

File No. 260718

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 15, 2026

Board of Supervisors Meeting Date _____

Cmte Board

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| ☒ | ☐ | <u>REC Commission Resolution No. 2408-008 8/15/2024</u> |
| ☒ | ☐ | <u>Exhibit A - Legal Description - Visitacion Ave</u> |
| ☒ | ☐ | <u>Exhibit B - Visitacion Ave Maps</u> |
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Completed by: Brent Jalipa Date July 9, 2026

Completed by: Brent Jalipa Date _____

1 [Grant of Easement - Pacific Gas and Electric Company - Execution of an Easement and
2 Installation of a High-Voltage Transmission Line - John McLaren Park - \$950,000]

3 **Resolution approving and authorizing a Purchase and Sale Agreement between the**
4 **City and County of San Francisco (“City”) and Pacific Gas and Electric Company**
5 **(“PG&E”) in the amount of \$950,000 granting PG&E an easement for subsurface**
6 **utilities in John McLaren Park under Visitacion Avenue and Mansell Street; adopting**
7 **findings of consistency with the General Plan, and eight priority policies of Planning**
8 **Code, Section 101.1; affirming the California Public Utilities Commission’s**
9 **determination under the California Environmental Quality Act; authorizing the Director**
10 **of Property to execute documents, make certain modifications, and take certain actions**
11 **in furtherance of the Purchase and Sale Agreement and this Resolution that do not**
12 **materially increase the obligations or liabilities to the City and are necessary to**
13 **effectuate the purposes of the Purchase and Sale Agreement or this Resolution.**

14
15 WHEREAS, The City and County of San Francisco’s (“City”) Recreation and Park
16 Department (“REC”) has jurisdiction over John McLaren Park (inclusive of roadways), an
17 approximately 313-acre park located in the Excelsior/Visitacion Valley neighborhood, and is
18 the fee owner of Assessor’s Parcel Block No. 6220, Lot No. 002, in the City and County of
19 San Francisco (the “Property”); and

20 WHEREAS, The San Francisco Public Utilities Commission (“PUC”) is a City
21 department that has jurisdiction over and maintains the City’s water, power, and wastewater
22 systems, including certain utility facilities located within the Property and described in the
23 Easement Deed (defined below); and

24 WHEREAS, Pacific Gas and Electric Company (“PG&E”) intends to install, operate,
25 and maintain a new single-circuit, 230kV transmission line between the Jefferson-Martin

1 transmission line vault through a portion of McLaren Park to the Egbert Switching Station in
2 the City to increase reliability of electric service to downtown San Francisco and provide
3 operational flexibility ("Cable Project"); and

4 WHEREAS, The Cable Project will involve both transmission line work and switching
5 station work, including the construction of an approximately 3.1-mile, 230 kV cable route for a
6 cable extending from Brisbane to PG&E's Egbert Switching Station; and

7 WHEREAS, The park roads are a component of park land under the jurisdiction of REC
8 and are not designated public rights-of-way and, as such, they therefore are not covered by
9 the existing Franchise Agreement between the City and PG&E; and

10 WHEREAS, The need for creating pedestrian connections and improving safety
11 through slowing vehicular speeds within McLaren Park has been established in REC's
12 McLaren Park Vision Plan and is listed as a priority action of the San Francisco Planning
13 Department's Visitacion Valley Impact Fee Plan Area; and

14 WHEREAS, REC, in coordination with the community, developed a scope for the
15 Visitacion Avenue Pedestrian and Bicycle Safety Project ("Vis Ave Safety Project") that
16 includes narrowing the roadway and adding protected bike lanes, sidewalks, and lighting, and
17 removing a significant amount of parking while maintaining parking in the high-use area
18 between the McLaren Community Garden and Coffman Pool; and

19 WHEREAS, The Cable Project will benefit the City through strengthening system
20 resiliency and resolving reliability concerns to meet the needs of the region's growing
21 population and will support continued economic vitality and bolster the resilience of the
22 electric infrastructure; and

23 WHEREAS, The community benefits from reduced impacts by undergrounding the
24 transmission line through McLaren Park instead of through a residential neighborhood, both
25 during construction and after; and

1 WHEREAS, The Vis Ave Safety Project is under the direction of REC and will continue
2 to be informed by community input, with project goals of increasing safety and improving
3 pedestrian and bicycle access along a half mile stretch of Visitacion Avenue between Mansell
4 Street and Hahn Street; and

5 WHEREAS, PG&E seeks to purchase an easement that will allow PG&E to use REC's
6 Property to construct, maintain and operate the Cable Project on the Property; and

7 WHEREAS, The City and PG&E have agreed to a Purchase and Sale Agreement; a
8 copy of the PSA is on file with the Clerk of the Board of Supervisors in File No. 260718 ("PSA"),
9 which is hereby declared to be a part of this Resolution as if set forth fully herein; and

10 WHEREAS, The PSA will codify the terms for granting an easement for the exclusive
11 use of PG&E to construct, maintain, and operate the portion of the Cable Project underneath
12 a portion of Visitacion Avenue and a portion of Mansell Street under the Property subject to
13 the following terms and conditions: 1) a purchase price of \$950,000 to be paid to REC upon
14 execution of the PSA, 2) Upon installation of the Cable Project, PG&E shall repave the
15 roadway at its full width in accordance with Public Works Minimum Infrastructure and
16 Roadway Requirements on Visitacion Avenue from Hahn Street to Mansell Street, on the
17 westbound portion of Mansell Street from Visitacion Avenue to University Street, as well as
18 the Visitacion Avenue/Mansell Street intersection and the Visitacion Valley Middle School
19 "turnaround" from Visitacion Avenue to the eastern curb of the turnaround, 3) The PSA is
20 dependent on the execution of a separate property transaction where PG&E has
21 decommissioned its transmission tower at 5000 Hunters Point Boulevard and will transfer the
22 property to REC, subject to Board of Supervisors approval; and

23 WHEREAS, City staff and PG&E have drafted a mutually-agreeable easement deed
24 that fully describes the rights and obligations of the parties with regard to the installation and
25

1 maintenance of PG&E subsurface utilities within the Property; a copy of the easement deed is
2 included as an exhibit to the PSA (the "Easement Deed"); and

3 WHEREAS, The Easement Deed will further REC's mission, as articulated in REC's
4 Strategic Plan Objective 1.1 ("Develop more open space and improve access to existing
5 facilities to address population growth in high-need and emerging neighborhoods"), by funding
6 much-needed bicycle and pedestrian improvements at Visitacion Avenue and by enabling the
7 India Basin park project to move forward upon the Board's approval of this Resolution; and

8 WHEREAS, On August 15, 2024, the Recreation and Park Commission unanimously
9 approved Resolution No. 2408-007 affirming the PG&E option for an easement at Visitacion
10 Avenue within the Property and urging the Board of Supervisors to approve granting PG&E an
11 underground utility easement over the Property in connection with the Cable Project; and

12 WHEREAS, On August 15, 2024, the Recreation and Park Commission unanimously
13 approved Resolution No. 2408-008 affirming the City's acquisition of the PG&E property at
14 5000 Hunters Point Boulevard subject to PG&E reserving an underground electric easement
15 over the property in connection with the India Basin Waterfront Development project; and

16 WHEREAS, The California Public Utilities Commission ("CPUC"), as lead agency,
17 granted a Certificate of Public Convenience and Necessity in accordance with the California
18 Environmental Quality Act ("CEQA") for the Cable Project by Decision No. 20-06-037 on
19 June 25, 2020; a Notice of Determination was filed with the State Clearinghouse on July 13,
20 2020; now, therefore, be it

21 RESOLVED, The Board of Supervisors affirms the CPUC's determination under CEQA
22 and finds that the proposed easement on the Property is consistent with the General Plan and
23 eight priority policies of Planning Code, Section 101.1; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors finds that 1) the public interest
25 or necessity demands the transactions contemplated in the PSA, 2) competitive bidding is

1 impractical or impossible given that the PSA is establishing property rights in connection with
2 exclusively shared development goals, including PG&E's installation of the Cable Project
3 upon the Property and REC's construction of the Vis Ave Safety Project upon the Property, as
4 well as the 900 Innes/India Basin Waterfront Development Project at a separate location
5 which is reliant on the acquisition of the PG&E parcel at Block 4629A Lot 012 which is
6 dependent upon the adoption of this Resolution, and 3) the PSA will further a proper public
7 purpose by ensuring the Property is developed with the Vis Ave Safety Project that will
8 improve safety for people walking, biking, driving and parking along the half-mile-long
9 Visitacion Avenue corridor through McLaren Park between Mansell Street and Hahn
10 Street/Mrs. Jackson Way by adding new sidewalks, bikeways and lighting, and traffic calming
11 features to slow vehicular traffic along Visitacion Avenue and add a new crosswalk to connect
12 Leland Avenue to Herz Playground; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors affirms the adequacy of the
14 easement appraisal, performed by the City's Department of Real Estate citing a fair market
15 value purchase price below the agreed upon purchase price of \$950,000 for the execution of
16 the PSA by PG&E for installation of a high voltage transmission line in McLaren Park under
17 Visitacion Avenue and Mansell Street; and, be it

18 FURTHER RESOLVED, That in accordance with the recommendation of the General
19 Manager of REC and the Director of Property, the Board of Supervisors approves the PSA
20 and the transactions contemplated thereby in substantially the form presented to the Board,
21 and authorizes the General Manager of REC and the Director of Property to execute the PSA
22 in accordance with the terms and conditions of the PSA, and to take all actions necessary or
23 appropriate to establish the easement; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
25 Property to enter into any amendments to the PSA and Easement Deed and to enter into

1 ancillary agreements that the Director of Property determines, in consultation with the City
2 Attorney and General Manager of REC, are in the best interest of the City, do not otherwise
3 materially increase the obligations or liabilities of the City, are necessary or advisable to
4 effectuate the purposes of the agreements and this resolution and are in compliance with all
5 applicable laws, including the City's Charter; and, be it

6 FURTHER RESOLVED, That the Director of Property shall provide the Clerk of the
7 Board of Supervisors a fully executed copy of the PSA within thirty (30) days after execution.

8
9 RECOMMENDED:

10
11 /s/ Sarah Madland
12 Sarah Madland
13 General Manager
14 San Francisco Recreation and Park Department

15 /s/ Sarah R. Oerth
16 Sarah R. Oerth
17 Director of Property
18 Real Estate Department
19
20
21
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25

Item 4 File 26-0718	Department: Recreation and Parks Department
EXECUTIVE SUMMARY	
Legislative Objectives The proposed resolution would approve a purchase and sale agreement between the City and the Pacific Gas and Electric Company (PG&E) to provide an easement to PG&E to install underground utilities along Visitacion Avenue in John McLaren Park for \$950,000.	
Key Points - PG&E plans to install a new high voltage underground transmission line under City streets and through John McLaren Park under Visitacion Avenue and Mansell Street (the Cable Project). This proposed 3.1-mile-long transmission line will connect existing transmission lines in Brisbane and the Egbert Switching Station in San Francisco. The line would be installed, operated, and maintained by PG&E. The proposed Cable Project would increase reliability of electrical service to San Francisco, especially in the case of an emergency. - The Recreation and Parks Department (REC) developed the Visitacion Avenue Pedestrian and Bicycle Safety Project (Vis Ave Safety Project) to take advantage of PG&E's work on the roadway. Under this proposal, PG&E's work will include curb-to-curb repaving along Visitacion Avenue, and the proposed sale of the easement will partially fund adjacent safety improvements, including new sidewalks, bikeways, and lighting, along with traffic-calming features to slow vehicle speeds. - The purchase price of \$950,00 was negotiated and exceeds the appraised value of the easement to provide sufficient funding for the adjacent safety improvement project along Visitacion Ave and support park purpose for the easement.	
Fiscal Impact Sale of the easement within John McLaren Park to PG&E will generate \$950,000 in revenues to the City. According to REC staff, the revenue generated from the easement will be allocated toward the Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project, which has an estimated construction budget of \$3.5 million and a total project budget of \$5.7 million.	
Recommendation Approve the proposed resolution.	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) any modification of such contracts of more than \$500,000 is subject to Board of Supervisors approval.

City Charter Section 9.118(c) states that any sale of real property owned by the City and County of San Francisco is subject to Board of Supervisors approval.

BACKGROUND

The Pacific Gas and Electric Company (PG&E) plans to install a new high voltage underground transmission line under City streets and through John McLaren Park under Visitacion Avenue and Mansell Street (the Cable Project). This proposed 3.1-mile-long transmission line will connect existing transmission lines in Brisbane and the Egbert Switching Station in San Francisco. The line would be installed, operated, and maintained by PG&E. The Cable Project would increase reliability of electrical service to San Francisco, especially in case of an emergency. According to an August 2024 Recreation and Parks (REC) Department staff memo to the Recreation and Park Commission, the Cable Project will allow San Francisco electric system greater flexibility and independence to adapt to potential losses in service.

A portion of John McLaren Park (under Visitacion Avenue and a portion of Mansell Street) is not covered by the existing franchise agreement between the City and PG&E. This portion of land is under jurisdiction of the Recreation and Parks Department and is not designated public right-of-way under the jurisdiction of Public Works. Because of this, PG&E requires City authorization to install infrastructure through the park.

The Recreation and Parks Department developed the Visitacion Avenue Pedestrian and Bicycle Safety Project (Vis Ave Safety Project) to take advantage of PG&E's work on the roadway. Under this proposal, PG&E's work will include curb-to-curb repaving along Visitacion Avenue, and the proposed sale of the easement will partially fund adjacent safety improvements. The Department is coordinating with PG&E to ensure the Vis Ave Safety Project improvements are not disturbed by PG&E's work.

2018 McLaren Park Vision Plan

This plan was created in Spring 2018 based on over two years of community outreach. This plan aims to improve access and safety of McLaren Park by consolidating routes, restoring habitats, and redesigning roadway corridors. This plan calls for improvements to be made along the same corridor where PG&E proposes to install the Cable Project.

Visitacion Avenue Pedestrian and Bicycle Safety Project

This project was developed based on the 2018 McLaren Park Vision Plan to improve pedestrian and bicyclist safety along the Visitacion Avenue corridor by adding new sidewalks, bikeways, and

lighting, along with traffic-calming features to slow vehicle speeds. The proposed Cable Project would be developed adjacent and without disruption to the Visitacion Avenue Pedestrian and Bicycle Safety Project.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a purchase and sale agreement between the City and PG&E to provide an easement to PG&E to install underground utilities as part of the Cable Project for \$950,000. The resolution also finds that the proposed sale of the easement furthers a public purpose because the transaction supports safety improvements along Visitacion Avenue through McLaren Park.

Easement Deed

Under the proposed permanent easement deed, PG&E will construct, operate, and maintain an underground electrical transmission line within the easement area, along with necessary facilities and rights of entry, subject to the City's continued use of the park land. Before performing any work in the easement area, PG&E must submit plans for the City's review and approval (via a temporary minor encroachment permit), comply with Locate and Mark Rules to identify existing utilities, and ensure no damage to City facilities. Both parties must give 30 days' written notice before any excavation, except in emergencies, while initial Cable Project construction requires 90 days' advance notice. The City retains the right to use the subsurface of its property for its own utilities and to grant nonexclusive rights to third parties within the easement area. PG&E must restore any disturbed areas to pre-existing conditions within 12 months and must repave affected roadways curb-to-curb following initial Cable Project installation.

The easement is granted with no defined expiration term and no extension mechanism.

Purchase and Sale Agreement

Under the proposed Purchase and Sale Agreement (Purchase Agreement), PG&E will pay the City \$950,000 for the easement. The purchase price includes a \$50,000 deposit due within five business days of the effective date. As required under Administrative Code Chapter 23.3, REC obtained an appraisal and a review appraisal of the property. The purchase price was negotiated and exceeds the appraised value. According to REC staff, a \$950,000 purchase price was agreed upon to provide sufficient funding for the adjacent safety improvement project along Visitacion Ave and support park purpose for the easement.

Contingencies

This agreement is dependent on the execution of a separate property transaction where PG&E will decommission their transmission tower at 5000 Hunters Point Boulevard and transfer property to REC, subject to Recreation and Park Commission and City approvals. This resolution was negotiated alongside this separate transaction because both projects have similar project teams and timeframes. The proposed purchase agreement stipulates that closing of the proposed sale will occur at the same time as closing of the sale of 5000 Hunters Point Boulevard.

FISCAL IMPACT

Sale of the easement within John McLaren Park to PG&E will generate \$950,000 in revenues to the City. According to REC staff, the revenue generated from the easement will be allocated toward the Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project, which has an estimated construction budget of \$3.5 million and a total project budget of \$5.7 million.

RECOMMENDATION

Approve the proposed resolution.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

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

and

Pacific Gas and Electric Company,
a California corporation,

as Buyer,

for the purchase and sale of

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

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

_____, 2026

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LIST OF EXHIBITS

EXHIBIT A Description of Seller's Property

EXHIBIT B Easement Deed

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

1. PURCHASE AND SALE

1.1 Purchase and Sale of Easement

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

1.2 Easement Areas; Nature of Easement

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

2. PURCHASE PRICE

2.1 Purchase Price.

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

2.2 Deposits

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

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

2.3 Independent Consideration.

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

2.4 Balance of Purchase Price.

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

2.5 Funds

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

3. ESCROW

3.1 Establishment and the Close of Escrow

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

3.2 Deposits into Escrow.

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

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

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

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

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

3.3 Closing

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

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

3.4 Costs

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

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

4. CONDITIONS TO CLOSING

4.1 Buyer's Conditions to Closing

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

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

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

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

4.2 Seller's Conditions to Closing.

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

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

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

5. TITLE INSURANCE

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

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

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

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

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

5.2 Title Review.

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

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

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

6. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. INTENTIONALLY OMITTED

10. INTENTIONALLY OMITTED

11. GENERAL PROVISIONS

11.1 Notices

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

City:

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

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

Buyer

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

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

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

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

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

11.2 Brokers and Finders

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

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

11.3 Successors and Assigns

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

11.4 Amendments; Waivers

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

11.5 Continuation and Survival of Representations and Warranties

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

11.6 Governing Law

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

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

11.7 Merger of Prior Agreements; No Inducement

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

11.8 Parties and Their Agents; Approvals

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

11.9 Interpretation of Agreement

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

11.10 Intentionally Omitted

11.11 Intentionally Omitted

11.12 Severability

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

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

11.13 Sunshine Ordinance

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

11.14 Conflicts of Interest

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

11.15 Notification of Limitations on Contributions

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

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

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

11.17 Counterparts

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

11.18 Effective Date

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

11.19 Cooperative Drafting

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

[Signatures on next page]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth

Its: Director of Property

Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

BUYER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Date: _____

EXHIBIT A

Description of Seller's Property

EXHIBIT B

Easement Deed

[See attached]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

And to:

PG&E

Pacific Gas and Electric Company
300 Lakeside Drive, Suite 210
Oakland, CA 94612

Attn: Land Rights Library

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

APN: 6220-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

(Underground Electrical Transmission Line Easement)

RECITALS

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

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

C. The need for creating pedestrian connections and improving safety through slowing vehicular speeds within McLaren Park has been established in RPD's McLaren Park Vision Plan and is listed as a priority action of the San Francisco Planning Department's Visitacion Valley

Impact Fee Plan Area. RPD, in coordination with the community, developed a scope for the Visitacion Avenue Pedestrian and Bicycle Safety Project (“**Vis Ave Safety Project**”) that includes narrowing the roadway and adding protected bike lanes, new sidewalks, and lighting, and removing largely unused parking while maintaining parking in the high-use area between the McLaren Community Garden and Coffman Pool.

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

9. Restrictions on Use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to:

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

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

With a copy to:
And to:

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

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

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

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

20. General Provisions. (a) This Easement Deed may be amended or modified only by a writing signed by City and PG&E. (b) No waiver by any party of any of the provisions of this Easement Deed shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the attached exhibits) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this Easement Deed. (d) The section and other headings of this Easement Deed are for convenience of reference only and shall be disregarded in the interpretation of this Easement Deed. (e) Time is of the essence. (f) This Easement Deed shall be governed by California law and City's Charter and Administrative Code. (g) If either party commences an action against the other or a dispute arises under this Easement Deed, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. For purposes of this Easement Deed, City's reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys in City with comparable experience. (h) The obligations of PG&E under this Easement Deed shall be joint and several. (i) This Easement Deed has been drafted through a cooperative effort of City and PG&E, and both parties have had an opportunity to have this Easement Deed reviewed and revised by legal counsel. No party shall be considered the drafter of this Easement Deed, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Easement Deed. (j) Use of the word "including" or similar words shall not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation," "but not limited to," or similar words, are used. (k) Notwithstanding anything to the contrary contained in this Easement Deed, City acknowledges and agrees that no officer or employee of City has authority to commit City to this Easement Deed unless and until a resolution approving this Easement Deed of City's Public Utilities Commission and City's Board of Supervisors and Mayor, shall have been duly adopted and approved. Therefore, any obligations or liabilities of City under this Easement Deed are contingent upon enactment of such a resolution and ordinance, and this Easement Deed shall be null and void if City's Board of Supervisors and Mayor do not approve this Easement Deed, at their respective sole discretion.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 2026.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth

Its: Director of Real Estate

Date: _____

ACCEPTED AND AGREED

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

GRANTEE:

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

Board of Supervisors Resolution No.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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 _____ (Seal)

ACKNOWLEDGMENT

EXHIBIT A

Legal Description of Easement Area

[see attached]

EXHIBIT "A"

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

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

(APN 6220-002)

STRIP 1

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

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

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

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

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

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Reroute Jefferson Martin 230kV Line

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

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

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

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

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

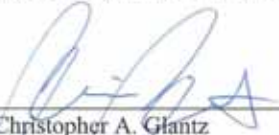
LD XXSF-00-10179

2022140 (01-22-053) 8 22 01

Reroute Jefferson Martin 230kV Line

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

Prepared by:
Pacific Gas and Electric Company



Christopher A. Glantz
LS No. 8850

9/2/2022

Date



EXHIBIT B

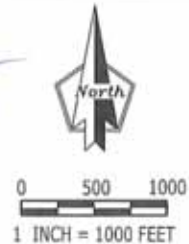
Depiction of Easement Area

[see attached]

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

LEGEND

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



JOHN F. SHELLEY DR.

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



BASIS OF BEARING

THE FOREGOING DESCRIPTION IS BASED ON A SURVEY MADE BY PACIFIC GAS & ELECTRIC IN JUNE 2022. THE BASIS OF BEARINGS USED IS BASED ON A COURSE BETWEEN A FOUND 2-INCH BRASS DISK, CCSF CONTROL POINT #117 AT THE "PHILOSOPHER'S WAY TRAILHEAD" AND A FOUND ANCHOR SCREW AND WASHER STAMPED "LS6725" IN THE RIGHT OF WAY OF HAHN STREET WHICH COURSE BEARS S 27°10'22\"/>

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

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



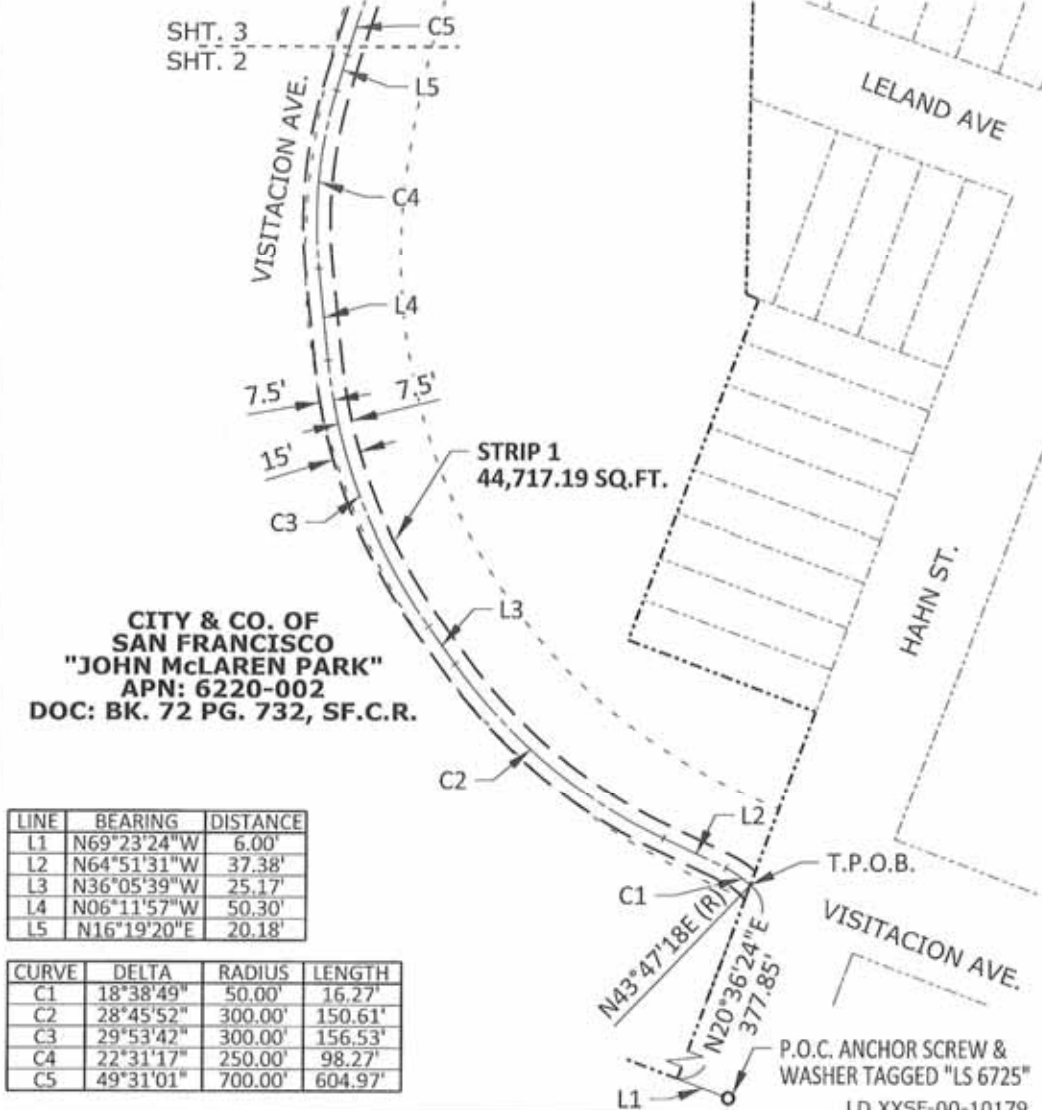
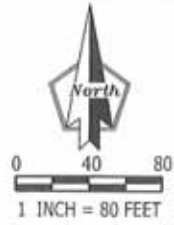
LD XXSF-00-10179	
JCN	01-22-053
AREA	AREA #1, SAN FRANCISCO
COUNTY	SAN FRANCISCO
SCALE	1 INCH = 1000 FEET
SHEET NO.	1 OF 6
DRAWING NUMBER	CHANGE
L-10577	0

EXHIBIT B
 Depiction of Easement Area

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

NOTES

REFER TO SHEET 1 OF 6 FOR LEGEND



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

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

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



LD XXSF-00-10179

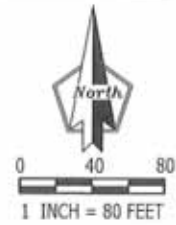
AUTHORIZATION 74000904		EXHIBIT "B"		JCN 01-22-053	
BY E4BK		REROUTE JEFFERSON MARTIN 230kV LINE		AREA #1, SAN FRANCISCO	
DR CLGW		JOHN McLAREN PARK; APN: 6220-002		COUNTY SAN FRANCISCO	
CH C6G5		SAN FRANCISCO, CALIFORNIA		SCALE 1 INCH = 80 FEET	
O.K. C6G5		PACIFIC GAS AND ELECTRIC COMPANY		SHEET NO. 2 OF 6	
DATE 08/26/2022		San Francisco California		DRAWING NUMBER L-10577	
				CHANGE 0	



EXHIBIT B
Depiction of Easement Area

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

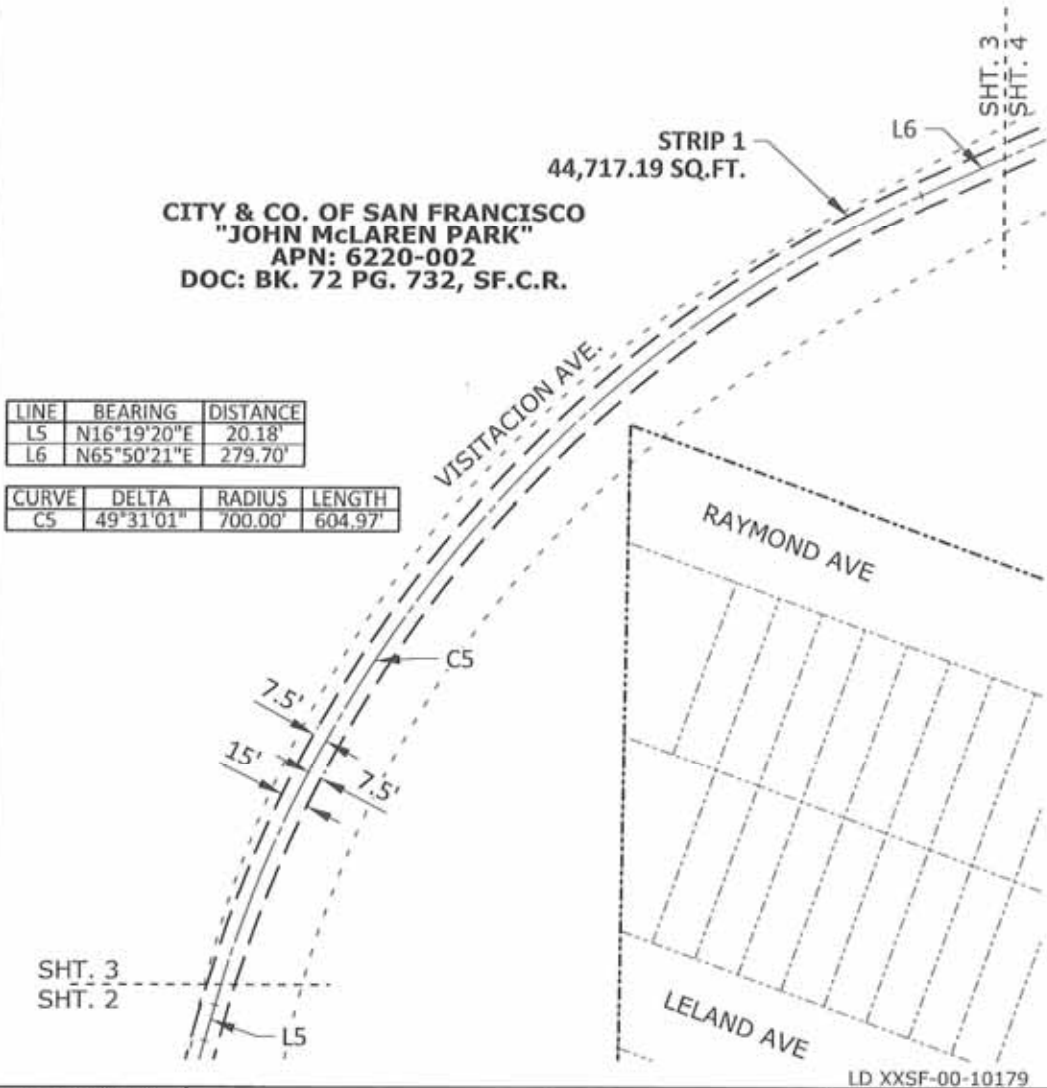
NOTES
 REFER TO SHEET 1 OF 6 FOR LEGEND



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

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

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



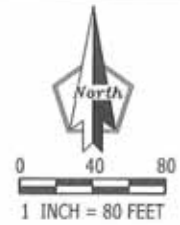
LD XXSF-00-10179

AUTHORIZATION 74000904		EXHIBIT "B" REROUTE JEFFERSON MARTIN 230kV LINE JOHN McLAREN PARK; APN: 6220-002 SAN FRANCISCO, CALIFORNIA PACIFIC GAS AND ELECTRIC COMPANY San Francisco California		JCN 01-22-053 AREA AREA #1, SAN FRANCISCO COUNTY SAN FRANCISCO SCALE 1 inch = 80 feet
BY E4BK	DR CLGW			SHEET NO. 3 OF 6 DRAWING NUMBER L-10577 CHANGE 0
CH C6G5	O.K. C6G5			
DATE 08/26/2022				

EXHIBIT B
 Depiction of Easement Area

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

NOTES
 REFER TO SHEET 1 OF 6 FOR LEGEND



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

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

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

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

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

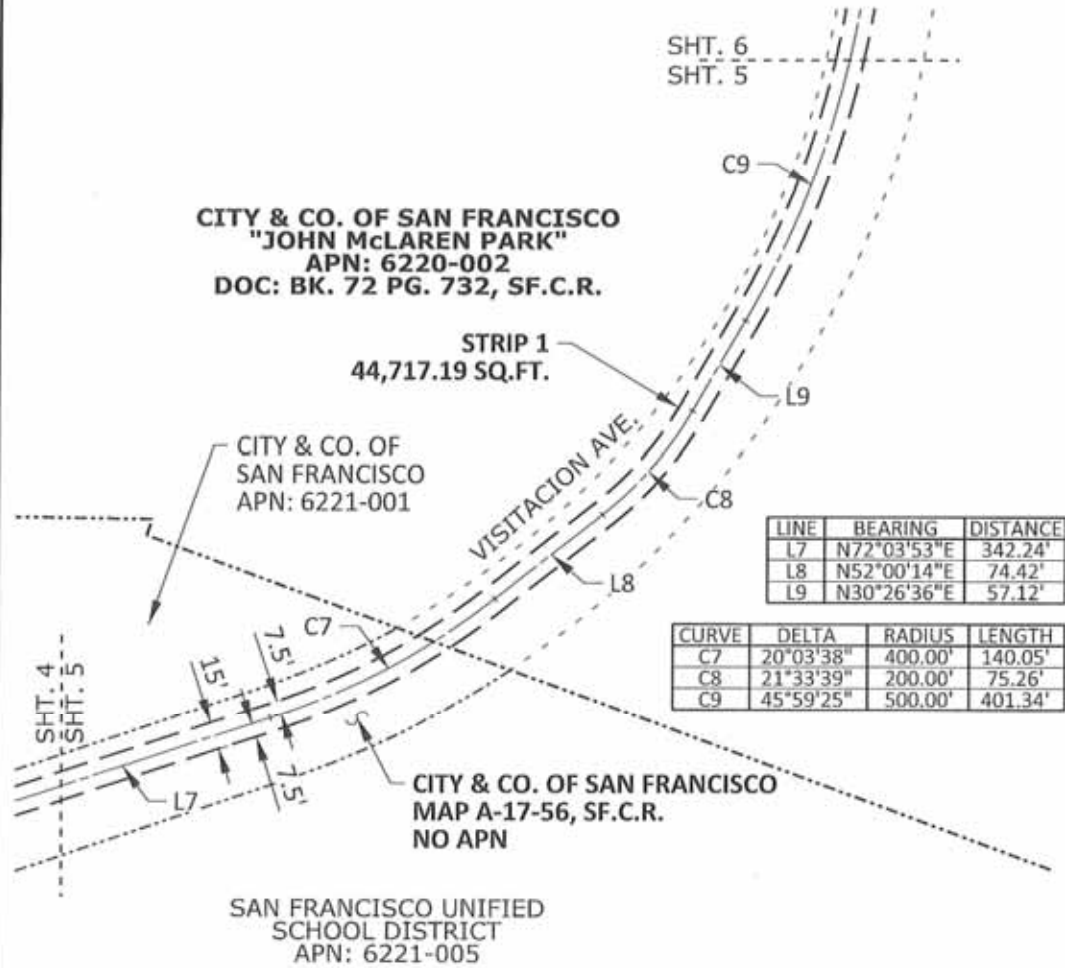
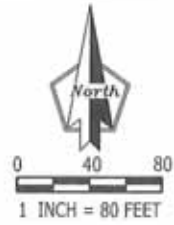


AUTHORIZATION 74000904		EXHIBIT "B" REROUTE JEFFERSON MARTIN 230kV LINE JOHN McLAREN PARK; APN: 6220-002 SAN FRANCISCO, CALIFORNIA PACIFIC GAS AND ELECTRIC COMPANY San Francisco California			LD XXSF-00-10179		
BY	E4BK				JCN	01-22-053	
DR	CLGW				AREA	AREA #1, SAN FRANCISCO	
CH	C6G5				COUNTY	SAN FRANCISCO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

EXHIBIT B
 Depiction of Easement Area

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

NOTES
 REFER TO SHEET 1 OF 6 FOR LEGEND



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

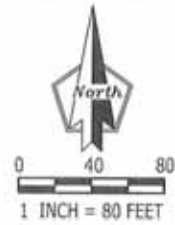
CURVE	DELTA	RADIUS	LENGTH
C7	20°03'38"	400.00'	140.05'
C8	21°33'39"	200.00'	75.26'
C9	45°59'25"	500.00'	401.34'

