

TEMPORARY CONSTRUCTION EASEMENT

CITY OF ANGELS SEWAGE DISPOSAL SITE

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”) for good and valuable consideration, the receipt of which is hereby acknowledged, to be used in connection with PG&E’s Electric Transmission project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in Angels Camp, County of CALAVERAS, State of California, identified as 2600 HIGHWAY 49, County Assessor’s Parcel Number 064-007-033, 064-007-003, 064-007-060 and 064-007-001 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) *To gravel and use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) *to construct and gravel a pad, and use such pad as a helicopter landing site.*
- (c) *to grade (including the necessary cuts and fills), gravel, and use existing and/or proposed road(s).*
- (d) *to park vehicles in connection with PG&E’s Project.*

The activities described above shall be within the area(s) delineated on the map attached and referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 36 months commencing on 7/1/2025 and shall terminate on 6/30/2028(the “**Term**”). PG&E shall have the right, subject to the terms herein and approval of the City of Angels, to extend the Term on a month to month basis for up to Twelve(12) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner One Thousand Seven Hundred and fifty Dollars (\$1,750.00) per month for a total amount of Sixty Three Thousand Dollars (\$63,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner One Thousand Seven Hundred and fifty Dollars (\$1,750.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the storage area identified in Exhibit A and the right of ingress to and egress from the Temporary Easement Area over and across the Property identified in Exhibit A. PG&E shall erect and maintain a gate and fence capable of preventing cattle from entering the gravel road on the area indicated in Exhibit A. The gate shall be locked at all times except for the purpose of ingress and egress. City retains the right to use all roads on the property as necessary to conduct City business including the fenced road. PG&E shall supply the City with keys to the gate on the fenced road. PG&E shall remove such fencing and gate at the end of the Term.

4. **Indemnification.** PG&E agrees to indemnify Property 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, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner's comparative negligence or willful misconduct.
5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Storm Water Pollution Prevention Plan (SWPPP)** – The State of California Construction General Permit (SWPPP) requires that PG&E shall establish a uniform vegetative cover equivalent up to 70% coverage of pre-construction vegetative conditions (wood mulch or gravel is acceptable also); and shall return the Temporary Easement Area to its original line and grade and/or compacted to achieve stabilization. Property Owner understands and agrees that PG&E's establishment of a uniform vegetative cover may require PG&E to access the Temporary Easement Area upon and after the Term to perform the permit's required inspections. PG&E shall have the right to access the Temporary Easement Area to allow it to meet its State mandated obligations.
7. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property. PG&E shall not be responsible for removing any gravel from the Temporary Easement Area and Property Owner shall own and assume all maintenance and liability associated with the gravel.
8. **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 use of the Temporary Easement Area under this TCE.
9. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
10. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
11. **Notices.** Any notices or communications hereunder shall be in writing and shall be personally delivered, or by email transmission, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to Property Owner:

Pam Caronongan, City Administrator
200 Monte Verda Street , Suite B
Angels Camp, California, 95222
pamelacaronongan@angelscamp.gov
(209) 736-2185.

If to PG&E:

Trevor LaTurner, Principal Right of Way Agent
850 Stillwater Rd
West Sacramento CA 95605
Trevor.laturner@pge.com
916-205-4628

12. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
13. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
14. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
15. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

By: _____

Name: _____

Its: _____

Date: _____

Exhibit A 2600 Hwy 49 - Sewage Disposal Site

