

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SAN PABLO,

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s Gas Transmission project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of San Pablo, County of Contra Costa, State of California, identified as 1655 Folsom Ave., San Pablo, CA, County Assessor’s Parcel Number 411-230-005-0 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) *To use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) *to park vehicles in connection with PG&E’s Project.*

The activities described above shall be within the area(s) delineated on the map attached and referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of four (4) months commencing on August 1, 2023 and shall terminate on November 30, 2023 (the “**Term**”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month to month basis for up to three (3) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner Four Thousand One Hundred Dollars (\$4,100.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner One Thousand Twenty-Five Dollars (\$1,025.00) for each month of the extended Term, which amount shall be paid monthly in advance of the first day of each month of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area and shall remove such fencing and gates at the end of the Term. Any fencing erected by PG&E shall not impair or impede the public use of the walking trail adjacent to the Temporary Easement Area.
4. **Indemnification.** PG&E covenants and agrees to indemnify, defend and hold harmless Property Owner, and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns (“**Indemnitees**”), from and against all claims, costs, expenses and liability (including

Easement Area by PG&E and its agents or employees; provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner's sole negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Restoration.** Upon completion of PG&E's Project, PG&E shall remove all personal property and repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall also repair any damage to the walking trail adjacent to the Temporary Easement Area resulting from PG&E's use of the walking trail for access to the Temporary Easement Area.
7. **Insurance.** PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.
8. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
9. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
10. **Notices.** Any notices or communications hereunder shall be in writing and shall be personally delivered, or sent by email transmission, or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to Property Owner: Charles Ching, Assistant City Manager, 1000 Gateway Ave.
San Pablo, CA 94806; CharlesC@sanpabloca.gov; (510) 215-3031

If to PG&E: C. Shay Clarke, Sr. Right of Way Agent, Land Department, 300 Lakeside Drive,
Oakland, CA 94612, Christopher.Clarke@pge.com; (530) 215.0419

11. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
12. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.

13. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
14. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:

CITY OF SAN PABLO,

By: _____


Name: Matt Rodriguez

Its: City Manager

Date: _____

ACKNOWLEDGED AND AGREED TO BY:

PG&E

By:  E-SIGNED by Chris Taliaferro
~~on 2023-02-22 23:35:37 GMT~~

Name: Christopher Taliaferro

Title: Land Acquisition Supervisor

Date: February 22, 2023 _____

TEMPORARY EASEMENT AREA
1655 Folsom Ave. San Pablo, CA 94954
APN: 411-230-005-0
6,000 Square Feet

