

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

And to:

PG&E

Pacific Gas and Electric Company

300 Lakeside Drive, Suite 210

Oakland, CA 94612

Attn: Land Rights Library

The undersigned hereby declares this instrument to be exempt  
from Recording Fees (CA Govt. Code § 27383) and  
Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and  
S.F. Bus. & Tax Reg. Code § 1105)

APN: 6220-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT DEED**

(Underground Electrical Transmission Line Easement)

**RECITALS**

**A.** The San Francisco Recreation and Park Department (“**RPD**”) has jurisdiction over John McLaren Park (“**McLaren Park**”). At approximately 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, with, in addition, the new Visitacion Avenue bikeway that 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.

## AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("**City**" or "**Grantor**"), acting by and through the Real Estate Division of its General Services Agency, ”), hereby grants to the **PACIFIC GAS AND ELECTRIC COMPANY** ("**PG&E**" or "**Grantee**") a California corporation, and (City, PG&E, and their successors and permitted assignees, each, a "**Party**") an easement to install, operate and maintain an underground electric transmission line (the "**Easement**") under certain portions of Grantor’s real property located in the City of San Francisco, County of San Francisco, State of California, more particularly described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "**Easement Area**").

Grantor will retain such rights and privileges to use the Easement Area as are not inconsistent with this Easement, subject to the conditions, covenants, and restrictions in this deed ("**Easement Deed**"). Grantor will not do or allow anything in, on, under, or about the Easement Area that could damage or interfere with Grantee’s Facilities (as defined in **Section 1 [Nature of Easement]**).

**1. Nature of Easement.** The Easement is a perpetual, nonexclusive easement in gross for purposes of accessing, constructing, reconstructing, removing, replacing with facilities maintaining, repairing, operating, inspecting, and using an electrical transmission line (collectively, "**Grantee’s Facilities**") in, on, under, upon, along, and across the Easement Area.

**2. Easement Area.** The Easement Area, as particularly described in Exhibit A and depicted on the attached Exhibit B, is a strip of land of the uniform width of 15 feet lying 7.5 feet on each side of the line and restricted to the surface of the ground to a depth of 10 feet. Any and all features above the level of grade shall be excluded from the Easement Area. The 44,717.19 square feet (approximately 1.03 acres), lies exclusively within McLaren Park, for a length of approximately 2,981 feet/908.7 meters under 2,731 feet of the southbound portion of Visitacion Avenue and a 250-foot-long portion of westbound Mansell Street.

**3. Subject to City’s Uses.** PG&E is aware that the Easement Area constitutes a portion of the City’s public park system. Notwithstanding anything to the contrary in this Easement Deed, any and all of PG&E’s activities under this Easement Deed shall be subject and subordinate at all times to City’s existing use of the Easement Area. City shall in no way be liable for any damage or destruction to PG&E’s Facilities or the personal property of PG&E or its authorized agents, representatives and contractors ("**Agents**") resulting from any construction, accident, break, repair, assessment, or maintenance of City facilities on the Easement Area, except in cases of City’s negligence. PG&E acknowledges that City may use the open trench method for access to City’s existing or future facilities, conduits or pipelines located on or about the Easement Area in the event of maintenance, repair, replacement, construction, or installation of any existing, future or additional pipelines, conduits, transmission lines, tunnels or other City facilities. City also reserves the right to use the subsurface of City’s Real Property for the installation, operation, maintenance, repair, or replacement of public utilities, including pipes, cable, manholes, or other

infrastructure typically required for utility lines; provided, however, that such installation, operation, maintenance, repair, or replacement shall not require PG&E to relocate or remove PG&E's Facilities nor unreasonably interfere with PG&E's rights to access the Easement Area. The rights granted in this Easement Deed are also subject to any prior and existing rights of third parties, if any. PG&E shall be solely liable for any interference with any prior and existing third-party rights. City reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area. City will require such other third parties to consult with PG&E on design, location, and construction activities, but PG&E shall have no rights of approval or disapproval.

**4. Exercise of Due Care.** PG&E shall use and shall cause its Agents to use, due care at all times to avoid any damage or harm to City's facilities or other property and to native vegetation and natural attributes of the Easement Area and to minimize slope erosion. PG&E shall not disturb the surface of the Easement Area or perform any excavation work without obtaining the City's prior written approval which shall be memorialized in the form of a temporary minor encroachment permit, which shall not be unreasonably withheld, condition or denied. City may condition and/or oversee any permitted excavation work. PG&E shall comply with the Locate and Mark rules relating to the location of City's water pipelines or other facilities set forth in Government Code Section 4216 or any successor statute (the "Mark and Locate Rules").

**5.** PG&E shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by PG&E, at its own expense, to City's reasonable satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at PG&E's sole cost, by notifying PG&E of such fact. Upon completion of the repairs, City shall send to PG&E a bill therefore, which PG&E shall pay within thirty (30) days following receipt. Under no circumstances shall PG&E damage, harm, or take any rare, threatened, or endangered species present on or about the Easement Area.

**6. Assignment.** PG&E shall not assign its rights under this Easement Deed, in whole or in part, without City's prior written consent. City shall not unreasonably withhold consent if PG&E proposes to transfer this Easement Deed to any other agency or entity.

**7. Indemnity.** PG&E shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom ("**Claims**"), arising in any manner out of (a) injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, when such injury, death, damage or destruction is caused by the person or property of PG&E, or its Agents, its invitees, guests or business visitors (collectively, "**Invitees**"), relating to PG&E's use or activity under this Easement Deed, (b) any failure by PG&E to faithfully observe or perform any of the terms, covenants, or conditions of this Easement Deed, (c) the use of the Easement Area or any activities conducted thereon by PG&E or its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by PG&E or its Agents or Invitees, on, in, under, or about the Easement Area, any improvements or into the environment; except to the extent arising out of or caused by the active negligence or willful misconduct of City or City's authorized representatives. PG&E's

obligations under this Section shall survive the termination of the Easement, with respect to events occurring prior to such termination.

**8. Insurance.** Notwithstanding anything to the contrary above, PG&E and City each acknowledge that the other self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

**9. Restrictions on Use.**

**(a) Improvements.** Except as otherwise expressly provided in this Easement Deed, PG&E shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the Easement Area, nor shall PG&E make any alterations or additions to any of existing structures or improvements on the Easement Area or excavate any portion of the Easement Area, nor cause a road closure of more than thirty minutes, nor stage any equipment or vehicles overnight unless PG&E first obtains prior written consent from the City's Recreation and Park Department which shall be memorialized in the form of a temporary minor encroachment permit, which shall not be unreasonably withheld, condition or denied. Temporary minor encroachment permit application forms can be requested from [rpdinfo@sfgov.org](mailto:rpdinfo@sfgov.org) (see 16. Notices). Applications will be reviewed within two weeks of complete application submission.

