

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



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 4399G/6114E**  
**As of April 7, 2021**

Subject: Grant of Easement to Alameda County Flood Control and Water Conservation District for a Multi-Purpose Public Pedestrian Path Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 03-12-2021

Date to Calendar: 03-17-2021

Authorizing Documents: None

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>04-11-2021</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Annie Ho

415-973-8794

[PGETariffs@pge.com](mailto: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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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](mailto:edtariffunit@cpuc.ca.gov)**



March 12, 2021

**Advice 4399-G/6114-E**  
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: Grant of Easement to Alameda County Flood Control and Water Conservation District for a Multi-Purpose Public Pedestrian Path – Request for Approval Under Section 851 and General Order 173**

**Purpose**

Pacific Gas and Electric Company (“PG&E”) requests Public Utilities Commission (“CPUC” or “Commission”) approval under Public Utilities Code Section 851 (Section 851) and General Order (GO) 173 to grant the Alameda County Flood Control and Water Conservation District (“Grantee”) a non-exclusive easement to install a multi-purpose pedestrian walkway and bicycle path (“Easement Agreement”) on a portion of PG&E’s property on Empire Road, west of Heskett Road, adjacent to the San Leandro Creek Channel (the “Property”). Grantee will pay to PG&E \$7,700 representing the appraised fair market value for the proposed easement.

PG&E has determined that granting the easement will not interfere with PG&E’s operations or its ability to provide utility services to its customers. In addition, the granting of this easement will not be adverse to the public interest, but instead will serve the public interest by devoting land in support of the public recreational trail system in Alameda County.

**Background**

PG&E owns land, buildings, and other facilities in connection with the provision of electric and natural gas services to its customers throughout Northern and Central California. In the provision of these services, PG&E relies on a portfolio of fee properties, rights-of-way, and facilities to support its electric and gas activities.

PG&E owns the 0.42-acre or 18,295.2 sq. ft. parcel of land in the City of Oakland, County of Alameda (APN: 045-5320-04; SBE 135-1-18A-3). Grantee contacted PG&E in January, 2019 to request the Easement Agreement – Attachment 1, for a six-mile-long trail project which will link the Bay Trail with Lake Chabot. Grantee seeks to extend its pedestrian walkway and bicycle trail over the San Leandro Creek Channel to a connector path through the proposed 31-foot-wide easement across the Property onto Empire Road as described in Exhibit A and depicted in Exhibit B of Attachment 1. The

Easement Area contains two separate strips of land on the most westerly side of the Property shown as Parcel 1 and Parcel 2, in the Agreement (Attachment 1) and is also referenced in the attached assessor parcel map (Attachment 5). Parcel 1 is for construction of a maintenance access road for the Grantee to use, including a trail for public use, which is a strip of land approximately 31 feet wide beginning at the northwest corner of the Property located at Empire Road and extending south along the westerly boundary line approximately 148 feet of the Property (total approximately 4627 sq. ft. or 0.10 acres). Parcel 2 is for a structure easement for a placement of footing of a pedestrian and bicyclist bridge, which is a strip of land approximately 25 feet wide beginning at the southwest corner of Parcel 1 and extending south along the westerly boundary line of the Property (total approximately 518 sq. ft. or 0.01 acres). The Property is currently used for the operation of a 24" gas line located on the easterly side of the property and 115kV transmission overhead lines. The proposed Easement Agreement will be along the most westerly portion of the Property.

PG&E determined that the Grantee's request would not interfere with PG&E's operation or delivery of reliable service. PG&E and Grantee will finalize the Easement Agreement for the Public Recreational Trail once Section 851 approval is received.

The requested easement is part of the San Leandro Creek Trail Master Plan project description as shown in Attachment 2. The initial phase of the San Leandro Creek Trail Project focuses on improvements for a new pedestrian and bike trail along San Leandro Creek.

This transaction is in the public interest as the project will serve residents in the cities of Oakland and San Leandro in Alameda County. PG&E will not need to relocate any of its facilities to provide the Grantee the requested easement and it will not impede PG&E's ability to conduct all operations necessary to access, maintain, repair, and replace its facilities.

For the above reasons, PG&E respectfully requests the Commission approve this Section 851 request to grant the Alameda County Flood Control and Water Conservation District an easement relating to this PG&E property, and find that doing so is not adverse to the public interest because it will not impair PG&E's provision of safe and reliable utility service to customers. Rather, PG&E will be advancing the public interests by allowing land it currently does not use for utility purposes to be used for other important public purposes.

### **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). On January 14, 2021, the Commission adopted Resolution E-5076 which established Guidelines to Implement the Tribal Land Policy (Guidelines).

Section 1.3d of the Guidelines states that “disposition” means the transfer, sale, donation, or disposition by any other means of a fee interest in real property. Therefore, the easement subject to this Advice Letter is not covered by 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	Alameda County Flood Control and
Steven Frank	Water Conservation District
Law Department	Capital Projects Delivery
P.O. Box 7442	399 Elmhurst Street
San Francisco, CA 94120	Hayward, CA 94544
Telephone: (415) 973-6976	Telephone: (510) 670-6549
Facsimile: (415) 973-5520	moses@acpwa.org
Email: steven.frank@pge.com	

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

The Property (Assessor’s Parcel No. 045-5320-041 approximately 0.43 acres) is shown as Lot 146 as shown upon Tract Map 669 filed for record in Book 8 of Maps at Page 64 located in the City of Oakland, County of Alameda.

The Property is used for the operation of a 24” gas line located on the easterly side of the property and 115kV transmission overhead lines. The proposed easement will be along the most westerly portion of the Property.

**(c) Intended Use of the Property:**

The Grantee will use the Agreement to construct a public pedestrian and bicycle path and associated landscaping as described in the Agreement (see Attachment 1).

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

PG&E will receive a one-time fee of \$7,700 for granting the easement (see Attachment 3).

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

PG&E will account for this one-time fee as Electric/Gas Other Operating Revenue.

**(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:**

No PG&E property is being sold or disposed of, and there is no impact to PG&E's rate base nor will granting the Easement Agreement affect PG&E's ability to provide reliable service to its customers and the 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:**

The fair market value of the easement is \$ 7,700 and was determined by an appraisal, detail of which is provided in Attachment 3.

**(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:**

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

**(m) Environmental Information**

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

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

This project is categorically Exempt (Attachment 4) from Alameda County Flood Control & Water Conservation district as a Responsible Agency under CEQA.

