

TEMPORARY CONSTRUCTION EASEMENT

~~THE~~ CITY OF PETALUMA, a municipal corporation of the State of California

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), for good and valuable consideration, the receipt is hereby acknowledged, to be used in connection with PG&E R-708 gas transmission pipeline replacement project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Petaluma, County of Sonoma, State of California, identified as 9 Corporate Circle, Petaluma, CA 94952, County Assessor’s Parcel Number 017-170-001 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) To gravel and use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) The right for dewatering, related piping, and the right to access to the storm drain inlets.*
- (c) To construct and use bore pit(s).*
- (d) An access road related to the improvement of the roadway by the to grade (including the necessary cuts and fills), gravel, and use existing and/or proposed road(s).*
- (e) To discharge of uncontaminated hydrotest water and ground water in conjunction with PG&E’s Project. Water will be applied consistent with permit conditions. The water will be lost to evapotranspiration or infiltrate to the groundwater table, re-charging the water table.*

The activities described above shall be within the area(s) delineated on Exhibit A and Exhibit B, attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for two durations as described herein and referred to as (the “**Term**”):
 - a. Term A--Shall be for a period of three (3) months commencing on or around October 10, 2023, or on such date as PG&E actually commences work on the Property and terminate three months thereafter. PG&E will provide notice to Property Owner of the actual commencement date before commencement of work on the Property begins. PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three (3) months by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
 - b. Term B--Shall be for a period of three (3) months commencing on or around August 5, 2024 or on such date as PG&E actually commences work on the Property and terminate three months thereafter. PG&E will provide notice to Property Owner of the actual commencement date before commencement of work on the Property begins. PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three (3) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.

2. **Compensation.** PG&E shall pay Property Owner a total amount of Thirty Four Thousand Six Hundred Fifty and NO/100 Dollars (\$34,650.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Five Thousand Seven Hundred Seventy-Five and NO/100 Dollars (\$5,775.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees, to the maximum extent permitted by law, at its sole cost and expense, to indemnify, defend with counsel reasonably acceptable to Property Owner and hold harmless Property Owner and its officials, employees, agents and volunteers from and against any and all loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, penalties, fines, expenses and costs (including, without limitation, claims expenses, attorneys' fees and costs and fees of litigation), of any nature, caused by any act or omission of PG&E or of its agents or employees in the course of their employment, or any failure to comply with the terms of this Agreement, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner's sole negligence or willful misconduct. PG&E's obligations under this provision shall survive the expiration or earlier termination of this TCE.~~PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner's sole negligence or willful misconduct.~~
5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Storm Water Pollution Prevention Plan (SWPPP).** The State of California Construction General Permit (SWPPP) requires that PG&E shall establish a uniform vegetative cover equivalent up to 70% coverage of pre-construction vegetative conditions (wood mulch or gravel is acceptable also); and shall return the Temporary Easement Area to its original line and grade and/or compacted to achieve stabilization. Property Owner understands and agrees that PG&E's establishment of a uniform vegetative cover may require PG&E to access the Temporary Easement Area upon and after the Term to perform the permit's required inspections. PG&E shall have the right to access the Temporary Easement Area to allow it to meet its State mandated obligations.
7. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE at PG&E's sole cost and expense. PG&E shall remove all personal property.

8. **Representation.** Property Owner represents and warrants to the best of Property Owner's knowledge the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE; provided that nothing in this provision excuses PG&E from performing its own research and inspection of the Temporary Easement Area to ascertain whether the Temporary Easement Area is adequate for PG&E's purposes.
9. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
10. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
11. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
12. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

13. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

CITY OF PETALUMA, a Municipal
Corporation of the State of California

By: _____
Peggy Flynn
City Manager

Date: _____