

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 4291G/5909E
As of December 21, 2020

Subject: Agreement to Exchange Interests in Real Property with Midpenninsula Regional Open Space District Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 08-10-2020

Date to Calendar: 08-12-2020

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	09-09-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

415-973-8794

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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



August 10, 2020

Advice 4291-G/5909-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Agreement to Exchange Interests in Real Property with Midpenninsula Regional Open Space District – Request for Approval Under Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company (PG&E or the Company) requests Public Utilities Commission (Commission or CPUC) approval under Public Utilities Code Section 851 (Section 851) and General Order 173 to enter into an Agreement to Exchange Interests in Real Property (Attachment 1 - Agreement) with Midpenninsula Regional Open Space District (the District). PG&E will grant the District a perpetual, non-exclusive easement for two trails and one road on PG&E's property in Santa Clara County, California (Attachment 2 - District Easement) covering an area of approximately 72,769 square feet (1.67 acres). In exchange, the District will grant PG&E a perpetual non-exclusive easement for existing PG&E gas transmission Line 147 (Attachment 3 - PG&E Easement) on the District's property in San Mateo County, California. The proposed PG&E Easement will cover an area of 167,358 square feet (3.842 acres). The PG&E Easement will replace PG&E's existing rights under a revocable permit (Attachment 4 – PG&E Revocable Permit).

PG&E has inspected the proposed District Easement and has determined that the District's proposed operation of the road and trails does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers. In addition, this proposed easement will not be adverse to the public interest. The two trails and one road will be for public use and benefit.

Background

The District contacted PG&E in August, 2014 to propose the easement exchange. PG&E reviewed the District's request to determine if there would be any impact to the safe operation of PG&E's facilities and determined that there would be no impact. PG&E and the District then negotiated and agreed to the terms of the Agreement as provided in Attachment 1. The Agreement will be executed upon approval from the Commission under Public Utilities Code Section 851. The exchange under the Agreement is described below and in Attachment 1.

Transaction 1: PG&E will grant the District a perpetual non-exclusive easement for Mount Umunhum Road and two crossings of the Woods Trail on PG&E's property in Santa Clara County, California (PG&E Property). The PG&E Property,¹ which is located off of Hicks Road near Mount Umunhum Road in Santa Clara County, California, supports PG&E's overhead electric transmission lines. The PG&E Property is approximately 20.62 acres, and the proposed easement to be granted to the District is approximately 72,769 square feet (1.67 acres). The proposed easement is located at Mount Umunhum Road and on Woods Trail as described in Attachment 2 - District Easement. The District Easement is made up of three strips:

	Strip 1	Strip 2	Strip 3
Easement Location	Mount Umunhum	Woods Trail 1	Woods Trail 2
Easement Area (Square Footage)	18,320	41,928	12,521
Easement Description	Approx 60 feet wide and 307 feet long	Approx 40-60 feet wide and 385 feet long	Approx 100 feet wide and 125 feet long

The District currently holds an easement for Mount Umunhum Road as it crosses PG&E's Property (Existing District Easement - Attachment 5). The District also operates Woods Trail across PG&E's Property, but it is not within the Existing District Easement. The District requested to expand its rights by increasing the Existing District Easement area from twenty (20) feet wide to sixty (60) feet wide under the new District Easement, included as Attachment 6. This Agreement expands the Existing District Easement width from twenty (20) feet wide to sixty (60) feet wide and will allow for any future road maintenance or repairs to be completed safely and within the easement area. The District Easement will also grant the District rights to maintain the Woods Trail, which existed prior to PG&E's acquisition of the PG&E Property, for public use. The District Easement will have no known or anticipated effect on PG&E's current or anticipated use of the property.

Transaction 2: The District will grant PG&E a perpetual non-exclusive easement for existing gas transmission Line 147. Currently, PG&E's rights consist of a revocable permit. The District's Property is at 3001 Edgewood Road, Redwood City, APN 050-470-090, San Mateo County, California (District Property). The District Property is approximately 284.14 acres, and the proposed PG&E Easement is approximately 167,358 square feet (3.842 acres). The proposed PG&E Easement area is a strip of land approximately 50 feet wide and 3,348 feet long.

PG&E currently possesses a revocable permit (Attachment 4) issued by the San Francisco Water Department for a high pressure gas line across the District's Property. PG&E would

¹ State Board of Equalization Number 135-43-070-3 and Assessor's Parcel Number (APN) 583-24-004 as recorded on January 14, 1969 in book 8400 page 654 of official records in Santa Clara County.

like to acquire the PG&E Easement under the Agreement to provide PG&E with permanent, nonrevocable rights..

PG&E has conducted inspections of PG&E's Property and determined the District's road and trail use (as constructed and as detailed in District Easement area) do not interfere with PG&E's operations. PG&E can still access its facilities for any maintenance or safety-related work if necessary. PG&E has determined that the road and trail do not interfere with the safe and reliable provision of utility service to customers.

For the above reasons, PG&E requests that the California Public Utilities Commission (CPUC or Commission) approve this Section 851 request to grant the District as listed in Attachment 1, the ability to continue use of PG&E's Property in the specified Easement Area in exchange for granting PG&E an easement as listed in Attachment 1, and find that doing so is not adverse to the public interest because, in all cases, it will not impair PG&E's provision of safe and reliable utility service.

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). While the Policy notes that guidelines for its implementation are not yet in place, it 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.

The negotiations with the District took place beginning in August of 2014, prior to the adoption of the Policy. Because trails and road currently exist in the District Easement area and the proposed District Easement is nonexclusive, PG&E believes that the transfer to the District is in the public interest.

PG&E is serving this Advice Letter to the Amah Mutsun Tribal Band, Amah Mutsun Tribal Band of Mission San Juan Bautista, Indian Canyon Mutsun Band of Costanoan, Muwekma Ohlone Indian Tribe of the SF Bay Area, North Valley Yokuts Tribe, and The Ohlone Indian Tribe, which were identified by the Native American Heritage Commission as being registered to receive notifications of transactions in this area disposition in the spirit of the Policy.

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
Steven Frank
Law Department
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-6976
Facsimile: (415) 973-5520
Email: steven.frank@pge.com

Midpeninsula Regional Open Space
District
Attn: Real Estate Manager
330 Distel Circle
Los Altos, CA 94022-1404
Telephone: (650) 691-1200
Facsimile: (650) 691-0485
aishibashi@openspace.org

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

PG&E is the fee title owner of certain real property in the County of Santa Clara, State of California and is vacant land used for electric transmission. PG&E's Property is located at Hicks Road near Mount Umunhum Road in Santa Clara County, California and is designated as State Board of Equalization Number 135-43-070-3 and Assessor's Parcel Number 583-24-004, more specifically described in Attachment 2.

PG&E currently uses the PG&E Property for overhead electric transmission facilities.

(c) Intended Use of the Property:

The District will use the District Easement for trails and road as described in Attachment 1. The trails and road are currently being used and maintained by the District. The District intends to continue use and maintenance of the trails and road. PG&E also uses the road to access its electric transmission lines.

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

Upon CPUC approval of this agreement, PG&E will execute the Agreement and grant the District a 72,769 square-foot non-exclusive easement for two trail crossings of the Woods Trail and Mount Umunhum Road on the PG&E Property. The District, in exchange, will grant PG&E a 167,358 square-foot non-exclusive easement.

Since this is an exchange of interest in real property, both PG&E and District have agreed not to charge any fee.

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

Not Applicable.

(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:

There are no changes to PG&E's rate base as a result of the Agreement. This transaction will not impact PG&E's ability to provide safe and reliable service to its customers and public at large.

(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):

Not Applicable.

(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:

PG&E's internal valuation team has estimated that the value of the proposed New Easement Agreement to District is nominal, using the comparable sales approach.

(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:

Not Applicable.

(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:

No information is readily available other than what has already been included within this advice letter submittal.

(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.

(1), (2) Not a "Project" Under CEQA

If the transaction is not a "project" under CEQA, please explain why.

Approval of this Agreement is not a project for purposes of CEQA review as no physical change to the property will result from the approval of the Agreement, as the Improvements have already been constructed.

Protests

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than August 31, 2020, which is 21 days² after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

² The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
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, telephone number, postal address, and (where appropriate) 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 September 9, 2020, 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 and/or via U.S. mail 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 submittal can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/
Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1	Agreement to Exchange Interests In Real Property
Attachment 2	District Easement
Attachment 3	PG&E Easement Area
Attachment 4	PG&E Revocable Permit
Attachment 5	Existing District Easement

***** SERVICE LIST for Advice 4291-G/5909-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
Division of Ratepayer Advocates
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

San Mateo County Clerk
555 County Center
Redwood City, CA 94063
(650) 363-4500
countyclerk@smcacre.org
recorder@smcacre.org

Santa Clara County Clerk
70 West Hedding Street 1st Floor
San Jose, CA 95110
(408) 299-5688
clerkrecorder@rec.sccgov.org

Midpeninsula Regional Open Space District
Attn: Real Estate Manager
330 Distel Circle
Los Altos, CA 94022-1404
(650) 691-1200
aishibashi@openspace.org

Amah Mutsun Tribal Band
Valentin Lopez, Chairperson
P.O. Box 5272
Galt, CA, 95632
(916) 743 – 5833
vlopez@amahmutsun.org

Amah Mutsun Tribal Band of
Mission San Juan Bautista
Irenne Zwielerlein, Chairperson
789 Canada Road
Woodside, CA, 94062
(650) 851 – 7489
amahmutsuntribal@gmail.com

Indian Canyon Mutsun Band of
Costanoan
Ann Marie Sayers, Chairperson
P.O. Box 28
Hollister, CA, 95024
(831) 637 - 4238
ams@indiancanyon.org

Muwekma Ohlone Indian Tribe
of the SF Bay Area
Monica Arellano,
20885 Redwood Road, Suite 232
Castro Valley, CA, 94546
(408) 205 - 9714
marellano@muwekma.org

North Valley Yokuts Tribe
Katherine Perez, Chairperson
P.O. Box 717
Linden, CA, 95236
(209) 887 - 3415
canutes@verizon.net

North Valley Yokuts Tribe
Timothy Perez, MLD Contact
P.O. Box 717
Linden, CA, 95236
(209) 662 - 2788
huskanam@gmail.com

North Valley Yokuts Tribe
Katherine Perez, Chairperson
P.O. Box 717
Linden, CA, 95236
(209) 887 - 3415
canutes@verizon.net

The Ohlone Indian Tribe
Andrew Galvan,
P.O. Box 3388
Fremont, CA, 94539
(510) 882 - 0527
chochenyo@AOL.com



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 (ID U39 M)

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@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) #: 4291-G/5909-E

Tier Designation: 2

Subject of AL: Agreement to Exchange Interests in Real Property with Midpenninsula Regional Open Space District – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Agreements, 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:

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: 9/9/20

No. of tariff sheets: N/A

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:

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Clear Form

Attachment 1

Agreement to Exchange Interests In Real Property

AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY

This AGREEMENT TO EXCHANGE INTERESTS IN REAL PROPERTY (hereinafter, "**Agreement**") is made and entered into this _____ day of _____, 20____ (the "**Effective Date**") by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code, hereinafter called "**District**" who will collectively be referred to as the "**Parties**".

RECITALS

WHEREAS, PG&E owns certain real property within the County of Santa Clara, State of California, identified as State Board of Equalization Number 135-43-070-3 and Santa Clara County Assessor Parcel Number 583-24-004 (hereinafter, the "**PG&E Property**"); and

WHEREAS, District owns certain real property within the County of San Mateo, State of California, identified as Santa Mateo County Assessor Parcel Number 050-470-090 (hereinafter, the "**District Property**"); and

WHEREAS, PG&E possesses a revocable permit issued by the San Francisco Water Department on August 30, 1948 for a high pressure gas line through the District Property; and

WHEREAS, PG&E desires to perfect its rights over District Property by acquiring from District a perpetual, non-exclusive easement through a portion of the District Property for PG&E purposes including transmission of gas through pipelines and associated repair and maintenance of pipelines; and

WHEREAS, District currently possesses a right of way easement over Mt Umunhum Road as it crosses PG&E's Property for purposes of "a perpetual joint use right of way and easement for construction, maintenance, operation and improvement of a road" recorded March 25, 1957 in Book 3758 Page 461 in Santa Clara County; and

WHEREAS, District desires to expand its rights over Mt Umunhum Road by acquiring from PG&E a perpetual, non-exclusive easement through a portion of PG&E's Property for District purposes including general public access, drainage, operation, patrol, maintenance, repair, replacement and emergency access; and

WHEREAS, District also desires to acquire from PG&E a perpetual, non-exclusive public trail easement through a portion of PG&E's Property for District purposes including general public access, drainage, operation, patrol, maintenance, repair, replacement and emergency access; and

WHEREAS, PG&E and District desire to exchange and transfer certain real property interests as set forth in this Agreement and such exchange shall be conditional on approval by the California Public Utilities Commission ("**CPUC**"); and

WHEREAS, District has determined that said exchange of interests in real property is of equal or greater value to the public and, said exchange has been determined to be in accordance with District's enabling legislation set out at Section 5540.5 of the Public Resources Code of the State of California.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is mutually agreed and understood as follows:

1. EXCHANGE OF REAL PROPERTY INTERESTS AGREEMENT. PG&E and District agree to the following exchanges and transfer of real property interests, to be effective as of the Closing (defined below):

- a. PG&E Pipeline Easement: District shall grant a non-exclusive pipeline easement (hereinafter "Pipeline Easement") over a portion of the District Property as outlined in Exhibit A, attached hereto and made a part hereof. PG&E shall be responsible for all necessary survey work (legal description and plat map), and recording costs associated with the Pipeline Easement.
- b. Mt Umunhum Road and Woods Trail Easement: PG&E shall grant a non-exclusive public access easement (hereinafter "Easement Agreement") over a portion of the PG&E Property as outlined in Exhibit B, attached hereto and made a part hereof. District shall be responsible for all necessary survey work (legal description and plat map), and recording costs associated with the Easement Agreement.

The Agreement shall be conditioned on approval by the CPUC subject to the statutory process set forth in the California Public Utilities Code. If the CPUC does not approve the exchange, (including exhaustion of all administrative appeals or remedies before the CPUC) this Agreement shall automatically terminate.

2. REPRESENTATIONS AND WARRANTIES. For the purpose of consummating the exchange of interests in real property contemplated herein, each party makes the following representations and warranties to the other party, each of which is material, is being relied upon by the Parties, and shall survive the recording of the property rights being exchanged and conveyed herein.

- a. Authority. Upon approval by the CPUC, the Parties have the full right, power and authority to enter into this Agreement and to perform the transactions contemplated hereunder.
- b. Valid and Binding Agreements. This Agreement and all other documents delivered by the Parties have been or will be duly authorized and executed, and are legal, valid and binding obligations of the Parties to complete this exchange and conveyance of real property.

3. TIMING. The Parties shall exchange fully executed and recordable easements within thirty (30) days of CPUC approval of the exchange. PG&E shall notify District in writing upon receiving CPUC approval. PG&E shall be responsible for recording the Pipeline Easement and District shall be responsible for recording the Access Easement.

4. "AS-IS" CONVEYANCE. Both Parties are acquiring the respective real property interests on an "As-Is" basis, without warranties, express or implied, regarding the physical condition of the properties to be exchanged. Both Parties shall rely on their own inspections of the condition of the respective properties.

5. MISCELLANEOUS PROVISIONS.

- a. Choice of Law. The laws of the State of California, regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties.
- b. Amendment. The Parties hereto may by mutual written agreement amend this Agreement in any respect.
- c. Rights Cumulative. Each and all of the various rights, powers and remedies of the Parties shall be considered to be cumulative with and in addition to any other rights, powers and remedies which the Parties may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy shall neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.
- d. Notice. Whenever any Party hereto desires or is required to give any notice, demand, or request with respect to this Agreement, each such communication shall be in writing and shall be deemed to have been validly served, given or delivered at the time stated below if deposited in the United States mail, registered or certified and return receipt requested, with proper postage prepaid, or if delivered by Federal Express or other private messenger, courier or other delivery service and addressed as indicated as follows:

PG&E: Pacific Gas and Electric Company
Attention: Land Agent
6111 Bollinger Canyon Road
San Ramon, CA 94583

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, California 94120
Attention Director & Counsel, Contracts Section (Real Estate)

District: Midpeninsula Regional Open Space District
Attn: Real Estate Manager

330 Distel Circle
Los Altos, CA 94022-1404
TEL: (650) 691-1200
FAX: (650) 691-0485

Service of any such communication made only by mail shall be deemed complete on the date of actual delivery as indicated by the addressee's registry or certification receipt or at the expiration of the third (3rd) business day after the date of mailing, whichever is earlier in time. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or a different person to whom such notices or demands are thereafter to be addressed or delivered. Nothing contained in this Agreement shall excuse either Party from giving oral notice to the other when prompt notification is appropriate, but any oral notice given shall not satisfy the requirements provided in this Section.

- e. Severability. If any of the provisions of this Agreement are held to be void or unenforceable by or as a result of a determination of any court of competent jurisdiction, the decision of which is binding upon the parties, the Parties agree that such determination shall not result in the nullity or unenforceability of the remaining portions of this Agreement. The Parties further agree to replace such void or unenforceable provisions, which will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provisions.
- f. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed as an original, and when executed, separately or together, shall constitute a single original instrument, effective in the same manner as if the parties had executed one and the same instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- g. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.
- h. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement; it embodies the entire agreement and understanding between the Parties hereto; it constitutes a complete and exclusive statement of the terms and conditions thereof, and it supersedes any and all prior correspondence, conversations, negotiations, agreements or understandings relating to the same subject matter.
- i. Time of the Essence. Time is of the essence of each provision of this Agreement in which time is an element.
- j. Survival of Covenants. All covenants of District or PG&E which are expressly intended hereunder to be performed in whole or in part after the Closing, including but not limited to the covenants set out herein, and all representations and warranties by either Party to the other, shall survive the Closing and be binding upon and inure

to the benefit of the respective Parties hereto and their respective heirs, successors and permitted assigns.

- k. Terms Run with the Land. The terms, covenants and conditions set out in this Agreement shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto pursuant to California Civil Code Section 1468.
- l. Assignment. Except as expressly permitted herein, neither Party to this Agreement shall assign its rights or obligations under this Agreement to any third party without the prior written approval of the other Party.
- m. Further Documents and Acts. Each of the Parties hereto agrees to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions described and contemplated under this Agreement.
- n. Captions. Captions are provided herein for convenience only and they form no part of this Agreement and are not to serve as a basis for interpretation or construction of this Agreement, nor as evidence of the intention of the Parties hereto.
- o. Pronouns and Gender. In this Agreement, if it be appropriate, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all other genders as appropriate.
- p. Inconsistencies. In the event of any inconsistencies between the provisions of this Agreement and the terms of the various agreements set forth in Exhibits A through F, inclusive, the terms of the latter shall prevail.
- q. Recordation. District may, at its sole expense, record a Memorandum of this Agreement in the County of Santa Clara.

Space intentionally left blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Midpeninsula Regional Open Space District,
a Special District of the State of California

By: _____


Ana M. Ruiz, General Manager

Its: _____

ATTEST


Jennifer Woodworth, District Clerk

Date: 9-11-19

APPROVE AS TO FORM:


Hilary Stevenson, General Counsel

List of Attachments

Exhibit A – Pipeline Easement

Exhibit B – Easement Agreement

EXHIBIT A
Pipeline Easement

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

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2305-04-2222

EASEMENT DEED

2017264 (- -) 08 17 1
L-147 Pipe Line Esmt.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a public district

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grant(s) to Grantee the right at any time, and from time to time, to excavate for, install, reconstruct, replace (of the initial or any other size), maintain and use such pipe lines as Grantee shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, and above ground appliances, fixtures and appurtenances, as Grantee shall from time to time elect for internal communication purposes, together with the rights to energize same and adequate protection therefor, and also a right of way, on, over, under and across the hereinafter described easement area lying within Grantor's lands which are situate in the County of San Mateo, State of California, and are described in Exhibit "A" ("Easement Area") attached hereto and made a part hereof ("Agreement"):

(APN 050-470-090)

The aforesaid Easement Area is described in Exhibit "A" and shown on Exhibit "B" both of which are attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right, from time to time, to trim or to cut down without additional compensation any and all trees, roots, shrubs, brush, vines and other vegetation, crops and to remove any associated supporting structures now or hereafter within the Easement Area, after providing reasonable advance written notice to Grantor.

(b) the right of ingress to and egress from the Easement Area over and across said lands by means of existing roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided Grantee shall provide reasonable compensation for damage caused by its exercising of this right and that such right of ingress and egress shall not extend to any portion of said lands which is isolated from the Easement Area by any public road or highway, now crossing or hereafter crossing said lands;

(c) the right to use such portion of said lands contiguous to the Easement Area as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the facilities;

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

(e) the right to mark the location of the Easement Area and pipe lines by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement Area.

Grantee hereby covenants and agrees:

(a) not to fence the Easement Area;

(b) to promptly backfill any excavations made by it on the Easement Area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its employees, agents, contractors, consultants, or invitees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the Easement Area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, however, Grantor shall only plant ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity within the Easement Area.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, or store fluid or flammable substances; drill or operate any well, construct any reservoir or other obstruction within the Easement Area; or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor shall not convey any rights to a third party or commence any construction within the Easement Area without the express written approval by Grantee's Land Management, Manager, which approval shall not be unreasonably withheld. Grantor shall submit copies of plans for Grantee's approval for any new construction (surface or subsurface) within the easement a minimum of thirty (30) days prior to requested use. Please refer to section 7 below regarding notifications. New construction shall not commence until such time that Grantee approves the plans or, in the absence of a response from Grantee, until sixty (60) days after Grantor has provided notice to Grantee.

Grantee shall have the right to assign this easement for the same uses as described herein.

In addition, Grantor and Grantee agree as follows:

1. Limitations on Use. The Easement Area and any facilities permitted to be constructed thereon are to be used by Grantee only for those uses permitted in granting clause, and for no other purpose.

2. Condition of Easement Area. Grantee accepts the Easement Area in its existing physical condition, without warranty by Grantor or any duty or obligation on the part of Grantor to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("EMFs");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) 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, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) 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 import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority 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

(3) the presence of which on the Grantor Property poses or threatens to pose a hazard to the health or safety of persons on or about the Grantor Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls (“PCBs”) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public (“Grantee’s Representatives”) from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the

Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

3. Grantee's Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to Grantor, such facilities and improvements ("Improvements") as may be necessary and appropriate for Grantee's permitted use, as specified in Section **Error! Reference source not found.** Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Grantee shall obtain Grantor's prior written consent before constructing improvements, which shall not be unreasonably withheld. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantee shall promptly notify Grantor of any and all proposed mitigation measures that may affect Grantor or the Property. If Grantor determines in good faith that any such mitigation measures may adversely affect Grantor or the Property, or impose limitations on Grantor's ability to use the Property, then Grantor shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revert in Grantor, unless within sixty (60) days following delivery of such notice, Grantee gives notice to Grantor by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, Grantor and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that Grantor's review of Grantee's Plans is solely for the purpose of protecting Grantor's interests, and shall not be deemed to create any liability of any kind on the part of Grantor, or to constitute a representation on the part of Grantor or any person consulted by Grantor in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements.

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) 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, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the ; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the (collectively, "Legal Requirements"), regardless of when they become effective, insofar as they relate to the use or occupancy of the by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by Grantor. The judgment of any court of competent jurisdiction,

or the admission of Grantee in any action or proceeding against Grantee, whether or not Grantor is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the , shall be conclusive of that fact as between Grantor and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify Grantor in writing of any investigation, order or enforcement proceeding which in any way relates to the Grantor Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Grantor's property, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Grantor's property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Grantor's property and Easement Area, and shall immediately notify Grantor and the appropriate regulatory authorities where required by law, of any such release. If Grantor determines that Grantee's activities in any way endanger the Grantor's property, the environment, or human health and safety, Grantor may, in Grantor's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to Grantor's satisfaction. Grantee shall hold Grantor harmless from any claims resulting from any delay under this paragraph. Grantor's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(e) Maintenance. Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(f) Repairing Damage. Grantee agrees to repair any damage it may cause to Grantor's facilities and improvements in or around said Easement Area and Grantor agrees to repair any damage it may cause to Grantee's Improvements;

(g) Coordination. Grantee agrees to coordinate all activities regarding the easement granted herein to reasonably minimize any interference and inconvenience with the use by Grantor of the Easement Area and Grantor's adjoining lands, and;

(h) Grantor Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within thirty (30) days following notice from Grantor (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), Grantor may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency

or such failure on the part of Grantee. All costs incurred by Grantor in responding to or remedying such failure by Grantee shall be payable by Grantee to Grantor on demand.

4. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, and its respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from Grantor shall defend such action or proceeding at Grantee's sole expense by counsel approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Area or the surrounding Grantor's property, or any of the activities of Grantee and Grantee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee's use of the Easement Area and Grantor's property shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. Grantor shall not be liable to Grantee for, and Grantee hereby waives and releases Grantor and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about

the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area or Grantor's property.

The provisions of this Section 4 shall survive the termination of this Agreement.

5. Additional Facilities. Grantee shall not install any additional significant facilities or improvements in, on, under or over the Easement Area without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion. Grantee shall submit plans for installation of any proposed additional significant facilities within the Easement Area to Grantor for its written approval at the address specified in Section 7.

6. Reserved Rights. Grantee acknowledges that Easement Area crosses Grantor's Pulgas Ridge Open Space Preserve that such preserve is open for public recreational use and that Grantor reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities, including all current uses associated with the Pulgas Ridge Open Space Preserve as shown in Exhibit "C". Without limiting the generality of the foregoing:

(a) Grantor reserves the right to make use the Easement Area for such purposes as it may deem necessary or appropriate if and whenever, in the interest of its service to the public, it shall appear necessary or desirable to do so.

(b) Grantee acknowledges that Grantor may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by Grantor that there are no such other rights.

(c) Grantee shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, or Grantor's adjacent property, by Grantor or others entitled to use such property.

7. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to Grantee:

Pacific Gas and Electric Company
Attention: Land Agent
111 Almaden Blvd, 8th Floor
San Jose, CA 95113

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, California 94120
Attention Director & Counsel, Contracts Section (Real Estate)

If to Grantor:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 95008
Attention: Real Property Manager

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 land.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

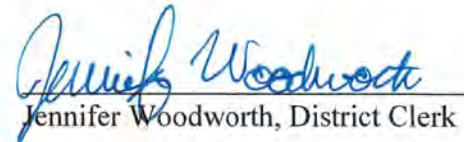
Midpeninsula Regional Open Space District,
a Special District of the State of California

By: _____


Ana M. Ruiz, General Manager

Its: _____

ATTEST


Jennifer Woodworth, District Clerk

Date: 9-11-19

APPROVE AS TO FORM:


Hilary Stevenson, General Counsel

Exhibits, A, B, and C attached

Attach to LD

AREA 1

Land Service Office: San Ramon

Operating Department: Gas Transmission

USGS location: T.5S. R.4W. SEC. 22 & 27, MDB&M

FERC License Number(s): N/A

PG&E Drawing Number(s): B3882 Sht.1, 381517 Sht. 11

PLAT NO. 3278-G2, -G3, -H2

LD of any affected documents: 2305-04-0192

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 5, 6, 52

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed)

Order # or PM #: 42194745

JCN: N/A

County: San Mateo

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision N/A

Prepared By: M8C6

Checked By: T1K1

Approved By: LMHR

ACKNOWLEDGMENT

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

State of California

County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LD 2305-04-2222

2017264 (- -) 08 17 1

Line 147 Pipe Line Easement

Midpeninsula Reg. Open Space Dist.

(APN 050-470-090) Pulgas Ridge Open Space Preserve

EXHIBIT "A"

LANDS:

All of that certain real property conveyed in the deed from the City and County of San Francisco, to Midpeninsula Regional Open Space District, dated June 9, 1983 and recorded June 10, 1983 as Document Number 83-057476, San Mateo County Records, State of California.

EASEMENT:

A portion of the above described lands, lying in the County of San Mateo, State of California, more particularly described as follows:

A strip of land of the uniform width of 50 feet, extending southwesterly from the general northeasterly line of said Parcel "A" to the northerly right-of-way line of State Route I-280 (Junipero Serra Freeway) as shown on that certain Right-of-Way Map entitled "Edgewood Road - County Road No. 24" being sheet 1 of 5 and dated April 1989, San Mateo County Department of Public Works, and lying 25 feet on each side of the line described as follows:

Commencing at the found standard street monument marking the intersection of Crestview Drive and Bow Drive as shown upon that certain Map entitled "Brittan Heights Unit No. 3" filed for record May 27, 1971 in Volume 72 of Maps at Pages 14 through 17, San Mateo County Records, State of California, from which the found standard street monument marking the northerly terminus of the line having a bearing of South 18°30'00" West, also being the centerline of Crestview Drive, bears North 13°41'20" East 543.82 feet; thence

- a) South 76°06'05" East 765.27 feet to a point in the northeasterly line of said Parcel "A" and the **Point of Beginning**; thence
 - 1) South 71°50'51" West 121.12 feet; thence
 - 2) South 58°52'50" West 542.17 feet; thence
 - 3) South 56°34'05" West 376.99 feet; thence
 - 4) South 52°05'53" West 193.07 feet; thence
 - 5) South 41°33'00" West 513.55 feet; thence
 - 6) South 22°11'59" West 399.62 feet; thence
 - 7) South 31°51'31" West 218.32 feet; thence

LD 2305-04-2222

2017264 (- -) 08 17 1

Line 147 Pipe Line Easement

Midpeninsula Reg. Open Space Dist.

(APN 050-470-090) Pulgas Ridge Open Space Preserve

- 8) South $81^{\circ}01'40''$ West 226.47 feet; thence
- 9) South $20^{\circ}05'31''$ West 756.20 feet to said northerly right-of-way line of State Route I- 280 (Junipero Serra Freeway).; being a portion of Sections 22 & 27, Township 5 South, Range 4 West, M.D.B. & M.

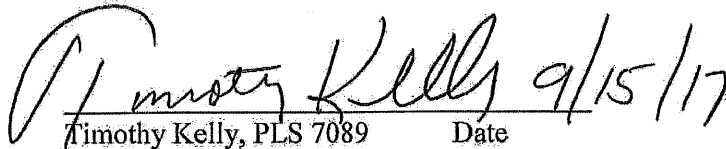
Containing 167,375 square feet (3.842 acres) of land, more or less.

End of Description

The foregoing description is based on a survey made by Grantee in May, 2017. The bearings used in the foregoing description are on the California Coordinate System (CCS83), Zone 3 and are based on Global Positioning System (GPS) observations. The bearing of the line between the two found standard street monuments marking the centerline of said Crestview Drive shown on the attached hereto Exhibit "B", as established by these GPS observations, is North $13^{\circ}41'20''$ East. The distances used in the foregoing description are grid distances. Multiply distances by 1.00008182 to obtain ground distances. All units are U.S. Survey Feet.

Prepared by:

Pacific Gas and Electric Company


Timothy Kelly, PLS 7089 Date



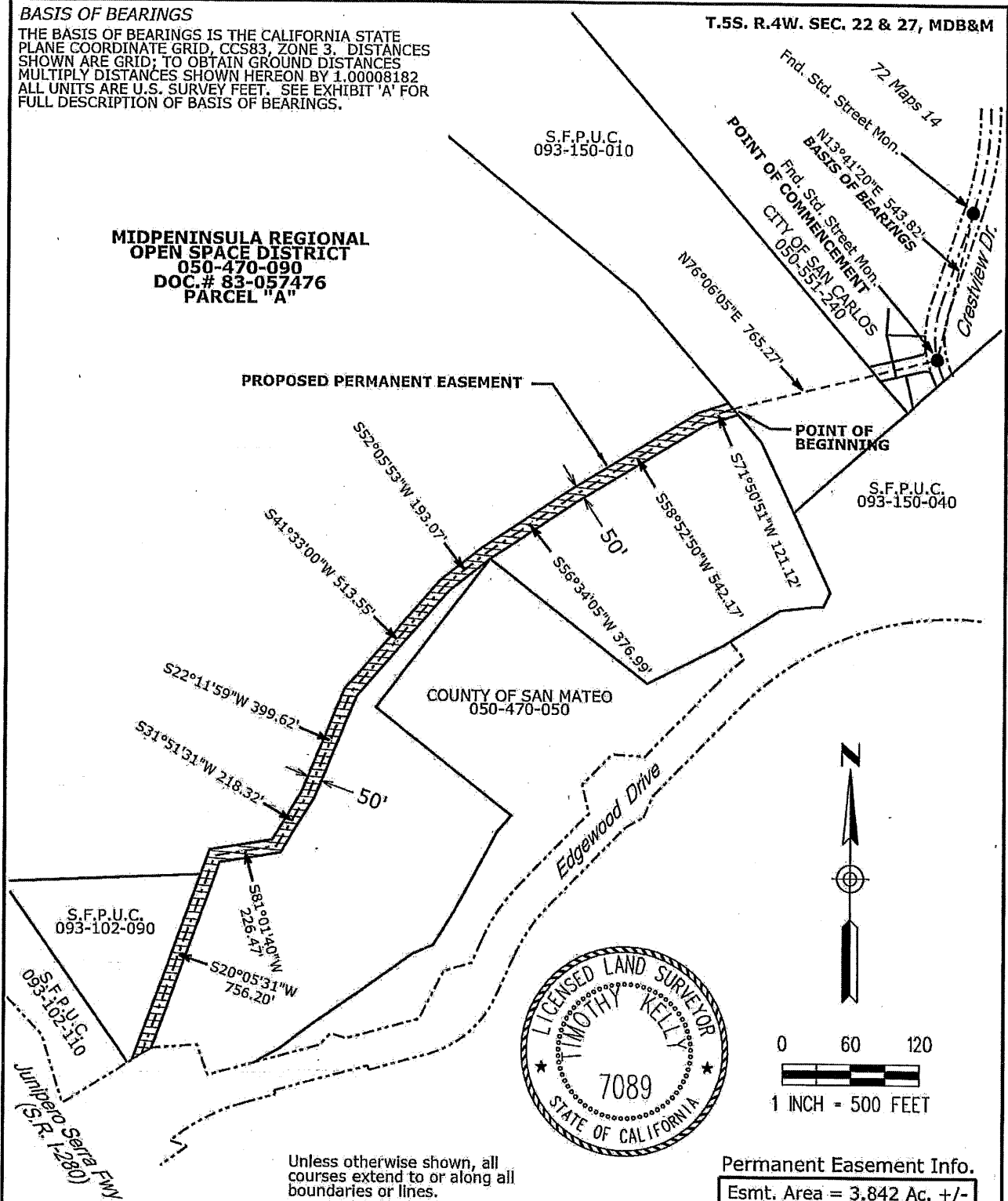
BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE CALIFORNIA STATE PLANE COORDINATE GRID, CCS83, ZONE 3. DISTANCES SHOWN ARE GRID; TO OBTAIN GROUND DISTANCES MULTIPLY DISTANCES SHOWN HEREON BY 1.00008182. ALL UNITS ARE U.S. SURVEY FEET. SEE EXHIBIT 'A' FOR FULL DESCRIPTION OF BASIS OF BEARINGS.

T.5S. R.4W. SEC. 22 & 27, MDB&M

**MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT**
050-470-090
DOC.# 83-057476
PARCEL "A"

PROPOSED PERMANENT EASEMENT



Unless otherwise shown, all courses extend to or along all boundaries or lines.

Permanent Easement Info.
Esmt. Area = 3.842 Ac. +/-

LD 2305-04-2222

AUTHORIZATION
42194745

BY M. CARTER
DR M. CARTER
CH T. KELLY
O.K.
DATE 08/09/2017

EXHIBIT "B"

**GAS PIPE LINE L-147 (C-453)
PROPOSED PERMANENT EASEMENT
MIDPENINSULA REGIONAL OPEN SPACE DIST.
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California**



JCN	
AREA	
COUNTY	SAN MATEO
SCALE	1" = 500'
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE
L-	



Pulgas Ridge Open Space Preserve

For More Information
 Visit www.openspace.org
 or call (650) 691-1200

EXHIBIT C

EXHIBIT B
Easement Agreement

Grant of Easement to Agency (Road) REV 04/2015

Mt. Umunhum –Road Easement and
Trail Easement
RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, California 94022-1404
Attn: Real Property Manager

LD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND TAXATION
CODE SECTION 11922

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103, 27383 & 27388

A portion of APN 583-24-004

EASEMENT AGREEMENT

(Mt Umunhum Road and Woods Trail Easement to Midpeninsula Regional Open Space District)

This Public Access, Construction, Patrol and Maintenance Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 20____ (the “**Effective Date**”) by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code, hereinafter called “**District**.”

RECITALS

A. PG&E owns certain real property within the County of Santa Clara, State of California, and more particularly described in **Exhibit A**, attached hereto and made a part hereof, State Board of Equalization Number 135-43-070-3 and Santa Clara County Assessor Number 583-24-004 (hereinafter, the “**Property**”).

B. District is the owner of certain real property situated in the County of Santa Clara, which is immediately adjacent to the PG&E Property and is commonly known as the Sierra Azul Open Space Preserve, as it currently exists or may be expanded in the future, as generally depicted in **Exhibit B** attached hereto and incorporated herein by this reference (the “**District Preserve**”).

C. District currently possesses a right of way easement over Mt Umunhum Road as it crosses PG&E’s Property for purposes of “a perpetual joint use right of way and easement for

construction, maintenance, operation and improvement of a road" recorded March 25, 1957 in Book 3758 Page 461 in Santa Clara County.

D. District desires to expand its rights over Mt Umunhum Road by acquiring from PG&E a perpetual, non-exclusive easement in, over, along, and through a portion of PG&E's Property for District purposes including general public access, drainage, operation, patrol, maintenance, repair, replacement and emergency access, as more particularly described in this Agreement.

E. District also desires to acquire from PG&E a perpetual, non-exclusive public trail easement in, over, along, and through a portion of PG&E's Property for District purposes including general public access, drainage, operation, patrol, maintenance, repair, replacement and emergency access, as more particularly described in this Agreement.

F. PG&E is willing to grant such Easement on the terms and subject to the conditions set forth herein.

Now, therefore, PG&E and District agree as follows:

1. Grant of Easement: PG&E hereby grants to District, upon the terms and conditions set forth in this Agreement, the following easement defined by three strips:

(a) Strip 1 - Mt Umunhum Roadway. PG&E hereby grants to District a perpetual, non-exclusive easement and the right to operate, repair, replace, maintain, patrol a roadway commonly known as Mt. Umunhum Road as appurtenant to the District Preserve for general public use including vehicular driving, hiking, bicycling, equestrian, and emergency access, together with the right to install, operate, and maintain drainage, public access and safety improvements on, along, and through a portion of PG&E's Property. A legal description and plat map of Strip 1 is included in Exhibit C attached hereto and incorporated by this reference.

(b) Strip 2 & 3 - Woods Trail. PG&E hereby grants to District a perpetual, non-exclusive easement and the right for District vehicle access to operate, repair, maintain, patrol and install drainage, public access and safety improvements over an existing trail commonly known as Woods Trail as appurtenant to the District Preserve as it currently exists for general public use including hiking, bicycling, equestrian, and emergency access, and other related uses in, on, over, along, and through a portion of PG&E's Property. A legal description and plat map of Strips 2 & 3 is included in Exhibit D attached hereto and incorporated by this reference.

(c) Strips 1, 2, & 3 will collectively hereinafter be referred to as the "**Easement Area**".

(d) For future construction, repair or maintenance of the Easement Area, PG&E shall provide District and/or its contractor with reasonable access to the portions of PG&E's Property immediately adjacent to the Easement Area, without further consideration paid.

2. Limitations on Use.

(a) PG&E reserves the right to restrict access to the Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E utility facilities ("PG&E Facilities") within or in the vicinity of the Easement Area, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(b) District shall not erect or construct any building or other structure other than the public access and safety improvements ("**Improvements**") described in Strip 1, 2, & 3 specifically authorized by this Agreement, nor shall District drill or operate any well, within five (5) feet of any of PG&E's Facilities within the Easement Area.

3. Condition of Easement Area. District accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. District acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) 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, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) 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 import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the

California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority 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

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

District shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public ("**District's Representatives**") from risks of harm from Potential Environmental Hazards. District acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. District's Covenants. District hereby covenants and agrees:

(a) Construction of Improvements. District agrees to construct and install, at no cost to PG&E, such Improvements described in Strips 1, 2, and 3 as may be necessary and appropriate for District's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E, and shall comply with all Legal Requirements, as defined below in Section 4(b). Before commencing construction of any Improvements, District shall obtain all permits, authorizations or other approvals, at District's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, District shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at District's sole expense, any

and all mitigation measures under CEQA that may apply to District's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of District's proposed Improvements. District shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 8, then PG&E shall have the right, without liability to District, to give notice of termination of this Agreement to District, whereupon this Agreement and the rights granted to District shall terminate and revert in PG&E, unless within sixty (60) days following delivery of such notice, District gives notice to PG&E by which District agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and District shall each be released from all obligations under this Agreement, except those which expressly survive termination. District acknowledges and agrees that PG&E's review of District's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. District shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "CPUC");

(b) Compliance with Laws. District shall, at its sole cost and expense, promptly comply with (a) 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, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to District's use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which District has notice, which may be applicable to the Easement Area (collectively, "**Legal Requirements**"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Area by District. District shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of District in any action or proceeding against District, whether or not PG&E is a party in such action or proceeding, that District has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and District.

(c) Notice of Enforcement Proceedings. District agrees to notify PG&E in writing of any investigation, order or enforcement proceeding which in any way relates to the PG&E Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. District agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall

include, but not be limited to, any activity by District that places any of PG&E's Facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. District shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. District shall not drill, bore, or excavate within thirty (30) feet of any of PG&E Facilities, including, but not limited to, gas pipelines, valves, regulators, electric conduits, tower footings or foundations. District shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist District with locating any and all underground PG&E Facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. District agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Property, PG&E Facilities, the environment and human health and safety. District shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. District shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with District's use of the Property, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that District's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that District halt such activities until appropriate protective measures are taken to PG&E's satisfaction. District shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter District's insurance or indemnity obligations under this Agreement, nor shall it relieve District from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Maintenance. District agrees to maintain its Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) Repairing Damage. District agrees to repair any damage it may cause to PG&E's facilities and improvements in or around said Easement Area

(h) Coordination. District agrees to coordinate all activities regarding the Easement granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands, and;

(i) PG&E Right to Cure. District agrees that if District fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within thirty (30) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing District from any of its obligations)

perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of District. All costs incurred by PG&E in responding to or remedying such failure by District shall be payable by District to PG&E on demand.

5. Indemnification; Release.

(a) District shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an “**Indemnatee**” and collectively, “**Indemnitees**”) from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), which arise from or are in any way connected with the occupancy or use of the Easement Area by District or District’s Representatives, or the exercise by District of its rights hereunder, or the performance of, or failure to perform, District’s duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or District (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, District or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnatee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnatee. Without limiting the generality of the foregoing, District shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, District. In the event any action or proceeding is brought against any Indemnatee for any Claim against which District is obligated to indemnify or provide a defense hereunder, District upon written notice from PG&E shall defend such action or proceeding at District’s sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) District acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with District’s use or occupancy of the Easement Area or the surrounding Property, or any of the activities of District and District’s Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys’ fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) District’s use of the Property shall be at its sole risk and expense. District accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to District for, and District hereby waives and releases PG&E and the other Indemnitees from, any

and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area.

District shall indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of District or any of its contractors or subcontractors, to comply with the insurance requirements set forth in Exhibit E, attached hereto and made a part hereof.

(d) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Improvements. District shall not install any additional facilities or improvements in, on, under or over the Easement Area, except those Improvements described above in Section 4(a), without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. District shall submit plans for installation of any proposed additional Improvements within the Easement Area to PG&E for its written approval at the address specified in Section 12.

7. Abandonment; Termination. In the event District abandons the use of said Easement Area hereunder, this Agreement shall terminate and all of the easements and other rights of District hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside District's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, District shall remove, at no cost to PG&E, such of District's Improvements and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, District shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. Reserved Rights. PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with District's Improvements. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary to do so. PG&E shall minimize the impact to District of these uses and shall not unreasonably interfere with District activities within the Easement area.

(b) District acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are

no such other rights. PG&E shall not grant rights to others which unreasonably interfere with District's use of the Easement unless required for an emergency as described herein.

(c) District shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, the Property, or PG&E's adjacent property, by PG&E or others entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112E (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and District shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by District), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). District further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and District hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (☐ Advice Letter _____), in like manner as though said provisions were set forth in full herein.

10. Compliance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm District's compliance with Legal Requirements and the provisions of this Agreement.

Prior to the Effective Date of this Agreement, District shall procure, and thereafter District shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of District and District's Representatives on or about the Easement Area, the insurance specified in Exhibit E, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. For so long as District is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then District may elect to self-insure for any or all of the required coverage. If District is permitted to self-insure hereunder and elects to do so, District shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by District from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, District shall act with the same promptness and subject to the

same standards of good faith as would apply to a third party insurance company. District is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that District, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of District, provided the coverages and limits required by District are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by District may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

11. Mechanics' Liens. District shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by District or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or Improvements set forth in this Agreement, District shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

12. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Pacific Gas and Electric Company
Attention: Land Agent
6111 Bollinger Canyon Road
San Ramon, CA 94583

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, California 94120
Attention Director & Counsel, Contracts Section (Real Estate)

If to District:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attention: Real Property Manager

13. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

14. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16). No assignment or delegation by District, whether by operation of law or otherwise, shall relieve District of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

16. Assignment. District shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of a proposed transfer or dedication to a governmental agency. District acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Area, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). District further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. 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. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys or District's in-house attorneys who perform services in connection with any such action shall be 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 PG&E's Law Department.

18. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

19. No Offsets. District acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and District under this Agreement. Further, District covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and District relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

20. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including District, to make any use whatsoever of the Easement Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

21. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

22. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

25. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

26. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Midpeninsula Regional Open Space District,
a Special District of the State of California

By: _____

Ana M Ruiz, General Manager

Its: _____

ATTEST

Jennifer Woodworth, District Clerk

Date: _____

APPROVE AS TO FORM:

Hilary Stevenson, General Counsel

Exhibits A, B C, D and E attached

The Area, Region or Location (operating area)
Land Service Office
Operating Department
USGS location (MERIDIAN and T, R, S, & QQ)
FERC License Number(s):
PG&E Drawing Number(s):
PLAT NO.
LD of any affected documents:
LD of any Cross-referenced documents:
TYPE OF INTEREST:
SBE Parcel Number:
(For Quitclaims, % being quitclaimed)
Order # or PM #:
JCN:
County:
Utility Notice Numbers:
851 Approval Application No. _____ Decision _____
Prepared By:
Checked By:
Approved By: Initials of Senior Land Agent
Revision Number:

ACKNOWLEDGMENT

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

State of California

County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

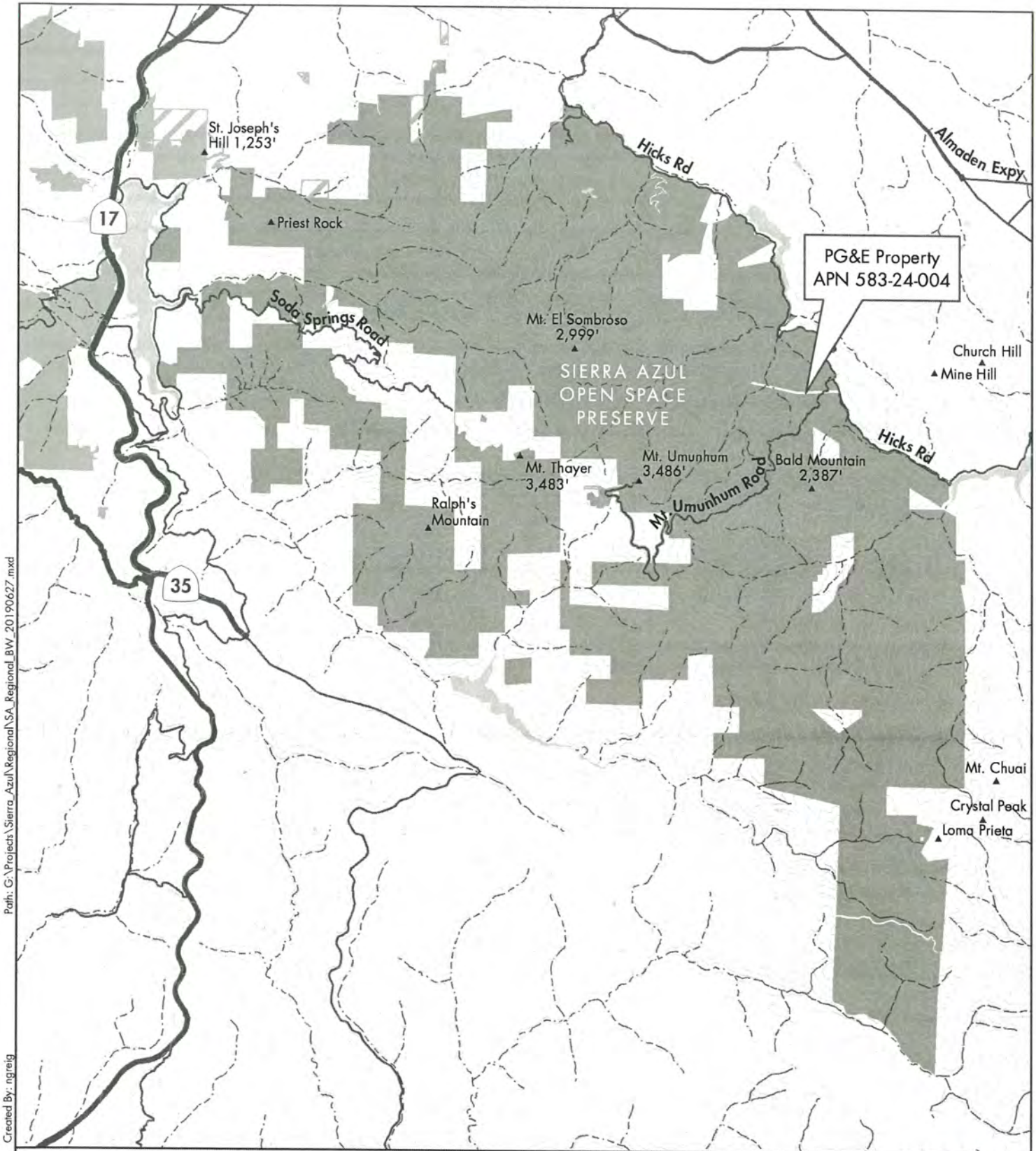
Exhibit A
PG&E Property

JOAN LEE SHARP and RONALD E. SHARP, wife and husband, hereinafter called first parties, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, that certain real property, situate in the County of Santa Clara, State of California, described as follows:

A strip of land of the uniform width of 120 feet extending entirely across the parcel of land described and designated PARCEL NO. 1 in the deed from Alice A. Lee to Joan Lee Sharp dated September 23, 1964 and recorded in the office of the County Recorder of said County of Santa Clara in Book 6676 of Official Records at page 519 and lying equally on each side of the line which begins at a point in the northwesterly boundary line of said parcel of land designated PARCEL NO. 1 and runs thence south $77^{\circ} 50\frac{1}{2}'$ east 2625 feet, more or less, to a point herein for convenience called Point "A"; thence north $87^{\circ} 01\frac{1}{2}'$ east 5000 feet, more or less, to a point in the northeasterly boundary line of said parcel of land designated PARCEL NO. 1; said Point "A" bears south $65^{\circ} 11'$ east 8506.6 feet distant from the $2\frac{1}{2}$ inch brass cap (marked Lindeman, Lean, Peckham, El Encino P.S.J. #11) marking the southeasterly terminus of a course in the westerly boundary line of the 121 acre parcel of land described in the deed from Herbert E. Jones and wife to Francis H. Tucker and wife dated March 1, 1940 and recorded in the office of said County Recorder in Book 977 of Official Records at page 55, which course, according to the description contained in said deed dated March 1, 1940, has a bearing of S. $10^{\circ} 45'$ E. and a length of 665 feet; containing 21.006 acres, more or less, and being a portion of the Pueblo Lands of San Jose. *7/24/64*

First parties further grant to second party the right of ingress to and egress from said real property over and across the adjacent lands of first parties 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 first parties;

EXHIBIT B



Path: G:\Projects\Sierra_Azul\Regional\SA_Regional_BW_20190627.mxd
Created By: ngreig

Sierra Azul Exhibit B

- Sierra Azul OSP
- Other Midpen Preserve
- Road
- Stream



Midpeninsula Regional
Open Space District
(Midpen)
6/27/2019



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

LEGAL DESCRIPTION
EXHIBIT 'C'
Strip 1-Mt. Umunhum Roadway

All that certain real property situate in the Unincorporated Area of County of Santa Clara, State of California, being a portion of that certain parcel of land described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County, being a portion of the Pueblo Lands of San Jose, more particularly described as follows:

Being a strip of land of the uniform width of 60.00 feet, lying 30.00 feet on each side of the following described centerline:

BEGINNING at a point on the northerly line of said Pacific Gas and Electric Company lands, from which a found 2-1/4" brass disk with punch stamped "COUNTY OF SANTA CLARA ROAD COMM" at the southeasterly terminus of the course shown as "N 36° 19' 33" W 429.04" on the Record of Survey map filed on June 27, 1984 in Book 530 of Maps at Pages 47 through 50, said Santa Clara County records bears North 79° 46' 55" East, 530.45 feet, said point of beginning being the beginning of a non-tangent curve, concave northwesterly, having a radius of 79.99 feet, from which the radius point bears North 72° 13' 52" West; thence leaving said northerly line, along said centerline, southwesterly, along said curve, through a central angle of 37° 46' 05", for an arc length of 52.73 feet to the beginning of a compound curve, having a radius of 154.99 feet; thence along said curve, through a central angle of 24° 07' 38", for an arc length of 65.27 feet; thence South 79° 39' 52" West, 65.52 feet to the beginning of a tangent curve to the left, having a radius of 250.33 feet; thence along said curve, through a central angle of 21° 32' 31", for an arc length of 94.12 feet to the beginning of a compound curve, having a radius of 139.99 feet; thence along said curve, through a central angle of 12° 06' 53", for an arc length of 29.60 feet to a point on the southerly line of said Pacific Gas and Electric Company lands and the terminus of said centerline.

The sidelines of said strip to be prolonged or shortened so as to terminate northeasterly in the northerly line of said Pacific Gas and Electric Company lands and southwesterly in the southerly line of said Pacific Gas and Electric Company lands.

Containing an area of 18,320 square feet, or 0.421 acres, more or less.

END OF DESCRIPTION

APN: 583-24-004

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2009.0. Multiply herein described distances by 1.000085153 to obtain ground level distances.

SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in March 2018 and is based on a field survey of the lands of the Pacific Gas and Electric Company, as described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County and the existing location of Mt. Umunhum Road.

Kristina D. Comer
Kristina D. Comerer, PLS 6766
Date: March 16, 2018



PLAT TO ACCOMPANY LEGAL DESCRIPTION STRIP 1

MT. UMUNHUM ROAD EASEMENT

SCALE: 1" = 60'

(T. 9 S., R. 1 E., M.D.M.

SW 1/4 OF SE 1/4 S. 4)

PUEBLO LANDS OF SAN JOSE

583-24-006
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

583-24-004
LANDS OF PACIFIC GAS & ELECTRIC COMPANY
DOC. NO. 3552146
(8400 O.R. 654)

STRIP 1
60' WIDE ROADWAY EASEMENT
AREA=18,320 S.F.+/- (0.421 AC.+/-)

SURVEYOR'S STATEMENT

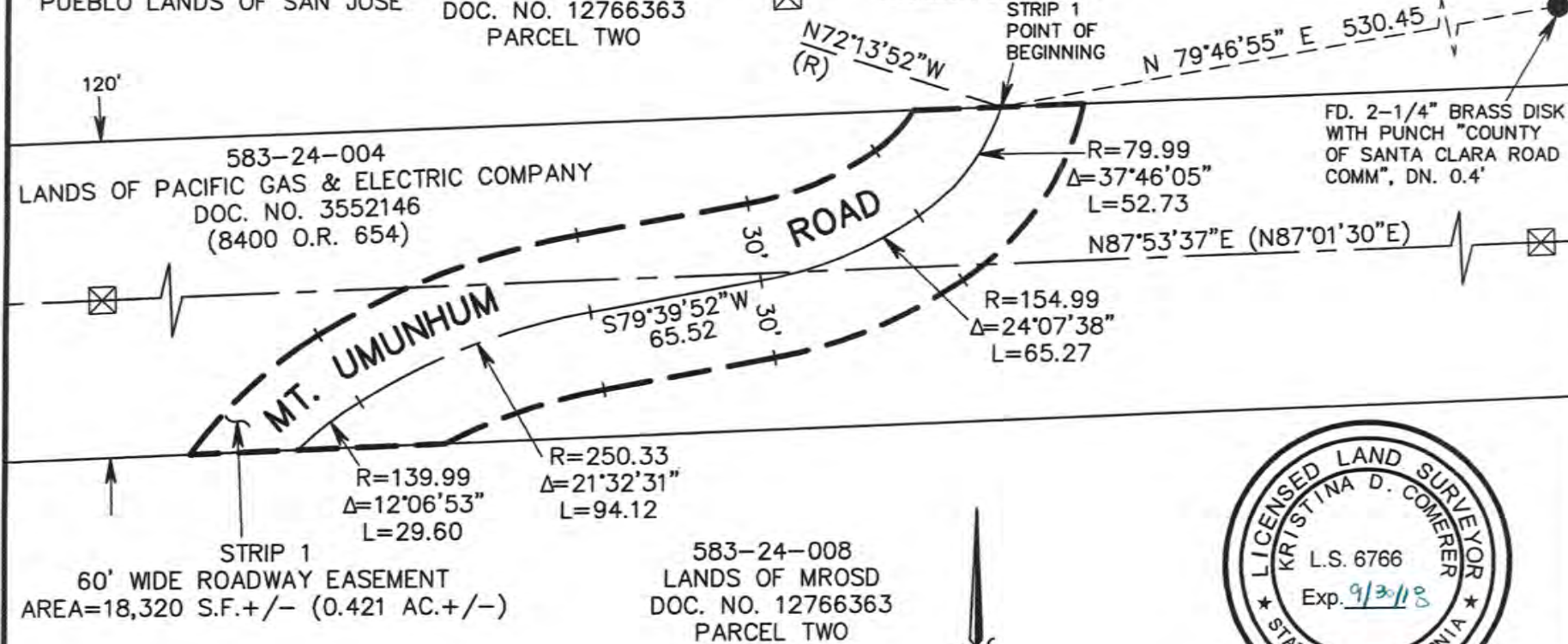
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF ALLEN ISHIBASHI, MROSD IN FEBRUARY 2018.

Kristina D. Comer
KRISTINA D. COMERER, PLS 6766

DATE: Aug. 20, 2018

LEGEND

- FOUND MONUMENT AS NOTED
- TIE LINE FROM MONUMENT
- - - PROPOSED EASEMENT LINE
- CENTERLINE
- MROSD () EXISTING PG&E TOWER
- STRIP 1 POINT OF BEGINNING
- MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
- RECORD BEARING PER DOC. NO. 3552146



CROSS LAND SURVEYING, INC.
2210 MT. PLEASANT ROAD
SAN JOSE, CA 95148
(408) 274-7994
PROJECT NO. 18-01

LEGAL DESCRIPTION
EXHIBIT 'D'
Strip 2 & 3-Woods Trail

All that certain real property situate in the Unincorporated Area of County of Santa Clara, State of California, being a portion of that certain parcel of land described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County, being a portion of the Pueblo Lands of San Jose, more particularly described as follows:

Strip 2

BEGINNING at a point on the northerly line of said Pacific Gas and Electric Company lands, from which a found 2-1/4" brass disk with punch stamped "COUNTY OF SANTA CLARA ROAD COMM" at the southeasterly terminus of the course shown as "N 36° 19' 33" W 429.04" on the Record of Survey map filed on June 27, 1984 in Book 530 of Maps at Pages 47 through 50, said Santa Clara County records bears North 85° 30' 40" East, 1,800.61 feet; thence leaving said northerly line, South 10° 40' 55" East, 41.17 feet to the beginning of a tangent curve to the left, having a radius of 119.60 feet; thence along said curve, through a central angle of 21° 29' 17", for an arc length of 44.85 feet; thence North 53° 56' 14" East, 55.01 feet to the beginning of a tangent curve to the right, having a radius of 149.99 feet; thence along said curve, through a central angle of 44° 23' 42", for an arc length of 116.22 feet; thence South 81° 40' 04" East, 22.67 feet to the beginning of a tangent curve to the left, having a radius of 39.49 feet; thence along said curve, through a central angle of 52° 43' 48", for an arc length of 36.34 feet; thence North 45° 36' 08" East, 34.85 feet to a point on the northerly line of said Pacific Gas and Electric Company lands; thence along said northerly line, North 87° 53' 37" East, 148.61 feet; thence leaving said northerly line, South 45° 36' 08" West, 144.78 feet to the beginning of a tangent curve to the right, having a radius of 139.49 feet; thence along said curve, through a central angle of 16° 38' 19", for an arc length of 40.51 feet to a point on the southerly line of said Pacific Gas and Electric Company lands; thence along said southerly line, South 87° 53' 37" West, 339.88 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 219.60 feet, from which the radius point bears North 61° 39' 02" East; thence leaving said southerly line, northerly, along said curve, through a central angle of 17° 40' 02", for an arc length of 67.71 feet; thence North 10° 40' 55" West, 51.78 feet to the beginning of a tangent curve to the left, having a radius of 52.99 feet; thence along said curve, through a central angle of 04° 52' 13", for an arc length of 4.50 feet to a point on the northerly line of said Pacific Gas and Electric Company lands; thence along said northerly line, North 87° 53' 37" East, 101.32 feet to the **POINT OF BEGINNING**.

Containing and area of 41,928 square feet, or 0.963 acres, more or less.

Strip 3

Being a strip of land of the uniform width of 100.00 feet, lying 50.00 feet on each side of the following described centerline:

BEGINNING at a point on the northerly line of said Pacific Gas and Electric Company lands, from which a found 2-1/4" brass disk with punch stamped "COUNTY OF SANTA CLARA ROAD COMM" at the southeasterly terminus of the course shown as "N 36° 19' 33" W 429.04" on the Record of Survey map filed on June 27, 1984 in Book 530 of Maps at Pages 47 through 50, said Santa Clara County records bears North 87° 00' 41" East, 2,450.70 feet, said point of beginning being the beginning of a non-tangent curve, concave easterly, having a radius of 112.99 feet, from which the radius point bears South 47° 25' 34" East; thence leaving said northerly line, along said centerline, southerly, along said curve, through a central angle of 48° 49' 38", for an arc length of 96.29 feet to the beginning of a reverse curve, having a radius of 177.98 feet; thence along said curve, through a central angle of 08° 58' 59", for an arc length of 27.90 feet to a point on the southerly line of said Pacific Gas and Electric Company lands and the terminus of said centerline.

The sidelines of said strip to be prolonged or shortened so as to terminate northeasterly in the northerly line of said Pacific Gas and Electric Company lands and southerly in the southerly line of said Pacific Gas and Electric Company lands.

Containing an area of 12,521 square feet, or 0.287 acres, more or less.

END OF DESCRIPTION

APN: 583-24-004

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2009.0. Multiply herein described distances by 1.000085153 to obtain ground level distances.

SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in March 2018 and is based on a field survey of the lands of the Pacific Gas and Electric Company, as described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County and the existing location of Woods Trail.

Kristina D. Comer
Kristina D. Comer, PLS 6766

Date: March 16, 2018

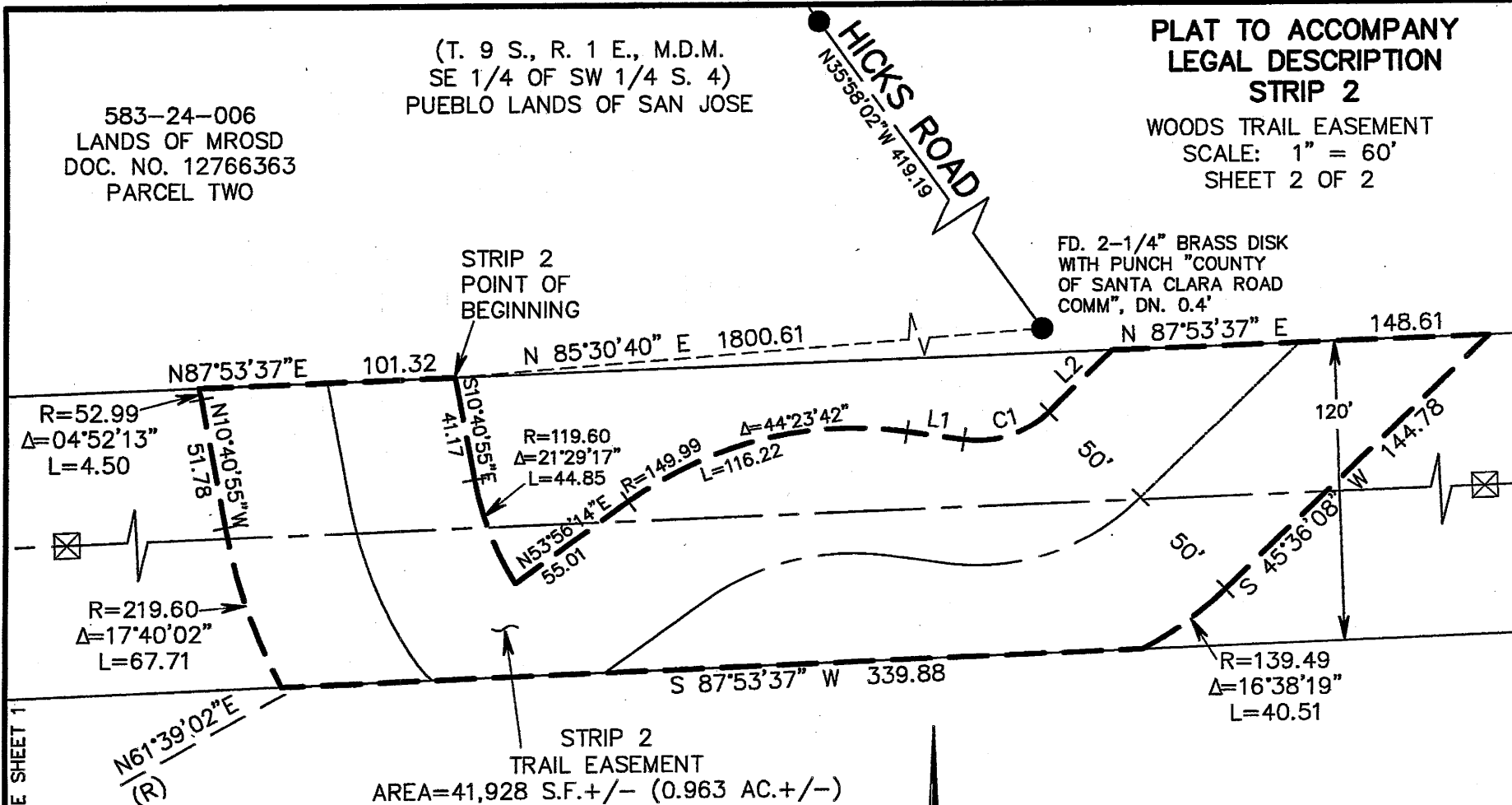


583-24-006
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

(T. 9 S., R. 1 E., M.D.M.
SE 1/4 OF SW 1/4 S. 4)
PUEBLO LANDS OF SAN JOSE

PLAT TO ACCOMPANY LEGAL DESCRIPTION STRIP 2

WOODS TRAIL EASEMENT
SCALE: 1" = 60'
SHEET 2 OF 2



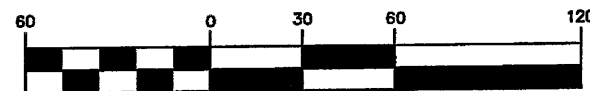
LINE TABLE

NO.	BEARING	DISTANCE
L1	S 81°40'04" E	22.67
L2	N 45°36'08" E	34.85

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	39.49	52°43'48"	36.34

583-24-008
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO



(IN FEET)

1 inch = 60 ft.

CROSS LAND SURVEYING, INC.
2210 MT. PLEASANT ROAD
SAN JOSE, CA 95148
(408) 274-7994
PROJECT NO. 18-01

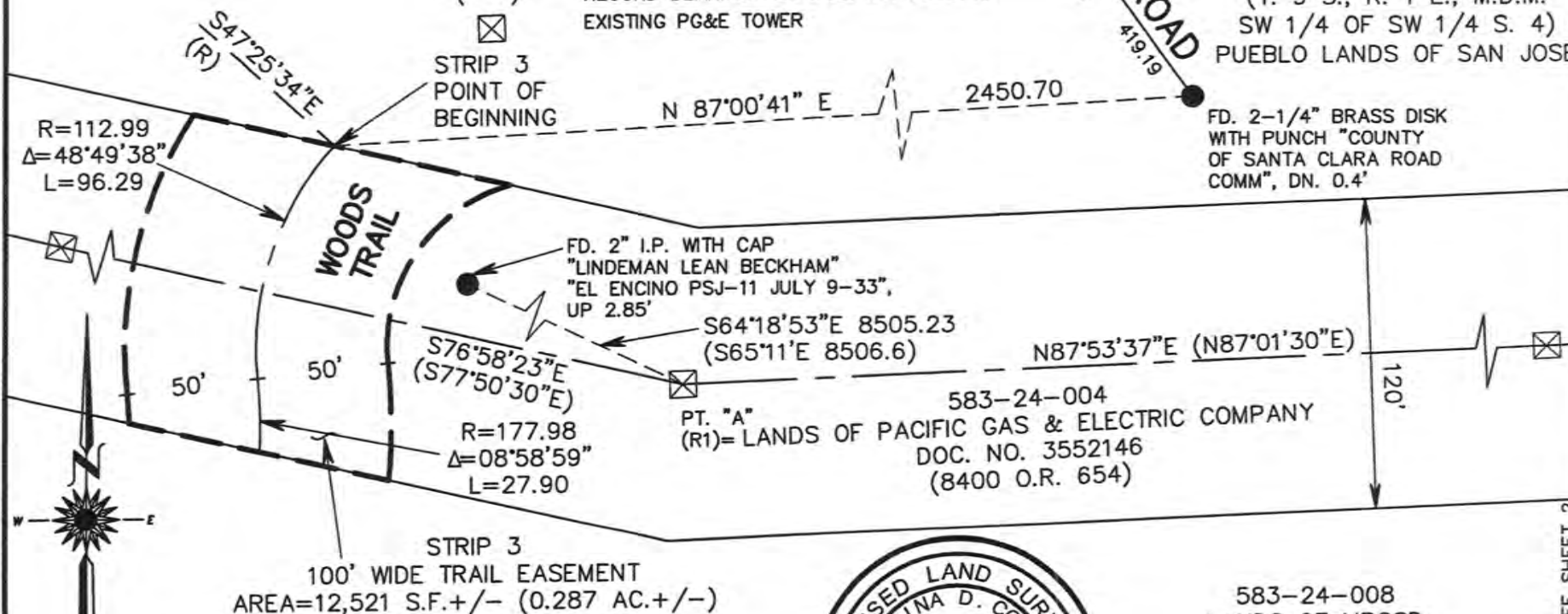
583-24-006
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

LEGEND

- FOUND MONUMENT AS NOTED
- TIE LINE FROM MONUMENT
- PROPOSED EASEMENT LINE
- CENTERLINE
- MROSD
() MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
RECORD BEARING PER DOC. NO. 3552146
- ⊠ EXISTING PG&E TOWER

PLAT TO ACCOMPANY LEGAL DESCRIPTION STRIP 3

WOODS TRAIL EASEMENT
SCALE: 1" = 60'
SHEET 1 OF 2
(T. 9 S., R. 1 E., M.D.M.
SW 1/4 OF SW 1/4 S. 4)
PUEBLO LANDS OF SAN JOSE

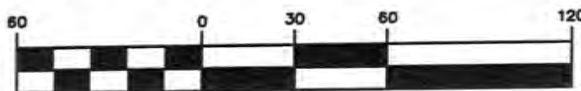


SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF ALLEN ISHIBASHI, MROSD IN FEBRUARY 2018.

Kristina D. Comer
KRISTINA D. COMERER, PLS 6766

DATE: Aug. 20, 2018



(IN FEET)
1 inch = 60 ft.



583-24-008
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

CROSS LAND SURVEYING, INC.
2210 MT. PLEASANT ROAD
SAN JOSE, CA 95148
(408) 274-7994
PROJECT NO. 18-01

MATCH LINE-SEE SHEET 2

EXHIBIT E

INSURANCE REQUIREMENTS

District shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. District is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for District. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the District are included as additional insured"; and b) an endorsement or policy provision specifying that the District's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement District shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

Pacific Gas and Electric Company
Insurance Department - B24H
Post Office Box 770000
San Francisco, California 94177

Pacific Gas and Electric Company

Attention: Land Agent

4. Upon request, District shall furnish PG&E evidence of insurance for its agents or contractors.
5. PG&E may inspect the original policies or require complete certified copies at any time.

Attachment 2
District Easement

Grant of Easement to Agency (Road) REV 04/2015

Mt. Umunhum –Road Easement and
Trail Easement
RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, California 94022-1404
Attn: Real Property Manager

LD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND TAXATION
CODE SECTION 11922

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103, 27383 & 27388

A portion of APN 583-24-004

EASEMENT AGREEMENT

(Mt Umunhum Road and Woods Trail Easement to Midpeninsula Regional Open Space District)

This Public Access, Construction, Patrol and Maintenance Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 20__ (the “**Effective Date**”) by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code, hereinafter called “**District**.”

RECITALS

A. PG&E owns certain real property within the County of Santa Clara, State of California, and more particularly described in **Exhibit A**, attached hereto and made a part hereof, State Board of Equalization Number 135-43-070-3 and Santa Clara County Assessor Number 583-24-004 (hereinafter, the “**Property**”).

B. District is the owner of certain real property situated in the County of Santa Clara, which is immediately adjacent to the PG&E Property and is commonly known as the Sierra Azul Open Space Preserve, as it currently exists or may be expanded in the future, as generally depicted in **Exhibit B** attached hereto and incorporated herein by this reference (the “**District Preserve**”).

C. District currently possesses a right of way easement over Mt Umunhum Road as it crosses PG&E’s Property for purposes of “a perpetual joint use right of way and easement for

construction, maintenance, operation and improvement of a road" recorded March 25, 1957 in Book 3758 Page 461 in Santa Clara County.

D. District desires to expand its rights over Mt Umunhum Road by acquiring from PG&E a perpetual, non-exclusive easement in, over, along, and through a portion of PG&E's Property for District purposes including general public access, drainage, operation, patrol, maintenance, repair, replacement and emergency access, as more particularly described in this Agreement.

E. District also desires to acquire from PG&E a perpetual, non-exclusive public trail easement in, over, along, and through a portion of PG&E's Property for District purposes including general public access, drainage, operation, patrol, maintenance, repair, replacement and emergency access, as more particularly described in this Agreement.

F. PG&E is willing to grant such Easement on the terms and subject to the conditions set forth herein.

Now, therefore, PG&E and District agree as follows:

1. Grant of Easement: PG&E hereby grants to District, upon the terms and conditions set forth in this Agreement, the following easement defined by three strips:

(a) Strip 1 - Mt Umunhum Roadway. PG&E hereby grants to District a perpetual, non-exclusive easement and the right to operate, repair, replace, maintain, patrol a roadway commonly known as Mt. Umunhum Road as appurtenant to the District Preserve for general public use including vehicular driving, hiking, bicycling, equestrian, and emergency access, together with the right to install, operate, and maintain drainage, public access and safety improvements on, along, and through a portion of PG&E's Property. A legal description and plat map of Strip 1 is included in Exhibit C attached hereto and incorporated by this reference.

(b) Strip 2 & 3 - Woods Trail. PG&E hereby grants to District a perpetual, non-exclusive easement and the right for District vehicle access to operate, repair, maintain, patrol and install drainage, public access and safety improvements over an existing trail commonly known as Woods Trail as appurtenant to the District Preserve as it currently exists for general public use including hiking, bicycling, equestrian, and emergency access, and other related uses in, on, over, along, and through a portion of PG&E's Property. A legal description and plat map of Strips 2 & 3 is included in Exhibit D attached hereto and incorporated by this reference.

(c) Strips 1, 2, & 3 will collectively hereinafter be referred to as the "**Easement Area**".

(d) For future construction, repair or maintenance of the Easement Area, PG&E shall provide District and/or its contractor with reasonable access to the portions of PG&E's Property immediately adjacent to the Easement Area, without further consideration paid.

2. Limitations on Use.

(a) PG&E reserves the right to restrict access to the Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E utility facilities ("PG&E Facilities") within or in the vicinity of the Easement Area, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(b) District shall not erect or construct any building or other structure other than the public access and safety improvements ("**Improvements**") described in Strip 1, 2, & 3 specifically authorized by this Agreement, nor shall District drill or operate any well, within five (5) feet of any of PG&E's Facilities within the Easement Area.

3. Condition of Easement Area. District accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. District acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) 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, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) 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 import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the

California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority 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

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

District shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public ("**District's Representatives**") from risks of harm from Potential Environmental Hazards. District acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. District's Covenants. District hereby covenants and agrees:

(a) Construction of Improvements. District agrees to construct and install, at no cost to PG&E, such Improvements described in Strips 1, 2, and 3 as may be necessary and appropriate for District's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E, and shall comply with all Legal Requirements, as defined below in Section 4(b). Before commencing construction of any Improvements, District shall obtain all permits, authorizations or other approvals, at District's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, District shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at District's sole expense, any

and all mitigation measures under CEQA that may apply to District's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of District's proposed Improvements. District shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 8, then PG&E shall have the right, without liability to District, to give notice of termination of this Agreement to District, whereupon this Agreement and the rights granted to District shall terminate and revert in PG&E, unless within sixty (60) days following delivery of such notice, District gives notice to PG&E by which District agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and District shall each be released from all obligations under this Agreement, except those which expressly survive termination. District acknowledges and agrees that PG&E's review of District's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. District shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "CPUC");

(b) Compliance with Laws. District shall, at its sole cost and expense, promptly comply with (a) 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, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to District's use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which District has notice, which may be applicable to the Easement Area (collectively, "**Legal Requirements**"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Area by District. District shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of District in any action or proceeding against District, whether or not PG&E is a party in such action or proceeding, that District has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and District.

(c) Notice of Enforcement Proceedings. District agrees to notify PG&E in writing of any investigation, order or enforcement proceeding which in any way relates to the PG&E Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. District agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall

include, but not be limited to, any activity by District that places any of PG&E's Facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. District shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. District shall not drill, bore, or excavate within thirty (30) feet of any of PG&E Facilities, including, but not limited to, gas pipelines, valves, regulators, electric conduits, tower footings or foundations. District shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist District with locating any and all underground PG&E Facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. District agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Property, PG&E Facilities, the environment and human health and safety. District shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. District shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with District's use of the Property, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that District's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that District halt such activities until appropriate protective measures are taken to PG&E's satisfaction. District shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter District's insurance or indemnity obligations under this Agreement, nor shall it relieve District from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Maintenance. District agrees to maintain its Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) Repairing Damage. District agrees to repair any damage it may cause to PG&E's facilities and improvements in or around said Easement Area

(h) Coordination. District agrees to coordinate all activities regarding the Easement granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands, and;

(i) PG&E Right to Cure. District agrees that if District fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within thirty (30) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing District from any of its obligations)

perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of District. All costs incurred by PG&E in responding to or remedying such failure by District shall be payable by District to PG&E on demand.

5. Indemnification; Release.

(a) District shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an “**Indemnitee**” and collectively, “**Indemnitees**”) from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), which arise from or are in any way connected with the occupancy or use of the Easement Area by District or District’s Representatives, or the exercise by District of its rights hereunder, or the performance of, or failure to perform, District’s duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or District (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, District or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, District shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, District. In the event any action or proceeding is brought against any Indemnitee for any Claim against which District is obligated to indemnify or provide a defense hereunder, District upon written notice from PG&E shall defend such action or proceeding at District’s sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) District acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with District’s use or occupancy of the Easement Area or the surrounding Property, or any of the activities of District and District’s Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys’ fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) District’s use of the Property shall be at its sole risk and expense. District accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to District for, and District hereby waives and releases PG&E and the other Indemnitees from, any

and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area.

District shall indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of District or any of its contractors or subcontractors, to comply with the insurance requirements set forth in Exhibit E, attached hereto and made a part hereof.

(d) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Improvements. District shall not install any additional facilities or improvements in, on, under or over the Easement Area, except those Improvements described above in Section 4(a), without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. District shall submit plans for installation of any proposed additional Improvements within the Easement Area to PG&E for its written approval at the address specified in Section 12.

7. Abandonment; Termination. In the event District abandons the use of said Easement Area hereunder, this Agreement shall terminate and all of the easements and other rights of District hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside District's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, District shall remove, at no cost to PG&E, such of District's Improvements and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, District shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. Reserved Rights. PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with District's Improvements. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary to do so. PG&E shall minimize the impact to District of these uses and shall not unreasonably interfere with District activities within the Easement area.

(b) District acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are

no such other rights. PG&E shall not grant rights to others which unreasonably interfere with District's use of the Easement unless required for an emergency as described herein.

(c) District shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, the Property, or PG&E's adjacent property, by PG&E or others entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112E (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and District shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by District), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). District further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and District hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (☐ Advice Letter _____), in like manner as though said provisions were set forth in full herein.

10. Compliance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm District's compliance with Legal Requirements and the provisions of this Agreement.

Prior to the Effective Date of this Agreement, District shall procure, and thereafter District shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of District and District's Representatives on or about the Easement Area, the insurance specified in Exhibit E, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. For so long as District is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then District may elect to self-insure for any or all of the required coverage. If District is permitted to self-insure hereunder and elects to do so, District shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by District from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, District shall act with the same promptness and subject to the

same standards of good faith as would apply to a third party insurance company. District is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that District, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of District, provided the coverages and limits required by District are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by District may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

11. Mechanics' Liens. District shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by District or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or Improvements set forth in this Agreement, District shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

12. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Pacific Gas and Electric Company
Attention: Land Agent
6111 Bollinger Canyon Road
San Ramon, CA 94583

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, California 94120
Attention Director & Counsel, Contracts Section (Real Estate)

If to District:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attention: Real Property Manager

13. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

14. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16). No assignment or delegation by District, whether by operation of law or otherwise, shall relieve District of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

16. Assignment. District shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of a proposed transfer or dedication to a governmental agency. District acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Area, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). District further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. 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. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys or District's in-house attorneys who perform services in connection with any such action shall be 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 PG&E's Law Department.

18. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

19. No Offsets. District acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and District under this Agreement. Further, District covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and District relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

20. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including District, to make any use whatsoever of the Easement Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

21. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

22. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

25. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

26. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Midpeninsula Regional Open Space District,
a Special District of the State of California

By: _____

Ana M Ruiz, General Manager

Its: _____

ATTEST

Jennifer Woodworth, District Clerk

Date: _____

APPROVE AS TO FORM:

Hilary Stevenson, General Counsel

Exhibits A, B C, D and E attached

The Area, Region or Location (operating area)
Land Service Office
Operating Department
USGS location (MERIDIAN and T, R, S, & QQ)
FERC License Number(s):
PG&E Drawing Number(s):
PLAT NO.
LD of any affected documents:
LD of any Cross-referenced documents:
TYPE OF INTEREST:
SBE Parcel Number:
(For Quitclaims, % being quitclaimed)
Order # or PM #:
JCN:
County:
Utility Notice Numbers:
851 Approval Application No. _____ Decision _____
Prepared By:
Checked By:
Approved By: Initials of Senior Land Agent
Revision Number:

ACKNOWLEDGMENT

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

State of California

County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

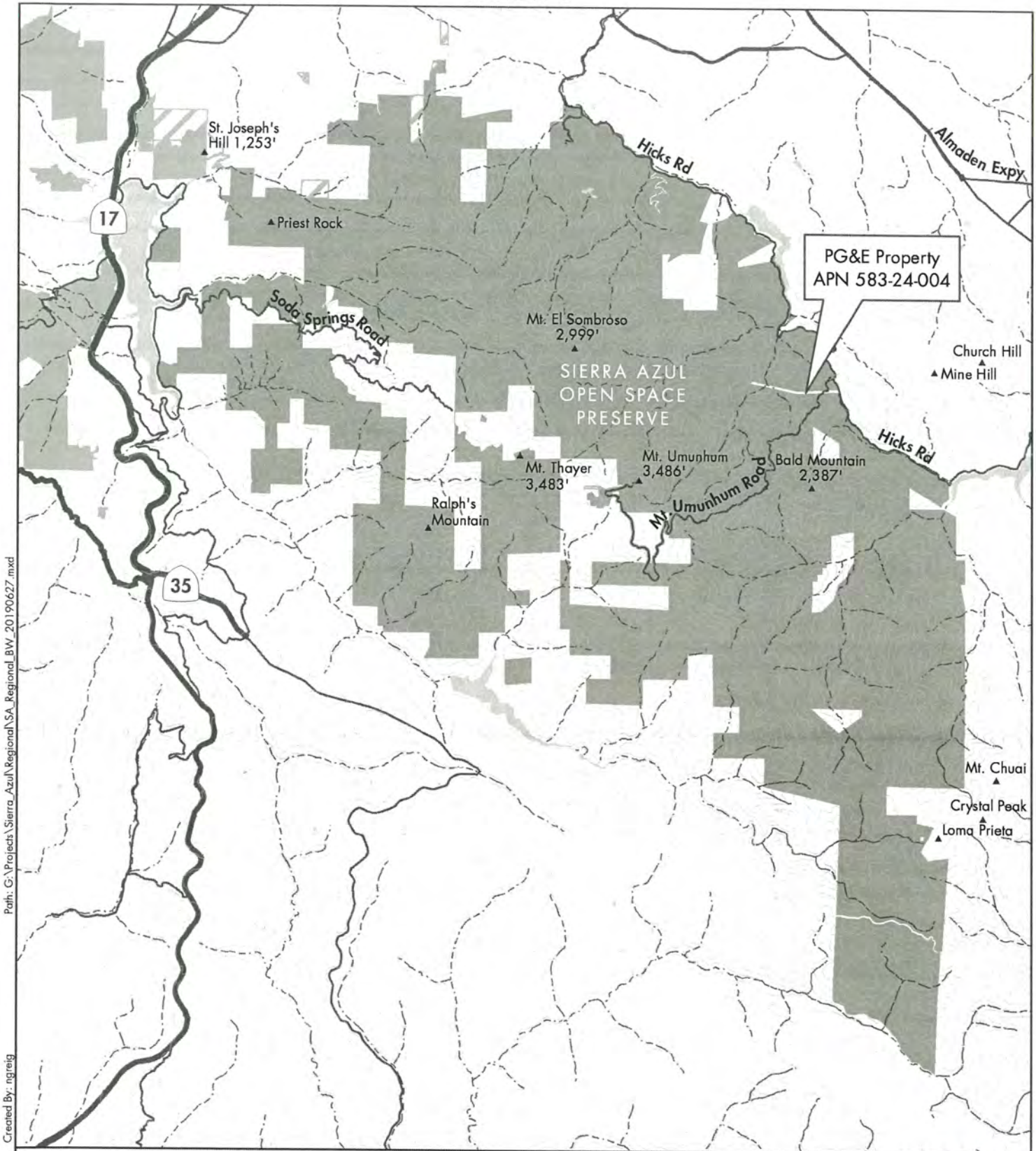
Exhibit A
PG&E Property

JOAN LEE SHARP and RONALD E. SHARP, wife and husband, hereinafter called first parties, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, that certain real property, situate in the County of Santa Clara, State of California, described as follows:

A strip of land of the uniform width of 120 feet extending entirely across the parcel of land described and designated PARCEL NO. 1 in the deed from Alice A. Lee to Joan Lee Sharp dated September 23, 1964 and recorded in the office of the County Recorder of said County of Santa Clara in Book 6676 of Official Records at page 519 and lying equally on each side of the line which begins at a point in the northwesterly boundary line of said parcel of land designated PARCEL NO. 1 and runs thence south $77^{\circ} 50\frac{1}{2}'$ east 2625 feet, more or less, to a point herein for convenience called Point "A"; thence north $87^{\circ} 01\frac{1}{2}'$ east 5000 feet, more or less, to a point in the northeasterly boundary line of said parcel of land designated PARCEL NO. 1; said Point "A" bears south $65^{\circ} 11'$ east 8506.6 feet distant from the $2\frac{1}{2}$ inch brass cap (marked Lindeman, Lean, Peckham, El Encino P.S.J. #11) marking the southeasterly terminus of a course in the westerly boundary line of the 121 acre parcel of land described in the deed from Herbert E. Jones and wife to Francis H. Tucker and wife dated March 1, 1940 and recorded in the office of said County Recorder in Book 977 of Official Records at page 55, which course, according to the description contained in said deed dated March 1, 1940, has a bearing of S. $10^{\circ} 45'$ E. and a length of 665 feet; containing 21.006 acres, more or less, and being a portion of the Pueblo Lands of San Jose. *7/24/64*

First parties further grant to second party the right of ingress to and egress from said real property over and across the adjacent lands of first parties 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 first parties;

EXHIBIT B



Path: G:\Projects\Sierra_Azul\Regional\SA_Regional_BW_20190627.mxd
Created By: ngreig

Sierra Azul Exhibit B

- Sierra Azul OSP
- Other Midpen Preserve
- Road
- Stream



Midpeninsula Regional
Open Space District
(Midpen)
6/27/2019



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

LEGAL DESCRIPTION
EXHIBIT 'C'
Strip 1-Mt. Umunhum Roadway

All that certain real property situate in the Unincorporated Area of County of Santa Clara, State of California, being a portion of that certain parcel of land described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County, being a portion of the Pueblo Lands of San Jose, more particularly described as follows:

Being a strip of land of the uniform width of 60.00 feet, lying 30.00 feet on each side of the following described centerline:

BEGINNING at a point on the northerly line of said Pacific Gas and Electric Company lands, from which a found 2-1/4" brass disk with punch stamped "COUNTY OF SANTA CLARA ROAD COMM" at the southeasterly terminus of the course shown as "N 36° 19' 33" W 429.04" on the Record of Survey map filed on June 27, 1984 in Book 530 of Maps at Pages 47 through 50, said Santa Clara County records bears North 79° 46' 55" East, 530.45 feet, said point of beginning being the beginning of a non-tangent curve, concave northwesterly, having a radius of 79.99 feet, from which the radius point bears North 72° 13' 52" West; thence leaving said northerly line, along said centerline, southwesterly, along said curve, through a central angle of 37° 46' 05", for an arc length of 52.73 feet to the beginning of a compound curve, having a radius of 154.99 feet; thence along said curve, through a central angle of 24° 07' 38", for an arc length of 65.27 feet; thence South 79° 39' 52" West, 65.52 feet to the beginning of a tangent curve to the left, having a radius of 250.33 feet; thence along said curve, through a central angle of 21° 32' 31", for an arc length of 94.12 feet to the beginning of a compound curve, having a radius of 139.99 feet; thence along said curve, through a central angle of 12° 06' 53", for an arc length of 29.60 feet to a point on the southerly line of said Pacific Gas and Electric Company lands and the terminus of said centerline.

The sidelines of said strip to be prolonged or shortened so as to terminate northeasterly in the northerly line of said Pacific Gas and Electric Company lands and southwesterly in the southerly line of said Pacific Gas and Electric Company lands.

Containing an area of 18,320 square feet, or 0.421 acres, more or less.

END OF DESCRIPTION

APN: 583-24-004

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2009.0. Multiply herein described distances by 1.000085153 to obtain ground level distances.

SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in March 2018 and is based on a field survey of the lands of the Pacific Gas and Electric Company, as described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County and the existing location of Mt. Umunhum Road.

Kristina D. Comer
Kristina D. Comerer, PLS 6766
Date: March 16, 2018



PLAT TO ACCOMPANY LEGAL DESCRIPTION STRIP 1

MT. UMUNHUM ROAD EASEMENT

SCALE: 1" = 60'

(T. 9 S., R. 1 E., M.D.M.

SW 1/4 OF SE 1/4 S. 4)

PUEBLO LANDS OF SAN JOSE

583-24-006
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

- LEGEND**
- FOUND MONUMENT AS NOTED
 - TIE LINE FROM MONUMENT
 - - - PROPOSED EASEMENT LINE
 - CENTERLINE
 - MROSD () MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 - ⊠ EXISTING PG&E TOWER
 - STRIP 1 POINT OF BEGINNING
 - N 79°46'55" E 530.45
 - N 72°13'52" W (R)
 - R=79.99
Δ=37°46'05"
L=52.73
 - N 87°53'37" E (N 87°01'30" E)
 - R=154.99
Δ=24°07'38"
L=65.27
 - R=250.33
Δ=21°32'31"
L=94.12
 - R=139.99
Δ=12°06'53"
L=29.60
 - S 79°39'52" W 65.52
 - FD. 2-1/4" BRASS DISK WITH PUNCH "COUNTY OF SANTA CLARA ROAD COMM", DN. 0.4'

583-24-004
LANDS OF PACIFIC GAS & ELECTRIC COMPANY
DOC. NO. 3552146
(8400 O.R. 654)

MT. UMUNHUM ROAD

STRIP 1
60' WIDE ROADWAY EASEMENT
AREA=18,320 S.F.+/- (0.421 AC.+/-)

583-24-008
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF ALLEN ISHIBASHI, MROSD IN FEBRUARY 2018.

Kristina D. Comer
KRISTINA D. COMERER, PLS 6766

DATE: Aug. 20, 2018



(IN FEET)
1 inch = 60 ft.



CROSS LAND SURVEYING, INC.
2210 MT. PLEASANT ROAD
SAN JOSE, CA 95148
(408) 274-7994
PROJECT NO. 18-01

LEGAL DESCRIPTION
EXHIBIT 'D'
Strip 2 & 3-Woods Trail

All that certain real property situate in the Unincorporated Area of County of Santa Clara, State of California, being a portion of that certain parcel of land described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County, being a portion of the Pueblo Lands of San Jose, more particularly described as follows:

Strip 2

BEGINNING at a point on the northerly line of said Pacific Gas and Electric Company lands, from which a found 2-1/4" brass disk with punch stamped "COUNTY OF SANTA CLARA ROAD COMM" at the southeasterly terminus of the course shown as "N 36° 19' 33" W 429.04" on the Record of Survey map filed on June 27, 1984 in Book 530 of Maps at Pages 47 through 50, said Santa Clara County records bears North 85° 30' 40" East, 1,800.61 feet; thence leaving said northerly line, South 10° 40' 55" East, 41.17 feet to the beginning of a tangent curve to the left, having a radius of 119.60 feet; thence along said curve, through a central angle of 21° 29' 17", for an arc length of 44.85 feet; thence North 53° 56' 14" East, 55.01 feet to the beginning of a tangent curve to the right, having a radius of 149.99 feet; thence along said curve, through a central angle of 44° 23' 42", for an arc length of 116.22 feet; thence South 81° 40' 04" East, 22.67 feet to the beginning of a tangent curve to the left, having a radius of 39.49 feet; thence along said curve, through a central angle of 52° 43' 48", for an arc length of 36.34 feet; thence North 45° 36' 08" East, 34.85 feet to a point on the northerly line of said Pacific Gas and Electric Company lands; thence along said northerly line, North 87° 53' 37" East, 148.61 feet; thence leaving said northerly line, South 45° 36' 08" West, 144.78 feet to the beginning of a tangent curve to the right, having a radius of 139.49 feet; thence along said curve, through a central angle of 16° 38' 19", for an arc length of 40.51 feet to a point on the southerly line of said Pacific Gas and Electric Company lands; thence along said southerly line, South 87° 53' 37" West, 339.88 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 219.60 feet, from which the radius point bears North 61° 39' 02" East; thence leaving said southerly line, northerly, along said curve, through a central angle of 17° 40' 02", for an arc length of 67.71 feet; thence North 10° 40' 55" West, 51.78 feet to the beginning of a tangent curve to the left, having a radius of 52.99 feet; thence along said curve, through a central angle of 04° 52' 13", for an arc length of 4.50 feet to a point on the northerly line of said Pacific Gas and Electric Company lands; thence along said northerly line, North 87° 53' 37" East, 101.32 feet to the **POINT OF BEGINNING**.

Containing and area of 41,928 square feet, or 0.963 acres, more or less.

Strip 3

Being a strip of land of the uniform width of 100.00 feet, lying 50.00 feet on each side of the following described centerline:

BEGINNING at a point on the northerly line of said Pacific Gas and Electric Company lands, from which a found 2-1/4" brass disk with punch stamped "COUNTY OF SANTA CLARA ROAD COMM" at the southeasterly terminus of the course shown as "N 36° 19' 33" W 429.04" on the Record of Survey map filed on June 27, 1984 in Book 530 of Maps at Pages 47 through 50, said Santa Clara County records bears North 87° 00' 41" East, 2,450.70 feet, said point of beginning being the beginning of a non-tangent curve, concave easterly, having a radius of 112.99 feet, from which the radius point bears South 47° 25' 34" East; thence leaving said northerly line, along said centerline, southerly, along said curve, through a central angle of 48° 49' 38", for an arc length of 96.29 feet to the beginning of a reverse curve, having a radius of 177.98 feet; thence along said curve, through a central angle of 08° 58' 59", for an arc length of 27.90 feet to a point on the southerly line of said Pacific Gas and Electric Company lands and the terminus of said centerline.

The sidelines of said strip to be prolonged or shortened so as to terminate northeasterly in the northerly line of said Pacific Gas and Electric Company lands and southerly in the southerly line of said Pacific Gas and Electric Company lands.

Containing an area of 12,521 square feet, or 0.287 acres, more or less.

END OF DESCRIPTION

APN: 583-24-004

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2009.0. Multiply herein described distances by 1.000085153 to obtain ground level distances.

SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in March 2018 and is based on a field survey of the lands of the Pacific Gas and Electric Company, as described in the deed from Joan Lee Sharp and Ronald E. Sharp, wife and husband to Pacific Gas and Electric Company, recorded on January 14, 1969 as Document No. 3552146 of Official Records of Santa Clara County and the existing location of Woods Trail.

Kristina D. Comer
Kristina D. Comer, PLS 6766

Date: March 16, 2018

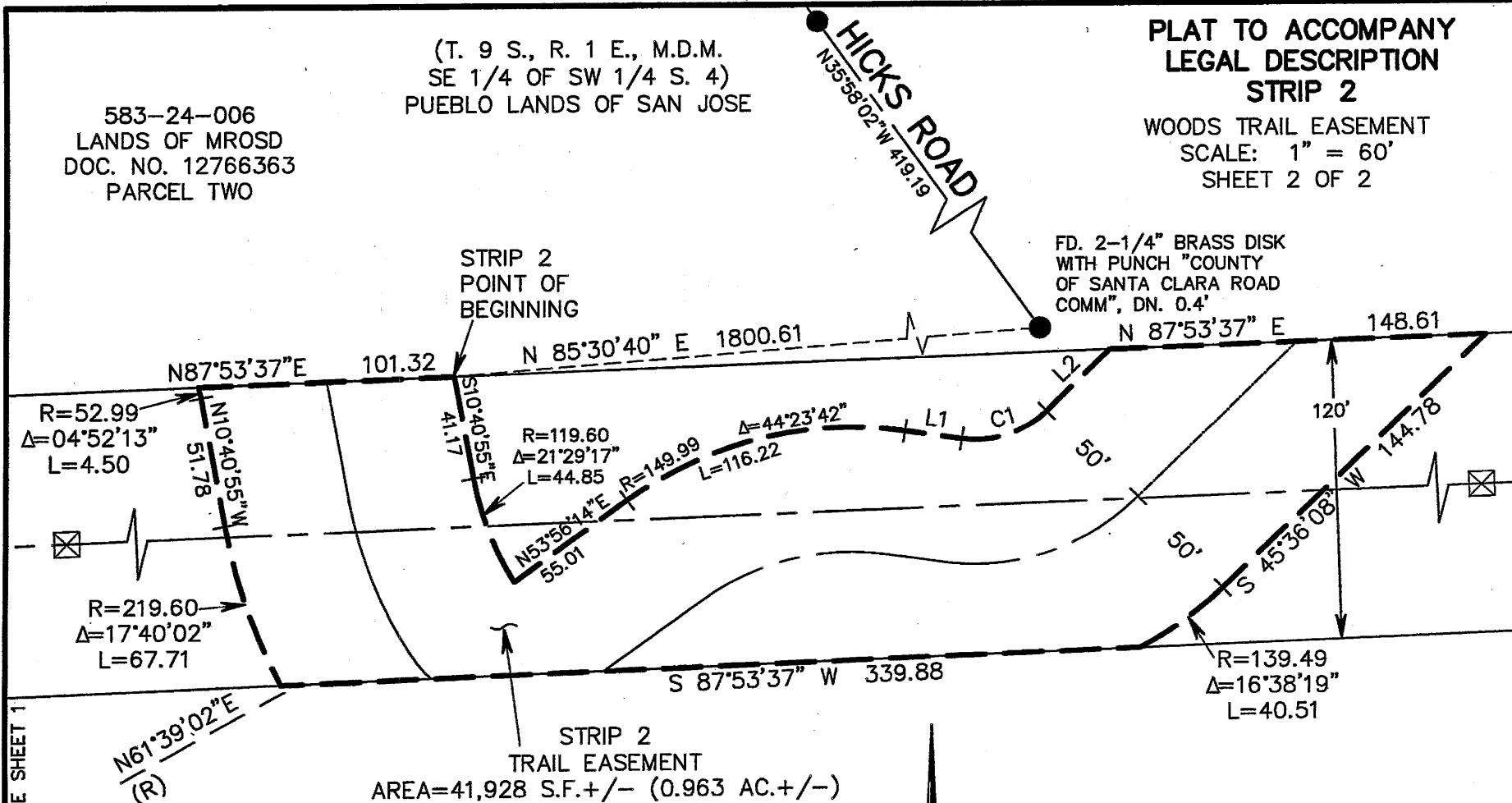


583-24-006
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

(T. 9 S., R. 1 E., M.D.M.
SE 1/4 OF SW 1/4 S. 4)
PUEBLO LANDS OF SAN JOSE

PLAT TO ACCOMPANY LEGAL DESCRIPTION STRIP 2

WOODS TRAIL EASEMENT
SCALE: 1" = 60'
SHEET 2 OF 2



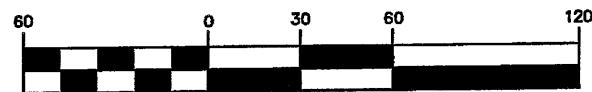
LINE TABLE

NO.	BEARING	DISTANCE
L1	S 81°40'04" E	22.67
L2	N 45°36'08" E	34.85

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	39.49	52°43'48"	36.34

583-24-008
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO



(IN FEET)

1 inch = 60 ft.

CROSS LAND SURVEYING, INC.
2210 MT. PLEASANT ROAD
SAN JOSE, CA 95148
(408) 274-7994
PROJECT NO. 18-01

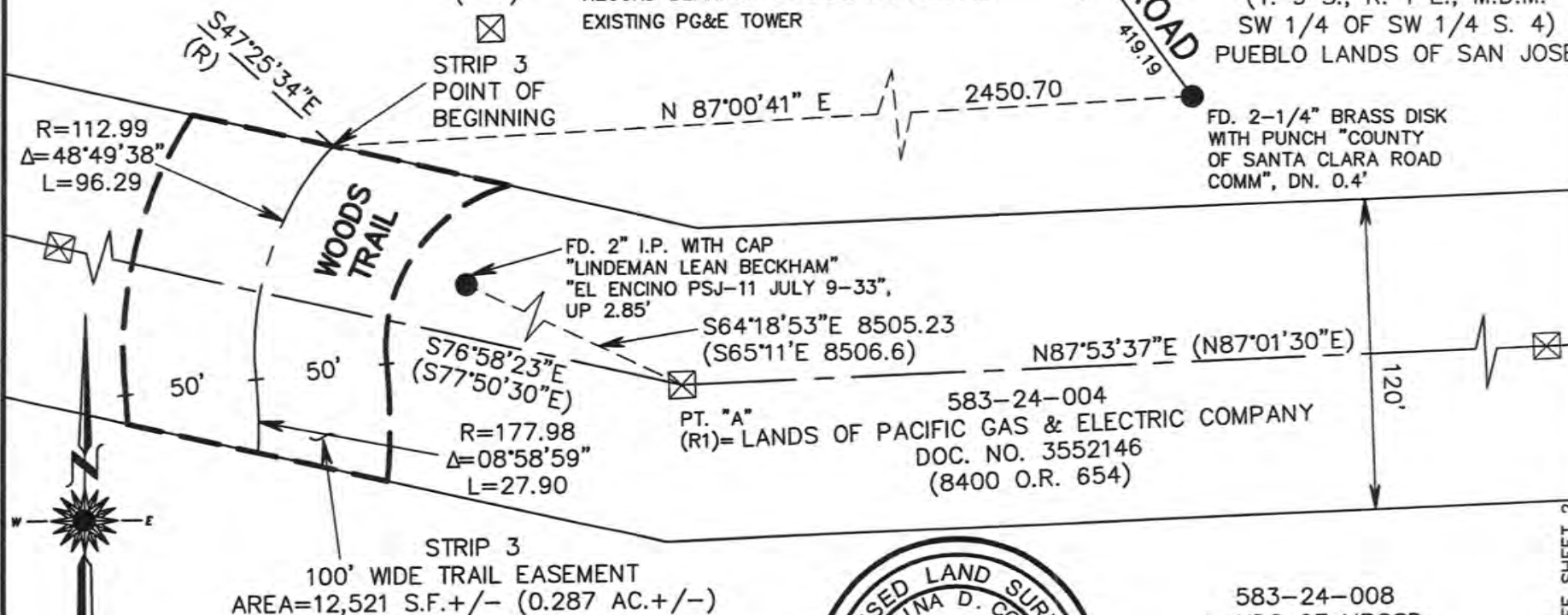
583-24-006
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

LEGEND

- FOUND MONUMENT AS NOTED
- TIE LINE FROM MONUMENT
- PROPOSED EASEMENT LINE
- CENTERLINE
- MROSD
() MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
RECORD BEARING PER DOC. NO. 3552146
- ⊠ EXISTING PG&E TOWER

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION
STRIP 3**

WOODS TRAIL EASEMENT
SCALE: 1" = 60'
SHEET 1 OF 2
(T. 9 S., R. 1 E., M.D.M.
SW 1/4 OF SW 1/4 S. 4)
PUEBLO LANDS OF SAN JOSE

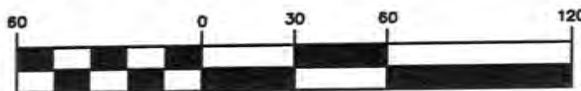


SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF ALLEN ISHIBASHI, MROSD IN FEBRUARY 2018.

Kristina D. Comer
KRISTINA D. COMERER, PLS 6766

DATE: Aug. 20, 2018



(IN FEET)
1 inch = 60 ft.



583-24-008
LANDS OF MROSD
DOC. NO. 12766363
PARCEL TWO

CROSS LAND SURVEYING, INC.
2210 MT. PLEASANT ROAD
SAN JOSE, CA 95148
(408) 274-7994
PROJECT NO. 18-01

MATCH LINE-SEE SHEET 2

EXHIBIT E

INSURANCE REQUIREMENTS

District shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. District is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for District. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the District are included as additional insured"; and b) an endorsement or policy provision specifying that the District's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement District shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

Pacific Gas and Electric Company
Insurance Department - B24H
Post Office Box 770000
San Francisco, California 94177

Pacific Gas and Electric Company

Attention: Land Agent

4. Upon request, District shall furnish PG&E evidence of insurance for its agents or contractors.
5. PG&E may inspect the original policies or require complete certified copies at any time.

Attachment 3

PG&E Easement Area

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

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2305-04-2222

EASEMENT DEED

2017264 (- -) 08 17 1
L-147 Pipe Line Esmt.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a public district

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grant(s) to Grantee the right at any time, and from time to time, to excavate for, install, reconstruct, replace (of the initial or any other size), maintain and use such pipe lines as Grantee shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, and above ground appliances, fixtures and appurtenances, as Grantee shall from time to time elect for internal communication purposes, together with the rights to energize same and adequate protection therefor, and also a right of way, on, over, under and across the hereinafter described easement area lying within Grantor's lands which are situate in the County of San Mateo, State of California, and are described in Exhibit "A" ("Easement Area") attached hereto and made a part hereof ("Agreement"):

(APN 050-470-090)

The aforesaid Easement Area is described in Exhibit "A" and shown on Exhibit "B" both of which are attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right, from time to time, to trim or to cut down without additional compensation any and all trees, roots, shrubs, brush, vines and other vegetation, crops and to remove any associated supporting structures now or hereafter within the Easement Area, after providing reasonable advance written notice to Grantor.

(b) the right of ingress to and egress from the Easement Area over and across said lands by means of existing roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided Grantee shall provide reasonable compensation for damage caused by its exercising of this right and that such right of ingress and egress shall not extend to any portion of said lands which is isolated from the Easement Area by any public road or highway, now crossing or hereafter crossing said lands;

(c) the right to use such portion of said lands contiguous to the Easement Area as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the facilities;

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

(e) the right to mark the location of the Easement Area and pipe lines by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement Area.

Grantee hereby covenants and agrees:

(a) not to fence the Easement Area;

(b) to promptly backfill any excavations made by it on the Easement Area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its employees, agents, contractors, consultants, or invitees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the Easement Area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, however, Grantor shall only plant ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity within the Easement Area.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, or store fluid or flammable substances; drill or operate any well, construct any reservoir or other obstruction within the Easement Area; or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor shall not convey any rights to a third party or commence any construction within the Easement Area without the express written approval by Grantee's Land Management, Manager, which approval shall not be unreasonably withheld. Grantor shall submit copies of plans for Grantee's approval for any new construction (surface or subsurface) within the easement a minimum of thirty (30) days prior to requested use. Please refer to section 7 below regarding notifications. New construction shall not commence until such time that Grantee approves the plans or, in the absence of a response from Grantee, until sixty (60) days after Grantor has provided notice to Grantee.

Grantee shall have the right to assign this easement for the same uses as described herein.

In addition, Grantor and Grantee agree as follows:

1. Limitations on Use. The Easement Area and any facilities permitted to be constructed thereon are to be used by Grantee only for those uses permitted in granting clause, and for no other purpose.

2. Condition of Easement Area. Grantee accepts the Easement Area in its existing physical condition, without warranty by Grantor or any duty or obligation on the part of Grantor to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("EMFs");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) 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, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) 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 import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority 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

(3) the presence of which on the Grantor Property poses or threatens to pose a hazard to the health or safety of persons on or about the Grantor Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls (“PCBs”) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public (“Grantee’s Representatives”) from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the

Easement Area for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

3. Grantee's Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to Grantor, such facilities and improvements ("Improvements") as may be necessary and appropriate for Grantee's permitted use, as specified in Section **Error! Reference source not found.** Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Grantee shall obtain Grantor's prior written consent before constructing improvements, which shall not be unreasonably withheld. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantee shall promptly notify Grantor of any and all proposed mitigation measures that may affect Grantor or the Property. If Grantor determines in good faith that any such mitigation measures may adversely affect Grantor or the Property, or impose limitations on Grantor's ability to use the Property, then Grantor shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revert in Grantor, unless within sixty (60) days following delivery of such notice, Grantee gives notice to Grantor by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, Grantor and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that Grantor's review of Grantee's Plans is solely for the purpose of protecting Grantor's interests, and shall not be deemed to create any liability of any kind on the part of Grantor, or to constitute a representation on the part of Grantor or any person consulted by Grantor in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements.

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) 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, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the ; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the (collectively, "Legal Requirements"), regardless of when they become effective, insofar as they relate to the use or occupancy of the by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by Grantor. The judgment of any court of competent jurisdiction,

or the admission of Grantee in any action or proceeding against Grantee, whether or not Grantor is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the , shall be conclusive of that fact as between Grantor and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify Grantor in writing of any investigation, order or enforcement proceeding which in any way relates to the Grantor Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Grantor's property, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Grantor's property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Grantor's property and Easement Area, and shall immediately notify Grantor and the appropriate regulatory authorities where required by law, of any such release. If Grantor determines that Grantee's activities in any way endanger the Grantor's property, the environment, or human health and safety, Grantor may, in Grantor's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to Grantor's satisfaction. Grantee shall hold Grantor harmless from any claims resulting from any delay under this paragraph. Grantor's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(e) Maintenance. Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(f) Repairing Damage. Grantee agrees to repair any damage it may cause to Grantor's facilities and improvements in or around said Easement Area and Grantor agrees to repair any damage it may cause to Grantee's Improvements;

(g) Coordination. Grantee agrees to coordinate all activities regarding the easement granted herein to reasonably minimize any interference and inconvenience with the use by Grantor of the Easement Area and Grantor's adjoining lands, and;

(h) Grantor Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within thirty (30) days following notice from Grantor (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), Grantor may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency

or such failure on the part of Grantee. All costs incurred by Grantor in responding to or remedying such failure by Grantee shall be payable by Grantee to Grantor on demand.

4. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless Grantor, and its respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from Grantor shall defend such action or proceeding at Grantee's sole expense by counsel approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Area or the surrounding Grantor's property, or any of the activities of Grantee and Grantee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee's use of the Easement Area and Grantor's property shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. Grantor shall not be liable to Grantee for, and Grantee hereby waives and releases Grantor and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about

the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area or Grantor's property.

The provisions of this Section 4 shall survive the termination of this Agreement.

5. Additional Facilities. Grantee shall not install any additional significant facilities or improvements in, on, under or over the Easement Area without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion. Grantee shall submit plans for installation of any proposed additional significant facilities within the Easement Area to Grantor for its written approval at the address specified in Section 7.

6. Reserved Rights. Grantee acknowledges that Easement Area crosses Grantor's Pulgas Ridge Open Space Preserve that such preserve is open for public recreational use and that Grantor reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities, including all current uses associated with the Pulgas Ridge Open Space Preserve as shown in Exhibit "C". Without limiting the generality of the foregoing:

(a) Grantor reserves the right to make use the Easement Area for such purposes as it may deem necessary or appropriate if and whenever, in the interest of its service to the public, it shall appear necessary or desirable to do so.

(b) Grantee acknowledges that Grantor may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by Grantor that there are no such other rights.

(c) Grantee shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, or Grantor's adjacent property, by Grantor or others entitled to use such property.

7. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to Grantee:

Pacific Gas and Electric Company
Attention: Land Agent
111 Almaden Blvd, 8th Floor
San Jose, CA 95113

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, California 94120
Attention Director & Counsel, Contracts Section (Real Estate)

If to Grantor:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 95008
Attention: Real Property Manager

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 land.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

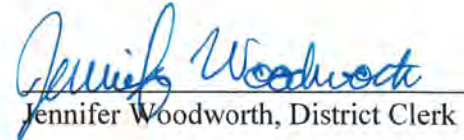
Midpeninsula Regional Open Space District,
a Special District of the State of California

By: _____


Ana M. Ruiz, General Manager

Its: _____

ATTEST


Jennifer Woodworth, District Clerk

Date: 9-11-19

APPROVE AS TO FORM:


Hilary Stevenson, General Counsel

Exhibits, A, B, and C attached

Attach to LD

AREA 1

Land Service Office: San Ramon

Operating Department: Gas Transmission

USGS location: T.5S. R.4W. SEC. 22 & 27, MDB&M

FERC License Number(s): N/A

PG&E Drawing Number(s): B3882 Sht.1, 381517 Sht. 11

PLAT NO. 3278-G2, -G3, -H2

LD of any affected documents: 2305-04-0192

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 5, 6, 52

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed)

Order # or PM #: 42194745

JCN: N/A

County: San Mateo

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision N/A

Prepared By: M8C6

Checked By: T1K1

Approved By: LMHR

ACKNOWLEDGMENT

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

State of California

County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LD 2305-04-2222

2017264 (- -) 08 17 1

Line 147 Pipe Line Easement

Midpeninsula Reg. Open Space Dist.

(APN 050-470-090) Pulgas Ridge Open Space Preserve

EXHIBIT "A"

LANDS:

All of that certain real property conveyed in the deed from the City and County of San Francisco, to Midpeninsula Regional Open Space District, dated June 9, 1983 and recorded June 10, 1983 as Document Number 83-057476, San Mateo County Records, State of California.

EASEMENT:

A portion of the above described lands, lying in the County of San Mateo, State of California, more particularly described as follows:

A strip of land of the uniform width of 50 feet, extending southwesterly from the general northeasterly line of said Parcel "A" to the northerly right-of-way line of State Route I-280 (Junipero Serra Freeway) as shown on that certain Right-of-Way Map entitled "Edgewood Road - County Road No. 24" being sheet 1 of 5 and dated April 1989, San Mateo County Department of Public Works, and lying 25 feet on each side of the line described as follows:

Commencing at the found standard street monument marking the intersection of Crestview Drive and Bow Drive as shown upon that certain Map entitled "Brittan Heights Unit No. 3" filed for record May 27, 1971 in Volume 72 of Maps at Pages 14 through 17, San Mateo County Records, State of California, from which the found standard street monument marking the northerly terminus of the line having a bearing of South 18°30'00" West, also being the centerline of Crestview Drive, bears North 13°41'20" East 543.82 feet; thence

- a) South 76°06'05" East 765.27 feet to a point in the northeasterly line of said Parcel "A" and the **Point of Beginning**; thence
 - 1) South 71°50'51" West 121.12 feet; thence
 - 2) South 58°52'50" West 542.17 feet; thence
 - 3) South 56°34'05" West 376.99 feet; thence
 - 4) South 52°05'53" West 193.07 feet; thence
 - 5) South 41°33'00" West 513.55 feet; thence
 - 6) South 22°11'59" West 399.62 feet; thence
 - 7) South 31°51'31" West 218.32 feet; thence

LD 2305-04-2222

2017264 (- -) 08 17 1

Line 147 Pipe Line Easement

Midpeninsula Reg. Open Space Dist.

(APN 050-470-090) Pulgas Ridge Open Space Preserve

- 8) South $81^{\circ}01'40''$ West 226.47 feet; thence
- 9) South $20^{\circ}05'31''$ West 756.20 feet to said northerly right-of-way line of State Route I- 280 (Junipero Serra Freeway).; being a portion of Sections 22 & 27, Township 5 South, Range 4 West, M.D.B. & M.

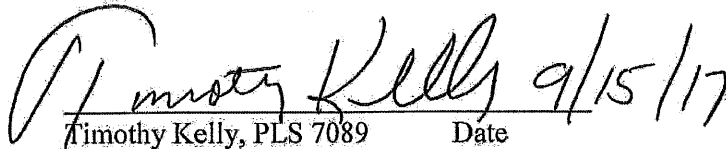
Containing 167,375 square feet (3.842 acres) of land, more or less.

End of Description

The foregoing description is based on a survey made by Grantee in May, 2017. The bearings used in the foregoing description are on the California Coordinate System (CCS83), Zone 3 and are based on Global Positioning System (GPS) observations. The bearing of the line between the two found standard street monuments marking the centerline of said Crestview Drive shown on the attached hereto Exhibit "B", as established by these GPS observations, is North $13^{\circ}41'20''$ East. The distances used in the foregoing description are grid distances. Multiply distances by 1.00008182 to obtain ground distances. All units are U.S. Survey Feet.

Prepared by:

Pacific Gas and Electric Company


Timothy Kelly, PLS 7089 Date



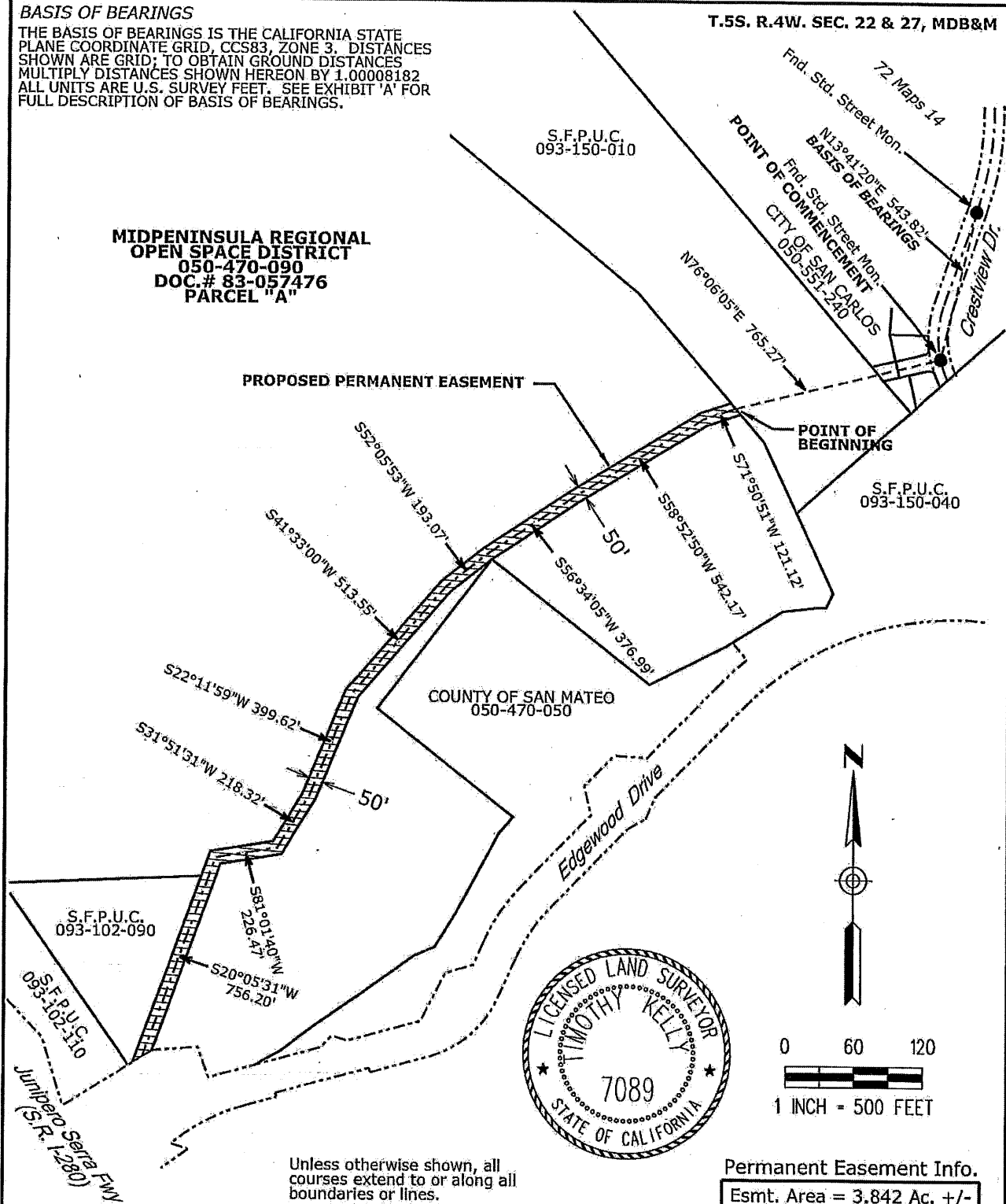
BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE CALIFORNIA STATE PLANE COORDINATE GRID, CCS83, ZONE 3. DISTANCES SHOWN ARE GRID; TO OBTAIN GROUND DISTANCES MULTIPLY DISTANCES SHOWN HEREON BY 1.00008182. ALL UNITS ARE U.S. SURVEY FEET. SEE EXHIBIT 'A' FOR FULL DESCRIPTION OF BASIS OF BEARINGS.

T.5S. R.4W. SEC. 22 & 27, MDB&M

**MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT**
050-470-090
DOC.# 83-057476
PARCEL "A"

PROPOSED PERMANENT EASEMENT



Unless otherwise shown, all courses extend to or along all boundaries or lines.

Permanent Easement Info.
Esmt. Area = 3.842 Ac. +/-

LD 2305-04-2222

AUTHORIZATION
42194745

BY M. CARTER
DR M. CARTER
CH T. KELLY
O.K.
DATE 08/09/2017

EXHIBIT "B"

**GAS PIPE LINE L-147 (C-453)
PROPOSED PERMANENT EASEMENT
MIDPENINSULA REGIONAL OPEN SPACE DIST.**
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	
AREA	
COUNTY	SAN MATEO
SCALE	1" = 500'
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE
L-	



Pulgas Ridge Open Space Preserve

For More Information
Visit www.openspace.org
or call (650) 691-1200

EXHIBIT C

EXHIBIT B
Easement Agreement

Attachment 4

PG&E Revocable Permit

Aug 76342
85727
84278

208-696

2305-04-0192

SAN FRANCISCO WATER DEPARTMENT REVOCABLE PERMIT

Pursuant to resolution of the Public Utilities Commission, permit is hereby granted to

PACIFIC GAS AND ELECTRIC COMPANY

hereinafter called the "permittee" to occupy and utilize the following described property or premises of the City and County of San Francisco, hereinafter called the "City" under jurisdiction of the Water Department, to-wit:

Permit to occupy that certain portion of the City's lands which the Pacific Gas and Electric Company seeks to acquire by easements for the construction of gas lines; said easements to consist of a portion of Parcel 31A, Hetch Hetchy Parcels Nos. 2185 III, 2190, San Mateo County Lands extending from the junction of the Pacific Gas and Electric Company 30" gas line with the Whipple Road northeasterly to the northeasterly boundary of said Hetch Hetchy Parcel 2185 III, all as shown on San Francisco Water Department Map No. B-610, attached hereto and made a part hereof;

for the purpose of constructing and operating gas lines at the location described above.

This permit is granted subject to the following conditions:

1. This permit shall not become effective until receipt by the Water Department of a copy of this permit with properly signed endorsement accepting the permit subject to the conditions contained herein.
2. This grant of permission does not constitute a deed or grant of an easement by the City, is not transferable or assignable, and is revocable at any time at the will of the Public Utilities Commission.
3. The use of said property by said permittee shall be limited solely to the purposes set forth by this permit and no structures of any kind, except those expressly permitted, shall be erected or placed thereon.
4. Neither the City, nor any Commission, Board or officer thereof shall be held responsible or liable for damage to any property of the permittee installed or located on the properties covered by this permit from any cause whatsoever.
5. The permittee shall at all times keep the City's lands in good and sightly condition, so far as the same may be affected by the permittee's operations hereunder.
6. The permittee shall, on receipt of notice so to do and within such reasonable time limit as may be fixed by said notice, alter or remove at the expense of said permittee any property or structures covered by this permit to such extent as may be necessary to avoid interference with any pipe, pipe lines, power lines or other structures now or hereafter to be constructed by the City, or with any operations of the City or with any use by the City of the land affected hereby or, if so agreed by the General Manager and Chief Engineer of the San Francisco Water Department and the permittee, the permittee may pay to the City the amount of any expense to which the City may be put as a result of such interference.

12273-12275

7. The permittee shall be responsible and liable for any and all damage to structures or property, or for injury or death to persons, due directly or indirectly to said permittee's occupation and use of the City's lands herein described, and shall promptly pay any just claim therefor and the permittee shall hold the City free and harmless from liens of every kind and nature, and from claims for damages of any kind whatsoever.
8. In the event that the permittee shall abandon the use of said property for a period of one year, or shall fail or neglect or refuse to comply with any of the conditions herein contained or, in the event that this permission be revoked, then all rights of the permittee hereunder shall forthwith cease and determine.
9. The Permittee shall take all reasonable precautions to safeguard against fires and shall be responsible for damage to the City's properties or structures due to fire or other cause resulting from the Permittee's operations
10. Access to said portion of City's property over adjacent lands of the Grantor shall be limited to the use of existing roads and lanes across said lands; or, if no such roads or lanes be available, then to such routes as to cause the least possible injury to said lands of the Grantor, or to crops, trees, buildings or other structures situated thereon.
11. This permit shall expire upon the consummation of an easement deed to cover same unless otherwise sooner terminated.
12. The grade of the gas lines and the method of construction shall be subject to the approval of the General Manager and Chief Engineer of the San Francisco Water Department and the Director of Health of the San Francisco Department of Public Health.

APPROVED:

Eugene J. Hansen
DIRECTOR OF PROPERTY

APPROVED:

S. W. Sumner
Manager of Utilities

San Francisco Department of Public Health

By *Erwin P. Dwyer*
Director

SAN FRANCISCO WATER DEPARTMENT

by *H. G. ...*
General Manager and Chief Engineer

Authorized by Public Utilities Commission

under Resolution No. 91487,

Dated AUGUST 30 1948

J. J. ...
APPROVED
Secretary
P. IN CHARGE OF OPERATIONS

Permit accepted as to all terms and conditions

this Fourth day of
November, 1948

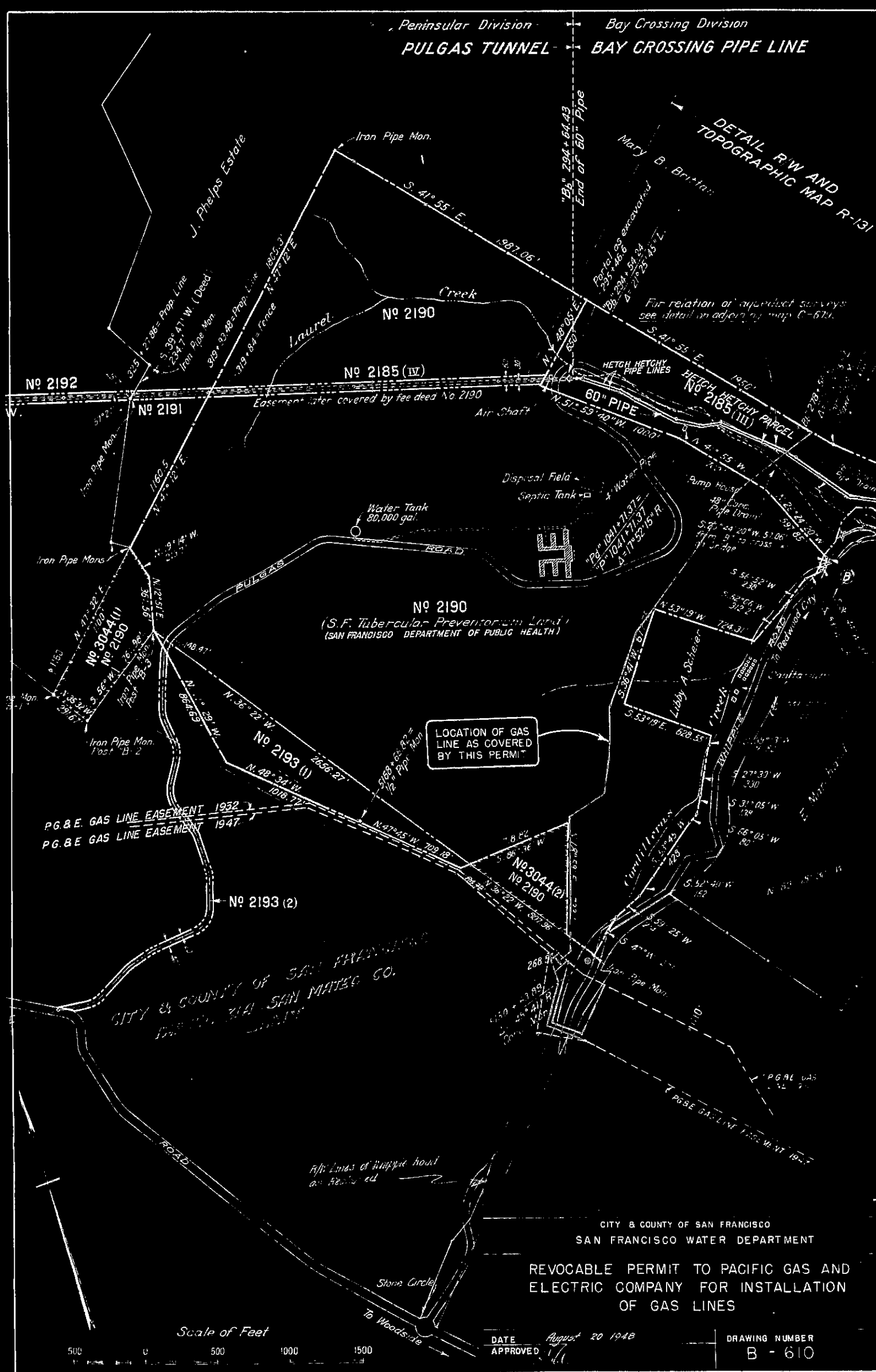
PACIFIC GAS AND ELECTRIC COMPANY
By *Shrontz*
Its Vice President and Executive Engineer

APPROVED
MANAGER LAND DEPT.

Poor Quality Original

The following page was scanned from a poor quality original.

The legibility of the resulting image may limited.



Attachment 5

Existing District Easement

1321039

1321039

BOOK 3758 PAGE 461
FILED FOR RECORD

BOOK 3758 PAGE 461

AT REQUEST OF
San Jose Abstract & Title Co.

MAR 25 1 22 PM 1957

OFFICIAL RECORDS
SANTA CLARA COUNTY*Doc. Recy*
RECORDED

BJA 297420

Almaden AF Station
Tract A101E-1 and
A101E-2EASEMENT DEED

440
SAN JOSE ABSTRACT & TITLE COMPANY, a Corporation formerly known as SAN JOSE ABSTRACT & TITLE INSURANCE CO. hereinafter referred to as "Grantor" in consideration of ONE and 00/100 DOLLARS (\$1.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby grant to THE UNITED STATES OF AMERICA and its assigns, a Perpetual Easement and Joint Use Right-of-Way for the purposes hereinafter stated, on, over, along and across the following described property to wit:

TRACT A101E-1

All that certain property situate in the County of Santa Clara, State of California, being a portion of the West one-half of the Northwest one-quarter and the West one-half of the Southwest one-quarter of Section 9, Township 9 South, Range 1 East, Mount Diablo Meridian, described as follows:

An easement for road purposes over a segment or in parts thereof of an existing dirt road approximately 20 feet in width, known as the "Loma-Almaden Road" as said road existed on March 1, 1955; the centerline of said segment is described as follows:

Commencing at the Section corner common to Sections 4, 5, 8 and 9, T9S, R1E, M.D.M., thence East along the Section line between said Sections 4 and 9, 1329.90 feet (20.15 chains according to the Government Plat) to a point, said point being the most Northwestern corner of Lot 1 of said Section 9, said point also being on the Southwesterly line of Pueblo Tract No. 3 of San Jose City Lands; thence along the Westerly line of said Lot 1, and the Westerly line of the Southeast one-quarter of the Northwest one-quarter of said Section 9, South 00° 35' 39"

Tract A101E-1 and
A101E-2

East 1356.93 feet to the true point of beginning; thence from the true point of beginning South $75^{\circ} 44'$ West 42.15 feet; thence on a curve to the right with a radius of 500.00 feet, through an angle of $13^{\circ} 38'$ for a distance of 118.97 feet; thence South $89^{\circ} 22'$ West 92.33 feet thence on a curve to the left, with a radius of 200.00 feet, through an angle of $57^{\circ} 18'$ for a distance of 200.01 feet; thence South $32^{\circ} 04'$ West 83.64 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $88^{\circ} 27'$ for a distance of 115.78 feet; thence North $59^{\circ} 29'$ West 1.16 feet; thence on a curve to the left with a radius of 75.00 feet through an angle of $65^{\circ} 28'$ for a distance of 85.70 feet; thence South $55^{\circ} 03'$ West 194.22 feet; thence on a curve to the right with a radius of 75.00 feet, through an angle of $50^{\circ} 59'$ for a distance of 66.74 feet; thence North $73^{\circ} 58'$ West 97.86 feet; thence on a curve to the left with a radius of 75.00 feet through an angle of $153^{\circ} 20'$ for a distance of 200.71 feet; thence South $47^{\circ} 18'$ East 156.90 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $81^{\circ} 31'$ for a distance of 106.71 feet; thence South $13^{\circ} 34'$ West 60.78 feet; thence on a curve to the left with a radius of 75.00 feet through an angle of $81^{\circ} 49'$ for a distance of 107.10 feet; thence South $47^{\circ} 36'$ East 68.87 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $91^{\circ} 07'$ for a distance of 119.27 feet; thence South $43^{\circ} 31'$ West 141.66 feet; thence on a curve to the left with a radius of 100.00 feet through an angle of $71^{\circ} 24'$ for a distance of 124.62 feet; thence South $27^{\circ} 53'$ East 218.97 feet; thence on a curve to the left with a radius of 250.00 feet through an angle of $18^{\circ} 16'$ for a distance of 79.70 feet; thence South $46^{\circ} 09'$ East 119.61 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $31^{\circ} 41'$ for a distance of 41.47 feet; thence South $14^{\circ} 28'$ East 82.54 feet; thence on a curve to the left with a radius of 75.00 feet through an angle of $21^{\circ} 14'$ for a distance of 27.79 feet; thence South $35^{\circ} 42'$ East 89.58 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $108^{\circ} 51'$ for a distance of 142.48 feet; thence South $73^{\circ} 09'$ West 91.88 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $47^{\circ} 20'$ for a distance of 61.96 feet; thence North $59^{\circ} 31'$ West 15.04 feet; thence on a curve to the left with a radius of 75.00 feet through an angle of $31^{\circ} 25'$ for a distance of 41.12 feet; thence South $89^{\circ} 04'$ West 145.22 feet; thence on a curve to the left with a radius of 150.00 feet through an angle of $116^{\circ} 08'$ for a distance of 304.04 feet; thence South $27^{\circ} 04'$ East 18.27 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $53^{\circ} 08'$ for a

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distance of 69.55 feet; thence South $26^{\circ} 04'$ West 106.30 feet; thence on a curve to the left with a radius of 75.00 feet through an angle of $56^{\circ} 00'$ for a distance of 73.30 feet; thence South $29^{\circ} 56'$ East 74.63 feet; thence on a curve to the left with a radius of 75.00 feet through an angle of $37^{\circ} 43'$ for a distance of 49.37 feet; thence South $67^{\circ} 39'$ East 49.79 feet; thence on a curve to the right with a radius of 75.00 feet through an angle of $67^{\circ} 19'$ for a distance of 88.12 feet; thence South $0^{\circ} 20'$ East 97.17 feet; thence on a curve to the right with a radius of 100.00 feet through an angle of $63^{\circ} 40'$ for a distance of 111.12 feet; thence South $63^{\circ} 20'$ West 36.52 feet; thence on a curve to the left with a radius of 250.00 feet, through an angle of $29^{\circ} 23'$ for a distance of 128.21 feet; thence South $33^{\circ} 57'$ West 80.54 feet; thence on a curve to the right with a radius of 500.00 feet through an angle of $5^{\circ} 46'$ for a distance of 50.33 feet to a point on the Westerly line of said Section 9, and the point of ending, said point of ending also bears North $0^{\circ} 35' 39''$ West 1059.98 feet from the Southwest corner of said Section 9.

Containing 2.143 acres more or less.

NOTE: Bearings and coordinates used in this description are based on the State of California Plane Coordinate System, Zone III, California, as described in the U. S. Coast and Geodetic Survey Publication No. 253 and based locally on a U. S. Coast and Geodetic Survey Triangulation Station "Thayer 1947" and a Corps of Engineers Triangulation Station "Hum."

TRACT A101E-2

All that certain property situated in the County of Santa Clara, State of California, being a portion of Pueblo Tract No. 3 of San Jose City Lands, described as follows:

An easement for road purposes over a segment or in parts thereof of an existing dirt road approximately 20 feet in width, known as the "Loma-Almaden Road," as said road existed on March 1, 1955, the centerline of said segment is described as follows:

Commencing at the section corner common to Sections 4, 5, 8 and 9, Township 9 South, Range 1 East, MDM., thence East along the section line between said Sections 4 and 9, 1329.90 feet (20.15 chains according to the Government Plat) to a point, said point being on the most Northwestern corner of Lot 1 of said Section 9, said point also being on the Southwesterly line of Pueblo Tract No. 3 of San Jose City Lands; thence North $57^{\circ} 38' 22''$ East 2821.62 feet to a point on the centerline of a County Road known as "Hicks Road" and the

true point of beginning; thence from the true point of beginning North $78^{\circ} 50'$ West 51.72 feet; thence on a curve to the left with a radius of 250.00 feet, through an angle of $60^{\circ} 03'$, for a distance of 262.02 feet; thence South $41^{\circ} 07'$ West 161.96 feet; thence on a curve to the left with a radius of 100.00 feet, through an angle of $85^{\circ} 47'$ for a distance of 149.72 feet; thence South $44^{\circ} 40'$ East 120.94 feet; thence on a curve to the right with a radius of 100.00', through an angle of $123^{\circ} 38'$, for a distance of 215.78 feet; thence South $78^{\circ} 58'$ West 166.63 feet; thence on a curve to the left with a radius of 75.00 feet, through an angle of $64^{\circ} 23'$, for a distance of 84.28 feet; thence South $14^{\circ} 35'$ West 56.23 feet; thence on a curve to the right with a radius of 75.00 feet, through an angle of $45^{\circ} 37'$, for a distance of 59.71 feet; thence South $60^{\circ} 12'$ West 102.94 feet; thence on a curve to the left with a radius of 100.00 feet, through an angle of $31^{\circ} 16'$, for a distance of 54.57 feet; thence South $28^{\circ} 56'$ West 212.92 feet; thence on a curve to the left with a radius of 75.00 feet, through an angle of $80^{\circ} 39'$, for a distance of 105.57 feet; thence South $51^{\circ} 43'$ East 130.08 feet; thence on a curve to the right with a radius of 75.00 feet, through an angle of $80^{\circ} 38'$, for a distance of 105.55 feet; thence South $28^{\circ} 55'$ West 134.96 feet; thence on a curve to the right, with a radius of 75.00 feet, through an angle of $79^{\circ} 44'$ for a distance of 104.37 feet; thence North $71^{\circ} 21'$ West 25.71 feet, thence on a curve to the left with a radius of 75.00 feet, through an angle of $34^{\circ} 59'$ for a distance of 45.79 feet; thence South $73^{\circ} 40'$ West 92.62 feet; thence on a curve to the left with a radius of 175.00 feet, through an angle of $61^{\circ} 36'$, for a distance of 188.15 feet; thence South $12^{\circ} 04'$ West 55.46 feet; thence on a curve to the right with a radius of 100.00 feet, through an angle of $68^{\circ} 59'$ for a distance of 120.40 feet; thence South $81^{\circ} 03'$ West 48.45 feet, thence on a curve to the left with a radius of 75.00 feet, through an angle of $56^{\circ} 57'$, for a distance of 75.55 feet; thence South $24^{\circ} 06'$ West 234.68 feet; thence on a curve to the right with a radius of 150.00 feet, through an angle of $19^{\circ} 19' 43''$, for a distance of 50.60 feet to a point on the Northeasterly line of said Lot 1 of Section 9, the point of ending, said point also being on the Southwesterly line of Pueblo Tract No. 3 of San Jose City Lands, said point of ending bears South $58^{\circ} 54' 42''$ East 1060.48 feet from the Northwest corner of said Lot 1 of Section 9.

Containing 1.476 acres, more or less.

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A101E-2

(NOTE: Bearings and coordinates used in this description are based on the State of California Plane Coordinate System, Zone III, California, as described in the U. S. Coast and Geodetic Survey Publication No. 253 and based locally on a U. S. Coast and Geodetic Survey Triangulation Station "Thayer 1947" and a Corps of Engineers Triangulation Station "Hum.")

Said Easement and Right-of-Way are for the following purposes: A perpetual joint use right-of-way and easement for the construction, maintenance, operation and improvement of a road, over the above described parcel of land.

The Grantor for itself, successors and assigns, covenants and agrees with the United States of America and its assigns to pay all taxes and assessments on said land promptly when due and to warrant and defend said easement and rights of the United States of America and its assigns against the lawful claims and demands of all persons whatsoever for the full term of said easement.

EXECUTED this 18th day of March 19 57.

SAN JOSE ABSTRACT & TITLE COMPANY,
a Corporation, formerly known as
SAN JOSE ABSTRACT & TITLE
INSURANCE CO.

By:

Vice President

By:

Secretary

STATE OF CALIFORNIA,

County of Santa Clara ss.

On this 18th day of March in the year one thousand nine hundred and fifty-seven

before me, the undersigned

Santa Clara

a Notary Public in and for the County of
State of California, residing therein, duly commissioned and sworn, personally appeared
F. W. HILTON and M. R. TAGGART
known to me to be the Vice President & Secretary, respectively,
of the corporation described in and that executed the within instrument, and also known to me to be
the persons who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
County of Santa Clara the day and year in this certificate
first above written.

C. Lee McKown
Notary Public in and for the County of Santa Clara

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Redwood Coast Energy Authority
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
	Energy Management Service	SCD Energy Solutions
Alta Power Group, LLC	Engineers and Scientists of California	
Anderson & Poole		
Atlas ReFuel	GenOn Energy, Inc.	SCE
BART	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Water Power and Sewer
California Energy Commission	ICF	Seattle City Light
California Public Utilities Commission	IGS Energy	Sempra Utilities
California State Association of Counties	International Power Technology	Southern California Edison Company
Calpine	Intestate Gas Services, Inc.	Southern California Gas Company
	Kelly Group	Spark Energy
Cameron-Daniel, P.C.	Ken Bohn Consulting	Sun Light & Power
Casner, Steve	Keyes & Fox LLP	Sunshine Design
Cenergy Power	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
Center for Biological Diversity		TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Chevron Pipeline and Power	Los Angeles County Integrated	TransCanada
City of Palo Alto	Waste Management Task Force	Troutman Sanders LLP
	MRW & Associates	Utility Cost Management
City of San Jose	Manatt Phelps Phillips	Utility Power Solutions
Clean Power Research	Marin Energy Authority	Water and Energy Consulting Wellhead
Coast Economic Consulting	McKenzie & Associates	Electric Company
Commercial Energy		Western Manufactured Housing
Crossborder Energy	Modesto Irrigation District	Communities Association (WMA)
Crown Road Energy, LLC	NLine Energy, Inc.	Yep Energy
Davis Wright Tremaine LLP	NRG Solar	
Day Carter Murphy		
Dept of General Services	Office of Ratepayer Advocates	
Don Pickett & Associates, Inc.	OnGrid Solar	
Douglass & Liddell	Pacific Gas and Electric Company	
	Peninsula Clean Energy	