

**EFFECTIVE DATE
OF ORDINANCE**

Month DD, YYYY

ORDINANCE NO. 2861 N.C.S.

Introduced by: _____

Seconded by: _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PETALUMA APPROVING GRANTS
OF TEMPORARY AND PERMANENT EASEMENTS FOR PG&E GAS TRANSMISSION
PIPELINES ON THE CITY'S SHOLLENBERGER PARK PROPERTY, A.P.N. 017-170-001, IN
ACCORDANCE WITH SECTION 46 OF THE PETALUMA CHARTER**

WHEREAS, PG&E is undertaking the R-708 L-021G-10 Pipeline Replacement Project ("Project") to ensure the safety and reliability of PG&E's natural gas system; and

WHEREAS, PG&E has offered to purchase a Permanent Easement and a Temporary Construction Easement ("Easements") on property owned by the City, identified as APN 017-170-001, known as Shollenberger Park, and located in Sonoma County ("Property"); and

WHEREAS, PG&E desires to install a gas transmission pipeline ("Facility") on the Property in connection with the Project; and

WHEREAS, PG&E currently operates and maintains a gas transmission pipeline on the Property pursuant to that certain easement recorded in Book 1672, Page 621 of Official Records of Sonoma County; and

WHEREAS, PG&E has notified the City of PG&E's desire and need to replace, relocate, and upgrade the existing gas transmission pipeline with a replacement gas transmission pipeline by the construction of the Project consisting of the installation of a 16" diameter steel natural gas replacement pipeline installed using horizontal directional drilling methods under the Petaluma River, which facilities will traverse the Property, and removal of two parallel 368 foot subsurface sections of existing 12-inch diameter steel natural gas pipeline and driplines, pursuant to which construction is scheduled to commence on or about October 15, 2023; and

WHEREAS, PG&E desires to enter upon the Property in order to begin construction of the Project prior to obtaining formal easement rights from the City with respect to the Property, which easement rights are currently being reviewed by the City, and the City wishes to cooperate with PG&E to ensure the timely completion of this necessary public utility safety Project; and

WHEREAS, Section 46 of Article VII of the Petaluma City Charter provides, in pertinent part, that no City action providing for the sale or lease of real property having a value of \$3,000 or more may be taken except by ordinance or pursuant to a general law of the State; and

WHEREAS, the State Lands Commission ("Commission"), as lead agency for the Project pursuant to the California Environmental Quality Act ("CEQA"), prepared an Initial Study and Mitigated Negative Declaration ("MND"), assigned State Clearing House Number 202306440, concerning the potential impacts of the Project on the environment pursuant to CEQA, and determined that, although the Initial Study identifies potentially significant impacts of the Project concerning air quality, biological resources, cultural resources, geology, soils

and paleontological resources, hazards and hazardous materials, hydrology and water quality, recreation, transportation, wildfire, and mandatory findings of significance, mitigation measures incorporated into the Project proposal and agreed to by PG&E as the Project applicant would avoid or mitigate those impacts to the point where no significant impacts would occur; and

WHEREAS, the Project MND is hereby made a part of this ordinance by this reference; and

WHEREAS, the Commission on June 15, 2023, gave notice of a 30-day public review period and intent to adopt the Project MND in accordance with the requirements of CEQA; and

WHEREAS, the City submitted comments on the Project MND on July 17, 2023, and the Commission has responded in writing to the City's comments, all of which City and Commission comments are hereby made a part of this ordinance by this reference; and

WHEREAS, the Commission adopted Project MND on August 17, 2023; and

WHEREAS, on September 18, 2023, the City Council unanimously introduced this ordinance after hearing and reviewing all public and staff comments including the concurrent staff report.

NOW, THEREFORE BE IT ORDAINED, by the Council of the City of Petaluma, as follows:

Section 1. Recital Finding. The City Council hereby finds and determines the foregoing recitals to be true and correct and hereby incorporates them into this ordinance as findings and determinations of the City Council.

Section 2. CEQA Finding. The City Council, having considered the potential environmental impacts of the Project, as discussed in the Project MND, and addressed in the City's comments on the MND and the Commission's response, and exercising the City Council's independent judgment as a responsible agency concerning the Project pursuant to CEQA, finds, in accordance with Section 21081 of the Public Resources Code, Section 15096 of the CEQA Guidelines, and the Project MND, that changes or alterations have been incorporated into the Project which mitigate or avoid potentially significant impacts of the project on the environment, as listed and discussed in the MND and summarized in the MND executive summary, and that those changes or alterations are within the responsibility and jurisdiction of the Commission as lead agency for the project pursuant to CEQA, and have been adopted by the Commission on August 17, in accordance with and fulfillment of CEQA requirements applicable to the Project.

Section 3. Approval of Easement Grants. In accordance with Section 46 of Article VII of the Petaluma City Charter and other applicable law, the Temporary Construction Easement grant that is attached to and is hereby made a part of this ordinance as Exhibit A, and the permanent Public Utility easement grant that is attached to and is hereby made a part of this ordinance as Exhibit B is hereby approved, and the City Manager is hereby authorized and directed to execute on behalf of the City easement grants that are substantially in accordance with Exhibits A and B, subject to such further amendments substantially in accordance with Exhibits A and B that the City Manager, with concurrence of the City Attorney, determines are necessary and appropriate and in the City's interest to affect the purposes of this ordinance.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Petaluma hereby declares that it would have passed and adopted

this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful, or otherwise invalid.

Section 5. Effective Date. This ordinance shall become effective thirty (30) days after the date of its adoption by the Petaluma City Council.

Section 6. Posting/Publishing of Notice. The City Clerk is hereby directed to publish or post this ordinance or a synopsis for the period and in the manner provided by the City Charter and other applicable laws.

Section 7. Notice of Determination. City staff are hereby authorized and directed to file a Notice of Determination concerning the Project on behalf of the City as a responsible agency in accordance with Section 15096(i) of the CEQA Guidelines.

INTRODUCED and ordered published and/or posted this 11th day of September 2023.

ADOPTED this 2nd day of October 2023 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Kevin McDonnell, Mayor

ATTEST:

APPROVED AS TO FORM:

Kami Noriega, Interim City Clerk

Eric Danly, City Attorney

Exhibit A – Temporary Construction Easement

Exhibit B – Permanent Public Utility Easement

TEMPORARY CONSTRUCTION EASEMENT

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.
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: _____

R-708_L-021G PETALUMA
Lands of City of Petaluma
9 Corporate Circle, Petaluma

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

LANDS

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded on July 31, 1973 in Book 2786 of Official Records at Page 446, Sonoma County Records.

EASEMENT

PARCEL "A"

Commencing at the northwesterly corner of said lands, also being the southwesterly corner of Lot 8 as shown on certain record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records; and running thence southeasterly along northerly boundary line of said lands and southerly boundary line of said map, said southerly boundary line has a course of north 70°33'38" west (for the purposes of this description south 70°37'52" east) and a distance of 307.02 feet,

(a) south 70°37'52" east 93.64 feet to the **True Point of Beginning**; thence continuing southeasterly along said northerly and southerly boundary line

- 1) south 70°37'52" east 112.12 feet; thence leaving said northerly and southerly boundary line and running southwest
- 2) south 20°10'02" west 61.68 feet to point herein for convenience called Point "A"; thence
- 3) north 69°29'11" west 208.74 feet; thence
- 4) north 24°12'37" east 24.65 feet; thence

- 5) south $69^{\circ}44'03''$ east 95.54 feet; thence
- 6) north $19^{\circ}04'12''$ east 34.44 feet to the **True Point of Beginning**.

Containing 9,154 square feet of land more or less.

PARCEL "B"

Commencing at said Point "A"; and running thence southwesterly

- (a) south $52^{\circ}47'04''$ west 127.44 feet to the **True Point of Beginning**; thence
 - 1) south $00^{\circ}24'50''$ west 31.86 feet to a point herein for convenience called Point "B"; thence
 - 2) north $74^{\circ}08'50''$ west 29.03 feet; thence
 - 3) south $85^{\circ}40'23''$ west 56.05 feet; thence
 - 4) south $05^{\circ}01'10''$ east 47.29 feet; thence
 - 5) south $15^{\circ}31'11''$ west 46.10 feet; thence
 - 6) south $40^{\circ}34'16''$ west 133.18 feet; thence
 - 7) south $37^{\circ}30'23''$ west 313.39 feet; thence
 - 8) south $52^{\circ}41'39''$ west 91.29 feet; thence
 - 9) north $89^{\circ}03'56''$ west 31.70 feet to a point on a non-tangent curve; thence
 - 10) from a radial line that bears south $2^{\circ}13'10''$ east, along a curve to the right, having a radius of 175.00 feet, through a central angle of $41^{\circ}08'12''$, an arc distance of 125.65 feet; thence
 - 11) north $51^{\circ}04'58''$ west 233.67 feet; thence
 - 12) north $57^{\circ}44'37''$ west 53.60 feet; thence
 - 13) on a tangent curve to the left with a radius of 100.00 feet, through a central angle of $79^{\circ}25'20''$, an arc distance of 138.62 feet; thence
 - 14) south $42^{\circ}50'03''$ west 388.09 feet; thence
 - 15) south $33^{\circ}42'37''$ west 368.22 feet; thence
 - 16) south $39^{\circ}38'30''$ west 266.67 feet; thence
 - 17) south $16^{\circ}00'57''$ west 86.41 feet; thence
 - 18) on a tangent curve to the left with a radius of 55.00 feet, through a central angle of $71^{\circ}11'37''$, an arc distance of 68.34 feet; thence
 - 19) south $55^{\circ}20'34''$ east 1685.52 feet; thence

- 20) south $37^{\circ}10'42''$ west 50.05 feet to a point herein for convenience called Point
“C”; thence
- 21) north $55^{\circ}20'34''$ west 1683.46 feet; thence
- 22) on a tangent curve to the right with a radius of 105.00 feet, through a central
angle of $71^{\circ}11'37''$, an arc distance of 130.47 feet; thence
- 23) north $16^{\circ}00'57''$ east 96.86 feet; thence
- 24) north $39^{\circ}38'30''$ east 274.53 feet; thence
- 25) north $33^{\circ}42'37''$ east 369.62 feet; thence
- 26) north $42^{\circ}50'03''$ east 392.08 feet; thence
- 27) on a tangent curve to the right with a radius of 150.00 feet, through a central
angle of $79^{\circ}25'20''$, an arc distance of 207.93 feet; thence
- 28) south $57^{\circ}44'37''$ east 56.51 feet; thence
- 29) south $51^{\circ}04'58''$ east 236.58 feet; thence
- 30) on a tangent curve to the left with a radius of 125.00 feet, through a central
angle of $41^{\circ}08'12''$, an arc distance of 89.75 feet; thence
- 31) north $59^{\circ}24'26''$ east 64.16 feet; thence
- 32) north $39^{\circ}29'40''$ east 82.29 feet; thence
- 33) north $36^{\circ}35'16''$ east 242.81 feet; thence
- 34) north $32^{\circ}00'27''$ east 178.84 feet; thence
- 35) north $03^{\circ}18'10''$ west 61.49 feet; thence
- 36) north $01^{\circ}49'04''$ west 40.39 feet; thence
- 37) north $89^{\circ}02'31''$ east 19.96 feet; thence
- 38) south $09^{\circ}56'42''$ east 55.89 feet; thence
- 39) south $64^{\circ}23'01''$ east 31.39 feet; thence
- 40) north $80^{\circ}56'55''$ east 31.08 feet; thence
- 41) south $81^{\circ}23'37''$ east 45.57 feet **True Point of Beginning.**

Containing 216,086 square feet of land more or less.

PARCEL “C”

Commencing at said “B”; and running thence southeasterly

- (a) south $66^{\circ}19'10''$ east 1079.59 feet to the **True Point of Beginning**; thence
- 1) north $26^{\circ}06'29''$ east 49.81 feet to a point herein for convenience called Point “D”; thence
 - 2) south $66^{\circ}32'46''$ east 95.55 feet; thence
 - 3) on a tangent curve to the left with a radius of 105.00 feet, through a central angle of $49^{\circ}38'00''$, an arc distance of 90.96 feet; thence
 - 4) north $63^{\circ}53'36''$ east 62.33 feet; thence
 - 5) on a tangent curve to the right with a radius of 85.00 feet, through a central angle of $51^{\circ}28'58''$, an arc distance of 76.38 feet; thence
 - 6) south $65^{\circ}11'52''$ east 124.89 feet; thence
 - 7) south $25^{\circ}37'33''$ west 52.50 feet to a point herein for convenience called Point “E”; thence
 - 8) north $64^{\circ}03'05''$ west 124.66 feet; thence
 - 9) on a tangent curve to the left with a radius of 35.00 feet, through a central angle of $51^{\circ}28'58''$, an arc distance of 31.45 feet; thence
 - 10) south $63^{\circ}53'36''$ west 62.33 feet; thence
 - 11) on a tangent curve to the right with a radius of 155.00 feet, through a central angle of $49^{\circ}38'00''$, an arc distance of 134.27 feet; thence
 - 12) north $66^{\circ}24'09''$ west 97.80 feet to the **True Point of Beginning**.

Containing 22,659 square feet of land more or less.

PARCEL ‘D’

Commencing at said Point “D”; and running thence northwesterly

- (a) north $45^{\circ}09'03''$ west 226.55 feet to the **True Point of Beginning**; thence
- 1) north $58^{\circ}57'01''$ west 51.08 feet; thence
 - 2) north $06^{\circ}55'35''$ east 74.24 feet; thence
 - 3) south $63^{\circ}52'07''$ east 51.02 feet; thence
 - 4) south $27^{\circ}25'25''$ west 5.51 feet; thence
 - 5) south $06^{\circ}38'24''$ west 73.18 feet to the **True Point of Beginning**.

Containing 3,559 square feet of land more or less.

PARCEL "E"

Commencing at said Point "E"; and running thence southeasterly

- (a) south $61^{\circ}10'37''$ east 328.04 feet to the **True Point of Beginning**; thence
 - 1) north $31^{\circ}48'09''$ east 68.93 feet; thence
 - 2) south $62^{\circ}53'25''$ east 219.56 feet; thence
 - 3) south $36^{\circ}04'38''$ west 47.55 feet; thence
 - 4) north $85^{\circ}15'50''$ west 21.29 feet; thence
 - 5) south $35^{\circ}55'54''$ west 164.22 feet; thence
 - 6) north $60^{\circ}45'57''$ west 56.59 feet; thence
 - 7) north $32^{\circ}00'47''$ east 78.97 feet; thence
 - 8) on a tangent curve to the left with a radius of 60.00 feet, through a central angle of $92^{\circ}27'51''$, an arc distance of 96.83 feet; thence
 - 9) north $60^{\circ}27'03''$ west 65.94 feet to the **True Point of Beginning**.

Containing 24,927 square feet of land more or less.

PARCEL "F"

Beginning at said Point "C"; and running thence northeasterly

- 1) north $37^{\circ}10'42''$ east 377.59 feet; thence
- 2) north $43^{\circ}16'07''$ west 133.85 feet; thence
- 3) north $29^{\circ}29'28''$ east 316.77 feet; thence
- 4) north $34^{\circ}51'57''$ west 160.63 feet; thence
- 5) north $52^{\circ}49'19''$ east 720.54 feet; thence
- 6) south $54^{\circ}44'45''$ east 846.75 feet; thence
- 7) south $35^{\circ}15'15''$ west 955.35 feet; thence
- 8) south $58^{\circ}24'56''$ east 37.79 feet; thence

- 9) south 35°29'54" west 18.60 feet; thence
- 10) north 55°46'59" west 30.54 feet; thence
- 11) south 37°29'21" west 436.85 feet; thence
- 12) south 48°18'58" east 64.13 feet; thence
- 13) south 17°48'01" west 56.18 feet; thence
- 14) south 59°52'52" west 74.01 feet; thence
- 15) south 02°12'58" east 59.16 feet; thence
- 16) south 77°44'48" west 177.07 feet; thence
- 17) north 07°04'53" west 215.60 feet; thence
- 18) north 54°29'39" east 99.39 feet; thence
- 19) north 54°43'31" west 606.59 feet to the **Point of Beginning**.

Containing 1,347,291 square feet of land more or less.

The foregoing descriptions are based on survey made by Pacific Gas and Electric in November 2019. The basis of bearings used is based on record map entitled "Map of Cader Lane Industrial Park", filed for record April 20, 1992 in Book 494 of Maps at Pages 7 to 9, Sonoma County Records, which course according to said map has a bearing of north 70°33'38" west (for the purpose of this description south 70°37'52" east) and a length of 307.02 feet.

Prepared by:
Pacific Gas and Electric Company



Jason D. Fong, PLS 9170 7/18/2023
Date



**RANCHO PETALUMA
(T. 5 N., R. 7 W., SE 1/4 SEC. 35
M.D.B.&M.)**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 70°37'52" E	112.12'
L2	S 20°10'02" W	61.68'
L3	N 69°29'11" W	208.74'
L4	N 24°12'37" E	24.65'
L5	S 69°44'03" E	95.54'
L6	N 19°04'12" E	34.44'
L7	S 52°47'04" W	127.44'
L8	S 00°24'50" W	31.86'
L9	N 74°08'50" W	29.03'
L10	S 85°40'23" W	56.05'
L11	S 05°01'10" E	47.29'
L12	S 15°31'11" W	46.10'
L13	S 40°34'16" W	133.18'
L14	S 37°30'23" W	313.39'
L15	S 52°41'39" W	91.29'
L16	N 89°03'56" W	31.70'
L17	N 51°04'58" W	233.67'
L18	N 57°44'37" W	53.60'
L19	S 42°50'03" W	388.09'
L20	S 33°42'37" W	368.22'
L21	S 39°38'30" W	266.67'
L22	S 16°00'57" W	86.41'
L23	N 16°00'57" E	96.86'
L24	N 39°38'30" E	274.53'
L25	N 33°42'37" E	369.62'
L26	N 42°50'03" E	392.08'
L27	S 57°44'37" E	56.51'
L28	S 51°04'58" E	236.58'

LINE TABLE		
LINE	BEARING	DISTANCE
L29	N 59°24'26" E	64.16'
L30	N 39°29'40" E	82.29'
L31	N 36°35'16" E	242.81'
L32	N 32°00'27" E	178.84'
L33	N 03°18'10" W	61.49'
L34	N 01°49'04" W	40.39'
L35	N 89°02'31" E	19.96'
L36	S 09°56'42" E	55.89'
L37	S 64°23'01" E	31.39'
L38	N 80°56'55" E	31.08'
L39	S 81°23'37" E	45.57'
L40	S 66°19'10" E	1079.59'
L41	N 26°06'29" E	49.81'
L42	S 66°32'46" E	95.55'
L43	N 63°53'36" E	62.33'
L44	S 65°11'52" E	124.89'
L45	S 25°37'33" W	52.50'
L46	N 64°03'05" W	124.66'
L47	S 63°53'36" W	62.33'
L48	N 66°24'09" W	97.80'
L49	N 45°09'03" W	226.55'
L50	N 58°57'01" W	51.08'
L51	N 06°55'35" E	74.24'
L52	S 63°52'07" E	51.02'
L53	S 27°25'25" W	5.51'
L54	S 06°38'24" W	73.18'
L55	S 61°10'37" E	328.04'
L56	N 31°48'09" E	68.93'

LINE TABLE		
LINE	BEARING	DISTANCE
L57	S 62°53'25" E	219.56'
L58	S 36°04'38" W	47.55'
L59	N 85°15'50" W	21.29'
L60	S 35°55'54" W	164.22'
L61	N 60°45'57" W	56.59'
L62	N 32°00'47" E	78.97'
L63	N 60°27'03" W	65.94'
L64	N 37°10'42" E	377.59'
L65	N 43°16'07" W	133.85'
L66	N 29°29'28" E	316.77'
L67	N 34°51'57" W	160.63'
L68	N 52°49'19" E	720.54'
L69	S 54°44'45" E	846.75'
L70	S 35°15'15" W	955.35'
L71	S 58°24'56" E	37.79'
L72	S 35°29'54" W	18.60'
L73	N 55°46'59" W	30.54'
L74	S 37°29'21" W	436.85'
L75	S 48°18'58" E	64.13'
L76	S 17°48'01" W	56.18'
L77	S 59°52'52" W	74.01'
L78	S 02°12'58" E	59.16'
L79	S 77°44'48" W	177.07'
L80	N 07°04'53" W	215.60'
L81	N 54°29'39" E	99.39'
L82	N 54°43'31" W	606.59'

CURVE TABLE			
CURVE	RADIUS	DELTA	DISTANCE
C1	175.00'	41°08'12"	125.65'
C2	100.00'	79°25'20"	138.62'
C3	55.00'	71°11'37"	68.34'
C4	105.00'	71°11'37"	130.47'
C5	150.00'	79°25'20"	207.93'
C6	125.00'	41°08'12"	89.75'
C7	105.00'	49°38'00"	90.96'
C8	85.00'	51°28'58"	76.38'
C9	35.00'	51°28'58"	31.45'
C10	155.00'	49°38'00"	134.27'
C11	60.00'	92°27'51"	96.83'

AUTHORIZATION 74001643	
BY	—
DR	RLJS
CH	J6F9
O.K.	J6F9
DATE	04/28/2022

T.C.E. EXHIBIT "B"
CITY OF PETALUMA
R-708-L-021G PETALUMA
PETALUMA, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



PROJ. NO.	01-16-008	
AREA	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	N/A	
SHEET NO.	1	OF 4
DRAWING NUMBER		CHANGE
N/A		3

RANCHO PETALUMA
(T. 5 N., R. 7 W., SE 1/4 SEC. 35
M.D.B.&M.)

LANDS OF
SSCOP PROPERTIES, LLC
APN: 005-280-034

SEE
SHEET 3

PARCEL "A" PARCEL "D"

PARCEL "E"

SEE SHEET 4

30' PG&E GAS EASEMENT
PARCEL 2, 1672 O.R. 621
LD# 2405-07-0192

**LANDS OF
CITY OF PETALUMA**
PARCEL I, PARCEL II, PARCEL III
2786 O.R. 446
APN: 017-170-001

PARCEL "F" T.C.E.
GROSS AREA
= 1,347,291 SQ. FT.±
NET AREA
= 1,246,128 SQ. FT.±

PARCEL "B"
T.C.E. AREA
= 216,086 SQ. FT.±

NOT TO
SCALE

S37°10'42"W
50.05'
S55°20'34"E 1685.52'
N55°20'34"W 1683.46'
POINT "C"

LEGEND

- SUBJECT PROPERTY LINE
- - - - - TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
- EXISTING EASEMENT LINE
- PROPERTY BOUNDARY LINE
- POC - POINT OF COMMENCEMENT
- TPOB - TRUE POINT OF BEGINNING
- O.R. - OFFICIAL RECORDS
- APN - ASSESSOR'S PARCEL NUMBER
- R1 - RECORD DATA PER 494 M 7
- R2 - RECORD DATA PER 2786 O.R. 446
- B.O.B. - BASIS OF BEARINGS

- PARCEL "F" T.C.E. AREA
ENCUMBERED BY PROPOSED
EASEMENT LD# 2404-07-10007
AREA= 47,557 SQ. FT.

- PARCEL "F" T.C.E. AREA
ENCUMBERED BY 30' PG&E GAS
EASEMENT LD# 2405-07-0192
AREA= 53,606 SQ. FT.

NOT TO
SCALE



SCALE: 1" = 400'

AUTHORIZATION
74001643

BY -
DR RLJS
CH J6F9
O.K. J6F9
DATE 04/28/2022

T.C.E. EXHIBIT "B"
CITY OF PETALUMA
R-708-L-021G PETALUMA
PETALUMA, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



PROJ. NO.	01-16-008		
AREA	AREA 7, NORTH COAST		
COUNTY	SONOMA		
SCALE	1 INCH = 400 FEET		
SHEET NO.	2	OF	4
DRAWING NUMBER	N/A		CHANGE
			3

**RANCHO
PETALUMA
(T. 5 N., R. 7 W., SE 1/4 SEC. 35
M.D.B.&M.)**



LANDS OF
SSCOP PROPERTIES, LLC
APN: 005-280-035

LANDS OF
PARCEL "C"
CITY OF PETALUMA

LANDS OF
SSCOP PROPERTIES, LLC
DOC. NO. 2015014870 O.R.
APN: 005-290-011

LOT 8

37.5' SANITARY SEWER
EASEMENT PER 494 M 7
2651 O.R. 407

(S72°00'00"E)R2
(N70°33'38"W)R1
S70°37'52"E

(4.60 CHAINS)R2
307.02'

POC

93.64'

TPOB

L1

PARCEL "A"
T.C.E. AREA
= 9,154 SQ. FT. ±

L2

POINT "A"

SEE SHEET 2

LANDS OF
CITY OF PETALUMA
PARCEL I, PARCEL II, PARCEL III
2786 O.R. 446
APN: 017-170-001

LANDS OF
SSCOP PROPERTIES, LLC
APN: 005-280-034

L35
L34

L36

L37

L38

L39

L40

L41

L42

L43

L44

L45

L46

L47

L48

L49

L50

L51

L52

L32

L33

L34

L35

L36

L37

L38

L39

L40

L41

L42

L43

L44

L45

L46

L47

L48

SEE SHEET 2

SEE SHEET 4

AUTHORIZATION
74001643

BY —
DR RLJS
CH J6F9
O.K. J6F9
DATE 04/28/2022

T.C.E. EXHIBIT "B"
CITY OF PETALUMA
R-708-L-021G PETALUMA
PETALUMA, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

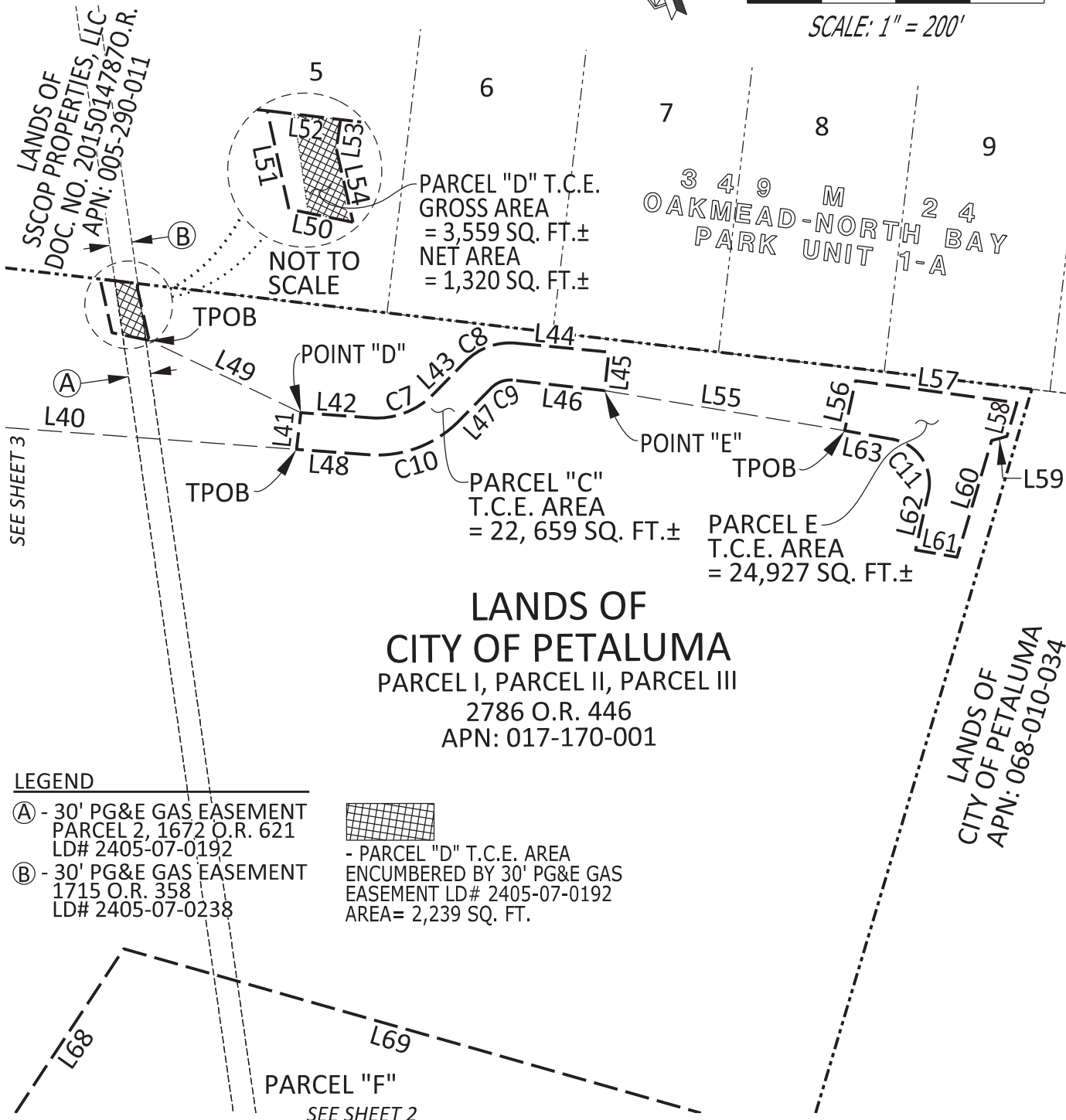


PROJ. NO.	01-16-008		
AREA	AREA 7, NORTH COAST		
COUNTY	SONOMA		
SCALE	1 INCH = 60 FEET		
SHEET NO.	3	OF	4
DRAWING NUMBER	N/A		CHANGE
			3

**RANCHO
PETALUMA
(T. 4 N., R. 7 W., NE 1/4 OF NE 1/4
SEC. 2
M.D.B.&M.)**



SCALE: 1" = 200'



AUTHORIZATION
74001643

BY -
DR RLJS
CH J6F9
O.K. J6F9
DATE 04/28/2022

T.C.E. EXHIBIT "B"
CITY OF PETALUMA
R-708-L-021G PETALUMA
PETALUMA, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



PROJ. NO.	01-16-008		
AREA	AREA 7, NORTH COAST		
COUNTY	SONOMA		
SCALE	1 INCH = 200 FEET		
SHEET NO.	4	OF	4
DRAWING NUMBER	N/A		CHANGE
			3

RECORDING REQUESTED BY AND RETURN TO:

ATTACHMENT B

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

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

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

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

 Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2404-07-10007

EASEMENT DEED

2019093 (01-16-008) 10 19 07

R-708 L-021G-10 Petaluma River Crossing

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

(“**Grantor**”), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantee**”), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use such pipe lines, valves, and appurtenances for conveying gas, and other appliances, fittings, and devices for controlling electrolysis for use in connection with the pipe lines, and such underground wires, cables, conduits, appurtenances and other associated equipment for communication purposes, and the right to energize the facilities, together with a right of way, within the easement area described below, lying within Grantor's lands situated in the Unincorporated Area, County of Sonoma, State of California, and described as follows:

(APN 017-170-001)

The parcel of land described and designated LANDS in EXHIBIT “A” attached hereto and made a part hereof.

The easement area is described as follows:

The parcel of land described and designated EASEMENT AREA in EXHIBIT “A” and shown upon EXHIBIT “B” attached hereto and made a part hereof (“Non-Exclusive Easement Area”)

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within the easement area, or as Grantee deems necessary to comply with applicable state or federal regulations;

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

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

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

(f) the right to grading for, construct, reconstruct, maintain, and use such roads on and across said lands as Grantee may deem necessary in exercising its right of ingress and egress granted herein;

Grantee covenants and agrees:

(a) to restore the easement area as a result of excavation made by Grantee to as near as practicable to the condition that existed prior to such excavation at Grantee's sole cost and expense;

(b) to repair any damage to the lands caused by Grantee as a result of exercising its right of ingress and egress granted herein; and

(c) to the maximum extent permitted by law, at its sole cost and expense, to indemnify, defend with counsel reasonably acceptable to Grantee and hold harmless Grantor 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 Grantee 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 Owner's sole negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities;

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder.

Grantor shall not commence, nor allow a third party to commence, any construction activity (surface or subsurface) within the easement area without the written approval of Grantee, which approval shall not be unreasonably withheld. No construction activity shall commence until such time that Grantee approves the request.

Grantor shall not plant any trees, brush, vines, and other vegetation within the easement area. Grantor may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the easement area.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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

Dated _____, 20_____.

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

By _____
Peggy Flynn
City Manager

EXHIBIT "A"

LANDS

The parcels of land described and designated PARCEL I, PARCEL II and PARCEL III in the deed from Joe V. Cardozo and Rosa Cardozo, his wife, to the City of Petaluma, a municipal corporation of the State of California dated July 19, 1973 and recorded in Book 2786 of Official Records at Page 446, Sonoma County Records.

APN: 017-170-001

EASEMENT AREA

A strip of land of the uniform width of 60 feet extending northerly and northeasterly from the southerly boundary line of PARCEL II in said deed dated July 19, 1973 (2786 O.R. 446) to the Northwestern boundary line of the strip of land described and designated Parcel 2 as in the Final Order of Condemnation dated May 28, 1959 and recorded in Book 1672 of Official Records at Page 621, Sonoma County Records, and lying 45 feet on Westerly side and 15 feet of the Easterly side of the line described as follows:

Commencing at the Southeasterly terminus of a course in the center line of the strip of land described in the deed from Catherine M. Palmer and others to Pacific Gas & Electric Company dated October 7, 1957 and recorded in Book 1553 of Official Records at Page 578, Sonoma County Records, which has a bearing of North 08°13' West (North 07°49'38" West for this description) and a length of 350 feet, and running thence along center line of said strip

- (a) North 07°49'38" West 350.00 feet
to Point "A" in said deed dated October 7, 1957 (1553 O.R. 578); thence continuing along said center line
- (b) North 07°49'38" West 6.40 feet; thence
leaving said center line and running
- (c) South 82°10'22" West 15.00 feet
to a point in the westerly boundary line of said strip dated October 7, 1957 (1553 O.R. 578),
thence leaving said westerly boundary line and running
- (d) North 53°51'30" West, 140.18 feet; thence
- (e) North 06°43'58" West, 207.71 feet; thence
- (f) North 06°43'58" West, 311.71 feet
to a point being on the Southeasterly bank of the Petaluma River at ordinary high water mark;
thence
- (g) North 06°43'58" West, 264.45 feet, more or less,

to a point being on the Northeasterly bank of the Petaluma River at ordinary high water mark being the Southerly boundary line of said PARCEL II (2786 O.R. 446), also being the TRUE POINT OF BEGINNING, thence running

(1) North 06°43'58" West, 575.00 feet; thence

(2) North 56°06'12" East, 286.83 feet

to a point in the Northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621); thence

South 78°44'08" East, 15.00 feet, more or less, to a point on the center line of said strip of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621) and being the point of termination of this line. Said point bears North 11°15'52" East and a distance of 614.87 feet from the southern terminus of the course described in said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621), said course has a bearing of South 10°51'30" West and a distance of 2626.7 feet.

Excepting therefrom the portions lying within said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621)

The sidelines of said strip shall extend or terminate at the southerly boundary of said PARCEL II (2786 O.R. 446) and the northwesterly boundary line of said Parcel 2 of said Final Order of Condemnation (1672 O.R. Page 621).

Containing 53,792 Sq. Ft. or 1.2349 acres ±

The foregoing description is based on a survey made by Pacific Gas and Electric Company in November 2019. The basis of bearings used is based on found 1/2-inch iron pipes with tag L.S. 3665 marking the termini of a course as shown upon the Record of Survey filed for record November 19, 2014 in Book 767 of Maps at page 47, Sonoma County Records, said course has a bearing North 01°20'57" East (for the purposes of this description North 01°21'35" East) and distance of 710.39 feet.

Prepared by:
Pacific Gas and Electric Company



8/3/2023

Jason D. Fong, PLS 9170

Date



T. 4 N., R.7 W. SEC. 2 M.D.B.&M.

LEGEND

- EASEMENT AREA
- - - - - WATERS EDGE
- · - · - · - PROPERTY LINES
- - - - - EXISTING EASEMENT LINES
- - - - - CENTER LINES

T.P.O.B - TRUE POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT

R1 - 30' WIDE PG&E GAS EASEMENT
BK.1553 O.R. PG.578
LD#2404-07-0133

R2 - 30' WIDE PG&E GAS EASEMENT
PARCEL 2, BK.1672 O.R. PG.261
LD#2405-07-0192

60' WIDE PG&E GAS EASEMENT
LD# 2404-07-10007

PERMANENT EASEMENT AREA: 53,792 SQ. FT.

CITY OF PETALUMA

PARCEL I, PARCEL II AND PARCEL III

BK. 2786 DEED PG. 446

APN 017-170-001

PETALUMA

RIVER

N 06°43'58" W
264.45'

LANDS OF PEACH TREE TERRACE
DOC. NO. 2020056272 O.R.
APN: 019-320-020

N 01°21'35" E 710.39'
(N 01°20'57" E) R2

707 M 47
BASIS OF BEARINGS

LANDS OF
MICHAEL H. GOLDBERG
APN 019-320-007

884.07'

N 88°57'37" W
(S 88°58'15" E) R2
N 06°43'58" W
207.71'

N 53°51'30" W
140.18'
LANDS OF DRY CREEK
RANCHERIA BAND
OF POMO INDIANS
DOC. NO. 2012-059480
APN 019-320-006

DETAIL

POINT "A"

N 07°49'38" W
356.40'

P.O.C.

SEE
DETAIL
POINT "A"
PER R1

30' WIDE PG&E
GAS EASEMENT
B.1557 O.R. P.542
LD#2404-07-0135

N 07°49'38" W
293.94'
S 82°10'22" W 15.00'

N 07°49'38" W 350'
(N 08°13' W
350') R1

30' WIDE PG&E
GAS EASEMENT
BK. 1553 O.R. PG. 578
LD# 2404-07-0133

R2 - RECORD DATA PER 767 M 47
● - FOUND 1/2" IP
TAGGED 3565
PER R2

S 78°44'08" E
15.00'

(S 10°51'30" W) R2
N 11°15'52" E
614.87'

R2



0 150 300
1 INCH = 300 FEET



AUTHORIZATION
41528767

BY —
DR G5S4, RLJS
CH J6F9
O.K. J6F9
DATE 04/18/2022

EXHIBIT "B"

R-708-L-021G PETALUMA
PETALUMA RIVER CROSSING_4
LD# 2404-07-10007
PETALUMA, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



PROJ. NO.	01-16-008	
AREA	AREA 7, NORTH COAST	
COUNTY	SONOMA	
SCALE	1 INCH = 300 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	L-10236	
CHANGE	3	

Attach to LD: 2404-07-10007

Area, Region or Location: 7, North Coast

Land Service Office: Concord

Line of Business: Gas Transmission (52)

Business Doc Type: Easements

MTRSQ: 24.04.07.02.13, 24.04.07.02.12,

FERC License Number: N/A

PG&E Drawing Number: L-10236

Plat No.: 2769-H2

LD of Affected Documents: LD_2405-07-0192

LD of Cross Referenced Documents: LD_2404-07-0135, LD_2404-07-0134, LD_2404-07-0133

Type of interest: Gas and Pipeline Easements (5)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 41528767

JCN: 01-16-008

County: Sonoma

Utility Notice Number: N/A

851 Approval Application No: ;Decision: N/A

Prepared By: g5s4

Checked By: j6f9

Revised By:j6f9

Approved By: GxGw 9/6/2023

Attachment C

Park Work/Closure Plan

PG&E proposes a two phase project to install a replacement natural gas pipeline in upland and subsurface riverine locations within and near the City of Petaluma (Phase 1) and remove two parallel sections of the existing pipeline (021G) from beneath the Petaluma River (Phase 2). Phase 2 is planned for a later year so all work can be contained within work windows that minimize potential impact to special status species in the area.

During Phase 1, planned for fall 2023, approximately 1,852 feet of 16-inch-diameter steel natural gas replacement pipeline (492 feet in upland locations using open trench and backfill methods and 1,360 feet under the Petaluma River using HDD) would be installed. This work can be seen on the included exhibit (see Attachment A).

During Phase 2, two 368-foot parallel sections of the existing 12-inch-diameter steel natural gas pipeline and 0.75-inch driplines would be removed from beneath the Petaluma River using dredging and excavation. In addition, approximately 1,278 feet of the existing 16-inch-diameter steel natural gas pipeline and 2,690 feet of 0.75-inch dripline would be abandoned in upland locations between the north valve lot and South McDowell Boulevard. Existing pipeline fittings, condensate traps, natural gas isolation valve lots at V-2.54 and V-2.6, and existing pipeline markers are also proposed for removal. Phase 2 is planned for fall 2024 between 9/1 and 10/15 to avoid impact to steelhead while performing in water work.

The access plan described below represented in the Traffic Control Plan (see Exhibit 1) is proposed by PG&E to protect public safety from construction activities while also promoting access to the park when possible. Considerations taken into account are the need for construction vehicles to use parts of the trail used by the public and the areas that construction would need to close off because of operating equipment and open excavation. As shown below the proposed plan tries to open up the park during the weekends when public use is higher.

Weekday Construction: The Park and parking lot would be closed to the public. This is a result of high traffic volume for construction during the week that would result in a potential danger to the public if the park was not closed. Barricades and signage would be placed at all access points and flaggers would be placed at the parking lot to encourage compliance. Work hours for much of the project would range from 7:00AM – 5:30PM. During active horizontal directional drilling project hours could range from 7:00AM – 7:00PM, longer drilling intervals allows for a shorter overall duration of drilling and the less starting and stopping of the rig the lower the risk of stoppages and issues. (Pages 1 & 2 of the Traffic Control Plan)

Saturday Construction: Construction is scaled down enough to accommodate public use of the park allowing the Park and parking lot to be open to the public. Flaggers at areas of public / construction interface along the trail would help ensure safety while vehicles need to ingress and egress. Construction Work hours 7:00AM – 5:30PM (Pages 3 & 4 of the Traffic Control Plan)

Saturday Construction (Removal): This only relates to Phase 2 of the project not planned until 2024. The Park and parking lot would be open to all public users. Flaggers at areas of public / construction interface and would have additional portions of the path closed through removal area not closed during the Phase 1 closure. (Pages 5 and 6 of the Traffic Control Plan)

Sunday: No construction planned on Sunday. A security guard would be on-site to make sure the public doesn't go into the active construction area near the river but full access to surrounding trails and parking lot would be available. If issues occur during the project that necessitates Sunday work to stay on schedule PG&E would plan on using the Saturday layout to make sure work never takes away access on weekends. (Page 7 of the Traffic Control Plan)