**(b) Initial Installation of the Cable Project.** PG&E shall notify City at least 90 days in advance of commencing construction on the initial installation of the Cable Project, at which time the RPD Capital & Planning Division will appoint a project point of contact. Upon giving 90 days' notice, PG&E agrees to share the latest Cable Project plans and schedule. Thereafter, and through final completion of the initial Cable Project installation, PG&E agrees to meet monthly with RPD project point of contact to share Cable Project updates and coordinate effectively with other City projects in the vicinity, to avoid conflicts and minimize construction disturbances in the area.

**(c) Maintenance and Inspection.** PG&E shall reasonably minimize any interference with park uses and functions and public access during routine maintenance and inspection activities, including maintaining vehicular and pedestrian access to adjacent areas. Routine maintenance and inspection activities shall entail opening vault lids to inspect the subsurface facilities. PG&E shall provide 5 days written notice to City for all non-emergency maintenance and inspection work.

**(d) Emergency Notification.** In the event of an emergency, PG&E may make any repairs or changes that are determined to be necessary by PG&E with immediate telephone notice to the RPD Park Rangers at 415-242-6390 and written notice per Section 16 (Notices).

**(e) Dumping.** PG&E shall not cause, nor shall PG&E allow any of its Agents or Invitees to cause the dumping or other disposal in, on, under, or about the Easement Area of landfill, refuse, Hazardous Material (defined below) or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

**(f) Hazardous Material.** PG&E shall not cause, nor shall PG&E allow any of its Agents or Invitees to cause, any Hazardous Material (defined below) to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Easement Area, or

transported to, from, or over the Easement Area, except that PG&E is permitted to bring onto the Easement Area products and materials commonly used in or essential to the installation of PG&E's Facilities that may contain material considered hazardous, provided that any such products and materials shall be handled and used in compliance with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") and only in such quantities as are necessary for the permitted use of the Easement Deed.

(g) PG&E shall immediately notify City when PG&E learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Easement Area caused by PG&E or any of its Agents or Invitees. In the event that any Hazardous Material brought to the Easement Area by PG&E or any of its Agents or Invitees is spilled or leaked or any Hazardous Material previously released on the Easement Area is exacerbated as a direct result of PG&E's exercise of this Easement Deed, PG&E shall promptly take all steps necessary to remove any contamination resulting from such activities. PG&E accepts full responsibility for all activities and costs incurred related to cleaning up the Easement Area from the effects of such spill or leak. With respect to Hazardous Material brought to the Easement Area by PG&E or its Agents or Invitees, PG&E shall be responsible for meeting, and possessing the means to satisfy, the requirements of all federal, state and local controlling agencies, which may have jurisdiction over the region in which the Easement Area is located or over the substance being used by PG&E on the Easement Area. In the event that PG&E or its Agents or Invitees cause a release of Hazardous Material, at City's discretion, PG&E shall either remediate, at PG&E's sole cost, such contaminated property to the satisfaction of the regulatory agency having jurisdiction over same or reimburse City for its costs in performing such remediation. PG&E shall further comply with all applicable Laws that require notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In connection with any release of Hazardous Material on or about the Easement Area, PG&E shall afford City a full opportunity to participate in any discussion with governmental agencies which may have jurisdiction regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy, and procedure.

(h) For purposes of this Easement Deed, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other applicable Laws; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area; and any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit PG&E from traversing to, from and across the Easement Area in standard motor vehicles that do not exceed the weight limitations set forth below. 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.

(i) **Nuisances.** PG&E shall not conduct or allow any of its Agents or Invitees to conduct any activities in, on, under or about the Easement Area that constitute waste, nuisance or unreasonable annoyance (including emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(j) **Avoiding Damage to the Easement Area.** At all times during the course of performing any work authorized under this Easement Deed, at its sole cost, PG&E shall maintain the Easement Area in a good, clean, safe, secure, sanitary, and sightly condition, so far as the Easement Area may be affected by PG&E's activities under this Easement Deed. PG&E shall not do anything in, on, under, or about the Easement Area that could cause damage or unreasonable interference to any pipelines or other property or facilities located in, on, under or about the Easement Area. Immediately following completion of any work permitted under this Easement Deed, at its sole expense, PG&E shall remove all debris and any excess dirt and restore the Easement Area as near as reasonably practical to its condition immediately prior to PG&E's work under this Easement Deed, to the reasonable satisfaction of City's authorized representative.

(k) If any portion of the Easement Area or any City property located on or about the Easement Area is damaged or threatened by any of the activities conducted by PG&E or its Agents or Invitees, at its sole cost, PG&E shall immediately notify City of such damage or threat by (a) telephoning Park Ranger Dispatch at 415-242-6390 and alerting Park Rangers of any emergency or incident requiring emergency response, and (b) providing written notice in accordance with **Section 16** [Notices] below. PG&E shall repair any and all such damage and restore the Easement Area or property as near as reasonably practical to its previous condition subject to City's inspection, review, and approval, which shall not be unreasonably withheld, conditioned or denied.. PG&E shall comply with the Mark and Locate Rules governing the location of any such utilities and other existing facilities and the protection of such facilities from damage. PG&E shall be solely responsible to arrange and pay directly for any services necessary for its activities pursuant to this Easement Deed; provided, PG&E shall obtain City's prior written approval in the form of a temporary minor encroachment permit for the provision of such services in, on, under, or through the Easement Area.

(l) **Use of Adjoining Land.** PG&E acknowledges that the rights and privileges granted under this Easement Deed for the use and operation of Grantee's Facilities shall be limited to the Easement Area, provided, however, PG&E shall have the additional right to use park roadways contiguous to the Easement Area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of Grantee's Facilities. PG&E shall obtain the City's prior written approval for the use of any such adjoining lands, which shall be memorialized in the form of a temporary minor encroachment permit, and which shall not be unreasonably withheld, conditioned or denied. Except as authorized in such permit, PG&E shall not traverse over or otherwise use any adjoining lands of City.

(m) **Ponding; Water Courses.** PG&E shall not cause any ponding on the Easement Area or any flooding on adjacent land. PG&E shall not engage in any activity that causes any change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the Easement Area, nor shall PG&E engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(n) **Heavy Equipment and Vehicles.** To prevent damage to City's underground pipelines, PG&E's use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (measured on the surface) shall be subject to the following restrictions:

(i) The depth of soil cover over the tops of City's pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading defined in **subsection (ii)** below. If any equipment with axle loading exceeds the loads stated in **subsection (ii)** below or if the depth of soil cover is less than stated above, PG&E shall submit to City for review and approval, at City's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City's pipelines will not be adversely affected by PG&E's proposed activities. If City's pipelines may be adversely affected, PG&E shall submit remedial measures for City's approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads to the pipeline must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying eight tons (16,000 lbs.). PG&E shall be responsible for providing adequate evidence to City that PG&E's equipment and vehicles meet the foregoing requirements.

(iii) PG&E shall not use vibrating compaction equipment without the City's prior written approval, which approval may be given or withheld at the City's sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in **subsection (i)** above, unless an alternate method is approved by the City in writing, all excavation and grading over the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), PG&E shall submit a written proposal together with all supporting calculations and data to the City for review and approval. In any case, the two feet (2') of soil around the pipeline shall be removed manually or by other methods approved by the City with due care as provided in **Section 3** [Exercise of Due Care] above.

(o) **Restoration.** Any work performed within the easement must be restored to its pre-existing condition to ensure the continuation of public outdoor recreational use of the area within twelve (12) months after the ground is disturbed.

**10. Compliance with Laws.** At its expense, PG&E shall conduct and cause to be conducted all activities on the Easement Area allowed under this Easement Deed in a safe and reasonable manner and in compliance with all applicable Laws of any governmental or other

regulatory entity with jurisdiction (including the Americans with Disabilities Act) and all covenants, restrictions and provisions of record.

**11. Construction and Ownership of PG&E's Facilities.** The Parties acknowledge that Grantee's Facilities, once constructed by PG&E within the Easement Area in accordance with PG&E's plans and specifications (the "**PG&E's Plans**"), shall belong to PG&E. Subject to the terms and conditions of this Easement Deed, at its sole cost and expense, PG&E may construct or cause the construction of modifications, additions, or replacements of Grantee's Facilities and shall, at its sole cost and expense, maintain Grantee's Facilities in good, safe condition and repair.

**12. Approval of PG&E's Plans.** PG&E shall construct and install the improvements permitted under this Easement in the Easement Area, including any material modifications, additions, or replacements to Grantee's Facilities, in strict accordance with the PG&E's Plans approved in advance and in writing by City, which approval shall be in the form of a permit to enter, which approval shall be in the form of a temporary minor encroachment permit, which approval shall not be unreasonably withheld, conditioned or denied. City's consent to or approval of any improvements, equipment, or fixtures shall not relieve PG&E or its Agents from any liability for negligence, errors, or omissions associated with the design and construction of Grantee's Facilities. In no event shall City's approval of PG&E's Plans or any future revisions or amendments to PG&E's Plans be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for PG&E's purposes or that the work called for in PG&E's Plans complies with applicable Laws or industry standards nor shall such approval release PG&E from PG&E's obligation to supply plans and specifications that conform to any applicable Laws, including applicable building codes and industry standards.

**13. Permits and Approvals.** Before beginning any work in the Easement Area, PG&E shall obtain any and all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies with jurisdiction that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, PG&E shall deliver copies of them to the City. PG&E recognizes and agrees that no approval by City for purposes of PG&E's work under this Easement Deed shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this Easement Deed shall limit PG&E's obligation to obtain all such regulatory Approvals required by Laws, at PG&E's sole cost.

**14. Cooperation with City.** PG&E and its Agents shall reasonably cooperate with City personnel to minimize any potential disruption (even if temporary) of the City's facilities in, under, on, or about the Easement Area and City's use thereof.

**15. Restoration of Easement Area.** Immediately following completion of installation of the Cable Project, PG&E shall repave the full width of the impacted roadways curb to curb and with the City-approved roadway section. Immediately following completion of any other work permitted under this Easement Deed, PG&E shall remove all debris and any excess dirt, repair any damaged caused to the City's facilities and adjacent property, and place the Easement Area in the condition reflected in the Approved Plans. Any area that is not slated for modification in the Approved Plans, but altered by the work, shall be returned to pre-work condition, to City's reasonable satisfaction. PG&E shall restore roadway pavement, barriers, signage and striping in kind and in accordance with DPW Order No: 187005 Regulations for Excavating and Restoring

Streets in San Francisco, as such Order should be updated over time. Roadway pavement restoration plans must be approved by City before construction begins.

**16. Notification.** Grantee, and their respective agents and contractors, will not perform, nor permit any person or entity to perform initial installation of the Cable Project without having giving at least ninety (90) days written notice to Grantor. Grantor and Grantee, and their respective agents and contractors, will not perform, nor permit any person or entity to perform, any excavation work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party. Notices shall be delivered in the manner required by Section 16 [Notices] of this Deed (except in emergencies, where each will give prompt written notice).

**17. Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service and via email. Any notice or document required or permitted to be delivered by either party will be in writing and will be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: **(a)** mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, will be deemed to have been received five (5) postal days after mailing; or **(b)** delivered by a nationally recognized overnight courier or delivery service will be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties will be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

**To GRANTOR:** Recreation and Park Department  
Property Management  
City and County of San Francisco  
501 Stanyan Street  
San Francisco, CA 94117  
Email: rpdinfo@sfgov.org (include in subject, "Attn: Property Management)

With a copy to:

Office of the City Attorney  
Attn: Real Estate /Finance  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Email: Anna.Gunderson@sfcityatty.org

**To GRANTEE:** Pacific Gas and Electric Company  
Attn: Land Rights Library  
Land Management  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612

With a copy to:  
And to:

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

A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. 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 email 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 email or telefacsimile copy of the notice.

**18. Successors and Assigns.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and inure to the benefit of and bind the respective successors and assigns of City and PG&E.

**19. Counterparts.** This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

**20. General Provisions.** (a) This Easement Deed may be amended or modified only by a writing signed by City and PG&E. (b) No waiver by any party of any of the provisions of this Easement Deed 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) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (d) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (e) Time is of the essence. (f) This Easement Deed shall be governed by California law and City's Charter and Administrative Code. (g) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes of this Easement Deed, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (h) The obligations of PG&E under this Easement Deed shall be joint and several. (i) This Easement Deed has been drafted through a cooperative effort of City and PG&E, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Easement Deed. (j) Use of the word "including" or similar words shall 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," "but not limited to," or similar words, are used. (k) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City's Public Utilities Commission and City's Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution and ordinance, and this Easement Deed shall be null and void if City's Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

GRANTOR:

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation

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

Its: Director of Real Estate

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

ACCEPTED AND AGREED

**PACIFIC GAS AND ELECTRIC COMPANY,**  
a California corporation

GRANTEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

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

Board of Supervisors Resolution No.  
\_\_\_\_\_



**EXHIBIT A**

**Legal Description of Easement Area**

*[see attached]*

LD XXSF-00-10179  
2022140 (01-22-053) 8 22 01  
Reroute Jefferson Martin 230kV Line

**EXHIBIT "A"**

The parcel of land situated in the City and County of San Francisco, State of California, described as follows:

A portion of the parcel of land described in the deed from Transamerica Title Insurance Company, a California corporation, formerly City Title Insurance Company, a California corporation to the City and County of San Francisco, dated August 3, 1966 and recorded as in Book 72 at Page 732 in the Official Records of the City and County of San Francisco and more particularly described as follows:

(APN 6220-002)

