

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6748E
As of November 22, 2022

Subject: Sale and Conveyance of one Parcel of Improved Land in the City of San Jose in Santa Clara County Request for Approval under Public Utilities Code Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 10-27-2022

Date to Calendar: 11-04-2022

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	11-26-2022

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio

(415) 973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



October 27, 2022

Advice 6748-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Sale and Conveyance of one Parcel of Improved Land in the City of San Jose in Santa Clara County – Request for Approval under Public Utilities Code Section 851 and General Order 173

Purpose

The purpose of this advice letter is to get approval to convey improved real property to Google LLC (Google) who will in turn dedicate the property to the City of San Jose (City) so that the City may extend an existing road.

Pacific Gas and Electric Company (PG&E or the Company) requests California Public Utilities Commission (CPUC or Commission) approval under Public Utilities Code Section 851 and General Order 173 to sell improved real property (Property) located in the City of San Jose, County of Santa Clara, California.

PG&E has determined that the sale of the Property does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to our customers.

Background

The legal description of the Property and the grant deed are attached as Attachment 1. The Property, located at 630 West San Fernando Street in San Jose, California, consists of 8,052 square feet (0.19 acre) of land. The Property was purchased in 1936 to be used as part of the San Jose Substation A and is a portion of the larger 1.31 acre substation property. PG&E will reserve easements for our facilities located on the Property, ensuring continued utility service to our customers.

Google plans to dedicate the Property to the City, who plans to extend Cahill Street over the Property from its current terminus at West San Fernando Street to Park Avenue to the south (the Road Project). Subsequent to the disposition of the Property by PG&E to Google, the Property is contemplated to become part of the Downtown West PD Zoning District and the related Downtown West PD Permit, and is contemplated to be included within the boundary of the tentative map for the area (Vesting Tentative Map No. PT20-07).

The Property contains one transformer at its southwest corner. PG&E will continue to operate this transformer as part of the substation and will reserve a 1,415 sq. ft. exclusive easement around it, which will be fenced and will not be included in the Road Project. The portion of the Property outside of the exclusive easement will be used for the Road Project (Road Project Area) and will consist of 6,637 sq. ft. of land. The Road Project Area contains a PG&E overhead electric transmission line, as well as underground gas and electric distribution lines. PG&E will also reserve easements for these lines, which will encumber the entire Road Project Area. The Road Project includes plans to underground PG&E's overhead electric transmission line at this location, which will occur after the sale of the Property, per PG&E's normal Rule 20 undergrounding process, and will be funded by the City.

The sale price for the Property is \$1,825,175 (\$275/sf x 6,637 sf) and the Property is currently under contract to be sold.

Tribal Lands Policy

On December 5, 2019, the Commission adopted a policy titled, "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" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property.

On February 24, 2022, PG&E sent letters notifying eight Tribes who had been identified by the Native American Heritage Commission as having a historic interest in the Property and their right of first refusal under the Policy. A follow up letter was mailed to the Tribal leaders on March 25, 2022. PG&E did not receive any response from the eight Tribes notified by these letters. Both letters, along with PG&E's request to the NAHC, are included as Attachment 2.

Other Information

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company	Google LLC, a Delaware limited liability company
Steven Frank	
Law Department	Attn: REWS / Development Director -
P.O. Box 7442	San Jose
San Francisco, CA 94120	1600 Amphitheatre Parkway
Telephone: (415) 971-5091	Mountain View, CA 94043
Facsimile: (415) 973-5520	bwillhite@allenmatkins.com
Email: Steven.Frank@pge.com	

(b) Complete Description of the Property Including Present Location, Condition and Use:

The Property is located at 630 West San Fernando Street in San Jose, California (Santa Clara County SBE 135-43-011-2 (portion), a portion of APN 261-35-002). The Property is flat, reverse "L" shaped with a total area of 8,052 square feet. PG&E substation equipment located on the Property will be protected within a 1,415 sq. ft. exclusive easement. The remaining area of 6,637 square feet (Road Project Area) will be entirely encumbered by non-exclusive easements for an overhead electric transmission line, and for underground gas and electric distribution lines.

(c) Intended Use of the Property:

Google intends to dedicate the Property to the City of San Jose for the extension of Cahill Street. As previously mentioned, subsequent to the disposition of the Property by PG&E to Google, the Property is contemplated to become part of the Downtown West PD Zoning District and the related Downtown West PD Permit, and is contemplated to be included within the boundary of the tentative map for the area (Vesting Tentative Map No. PT20-07).

(d) Complete Description of Financial Terms of the Proposed Transaction:

Google has agreed to purchase the Property for \$1,825,175, The terms and conditions for the proposed sale are contained in the Agreement attached as Attachment 3.

(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:

Proceeds from the sale of the property will be made in accordance with the policy for the allocation of the gains and losses on the sale of land (non-depreciable asset) adopted in the California Public Utilities Commission's (CPUC or Commission) Gain on Sale Rulemaking, in Decision (D.) 06-05-041 as modified in D.06-12-043. Pursuant to the forgoing authority, PG&E will credit an estimated \$1,070,034 to the Ratepayer Gain on Sale of Electric Utility Plant Account. The remaining estimated \$746,639 from the gain on sale will be credited to the Gain of Disposition Property Account. The final gain-on-sale will depend on the date the sale closes, which is contingent on the Commission approval of this advice letter.

(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

Table showing sales price, expenses, and tax effects are included as Attachment 4

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Google made an unsolicited offer to purchase the Property based on an appraisal that they obtained. The parties agreed that the sale price would be calculated based on the Road Project Area only, excluding the small exclusive easement area, which is customary. PG&E's surplus property team consulted with its internal appraisal department, who researched comparable sales in the area. Based on this research, PG&E responded with a counter offer that was based on an estimated fair market value that was higher than Google's. PG&E and Google agreed on a sale price of \$275/sf, which is consistent with PG&E's estimate of fair market value.

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:

Not applicable.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

Except for Google's intended road dedication to the City of San Jose, there are no recent past or anticipated future transactions anticipated by PG&E or Google that are related to the present transactions.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and

- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

(l) Additional Information to Assist in the Review of the Advice Letter:

PG&E is not aware of any additional relevant information other than what is included with this advice letter.

(m) Environmental Information:

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

Per (b) above, the proposed transaction is not a "project" under CEQA as it only constitutes a change in ownership; therefore, the proposed transaction will not require environmental review.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than November 16, 2022, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on November 26, 2022, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations

- Attachment 1: Legal Description of the Property and Grant Deed
- Attachment 2: Tribal Notification and Follow-up Letters, and NAHC Request
- Attachment 3: Purchase and Sale Agreement
- Attachment 4: Table showing sales price, expenses, and tax effects

***** SERVICE LIST for Advice 6748-E *****
APPENDIX A

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

Andrew Barnsdale
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

*****AGENCIES*****

Office of the City Clerk
200 E. Santa Clara St.
Tower 14th Floor
San José, CA 95113
Ph: (408) 535-1260
Email: city.clerk@Sanjoseca.gov

County Clerk-Recorder
70 West Hedding Street, East Wing, 1st Floor
San Jose, CA 95110
Phone: (408) 299-5688
Email: ClerkRecorder@rec.sccgov.org

*****3rd Parties*****

Google LLC, a Delaware limited liability company
Attn: REWS / Development Director - San Jose
1600 Amphitheatre Parkway
Mountain View, CA 94043
bwillhite@allenmatkins.com

*****Native American Heritage Commission*****

Valentin Lopez, Chairperson
Irene Zwierlein, Chairperson
Kanyon Sayers-Roods, MLD
Ann Marie Sayers, Chairperson
Monica Arellano, Vice Chairwoman
Timothy Perez
Katherine Perez, Chairperson
Andrew Galvan
Kenneth Woodrow, Chairperson
Johnathan Wasaka Costillas, THPO
Quirina Luna Geary, Chairperson



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (U 39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Stuart Rubio

Phone #: (415) 973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: SHR8@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6748-E

Tier Designation: 2

Subject of AL: Sale and Conveyance of one Parcel of Improved Land in the City of San Jose in Santa Clara County – Request for Approval under Public Utilities Code Section 851 and General Order 173

Keywords (choose from CPUC listing): Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 11/26/22

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Advice 6748-E
October 27, 2022

Attachment 1

Legal Description of the Property and Grant Deed

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2207-01-10078

GRANT DEED

2022096 (01-21-058) 22 06 01
Diridon Area Development

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantor**”), for good and valuable consideration, the receipt of which is hereby acknowledged, grants to GOOGLE LLC, a Delaware limited liability company (“**Grantee**”), the real property, situated in the City of San Jose, County of Santa Clara, State of California, described as follows (the “**Property**”):

(Portion of APN 261-35-002)

The parcel of land described LANDS in Exhibit “A” and shown on Exhibit “B” attached hereto and made a part thereof.

Reserving to Grantor a nonexclusive easement and the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as the “**Utility Facilities**”); together with a right of way, on, over, and under the Property.

Further reserving to Grantor an exclusive easement and the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as the “**Electric Substation Facilities**”); together with the a right of way, on, over, and under and the right to pave and enclose with a fence the easement area described as follows (the “**Exclusive Easement Area**”):

MAIL TAX STATEMENTS TO:

Name

Address

Zip

The easement area as described EXCLUSIVE EASEMENT AREA in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part thereof.

The Utility Facilities and Electric Substation Facilities are hereinafter collectively referred to as (the "**Facilities**").

Grantor also reserves the right:

(a) to ingress and egress from the Facilities over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee;

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

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

(e) the right to mark the location of the Exclusive Easement Area by suitable markers set in the ground.

Grantee hereby covenants and agrees:

(a) not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Property, or diminish or substantially add to the ground level within the Property, or construct any fences that will interfere with the maintenance and operation of the Facilities;

(b) not to deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Property, so as to constitute, in the opinion of Grantor, a hazard to any of the Facilities; and

(c) not to grant any easement or other use on, over, or under the Exclusive Easement Area without the written consent of Grantor which it may condition or deny in its sole discretion.

This deed is subject to that certain right of way for a sanitary sewer pipe granted in the deed dated August 15, 1928 by South Pacific Coast Railway Company, and its Lessee, Southern Pacific Company, to the City of San Jose referenced in the deed dated September 21, 1936 and recorded on November 25, 1936 in Volume 797 of Official Records at Page 336, San Clara County Records, conveying the parcel of land described in Exhibit A.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
(Insert name, title and department)

Attach to LD: 2207-01-10078
Area, Region or Location: 3
Land Service Office: San Jose
Line of Business: Electric Distribution (43), Electric Transmission (42)
Business Doc Type: Easements
MTRSQ: 22.07.01.18.14
FERC License Number:
PG&E Drawing Number: L-10560
Plat No.:
LD of Affected Documents: LD 2207-01-1145
LD of Cross Referenced Documents:
Type of interest: Sale of Fee (11F), Electric Tower Line Easements (2), Electric Pole Line Easements (3), Electric Underground Easements (4), Gas and Pipeline Easements (5), Utility Easements (86), Utility Lot Easement (108)
SBE Parcel:
% Being Quitclaimed:
Order or PM: 9023870
JCN: 01-21-058
County: Santa Clara
Utility Notice Number:
851 Approval Application No: ;Decision:
Prepared By: t8sb
Checked By: b4p9
Approved By: erse
Revised by:

EXHIBIT "A"

LANDS

All of that certain parcel of land described and designated as "PARCEL #1" in that certain deed dated September 21, 1936 and recorded on November 25, 1936 in Volume 797 of Official Records at page 336, Santa Clara County Records, State of California, and being more particularly described as follows:

That certain parcel of land bounded by a line which begins at a point in the southerly boundary line of San Fernando Street distant thereon 230.27 feet westerly from the intersection thereof with the westerly boundary line of Montgomery Street, said point being the northeast corner of the parcel of land conveyed by Roy Elliott to Southern Pacific Company by deed dated June 17, 1908, and recorded in Book 405 of Deeds at page 5, records of said Santa Clara County, and running thence south 2 degrees 55 minutes east, along the easterly boundary line of said parcel of land conveyed by said deed dated June 17, 1908, 204.19 feet; thence south 87 degrees 09 minutes west, parallel with the southerly boundary line of San Fernando Street, 69.8 feet to a point in the easterly boundary of the parcel of land described and designated (d) in the deed, executed by Electric Improvement Company of San Jose to United Gas and Electric Company, dated June 19, 1902, and recorded in Book 252 of Deeds at page 526, records of said Santa Clara County; thence northerly, along the last mentioned boundary line, 48.4 feet to the northeast corner of said parcel of land designated (d) in said deed dated June 19, 1902; thence north 87 degrees 09 minutes east 39.8 feet to a point distant 30.0 feet westerly from (measured parallel with the southerly boundary line of San Fernando Street) the easterly boundary line of said parcel of land conveyed by said deed dated June 17, 1908; thence north 2 degrees 55 minutes west 155.79 feet to a point in the southerly boundary line of San Fernando Street; thence north 87 degrees 09 minutes east, along the southerly boundary line of San Fernando Street, 30.0 feet, more or less, to the point of beginning.

EXCLUSIVE EASEMENT AREA

A portion of the hereinabove described parcel of land being more particularly described as follows:

Beginning at the southwest corner of the hereinabove described parcel of land, thence along the south boundary line of said parcel;

- 1) North 87°09'00" East 29.24 feet, thence leaving said south boundary line;
- 2) North 2°55'00" West 48.40 feet to a point on the boundary line of said hereinabove described parcel of land, thence along said boundary line;
- 3) South 87°09'00" West 29.24 feet; thence
- 4) South 2°55'00" East 48.40 feet to the Point of Beginning.

LD 2207-01-10087
2022096 (01-21-058) 22 06 01
Diridon Area Development

Containing an area of 1,415 square feet, more or less.

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

Prepared by:

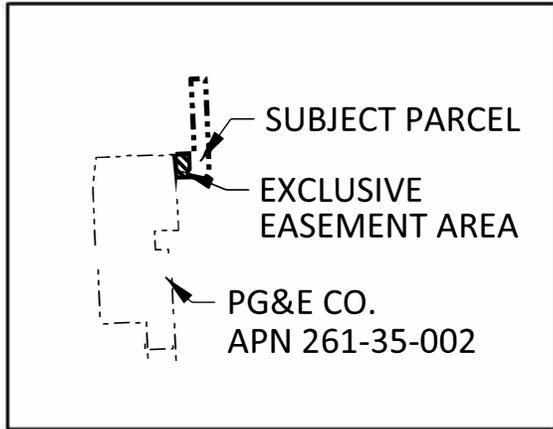
Pacific Gas and Electric Company

X *Bruce Parker*

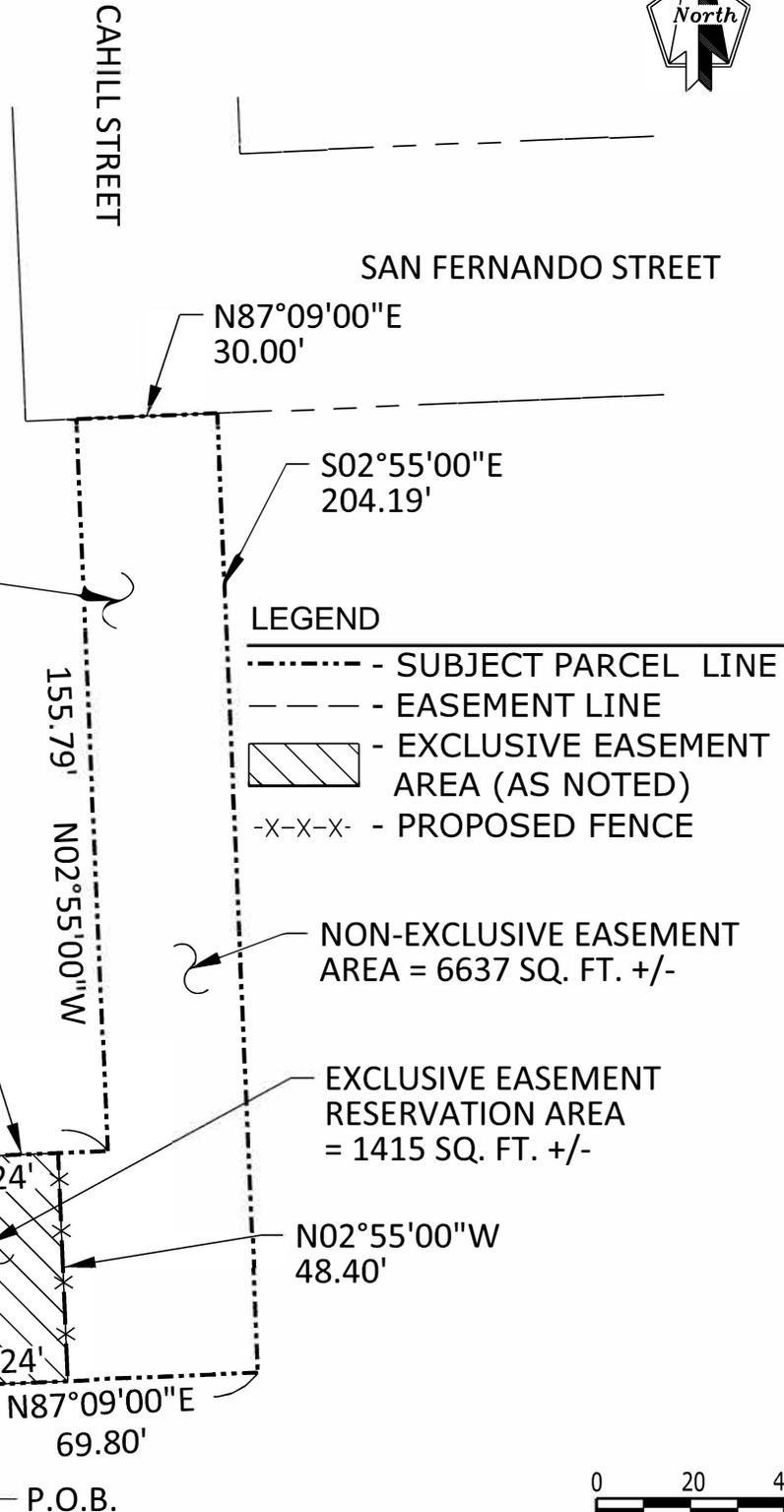
Bruce Parker
P.L.S. 7757



RANCHO LOS COCHES
 (T. 7 S., R. 1 E. NW 1/4 OF NE 1/4,
 SEC. 18 M.D.B.&M.)



VICINITY MAP
 NOT TO SCALE

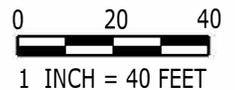


VOL. 797 O.R. PG. 336
 PARCEL #1
 LD 2209-01-1145
 AREA = 8052 SQ. FT. +/-
 PORTION OF APN
 261-35-002

LEGEND

- - - - - SUBJECT PARCEL LINE
- - - - - EASEMENT LINE
- EXCLUSIVE EASEMENT AREA (AS NOTED)
- x-x-x- - PROPOSED FENCE

BASIS OF BEARINGS:
 DEED RECORDED IN VOLUME 797
 OFFICIAL RECORDS AT PAGE 336



AUTHORIZATION 9023870	
BY	PSOMAS
DR	T8SB
CH	B4P9
O.K.	B4P9
DATE	6/15/2022

EXHIBIT "B"
 W SAN FERNANDO ST & CAHILL ST
 APN 261-35-002
SAN JOSE, CALIFORNIA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN	01-21-058	
AREA	AREA 3, SAN JOSE	
COUNTY	SANTA CLARA	
SCALE	1 INCH = 40 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	L-10560	CHANGE
		0

Advice 6748-E
October 27, 2022

Attachment 2

Tribal Notification and Follow-up Letters, and NAHC Request



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Amah Mutsun Tribal Band



Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Amah Mutsun Tribal Band. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

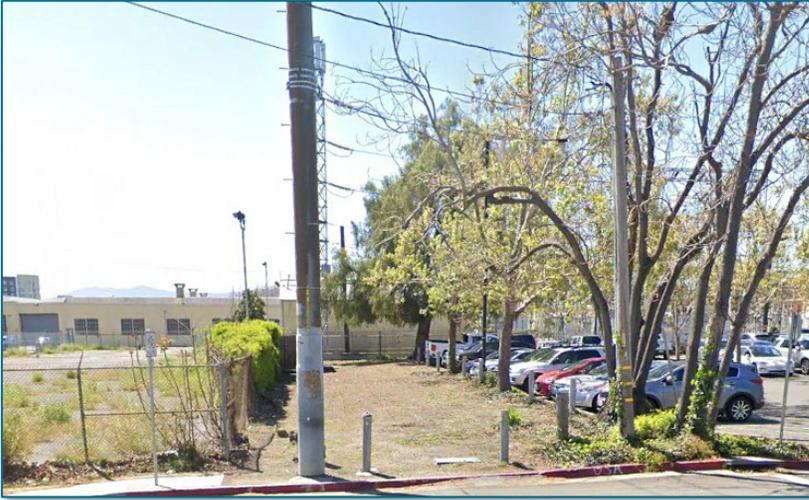
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

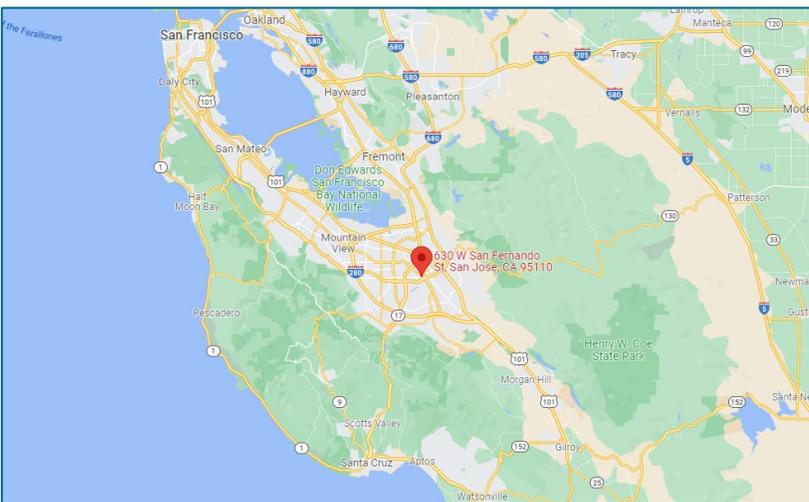
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Amah Mutsun Tribal Band of Mission San Juan Bautista



Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ±0.19-acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Amah Mutsun Tribal Band of Mission San Juan Bautista. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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

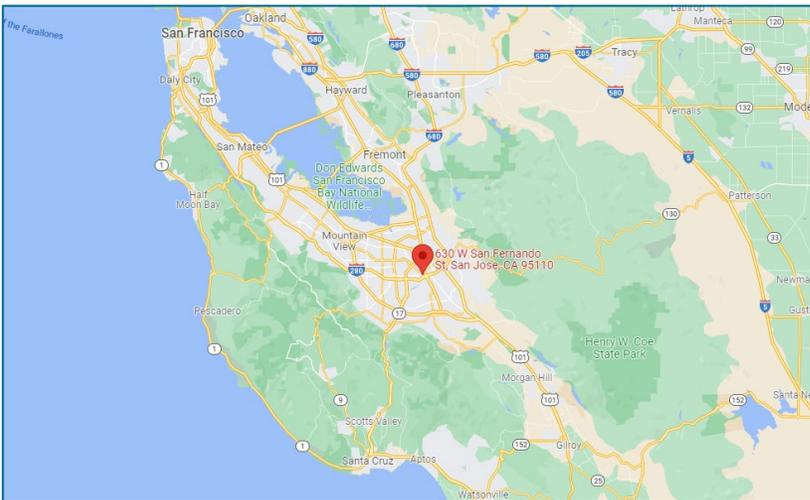
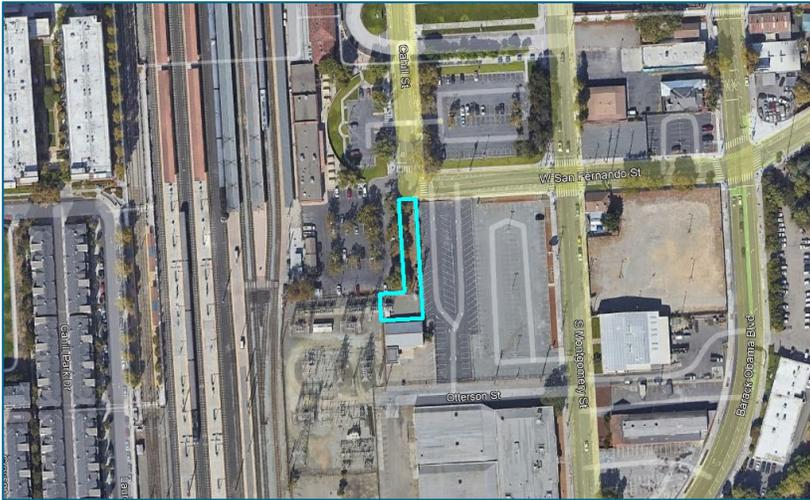
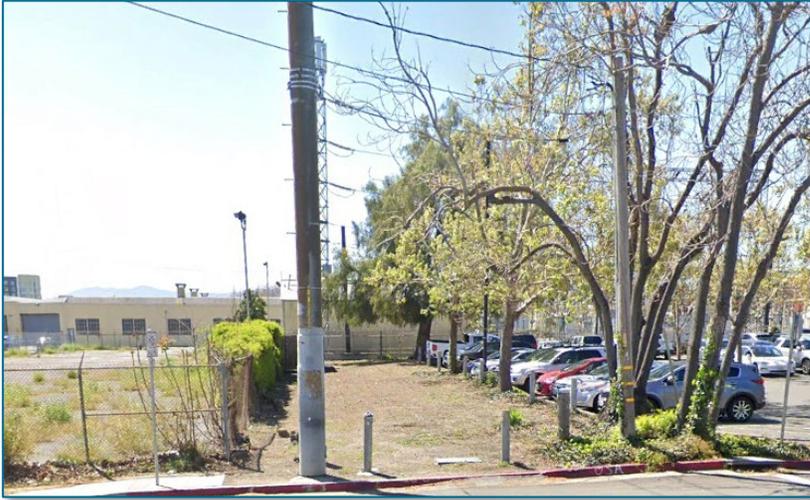
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Indian Canyon Mutsun Band of Costanoan


**Re: Notice of Proposed Real Property Disposition – 630 West San Fernando
Street, San Jose**

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ±0.19-acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Indian Canyon Mutsun Band of Costanoan. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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

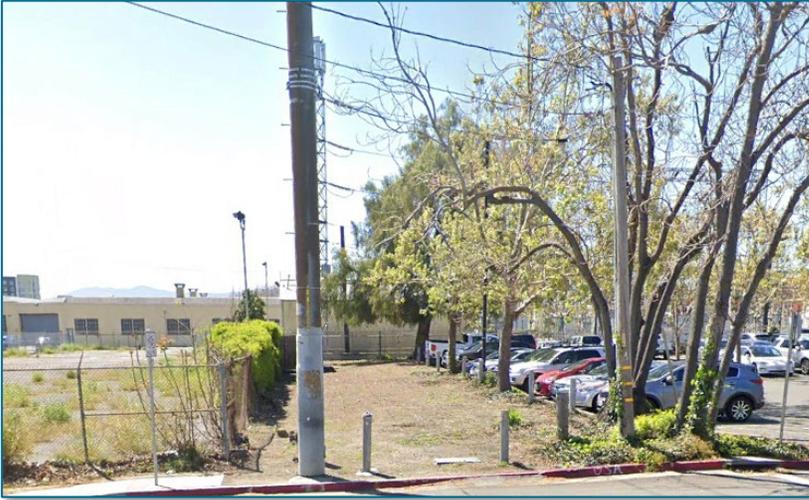
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

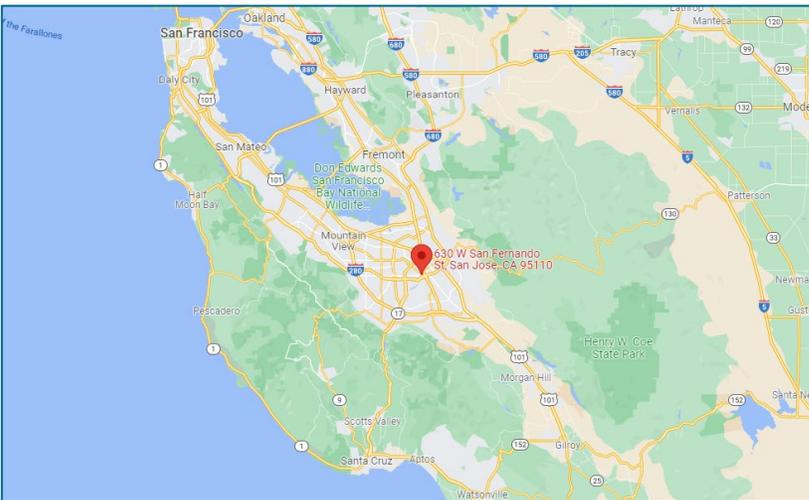
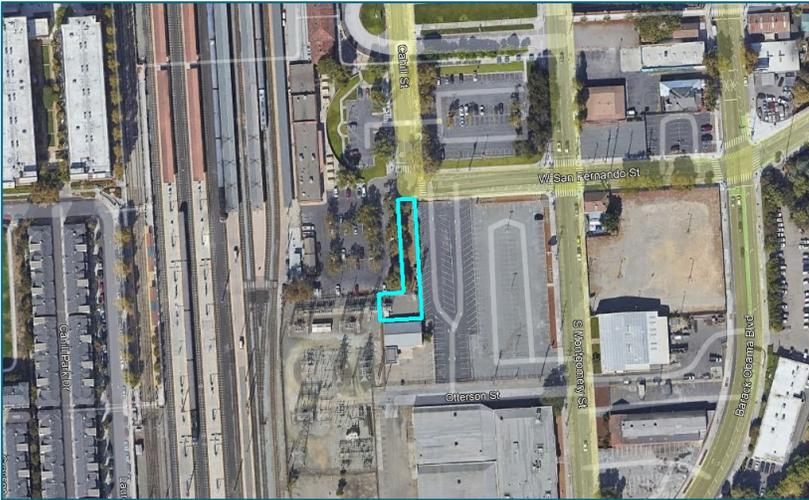
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Indian Canyon Mutsun Band of Costanoan


**Re: Notice of Proposed Real Property Disposition – 630 West San Fernando
Street, San Jose**

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ±0.19-acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Indian Canyon Mutsun Band of Costanoan. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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

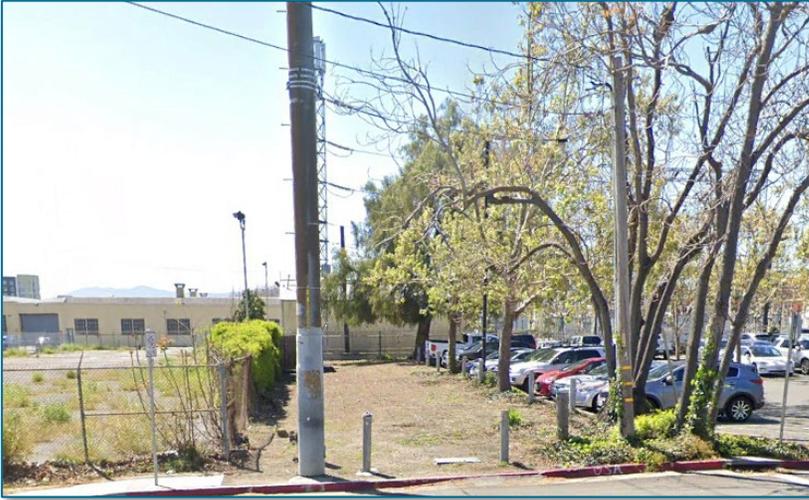
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

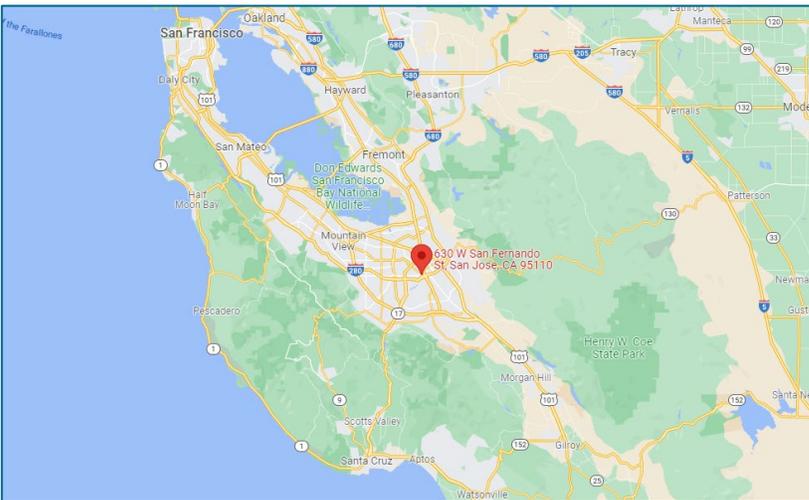
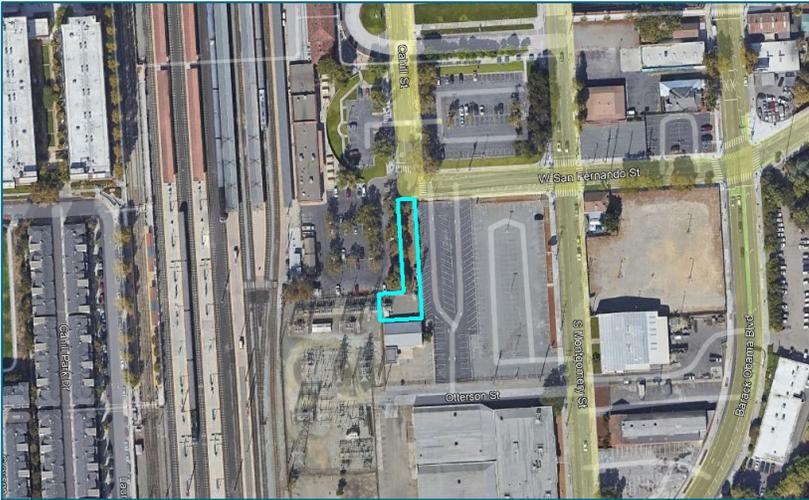
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Muwekma Ohlone Indian Tribe of the SF Bay Area



Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Muwekma Ohlone Indian Tribe of the SF Bay Area. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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

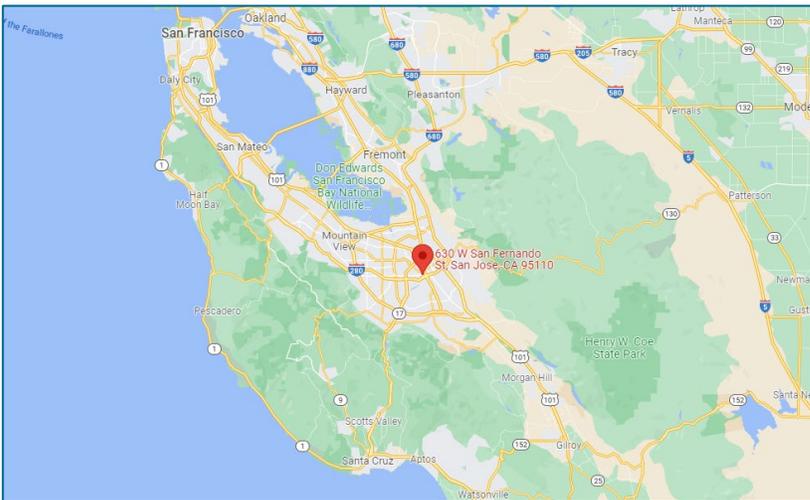
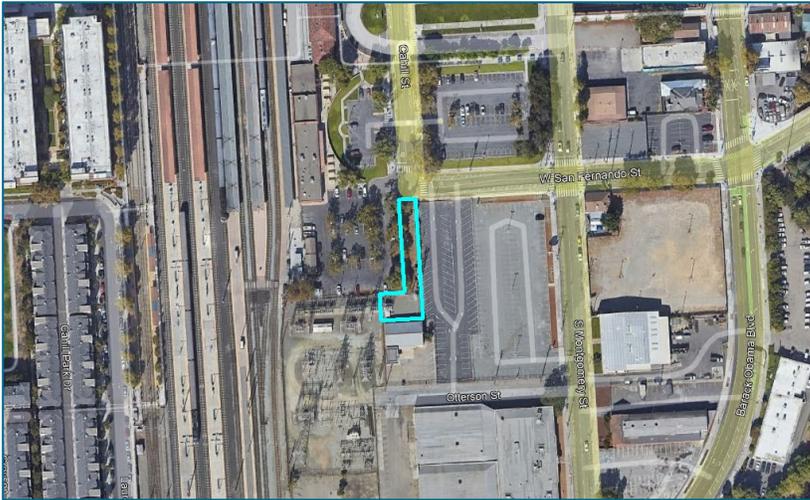
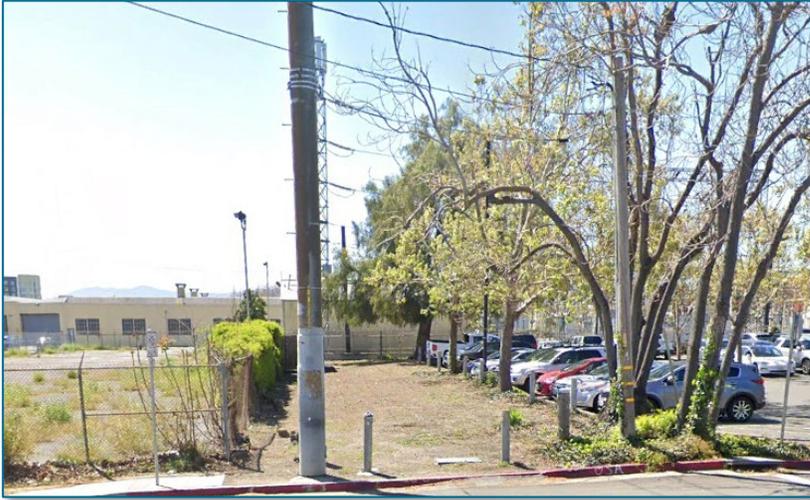
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

North Valley Yokuts Tribe


Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the North Valley Yokuts Tribe. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

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Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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.

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Sincerely,

Reno Franklin

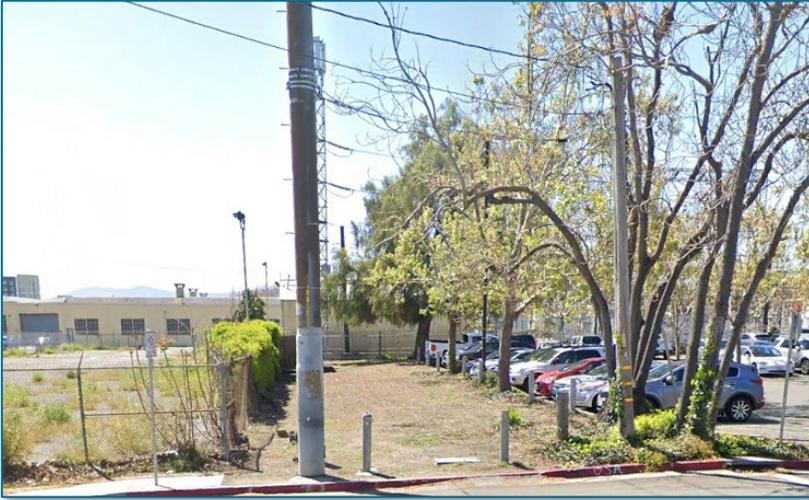
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

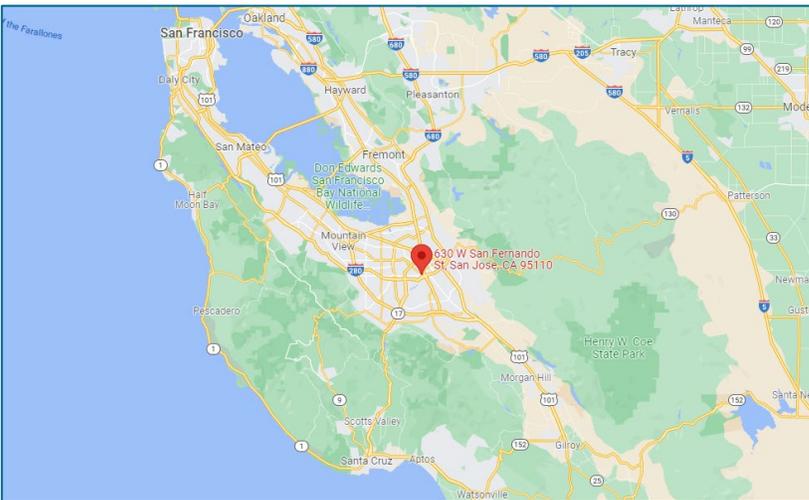
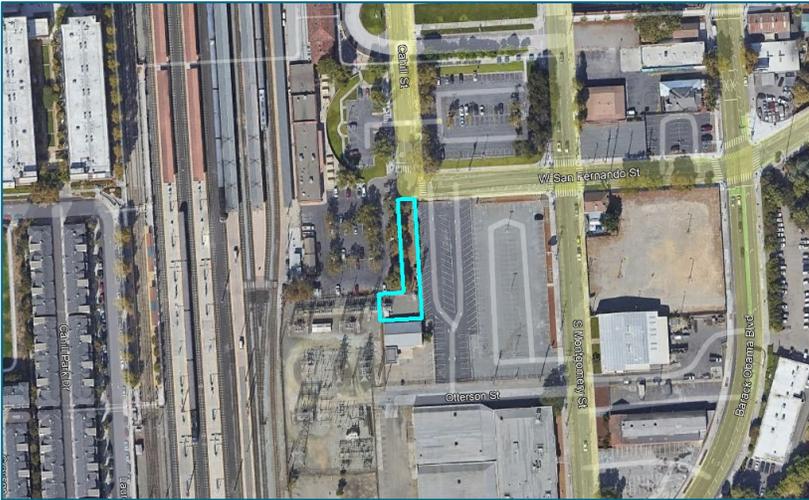
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

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Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

North Valley Yokuts Tribe



Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the North Valley Yokuts Tribe. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

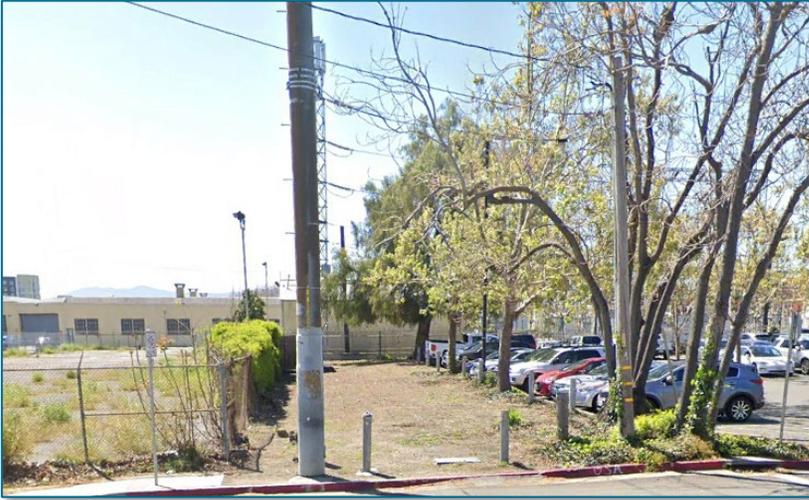
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

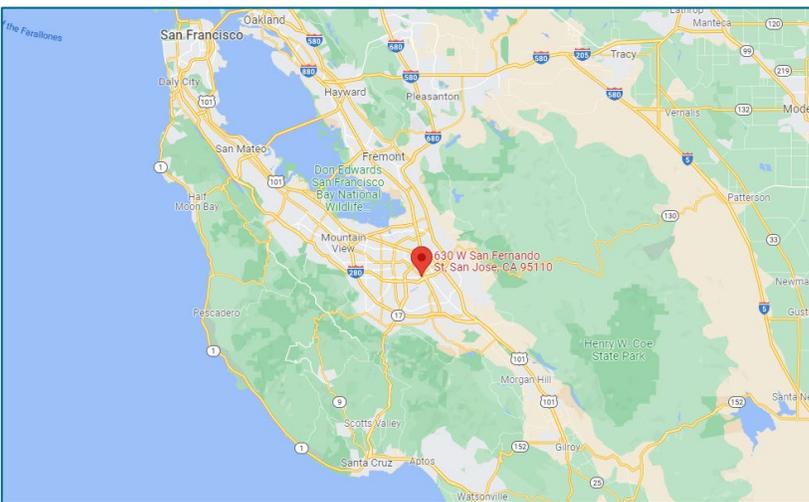
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Tamien Nation


Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ±0.19-acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Tamien Nation. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

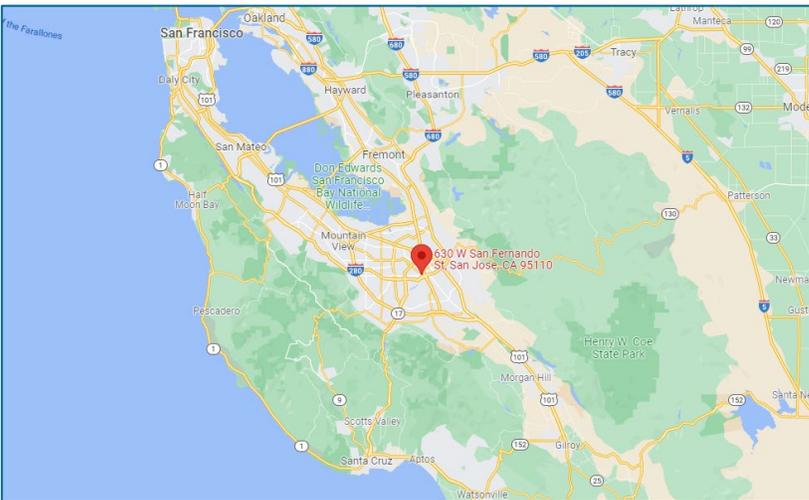
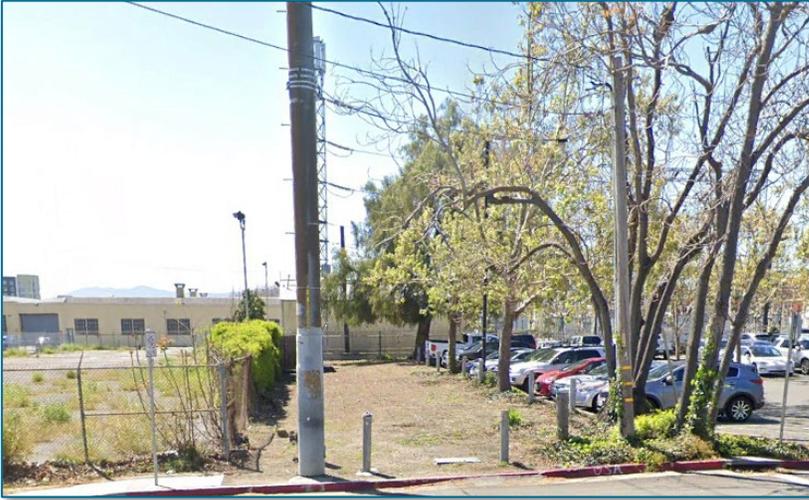
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Tamien Nation


Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Tamien Nation. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

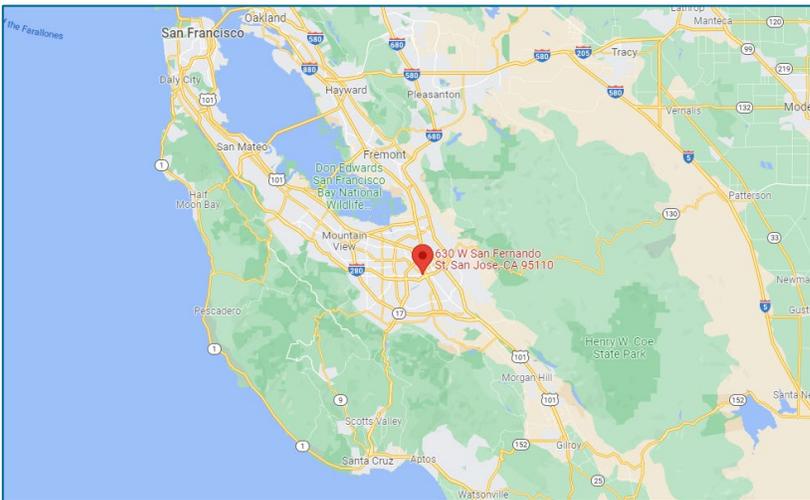
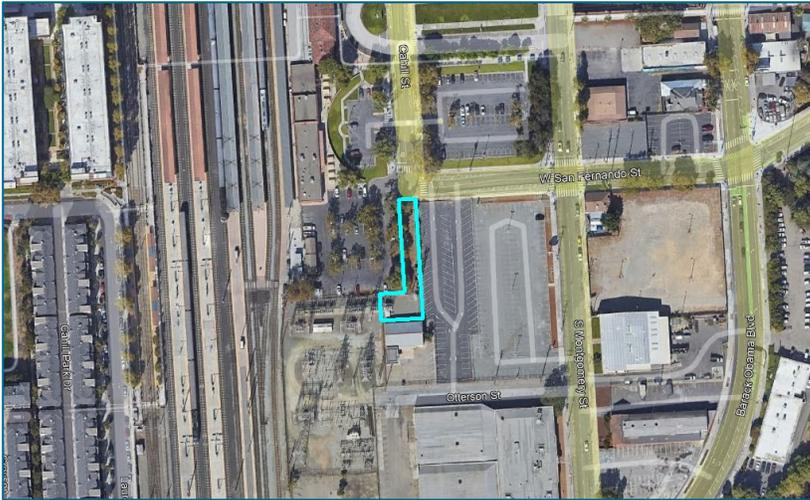
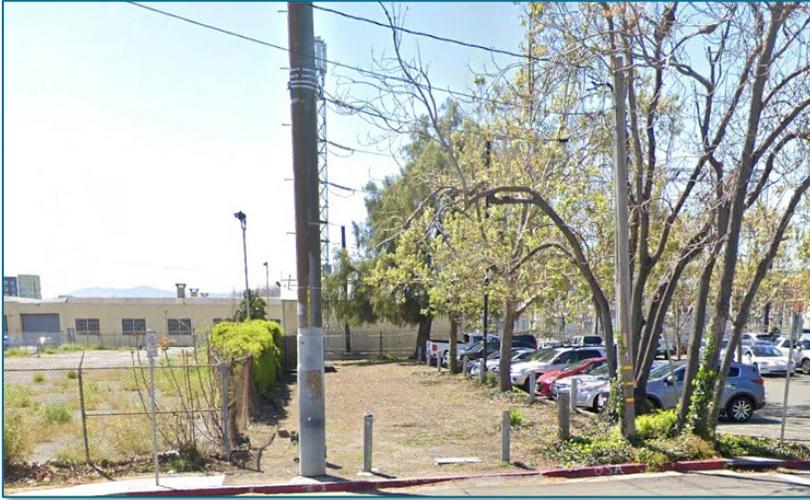
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



**Pacific Gas and
Electric Company**

co ARWS, Inc., 2300 Contra Costa Blvd., #525
Pleasant Hill, CA 94523

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.
CERTIFIED MAIL



0001 2441 2170



Mailed From
02/24/2022
032A 00618

Received

MAR 22 2022

ARWS

Tamien Nation



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RETURN TO SENDER
UNABLE TO FORWARD
*0305-04805-24-46
E.C.: 94523395925



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

The Ohlone Indian Tribe



Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the The Ohlone Indian Tribe. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

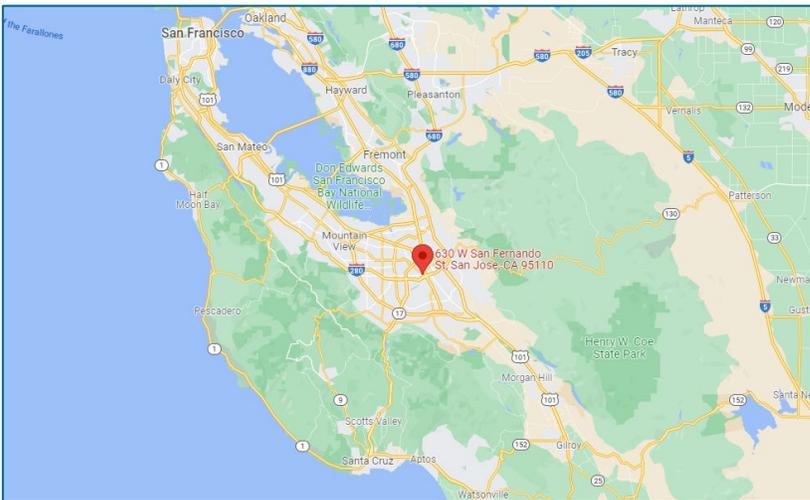
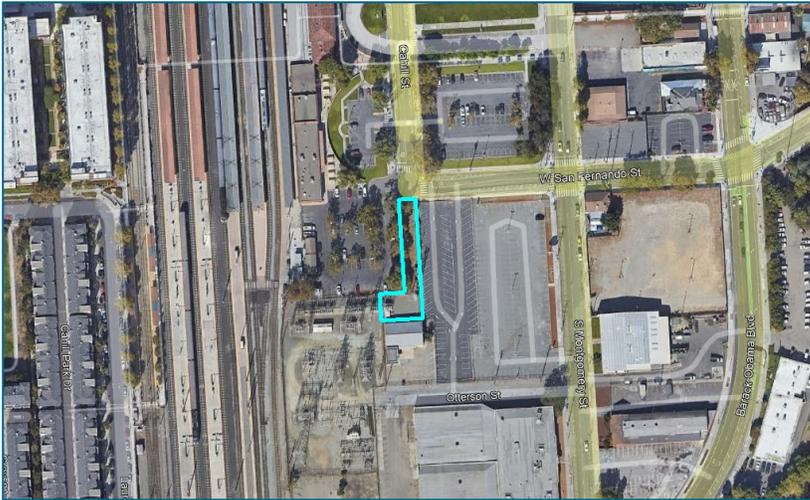
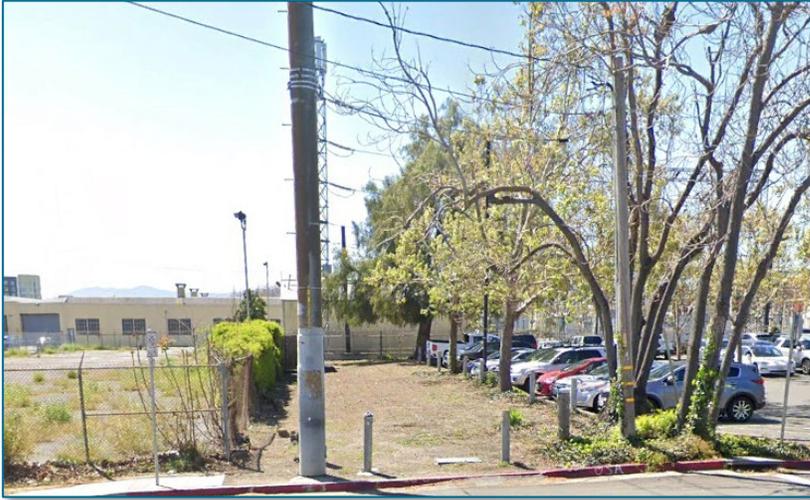
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Wuksache Indian Tribe/Eshom Valley Band


**Re: Notice of Proposed Real Property Disposition – 630 West San Fernando
Street, San Jose**

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Wuksache Indian Tribe/Eshom Valley Band. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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

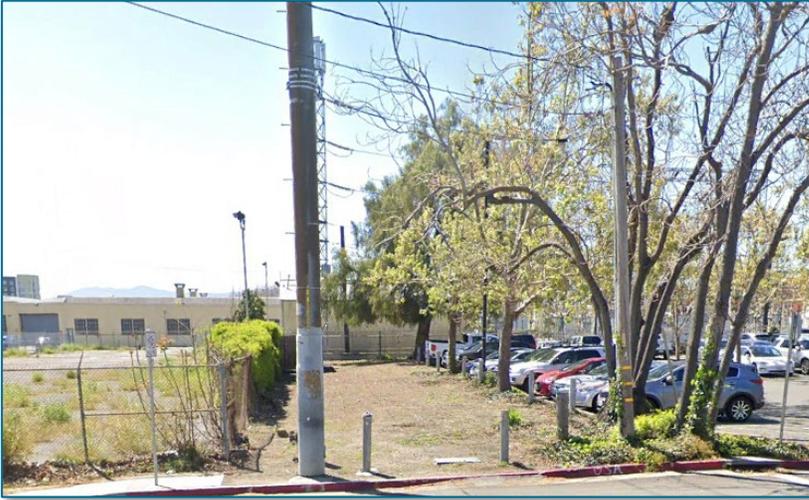
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

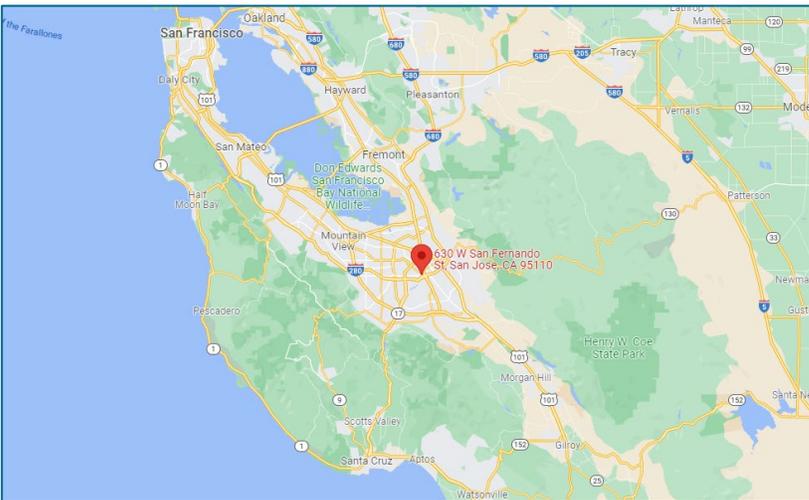
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



**Pacific Gas and
Electric Company®**

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

March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Amah Mutsun Tribal Band of Mission San Juan Bautista



**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Amah Mutsun Tribal Band of Mission San Juan Bautista



**Re: Notice of Proposed Real Property Disposition – 630 West San Fernando
Street, San Jose**

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Amah Mutsun Tribal Band of Mission San Juan Bautista. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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.

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Reno Franklin

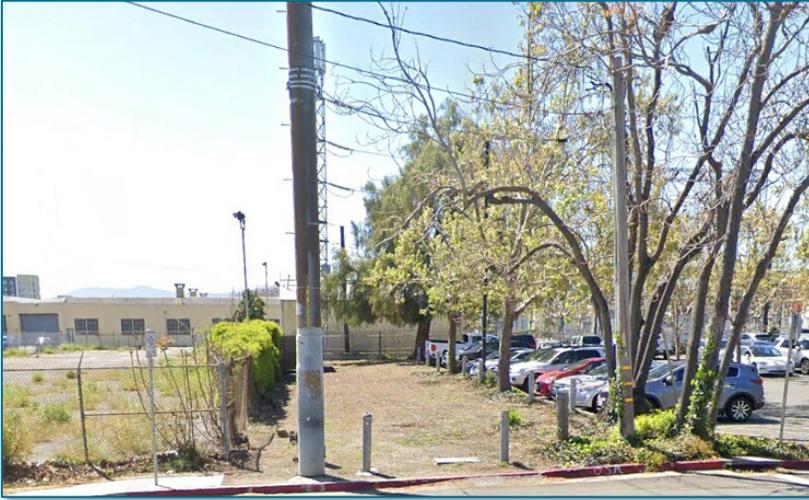
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

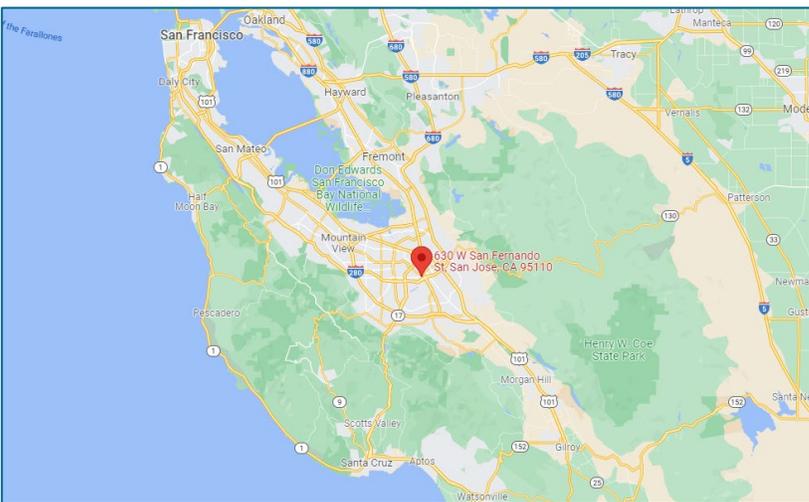
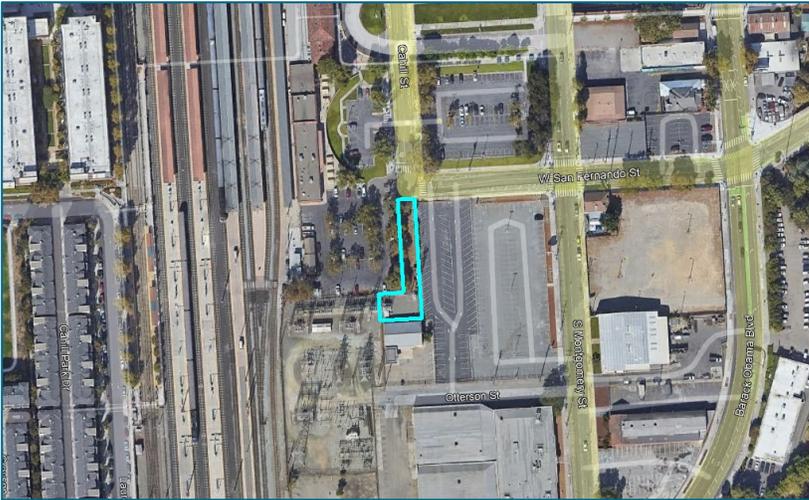
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Amah Mutsun Tribal Band


**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Amah Mutsun Tribal Band


Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Amah Mutsun Tribal Band. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

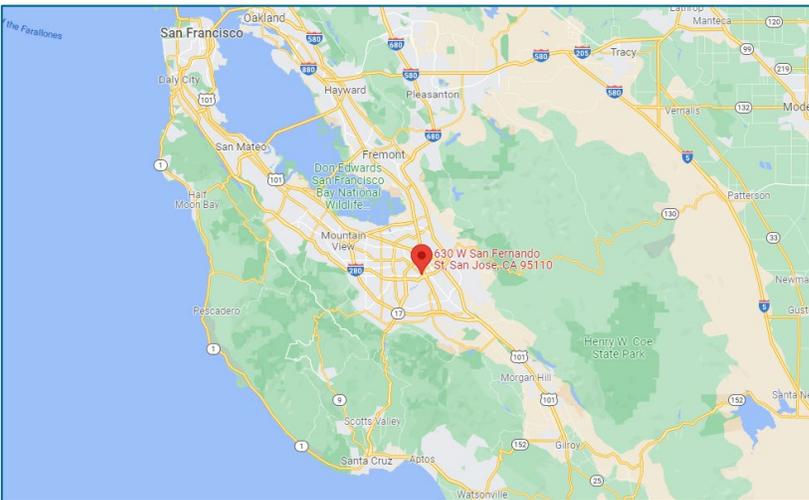
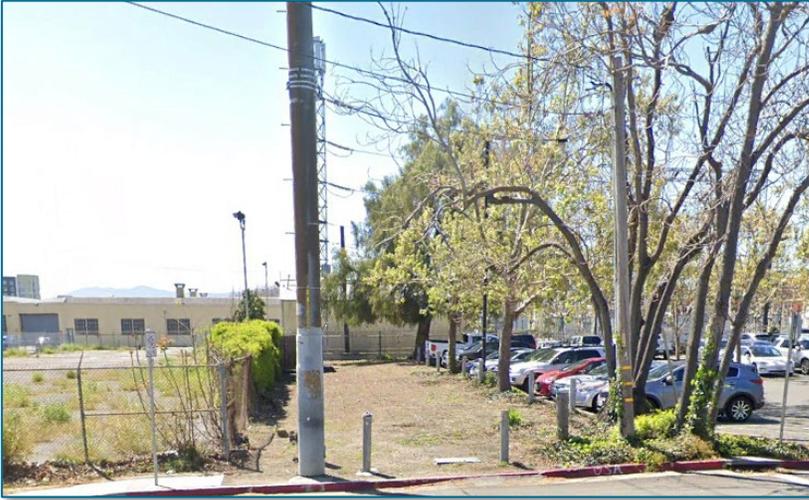
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Indian Canyon Mutsun Band of Costanoan



**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Indian Canyon Mutsun Band of Costanoan


**Re: Notice of Proposed Real Property Disposition – 630 West San Fernando
Street, San Jose**

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ±0.19-acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Indian Canyon Mutsun Band of Costanoan. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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

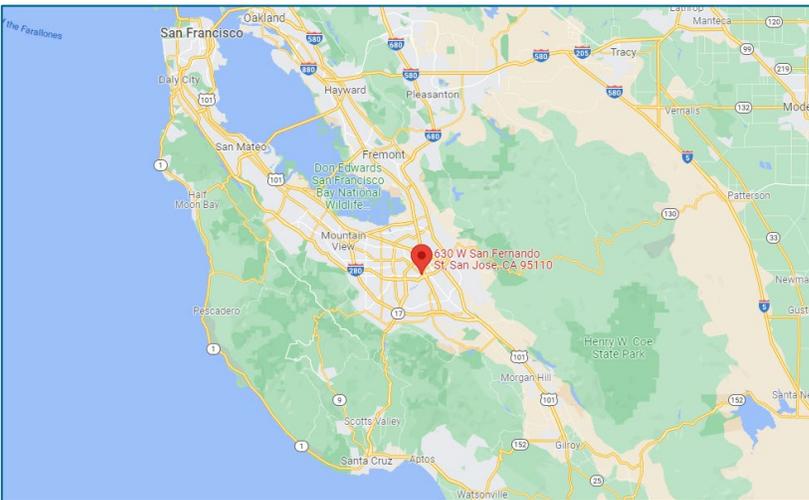
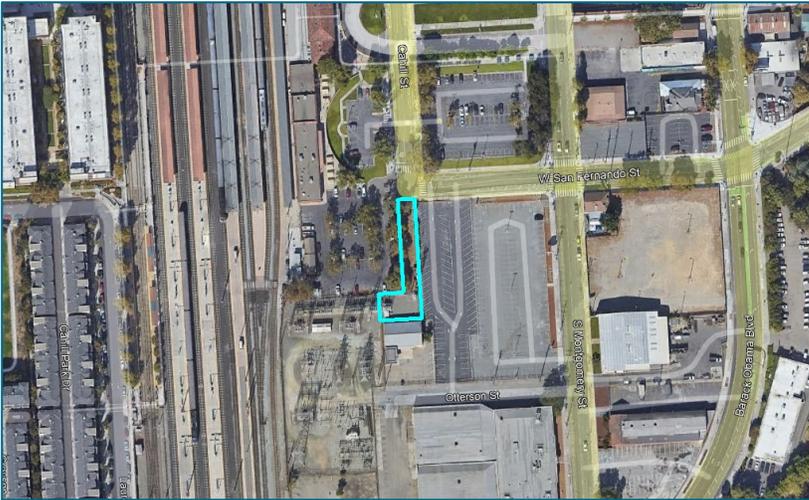
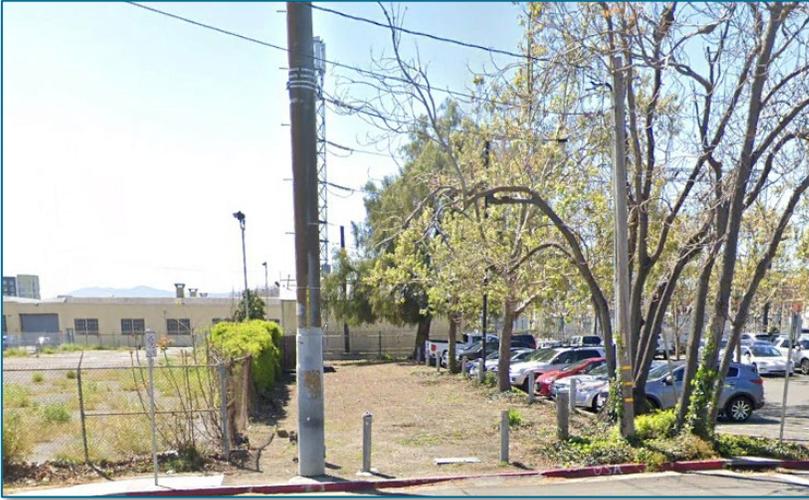
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

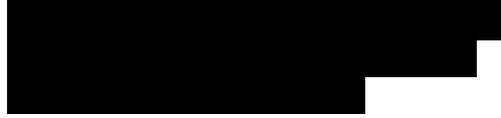
Updated February 22, 2022



March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Muwekma Ohlone Indian Tribe of the SF Bay Area



**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Muwekma Ohlone Indian Tribe of the SF Bay Area



Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Muwekma Ohlone Indian Tribe of the SF Bay Area. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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.

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) 348-5468 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

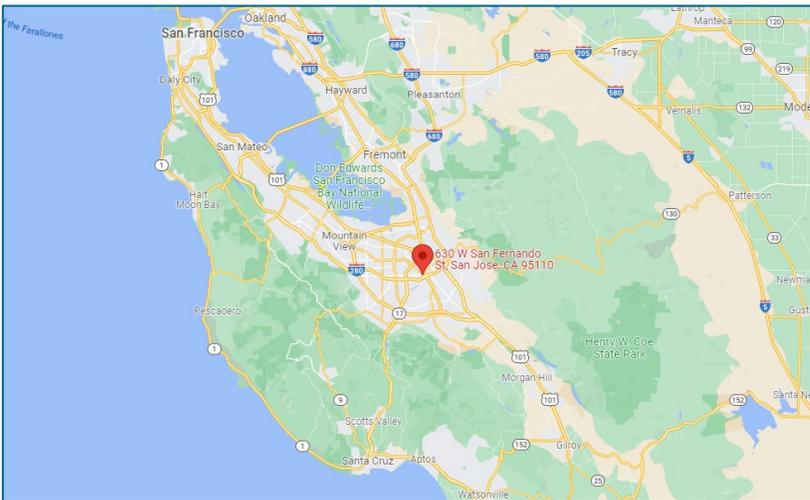
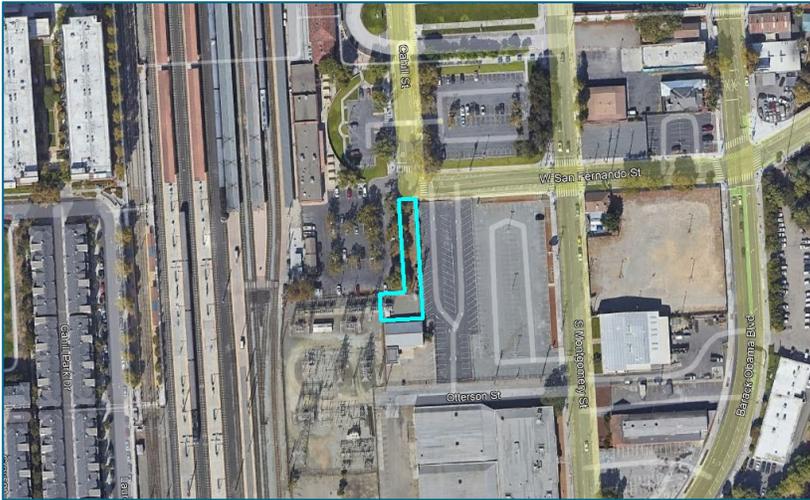
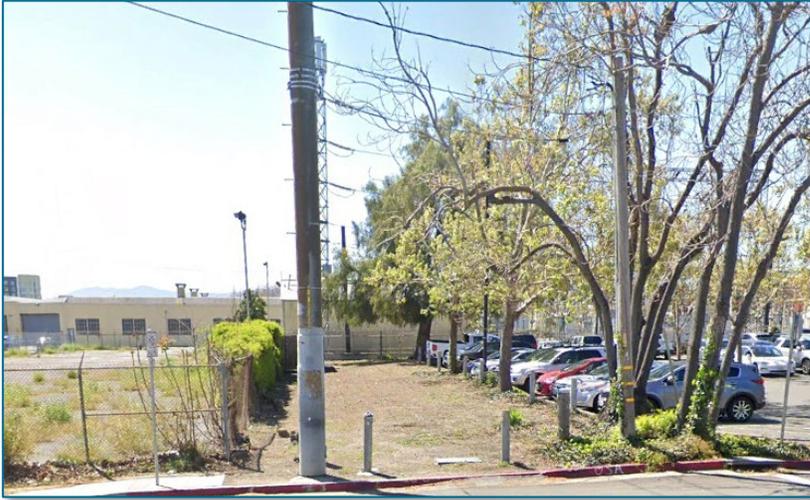
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



**Pacific Gas and
Electric Company®**

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

March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

North Valley Yokuts Tribe


**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

North Valley Yokuts Tribe


Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the North Valley Yokuts Tribe. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

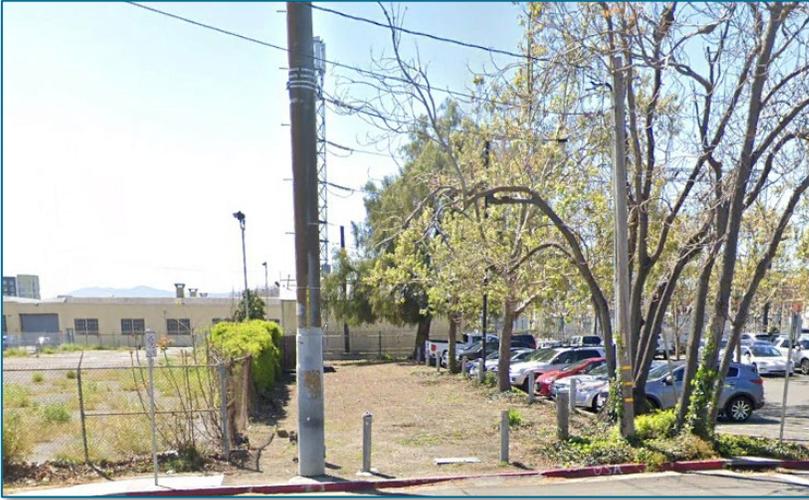
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

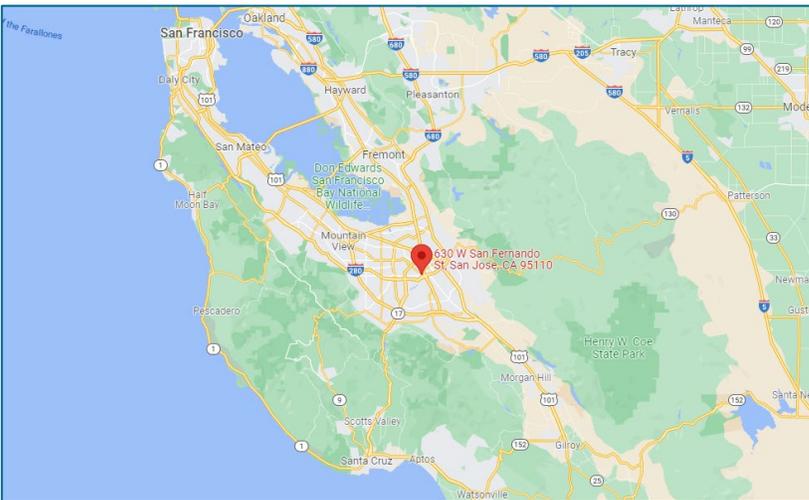
General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.



[View on Google Maps](#)

Image Source: Google

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Tamien Nation


**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Tamien Nation


Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Tamien Nation. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

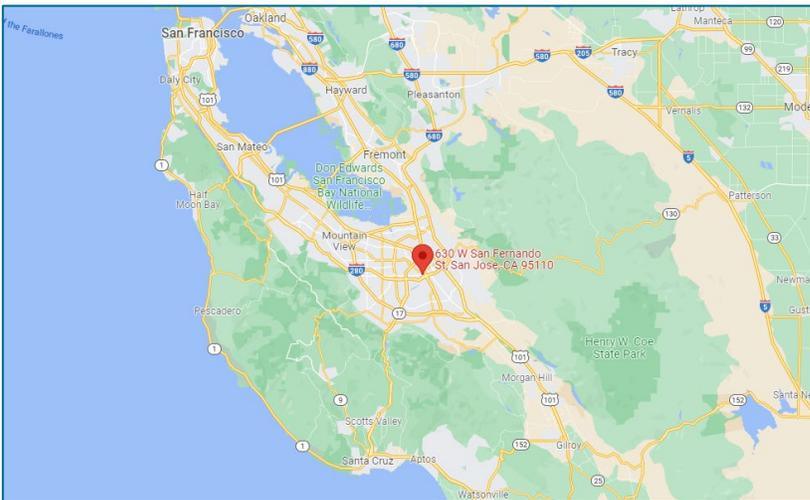
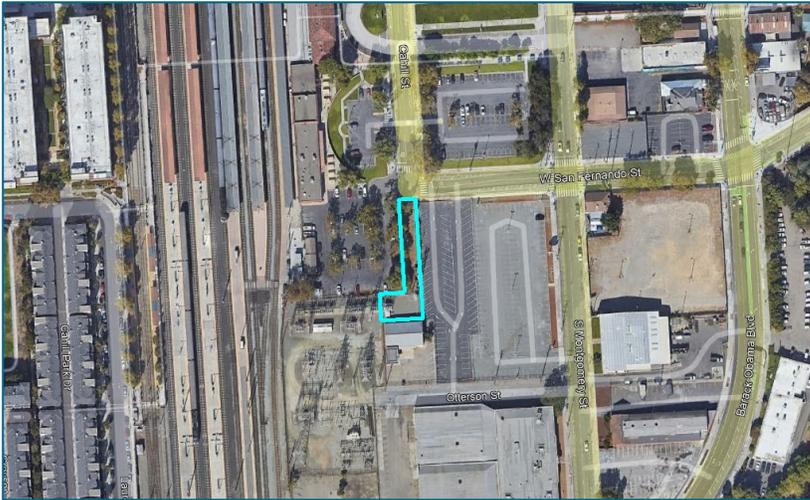
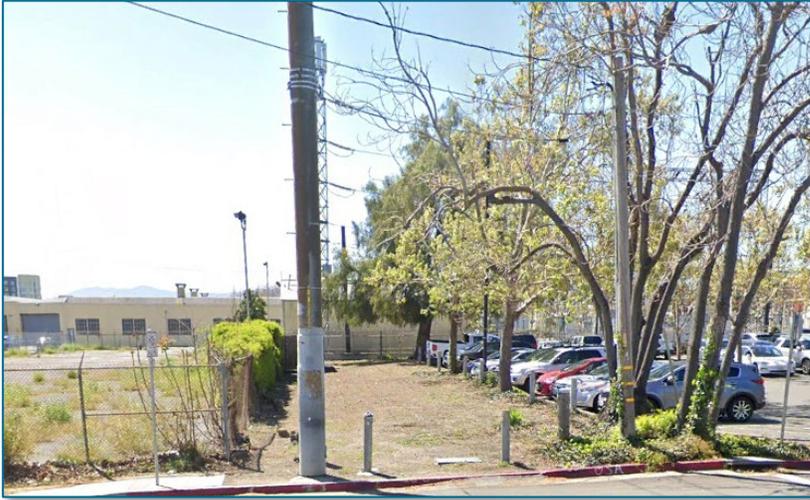
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

The Ohlone Indian Tribe



**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

The Ohlone Indian Tribe



Re: Notice of Proposed Real Property Disposition – 630 West San Fernando Street, San Jose

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the The Ohlone Indian Tribe. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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) 348-5468 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

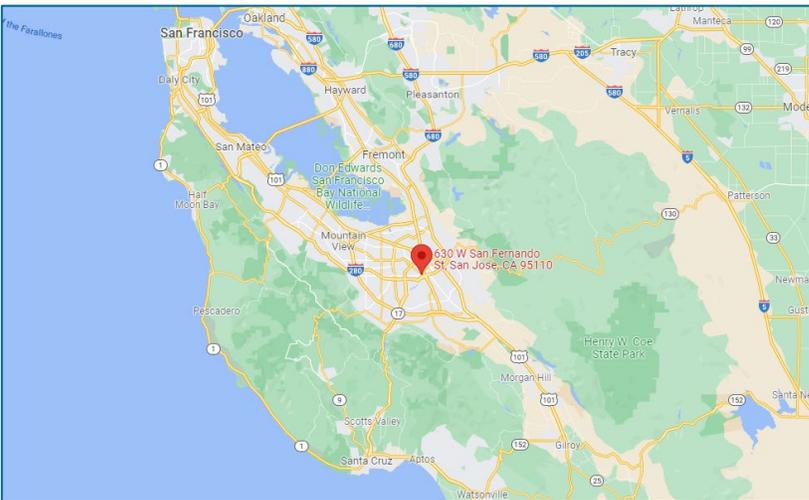
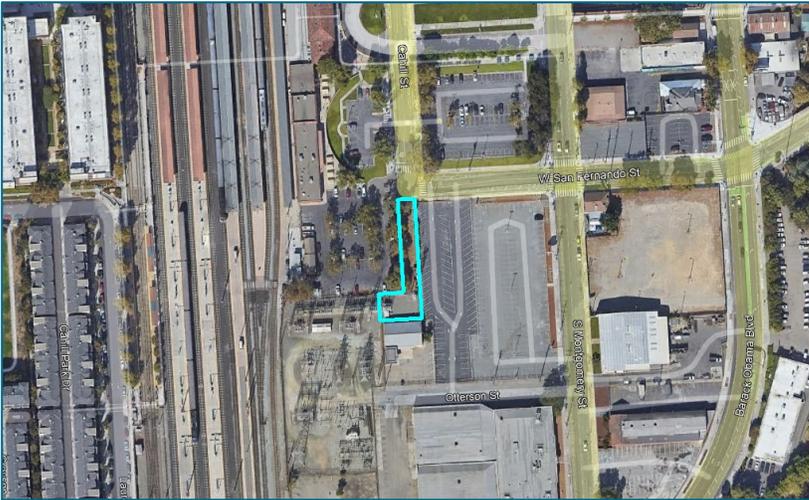
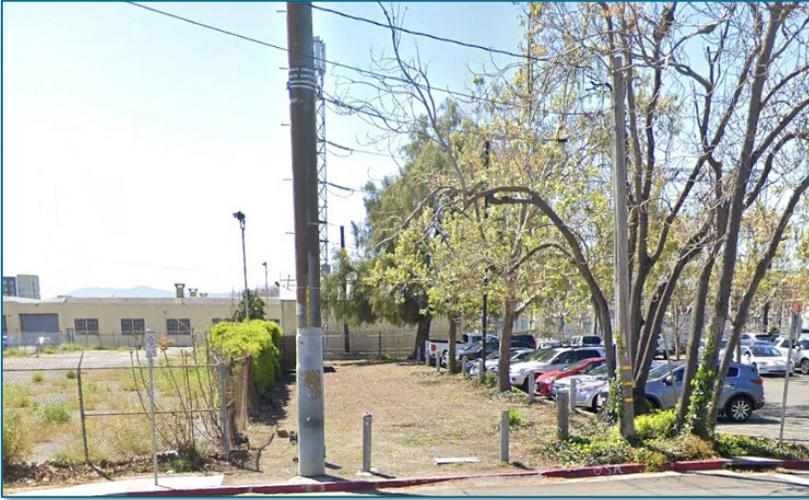
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

Zoning: This portion of the Assessor's parcel does not have a zoning designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are zoned Downtown Primary Commercial

General Plan Designation: This portion of the Assessor's parcel does not have a General Plan designation per the City of San Jose Planning Dept's website, but the remainder of the parcel and adjacent parcels are designated Commercial Downtown.

APN: 261-35-002 (portion)

Description: Located in a commercial downtown area, the property is within walking distance of the San Jose Diridon Station. It is also easily accessible by nearby State Route 87 and Interstate 280.

Environmental: Phase I ESA dated 2/1/22 indicates no soil contamination issues.

PG&E Facilities: PG&E electric substation equipment is located in the southwest corner of this area and will remain within an exclusive easement that PG&E will reserve. PG&E will also reserve easements on the entire parcel for underground gas and overhead and underground electric lines.

Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022



March 25, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Wuksache Indian Tribe/Eshom Valley Band
[REDACTED]

**Re: Notice Relating to Proposed Real Property Disposition – 630 West San
Fernando Street, San Jose**

Dear Tribal Leader:

We previously mailed you a Notice of Proposed Real Property Disposition dated February 24, 2022, 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



February 24, 2022

**VIA USPS CERTIFIED
MAIL DELIVERY**

Wuksache Indian Tribe/Eshom Valley Band


**Re: Notice of Proposed Real Property Disposition – 630 West San Fernando
Street, San Jose**

Dear Tribal Leader:

We are writing to notify you that Pacific Gas and Electric Company (PG&E) plans to sell a vacant property at the western edge of downtown San Jose. Located at 630 West San Fernando Street, the property consists of a ± 0.19 -acre "L" shaped parcel of vacant land. The enclosed Property Information Sheet provides additional factual background relating to the property. PG&E is disposing of the property because it is no longer useful or necessary. Our reason for selling is to accommodate a request to sell this land in order to enable a city street project to be built.

A record search of the California Native American Heritage Commission's Sacred Lands File has identified the above-referenced property to be within ancestral territory of the Wuksache Indian Tribe/Eshom Valley Band. We are providing this notification consistent with the requirements of the California Public Utilities Commission's (Commission's) 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*, which may be found at www.cpuc.ca.gov/tribal. 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.

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Notice of Proposed Real Property Disposition

February 24, 2022

Page 2

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Reno Franklin

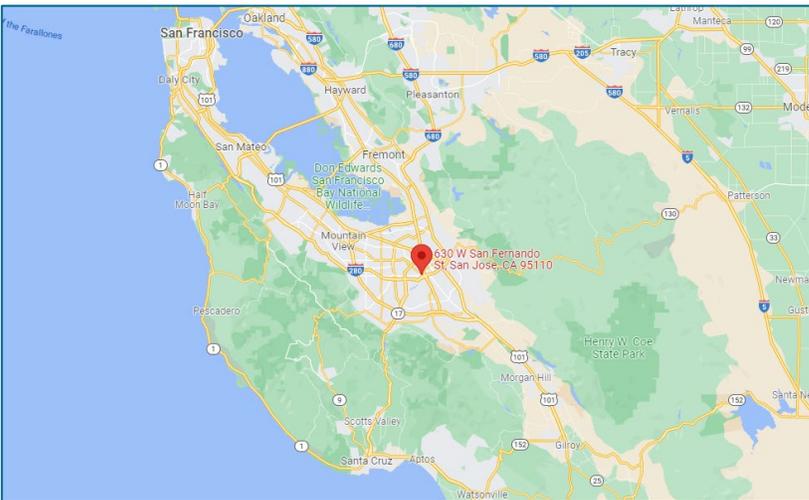
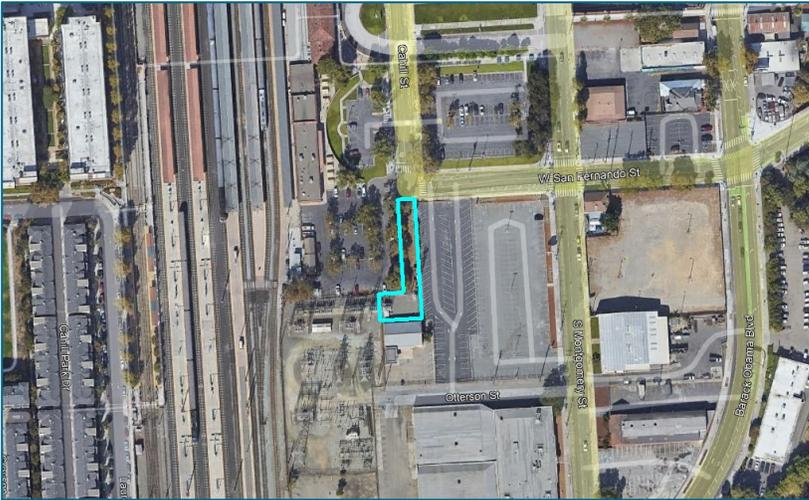
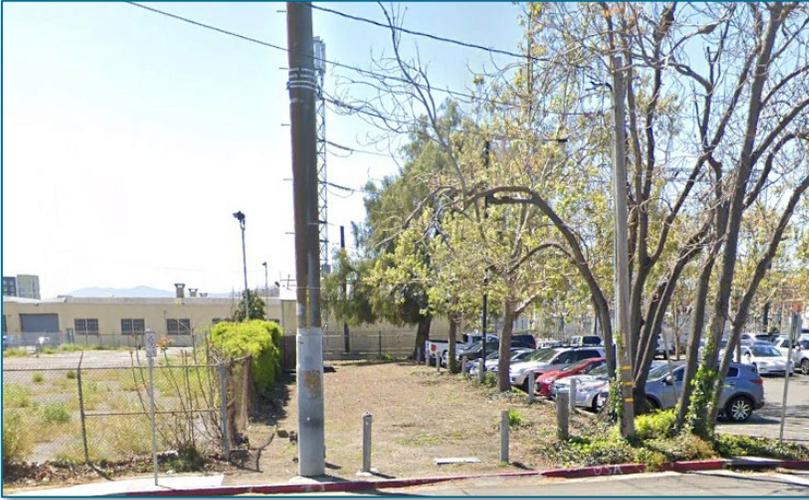
Tribal Liaison
Pacific Gas and Electric Company

Enclosure



PG&E Property Information Sheet

630 West San Fernando Street, San Jose



[View on Google Maps](#)

Image Source: Google

Property Details

±0.19-acre site in downtown San Jose.

Location: West San Fernando Street at Cahill Street, San Jose.

Santa Clara County

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Contact PG&E at landsales@pge.com

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.

Updated February 22, 2022

From: [Darcangelo, Jennifer](#)
To: NAHC@NAHC
Subject: PG&E Parcel at 630 W San Fernando Street, San Jose, Santa Clara County
Date: Friday, January 7, 2022 09:45:00
Attachments: [Sacred-Lands-File-NA-Contact-Form_630 W San Fernando Street San Jose.doc](#)
[630 W San Fernando Street San Jose.pdf](#)

Hello,

PG&E proposes to sell a portion of the parcel at 630 W San Fernando Street, San Jose, Santa Clara County. Consistent with the goals and requirements of the California Public Utility Commission's Tribal Consultation Policy

(April 2018) and Tribal Land Transfer Policy (December 2019), PG&E requests a Sacred Lands File search and Native American Contacts List. I have attached the NAHC request form. Please let me know if you need additional information.

Thanks so much,

Jennifer

Jennifer Darcangelo (she/her)

Tribal and Cultural Resource Land Consultant

Environmental Resources and Mitigation

Pacific Gas & Electric Company

2730 Gateway Oaks, Suite 220

Sacramento, CA 95833

J5D8@pge.com

(925)324-5171 – cell

Sacred Lands File & Native American Contacts List Request

Native American Heritage Commission

1550 Harbor Blvd, Suite 100

West Sacramento, CA 95691

916-373-3710

916-373-5471 – Fax

nahc@nahc.ca.gov

Information Below is Required for a Sacred Lands File Search

Project: PG&E Parcel at 630 W San Fernando Street, San Jose, , CA

County: Santa Clara

USGS Quadrangle Name: San Jose West

Township: 7 S **Range:** 1 E **Section(s):** 18

Company/Firm/Agency: Pacific Gas and Electric

Street Address: 2730 Gateway Oaks

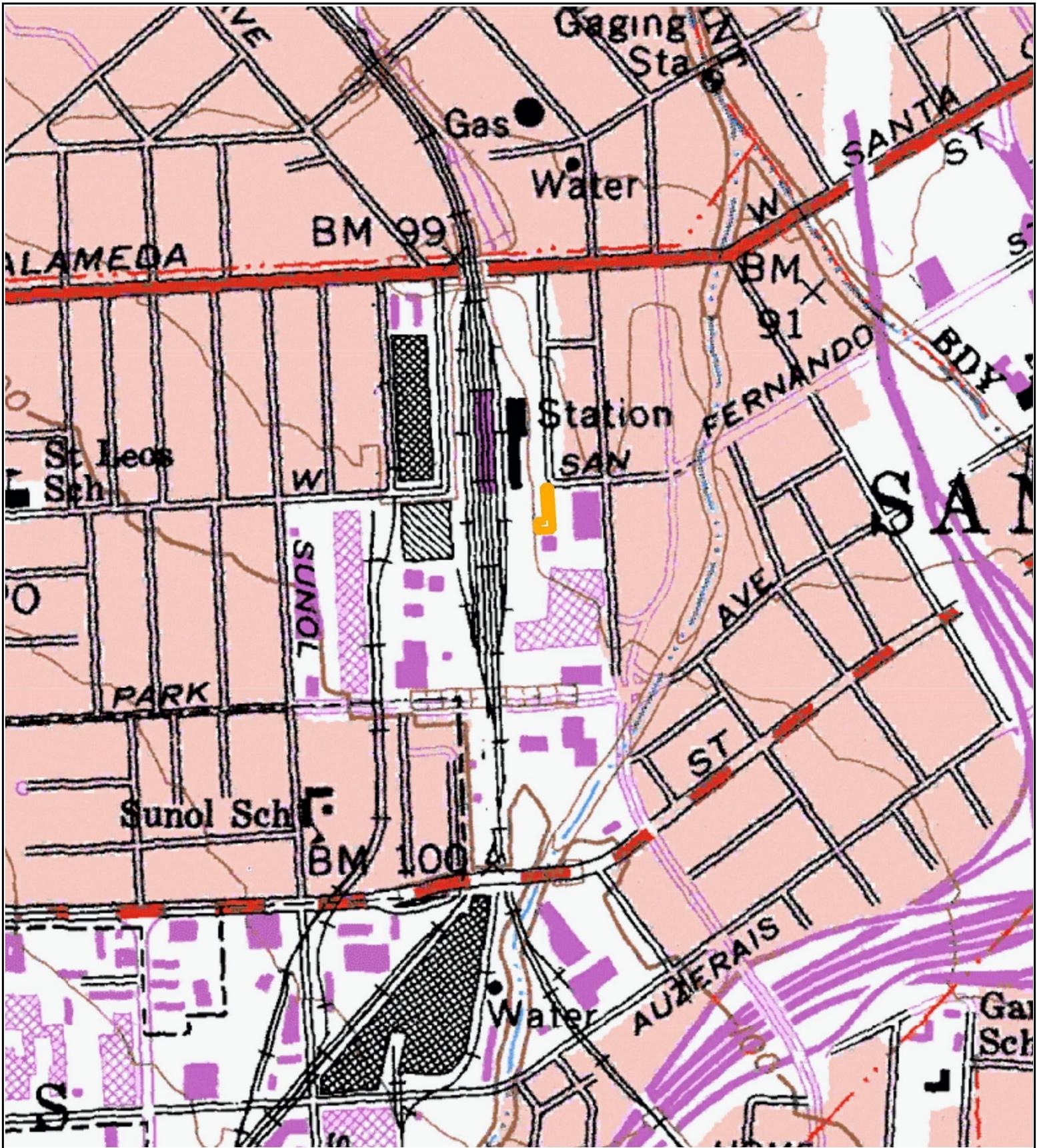
City: Sacramento **Zip:** 95833

Phone: 925-324-5171

Fax: _____

Email: j5d8@pge.com

Project Description: PG&E is planning to sell a parcel at 630 W San Fernando Street, San Jose, Santa Clara County.



San Jose – 630 W San Fernando Street

 Parcel Boundary

Quad Name: SAN JOSE WEST

Township: 07 S

Range: 01 E

Section: 18

Depicted features and locations are approximate and for illustrative purposes only.
Data subject to updates. Call 811 before you dig. Map Created: 1/4/22



Advice 6748-E
October 27, 2022

Attachment 3

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

Between

Pacific Gas and Electric Company, as Seller

and

Google LLC, as Buyer



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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of _____ ("Effective Date") by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and Google LLC, a Delaware limited liability company ("Buyer").

R E C I T A L S:

A. Seller is the owner of a portion of that certain parcel of unimproved real property located in the City of San Jose ("City"), County of Santa Clara ("County") and State of California, identified by the County Assessor as Assessor's Parcel No. 261-35-002, the State Board of Equalization as SBE No. 135-43-011-2, which portion is more particularly described in Exhibit A (such real property, together with any structures and other improvements located thereon, and all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

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

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

1. PURCHASE AND SALE. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for a purchase price of One Million Eight Hundred Twenty-Five Thousand One Hundred Seventy-Five and 00/100 Dollars (\$1,825,175.00) ("Purchase Price"), at the Close of Escrow (as defined in Section 3.3).

2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposits.

(a) Buyer shall deposit Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Deposit") in Escrow with First American Title Insurance Company ("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) Intentionally deleted.

(c) The Deposit shall become non-refundable to Buyer at the expiration of the Inspection Period (except as set forth below). The Deposit shall be credited against the Purchase Price upon the Close of Escrow. If this Agreement terminates prior to Close of Escrow pursuant to Sections 3.1, 4.2, 5.4, 7.6, 8, 9.2(b), 9.3, or 11.6, then provided that Buyer is not in default, the Deposit shall be promptly returned to Buyer by the Title Company. If this Agreement terminates prior to Close of Escrow due to Buyer's default, Seller shall be entitled to retain the Deposit as set forth in Section 9.1.

2.2 Independent Consideration. In addition to the Deposit, Buyer shall deposit with the Title Company One Hundred Dollars (\$100.00) ("Independent Consideration"), in immediately available funds, within five (5) business days after the Effective Date, as consideration for Buyer's right to inspect the



Property and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, not applicable to the Purchase Price, and, notwithstanding any other provision of this Agreement, shall be retained by Seller if this Agreement terminates for any reason.

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

3. ESCROW.

3.1 Establishment and the Close of Escrow. Buyer shall open an escrow ("Escrow") with the Title Company by delivering to the Title Company the Deposit and a fully executed copy of this Agreement, within five (5) business days after the Effective Date. The Close of Escrow shall occur no later than 5:00 p.m. Pacific time on the date (the "Closing Date") that is fifteen (15) business days following the later to occur of: (i) expiration of the Inspection Period, (ii) the date Seller receives the approval of the California Public Utilities Commission ("CPUC"), as more specifically set forth in Section 7.5, and (iii) the date Seller receives the certificate of compliance, as more specifically set forth in Section 7.3; provided that all conditions precedent set forth in Section 7 have been satisfied or waived, as more specifically set forth in Section 7; and provided further that the Closing Date shall not occur later than the Outside Closing Date. "Outside Closing Date" means the date that is six (6) months following the Effective Date. Seller or Buyer shall have the right (but not the obligation) to extend the Outside Closing Date one (1) time for an additional two hundred forty (240) days, provided, (a) the party exercising such right to extend the Outside Closing Date shall provide notice of such exercise to the other party and Title Company no later than five (5) days prior to the original Outside Closing Date set forth in this Agreement, and (b) for the avoidance of doubt, if either of Seller or Buyer exercise the foregoing right to extend the Outside Closing Date, then the other party shall have no right to further extend the Outside Closing Date. If the Closing Date has not occurred on or before the Outside Closing Date (as the same may have been extended by Seller or Buyer) 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 Close of Escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.3;
- (ii) Buyer's share of the fees and charges described in Section 3.4;
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) A Preliminary Change of Ownership Report in a form suitable for filing with the County assessor;
- (v) Buyer's escrow instructions consistent with the provisions of this Agreement; and
- (vi) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.



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

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

(ii) A general assignment, prepared and duly executed by Seller, in the form attached hereto as Exhibit E;

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

(iv) If applicable, a California 593 Certificate;

(v) If applicable, duly completed and signed real estate transfer tax declarations;

(vi) Seller's escrow instructions consistent with the provisions of this Agreement; and

(vii) 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 in the form attached hereto as Exhibit D, if required by the Title Company to issue the title insurance policy to Buyer described in Section 4.4.

3.3 Closing. The "Close of Escrow" shall mean the time that the Grant Deed is recorded in the official records of the County. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived, the parties shall instruct the Title Company to close Escrow by, among other actions:

(a) Recording the Grant Deed and instructing the Santa Clara County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Delivering to or for the account of Seller, the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.3, and the amount, if any, payable to Seller pursuant to Section 3.4;

(c) Delivering to Seller, "as-recorded" conformed copies of the Grant Deed; and

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

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

(a) Seller shall pay (i) the recording fees for recordation of the Grant Deed, (ii) one-half (1/2) of the escrow fees, (iii) the real property conveyance or documentary transfer taxes charged by the County, if any, and (iv) one-half (1/2) the real property conveyance or documentary transfer taxes charged by the City, if any; and

(b) Buyer shall pay (i) one-half (1/2) of the escrow fees, (ii) one-half (1/2) the real property conveyance or documentary transfer taxes charged by the City, if any, (iii) the premium and endorsement charges for the policy of title insurance described in Section 4.4 and (iv) 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.



(c) All other closing costs shall be allocated between Seller and Buyer in accordance with customary practices of the County.

3.5 Prorations.

(a) Intentionally omitted.

(b) All current general and special real estate taxes, bond interest (if applicable), assessments, improvement district assessments and similar items ("Taxes") owed at the time of the Close of Escrow shall be prorated between Buyer and Seller as of the Close of Escrow. If the amount of any proration cannot be determined at the Close of Escrow or if any "escape" assessments are assessed against the Property after the Close of Escrow that relate to the period before the Close of Escrow, the adjustments will be made between the parties as soon after the Close of Escrow as possible. Any supplemental assessments assessed for any time period after the Close of Escrow (including any supplemental County and City assessments based on the increased value of the Property above the state-assessed value) are Buyer's sole responsibility. **Buyer expressly acknowledges that Seller, as a regulated public utility, pays Taxes on the Property as assessed by the California State Board of Equalization ("SBE") as of January 1 of each year. Once the Property is so assessed, Seller automatically is obligated to pay Taxes thereon for the subsequent fiscal year commencing the following July 1. In this regard, Seller represents and warrants that it has paid, or will pay, all Taxes assessed as of January 1, 2022, for tax fiscal year period from July 1, 2022 through June 30, 2023. If the Close of Escrow occurs between January 1 and June 30, Buyer shall deposit into Escrow, the full amount to pay Taxes or to reimburse Seller for Taxes paid for the tax year beginning on the July 1 immediately following the Close of Escrow, in addition to the prorated amount of Taxes for the current tax year (ending June 30). At the Close of Escrow, Taxes shall be prorated between Seller and Buyer in light of the foregoing, with Seller responsible for all Taxes allocable to the period before the Close of Escrow, and Buyer responsible for all Taxes allocable to the period on and after the Close of Escrow.** The Taxes, for proration purposes, shall be based on the actual figures for the applicable fiscal year as provided by Seller, unless Escrow is to close before these figures are available, in which case the proration shall be based on the immediately preceding year's figures, subject to reconciliation between the parties following the Close of Escrow. The 365-day year shall be used for proration purposes. If applicable, Seller shall pay the Taxes for the subsequent tax year (and paid by Buyer through Escrow) before they become delinquent; provided, however, that Seller shall have the right to pay such Taxes in installments as permitted by law. Buyer shall cooperate with Seller and the SBE to complete any documentation necessary to transfer the assessment process out of SBE jurisdiction and terminate the assessment of Taxes by the SBE. The obligations of the parties under this Section 3.5 shall survive the Close of Escrow.

3.6 Possession of Property. Seller shall deliver exclusive possession of the Property (subject to the Permitted Encumbrances) to Buyer upon the Close of Escrow.

3.7 Early Termination of Escrow. If this Agreement terminates pursuant to Sections 3.1, 4.2, 5.4, 7.6, 8, 9.2(b), 9.3, or 11.6, then: the Escrow shall terminate; each party shall pay one-half (1/2) of the Escrow termination fee, if any; the Deposit shall be handled in the manner set forth in Section 2.1(c); and Seller and Buyer shall thereupon each be released from any further obligations under this Agreement, except for obligations that expressly survive termination.

4. TITLE; TITLE INSURANCE.

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

(a) The lien of Taxes, not delinquent;



(b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.2 below, and the standard printed exceptions to the form of policy of title insurance described in Section 4.4;

(c) Any matters affecting title to the Property created by or with the consent of Buyer;

(d) All matters which would be disclosed by an inspection or survey of the Property; and

(e) Reserved easements stated in the Grant Deed in the form attached hereto as Exhibit B.

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

4.2 Title Review. Prior to the date hereof, Buyer shall have obtained a preliminary title report for the Property, together with copies of the instruments underlying any exceptions referred to therein. Within five (5) days after the Effective Date, Buyer shall cause the Title Company to issue an updated title report ("Title Report"). Within twenty (20) days after Buyer's receipt of the Title Report (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 give 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 shall, 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 eliminate from title to the Property by Close of Escrow. Seller shall have no obligation to remove, but may, in its sole 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, then Buyer shall be deemed to have elected to take title to the Property subject to the disapproved title matters. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Seller, at its sole cost and expense, shall be obligated to cure or remove by the Close of Escrow all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against the Property (other than liens for taxes and assessments which are not delinquent) that either secure indebtedness or can be removed by payment of a liquidated sum of money and created or caused by Seller or as to which Seller is the debtor (if any), whether or not Buyer objects thereto.

4.3 Reserved Easements. Seller shall be entitled to reserve certain easements as stated in the Grant Deed in the form attached hereto as Exhibit B (and no others) (the "Reserved Easements").

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



5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. BUYER HAS BEEN STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING THE PRESENCE OF ANY DISTRIBUTION OR TRANSMISSION LINES AND/OR DISTRIBUTION OR TRANSMISSION LINE FACILITIES ON THE PROPERTY AND ELECTRIC AND MAGNETIC FIELDS (AS DEFINED IN SECTION 5.5(d)) ASSOCIATED THEREWITH AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO ANY ASPECT, PORTION OR COMPONENT OF THE PROPERTY, INCLUDING THE PHYSICAL CONDITION OF THE PROPERTY, THE USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, INCLUDING ANY REPRESENTATION OR WARRANTY PERTAINING TO ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS; THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS OF THE PROPERTY; THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY; THE PRESENCE OR ABSENCE OF ELECTRIC AND MAGNETIC FIELDS TOXIC MATERIALS OR HAZARDOUS SUBSTANCES IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY; OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. FURTHER, SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4.

5.2 Right of Inspection.

(a) For a period of thirty (30) days following the Effective Date ("Inspection Period"), subject to the terms and conditions of this Section 5.2, Buyer and Buyer's authorized representatives, may enter onto the Property at any reasonable time and from time to time to survey and inspect the Property. No invasive testing, including soil or groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller, which approval may be withheld, or granted upon such conditions as Seller may determine, in Seller's sole and absolute discretion; provided, however, that (i) Buyer shall have the right to obtain a Phase I environmental site assessment of the Property, without Seller's approval, and (ii) if any such Phase I environmental site assessment identifies any recognized environmental conditions, then Seller's approval of a Phase II environmental site assessment shall not be unreasonably withheld, conditioned or delayed. If Seller approves of such testing, Buyer shall prepare, at Buyer's sole cost and expense, a work plan that describes in detail the nature, scope, location and purpose of all of Buyer's activities to be performed on the Property, including methods and procedures for restoration of any alteration to Property, and a health and safety plan. In addition, at Buyer's sole cost and expense, Buyer shall comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force. In the event that Buyer conducts any such testing, Buyer shall return the Property as nearly as possible to the same condition the Property was in before any entry or testing activities.

(b) Buyer shall notify Darin Polsley, Seller's representative for the Property, ("Seller's Representative"), by telephone at (925) 348-5468, at least three (3) business days before Buyer or Buyer's representatives enter the Property in each instance. No such entry shall interfere with Seller's use of the Property. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) At Buyer's sole expense, Buyer shall provide Seller, as soon as they are available, with copies of the results of all analytical tests, photos, geological logs, studies and drafts of any and all reports generated as a result of Buyer's environmental investigations. Seller shall have ten (10) business days to comment thereon. Thereafter, Buyer shall incorporate any and all of Seller's reasonable



comments into such reports before such reports are prepared in final form. Buyer shall provide Seller with copies of any and all final reports generated as a result of Buyer's environmental investigations of the Property, promptly after they are available. Buyer shall keep such reports confidential as more specifically set forth in Section 5.9.

5.3 Indemnification; Release; Insurance. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses, costs, claims, demands, actions, suits, orders, causes of action (including attorneys' fees and costs), obligations, controversies, debts, expenses, accounts, damages, judgments, and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity, or otherwise (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer, Buyer Affiliates, or any of their respective employees, agents, contractors, subcontractors or consultants (each, "Buyer's Representative", and collectively, "Buyer's Representatives"), excluding Claims arising from (a) the passive or active negligence of the Indemnitees, or (b) the mere discovery of any environmental or physical condition at the Property. Buyer's entry upon the Property and activities conducted thereon by or on behalf of Buyer shall be at Buyer's sole risk and expense. **Seller shall not be liable to Buyer for, and Buyer hereby waives and releases Seller and the other Indemnitees from, any and all Claims arising out of or in any way connected with the Property and occurring as a result of any entry upon the Property, or activities conducted thereon by Buyer or Buyer's Representatives, including Claims arising from the passive or active negligence of any of the Indemnitees.** In addition, Seller may require Buyer's Representatives to execute and deliver to Seller, a release reasonably satisfactory in form and substance to Seller, prior to any entry upon the Property by such Buyer Representative. Buyer shall, and shall cause each of Buyer's Representatives (other than its employees) to, procure, carry and maintain in effect before and throughout the period of time that Buyer or such Buyer Representative shall be entering the Property, not less than \$2,000,000.00 in comprehensive general liability insurance coverage, insuring all activities and conduct of such parties on the Property, issued by an insurance company licensed in the State of California, having a Best's rating of not less than XII A-, and otherwise reasonably acceptable to Seller. Seller shall be an additional insured under such policy(ies). Buyer shall deliver to Seller certificates of insurance evidencing the coverages required hereunder prior to any entry upon the Property by Buyer or the applicable Buyer's Representative. The provisions of this Section 5.3 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the Property for any reason or no reason (in Buyer's sole and absolute discretion), Buyer shall have the right to terminate this Agreement by written notice to Seller given within the Inspection Period, but before 5:00 p.m. Pacific Time on the last day of the Inspection Period. Buyer's failure to terminate this Agreement before the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including the physical condition of the Property, the possible uses of the Property, and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, then: (a) Buyer shall have no further right to terminate this Agreement, except as expressly set forth in this Agreement and (b) in addition to all other Claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or Claims against Seller with respect to matters discovered by Buyer (or Buyer's Representatives) before the expiration of the Inspection Period.

5.5 Hazardous Substances.

(a) Seller has conducted an initial investigation of the Property for Hazardous Substances and obtained the reports and documents identified on Exhibit C attached hereto, if any ("Environmental Reports"). Seller agrees to provide Buyer with copies of the Environmental Reports and Buyer may utilize the Environmental Reports in its due diligence review; provided, however, Buyer acknowledges and agrees that (i) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Environmental Reports or the methods upon which said information was obtained by the issuers of the Environmental Reports, (ii) Buyer will not rely in any manner upon the information contained in the Environmental Reports and (iii) neither Seller nor the



issuer of any of the Environmental Reports shall have any liability whatsoever to Buyer for any false, inaccurate or misleading matters or information contained in the Environmental Reports, if any.

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

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

(d) "Electric and Magnetic Fields Disclosure". Buyer acknowledges that the area subject to the Reserved Easements will be used for the operation of distribution and/or transmission line facilities that transmit electrical current, and that such lines and facilities may produce electric and magnetic fields, electromagnetic fields, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment, or by any other means ("EMFs"); provided, nothing in this Section 5.5(d) shall be interpreted to create an implied easement in favor of Buyer.

5.6 Buyer's Release of Seller. As a material inducement to Seller for sale of the Property to Buyer, effective as of the Close of Escrow, Buyer hereby waives, releases and forever discharges Seller and the other Indemnitees from any and all Claims that Buyer may have at the Close of Escrow or that may arise in the future on account of or in any way arising out of or connected with the Property, including, but not limited to, the physical condition, nature or quality of the Property, the presence of any Hazardous Substances on, under, about or otherwise affecting the Property, or the ownership, management or operation of the Property, except as set forth in Section 6.1 below. Buyer hereby waives the protection of California Civil Code Section 1542, which reads as follows:

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

Buyer: Google LLC

By: _____ E-SIGNED by Bhavesh Parikh
on 2022-10-17 17:57:51 GMT

Print Name: Bhavesh Parikh



Notwithstanding the foregoing, such waiver, release and discharge shall not apply to any Claims arising from (a) Seller's default or breach under this Agreement or any of the documents executed by Seller and delivered to Buyer upon the Close of Escrow, (b) any matters covered by Seller's representations contained in this Agreement, (c) personal injury, death, or damage to personal property based on events occurring prior to the Closing, or (d) Seller's fraud.

5.7 Other Documents. Seller agrees to provide Buyer with copies of the other documents ("Other Documents") relating to the Property described on Exhibit C attached hereto, if any. Buyer may utilize the Other Documents in its due diligence review; provided, however, Buyer acknowledges and agrees that, except as expressly provided in this Agreement, (a) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Other Documents or the methods upon which said information was obtained by the issuers of the Other Documents, (b) Buyer will not rely in any manner upon the information contained in the Other Documents, and (c) neither Seller nor the issuer of any of the Other Documents shall have liability whatsoever to Buyer for any false, inaccurate or misleading matters or information contained in the Other Documents.

5.8 Natural Hazard Disclosures. Seller is, or may be, required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone ("Fire Hazard Severity Zone") (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards ("Wildland Fire Zone") (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Buyer acknowledges and understands that: (i) if the Property is located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Property is located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Property is situated in one or more of the hazard zones described above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. Buyer further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist, and are not definitive indicators of whether or not a property will be affected by a natural disaster. Seller has employed the services of First American Real Estate Disclosures Corporation (which, in such capacity is herein called "Natural Hazards Expert") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill the foregoing disclosure obligations. A Natural Hazards Report prepared by the Natural Hazards Expert has been or will be provided to Buyer prior to expiration of the Inspection Period. Buyer acknowledges that the Natural Hazards Report deals with matters within the scope of the Natural Hazards Expert's professional license or expertise, and Seller shall not be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal knowledge. Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until the Close of Escrow, unless disclosure is otherwise required under this Agreement or under applicable law, Buyer shall keep confidential all tests, inspections and reports, documents, analyses, and opinions obtained or generated by Buyer with respect to the Property, including any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, "Confidential Information"), except that Buyer may disclose the same to its officers, directors, employees, agents, accountants, lenders, affiliates, insurance carriers, brokers, property managers, legal counsel and consultants. Confidential Information does not include information that was in the public domain at the time



of disclosure or that is subsequently made available to the general public without restriction and without breach of this Agreement. Until the Close of Escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer without Seller's prior written approval, which Seller may grant or withhold at Seller's sole and absolute discretion, unless and until Buyer is legally compelled to make such disclosure or such disclosure is permitted pursuant to the terms set forth herein.

Until the Close of Escrow, unless disclosure is otherwise required under this Agreement or under applicable law, Seller shall keep confidential all Confidential Information, except that Seller may disclose the same to its officers, directors, employees, agents, accountants, lenders, affiliates, insurance carriers, brokers, property managers, legal counsel and consultants. Until the Close of Escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Seller without Buyer's prior written approval, which Buyer may grant or withhold at Buyer's sole and absolute discretion, unless and until Seller is legally compelled to make such disclosure or such disclosure is permitted pursuant to the terms set forth herein.

5.10 Survival. The covenants, agreements and obligations of Buyer contained in this Section 5 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow, provided that (i) the covenants, agreements and obligations of Buyer contained in Section 5.9 above shall not survive the Close of Escrow, and (ii) the covenants, agreements and obligations of Seller contained in Section 5.9 above shall survive the Close of Escrow, but shall not survive the expiration or earlier termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller hereby represents and warrants to Buyer, to Seller's actual knowledge, as defined below in this Section 6.1, as follows, each of which is material, is being relied upon by Buyer (the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder) and shall fully survive the Close of Escrow for the period set forth in Section 11.2 below:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required CPUC Approval (as more particularly described in Section 7.5 below). All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or will be taken at or before the Close of Escrow.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, and will not violate any provision of, or require any consent, authorization or approval under, any applicable law, regulation, or order; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required CPUC Approval (as more particularly described in Section 7.5 below).

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

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



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

(f) Except as set forth in Exhibit C, there are no unrecorded agreements (written or oral) in the nature of leases, rental agreements, licenses, permits, franchises or occupancy agreements affecting possession of the Property that will be binding on Buyer after the Close of Escrow.

(g) Seller has delivered to Buyer all Other Documents and the Other Documents delivered to Buyer by Seller are the complete copies of the same in Seller's possession (provided that Seller does not represent or warrant as to the accuracy of the information contained in the Other Documents, except as expressly set forth in this Agreement).

Seller's "actual knowledge" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by, Seller's Representative, as of the Effective Date, after reasonable inquiry of those current employees of Seller that are most knowledgeable about the subject matter of the applicable representations herein with respect to which knowledge is given; provided, Buyer acknowledges and agrees that Seller may have records or files not in the possession of Seller's Representative (or in the possession of those current employees of Seller that are most knowledgeable about the subject matter of the applicable representations herein), which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Agreement, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall fully survive the Close of Escrow for the period set forth in Section 11.2 below:

(a) If Buyer is an entity, Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business in the state in which the Property is located and the persons executing this Agreement on behalf of Buyer have the full right and authority to execute this Agreement on behalf of Buyer and to bind Buyer without the consent or approval of any other person or entity. This Agreement and all documents executed by Buyer which are to be delivered to Seller upon the Close of Escrow are, or at the time of the Close of Escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of the Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is an experienced real property operator and investor, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in this Agreement, Buyer specifically acknowledges that it is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS", without any representations or warranties of Seller, express or implied, written or oral, as to the nature or condition of title to the Property, the physical condition of the Property, the uses of the Property or any limitations thereon. Buyer is relying solely upon, and, as of the expiration of the Inspection Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in acquiring the Property from Seller, including an analysis of any and all matters concerning the physical or environmental condition, condition of title, use, development or suitability for development of the Property. Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters, except for the express representations and warranties of Seller contained in this Agreement.



(c) Buyer is not, and at no time during the term of this Agreement will Buyer be: (i) in violation of any Anti-Terrorism Law (defined below); (ii) conducting any business or engaging in any transaction or dealing with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (defined below); or (iv) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor any of its Affiliates, officers or directors is, or at any time during the term of this Agreement will be, a Prohibited Person. As used herein, "Anti-Terrorism Law" means any law or regulation relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act (defined below), and any regulations promulgated under any of them, each as may be amended from time to time. As used herein, "Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," as may be amended from time to time. As used herein, "Prohibited Person" means (1) a person or entity that is listed in, or owned or controlled by a person or entity that is listed in, the Annex to Executive Order No. 13224; (2) a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (3) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" means the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). As used herein, "Affiliate" means, with respect to any party, a person or entity that controls, is under common control with, or is controlled by such party.

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property pursuant to this Agreement is subject to the fulfillment or waiver of each of the following conditions precedent:

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

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

(c) Subject to Section 9.3, the representations and warranties made by Seller shall be true and correct as of the Close of Escrow as if those representations and warranties were made on said date (provided, for purposes of this Section 7.1(c), the references to "Effective Date" in each of subsections (c), (d) and (e) of Section 6.1 above shall be deemed references to "Closing Date").

7.2 Conditions to Seller's Obligations. Seller's obligation to sell the Property to Buyer pursuant to this Agreement is subject to the fulfillment or waiver of each of the following conditions precedent:

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

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



7.3 Subdivision Map Act Compliance. At the Close of Escrow, the Property must comply with the California Subdivision Map Act ("Map Act") (Government Code Section 66410, et seq.) ("Map Act Compliance"). During the period that Seller has owned the Property, certain exemptions to the Map Act may apply due to Seller's status as a public utility. Said exemptions will not apply to Buyer, unless Buyer is also a public utility. The obligation of each party to close the sale of the Property shall be conditioned upon confirming Map Act Compliance or obtaining such Map Act Compliance before the Close of Escrow, which compliance shall be determined by Seller, in Seller's sole and absolute discretion (including, without limitation, Seller's determination, in Seller's sole and absolute discretion, as to whether Map Act Compliance requires the issuance by City to Seller of a certificate of compliance confirming Map Act Compliance) at or before the Close of Escrow. Seller shall use diligent, commercially reasonable efforts to obtain a certificate of compliance confirming Map Act Compliance. Buyer acknowledges and agrees that Seller makes no representation or warranty with respect to Map Act Compliance. Promptly following request from Buyer, Seller shall provide Buyer with a reasonably detailed update regarding the status of the certificate of compliance.

7.4 Intentionally Omitted.

7.5 CPUC Approval. Seller has determined that approval of the CPUC ("CPUC Approval") will be required as a condition precedent to Seller's sale of the Property to Buyer, and therefore, the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such CPUC Approval at or before the Close of Escrow. Buyer acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by Seller in its sole and absolute discretion, including Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval, and Buyer hereby waives all claims against Seller for losses, expenses or damages suffered or incurred by Buyer as a result of the need for CPUC Approval, any delay in receipt of CPUC Approval, or the failure of the CPUC to approve the sale of the Property to Buyer. Notwithstanding the foregoing, Seller shall use diligent, commercially reasonable efforts to obtain CPUC Approval. As part of Seller's effort to obtain the CPUC Approval via the CPUC's advice letter process, Seller shall include in Seller's advice letter the following sentence (or a sentence substantially similar to the following sentence): Subsequent to the disposition of the Property by PG&E to Google, the Property is contemplated to become part of the Downtown West PD Zoning District and the related Downtown West PD Permit, and is contemplated to be included within the boundary of the tentative map for the area (Vesting Tentative Map No. PT20-07). Promptly following request from Buyer, Seller shall provide Buyer with a reasonably detailed update regarding the status of CPUC Approval.

7.6 Termination of Agreement for Failure of Conditions.

(a) Failure of Buyer's Conditions. If any one or more of the conditions to Buyer's obligations, as set forth in Section 7.1 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Buyer may elect, by written notice to Seller, to terminate this Agreement. Nothing in this paragraph shall be construed to limit Buyer's rights under Section 9.2 in the event of a default by Seller.

(b) Failure of Seller's Conditions. If any one or more of the conditions to Seller's obligations, as set forth in Section 7.2 or elsewhere in this Agreement, is not either fully performed, satisfied or waived in writing on or before the Closing Date, then Seller may elect, by written notice to Buyer, to terminate this Agreement. Nothing in this paragraph shall be construed to limit Seller's rights under Section 9.1 in the event of a default by Buyer.

(c) Subdivision Map Act Compliance. The condition set forth in Section 7.3 may not be waived by either party. If Seller notifies Buyer before the Closing Date that Seller has not confirmed Map Act Compliance (which such determination shall be made in Seller's reasonable discretion) as set forth in Section 7.3 above, then this Agreement shall automatically terminate as of the date of such



notice. Nothing in this paragraph shall be construed to limit Buyer's rights under Section 9.2 in the event of a default by Seller.

(d) Intentionally Omitted.

(e) CPUC Approval. The condition set forth in Section 7.5 may not be waived by either party. If Seller notifies Buyer before the Closing Date that Seller has not obtained CPUC Approval in a form satisfactory to Seller, in its reasonable discretion, then this Agreement and the Escrow shall automatically terminate as of the date of such notice. Nothing in this paragraph shall be construed to limit Buyer's rights under Section 9.2 in the event of a default by Seller.

8. CONDEMNATION. If prior to the Close of Escrow, Seller becomes aware of any pending or threatened action, suit, or proceeding to take any portion of the Property in eminent domain proceedings or under threat of condemnation, then Seller shall promptly give notice thereof to Buyer. In the event of any taking of more than ten percent (10%) of the land area of the Property in eminent domain proceedings or under threat of condemnation before the Close of Escrow, Buyer shall have the right to terminate this Agreement by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event of a taking of ten percent (10%) or less of the land area of the Property before the Close of Escrow or in the event that Buyer shall not elect to terminate this Agreement as provided above, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer, at the Close of Escrow, the portion of any condemnation award attributable to Seller's interest in the Property. For purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. DEFAULT.

9.1 Buyer's Default.

(a) **IF THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT DOES NOT CLOSE BECAUSE OF A DEFAULT BY BUYER, SELLER MAY UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND TITLE COMPANY IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, TITLE COMPANY SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.**

(b) **NOTHING CONTAINED IN THIS SECTION 9.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT (1) SELLER'S REMEDIES OR DAMAGES FOR CLAIMS WITH RESPECT TO ANY OBLIGATIONS OF BUYER THAT, BY THE TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING BUYER'S CONFIDENTIALITY OBLIGATIONS UNDER**



SECTIONS 5.9 AND 11.11 AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3 AND SECTION 10.2, OR (2) SELLER'S RIGHTS TO OBTAIN FROM BUYER ALL COSTS AND EXPENSES OF ENFORCING THE LIQUIDATED DAMAGE PROVISION CONTAINED IN SECTION 9.1(a) ABOVE, INCLUDING ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 11.10 BELOW.

(c) **THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.11 OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 9.1(a) ABOVE, IN ADDITION TO ALL OTHER REMEDIES THAT SELLER MAY HAVE, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.**

BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AGREEMENT TO THE FOREGOING PROVISIONS OF SECTION 9.1:

Buyer: GOOGLE LLC

Seller: PACIFIC GAS AND ELECTRIC COMPANY

By: E-SIGNED by Bhavesh Parikh
on 2022-10-17 17:57:57 GMT

By: E-SIGNED by Andrew Williams
on 2022-10-18 16:03:46 GMT

Print Name: Bhavesh Parikh

Print Name: Andrew Williams

9.2 Seller's Default. Buyer shall notify Seller of any default by Seller under this Agreement, in which event Seller shall have the right to cure such default within thirty (30) days after receipt of such default notice (and the Close of Escrow shall be postponed to the extent necessary to allow for expiration of such thirty (30) day cure period); provided, however, the notice and cure period with respect to Seller's deliveries under Section 3.2(b) above shall be five (5) business days. If Seller fails to cure the default within said thirty (30) day cure period (or within five (5) business days upon a default under Section 3.2(b) above), then Buyer shall elect as its sole remedies, either of the following:

(a) The right to pursue specific performance of this Agreement, provided that Buyer waives in writing any right it may have to bring an action for, or assert, any damages against Seller for such default of Seller. Any action for specific performance must be commenced within sixty (60) days after the scheduled Closing Date. Buyer specifically waives the right to file any lis pendens or any lien against the Property unless and until it has elected to seek specific performance and has filed and is diligently pursuing an action seeking such remedy.

(b) The right to terminate this Agreement, in which case (i) the Deposit shall be promptly returned to Buyer by the Title Company, and (ii) Seller shall reimburse Buyer for all third-party out-of-pocket costs and expenses incurred by Buyer in connection with this Agreement, not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), within forty-five (45) days of receipt of written demand therefor. The foregoing reimbursement obligation shall survive the termination of this Lease. In no event shall Buyer be entitled to any damages as a result of a default by Seller under this Agreement prior to the Close of Escrow.

NOTHING CONTAINED IN THIS SECTION 9.2 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT BUYER'S REMEDIES OR DAMAGES FOR CLAIMS WITH RESPECT TO ANY OBLIGATIONS OF SELLER THAT, BY THE EXPRESS TERMS OF THIS AGREEMENT, SURVIVE THE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT BEFORE THE CLOSE OF ESCROW, INCLUDING SELLER'S CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.9 AND 11.11 AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1.



9.3 Failure of Conditions. If, before the Close of Escrow, Seller discloses to Buyer or Buyer otherwise discovers that (a) title to the Property is subject to defects, limitations or encumbrances other than as shown on the Title Report or disclosed to Buyer pursuant to Section 4.2, or (b) any representation or warranty of Seller contained in this Agreement becomes, or as of the Closing Date will be, untrue (collectively, "Disclosure Defects") then Seller shall bear no liability for such Disclosure Defects, but Buyer shall have the right, within ten (10) days following Buyer's first knowledge of the existence of a Disclosure Defect, to give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said ten (10) day period, Buyer shall be deemed to have irrevocably waived any right to object to the Disclosure Defect, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said ten (10) day period, Seller may elect by notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection prior to the Close of Escrow or (ii) not to cure or otherwise remedy Buyer's objection. Seller's failure to so notify Buyer shall be deemed to be Seller's election not to cure or otherwise remedy Buyer's objection. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection. If Seller is unable or unwilling to cure Buyer's objection within ten (10) days after notice thereof to Seller ("Seller's Cure Period"), then Buyer, as Buyer's sole remedies, shall elect to either (A) waive the Disclosure Defect and complete the purchase of the Property in accordance with the terms of this Agreement or (B) terminate this Agreement by giving written notice to Seller within ten (10) days after expiration of Seller's Cure Period. If Buyer fails to give Seller Buyer's written notice to terminate within ten (10) days after expiration Seller's Cure Period, then Buyer shall be deemed to have elected to waive such Disclosure Defect and Buyer's right to terminate this Agreement pursuant to this Section 9.3. Notwithstanding anything to the contrary in this Agreement, Buyer's consent to the Close of Escrow in this transaction shall conclusively evidence Buyer's waiver of any Disclosure Defects known to Buyer before the Close of Escrow, and Buyer shall not be entitled to make any Claim or bring any action for rescission or damages or any other cause of action against Seller arising out of any Disclosure Defects. Nothing in this paragraph shall be construed to limit Buyer's rights under Section 9.2 in the event any representation or warranty of Seller contained in this Agreement (a) was untrue when made as of the Effective Date, or (b) becomes untrue following the Effective Date due to Seller's breach of this Agreement.

10. BROKERS.

10.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 10.1 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

10.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, claims, damages, liabilities or causes of action (including attorneys' fees and costs) with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 10.2 shall the expiration or earlier termination of this Agreement or the Close of Escrow.

11. MISCELLANEOUS.

11.1 Operation of the Property Prior to the Close of Escrow. During the period from the date of Seller's execution of this Agreement to the Close of Escrow, Seller shall operate the Property in accordance with its pre-existing practices, as if the Property were not to be sold to Buyer, including, without limitation, maintenance of insurance for the Property substantially similar to that maintained by Seller as of the Effective Date. In addition, except as otherwise required by applicable law, Seller agrees during such interim period not to (a) enter into any lease, management agreement or maintenance or service contract, or to alter or amend any of the material terms of any such existing agreements that will be binding on Buyer,



or (b) cause or permit (by act or negligent omission) any new documents to be recorded against title to the Property, in either case without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed prior to the expiration of the Inspection Period, and which consent may be withheld in Buyer's sole and absolute discretion thereafter.

11.2 Survival. The representations and warranties of Seller and Buyer contained in this Agreement shall survive the Close of Escrow and continue for a period of nine (9) months thereafter and shall thereupon expire and be of no further force and effect; provided, however, that Buyer's representation and warranty set forth in Section 6.2(b) shall survive the Close of Escrow until all Claims within the scope of said section are fully and finally barred by the applicable statute of limitations. Any claim for breach of any such representations and warranties must be made in writing within such nine (9) month period or shall be waived; provided that any such claim that is initiated within such nine (9) month period may be pursued to completion by the claiming party. Notwithstanding the foregoing two sentences, discovery by Buyer of any Disclosure Defects before the Close of Escrow shall be exclusively governed by Section 9.3 above. The waivers of claims or rights, the releases and the obligations of Buyer and Seller under this Agreement to indemnify, protect, defend and hold harmless the other party shall survive the expiration or earlier termination of this Agreement or the Close of Escrow, and so shall all other obligations or agreements of Seller and Buyer which by their nature or by their terms survive.

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

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

11.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, which approval shall not be unreasonably withheld, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, or to the City of San Jose, provided that Buyer shall not be released of its obligations under this Agreement. Buyer agrees to reimburse Seller, within thirty (30) days after demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement, whether or not Seller's consent to such assignment is required or obtained, including all costs and expenses (including attorneys' fees and costs) incurred to amend any pending application for approval(s) described in Section 7 above as a result of such assignment, but such reimbursement shall not exceed \$5,000.00. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

11.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material



way, the realization of the intended benefit of its bargain, such party may terminate this Agreement by notice to the other party within thirty (30) days after the final determination.

11.7 Governing Laws. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for any litigation arising out of this Lease shall be a court of competent jurisdiction in Santa Clara County, California, or if no court of competent jurisdiction exists there, then the next nearest court of competent jurisdiction.

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

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

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

Manager, Surplus Property
PG&E Land Management
P.O. Box 770000, Mail Code N10A
San Francisco, CA 94177
landsales@pge.com

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Managing Counsel,
Land and Environmental Group

If by personal delivery or courier service:

Manager, Surplus Property
PG&E Land Management
245 Market Street, Room 1017B
San Francisco, CA 94105
landsales@pge.com

With a concurrent copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Managing Counsel,
Land and Environmental Group



If to Buyer: Google LLC
Attn: REWS / Lease Administration
1600 Amphiteathre Parkway
Mountain View, CA 94043

With concurrent copies to:

Google LLC
Attn: Legal Department / RE Matters
1600 Amphiteathre Parkway
Mountain View, CA 94043

Google LLC
Attn: REWS / Development Director - San Jose
1600 Amphiteathre Parkway
Mountain View, CA 94043

Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, 8th Floor
Irvine, CA 92614
Attn: Britney Willhite
Email: bwillhite@allenmatkins.com

If to Title Company:

First American Title Insurance Company
National Commercial Services
333 W. Santa Clara Street, Suite 220
San Jose, CA 95113
Attn: Teresa Woest
twoest@firstam.com

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

11.10 Legal Fees. If either party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The costs to which the prevailing party is entitled shall include all costs that are allowable under any applicable statute, including Code of Civil Procedure Sections 1032 and 1033.5, as well as non-statutory costs, including costs of investigation, copying costs, electronic discovery costs, electronic research costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees and costs, travel expenses, court reporter fees, transcripts of court proceedings not ordered by the court, mediator



fees and attorneys' fees incurred in discovery and contempt proceedings. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred before judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

11.11 Confidentiality; No Recorded Memorandum; No Publicity.

(a) Except to the extent required by law, and except to the extent requested by any governmental or quasi-governmental authority (including the Federal Energy Regulatory Commission), neither Seller nor Buyer shall disclose the terms of this Agreement to any third party (other than its officers, directors, employees, agents, accountants, lenders, affiliates, insurance carriers, brokers, property managers, legal counsel and consultants) without the prior written consent of the other party, provided that the foregoing restriction shall not limit Seller's obligation to disclose this Agreement and the terms and conditions of this transaction to the CPUC to the extent necessary to obtain CPUC Approval as set forth in Section 7.3 above. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property. Buyer shall not record this Agreement or any short form memorandum of this Agreement.

(b) The parties agree to coordinate all communication relating to this transaction. Seller and Buyer shall not issue any news releases, respond to any media inquiries, or otherwise make any statements, even in an "off the record" conversation, regarding this transaction. This prohibition includes making posts on internet and intranet site(s). All communication about this transaction, both verbal and in writing, must be approved in advance in writing by the other party.

(c) For purposes of this Agreement, it shall not be a breach or default of the confidentiality provisions of this Agreement if any documents, information or material is or becomes publicly available without breach of this Agreement by Seller or Buyer; or is rightfully received by Seller or Buyer from a third party without obligations of confidentiality.

(d) The covenants, agreements and obligations contained in this Section 11.11 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

11.12 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Seller. Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property, or to the sales proceeds from the Property subsequent to the Close of Escrow, for the recovery of any judgment against Seller, and Seller's liability shall not extend to any other property or assets of Seller. The limitations of liability contained in this Section shall apply equally and inure to the benefit of Seller's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns. Seller expressly agrees that the obligations and liabilities of Buyer under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of Buyer. The limitations of liability contained in this Section shall apply equally and inure to the benefit of Buyer's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns. Notwithstanding anything in this



Agreement to the contrary, neither Seller nor Buyer shall be liable under any circumstances for injury or damage to, or interference with, the other party's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

11.13 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to close the purchase and sale of the Property as contemplated herein.

11.14 Back-Up Offers. Seller shall not have the right to solicit or accept so-called "back-up" offers to purchase the Property.

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

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

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

11.18 Mandatory Negotiation and Mediation.

(a) Except as provided in this Section, Seller and Buyer agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Agreement, before resorting to court action. Either party may initiate settlement negotiations by providing written notice to the other party, setting forth the subject of the claim or dispute. Buyer and Seller agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith, provided that any settlement shall be subject to each party's approval (in their sole and absolute discretion). If Buyer and Seller fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the parties agree to submit the matter to JAMS for mediation within thirty (30) days thereafter. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested (the "Mediation Notice"). Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules. The parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. If the parties do not select a mediator within thirty (30) days after the Mediation Notice, the parties agree that either party may request that JAMS in San Francisco, California,



facilitate the choice of mediator by applying the "strike and rank" process used for appointment of arbitrators in arbitration proceedings, or to appoint a mediator, if necessary, and both parties agree to the appointment of such mediator as so selected. The parties agree to participate in the mediation in good faith, and to share equally in its costs, provided that any settlement shall be subject to each party's approval (in their sole and absolute discretion). All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the parties, and except as provided herein or by mutual agreement of the parties, the mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, each party shall pay its own attorneys' fees and costs. Except as provided in Section 11.18(b), neither party may commence an action arising out of or relating to this Agreement until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section. If either party commences an action with respect to a claim or dispute covered by this Section without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

(b) Either party may seek equitable relief to preserve the status quo before participating in the negotiation and mediation proceedings required pursuant to Section 11.18(a). In addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

(c) Notwithstanding anything in this Section 11.18 to the contrary, in no event shall any negotiation and mediation proceedings required pursuant to Section 11.18(a) be binding on Seller or Buyer, except as may be expressly set forth in any written settlement agreement.

(d) The provisions of this Section 11.18 may be enforced by any court of competent jurisdiction. The covenants of Seller and Buyer contained in this Section 11.18 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

Buyer: GOOGLE LLC

By: E-SIGNED by Bhavesh Parikh
on 2022-10-17 17:58:05 GMT

Print Name: Bhavesh Parikh

Seller: PACIFIC GAS AND ELECTRIC COMPANY

By: E-SIGNED by Andrew Williams
on 2022-10-18 16:03:50 GMT

Print Andrew Williams Name:

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

- Exhibit A – Legal Description of Property
- Exhibit B – Grant Deed
- Exhibit C – Environmental Documents and Disclosures
- Exhibit D – Owner's Affidavit
- Exhibit E – General Assignment

11.20 Electronic Signatures. This Agreement may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of electronic or pdf signatures shall have the



same force and effect as copies hereof executed and delivered with manually executed original signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original manually executed signature page.

