

Cost Reimbursement Agreement between City and County of San Francisco, acting by and through the San Francisco Port Commission (“Port”) and Pacific Gas and Electric Company, a California corporation (“PG&E”)

for

Management of Residual Contamination on Port Property in certain areas east of the Former Potrero Power Plant

This Cost Reimbursement Agreement (“**Agreement**”), dated for reference purposes as of _____, 2021 is between City and County of San Francisco, acting by and through the San Francisco Port Commission (“**Port**”) and Pacific Gas and Electric Company, a California corporation (“**PG&E**”). The Port and PG&E are sometimes hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Since approximately 2006, PG&E, under designated lead oversight by the California Regional Water Quality Control Board for the San Francisco Bay Region (the “**Water Board**”), has voluntarily investigated contamination of the shoreline and the offshore sediments along the former Potrero Power Plant in the vicinity of Pier 70 in San Francisco. PG&E has completed multiple investigations of the Offshore Sediment Area as defined and documented in a *Remedial Investigation Report* (RI Report; Haley & Aldrich, 2014), which was approved by the Water Board in 2014. Investigations of the Shoreline Area as defined and documented in the *Summary of Investigation and Remedial Activities, Port of San Francisco-Owned Areas* (Shoreline Report, Haley and Aldrich, 2019) which was approved by the Water Board in 2020. Investigations found elevated concentrations of petroleum hydrocarbons; volatile organic compounds (“**VOCs**”), including benzene, toluene, ethylbenzene, and xylenes (“**BTEX**”), and polycyclic aromatic hydrocarbons (“**PAH**”), likely resulting from the historical operation of a manufactured gas plant (“**MGP**”), power plant, and other industrial operations, in nearby surface and subsurface sediments. The findings of previous investigations, analysis of and basis for selection of the Offshore Sediment Area final remedy for the contamination, and design of the remedy, which consists of various combinations of dredging, placement of an engineered sediment cap, in-situ treatment with activated carbon, and monitored natural attenuation, are described in the *Remedial Action Plan, Offshore Sediment Area, Potrero Power Plant Site* (Offshore Sediment Area RAP; Haley & Aldrich, 2017), which was approved by the Water Board in 2018. The Shoreline Area final remedy, which consists of in-situ soil solidification and placement of a Durable Cover Cap, is described in the *Remedial Action Plan, Northeast Area of the Potrero Power Plant Site and a Portion of the Southeast Area of Pier 70, Potrero Power Plant Site* (NE Area RAP; Hailey & Aldrich, 2016), which was approved by the Water Board in 2016. The Water Board approved remedial action plans that allowed some PAH to be managed in place on Port Property (“**Residual PAH**”).

B. Between 2017 and 2019, PG&E completed active remediation of both the Shoreline Area and the Offshore Sediment Area as described in the Remedial Action Completion Report Northeast Area of the Potrero Power Plant Site and a Portion of the Southeast Area of Pier 70 (NE RACR, Hailey & Aldrich 2019), and the *Remedial Action Completion Report, Offshore Sediment Area* (“Offshore Sediment **RACR**,” Terra Pacific Group, 2020). As further described in the *Risk Management and Monitoring Plan, Offshore Sediment Area, Potrero Power Plant Site*, Haley & Aldrich, 2020 (“**RMMP**”) and the *Risk Management Plan Port-Owned Shoreline Areas Potrero Power Plant San Francisco, California*, Terra Pacific Group, 2021 (“**RMP**”), the Offshore Sediment Area remedy for each portion of the Offshore Sediment Area, includes one of the following: (1) dredging and removal of sediments with highest concentrations of COCs and installation of an Engineered Cap; (2) in-situ treatment with a carbon amendment, plus a Natural Cap; or (3) a Natural Cap. For each portion of the Shoreline Area other than the southern portion, the Shoreline Area remedy includes one of the following:

(1) dredging and removal of sediments with highest concentrations of COCs and installation of an Engineered Cap; or (2) in-situ soil solidification (to treat COCs in soil and groundwater) and installation of a Durable Cover. The southern portion of the Shoreline Area and the Extended Area were not remediated. The Shoreline Area, Offshore Sediment Area and Extended Area are collectively “the RMP/RMMP Area” under this Agreement. All remedial measures described in the RMMP and RMP and summarized above are individually and collectively referred to herein as the “Cap”). All capitalized terms not defined in this Agreement are defined in the respective RMMP or RMP [attached to this Agreement as *Exhibit A* or put the web address].

C. The RMMP describes monitoring that will be conducted for five years after remediation and other long-term management measures to be implemented beyond the 5-year active monitoring period. The RMP describes monitoring and maintenance requirements for the Durable Cover and other long-term risk management measures.

D. PG&E retains exclusive responsibility in perpetuity for any costs incurred by the Port or authorized users of Port property related to the presence of Residual PAH and the Cap that would not be incurred in the absence of the Residual PAH and/or the Cap. Such costs include, but are not limited to, costs incurred to manage or dispose of contaminated soils or sediments containing Residual PAH, to design and complete construction in a manner that avoids disturbance of soil or sediment and protects or restores the integrity of the Cap, and for maintenance or repair of the Cap should it fail due to design or construction flaws or acts of nature exceeding the basis of design for the Water Board-approved remedial action described in the RACR.

E. This Agreement provides for a process for the Port, its tenants, licensees and other authorized users of Port property (each, as the context requires, a “Project Proponent”) to seek cost reimbursement from PG&E in the event that they incur additional operational, emergency response, or development costs related to the presence of Residual PAH and/or the Cap.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Residual PAH and Cap.** By entering into this Agreement, the Parties intend to allocate future known and unknown costs related to the management of the Residual PAH and Cap to PG&E.
3. **Reimbursable Costs.** PG&E shall be responsible for reimbursing the Port or the Port's designated agent or contractor (collectively, “Port”) and Port's tenants, licensees or other authorized users of Port Property or their agents or contractors (each a “Port Tenant”) for Reasonable Increased Costs and Expenses (as defined below) incurred by Port or Port's Tenants related to management of the Residual PAH and Cap that: (1) would not be incurred in the absence of the Residual PAH being left on Port property and/or the Cap being installed on Port property; and (2) are incurred when undertaking (A) any activity that triggers compliance with the RMP or RMMP including, without limitation, the following: notice, approval and permitting processes with the Bay Conservation and Development Commission (BCDC), Water Board, and PG&E; sampling and analysis; removal of structures or piles; design and implementation of Cap repair or replacement; cost of supplemental materials that would not have been required if the soil and/or sediment had not contained Residual PAH and otherwise could have been reused; design and implementation of vapor intrusion mitigation systems; environmental monitoring, compliance and oversight during construction; design and implementation of a temporary cover; repair or replace Cap damaged by the intrusive activity; manage any potentially impacted materials encountered; storage, treatment and disposal measures for soil, sediment or groundwater that would not be required but for the presence of Residual PAH; preparation and

implementation of environmental health and safety plans; worker safety training, monitoring; protective equipment dust, asbestos, vapor and odor control plans and measures; preparation and implementation of project-specific risk management plans; post-construction monitoring; response to unknown conditions related to Residual PAH; costs required to comply with institutional controls; and other requirements set forth in the RMP and RMMP (“**RMP/RMMP Activities**”); (B) annual inspection, reporting and measures needed to correct inconsistencies with the RMP or RMMP caused through no fault of Port; (C) routine maintenance and repair activities on Port Property, including dredging; and (D) regulatory agency oversight costs and reasonable administrative expenses, including overhead and staff costs, including legal staff, necessary to comply with the RMP/RMMP and to process requests for reimbursement under this Agreement (“**Reimbursable Costs**”). For purposes of determining whether a cost is a Reimbursable Cost under this Agreement, “**Reasonable Increased Costs and Expenses**” shall mean increased costs and expenses that are reasonable for all parties and that were incurred after the Project Proponent (i) contacted PG&E’s Director of Environmental Remediation to discuss project scope and directives, (ii) worked with PG&E to minimize the impacts of the project on the cap and sediments in the Offshore Sediment Area, and (iii) avoided, minimized, and mitigated potential pollution to San Francisco Bay.

4. RMP/RMMP Compliance. Port will implement the RMP/RMMP measures, as applicable to any particular activity. Port's obligation to implement the RMP/RMMP measures are enforceable by the Water Board. Nothing in this Agreement shall give rise to any claim against Port by PG&E or any other person for any alleged failure of Port to implement the RMP/RMMP measures. The Reimbursable Costs shall not include any increase in costs caused by a failure of Port to implement the RMP/RMMP measures (including, without limitation, the “Cost Recovery” language from p. 3 of the RMMP, quoted at the end of this Section), but a Port failure to fully implement RMP/RMMP measures shall not be a basis to deny reimbursement of costs not resulting from such failure and that would otherwise qualify for reimbursement under this Agreement.