<b>Lead Agency</b>	Alameda County Flood Control & water Conservation District Attn: Kwablah Attiogbe 399 Elmhurst Street Hayward, Ca 94544 Telephone: (510) 670-5772
<b>Type of CEQA Document Prepared</b>	Notice of Exemption (Attachment 4)
<b>Date Approved</b>	January 14, 2019
<b>Date Notice of Exemption Filed</b>	July 31, 2019

**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 April 1, 2021, which is 20 days after the date of this submittal. Protests must be submitted to:

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

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 April 11, 2021, 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

Attachment 1 - Easement Agreement (Public Recreation Trail)  
Attachment 2 - Project Description  
Attachment 3 - Valuation Summary  
Attachment 4 - Notice of Exemption  
Attachment 5 - Assessor's Parcel Map

\*\*\*\*\* SERVICE LIST for Advice 4399-G/6114-E \*\*\*\*\*  
APPENDIX A

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

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

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

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

\*\*\*\*\*3<sup>rd</sup> Party\*\*\*\*\*

Alameda County Flood Control and Water  
Conservation District  
Attn: Aichael Tadesse  
399 Elmhurst Street  
Hayward Ca 94544  
Telephone: (510) 670-5705  
Email: Michaelt@acpwa.org

\*\*\*\*\*AGENCIES\*\*\*\*\*

Alameda County Clerk-Recorder's Office  
1106 Madison Street  
Oakland, CA 94607



# 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) #: 4399-G/6114-E

Tier Designation: 2

Subject of AL: Grant of Easement to Alameda County Flood Control and Water Conservation District for a Multi-Purpose Public Pedestrian Path – 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: 4/11/21

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 proposed<sup>1</sup>: N/A

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

<sup>1</sup>Discuss 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](mailto: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](mailto:PGETariffs@pge.com)

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

# **Attachment 1**

**Easement Agreement (Public Recreation Trail)**

LD 2303-02-10008

San Leandro Creek Trail Easement  
RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

Location: City of Oakland  
Recording Fee \$0.00 (Government Code Section 27383)  
Document Transfer Tax \$0.00 (Revenue and Taxation Code Section 11922)  
 This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale  
 Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

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Signature of declarant or agent determining tax

(A portion of APN 045-5320-041)  
(ACFC&WCD Zone 12, Line B - R/W Desc. No. 8355)

**EASEMENT AGREEMENT  
(Public Recreational Trail)**

This Easement Agreement ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter called "**Grantee**."

**RECITALS**

A. PG&E owns that certain real property within the County of Alameda, State of California, located on Empire Road, Oakland, California (Assessor's Parcel Number 045-5320-041, SBE 135-01-018A) and more particularly described as Lot 146 of TRACT 669 as shown upon the map filed for record October 25, 1943 in Book 8 of Maps at page 64, Alameda County Records, (hereinafter, the "**Property**").

B. Grantee is the owner of certain real property (the "**Benefitted Property**") within the County of Alameda, State of California, commonly known as the San Leandro Creek Channel.

Grantee proposes to construct a pedestrian bridge over the channel adjacent to the Property as part of the larger San Leandro Creek Trail Project, and in connection therewith, Grantee has requested that PG&E grant an easement for a public pedestrian path over the Property.

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

Now, therefore, in consideration of Grantee's agreement to pay the sum of Seven Thousand and Seven Hundred Dollars (\$7,700.00), and for other good and valuable consideration, PG&E and Grantee agree as follows:

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

(a) Recreational Trail Easement. A non-exclusive easement over a portion of the Property, thirty one (31) feet in width (the "Easement Area") described in **EXHIBIT A and shown upon EXHIBIT B** attached hereto and made a part hereof, within which Grantee shall install, construct, reconstruct, resurface, repair and maintain a paved recreational trail, not exceeding ten (10) feet in width, for public use by pedestrians, bicycles and occasional use for Grantee's and Grantee's invitees maintenance vehicles and equipment.

2. Limitations on Use:

(a) The Easement Area, and any facilities permitted to be constructed thereon, are to be used by Grantee only for those uses permitted in Section 1 above, and for no other purpose.

(b) 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 facilities within or in the vicinity of the Easement Area, or otherwise when PG&E deems it advisable to do so, 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.

(c) Grantee shall not erect or construct any buildings or other structures within the Easement Area, excepting out footings, fixtures, and appurtenances, as grantee deems necessary for those uses permitted in Section 1 above, and for no other purpose.

(d) The rights hereby granted shall not extend to any portion of the Property which is isolated from the Easement Area.

3. Condition of Easement Area. Grantee 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. 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 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.

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 (“**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.

4. Grantee’s Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements (“**Improvements**”) as may be necessary and appropriate for Grantee’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. 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. 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 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 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 PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E 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, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that PG&E’s review of Grantee’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. Grantee 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. 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 Easement Area; 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 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 Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee 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 Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the 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. Grantee 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 Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (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. Grantee 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. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantee 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 Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) 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 Property, PG&E's utility facilities, 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 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 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 Grantee'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 Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee 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 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;

(f) 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;

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

(h) Coordination. Grantee 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.

(i) PG&E 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 fifteen (15) 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 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 PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

5. Indemnification; Release.

(a) Grantee 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**"), including Claims arising from the passive or active negligence of the Indemnitees, 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 PG&E or 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 PG&E, 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 PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, 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 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 Property shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Grantee for, and Grantee 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.

(d) Grantee shall, to the maximum extent permitted by law, 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 Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit C**, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

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

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area 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. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 13.

7. Abandonment, Termination. In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate and the easement and other rights of Grantee 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 Grantee'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, Grantee shall remove, at no cost to PG&E, Grantee's facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, Grantee 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. Subject to the provisions of Section 10 below, PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use of 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 or desirable to do so.

(b) Grantee 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.

(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, 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 112 (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 Grantee shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easement granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee 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 (  Disposition Letter  Advice Letter  Decision \_\_\_\_\_<sup>22</sup>), in like manner as though said provisions were set forth in full herein.

10. Relocation. Subject to the provisions of this Section 10, the rights granted to Grantee herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's existing and/or future facilities, including, but not limited to, PG&E's existing gas and electrical transmission lines which traverse the Property. If PG&E's use of its reserved rights described above necessitates the relocation of any of Grantee's facilities, Grantee shall, at its own cost and expense, relocate such facilities to an alternate location mutually agreed upon between PG&E and Grantee, provided Grantee is given at least twenty (20) days prior written notice of such required relocation. Any such relocation of Grantee's facilities shall be coordinated and scheduled between PG&E and Grantee so as to minimize, to the extent practicable, any interference with Grantee's use and operation of its facilities resulting from such relocation. If no alternate location is available on the Property, this Agreement shall terminate.

11. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee 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 Grantee, its employees and agents on or about the Easement Area, the insurance specified in **Exhibit C**, 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). Prior to Grantee's entry on the Property, and thereafter thirty (30) days prior to the expiration date of any policy, Grantee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as required by this Agreement. 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.<sup>26</sup> Grantee is also responsible for causing its agents,

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<sup>22</sup> insert CPUC number.

<sup>26</sup>

For so long as Grantee (a) is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, or (b) is a public utility (as that term is defined in the California Public Utilities Code), or (c) maintains a net worth (measured in accordance with generally accepted accounting principles applicable to public utility companies) not less than twenty (20) times the limit of liability (per-occurrence) from time to time required hereunder for Grantee's Commercial General Liability Insurance coverage (or if such coverage is no longer available, its replacement); then Grantee may elect to self-insure for any or all of the required coverage. If Grantee is permitted to self-insure hereunder and elects to do so, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to require

contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee 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.

12. Mechanics' Liens. Grantee 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 Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantee 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.

13. 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: Francisco Garcia  
1850 Gateway Blvd., 7<sup>th</sup> Floor  
Concord, CA 94520

With a copy to:

If by registered or certified mail, return receipt requested:

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

If by personal delivery or overnight courier:

Pacific Gas and Electric Company  
Law Department  
77 Beale Street, Mail Code B30A  
San Francisco, California 94120  
Attention: Director & Counsel, Contracts Section (Real Estate)

If to Grantee:

Alameda County Flood Control and  
Water Conservation District

399 Elmhurst Street  
Hayward, CA 94544

Attention: Supervising Right of Way Agent With a copy to:  
Office of the County Counsel, County of Alameda  
Attn: Deputy County Counsel for PWA  
1221 Oak Street, Suite 450  
Oakland, CA 94612

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

15. 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.

16. 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 18). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee 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.

17. Assignment. This Agreement and the rights of Grantee hereunder are appurtenant to the Benefitted Property and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the foregoing condition shall be void and of no effect.

18. 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 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.

19. 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.

20. No Offsets. Grantee 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 Grantee under this Agreement. Further, Grantee 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 Grantee 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.

21. 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 Grantee, 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

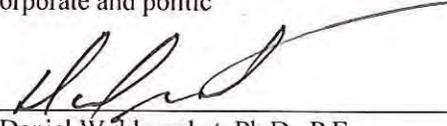
27. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense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

ALAMEDA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,  
a body corporate and politic

By: \_\_\_\_\_

By:   
Daniel Woldesenbet, Ph.D., P.E.

Its: \_\_\_\_\_

Its: Director of Public Works

Exhibits A, B and C attached



**EXHIBIT "A"**

**ALAMEDA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT DESCRIPTION**

**ZONE 12, LINE P**

**GRANT OF EASEMENT FROM PG&E**

**MAP: RF-2196**

**DESC. NO. 8355**

**APN: 45-5320-41 (Por.)**

**DATE: January 14, 2020**

All that certain real property situate in the City of Oakland, County of Alameda, State of California and described as follows:

A portion of Lot 146, Tract 669 as shown in Book 8 of Maps at pages 64 and 65, filed October 25, 1943, Alameda County Records, said Lot being granted by Marjorie and Carl C. Lassen to Pacific Gas and Electric Company in the Instrument recorded January 13, 1944 in Book 4500 at page 58, Alameda County Records and said portion being more particularly described as follows:

**PARCEL 1**

**Beginning** at the point of intersection of the southwesterly line of Empire Avenue, 50 feet wide (the bearing of said southwesterly line of Empire Avenue taken as North 71°35'20" West for the purpose of this description) and the westerly line of said Lot 146;

Thence, along said westerly line, South 13°05'25" East, 148.88 feet to the northerly line of the Alameda County Flood Control and Water Conservation District easement described as Parcel 38 in Instrument 73-007258, recorded January 18, 1973, Alameda County Records, also being a point for convenience hereinbelow designated as POINT "A";

Thence, along said northerly easement line, South 71°03'44" East, 31.00 feet;

Thence, leaving said northerly easement line, North 18°56'16" East, 8.90 feet;

Thence, parallel with and distant 31.00 feet at right angles thereto, from said westerly Lot line, North 13°05'25" West, 127.05 feet;

Thence, north 18°24'40" east, 10.00 feet to said southwesterly line of Empire Avenue;

Thence, along said southwesterly line of Empire Avenue, north 71°35'20" west, 42.49 feet returning to the **Point of Beginning**.

And containing an area of 4627 square feet of land, more or less.

END OF DESCRIPTION

**PARCEL 2**

**Beginning** at the hereinabove point designated at POINT "A";

Thence, along the aforementioned northerly easement line, South 71°03'44" East, 25.00 feet;

Thence, leaving said northerly easement line, South 13°05'25" East, 23.48 feet to the southerly line of the last named easement;

Thence, along the last said southerly line, North 75° 00' 00" West, 24.02 feet to the said the westerly line of said Lot 146;

Thence, along last said westerly line North 13° 05' 25" West, 25.43 feet to the **Point of Beginning**.

And containing an area of 518 square feet of land, more or less.

END OF DESCRIPTION

A plat of the above described properties is attached hereto as Exhibit "B" and by this reference , made a part hereof. This description is invalid without said Exhibit "B"

This real property description has been prepared by me or under my direct supervision in conformance with the California Professional Land Surveyor's Act.



Ron Archer Jr. PLS 8427  
Senior Land Surveyor,  
Alameda County Public Works Agency

Date: 1/14/20

# LEGEND

-  DESCRIPTION NUMBER
-  EASEMENT
-  PROPERTY LINE
-  CENTER LINE
-  NEW ACCESS EASEMENT
-  NEW STRUCTURE EASEMENT

PARCEL 1  
4627 S.F.1

LOT 19

A.P.N.: 45-5320-41

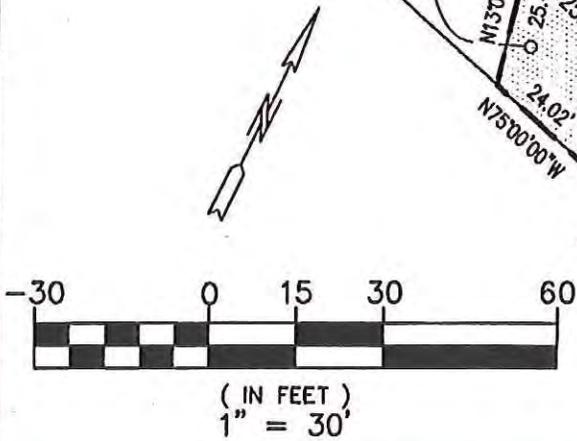
TRACT 669  
8 MAPS 64

LOT 146

PG&E  
4500 OR 58  
01/13/1944

LOT 20

A.C.F.C. & W.D.  
S-73-007258 01/18/1973 PCL 38 ESMT  
SAN LEANDRO CREEK



COUNTY OF ALAMEDA ★ PUBLIC WORKS AGENCY  
SURVEY DEPARTMENT

## EXHIBIT B

PUBLIC ACCESS AND STRUCTURE EASEMENT  
EMPIRE ROAD TO SAN LEANDRO CREEK BRIDGE

DRAWN	R.A.J..	DATE	JANUARY, 2020
FILE NO:	RF-2196	SCALE	1" = 30'
CHECKED	JLH	SHEET NO:	1 of 1

K:\CONTRACTS\2020\2020-01-18\RF-2196\RF-2196.dwg P:\SURVEY\2020\RF-2196\RF-2196.dwg  
 Plotted for P&E-Dispatched on 01/14/20 12:44:45 PM

## EXHIBIT C

### INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee 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 \$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 \$1,000,000 per occurrence \$2,000,000 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 Grantee. 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 Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

#### Additional Insurance Provisions

- 1. Upon the Effective Date of the Easement Agreement Grantee 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  
One Market, Spear Tower, Suite 2400  
San Francisco, California 94105

Pacific Gas and Electric Company  
1850 Gateway Blvd. (7<sup>th</sup> Floor)  
Concord Ca, 94520  
Attn Francisco Garcia

4. Upon request, Grantee shall furnish PG&E evidence of insurance for its agents or contractors.

PG&E may inspect the original policies or require complete certified copies at any time.

## **Attachment 2**

### **Project Description**



## 1. PROJECT DESCRIPTION

We understand that the initial phase of the San Leandro Creek Trail Project includes improvements for a new pedestrian and bike trail along San Leandro Creek extending from Hegenberger Road to 105<sup>th</sup> Avenue. The improvements will include asphalt pavement for the new trail, two pedestrian bridges, a maintenance vehicle bridge, associated small retaining walls, and miscellaneous supports for guardrails and for other lightly-loaded structures. The project location is presented on Figure 1, which is titled Proposed Boring Locations Overview.

The new pedestrian and bike trail will follow the path of an existing access road along the south bank of San Leandro Creek from Hegenberger Road to the Union Pacific Railroad (UPRR). Two pedestrian bridges will provide additional trail access to the north bank of the creek at: 1) Columbian Gardens Park through a PG&E property, and 2) the open space area at the end of Empire Road. From the north bank of San Leandro Creek at the Empire Road Open Area, current plans are to continue the trail along the north bank crossing below the UPRR, below an I-880 overpass bridge, over an existing drainage channel, and through an empty lot to 105<sup>th</sup> Ave.

The existing path along the south bank of San Leandro Creek from Hegenberger Rd. to the UPRR consists of an aggregate base access road. This access road is typically used for sporadic maintenance vehicle traffic. The project will include a new asphalt pavement section over this section of the trail, while trying to take advantage as much as possible of the existing aggregate base. Other areas of the proposed trail are covered in grass (PG&E property and below I-880 overpass), dirt (Empire Rd. open space) or gravel (empty lot at 105<sup>th</sup> Ave.). We expect that the completed trail will only receive pedestrian and bicycle traffic, along with sporadic maintenance vehicle traffic.

As mentioned previously, two pedestrian bridges and a maintenance vehicle bridge are planned for the trail. We understand that the District currently plans to use pre-fabricated pedestrian bridges. The pedestrian bridges will be located to provide access to the trail at Columbian Gardens Park / PG&E property, and at the open space at the end of Empire Rd. The maintenance vehicle bridge will be located near the intersection of I-880 and the UPRR; and will replace a timber bridge, which previously existed at the site and has burnt down. We understand that the previous bridge was also used for maintenance vehicles to cross over the existing drainage channel. The previous timber bridge had concrete abutments with each abutment supported on three one-foot-diameter five-foot-deep drilled piers. We expect that associated, small retaining walls could be needed at the bridge locations.

In addition, we understand that guardrails will be required along the trail from 98th Ave. to 105th Ave.; and a canopy protective structure could be required if the trail is routed under the UPRR. We expect these structures to be lightly loaded and supported on shallow footings.

## **Attachment 3**

### **Valuation Summary**

**R/W - PARCEL:** 8355

**DATE:** January 29, 2020

**TO:** Beth Perrill, Supervising Right of Way Agent

**FROM:** Michael Tadesse, Associate Right of Way Agent

**SUBJECT:** Non-Complex Valuation

**PROJECT:** ACQUISITION OF AN EASEMENT FOR PUBLIC USE FOR THE SAN LEANDRO CREEK URBAN GREENWAY - PHASE 1 PROJECT FROM PACIFIC GAS & ELECTRIC COMPANY IN FAVOR OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT [ZONE 12, LINE-P (SAN LEANDRO CREEK)]

**DATE OF VALUATION:** January 23, 2020

**OWNER:** PACIFIC GAS & ELECTRIC COMPANY

**PROPERTY IDENTIFICATION:** Assessor's Parcel No. 45-5320-41 (Por.)

**DATE ACQUIRED:** January 13, 1944, Recorded in Book 4500, Page 58

**INTEREST APPRAISED:** Access and Structure Easement for Public Use

**PROJECT DESCRIPTION:** Alameda County Flood Control and Water Conservation District (District) requires a combination of an Access and Structure Easement (ASE) for Public Use of approximately 5,145± Sq. Ft. in size, along the westerly portion of the subject parcel located between the District's property and Empire Road in Oakland. The ASE will allow public access to the planned San Leandro Creek Trail extension from Hegenberger Road to 105th Avenue, which will parallel the District's adjoining flood control channel. In addition, the ASE provides for a maintenance access road for District use from San Leandro Creek to Empire Road.

**PROPERTY DESCRIPTION:** The subject property is an irregular-shaped parcel of approximately 18,603 Sq. Ft. (0.43 acres) in size. It is a vacant lot with Pacific Gas & Electric Company (PG&E) aerial power lines traversing it north to south. The District's San Leandro Creek (Zone 12, Line P) flowing west abuts the property on the southerly side. The property is identified as Empire Road, Oakland, CA, and has legal access to said street.

**ZONING AND HIGHEST AND BEST USE:** The subject property is zoned by the City of Oakland as RD-1 (Detached Unit Residential) which the City of Oakland fully describes as "*Detached Unit Residential -1 Zone. The intent of the RD-1 Zone is to create, maintain, and enhance areas with detached, single unit structures. A limited number of commercial uses will be permitted or conditionally permitted in existing Nonresidential Facilities.*" According to the City of Oakland General Plan, the subject property is designated as described in its zoning description. The highest and best use is defined as the most profitable, continuous use to which property can be put. It is also that use, from among reasonable,

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**NON COMPLEX VALUATIONS (\$25,000 OR LESS)**

probable, and legal alternative uses found to be physically possible, appropriately supported, financially feasible, and results in the highest land value. Given the use and zoning of the subject property, its location, size, and shape, and considering the land uses in the immediate area, it is the appraiser's opinion that the highest and best use of the subject property is its current use as Residential.

**PARCEL VALUATION:** The five discussed comparables bracket an unadjusted land value of between \$8.82 and \$24.69 per Sq. Ft. Based primarily on Comparable No. 1, that is located within less than a mile radius of the subject property with adjustments for size, location and access, this comparable establishes the estimated market value of the subject property at \$29.60 per Sq. Ft.

A portion of PG&E's property is currently encumbered with a permanent access easement (AE) that the District previously acquired for District use only. However, the District now requires an additional easement on this AE for the public use of the trail. In addition, the District also requires a Structure Easement on the existing AE for a bridge footing that will be installed to facilitate the use of the trail and to access the trail extension from the District's channel along San Leandro Creek towards Empire Road. The proposed ASE has no impact on the continued operation of business on PG&E's property. The assigned value of the ASE is 5% of fee to the value of the subject property or \$7,700.00 rounded.

Access Easement:	4,627 Sq. Ft. @ \$29.60/ Sq. Ft.	= \$136,959.20 X 5%	= \$6,847.96
Access and Structure Easement:	518 Sq. Ft. @ \$29.60/ Sq. Ft.	= \$ 15,332.80 X 5%	= \$ 766.64
		<u>Total</u>	= <u>\$7,614.60</u>
		<b><u>Rounded Total</u></b>	<b><u>\$7,700.00</u></b>

**OTHER PERTINENT DATA:** There is nothing significant about the subject property when compared to other similar properties in the immediate vicinity of project.

The valuation contained herein is confidential and has been prepared for District use only as a step in the acquisition process upon which to base offers of settlement and, thereafter, acquire said parcel. A full appraisal would be required if eminent domain proceedings are advised.

**NON COMPLEX VALUATIONS (\$25,000 OR LESS)**

The undersigned appraised the properties contained herein and recommends approval of this report.

APPRAISER:

  
\_\_\_\_\_  
Michael Tadesse  
Associate Right of Way Agent  
Right of Way Services Section

The undersigned has reviewed and recommends approval of this report.

APPROVED:

  
\_\_\_\_\_  
Beth Perrill  
Supervising Right of Way Agent  
Right of Way Services Section

The above appraised value is approved for purposes of the acquisition of the above designated easement requirements.

  
\_\_\_\_\_  
Hank Ackerman, P.E.  
Flood Program Manager  
Alameda County Public Works Agency

Date: 1-31-20

**SUBJECT PROPERTY**

**R/W NO. 8355**

**PROPERTY ASSESSOR'S PARCEL NO.: 45-5320-41**



From Empire Road; the southerly view of the subject property with the District's Access Easement for the flood control facility in the distance.



From the District's flood control channel: The northerly view of the subject property. Note the District Access Easement in the foreground adjacent to the channel upon which an additional Access and Structure Easement is now required.

COMPARABLE NO. 1



688 Louisiana Street, Oakland, CA  
APN: 44-5016-1-2

**LOCATION:** 688 Louisiana Street, Oakland, CA

**GRANTEE:** Aurora and Fabian Romo

**GRANTOR:** Xin Biao Jiang

**CONFIRMED:** Of record

**ASSESSOR'S No.:** 44-5016-1-2

<b>ASSESSED:</b>	2018-19	<b>FMV:</b>	<b>LAND:</b>	\$ 64,244
			<b>IMPS:</b>	\$
			<b>TOTAL:</b>	\$ 64,244

<b>DATE OF DEED:</b>	2/22/2019	<b>RECORDING DATA:</b>	2/28/2019	<b>DTF:</b>	\$118.80
		<b>SERIES NUMBER:</b>	2019037313		

**ZONING:** RM-1                      **PRESENT USE:** Vacant

**HIGHEST AND BEST USE:** Residential

**SALES PRICE:** \$108,000                      **FINANCING:** All cash to seller

**LAND:**    **UNIT VALUE:** \$24.69/Sq. Ft.  
**Dimensions:** Rectangular  
**Area:** 4,375 Sq. Ft. (0.10 Acres)

<b>IMPROVEMENTS:</b>	None		<u>\$108,000</u>
			<u>0</u>
		<b>TOTAL:</b>	<u>\$108,000</u>

**Remarks:**

This is a February 2019 sale of a rectangular-shaped tax parcel totaling 4,375 Sq. Ft. with a value of \$108,000. This sale is located less than a mile north of the subject property in an area of Oakland that is located in an area that has residential uses. It is zoned by the City of Oakland as RM-1 or Mixed Housing Type Residential - 1 Zone. This sale was vacant at the time of sale and is currently vacant. It is comparable to the subject property, has an unadjusted value of \$24.69 per Sq. Ft., and is adjusted for its smaller size, access and topography. It has an adjusted value of \$29.60 per Sq. Ft.

**Date Inspected:** January 22, 2020

**By:** Michael Tadesse

COMPARABLE No. 2



Homewood Drive, Oakland, CA  
APN: 48E-7323-20

**LOCATION:** Homewood Drive, Oakland, CA (One property north of 7145 Homewood Drive)

**GRANTEE:** Kristine Ngo

**GRANTOR:** Constantine Touloumis

**CONFIRMED:** Of record

**ASSESSOR'S No(S):** 48E-7323-20

<b>ASSESSED:</b>	2018-19	<b>FMV:</b>	<b>LAND:</b>	\$ 6,888
			<b>IMPS:</b>	\$ 0
			<b>TOTAL:</b>	\$ 6,888

<b>DATE OF DEED:</b>	11/13/2019	<b>RECORDING DATA:</b>	11/21/2019	<b>DTF:</b>	\$82.50
		<b>SERIES NUMBER:</b>	2019239649		

**ZONING:** RH-4/S-10/S-11      **PRESENT USE:** Vacant

**HIGHEST AND BEST USE:** Residential

**SALES PRICE:** \$75,000      **FINANCING:** All cash to seller

**LAND:**      **UNIT VALUE:** \$ 8.82/Sq. Ft.

**Dimensions:** Rectangular  
**Area:** 8,500 Sq. Ft. (0.20 Acres)

<b>IMPROVEMENTS:</b>	Land	\$ 75,000
	None	0
	<b>TOTAL:</b>	<u>\$ 75,000</u>

**Remarks:**

This is a November 2019 sale of a rectangular-shaped parcel totaling 8,500 Sq. Ft. for \$75,000 or \$8.82 per Sq. Ft. This sale is located seven and a half miles north of the subject property. The property is located in a residential area. This parcel is zoned RH-4 or Hillside Residential - 4 Zone by the City of Oakland. The property was vacant at the time of sale and is currently vacant. This comparable has an adjusted value is \$11.50 per Sq. Ft.

**Date Inspected:** January 22, 2020

**By:** Michael Tadesse

COMPARABLE No. 3



Skyline Boulevard, Oakland, CA  
APN: 48E-7320-48



COMPARABLE No. 4



3257 Monterey Boulevard, Oakland, CA  
APN: 29-1063-35

**LOCATION:** 3257 Monterey Boulevard, Oakland, CA

**GRANTEE:** Richard Rufelli

**GRANTOR:** NMT Financial, LLC.

**CONFIRMED:** Of record

**ASSESSOR'S No(S):** 29-1063-35

<b>ASSESSED:</b>	2018-19	<b>FMV:</b>	<b>LAND:</b>	\$ 338,130
			<b>IMPS:</b>	\$ 0
			<b>TOTAL:</b>	\$ 338,130

<b>DATE OF DEED:</b>	4/20/2010	<b>RECORDING DATA:</b>	4/24/2019	<b>DTF:</b>	\$302.50
		<b>SERIES NUMBER:</b>	2019074106		

**ZONING:** RD-1                      **PRESENT USE:** Vacant

**HIGHEST AND BEST USE:** Residential

**SALES PRICE:** \$275,000                      **FINANCING:** All cash to seller

**LAND:**    **UNIT VALUE:** \$9.36/Sq. Ft.

**Dimensions:** Rectangular  
**Area:** 29,390 Sq. Ft. (0. 67 Acres)

<b>IMPROVEMENTS:</b>	Land	\$275,000
	None	<u>\$0.00</u>
	<b>TOTAL:</b>	<u>\$275,000</u>

**Remarks:**

- This is a April 2019 sale of a parcel totaling 29,390 Sq. Ft. that sold for \$275,000 or \$9.36 per Sq. Ft. This sale is located approximately five miles north of the subject property. The property is zoned RD-1 or Detached Unit Residential - 1 Zone. The property is located in an area that has residential land uses. At the time of sale, the property was vacant. This comparable is adjusted for access size, topography and location and has an adjusted value of \$12.15 per Sq. Ft.

**Date Inspected:** January 22, 2020

**By:** Michael Tadesse

COMPARABLE No. 5



2814 Kitchener Court, Oakland, CA  
APN: 29-1077-41

**LOCATION:** 2814 Kitchener Court, Oakland, CA

**GRANTEE:** Juan Bautista Ramirez

**GRANTOR:** Steven Bryant Sparks

**CONFIRMED:** Of record

**ASSESSOR'S No(S):** 29-1077-41

<b>ASSESSED:</b>	2018-19	<b>FMV:</b>	<b>LAND:</b>	\$ 153,000
			<b>IMPS:</b>	\$ 0.00
			<b>TOTAL:</b>	\$ 153,000

<b>DATE OF DEED:</b>	9/5/2019	<b>RECORDING DATA:</b>	9/13/2019	<b>DTF:</b>	\$107.80
		<b>SERIES NUMBER:</b>	2019182414		

**ZONING:** RD-1                      **PRESENT USE:** Vacant

**HIGHEST AND BEST USE:** Residential

**SALES PRICE:** \$116,000                      **FINANCING:** Conventional loan

**LAND:**    **UNIT VALUE:** \$16.34/Sq. Ft.

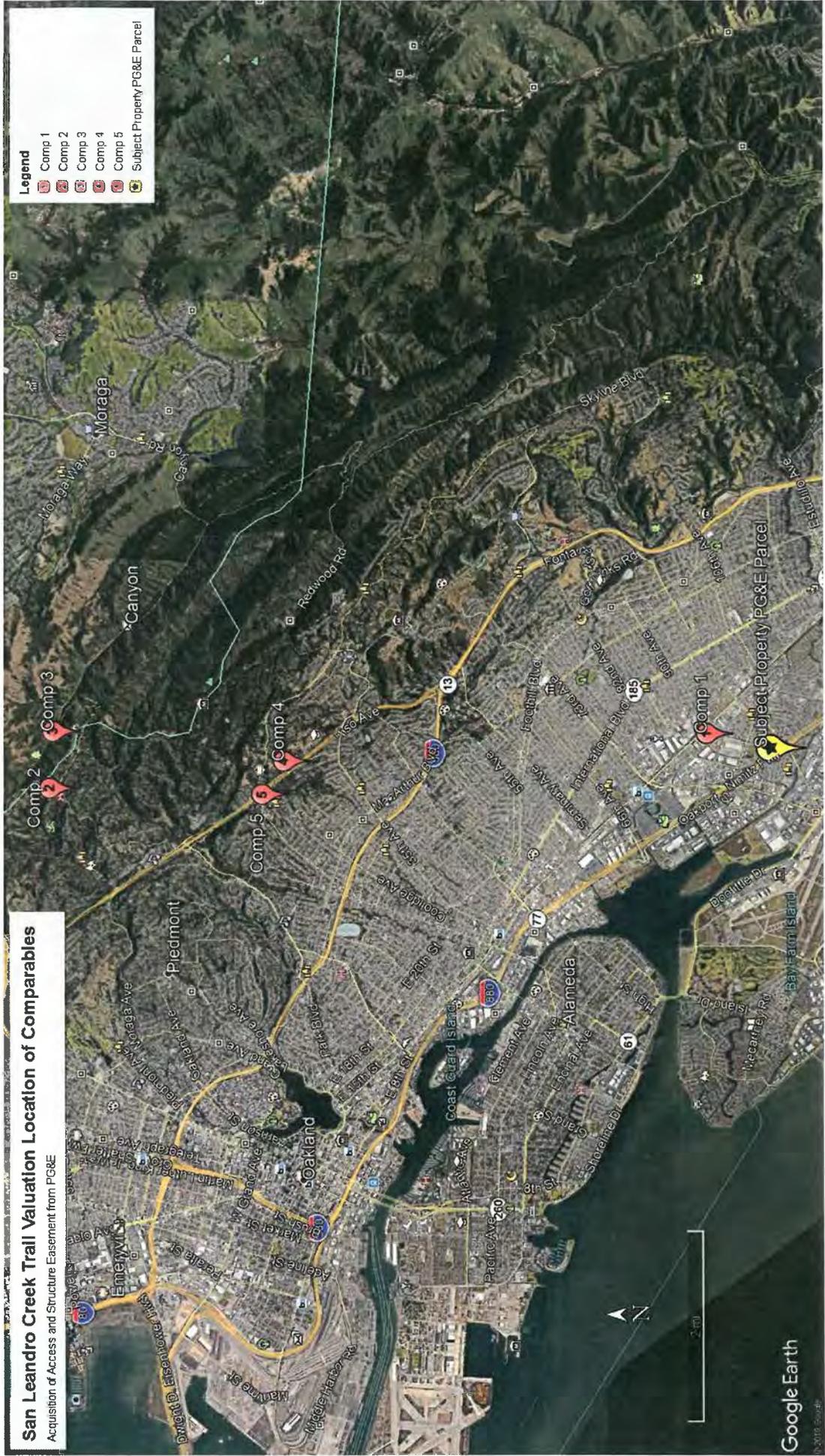
**Dimensions:** Rectangular  
**Area:** 7,097 Sq. Ft. (0.16 Acres)

<b>IMPROVEMENTS:</b>	Land	\$116,000
	None	\$0.00
	<b>TOTAL:</b>	<u>\$116,000</u>

**Remarks:**

- This is a September 2019 sale of a parcel totaling 7,097 Sq. Ft. that sold for \$116,000 or \$16.34 per Sq. Ft. This sale is located approximately five and a quarter miles north of the subject property. The property is zoned RD-1 or Detached Unit Residential - 1 Zone. The property is located in an area that has residential land uses. At the time of sale, the property was vacant. This comparable is adjusted for access, location and size and has an adjusted value of \$19.60 per Sq. Ft.

LOCATION MAP OF SUBJECT PROPERTY (YELLOW BUBBLE WITH BLACK STAR) AND THE FIVE COMPARABLE PROPERTIES (RED NUMBERED BUBBLES) (RED NUMBERED BUBBLES)



## **Attachment 4**

### **Notice of Exemption**

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Alameda

From: (Public Agency):
Alameda County Flood Control & Water Conservation District
399 Elmhurst Street, Hayward, CA 94544

(Address)

Project Title: San Leandro Creek Urban Greenway - Phase 1

Project Applicant: Alameda County Flood Control & Water Conservation District

Project Location - Specific:

Hegenberger Road to 105th Avenue along San Leandro Creek on existing maintenance access road

Project Location - City: Oakland Project Location - County: Alameda

Description of Nature, Purpose and Beneficiaries of Project:

The District received a grant from the Urban Greening Grant Program Senate Bill (SB) 859 - Greenhouse Gas Reduction Fund, allowing the District to build a new paved multi-use ADA compliant public trail on the existing maintenance access road along San Leandro Creek as part of the San Leandro Creek Trail Master Plan to support community development in Oakland and San Leandro.

Name of Public Agency Approving Project: Alameda County Flood Control & Water Conservation District

Name of Person or Agency Carrying Out Project: Alameda County Flood Control & Water Conservation District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: Section 15301, Class 1
Statutory Exemptions. State code number:

Reasons why project is exempt:

Under Section 15301, Class 1, the project consists of minor alteration to existing facilities involving negligible or no expansion of use.

Lead Agency Contact Person: Kwablah Attiogbe Area Code/Telephone/Extension: (510) 670-5772

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: July 31, 2019 Title: Env. Services Manager

Signed by Lead Agency Signed by Applicant

Governor's Office of Planning & Research

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: JULY 31 2019

STATE CLEARINGHOUSE

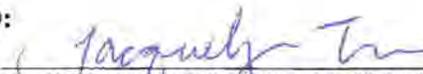
**ALAMEDA COUNTY PUBLIC WORKS AGENCY  
CALIFORNIA ENVIRONMENTAL QUALITY ACT  
EXEMPT PROJECT DETERMINATION**  
(To be retained in project file)

**PROJECT TITLE:** Phase 1 of the San Leandro Creek Greenway in Oakland, Alameda County

**LOCATION AND DESCRIPTION:** The proposed project creates a functional 1.2-mile greenway segment linking the Martin Luther King Jr. Regional Shoreline from Hegenberger Road crossing to 105th Avenue along San Leandro Creek in Oakland, CA. The project consists of enhancing a publicly-owned flood control corridor by installing asphalt path surfacing and fencing; landscaping; replacing trees that are unhealthy, non-native, or in conflict with the proposed project alignment; planting with additional native tree species; and creating an ADA compliant multimodal path along the existing maintenance access road as part of a linear green space landscape. This multimodal facility will provide safe route connections between three adjacent neighborhoods, two schools, business and commercial districts, a regional park, and BART. The project is based on ongoing community planning and a completed Caltrans Sustainable Communities funded feasibility and master plan that connects MLK Jr. Regional Shoreline, Downtown San Leandro BART, East Bay Greenway and the Lake Chabot/Bay Area Ridge trail to serve these densely urbanized East Bay communities.

- A  **CATEGORICALLY EXEMPT.** This project is Categorically Exempt as described in the State Guidelines (Sec. 15301) Class 1: Existing Facilities, consisting of the operation, repair, maintenance, or minor alteration of existing structures or facilities involving negligible or no expansion of use.
- B  **STATUTORILY EXEMPT.** This project is exempt by specific provisions of the California Environmental Quality Act (Public Resources Code 21080 Sub (b)):
- MINISTERIAL.** This project is ministerial as described in the State Guidelines (Sec. 15268, 15369) and/or the County Guidelines (Sec. 6.52). Give category under County or State Guidelines or explain:
  - EMERGENCY.** This is an emergency project as described in the State Guidelines (Sec. 15269, 15359) and/or County Guidelines (Sec. 6.51). Describe how project fits exemption.
  - DECLARED EMERGENCY** (Section 15071 (a)):
  - OTHER:** Describe exemption and cite applicable State Guidelines Section. Based upon Section 15061(b)(3), the activity is covered by the general rule that CEQA applied only to projects which have the potential for causing a significant effect on the environment.

**REVIEWED:**

  
ENVIRONMENTAL PROJECT MANAGER

1/14/19  
DATE

**APPROVED:**

  
ENVIRONMENTAL SERVICES MANAGER

January 14, 2019  
DATE

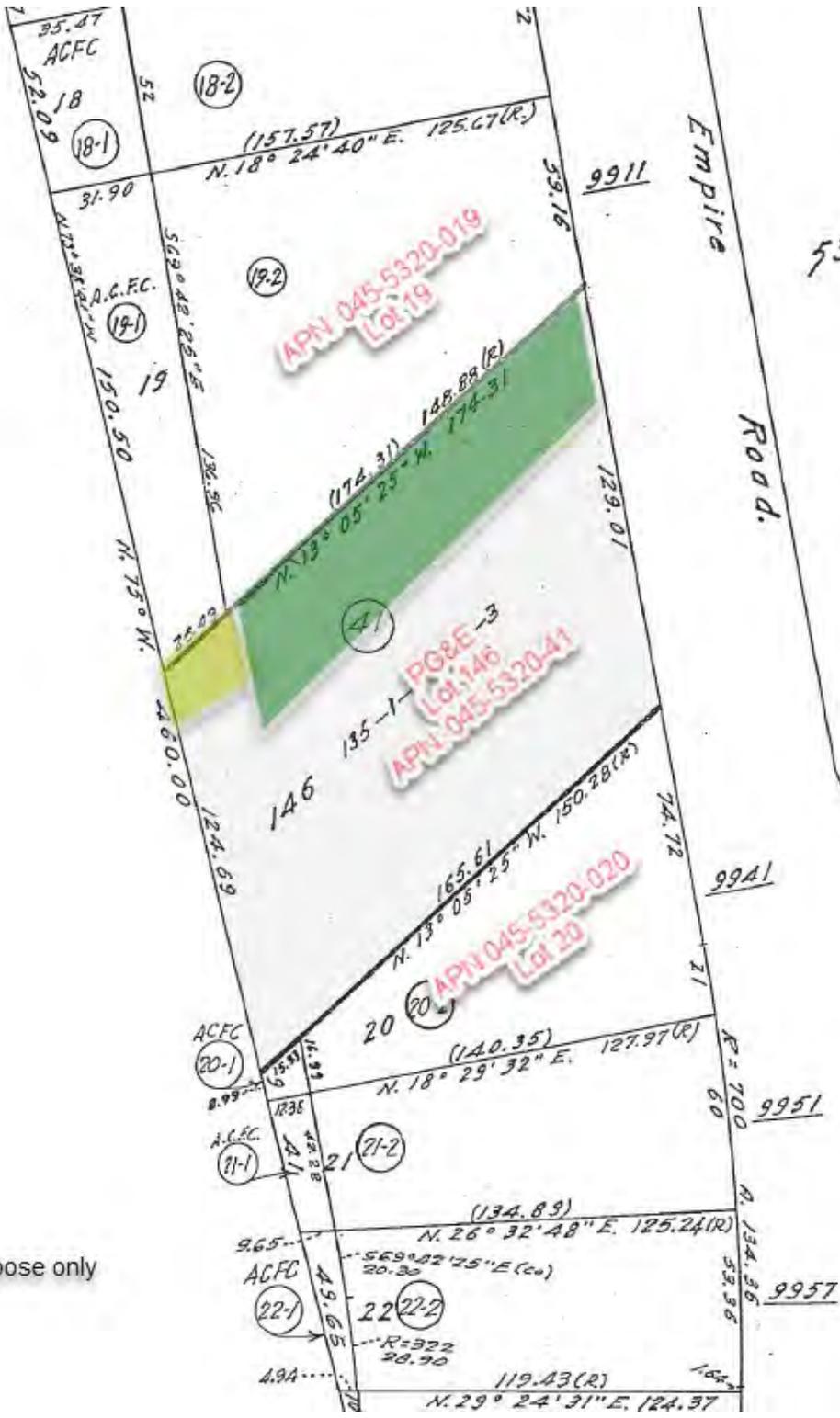
Governor's Office of Planning & Research

**JULY 31 2019**

**STATE CLEARINGHOUSE**

# **Attachment 5**

**Assessor's Parcel Map**



- Parcel 1-
- Parcel 2-

For reference purpose only

4

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

AT&T  
Albion Power Company

Alta Power Group, LLC  
Anderson & Poole

Atlas ReFuel  
BART

Barkovich & Yap, Inc.  
California Cotton Ginners & Growers Assn  
California Energy Commission

California Hub for Energy Efficiency  
Financing

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

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

Chevron Pipeline and Power  
City of Palo Alto

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

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

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

GenOn Energy, Inc.  
Goodin, MacBride, Squeri, Schlotz &  
Ritchie

Green Power Institute  
Hanna & Morton  
ICF

IGS Energy  
International Power Technology  
Intestate Gas Services, Inc.  
Kelly Group  
Ken Bohn Consulting  
Keyes & Fox LLP  
Leviton Manufacturing Co., Inc.

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

Modesto Irrigation District  
NLine Energy, Inc.  
NRG Solar

Office of Ratepayer Advocates  
OnGrid Solar  
Pacific Gas and Electric Company  
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority  
Regulatory & Cogeneration Service, Inc.  
SCD Energy Solutions  
San Diego Gas & Electric Company

SPURR  
San Francisco Water Power and Sewer  
Sempra Utilities

Sierra Telephone Company, Inc.  
Southern California Edison Company  
Southern California Gas Company  
Spark Energy  
Sun Light & Power  
Sunshine Design  
Tecogen, Inc.  
TerraVerde Renewable Partners  
Tiger Natural Gas, Inc.

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