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



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

All of that certain parcel of land described and designated as "PARCEL #1" in that certain deed dated September 21, 1936 and recorded on November 25, 1936 in Volume 797 of Official Records at page 336, Santa Clara County Records, State of California, and being more particularly described as follows:

That certain parcel of land bounded by a line which begins at a point in the southerly boundary line of San Fernando Street distant thereon 230.27 feet westerly from the intersection thereof with the westerly boundary line of Montgomery Street, said point being the northeast corner of the parcel of land conveyed by Roy Elliott to Southern Pacific Company by deed dated June 17, 1908, and recorded in Book 405 of Deeds at page 5, records of said Santa Clara County, and running thence south 2 degrees 55 minutes east, along the easterly boundary line of said parcel of land conveyed by said deed dated June 17, 1908, 204.19 feet; thence south 87 degrees 09 minutes west, parallel with the southerly boundary line of San Fernando Street, 69.8 feet to a point in the easterly boundary of the parcel of land described and designated (d) in the deed, executed by Electric Improvement Company of San Jose to United Gas and Electric Company, dated June 19, 1902, and recorded in Book 252 of Deeds at page 526, records of said Santa Clara County; thence northerly, along the last mentioned boundary line, 48.4 feet to the northeast corner of said parcel of land designated (d) in said deed dated June 19, 1902; thence north 87 degrees 09 minutes east 39.8 feet to a point distant 30.0 feet westerly from (measured parallel with the southerly boundary line of San Fernando Street) the easterly boundary line of said parcel of land conveyed by said deed dated June 17, 1908; thence north 2 degrees 55 minutes west 155.79 feet to a point in the southerly boundary line of San Fernando Street; thence north 87 degrees 09 minutes east, along the southerly boundary line of San Fernando Street, 30.0 feet, more or less, to the point of beginning.

The foregoing legal description of the Property may be subject to errors and omissions. Any prospective Buyer should make its own independent investigation to verify the accuracy of the legal description.



EXHIBIT B
GRANT DEED
[Attached]



RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2207-01-10078

GRANT DEED

2022096 (01-21-058) 22 06 01
Diridon Area Development

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantor**”), for good and valuable consideration, the receipt of which is hereby acknowledged, grants to GOOGLE LLC, a Delaware limited liability company (“**Grantee**”), the real property, situated in the City of San Jose, County of Santa Clara, State of California, described as follows (the “**Property**”):

(Portion of APN 261-35-002)

The parcel of land described LANDS in Exhibit “A” and shown on Exhibit “B” attached hereto and made a part thereof.

Reserving to Grantor a nonexclusive easement and the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as the “**Utility Facilities**”); together with a right of way, on, over, and under the Property.

Further reserving to Grantor an exclusive easement and the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as the “**Electric Substation Facilities**”); together with the a right of way, on, over, and under and the right to pave and enclose with a fence the easement area described as follows (the “**Exclusive Easement Area**”):

MAIL TAX STATEMENTS TO:

Name

Address

Zip



The easement area as described EXCLUSIVE EASEMENT AREA in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part thereof.

The Utility Facilities and Electric Substation Facilities are hereinafter collectively referred to as (the "**Facilities**").

Grantor also reserves the right:

(a) to ingress and egress from the Facilities over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee;

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

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

(e) the right to mark the location of the Exclusive Easement Area by suitable markers set in the ground.

Grantee hereby covenants and agrees:

(a) not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Property, or diminish or substantially add to the ground level within the Property, or construct any fences that will interfere with the maintenance and operation of the Facilities;

(b) not to deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Property, so as to constitute, in the opinion of Grantor, a hazard to any of the Facilities; and

(c) not to grant any easement or other use on, over, or under the Exclusive Easement Area without the written consent of Grantor which it may condition or deny in its sole discretion.

This deed is subject to that certain right of way for a sanitary sewer pipe granted in the deed dated August 15, 1928 by South Pacific Coast Railway Company, and its Lessee, Southern Pacific Company, to the City of San Jose referenced in the deed dated September 21, 1936 and recorded on November 25, 1936 in Volume 797 of Official Records at Page 336, San Clara County Records, conveying the parcel of land described in Exhibit A.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.



The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
(Insert name, title and department)



Attach to LD: 2207-01-10078
Area, Region or Location: 3
Land Service Office: San Jose
Line of Business: Electric Distribution (43), Electric Transmission (42)
Business Doc Type: Easements
MTRSQ: 22.07.01.18.14
FERC License Number:
PG&E Drawing Number: L-10560
Plat No.:
LD of Affected Documents: LD 2207-01-1145
LD of Cross Referenced Documents:
Type of interest: Sale of Fee (11F), Electric Tower Line Easements (2), Electric Pole Line Easements (3), Electric Underground Easements (4), Gas and Pipeline Easements (5), Utility Easements (86), Utility Lot Easement (108)
SBE Parcel:
% Being Quitclaimed:
Order or PM: 9023870
JCN: 01-21-058
County: Santa Clara
Utility Notice Number:
851 Approval Application No: ;Decision:
Prepared By: t8sb
Checked By: b4p9
Approved By: erse
Revised by:



EXHIBIT "A"

LANDS

All of that certain parcel of land described and designated as "PARCEL #1" in that certain deed dated September 21, 1936 and recorded on November 25, 1936 in Volume 797 of Official Records at page 336, Santa Clara County Records, State of California, and being more particularly described as follows:

That certain parcel of land bounded by a line which begins at a point in the southerly boundary line of San Fernando Street distant thereon 230.27 feet westerly from the intersection thereof with the westerly boundary line of Montgomery Street, said point being the northeast corner of the parcel of land conveyed by Roy Elliott to Southern Pacific Company by deed dated June 17, 1908, and recorded in Book 405 of Deeds at page 5, records of said Santa Clara County, and running thence south 2 degrees 55 minutes east, along the easterly boundary line of said parcel of land conveyed by said deed dated June 17, 1908, 204.19 feet; thence south 87 degrees 09 minutes west, parallel with the southerly boundary line of San Fernando Street, 69.8 feet to a point in the easterly boundary of the parcel of land described and designated (d) in the deed, executed by Electric Improvement Company of San Jose to United Gas and Electric Company, dated June 19, 1902, and recorded in Book 252 of Deeds at page 526, records of said Santa Clara County; thence northerly, along the last mentioned boundary line, 48.4 feet to the northeast corner of said parcel of land designated (d) in said deed dated June 19, 1902; thence north 87 degrees 09 minutes east 39.8 feet to a point distant 30.0 feet westerly from (measured parallel with the southerly boundary line of San Fernando Street) the easterly boundary line of said parcel of land conveyed by said deed dated June 17, 1908; thence north 2 degrees 55 minutes west 155.79 feet to a point in the southerly boundary line of San Fernando Street; thence north 87 degrees 09 minutes east, along the southerly boundary line of San Fernando Street, 30.0 feet, more or less, to the point of beginning.

EXCLUSIVE EASEMENT AREA

A portion of the hereinabove described parcel of land being more particularly described as follows:

Beginning at the southwest corner of the hereinabove described parcel of land, thence along the south boundary line of said parcel;

- 1) North 87°09'00" East 29.24 feet, thence leaving said south boundary line;
- 2) North 2°55'00" West 48.40 feet to a point on the boundary line of said hereinabove described parcel of land, thence along said boundary line;
- 3) South 87°09'00" West 29.24 feet; thence
- 4) South 2°55'00" East 48.40 feet to the Point of Beginning.

LD 2207-01-10087
2022096 (01-21-058) 22 06 01
Diridon Area Development

Containing an area of 1,415 square feet, more or less.

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

Prepared by:

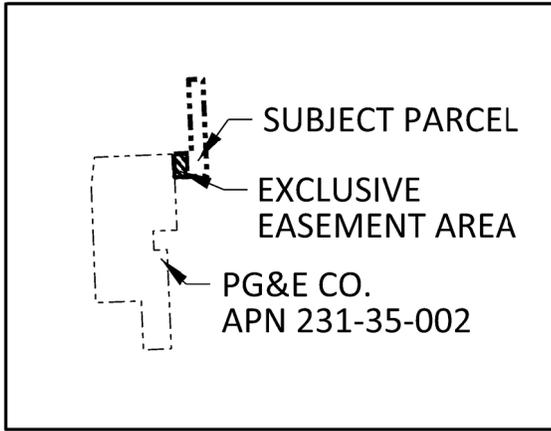
Pacific Gas and Electric Company

X Bruce Parker

Bruce Parker
P.L.S. 7757



RANCHO LOS COCHES
 (T. 7 S., R. 1 E. NW 1/4 OF NE 1/4,
 SEC. 18 M.D.B.&M.)



VICINITY MAP
 NOT TO SCALE

CAHILL STREET

SAN FERNANDO STREET

N87°09'00"E
 30.00'

S02°55'00"E
 204.19'

VOL. 797 O.R. PG. 336
 PARCEL #1
 LD 2209-01-1145
 AREA = 8052 SQ. FT. +/-
 PORTION OF APN
 261-35-002

LEGEND

- - - - - SUBJECT PARCEL LINE
- - - - - EASEMENT LINE
- EXCLUSIVE EASEMENT AREA (AS NOTED)
- X-X-X- - PROPOSED FENCE

155.79'

N02°55'00"W

NON-EXCLUSIVE EASEMENT
 AREA = 6637 SQ. FT. +/-

EXCLUSIVE EASEMENT
 RESERVATION AREA
 = 1415 SQ. FT. +/-

S87°09'00"W
 39.80'

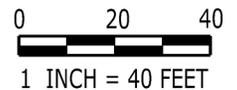
S02°55'00"E
 48.40'

N02°55'00"W
 48.40'

N87°09'00"E
 69.80'

P.O.B.

BASIS OF BEARINGS:
 DEED RECORDED IN VOLUME 797
 OFFICIAL RECORDS AT PAGE 336



AUTHORIZATION 9023870	
BY	PSOMAS
DR	T8SB
CH	B4P9
O.K.	B4P9
DATE	6/15/2022

EXHIBIT "B"
 W SAN FERNANDO ST & CAHILL ST
 APN 261-35-002
SAN JOSE, CALIFORNIA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN	01-21-058
AREA	AREA 3, SAN JOSE
COUNTY	SANTA CLARA
SCALE	1 INCH = 40 FEET
SHEET NO.	1 OF 1

DRAWING NUMBER

L-10560



EXHIBIT C

ENVIRONMENTAL DOCUMENTS AND DISCLOSURES

Cahill Street, San Jose
 APN: 261-35-002 (Portion)

ENVIRONMENTAL DOCUMENTS			
Environmental documents to be provided to Buyer:			
Document Date	Document Name	Author	File Reference
2/1/2022	Report – Phase I Environmental Site Assessment	Watearth	SanJCahill Rpt Phase I ESA 20220201.pdf
7/31/2001	Letter – Case Closure – LUST Cleanup (NOT on surplus portion)	RWQCB	SanJCahill Ltr LUST Case Closure 20010731.pdf

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

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



EXHIBIT D

OWNER'S AFFIDAVIT

[Attached]



FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S AFFIDAVIT

Commitment No. NCS-1140403-SC ("Commitment")

Date: _____, 2022 ("Effective Date")

The undersigned individual ("Declarant"), on behalf of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Owner"), hereby declares, to Declarant's actual knowledge and without imposing any liability on Declarant, as follows with respect to the real property located in San Jose, California described on Exhibit A attached hereto (the "Land"):

1. That, except as noted at the end of this paragraph, within the six (6) months immediately preceding the Effective Date, (a) no labor, service or materials have been furnished to improve the Land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the Land by, or at the direction of Owner; (b) nor have any contracts been entered into by Owner with respect to the Land for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof or completed within the six (6) months immediately preceding the Effective Date; and (c) nor have any notices of lien with respect to the Land been received:

2. That there are no outstanding unrecorded contracts (including options and rights of first refusal) to purchase the Land, except the following, if any: None.
3. That there are no unrecorded leases, easements or other servitudes to which the Land or building(s) thereon, or portions thereof, are subject, except the following, if any: None
4. That, except as shown in the Commitment or the applicable tax roll, (a) there are no unpaid real estate taxes or assessments respecting the Land, and (b) Owner has not received any supplemental tax bill respecting the Land which is unpaid.
5. That Declarant is authorized to execute this Owner's Affidavit and that the Owner is in good standing in its state of origin and is authorized to do business in the state where the Land is located.
6. That, within the six (6) months immediately preceding the Effective Date, the Owner has not received any written notice of violation of any covenants, conditions or restrictions, if any, affecting the Land.
7. The Owner is not a wholesaler or retailer of perishable agricultural commodities, produce, poultry, poultry products, livestock or meat products.
8. In order to induce First American Title Insurance Company (the "Company") to issue its policy(ies) of title insurance with full knowledge that the Company will rely upon the accuracy of the statements set forth in this Owner's Affidavit, Owner does hereby agree to indemnify and hold the Company harmless of and from any and all loss, cost, damage and expense of every kind, including reasonable attorneys' fees, which the Company shall or may suffer or incur or become liable for under its said policy or policies of title insurance directly or indirectly, due to Company's reliance on the accuracy of the statements set forth in this Owner's Affidavit or in connection with Company's enforcement of Company's rights under this Owner's Affidavit.



Declarant, on behalf of Owner, hereby declares, to Declarant's actual knowledge and without imposing any liability on Declarant, that the statements set forth in paragraphs 1 through 7 of this Owner's Affidavit are true and correct and that this Owner's Affidavit was executed on the Effective Date. Declarant hereby declares, without imposing any liability on Declarant, that Declarant has personal knowledge (or has consulted with others who have personal knowledge) of the facts stated herein, and is familiar with the condition, maintenance, operation, and use of the Land.

Owner does hereby agree to indemnify and hold the Company harmless of and from any and all loss, cost, damage and expense of every kind, including reasonable attorneys' fees, which the Company shall or may suffer or incur or become liable for under its said policy or policies of title insurance directly or indirectly, due to Owner placing (or causing to be placed by its acts or omissions) of record any lien or encumbrance against the Land during the period that commences on the day that is ten (10) days prior to the Date of Policy and expires on the Date of Policy. "Date of Policy" means the date on which Owner conveys Owner's fee title interest in the Land to Buyer pursuant to that certain Purchase and Sale Agreement dated _____, 2022, by and between Owner (as "Seller" thereunder) and Google LLC, a Delaware limited liability company (as "Buyer" thereunder).

Owner

Pacific Gas and Electric Company, a California corporation

By: _____
Name:
Title:



Exhibit A to Owner's Affidavit

Legal Description of the Land

[Attached]



EXHIBIT E

GENERAL ASSIGNMENT

This General Assignment is entered into as of _____, 202_ (the "Effective Date") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Seller"), in favor of Google LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are parties to that certain Purchase and Sale Agreement dated _____ (the "Purchase Agreement") for the sale of property located in San Jose, California described in the Purchase Agreement (the "Property"). Capitalized terms used herein shall have the meanings given in the Purchase Agreement. Pursuant to the Purchase Agreement, for valuable consideration, the sufficiency and the receipt of which is hereby acknowledged, Seller hereby grants, bargains, sells, conveys, transfers and assigns to Buyer the following personal property (the "Personal Property"): all of Seller's right, title and interest in and to all assignable existing permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Property, including those listed on Exhibit A attached hereto (collectively, the "Intangibles").

This General Assignment is made without recourse or warranty whatsoever.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: _____
Name: _____
Its: _____



Exhibit A to General Assignment

List of Intangible Property

None.



Attachment 4

Table Showing Sales Price, Expenses, and Tax Effects

Attachment D Table Showing Sales Price, Expenses, and Tax Effects
San Jose Cahill Sale to Google
(Dollars)

1 SALES PROCEEDS

Sales Price	1,825,175
Less: Other Closing Costs (on Escrow)	(6,320)
Net Sale Proceeds	1,818,855

2 ALLOCATION OF SALES PROCEEDS BASED ON THE HISTORICAL COST OF PROPERTY

	Historical Cost	Proportional %
Non-Depreciable Property (Land)	2,182	100.00%
Depreciable Property	-	0.00%
CWIP	-	0.00%
	<u>2,182</u>	<u>100.00%</u>

3 GROSS GAIN/(LOSS) ON SALE

	Historical Cost	Net Book Value	Sales Proceeds	Pre-Tax Gain/(Loss)	Book NBV	
Non-Depreciable Property (Land)	2,182	2,182	1,818,855	1,816,674		
Depreciable Property	-	-	-	-	-	
CWIP	-	-	-	-		
	<u>2,182</u>	<u>2,182</u>	<u>1,818,855</u>	<u>1,816,674</u>		Depreciable Net Book Value

4 TAX GAIN/(LOSS) ON SALE

	Historical Cost	Net Tax Value	Sales Proceeds	Pre-Tax Gain/(Loss)	Depreciable Net Tax Value	
Non-Depreciable Property (Land)	2,182	2,182	1,818,855	1,816,674		
Depreciable Property	-	-	-	-	-	
CWIP	-	-	-	-		
	<u>2,182</u>	<u>2,182</u>	<u>1,818,855</u>	<u>1,816,674</u>	<u>-</u>	Depreciable Net Tax Value
					-	Depr Net Book Value less Depr Net Tax Value
					-	Deferred Tax Liability / (Asset)

5 GAIN/(LOSS) ALLOCATION

	Non-Utility Property (NUP)	Other Depreciable Assets	Land (Pre-Tax Allocation)	Sharing Allocation	Taxes 27.984%	After Tax Gain / (Loss)
<i>Time in Ratebase</i>						
Ratepayers - 100% of Loss (Pre-Tax and After-Tax)	0%	100%	59%	1,070,034	(299,438) *	770,596
Ratepayers Pass-thru - 100% of Loss (Pre-Tax and After-Tax)				(1,070,034)	299,438 *	(770,596)
Shareholder	100%	0%	41%	731,825	(204,794)	527,031
<i>Time in Non-Utility Property</i>						
Shareholder				14,814	(4,146)	10,668
Total Gain/(Loss) Allocation	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>746,639</u>	<u>(208,940)</u>	<u>537,700</u>

* No tax impact as the ratepayer contribution / distribution will net the tax impact to zero.

6 TAXES ON PROPERTY

	Net Tax Value	Sales Proceeds	Before Tax Gain/ (Loss)	
Non-Depreciable Property (Land)	2,182	1,818,855	1,816,674	
Depreciable Property	-	-	-	
CWIP	-	-	-	
Totals	<u>2,182</u>	<u>1,818,855</u>	<u>1,816,674</u>	
	Non-Utility Property*	CPUC Land - Shareholder (33%)	CPUC Land - Ratepayer (67%)	Depreciable Property
Taxable Gain / (Loss)	14,814	731,825	1,070,034	-
Ratepayer Contribution / (Distribution)	-	-	(1,070,034)	-
Net Taxable Gain / (Loss)	14,814	731,825	-	-
Tax Rate	27.984%	27.984%	27.984%	27.984%
Net Federal and State Income Tax	4,146	204,794	-	-
After Tax Gain / (Loss)	<u>10,668</u>	<u>527,031</u>	<u>1,070,034</u>	<u>-</u>

**Attachment D Table Showing Sales Price, Expenses, and Tax Effects
San Jose Cahill Sale to Google
(Dollars)**

After-Tax Ratepayers Allocation (67%)	67%	-	-	1,070,034	-
After-Tax Shareholder Allocation (33%)	33%	10,668	527,031	-	-
Taxing Jurisdiction Allocation (Shareholder)		4,146	204,794	-	-
Total Gain / (Loss) Allocation		<u>14,814</u>	<u>731,825</u>	<u>1,070,034</u>	<u>-</u>

7 RATE BASE CHANGES

	<u>Beginning</u>	<u>Changes</u>	<u>Ending</u>
Gross Plant	-	-	-
Depreciation Reserve (Book Accumulated Depreciation)	-	-	-
Property Sale Proceeds credited to Depreciation Reserve		-	-
Net Plant	<u>-</u>	<u>-</u>	<u>-</u>
Deferred Taxes	-	-	-
Total Rate Base of Assets Sold	<u>-</u>	<u>-</u>	<u>-</u>

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blasing Smith Wynne, P.C.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison
Schneider & Harris LLP
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie
Green Power Institute
Hanna & Morton
ICF
International Power Technology

Intertie

Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR

San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy