

**LICENSE AGREEMENT**  
**FOR BASE CAMP AND STAGING AREA**

This License Agreement for Base Camp and Staging Area (“**License Agreement**”) is made and entered into this 7<sup>th</sup> day of May, 2015 (the “**Effective Date**”) by MOUNT DIABLO UNIFIED SCHOOL DISTRICT, 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 the Ygnacio Valley High School, 755 Oak Grove Road, Assessor’s Parcel Number 145-130-032-9, hereinafter called “**Ygnacio Valley High School**,” located in the City of Concord, County of Contra Costa, State of California.

B. LICENSOR owns that certain real property commonly known as the Northgate High School, 425 Castle Rock Road, Assessor’s Parcel Numbers 139-090-001-5, 139-090-002-3, 139-090-003-1, hereinafter called “**Northgate High School**,” located in the City of Walnut Creek, County of Contra Costa, State of California.

C. LICENSOR owns that certain real property commonly known as the Mount Diablo High School, 2450 Grant Street, Assessor’s Parcel Number 112-090-004-6, hereinafter called “**Mount Diablo High School**,” located in the City of Concord, County of Contra Costa, State of California.

D. LICENSOR owns that certain real property commonly known as the Concord High School, 4200 Concord Boulevard, Assessor’s Parcel Number 115-010-004-6, hereinafter called “**Concord High School**,” located in the City of Concord, County of Contra Costa, State of California.

E. LICENSOR owns that certain real property commonly known as the Diablo View Middle School, 300 Diablo View Lane, Assessor’s Parcel Number 118-520-013-4, hereinafter called “**Diablo View Middle School**,” located in the City of Clayton, County of Contra Costa, State of California.

F. LICENSOR owns that certain real property commonly known as the Foothill Middle School, 2775 Cedro Lane, Assessor’s Parcel Number 142-070-009-6, hereinafter called “**Foothill Middle School**,” located in the City of Walnut Creek, County of Contra Costa, State of California.

G. LICENSOR owns that certain real property commonly known as the Oak Grove Middle School, 2050 Minert Road, Assessor’s Parcel Number 145-050-008-5, hereinafter called “**Oak Grove Middle School**,” located in the City of Concord, County of Contra Costa, State of California.

H. LICENSOR owns that certain real property commonly known as the Pleasant Hill Middle School, 1 Santa Barbara Road, Assessor's Parcel Number 149-230-008-0, hereinafter called "**Pleasant Hill Middle School**," located in the City of Pleasant Hill, County of Contra Costa, State of California.

I. LICENSOR owns that certain real property commonly known as the El Dorado Middle School, 1750 West Street, Assessor's Parcel Number 115-220-002-6, hereinafter called "**El Dorado Middle School**," located in the City of Concord, County of Contra Costa, State of California.

J. LICENSOR owns that certain real property commonly known as the Riverview Middle School, 205 Pacifica Avenue, Assessor's Parcel Number 098-210-025-7, hereinafter called "**Riverview Middle School**," located in the City of Bay Point, County of Contra Costa, State of California.

K. LICENSOR owns that certain real property commonly known as the Pine Hollow Middle School, 5522 Pine Hollow Road, Assessor's Parcel Number 121-030-011-5, hereinafter called "**Pine Hollow Middle School**," located in the City of Concord, County of Contra Costa, State of California.

L. LICENSOR owns that certain real property commonly known as the Sequoia Middle School, 265 Boyd Road, Assessor's Parcel Number 150-201-015-8, hereinafter called "**Sequoia Middle School**," located in the City of Pleasant Hill, County of Contra Costa, State of California.

M. LICENSOR owns that certain real property commonly known as the Valley View Middle School, 181 Viking Drive, Assessor's Parcel Numbers 153-040-005-8, 153-040-017-3, hereinafter called "**Valley View Middle School**," located in the City of Pleasant Hill, County of Contra Costa, State of California.

N. Ygnacio Valley High School, Northgate High School, Mount Diablo High School, Concord High School, Diablo View Middle School, Foothill Middle School, Oak Grove Middle School, Pleasant Hill Middle School, El Dorado Middle School, Riverview Middle School, Pine Hollow Middle School, Sequoia Middle School, Valley View Middle School shall be collectively referred to as the "**Property**."

O. As part of PG&E's Incident Command System, PG&E desires to partner with the LICENSOR to establish a Base Camp and Staging Area to support the command, control and coordination of emergency response on one or more portions of the Property after an incident that requires emergency response by PG&E as defined in Section 3 of this License Agreement ("**Incident**").

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

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

1. License Areas. The real property that is the subject of this License Agreement to potentially be used as a Base Camp and Staging Area are (i) parking areas located on the portions of the Property consisting of the areas and acreages depicted and described on **EXHIBITS “A1,” “A2,” “A3,” “A4,” “A5,” “A6,” “A7,” “A8,” “A9,” “A10,” “A11,” “A12,” “A13,”** attached hereto and by this reference made a part hereof (each, a **“License Area”** and all of them, collectively, the **“License Areas”**), and, (ii) if and to the extent expressly permitted by LICENSOR in its sole discretion at the time of Incident, the buildings and restrooms adjacent to the License Areas.

2. Determination of the Agreed License Area; Grant of License.

(a) In the event of any Incident (as defined below), PG&E may request the temporary and exclusive use of one or more License Areas (or portions thereof). PG&E and LICENSOR will review and assess the License Areas to evaluate which of them (or portions thereof) will ensure that PG&E’s activities will meet the needs of the Incident with minimal disruption of LICENSOR’s normal activities. LICENSOR will consider PG&E’s requests in good faith, and determine in its sole discretion which, if any, of the License Areas (or portions thereof) it is willing to permit PG&E to use in connection with the Incident and in accordance with the terms and conditions set forth in this License Agreement (the **“Agreed License Area”**). The parties will use good faith efforts to determine the exact boundaries of the Agreed License Area as promptly as reasonably possible.

(b) LICENSOR grants to PG&E a temporary, personal, and exclusive use of the Agreed License Area in the event of Incident, subject to the terms and conditions set forth in this License Agreement. PG&E agrees to use only the Agreed License Area, and only in accordance with the terms and conditions set forth in this License Agreement.

3. Use. PG&E and its employees, contractors, agents and representatives (**“PG&E’s Representatives”**) may enter the Agreed License Area upon notice to LICENSOR for the sole purpose of establishing a Base Camp and Staging Area to support the command, control and coordination of emergency response to the Incident, including the staging of vehicles, equipment, supplies and materials used in connection with electric and gas utility operations and the temporary residency of PG&E Representatives (**“PG&E’s Activities”**). 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 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, with approximately 100,000 or more customers out of service. PG&E shall close any Base Camp and Staging Area promptly following resolution of any Incident, as provided in this License Agreement.

4. Facilities and Personnel. PG&E shall be solely responsible for providing and paying for all temporary facilities, including without limitation office trailers, portable toilets, fencing and other separation barriers, utility hookups, and signage, in connection with its use of the Approved Access Area. PG&E shall be solely responsible for providing and paying for all necessary personnel, including security personnel, crossing guards, and (if access to any Agreed License Area is unable to be provided on an exclusive basis) traffic control personnel. LICENSOR may, in its sole discretion at PG&E’s request, provide any of the foregoing facilities or personnel, at PG&E’s sole cost and expense. Except as otherwise provided in this License Agreement, PG&E



will be solely responsible for all utilities, including but not limited to, water, natural gas, electricity and sanitation.

5. Costs.

(a) **License Fee.** Except as otherwise expressly provided herein, PG&E shall not be charged a license fee in connection with its potential use of any License Area, or actual use of the Agreed License Area, provided that PG&E will reimburse LICENSOR for the staff time reasonably incurred by the LICENSOR in connection with the administration of this License and other costs (if any) described in this License Agreement.

(b) **Utilities.** If LICENSOR, in its sole discretion, permits PG&E to hookup or use any LICENSOR utility, including but not limited to, water, natural gas, electricity and sanitation, PG&E shall reimburse LICENSOR for any utility costs associated with PG&E's usage.

6. Revocability. This license shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides ninety (90) days' written notice of the revocation to the other party.

7. Conditions.

(a) **As is.** PG&E accepts the License Areas and the Agreed 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 Agreed License Area, and accepts this License Agreement subject thereto and to all matters disclosed thereby. Before opening the Base Camp and Staging Area, LICENSOR or its designee and PG&E will do a walk-through inspection of the Agreed License Area to document pre-existing conditions; provided that PG&E may request LICENSOR to use good faith efforts to perform alterations, modifications or repairs at PG&E's sole cost and expense and in compliance with all laws (including public contracting laws as applicable), but PG&E understands and agrees that LICENSOR shall not be obligated to make any alterations, modifications, repairs or improvements to the License Area or any Agreed License Area at any time.

(b) **Improvements.** Except with LICENSOR's prior written consent, which may be withheld for any reason whatsoever in LICENSOR's sole discretion, PG&E shall not construct any permanent improvement within any Base Camp and Staging Area. PG&E may, with LICENSOR's prior written consent in LICENSOR's reasonable discretion, construct temporary or easily removable improvements (including, but not limited to, utility hookups) within a Base Camp and Staging Area. Licensor shall construct all improvements within any Base Camp and Staging Area in full compliance with Education Code Section 45125.2 and all other applicable laws.

(c) **Restoration.** PG&E shall exercise reasonable care in the conduct of its activities in any Approved License Area. Upon closure of any Base Camp and Staging Area, PG&E shall remove all temporary and removable improvements (including, but not limited to, utility hookups), 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 both the Agreed License Area and all nearby Property damaged by PG&E or its contractors 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 condition of the Agreed License Area and any nearby Property at the time of closure.

(d) **Safe Condition.** PG&E, at PG&E's sole cost and expense, shall maintain the Agreed License Area in a good, clean, safe and sanitary condition during its actual use period. PG&E acknowledges and understands that the Agreed License Area is part of the LICENSOR's public schools, open to the public and it is imperative that the facility be in a good, clean, safe and sanitary condition, and in full compliance with Education Code Section 45125.2 and all other applicable laws.

(e) **Lawful Use Only.** PG&E shall not use any Agreed License Area or permit anything to be done in or about any Agreed 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 any Agreed License Area. PG&E shall not allow the Agreed 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 any Agreed License Area.

(f) **Mechanic's Liens.** Although the Property is publicly owned and therefore is not subject to mechanics liens, and the license provided to PG&E hereunder is not an interest in real property that should be reachable through a mechanics lien, PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, and shall defend, indemnify and hold harmless the LICENSOR from and against all stop payment notices, 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, or any stop notices are issued to the LICENSOR, PG&E shall diligently pursue all necessary actions to remove such liens from title or release any such stop notice, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute or providing a stop payment release bond in the manner specified in California Civil Code Section 9364 or any successor statute.

8. **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, (iii) any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or PG&E's Representatives at PG&E's request or for PG&E's benefit, and (iv) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives.

9. **PG&E Insurance.**

(a) Before entering onto the Approved License Area, PG&E shall provide LICENSOR with evidence that it maintains, at its sole cost and expense, at least the following self-insurance:

(1) General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of PG&E and PG&E's Representatives' activities in connection with the Base Camp and Staging Area. The limits of such insurance shall not be coverage of less than \$5,000,000 each occurrence and \$5,000,000 general aggregate limit.

(2) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles, with limits not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate limit.

(3) Workers' Compensation Insurance as required by law.

(b) PG&E's general liability and automobile insurance shall name LICENSOR, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and as additional insureds, but only with respect to liability arising out of the activities of the named insured. All PG&E insurance required in this License Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by LICENSOR, and shall waive any right of recovery (waiver of subrogation) against LICENSOR.

10. No Recording. Neither party may record a copy of this License Agreement, or memorandum thereof.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

MOUNT DIABLO UNIFIED SCHOOL  
DISTRICT

By: *Kendrick Li*

By: *Jeffery McDaniel*

Name: KENDRICK LI

Name: Jeffery McDaniel

Its: SUPERVISOR, LAND DEPT.

Its: Executive Director, Operations

Date: 5 / 19 / 2015

Date: 5-7-15

Approved as to Form:

*Deborah A. Cooksey*  
Deborah Cooksey  
Associate General Counsel





## EXHIBIT A1

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Ygnacio High School**  
755 Oak Grove Rd.  
Concord, CA 94519

 Proposed  
License Area



March 26, 2015






## EXHIBIT A2

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

Northgate High School  
425 Castle Rock Rd.  
Walnut Creek, CA 94598

 Proposed  
License Area

March 26, 2015







## EXHIBIT A3

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Mt. Diablo High School**  
2450 Grant St.  
Concord, CA 94520

 Proposed  
License Area



March 26, 2015






## EXHIBIT A4

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

Concord High School  
4200 Concord Blvd.  
Concord, CA 94521

 Proposed  
License Area

March 26, 2015








## EXHIBIT A5

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Diablo View Middle School**  
300 Diablo View Ln.  
Clayton, CA 94517

 Proposed  
License Area



March 26, 2015






## EXHIBIT A6

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Foothill Middle School**  
2775 Cedro Ln.  
Walnut Creek, CA 94598

 Proposed  
License Area



March 26, 2015






## EXHIBIT A7

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Oak Grove Middle School**  
2050 Minert Rd.  
Concord, CA 94518

 Proposed  
License Area



March 26, 2015





## EXHIBIT A8

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Pleasant Hill  
Middle School**  
1 Santa Barbara Rd.  
Pleasant Hill, CA 94523

 Proposed  
License Area

March 26, 2015







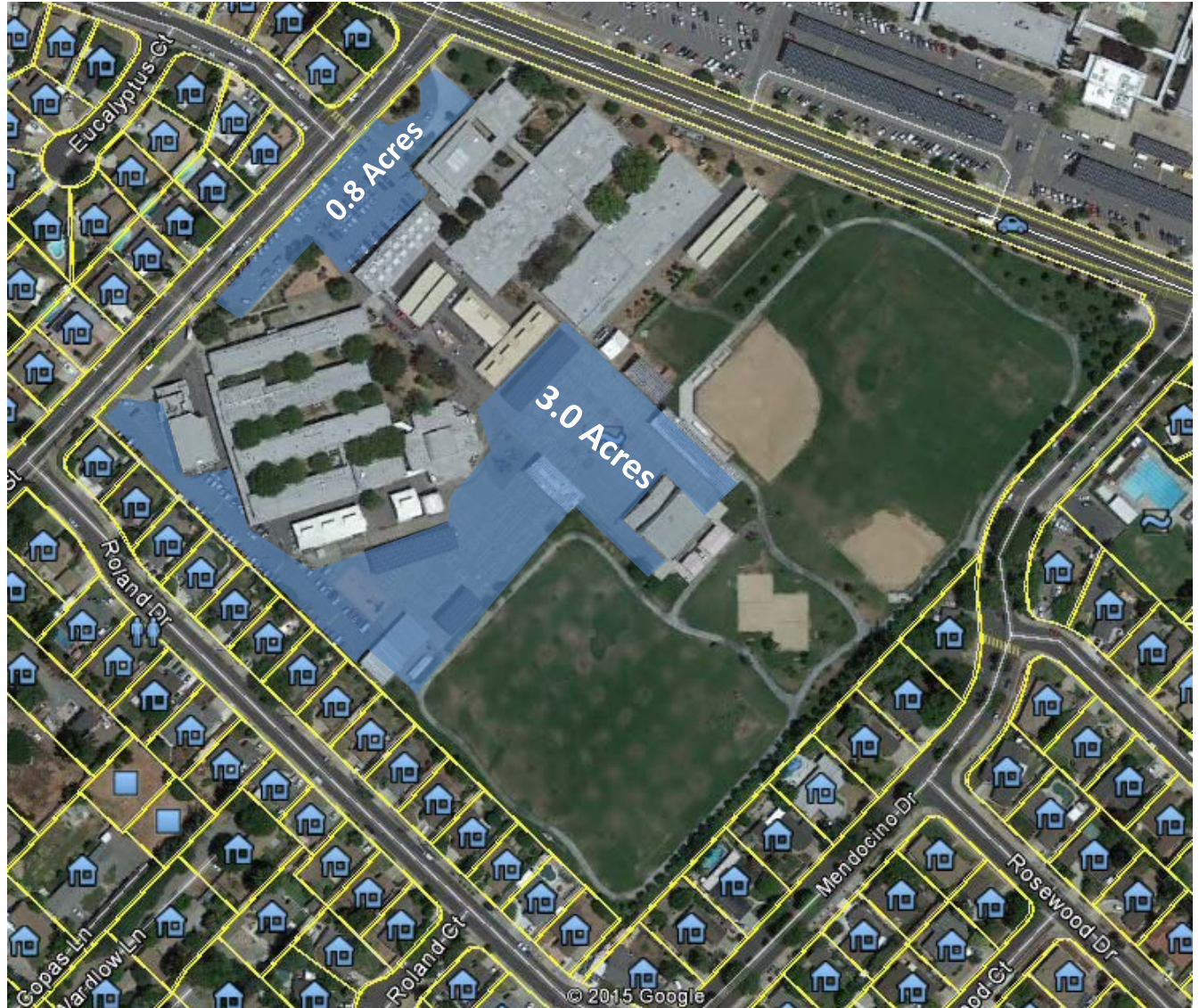
## EXHIBIT A9

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

El Dorado Middle School  
1750 West St.  
Concord, CA 94521

 Proposed  
License Area

March 26, 2015







## EXHIBIT A10

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Riverview Middle School**  
205 Pacifica Ave.  
Bay Point, CA

 Proposed  
License Area

March 26, 2015








## EXHIBIT A11

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Pine Hollow Middle School**  
5522 Pine Hollow Rd.  
Concord, CA 94521

 Proposed  
License Area

March 26, 2015








## EXHIBIT A12

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Sequoia Middle School**  
265 Boyd Rd.  
Pleasant Hill, CA 94523

 Proposed  
License Area

March 26, 2015








## EXHIBIT A13

### License Agreement for Base Camp and Staging Area Between Pacific Gas and Electric Company and Mt. Diablo Unified School District

**Valley View Middle School**  
181 Viking Drive  
Pleasant Hill, CA 94523

 Proposed  
License Area

March 26, 2015

