

PURCHASE AND SALE AGREEMENT

Between

Pacific Gas and Electric Company,
a California corporation, as Seller

and

City and County of San Francisco,
a California municipal corporation, as Buyer

For the purchase and sale of

5000 Hunters Point Blvd.
APN 4629A-012
San Francisco, California

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of [REDACTED], [REDACTED] (“Effective Date”) by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (“Seller”), and **CITY AND COUNTY OF SAN FRANCISCO**, a California municipal corporation (“Buyer”). Seller and Buyer are sometimes each individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

A. Seller is the owner of that certain parcel of unimproved real property located in the City and County of San Francisco and State of California, identified as Assessor’s Parcel No. [4629A/012], and more particularly described in Exhibit A (the “Land”), and any and all rights, privileges, and easements incidental or appurtenant to the Land, if any (“Rights”) including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the land, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land, and any and all of Seller’s right, title and interest in and to all roads and alleys adjoining or servicing the Land, reserving such easement to Seller as described in Section 4.3 and the Grant Deed (the Land and Rights are hereinafter referred to collectively as the “Property”).

B. As a condition to the Closing (as defined below), Seller de-commissioned and removed the existing overhead transition tower (the “Removal Work”) and installed an underground electric transmission line (the “Underground Facilities”) on the Property. This project work description is described in Exhibit B. The Removal Work is necessary for Buyer’s use of the Property as a public park as described in Recital D.

C. Seller has completed a Phase I site assessment. At Buyer’s request, Seller subsequently performed a Phase II site assessment which confirmed the findings of the Phase I site assessment. Buyer reviewed the Environmental Documents (defined in Section 5.5(a) below) and recommended that at least one (1) foot of clean fill cover the surface of the Property. In accordance with San Francisco Health Code Section 22(a), Buyer has an already-approved site mitigation plan for the India Basin Shoreline Park Project which covers the Property, requiring that the surface of the Property be covered with at least one (1) foot of clean fill or hardscape, complying with Buyer’s recommendation based on the Environmental Documents.

D. Buyer intends to incorporate the Property into the Recreation and Park Department’s India Basin Shoreline Park Project, described in Exhibit C. Following the Closing (as defined in Section 3.1 below) and at Buyer’s sole discretion, the Improvements are intended to include additional filling on the Property, and physical modifications such as pathways, stairways, retaining walls, pedestrian overlooks, park entrance plazas, irrigation, plantings, and fencing.

E. The Parties understand that the conveyance of the Property to Buyer may be subject to certain approvals by the Recreation and Park Commission, the Board of Supervisors, and the California Public Utilities Commission, among others, and that such approvals may

require the collaboration and assistance of each Party as may be necessary to obtain such approvals.

F. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE

Subject to the terms and conditions contained in this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for a purchase price of Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$575,000) (“Purchase Price”), at the Close of Escrow (as defined in Section 3.3). Consideration for the Purchase Price is inclusive of the Removal Work performed by Seller.

2. PAYMENT OF PURCHASE PRICE

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1. 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 ten (10) 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 Section 8 or Sections 4.2, 5.4, 7.5, 9.2(b), 9.3(b), or 9.3(c), 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.

2.2. 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 ten (10) business days after the Effective Date, as consideration for Buyer's right to inspect the Property and for Seller'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 Seller if this Agreement terminates for any reason.

2.3. 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.

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 ten (10) business days after the Effective Date. 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. The Closing Date shall be no later than thirty (30) days following the later to occur of: (i) expiration of the Due Diligence Period or (ii) the date Seller notifies Buyer in writing of receipt of the approval of the California Public Utilities Commission ("CPUC"), as more specifically set forth in Section 7.5; provided that all conditions precedent set forth in Section 7 have been satisfied or waived, as more specifically set forth in Section 7. 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 2.3;
- (ii) Buyer's share of the fees and charges described in Section 3.4;
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;

(iv) A Preliminary Change of Ownership Report in a form suitable for filing with the County assessor;

(v) Buyer's escrow instructions consistent with the provisions of this Agreement; and

(vi) 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) A grant deed, prepared and duly executed by Seller in recordable form, conveying fee title to the Property to Buyer, substantially in the form attached hereto as Exhibit D ("Grant Deed");

(ii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits");

(iii) Seller'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, including an Owner's Affidavit, if required by the Title Company to issue the title insurance policy to Buyer described in Section 4.4, in a form approved by Seller, in Seller's sole and absolute discretion.

3.3. Closing

The "Close of Escrow" shall mean the time that the Grant 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 Section 7 have been satisfied or waived, the Parties shall instruct the Title Company to close Escrow by, among other actions:

(a) Recording the Grant Deed and instructing the San Francisco County Recorder to deliver the Grant 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 Grant Deed; and

(d) Delivering to Buyer, the Affidavits and “as-recorded” conformed copies of the Grant Deed and issuing and delivering to Buyer the title insurance policy described in Section 4.4.

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 Grant 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 Grant Deed, escrow fees charged by the Title Company, and the premium and endorsement charges for the policy of title insurance described in Section 4.4, 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.

3.5. Prorations

(a) [Intentionally omitted.]

(b) All current general and special real estate taxes, bond interest (if applicable), assessments, improvement district assessments and similar items (“Taxes”) owed at the time of the Close of Escrow shall be prorated between Buyer and Seller as of the Close of Escrow. If the amount of any proration cannot be determined at the Close of Escrow or if any “escape” assessments are assessed against the Property after the Close of Escrow that relate to the period before the Close of Escrow, the adjustments will be made between the Parties as soon after the Close of Escrow as possible. Any supplemental assessments assessed for any time period after the Close of Escrow (including any supplemental County and City assessments based on the increased value of the Property above the state-assessed value) are Buyer’s sole responsibility. As a regulated public utility, Seller pays Taxes, as assessed by the California State Board of Equalization (“SBE”), to the County. If the Close of Escrow occurs during the period commencing on July 1 and expiring on December 31 of a calendar year, Seller is obligated to pay Taxes for the Property to the County for the remaining months of the then current tax fiscal year (*i.e.*, through June 30 of the next calendar year). If the Close of Escrow occurs during the period commencing on January 1 and expiring on June 30 of a calendar year, Seller is obligated to pay Taxes to the County for the remaining months in the then current tax fiscal year (*i.e.*, through June 30 of the current calendar year) plus Taxes for the entire succeeding tax fiscal year (*i.e.*, commencing on July 1 of the current calendar year through June 30 of the following calendar year). At the Close of Escrow, Taxes shall be allocated between Seller and Buyer in accordance with the foregoing, with Seller responsible for all Taxes allocable to the period before the Close of Escrow, and Buyer responsible for all Taxes, if any, allocable to the period on and after the Close of Escrow. For proration purposes, Taxes shall be based on the figures provided by Seller for the applicable year,

unless COE is scheduled to occur before these figures are available, in which case the proration shall be based on the immediately preceding year's figures, subject to reconciliation between the parties following the Close of Escrow. Prorations shall be calculated based on a 365-day year. Seller agrees to pay the County for Taxes for the Property relating to the period after the Close of Escrow, but for which Seller was compensated at the Close of Escrow, before such Taxes become delinquent; provided, however, that Seller shall have the right to pay such Taxes in installments as permitted by law. Buyer, at no expense to Seller, shall cooperate with Seller and the SBE to complete any documentation necessary to transfer the assessment process out of SBE jurisdiction and to terminate the assessment of Taxes on the Property by the SBE. The obligations of the Parties under this Section 3.5 shall survive the Close of Escrow.

3.6. Possession of Property

Seller shall deliver possession of the Property to Buyer upon the Close of Escrow.

3.7. Early Termination of Escrow

If this Agreement terminates pursuant to Section 8 or Sections 4.2, 5.4, 7.5, 9.2(b), 9.3(b), or 9.3(c), then: the Escrow shall terminate; each Party shall pay one-half (1/2) of the Escrow termination fee, if any; the Deposit shall be handled in the manner set forth in Section 2.1(b); and Seller and Buyer shall thereupon each be released from any further obligations under this Agreement, except for obligations that expressly survive termination.

4. TITLE; TITLE INSURANCE

4.1. Title

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

- (a) The lien of Taxes, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.2 below, and the standard printed exceptions to the form of policy of title insurance described in Section 4.4;
- (c) All easements reserved or to be reserved in the Grant Deed, as set forth in Section 4.3;
- (d) Any matters affecting title to the Property created by or with the consent of Buyer; and
- (e) All matters which would be disclosed by an inspection of the Property or a properly prepared ALTA survey of the Property.

At the Close of Escrow, Buyer shall take title to the Property 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.

4.2. 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 take title to the Property subject to the disapproved title matters. In addition, if Buyer fails to terminate this Agreement pursuant to Section 5.4, then Buyer shall be deemed to have irrevocably agreed to take title to the Property subject to the unrecorded third party rights, if any, listed in Exhibit E.

4.3. Reserved Easements

Seller is entitled to reserve certain utility facilities easements as set forth in the Grant Deed, and Buyer hereby approves the reservation of easements set forth in the Grant Deed.

4.4. Title Insurance

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 fee simple title to the Property is vested in Buyer, subject only to the Permitted Encumbrances.

5. CONDITION OF PROPERTY

5.1. AS IS CONDITION

SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 6.1 OF THIS AGREEMENT, BUYER IS PURCHASING THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS.” BUYER IS RELYING ON ITS OWN INVESTIGATION OF THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING ITS ZONING AND DEVELOPMENT POTENTIAL, THE PRESENCE OF ANY DISTRIBUTION OR TRANSMISSION LINES AND/OR OTHER UTILITY FACILITIES LOCATED ON OR IN THE VICINITY OF THE PROPERTY, AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 OF THIS AGREEMENT, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO ANY ASPECT, PORTION OR COMPONENT OF THE PROPERTY, INCLUDING WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, THE PRIOR OR POTENTIAL USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, APPLICABLE ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS, THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS OF THE PROPERTY, THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY, OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. FURTHER, SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4 WITH RESPECT TO ALL TITLE MATTERS.

5.2. Right of Investigation

(a) Due Diligence Period. For a period of ninety (90) days following the Effective Date (“Due Diligence Period”), subject to the terms and conditions of this Section 5.2(a), Buyer and Buyer’s authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. Notwithstanding any terms of this Agreement to the contrary, if prior to the expiration of the Due Diligence Period, Buyer notifies Seller in writing that it approves the physical condition of the Property, the Due Diligence Period shall terminate on such notification date. Buyer and Seller acknowledge and agree that prior to the Effective Date, Buyer had the opportunity to enter the Property and conduct such analytical tests, photos, geological logs, studies and drafts of any and all reports as Buyer deemed appropriate in order to investigate the Property.

(b) Reports. At Buyer's sole expense, Buyer shall provide Seller, as soon as they are available, with copies of the results of all analytical tests, photos, geological logs, studies and drafts of any and all reports generated as a result of Buyer's environmental investigations. Seller shall have ten (10) business days to comment thereon. Thereafter, Buyer shall incorporate any and all of Seller's reasonable comments into such reports before such reports are prepared in final form. Buyer shall provide Seller with copies of any and all final reports resulting from Buyer's environmental investigations on the Property as soon as they are available. Buyer shall keep such reports confidential as more specifically set forth in Section 5.10.

(c) Buyer Approvals. During the Due Diligence Period, the transactions contemplated herein shall be subject to approval by (i) all applicable City departments and agencies, including, without limitation, Buyer's Recreation and Park Department, in their respective sole discretion, and (ii) the Mayor and the Board of Supervisors of Buyer, in the respective sole discretion of each, by enactment of a resolution or an ordinance approving, adopting and authorizing this Agreement and the transactions. Buyer's failure to terminate this Agreement pursuant to Section 5.4 below shall be conclusive evidence of the receipt of all such necessary approvals. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION 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 LEGISLATION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH LEGISLATION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

5.3. Certain Definitions

(a) Certain Definitions. The terms listed below shall have the following meanings in this Agreement:

(i) "Buyer Affiliate" means any person or entity in which Buyer, directly or indirectly, has an ownership, management and/or financial interest.

(ii) "Claims" means any and all claims, demands, actions, orders, damages (including indirect and consequential damages), losses (including diminution in the value of the Property), fines, penalties, liabilities, expenses (including attorneys', consultants' and accountants' fees and costs), of any kind or nature, and by whomsoever asserted, at law, in equity or otherwise.

(iii) “Governmental Entity” means any governmental or quasi-governmental entity, authority, body or agency having jurisdiction over Buyer or the Property or any portion thereof.

(iv) “Seller Parties” means Seller, Pacific Gas and Electric Company, and the respective officers, directors, employees, shareholders, agents, contractors, and representatives of Seller.

5.4. Right to Proceed or Terminate

Prior to expiration of the Due Diligence Period, Buyer shall provide Seller with written notice that: (i) Buyer elects to continue under this Agreement; or (ii) Buyer elects to terminate this Agreement, in which event the Title Company shall promptly refund the Deposit (if applicable) to Buyer, and the rights and obligations of the Parties hereunder shall terminate, except for the rights and obligations that survive the termination of this Agreement. Buyer’s notice of termination shall specify in detail the basis for Buyer’s termination of this Agreement. Buyer’s failure to provide Seller with written notice that Buyer elects to continue under this Agreement before the expiration of the Due Diligence Period shall be deemed election to terminate this Agreement. If Buyer elects to continue under this Agreement as permitted above, then: (a) Buyer shall have no further right to terminate this Agreement, except as expressly set forth in this Agreement and (b) in addition to all other Claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or Claims against Seller with respect to matters discovered before the expiration of the Due Diligence Period.

5.5. Hazardous Substances

(a) “Environmental Documents” At some time prior to or during Seller’s ownership or use of the Property, Hazardous Substances, as defined in Section 5.5(b), were handled, treated, stored and/or released on the Property. Seller has conducted a limited investigation of the Property for Hazardous Substances and obtained the reports and documents identified on Exhibit E attached hereto (“Environmental Documents”). Seller agrees to make available to Buyer copies of the Environmental Documents by means of an electronic data room or otherwise, but Buyer is strongly advised to conduct its own investigation of the environmental condition of the Property. Buyer acknowledges and agrees that (i) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Environmental Documents or the methods upon which said information was obtained by the issuers of the Environmental Documents, (ii) Buyer will not rely in any manner upon the information contained in the Environmental Documents and (iii) neither Seller nor the issuer of any of the Environmental Documents shall have any liability whatsoever to Buyer for any false, inaccurate or misleading matters or information contained in the Environmental Documents, if any. Section 25359.7 of the California Health and Safety Code requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath the real property to provide written notice of that condition to a buyer of the real property. Buyer agrees that (i) Seller’s making the Environmental Documents available to Buyer satisfies the foregoing requirements, (ii) prior to the expiration of the Due Diligence Period, Buyer will be fully aware of the matters

described in the Environmental Documents, and (iii) Buyer waives any and all rights to assert that Seller has not complied with the requirements of Section 25359.7 of the California Health and Safety Code.

(b) “Hazardous Substance” or “Hazardous Substances” means any one or more material or substance: (i) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar nature under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, any and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or (ii) that is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or including without limitation substances containing petroleum hydrocarbons, lead-based paint or other lead contamination, asbestos or asbestos-containing materials, or radon gas; or (iii) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons or to the environment.

(c) “Environmental Requirements” means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater.

5.6. Buyer’s Release of Seller

As a material inducement to Seller for sale of the Property to Buyer, Buyer agrees to be bound by the release set forth below in this Section 5.6.

(a) Buyer’s Release of Seller Parties. Buyer acknowledges that Seller shall not in any manner be liable to Buyer for the presence of any Hazardous Substances on, under, about or otherwise affecting the Property. To ensure that Buyer understands the risks inherent in Buyer’s execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, or that may be perceived to affect the value or desirability of the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has performed all investigations, including environmental inspections, tests and studies, including invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release in this Agreement. Subject only to Seller’s representations in Section 6.1

below, after fully investigating the Property, Buyer, for itself, and on behalf of Buyer Affiliates and its successors and assigns, hereby unconditionally waives, releases, and forever discharges Seller and the other Seller Parties from any and all Claims that Buyer may have at the Close of Escrow or that may arise in the future on account of or in any way arising out of or connected with the Property, excepting claims arising from Seller's intentional omission of information, including, but not limited to (i) the presence of any Hazardous Substances in, above, beneath or otherwise affecting the Property or neighboring properties, (ii) the quality, nature, adequacy, and physical condition of soils, geology, and groundwater, (iii) the zoning or other legal status of the Property, any public or private restrictions on use of the Property, and the development potential of the Property, (iv) the condition of title to the Property, and (v) any other fact or condition that may affect the Property, including the physical condition, value, development or improvement of the Property. Without limiting the generality of the foregoing, if at any time after the Close of Escrow, any third party or Governmental Entity seeks to hold Buyer responsible for any remediation, loss, cost or damage arising from any Hazardous Substance in, on, above, beneath or otherwise affecting the Property or neighboring properties or for the violation of any Environmental Requirements, Buyer agrees that it will not (i) implead Seller or any other Seller Parties, (ii) bring a contribution action or similar action against Seller or any other Seller Parties, or (iii) attempt in any way to hold Seller or any other Seller Parties responsible with respect to any such matter. Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this release and waiver, and agrees that this release and waiver shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that this release and waiver extends to all Claims of any nature and kind, direct or indirect, known or unknown, foreseen or unforeseen, based in whole or in part on facts existing in the past or as of the date hereof or the ownership, management or operation of the Property, except as set forth in Section 6.1 below. Further, Buyer acknowledges that it has read, considered, and understands the provisions of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Based upon the advice of its counsel, Buyer hereby knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542, as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any and all injuries, liabilities, losses, damages, and expenses that may arise from such release and waiver.

