



Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1490

February 22, 2021

**VIA USPS CERTIFIED MAIL
DELIVERY**

Indian Canyon Mutsun Band of Costanoan
Ann Marie Sayers, Chairperson



Re: Notice Relating to Proposed Real Property Disposition – 22nd Street, San Francisco

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated January 22, 2021, a copy of which is attached. To date, we have not received a response from the Tribe. Please let us know within thirty days whether the Tribe has an interest in exercising its right of first offer to acquire the real property from PG&E.

Should you have any questions about this notification, please feel free to contact me at (707) 694-4783 or Reno.Franklin@pge.com.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company

Enclosure



January 22, 2021

**VIA USPS CERTIFIED
MAIL DELIVERY**

Indian Canyon Mutsun Band of Costanoan
Ann Marie Sayers, Chairperson



Re: Notice of Proposed Real Property Disposition – 22nd Street, San Francisco

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a former storage yard near the Port of San Francisco. Located at 22nd Street near Illinois Street, the property consists of a ±0.54-acre parcel of land near the Port's Pier 70. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E intends to dispose of the property as part of a transaction related to the redevelopment of the former Potrero Power Plant property.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within Indian Canyon Mutsun Band of Costanoan's ancestral territory. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission) Land Disposition Policy adopted December 5, 2019, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes*.³ Under this Land Disposition Policy, the tribe is provided a right of first refusal on the real property before PG&E may put the property on the market.

In accordance with the Land Disposition Policy, the tribe has ninety (90) days to respond to this notification as to its interest in acquiring the property by providing a written offer. PG&E supports the Commission's objective of ensuring tribal interests are appropriately considered in any sale of its property. For this reason, we are offering to consult with the tribe regarding its interest in acquiring the property within the 90 days. In addition, we appreciate any input, comments or information you would like to share regarding any cultural resources that may exist on the property. We will ensure your input is provided to the Commission as it reviews any future disposition of the property.

³ *The Commission's Land Disposition Policy is available at its website, www.cpuc.ca.gov/tribal.*

Notice of Proposed Real Property Disposition

January 22, 2021

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Should the tribe have any questions about this property, please contact Darin Polsley, Real Estate Transaction Specialist, Pacific Gas and Electric Company, 1850 Gateway Blvd, Concord, CA 94520. Mr. Polsley can also be reached at (925) 459-3794 or Darin.Polsley@pge.com. Due to the COVID-19 pandemic, Mr. Polsley is temporarily working remotely, and we ask you send any written communication to him to his email address.

Should you have any questions about this notification, please feel free to contact me at (707) 694-4783 or Reno.Franklin@pge.com.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company

Enclosures



Property Information Sheet

22nd Street, San Francisco

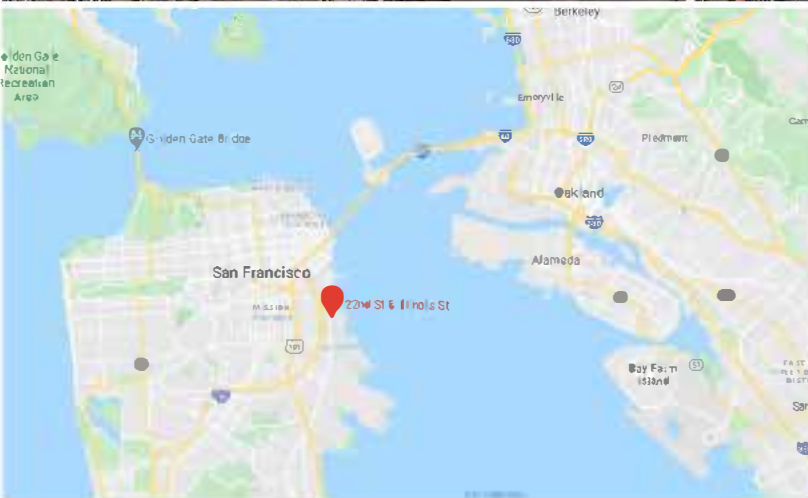
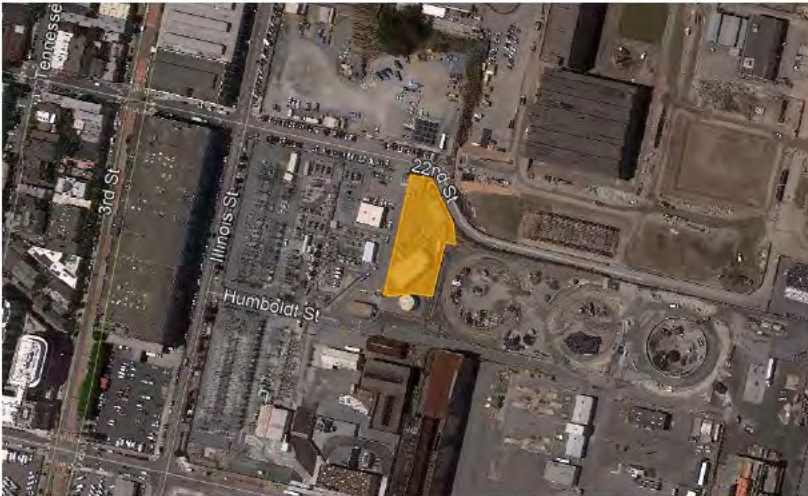


Image Source: Google Maps

Property Details

±0.54 acre irregularly shaped parcel in the Potrero Hill neighborhood.

