

Temporary Permit to Enter and Use Property

This Temporary Permit to Enter and Use Property ("Permit") is entered into on the 25 of June, 2013 by and between the Contra Costa County Fire Protection District ("Owner") and Pacific Gas and Electric Company ("PG&E"). The Owner owns the property located at Reliez Valley Road, Martinez, California, Assessor Parcel Number: 365-150-018, in the unincorporated area of Contra Costa County, California ("the Property").

Owner and PG&E agree as follows:

1. **Right of Entry and Use** – Owner hereby grants permission to PG&E, its agents, employees, and contractors, and permitted assigns, a temporary right of entry on that portion of the Property described and depicted in **Attachment "A"** attached hereto and by this reference made a part hereof ("Permit Area"), together with a right of ingress and egress, for the purpose of storing construction materials, equipment and parking vehicles in conjunction with T-023-12 Hydrostatic Pressure Testing of PG&E's underground gas transmission facilities. PG&E's use of the Permit Area will be irrevocable during the term of this Permit, except in the case of a breach of the terms of this Permit.
2. **Work Plan** – PG&E agrees and covenants that all of its activities under this Permit shall be performed solely within the Permit Area and in accordance with the Work Plan set forth in **Attachment "B,"** consisting of one page, attached hereto and by this reference made a part hereof (the "Work Plan"). No Hydrostatic Pressure Testing will be conducted on the Property.
3. **Term** – The term of this Permit shall be for a period of two (2) months commencing on July 8, 2013 and shall terminate on September 7, 2013 ("Initial Term"). PG&E may request that the Initial Term be extended for up to two (2) months by giving the Owner written notice of its request to do so not less than ten (10) days prior to the expiration of the Initial Term. Within ten (10) days, Owner will give PG&E written notice of its approval or disapproval of the extension.
4. **Surrender** – Upon the expiration or termination of this Permit, PG&E shall remove all vehicles, personal property, debris and waste material resulting from PG&E's activities and return the Permit Area in substantially the same condition that existed at the commencement of the term. Owner will execute an Acknowledgment of Completion of Mitigation and Repair of Property in the form of **Attachment "C"** when it is satisfied with the Property's condition.
5. **Fee** – PG&E shall pay Owner One Thousand Dollars (\$1,000.00) as compensation for the temporary use of the Permit Area. Owner shall provide PG&E a completed IRS W-9 Form for processing payment of the compensation.
6. **Holdover** – In the event that the Permit Area is occupied beyond the expiration or termination of the Initial Term or any extension of the term, PG&E shall be deemed to be in hold-over and shall pay, a hold-over fee in monthly intervals at the monthly rate of Five Hundred Dollars (\$500.00) per month or any portion thereof, and the Permit Area shall be returned in accordance with this Permit.
7. **Use; Damages** – PG&E will use best management practices to avoid dust, noise, or an invasion of privacy to neighbors of the Property. PG&E shall repair and mitigate any damage to the Permit Area or Property that is caused by PG&E, its employees, contractors, agents, and representatives.
8. **Default** – PG&E shall be in default if PG&E fails to perform any obligation hereunder as and when due. If Owner determines that there has been a default in the performance of any term, covenant or condition of this Permit, Owner shall provide PG&E ten (10) days to remedy such default. Any such notice of default shall specify the nature of the default. In the event the default has not been

cured, Owner has all rights and remedies allowed by law, and has the right to terminate this Permit. Upon any such termination, PG&E shall immediately surrender possession of the Permit Area.

9. **Insurance** – PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E's use of the Permit Area under this Permit.
10. **Compliance** – In exercising the rights granted under this Permit, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use of the Property.
11. **Entire Agreement** – This Permit 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 Permit may not be amended except by a written agreement executed by both parties.
12. **Counterparts** – This Permit may be signed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement
13. **No Assignment** – PG&E may not assign any interest in this Permit without the prior written consent of Owner.
14. **Indemnity** – PG&E shall defend and indemnify Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, including loss or damage connected with or resulting from the injury to or death of any person, or damage to or loss or destruction of any property.

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

"PG&E"

"OWNER"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

ATTACHMENTS "A" and "B" attached

ATTACHMENT "A"
Map or Photo Aerial Exhibit



ATTACHMENT "B"

Work Plan

1. **Scope of Work:** The Property will be used for a construction staging yard for the purpose of storing construction materials, equipment and parking vehicles that are required in conjunction with T 023-12 Hydrostatic Pressure Test.
2. **Mitigation of Impacts:** Promptly, upon completion of the Hydrotest Activities, PG&E's contractor will mitigate any affected areas as near as practical to its pre-existing condition. PG&E's contractor will remove all debris, vehicles, equipment and personal property from the Property. If access is through a locked gate, PG&E's padlock shall be removed upon completion of the excavation and mitigation activities.
3. **Schedule:** Work is to commence on or around July 8, 2013 and it is anticipated to last for approximately two (2) months. In general, PG&E's contractor's working hours will be from 7:00 a.m. to 7:00 pm. Work may occur seven (7) days per week. After hours work may be required from time to time and coordination will occur if required.

ATTACHMENT “C”

Temporary Permit to Enter and Use Property

Segment No.: T-023-12
Property Owner: Contra Costa County Fire Protection District
Site Location: Reliez Valley Road, Martinez, CA
Assessor Parcel Number: 365-150-018,
in the unincorporated area of Contra Costa County
LD Number: L-191-1
Order Number: 41600041

**Acknowledgement of Completion of
Mitigation and Repair of Property**

This Acknowledgment serves to memorialize that Pacific Gas and Electric Company has completed the mitigation and repair of the property located at Reliez Valley Road, Martinez, CA; also identified as Assessor Parcel Number 365-150-018, in the unincorporated area of Contra Costa County as set forth in the above-referenced Agreement to the Owner’s satisfaction.

By: _____

Date: _____