other matters for several years. Numerous documents relating to the Big Creek ALP Project have been prepared during this period. No document other than this Settlement Agreement, unless specified otherwise herein, is to be considered as binding upon or creating any obligation among the Parties. This Settlement incorporates Appendix A, Appendix B, Appendices C-R, and the Amended PDEA to be prepared pursuant to Section 3.4, along with any attachments to the Amended PDEA. This Settlement is intended to and does constitute the complete and final expression of the agreement among the Parties with respect to the Resolved Subjects. Any and all prior and contemporaneous statements, negotiations, discussions, promises, agreements, conditions, and covenants are superseded and replaced by this Settlement.

6.0 EXECUTION OF SETTLEMENT

6.1 SIGNATORY AUTHORITY

Each signatory to this Settlement certifies that he or she is authorized to execute this Settlement and to legally bind the Party he or she represents, and that such Party shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such Party.

6.2 SIGNING IN COUNTERPARTS

This Settlement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all of the counterparts had signed the same instrument. Any signature page of this Settlement may be detached from any counterpart of this Settlement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Settlement identical in form hereto but having attached to it one or more signature pages.

WHEREFORE, for valuable consideration, which is hereby acknowledged, and by authorized representatives, the Parties execute this Settlement effective as of February 28, 2007.

Southern California Edison Company -

By:



Name:

Russ W. Krieger

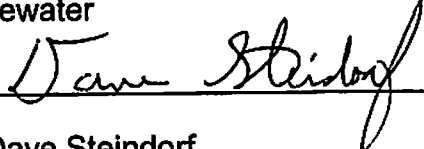
Title:

Vice President, Power Production

Date:

2/21/07

American Whitewater

By: 

Name: Dave Steindorf

Title: California Stewardship Director

Date: 2-9-2007

California Department of Fish and Game

By:

W. E. Loudermilk

Name:

William Loudermilk

Title:

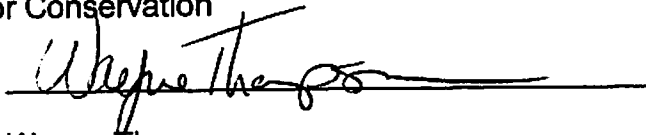
Regional Manager – Region 4

Date:

2/16/07

Fly Fishers for Conservation

By:



Name:

Wayne Thompson

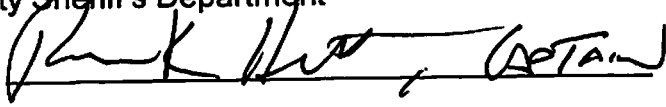
Title:

Conservation Officer

Date:

1-17-07

Fresno County Sheriff's Department

By:  CAPTAIN

Name: Rick Hill

Title: Captain

Date: 2/8/07

Friant Water Authority

By: 

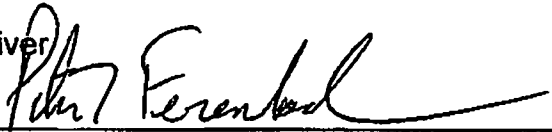
Name: Ronald D. Jacobsma

Title: General Manager

Date: 1/25/07

Friends of the River

By:




Name:

Peter Ferenbach

Title:

Executive Director

Date:

2/22/07


Huntington Lake Association

By: Maureen E. Barile

Name: Maureen Barile

Title: Secretary

Date: January 30, 2007

Huntington Lake Big Creek Historical Conservancy

By: Christine Oberti

Name: Christine Oberti

Title: Director / *President of Board of Directors*

Date: 1/29/07

Huntington Lake Volunteer Fire Department

A handwritten signature in black ink that reads "Robert Leach". The signature is written in a cursive style with a large, prominent initial "R".

By:

Name: Robert Leach

Title: Director

Date: February 13, 2007

Michahai Wuksachi

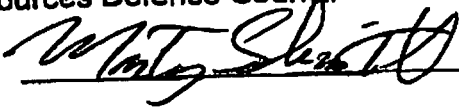
By: Ken Woodrow

Name: Ken Woodrow

Title: Tribal Chair

Date: 2/6/07

Natural Resources Defense Council

By: 

Name: Monty Schmitt

Title: Restoration Scientist, Western Water Project

Date: February 20th, 2007

SAMS Coalition

By: Katie Horst AKA Katherine Horst

Name: Katie Horst

Title: DIRECTOR

Date: 1-31-07

San Joaquin Paddlers Club

By: Paul Martzen


Name: Paul Martzen

Title: Conservation Chair

Date: Feb 13, 2007

San Joaquin River Trail Council

By:

_____

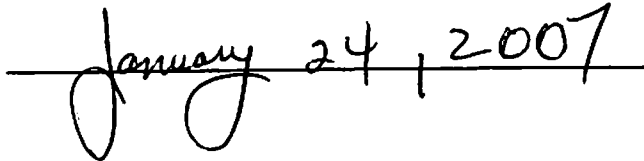
Name:

Steve Haze

Title:

President

Date:

_____

Shaver Crossing Railroad Station Group

By: Darinda Otto

Name: Darinda Otto

Title: Founder Shaver Crossing Railroad Station Group

Date: January 29, 2007

1

Sierra Mono Museum

By: Kelly Marshall

Name: Kelly Marshall

Title: Director

Date: 2/14/07

Sierra Resource Conservation District of the County of Fresno

By: Charles W Horst aka Toby Horst

Name: Toby Horst

Title: Director

Date: 1/31/07

Trout Unlimited

By:



Name:

Brian Johnson

Title:

Staff Attorney and Director, California Water Program

Date:

2/14/07

US Department of Agriculture, Forest Service

By: *Bernard Weingardt (for)*

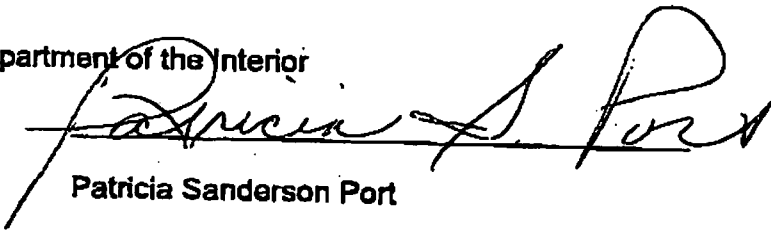
Name: Bernard Weingardt

Title: Regional Forester – Region 5

Date: FEB 22 2007

U.S. Department of the Interior

By:



Name:

Patricia Sanderson Port

Title:

Regional Environmental Officer

Date:

02/14/07