

LICENSE NUMBER 8444

SOUTH TAHOE PUBLIC UTILITY DISTRICT

LICENSE AGREEMENT FOR THE SOUTH UPPER TRUCKEE WELL NO. 3 DEWATERING

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Licensor"), and the SOUTH TAHOE PUBLIC UTILITY DISTRICT, a California Public Agency formed in 1950 pursuant to the Public Utility District Act, duly qualified to conduct business in the State of California, whose principal place of business is 1275 Meadow Crest Drive, South Lake Tahoe, California 96150 (hereinafter referred to as "Licensee");

1. License.

Subject to the provisions hereof, Licensor hereby grants a license ("License") to Licensee to:

Enter onto portions of Licensor's property, El Dorado County Assessment Number 036-582-013-000, as shown in Exhibit A ("License Area"), to install, maintain, and remove a temporary water discharge system to disperse ground water discharge due to testing of the District's South Upper Truckee Well No. 3 Well into the Upper Truckee River. Groundwater will be pumped during well testing located at 3131 Egret Way, South Lake Tahoe, California, 96150. The temporary discharge system will consist of an aluminum irrigation pipeline or fire hoses, a flow diffuser, and High-Density Polyethylene (HDPE) sheeting to prevent erosion. Licensee will use hand crews to install and remove the temporary discharge system.

2. Term of License.

The term of this License is effective upon execution through October 15, 2024, unless terminated sooner. Prior to termination or expiration of the License, Licensee shall remove all equipment from the License Area.

3. License Fee.

There will be no fee associated with this license.

4. Expenses of Licensee.

Licensee shall bear the sole risk and pay all costs and expenses of whatever kind and nature which arise from this License, including, without limitation, expenses to reconstruct, repair, and restore the License Area to the conditions in existence immediately prior to Licensee's entry.

If Licensor shall have made payments on behalf of Licensee for any costs or expenses incurred herein, Licensee shall reimburse Licensor within ten (10) days from the date such costs or expenses were incurred. Licensor shall have a lien on any Licensee-owned property on Licensor's property as security for repayment of said amount.

5. Use.

Licensee shall neither use nor permit any use of the License Area for any purpose other than that set forth in Section 1 hereof. Licensee shall not do or cause to be done in or upon the License Area any act or thing which is or may be a nuisance. Licensee shall not use or permit others to use the License Area for any unlawful purposes.

This License does not confer upon Licensee any drilling rights or any water or mineral rights or the right to extract or remove any timber existing on the License Area or any water or minerals of any kind or character. Unless authorized in writing by Licensor, Licensee shall not destroy, cut, or remove any timber, trees, or firewood standing or lying thereon, or permit others to commit any of said acts on the License Area.

Licensor makes no representations or warranties concerning the condition of the License Area. This License is subject to all easements, leases, liens, conditions, restrictions, encumbrances, and claims of title which may affect the License Area. Licensee accepts the License Area (including, without limitation, Licensor-owned improvements, if any) in their present condition and without any representation or warranty by Licensor as to the condition of such License Area or improvements, and Licensor shall not be responsible for any defect or change of conditions in the License Area or such improvements, any damage occurring thereto or for the existence of any violation of any municipal, county, regional, State, bi-state or federal law, order, rule, regulation, or ordinance.

The License Area shall not be used for displaying signs and notices other than those connected with the use of the License Area contemplated by this License.

Licensee shall, at its expense and to the satisfaction of Licensor, keep and maintain the License Area in good order and repair and in a neat and safe condition. If Licensee fails to perform its obligations under this section, Licensor may take action so as to keep and maintain the License Area in good order and repair and in a neat and safe condition, and Licensee shall reimburse Licensor, in accordance with Section 4, for all costs associated with such action.

Licensor has the right to post notices of nonresponsibility upon the License Area, and to otherwise notify, actually or constructively, any entity or persons supplying services or materials to the License Area that Licensor is not responsible for the cost thereof. Licensee covenants and agrees to hold Licensor and the License Area harmless from any mechanic's or materialmen's liens claimed by any person, firm, or corporation employed by or on behalf of Licensee. In the event of the filing of any such lien, Licensee shall cause such lien to be released within five (5) days after Licensor's written notice to do so. Licensee shall indemnify and defend Licensor against all liability, cost, and expense (including attorney's fees) incurred by Licensor as a result of any such lien.

Licensee shall not disturb wildlife or nests within the License Area. Prior to the start of the License term defined in paragraph 2 above, Licensee will coordinate with Licensor to coordinate Licensor's performance of any legally required wildlife surveys of the License Area. In the event that any wildlife issues arise (including, but not limited to, bird nests in the License Area) during that survey, Licensee will work with Licensor to determine any precautionary measures that need to be taken in order to avoid disturbance to wildlife.

In the event Licensor determines that Licensee's use of the License Area is causing damage to the License Area, Licensee agrees to take corrective measures to eliminate further damage. If any damage is caused to the License Area, Licensee agrees to promptly repair or pay the full replacement value of such damaged property to Licensor, at Licensor's discretion.

6. Public Notice.

Licensee shall provide reasonable notice to the public of the Project intent, duration, and limitations of public access. Licensee shall identify alternate access to recreational areas, if applicable. Licensee shall provide the public with a method for communicating comments or questions and shall reasonably respond to public inquiry regarding the use of the License Area and the Project for three (3) years from the date of execution of this agreement.

7. Permits.

Licensee shall be responsible for obtaining all licenses, permits, and approvals required by any local, regional, State, bi-state, or federal organization with authority to regulate the activities of Licensee under this License. In addition, all activities performed under this License shall comply with the terms and provisions of all licenses, permits, and approvals required for performance of the License described in Section 1.

8. Indemnification and Insurance.

A. General.

Licensee agrees to release, hold harmless, indemnify, and defend (with counsel approved by Licensor) Licensor from and against all liability, cost, and expense (including, without limitation, attorney's fees, in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

- a) The use of the License Area or adjacent property by Licensee under this Agreement, its agents, employees, or any third party (other than an agent, employee, or invitee of Licensor), or
- b) Licensee's breach of any provision of this License, whether or not caused or contributed to by the negligence, active or passive or otherwise, of Licensor, its employees, agents, invitees, or any other person.

Licensee's duty to indemnify and hold harmless Licensor specifically includes the duties to defend set forth in Civil Code section 2778. The insurance obligations of Licensee are separate, independent obligations under this License Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the License Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

B. Licensee's Responsibility for License Area.

Licensee, at its expense, shall comply with all applicable laws, regulations, rules, and orders with respect to the use of the License Area, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Licensor.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the License Area due to Licensee's use thereof, Licensee, at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Licensor or any third person, to the satisfaction of Licensor (insofar as the property owned or controlled by Licensor is concerned) and any governmental body having jurisdiction thereover.

Licensee shall indemnify, hold harmless, and defend Licensor against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorney's fees) incurred by Licensor as a result of Licensee's breach of this section, or as a result of any such discharge, leakage, spillage, emission, or pollution, regardless of whether such liability, cost, or expense arises during or after the License term, unless such liability, cost, or expense is proximately caused solely by the active negligence of Licensor.

Licensee shall be responsible for repairing and restoring the License Area, including any and all disturbed portions, to a condition equal to or superior than the conditions existing at the commencement of this License. Licensee shall complete all repair and restoration within ten (10) days of termination of the License.

If Licensor is required to perform any action to repair or restore the License Area as a result of Licensee's use, Licensee shall pay all amounts due hereunder within ten (10) days after any such amounts become due.

C. Licensor.

The term "Licensor," as used in this section, includes Licensor (County of El Dorado), its officer(s), official(s), agent(s) or employee(s), and the successors and assigns of any of them.

D. Insurance.

1. Throughout the term of this License, Licensee or its contractor shall provide and maintain insurance that meets the following requirements:
 - a) Comprehensive general liability insurance, including but not limited to bodily injury and property damage insurance, in the amount of \$5,000,000 for liability assumed by Licensee under this Agreement.
 - b) Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee as required by law in the State of California.
 - c) Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

2. Such insurance shall be obtained from a company or companies authorized to transact business in the State of California. Licensee shall provide the Licensor with an endorsement or certificate with such policy or policies specifying that:
 - a) El Dorado County, and its officers, officials, agents, and employees, are included as additional insureds for any liability resulting from, growing out of, or in any way connected with, or incident to this License; and
 - b) El Dorado County is not responsible for premiums and assessments on the insurance policy.
 - c) Licensee's insurance coverage shall be primary insurance in respect to Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Licensee's insurance and shall not contribute with it.

Prior accessing the License Area, the Licensee shall furnish Licensor with a copy of said endorsement(s) or certificate(s).

Licensee hereby warrants that it will not cancel or reduce its insurance coverage without prior written notice to the Licensor, and that it will immediately notify the Licensor in writing of any cancellation of coverage initiated by the insurer.

Nothing in this License is intended to create in the public or any member thereof rights as a third-party beneficiary hereunder.

9. Termination or Expiration.

A. General.

Termination, revocation, or expiration of this License shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

B. Surrender of License Area.

Upon termination, revocation, or expiration of this License, Licensee shall immediately discontinue the use of the License Area and, within fifteen (15) days, remove all personal property of Licensee from the License Area. Licensee shall restore the License Area as nearly as possible to the conditions existing at the time of Licensee's initial entry onto the License Area pursuant to this Agreement. Property of Licensee not removed from the License Area within fifteen (15) days after the termination, revocation, or expiration of this License shall become the property of the Licensor. In the event Licensee fails to restore the License Area as required, Licensee agrees to reimburse Licensor for the costs and expenses Licensor incurs in restoring the License Area. If Licensee fails to surrender possession of the License Area upon termination, revocation, or expiration of this License, Licensor shall have the right, to the extent permitted by law, to re-enter the License Area and remove Licensee from the License Area.

10. Default.

Licensee shall be in default under this License if Licensee fails or refuses to perform any covenant or condition of this License.

If Licensee fails to cure a default within five (5) days after notice from Licensor to do so, Licensor shall have the right, without further notice and in addition to any other remedies Licensor may have at law or equity, to revoke this License forthwith and to retake possession of the License Area.

11. Nonwaiver.

Licensor's failure to enforce or exercise its rights under any term, condition, or covenant of this License shall not be construed as a waiver of such rights or such term, condition, or covenant.

12. Attorney's Fees.

If either party takes any steps or brings an action to compel performance of or to recover for breach of any term of this License, the losing party shall pay reasonable attorney's fees of the prevailing party, in addition to the amount of judgment and costs.

13. Notices.

Any notices, demands, or statements herein requested or required to be given by one party to the other shall be in writing. Delivery of such written notice, demand or statement shall be conclusively taken as sufficient if and when delivered in person or deposited in the United States mail, registered or certified, postage fully prepaid, addressed as follows:

To Licensor:	With a copy to:
County of El Dorado Chief Administrative Office Facilities Division 3000 Fairlane Court, Suite One Placerville, California 95667 Attn.: Charles Harrell Facilities Division Manager	County of El Dorado Chief Administrative Office 330 Fair Lane Placerville, California 95667 Attn.: Michele Weimer Procurement and Contracts Manager

or to such other location as County directs.

Notices to Licensee shall be addressed as follows:

South Lake Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, California 96150

Attn.: Paul Hughes, General Manager

or to such other location as Contractor directs.

Either party hereto may by written notice change the address to which such notices, demands, or statements may be sent. Licensor may change by written notice the address where notices to Licensor shall be sent.

14. Time is of the essence of this License.

Time is of the essence of this License.

15. Modification.

This License shall not be modified except by the written agreement of the parties.

16. Contract Administrator.

The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

17. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

18. Entire Agreement.

The contents of this License are the entire agreement between the parties regarding this License and supersede all written and oral communication between the parties prior to its execution, all understanding and negotiations regarding the same having been merged herein, it being their intention that this be an integrated agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

COUNTY OF EL DORADO

SOUTH TAHOE PUBLIC UTILITY
DISTRICT

By: _____

Paul Hughes
By: Paul Hughes (Jun 3, 2024 16:31 PDT)

Date: _____

Date: 06/03/2024

Purchasing Agent
Chief Administrative Officer
330 Fair Lane
Placerville, CA 95667
(530) 621-5830

Paul Hughes
General Manager
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150
(530) 543-6204

South Tahoe Public Utility District
Exhibit A
Discharge Line and License Area