**STRIP 1**

A strip of land of the uniform width of 15 feet lying 7.5 feet on each side of the line described as follows:

Commencing at the found anchor screw and washer stamped "LS6725" in the right of way of Hahn Street as shown on the Sunnydale Hope SF Project, Final Map 9537 dated October 15, 2019 and recorded in Book 136 of Condominiums at page 206, also recorded as Document Number 2019-K843478-00, in the Official Records of the City and County of San Francisco, and running thence;

(a) north 69°23'24" west 6.00 feet;  
to a point in the easterly boundary line of said parcel, also being a point in the northwesterly right of way boundary line of Hahn Street, thence along the said northwesterly right of way and projection of the right of way of Hahn Street

(b) north 20°36'24" east 377.85 feet;  
to a point in the projection of the northwesterly right of way boundary line of Hahn Street in the right of way of Visitacion Avenue and the TRUE POINT OF BEGINNING of this description; thence leaving said northwesterly right of way boundary line

- (1) on a curve to the left with a radius of 50.00 feet, through a central angle of 18°38'49", an arc distance of 16.27 feet, having a radial line that bears north 43°47'18" east; thence
- (2) north 64°51'31" west 37.83 feet; thence
- (3) on a curve to the right with a radius of 300.00 feet, through a central angle of 28°45'52", an arc distance of 150.61 feet; thence
- (4) north 36°05'39" west 25.17 feet; thence
- (5) on a curve to the right with a radius of 300.00 feet, through a central angle of 29°53'42", an arc distance of 156.53 feet; thence
- (6) north 06°11'57" west 50.30 feet; thence
- (7) on a curve to the right with a radius of 250.00 feet, through a central angle of 22°31'17", an arc distance of 98.27 feet; thence

**LD XXSF-00-10179**

2022140 (01-22-053) 8 22 01

Reroute Jefferson Martin 230kV Line

- (8) north  $16^{\circ}19'20''$  east 20.18 feet; thence
- (9) on a curve to the right with a radius of 700.00 feet, through a central angle of  $49^{\circ}31'01''$ , an arc distance of 604.97 feet; thence
- (10) north  $65^{\circ}50'21''$  east 279.70 feet; thence
- (11) on a curve to the right with a radius of 1000.00 feet, through a central angle of  $06^{\circ}13'31''$ , an arc distance of 180.65 feet; thence
- (12) north  $72^{\circ}03'53''$  east 342.24 feet; thence
- (13) on a curve to the left with a radius of 400.00 feet, through a central angle of  $20^{\circ}03'38''$ , an arc distance of 140.05 feet; thence
- (14) north  $52^{\circ}00'14''$  east 74.42 feet; thence
- (15) on a curve to the left with a radius of 200.00 feet, through a central angle of  $21^{\circ}33'39''$ , an arc distance of 75.26 feet; thence
- (16) north  $30^{\circ}26'36''$  east 57.12 feet; thence
- (17) on an arc to the left with a radius of 500.00 feet, through a central angle of  $45^{\circ}59'25''$ , an arc distance of 401.34 feet; thence
- (18) north  $15^{\circ}32'49''$  west 81.50 feet; thence
- (19) on a curve to the right with a radius of 100.00 feet, through a central angle of  $88^{\circ}33'57''$ , an arc distance of 154.58 feet; thence
- (20) north  $73^{\circ}31'08''$  east 106.15 feet more or less

to a point on an easterly boundary line of said parcel, said point also being a point within the right of way at Mansell Street at the southeasterly projection of the southwesterly right of way boundary of University Street, said point also being north  $47^{\circ}31'58''$  east 574.35 feet from the City and County of San Francisco control point #117, being a 2-inch brass disk, as shown on the San Francisco High Precision GNSS Network Survey, Record of Survey Number 8080, dated March 2014 in the Official Records of the City and County of San Francisco

Containing an area of 44,717.19 square feet, more or less.

Sidelines of said strip shall be lengthened or shortened in the respective boundary lines of the parcel of land described in the deed August 3, 1966.

As shown upon EXHIBIT "B" attached hereto and made a part hereof.

LD XXSF-00-10179  
2022140 (01-22-053) 8 22 01  
Reroute Jefferson Martin 230kV Line

The foregoing description is based on a survey made by Pacific Gas & Electric Company in June 2022. The basis of bearings used is based on a course between a found City and County of San Francisco control point #117, being a 2-inch brass disk, at the "Philosopher's Way trailhead" as shown said San Francisco High Precision GNSS Network Survey, Record of Survey Number 8080, and a found anchor screw and washer stamped "LS6725" in the right of way of Hahn Street as shown on said Sunnydale Hope SF project, Final Map 9537, which course bears south 27°10'22" west 2198.90 feet.

Prepared by:  
Pacific Gas and Electric Company

  
\_\_\_\_\_  
Christopher A. Glantz  
LS No. 8850

9/2/2022  
\_\_\_\_\_  
Date



**EXHIBIT B**

**Depiction of Easement Area**

*[see attached]*

RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO  
 RANCHO CANADA DE GUADALUPE  
 (T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

**LEGEND**

- - - - - SUBJECT PARCEL LINE
- — — PG&E EASEMENT LINE
- — — PG&E EASEMENT CENTERLINE
- - - - - PROPERTY LINE
- - - - - EDGE OF ROADWAYS WITHIN PARK
- - FOUND MONUMENT AS NOTED
- P.O.C. - POINT OF COMMENCEMENT
- T.P.O.B. - TRUE POINT OF BEGINNING
- SF.C.R. - SAN FRANCISCO COUNTY RECORDS
- CCSF - CITY & COUNTY OF SAN FRANCISCO



0 500 1000  
 1 INCH = 1000 FEET



|               |            |
|---------------|------------|
| AUTHORIZATION | 74000904   |
| BY            | E4BK       |
| DR            | CLGW       |
| CH            | C6G5       |
| O.K.          | C6G5       |
| DATE          | 08/26/2022 |

**EXHIBIT "B"**  
 REROUTE JEFFERSON MARTIN 230kV LINE  
 JOHN McLAREN PARK; APN: 6220-002  
**SAN FRANCISCO, CALIFORNIA**  
 PACIFIC GAS AND ELECTRIC COMPANY  
 San Francisco California

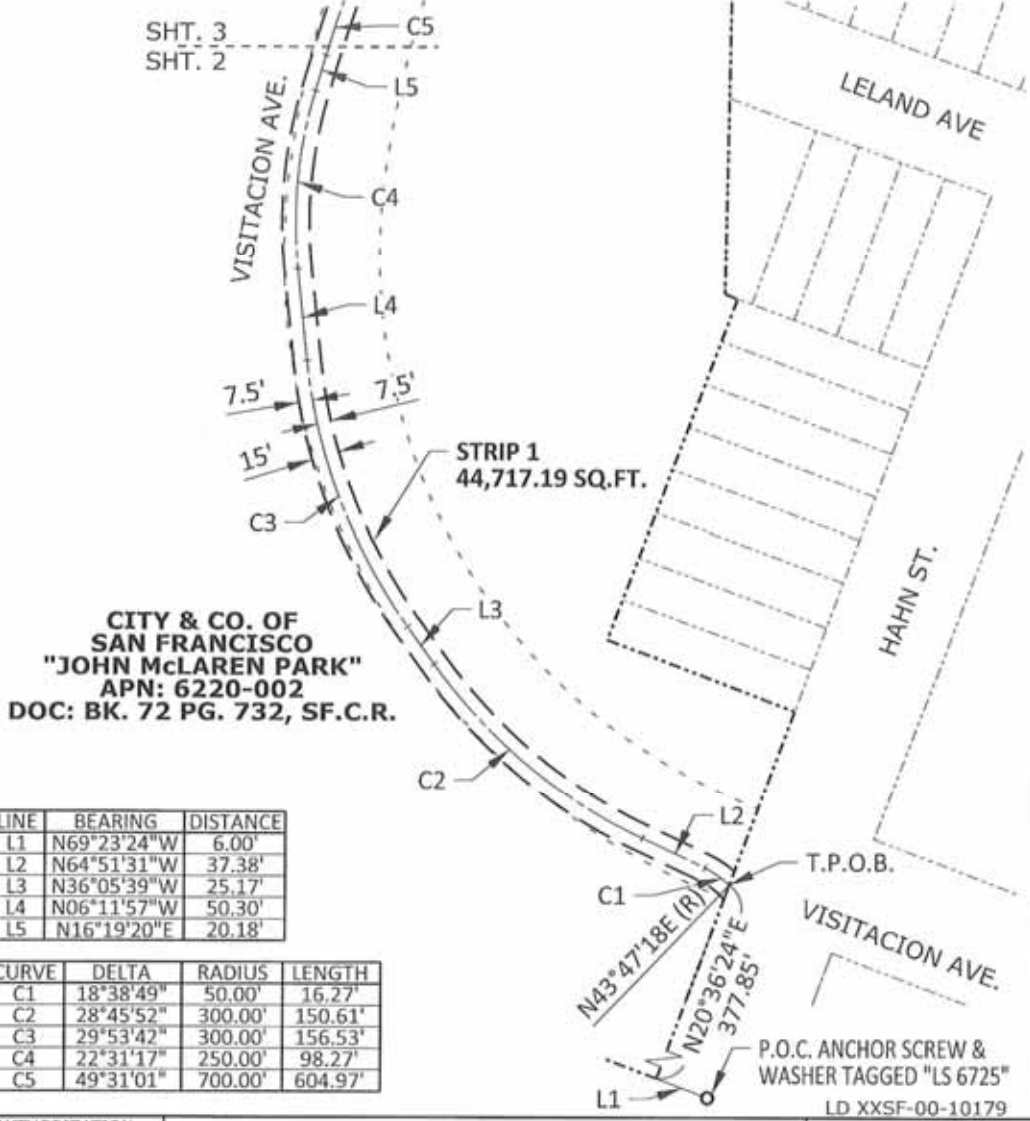
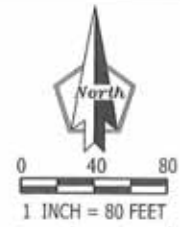


|                  |                        |
|------------------|------------------------|
| LD XXSF-00-10179 |                        |
| JCN              | 01-22-053              |
| AREA             | AREA #1, SAN FRANCISCO |
| COUNTY           | SAN FRANCISCO          |
| SCALE            | 1 INCH = 1000 FEET     |
| SHEET NO.        | 1 OF 6                 |
| DRAWING NUMBER   | CHANGE                 |
| L-10577          | 0                      |

**EXHIBIT B**  
 Depiction of Easement Area

RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO  
 RANCHO CANADA DE GUADALUPE  
 (T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

NOTES  
 REFER TO SHEET 1 OF 6 FOR LEGEND



| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N69°23'24"W | 6.00'    |
| L2   | N64°51'31"W | 37.38'   |
| L3   | N36°05'39"W | 25.17'   |
| L4   | N06°11'57"W | 50.30'   |
| L5   | N16°19'20"E | 20.18'   |

| CURVE | DELTA     | RADIUS  | LENGTH  |
|-------|-----------|---------|---------|
| C1    | 18°38'49" | 50.00'  | 16.27'  |
| C2    | 28°45'52" | 300.00' | 150.61' |
| C3    | 29°53'42" | 300.00' | 156.53' |
| C4    | 22°31'17" | 250.00' | 98.27'  |
| C5    | 49°31'01" | 700.00' | 604.97' |

AUTHORIZATION  
74000904

BY E4BK  
 DR CLGW  
 CH C6G5  
 O.K. C6G5  
 DATE 08/26/2022

**EXHIBIT "B"**  
 REROUTE JEFFERSON MARTIN 230kV LINE  
 JOHN McLAREN PARK; APN: 6220-002  
**SAN FRANCISCO, CALIFORNIA**  
 PACIFIC GAS AND ELECTRIC COMPANY  
 San Francisco California



LD XXSF-00-10179

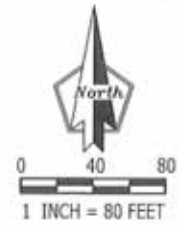
JCN 01-22-053  
 AREA AREA #1, SAN FRANCISCO  
 COUNTY SAN FRANCISCO  
 SCALE 1 INCH = 80 FEET

SHEET NO. 2 OF 6  
 DRAWING NUMBER CHANGE  
 L-10577 0

EXHIBIT B  
 Depiction of Easement Area

RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO  
 RANCHO CANADA DE GUADALUPE  
 (T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

NOTES  
 REFER TO SHEET 1 OF 6 FOR LEGEND

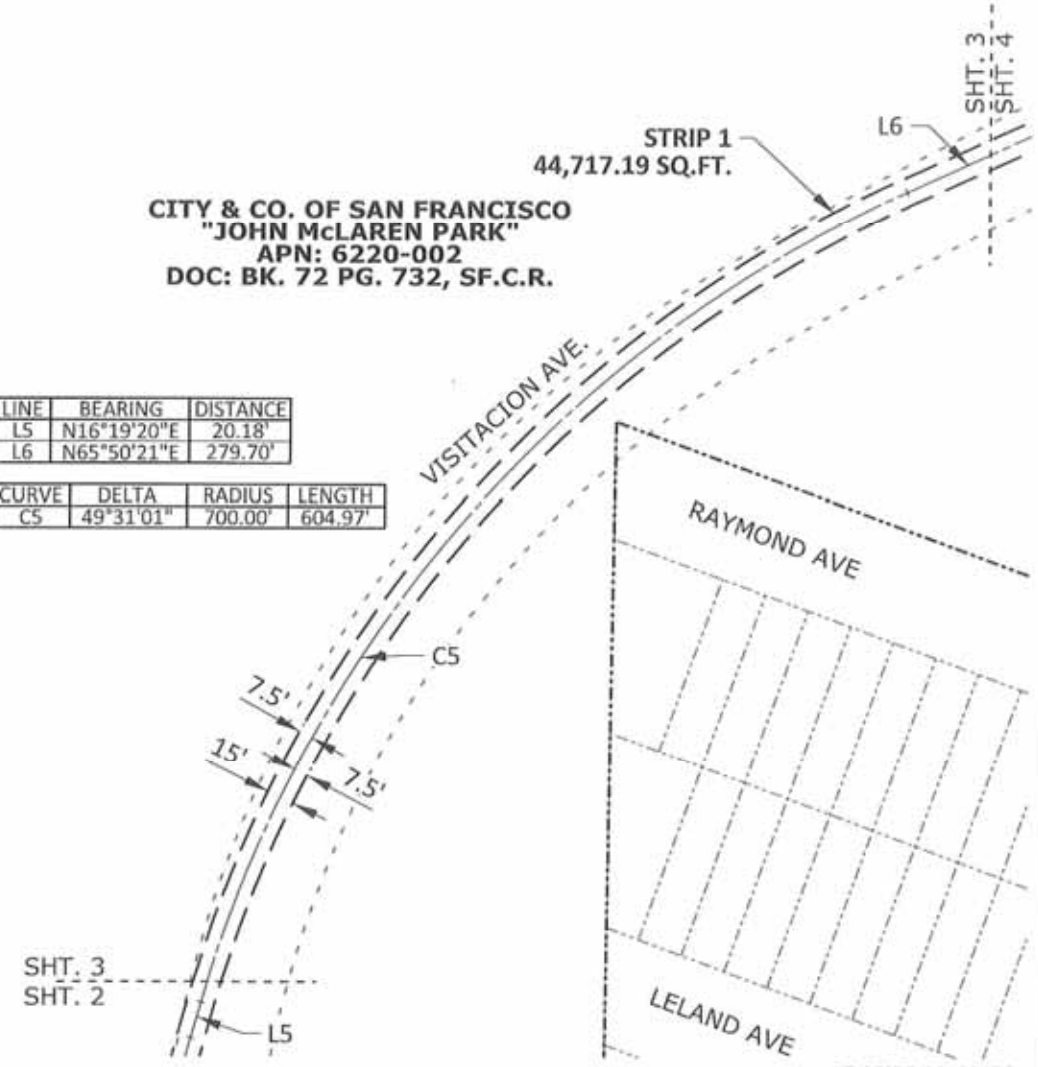


**CITY & CO. OF SAN FRANCISCO**  
**"JOHN McLAREN PARK"**  
 APN: 6220-002  
 DOC: BK. 72 PG. 732, SF.C.R.

STRIP 1  
 44,717.19 SQ.FT.

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L5   | N16°19'20"E | 20.18'   |
| L6   | N65°50'21"E | 279.70'  |

| CURVE | DELTA     | RADIUS  | LENGTH  |
|-------|-----------|---------|---------|
| C5    | 49°31'01" | 700.00' | 604.97' |



LD XXSF-00-10179

|               |            |
|---------------|------------|
| AUTHORIZATION | 74000904   |
| BY            | E4BK       |
| DR            | CLGW       |
| CH            | C6G5       |
| O.K.          | C6G5       |
| DATE          | 08/26/2022 |

**EXHIBIT "B"**  
 REROUTE JEFFERSON MARTIN 230KV LINE  
 JOHN McLAREN PARK; APN: 6220-002  
**SAN FRANCISCO, CALIFORNIA**  
 PACIFIC GAS AND ELECTRIC COMPANY  
 San Francisco California

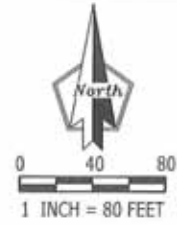


|                |                        |
|----------------|------------------------|
| JCN            | 01-22-053              |
| AREA           | AREA #1, SAN FRANCISCO |
| COUNTY         | SAN FRANCISCO          |
| SCALE          | 1 inch = 80 feet       |
| SHEET NO.      | 3 OF 6                 |
| DRAWING NUMBER | L-10577                |
| CHANGE         | 0                      |

EXHIBIT B  
 Depiction of Easement Area

RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO  
 RANCHO CANADA DE GUADALUPE  
 (T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

NOTES  
 REFER TO SHEET 1 OF 6 FOR LEGEND



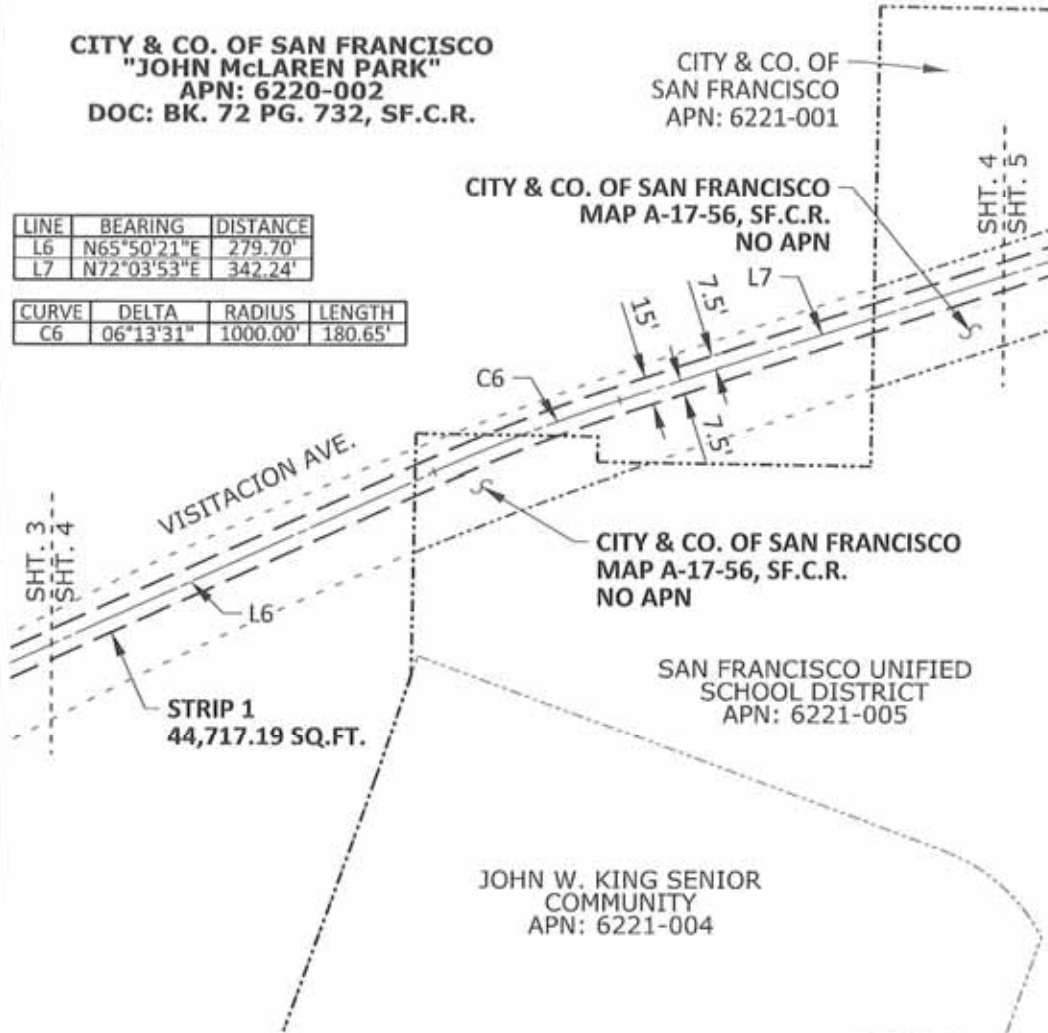
**CITY & CO. OF SAN FRANCISCO**  
**"JOHN McLAREN PARK"**  
**APN: 6220-002**  
**DOC: BK. 72 PG. 732, SF.C.R.**

CITY & CO. OF  
 SAN FRANCISCO  
 APN: 6221-001

CITY & CO. OF SAN FRANCISCO  
 MAP A-17-56, SF.C.R.  
 NO APN

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L6   | N65°50'21"E | 279.70'  |
| L7   | N72°03'53"E | 342.24'  |

| CURVE | DELTA     | RADIUS   | LENGTH  |
|-------|-----------|----------|---------|
| C6    | 06°13'31" | 1000.00' | 180.65' |

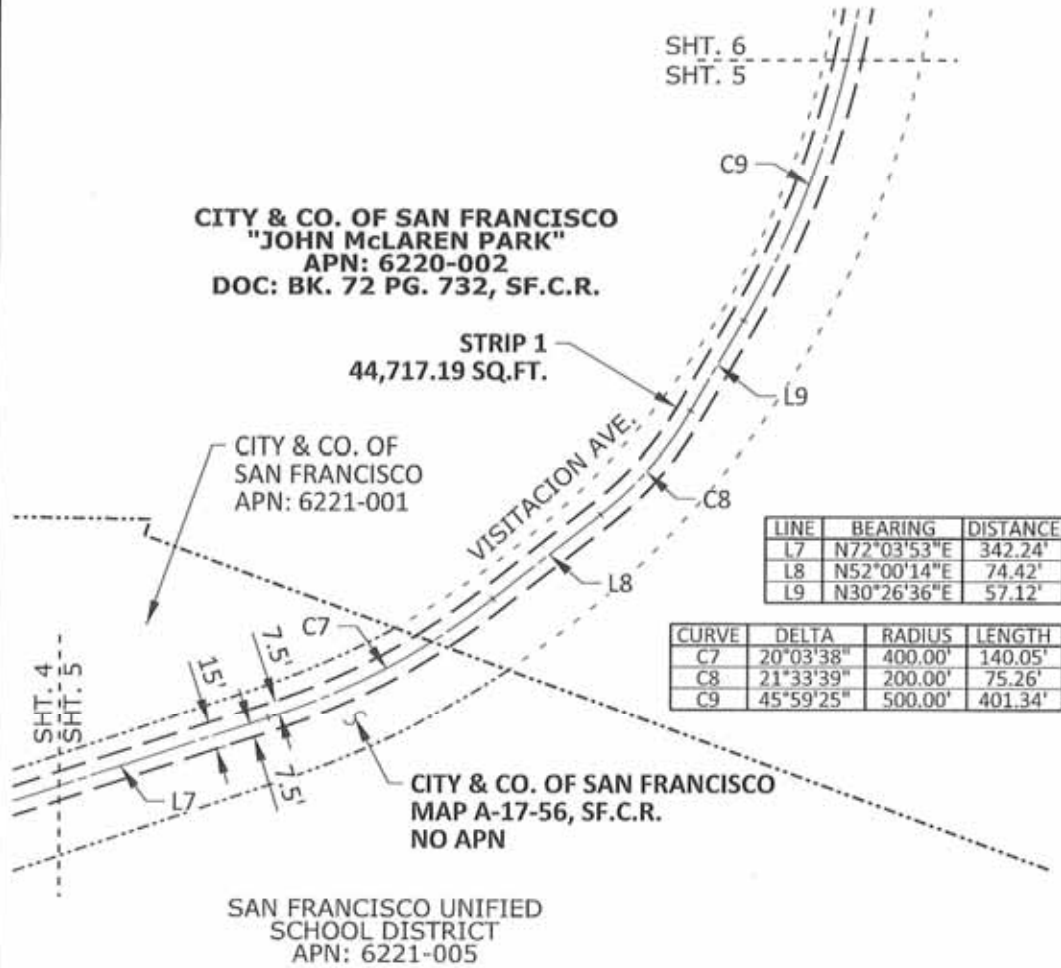
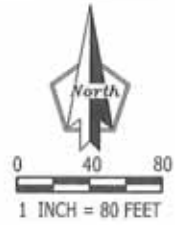


|   |  |   |  |                  |  |
|---|--|---|--|------------------|--|
| AUTHORIZATION<br>74000904                                     |  | <b>EXHIBIT "B"</b><br>REROUTE JEFFERSON MARTIN 230kV LINE<br>JOHN McLAREN PARK; APN: 6220-002<br><b>SAN FRANCISCO, CALIFORNIA</b><br>PACIFIC GAS AND ELECTRIC COMPANY<br>San Francisco California |  | LD XXSF-00-10179 |  |
| BY E4BK<br>DR CLGW<br>CH C6G5<br>O.K. C6G5<br>DATE 08/26/2022 | JCN 01-22-053<br>AREA AREA #1, SAN FRANCISCO<br>COUNTY SAN FRANCISCO<br>SCALE 1 inch = 80 feet<br>SHEET NO. 4 OF 6<br>DRAWING NUMBER L-10577<br>CHANGE 0 |   |  |                  |  |

EXHIBIT B  
 Depiction of Easement Area

RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO  
 RANCHO CANADA DE GUADALUPE  
 (T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

NOTES  
 REFER TO SHEET 1 OF 6 FOR LEGEND



| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L7   | N72°03'53"E | 342.24'  |
| L8   | N52°00'14"E | 74.42'   |
| L9   | N30°26'36"E | 57.12'   |

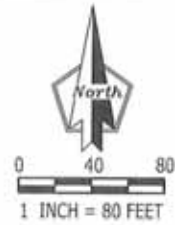
| CURVE | DELTA     | RADIUS  | LENGTH  |
|-------|-----------|---------|---------|
| C7    | 20°03'38" | 400.00' | 140.05' |
| C8    | 21°33'39" | 200.00' | 75.26'  |
| C9    | 45°59'25" | 500.00' | 401.34' |

|  |   |  |  |
|--|---|--|--|
| AUTHORIZATION<br>74000904<br>BY F4BK<br>DR CLGW<br>CH C6G5<br>O.K. C6G5<br>DATE 08/26/2022 | <b>EXHIBIT "B"</b><br>REROUTE JEFFERSON MARTIN 230KV LINE<br>JOHN McLAREN PARK; APN: 6220-002<br><b>SAN FRANCISCO, CALIFORNIA</b><br>PACIFIC GAS AND ELECTRIC COMPANY<br>San Francisco California |  | LD XXSF-00-10179<br>JCN 01-22-053<br>AREA AREA #1, SAN FRANCISCO<br>COUNTY SAN FRANCISCO<br>SCALE 1 inch = 80 feet<br>SHEET NO. 5 OF 6<br>DRAWING NUMBER L-10577<br>CHANGE 0 |
|--|---|--|--|

EXHIBIT B  
 Depiction of Easement Area

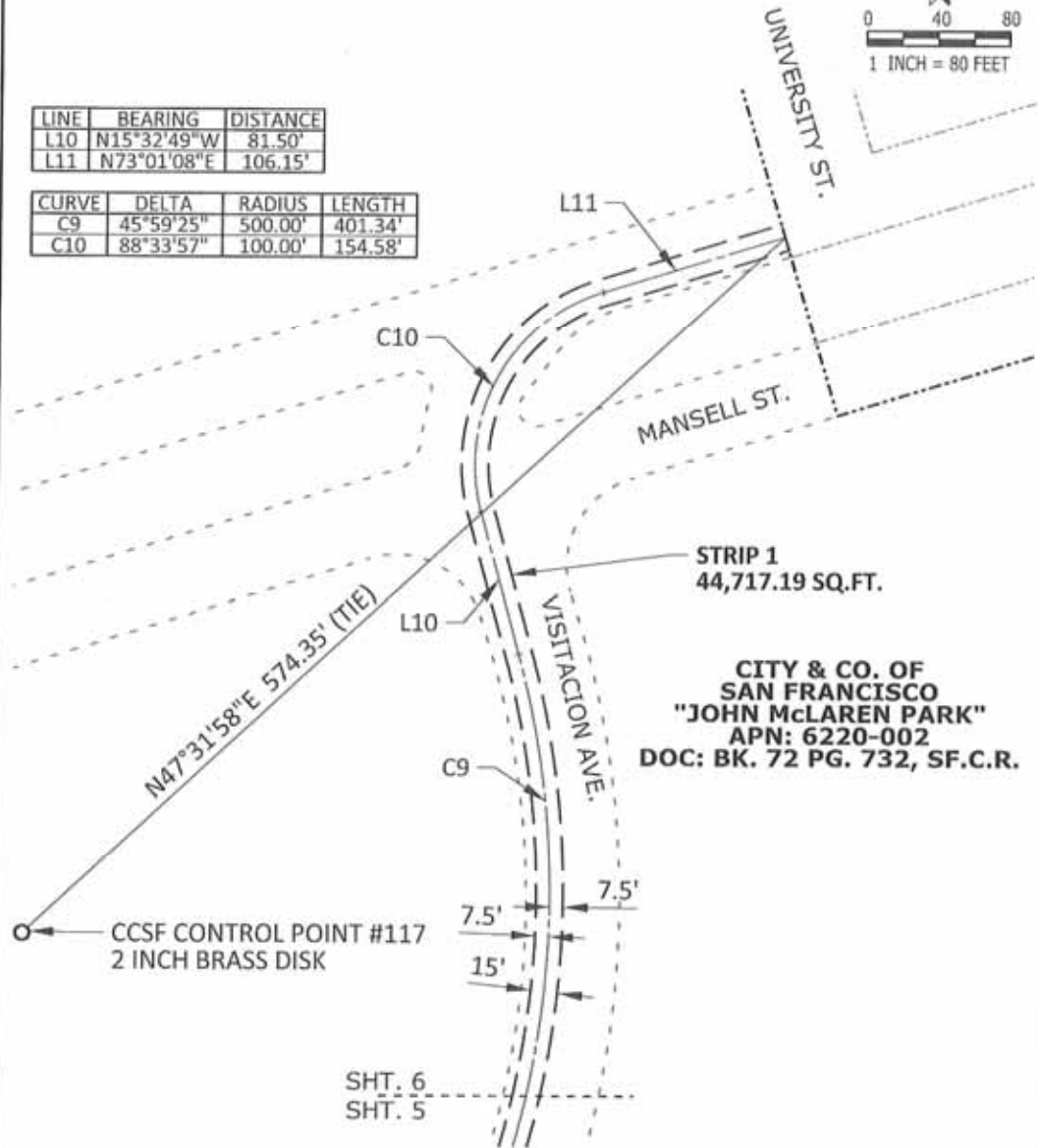
RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO  
 RANCHO CANADA DE GUADALUPE  
 (T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

NOTES  
 REFER TO SHEET 1 OF 6 FOR LEGEND



| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L10  | N15°32'49"W | 81.50'   |
| L11  | N73°01'08"E | 106.15'  |

| CURVE | DELTA     | RADIUS  | LENGTH  |
|-------|-----------|---------|---------|
| C9    | 45°59'25" | 500.00' | 401.34' |
| C10   | 88°33'57" | 100.00' | 154.58' |



**CITY & CO. OF  
 SAN FRANCISCO  
 "JOHN McLAREN PARK"  
 APN: 6220-002  
 DOC: BK. 72 PG. 732, SF.C.R.**

|   |  |   |  |  |                    |
|---|--|---|--|--|--------------------|
| AUTHORIZATION<br>74000904                                     |  | <b>EXHIBIT "B"</b><br>REROUTE JEFFERSON MARTIN 230KV LINE<br>JOHN McLAREN PARK; APN: 6220-002<br><b>SAN FRANCISCO, CALIFORNIA</b><br>PACIFIC GAS AND ELECTRIC COMPANY<br>San Francisco California |  | LD XXSF-00-10179                                     |                    |
| BY E4BK<br>DR CLGW<br>CH C6G5<br>O.K. C6G5<br>DATE 08/26/2022 | JCN 01-22-053<br>AREA AREA #1, SAN FRANCISCO<br>COUNTY SAN FRANCISCO<br>SCALE 1 inch = 80 feet |   |  | SHEET NO. 6 OF 6<br>DRAWING NUMBER<br><b>L-10577</b> | CHANGE<br><b>0</b> |

EXHIBIT B  
 Depiction of Easement Area