

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

4/8/2021  
Item No. 6.2  
CF/msr

*M/A*

**ORDINANCE APPROVING AND AUTHORIZING A GRANT OF EASEMENT TO PACIFIC GAS AND ELECTRIC COMPANY FOR ACCESS, REPAIR, AND MAINTENANCE OF NATURAL GAS FACILITIES LOCATED IN THE BERTH 24 THROUGH BERTH 26 BACKLANDS, TO CONTINUE TO PROVIDE NATURAL GAS SERVICE TO PORT OF OAKLAND TENANTS, FOR NO MONETARY CONSIDERATION FOR SIXTY-SIX YEARS.**

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report Item No. 6.2 dated April 8, 2021 ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received; now therefore

**BE IT ORDAINED** by the Board of Port Commissioners of the City of Oakland as follows:

**SECTION 1.** The Board hereby finds and determines as follows:

A. This action was reviewed in accordance with the requirements of the California Environmental Quality Act ("CEQA"). The proposed action is consistent with the 2002 Oakland Army Base Area ("OAB") Redevelopment Plan Environmental Impact Report ("2002 OAB EIR"), which evaluated the potential impacts of redevelopment of the 1,800-acre redevelopment area, including the former OAB and the Maritime sub-district. The 2002 OAB EIR, as addended, includes necessary installation, repair, and improvement of infrastructure as part of the redevelopment program. This action does not trigger any of the conditions set forth in Section 15162 of the CEQA Guidelines, and no further CEQA review is thus required.

B. A natural gas line currently located in existing 7th Street right of way will be capped, eliminating an existing cathodic protection device (located within existing 7th Street) in preparation for construction of the 7th Street Grade Separation East project.

C. To ensure the safety of Pacific Gas & Electric's ("PG&E") natural gas lines in the immediate vicinity, as well as ensuring continued natural gas service to Port tenants, PG&E requested a direct easement from the Port for the installation of cathodic protection equipment on the backlands of Berth 24 adjacent to existing electrical substation equipment.

D. The proposed easement to PG&E is for the benefit of Port tenants for continued service, and the Port in facilitating the 7th Street Grade Separation East project and therefore will require no payment from PG&E.

**SECTION 2.** The Board hereby approves the terms and conditions of the Grant of Easement Agreement with PG&E, with the following major terms and conditions:

- A. Premises:** The easement premises ("Premises") will be an area on the backlands of Berth 24 adjacent to existing electrical substation equipment, which is proximate to an existing natural gas line and allows an electrical connection to cathodic protection device (for operation), as well as access for inspection and maintenance. Attachment 1 to the Agenda Report provides a general depiction of the proposed location of the cathodic protection equipment referred to as the "Location Map" as further specified in Attachment 2 the "Easement Depiction" in the Agenda Report; and
- B. Permitted Uses:** PG&E will be given a non-exclusive easement for the purpose of constructing, operating, inspecting, maintaining, repairing, removing and replacing, from time-to-time, the existing gas line and proposed cathodic protection equipment (collectively, "PG&E's Facilities") to continue to provide natural gas service to the immediate vicinity including Port tenants. PG&E will not be allowed to expand or enlarge PG&E's Facilities, add additional conduits, or install lateral connections on Port lands without first obtaining the Port's prior written permission, which the Port may grant, deny, or condition in its sole and absolute discretion; and
- C. Term:** The term of the easement will be for sixty-six (66) years, with an option to extend for an addition sixty-six (66) years, and will terminate due to abandonment, non-use, or violation of the tidelands trust; and
- D. Payment:** None. The proposed easement to PG&E is for the benefit of Port tenants and does not impair the utility of the Premises.

**SECTION 3.** The Board hereby authorizes the Executive Director of the Port ("Executive Director") to:

A. Execute on behalf of the Board the Grant of Easement Agreement with PG&E, subject to the terms and conditions set forth herein and as further set forth in the Agenda Report.

B. Make such additions, modifications, or corrections as necessary to implement the Grant of Easement Agreement or to correct errors, subject to the limitations set forth herein and provided that any such addition, modification or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report and are approved as to form and legality by the Port Attorney.

**SECTION 4.** This ordinance is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this ordinance, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

**SECTION 5.** This ordinance shall take effect on the date of its final adoption; provided, however, that if a petition protesting the adoption of this ordinance is timely and duly submitted to the elections official of the City of Oakland in the manner required under California Elections Code § 9237, the effective date of this ordinance shall be suspended, and all actions authorized by this ordinance shall be null and void.

**President.**

**Attest:** \_\_\_\_\_

**Secretary.**

**Approved as to form and legality:**

\_\_\_\_\_  
**Port Attorney**