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

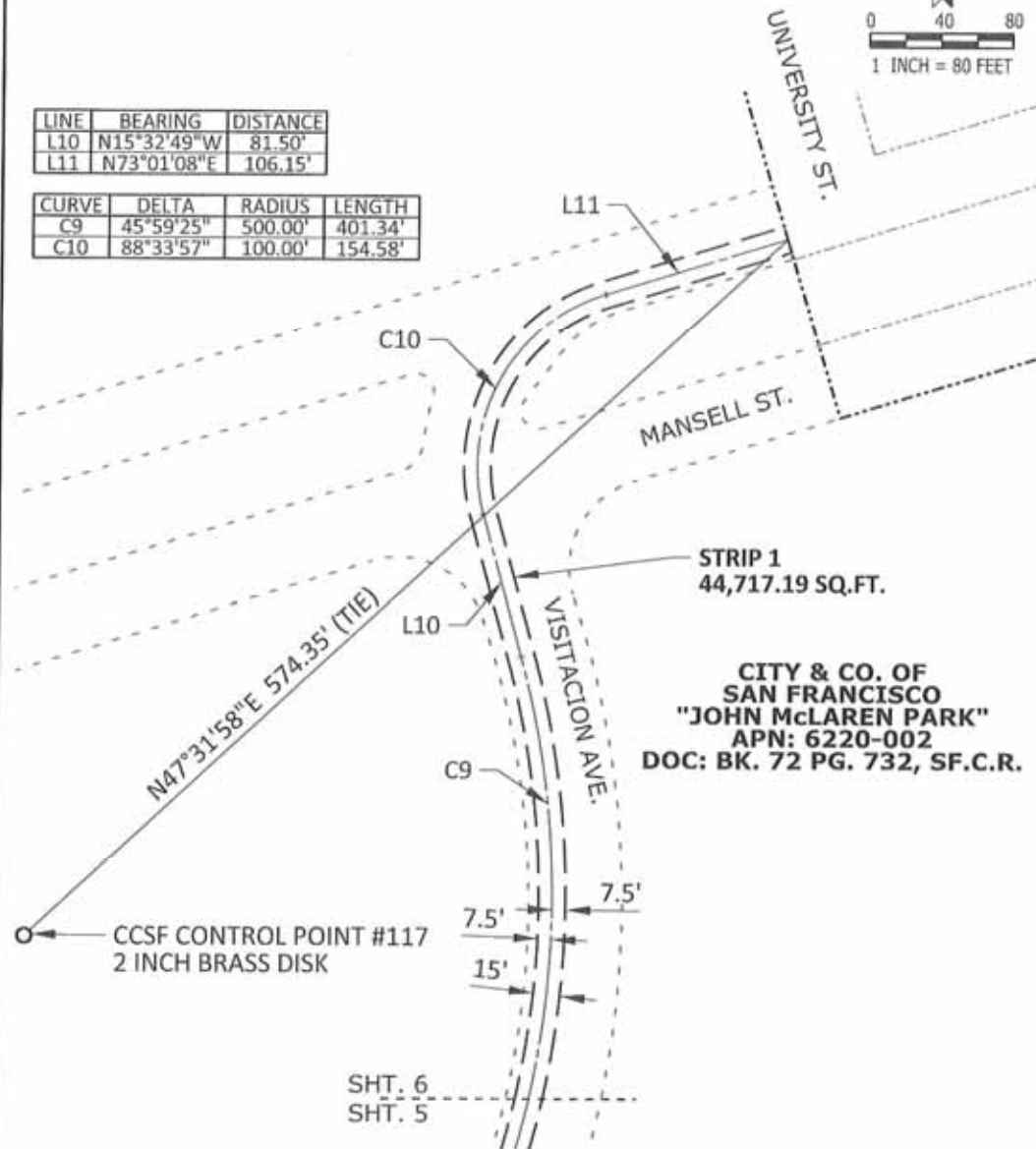
RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO
RANCHO CANADA DE GUADALUPE
(T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

NOTES
REFER TO SHEET 1 OF 6 FOR LEGEND



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

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



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

AUTHORIZATION 74000904			LD XXSF-00-10179		
BY	E4BK		JCN	01-22-053	
DR	CLGW		AREA	AREA #1, SAN FRANCISCO	
CH	C6G5		COUNTY	SAN FRANCISCO	
O.K.	C6G5		SCALE	1 inch = 80 feet	
DATE	08/26/2022	SHEET NO. 6 OF 6		DRAWING NUMBER L-10577	CHANGE 0

EXHIBIT B
Depiction of Easement Area

Decision 20-06-037 June 25, 2020

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of PACIFIC GAS AND
ELECTRIC COMPANY (U39E) for a
Certificate of Public Convenience and
Necessity Authorizing the
Construction of the Egbert Switching
Station Project.

Application 17-12-021

**DECISION GRANTING CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY AUTHORIZING CONSTRUCTION OF
THE EGBERT SWITCHING STATION PROJECT**

Summary

This decision grants Pacific Gas and Electric Company a certificate of public convenience and necessity authorizing the construction of the Egbert Switching Station Project with the environmentally superior project alternative and all mitigation measures identified in the final Environmental Impact Report for this project. This proceeding is closed.

1. Background

Pacific Gas and Electric Company (PG&E) filed Application 17-12-021 to request a certificate of public convenience and necessity (CPCN) to construct the Egbert Switching Station Project on December 28, 2017. The proposed project

includes construction, operation, and maintenance of a new 230 kilovolt (kV) switching station to be located in the Portola Place District in the City and

County of San Francisco, along with new transmission lines leading to the station. The proposed project would provide another path to serve customers in San Francisco in the event that the existing substation and/or existing transmission lines become inoperable due to an extreme event.

The proposed project would include the following components:¹

- Egbert Switching Station: A new 230 kV switching station, housed in an approximately 11,000-square-foot building, would be constructed on a 1.7-acre parcel at 1755 Egbert Avenue, San Francisco.
- Jefferson-Egbert Transmission Line: A new approximately 3.1-mile 230 kV underground transmission line would be installed between an existing Jefferson-Martin transmission line vault near the intersection of Guadalupe Canyon Parkway and Carter Street in the City of Brisbane, and the proposed Egbert Switching Station in the City and County of San Francisco.
- Egbert-Embarcadero and Martin-Egbert Transmission Lines: Two new 230 kV transmission line segments, each approximately 0.4 miles long, would be installed between the proposed Egbert Switching Station and the existing Martin-Embarcadero transmission line near the intersection of Bayshore Boulevard and Bacon Street.
- Existing Martin Substation: Once the proposed switching station and transmission lines are constructed and operational, the Jefferson transmission line terminal and associated equipment at Martin Substation would be removed.
- Existing Embarcadero and Jefferson Substations: Minor modifications for protection and control of the rerouted

¹ See the Final EIR for the proposed project at ES-2.

existing Jefferson and Embarcadero transmission lines would occur at the existing Embarcadero and Jefferson Substations.

On April 3, 2018, the assigned Commissioner issued a scoping memo to identify the issues to be considered in this proceeding and to direct interested stakeholders to participate in the California Environmental Quality Act (CEQA) public comment process for the proposed project.

The California Public Utilities Commission (Commission) prepared a Final Environmental Impact Report (EIR) pursuant to the CEQA for the proposed project. The Commission issued the notice of availability of this Final EIR on December 23, 2019.²

The Commission held a prehearing conference on February 20, 2020 to discuss the scope of the proceeding and determine the need for hearing and schedule for resolving the matter. At the prehearing conference (PHC), PG&E expressed its support for the environmentally superior project alternative identified in the Final EIR. PG&E also affirmed that it had no concerns about the feasibility of the environmentally superior project alternative or any mitigation measures identified in the Final EIR.

On March 4, 2020, the assigned Commissioner issued a supplemental scoping memo. Since this application is uncontested, the scoping memo determined that no hearing was necessary. The scoping memo also directed PG&E to file a declaration with an updated estimate of the maximum cost of the

² https://www.cpuc.ca.gov/environment/info/dudek/egbert/Egbert_FEIR_Dec2019.pdf

proposed project and determined that the case would be submitted upon the filing of such declaration.

On April 30, 2020, PG&E timely filed a declaration with an updated estimate of the maximum cost of the proposed project, including the environmentally superior project alternative and all mitigation measures identified in the Final EIR.

2. Issues Before the Commission

Pursuant to Public Utilities Code (Pub. Util. Code) § 1001 et seq., PG&E may not proceed with the proposed project absent certification by the Commission that the present or future public convenience and necessity require it, and the Commission shall determine the maximum cost of the approved project.

Under General Order (GO) 131-D, the Commission conducts this review through the process established by CEQA. The Commission, as the lead agency for review of this project, conducted a review to identify environmental impacts of the project, and ways to avoid or reduce environmental damage, for consideration in the determination of whether to approve the project or a project alternative. The Commission issued a Final EIR for this project that identifies the environmental impacts of the project, along with an environmentally superior project alternative and appropriate mitigation measures.

In accordance with CEQA, the Commission will consider the feasibility of an identified environmentally superior project alternative and all identified mitigation measures, and if there are unavoidable significant impacts, whether there are overriding considerations that merit project approval. In addition,

pursuant to General Order (GO) 131-D and Decision (D.) 06-01-042, the Commission will not approve a project unless its design is in compliance with the Commission's policies governing the mitigation of electromagnetic field (EMF) effects using low-cost and no-cost measures.

Accordingly, the issues before the Commission are as follows:

- a. Did the Commission review and consider the EIR, was the EIR completed in compliance with CEQA, and does the EIR reflect the Commission's independent judgment?
- b. Does the EIR identify mitigation measures and/or an environmentally superior project alternative that will eliminate or lessen the identified significant environmental impacts? Are any of these mitigation measures and/or project alternative infeasible?
- c. Does the proposed project serve a present or future public convenience and necessity? To the extent that the proposed project and/or project alternatives result in significant and unavoidable impacts, are there overriding considerations that nevertheless merit Commission approval of the proposed project or project alternative?
- d. Is the proposed project and/or environmentally superior project alternative designed in compliance with the Commission's policies governing the mitigation of EMF effects using low-cost and no-cost measures?
- e. If a certificate is granted, what is the maximum cost of the approved project?

3. Environmental Review

We have reviewed and considered the EIR and find that substantial evidence supports the EIR's findings. We certify that the Commission completed the EIR in accordance with CEQA, and that the EIR reflects our independent judgement.

The Commission's environmental review was completed after notice and opportunity for public comment. On November 16, 2018, the Commission published a Notice of Preparation (NOP) of an EIR for the project and invited public comments, due on December 17, 2018. The Commission held a public informational meeting in Brisbane on December 3, 2018 and published a scoping report on January 30, 2019. The Commission released a Draft EIR for public review on September 30, 2019, for a 45-day public review period, ending November 14, 2019.

The Final EIR, released on December 23, 2019, documents and addresses all public comment letters received by the Commission during the 45-day public review period.³ The Final EIR includes mitigation measures for environmental impacts and an environmentally superior project alternative.

4. Mitigation Measures

We find that the mitigation measures identified in the Final EIR are feasible. In Table ES-1 in Section ES-7 of the Final EIR, the Commission summarized the environmental impacts and feasible mitigation measures that the Commission identified for the proposed project.⁴ At the PHC, PG&E affirmed that it had no concerns about the feasibility of the mitigation measures identified in the Final EIR.

³ Table 2-1 of the Final EIR lists all comment letters received by the Commission during the Draft EIR review period. The following stakeholders submitted comments: California Department of Transportation, the Governor's Office of Planning and Research, Bayshore Sanitary District, Pacific Gas & Electric, Steve Gowin, Stephanie Gowin and Wallis Wong.

⁴ The list of feasible mitigation measures from the Final EIR is also attached to this decision.

The Final EIR found that the proposed project would not have any significant environmental impacts that cannot be mitigated to a less than significant level with the mitigation measures identified in the Final EIR, except for a potentially significant Class I land use impact associated with the Sunnydale HOPE Master Plan development project (see Section 4 below).

5. Environmentally Superior Project Alternative

We find that the environmentally superior project alternative identified in the Final EIR is feasible and would address the potentially significant Class I land use impact associated with the Sunnydale HOPE Master Plan development project.

In Section E-3 of the Final EIR, the Commission identified the Sunnydale Option A Alternative as the environmentally superior project alternative since it would avoid the Class I land use impact associated with the proposed project and not create any substantially greater impacts as compared to the proposed project.⁵ Under this alternative, the project would largely remain the same as the proposed project, other than construction of a segment of the proposed Jefferson-Egbert transmission line that avoids impacts to the Sunnydale HOPE Master Plan development project. Although the segment would be approximately 0.6 miles longer than the proposed project segment, most impacts would be similar to the proposed project, with the exception of air quality, energy, and GHG emissions, which would marginally increase due construction activities for undergrounding

⁵ The Final EIR also discussed the No Project Alternative and determined that not constructing the project would eliminate environmental impacts but also would not achieve the project's reliability and resilience objectives.

the longer transmission line. The slight increase in impacts to air quality, energy, and GHGs during construction of the Sunnydale Option A Alternative would be considered temporary and not significant.

At the PHC, PG&E expressed its support for the environmentally superior project alternative identified in the final EIR and affirmed that it had no concerns about the feasibility of this environmentally superior project alternative.

6. Public Need for Project

We find that the proposed project serves a public need.⁶ In the Final EIR, the Commission found that the proposed project would address reliability concerns for the San Francisco Peninsula.

Section A-3 of the Final EIR described the reliability issue and the need for the project. Electricity customers on the San Francisco Peninsula are currently served by only two sources: Martin Substation's 230 kV and 115 kV systems from the south, and the Trans Bay Cable LLC Trans Bay Cable from the east. Should the transmission systems at Martin Substation be rendered inoperable, the Trans Bay Cable, if it functions properly, could only supply approximately 46% of San Francisco's typical weekday electrical needs. A loss of operation of the Martin Substation would result in blackouts and rotating outages in San Francisco until the infrastructure at Martin Substation could be repaired. The proposed project would address the San Francisco Peninsula's reliability

⁶ Since the proposed project does not result in significant impacts after inclusion of the environmentally superior project alternative and all mitigation measures, we do not need to determine whether there are overriding considerations that nevertheless merit Commission approval of the proposed project or project alternative.

concerns by reconfiguring the existing 230 kV transmission lines terminating at the Martin Substation to provide a new 230 kV path bypassing the Martin Substation to the new Egbert Switching Station. This would provide an alternative source for the San Francisco Peninsula that, together with the Trans Bay Cable, could support 100% of its power demands even if the Martin Substation is not operational.

The California Independent System Operator Board approved the proposed project based on recommendations from its staff in the 2014–2015 Transmission Planning Process. The California Independent System Operator Board concluded that the proposed project was needed to increase the reliability and resiliency of the San Francisco Peninsula in case of an extreme event that could render the electric transmission system at the Martin Substation inoperable.

The Commission found in Section C-6.7 of the Final EIR that it would not be feasible to meet the project's objectives with demand side alternatives to the proposed project, such as distributed generation, energy efficiency, demand response, and energy storage. Demand side alternative programs would not occur at a scale that would eliminate the need for the energy delivered by the Martin Substation to the San Francisco region (350 megawatt (MW)).

7. EMF Policy Compliance

The Commission has examined EMF impacts in several previous proceedings.⁷ We found the scientific evidence presented in those proceedings was uncertain as to the possible health effects of EMFs and we did not find it appropriate to adopt any related numerical standards. Because there is no agreement among scientists that exposure to EMF creates any potential health risk, and because CEQA does not define or adopt any standards to address the potential health risk impacts of possible exposure to EMFs, the Commission does not consider magnetic fields in the context of CEQA and determination of environmental impacts.

However, recognizing that public concern remains, we do require, pursuant to GO 131-D, Section X.A, that all requests for a CPCN include a description of the measures taken or proposed by the utility to reduce the potential for exposure to EMFs generated by the proposed project.

In Section D-16 of the Final EIR, the Commission found that the proposed project incorporates low-cost and no-cost EMF mitigation measures consistent with D.93-11-013 and D.06-01-042.

8. Maximum Cost of Project

Pub. Util. Code § 1005.5(a) requires that, whenever the Commission issues a certificate authorizing an electrical or gas corporation to construct plant

⁷ See D.06-01-042 and D.93-11-013.

estimated to cost greater than \$50 million, it specifies a maximum cost determined to be reasonable and prudent for the facility.

In its declaration filed on April 30, 2020, PG&E estimated the maximum reasonable cost for the Project to be \$294.65 million, including \$59 million for contingencies. We find that this is a reasonable and prudent maximum cost for the facility.

This estimate is higher than the estimate that PG&E provided in its application in 2017.⁸ PG&E asserts in its declaration that the primary drivers of the project cost increases from the estimate included in its application are design changes to implement the environmentally superior project alternative, increases in the cost of land in San Francisco and increases in construction costs.

PG&E estimated that the annual cost to operate and maintain the Project is \$80,000, which is the same as the estimate in the application.

By specifying these maximum costs, the Commission does not waive our authority to review or challenge actual costs incurred for reasonableness and prudence at the Federal Energy Regulatory Commission (FERC). In furtherance of our interest in exercising this authority, we direct PG&E to submit, pursuant to GO 96-B, quarterly information-only submittals to Energy Division reporting on the status of project development and spending.

Under Section 1005.5(b), PG&E must apply to the Commission for a determination of the reasonableness of any costs in excess of the adopted

⁸ PG&E's application included a project cost estimate of \$260,856,348, including contingencies.

maximum cost. We direct PG&E to notify Energy Division as soon as it reasonably anticipates that the project costs will exceed the maximum cost and, within three months thereafter, to apply to the Commission for a determination of the reasonableness of such excess costs.

9. Waiver of Comment Period

This is an uncontested matter where the decision grants the relief requested. Accordingly, pursuant to Section 311(g)(2) of the Public Utilities Code and Rule 14.6(c)(2) of the Commission's Rules of Practice and Procedure, the otherwise applicable 30-day period for public review and comment is waived.

10. Assignment of Proceeding

Liane Randolph is the assigned Commissioner and Stephanie S. Wang is the assigned Administrative Law Judge in this proceeding.

Findings of Fact

1. The Commission completed the Final EIR for the proposed project in accordance with CEQA. The Final EIR for the proposed project reflects the Commission's independent judgement.
2. The mitigation measures identified in the Final EIR for the proposed project are feasible.
3. The environmentally superior project alternative identified in the Final EIR for the proposed project is feasible.
4. The proposed project would not have any significant environmental impacts that cannot be mitigated to a less than significant level with the mitigation measures and the environmentally superior project alternative identified in the Final EIR.

5. The proposed project would serve a public need by addressing reliability concerns for the San Francisco Peninsula.

6. The maximum reasonable cost for the proposed project is \$294.65 million, including \$59 million for contingencies.

7. This application is uncontested.

Conclusions of Law

1. The mitigation measures included in the Mitigation Monitoring and Reporting Program attached to this decision should be adopted.

2. The environmentally superior project alternative identified in the Final EIR should be required.

3. The proposed project complies with the Commission's policies on EMF mitigation measures.

O R D E R

IT IS ORDERED that:

1. The applicant, Pacific Gas & Electric Company, is granted a certificate of public convenience and necessity authorizing the construction of the Egbert Switching Station Project, with the environmentally superior project alternative and all mitigation measures identified in the final Environmental Impact Report for this project, in conformance with the Mitigation Monitoring and Reporting Program attached to this decision.

2. The California Public Utilities Commission's Energy Division (Energy Division) may approve requests by Pacific Gas & Electric Company (PG&E) for minor project refinements that may be necessary due to final engineering of the Egbert Switching Station Project so long as such minor project refinements are

located within the geographic boundary of the study area of the Final Environmental Impact Report and do not, without mitigation, result in a new significant impact or a substantial increase in the severity of a previously identified significant impact based on the criteria used in the environmental document; conflict with any mitigation measure or applicable law or policy; or trigger an additional permit requirement. PG&E shall seek any other project refinements by a petition to modify today's decision.

3. The maximum reasonable cost for the Egbert Switching Station Project is \$294.65 million, including \$59 million for contingencies.

4. Pacific Gas & Electric Company shall notify the Energy Division as soon as it reasonably anticipates that Egbert Switching Station Project costs will exceed the adopted maximum reasonable cost and, within three months thereafter, apply to the Commission for a determination of the reasonableness of such excess costs pursuant to Public Utilities Code § 1005.5(b).

5. Application 17-12-021 is closed.

This order is effective today.

Dated June 25, 2020, at San Francisco, California

MARYBEL BATJER

President

LIANE M. RANDOLPH

MARTHA GUZMAN ACEVES

CLIFFORD RECHTSCHAFFEN

GENEVIEVE SHIROMA

Commissioners

Table 1 shows the mitigation monitoring, compliance, and reporting program for the PG&E Egbert Switching Station (Martin Substation Extension) Project. The CPUC is responsible for ensuring compliance with provisions of the monitoring program. In addition to the project mitigation measures (highlighted in light green), the Applicant Proposed Measures (APMs) that are incorporated as part of the proposed project are listed in the following table.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
<i>Aesthetics</i>				
APM AE-1	Nighttime Lighting to Minimize Potential Visual Impacts. Because much of the switching station equipment will be located within an enclosed structure, the proposed switching station will have less outdoor lighting than at a conventional outdoor switching station. Design and layout for new outdoor lighting at the switching station will incorporate measures such as use of non-glare or hooded fixtures and directional lighting to reduce spillover into areas outside the switching station site and minimize the visibility of lighting from off-site locations.	PG&E to implement measure as described	CPUC to review lighting design to verify compliance CPUC to verify improvements in the field	Prior to and following construction.
APM AE-2	Construction Cleanup. Construction activities will be kept as clean and inconspicuous as practical. Construction debris will be picked up regularly from construction areas.	PG&E to implement measure as described	CPUC to perform regular monitoring to verify compliance	During construction.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
MM AE-1	Pacific Gas & Electric Company (PG&E) shall coordinate with the City and County of San Francisco regarding the installation of landscaping along the perimeter of the switching station site on Egbert Avenue. Landscaping may include low-growing landscaping such as shrubs and groundcover that meet safety and security requirements as determined by the California Public Utilities Commission (CPUC).	PG&E to implement measure as described	CPUC to verify City and County of San Francisco participation in the review process through meeting notes	Prior to construction. Measure applies to switching station perimeter wall.
<i>Air Quality</i>				
APM AQ-1	Minimize Fugitive Dust. Consistent with Table 8-2 of the CEQA Guidelines (BAAQMD 2017c), PG&E will minimize dust emissions during construction by implementing the following measures: • Water all exposed soil surfaces (e.g., unpaved parking areas, unpaved staging areas, soil piles, graded areas, and unpaved access roads) at least twice daily, except when rains are occurring; or apply non-toxic soil stabilizers such as soil binders, crushed rock, or gravel. • Cover all trucks hauling soil, sand, and other loose materials. • Limit all vehicle speeds on unpaved roads to 15 miles per hour. • All roadways, driveways, and sidewalks to be paved will be completed as soon as possible after grading unless seeding, soil binders, or gravel are used.	PG&E to implement measure as defined and incorporate commitments into construction contracts.	CPUC to inspect periodically for dust control within and outside of the work area in order to ensure that fugitive dust has been controlled outside the work area.	During construction at all active construction areas, unpaved access roads, parking area, and staging areas.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	• Sweep streets daily (with water sprayers and brooms or mechanical sweeps, if necessary) if visible soil material is carried onto adjacent public roads. • Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person will respond and take corrective action within 48 hours. BAAQMD's phone number will also be visible to ensure compliance with applicable regulations. As shown in [PEA] Table 3.3-6 [Table D.3-4 of this EIR], there are no numeric thresholds of significance for fugitive dust. Rather, it is BAAQMD's opinion that "projects implementing construction best management practices will reduce fugitive dust emissions to a less than significant level" (BAAQMD 2017a). Because the measures included in APM AQ-1 are consistent with Table 8-2 of the CEQA Guidelines (BAAQMD 2017a), construction emissions resulting from fugitive dust are expected to be less than significant. Furthermore, the project is not expected to require implementation of the additional measures from Table 8-3 of the CEQA Guidelines because PM₁₀ and PM_{2.5} exhaust emissions are below the significance thresholds, as described below.			
APM AQ-2	Minimize Construction Exhaust Emissions. The following measures will be implemented during construction to further	PG&E to implement measure as defined and incorporate commitment into	CPUC to periodically inspect traffic speeds within the work area in order to ensure that	During construction on all unpaved access roads and along the ROW.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	minimize the less-than-significant construction exhaust emissions: - Minimize unnecessary construction vehicle idling time. The ability to limit construction vehicle idling time is dependent upon the sequence of construction activities and when and where vehicles are needed or staged. Certain vehicles, such as large diesel-powered vehicles, have extended warm-up times following start-up that limit their availability for use following start-up. Where such diesel-powered vehicles are required for repetitive construction tasks, these vehicles may require more idling time. The project will apply a “common sense” approach to vehicle use such that idling is reduced as far as possible below the maximum of five consecutive minutes required by regulation (13 CCR 2449 and 2485). If a vehicle is not required for use immediately or continuously for construction activities or for other safety-related reasons, its engine will be shut off. - Maintain all construction equipment in accordance with manufacturer’s specifications. Check all equipment using a certified mechanic, and confirm that equipment is in proper condition prior to operation.	construction contracts.	fugitive dust has been controlled outside the work area.	
APM AQ-3	Minimize Potential Naturally Occurring Asbestos Emissions. The following measures will	PG&E to implement measure as defined and incorporate	CPUC to verify in the field. Effectiveness criteria – actively graded	During construction at actively graded areas.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	be implemented prior to and during construction to minimize the potential for NOA emissions: • Prior to commencement of construction, samples of the proposed Jefferson-Egbert Transmission Line construction areas within the serpentine (Sp) stratigraphic unit will be analyzed for presence of asbestos, serpentinite, or ultramafic rock. • If asbestos, serpentinite, or ultramafic rock is determined to be present at the specific project location, implement all applicable provisions of the Asbestos ATCM for Construction, Grading, Quarrying, and Surface Mining Operations (17 CCR 93105), including the following: For disturbed areas of 1 acre or less: – Construction vehicle speed at the work site will be limited to 15 miles per hour or less. – Prior to any ground disturbance, sufficient water will be applied to the area to be disturbed to prevent visible emissions from crossing the property line. – Areas to be graded or excavated will be kept adequately wetted to prevent visible emissions from crossing the property line. – Storage piles will be kept adequately wetted, treated with a chemical dust suppressant, or covered when material is not being added to or removed from the pile. – Equipment will be washed down before moving from the property onto a paved public road.	commitment into construction contracts.	areas do not exceed a cumulative total of eight acres per day.	

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	- Visible track-out on the paved public road will be cleaned within 24 hours using wet sweeping or a High Efficiency Particulate Air filter-equipped vacuum device. - For disturbed areas of more than 1 acre: - Submit an Asbestos Dust Mitigation Plan to BAAQMD, and obtain approval prior to commencement of construction. - Implement and maintain the provisions of the approved Asbestos Dust Mitigation Plan from the beginning of construction through the duration of the construction activity			
<i>Biological Resources</i>				
APM BIO-1	General Measures. A worker environmental awareness program biological resources module will be conducted for on-site construction personnel prior to the start of construction activities. The module will explain the APMs and any other measures developed to prevent impacts on special-status species, including nesting birds. The module will also include a description of special-status species and their habitat needs, as well as an explanation of the status of these species and their protection under the federal and California ESAs, and other statutes. A brochure will be provided with color photos of sensitive species, as well as a discussion of any permit measures. A copy of the program and brochure will be provided to CPUC at least 30 days prior to the start of construction for project files.	Implement worker awareness program as defined. Prepare weekly monitoring report summarizing biological monitoring activities (include environmental training sign-in sheets, biological monitors assigned to project components, compliance issues/concerns and general observations). Implement CPUC monitoring: Line item	Prior to and during construction During construction During construction	PG&E and CPUC * Applicable to all project components during construction

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	This APM also includes the following measures: • Environmental Inspector: A qualified environmental inspector will verify implementation and compliance with all APMs. The environmental inspector will have the authority to stop work or determine alternative work practices where safe to do so, as appropriate, if construction activities are likely to impact sensitive biological resources. • Litter and trash management: All food scraps, wrappers, food containers, cans, bottles, and other trash from the project area will be deposited in closed trash containers. Trash containers will be removed from the project work areas at the end of each working day unless located in an existing substation, potential staging area, or the switching station site. • Parking: Vehicles and equipment will be parked on pavement, existing roads, and previously disturbed or developed areas or work areas as identified in this document. • Pets and firearms: No pets or firearms will be permitted at the project site.	in compliance monitoring report.		
APM BIO-2	Pre-Construction Surveys. If construction is to occur during the avian nesting season (February 1 through August 31), a preconstruction migratory bird and raptor nesting survey will be performed by a qualified biologist. Note that given the urban nature of the project, surveys will be limited in urban areas to along	Verify biologist qualifications Conduct nesting bird survey(s) as defined Implement CPUC monitoring: Line item	Prior to construction Prior to construction During construction Prior to construction/CPUC to review and approve and	PG&E and CPUC * Applicable to all project components during construction

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	streets within 50 feet of work with public access; surveys will not occur, for instance, in residential private property or backyards other than what can be observed from the street. If nesting birds are identified in areas susceptible to disturbance from construction activities, PG&E will establish a specific buffer zone to be maintained for that nest. Factors to be considered include intervening topography, roads, development, type of work, visual screening from the nest, nearby noise sources, etc. Buffers will not apply to construction-related traffic using existing roads that are not limited to project-specific use (that is, city streets, highways, etc.). Consideration will also include timing of nesting (that is, if the birds' nests are found in the project area during actual construction). Preconstruction bird nesting surveys will be conducted in the project area no more than 15 days before work is performed in the nesting season. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, appropriate minimization measures (e.g., buffers or shielding) will be determined and approved by the PG&E biologist. PG&E's biologist will determine the use of a buffer or shield and work may proceed based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration of construction activity. In the unlikely event a listed species is found nesting nearby in this urban environment that cannot be	in compliance monitoring report. Document survey efforts in daily log and report to CPUC at the end of each week. Documentation of monitoring active nests on daily basis within buffer areas (within 50 feet of construction activities or as increased by the biologist) CPUC to review and approve/deny decreases in buffer space	make additional recommendations for avoidance prior to issuance of Notice to Proceed During construction	

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	avoided, California Department of Fish and Wildlife and U.S. Fish and Wildlife Service will be notified, and CPUC will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented. Nest checks of active nests will occur each day construction is occurring near the buffer zone. Typically, a nest check will have a minimum duration of 30 minutes, but may be longer or shorter, or more frequent than one check per day, as determined by PG&E's biologist or designated biological monitor based on the type of construction activity (duration, equipment being used, potential for construction-related disturbance) and other factors related to assessment of nest disturbance (weather variations, pair behavior, nest stage, nest type, species, etc.). The biological monitor will record the PG&E construction activity occurring at the time of the nest check and note any work exclusion buffer in effect at the time of the nest check. Non-PG&E activities in the area should also be recorded (e.g., adjacent construction sites, roads, commercial/industrial activities, residential activities, etc.). The biological monitor will record any sign of disturbance to the active nest, including but not limited to parental alarm calls, agitated behavior, distraction displays, nest fleeing and returning, chicks falling out of the nest or chicks or eggs being predated as a result of parental abandonment of the nest. Should the PG&E biological monitor determine project activities are causing or contributing to nest			

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	disturbance that might lead to nest failure, the PG&E biological monitor will coordinate with the Construction Manager to limit the duration or location of work, and/or set other limits related to use of project vehicles, and/or heavy equipment. Should PG&E's biological monitor determine that project activities are not resulting in significant disturbance to the birds, construction activity will continue and nest checks while work is occurring will be conducted periodically.			
APM BIO-3	Pre-Construction Surveys/Rare Plant Surveys. If the potential Carter Street staging area will be used for the project, a pre-construction survey to assess the site will be conducted. If the area that will be impacted at this potential staging area is covered in gravel, free of vegetation, or covered in ruderal vegetation, then no further vegetation surveys will be conducted at this site prior to its use. If the pre-construction survey identifies that suitable habitat for special-status plants is present, rare plant surveys will be conducted within the staging area. If any special-status plants are observed, they will be fenced off and avoided.	Verify biologist qualifications Conduct focused surveys as identified Provide survey report and map of identified and inventoried special-status plant locations if found Monitor in vicinity of identified special-status plant (qualified biologist) if needed use fencing, markers or flagging Implement avoidance measures, if needed Implement CPUC monitoring: Line item in monitoring report	Prior to construction Timing is plant-specific During construction Prior to construction/CPUC to review and approve and make additional recommendations for avoidance prior to issuance of Notice to Proceed During construction During construction	PG&E and CPUC * Applicable to all project components during construction

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
<i>Cultural Resources</i>				
APM CR-1	Pre-construction Survey. Any locations that will be subject to ground disturbance but which were not accessible during the pedestrian survey will be surveyed by a CRS/archaeologist prior to project construction under the direction of the PG&E CRS. This will include the location of the proposed Egbert Switching Station and the work area for the proposed Jefferson-Egbert transmission line on the 200 Paul Avenue and 400 Paul Avenue parcels; potential staging areas at Amador Street, Cow Palace, Carter Street, and Martin Substation; and any built-over areas that will be cleared for construction that were not previously surveyed. Although there have been no resources recorded in the vicinity of these locations, the proposed switching station and adjacent parcels have high sensitivity to contain buried or subsurface archaeological remains. Any archeological or historical sites, artifacts, or features identified during the surveys will be examined to determine whether further investigation is needed. If project work is occurring within 100 feet of the find, the work will be immediately redirected from within 100 feet of the find as soon as it is safe to do so. This buffer may be adjusted based on review of the find and context by the CRS. If the discovery can be avoided or protected and no further impacts will occur, the resource will be documented on California Department of Parks and Recreation	PG&E to implement measure as described. PG&E to submit survey results to CPUC for review and recordkeeping.	CPUC to review all survey results to verify compliance.	During ground-disturbing activities

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	523 forms to be submitted to the PG&E CRS and the California Historical Resources Information System NWIC, and no further effort will be required			
APM CR-2	Worker Environmental Awareness Program Cultural Resources Module. Because there are areas of High or Highest sensitivity for buried cultural resources, all project field personnel will be given training on cultural resources identification and protection, and the laws and penalties governing such protection. This training may be administered as a stand-alone session or included as part of the overall environmental awareness training as required by the project. The training will include, at a minimum, these elements: • A review of the environmental setting (prehistory, ethnography, history) associated with the project • A review of Native American cultural concerns and recommendations during project implementation • A review of applicable federal, state, and local laws and ordinances governing cultural resources and historic preservation • A review of what constitutes prehistoric or historic-era archaeological deposits (including maritime archaeological resources) and what the workers should look out for • A discussion of site avoidance requirements and procedures to be followed in the event	PG&E to conduct training program as described.	PG&E to provide CPUC documentation demonstrating implementation of the training program.	Prior to ground-disturbing activities in all construction areas.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	unanticipated cultural resources are discovered during construction • A discussion of procedures to follow in the event human remains are discovered during construction • A discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and PG&E policies • A discussion of eligible and potentially eligible built environment resources and procedures to follow regarding minimizing vibration from equipment in designated areas • A statement by the construction company or applicable employer agreeing to abide by the program conditions, PG&E policies, and applicable laws and regulations All on-site project personnel, including those arriving after the start of construction, will attend this training before beginning work on the project.			
APM CR-3	Construction Monitoring. In high-sensitivity areas or where a survey was not feasible (i.e., areas are covered with pavement or buildings), a qualified archaeologist will be present to monitor all ground-disturbing construction activities. The monitor will have the authority to halt the ground-disturbing work activity(ies) temporarily within 100 feet of a find, or as determined suitable for protection of this potential resource by the CRS, when safe to do so to assess the find. The assessment, and any subsequent evaluation, will follow the processes described in APM CR-4. Monitoring may be adjusted at the discretion of the	PG&E to provide qualified archaeological monitor and incorporate monitoring requirements on the construction plans.	CPUC to verify monitoring requirements through review of pre-construction plans. CPUC to verify archaeological monitor in the field.	Prior to and during construction.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	CRS based on observation of subsurface conditions and the assessed likelihood of identifying cultural resources.			
APM CR-4	Inadvertent Discoveries of Cultural Deposits. In the event that previously unidentified archaeological, cultural, or historical sites, artifacts, or features are uncovered during implementation of the project, ground-disturbing work will be suspended within 100 feet of the find, or as approved by the CRS suitable to protect the find, and redirected to another location. A CRS or his/her designated representative will examine the discovery and determine whether additional work is needed or whether the buffer requires adjustment. The CRS will coordinate with the PG&E CRS and the state and federal lead officials, as appropriate. If the discovery can be avoided or protected and no further impacts will occur, then the resource will be documented on DPR 523 forms, and no further effort will be required. If the resource cannot be avoided and may be subjected to further impacts, qualified personnel will evaluate the significance of the discovery in accordance with the federal and state laws outlined above; personnel will implement data recovery or other appropriate treatment measures if warranted. A qualified historical archaeologist will complete an evaluation of historical-period resources, while evaluation of prehistoric resources will be completed by a qualified archaeologist specializing in California prehistoric archaeology. Evaluations may include	PG&E to implement measure as defined and incorporate commitments into construction contracts. PG&E to provide project archaeologist in the event that prehistoric or historic cultural resources are discovered.	CPUC and PG&E monitor to ensure work is suspended upon discovery of resources to ensure avoidance of all significant cultural resources. PG&E to provide summary report of mitigation program to CPUC.	During construction.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	archival research, oral interviews, and/or field excavations to determine the full depth, extent, nature, and integrity of the deposit.			
APM CR-5	Unanticipated Discovery of Human Remains. If human remains, or suspected human remains, are discovered during construction, work within 100 feet of the find will stop immediately and the construction foreman will contact the designated PG&E CRS; the specialist will then call the San Francisco or San Mateo County Coroner, as appropriate. There will be no further excavation or disturbance of the site, or any nearby area reasonably suspected to overlie adjacent remains, until the county coroner has determined that the remains are not subject to provisions of Section 27491 of the Government Code. If the medical county coroner determines the remains to be Native American, he/she will contact the NAHC within 24 hours. The NAHC will appoint a Most Likely Descendent for recommendations on the treatment and disposition of the remains (Health and Safety Code Section 7050.5, PRC Section 5097.24).	PG&E to provide qualified archaeologist to monitor during ground-disturbing activities. PG&E to contact San Francisco or San Mateo County Coroner if human remains are found. Coroner to contact NAHC if appropriate.	CPUC and PG&E monitor to ensure work is suspended upon discovery of resources to ensure avoidance of all significant cultural resources. The qualifications of the qualified archaeologist shall be approved by the CPUC.	During ground-disturbing activities in all construction areas.
<i>Geology and Soils / Paleontological Resources</i>				
APM GS-1	Appropriate Design Measures Implementation. A site-specific geotechnical investigation will be performed to develop appropriate conclusions and recommendations for final design.	PG&E to implement measure as defined and incorporate recommendation and findings (if necessary) on construction plans. PG&E to provide copies of the	CPUC to verify incorporation of recommendations and findings on pre-construction plans (if necessary).	Prior to construction. This measure applies to all components of the proposed project.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
		geotechnical evaluation to the CPUC.		
APM GS-2	Appropriate Soil Stability Measures Implementation. Based on available references, bedrock, artificial fills, loam, sandy loam, and clay loam are the primary subsurface materials expected to be encountered in the excavated areas as project construction proceeds. Potentially problematic subsurface conditions may include soft or loose soils. Where soft, loose, or liquefiable soils are encountered during design studies or construction, appropriate measures will be implemented to avoid, accommodate, replace, or improve soft or loose soils and liquefaction hazards. Such measures may include the following: • Locating construction staging and operations away from areas of soft and loose soil • Over excavating soft or loose soils and replacing them with suitable non-expansive engineered fill • Increasing the density and strength of soft or loose soils through mechanical vibration and/or compaction • Treating soft or loose soils in place with binding or cementing agents • Adding physical ground improvement such as in situ soil mixing, drain piles, or sheet piles • Deepening of trench and/or using trenchless technology to place the transmission line	PG&E to implement measure as defined and incorporate recommendation and findings (if necessary) on construction plans. PG&E to provide copies of the geotechnical evaluation to the CPUC.	CPUC to verify incorporation of recommendations and findings on pre-construction plans (if necessary).	Prior to construction. This measure applies to all components of the proposed project constructed at alternative site locations.

Application No. A.17-12-021

PG&E Egbert Switching Station (Martin Substation Extension) Project

Mitigation Monitoring, Compliance, and Reporting Program

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	beneath liquefiable fills and/or potential for lateral spreading, where feasible			
APM PR-1	Worker's Environmental Training Awareness Program - Paleontological Module. The project's worker environmental awareness program, which all workers will complete prior to beginning work on the project site, will include a module on paleontological resources (fossils). The module will discuss the laws protecting paleontological resources, recognition in the field and types of paleontological resources that could be encountered on the project, and the procedures to be followed if a paleontological resource is discovered. A copy of the project's worker environmental awareness training will be provided to CPUC for recordkeeping prior to the start of construction.	PG&E to conduct training program as described.	PG&E to provide CPUC documentation demonstrating implementation of the training program.	Prior to ground-disturbing activities in all construction areas.

Application No. A.17-12-021

PG&E Egbert Switching Station (Martin Substation Extension) Project

Mitigation Monitoring, Compliance, and Reporting Program

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
APM PR-2	Unanticipated Paleontological Resource Discovery. If fossils are observed during excavation, work in the immediate vicinity of a paleontological find will be halted or redirected to avoid additional impact to the specimen(s) and to allow a professional paleontologist to assess the scientific importance of the find and determine appropriate treatment. If the discovery is significant, the qualified paleontologist will implement data recovery excavation (with the landowner's permission) to scientifically recover and curate the specimen.	PG&E to implement measure as defined and incorporate commitments into construction contracts. PG&E to provide qualified paleontologist, if workers encounter suspected paleontological resources.	CPUC and PG&E monitor to ensure work is suspended upon discovery of resources to ensure avoidance of all significant cultural resources. PG&E to provide summary report of mitigation program to CPUC.	During construction in all work areas where fossils are encountered.
<i>Greenhouse Gas Emissions</i>				

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
APM GHG-1	Minimize GHG Emissions - Minimize unnecessary construction vehicle idling time. The ability to limit construction vehicle idling time will depend on the sequence of construction activities and when and where vehicles are needed or staged. Certain vehicles, such as large diesel-powered vehicles, have extended warm-up times following start-up that limit their availability for use following start-up. Where such diesel-powered vehicles are required for repetitive construction tasks, these vehicles may require more idling time. The project will apply a “common sense” approach to vehicle use, so that idling is reduced as far as possible below the maximum of 5 consecutive minutes allowed by California law; if a vehicle is not required for use immediately or continuously for construction activities, its engine will be shut off. Construction foremen will include briefings to crews on vehicle use as part of pre-construction conferences. Those briefings will include discussion of a “common sense” approach to vehicle use. - Maintain construction equipment in proper working conditions in accordance with PG&E standards.	PG&E to provide Documentation verifying color of screening materials used at Warnock and Santa Ysabel staging yards	CPUC monitor regularly to verify compliance	Prior to and during construction.
APM GHG-2	Minimize SF6 Emissions Incorporate Egbert Switching Station into PG&E's system-wide SF₆ emission reduction program. CARB has adopted the Regulation for Reducing Sulfur Hexafluoride Emissions from Gas Insulated Switchgear sections 95350 to	PG&E to Documentation of pre-construction conditions. PG&E to submit documentation to CPUC demonstrating	CPUC monitor regularly to verify compliance and review/verify documentation submitted	Prior to and during construction

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	95359, Title 17, CCR, which requires that company-wide SF₆ emission rate not exceed 1 percent by 2020. Since 1998, PG&E has implemented a programmatic plan to inventory, track, and recycle SF₆ inputs, and inventory and monitor system-wide SF₆ leakage rates to facilitate timely replacement of leaking breakers. PG&E has improved its leak detection procedures and increased awareness of SF₆ issues within the company. X-ray technology is now used to inspect internal circuit breaker components to eliminate dismantling of breakers, reducing SF₆ handling and accidental releases. As an active member of EPA's SF₆ Emission Reduction Partnership for Electrical Power Systems, PG&E has focused on reducing SF₆ emissions from its transmission and distribution operations and has reduced the SF₆ leak rate by 89 percent and absolute SF₆ emissions by 83 percent. • Require that the breakers at Egbert Switching Station have a manufacturer's guaranteed maximum leakage rate of 0.5 percent per year or less for SF₆. • Maintain substation breakers in accordance with PG&E's maintenance standards. • Comply with CARB Early Action Measures as these policies become effective.	that disturbed areas have been restored in accordance with the guidelines provided in section 7.2, "Habitat Enhancement Measures," of the NCCP.		

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
<i>Hazards and Hazardous Material</i>				
APM HM-1	Development and Implementation of Hazardous Material and Emergency Response Procedures. PG&E will implement construction controls, training, and communication to minimize the potential exposure of the public and site workers to potential hazardous materials during all phases of project construction and, as appropriate, during the operation and maintenance phase. Construction procedures that will be implemented include worker training appropriate to the worker's role, and containment and spill control practices in accordance with the Stormwater Pollution Prevention Plan (see APM WQ-1). A site-specific Spill Prevention Control and Countermeasure (SPCC) Plan and a Hazardous Materials Business Plan will be developed for the proposed Egbert Switching Station facility prior to the construction date (see APM WQ-4). Worker environmental awareness program hazards and hazardous material module. A worker environmental awareness program will be developed prior to construction. The worker environmental awareness program will communicate environmental issues and appropriate work practices specific to this project to all field personnel. These will include spill prevention and response measures and proper BMPs implementation. The program will emphasize site-specific physical conditions to improve hazard prevention, and will include a	Plans and procedures to be submitted to CPUC. PG&E to conduct training program as described and incorporate measure into construction contracts. PG&E will request approval from the cities of San Francisco, Brisbane or Daly City prior to release of groundwater into their sanitary or storm drain infrastructure.	PG&E to prepare plans and procedures and submit to CPUC to verify. PG&E to submit evidence of training in order for CPUC to verify. If necessary, PG&E must provide hazardous materials disposal documentation for CPUC to verify.	Procedures will be developed prior to construction. Procedures and plans will be implemented during construction activities.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	review of applicable portions of PG&E's health and safety plan. A copy of the worker environmental awareness program record will be provided to CPUC for recordkeeping. If it is necessary to store chemicals, they will be managed in accordance with all applicable regulations. Safety data sheets will be maintained and kept available on site, as applicable. Potentially contaminated soil. Soil that is suspected of being contaminated (based on existing analytical data or visual, olfactory, or other evidence) and is removed during trenching or excavation activities will be segregated and tested; if the soil is contaminated above hazardous levels, it will be contained and disposed of off site at a licensed waste facility. The presence of known or suspected contaminated soil will require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations. If suspected hazardous substances are unexpectedly encountered during trenching or other construction activities (using indicators such as sheen, odor, and/or soil discoloration), work will be stopped until the material is properly characterized and appropriate measures are taken to protect human health and the environment. Appropriate personal protective equipment will be used, and waste management will be performed in accordance with applicable regulations. If excavation of hazardous materials is required, the			

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	materials will be disposed of in accordance with applicable regulations. Groundwater. If necessary, groundwater will be collected during construction, contained, and disposed of in accordance with all applicable regulations. Non-contaminated groundwater will be released to one of the City and County of San Francisco's combined sanitary and stormwater drainage systems (with prior approval) or will be contained, tested, and disposed of in accordance with applicable regulations. Underground storage tanks. If underground or aboveground storage tanks are found to be located along the project route and the route cannot be adjusted to avoid disturbance, the tanks will be removed prior to installation of new facilities at the tank location. If it is determined that removal and disposal of tanks is necessary, a separate work plan describing the proper decommissioning and removal of the tanks and removal of any associated impacted soil will be prepared prior to removal. Hazardous materials and hazardous wastes. All hazardous materials and hazardous wastes will be handled, stored, and disposed of in accordance with all applicable regulations by personnel qualified to handle hazardous materials. Practices during construction will include, but will not be limited to, the following: • Proper disposal of potentially hazardous materials			

Application No. A.17-12-021

PG&E Egbert Switching Station (Martin Substation Extension) Project

Mitigation Monitoring, Compliance, and Reporting Program

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	• Site-specific buffers for construction vehicles and equipment located near sensitive resources/receptors • Emergency response and reporting procedures to address any potential hazardous material spills as described in Section D.10, Hydrology and Water Quality. Applicable portions of PG&E plans for Martin Substation (e.g., Risk Management Plan or Site Management Plan) and testing for potential hazardous materials in soil as required under the Maher Ordinance will also be adhered to. For the operation and maintenance phase of the project, existing operational hazardous substance control and emergency response plans will be updated as appropriate to incorporate necessary modifications resulting from this project.			

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
APM HM-2	Emergency Spill Supplies and Equipment. Materials will be available on the project site during construction to contain, collect, and dispose of any minor spill. Oil-absorbent material, tarps, and storage drums will be available on the project site during construction, and will be used to contain and control any minor releases of oil. If excess water and liquid concrete escapes during pouring, it will be directed to adjacent lined and bermed areas, where the concrete will dry, and then be transported for disposal per applicable regulations.	PG&E to provide supplies and equipment in construction and staging areas.	CPUC to monitor occasionally to ensure supplies and equipment stocked and accessible.	During construction activities.
APM HM-3	Soil, Groundwater, Underground Tank, and Wastewater Characterization. In areas where existing data are not available, soil and groundwater sampling will be conducted in project areas prior to or upon commencement of construction. Appropriate handling, transportation, and disposal locations will be determined based on results of the analyses performed on soil and groundwater. In addition, results will be provided to contractor and construction crews to inform them about soil and groundwater conditions and potential hazards. The location, distribution, and/or frequency of the sampling locations will be determined during final design with the intent to provide adequate representation of the	PG&E to perform sampling and provide results to the contractor and CPUC. PG&E must submit sampling in areas subject to Maher Ordinance to SFDPH for review and approval.	PG&E provide sampling results to contractor and CPUC; submit sampling in areas subject to Maher ordinance to SFDPH for review and approval.	Prior to or upon commencement of construction.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	conditions in the construction area. Sampling will likely be more intensive in areas along the project alignment (1) where potential residual contamination associated with the four former LUST and two EnviroStor cleanup sites may exist, (2) near the transformer oil spill in the vicinity of 607 Carter Street, San Francisco, (3) near the locations of six historic auto service stations and two historic dry cleaners, and (4) subject to the Maher Ordinance (see [PEA] Section 3.8.3 [Section D.9.2 of this EIR]). The sampling program in areas subject to the Maher Ordinance must be reviewed and approved by the SFDPH prior to construction.			
MM HM-1	Prior to commencing work on the Egbert Switching Station as well as all project components within 500 feet of a leaking underground storage tank (LUST), State Response site, voluntary cleanup site, historical gas station/filling station/service station, historical dry cleaner or laundry facilities, or historical auto service station, Pacific Gas & Electric Company (PG&E) shall submit site history documentation for proposed work areas for review. For work within the area designated under the Maher Ordinance, PG&E shall submit site history documentation to the San Francisco Department of Public Health (SFDPH) and the California Public Utilities Commission (CPUC). For areas not subject to the Maher Ordinance, PG&E shall	PG&E to prepare a subsurface investigation report, and if necessary, an SMP.	PG&E to submit subsurface investigation report to qualified person approved by CPUC for review; CPUC to approve subsurface investigation report, and if applicable, SMP, prior to construction.	Reports to be submitted prior to construction. If applicable, SMP to be implemented during construction.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	submit site history documentation to the CPUC only. An independent qualified person approved by CPUC shall review all site documentation provided by PG&E and all comments, questions, or clarifications requested shall be addressed prior to report approval by CPUC. For work areas within the limits of the Maher Ordinance, if the site history indicates that hazardous materials may be present in the soil/groundwater, the CPUC and/or SFPDH would require additional documentation, as follows: 1. PG&E shall submit a Work Plan for analysis of sampled soil and/or groundwater. 2. PG&E shall conduct subsurface soil and/or groundwater sampling requested by the CPUC and/or SFPDH and submit a subsurface investigation report (i.e., soil testing), prepared by a qualified person (professional geologist, licensed civil engineer, or engineering geologist), for review and approval. The subsurface investigation report shall document sampling locations, sampling protocol, and laboratory analyses to be conducted on the samples, and shall include testing for the complete list of analytes required by the Maher Ordinance, and other hazardous substances that the CPUC and/or SFPDH determines may be present, such as known radioactive substances near the Hunter's Point Shipyard. 3. If the subsurface investigation report indicates exceedances of the Department of Toxic Substances Control's or Regional Water Quality			

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	Control Board's health risk levels or other applicable standards, PG&E shall have a qualified person prepare a site mitigation plan (SMP) prior to authorization to commence construction. The SMP must describe procedures, methods, and devices to protect site worker's and adjacent sensitive receptor's health safety from contaminated soil, groundwater, and soil vapor, if present. The SMP shall include figures and drawings showing areas where soil testing indicates exposure levels may be exceeded, environmental contingency procedures, post-excavation confirmation sampling, appropriate handling and disposal of contaminated soil, and a commitment to prepare and certify a final project report. The SMP shall also reference and briefly describe construction-related documents (dust, stormwater, odor, and noise control plans). The SMP shall be reviewed and approved by the CPUC and/or SFDPH prior to construction work within applicable project work areas. The SMP would be focused on protecting site workers and adjacent sensitive receptors from any health and safety threats stemming from excavation and handling of potentially contaminated soil and/or groundwater. CPUC may waive soils testing, on a case-by-case basis, for work sites in which PG&E can demonstrate in writing that (a) there would be no soil excavation associated with the work (e.g., staging areas), or			

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	(b) the site history indicates that there is no information that hazardous substances may be present in the soil or groundwater at concentrations exceeding either the Department of Toxic Substances Control's or the Regional Water Quality Control Board's health risk levels.			
<i>Hydrology and Water Quality</i>				
APM WQ-1	Development and Implementation of a Stormwater Pollution Prevention Plan. Stormwater discharges associated with project construction activities are regulated under the General Construction Permit. Cases in which construction will disturb more than 1 acre of soil require submittal of a Notice of Intent, development of a SWPPP (both certified by the Legally Responsible Person), periodic monitoring and inspections, retention of monitoring records, reporting of incidences of noncompliance, and submittal of annual compliance reports. PG&E will comply with all General Construction Permit requirements. Following project approval, PG&E will prepare and implement a SWPPP, which will address erosion and sediment control to minimize construction impacts on surface water quality, as well as reduce the potential for stormwater to impact adjacent properties. The SWPPP will be designed specifically for the hydrologic setting of the proposed project (e.g., surface topography, storm drain configuration, etc.). Implementation of the SWPPP will help stabilize graded areas and	PG&E to implement measure as defined. PG&E to submit SWPP to RWQCB to receive General Construction Permit. PG&E will provide CPUC a copy of SWPPP for recordkeeping.	CPUC to conduct occasional inspections to ensure compliance with SWPPP	SWPPP to be prepared prior to construction SWPPP to be implemented during construction activities

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	reduce erosion and sedimentation. The SWPPP will propose BMPs that will be implemented during construction activities. Erosion and sediment control BMPs such as straw wattles, erosion control blankets, and/or silt fences will be installed in compliance with the SWPPP and the General Construction Permit. Suitable soil stabilization BMPs will be used to protect exposed areas during construction activities, as specified in the SWPPP. During construction activities, BMPs will be implemented to reduce exposure of construction materials and wastes to stormwater. BMPs will be installed following manufacturers specifications and according to standard industry practice. Erosion and sediment control measures may include the following: • Straw wattle, silt fence, or gravel bag berms • Track out control at all entrances and exits • Stockpile management • Effective dust control measures • Good housekeeping measures • Stabilization measures which may include wood mulch, gravel, or revegetation Identified erosion and sediment control measures will be installed prior to the start of construction activities and will be inspected and improved as needed as required by the Construction General Permit. Temporary sediment control measures intended to minimize sediment transport from temporarily disturbed areas such as silt fences or wattles will remain in place until disturbed areas are stabilized. In			

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	areas where soil is to be temporarily stockpiled, soil will be placed in a controlled area and will be managed using industry standard stockpile management techniques. Where construction activities occur near a surface water body or drainage channel, the staging of construction materials and equipment and excavation spoil stockpiles will be placed and managed in a manner which minimizes the risk of sediment transport to the drainage. Any surplus soil will be transported from the site and disposed of in accordance with federal, state, and local regulations. The SWPPP will identify areas where refueling and vehicle-maintenance activities and storage of hazardous materials will be permitted, if necessary. A copy of the SWPPP will be provided to CPUC for recordkeeping. The plan will be maintained and updated during construction as required by the Construction General Permit.			
APM WQ-2	Worker Environmental Awareness Program Water Quality Module. A worker environmental awareness program will be developed and provided separately to CPUC staff prior to construction. The project's worker environmental awareness program will communicate environmental issues and appropriate work practices specific to this project to all field personnel. These will include spill prevention and response measures and proper BMP implementation. A copy of the project's worker environmental awareness program record will be	PG&E to conduct training program as described.	PG&E to submit program record to CPUC for recordkeeping at the completion of the project	Prior to ground-disturbing activities in all construction areas

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	provided to CPUC for recordkeeping at the completion of the project. An environmental monitoring program will also be implemented to ensure that the plans are followed throughout the construction period.			
APM WQ-3	Project Site Restoration. As part of the final construction activities, PG&E will restore all removed curbs and gutters, repave, and restore landscaping or vegetation as necessary.	PG&E to implement measure as defined	PG&E to provide CPUC with restoration plans for review	During final construction activities
APM WQ-4	Spill Prevention, Control, and Countermeasure (SPCC) Plan for Egbert Switching Station. PG&E will prepare an SPCC plan for the new switching station for implementation during operation as required by applicable regulations (CFR 40 Part 112). The plan will include engineered and operational methods for preventing, containing, and controlling potential releases (e.g., construction of a retention pond, moats, or berms) as well as provisions for quick and safe cleanup.	PG&E to implement measure as defined	California Unified Program Agency (CUPA) to conduct occasional inspections to ensure compliance with SPCC Plan	During operation
APM WQ-5	Stormwater Control Plan for Egbert Switching Station. PG&E will prepare and implement a Stormwater Control Plan to manage stormwater during operation at the new switching station to align with the City of San Francisco Ordinance Number 64-16 of the Public Works Code-Stormwater Management Requirements.	PG&E to implement measure as defined	San Francisco Public Works to conduct occasional inspections to ensure compliance with Stormwater Control Plan	During project operation
Land Use and Planning				
APM LU-1	Provide Construction Notification and Minimize Construction Disturbance. A public liaison representative will provide the public with advance	PG&E's public liaison will prepare and distribute	PG&E to submit draft notification and	PG&E liaison to distribute notices to affected parties 2-4

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	notification of construction activities, between two and four weeks prior to construction. The announcement will state specifically where and when construction will occur in the area. Notices will provide tips on reducing noise intrusion (e.g., closing windows facing the planned construction).	construction notifications to affected parties.	distribution list to CPUC for review and approval.	weeks prior to commencement of construction.
APM LU-2	Provide Public Liaison Person and Toll-Free Information Hotline. PG&E will identify and provide a public liaison person before and during construction to respond to concerns of neighboring residents about noise, dust, and other construction disturbance. Procedures for reaching the public liaison officer via telephone, email, or in person will be included in notices distributed to the public as described above. PG&E will also establish a toll-free telephone number for receiving questions or complaints during construction.	PG&E will provide a public liaison before and during construction activities. PG&E will establish a toll-free number for public to utilize.	CPUC to test public lines of communication to verify they are in working order.	Prior to and during construction.
MM-LU-1	Pacific Gas & Electric Company (PG&E) shall coordinate the installation of the Santos Street segment of the Jefferson-Egbert transmission line with the City and County of San Francisco. The transmission line shall be installed in the realigned street section and shall avoid street sections planned for vacation/realignment in the Sunnydale HOPE SF Master Plan.	PG&E will coordinate the construction of the Santos Street segment of the Jefferson-Egbert transmission line to avoid streets planned for vacation/realignment.	CPUC to review construction plans and confer with the City and County of San Francisco Planning Department.	Prior to construction plan approval.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
<i>Noise</i>				
APM NO-1	Noise Minimization with Portable Barriers. Compressors and other small stationary equipment used during construction will be shielded with portable barriers if appropriate and if located within 200 feet of a residence.	Include this condition in the construction specifications and on construction staging plans.	Check specifications and plans; spot check periodically during construction to verify compliance.	Check plans once (office review) prior to contractor notice to proceed; periodic spot checks during construction.
APM NO-2	Noise Minimization with Quiet Equipment. Quiet equipment will be used during construction whenever possible (e.g., equipment that incorporates noise-control elements into the design, such as quiet model compressors, can be specified).	Include this condition in the construction specifications and on construction staging plans.	Check specifications and plans; spot check periodically during construction to verify compliance.	Check plans once (office review) prior to contractor notice to proceed; periodic spot checks during construction.
APM NO-3	Noise Minimization through Direction of Exhaust. When in proximity to noise-sensitive uses, equipment exhaust stacks and vents will be directed away from those noise-sensitive uses where feasible.	Include this condition in the construction specifications and on construction staging plans.	Check specifications and plans; spot check periodically during construction to verify compliance.	Check plans once (office review) prior to contractor notice to proceed; periodic spot checks during construction.
APM NO-4	Noise Disruption Minimization through Residential Notification. In the event that nighttime construction is necessary, such as if certain activities such as line splicing or auger boring in certain soil conditions need to continue to completion, affected residents will be notified in advance by mail, personal visit, or door-hanger, and will be informed of the expected work schedule.	Identify construction areas in close proximity to residences, determine the risk for nighttime construction necessity, prepare notification materials to use if night work is deemed necessary,	Review areas with nighttime risk, review communication plan, Confirm notification is provided in advance of night work.	Check notification materials and communication plan (office review) prior to contractor notice to proceed; periodic spot checks during construction.

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
		draft communication plan.		
APM NO-5	Auger Bore Noise Minimization Measures. Temporary barriers utilizing materials such as intermodal containers or frac tanks, plywood walls, mass-loaded vinyl (vinyl impregnated with metal), sound-absorbing blankets, hay bales, or similar materials will be used to reduce noise generated by the auger bore operations. Auger bore activities will be limited to daylight hours unless a situation arises where ceasing the activity would compromise safety (both human health and environmental) and/or the integrity of the project. If nighttime auger bore activities are required, the project will monitor actual noise levels from auger bore activities between 8:00 p.m. and 7:00 a.m. If the nighttime noise levels created by the auger bore operation are found to result in a complaint and are in excess of the ambient noise level by 5 dBA at the nearest residential property plane, PG&E will, within 24 hours of the excess measurement, employ additional minimization measures to the extent practicable. Such measures may include ensuring that semi-permanent stationary equipment (e.g., generators) are stationed as far from sensitive areas as practicable, utilizing sound attenuated “quiet” or “Hollywood/Movie Studio” silencing packages, or modifying barriers to further reduce noise levels.	Include this condition in the construction specifications and on construction staging plans.	Check specifications and plans; spot check periodically during construction to verify compliance.	Check plans once (office review) prior to contractor notice to proceed; periodic spot checks during construction.
APM NO-6	Noise Minimization Equipment Specification. PG&E will specify general construction noise	Include this condition in the construction	Check specifications and plans; spot check	Check plans once (office review) prior to

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	reduction measures that require the contractor to ensure that all equipment is in good working order, adequately muffled, and maintained in accordance with the manufacturers' recommendations.	specifications and on construction staging plans.	periodically during construction to verify compliance.	contractor notice to proceed; periodic spot checks during construction.
APM NO-7	Incorporate Vibration Assessment into Project Construction. Where pile driving may be required within streets with adjacent residential uses, final design efforts and construction methods will consider soils and hammer type and use when assessing potential for vibration. Vibration monitoring will be conducted during pile driving activities, or in response to a complaint, to confirm that vibration levels are within acceptable guidelines. Site-specific minimization measures such as modifying the type of hammer, reducing hammer energy, or modifying hammer frequency will be implemented as necessary to reduce the potential effects of off-site vibration. Monitoring may be reduced or eliminated when it has been established that these measures, if required, are effective for the site conditions.	Prepare site specific soil classification analyses for locations where pile driving is proposed. Select pile driver equipment/ method with least vibration potential, and suited to identified soil characteristics. Provide vibration monitoring during pile driving activities, at least until it is demonstrated that vibration levels will be within acceptable levels.	Review/accept soil classification report and resulting pile driving specifications. Review vibration monitoring plan associated with pile driving activity.	Review soil classification report, pile driving specifications, and vibration monitoring plan once (office review) prior to contractor notice to proceed; periodic spot checks during construction.
MM NO-1	For construction occurring within the City and County of San Francisco (not involving pile driving or other impact equipment), in the event noise levels during daytime (7 AM to 8 PM) construction activities are expected to exceed 80 dBA Leq at 100 feet (for portions of the project alignment where noise-sensitive areas are located, Pacific Gas & Electric Company (PG&E) shall implement noise reduction measures to reduce noise levels to below 80 dBA Leq at 100 feet.	Include sensitive receptor locations/nearest property lines on final design plans.	Monitor noise where noise sensitive areas are located during construction to verify compliance with specified noise levels.	Spot monitor noise levels during construction. Construction work areas adjacent to sensitive receptor for PG&E's proposed

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	For construction occurring within the City of Daly City, in the event noise levels during daytime (8 AM to 5 PM) construction activities are expected to exceed 90 dBA Leq at the closest residences (for portions of the project alignment where noise-sensitive areas are located within 190 feet of the alignment), PG&E shall implement noise reduction measures to reduce noise levels to below 90 dBA Leq at the closest residences. For nighttime construction (8 PM to 7 AM) in all jurisdictions, PG&E shall implement noise reduction measures to reduce construction noise levels at residences adjacent to the construction area to no greater than 5 dBA Leq above ambient noise levels. Measures to be implemented could include: (1) portable noise barriers erected temporarily to reduce noise impacts at specific locations; or (2) if noise barriers would not reduce daytime construction noise levels from non-impact construction equipment to below 80 dBA Leq at 100 feet (City and County of San Francisco) or to 90 dBA Leq at the closest residence (Cities of Daly City and Brisbane), or to no greater than 5 dBA Leq above ambient noise levels (nighttime), depending on the location of residences and the level of construction noise, PG&E shall offer to relocate affected residents until the impact has been determined to not be adverse.			project and all alternatives.
Transportation				
APM TR-1	Traffic Management Implementation. PG&E will follow its standard safety practices, including installing appropriate barriers between work zones and transportation facilities, posting adequate signs, and using proper construction techniques. PG&E will	PG&E to implement measure as defined. PG&E to incorporate measure into	PG&E to submit Plan to CPUC and the City and County of San Francisco, City of Brisbane, and City	PG&E develop Plan prior commencement of construction

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	coordinate construction traffic access at the proposed switching station and proposed transmission lines within the city and county of San Francisco with SFMTA during project construction. Access during project construction to Martin Substation and the transmission lines within the cities of Brisbane and Daly City, respectively, will be coordinated with SamTrans. PG&E is a member of the California Joint Utility Traffic Control Committee, which published the California Joint Utility Traffic Control Manual (2010). PG&E will follow the recommendations in this manual regarding basic standards for the safe movement of traffic on highways and streets in accordance with Section 21400 of the California Vehicle Code. These recommendations include provisions for safe access of police, fire, and other rescue vehicles. In addition, PG&E will apply for an Excavation Permit and a Special Traffic Permit from each of the cities (San Francisco, Brisbane, and Daly City), and will also submit a Traffic Management Plan as part of each application. The Traffic Management Plan will include the following elements and activities: • Consult with SF Muni and SamTrans at least 1 month prior to construction to coordinate bus stop relocation (as necessary) and to reduce potential interruption of transit service. • Include a discussion of work hours, haul routes, limits on lengths of open trench, work area delineation, traffic control, and flagging.	construction contracts	of Daly City for review and approval PG&E to provide documentation of coordination with affected service providers in the City(s) and confirmation with all required conditions to ensure that construction activities would not preclude emergency vehicle access	PG&E to implement plan during construction

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	- Identify all access and parking restrictions and signage requirements, including any bicycle route or pedestrian detours, should the need for these arise during final design. - Lay out a plan for notifications and a process for communicating with affected residents and businesses prior to the start of construction. Advance public notification would include postings of notices and appropriate signage of construction activities. The written notification will include the construction schedule, the exact location and duration of activities within each street (i.e., which lanes and access points/driveways would be blocked on which days and for how long), and a toll-free telephone number for receiving questions or complaints. - Include a plan to coordinate all construction activities with emergency service providers in the area at least 1 month in advance. Emergency service providers will be notified of the timing, location, and duration of construction activities. All roads will remain passable to emergency service vehicles at all times. - Include the requirement that all open trenches be covered with metal plates at the end of each workday to accommodate traffic and access. - Specify the street restoration requirements pursuant to PG&E's franchise agreements with the City and County of San Francisco, City of Brisbane, and City of Daly City.			

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	- Identify all roadway locations where special construction techniques (e.g., trenchless techniques or night construction) would be used to minimize impacts to traffic flow. - Develop circulation and detour plans to minimize impacts to local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone. These plans will also address loading zones. - Consult Caltrans and obtain an encroachment permit if necessary per final construction and engineering design.			
MM TR-1	Prior to the permanent operation of the proposed project, as part of the final construction activities of the proposed project (i.e., transmission line installation), Pacific Gas & Electric Company (PG&E) shall restore all removed curbs, gutters, and sidewalks, repave all removed or damaged paved surfaces, restore landscaping or vegetation as necessary, and clean up the job site, including the Sunnydale HOPE SF project site.	PG&E to implement measure as defined. PG&E to incorporate measure into construction contracts.	PG&E to submit contract documents to CPUC for verification. CPUC monitor to confirm implementation prior to operation.	PG&E to implement all construction cleanup and improvements as part of final construction activities.
<i>Tribal Cultural Resources</i>				
MM TCR-1	Should a potential tribal cultural resource (TCR) be inadvertently encountered, construction activities near the encounter shall be temporarily halted and Pacific Gas & Electric Company (PG&E) and the California Public Utilities Commission (CPUC) shall be notified. If the unanticipated resource is archaeological in nature, appropriate management requirements shall be implemented, as outlined in	In the event of inadvertent resource discovery, PG&E and CPUC would comply with the measure as described.	CPUC to provide oversight during notification and consultation; CPUC to maintain written record notification and consultation for the record.	During construction

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	Applicant Proposed Measures CR-3 through CR-5. PG&E, in consultation with the CPUC, shall notify Native American tribes that have been identified by the Native American Heritage Commission to be traditionally and culturally affiliated with the geographic area of the proposed project. If the CPUC determines that the potential resource appears to be a TCR (as defined by California Public Resources Code Section 21074), any affected tribe shall be provided a reasonable period of time to conduct a site visit and make recommendations regarding future ground disturbance activities and the treatment and disposition of any discovered TCRs. Depending on the nature of the potential resource and tribal recommendations, review by a qualified archaeologist may be required. Implementation of proposed recommendations shall be made based on the determination of the CPUC that the approach is reasonable and feasible. Activities shall be conducted in accordance with regulatory requirements.			
Wildfire				
MM WF-1	Pacific Gas & Electric Company (PG&E) shall prepare a Project Fire Prevention Plan that addresses procedures for fire prevention at active construction sites and during project maintenance activities for the approved project areas within 1,000 feet of the San Bruno Mountain State Park (classified as a high fire hazard severity zone). The Project Fire Prevention Plan shall include	Pacific Gas & Electric Company to implement measure as defined and incorporate commitments into construction contracts.	California Public Utilities Commission to periodically inspect the construction site to ensure that required equipment present	During construction, adjacent to wildland vegetation on Carter Street

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	requirements for carrying emergency fire suppression equipment, conducting “tailgate meetings” that cover fire safety discussions, proper use of tools and equipment, restricting smoking, idling vehicles, and restricting construction or maintenance activities during high fire hazard periods. The Project Fire Prevention Plan shall address the following fire risk reduction measures: • Training and briefing all personnel constructing or maintaining the project in fire prevention and suppression methods • Conducting a fire prevention discussion at each morning’s construction safety meeting • Procedures for minimizing potential ignition, including, but not limited to, vegetation clearing, parking requirements/ restrictions, idling restrictions, smoking restrictions, proper use of gas-powered equipment, use of spark arrestors, and hot work restrictions • Work restrictions during Red Flag Warnings and High to Extreme Fire Danger days • Storage of fire suppression tools and backpack pumps with water within 30 feet of work activities • Water sources, including water storage tanks or water trucks that would be used in case of a fire • Assigning personnel to conduct a “fire watch” or “fire patrol” to ensure that risk mitigation and fire preparedness measures are implemented, immediate reporting of a fire,	Contractor must immediately report any fire to the authority with jurisdiction	Add any fire notifications from the contractor to the project file, for record.	

Application No. A.17-12-021

PG&E Egbert Switching Station (Martin Substation Extension) Project

Mitigation Monitoring, Compliance, and Reporting Program

Table 1 Applicant Proposed Measures and Mitigation Measures

APM / MM Numbers	Description Applicant Proposed Measure / Mitigation Measure	Implementation Actions	Monitoring Requirements and Effectiveness Criteria	Timing and Location of Actions
	and to coordinate with emergency response personnel in the event of a fire The Project Fire Prevention Plan shall be submitted to the California Public Utilities Commission (CPUC) for review and approval at least 30 days prior to initiation of all construction activities in areas within 1,000 feet of the San Bruno Mountain State Park (classified as a high fire hazard severity zone), including equipment staging and materials delivery			

(END OF APPENDIX A)



GENERAL PLAN REFERRAL

April 9, 2026

Case No.: 2026-003033GPR
Block/Lot No.: 6220/002
Project Sponsor: Recreation & Park Dept.
Applicant: Chris Townes – (628) 652-6612
chris.townes@sfgov.org
Recreation & Park Dept, Capital & Planning Division
49 South Van Ness Ave, Suite 1220
San Francisco, CA 94103
Staff Contact: Amnon Ben-Pazi – (628) 652-7458
amnon.ben-pazi@sfgov.org

Recommended By:

Joshua Switzky, Deputy Director of Community Planning for
Sarah Dennis Phillips, Director of Planning

RECOMMENDATION: Finding the project, on balance, is **in conformity** with the General Plan

Please note that a General Plan Referral is a determination regarding the project's consistency with the Eight Priority Policies of Planning Code Section 101.1 and conformity with the Objectives and Policies of the General Plan. This General Plan Referral is not a permit to commence any work or change occupancy. Permits from appropriate Departments must be secured before work is started or occupancy is changed.