Location: Approximately 450 feet west of Illinois Street on 22nd Street
San Francisco County

Zoning: M-2 – Heavy Industrial

General Plan Designation: Central Waterfront

APN: 4175-018

Description: Industrial area of Potrero Hill. Just south of the San Francisco Port's Pier 70. The [Central Waterfront Area Plan](#) seeks to renovate the area with a variety of uses.

Environmental: The property has been used for industrial purposes since the 1880s, including barrel manufacturing, roofing products manufacturing, and gas storage for a manufactured gas plant (MGP) operation on the adjacent Potrero Power Plant Site. Soil and/or groundwater on the property have been contaminated by these historic industrial operations. Constituents detected in soil and/or groundwater include petroleum hydrocarbons, heavy metals, polynuclear aromatic hydrocarbons, pesticides, and naturally occurring asbestos. The property is subject to a recorded September 15, 2011 Covenant and Environmental Restriction on Property in favor of the California Regional Water Quality Control Board and a Risk Management Plan.

PG&E Facilities: All PG&E facilities will be removed or relocated prior to sale. An easement over the westerly half of Georgia Street will be reserved.

RECORDING REQUESTED BY:

PACIFIC GAS AND ELECTRIC COMPANY

When Recorded, Mail To:

California Regional Water Quality Control Board
Attn: Executive Officer
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911)
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent declaring tax

CONFORMED COPY of document recorded

on _____ with document
This document has not been compared with the original
01/05/2012 2012.1329253
SAN FRANCISCO ASSESSOR-RECORDER

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD XXSF-00-4198

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

Potrero Switchyard and General Construction Yard
1201 Illinois Street, San Francisco, California
APN: 4175-007, Parcels 1 and 2

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

Recording Requested By:

Pacific Gas and Electric Company

When Recorded, Mail To:

California Regional Water Quality Control Board
Attn: Executive Officer
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

**Potrero Switchyard and General Construction Yard
1201 Illinois Street, San Francisco, California
APN 4175-007, Parcels 1 and 2**

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 15th day of September, 2011 by Pacific Gas and Electric Company ("Covenantor") who is the Owner of record of that certain property situated at the address commonly known as 1201 Illinois Street, in the City of San Francisco, County of San Francisco, State of California, which is more particularly described in Exhibit A attached hereto incorporated herein by this reference (such property hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Water Board"), with reference to the following facts:

A. **Hazardous Materials are Present.** The Burdened Property and groundwater underlying the Burdened Property contains hazardous materials as defined in California Health & Safety Code Section 25260.

B. **Contaminants at the Burdened Property.** The Burdened Property was historically used for barrel manufacturing, roofing products and manufactured gas storage. Soil and/or groundwater at the Burdened Property were contaminated by these historic industrial and commercial operations.

Constituents detected in soil and/or groundwater at the Burdened Property include various petroleum compounds, heavy metals, polynuclear aromatic hydrocarbons, and pesticides. In addition, up to 3% naturally occurring asbestos has been found in soil on the Burdened Property. Summaries of analytical data collected are presented in the Site Management Plan (SMP), which is incorporated herein by this reference. A SMP Summary is attached to this Covenant as Exhibit B for information purposes; the current SMP is located at the Burdened Property.

C. **Exposure to Contaminants.** The contaminants addressed in this Covenant are present in

soil and groundwater on the Burdened Property. Although the property is currently covered with structures, gravel, asphalt or pavement; exposure to these contaminants could take place if this Cap is removed or if intrusive activities occur. To minimize such exposures, the SMP was developed to manage the pollutants present and guide intrusive activities.

Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via dermal contact, inhalation and incidental ingestion. The risk of public exposure to the contaminants has been substantially lessened by the existing site cover (Cap) and the controls described herein which include the SMP and restricted use.

D. Management of Residual Pollution. In order to assure the continued protection of human health and the environment a SMP has been prepared. The SMP sets forth health and safety procedures and pollutant management protocols to be followed during construction or maintenance activities on the Burdened Property. The SMP also sets forth procedures for long-term management of residual pollutants on the Burdened Property. A copy of this document must be maintained by the Property Owner(s) and shall be consulted prior to and complied with at all times. It is the responsibility of the then-existing Property Owner(s) to insure compliance with this Covenant and associated SMP.

E. Use. The Burdened Property is used as an electrical Switchyard/ Substation by Covenantor and also used by Covenantor's construction crews. It is adjacent to industrial and commercial land uses.

F. Disclosure. Full and voluntary disclosure to the Water Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

G. Future Use Restricted. Covenantor desires and intends that in order to benefit the Water Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Water Board and all Owners and Occupants. Each and all of the

Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Water Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Water Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Water Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 Water Board. "Water Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Cap. The "Cap" shall mean any gravel, asphalt, concrete or other surface capable of preventing exposure to underlying soil.

2.3 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved/capped parking areas, constructed or placed upon any portion of the Burdened Property.

2.4 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.5 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

2.6 Site Management Plan. The "Site Management Plan" shall mean the February 2011, Site Management Plan, prepared by AMEC Geomatrix, Inc., including any amendments or revisions thereto, which has been approved in writing by the Water Board.

