

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.3
FOR THE MEETING OF: December 13, 2018**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Approve an easement agreement, granting Pacific Gas & Electric Company (PG&E) certain rights necessary for construction, maintenance, and use of certain PG&E-owned electric facilities infrastructure within the subterranean levels of the transit center.

EXPLANATION:

In November 2013, the TJPA Board of Directors approved an Electric Service Agreement (ESA) with the San Francisco Public Utilities Commission (SFPUC) for provision of long-term electric power for the transit center. SFPUC generates the majority of its electricity from hydroelectric facilities at Hetch Hetchy Reservoir in Yosemite National Park. SFPUC infrastructure transmits this electricity to Sunol, but SFPUC relies on PG&E infrastructure to transmit the electricity to San Francisco. Accordingly, even though SFPUC is the TJPA's electric utility under the ESA, the transit center connects to PG&E's transmission network via infrastructure owned by PG&E. In particular, SFPUC service is accomplished by dual 12-kV feeds from two separate PG&E substations into the transit center.

To accomplish the interconnection, PG&E requires an easement from the TJPA for construction, maintenance, and use of certain PG&E-owned electric facilities within the subterranean levels of the transit center. The easement area is approximately 167 square feet (14.5 feet by 11.5 feet wide) and about 24 feet deep/vertical. PG&E's requested form of easement agreement, which is based on its standard form, is attached.

The TJPA contemplated the need for such an easement agreement in the ESA, and the value of the easement is reflected in the benefits and services TJPA is receiving under the ESA. The TJPA Board previously authorized the grant of such an easement to SFPUC as necessary to effectuate the terms of the ESA. The purpose of the easement remains the same, but the grant is to PG&E.

RECOMMENDATION:

Staff recommends that the TJPA Board authorize the Executive Director to execute an easement agreement in the form attached, granting PG&E certain rights necessary for construction, maintenance, and use of certain electric facilities infrastructure within the subterranean levels of the transit center.

ATTACHMENTS:

1. Easement Agreement
2. Resolution

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California to design, build, and operate the Transbay Transit Center Program; and

WHEREAS, In November 2013, the TJPA Board of Directors approved an Electric Service Agreement (ESA) with the San Francisco Public Utilities Commission (SFPUC) for provision of long-term electric power for the transit center; and

WHEREAS, SFPUC's provision of power to the transit center relies on interconnection with infrastructure owned and operated by Pacific Gas & Electric Company (PG&E);

WHEREAS, PG&E requires an easement from the TJPA for construction, maintenance, and use of certain PG&E-owned electric facilities infrastructure within the subterranean levels of the transit center; and

WHEREAS, The TJPA contemplated the need for such an easement agreement in the ESA, and the value of the easement is reflected in the benefits and services TJPA is receiving under the ESA; and now, therefore, be it

RESOLVED, That the TJPA Board authorizes the Executive Director to execute an easement agreement, granting Pacific Gas & Electric Company certain rights necessary for construction, maintenance, and use of certain electric facilities infrastructure within the subterranean levels of the transit center in the form presented; and, be it further

FURTHER RESOLVED, That the TJPA Board authorizes the Executive Director to take all actions and execute all documents as he deems reasonably necessary to implement and effectuate the above approval.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 13, 2018.

Secretary, Transbay Joint Powers Authority

RECORDING REQUESTED BY AND RETURN TO:

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

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# XXSF-00-4628

EASEMENT DEED

TRANSBAY JOINT POWERS AUTHORITY, a California public agency,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities for public utility purposes, specifically electric facilities and associated equipment, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City and County of San Francisco, State of California, described as follows:

(APN 3721-124) 65 Minna Street

The parcel of land described and designated Parcel B as shown upon the Record of Survey No. 5795 Map filed for record October 2, 2009 in Book CC of Survey Maps at page 192, in the Official Records of the City and County of San Francisco.

Said easement area is described as follows:

The strip of land described in Exhibit "A-1" and shown on Exhibit "B-1", both of which are attached hereto and made a part hereof.

Grantor limits the grant to Grantee all that real property situated in the City and County of San Francisco, State of California, per Exhibits "A-1" and "B-1", between two horizontal planes, the lower plane being at elevation 11.50 feet CCSF 2013 NAVD88 vertical datum and the upper plane being at elevation 35.50 feet CCSF 2013 NAVD88 vertical datum.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

The easement granted herein is non-exclusive, and Grantor expressly reserves the right to operate, maintain, and repair any Transbay Program structures (building, vaults, and train box) and improvements located in the easement area.

Grantor shall not commence, nor allow a third party to commence any construction, reconstruction, or renovation activity within said easement area without the written approval of Grantee, which approval shall not be unreasonably withheld or delayed. Grantor shall submit requests to the address listed below, or to such other address as Grantee may designate by written notice. Grantee shall respond to Grantor written notice within forty-five (45) calendar days. No construction shall commence until Grantee approves the request, except that if no response is received from Grantee within forty-five (45) calendar days, Grantor's request shall be deemed approved.

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

In the event Grantee no longer requires the use of the easement area for the electric facilities and associated equipment as set forth above, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

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.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: _____, _____.

TRANSBAY JOINT POWERS AUTHORITY,
a California public agency

By _____
Mark Zabaneh
Executive Director

APPROVED AS TO FORM:
Shute, Mihaly & Weinberger LLP

By _____
Name _____
Title _____

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

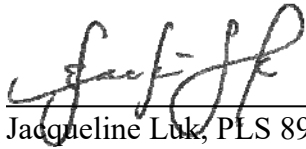
EXHIBIT "A-1"
LEGAL DESCRIPTION
PG&E EASEMENT

The land referred to hereon is situated in the City and County of San Francisco, State of California, being a portion of Parcel B as shown on Record of Survey No. 5795, recorded in Book CC of Survey Maps, Page 192 on October 2, 2009 in the Office of the San Francisco County Recorder, more particularly described as follows:

BEGINNING at a point on the southeasterly line of Minna Street, distant thereon 139.26 feet northeasterly from the northeasterly line of 2nd Street; thence at a right angle southeasterly 14.50 feet; thence at a right angle southwesterly 11.50 feet; thence at a right angle northwesterly 14.50 feet to the southeasterly line of Minna Street; thence along said line of Minna Street northeasterly 11.50 feet to the POINT OF BEGINNING.

CONTAINING 167 square feet, more or less.

Prepared by Luk and Associates

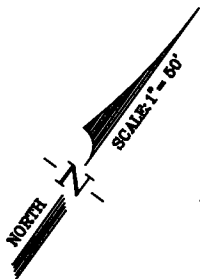


Jacqueline Luk, PLS 8934



Date: May 17, 2018

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.



SECOND STREET
(82.5' WIDE)

139.26'

APN
3721-052

APN 3721-123

11.50' P.O.B.

14.50'

14.50'

11.50'

PG&E EASEMENT
167 S.F.±

MINNA STREET
(35' WIDE)

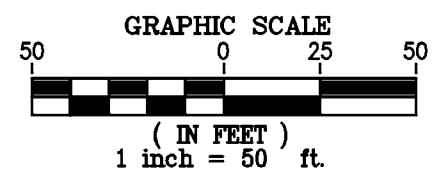
PARCEL B
ROS. 5795
CC RSM 192

APN 3721-006

FIRST STREET
(82.5' WIDE)

TRANSBAY JOINT POWERS
AUTHORITY, DOC. NO.
2005-1064447, REEL J009,
IMAGE 0692, DEED RECORDED
NOV. 2, 2005,
SAN FRANCISCO CITY/COUNTY
OFFICIAL RECORDS
APN 3721-124

NATOMA STREET
(35' WIDE)



Jacqueline Luk
JACQUELINE LUK, PLS 8934

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- - - ADJOINERS PROPERTY LINE
- - - OLD LOT LINE
- ▒ PG&E EASEMENT
- P.O.B. POINT OF BEGINNING

EXHIBIT "B-1" PG&E EASEMENT

CITY & COUNTY OF SAN FRANCISCO, CALIFORNIA
LUK AND ASSOCIATES
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
SCALE: 1" = 50'

SHEET 1
JOB NO: 10024S10

PLOT DATE: 5/21/2018



EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Utility Distribution Easement (09/17)

Attach to LD: XXSF-00-4628

Area, Region or Location: 1

Land Service Office: San Francisco

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: (23.02.05.03.13), (23.02.05.03.31), (23.02.05.03.24), (23.02.05.03.42)

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.: Elec: B0410

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 31139969

JCN: N/A

County: San Francisco

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: skw0

Checked By: DQT1

Approved By: LMHR (10/29/18)

Revised by: