

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

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2302-04-0218**

**EASEMENT DEED**

2008047 (22-07-085) 01 16 2

Webster Street Gas Line Relocation

**CITY OF ALAMEDA, a public body of the State of California,**

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as PG&E shall from time to time elect for communication purposes, together with adequate protection therefor, and also a right of way, within the hereinafter described easement area lying within Grantor's lands which are situated in the City of Alameda, County of Alameda, State of California, and are described as follows:

(APN 074-0906-005-07)

The 5.93 acre parcel of land described and designated Parcel 9 in the quitclaim deed from The United States of America to Alameda Unified School District dated September 15, 1971 and recorded on Reel 2984 of Official Records at Image 478, Alameda County Records; excepting therefrom the parcel of land described in the quitclaim deed from The United States of America to the City of Alameda dated May 29, 1981 and recorded as Instrument Number 81-106165 in the Official Records of Alameda County.

The aforesaid easement area is described as follows:

See attached Exhibit "A" attached hereto and made a part hereof.

Grantor further grants to PG&E:

(a) the right of ingress to and egress from said 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 said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

(c) the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the installation and replacement of said facilities;

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

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

PG&E hereby covenants and agrees:

(a) not to fence said easement area;

(b) to promptly backfill any excavations made by it on said easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor 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 Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that 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 cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities.

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 ALAMEDA

\_\_\_\_\_  
By

\_\_\_\_\_  
By

Area 2  
General Office  
Gas Transmission  
T02S, R04W, MDB & M SEC 02  
PG&E Drawing Number B-6317  
LD 2302-04-0217  
Gas line easement  
Order 7066271  
JCN: 22-07-085  
County: Alameda  
Prepared By: Daouda Ba  
Checked By: Robert Sullivan  
Revision Number: 2

LD 2302-04-0218

**2008047 (22-07-085) 01 08 1**

Webster Street Gas Line Relocation

**EXHIBIT "A"**

(APN 074-0906-005-07)

The strip of land situate in the City of Alameda, County of Alameda, State of California, described as follows:

A strip of land of the uniform width of 20 feet extending from the northeasterly boundary line of the parcel of land described in the quitclaim deed from The United States of America to the City of Alameda dated May 29, 1981 and recorded as Instrument Number 81-106165 in the Official Records of Alameda County, northerly to the northerly boundary line of the parcel of land described and designated Parcel 9 in the quitclaim deed from The United States of America to Alameda Unified School District dated September 15, 1971 and recorded on Reel 2984 of Official Records at Image 478, Alameda County Records, and lying 10 feet on each side of the line described as follows:

Beginning at a point in said northeasterly boundary line and running thence

(1) north 1°18'53" west approximately 20 feet  
to a point which bears north 56°05'32" west 949.31 feet distant from the found Standard Street Monument in Bartlett Drive as said monument is shown upon the Map of Tract 6877 filed for record April 22, 1997 in Book 231 of Maps at Page 15, Alameda County Records, as marking the southerly terminus of a course shown upon said map, which course has a bearing of N 04°16'30" E and a length of 9.19 feet; thence continuing  
(2) north 1°18'53" west 95.20 feet; thence  
(3) north 31°57'29" west approximately 74 feet  
to a point in said northerly boundary line.

The foregoing description is based upon a survey made by Pacific Gas and Electric Company in December 2007. The bearings used are based on said map.