

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

CITY AND COUNTY OF SAN FRANCISCO,  
a California municipal corporation,  
acting by and through the Real Estate Division of its General Services Agency  
as Seller,

and

Pacific Gas and Electric Company,  
a California corporation,

as Buyer,

for the purchase and sale of

one underground electrical transmission line easement  
under a portion of  
McLaren Park

located in the City and County of San Francisco,  
State of California.

\_\_\_\_\_, 2026

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**EXHIBIT A** Description of Seller's Property

**EXHIBIT B** Easement Deed

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this “**Agreement**”) dated for reference purposes only as of \_\_\_\_, 2026, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**” or “**Seller**”), acting by and through the Real Estate Division of its General Services Agency, and the PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Buyer**”). City and Buyer sometimes are referred to collectively in this Agreement as the “**Parties**” or singularly as a “**Party**.”

### RECITALS

**A.** The San Francisco Recreation and Park Department (“**RPD**”) has jurisdiction over John McLaren Park (“**McLaren Park**”). At 312 acres in size, McLaren Park is the second largest park under RPD jurisdiction. Roadways in RPD jurisdiction, including in McLaren Park, are not considered public rights-of-way covered by existing franchise agreements. The park roadways are legally considered park land and carry all the legal obligations, rights and requirements as RPD park land.

**B.** PG&E intends to install, operate, and maintain a new, single circuit, 230 kV transmission line connecting existing transmission lines in Brisbane to the Egbert Switching Station in San Francisco to increase reliability of electric service to downtown San Francisco and provide operational flexibility (the “**Cable Project**”). The route will run between an existing Jefferson-Martin transmission line vault near the intersection of Guadalupe Canyon Parkway and Carter Street in the City of Brisbane and the new switching station at 1755 Egbert Avenue in the City and County of San Francisco. The transmission line alignment passes through McLaren Park between the intersection of Visitacion Avenue and Hahn Street/Mrs. Jackson Way and the intersection of Mansell Street and University Street, passing under Visitacion Avenue and Mansell Street between these two intersections. The Cable Project will involve both transmission line work and switching station work, including the construction of an approximately 3.1-mile, 230 kV cable route.

**C.** The need for creating pedestrian connections and improving safety through slowing vehicular speeds within McLaren Park has been established in RPD’s McLaren Park Vision Plan and is listed as a priority action of the San Francisco Planning Department’s Visitacion Valley Impact Fee Plan Area. RPD, in coordination with the community, developed a scope for the Visitacion Avenue Pedestrian and Bicycle Safety Project (“**Vis Ave Safety Project**”) that includes narrowing the roadway and adding protected bike lanes, new sidewalks, and lighting, and removing largely unused parking while maintaining parking in the high-use area between the McLaren Community Garden and Coffman Pool.

**D.** The Cable Project will benefit the City through strengthening system resiliency and resolving reliability concerns to meet the needs of the region’s growing population and will support continued economic vitality and bolster the resilience of the electric infrastructure.

**E.** The community benefits from reduced impacts by undergrounding the transmission line through McLaren Park instead of through residential neighborhood, both during construction and after.

**F.** The Vis Ave Safety Project is under the direction of RPD and will continue to be informed by community engagement, with project goals of increasing safety and improving pedestrian and bicycle access along a half mile stretch of Visitacion Avenue between Mansell Street and Hahn Street. Park users benefit from new sidewalk pedestrian connections to Herz Playground, McLaren Park Community Garden, McLaren Park Native Plant Garden, the park trail system and Visitacion Valley Middle School, with improved vehicular traffic safety and calming on Visitacion Avenue. In addition, the new Visitacion Avenue bikeway will connect the existing Mansell Street bikeway to the Visitacion Valley and Sunnydale neighborhoods, expanding the city's bike network.

**G.** The Sunnydale neighborhood, immediately adjacent to McLaren Park and Herz Playground and one block away from Visitacion Avenue, is being completely rebuilt as part of the Sunnydale HOPE SF Project that will include nearly 1,000 affordable homes, and approximately 700 new market rate units (a 30% increase in neighborhood homes), is a replacement of the obsolete San Francisco Housing Authority housing with new apartments. Residents of Sunnydale will benefit from the Vis Ave Safety Project's improved walking and biking facilities to safely access McLaren Park, Visitacion Valley Middle School and points beyond.

**H.** Herz Playground is located along Visitacion Avenue and the Herz Playground Renovation Project and includes underground infrastructure work in Visitacion Avenue in the same area that a portion of the Cable Project's underground duct bank will pass through and RPD and PG&E coordinated these projects.

**I.** The California Public Utilities Commission ("CPUC"), as lead agency, granted a Certificate of Public Convenience and Necessity in accordance with the California Environmental Quality Act for the Cable Project by Decision No. 20-06-037 on June 25, 2020.

**J.** The San Francisco Board of Supervisors approved and authorized the Director of Property to execute this Agreement and to take all other actions to implement this Agreement without further approval or other action by the Mayor or the Board by Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2026.

IN CONSIDERATION of the respective agreements set forth below, City and Buyer agree as follows:

**1. PURCHASE AND SALE**

**1.1 Purchase and Sale of Easement**

City will sell and convey the Easement to Buyer by a duly executed and acknowledged easement deed in the form attached as **Exhibit B** ("Deed"), subject to the terms, covenants, and conditions hereinafter set forth.

**1.2 Easement Areas; Nature of Easement**

The Easement Area is described and depicted in the exhibit to the Deed. The nature, scope, and conditions of the Easement is set forth in the Deed.

## **2. PURCHASE PRICE**

### **2.1 Purchase Price.**

Subject to the terms and conditions contained in this Agreement, City agrees to sell and convey the Easement to Buyer, and Buyer agrees to purchase the Easement from Seller, for the total purchase price of Nine Hundred and Fifty Thousand DOLLARS (\$950,000.00) (the "Purchase Price"), at the Close of Escrow (as defined in Section 3.3).

### **2.2 Deposits**

(a) Buyer shall deposit Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Deposit") in Escrow with Chicago Title Insurance Company, 500 Ygnacio Valley Rd #250, Walnut Creek, CA 94596, Attn: Tina Toye, Senior National Commercial Closer, Tina.Toye@ctt.com, (925) 949-7882 ("Title Company") within five (5) business days after the Effective Date. The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association licensed to do business in the State of California. Buyer's failure to deliver the Deposit as required under this Agreement shall entitle Seller, by written notice to Buyer, to terminate this Agreement as of the date of the notice. The Deposit shall be invested by the Title Company in a federally insured interest-bearing account, and the Deposit shall earn interest for the benefit of the Party entitled to the Deposit under this Agreement.

(b) If Buyer does not terminate this Agreement prior to expiration of the Due Diligence Period, then the Deposit shall become non-refundable to Buyer (except as set forth below). The Deposit shall be delivered to Seller and applied to the Purchase Price at Close of Escrow. If this Agreement terminates prior to Close of Escrow, pursuant to Article 4, then provided that Buyer is not in default, the Deposit shall be promptly returned to Buyer by the Title Company. If this Agreement terminates prior to Close of Escrow due to Buyer's default, Seller shall be entitled to retain the Deposit as set forth in Section 9.1.

### **2.3 Independent Consideration.**

In addition to the Deposit, Buyer shall deposit with the Title Company Five Hundred Dollars (\$500.00) ("Independent Consideration"), in immediately available funds, within five (5) business days after the Effective Date, as consideration for Buyer's right to inspect the Easement Area and for City's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, not applicable to the Purchase Price, and, notwithstanding any other provision of this Agreement, shall be retained by City if this Agreement terminates for any reason.

### **2.4 Balance of Purchase Price.**

Buyer shall deposit in Escrow with the Title Company an additional sum, in immediately available funds, equal to the balance of the Purchase Price (after application of the Deposit made by Buyer pursuant to Section 2.1) no later than 2:00 p.m. Pacific Time on the business day immediately preceding the Closing Date.

## **2.5 Funds**

All payments made pursuant to this Agreement will be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds.

### **3. ESCROW**

#### **3.1 Establishment and the Close of Escrow**

Buyer shall open an escrow ("Escrow") with the Title Company by delivering to the Title Company, the Deposit and a fully executed copy of this Agreement, within five (5) business days after the Effective Date. Subject to Section 3.3, the closing (the "Closing" or "Close of Escrow") shall occur no later than 5:00 p.m. Pacific time on a date (the "Closing Date") designated by Seller upon at least ten (10) business days' prior written notice to Buyer. If the Close of Escrow has not occurred on or before the scheduled Closing Date (as the same may have been extended by Seller) for any reason other than a default on the part of Seller or Buyer, then either Buyer or Seller may terminate this Agreement and the Escrow by giving written notice of such termination to the other Party, in which event Buyer shall be entitled to return of the Deposit, and this Agreement, the Escrow and the rights and obligations of the Parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

#### **3.2 Deposits into Escrow.**

(a) At least one (1) business day before the Closing Date, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.4;
- (ii) Buyer's share of the fees and charges described in Section 3.4;
- (iii) Buyer's escrow instructions consistent with the provisions of this Agreement; and
- (iv) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

(b) At least one (1) business day before Close of Escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) The Deed, prepared and duly executed by Seller in recordable form, conveying the Easement to Buyer;
- (ii) Seller's escrow instructions consistent with the provisions of this Agreement; and
- (iii) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company, including an Owner's Affidavit, if

required by the Title Company to issue the title insurance policy to Buyer described in Section 4.3, in a form approved by Seller, in Seller's sole and absolute discretion.

### **3.3 Closing**

The Closing will occur concurrently with the closing of the sale of that certain unimproved real property located in the City and County of San Francisco, identified as Assessor's Parcel No. [4629A/012] (the India Basin Property) by PG&E, as seller, to City, as buyer, subject to the provisions of Article 4 [Conditions to Closing] below. The "Close of Escrow" shall mean the time that the Deed is recorded in the official records of the County. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Article 4 have been satisfied or waived, the Parties shall instruct the Title Company to close Escrow by, among other actions:

- (a) Recording the Deed and instructing the San Francisco County Recorder to deliver the Deed to Buyer after recording;
- (b) Delivering to or for the account of Seller, the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.3, the Independent Consideration paid by Buyer pursuant to Section 2.2, and the amount, if any, payable to Seller pursuant to Section 3.4 and Section 3.5;
- (c) Delivering to Seller, "as-recorded" conformed copies of the Deed; and
- (d) Delivering to Buyer, the Affidavits and "as-recorded" conformed copies of the Deed and issuing and delivering to Buyer the title insurance policy described in Section 5.3.

### **3.4 Costs**

Seller and Buyer shall pay all transfer taxes and closing costs as follows:

- (a) Buyer shall pay the cost of the recording fees for recordation of the Deed; and
- (b) Buyer shall pay the real property conveyance or documentary transfer taxes charged by the City and County of San Francisco (the "City"), if any, with respect to the Deed, escrow fees charged by the Title Company, and the premium and endorsement charges for the policy of title insurance described in Section 5.3, and all other closing costs. Buyer shall also pay the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4.

## **4. CONDITIONS TO CLOSING**

### **4.1 Buyer's Conditions to Closing**

The following are conditions precedent to Buyer's obligation to purchase the Easement (collectively, "**Conditions Precedent**"):

- (a) Buyer's review and approval of the compliance of the Easement Area with all applicable laws, regulations, permits and approvals.
- (b) City will have delivered the items described in Section 3.2 above on or before the Closing (defined in Section 3.3 above).

(c) Title Company issuing and delivering to Buyer the title insurance policy described in Section 5.3 on or before the Closing.

If the sale of the Easement is not consummated because of a default under this Agreement on the part of City or if a Condition Precedent cannot be fulfilled because City frustrated such fulfillment by some affirmative act or negligent omission, at Buyer's sole election Buyer may either (i) terminate this Agreement by delivery of notice of termination to City, and neither Party will have any further rights or obligations under this Agreement, or (ii) elect to proceed with Closing of the Easement with respect to which all Conditions Precedent have been waived by Buyer or satisfied.

#### **4.2 Seller's Conditions to Closing.**

(a) The transactions contemplated by this Agreement will have been approved by all applicable City departments and agencies, at their respective sole discretion, within ninety (90) days after City executes and delivers this Agreement to Buyer.

(b) If required by City's Charter, City's Mayor and the Board of Supervisors, each at their sole discretion, will have enacted a resolution approving, adopting, and authorizing this Agreement and the transactions contemplated by this Agreement, within one hundred twenty (120) days after City executes and delivers this Agreement to Buyer.

(c) City will obtain the written approval of the State of California, acting by and through the Department of Parks and Recreation or its successor in accordance with Section 6(a), Ownership of Property, below.

### **5. TITLE INSURANCE**

**5.1** It shall be a condition precedent to Buyer's obligation to purchase the Easement that Seller convey the Easement to Buyer, subject only to the following exceptions ("Permitted Encumbrances"):

(a) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 5.2 below, and the standard printed exceptions to the form of policy of title insurance described in Section 5.2;

(b) Any matters affecting title to the Easement created by or with the consent of Buyer; and

(c) All matters which would be disclosed by an inspection of the Easement or a properly prepared ALTA survey of the Property.

At the Close of Escrow, Buyer shall accept the Deed subject to the Permitted Encumbrances, and shall not be entitled to any credit against the Purchase Price with respect to any of the Permitted Encumbrances.

#### **5.2 Title Review.**

Promptly after the Effective Date, Buyer shall cause the Title Company to issue a preliminary title report for the Property ("Title Report"), together with copies of the instruments

underlying any exceptions referred to therein. Within thirty (30) days after the Effective Date (the "Title Review Period"), Buyer shall give Seller and the Title Company written notice ("Buyer's Title Notice") of Buyer's approval or disapproval of any matters shown in the Title Report. The failure of Buyer to deliver Buyer's Title Notice prior to expiration of the Title Review Period shall be deemed Buyer's approval of all matters shown in the Title Report. If Buyer timely disapproves of any matter shown in the Title Report, Seller may, within fifteen (15) days after receipt of Buyer's Title Notice ("Seller's Title Response Period"), give Buyer written notice ("Seller's Title Notice") of those disapproved title matters, if any, which Seller is willing and able to remove from title to the Property by Close of Escrow, including by Title Company's offer to issue endorsements to Buyer's title policy or other manner reasonably satisfactory to Buyer. Seller shall have no obligation to remove, but may, in its sole and absolute discretion, elect to remove any title matters disapproved by Buyer. Seller's failure to deliver Seller's Title Notice prior to expiration of Seller's Title Response Period shall be deemed Seller's refusal to remove the disapproved title matters. If Seller is unwilling or unable to remove, or is deemed to refuse to remove, any of the title matters disapproved by Buyer, then Buyer shall have the right, upon written notice given to Seller within five (5) days after the earlier of (a) receipt of Seller's Title Notice or (b) expiration of Seller's Title Response Period, to terminate this Agreement. If Buyer so elects to terminate this Agreement, then, provided that Buyer shall not be in default hereunder, Buyer shall be entitled to return of the Deposit, and this Agreement, the Escrow and the rights and obligations of the Parties hereunder shall terminate, except for obligations that expressly survive the termination of this Agreement. If Buyer fails to timely notify Seller of its election to terminate this Agreement pursuant to this Section 4.2, then Buyer shall be deemed to have elected to accept the Easement subject to the disapproved title matters.

**5.3** Upon the Close of Escrow, Buyer shall cause the Title Company to issue to Buyer either an ALTA or CLTA title insurance policy in the amount of the Purchase Price (or other such amount as may be reasonably acceptable to Buyer) insuring that title to the Easement is vested in Buyer, subject only to the Permitted Encumbrances.

## **6. REPRESENTATIONS AND WARRANTIES**

City represents and warrants to and covenants with Buyer as follows:

(a) **Ownership of Property.** To the actual knowledge of City, City is the sole fee owner of City's Property, and will own it at the time of the Closing, free and clear of all liens, leases, occupancy agreements, claims, encumbrances, easements, and rights of way of any nature (whether disclosed in the public record or not), except only the Accepted Conditions of Title and Buyer's rights to acquire the Easement as set forth in this Agreement. City has determined that pursuant to that certain Notice of Unrecorded Grant Agreement recorded on June 13, 2008 in Reel J662, Image 0405 of Official Records of the City and County of San Francisco the City's Property (including any portion of it or interest in it) may not be sold or transferred without the written approval of the State of California, acting by and through the Department of Parks and Recreation or its successor ("State Approval"). State Approval will be required as a condition precedent to City's sale of the Property to Buyer, and therefore, the obligation of each Party to close the sale of the Property shall be conditioned upon obtaining such State Approval at or before the Closing.

(b) **Signing Authority.** City and the signatories on City's behalf represent and warrant that the signatories on City's behalf to this Agreement are authorized to enter into this

Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of City.

(c) No Leases. There are now, and will be at the time of Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting any portion of the Easement Areas or that would affect Buyer's access to or use of any portion of the Easement Areas, as contemplated by the Deed except as stated in the Preliminary Report.

(d) No Property Defects or Legal Violations. To the best of City's knowledge, City has not received any notices regarding violations of any laws, rules, or regulations applicable to any portion of the Easement Areas.

(e) Seller Not a "Foreign Person". Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. INTENTIONALLY OMITTED

10. INTENTIONALLY OMITTED

11. GENERAL PROVISIONS

**11.1 Notices**

Any notice, consent, or approval required or permitted to be given under this Agreement will be in writing and will be given by (a) hand delivery, against receipt, (b) reliable next-business-day courier service that provides confirmation of delivery, or (c) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either Party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provided above):

City:

To: Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property  
Re: Egbert Avenue Easement

with copy to: Anna Parlato Gunderson  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682

Buyer

To: If by registered or certified mail, return receipt requested:  
Steve McClure, Senior Right of Way Agent  
PG&E Land Management  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Steve.McClure@pge.com

With concurrent copies to:  
Pacific Gas and Electric Company  
Attn: Law Department  
P.O. Box 1018  
Oakland CA 94604-1018  
Attn: Managing Counsel,  
Law Gas and Electric Operations  
Tara.Kaushik@pge.com

If by personal delivery or courier service:  
Pacific Gas and Electric Company  
Attn: Steve McClure, Senior Right of Way Agent  
300 Lakeside Drive, Suite 210  
Oakland CA 94612

With concurrent copies to:  
Pacific Gas and Electric Company  
Law Department, 19<sup>th</sup> Floor  
300 Lakeside Drive  
Oakland, CA 95610  
Attn: Managing Counsel,  
Law Gas and Electric Operations Group

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, or rejected delivery. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one Party to the other will be for convenience of communication only; neither Party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice

**11.2 Brokers and Finders**

Neither Party has had any contact or dealings regarding the Easement, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated by this Agreement. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or

communication, the Party through whom the broker or finder makes his or her claim will be responsible for such commission or fee and will indemnify and hold harmless the other Party from all claims, costs, and expenses (including reasonable attorneys' fees and disbursements) incurred by the indemnified Party in defending against the same. The provisions of this Section will survive the Closing.

### **11.3 Successors and Assigns**

This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, administrators, and assigns.

### **11.4 Amendments; Waivers**

Except as otherwise provided in this Agreement, **(a)** this Agreement may be amended or modified only by a written instrument executed by Buyer and City, **(b)** no waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver, **(c)** no waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, and **(d)** no waiver will constitute a continuing waiver unless the written waiver so specifies.

### **11.5 Continuation and Survival of Representations and Warranties**

All representations and warranties by the respective Parties contained in, or made in writing pursuant to, this Agreement are intended to be, and will remain, true and correct as of the Closing, will be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective Parties contained in this Agreement or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), will survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement. All statements contained in any certificate or other instrument delivered at any time by or on behalf of City in conjunction with the transaction contemplated by this Agreement will constitute representations and warranties under this Agreement.

### **11.6 Governing Law**

This Agreement will be governed by California law and City's Charter. There will be no obligation for the payment of money by City under this Agreement unless City's Controller first certifies, pursuant to Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum.

### **11.7 Merger of Prior Agreements; No Inducement**

The Parties intend that this Agreement (including all of the attached exhibits and schedules and any documents specifically described in this Agreement, which are hereby incorporated into this Agreement by reference) will be the final, complete, and exclusive expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The Parties further intend that this Agreement will constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including term sheets and prior drafts or changes to such drafts) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The Parties' making, execution, and delivery of this Agreement has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

### **11.8 Parties and Their Agents; Approvals**

As used herein, the term "Agents" when used with respect to either Party will include the agents, employees, officers, contractors, and representatives of such Party. Subject to applicable law, all approvals, consents, or other determinations permitted or required by City under this Agreement will be made by or through the City's Director of Property or Acting Director of Property, unless otherwise provided in this Agreement.

### **11.9 Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and will not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular will be deemed to include the plural and vice versa, and each gender reference will be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in his Agreement. In addition, each Party has been represented or had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used. The provisions of this Agreement will be interpreted in a reasonable manner to affect the purposes of the Parties and this Agreement.

### **11.10 Intentionally Omitted**

### **11.11 Intentionally Omitted**

### **11.12 Severability**

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to any person or circumstances, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances

other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

### **11.13 Sunshine Ordinance**

Buyer understands and agrees that under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement are public records subject to public disclosure. Buyer hereby acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

### **11.14 Conflicts of Interest**

Through its execution of this Agreement, Seller acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Seller becomes aware of any such fact during the term of this Agreement, Seller will immediately notify City.

### **11.15 Notification of Limitations on Contributions**

Through its execution of this Agreement, Seller acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from any department of the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Seller acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Seller further acknowledges that the **(i)** prohibition on contributions applies to each Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller; and **(ii)** within thirty (30) days of the submission of a proposal for the contract, the City department with whom Seller is contracting is obligated to submit to the Ethics Commission the parties to the contract and any subcontractor. Additionally, Seller certifies that Seller has informed each of the persons described in the preceding sentence of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

### **11.16 Non-Liability of City Officials, Employees, and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee, agent, or consultant of City will be personally liable to Buyer, its successors and assigns, in the event of any default or breach by City or for any amount that may become due to Buyer, its successors and assigns, or for any obligation of City under this Agreement.

#### **11.17 Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

#### **11.18 Effective Date**

As used in this Agreement, the term “**Effective Date**” will mean the date on which the execution and delivery of this Agreement by both Parties is concluded and the transactions contemplated by the Agreement will have been authorized **(a)** in a manner required by law governing City, **(b)** by a duly adopted resolution of the Recreation and Park Commission, and **(c)** if required by City’s Charter, by a duly adopted resolution of City’s Board of Supervisors and Mayor.

#### **11.19 Cooperative Drafting**

This Agreement has been drafted through a cooperative effort of the Parties, and the Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party will be considered the drafter of this Agreement, and no presumption or rule that an ambiguity will be construed against the Party drafting the clause will apply to the interpretation or enforcement of this Agreement.

*[Signatures on next page]*

The Parties have duly executed this Agreement as of the respective dates written below.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth

Its: Director of Property

Date: \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

BUYER:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Description of Seller's Property**

**EXHIBIT B**

**Easement Deed**

*[See attached]*