

CONDITIONAL SITE USE PERMIT
FOR BASE CAMP AND STAGING AREA

This Conditional Site Use Permit for Base Camps and Staging Areas (“**Permit**”) is made and entered into this 3rd day of March, 2015 (the “**Effective Date**”) by San Mateo County Community College District, hereinafter called “**SMCCCD**”, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**.”

R E C I T A L S:

A. SMCCCD owns that certain real property commonly known as Cañada College, 4200 Farm Hill Boulevard, Assessor’s Parcel Numbers 068-320-410, 068-320-330, and 068-330-330, hereinafter called “**Cañada College**,” located in the City of Redwood City, County of San Mateo, State of California.

B. SMCCCD owns that certain real property commonly known as the College of San Mateo, 1700 West Hillsdale Boulevard, Assessor’s Parcel Numbers 038-281-030, 038-381-370, 038-281-380, and 038-281-390, hereinafter called “**College of San Mateo**,” located in the City of San Mateo, County of San Mateo, State of California.

C. SMCCCD owns that certain real property commonly known as Skyline College, 3300 College Drive, Assessor’s Parcel Number 017-080-150 and 017-030-610, hereinafter called “**Skyline College**,” located in the City of San Bruno, County of San Mateo, State of California.

D. Cañada College, College of San Mateo, and Skyline College shall be collectively referred to as the “**Property**.”

E. As part of PG&E’s Incident Command System, PG&E desires to partner with the SMCCCD to establish Base Camps and Staging Areas to support the command, control and coordination of emergency response on portions of the Property after an incident that requires emergency response by PG&E (“**Incident**”).

F. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E for use as Base Camps and Staging Areas in the event of Incident.

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

1. Permit Areas. The real property that is the subject of this Permit to be used as Base Camps and Staging Areas are certain parking areas located on portions of the Property as depicted on EXHIBITS “A1,” “A2,” and “A3,” attached hereto and by this reference made a part hereof (“Permit Areas”). The Permit Areas are subject to availability at the time of the Incident and may be changed to other mutually agreed upon parking areas if needed.

2. Grant of Permit. Upon request and if feasible, SMCCCD may grant to PG&E temporary personal use of the Permit Areas in the event of Incident subject to the terms and conditions set forth in this Permit and PG&E agrees only to use the Permit Areas in accordance with the terms and conditions set forth in this Permit. The decision to grant the Permit rests solely with SMCCCD at the time of Incident.

3. Use. PG&E and its employees, contractors, agents and representatives (“**PG&E’s Representatives**”) may enter the Permit Areas upon notice to SMCCCD for the sole purpose of establishing Base Camps and Staging Areas 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 residency of PG&E Representatives (“**PG&E’s Activities**”). PG&E and SMCCCD will review and assess the Permit Areas to ensure that PG&E’s activities will meet the needs of the Incident with minimal disruption of SMCCCD’s normal 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.

4. Costs.

(a) **Permit Fee.** PG&E shall be charged a permit fee of \$1,000 per permit area per day in connection with its use of the Permit Areas. Additionally, PG&E will reimburse SMCCCD for staff time reasonably incurred by SMCCCD in connection with the administration of this Permit.

(b) **Utilities.** PG&E shall reimburse SMCCCD for any utility costs associated with PG&E’s usage, including but not limited to, water, natural gas, electricity and sanitation.

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

6. Conditions.

(a) **As is.** PG&E accepts the Permit Areas “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 Permit Areas, and accepts this Permit subject thereto and to all matters disclosed thereby. Before opening the Base Camps and Staging Areas, SMCCCD or its designee and PG&E will do a walk-through inspection to document pre-existing conditions in a manner acceptable to both parties; provided that PG&E may request SMCCCD perform alterations, modifications or repairs but PG&E understands and agrees that SMCCCD shall not be obligated to make any alterations, modifications, repairs or improvements to the Permit Areas at any time. PG&E will exercise reasonable care while using the Permit Areas and will make no modifications to the Permit Areas without SMCCCD’s express written approval.

(b) **Restoration.** PG&E shall exercise reasonable care in the conduct of its activities in Permit Areas. Upon closure of the Base Camps and Staging Areas, 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. Any activities performed under this

section shall be at PG&E's sole cost and expense. SMCCCD or its designee and PG&E will do a walk-through inspection of the premises to document condition of the Permit Areas at the time of closure.

(c) **Safe Condition.** PG&E, at PG&E's sole cost and expense, shall maintain the Permit Areas in a good, clean, safe and sanitary condition during its actual use period. PG&E acknowledges and understands that the Permit Areas is part of the SMCCCD's public colleges, open to the public and it is imperative that the facility be in a good, clean, safe and sanitary condition.

(d) **Lawful Use Only.** PG&E shall not use the Permit Areas or permit anything to be done in or about the Permit Areas 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 Permit Areas. PG&E shall not allow the Permit Areas to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the Permit Areas.

(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) **Multi-Agency Coordination.** PG&E shall maintain communication and coordination with outside agencies, including but not limited to, the San Mateo County Office of Emergency Services ("OES"). After an Incident, PG&E's Emergency Response Director or designee will request the use of the Property by contacting the OES and SMCCCD. PG&E, SMCCCD and OES will review and assess the requested base camp and staging area site to designate a portion of the Permit Area which PG&E may use. PG&E, SMCCCD and OES will ensure that the site meets PG&E's needs to respond to the Incident with minimal interference to OES's emergency response work on the Property. PG&E shall work in cooperation with OES throughout the duration of the Incident.

7. **Insurance.** SMCCCD's Required Coverage. Upon execution of this Permit, PG&E shall maintain a program of insurance or self-insurance acceptable to SMCCCD, to provide liability coverage which shall not be less than the following amounts:

- (a) Comprehensive General Liability and Property Damage insurance including:
 - i. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$2,000,000 per occurrence.
 - ii. Business Automobile Liability insurance in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles; and
 - iii. Umbrella liability in an amount not less than \$4,000,000 per occurrence and annual aggregate
- (b) Required Rating. Insurance carriers must have a Best rating of A(-)X or better.

(c) Certificates of Insurance and Endorsements. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on PG&E's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured.

(d) Certificates of Insurance and endorsements for coverages required herein shall be filed with District's Executive Vice Chancellor upon execution of this permit. The certificates shall provide that if the policy or policies be canceled by the insurance company or PG&E during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Executive Vice Chancellor. The certificates shall also show the information that the San Mateo County Community College District is named on PG&E's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. Certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

(e) 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 Conditional Site Use Permit. PG&E shall immediately notify SMCCCD if their self-insured status changes.

8. Indemnity. PG&E shall indemnify, defend and hold harmless SMCCCD 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 Permit, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of SMCCCD or PG&E; (ii) injury to property or other interest of SMCCCD and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives.

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

10. 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.

11. Assignment. This Permit 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 Permit shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Permit 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 Permit.

14. Counterparts. This Permit 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 Permit as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"SMCCCD"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT

By: 

By: 

Name: Kendrick Li

Name: Kathy Blackwood

Its: Land Acquisition Supervisor

Its: Executive Vice Chancellor

Date: March 3, 2015

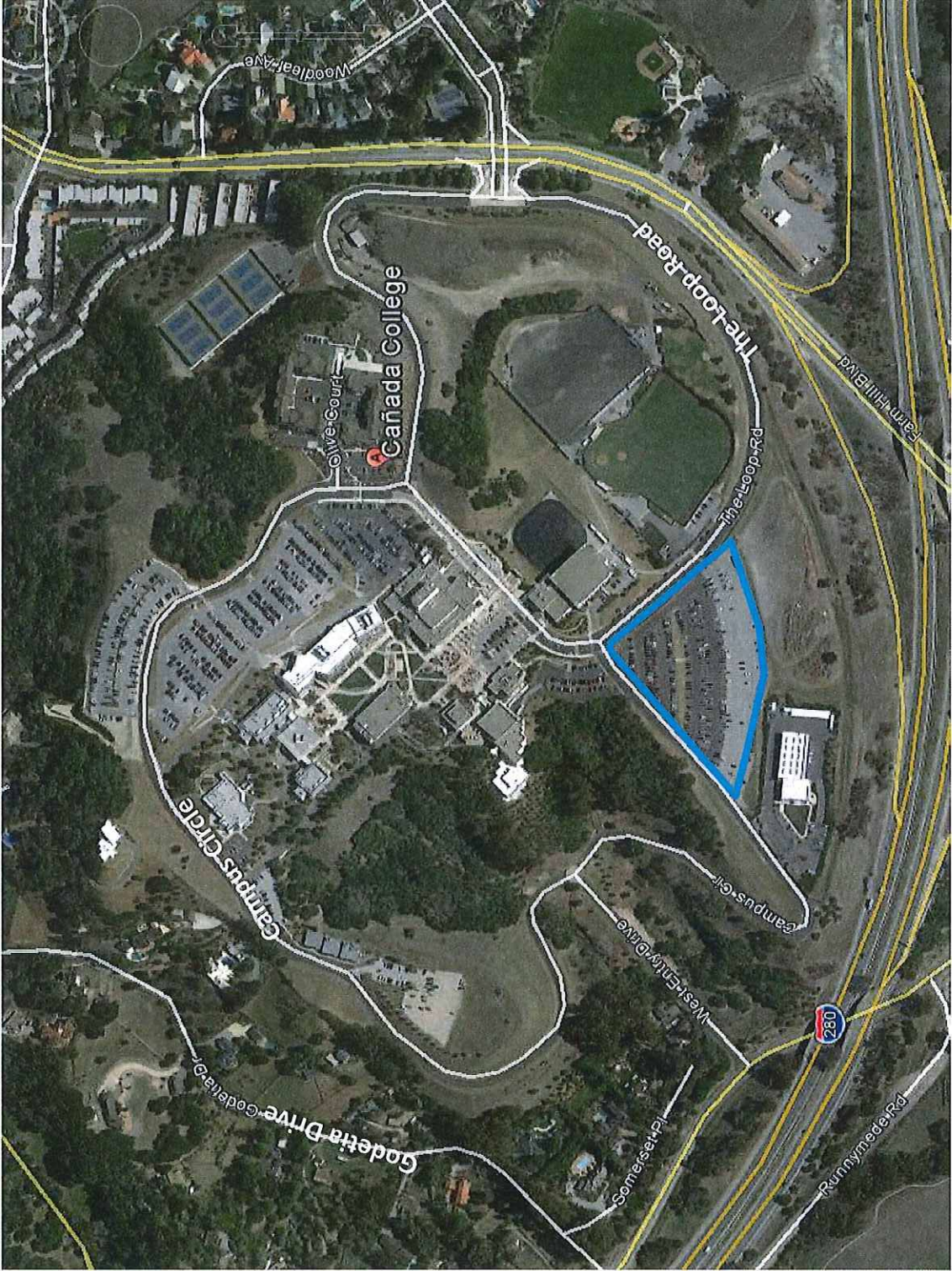
Date: 3/5/2015



December 30, 2014

EXHIBIT A1
Conditional Site Use Permit for Base Camp and Staging Area
Between Pacific Gas and Electric Company and
San Mateo County Community College District
Cañada College in Redwood City, California

 Permit Area (Lot 6)
 (approximately 4 acres)



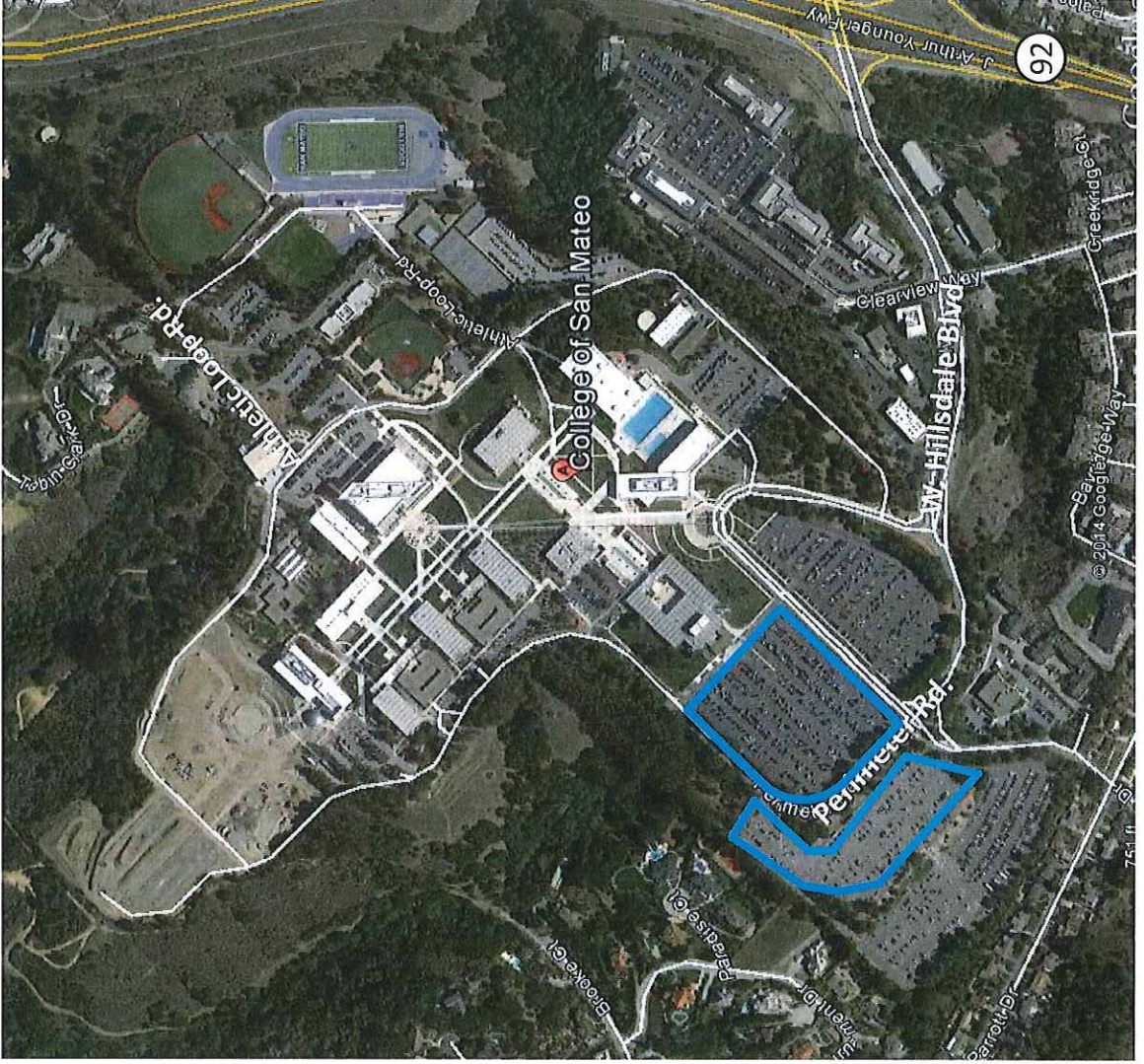


December 30, 2014

EXHIBIT A2
Conditional Site Use Permit for Base Camp and Staging Area
Between Pacific Gas and Electric Company and
San Mateo County Community College District
 College of San Mateo in San Mateo, California



Permit Area (Upper Hillsdale Lot 1
 and Upper Beethoven Lot 2)
 (approximately 9 acres)





December 30, 2014

EXHIBIT A3
Conditional Site Use Permit for Base Camp and Staging Area
Between Pacific Gas and Electric Company and
San Mateo County Community College District
 Skyline College in San Bruno, California



Permit Area (Lot A)
 (approximately 1 acre)