Port will require compliance with the requirements of the RMP/RMMP (including, without limitation, the “Cost Recovery” language from p. 3 of the RMMP, quoted at the end of this Section) and any recorded institutional controls as a condition of entering into a lease or other agreement allowing the use of real property in the RMP/RMMP Area and/or issuing a building or encroachment permit to a Port Tenant for activities that could trigger the RMP/RMMP. Port will advise Port Tenants of this Agreement and the ability for reimbursement of Reimbursable Costs as provided under Section 14. As specified by the RMP/RMMP, the Project Proponent and PG&E will consider overall cost-effectiveness for all parties in determining actions that will result in increased costs and expenses.

Cost Recovery

The Project Proponent shall contact PG&E’s Director of Environmental Remediation to discuss project scope and directives. The Project Proponent and PG&E shall work together to minimize the impacts of the project on the cap and sediments in the Offshore Sediment Area. At the request of the Project Proponent, PG&E will cooperate and provide a CRA in which PG&E will reimburse the Project Proponent for increased costs resulting from management and handling of sediments impacted by MGP-residuals and/or increased project costs caused by the Engineered Cap. Projects in the Offshore Sediment Area subject to the LUC and this RMMP are required to avoid, minimize, and mitigate potential pollution to San Francisco Bay, and consider overall cost-effectiveness for all parties. In all circumstances, for projects that breach the sediment cap within the Nearshore Zone, the Project Proponent will be responsible for the restoration of the disturbed cap in accordance with the Water Board-approved RAP or other cap design approved by the Water Board, and cap restoration costs will be included in the CRA.

5. **Notice.** Except for emergencies, Port will provide a notice to PG&E at least sixty (60) calendar days in advance of any activities for which Port intends to seek reimbursement under this Agreement. Where Port is required to perform work on an emergency basis (for example, but not limited to, such incidents as a water line or sewer line leak, fire or natural disaster, or discovery of a health, public safety or environmental hazard that requires work in the RMP/RMMP Area), Port will provide a notice to PG&E as soon as possible after commencement of the emergency work. In either case, failure of Port to provide notice under this Section does not relieve PG&E of responsibility for payment of Reimbursable Costs.

6. **On-site Representative.** For any activity for which Port intends to seek reimbursement under this Agreement, PG&E may have a representative (“**Representative**”) on-site during any work undertaken by Port for the purpose of observing such work.

(a) PG&E agrees that its Representative shall not interfere with activities of Port, shall follow all instructions of Port, and shall comply with all applicable laws, including worker safety requirements, and observe all safety procedures of Port. Further, Port may exercise its reasonable discretion in consideration of the nature of the site and activities to limit the areas of the site that the Representative may access, limit the number of Representatives that are allowed on site at any one time, and to require advance notice from PG&E of its intent to have Representatives on site.

(b) PG&E agrees to indemnify, hold harmless and defend Port, without cost to the Port, its officers, agents and employees, from and against any and all claims, judgments, losses, costs, damages, penalties, fines or liabilities including, without limitation, interest and reasonable attorneys’ fees of whatever kind to the extent arising in any manner out of (i) any injury to or death of any person or damage to or destruction of any property occurring in, on, under or about the Port Property, or any part thereof, whether to the person or property of PG&E or its Representative, resulting from the Representative’s access and/or observation on the Port Property; (ii) any failure by the Representative or PG&E to observe or perform any of the terms, covenants or conditions of Section 6(a), above; or (iii) the unauthorized access on or interference with any activities on the Port Property by PG&E’s Representative.

Failure of PG&E to have a Representative does not relieve PG&E of responsibility for payment of Reimbursable Costs.

7. **Contracting Procedure.** With respect to activities for which Port may seek reimbursement under this Agreement, Port shall award contracts for work (including work to be performed by City employees) in accordance with the applicable procedures set forth in Chapter 6 of the City’s Administrative Code or such successor code that may be adopted by the City, including provisions for prevailing wages. Port will be deemed to have complied with this Section 7 if (i) Port has awarded a contract in accordance with the applicable procedures as set forth in Chapter 6 of the City’s Administrative Code or successor code or (ii) Port has incurred expenses itself as a result of work performed by Port employees in accordance with the applicable procedures as set forth in Chapter 6 of the City’s Administrative Code or successor code.

