

LICENSE AGREEMENT
FOR STAGING AREA

This License Agreement for Staging Area (“**License Agreement**”) is made and entered into this 5th day of January, 2022 (the “**Effective Date**”) by El Dorado County, a political entity of the State of California, hereinafter called “**LICENSOR**,” and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**.”

R E C I T A L S:

A. LICENSOR owns that certain real property commonly known as Georgetown Airport, 6245 Aerodrome Way, Assessor’s Parcel Number 061-560-076-000, hereinafter called the “**Property**,” located in the City of Georgetown, County of El Dorado, State of California.

B. As part of PG&E’s Incident Command System, PG&E desires to partner with the LICENSOR to establish a Staging Area to support the command, control and coordination of emergency response on a portion of the Property after an incident that requires emergency response by PG&E as defined in Section 3 of this License Agreement (“**Incident**”).

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E for use as a Staging Area in the event of an Incident.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement that may be used as a Staging Area are certain number (32,315) square feet, as depicted on **EXHIBIT “A”** attached hereto and by this reference made a part hereof (the “**License Area**”).

2. Grant of License. LICENSOR grants to PG&E a temporary, personal, and exclusive use of the License Area in the event of an Incident subject to the terms and conditions set forth in this License Agreement. “Exclusive use” in this section refers only to the particular location(s) within the License Area as designated by LICENSOR for PG&E’s Activities in the event of an Incident. PG&E requires exclusive use of the particular location(s) designated for its use to maintain safety and security of its operations. PG&E acknowledges and understands that a particular License Area may or may not be available at the time of request.

3. Use. PG&E and its employees, contractors, agents and representatives (“**PG&E’s Representatives**”) may enter the License Area upon notice to LICENSOR for the sole purpose of establishing a Staging Area to support the command, control and coordination of emergency response, including the staging of vehicles, equipment, supplies and materials used in connection with electric and gas utility operations, and the temporary storage of used, treated wood poles. An Incident is defined as an event, natural or human-caused, that requires an emergency response to

protect life or property. Examples of Incidents include a significant earthquake, wildland fire, major heat event or winter storm, wind event of over forty (40) miles per hour, major gas leak or gas-related fire, cyber incident that slows system response times, or other events of this scale.

4. Costs.

(a) **License Fee.** PG&E shall be charged a monthly license fee of \$0.164 per square foot (“**License Fee**”).

(b) **Water and Sanitation.** PG&E shall reimburse LICENSOR for costs associated with PG&E’s usage of water and sanitation.

5. [Term or Revocability.] [This License Agreement shall be for a term of twenty five (25) days commencing on January 5, 2022 and expiring January 31, 2022, and may be extended for additional days with five (5) days’ written notice from PG&E. This license shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides five (5) days’ written notice of the revocation to the other party.

6. Conditions.

(a) **As is.** PG&E accepts the License Area “AS-IS,” “WHERE-IS” and “WITH ALL-FAULTS” subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the License Area, and accepts this License Agreement subject thereto and to all matters disclosed thereby. Before opening the Staging Area, LICENSOR or its designee and PG&E will do a walk-through inspection to document pre-existing conditions. Where appropriate, PG&E will also call “811” via Underground Service Alert to obtain information on what utilities exist beneath the ground, in order to prevent damage to underground utility lines within the License Area. PG&E may request LICENSOR perform alterations, modifications or repairs, but PG&E understands and agrees that LICENSOR shall not be obligated to make any alterations, modifications, repairs or improvements to the License Area at any time.

(b) **Restoration.** PG&E shall exercise reasonable care in the conduct of its Activities in the License Area. Upon closure of the Staging Area, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E’s Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to PG&E's entry hereunder. LICENSOR or its designee and PG&E will do a walk-through inspection of the premises to document the condition of the License Area both prior to initiating PG&E’s Activities and also at the time of closure.

(c) **Safe Condition.** PG&E, at PG&E’s sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during its actual use period.

(d) **Lawful Use Only.** PG&E shall not use the License Area or permit anything to be done in or about the License Area which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement now in force relating to or effecting the consideration, use or occupancy of the License Area. PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(e) **Mechanic’s Liens.** PG&E shall keep the Property free and clear of all mechanic’s liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic’s liens are placed on the Property in connection with PG&E’s

use or Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(f) **Contact Information.** LICENSOR will provide PG&E with contact information of staff contacts in calling order to commence an emergency use and staff contacts to be used during emergency use in **EXHIBIT "B."** This attachment shall be updated as needed to reflect current names and contact information.

7. **Indemnity.** PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives.

8. **Insurance.** PG&E shall have the right to self-insure with respect to the insurance requirements required under this Agreement. PG&E's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this License.

9. **Governing Law.** This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

10. **Entire Agreement.** This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

11. **Assignment.** This License Agreement is personal to PG&E, and PG&E shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

12. **Attorneys' Fees.** Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

13. **No Waiver.** Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

14. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

15. Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Christopher Perry, Assistant Director, Planning and Building Department, or successor.

Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to consummate this License Agreement and all related documents.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

“PG&E”

“LICENSOR”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

El Dorado County, a political entity of the
State of California

By: _____

By: Rori Parlin

Name: Emad Gholami

Name: Lori Parlin

Its: Supervisor, Land Acquisition

Its: Chair, Board of Supervisors

Date: _____

Date: 2-8-2022

EXHIBIT A

Please see attached document.

EXHIBIT B

A. LICENSOR contacts in calling order to commence an emergency use:

a. Jeremy Gutenberg, Airport Technician II

(916) 289-6248 – cell
(530) 622-0459 – office
jeremy.gutenberg@ edcgov.us

b. Sherrie Busby, Sr. Administrative Analyst

(530) 621-5984 – office
sherrie.busby@ edcgov.us

B. LICENSOR contacts to be using during emergency use:

a. Jeremy Gutenberg, Airport Technician II

(916) 289-6248 – cell
(530) 622-0459 – office
jeremy.gutenberg@ edcgov.us

b. Sherrie Busby, Sr. Administrative Analyst

(530) 621-5984 – office
sherrie.busby@ edcgov.us

C. LICENSOR and PG&E contacts for use during emergency use and post emergency for claims and reimbursements:

a. Sherrie Busby, Sr. Administrative Analyst

(530) 621-5984 – office
Sherrie.busby@ edcgov.us

b. Vic Villar, Principal Supply Chain Emergency Management Specialist, PG&E

(925) 328-5177 – office
(415) 271-5723 – cell
VHV1@pge.com – email

c. Chuck Williams, Principal Supply Chain Emergency Management Specialist, PG&E

(530) 613-6345 – cell
CRW4@pge.com – email

D. LICENSOR and PG&E will update this list as needed to reflect current names and contact information. The contact person for coordinating list updates are:

- a. Jessica Melton – Land Acquisition 925-655-7085 Jessica.Melton@pge.com
- b. **Vic Villar, Principal Supply Chain Emergency Management Specialist, PG&E**
(925) 328-5177 – office
(415) 271-5723 – cell
VHV1@pge.com – email
- c. **Chuck Williams, Principal Supply Chain Emergency Management Specialist, PG&E**
(530) 613-6345 – cell
CRW4@pge.com – email

Exhibit A