2.7 SMP. "SMP" shall mean Site Management Plan, as described in 2.6 above.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial, or commercial use;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals or health care facilities shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- f. Owners or Occupants of the Burdened Property or any portion thereof shall notify the Water Board of any excavation work greater than 50 cubic yards of soil on the Burdened Property. Any contaminated soils brought to the surface by any grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law; and the approved site-specific SMP.
- g. All uses, maintenance and development of the Burdened Property shall maintain compliance with the SMP, preserve the integrity of the Cap and any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Water Board, unless otherwise expressly permitted in writing by the Water Board.
- h. No Owners or Occupants of the Burdened Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including, but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Water Board.
- i. The Owner shall notify the Water Board of each of the following when not performed in compliance with the SMP or any Water Board approved workplans: (1) The type, cause, location and date of any disturbance to any Cap, any remedial measures taken or remedial

equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Water Board, which could affect the ability of such Cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Water Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

j. The Covenantor agrees that the Water Board, and/or any persons acting pursuant to Water Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any Capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Water Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Water Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, 2011, and recorded on _____, 2011, in the Official Records of _____ County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Water Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Water Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
Pacific Gas and Electric Company
Director – Environmental Remediation
3401 Crow Canyon Rd.
San Ramon, CA 94583

If To: "Water Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Water Board. This instrument shall be recorded by the Covenantor in the County of San Francisco within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this

instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor:
Pacific Gas and Electric Company

By: Marvin Penner

Marvin Penner
T: Manager, Land Management
Land & Environmental Management

Date: October 10 2011

Agency:
State of California
Regional Water Quality Board, San Francisco Bay Region

By: Bruce H. Wolfe

Title: Executive Officer

Date: Bruce H. Wolfe
Sept. 15, 2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

On 9/15/11 before me, Jagbir K. Dhaliwal, Notary Public

personally appeared Bruce Hatch Wolfe



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: [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant & Environmental Restriction on Property

Document Date: September 15, 2011 Number of Pages: 21

Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bruce Hatch Wolfe

Signer's Name: n/a

- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other: EXECUTIVE OFFICER



- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other:



Signer Is Representing: RWOCB

Signer Is Representing:

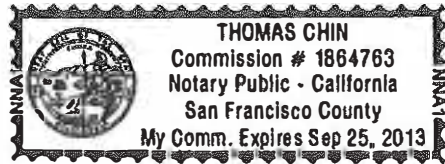
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO }SS.

On October 10, 2011 before me, Thomas Chin, Notary Public,
personally appeared ***Marvin Penner***

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 Thomas Chin

CAPACITY CLAIMED BY SIGNER: (x) Other: Manager, Land Management
Land & Environmental Management



.....
Title or Type of Document: Covenant and Environmental Restriction on Property
(Potrero Switchyard and General Construction Yard)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

2008412 (22-08-136) 12 08 1
Potrero Switchyard Deed Restriction

EXHIBIT "A"

The real property situate in the City and County of San Francisco, State of California, described as follows:

(APN 4175-007)

PARCEL 1

The parcel of land designated LOT 7, ASSESSOR'S BLOCK 4175, in EXHIBIT B – NEW PARCEL DESCRIPTIONS attached to the Certificate of Compliance recorded April 22, 2002 on Reel I121 of Official Records as image 0670, Records of the City and County of San Francisco, and described as follows:

BEGINNING at the point of intersection of the northerly line of 23rd Street with the easterly line of Illinois Street; thence along said line of 23rd Street

- (1) north 86°49'44" east 314.30 feet; thence
- (2) north 03°10'16" west 73.17 feet; thence
- (3) north 32°46'18" west 72.56 feet; thence
- (4) north 03°10'16" west 149.59 feet; thence
- (5) south 86°49'44" west 15.75 feet; thence
- (6) north 03°41'19" west 148.65 feet; thence
- (7) north 87°24'17" east 76.76 feet; thence
- (8) north 03°10'16" west 121.47 feet; thence
- (9) north 86°49'44" east 35.24 feet; thence
- (10) south 71°40'08" east 47.67 feet; thence
- (11) north 70°10'11" east 76.13 feet; thence
- (12) north 82°22'09" east 52.89 feet; thence
- (13) north 03°10'16" west 148.53 feet

to a line that is perpendicularly distant 154 feet southerly from the southerly line of former 22nd Street, as said street existed prior to the vacation thereof per Resolution No. 1376 dated October 15, 1940, filed in Book 6A, page 136; thence

- (14) north 86°49'44" east 36.62 feet

to the most easterly corner of that certain parcel of land described in that deed to Pacific Gas and Electric Company from Columbia Steel Company dated November 14, 1940 and recorded December 3, 1940, in Book 3706 of Official Records, page 2; thence along the easterly line of said Pacific Gas and Electric Company parcel

- (15) north 23°55'02" west 56.46 feet;

thence along the northeasterly line of said Pacific Gas and Electric Company parcel and along the southerly line of that certain parcel of land described in that deed from Pacific Gas and Electric Company to Columbia Steel Company, dated November 14, 1940 and recorded December 3, 1940, in Book 3706 of Official Records, page 1

(16) north $41^{\circ}29'53''$ west 129.00 feet
to said southerly line of 22nd Street; thence along said southerly line of 22nd Street

(17) south $86^{\circ}49'44''$ west 200.00 feet
to the easterly line of Michigan Street as said street existed prior to the vacation thereof
per Resolution 30892 dated May 13, 1929, by the Board of Supervisors of the City and
County of San Francisco, a municipal corporation; thence along said former easterly line
of Michigan Street

(18) south $03^{\circ}10'16''$ east 400.00 feet
to the northerly line of Humboldt Street as said street existed prior to the vacation thereof
per Ordinance No. 116-67, dated May 1, 1967, by the Board of Supervisors of the City
and County of San Francisco, a municipal corporation; thence along said northerly line of
former Humboldt Street

(19) south $86^{\circ}49'44''$ west 40.00 feet
to the westerly line of that portion of Michigan Street closed per aforesaid Resolution
30892; thence along said westerly line of that closed portion of Michigan Street

(20) north $03^{\circ}10'16''$ west 400.00 feet
to said southerly line of 22nd Street; thence along said southerly line of 22nd Street

(21) south $86^{\circ}49'44''$ west 240.00 feet
to the easterly line of Illinois Street; thence along said easterly line of Illinois Street

(22) south $03^{\circ}10'16''$ east 866.175 feet
to the Point of Beginning.

The bearings in the above description are based upon an assumed bearing of South
 $03^{\circ}10'16''$ East along the monument line of Third Street between 22nd Street and 23rd
Street.

Being a portion of Potrero Nuevo Blocks No. 429, 430, 443 and 444, and portions
of Humboldt Street and Michigan Street as said streets existed prior to the closure
(vacation) thereof.

The above description is shown upon the Record of Survey filed for record April
23, 2002 in Book AA of Maps at page 13, Records of the City and County of San
Francisco.

PARCEL

The parcel of land described and designated PARCEL 1 in the final order of
condemnation, wherein Pacific Gas and Electric Company is plaintiff, dated January 21,
2009 and recorded February 3, 2009 on Reel J820 of Official Records as image 0297,
Records of the City and County of San Francisco, and therein described as follows:

BEGINNING at the northerly terminus of a course in the general northerly
boundary line of LOT 7, as said LOT 7 is shown upon the Record of Survey filed for
record April 23, 2002 in Book AA of Maps at page 13, Records of the City and County of

San Francisco, which course has a bearing of S3°10'16"E and a length of 400.00 feet, said northerly terminus being a point in the southerly boundary line of 22nd Street (66 feet wide), as said 22nd Street is shown upon said Record of Survey; thence along said general northerly boundary line

- (1) south 3°10'16" east 400.00 feet; thence
- (2) south 86°49'44" west 40.00 feet; thence
- (3) north 3°10'16" west 400.00 feet

to a point in said southerly boundary line; thence leaving said general northerly boundary line and along said southerly boundary line

- (4) north 86°49'44" east 40.00 feet
- to the Point of Beginning.

The description of the parcel of land hereinbefore described and designated PARCEL 2 is based on said Record of Survey filed for record April 23, 2002.



APPROVED AS TO DESCRIPTION

PIERRE W. HURTER
L.S. 0720

Land Dept Document Control Number 2008412
Area I, Golden Gate Region, San Francisco Division
Land Service Office: San Francisco
Operating Department: Potrero PP Switchyard
T2S, R5W, MDM
Sec 14, SW4
Sec 15, SE4
FERC License Number: NA
PG&E Drawing Number: D-3975, F-0080, Sh 1
Plat No.: Elec = B0522; Gas = 18-4-C05
LD of affected documents: XXSF-00-3869; XXSF-00-3997
LD of any cross-referenced documents: XXSF-00-0255
Type of Interest: 42 (Deed Restriction)
SBE Parcel Numbers: 135-38-024D, Pc12
Quitclaims: NA
Order #: 8042569
JCN: 22-08-136
County: San Francisco
Utility Notice Numbers: NA
851 Approval Application No.: NA
Prepared By: TEP
Checked By:

T.2S., R.5W., M.D.B. & M.
 SW 1/4 SECTION 14
 SE 1/4 SECTION 15

CITY OF SAN FRANCISCO

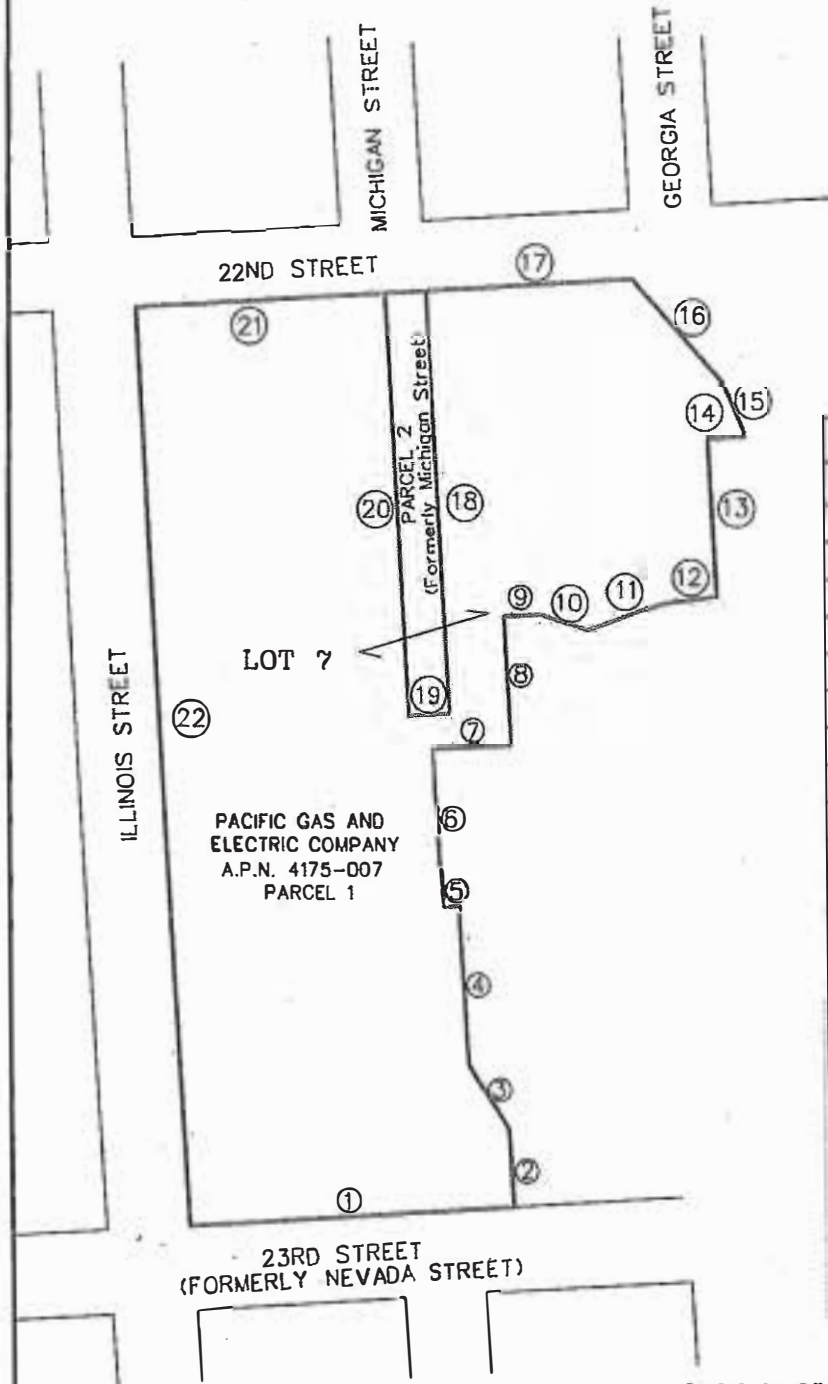


TABLE OF COURSES

| COURSE | BEARING | DISTANCE |
|--------|-------------|----------|
| 1 | N86°49'44"E | 314.30' |
| 2 | N03°10'16"W | 73.17' |
| 3 | N32°46'18"W | 72.56' |
| 4 | N03°10'16"W | 149.59' |
| 5 | S86°49'44"W | 15.75' |
| 6 | N03°41'19"W | 148.65' |
| 7 | N87°24'17"E | 76.76' |
| 8 | N03°10'16"W | 121.47' |
| 9 | N86°49'44"E | 35.24' |
| 10 | S71°40'08"E | 47.67' |
| 11 | N70°10'11"E | 76.13' |
| 12 | N82°22'09"E | 52.89' |
| 13 | N03°10'16"W | 148.53' |
| 14 | N86°49'44"E | 36.62' |
| 15 | N23°55'02"W | 56.46' |
| 16 | N41°29'53"W | 129.00' |
| 17 | S86°49'44"W | 200.00' |
| 18 | S03°10'16"W | 400.00' |
| 19 | S86°49'44"W | 40.00' |
| 20 | N03°10'16"W | 400.00' |
| 21 | S86°49'44"W | 240.00' |
| 22 | S03°10'16"E | 866.105' |

BASIS OF BEARING:

ASSUMED BEARING OF S 03°10'16" E ALONG MONUMENT LINE OF THIRD STREET BETWEEN 22ND STREET AND 23RD STREET PER RECORD OF SURVEY FILED IN BOOK AA OF MAPS 13-14.

GOLDEN GATE REGION
 SAN FRANCISCO DIVISION
 REF. DWG D-3975, F-0080 SHEET 1
 S.B.E. 135-38-0240, PARCEL 2

| | |
|--------------------------|------------|
| AUTHORIZATION 8042569 | |
| BY | C. MURPHY |
| DR | DAOUA BA |
| CH | S. FREEMAN |
| O.K. | C. MURPHY |
| DATE | 1-25-2010 |

**POTRERO SWITCHYARD
 LEGAL DESCRIPTION**



PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California

| | |
|----------------|---------------|
| JCN | 22-08-136 |
| AREA | 1 |
| COUNTY | SAN FRANCISCO |
| SCALE | N/A |
| SHEET NO. 1 | OF 1 |
| DRAWING NUMBER | CHANGE |
| L-9119 | |

EXHIBIT B

SOIL MANAGEMENT PLAN SUMMARY



SITE MANAGEMENT PLAN SUMMARY
Potrero Power Plant Site
Switchyard and General Construction Yard
1201 Illinois Street
San Francisco, California

This document summarizes for informational purposes but does not replace the Site Management Plan, Potrero Power Plant Site, Switchyard and General Construction Yard, 1201 Illinois Street, San Francisco, California (SMP), dated February, 2014, prepared by AMEC Geomatrix Inc (AMEC) for Pacific Gas and Electric Company (PG&E). The SMP addresses specific chemicals in soil and does NOT address any other health and safety issues related to any other hazards or activities (including, but not limited to, electrical hazards, trenching and shoring and weather-related hazards). Additional health and safety measures may be required for any onsite activity.

The current use of the seven acre property addressed in the SMP is as a major PG&E substation/switchyard and a PG&E general construction yard (SY/GC site), located in a commercial/industrial area of San Francisco. The SY/GC site is bisected west to east by Humboldt Street. The substation area on the north side of Humboldt Street is referred to as the North Switchyard and to the south of Humboldt Street as the South Switchyard. The General Construction (GC) Yard is located north of Humboldt Street and east of the North Switchyard.

For more information on any topic summarized below, please refer to the noted sections of the SMP. ***The SMP and not this informational summary is to be followed for any activities that will bring on-site workers into contact with potentially contaminated soils or groundwater, such as excavation, trenching, or other soil intrusive work. In addition, a Land Use Covenant for the SY/GC site requires the SMP be followed.***

Before beginning work at the SY/GC site, the responsible PG&E worker should notify the PG&E Environmental Field Specialist and Potrero MGP Project Manager for the SY/GC site. The Environmental Potrero MGP Project Manager will determine if the Water Board needs to be notified about upcoming work. In addition, even though the SY/GC site is not used for manufactured gas plant (MGP) operations (other than former manufactured gas storage), PG&E workers should also follow PG&E's guidance for disturbing soil at former Manufactured Gas Plant sites (Appendix C in SMP).

HISTORY (SMP – SECTIONS 2.2 AND 2.3)

The SY/GC has been used for industrial purposes since the 1880s. Historic uses included barrel manufacturing, roofing products manufacturing, and materials storage (gas holder) for a MGP that operated on the adjacent property. The gas holder was present in the eastern portion of the GC Yard.

The southern portion of the substation/switchyard was constructed in the 1960s. The substation expanded to the north (across Humboldt Street) starting in 2002. The substation currently includes a 12 kilovolt (kV) Control Building; a 115 kV subsurface terminus; a static VAR compensation facility; overhead transmission lines; and associated equipment (e.g. transformers and capacitors). There are no polychlorinated biphenyls (PCBs) in the existing electrical equipment. The substation/switchyard is surrounded by a chain link fence topped with barbed wire and is paved or covered with gravel. An oil catch basin (north of Humboldt Street) is used for secondary containment and a storm water retention pond is located along the southern boundary. The GC yard currently includes a maintenance and administrative building; a warehouse storage building; and equipment containers. The GC yard is paved and surrounded by a chain link fence.

The SY/GC has been investigated since the early-1990's, as part of a larger investigation that included properties to the east and to the north. The primary constituents evaluated were benzene, toluene, ethylbenzene and xylenes (collectively referred to as BTEX); total petroleum hydrocarbons (TPH); polyaromatic hydrocarbons (PAHs); metals; and naturally occurring asbestos (NOA). PCBs were also analyzed in several samples. Below is a summary of what was found during the site investigations. A site-specific human health risk assessment, *Report of Results and Human Health Risk Assessment, Soil and Groundwater Investigation, Switchyard and General Construction Yard, Potrero Power Plant Site, 1201 Illinois Street, San Francisco, California*, dated November 2003 (HHRA), and prepared by Geomatrix Consultants, was also conducted to evaluate the potential risk to industrial and commercial workers. The HHRA indicated that, based on existing industrial site land use and site conditions, potential exposure to chemicals in soil and groundwater do not pose an unacceptable human health risk for commercial workers, construction workers, or maintenance workers. However, to minimize exposure to residual chemical in soil that may be encountered during intrusive work, the SMP presents guidelines for appropriate health and safety precautions for on-site construction or maintenance workers; and for management of residual constituents present in soil and groundwater.

**POTENTIAL CONTAMINANTS
(SITE MANAGEMENT PLAN – SECTION 3 AND APPENDICES A & B)**

SITE SOILS AND GROUNDWATER:

Most of the soils at the SY/GC either do not contain the contaminants listed below, or, if present, they are at concentrations that would not present an unacceptable risk to human health for industrial or commercial on-site workers. Note that much of the soil and underlying bedrock is derived from serpentinite rock which is typically high in nickel, chromium, and NOA. Below is a summary of contaminants that may be found in shallow soil, along with the maximum concentrations detected¹:

SOILS:

Total Petroleum Hydrocarbons (TPH):

- TPH as diesel – Not Detected (ND) to 8,900 milligrams per kilogram (mg/kg)
- TPH as motor oil – ND to 8,400 mg/kg

Polyaromatic hydrocarbons (PAHs); including two representative PAHs:

- Total PAHs – ND to 3,974 mg/kg
- Benzo(a)pyrene – ND to 68 mg/kg
- Benzo(a)pyrene Equivalent Concentration² – ND to 91 mg/kg
- Naphthalene – ND to 3,300 mg/kg

Metals were typically detected at background concentrations; however, the following metals were present at concentrations greater than background:

- Arsenic – ND to 25 mg/kg
- Cobalt – 4.5 mg/kg to 84 mg/kg
- Total Chromium – 25 mg/kg to 1,700 mg/kg
- Lead – ND to 660 mg/kg
- Nickel – 33 mg/kg to 2,000 mg/kg

Naturally Occurring Asbestos (NOA) – ND to 3%

Volatile Organic Compounds (VOCs):

- Benzene – ND to 26 mg/kg

¹ Separate-phase hydrocarbon product encountered at the site may contain contaminants at significantly higher concentrations.

² Benzo(a)pyrene (B[a]P) equivalent concentrations for each soil or groundwater sample were calculated by multiplying the Cal/EPA potency equivalency factor for the individual carcinogenic PAHs by the concentration of each individual carcinogenic PAH in a sample and summing the resulting B[a]P equivalent values. The carcinogenic PAHs (cPAH) used to convert concentrations into B[a]P equivalents are: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene.

- Toluene – ND to 31 mg/kg
- Ethylbenzene – ND to 61 mg/kg
- Xylenes – ND to 200 mg/kg.

Pesticides – (e.g., endrin and heptachlor)

- Endrin – ND to 0.0095 mg/kg
- Heptachlor – ND to 0.019 mg/kg

Total Cyanide – ND to 5.7 mg/kg.

Polychlorinated Biphenyls (PCBs) – ND

GROUNDWATER:

Measured depth to groundwater across has ranged from approximately 7 to 20 feet below ground surface (bgs). Chemical constituents were either not detected in groundwater or were present at low levels. However, the following were detected during groundwater sampling:

Metals:

- Antimony – ND to 6.6 micrograms per liter ($\mu\text{g/L}$)
- Arsenic – 18 $\mu\text{g/L}$ to 42 $\mu\text{g/L}$
- Barium – 20 $\mu\text{g/L}$ to 45 $\mu\text{g/L}$
- Chromium – ND to 69 $\mu\text{g/L}$ mg/l
- Nickel – ND to 8.4 $\mu\text{g/L}$
- Selenium – 6.8 $\mu\text{g/L}$ to 21 $\mu\text{g/L}$

PAHs, including two representative PAHs:

- Total PAHs – ND to 7.03 $\mu\text{g/L}$
- Benzo(a)pyrene – ND to 0.19 $\mu\text{g/L}$
- Benzo(a)pyrene Equivalent Concentration – ND to 0.273 $\mu\text{g/L}$
- Naphthalene – ND to 0.23 $\mu\text{g/L}$

Cyanide:

- Total Cyanide - ND to 920 $\mu\text{g/L}$
- Weak Acid Dissociable Cyanide – ND to 1,600 $\mu\text{g/L}$

TPHd – ND to 620 $\mu\text{g/L}$

Benzene – ND to 15 $\mu\text{g/L}$

Phenols, TPHmo, and toluene, ethylbenzene and xylenes were not detected in site groundwater samples

INTRUSIVE WORK - RECOMMENDED WORKER PROTECTION (SMP – SECTION 6 AND APPENDIX C)

All applicable federal, state, and local regulations and codes related to health and safety shall be followed, including all sections of the California Occupational Safety and Health Administration (Cal-OSHA) regulations contained in Title 8 of the California Code of Regulation as they apply to site activities. For intrusive work, the following minimal worker protective clothing is recommended (note that non-PG&E workers are responsible for their own worker protection):

- Work Boots
- Gloves
- Long Sleeved Shirts
- Hard Hat
- Safety Glasses
- Flame Resistant Clothing

If strong odors or discolored soil is encountered – it is recommended that photo-ionization detector (PID), or equivalent, measurements be taken to determine if respiratory equipment is warranted. And for work conducted by PG&E crews, the PG&E Environmental Specialist is to be consulted.

Since NOA is present greater than 1%, additional requirements need to be followed (see *Soil Excavation – Dust Control Measures* section below).

Appropriate decontamination and personal hygiene procedures shall be followed.

If MGP residues are encountered (often present as black, tarry material or a powdery charcoal-like substance, known as lampblack), stop work, secure the area, notify the Environmental Field Specialist and the PG&E Potrero MGP Project Manager (if PG&E workers) and evaluate whether additional measures are needed.

SOIL EXCAVATION – DUST CONTROL MEASURES (SMP - SECTION 7.0 AND APPENDIX D)

Because NOA is present, the dust control measures required by the California Air Resources Board, in CCR Title 17, Section 93105 are to be followed (see below for additional information on NOA regulation). These procedures will also minimize exposures to residual chemicals in soil.

Generally, the procedures involve minimizing the amount of visible dust generated by keeping unpaved areas, disturbed areas, and stockpiled soils wetted, treated with a chemical dust suppressant or covered with appropriate material. Additional measures include washing

equipment down that has come into contact with the underlying soil and using measures to prevent the track-out of soil.

Depending upon the activity, dust monitoring, or additional dust measures, may need to be implemented.

NOA REGULATORY INFORMATION

NOA is regulated by the California Air Resources Board. For construction and grading operations that disturb greater than one acre, the Air Pollution Control Officer (for the Bay Area Air Quality Management District [BAAQMD]) is to be notified in writing at least 14 days before beginning the construction or maintenance activities. An Asbestos Dust Mitigation Plan must be submitted to and approved by BAAQMD before the start of construction. The mitigation measures to be taken are presented in Section 7 and Appendix D of the SMP or in the California Code of Regulations (CCR) Title referenced below.

For construction and grading operations that disturb less than one acre, work practices discussed in Section 7 of the SMP should be followed. Dust mitigation measures to be followed are presented in Section 7 and Appendix D of the SMP and in the CCR Title referenced below.

California Code of Regulations (CCR), Title 17, Section 93105 contains the requirements for construction work in areas with NOA, titled "*Final Regulation Order for Asbestos -Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations*". The website for this regulation is: <http://www.arb.ca.gov/toxics/atcm/asb2atcm.htm>

SOIL EXCAVATION – SOIL MANAGEMENT/STOCKPILE CONTROL (SMP – SECTION 8.1)

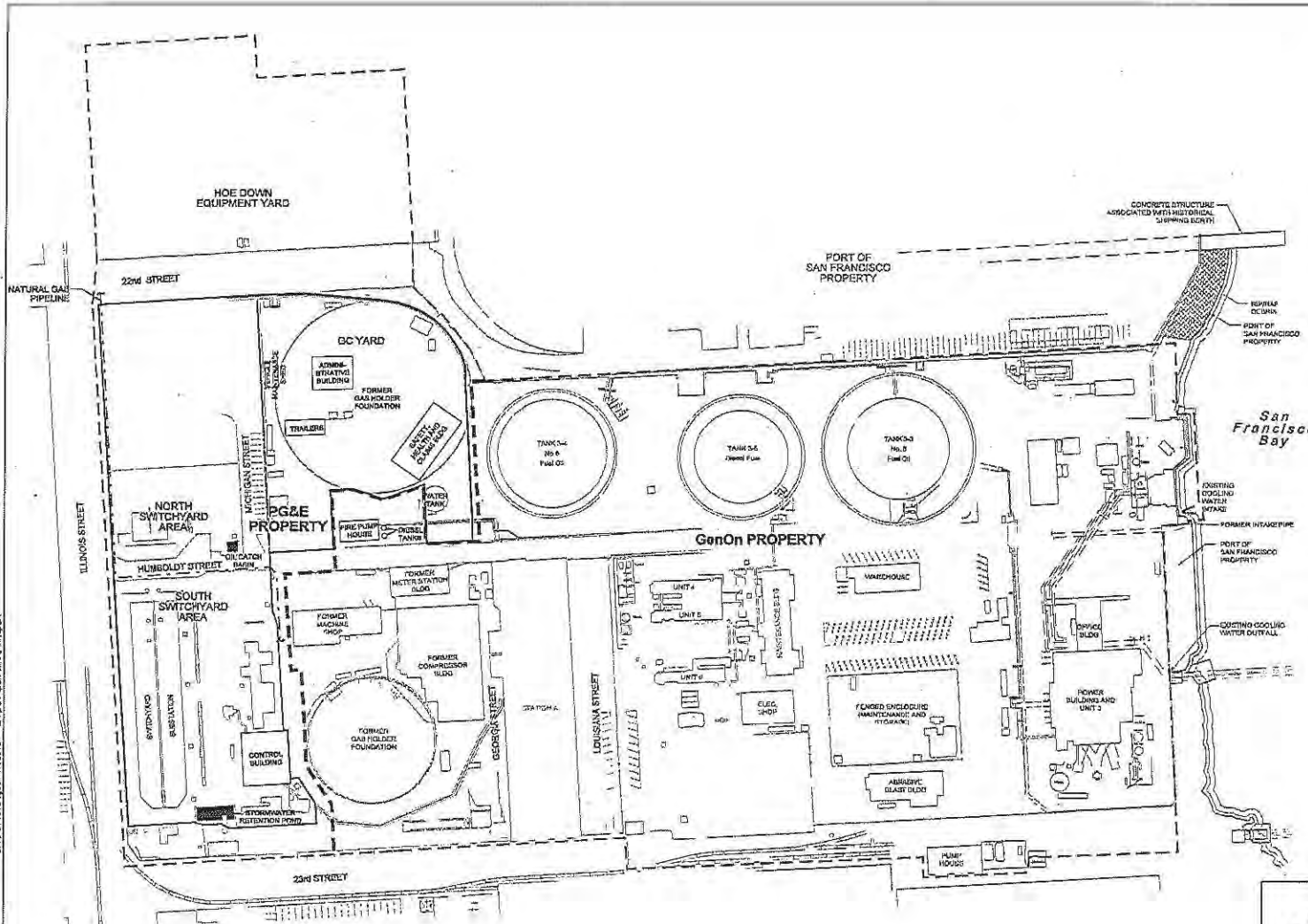
Because NOA is present, soil excavation requires dust control measures be implemented to prevent the formation of dust. Soil stockpiles shall be kept wet, treated with a chemical dust suppressant and/or covered with a suitable tarp to prevent wind erosion and dust generation. Stockpiles are to be secured (e.g., fenced) or otherwise protected to limit public access. These measures are also appropriate if MGP residues are encountered.

SOIL EXCAVATION – OFF-SITE SOIL DISPOSAL (SMP – SECTION 8.1)

Soil encountered during excavation activities shall be stockpiled and evaluated for potential on-site re-use. This evaluation may require chemical testing of the material for metals, soluble metals, NOA, PAHs, TPH, and benzene, toluene, ethylbenzene, and xylenes. Because excavated soil could contain elevated levels of total and/or soluble metals or other constituents, special handling for off-site disposal may be required.

**GROUNDWATER MANAGEMENT
(SMP – SECTION 8.1)**

It is unlikely that groundwater will be encountered during routing maintenance activities as groundwater is approximately 7 to 20 feet below the ground surface, but for deep excavations groundwater must be addressed. Appropriate precautions may include using a temporary storage tank (e.g., Baker tank) to hold water until it can be sampled and disposed of appropriately.



- EXPLANATION**
- Approximate property boundary
 - - - Approximate site boundary
 - Investment area
 - GC=General Construction

| | | |
|---|---------------|----------------------|
| SITE LAYOUT AND CURRENT SITE USES Potrero Switchyard and General Construction Yard San Francisco, California | | |
| By: | Date: 2/22/20 | Project No: 4748.003 |
| AMEC Geomatrix | | Figure 1 |

1484444529 SAN FRANCISCO, CALIFORNIA 94112-2074 415.777.4522 amec-ny.com
 1484444529 SAN FRANCISCO, CALIFORNIA 94112-2074 415.777.4522 amec-ny.com

ON THE RETURN ADDRESS ONLY
CERTIFIED MAIL



7016 2710 0000 1113 6938



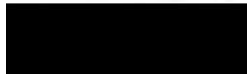
US POSTAGE
\$08.45¹
First-Class

Mailed From 94523
02/22/2021
032A 0061805247



Pacific Gas and Electric Company
c/o ARWS 2300 Contra Costa Blvd., Suite 525
Pleasant Hill, CA 94523

Indian Canyon Mutsun Band of
Costanoan
Ann Marie Sayers, Chairperson

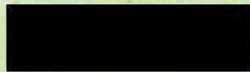


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Indian Canyon Mutsun Band of
Costanoan
Ann Marie Sayers, Chairperson



9590 9402 5678 9346 1972 43

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Return Receipt for Merchandise

Signature Confirmation™