8. **Reimbursement.** PG&E is responsible for any costs and expenses incurred by Port for which Port seeks reimbursement that are Reimbursable Costs, that do not exceed the scope of work required by the RMP/RMMP, that are incurred by Port in accordance with the terms of this Agreement, and that were not disputed by PG&E in accordance with this Agreement with said dispute resolved or adjudicated in favor of PG&E. Costs and expenses incurred by Port to implement the RMP/RMMP, and pursuant to a contract awarded by Port or performed by Port in accordance with Section 7, above, are rebuttably presumed to be Reimbursable Costs. PG&E may dispute or mediate costs and expenses for which Port seeks reimbursement only on the basis that the work performed exceeds the scope of work required by the RMP/RMMP and/or are not Reimbursable Costs as defined in Sections 3 and 4 and/or for the reasons articulated during the process provided for in Section 9 regarding pre-authorization.

9. Pre-authorization. Except for emergency work, Port agrees to request pre-authorization of Reimbursable Costs from PG&E prior to commencing activities that Port reasonably believes will result in a Reimbursable Cost of between ten thousand dollars (\$10,000) and fifty thousand dollars (\$50,000) in accordance with the following procedures: Port shall submit a scope of work and cost estimate to PG&E. Within thirty (30) calendar days, PG&E shall approve or disapprove the request in writing. In the event that PG&E disapproves the request in whole or part, PG&E shall specify in writing the basis for disapproving the request and shall provide detailed recommendations to Port as to how Port could modify its request to qualify as a Reimbursable Cost. Port may at its option, submit a revised pre-authorization request, in accordance with the procedure specified above, in the event that PG&E disapproves all or any portion of a pre-authorization request. Within thirty (30) calendar days, PG&E shall approve or disapprove the revised pre-authorization request in writing specifying in detail the basis for any disapproval of the request. Failure of PG&E to respond in writing or to specify in detail the basis for any disapproval of a pre-authorization request, within thirty (30) calendar days of receipt of a pre-authorization request or revised pre-authorization request shall be deemed approval of the pre-authorization request.

For activities that Port reasonably believes will result in a Reimbursable Cost in excess of fifty thousand dollars (\$50,000), the pre-authorization process outlined in this section will apply but with a sixty (60) calendar day notice and response period by PG&E.

For activities that Port reasonably believes will result in a Reimbursable Cost of less than ten thousand dollars (\$10,000), no pre-authorization is needed.

10. Reimbursement Process. To obtain reimbursement from PG&E for Reimbursable Costs, Port will provide PG&E with an itemized invoice and all supporting documentation for any costs and expenses for which Port seeks reimbursement (a “**Reimbursement Request**”) and the name and address of Port’s designated representative for receipt of any reimbursement check. PG&E shall review the Reimbursement Request and within sixty (60) calendar days from the date of receipt approve or disapprove, in whole or part, the Reimbursement Request and, to the extent approved, forward a reimbursement check to the designated representative. In the event PG&E disapproves any portion of the Reimbursement Request, PG&E shall provide Port with a notice of dispute in writing containing a reasonably detailed rationale for disapproving any disputed portion of the Reimbursement Request. A Reimbursement Request that is consistent with an approved pre-authorization request and supported by an itemized invoice, and, as applicable, supporting documentation, shall not be subject to dispute on any grounds other than those asserted by PG&E during the pre-authorization process, if any, as described in Section 9. All undisputed portions of a Reimbursement Request are due and payable within 60 calendar (60) days of receipt by PG&E. Port may charge PG&E interest on late payments on undisputed invoices at the rate of six percent (6%) per annum.

11. Recourse. If PG&E fails to pay the full amount of any invoice (including any interest owed) within sixty (60) calendar days of receipt of the invoice by PG&E (unless disputed pursuant to Section 12), Port shall have the right to seek immediate judicial relief, without obligation for further notice to PG&E.

12. Disputes. In the event of a dispute over an invoice, the Parties will first attempt to resolve disputes informally. If the dispute cannot be resolved informally within thirty (30) calendar days of the notice of dispute, any party may submit the dispute to mediation, pursuant to the following procedures: the Party seeking mediation shall provide the other Party with a notice of demand for mediation. Within thirty (30) calendar days of notice of demand for mediation, the Port and PG&E shall jointly designate a mediator and the expenses of said mediation shall be borne fifty percent (50%) Port and fifty percent (50%) by PG&E. In the event the Parties fail to agree on a mediator, the Parties are not bound to mediate the matter and may seek judicial relief. The mediation shall be conducted within sixty (60) calendar days of the demand, unless

otherwise agreed by the Parties. Any Party may commence a lawsuit over the dispute after one (1) calendar day of mediation, unless otherwise agreed by the Parties.

13. Term. This Agreement shall commence on the Effective Date and shall expire on the earlier of: (i) the date twenty (20) years from the Effective Date or (ii) the date when PG&E has reimbursed Port or Port's Tenants for an amount exceeding the Reimbursement Cap (the "Expiration Date"). For purposes of this Agreement, the Reimbursement Cap means five million dollars (\$5,000,000) in costs reimbursed pursuant to this Agreement, as adjusted herein ("Reimbursement Cap"). Commencing on the first anniversary of the Effective Date of this Agreement, or if that date is not the first day of the month, then on the first day of the month following that date, and on each anniversary of such date thereafter (the "Anniversary Date"), the Reimbursement Cap shall automatically be increased by two and one half percent (2.5%).

If the Expiration Date is determined under (i) above, Port may submit Reimbursement Requests in accordance with the procedures set forth in this Agreement for costs incurred during the term until the date six (6) months after the Expiration Date.

Upon expiration of this Agreement, the Parties will negotiate in good faith to extend this Agreement or enter a new agreement which fulfills the purposes of this Agreement and the long-term management measures specified in the RMP/RMMP and the institutional controls.

The Parties agree that the running of any statute of limitations with respect to claims by Port in connection with respect to any claimed costs or expenses arising from the contamination of the shoreline and the offshore sediments along the former Potrero Power Plant in the vicinity of Pier 70 in San Francisco shall be tolled as of the Effective Date of this Agreement until the Expiration Date and the Parties agree that the tolling period shall not be included in calculating the application of any statute of limitations or in the consideration of any defense or avoidance based on laches, estoppel, or any other principle concerning the timeliness of commencing a civil action applicable to a claim for cost recovery or contribution. Further, in the event that Port makes a claim for costs after the expiration of this Agreement that would otherwise have been covered by this Agreement, PG&E hereby agrees that it will not raise as a defense to such claim a defense based on the doctrine of laches or the expiration of a statute of limitations; provided however that any applicable statute of limitations tolled during the term of the Agreement will begin to run again upon the expiration of this Agreement. This Section 13 will survive the expiration or earlier termination of this Agreement.

In the event that Port makes a claim for costs after the expiration of this Agreement that would otherwise have been covered by this Agreement, PG&E hereby agrees that it will not raise as a defense to such claim a defense based on the doctrine of laches or the expiration of a statute of limitations; provided however that this waiver shall not serve to revive any claim that has expired as of the Effective Date due to the running of any statute of limitations, and any applicable statute of limitations tolled during the term of the Agreement will begin to run again upon the termination of this Agreement. This Section 13 will survive the expiration or earlier termination of this Agreement.

14. Port Tenants. Port Tenants may seek reimbursement for Reimbursable Costs using the same process and procedures and subject to the same conditions and limitations specified in this Agreement, except that, Port Tenants must obtain pre-authorization for all work under the procedures described in Section 9 without regard to the amount of Reimbursable Costs. In cases where work is required on an emergency basis, Port Tenants must seek authorization as soon possible after commencement of the emergency work.

15. Recordation. Upon full execution of this Agreement, PG&E shall record in the Official Records of the City and County of San Francisco a Memorandum of Agreement in the form attached hereto as *Exhibit B* and incorporated herein by this reference.

16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and may be served by personal delivery, by sending the notice by

overnight courier service, addressed to the party to be notified, or by depositing the notice in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with a return receipt requested. Any notice or other communication served in the manner described shall be deemed to have been given and received upon the date of delivery to the addressee or refusal by the addressee to accept delivery. For purposes of notice, the addresses numbers of the Parties shall be as follows:

To: PG&E: Pacific Gas and Electric Company
3401 Crow Canyon Road
San Ramon, California 94583
Attention: Director, Environmental Remediation

With a copy to: Pacific Gas and Electric Company
Law Department, B30A
77 Beale Street
San Francisco, California 94105
Attention: Greg Ritter, Esq.

To: Port Port of San Francisco
Chief Harbor Engineer
Pier 1
San Francisco, CA 94111
Phone: (415) 274-0400
Fax: (415) 274-0528

With a copy to: Port General Counsel at the same address

The Parties may modify the addresses and/or names of representatives set forth in this Section 16 by providing notice thereof in accordance with the provisions hereof.

17. Admissions. Each Party agrees that this Agreement shall not constitute or be deemed to be an admission of any liability or responsibility whatsoever on the part of any Party. This Agreement shall not be admissible as evidence in any action except an action to interpret or enforce this Agreement, including any amendments and modifications thereto.

18. Prior Agreements. This Agreement supersedes any and all other prior agreements and understandings, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, and no other prior agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding; and (ii) each Party acknowledges and agrees that upon execution of this Agreement, this Agreement shall constitute the entire agreement between Port and PG&E concerning the subject matter of this Agreement.

19. Counterparts. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed an original for all purposes, but all such multiple originals or counterparts together shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of California without regard to the principles of conflicts of law thereof.

21. Interpretation. The Parties acknowledge and agree that this Agreement is the result of negotiations, that they have each been represented by legal counsel in such negotiations, and

each Party and its legal counsel have participated fully in the review and revision of this Agreement. The Parties further acknowledge and agree that the provisions of this Agreement shall be construed and enforced in accordance with their fair meaning, and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The captions and headings contained herein are for convenience only, and shall not affect the meaning or interpretation of this Agreement.

22. Severability. The Parties acknowledge and agree that if any agreement, covenant, provision, term or condition in this Agreement is invalid, illegal or incapable of being enforced under any applicable rule or law of either the State of California or the United States of America by a court of competent jurisdiction, such agreement, covenant, provision, term or condition shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other agreements, covenants, provisions, terms and conditions in this Agreement shall nevertheless remain in full force and effect; provided that the elimination or invalidity of such agreement, covenant, provision, term or condition does not materially alter the intent of the Agreement or the consideration received by any Party.

23. Cooperation Clause. The Parties shall reasonably cooperate to effectuate the purposes and intent of this Agreement.

24. Third Party Beneficiaries. Except as explicitly provided herein for Port Tenants, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties and their respective successors and assigns, if any, nor shall any agreements, covenants, provisions, terms or conditions in this Agreement give any third parties any right of subrogation or action against the Parties.

25. Voluntary Execution of Agreement. Each Party represents and warrants that it consulted with and was represented by legal counsel throughout all aspects of this Agreement, that it has read the Agreement and understands the terms and conditions thereof, and that it has executed this Agreement voluntarily and without fraud, duress, and undue influence.

26. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

27. No Release of Claims. Nothing in this Agreement shall be deemed either a specific or general release of claims that any Party may have against any other Party, including without limitation, claims by Port that are determined not to be Reimbursable Costs or Reasonable Increased Costs and Expenses under this Agreement for any reason.

28. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the successors and assigns of Port and PG&E. Where the term "Port" or "PG&E" is used in this Agreement, it means and includes their respective successors and assigns.

29. Effective Date. The Effective Date of this Agreement is the date of Port's execution as shown below ("**Effective Date**"). Notwithstanding anything to the contrary contained in this Agreement, no officer or employee of City has authority to commit City to this Agreement unless and until the Port Commission and the City's Board of Supervisors shall have each duly adopted a resolution approving this Agreement, each in its sole discretion.

IN WITNESS WHEREOF, PORT and PG&E execute this Agreement as of the last date set forth below.

PORT: **CITY AND COUNTY OF SAN FRANCISCO,**
a municipal corporation, operating by and through the
SAN FRANCISCO PORT COMMISSION

By: _____
Rebecca Benassini
Deputy Director, Real Estate and Development

Date Signed: _____

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

By: _____
Name: _____
Title: _____

Date Signed: _____

By: _____
Name: _____
Title: _____

Date Signed: _____

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Name: Rona H. Sandler
Deputy City Attorney

Agreement Prepared By: Carol Bach, initial

Port Commission Resolution No. _____

Board of Supervisors Resolution No. _____

EXHIBIT A
RMP/RMMP AREA
[See Attachment]

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EXHIBIT B

FORM MEMORANDUM OF AGREEMENT

[See Attachment]