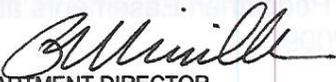


AGENDA ITEM NO.	1	A
COUNCIL MEETING	3/3/2009	

APPROVED BY



DEPARTMENT DIRECTOR

CITY MANAGER

March 3, 2009

FROM: PATRICK N. WIEMILLER, Director 
Public Works Department

BY: SCOTT L. MOZIER, PE, City Engineer/Assistant Director 
Public Works Department, Engineering Division

SUBJECT: APPROVE AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE AN EASEMENT AGREEMENT RELATED TO ACQUIRING PUBLIC PEDESTRIAN EASEMENTS AT THE PG&E FRESNO SERVICE CENTER ON BEHALF OF THE CITY OF FRESNO (LOCATED IN COUNCIL DISTRICT NO. 5)

KEY RESULT AREA

Customer Satisfaction

RECOMMENDATIONS

Staff recommends that the Council approve and authorize the Public Works Director to execute an easement agreement related to acquiring public pedestrian easements at the PG&E Fresno Service Center on behalf of the City of Fresno.

EXECUTIVE SUMMARY

As a condition of Conditional Use Permit No. C-02-047, PG&E was required to dedicate six public pedestrian easements at their Fresno Service Center located at California and Orange Avenues.

PG&E has now obtained authorization from the California Public Utility Commission to enter into the easement agreement and has executed the easement agreement.

Staff recommends that the Council now authorize the Public Works Director to execute the easement agreement on behalf of the City of Fresno.

KEY OBJECTIVE BALANCE

Acquisition of the public pedestrian easements balances the three objectives of Customer and Employee Satisfaction and Financial management. Approval of the acceptance of the public pedestrian easements provides for Customer Satisfaction by ensuring that adequate pedestrian walkways are available for the public.

Report to the City Council
Approve and Authorize PW Director to Execute Easement Agreement
For Public Pedestrian Easements at the PG&E Fresno Service Center
March 3, 2009
Page 2

BACKGROUND

As a condition of Conditional Use Permit No. C-02-047, PG&E was required to dedicate six public pedestrian easements at their Fresno Service Center located at California and Orange Avenues.

PG&E has now acquired authorization from the California Public Utility Commission to enter into the easement agreement and has executed the easement agreement.

Staff recommends that the Council now authorize the Public Works Director to execute the easement agreement on behalf of the City of Fresno.

The City Attorney's Office has reviewed and approved the attached Resolution as to form.

FISCAL IMPACT OF RECOMMENDATION

There will be no impact to the City's General Fund.

PNW/SLM/JCP/eam
Apprv & Auth PW Dir Exec Agr PGE Corp Yard Esmnts 3-3-09

Attachments: 1. Resolution

Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
City Clerk
City of Fresno
2600 Fresno Street
Fresno, CA. 93721-3623

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RESOLUTION NO. _____

APPROVE AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE AN EASEMENT AGREEMENT RELATED TO ACQUIRING PUBLIC PEDESTRIAN EASEMENTS AT THE PG&E FRESNO SERVICE CENTER ON BEHALF OF THE CITY OF FRESNO

WHEREAS, as a condition of Conditional Use Permit No. C-02-047, PG&E was required to dedicate six public pedestrian easements at their Fresno Service Center located at California and Orange Avenues as shown on Exhibits "B-1" through "B-6", which are attached and incorporated in this Resolution; and

WHEREAS, PG&E has now acquired authorization from the California Public Utility Commission to enter into the easement agreement and has executed the easement agreement; and

WHEREAS, Council approval is required in order for the Public Works Director to execute the easement agreement.

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY AS FOLLOWS:

1. The Public Works Director of the City is hereby authorized to execute an easement agreement related to acquiring public pedestrian easements at the PG&E Fresno Service Center on behalf of the City of Fresno.

2. The City Clerk of the City of Fresno shall certify to the passage of this Resolution and shall cause a certified copy, attested by the Clerk under the seal of the City of Fresno, to be recorded in the Office of the County Recorder of the County of Fresno, State of California.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF FRESNO)
CITY OF FRESNO)

I, REBECCA E. KLISCH, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the ____ day of _____, 2009.

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor Approval: _____, 2009
Mayor Approval/No Return: _____, 2009
Mayor Veto: _____, 2009
Council Override Vote: _____, 2009

REBECCA E. KLISCH
City Clerk

BY: _____, Deputy

APPROVED AS TO FORM:

JAMES C. SANCHEZ
CITY ATTORNEY

By: Laurie Avedisian
Laurie Avedisian
Deputy

LD 2214-20-2250
2006150 (22-06-107) 7061
Fresno Service Center
Public Pedestrian Walkway Easement
to City of Fresno

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
650 O Street, Mail Bag 23
Fresno, CA 93760-0001
Attention: Land Agent

Location: City/Uninc _____
Recording Fee \$0.00 (Government Code Section 27383)
Document Transfer Tax \$0.00 (Revenue and Taxation Code Section 11922)

Signature of declarant or agent determining tax

(A portion of APN 480-050-20U & 480-060-22U)

EASEMENT AGREEMENT
(Public Pedestrian Walkway Easement to City of Fresno)

This Easement Agreement ("Agreement") is made and entered into this 29th day of December, 2008 (the "Effective Date") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and the CITY OF FRESNO, a Municipal Corporation of the State of California, hereinafter called "Grantee."

RECITALS

A. PG&E owns certain real property in fee within the City of Fresno, County of Fresno, State of California, described in EXHIBIT "A1", EXHIBIT "A2", EXHIBIT "A3", EXHIBIT "A4", EXHIBIT "A5" and EXHIBIT "A6", and shown on EXHIBIT "B1", EXHIBIT "B2", EXHIBIT "B3", EXHIBIT "B4", EXHIBIT "B5" and EXHIBIT "B6", all of which are attached hereto and made a part hereof (hereinafter, the "Easement Areas").

B. PG&E has constructed six (6) public pedestrian walkways within the Easement Areas and in connection therewith, and Grantee has requested that PG&E grant an easement, as a condition of its development, for the installation, construction, reconstruction, replacement, repair, maintenance and use of such walkways.

C. PG&B 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 Zero Dollars (\$ 0.00), and for other good and valuable consideration, PG&B and Grantee agree as follows:

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

Public Pedestrian Walkway. A non-exclusive easement to install, construct, reconstruct, repair, replace, maintain and use public pedestrian walkways within said Easement Areas.

2. Limitations on Use.

(a) The Easement Areas, and the public pedestrian walkways 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&B reserves the right to restrict access to the Easement Areas 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&B's response thereto, or if emergency repairs or maintenance are required to PG&B facilities within or in the vicinity of the Easement Areas, or otherwise when PG&B deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&B's business operations located elsewhere than in the immediate vicinity of the Easement Areas or PG&B's adjacent property.

(c) Grantee shall not erect or construct any building or other structure other than the public pedestrian walkway specifically authorized by this Agreement, nor shall Grantee drill or operate any well, within five (5) feet of any of PG&B's electric or gas facilities.

3. Condition of Easement Areas. Grantee accepts the Easement Areas in its existing physical condition, without warranty by PG&B or any duty or obligation on the part of PG&B to maintain the Easement Areas. Grantee acknowledges that one or more of the following (collectively, "Potential Environmental Hazards") may be located in, on or underlying PG&B's adjacent property and/or the Easement Areas:

(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 Basement Areas or PG&E's adjacent property poses or threatens to pose a hazard to the health or safety of persons on or about the Basement Areas or PG&E's adjacent 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 resulting from the Easement Area, but specifically excluding risks of harm from Potential Environmental Hazards which are the sole responsibility of PG&E.

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

(a) Construction of Improvements. Grantee and PG&E acknowledge and agree that PG&E has constructed six (6) public pedestrian walkways and improvements ("Improvements") as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1;

(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 Areas; 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 Areas (collectively, "Legal Requirements"), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Areas 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 Areas, 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 Easement Areas or PG&E's adjacent property, or to any contamination or suspected contamination on, within or underlying the Easement Areas or PG&E's adjacent 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 PG&E's adjacent 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), 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. 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, electric conduits, tower footings or foundations. 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 Areas in such a manner so as not to endanger the Easement Areas or PG&E's adjacent 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 Easement Areas or PG&E's adjacent 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 Easement Areas, 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 Easement Areas or PG&E's adjacent 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 Improvements in good condition and repair, and be responsible for the security of, the Improvements 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 Areas;

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Areas and PG&E's adjacent property, and;

(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) PG&E shall not be responsible for any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Grantee, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising from the negligent or intentional acts or omissions of Grantee or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

Grantee shall not be responsible for any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by PG&E, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising from the negligent or intentional acts or omissions of PG&E, its affiliates, subsidiaries, or parent company, or PG&E's directors, officers, agents or employees, in the performance of this Agreement.

In the event of concurrent negligence on the part of Grantee or any of its officers, officials, employees, agents or volunteers, and PG&E, its affiliates, subsidiaries, or parent company, or PG&E's directors, officers, agents or employees, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(b) Grantee's use of the Easement Areas shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Areas. 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 Areas, the condition of Easement Areas, or the use or occupancy of the Easement Areas, unless, and to the extent, the injury, damage or loss results from or is caused by the negligence or willful misconduct of PG&E; its affiliates, subsidiaries, or parent company, or PG&E's directors, officers, agents, employees, invitees, contractors or subcontractors.

(c) 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 Areas 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 Areas to PG&E for its written approval at the address specified in Section 11.

7. Reserved Rights. PG&E reserves the right to use the Basement Areas for any and all purposes which will not unreasonably interfere with Grantee's Improvements. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use of the Basement Areas 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 Basement Areas 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 Basement Areas in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Basement Areas 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.

8. 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 easements 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 Decision D-_____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

9. Compliance: Insurance. PG&E shall have a right to access and inspect the Basement Areas 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 Basement Areas and the use, occupancy and activities of Grantee and Grantee's Representatives on or about the Basement Areas, 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). 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 Grantee is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then Grantee may elect to self-insure for any or all of the required coverage. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. Grantee 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 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 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.

10. Mechanics' Liens. Grantee shall keep the Easement Areas 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 Easement Areas or PG&E's adjacent property in connection with the activities or Improvements 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.

11. 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

650 O Street, Mail Bag 23

Fresno, CA 93760-0001

With a copy to:

Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, California 94120
Attention: Wendy T. Coleman

If to Grantee:

City of Fresno
2600 Fresno Street
Fresno, CA 93721
Attention: James Polsgrove

With a copy to:

City Attorney's Office
2600 Fresno Street
Fresno, CA 93721

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

13. 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.

14. 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 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.

15. Assignment. Grantee 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. Grantee 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 Areas, 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). Grantee 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.

16. 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.

17. 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.

18. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Areas, 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.

19. 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 Areas 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

///

///

///

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

CITY OF FRESNO,
a California Municipal Corporation

By: *Loren Loo* 12/29/08
Loren Loo

By: _____

Its: Manager, Land Asset Management
Technical & Land Services

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

~~PACIFIC GAS AND ELECTRIC COMPANY,
a California Corporation~~

JAMES C. SANCHEZ
City Attorney

By: *Wendy Coleman*
WENDY COLEMAN
ATTORNEY
PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Laurie A. Avedisian
Deputy City Attorney

ATTEST:

Rebecca E. Klisch
City Clerk, City of Fresno

By: _____
Deputy

Exhibits A1, A2, A3, A4, A5, A6, B1, B2, B3, B4, B5, B6 and C attached

Area 4, San Joaquin Valley Region, Fresno Division
Land Service Office: GO
Operating Department: Electric Transmission
T14S, R20E, MDB&M
Sec 14, NW40&NE4, NE40&NW4
PG&E Drawing Number: N/A
AF: 2214-20-0194, 2214-20-0195, 2214-20-0159
Ref: 2214-20-1559, 2214-20-1931
TYPE OF INTEREST: 11c
SBB Parcel Number: 135-10-15C, Pol 1 & Pol 2
Order #: 7050873
ICN: 22-06-107
County: Fresno
Prepared By: TEP/JIW

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On 1/7/09 before me, B. J. Freeman, Notary Public
(Here insert name and title of the officer)
 personally appeared Loren Joo

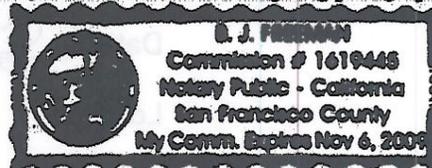
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

B. J. Freeman
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Easement Agreement</u> <small>(Title or description of attached document)</small></p> <p>_____ <small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>12</u> Document Date <u>12/29/08</u></p> <p>_____ <small>(Additional Information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input checked="" type="checkbox"/> Corporate Officer <u>Manager</u> <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate file or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary B.J. FREEMAN

Name of County SAN FRANCISCO

Date of Commission Expires NOVEMBER 6, 2009

Notary Identification Number 1619445

Pacific Hazard Electric Company / Steven G. Deng
Signature of person (firm names if any) making verification

Date January 12, 2009

Location Fresno
(City)
State of California

EXHIBIT "A1"
PARCEL 1
SOUTH FOURTH STREET

LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, lying in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 14; thence South 89°58'07" West, along the North line of the Northwest quarter of said Section 14, a distance of 969.94 feet; thence South 00°03'17" East, a distance of 417.02 feet; thence North 89°56'43" East, a distance of 40.00 feet to a point on the East right-of-way line of Fourth Street, said point being the TRUE POINT OF BEGINNING; thence continuing North 89°56'43" East, a distance of 2.00 feet to a point on a line parallel with and 2.00 feet East of said East right-of-way line of Fourth Street; thence South 00°03'17" East, along said parallel line; a distance of 50.00 feet; thence South 89°56'43" West, a distance of 2.00 feet to a point on said East right-of-way line of Fourth Street; thence North 00°03'17" West, along said East right-of-way line, a distance of 50.00 feet to the TRUE POINT OF BEGINNING.

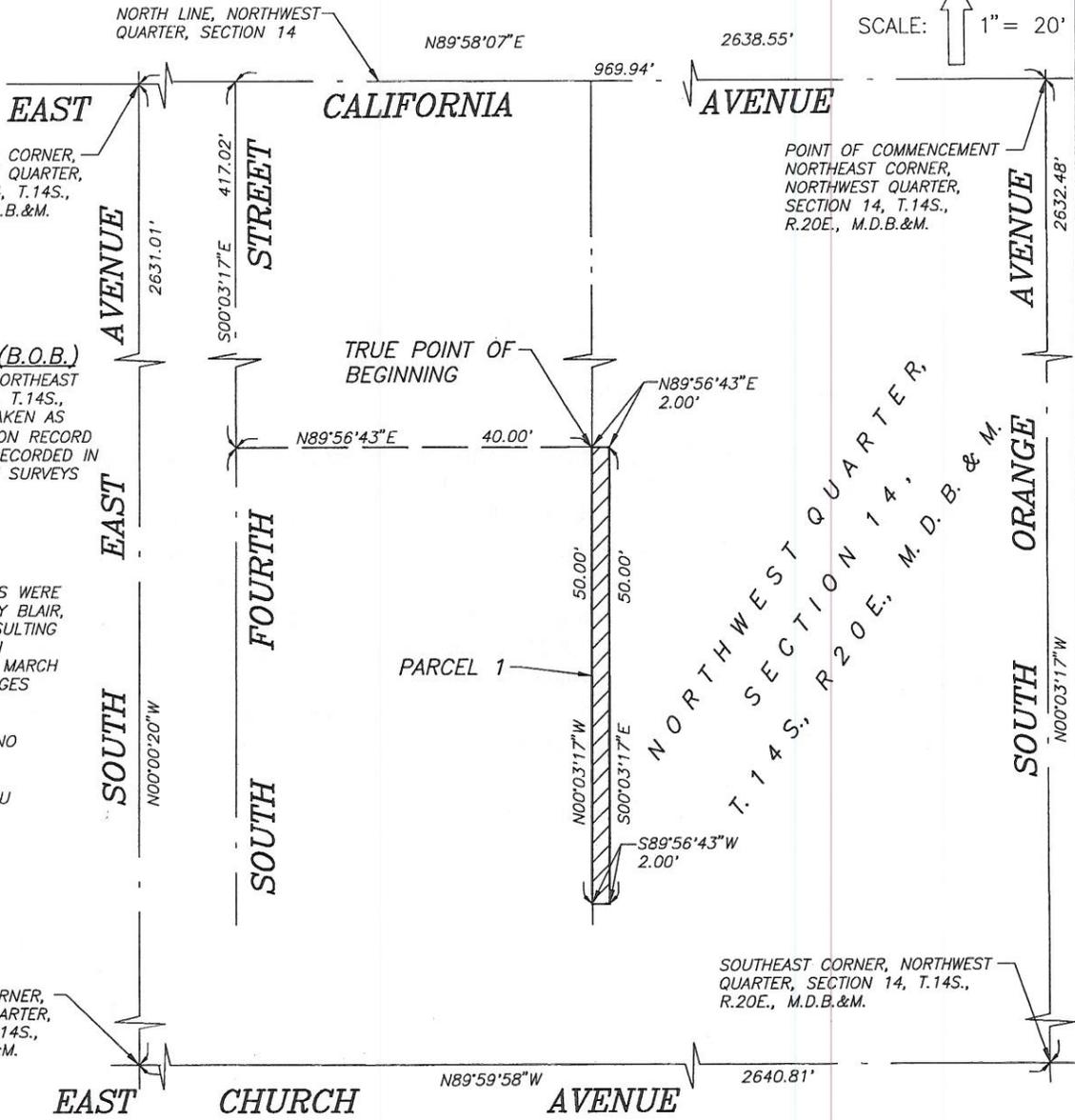
Containing an area of 100.00 square feet, more or less.



2006 -152
C-02-047
15-A-8176



SCALE: 1" = 20'



BASIS OF BEARINGS (B.O.B.)

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, T.14S., R.20E., M.D.B.&M. WAS TAKEN AS N00°03'17"W AS SHOWN ON RECORD OF SURVEY THEREFORE RECORDED IN BOOK 47 OF RECORD OF SURVEYS AT PAGES 49-50, F.C.R.

NOTES:

1. BEARINGS AND DISTANCES WERE DERIVED FROM A MAP BY BLAIR, CHURCH, & FLYNN CONSULTING ENGINEERS RECORDED IN RECORD OF SURVEY ON MARCH 28, 2003, BOOK 47, PAGES 49-50 F.C.R.
2. "F.C.R." DENOTES "FRESNO COUNTY RECORDS."
3. A.P.N. NO. 480-050-20U

LEGEND

- — — — — CENTER OR SECTION LINE
- - - - - PROPERTY OR RIGHT OF WAY LINE
- ORIGINAL LOT LINES
- LOT LINE EXTENSION
- RIGHT OF WAY TO BE GRANTED FOR PUBLIC PEDESTRIAN WALKWAY PURPOSES



Blair, Church & Flynn
CONSULTING ENGINEERS

451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

EXHIBIT "B1"
OCTOBER 6, 2006

REF. & REV. PW FILE NO. PLAT NO. 2958 2006-152 C-02-047	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____	DR. BY _____ DTB CH. BY _____ DATE 12/7/2006 SCALE AS NOTED	SHEET NO. 1 OF 6 SHEETS 15-A-8176
	DEED OF EASEMENT FOR PUBLIC PEDESTRIAN PURPOSES NORTHEAST QUARTER, SECTION 14, T.14 S., R.20 E., M.D.B.&M.			

**EXHIBIT "A2"
PARCEL 2
EAST CALIFORNIA AVENUE**

LEGAL DESCRIPTION

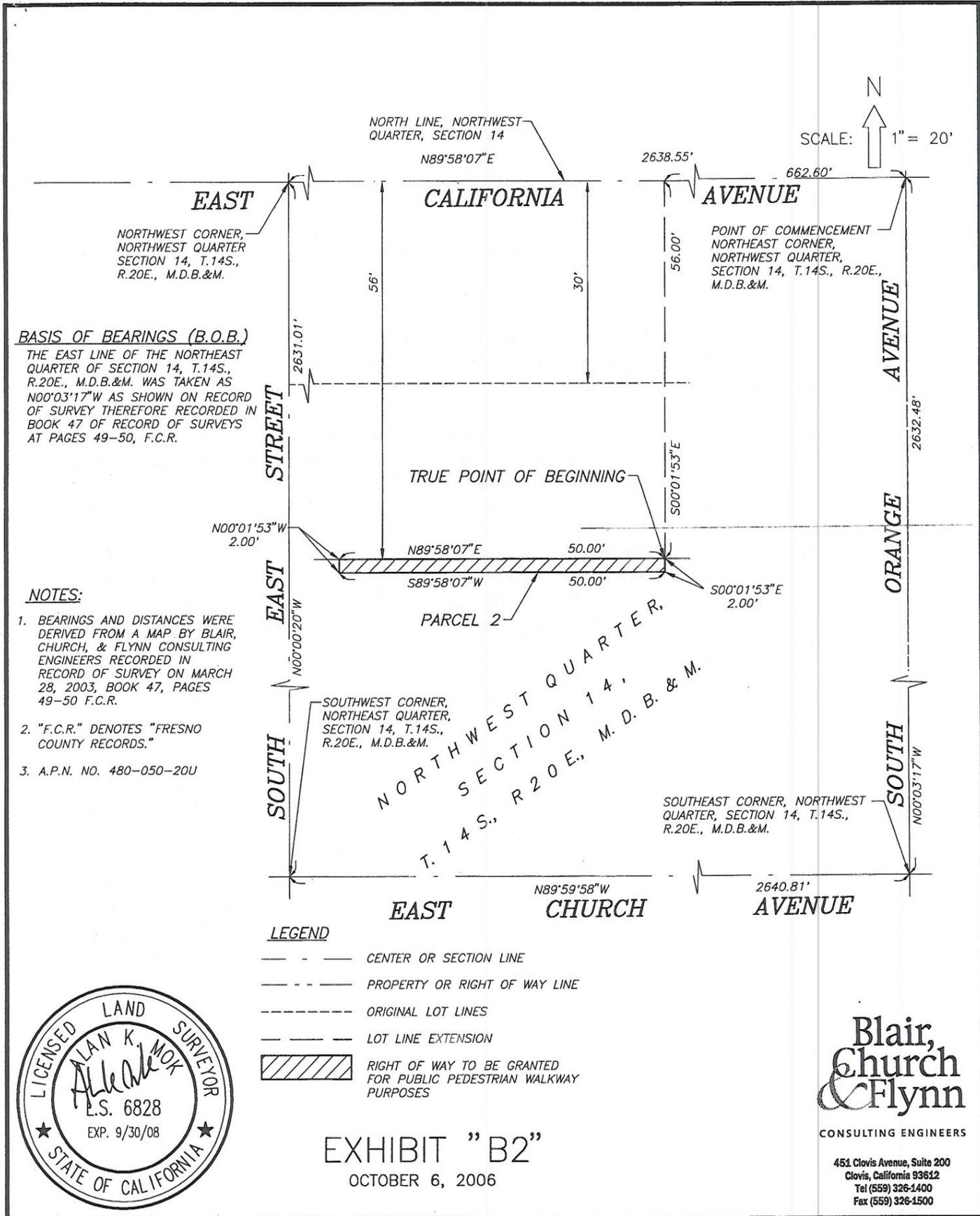
That portion of the Northwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, lying in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 14; thence South 89°58'07" West, along the North line of the Northwest quarter of said Section 14, a distance of 662.60 feet; thence South 00°01'53" East, a distance of 56.00 feet to a point on the South right-of-way line of California Avenue, said point being the TRUE POINT OF BEGINNING; thence continuing South 00°01'53" East, a distance of 2.00 feet to a point on a line which is parallel with and 2.00 feet South of the South right-of-way line of California Avenue; thence South 89°58'07" West, along said parallel line, a distance of 50.00 feet; thence North 00°01'53" West, a distance of 2.00 feet to a point on said South right-of-way line of California Avenue; thence North 89°58'07" East, along said South right-of-way line, a distance of 50.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 100.00 square feet, more or less.



2006 -152
C-02-047
15-A-8176



REF. & REV. PW FILE NO. PLAT NO. 2958 2006-152 C-02-047	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____
	DEED OF EASEMENT FOR PUBLIC PEDESTRIAN PURPOSES NORTHEAST QUARTER, SECTION 14, T.14 S., R.20 E., M.D.B.&M.	DR. BY _____ DTB CH. BY _____ DATE 12/7/2006 SCALE AS NOTED

A.P.N. 480-050-20U (Portion)
PG&E – Fresno Service Center

**EXHIBIT "A3"
PARCEL 3
EAST CALIFORNIA AVENUE**

LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, lying in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 14; thence South 89°58'07" West, along the North line of said Northwest quarter, a distance of 148.61 feet; thence South 00°01'53" East, a distance of 56.00 feet to a point on the South right-of-way line of California Avenue, said point being the TRUE POINT OF BEGINNING; thence continuing South 00°01'53" East, a distance of 2.00 feet to a point on a line parallel with and 2.00 feet South of the South right-of-way line of California Avenue; thence South 89°58'07" West, along said parallel line, a distance of 37.00 feet; thence North 00°01'53" West, a distance of 2.00 feet to a point on said South right-of-way line; thence North 89°58'07" East, along said South right-of-way line, a distance of 37.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 74.00 square feet, more or less.



2006 -152
C-02-047
15-A-8176

SCALE: 1" = 20'

NORTHWEST CORNER, NORTHWEST QUARTER, SECTION 14, T.14S., R.20E., M.D.B.&M.

POINT OF COMMENCEMENT
NORTHEAST CORNER,
NORTHWEST QUARTER,
SECTION 14, T.14S.,
R.20E., M.D.B.&M.

BASIS OF BEARINGS (B.O.B.)

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, T.14S., R.20E., M.D.B.&M. WAS TAKEN AS $N00^{\circ}03'17''W$ AS SHOWN ON RECORD OF SURVEY THEREFORE RECORDED IN BOOK 47 OF RECORD OF SURVEYS AT PAGES 49-50, F.C.R.

NOTES:

1. BEARINGS AND DISTANCES WERE DERIVED FROM A MAP BY BLAIR, CHURCH, & FLYNN CONSULTING ENGINEERS RECORDED IN RECORD OF SURVEY ON MARCH 28, 2003, BOOK 47, PAGES 49-50 F.C.R.
2. "F.C.R." DENOTES "FRESNO COUNTY RECORDS."
3. A.P.N. NO. 480-050-20U

SOUTHWEST CORNER, NORTHWEST QUARTER, SECTION 14, T.14S., R.20E., M.D.B.&M.

SOUTHEAST CORNER, NORTHWEST QUARTER, SECTION 14, T.14S., R.20E., M.D.B.&M.

LEGEND

- — — — — CENTER OR SECTION LINE
- - - - - PROPERTY OR RIGHT OF WAY LINE
- ORIGINAL LOT LINES
- — — — — LOT LINE EXTENSION
-  RIGHT OF WAY TO BE GRANTED FOR PUBLIC PEDESTRIAN WALKWAY PURPOSES

EXHIBIT "B3"
OCTOBER 6, 2006

Blair, Church & Flynn
CONSULTING ENGINEERS

451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500



REF. & REV.
PW FILE NO.
PLAT NO. 2958
2006-152
C-02-047

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

DEED OF EASEMENT
FOR PUBLIC PEDESTRIAN PURPOSES
NORTHEAST QUARTER, SECTION 14,
T.14 S., R.20 E., M.D.B.&M.

PROJ. ID. _____
FUND NO. _____
ORG. NO. _____

DR. BY _____ DTB
CH. BY _____
DATE 12/7/2006
SCALE AS NOTED

SHEET NO. 3
OF 6 SHEETS
15-A-8176

EXHIBIT "A4"
PARCEL 4
SOUTH ORANGE AVENUE

LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, lying in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

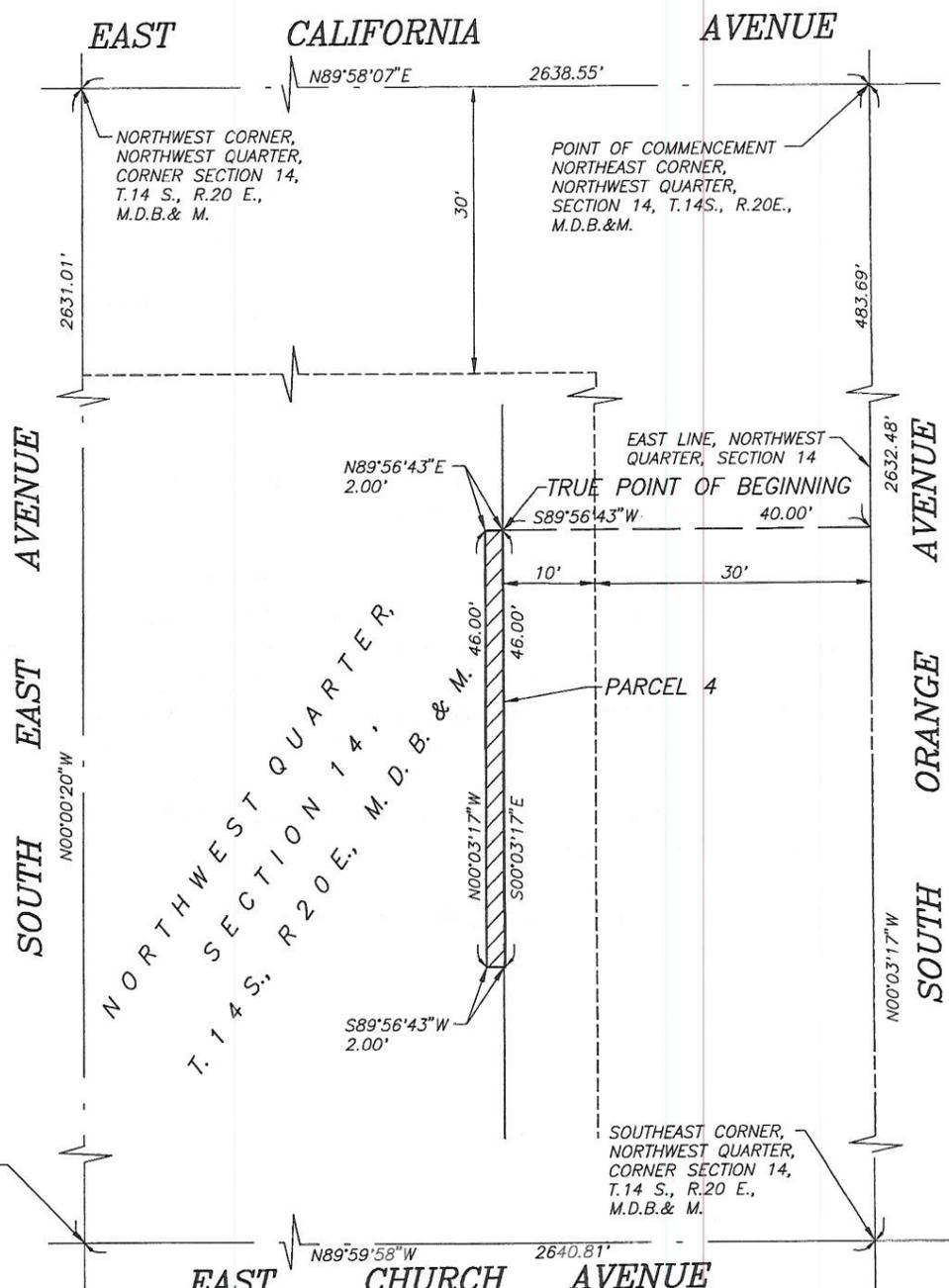
Commencing at the Northeast corner of the Northwest quarter of said Section 14; thence South 00°03'17" East, along the East line of the Northwest quarter of said Section 14, a distance of right-of-way 483.69 feet; thence South 89°56'43" West, a distance of 40.00 feet to a point on the West right-of-way line of Orange Avenue, said point being the TRUE POINT OF BEGINNING; thence South 00°03'17" East, along said West right-of-way line, a distance of 46.00 feet; thence South 89°56'43" West, a distance of 2.00 feet to a point on a line parallel with and 2.00 feet West of said West right-of-way line of Orange Avenue; thence North 00°03'17" West, along said parallel line, a distance of 46.00 feet, thence North 89°56'43" East, a distance of 2.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 92.00 square feet, more or less.



2006 -152
C-02-047
15-A-8176

SCALE:  1" = 20'



BASIS OF BEARINGS (B.O.B.)

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, T.14S., R.20E., M.D.B.&M. WAS TAKEN AS N00°03'17\"W AS SHOWN ON RECORD OF SURVEY THEREFORE RECORDED IN BOOK 47 OF RECORD OF SURVEYS AT PAGES 49-50, F.C.R.

NOTES:

1. BEARINGS AND DISTANCES WERE DERIVED FROM A MAP BY BLAIR, CHURCH, & FLYNN CONSULTING ENGINEERS RECORDED IN RECORD OF SURVEY ON MARCH 28, 2003, BOOK 47, PAGES 49-50 F.C.R.
2. "F.C.R." DENOTES "FRESNO COUNTY RECORDS."
3. A.P.N. NO. 480-050-20U

LEGEND

-  CENTER OR SECTION LINE
-  PROPERTY OR RIGHT OF WAY LINE
-  ORIGINAL LOT LINES
-  LOT LINE EXTENSION
-  RIGHT OF WAY TO BE GRANTED FOR PUBLIC PEDESTRIAN WALKWAY PURPOSES



EXHIBIT "B4"
OCTOBER 6, 2006

Blair, Church & Flynn
CONSULTING ENGINEERS

451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

REF. & REV. PW FILE NO. PLAT NO. 2958 2006-152 C-02-047	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____
	DEED OF EASEMENT FOR PUBLIC PEDESTRIAN PURPOSES NORTHEAST QUARTER, SECTION 14, T.14 S., R.20 E., M.D.B.&M.	DR. BY _____ DTB CH. BY _____ DATE 12/7/2006 SCALE AS NOTED
		SHEET NO. 4 OF 6 SHEETS 15-A-8176

**EXHIBIT "A5"
PARCEL 5
SOUTH ORANGE AVENUE**

LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, lying in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 14; thence South 00°03'17" East, along the East line of the Northwest quarter of said Section 14, a distance of 815.15 feet; thence South 89°56'43" West, a distance of 40.00 feet to a point on the West right-of-way line of Orange Avenue, said point being the TRUE POINT OF BEGINNING; thence South 00°03'17" East, along said West right-of-way line, a distance of 50.00 feet; thence South 89°56'43" West a distance of 2.00 feet to a point on a line which is parallel with and 2.00 feet West of the West right-of-way line of Orange Avenue; thence North 00°03'17" West, along said parallel line, a distance of 50.00 feet; thence North 89°56'43" East, a distance of 2.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 100.00 square feet, more or less.



2006 -152
C-02-047
15-A-8176

SCALE: 1" = 20'

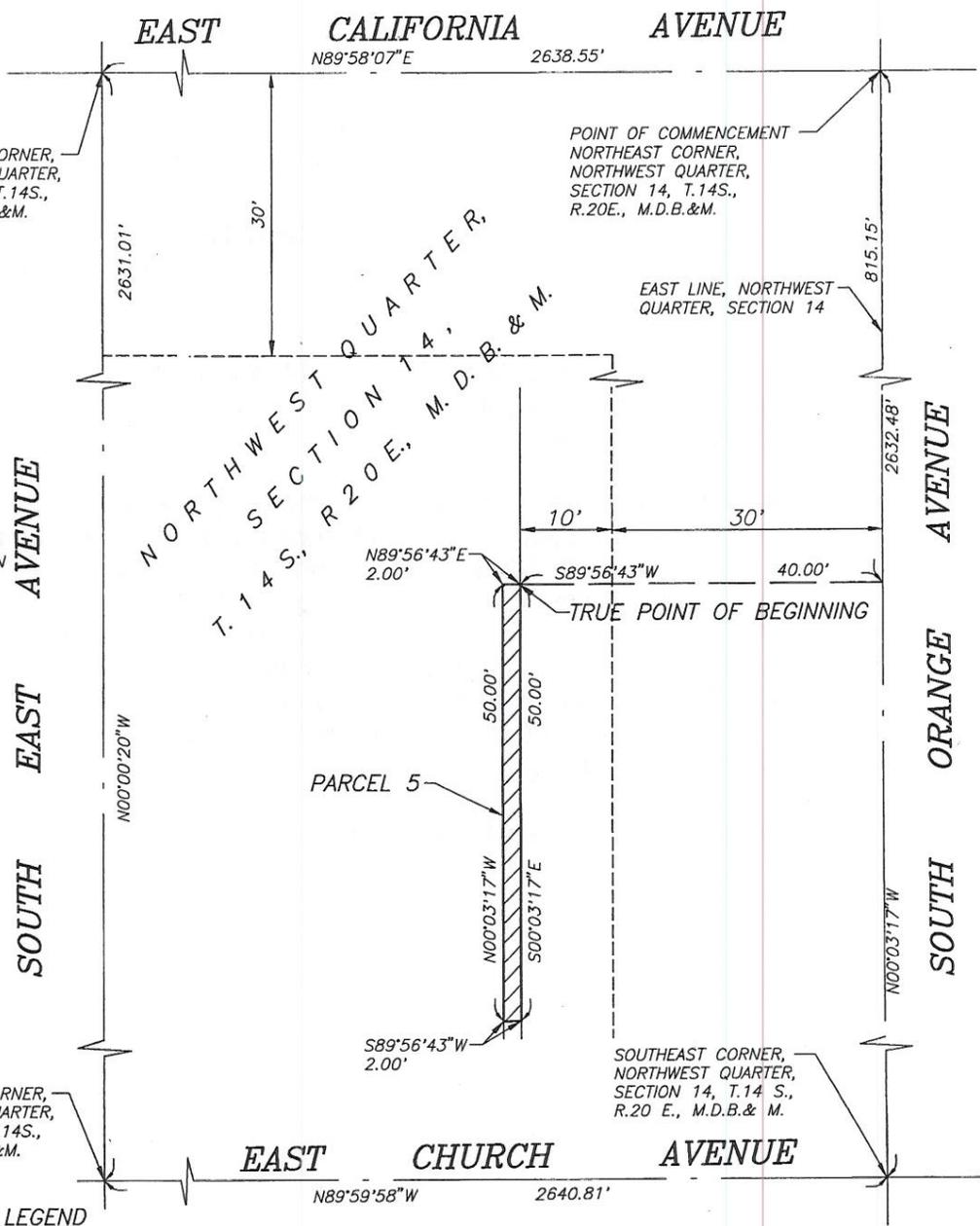
NORTHWEST CORNER, NORTHWEST QUARTER, SECTION 14, T.14S., R.20E., M.D.B.&M.

POINT OF COMMENCEMENT
NORTHEAST CORNER, NORTHWEST QUARTER, SECTION 14, T.14S., R.20E., M.D.B.&M.

BASIS OF BEARINGS (B.O.B.)
THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, T.14S., R.20E., M.D.B.&M. WAS TAKEN AS N00°03'17"W AS SHOWN ON RECORD OF SURVEY THEREFORE RECORDED IN BOOK 47 OF RECORD OF SURVEYS AT PAGES 49-50, F.C.R.

NOTES:

1. BEARINGS AND DISTANCES WERE DERIVED FROM A MAP BY BLAIR, CHURCH, & FLYNN CONSULTING ENGINEERS RECORDED IN RECORD OF SURVEY ON MARCH 28, 2003, BOOK 47, PAGES 49-50 F.C.R.
2. "F.C.R." DENOTES "FRESNO COUNTY RECORDS."
3. A.P.N. NO. 480-050-20U



- LEGEND**
- CENTER OR SECTION LINE
 - - - - PROPERTY OR RIGHT OF WAY LINE
 - ORIGINAL LOT LINES
 - LOT LINE EXTENSION
 - ▨ RIGHT OF WAY TO BE GRANTED FOR PUBLIC PEDESTRIAN WALKWAY PURPOSES



Blair, Church & Flynn
CONSULTING ENGINEERS

EXHIBIT "B5"
OCTOBER 6, 2006

451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

REF. & REV. PW FILE NO. PLAT NO. 2958 2006-152 C-02-047	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____	SHEET NO. <u>5</u> OF <u>6</u> SHEETS 15-A-8176
	DEED OF EASEMENT FOR PUBLIC PEDESTRIAN PURPOSES NORTHEAST QUARTER, SECTION 14, T.14 S., R.20 E., M.D.B.&M.	DR. BY _____ DTB CH. BY _____ DATE <u>12/7/2006</u> SCALE <u>AS NOTED</u>	

EXHIBIT "A6"
SOUTH ORANGE AVENUE
PARCEL 6
LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, lying in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of said Section 14; thence South 00°01'47" East, along the West line of the Northeast quarter of said Section 14, a distance of 284.47 feet; thence North 89°56'43" East, a distance of 40.00 feet to a point on the East right-of-way line of Orange Avenue, said point being the TRUE POINT OF BEGINNING; thence continuing North 89°56'43" East, a distance of 2.00 feet to a point on a line parallel with and 2.00 feet East of the East right-of-way line of Orange Avenue; thence South 00°03'17" East, along said parallel line, a distance of 48.00 feet; thence South 89°56'43" West, a distance of 2.00 feet to a point on said East right-of-way line of Orange Avenue; thence North 00°03'17" West, along said East right-of-way line, a distance of 48.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 96.00 square feet, more or less.



2006 -152
C-02-047
15-A-8176

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 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 One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.

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 Basement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance.
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 Grantee 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
650 O Street, Mail Bag 23
Fresno, CA 93760-0001
Attention: Land Agent