

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

WITH COPIES TO:

San Francisco Public Utilities Commission
Real Estate Services Division
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director

and

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

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

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

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

2025093 (01-25-032) 7 25 1
S-1426 L-132 MP 49.58 SFPUC Biosolids Facilities Meter

Exclusive Utility Easement

CITY AND COUNTY OF SAN FRANCISCO (“**Grantor**” or “**City**”), through its Public Utilities Commission (“**SFPUC**”), a municipal corporation, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantee**” or “**PG&E**”), the receipt of which is hereby acknowledged, grants to Grantee an exclusive easement and the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way, on, over, and under the easement area described below, and the right, as Grantee shall from time to time deem necessary to discharge gas into the atmosphere, and to pave and enclose with a fence the easement area, lying within the Grantor’s lands (“**Grantor’s Lands**”) situated in the City of San Francisco, County of San Francisco, State of California, and described as follows:

(APN 5262-009)

The parcel of land described and designated LANDS in EXHIBIT “A” attached hereto and made a part hereof.

The easement area is described as follows:

The parcel of land described and designated EASEMENT AREA in Exhibit “A” and shown upon Exhibit “B” attached hereto and made a part hereof. Grantee shall have the right to use such unimproved lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the facilities.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across Grantor’s Lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands.

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees, roots, brush, and vines outside of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed

hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantee covenants and agrees:

- (a) to promptly backfill any excavations made by it on the easement area.
- (b) to repair any damage to the lands caused by Grantee as a result of exercising its right of ingress and egress granted herein.
- (c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.
- (d) not to bring Hazardous Material upon, keep, use, store, generate or dispose of in, on or about the easement area, or transported to or from the easement area, except as reasonably necessary to perform the activities authorized by this Easement. Grantee shall immediately notify the Grantor when Grantee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the easement area. Grantee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Grantee or its agents or invitees cause a release of Hazardous Material, Grantee shall, without cost to Grantor and in accordance with all laws and regulations, return the easement area to the condition immediately prior to the release. For purposes hereof, "**Hazardous Material**" means material that "hazardous substance" pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the easement area.
- (e) to maintain, at its sole cost, the easement area in a good, clean, safe, secure, sanitary and orderly condition, so far as the easement area may be affected by Grantee's activities hereunder.
- (f) to bear all costs or expenses of any kind or nature in connection with its use of the easement area, and shall keep the easement area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the easement area.
- (g) Grantee's non-use of the easement area for a continuous period of five years shall be conclusive evidence of abandonment, provided, i) Grantor shall first give Grantee written notice of its intent to terminate based on abandonment and Grantee shall have no less than ninety (90) days' to object, and ii) all deactivated facilities within said easement area have been abandoned to Grantee's current standards. If Grantee fails to demonstrate non-abandonment of the easement area during the ninety (90) day period, this easement will terminate and Grantee shall, upon Grantor's written request and expense, execute and deliver a quitclaim deed or other instrument removing this easement from title. In the event that Grantor elects to relocate or remove the facilities, Grantor shall be responsible for all costs of relocation or removal in accordance with

PG&E's current Tariffs, up to and including the transmission service and main tap. Grantee's use of less than all of the easement area or its intended use, regardless of duration, shall not be considered abandoned. Natural disasters, acts of war, or other circumstances beyond Grantee's reasonable control shall not be deemed abandoned or considered in calculating any period of abandonment.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substance, or drill or operate any well, or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within the easement area, or grant any easement or other use on, over, or under the easement area.

Grantee's primary access to the easement area shall be from the adjacent public right of way known currently as Jerrold Avenue. Grantee's secondary access, if needed, shall be through Grantor's Lands. When utilizing its secondary access, Grantee shall only access the easement area by such streets as now or hereafter exist or, in the absence of any paved streets, by such route or routes as shall occasion the least injury to the adjoining property, as will be mutually agreed to by the parties.

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

Exhibit "C" containing City's General Real Property Contract Conditions is incorporated into and made a part of this easement agreement between PG&E and City.

Notices:.

Except as otherwise expressly provided herein, any notice given under this easement agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

If to **City**:

Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property
Re: R-2026 SFPUC Biosolids Facilities Meter, Jerrold Ave

and:

Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director
Re: R-2026 SFPUC Biosolids Facilities Meter, Jerrold Ave

If to **PG&E**:

Pacific Gas and Electric Company
Land Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library
Re: R-2026 SFPUC Biosolids Facilities Meter, Jerrold Ave

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 1018
Oakland, CA 94612-9991
Attn: Managing Counsel, Law Regulatory
Re: R-2026 SFPUC Biosolids Facilities Meter, Jerrold Ave

Notices herein shall be deemed given two (2) business days after the date when it was mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

PG&E shall immediately notify the SFPUC's Wastewater Enterprise Southeast Treatment Plant Chief's Office by telephone at 415-920-4700 of any emergency or incident requiring emergency response.

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

General Provisions:

(a) This easement agreement may be amended or modified only in writing signed by City and PG&E and recorded in the Official Records of San Francisco County. (b) No waiver by any party of any of the provisions of this easement agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the SFPUC's General Manager or other authorized City official. (d) This instrument (including any exhibit hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this easement agreement are for convenience of reference only and shall be disregarded in the interpretation of this easement agreement. (f) Time is of the essence. (g) This easement agreement shall be governed by California law and the City's Charter. (h) Subject to the prohibition against assignments or other transfers by PG&E hereunder, this easement agreement shall be binding upon and inure to the benefit of the parties and their respective heirs,

representatives, successors and assigns.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EASEMENT AGREEMENT, PG&E ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS EASEMENT AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[Signatures on following page.]

Dated _____, 20____.

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Stephen Hughes
Supervisor, Land Rights

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth
Director of Property

RECOMMENDED:

By: _____
Dennis J. Herrera, General Manager
San Francisco Public Utilities Commission

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
R. Edward Peterson
Chief Surveyor

Exhibit “A”

Description of Grantor’s Lands and Easement Area

[attached]

EXHIBIT "A"

LANDS

Lots 33, 34, 35, and 36 in Block 181 as shown upon the map entitled "Plan of the O'Neill and Haley Tracts" filed for record January 31, 1867 and recorded in Map Book "2, A & B" at page 27, San Francisco County Records.

EASEMENT AREA

Commencing at the most southerly corner of PARCEL B as described in the joint deed from Southern Pacific Company, a Delaware corporation, to the City and County of San Francisco, a municipal corporation, dated May 14, 1948 and recorded in Liber 4990 of Official Records at page 257, San Francisco county records and running thence:

- (a) south 54°28'21" east, along the northeasterly line of Jerrold Ave, 21.35 feet to the **TRUE POINT OF BEGINNING**; thence leaving said northeasterly line of Jerrold Ave at a right angle
- (1) north 35°31'39" east, 32.00 feet; thence
- (2) south 54°28'21" east, 92.00 feet; thence
- (3) south 35°31'39" west, 32.00 feet to a point on the northeasterly line of Jerrold Ave; thence
- (4) north 54°28'21" west along said northeasterly line of Jerrold Ave 92.00 feet to the true point of beginning.

Containing an area of 2,944 square feet, more or less.

The foregoing description is based on a survey performed by Mark Thomas and Company in June 2025. The basis of bearings used is based on the monument line on Jerrold Avenue between Rankin Street and Phelps Street held as S 54°28'21" E as shown on Record of Survey No. 8848 filed for record August 28, 2020 in Book JJ of Survey Maps at pages 4-8, San Francisco County Records. The monument line was established by holding SF MID 35532 on Rankin Street shown on said Record of Survey No. 8848 and a cut cross on the southeasterly curb line of Phelps Street shown on the Parcel Map filed for record July 8, 1980 in Book 16 of Parcel Maps at page 29.

Exhibit A Prepared By:
Pacific Gas & Electric Company



Andrew E. Lam, PLS 9397 12/10/2025
Date




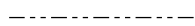
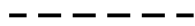

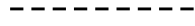



Exhibit “B”

Depiction of Easement Area

[attached]

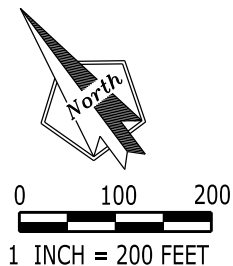
EVANS AVENUE

LEGEND

-  SUBJECT PARCEL LINE
-  PARCEL LINE
-  LD 2302-05-10144 EASEMENT LINE
-  MONUMENT LINE
-  SURVEY TIE LINE
-  OLD LOT LINE
-  FOUND CITY MONUMENT AS NOTED
-  FOUND CUT CROSS MONUMENT AS NOTED
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- S.F.C.R. SAN FRANCISCO COUNTY RECORDS
- R1 RECORD OF SURVEY NO. 8848 BOOK JJ
OF SURVEY MAPS PAGES 04-08, S.F.C.R.
- R2 PARCEL, BOOK 16 OF PARCEL MAPS,
PAGE 29, S.F.C.R.
- ② LANDS OF SAN MATEO COUNTY TRANSPORTATION
PARCEL B, LIBER 4990 PG. 257, S.F.C.R.,
APN: 5262-011

①
**LANDS OF CITY AND COUNTY
OF SAN FRANCISCO**
APN: 5262-009 (portion)
A PORTION OF LOTS 33-36, BLOCK 181
MAP BOOK "2, A&B" PG. 27, S.F.C.R.

SEE SHEET 2 OF 2
FOR GREATER DETAIL



FAIRFAX AVENUE
GALVEZ AVENUE
HUDSON AVENUE
INNES AVENUE

PHELPS STREET

JERROLD AVENUE

APN 5281-001

APN 5280-001

QUINT ST

AUTHORIZATION
74062822

BY MARK THOMAS
DR SGHD
CH CLGW
O.K. A9L2
DATE 12/10/2025

EXHIBIT B
S-1426 L-132 MP 49.58 SFPUC
BIOSOLIDS FACILITIES METER
SAN FRANCISCO, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



| | | |
|----------------|-----------------------|------|
| JCN | 01-25-032 | |
| AREA | AREA 1, SAN FRANCISCO | |
| COUNTY | SAN FRANCISCO | |
| SCALE | 1" = 200' | |
| SHEET NO. | 1 | OF 2 |
| DRAWING NUMBER | L-10784 | |
| CHANGE | 0 | |



0 20 40
1 INCH = 40 FEET



CUT TOP CONC. BASE
TO ELECTROLIER (R2)
SF MID #35532

N35°31'18"E
15.48'(R1)

BASIS OF BEARINGS
S54°28'21"E (R1)
1378.37' (Total)(R1)
343.05'

RANKIN ST
(64' WIDE)

PARCEL B
LIBER 4990
PG.257
S.F.C.R.

74.00'
N35°31'39"E

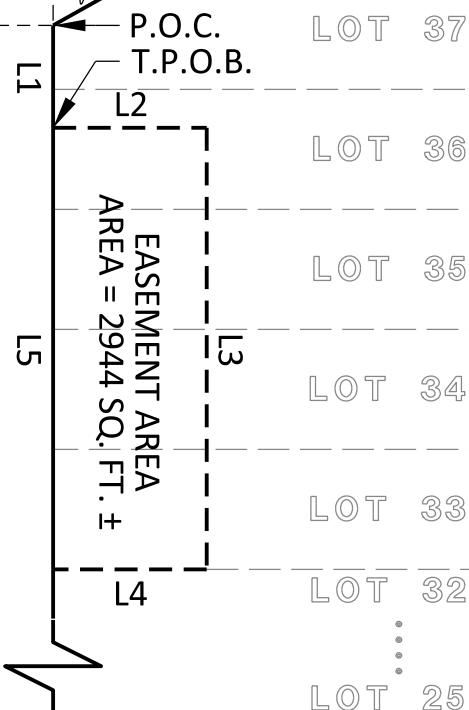
JERROLD AVE
(80' WIDE)

6.00'

PHELPS ST
(64' WIDE)

CUT CROSS IN CURB
ON PHELPS ST (R2)

S35°31'18"W 106.00'



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S54°28'21"E | 21.35' |
| L2 | N35°31'39"E | 32.00' |
| L3 | S54°28'21"E | 92.00' |
| L4 | S35°31'39"W | 32.00' |
| L5 | N54°28'21"W | 92.00' |

AUTHORIZATION
74062822

BY MARK THOMAS
DR SGHD
CH CLGW
O.K. A9L2
DATE 12/10/2025

EXHIBIT B
S-1426 L-132 MP 49.58 SFPUC
BIOSOLIDS FACILITIES METER
SAN FRANCISCO, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN 01-25-032
AREA AREA 1, SAN FRANCISCO
COUNTY SAN FRANCISCO
SCALE 1" = 40'
SHEET NO. 2 OF 2
DRAWING NUMBER L-10784
CHANGE 0

Attach to LD: 2302-05-10144

Area, Region or Location: 1

Land Service Office: Concord

Line of Business: Gas Transmission (52)

Business Doc Type: Easements

MTRSQ: 23.02.05.22.24, 23.02.05.22.21, 23.02.05.22.23, 23.02.05.22.22,

FERC License Number: N/A

PG&E Drawing Number: L-10784

Plat No.: Gas 4-E05A, Electric C0506

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Utility Lot Easement (108)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 74062823, 47062822

JCN: 01-25-032

County: San Francisco

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: SGHD

Checked By: A9L2

Approved By: E1AJ (12/05/2025)

Revised by:

Exhibit "C"

The following City General Real Property Contract Conditions is hereby incorporated into and made a part of the Exclusive Utility Easement between PG&E and the SFPUC (the Parties) dated _____. The Parties expressly agree that this Exhibit applies only to the work that occurs on the easement area that is the subject of the Exclusive Utility Easement, and not to PG&E generally.

1. Compliance with Laws. Grantee shall, at its expense, conduct and cause to be conducted all activities on the easement area allowed hereunder in a safe and prudent manner and in compliance with all applicable laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Grantee shall, at its sole expense, procure and maintain in force at all times during its use of the easement area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Grantee understands and agrees that Grantor is entering into this easement agreement in its capacity as a property owner with a proprietary interest in the easement area and not as a regulatory agency with police powers. Nothing herein shall limit in any way Grantee's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

2. Assignment. This easement shall not be assigned, conveyed or otherwise transferred by PG&E without the prior written consent of City. Such consent shall not be unreasonably withheld, conditioned or delayed.

3. Joint Venture of Partnership; No Authorization. This easement agreement does not create a partnership or joint venture between City and PG&E as to any activity conducted by PG&E on, in or relating to the easement area. The giving of this easement agreement by City does not constitute authorization or approval by City of any activity not expressly agreed to herein conducted by PG&E on, in or relating to the easement area.

4. Sunshine Ordinance. PG&E understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the California Public Records Act (Gov. Code Section 7920.000 et seq.), affect this easement agreement and any and all records, information, and materials submitted to the City hereunder public records subject to public disclosure. PG&E hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this easement agreement except for trade secrets or confidential competitive information which may be withheld from disclosure under applicable law.

5. MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Section 12F are incorporated by this reference and made part of this easement agreement. By signing this easement agreement, PG&E confirms that PG&E has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

6. Covenant Not to Discriminate. In the performance of this easement agreement and use of the

easement area, PG&E agrees not to discriminate against any employee of, any City employee working with, or applicant for employment with PG&E, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of those protected classes, or in retaliation for opposition to discrimination against those classes.

7. Subcontracts. PG&E shall include in all subcontracts relating to the easement area a non-discrimination clause applicable to such subcontractor in substantially the form of the Covenant Not to Discriminate section 6 above. In addition, PG&E shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c) – (k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. PG&E's failure to comply with the obligations in this Subsection shall constitute a material breach of this easement agreement.

8. Non-Discrimination in Benefits. PG&E does not as of the date of this easement agreement and will not during the term of this easement agreement, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 131.2(b) of the San Francisco Labor and Employment Code.

9. Condition to Permit. As a condition to this easement agreement, PG&E will execute the City's Declaration: Nondiscrimination in Contracts and Benefits form with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division ("CMD"). PG&E hereby represents that prior to execution of this easement agreement, (a) PG&E executed and submitted to the CMD the required form with supporting documentation, and (ii) the CMD approved the form.

10. Incorporation of Labor and Employment Code Provisions by Reference. The provisions of Articles 131 and 132 of the San Francisco Labor and Employment relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this easement agreement as though fully set forth herein. PG&E shall comply fully with and be bound by all of the provisions that apply to this easement agreement under such Articles of the Labor and Employment Code, including but not limited to the remedies provided in such Articles. Without limiting the foregoing, PG&E understands that pursuant to Sections 131.2(h) and 132.3(g) of the San Francisco Labor and Employment Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this easement agreement may be assessed against PG&E and/or deducted from any payments due PG&E.

11. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. PG&E agrees that, except as permitted by the application of Sections 802(b) and 803(b), PG&E shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this easement agreement.

12. Notification of Limitations on Contributions. Through its execution of this easement agreement, PG&E 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 the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (a) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. PG&E 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 \$50,000 or more. PG&E further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of PG&E's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in PG&E; any subcontractor listed in the contract; and any committee that is sponsored or controlled by PG&E. Additionally, PG&E acknowledges that PG&E must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. PG&E further agrees to provide to City the names of each person, entity or committee described above.

13. Possessory Interest Taxes. PG&E recognizes and understands that this easement agreement may create a possessory interest subject to property taxation and that PG&E may be subject to the payment of property taxes levied on such interest under applicable law. PG&E agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on PG&E's interest under this easement agreement or use of the easement Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on PG&E's usage of the easement area that may be imposed upon PG&E by applicable law. PG&E shall pay all of such charges when they become due and payable and before delinquency.

14. Pesticide Prohibition. PG&E shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") which (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require PG&E to submit to the City's Office of the City Administrator, Real Estate Division, an integrated pest management ("**IPM**") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that PG&E may need to apply to the easement area during the term of

this easement agreement, (ii) describes the steps PG&E will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (iii) identifies, by name, title, address and telephone number, an individual to act as the PG&E's primary IPM contact person with the City. In addition, PG&E shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

15. Prohibition of Tobacco Sales and Advertising. PG&E acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the easement area. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

16. Prohibition of Alcoholic Beverage Advertising. PG&E acknowledges and agrees that no advertising of alcoholic beverages is allowed on the easement area. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

17. Conflicts of Interest. Through its execution of this easement agreement, PG&E 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 Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if PG&E becomes aware of any such fact during the term of this easement agreement, PG&E shall immediately notify the City.