

LICENSE AGREEMENT

This license agreement ("Agreement") is dated June 1, 2022, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the "County"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Licensee").

RECITALS

- A. The County is the owner of the real property identified as Assessor's Parcel Number 358-040-015, located on the northerly side of State Highway 4, across from Barry Hill Road, in the unincorporated area of Rodeo, California (the "Property").
- B. Licensee desires to obtain the County's permission to use two portions of the Property for the limited purposes described in this Agreement. The County is willing to grant Licensee a license to use those portions of the Property described in Exhibits A and A-1 and shown on Exhibits B and B-1 (such route or location, collectively referred to as the "Licensed Premises") upon the terms and conditions set forth in this Agreement.
- C. Licensee acknowledges that the Licensed Premises is within an area that will be transferred to the State of California ("State") and operated as part of the state highway system. After the Property is transferred to the State, the Agreement will expire and Licensee will need to obtain permission from the State to continue occupying and using the Licensed Premises.

The parties, therefore, agree as follows:

AGREEMENT

1. **Grant of License.** Subject to the terms and conditions of this Agreement, the County hereby grants to Licensee, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Section 2 below and for no other purpose without County's prior written consent.
2. **Use of Premises.**
 - a. Licensee may use the Licensed Premises for the purpose of constructing, reconstructing, maintaining, and using a gravel road for ingress and egress within the Licensed Premises, along with suspending, replacing, removing, maintaining, inspecting, and using crossarms, wires, and cables as Grantee shall from time to time deem to be reasonably required for the transmission and distribution of electric energy, and for telecommunication purposes.
 - b. Licensee may, from time to time as Licensee deems necessary to avoid interference with its facilities, or as required by law or local fire district or fire code, trim trees and brush within Licensed Premises.
 - c. Licensee may use gates in all fences which now cross or that are constructed over and through the Licensed Premises.

- d. Notwithstanding the foregoing, Licensee may not fence the Licensed Premises.
3. **Term.** The term of this Agreement commences on June 1, 2022. The term of this Agreement expires on the earlier of (a) the date title to the Property is accepted by the State, or (b) May 31, 2027. The County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days advance written notice to the other party. In addition, the County may terminate this Agreement on 10 days advance written notice to Licensee if Licensee is in material breach of any term or condition of this Agreement.
4. **License Fee.** On or before June 1, 2022, Licensee shall pay the County a non-refundable fee of Ten Thousand and NO/100 Dollars (\$10,000) for the use of the Licensed Premises. Additionally, PG&E agrees to reimburse the County for staff time and process any future amendments to this Agreement, and for staff time to respond to inquiries connected with this Agreement. Payment is to be addressed to Contra Costa County, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553. If this Agreement is terminated prior to its expiration, Licensee shall not be entitled to a refund of any portion of Licensee's payment under this Section.
5. **Improvements to the Premises.**
- a. Licensee may not construct any improvements on the Licensed Premises without prior written consent from the County. For the purposes of this Agreement, any improvements Licensee is expressly permitted to install on the Licensed Premises under Section 2 is not considered to be an improvement to the Property or the Licensed Premises for purposes of this Section.
 - b. Any improvements to the Licensed Premises by Licensee (with or without the consent of the County), including but not limited to the improvements referenced in Section 2, must be removed by Licensee, at its sole cost, except those improvements that the County and Licensee agree are not required to be removed, upon the expiration or termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
 - c. If Licensee fails to remove any improvements or equipment it is required to remove, the County may remove them at Licensee's expense, and Licensee shall immediately reimburse the County upon Licensee's receipt of an invoice from the County. Licensee's obligation to reimburse the County for those removal costs shall survive the expiration or termination of this Agreement.
6. **Maintenance.** Licensee is responsible for repairing any damage to the Licensed Premises, including but not limited to private roads, lanes, fences and gates, that results from Licensee's use of the Licensed Premises under this Agreement.

7. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County of this use.
8. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The County reserves the right to issue licenses, easements, and permits to others that could affect the Property or the Licensed Premises.
9. **Existing Facilities.** It is understood and agreed that the County has leases, licenses, and/or easements with others for all or a portion of the Property. The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.
10. **Surface Rights Only; Damage.** The rights granted under this Agreement are surface rights and aerial rights only and no subsurface excavation is allowed. It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Licensed Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to the County and the affected users.
11. **Pollution.** Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to the use of the Property, 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 shall furnish satisfactory evidence of such compliance upon request by the County.
 - a. Licensee may not permit hazardous materials to be handled at any time on the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and occupancy of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the County or any third person, to the satisfaction of the County (insofar as the property owned or controlled by the County is concerned) and any governmental body having jurisdiction.
 - b. To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the County and the holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution, regardless of whether the liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused solely by the active negligence of the County.

- c. Licensee shall pay all amounts due to the County under this section within ten (10) days after any demand therefor. Licensee's obligations under this Section shall survive the termination or expiration of this Agreement.

12. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the County, its officers, employees, contractors, agents, and representatives ("**County Parties**") from and against all liabilities, judgments, costs, fees, penalties, damages, and expenses ("**Liabilities**") that arise from, are connected to, or are attributable to the negligence, willful misconduct, or strict liability of Licensee, its officers, employees, contractors, agents, or representatives, including but not limited to claims in inverse condemnation, in connection with Licensee's occupancy or use of the Licensed Premises under this Agreement. Notwithstanding the foregoing, Licensee shall have no obligation to defend, indemnify, save, and keep harmless the County Parties from the proportion of any Liabilities that arise from the negligence or willful misconduct of the County Parties. This Section shall survive and remain enforceable following the termination or expiration of this Agreement.
13. **Insurance.** Licensee agrees, at no cost to the County, to obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or loses due to bodily injury, including death, or damage to property, including loss of use, and to **name Contra Costa County, its officers, agents, and employees as additional insured thereunder.** The coverage must provide for a thirty-day written notice to the County of cancellation or lapse. Licensee shall provide evidence of the coverage to the County prior to execution of this Agreement. All required endorsement(s) shall either be attached to the Certificate or certified as issued on the Certificate.

Licensee further agrees, at no costs to the County, to obtain and maintain during the term of this Agreement Automobile Liability Insurance with respect to any vehicles owned, non-owned, leased or hired by or on behalf of the Licensee with a combined single limit of not less than \$1,000,000 for bodily injury or death to any person and damages to the property, including the loss of use thereof arising out of each accident or occurrence and as above to name the **County, its officers, agents, and employees as additional insured thereunder.**

Licensee further agrees, at no cost to the County, to obtain and maintain during the term of this Agreement Worker's Compensation and Employer's Liability Insurance coverage of not less than \$1,000,000 per occurrence for all of its employees engaged in services arising out of the operations conducted by Licensee in the County's Property; and provide a waiver of subrogation in favor of Contra Costa County, its officers, agents, and employees. Licensee shall require any subcontractor to provide it with evidence of Worker's Compensation and Employer's Liability Insurance, all in strict compliance pursuant to California State Law.)

14. **No Assignment.** Licensee may not assign its rights under this Agreement.
15. **County's Title.** Licensee hereby acknowledges County's fee title in and to the Property and agrees never to assail or to resist the County's title. Licensee agrees that it has not, and never will, acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond

that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with the County.

16. **Notices.** Notices under this Agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

LICENSEE: Pacific Gas & Electric Company
Attn: Francisco Garcia 1850 Gateway Blvd., 7th Floor
Concord, CA 94520
(925) 459-8082 (Office)
F1GL@pge.com

COUNTY: Contra Costa County
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553
(925) 957-2467

17. **Governing Law.** This Agreement is governed by the laws of the State of California.
18. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.
19. **Counterparts.** This Agreement may be executed in counterparts that, together, constitute one and the same instrument.

REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON NEXT PAGE.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

LICENSEE

By _____
Brian M. Balbas
Public Works Director

By  _____
Name Jenice Montes
Title Supervisor, Land Rights-North

By _____
Name
Title

RECOMMENDED FOR APPROVAL:

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Angela Bell
Supervising Real Property Agent

AB:
G:\realprop\License Agreements\PG&E Oleum North Tower Christie\CCC-PGE License Agreement - 4-18-22 dean.doc
Rev. & Approved by County Counsel 3/2021

LD 2402-03-10031
2021055 (01-20-004) 04 21 1
Oleum North Tower Christie 115kV Reconductoring
Contra Costa County Access Easement

EXHIBIT "A"

The strip of land situate in the unincorporated area of the County of Contra Costa, State of California, described as follows:

A portion of the parcel of land described in the deed from Loma J. Hallissy, as trustee to Contra Costa County dated February 22, 2001 and recorded March 23, 2001 as Document No. 2001-0069179, Contra Costa County Records, and more particularly described as follows:

(APN 358-040-015-2)

STRIP 1

A strip of land of the uniform width of 20 feet lying 10 feet on each side of the line described as follows:

Commencing at the found 2 1/2 inch California Department of Highways disk marked "C 262" set midspan, on the westerly side of the bridge abutment of the Cummings Skyway overpass intersecting Highway 4 described in the National Geodetic Survey Data Sheet with PID AE7870, and running thence

a) south 68°23'40" west 3279.12 feet
to a point within the boundary lines of the parcel of land described in said deed dated February 22, 2001, also being the TRUE POINT OF BEGINNING; thence

1) north 19°03'58" west 166.30 feet, more or less
to a point in the northwesterly boundary line of the parcel of land described in said deed dated February 22, 2001.

Containing an area of 3,326 square feet, more or less (0.076 acre).

LD 2402-03-10031

2021055 (01-20-004) 04 21 1

Oleum North Tower Christie 115kV Reconductoring
Contra Costa County Access Easement

The bearings used in the description were calculated by holding recorded NAD 83 (NSRS2011) epoch 2010.00 coordinates and are based upon the course between the found U.S. Coast & Geodetic Survey bronze disk "CROCKET 1932" set in concrete on the top of a hill approximately 0.51 miles southeast of the intersection of Cummings Skyway and Interstate 80 and 0.83 miles northwest of the intersection of Cummings Skyway and Crockett Boulevard described in the National Geodetic Survey Data Sheet with PID JT2182 and the found 2 1/2 inch California Department of Highways disk marked "C 262" set midspan, on the westerly side of the bridge abutment of the Cummings Skyway overpass intersecting Highway 4 described in the National Geodetic Survey Data Sheet with PID AE7870, taken as south 47°27'43" east and having a distance of 14953.47 feet. To obtain ground distances, multiply described distances by 1.0000828561.

APPROVED AS TO DESCRIPTION

 4/27/2021
Anthony A. Beliew Date
L.S. No. 9234



RANCHO CANADA DEL HAMBRE Y LAS BOLSAS
(T2N, R3W, SEC. 7 & 8, MDB&M)

FD. NGS
PID JT2182

EX. 130' EASEMENT
VOL. 401 PG. 214, C.C.C.R.
LD 2402-03-0081 (100')
VOL. 817 PG. 54, C.C.C.R.
LD 2402-03-0093 (30')

BASIS OF
BEARINGS
S47°27'43"E
14953.47'

P.O.C.
FD. NGS
PID AE7870

SEE DETAIL "A"

S568°23'40"W
3279.12'

62' WIDE PROP.
EASEMENT

CONTRA COSTA COUNTY
APN: 358-040-015-2
DOC: 2001-0069179, C.C.C.R.

HIGHWAY 4

N19°03'58"W
166.30'±

P.O.B.
STRIP 1
3,326± SF

DETAIL "A" 1" = 100'

0 400 800



1 INCH = 400 FEET



4/27/2021

LEGEND

- NEW ACCESS EASEMENT CENTERLINE
- NEW ACCESS EASEMENT BOUNDARY
- - - APPROXIMATE EXISTING ACCESS ROAD
- ⊗ EXISTING TOWER
- ⊗ PROPOSED TOWER

AUTHORIZATION 74021261	
BY	E1AJ
DR	CLGW
CH	AABM
O.K.	AABM
DATE	04/23/2021

EXHIBIT "B"
OLEUM N. TOWER CHRISTIE 115KV RECONDUCTORING
CONTRA COSTA COUNTY - APN 358-040-015-2
LD 2402-03-10031 ACCESS EASEMENT
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	01-20-004
AREA	2
COUNTY	CONTRA COSTA
SCALE	1" = 400'
SHEET NO.	1 OF 1
DRAWING NUMBER	L-10402
CHANGE	0

LD 2402-03-10023
2020120 (01-20-004) 10 20 2
Oleum N. Tower Christie 115kV Reconductoring

EXHIBIT "A-1"

The strip of land situated in the Rancho Canada Del Hambre y Las Bolsas in the unincorporated area of the County of Contra Costa, State of California, described as follows:

A portion of the lands conveyed in the deed from Loma J. Hallissy, Trustee of the Loma Hallissy Revocable Trust, dated June 13, 1990 to Contra Costa County, a political subdivision of the State of California by deed dated February 22, 2001 and recorded March 23, 2001 as Document Number 2001-0069179 in the Official Records of said county and more particularly described as follows:

(APN 358-040-015-2)

STRIP 1

A strip of land 62 feet wide lying contiguous to and westerly of the westerly line of the existing 100 foot wide easement described in the deed from Getta Stewart, et al. to Pacific Gas and Electric Company, a California corporation recorded January 31, 1922, in Volume 407 at page 169, in the Official Records of said county extending from the southerly boundary line of said lands northerly approximately 406 feet to the northerly boundary line of said lands.

The sidelines of said strip shall be lengthened or shortened to the northerly and southerly boundary lines of said Contra Costa County parcel described in said Document Number 2001-0069179.

Containing an area of 25,251 square feet, more or less.

As shown upon EXHIBIT "B-1" attached hereto and made a part hereof.

Prepared by:
Pacific Gas and Electric Company


Ralph J. Waller
LS. No. 9384



RANCHO CANADA DEL HAMBRE Y LAS BOLSAS
(T2N, R3W, SEC. 16, MDB&M)

0 200 400



1 INCH = 200 FEET



EAST BAY REGIONAL
PARK DISTRICT
APN: 358-050-009-2

EAST BAY REGIONAL
PARK DISTRICT
APN: 358-040-016-0

EXISTING 100' EASEMENT
VOL. 407 PG. 169, C.C.C.R.
LD 2402-03-0023

EXISTING 30' EASEMENT
VOL 700 PG. 461, C.C.C.R.
LD 2402-03-0024

**CONTRA COSTA
COUNTY**
APN: 358-040-015-2
DOC: 2001-0069179, C.C.C.R.

STRIP 1
62' EASEMENT
25,251± SF

406±

EXISTING TOWER

HIGHWAY 4

LEGEND:

- GRANTOR'S PROPERTY LINE
- EXISTING EASEMENT LINE
- EASEMENT AREA



OAK HILL PARK COMPANY
APN: 362-060-019-1

EXISTING 100' EASEMENT
VOL. 407 PG. 258, C.C.C.R.
LD 2402-03-0108

EXISTING 30' EASEMENT
VOL 679 PG. 336, C.C.C.R.
LD 2402-03-0111
VOL 817 PG. 179, C.C.C.R.
LD 2402-03-0112

AUTHORIZATION
74039386

EXHIBIT "B-1"



BY
DR CLGW
CH R4W0
O.K. R4W0
DATE 04/23/2021

OLEUM N. TOWER CHRISTIE RECONDUCTORING
CONTRA COSTA COUNTY - APN: 358-050-015-2
LD 2402-03-10023 OVERHANG EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

JCN	01-20-004	
AREA	2	
COUNTY	CONTRA COSTA	
SCALE	1" = 200'	
SHEET NO.	1	OF 1
DRAWING NUMBER	L-10344	CHANGE
		1

BOARD DATE: June 7, 2022

DISTRICT: I

Reviewed by County Counsel 5/11/22

CATEGORY: Consent

SUB-CATEGORY: Road & Transportation



SUBJECT: Approve License Agreement with Pacific Gas and Electric for the Oleum North Tower Christie 115kV Electric Transmission Reconductoring Project, Rodeo area.

AGENDA LANGUAGE: APPROVE and AUTHORIZE the Public Works Director, or his designee, to execute a license agreement with Pacific Gas and Electric Co., requiring PG&E to pay the County \$10,000, for land use and administrative costs, for use approximately 28,777 square feet of County-owned property along State Route 4, identified as Assessor's Parcel No. 358-040-015, for a period of up to five years commencing June 1, 2022, in connection with PG&E's Electric Oleum North Tower Christie 115kV Electric Transmission Reconditioning Project, Rodeo area. (100% Local Road Funds)

RECOMMENDED ACTION: APPROVE and AUTHORIZE the Public Works Director, or his designee, to execute a license agreement with Pacific Gas and Electric Co., requiring PG&E to pay the County \$10,000 for land use and administrative costs, for use of two portions (28,577 SF) of County-owned property along State Route 4, identified as Assessor's Parcel No. 358-040-015, for a period of up to five years commencing June 1, 2022, in connection with PG&E's Electric Oleum North Tower Christie 115kV Electric Transmission Reconditioning Project, Rodeo area. (Project No.: 4500-6X5841)

DETERMINE that this conveyance is in the public interest and that the license will not substantially conflict or interfere with the use of the property by the County.

FISCAL IMPACT: 100% Local Road Funds will receive a one-time fee of \$10,000.

REASONS FOR RECOMMENDATIONS AND BACKGROUND:

Pacific Gas and Electric (PG&E) wishes to enter into a license agreement (Agreement) with Contra Costa County (County) in connection with their Oleum North Tower Christie 115kV Electric Transmission Reconductoring Project (Project). PG&E's Project consists of replacing transmission structures and installing new electrical conductor wires in Contra Costa County.

The Agreement would include areas over and across portions of Assessor's Parcel Number 358-040-015 (Property), which was acquired by the County as part of the SR4 West Gap Project. Site A (3,326 SF) would allow PG&E ingress and egress along a gravel path for access to Site B. Site B (25,251 SF) will provide PG&E with electric overhead access (sway) adjacent to an existing 40,000 SF easement previously granted by the County. The Agreement expires in its fifth year or when title of the Property has recorded in the State's name, whichever occurs first. PG&E will be required to pay the County \$5,000 plus administrative costs related to the Agreement.

PG&E has acknowledged, in the Agreement, that the licensed area will be transferred to the State in the future and operated as part of the state highway system. After the Property is transferred to the State, the Agreement will expire, and PG&E will need to obtain permission from the State to continue to occupy the licensed area.

CONSEQUENCES OF NEGATIVE ACTION:

Without approval by the Board of Supervisors, PG&E will not have the rights required for their project.

Contact: Angela Bell (925) 957-2451

Attachment: License Agreement

AB:
G:\realprop\License Agreements\PG&E Oleum North Tower Christie\BO.01A - Board Order Format - Standard final.doc

C: