

AMENDMENT TO RIGHT OF ENTRY AGREEMENT
Vacant Lot at the Corner of Story and Senter Road

This Amendment to Right of Entry Agreement for Vacant Lot at the Corner of Story and Senter Road (“Amendment”), dated as of January 4, 2022 for reference purposes only, is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“LICENSEE”), and the CITY OF SAN JOSE, a California municipal corporation (“CITY”), and shall become effective upon execution by the CITY.

RECITALS

WHEREAS, CITY and LICENSEE entered into that certain Right of Entry Agreement upon City-owned Property dated June 17, 2021 (“Original Lease”) that commenced on August 1, 2021 and expires on December 31, 2021, known as the vacant lot at the corner of Story and Senter Road described as a portion of Assessor’s Parcel Number 472-11-062, 472-11-081, and 472-12-073 in San Jose, California; and

WHEREAS, LICENSEE desires to extend the term of the lease agreement in order to continue use of the Property for the sole purpose of equipment staging, including but not limited to, office trailer, tool trailers, dump trucks, back-hoes, excavators, crew trucks, and water storage tanks to conduct strength tests on Pacific Gas and Electric Company pipelines along King Road and Story Rd; and

WHEREAS, CITY is willing to permit LICENSEE to continue the right of entry upon the Property subject to the terms and conditions of the Original Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties desire to enter into this Amendment for the purpose of extending the date the Term shall end, subject to the terms of the Original Lease and set forth below:

AMENDMENT

1. Extension of Term. Subject to the termination provision set forth in Section 5 of the Original Lease, the term of the Right of Entry (“Term”) shall terminate on February 28, 2022.
2. Compensation. LICENSEE shall pay CITY \$5,000 in return for the rights granted under this Amendment, which is in addition to the compensation owed to City under the Original Lease.
3. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Unless otherwise prohibited by law or policy of a party, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term

“electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City. Each Party (i) has agreed to permit the use, from time to time and when allowed by law, of electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by electronic signature, (iii) is aware that the other will rely on the electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term “electronically signed contract” shall include any signature sent via facsimile or via email in portable document format (“.pdf”).

[Signatures Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written below.

APPROVED AS TO FORM:

× Cameron Day
Cameron Day (12/22/2021)
Email: cameron.day@sanjoseca.gov

CAMERON DAY
Deputy City Attorney

" CITY "

CITY OF SAN JOSE,
a municipal corporation

× Nanci Klein
Nanci Klein (1/4/2022)
Email: nanci.klein@sanjoseca.gov

NANCI KLEIN
Director of Economic Development
Director of Real Estate

" LICENSEE "

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

× Emad Gholami
e1gu@pge.com (12/22/2021)
Email: e1gu@pge.com

EMAD GHOLAMI
Supervisor
Land Acquisition