Buyer: CITY AND COUNTY OF SAN FRANCISCO

By: _____
Print Name: Sarah R. Oerth
Its: Director of Property

(b) No Transfer of Claims. Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title, and interest in and to every Claim that Buyer is releasing and waiving herein, and that it has not previously assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. If such representation is false, and any such Claim is asserted against Seller or any of the other Seller Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend, and hold harmless Seller and the other Seller Parties against whom such Claim is asserted from and against such Claim and from all costs, fees, expenses, liabilities, and damages that such party incurs as a result of the assertion of such Claim.

(c) Survival. The provisions of this Section 5.6 shall survive the Close of Escrow or any termination of this Agreement.

5.7. Other Due Diligence Documents

Buyer acknowledges that prior to the Effective Date, Seller has made available to Buyer, by means of an electronic data room or otherwise, the other due diligence documents (the “Other Due Diligence Documents”) relating to the Property described on Exhibit E attached hereto, if any. Buyer acknowledges and agrees that (a) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Other Due Diligence Documents or the methods upon which said information was obtained by the issuers of the Other Due Diligence Documents, (b) Buyer will not rely in any manner upon the information contained in the Other Due Diligence Documents, and (c) neither Seller nor the issuer of any of the Other Due Diligence Documents shall have liability whatsoever to Buyer except for any false, inaccurate or misleading matters or information contained in the Other Due Diligence Documents.

5.8. Natural Hazard Disclosures

Seller is, or may be, required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone (“Fire Hazard Severity Zone”) (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards (“Wildland Fire Zone”) (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Buyer acknowledges and understands that: (i) if the Property is located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Property is located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of

California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Property is situated in one or more of the hazard zones described above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. Buyer further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist, and are not definitive indicators of whether or not a property will be affected by a natural disaster. Seller has employed the services of Disclosure Source (which, in such capacity is herein called "Natural Hazards Expert") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill the foregoing disclosure obligations. A Natural Hazards Report prepared by the Natural Hazards Expert has been or will be provided to Buyer prior to expiration of the Due Diligence Period, and Buyer agrees to provide Seller with a written acknowledgement of its receipt thereof. Buyer acknowledges that the Natural Hazards Report deals with matters within the scope of the Natural Hazards Expert's professional license and expertise, and Seller shall not be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal knowledge. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on Seller by California law.

5.9. Permits and Approvals

Buyer shall not apply for any permits, approvals, or other entitlements from any local, state or federal agencies, commissions or departments with respect to the Property ("Entitlements") prior to Close of Escrow, without the prior written approval of Seller, which approval may be withheld in Seller's sole and absolute discretion, and Buyer acknowledges and agrees that obtaining any Entitlements with respect to the Property is not a condition to Buyer's obligation to purchase the Property. If Buyer applies for or obtains any Entitlements, Buyer shall be responsible for all fees and costs associated with obtaining any such Entitlements, and agrees to indemnify, defend (with counsel approved by Seller), protect and hold Seller and the other Seller Parties harmless from and against any and all Claims arising out of or in connection with such Entitlements and Buyer's efforts to obtain the same, including, but not limited to, any lawsuits, writs of mandamus or other actions or proceedings to challenge, modify or void any approvals related to land use, environmental, developmental, construction or other Entitlements, including Claims related to any environmental review document prepared in connection with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.), and Claims arising from the passive or active negligence of any of the Seller Parties. Seller reserves the right to employ separate counsel to represent Seller in connection with such Claims, and Buyer agrees to pay for the attorneys' fees and costs of Seller's separate counsel within thirty (30) days after written request accompanied by reasonable supporting documentation. All significant decisions concerning the manner in which the defense is conducted and settlements of such Claims shall be subject to Seller's prior approval. Buyer understands and agrees that its liability to Seller and the other Seller Parties arises upon the

initiation of any Claims, and not upon the realization of loss or damage. The provisions of this Section 5.9 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

5.10. Confidentiality

Seller understands and agrees that Buyer is subject to the San Francisco Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State of California Public Records Law (Gov. Code Section 6250 et seq.) (collectively, the “Sunshine Laws”). As a result, all or part of this Agreement and any and all records, information, and materials submitted to Buyer hereunder may be subject to public disclosure. Until the Close of Escrow, except to the extent disclosure is otherwise required under this Agreement or under the Sunshine Laws, Buyer shall keep confidential, and shall cause Buyer’s employees, agents, contractors, subcontractors or consultants (each, “Buyer’s Representative”, and collectively, “Buyer’s Representatives”) to keep confidential all tests, inspections and reports, documents, analyses, and opinions obtained or generated by Buyer with respect to the Property, including any information provided by Seller or received or prepared by Buyer in Buyer’s independent factual, physical and legal examinations and inquiries respecting the Property (collectively, “Confidential Information”), except that Buyer may disclose the same to its legal counsel and consultants, provided that Buyer obtains the agreement in writing of such legal counsel and consultants to keep the Confidential Information confidential. Confidential Information does not include information that was in the public domain at the time of disclosure or that is subsequently made available to the general public without restriction and without breach of this Agreement. Until the Close of Escrow, except to the extent disclosure is otherwise required under this Agreement or under the Sunshine Laws, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer or Buyer’s Representatives without Seller’s prior written approval, which Seller may grant or withhold in Seller’s sole and absolute discretion, unless and until Buyer is legally compelled to make such disclosure.

5.11. Survival

The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES

6.1. Seller’s Representations

Seller hereby represents and warrants to Buyer, to Seller’s actual knowledge, as defined below in this Section 6.1, as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer; provided, however, that the foregoing representation and warranty is subject to Seller’s receipt of any required CPUC Approval (as more particularly described in Section 7.4 below). All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or will be taken at or before the Close of Escrow.

(b) Except as set forth in Exhibit E, Seller has received no written notice from any governmental agency or private person during the six (6) month period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(c) Except as set forth in Exhibit E, during the six (6) month period preceding the Effective Date, Seller has received no written notice from any governmental agency or private person that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the operation or value of the Property (other than violations which have been cured).

(d) Except as set forth in Exhibit E, during the six (6) month period preceding the Effective Date, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(e) Except as set forth in Exhibit E, during the six (6) month period preceding the Effective Date, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "actual knowledge" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual (as distinguished from implied, imputed or constructive) knowledge of, or receipt of written notice by, Darin Polsley at (925)-348-5468, Seller's representative for the Property ("Seller's Representative"), as of the Effective Date, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of Seller's Representative, which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property, and Seller will not make such other files and records available to Buyer for its review. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property. The representations and warranties of Seller shall survive the Close of Escrow for the period set forth in Section 13.2 below.

6.2. Buyer's Representations

In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall survive the Close of Escrow for the period set forth in Section 13.2 below:

(a) The persons executing this Agreement on behalf of Buyer have the full right and authority to execute this Agreement on behalf of Buyer and to bind Buyer without the consent or approval of any other person or entity. This Agreement and all documents executed by Buyer which are to be delivered to Seller upon the Close of Escrow are, or at the time of the Close of Escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of the Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property “AS IS, WHERE IS, WITH ALL FAULTS”, without any representations or warranties of Seller, express or implied, written or oral. Buyer is relying solely upon, and, as of the expiration of the Due Diligence Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in acquiring the Property from Seller, including an analysis of any and all matters concerning the physical and environmental condition of the Property, the condition of title to the Property, past or current uses of the Property and any limitations on future uses of the Property, and the development or suitability for development of the Property. Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters. Buyer also acknowledges that the Purchase Price takes into account that the Property is being sold “AS IS,” as well as the release and waiver by Buyer pursuant to Section 5.6(a).

(c) Buyer is not, and at no time during the term of this Agreement will Buyer be: (i) in violation of any Anti-Terrorism Law (defined below); (ii) conducting any business or engaging in any transaction or dealing with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (defined below); or (iv) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor any of its Affiliates, officers, directors, shareholders, partners or members is, or at any time during the term of this Agreement will be, a Prohibited Person. As used herein, “Anti-Terrorism Law” means any law or regulation relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act (defined below), and any regulations promulgated under any of them, each as may be amended from time to time. As used herein, “Executive Order No. 13224” means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism,” as may be amended from time to time. As used herein, “Prohibited Person”

means (1) a person or entity that is listed in, or owned or controlled by a person or entity that is listed in, the Annex to Executive Order No. 13224; (2) a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (3) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. As used herein, “USA Patriot Act” means the “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (Public Law 107-56). As used herein, “Affiliate” means, with respect to any party, a person or entity that controls, is under common control with, or is controlled by such party.

7. CONDITIONS PRECEDENT

7.1. Conditions to Buyer’s Obligations

Buyer’s obligation to purchase the Property pursuant to this Agreement is subject to the satisfaction or waiver of each of the following conditions precedent:

(a) The Title Company shall be prepared to issue at the Close of Escrow the title insurance policy described in Section 4.4 upon payment of its regularly scheduled premium therefor;

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or before the Close of Escrow; and

(c) Subject to Section 9.3, the representations and warranties made by Seller shall be true and correct as of the Close of Escrow as if those representations and warranties were made on said date.

7.2. Conditions to Seller’s Obligations

Seller’s obligation to sell the Property to Buyer pursuant to this Agreement is subject to the satisfaction or waiver of each of the following conditions precedent:

(a) Buyer shall have timely performed each and every covenant contained in this Agreement to be performed by Buyer at or before the Close of Escrow;

(b) The representations and warranties made by Buyer shall be true and correct as of the Close of Escrow as if those representations and warranties were made on said date; and

(c) Seller’s acquisition of an easement for an underground electric transmission line extending through a private road in McLaren Park administered by Buyer (acting through its Recreation and Park Department) shall close concurrently with the Closing under this Agreement.

7.3. Subdivision Map Act Compliance

(a) At the Close of Escrow, the Property must comply with the California Subdivision Map Act (“Map Act”) (Government Code Section 66410, et seq.) (“Map Act Compliance”). During the period that Seller has owned the Property, certain exemptions to the Map Act may apply due to Seller’s status as a public utility. Said exemptions will not apply to Buyer, unless Buyer is also a public utility. The obligation of each Party to close the sale of the Property shall be conditioned upon confirming Map Act Compliance or obtaining such Map Act Compliance before the Close of Escrow, Seller will make all efforts to obtain Map Act Compliance, which compliance shall be determined by Seller, in Seller’s sole and absolute discretion. Buyer acknowledges and agrees that Seller makes no representation or warranty with respect to Map Act Compliance, and Buyer hereby waives all Claims against Seller that may arise out of losses, expenses or damages suffered or incurred by Buyer as a result of the need for Map Act Compliance, or the failure to obtain Map Act Compliance.

7.4. CPUC Approval

Seller has determined that approval of the CPUC (“CPUC Approval”) will be required as a condition precedent to Seller’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 CPUC Approval at or before the Close of Escrow. Seller will make all commercially reasonable efforts to obtain CPUC Approval. Buyer acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by Seller in its sole and absolute discretion, including Seller’s approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval, and Buyer hereby waives all claims against Seller for losses, expenses or damages suffered or incurred by Buyer as a result of the need for CPUC Approval, any delay in receipt of CPUC Approval, or the failure of the CPUC to approve the sale of the Property to Buyer.

7.5. Termination of Agreement for Failure of Conditions

(a) Failure of Buyer’s Conditions. If any one or more of the conditions to Buyer’s obligations, as set forth in Section 7.1 or elsewhere in this Agreement, is not fully performed, satisfied or waived in writing by Buyer on or before the Closing Date, then such failure shall not be deemed a breach or default by Seller hereunder (unless such failure of a closing condition arises out of or is caused by a breach or default of Seller (e.g., Seller’s failure to deliver closing documents as and when required)), but in such event Buyer may elect, by written notice to Seller, to terminate this Agreement. Nothing in this paragraph shall be construed to limit Buyer’s rights under Section 9.2 in the event of a default by Seller.

(b) Failure of Seller's Conditions. If any one or more of the conditions to Seller's obligations, as set forth in Section 7.2 or elsewhere in this Agreement, is not fully performed, satisfied or waived in writing by Seller on or before the Closing Date, then such failure shall not be deemed a breach or default by Buyer hereunder (unless such failure of a closing condition arises out of or is caused by a breach or default of Buyer (e.g., Buyer's failure to deliver closing documents as and when required)), but in such event Seller may elect, by written notice to Buyer, to terminate this Agreement. Nothing in this paragraph shall be construed to limit Seller's rights under Section 9.1 in the event of a default by Buyer.

(c) Subdivision Map Act Compliance. The condition set forth in Section 7.3(a) may not be waived by either Party. If Seller notifies Buyer before the Closing Date that Seller has not either confirmed Map Act Compliance or determined that conveyance of the Property to Buyer as contemplated in this Agreement is exempt from the Map Act, then this Agreement shall automatically terminate as of the date of such notice.

(d) CPUC Approval. The condition set forth in Section 7.4 may not be waived by either Party. If Seller notifies Buyer before the Closing Date that Seller has not obtained CPUC Approval in a form satisfactory to Seller, in its sole and absolute discretion, then this Agreement and the Escrow shall automatically terminate as of the date of such notice.

8. CONDEMNATION

In the event of any taking of all or any portion of the land area of the Property in eminent domain proceedings or under threat of condemnation before the Close of Escrow, Buyer shall have no right to terminate this Agreement, and Buyer shall remain obligated to perform its obligations under this Agreement.

9. DEFAULT

9.1. Buyer's Default

(a) DEPOSIT AS LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT DOES NOT CLOSE BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND IF THE DEPOSIT WAS NOT PREVIOUSLY RELEASED TO SELLER, TITLE COMPANY IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, TITLE COMPANY SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER PURSUANT TO

CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. IN ADDITION, THE PARTIES DESIRE TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT DAMAGES FOR BUYER'S DEFAULT UNDER THIS AGREEMENT. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

By signing below, Buyer and Seller each acknowledge agreement to the foregoing provisions of Section 9.1(a):

Buyer: CITY AND COUNTY OF SAN FRANCISCO
By: _____
Sally R. Oerth
Director of Property

Seller: PACIFIC GAS AND ELECTRIC COMPANY
By: _____
Print Name: _____

9.2. Seller's Default

Buyer shall promptly notify Seller of any default by Seller under this Agreement prior to the Close of Escrow, in which event Seller shall have the right to cure such default within ten (10) days after receipt of such default notice (and the Close of Escrow shall be postponed to the extent necessary to allow for expiration of such ten (10) day cure period). If Seller fails to cure the default within said ten (10) day cure period, then Buyer shall elect as its sole remedies, either of the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer is not in default under this Agreement, and Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. Any action for specific performance must commence within sixty (60) days after the scheduled Closing Date. Buyer specifically waives the right to file any lis pendens or any lien against the Property unless and until it has elected to seek specific performance and has filed and is diligently pursuing an action seeking such remedy.

(b) LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT DOES NOT CLOSE BECAUSE OF A

DEFAULT BY SELLER, BUYER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO SELLER AND THE TITLE COMPANY. THEREUPON, BUYER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND SELLER SHALL PAY FIFTY THOUSAND DOLLARS (\$50,000) TO BUYER AS LIQUIDATED DAMAGES. IN ADDITION, TITLE COMPANY SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO SELLER. PAYMENT TO BUYER IS NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO COMPENSATE BUYER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677, INCLUDING DAMAGES RESULTING FROM THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF BUYER'S ACTUAL DAMAGES AS A RESULT OF SELLER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. IN ADDITION, THE PARTIES DESIRE TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF BUYER FILED A LAWSUIT TO COLLECT DAMAGES FOR SELLER'S DEFAULT UNDER THIS AGREEMENT. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

By signing below, Buyer and Seller each acknowledge agreement to the foregoing provisions of Section 9.2(b):

Buyer:

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Sarah R. Oerth
Director of Property

Seller:

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Print Name: _____

9.3. Disclosure Defects

(a) Disclosure Objection Notice. If, before the Close of Escrow, Seller discloses to Buyer or Buyer otherwise discovers that (i) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report or listed on

Exhibit E, or (ii) Seller failed to make any material disclosures to Buyer regarding the Property that Seller is required by law to make, or (iii) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue (each, a “Disclosure Defect” and collectively, “Disclosure Defects”), then Seller shall bear no liability for any such Disclosure Defects, but Buyer shall have the right, within ten (10) business days following the date Buyer first becomes aware of a Disclosure Defect, to give Seller written notice of such Disclosure Defect (“Disclosure Objection Notice”). If Buyer fails to deliver a Disclosure Objection Notice to Seller within said ten (10) business day period, then Buyer shall be deemed to have irrevocably waived any right to object to the applicable Disclosure Defect, and this Agreement shall continue in full force and effect, without modification.

(b) Seller’s Election Not to Cure. If Buyer timely delivers a Disclosure Objection Notice to Seller, then Seller may elect by notice given to Buyer within fifteen (15) days after Seller’s receipt of Buyer’s Disclosure Objection Notice, either (i) to attempt to cure or otherwise remedy Buyer’s objection within thirty (30) days after Seller’s receipt of Buyer’s Disclosure Objection Notice (“Seller’s Cure Period”) (and the Close of Escrow shall be postponed, if necessary, to allow expiration of the full thirty (30) day cure period) or (ii) not to attempt to cure or otherwise remedy Buyer’s objection. Seller’s failure to deliver any such notice to Buyer within said fifteen (15) day period, shall be deemed Seller’s inability or unwillingness to cure or otherwise remedy Buyer’s objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any Disclosure Defect. If Seller is unwilling or unable, or is deemed to be unwilling or unable, to cure a Disclosure Defect, then Buyer, as Buyer’s sole remedies, shall elect, by giving written notice to Seller within ten (10) days after Seller elects or is deemed to have elected to be unwilling or unable to cure the applicable Disclosure Defect, either to (A) waive the Disclosure Defect, in which case this Agreement shall continue to full force and effect, without modification, or (B) terminate this Agreement, without liability to Seller. If Buyer fails to deliver any such notice to Seller within said ten (10) day period, then Buyer shall be deemed to have irrevocably waived any right to object to the applicable Disclosure Defect, and this Agreement shall continue in the full force and effect, without modification.

(c) Seller’s Failure to Cure. If Seller timely notifies Buyer of its election to attempt to cure a Disclosure Defect, but Seller fails to cure the applicable Disclosure Defect to Buyer’s reasonable satisfaction prior to expiration of Seller’s Cure Period, then Buyer, as Buyer’s sole remedies, shall elect by giving written notice to Seller within ten (10) days after expiration of Seller’s Cure Period, either to (i) waive the applicable Disclosure Defect and complete the purchase of the Property in accordance with the terms and conditions of this Agreement, without modification or (ii) terminate this Agreement, without liability to Seller. If Buyer fails to give Seller written notice of such election within said ten (10) day period, then Buyer shall be deemed to have elected to irrevocably waive the applicable Disclosure Defect, and this Agreement shall continue in full force and effect, without modification.

(d) Waiver of Disclosure Defects. Notwithstanding anything to the contrary in this Agreement, Buyer’s consent to the Close of Escrow shall conclusively

evidence Buyer's waiver of any and all Disclosure Defects known to Buyer before the Close of Escrow (whether or not Buyer notified Seller thereof), and Buyer shall not be entitled to make any Claim or bring any action for rescission or damages or any other cause of action against Seller arising out of any such Disclosure Defects.

10. BROKERS

10.1. Seller

Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

10.2. Buyer

Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

11. LIMITATION ON DAMAGES

Notwithstanding anything set forth in this Agreement to the contrary, after the Closing: (a) the maximum aggregate liability of either Party, and the maximum aggregate amount that may be awarded to and collected by either Party under this Agreement or any documents executed in connection with this Agreement (including, without limitation, for any breach of Seller's representations, warranties, covenants, and indemnities) shall under no circumstances whatsoever exceed Fifty Thousand Dollars (\$50,000.00) and (b) no Claim by either Party alleging a breach by the other Party in connection with this Agreement may be made, and such other Party shall not be liable for any judgment in any action based upon any such Claim, unless the aggregate amount of such Claims exceed Fifty Thousand Dollars (\$50,000.00). In addition, in no event shall either Party be entitled to seek or obtain lost profits, consequential, indirect, special, punitive or exemplary damages.

12. MEET AND CONFER

If a Party (the "**Non-Breaching Party**") determines there is a breach of the terms of this Agreement or that a breach is threatened, written notice of such breach (the "**Notice of Breach**") and a demand for corrective action sufficient to cure the breach shall be given by the Non-Breaching Party to the party allegedly breaching this Agreement (the "**Breaching Party**"). Within thirty (30) days after delivery of a Notice of Breach, the Parties shall meet at a location in San Francisco or as otherwise agreed to by the parties to discuss the circumstances of the alleged or threatened breach and to attempt to agree on appropriate corrective action. If the Parties are unable to agree on appropriate corrective action (or if any such corrective action is required) within thirty (30) days after such meeting, then the Non-Breaching Party may, at its election, deliver a further written notice to the Breaching Party to demand reasonable, particular corrective action to cure the breach (the "**Notice of Violation**"). If a violation is not cured within

thirty (30) days after the delivery of the Notice of Violation, the Non-Breaching Party may pursue its remedies under Section 9 above.

13. MISCELLANEOUS

13.1. Operation of the Property Prior to the Close of Escrow

During the period from the date of Seller's execution of this Agreement to the Close of Escrow, Seller shall operate the Property in accordance with its pre-existing practices, as if the Property were not to be sold to Buyer. In addition, Seller agrees during such interim period not to enter into any lease, management agreement or maintenance or service contract, or to alter or amend any of the material terms of any such existing agreements that will be binding on Buyer, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

13.2. Survival

Any claim based upon a breach of the representations and warranties in Section 6.1 shall be enforceable only if notice of such claim is given to Seller within six (6) months after the Closing Date. Notwithstanding the foregoing sentence, discovery by Buyer of any Disclosure Defects before the Close of Escrow shall be exclusively governed by Section 9.3 above. The waivers of claims or rights, the releases and the obligations of Buyer under this Agreement to indemnify, protect, defend and hold harmless Seller and other Seller Parties shall survive the expiration or earlier termination of this Agreement or the Close of Escrow, and so shall all other obligations or agreements of Seller and Buyer which by their nature or by their terms survive.

13.3. Time of Essence

Time is of the essence of this Agreement and each and every provision hereof.

13.4. Submission of Agreement

Submission of this document for examination or signature by Buyer does not constitute an option or offer to sell the Property to Buyer. This document is not effective as a purchase and sale agreement or otherwise until executed and delivered by both Seller and Buyer.

13.5. Binding Effect; Assignment

This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights

and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, (each, a “Buyer-related Assignee”), provided that (i) Buyer shall notify Seller of such assignment at least fifteen (15) business days before the Closing Date, (ii) Buyer and the Buyer-related Assignee shall be jointly and severally liable under this Agreement, and (iii) the Buyer-related Assignee shall assume all of Buyer’s obligations under this Agreement. Buyer shall not be released of its obligations under this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys’ fees and costs) incurred by Seller in connection with any assignment of Buyer’s interest in this Agreement, whether or not Seller’s consent to such assignment is required or obtained, including all costs and expenses (including attorneys’ fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer’s covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

13.6. Severability

If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either Party, in a material way, the realization of the intended benefit of its bargain, such Party may terminate this Agreement by notice to the other Party within thirty (30) days after the final determination.

13.7. Governing Laws

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflict of law principles.

13.8. Counterparts

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

13.9. Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or United Parcel Service, addressed to the Parties as follows:

If to Seller: If by registered or certified mail, return receipt requested:

Manager, Surplus Property
PG&E Land Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612-3534
landsales@pge.com

With concurrent copies to:

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

And:

Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Attention: Douglas C. Sands
dsands@coblentzlaw.com

If by personal delivery or courier service:

Manager, Surplus Property
PG&E Land Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612-3534

With concurrent copies to:

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

And:

Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000

San Francisco, CA 94104
Attention: Douglas C. Sands
dsands@coblentzlaw.com

If to Buyer: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: India Basin Pit Parcel
sally.oerth@sfgov.org

With concurrent copies to:

Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Re: India Basin Pit Parcel
anna.gunderson@sfcityatty.org

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Either Party may change the address for notice by giving notice to the other Party in accordance with this Section. Seller and Buyer may elect to send copies of any notices or other communications under this Agreement via electronic mail to the email addresses set forth above or such other email addresses as Seller or Buyer may designate, provided that such email notices or communications shall constitute courtesy copies only, and shall not be effective for purposes of providing notice under this Agreement.

13.10. Confidentiality; Coordination of Publicity; No Recordation

(a) Confidentiality. Except to the extent disclosure is otherwise required under this Agreement or under the Sunshine Laws, and except to the extent requested by any governmental or quasi-governmental authority (including the Federal Energy Regulatory Commission) neither Party shall disclose the terms of this Agreement to any third party without the prior written consent of the other Party. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property. For purposes of this Agreement, it shall not be a breach or default of the confidentiality provisions of this Agreement if any documents, information or material is or becomes publicly available without breach of this Agreement by either Party or is rightfully received by a Party from a third party without obligations of confidentiality.

(b) Coordination of Publicity. The Parties agree to coordinate all communication relating to this transaction. Neither Party shall issue any news releases, respond to any media inquiries, or otherwise make any statements, even in an “off the

record” conversation, regarding this transaction. This prohibition includes making posts on internet and intranet site(s). All communication about this transaction, both verbal and in writing, must be approved in advance in writing by each Party or be presented by a Party in a manner that is consistent with communications prepared by the other Party.

(c) No Recordation. Buyer shall not record this Agreement or any short-form memorandum of this Agreement.

13.11. No Personal Liability

Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. The limitations of liability contained in this Section shall apply equally and inure to the benefit of Seller’s present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

13.12. Required Actions of Buyer and Seller

Buyer and Seller agree to take such reasonable actions, including acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to close the purchase and sale of the Property as contemplated herein, except that Seller shall be obligated to provide an Owner’s Affidavit only in a form acceptable to Seller, in Seller’s sole and absolute discretion.

13.13. Intentionally Deleted

13.14. Joint and Several Liability

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer’s obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

13.15. Captions

Captions to the sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

13.16. Interpretation

This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to define or interpret any provision hereof. Unless the context clearly requires otherwise, (i) the plural and singular shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (iv) and/or” means either or both of the persons, items or circumstances referenced; (v) include,” “includes,” and “including” are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; (vi) “days” means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance, and (vii) “business days” means Monday through Friday, excluding days on which banking institutions in the State of California are authorized or required to close.

13.17. Exhibits

The following Exhibits are attached hereto and incorporated by reference into this Agreement:

Exhibit A – Legal Description of Property

Exhibit B – Description of Seller Construction

Exhibit C - Description of India Basin Shoreline Park Project

Exhibit D – Grant Deed

Exhibit E – Environmental Documents and Other Documents and Disclosures

13.18. Work Product

If the Close of Escrow does not occur for any reason other than the default of Seller, within thirty (30) days after termination of this Agreement, Buyer shall deliver to Seller copies of all studies, surveys, plans, investigations, and reports obtained by Buyer from third parties in connection with Buyer’s inspections of the Property. Seller acknowledges and agrees that Buyer makes no representations concerning the accuracy or reliability of such materials or whether Seller may utilize such material without the consent of the party who prepared or issued the materials.

13.19. Electronic Signatures

This Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format (“pdf”), and copies of this Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with manually executed original signatures. The Parties may rely upon electronic and pdf signatures as if such signatures were

manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original manually executed signature page.

13.20. Entire Agreement; Amendment

This Agreement and the exhibits hereto contain the entire understanding of the Parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications between the Parties pertaining to such subject matter. Seller's or Buyer's obligations under this Agreement may not be altered or amended in any respect, except by a writing executed by both Buyer and Seller.

13.21. City-Related Provisions

(a) Conflicts of Interest. Through its execution of this Agreement, Seller acknowledges that Buyer has advised Seller of the provisions of Article III, Chapter 2 of Campaign and Governmental Conduct Code enacted by the City, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California.

(b) Notification of Prohibition on Contributions. Seller acknowledges that Buyer has advised Seller of 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 (i) the City elective officer, (ii) a candidate for the office held by such individual, or (iii) 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 Buyer has advised Seller 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 Buyer has advised Seller 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.

(c) 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 or agent of City shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Print Name: _____

Its: _____

Date: _____

BUYER:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Print Name: Sarah R. Oerth

Its: Director of Property

Date: _____

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated, lying and being in the City and County of San Francisco, State of California, described as follows:

Exhibit A

A strip of land of the uniform width of 25 feet, lying 12.5 feet on each side of the line described as follows:

COMMENCING at a found iron rod, accepted by this survey as that offset (6.0') reference monument to the most southerly point of curvature in the westerly right-of-way line of Hunter's Point Blvd called "Old Mon" as shown on the map entitled "Monument Map of Keith Street, Evans Avenue to Hollister Avenue; Jennings Street, Evans Avenue to Hollister Avenue; Hawes Street, Hudson Avenue to Hollister Avenue; Hunters Point Boulevard, Evans Avenue to Hudson Avenue, May, 1932" on file with the City and County of San Francisco Department of Public Works as Tracing A-16-76 whence a found iron rod bears North 06°32'09" East 371.93' for the basis of bearings of the herein described parcel; thence

Crossing said right-of-way, South 83°27'51" East 74.00' and North 06°32'09" East 7.93' to the northerly corner of Parcel 1 as shown on that "Map Showing the Widening of Hunters Point Blvd. From Hudson Avenue Northerly, The Extension of Hunters Point Blvd. From Hudson Ave. to Innes Ave., And The Rounding Of The Corner Of Innes Avenue And Donahue Street," filed for record on January 29, 1946 in Map Book P at page 30, Official Records, City and County of San Francisco, said northerly corner accepted as being on the westerly line of Parcel 5 as described in that deed from W.H. Spaulding and Viola B. Spaulding to Arlington Properties Company, LTD., dated January 15, 1932 and recorded January 25, 1932 in Book 2316 of Official Records at page 240, Official Records, City and County of San Francisco; thence

Following the boundary of said Parcel 5:

- A) North 06°32'09" East 37.28 feet, along the easterly boundary line of said Hunters Point Boulevard to the intersection thereof with the southerly line of Galvez Avenue; thence
- B) easterly along the arc of a curve to the right with a radius of 10 feet, tangent to the preceding course, central angle 118°58'47", for a distance of 20.77 feet; thence
- C) South 54°29'04" East along the southerly line of Galvez Avenue 62.61 feet to the POINT OF BEGINNING; thence
 - 1. South 05°18'00" West 43.50 feet; thence
 - 2. South 77°52'00" West 63.26 feet, more or less, to the POINT OF TERMINUS on the easterly boundary line of said Parcel 1 whence the POINT OF BEGINNING bears North 05°56'00" West, 49.21 feet

The foregoing description is compiled from public and private record data on behalf of Pacific Gas & Electric Company in August, 2024.

David Kendall
Digitally signed
by David Kendall
Date: 2024.08.06
18:47:57 -07'00'



EXHIBIT B

DESCRIPTION OF WORK PERFORMED

5000 Hunters Point Blvd., San Francisco
APN 4629A-012

Improvements that removed by PG&E:

- Lattice Steel Tower
- Tower Foundations
 - o (4) 4' x 4' x 6' deep concrete foundations
- Lattice Steel Cable Termination Structure
- Cable Termination Stand Foundations
 - o (4) 1.5' x 1' Dia. concrete foundations
- 3 Wood Poles
- 3 Guy Wires
- Concrete Valve Box
- Above Grade Transmission Line Conductor, Hardware, Insulators, and Cable Terminations

Improvements that will not be removed:

- Perimeter Fencing
 - o Parts will be removed for construction, but fence will be replaced before closing
- Retaining Wall
- Ground Rods
 - o (26) 12' x 3/4" dia. Ground Rods
 - o (9) 8' x 5/8" dia. Ground Rods
 - o Top of Ground Rods are approximately 1.5' below existing grade
- Ground Wells
 - o (6) 100ft deep ground wells
 - o Top of ground wells are at existing grade
- Magnesium Anodes
 - o (2) 32LB Magnesium Anodes
 - o Top of anodes are approximately 1.5' below existing grade
- Ground Wire
 - o Approximately 950' of ground wire
 - o Ground Wire is located approximately 1.5' below existing grade
- 3 Guy Anchors
 - o Tops of Anchors to be cut to grade
- Wooden Staircase

Duct Bank Excavation and Installation:

- All below grade duct bank excavations will be backfilled with FTB mix and native fill.

Restoration:

- No ground restoration will be done in the Pit work area.
- The temporary access road will be left in place upon project completion.

EXHIBIT C

DESCRIPTION OF INDIA BASIN SHORELINE PARK PROJECT

The purpose of the India Basin Shoreline Park Project is to restore and enhance the existing site into an integrated park network for public access. Work includes site grading, new paths and trails, site walls, irrigation, planting, seating elements, site furnishings, stairs and rails, a playground, a new centralized lawn for gathering, lighting, a pergola structures, basketball courts with stadium seating, wayfinding and interpretive signage, a new boathouse with docks and gangways, and a new park restroom facility. Some important objectives of the project include the following:

- Develop a seamless park user experience along India Basin that ensures a high level of waterfront and recreation access for neighborhood users and create a safe environment for park users that includes increased visibility in park spaces, including direct sightlines from bordering streets to the water.
- Design a landscape that will be adaptive and resilient alongside anticipated sea level rise.
- Preserve and celebrate historical and cultural resources and create an entry experience from Hunter's Point Boulevard that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place.
- Expand public access to the Bay and provide a connection for the Blue Greenway/Bay Trail, provide active recreational programming such as a human-powered boating center, basketball courts, adult fitness equipment, bike paths, children's playground, and public beach access.

The incorporation of the Property is a key component that would allow for regrading of the park to improve access from Hunters Point Blvd, the main entrance of the park, to the recreational areas within the park and down to the bay. The regrading of the site to improve access and views was a high priority of the community. Soil will be moved around the site to provide a smooth transition, create a resilient shoreline, and increase wetland habitat. This excess soil would be used to fill in the Property and without that site to deposit the soil, the City would have to off haul and dispose of the soil.

See attached rendered plan of 900 Innes and India Basin Shoreline Park.

900 INNES AND INDIA BASIN SHORELINE PARK



NEIGHBORHOOD EDGE & HISTORIC SHOREWALK

- 1 Shipwright's Cottage
- 2 Innes Edge
- 3 Food Pavilion
- 4 Garden Path + Accessible Ramp
- 5 Griffith Street Steps
- 6 Heritage Garden
- 7 Hunter's Point Blvd Welcoming
- 8 Parking
- 9 Bus Drop-Off

SCOW SCHOONER BOATYARD

- 8 Boatyard Plaza
- 9 Shop Building
- 10 Floating Dock
- 11 Resilient Shoreline
- 12 Maintenance Building

SAGE SLOPES

- 13 Cookout Terrace
- 14 Viewing Steps
- 15 Basketball Courts
- 16 Adventure Playground
- 17 Toddler Playground
- 18 Fitness Station
- 19 Wetland Walk
- 20 Bay City Ferry
- 21 Outlook Platform

THE MARINEWAY

- 22 Marineway Lawn
- 23 Amphitheater Grove
- 24 Pebble Shore
- 25 Boathouse
- 26 Recreational Dock
- 27 Recreational Platform
- Public Restroom
- Bay Trail / Blue Greenway Route

SCALE: 1" = 50'
0 25 50 100 200 FEET

EXHIBIT D
GRANT DEED

SF Pit Parcel (India Basin)

Exhibit D
Public

RECORDING REQUESTED BY AND
RETURN TO:

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

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2302-05-10124

GRANT DEED

2024040 (01-24-022) 06 24 1

Hunters Point Pit Parcel & U/G ET Reservation

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“Grantor”), for good and valuable consideration, the receipt of which is hereby acknowledged, grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO RECREATION AND PARKS (“Grantee”), the real property, situated in the City and County of San Francisco, State of California, described as follows (the “Property”):

(APN 4629A-012)

The parcel of land described and designated Parcel 5 in the deed from W.H. Spaulding and Viola B. Spaulding to Arlington Properties Company, LTD., dated January 15, 1932 and recorded January 25, 1932 in Book 2316 of Official Records at page 240, Official Records, City and County of San Francisco; excepting therefrom (a) that certain parcel of land described in the deed from Arlington Properties Company, LTD., to the State of California dated November 21, 1944 and recorded January 17, 1945 in Liber 4162 of Official Records at page 425, City and County of San Francisco Records, and (b) that certain parcel of land described in the deed from Pacific Gas and Electric Company, successor by merger to

SF Pit Parcel (India Basin)

Exhibit D

Public

Arlington Properties Company, LTD., to Thomas P. Stone and Francoise M. Stone dated December 3, 1985 and recorded December 20, 1985 in Reel D987 of Official Records at Image 38, City and County of San Francisco Records.

Reserving to Grantor an easement and the right to excavate for, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional underground facilities, which shall not exceed a maximum dimension measuring three feet by three feet (3' x 3'), consisting of a duct bank, conduits, wires, cables and electric conductors, appurtenances and associated equipment for the transmission and distribution of electric energy and for communication purposes (hereinafter referred to collectively as the "**Facilities**"); together with a right of way, on, over, and under the easement area described as follows (the "**Easement Area**"). Grantor will limit access of the Easement Area for non-emergency work to only when reasonably necessary, and otherwise will perform such work through off-site access. Additionally, Grantor for all work in the Easement Area, will make a good faith effort to minimize impacts to public access and to excavate in vegetated areas of the Easement Area. In the event of planned maintenance, repair, or reconstruction work, Grantor will notify Grantee within 60 days. In the event of an emergency, Grantor will notify Grantee as soon as possible of the emergency and Grantor's use of the Easement Area to access the Facilities, but in any case not later than 24 hours after the start of the emergency.

The parcel of land described in Exhibit "A" and shown upon Exhibit "B," attached hereto and made a part hereof.

Further reserving to Grantor:

(a) the right, in cases of emergency and for required maintenance and inspections, of ingress to and egress from the Easement Area over and across the Property 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 Grantee;

(b) the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the Easement Area which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(c) the right, in cases of emergency and for required maintenance and inspections, to use such portion of the Property 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;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

(e) the right to mark the location of the Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Area.

Grantor covenants and agrees:

(a) to promptly backfill any excavations made by it on the Property and restore any vegetation, paving, or other improvements in like-kind, provided, however Grantor shall not be responsible for the restoration of any trees removed hereunder;

(b) repair any damage to the Property caused by Grantor as a result of exercising its right of ingress and egress reserved herein; and

(c) not to construct any Facilities within a depth of thirty-six inches (36'') from the ground surface.

Grantor hereby acknowledges that it has no objection to Grantee's planned India Basin Shoreline Park Utility Plan (Drawing No. C301.2) dated July 11, 2025.

Grantee covenants and agrees:

(a) not to place or construct any building or other structure, well, or pool within the Easement Area;

(b) not to place or construct any fence, wall, body of water, or any other obstruction that may interfere with, in Grantor's sole opinion, with the Facilities or Grantor's use of the Easement Area;

(c) not to store or deposit earth, rubbish, debris, flammable or combustible substance or material, or any other substance or material, or substantially diminish or add to the ground level within the Easement Area without Grantor's prior written approval, which shall not be unreasonably withheld;

(d) not to plant any i) trees, shrubs or other vegetation within five feet (5') of the edges of the duct bank ("**Safety Zone**"), provided, lawns, flowers, low-profile grasses and plants are permitted, or ii) trees or shrubs within five feet (5') of the edges of the Safety Zone with a trunk or main branch that exceeds, at maturity, a width of eight inches (8') at breast height ("**Border Zone**"), or iii) trees or shrubs within four (4') of the edges of the Border Zone that exceeds, at maturity, a width of thirty-six inch (36'') at breast height; and

(e) not to allow or authorize any third party to perform any of the activities prohibited under subparagraph (a) through (d) of this paragraph.

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 Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

State of California
County of _____)

On _____, before me, _____
Notary Public, Insert name
personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

Exhibit "A"

Legal Description of the Easement Area

A strip of land of the uniform width of 25 feet, lying 12.5 feet on each side of the line described as follows:

COMMENCING at a found iron rod, accepted by this survey as that offset (6.0') reference monument to the most southerly point of curvature in the westerly right-of-way line of Hunter's Point Blvd called "Old Mon" as shown on the map entitled "Monument Map of Keith Street, Evans Avenue to Hollister Avenue; Jennings Street, Evans Avenue to Hollister Avenue; Hawes Street, Hudson Avenue to Hollister Avenue; Hunters Point Boulevard, Evans Avenue to Hudson Avenue, May, 1932" on file with the City and County of San Francisco Department of Public Works as Tracing A-16-76 whence a found iron rod bears North 06°32'09" East 371.93' for the basis of bearings of the herein described parcel; thence

Crossing said right-of-way, South 83°27'51" East 74.00' and North 06°32'09" East 7.93' to the northerly corner of Parcel 1 as shown on that "Map Showing the Widening of Hunters Point Blvd. From Hudson Avenue Northerly, The Extension of Hunters Point Blvd. From Hudson Ave. to Innes Ave., And The Rounding Of The Corner Of Innes Avenue And Donahue Street," filed for record on January 29, 1946 in Map Book P at page 30, Official Records, City and County of San Francisco, said northerly corner accepted as being on the westerly line of Parcel 5 as described in that deed from W.H. Spaulding and Viola B. Spaulding to Arlington Properties Company, LTD., dated January 15, 1932 and recorded January 25, 1932 in Book 2316 of Official Records at page 240, Official Records, City and County of San Francisco; thence

Following the boundary of said Parcel 5:

- A) North 06°32'09" East 37.28 feet, along the easterly boundary line of said Hunters Point Boulevard to the intersection thereof with the southerly line of Galvez Avenue; thence
- B) easterly along the arc of a curve to the right with a radius of 10 feet, tangent to the preceding course, central angle 118°58'47", for a distance of 20.77 feet; thence
- C) South 54°29'04" East along the southerly line of Galvez Avenue 62.61 feet to the POINT OF BEGINNING; thence
 1. South 05°18'00" West 43.50 feet; thence
 2. South 77°52'00" West 63.26 feet, more or less, to the POINT OF TERMINUS on the easterly boundary line of said Parcel 1 whence the POINT OF BEGINNING bears North 05°56'00" West, 49.21 feet

The foregoing description is compiled from public and private record data on behalf of Pacific Gas & Electric Company in August, 2024.

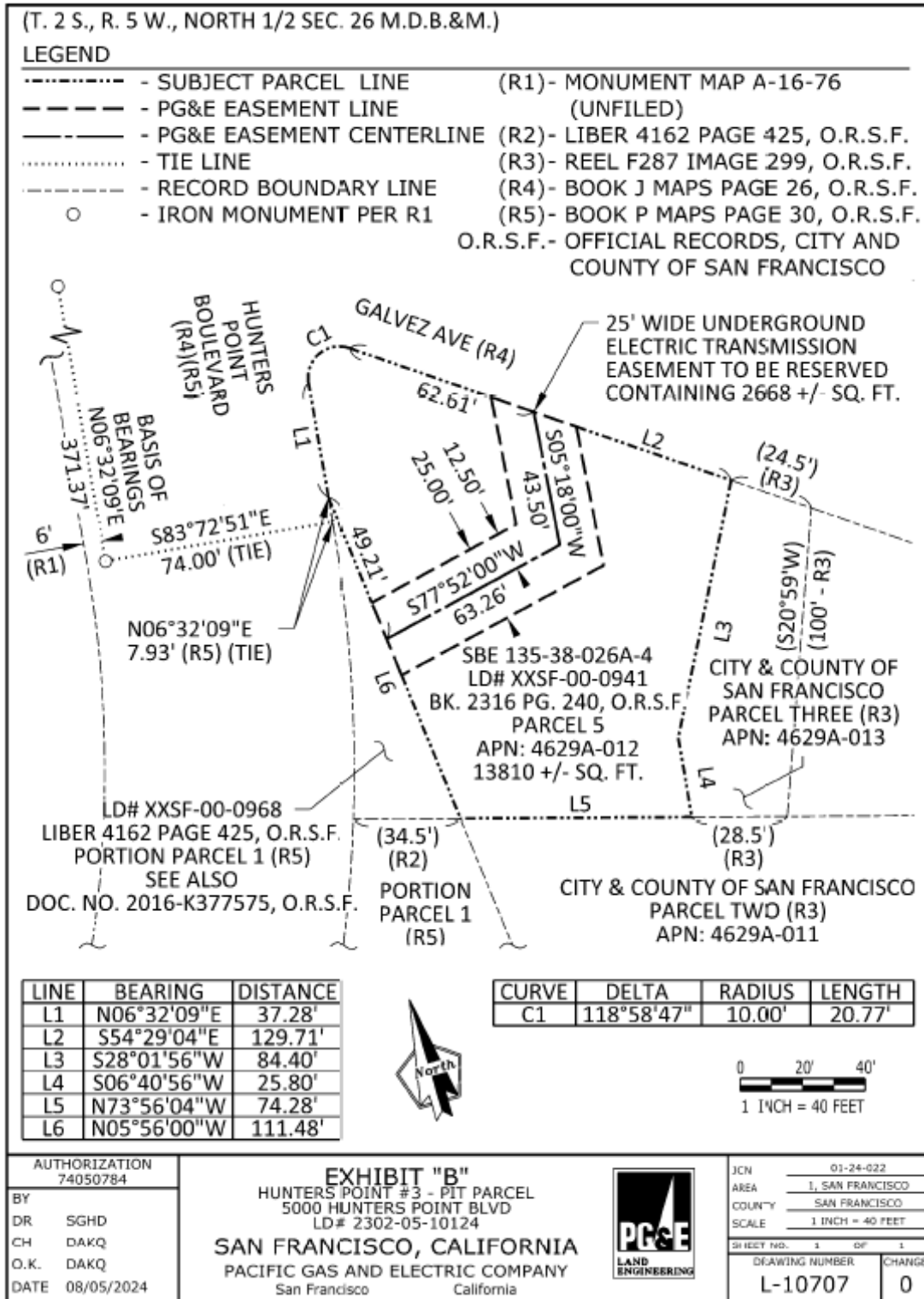
David
Kendall

Digitally signed
by David Kendall
Date: 2024.08.06
18:47:57 -07'00'



Exhibit "B"

Plat of the Easement Area



SF Pit Parcel (India Basin)

Exhibit D

Public

Attach to LD: 2302-05-10124
Area, Region or Location: 1
Land Service Office: Concord
Line of Business: Electric Transmission (42)
Business Doc Type: Conveyances Out
MTRSQ: 23.02.05.26.41, 23.02.05.26.42
FERC License Number: N/A
PG&E Drawing Number: L-10707
Plat No.:
LD of Affected Documents: XXSF-00-0941, XXSF-00-4517, XXGT-01-0599,
LD of Cross Referenced Documents: XXSF-00-0968, XXSF-00-3425
Type of interest: Sale of Fee (11F), (3) Electric Underground Easements (4), Utility Easement (86)
SBE Parcel: 135-38-026A-3
% Being Quitclaimed: N/A
Order or PM: 74050784
JCN: 01-24-022
County: San Francisco
Utility Notice Number: N/A
851 Approval Application No: TBD ;Decision: TBD
Prepared By: SGHD
Checked By: DAKQ
Approved By:
Revised by: SGHD (07/26/2024)

CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the [TITLE OF GRANTING DOCUMENT] dated _____, from the [GRANTOR'S NAME] a [California limited partnership, corporation, etc.] to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and its Board of Supervisors' Resolution No. _____, adopted on _____ [INCLUDE INFORMATION FOR ANY LATER RESOLUTION SPECIFICALLY AUTHORIZING THE SPECIFIC ACQUISITION], and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,

a municipal corporation

By: _____

[Name]

Director of Property

EXHIBIT E

ENVIRONMENTAL DOCUMENTS AND DISCLOSURES

5000 Hunters Point Blvd., San Francisco
APN 4629A-012

ENVIRONMENTAL DOCUMENTS			
Environmental documents to be provided to Buyer:			
Document Date	Document Name	Author	File Reference
2/2/2024	Memo to PG&E: Soil Sampling Results, Jan 2024, Hunters Point – Hawes Tower Property	Jake Liron and Geoff Wolfe, ETIC Engineering	PG&E/HP Hawes Tower/Project No. CH-PG0029-01 Task 1.02
2/2/2024	PG&E Memo to Indian Canyon Mutsun Band of Costanoan: Notice of Proposed Real Property Disposition- Bayview-Hunters Point, SF	PG&E, Reno Franklin, Tribal Liaison	5000 Hunters Point Blvd
9/7/2022	Phase 1 Environmental Site Assessment	ERM	5000 Hunters Point Blvd., San Francisco, CA; Project No. 0659207

OTHER DOCUMENTS			
Other documents to be provided to Buyer:			
Document Date	Document Name	Author	File Reference
	None		

SELLER’S REPRESENTATIONS AND WARRANTIES	
The representations and warranties of Seller set forth in Section 6.1 are modified by the following disclosures:	
Section 6.1(c)	None
Section 6.1(d)	None
Section 6.1(e)	None

Job Aid to Prepare

**ENVIRONMENTAL DOCUMENTS AND DISCLOSURES
EXHIBIT C TO PURCHASE AND SALE AGREEMENT**