Project Description

The proposed Project is the granting of an easement from the Recreation and Park Department (RPD) to Pacific Gas & Electric (PG&E) within a portion of McLaren Park to facilitate PG&E's installation of a new 3.1 mile long high-voltage transmission line between Brisbane and San Francisco to increase reliability of electrical service to San Francisco and provide operational flexibility. A portion of the transmission alignment passes through McLaren Park under Visitacion Ave and Mansell St. These park roads are a component of park land under the jurisdiction of RPD and are not designated public rights-of-way. As such, they are not covered by the existing franchise agreement between the City and PG&E. Accordingly, PG&E needs City authorization to install its transmission line and RPD seeks to grant an easement according to the terms of a Purchase and Sale Agreement between the City (RPD) and PG&E which requires Board of Supervisors approval.

Environmental Review

CEQA clearance issued under the Pacific Gas & Electric Switching Station (Martin Substation Expansion) Project Final Environmental Impact Report, certified by the California Public Utilities Commission on June 25, 2020. State Clearinghouse Number 2018112046.

General Plan Compliance and Basis for Recommendation

As described below, the Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies are in **Bold** font; staff comments are in *italic* font.

RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 1

ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM

Policy 1.3

Preserve existing open space by restricting its conversion to other uses and limiting encroachment from other uses, assuring no loss of quantity or quality of open space.

The Project would grant an easement which would allow PG&E to install underground utility lines under Visitacion Ave and Mansell St. within McLaren Park. Being underground, these utilities would not negatively impact the quantity or quality of open space.

Planning Code Section 101 Findings

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The Project would have no adverse effect on neighborhood-serving retail uses or opportunities for employment in or ownership of neighborhood-serving retail.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The Project would not have an adverse effect on housing or neighborhood character.

3. That the City's supply of affordable housing be preserved and enhanced;

The Project would not have an adverse effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The Project would not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The Project would not cause displacement of the industrial or service sectors due to office development, and future opportunities for resident employment or ownership in these sectors would not be impaired.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The Project would not have an adverse effect on City's preparedness against injury and loss of life in an earthquake.

7. That the landmarks and historic buildings be preserved;

The Project would not have an adverse effect on the City's Landmarks and historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

The Project would not have an adverse effect on the City's parks and open space and their access to sunlight and vistas.

RECOMMENDATION: Finding the project, on balance, is in conformity with the General Plan

Attachments:

Location map

GPR Exhibit

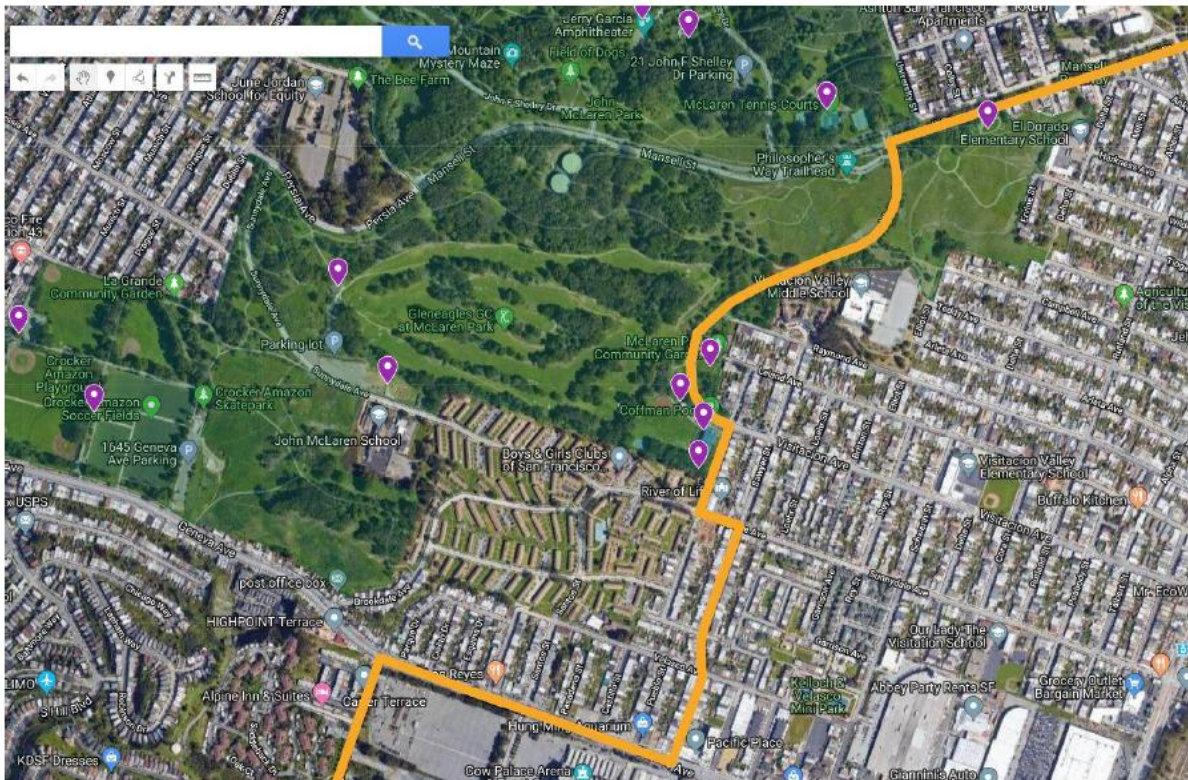
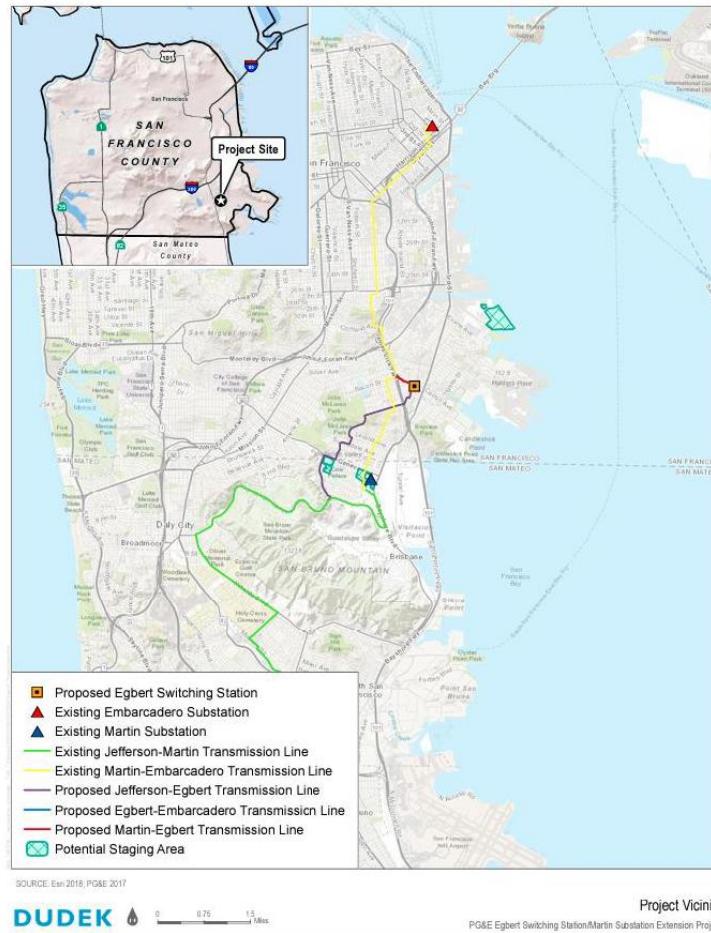


Figure 3: Alignment of planned PG&E transmission line in vicinity of McLaren Park

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2408-007

**MCLAREN PARK – PG&E OPTION FOR EASEMENT AT VISITACION
AVENUE**

RESOLVED, This Commission does recommend that the Board of Supervisors approve a resolution that sets the terms and fee of \$840,000 for the execution of the easement for PG&E and installation of a high voltage transmission line to Pacific Gas & Electric (PG&E) in John McLaren Park under Visitacion Avenue and Mansell Street.

Adopted by the following vote:

Ayes	5
Noes	0
Absent	2

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on August 15, 2024.



Ashley Summers, Commission Liaison

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2408-008

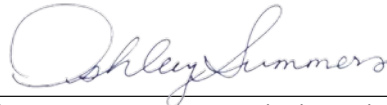
**INDIA BASIN WATERFRONT PARK – TRANSFER OF PG&E
PROPERTY AND STREET VACATION**

RESOLVED, This Commission does approve a resolution to (1) recommend that the Board of Supervisors approve an agreement for the purchase of 5000 Hunters Point Boulevard (Block 4629A /Lot 012) from Pacific Gas & Electric (“PG&E”), for a fair market value purchase price of up to \$465,000 and subject to PG&E reserving an underground electric easement over the property, in connection with the India Basin Waterfront Park development; and (2) update the Recreation and Park Department’s 5-Year Capital Plan to include this parcel.

Adopted by the following vote:

Ayes	5
Noes	0
Absent	2

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on August 15, 2024.



Ashley Summers, Commission Liaison

EXHIBIT "A"

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

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

(APN 6220-002)

STRIP 1

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

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

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

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

(1) on a curve to the left with a radius of 50.00 feet, through a central angle of 18°38'49", an arc distance of 16.27 feet, having a radial line that bears north 43°47'18" east; thence

(2) north 64°51'31" west 37.83 feet; thence

(3) on a curve to the right with a radius of 300.00 feet, through a central angle of 28°45'52", an arc distance of 150.61 feet; thence

(4) north 36°05'39" west 25.17 feet; thence

(5) on a curve to the right with a radius of 300.00 feet, through a central angle of 29°53'42", an arc distance of 156.53 feet; thence

(6) north 06°11'57" west 50.30 feet; thence

(7) on a curve to the right with a radius of 250.00 feet, through a central angle of 22°31'17", an arc distance of 98.27 feet; thence

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

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

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

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

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

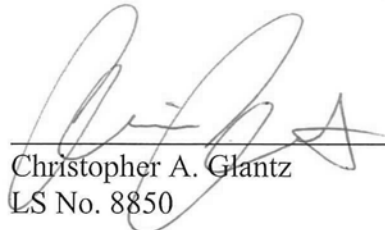
LD XXSF-00-10179

2022140 (01-22-053) 8 22 01

Reroute Jefferson Martin 230kV Line

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

Prepared by:
Pacific Gas and Electric Company



Christopher A. Glantz
LS No. 8850

9/2/2022

Date



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

LEGEND

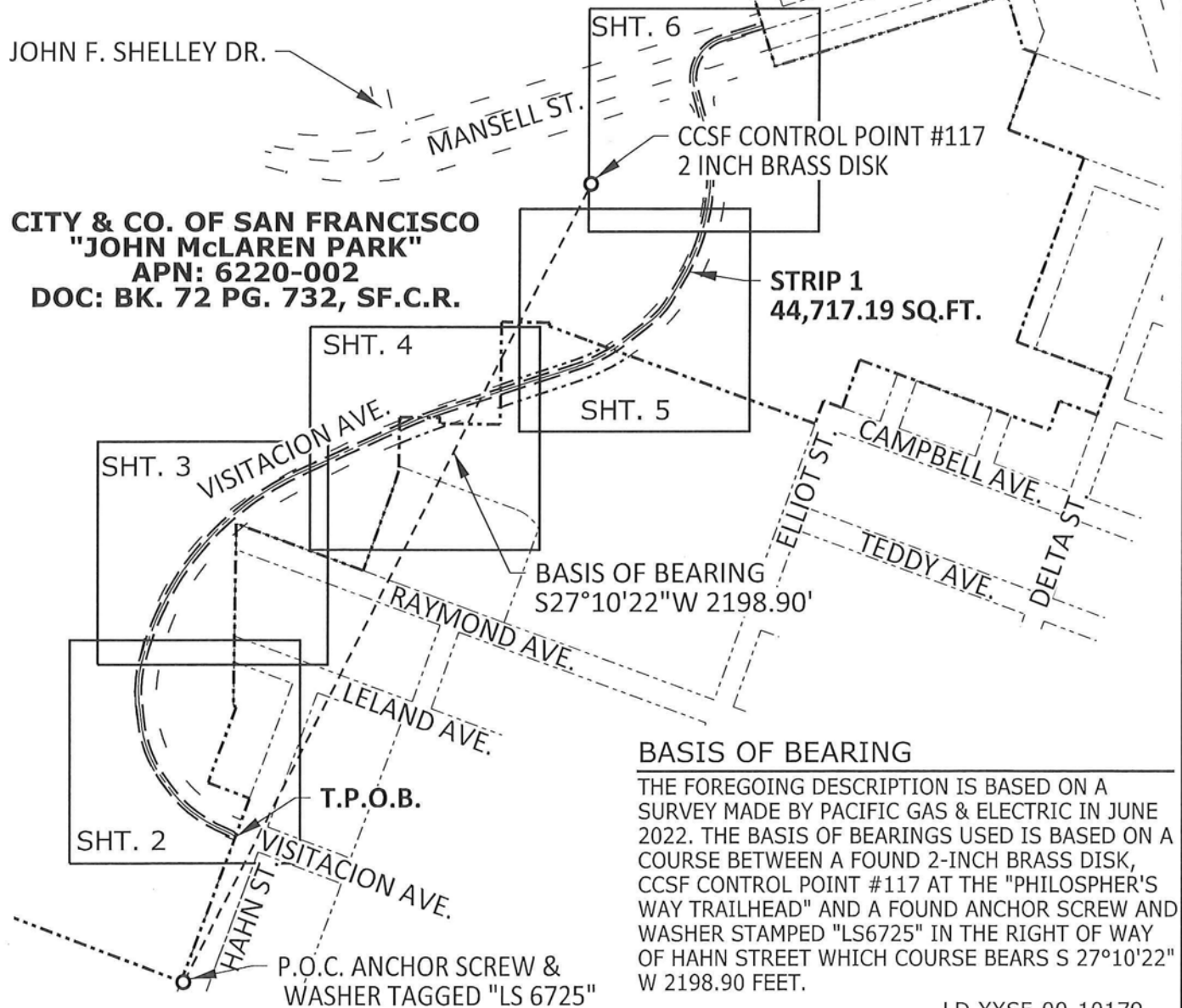
- - SUBJECT PARCEL LINE
- -- - PG&E EASEMENT LINE
- - PG&E EASEMENT CENTERLINE
- - PROPERTY LINE
- - EDGE OF ROADWAYS WITHIN PARK
- - FOUND MONUMENT AS NOTED
- P.O.C. - POINT OF COMMENCEMENT
- T.P.O.B. - TRUE POINT OF BEGINNING
- SF.C.R. - SAN FRANCISCO COUNTY RECORDS
- CCSF - CITY & COUNTY OF SAN FRANCISCO



0 500 1000
1 INCH = 1000 FEET

JOHN F. SHELLEY DR.

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



BASIS OF BEARING

THE FOREGOING DESCRIPTION IS BASED ON A SURVEY MADE BY PACIFIC GAS & ELECTRIC IN JUNE 2022. THE BASIS OF BEARINGS USED IS BASED ON A COURSE BETWEEN A FOUND 2-INCH BRASS DISK, CCSF CONTROL POINT #117 AT THE "PHILOSOPHER'S WAY TRAILHEAD" AND A FOUND ANCHOR SCREW AND WASHER STAMPED "LS6725" IN THE RIGHT OF WAY OF HAHN STREET WHICH COURSE BEARS S 27°10'22" W 2198.90 FEET.

LD XXSF-00-10179

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

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



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

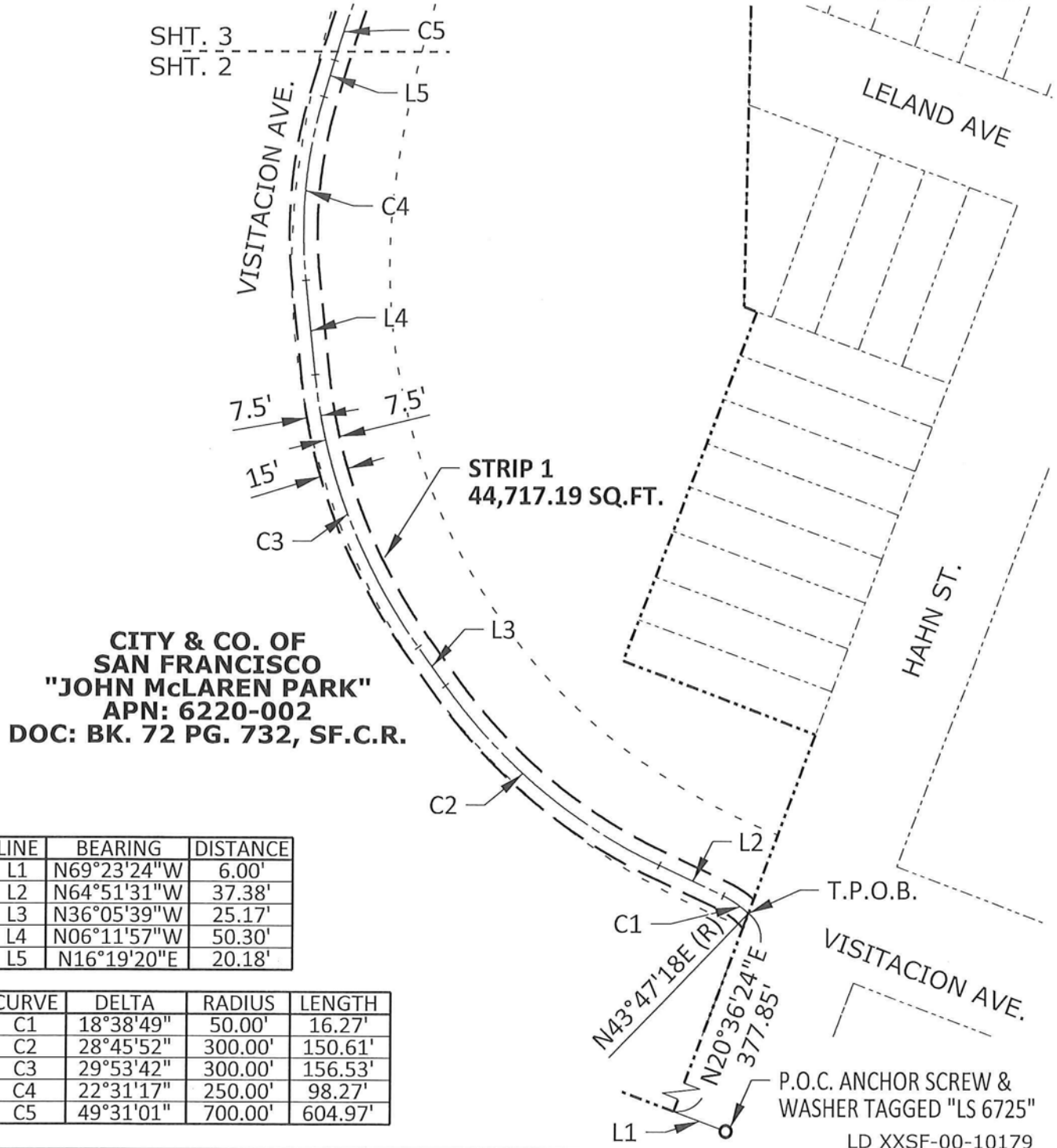
RANCHO RINCON DE LAS SALINAS Y POTRERO VIEJO
RANCHO CANADA DE GUADALUPE
(T. 2 N., R. 5 W. SEC. 33 M.D.B.&M.)

NOTES

REFER TO SHEET 1 OF 6 FOR LEGEND



0 40 80
1 INCH = 80 FEET



AUTHORIZATION
74000904

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

EXHIBIT "B"

REROUTE JEFFERSON MARTIN 230kV LINE
JOHN MCLAREN PARK; APN: 6220-002

SAN FRANCISCO, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

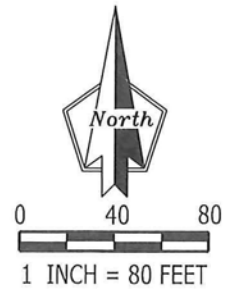


JCN 01-22-053
AREA AREA #1, SAN FRANCISCO
COUNTY SAN FRANCISCO
SCALE 1 INCH = 80 FEET
SHEET NO. 2 OF 6
DRAWING NUMBER L-10577
CHANGE 0

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

NOTES

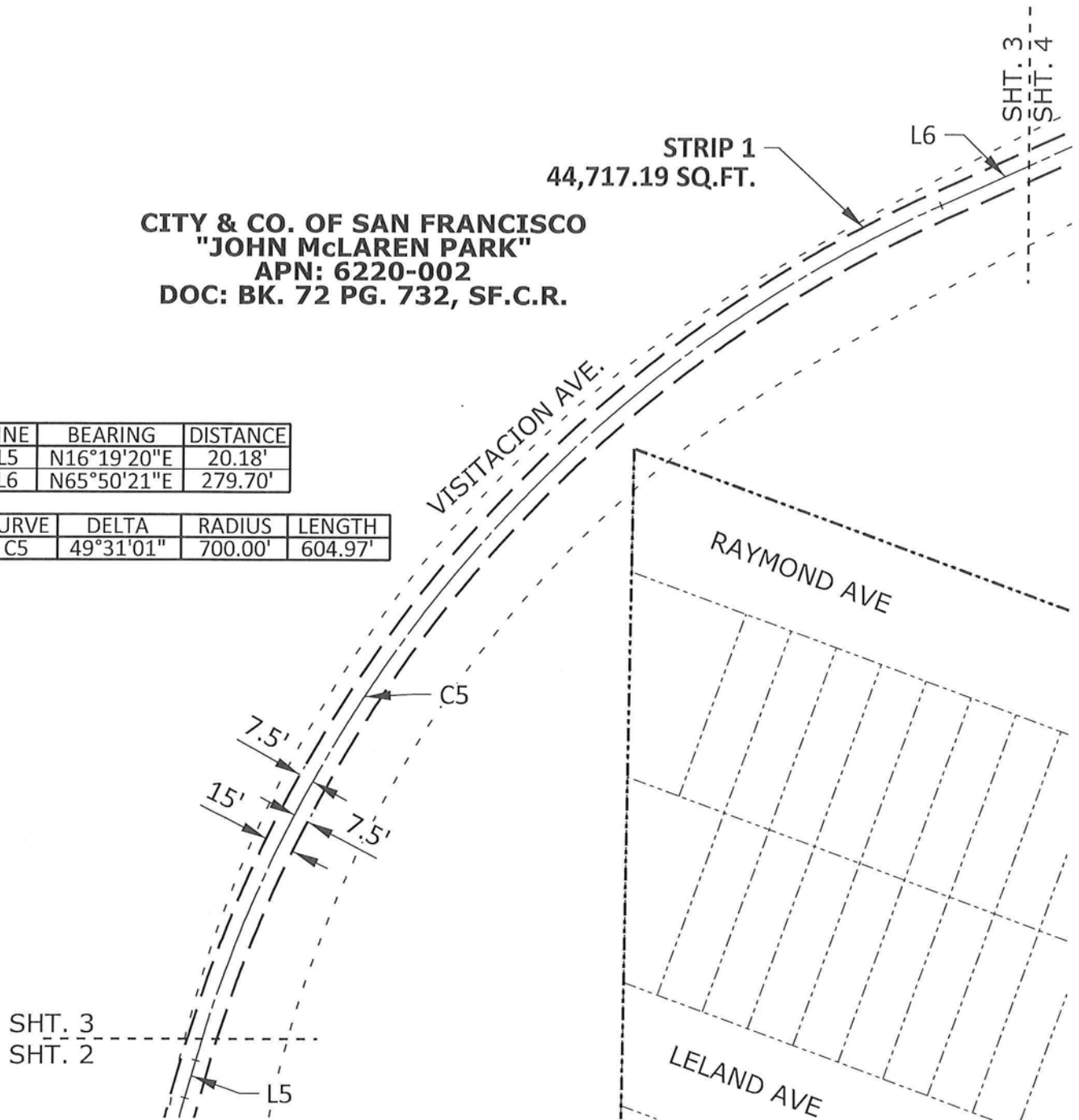
REFER TO SHEET 1 OF 6 FOR LEGEND



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

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

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



LD XXSF-00-10179

AUTHORIZATION
74000904

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

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

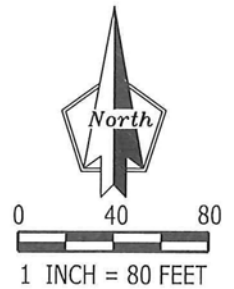


JCN 01-22-053
AREA AREA #1, SAN FRANCISCO
COUNTY SAN FRANCISCO
SCALE 1 inch = 80 feet
SHEET NO. 3 OF 6
DRAWING NUMBER L-10577
CHANGE 0

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

NOTES

REFER TO SHEET 1 OF 6 FOR LEGEND



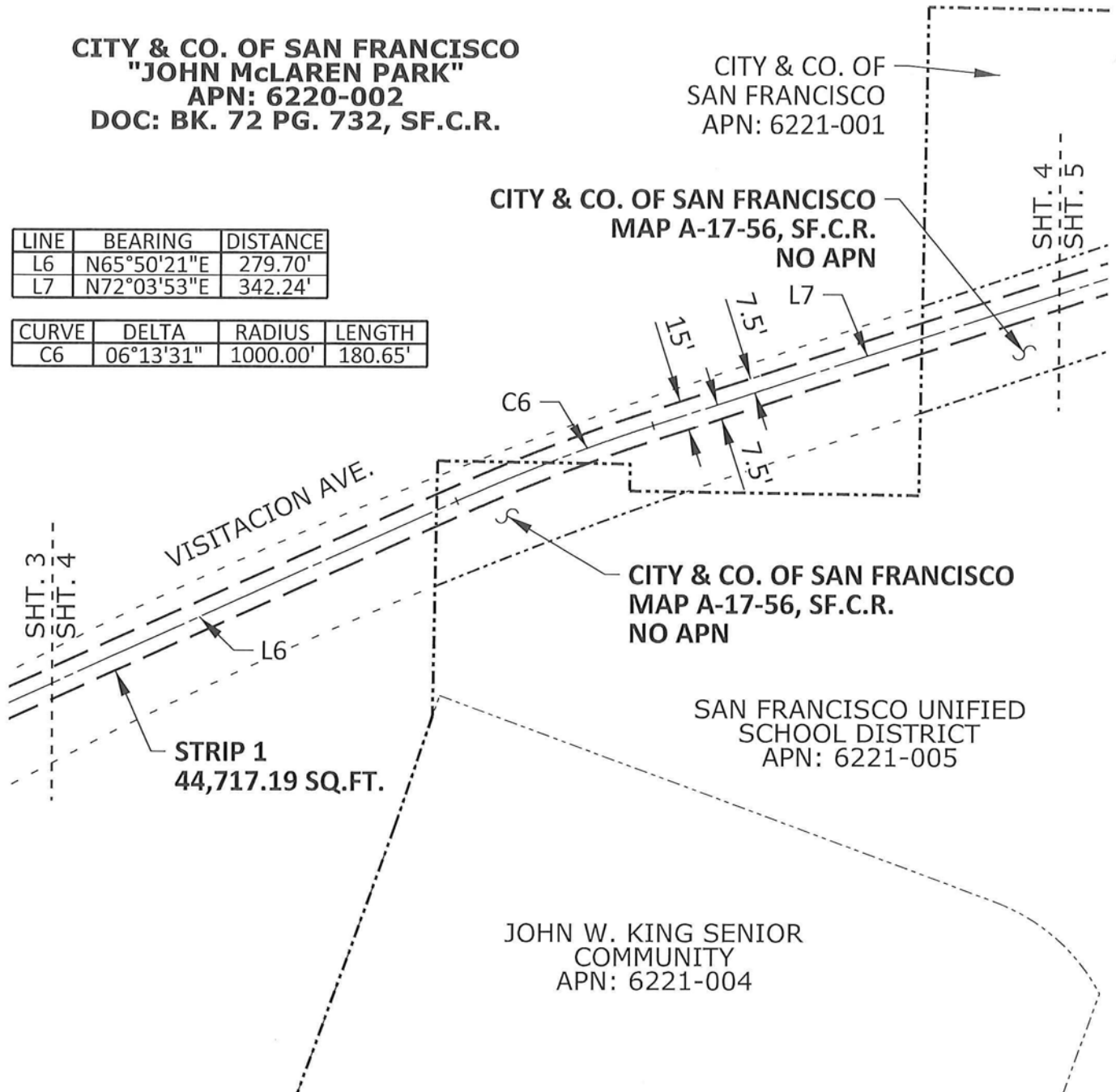
CITY & CO. OF SAN FRANCISCO
"JOHN McLAREN PARK"
APN: 6220-002
DOC: BK. 72 PG. 732, SF.C.R.

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

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

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

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



LD XXSF-00-10179

AUTHORIZATION
74000904

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

EXHIBIT "B"

REROUTE JEFFERSON MARTIN 230kV LINE
JOHN McLAREN PARK; APN: 6220-002

SAN FRANCISCO, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN 01-22-053
AREA AREA #1, SAN FRANCISCO
COUNTY SAN FRANCISCO
SCALE 1 inch = 80 feet

SHEET NO. 4 OF 6
DRAWING NUMBER CHANGE

L-10577

0

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

NOTES

REFER TO SHEET 1 OF 6 FOR LEGEND



0 40 80
1 INCH = 80 FEET

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

STRIP 1
44,717.19 SQ.FT.

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

VISITACION AVE.

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

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

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

SAN FRANCISCO UNIFIED
SCHOOL DISTRICT
APN: 6221-005

LD XXSF-00-10179

AUTHORIZATION
74000904

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

EXHIBIT "B"

REROUTE JEFFERSON MARTIN 230kV LINE
JOHN McLAREN PARK; APN: 6220-002

SAN FRANCISCO, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN 01-22-053
AREA AREA #1, SAN FRANCISCO
COUNTY SAN FRANCISCO
SCALE 1 inch = 80 feet

SHEET NO. 5 OF 6
DRAWING NUMBER L-10577
CHANGE 0

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

NOTES

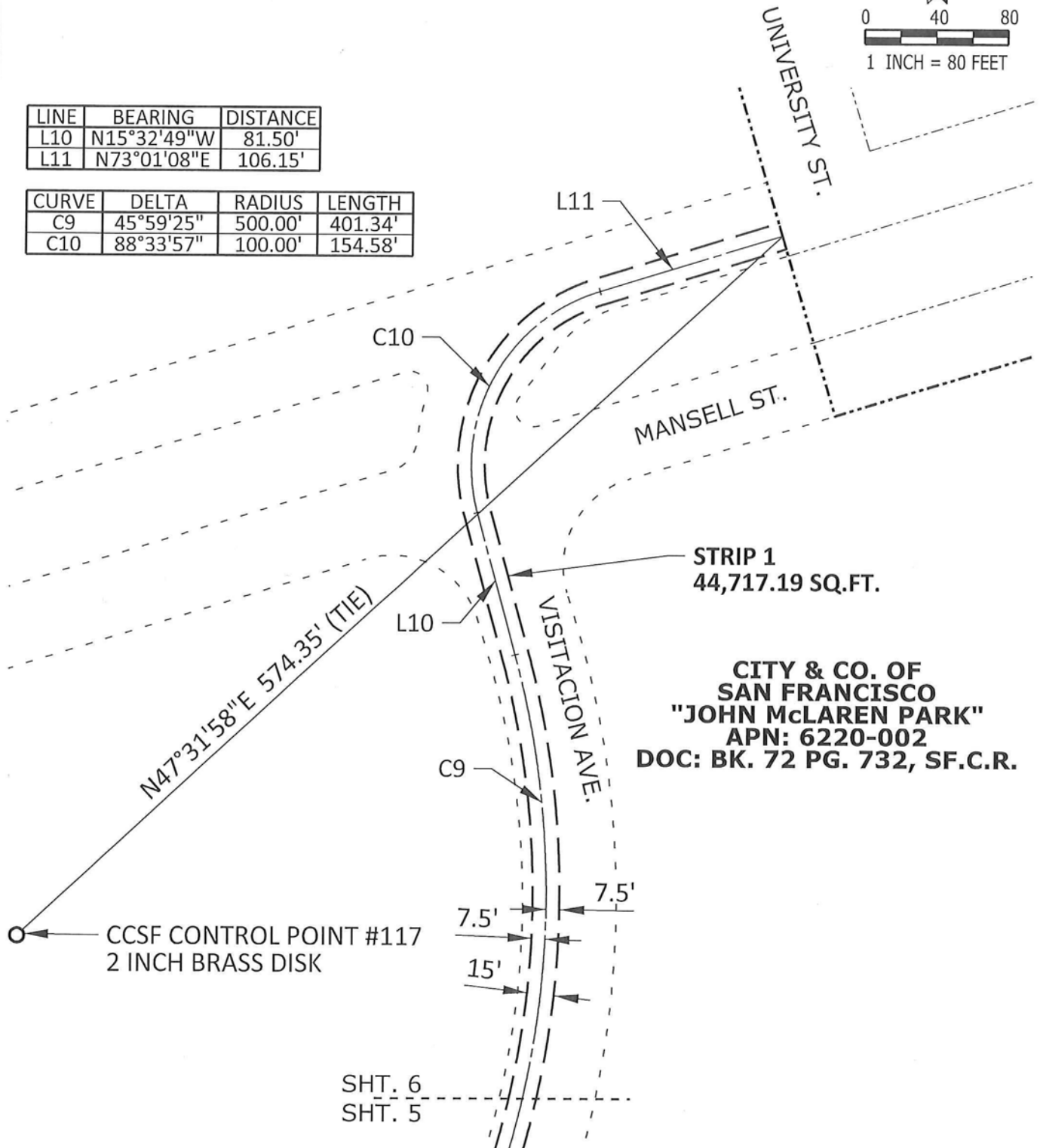
REFER TO SHEET 1 OF 6 FOR LEGEND



0 40 80
1 INCH = 80 FEET

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

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



STRIP 1
44,717.19 SQ.FT.

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

LD XXSF-00-10179

AUTHORIZATION
74000904

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

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



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



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number	Status	
SFEC126F00015 07	BOS Legislative Clerk Acceptance	
SFEC126f Form Type	File Number (BOS)	
126f4 BOS	260718	
Type of Filing		
Original		

Contractor Information

Contractor Name	Contractor Email	
Pacific Gas & Electric (PG&E)	abb9@pge.com	
Contractor Phone #	International Address?	
(209) 405- 1125	No	
Contractor Address (US)	Contractor City and State	
300 Lakeside Drive, Suite 210	Oakland - CA	
Contractor Zip Code	Country	
94612	United States of America	

Contract Information

Contract Amount

\$950,000.00

Description of Amount of Contract

\$950,000 for an easement to PG&E for the instalation of a High-voltage Transmission Line in John McLaren Park under Visitacion Avenue and Mansell Street.

Contract Description

\$950,000 for an easement to PG&E for the instalation of a High-voltage Transmission Line in John McLaren Park under Visitacion Avenue and Mansell Street.

City Agency - Departmental Contact Information

Departmental Contact

Stacy
Bradley

Departmental Contact Phone #

(628) 652-
6610

Full Department Name

REC - Rec &
Park

Agency Contact Email

stacy.bradley@sfgov.org

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Patricia	Poppe	
CFO	Carolyn	Burke	

Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

I hereby submit the following item for introduction (select only one):

- ☒ 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- ☐ 2. Request for next printed agenda (For Adoption Without Committee Reference)
(Routine, non-controversial and/or commendatory matters only)
- ☐ 3. Request for Hearing on a subject matter at Committee
- ☐ 4. Request for Letter beginning with "Supervisor inquires..."
- ☐ 5. City Attorney Request
- ☐ 6. Call File No. from Committee.
- ☐ 7. Budget and Legislative Analyst Request (attached written Motion)
- ☐ 8. Substitute Legislation File No.
- ☐ 9. Reactivate File No.
- ☐ 10. Topic submitted for Mayoral Appearance before the Board on

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- ☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission
☐ Planning Commission ☐ Building Inspection Commission ☐ Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- ☐ Yes ☐ No

(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)

Sponsor(s):

Walton

Subject:

Reso - McLaren PG&E Easment

Long Title or text listed:

Grant of Easement – PG&E – Setting the Terms and Fee of \$950,000 for the Execution of an Easement by Pacific Gas & Electric (PG&E) and Installation of a High-Voltage Transmission Line to PG&E in John McLaren Park Under Visitacion Avenue and Mansell Street

Signature of Sponsoring Supervisor: /SW