

**CITY OF CORONA**  
**LICENSE AGREEMENT**  
**FOR USE OF CITY REAL PROPERTY (UCRPLA)**  
**(PACIFIC UTILITY INSTALLATION, INC.)**  
**(715 W. RINCON STREET)**

**1. PARTIES AND DATE.**

This License Agreement for Use of City Real Property ("Agreement") is entered into this 24th day of August 2018, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("Licensor"), and Pacific Utility Installation, Inc. a California corporation with its principal place of business at 1585 Harmony Circle, Anaheim, California 92807 ("Licensee"). Licensor and Licensee are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

2.1 Licensor Real Property. Licensee desires to use approximately 61,320 square feet of Licensor's vacant property located at 715 West Rincon Avenue (APN 119-190-027) in the City of Corona, California ("Licensed Land").

2.2 Authorized Use. Licensee desires to use the Licensed Land for the sole purpose of storing electrical equipment, trucks and spare parts, including, but not limited to, transformers and cabling ("Authorized Use").

2.3 Purpose. Licensor is willing to allow Licensee to use the Licensed Land for the Authorized Use, and for no other purpose, pursuant to the terms and conditions set forth in this Agreement.

**3. TERMS.**

3.1 License for Licensed Land. Licensor agrees to allow Licensee to use the Licensed Land pursuant to this Agreement and any additional conditions provided for in Exhibit "A" attached hereto and incorporated herein by this reference.

3.2 Term. The term of this Agreement shall be for twenty-four (24) months from September 1<sup>st</sup>, 2018 through August 31<sup>st</sup>, 2020, unless earlier terminated as provided for herein ("Initial Term"). The Initial Term shall be automatically extended for three (3) additional one (1) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein, unless either Party notifies the other Party in writing of its intent not to extend the Term at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable

3.3 Termination or Suspension. The Parties shall have the following rights of termination of the Agreement or suspension of the Authorized Use. In addition to these rights, the Parties shall have the right to take action to enforce the terms of this Agreement.

3.3.1 Without Cause. This Agreement may be terminated by either Party at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

3.3.2 With Cause. Licensor shall also have the right to terminate this Agreement if Licensee is in breach of the terms of this Agreement or if any condition exists on the Licensed Land which, in Licensor's sole but reasonable discretion, represents a danger to public health, safety or welfare ("Default Conditions"). Licensor shall deliver written notice to Licensee of Licensor's intent to terminate this Agreement pursuant hereto and shall include a description of the Default Condition(s) that Licensor believes are occurring, as well as a reasonable period of time within which Licensee shall correct the Default Condition(s) ("Cure Period"). In no event shall the Cure Period be less than two (2) or more than seven (7) calendar days. If Licensee fails to cure, or commence good faith efforts to cure, said Default Condition(s) within the Cure Period, as determined by Licensor in Licensor's sole but reasonable discretion, this Agreement shall be deemed terminated upon expiration of the Cure Period and all permissions, rights, privileges and licenses granted herein shall cease to exist between the Parties.

3.3.3 Suspension of Authorized Use. In addition to termination, at any time Licensor retains the discretion to immediately suspend all or any part of Licensee's use of the Licensed Land if, in Licensor's sole but reasonable discretion, all or any part of the Authorized Use or anyone's participation in the Authorized Use poses an immediate or significant danger to public health, safety or welfare. Any such suspension shall last as long as Licensor determines is necessary to adequately address the danger to public health, safety or welfare.

3.3.4 Vacating the Licensed Land. At the expiration of the Initial Term or Renewal Term, as applicable, or at any sooner termination of this Agreement, Licensee shall quit and surrender possession of the Licensed Land to Licensor in as good order and condition as the date it was first delivered to Licensee under this Agreement, reasonable wear and tear and damage by the elements excepted, and, except for the Licensee Improvements described in Section 3.6 of this Agreement, Licensee shall remove all facilities or other improvements from the Licensed Land. Licensee agrees to pay any costs reasonably incurred by Licensor if Licensee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by Licensor to compel removal by Licensee or collect damages described in this section. If Licensee does not restore the Licensed Land as required, Licensor may remove the facilities or improvements and dispose of or store them at Licensee's sole cost and expense.

3.3.5 No Holdover. Licensee has no right to retain possession of the Licensed Land or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, then the Base Rent provided for in Section 3.7 below shall be increased to three-hundred percent (300%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

3.4 Responsibility for Authorized Use. Licensee represents and warrants that all of its employees, invitees and others who use the Licensed Land will do so only for the sole

purpose of the Authorized Use and will be instructed or trained on how to use the Licensed Land safely. Licensors retains the discretion to terminate this Agreement or suspend the Authorized Use as provided for in Section 3.3 above. All users of the Licensed Land shall at all times be considered employees, invitees or agents of Licensee and shall not be considered an employee or agent of Licensors for any purpose related to the Authorized Use.

3.5 Maintenance. Licensee shall, at its sole cost and expense, keep the Licensed Land free of noxious weeds and trash, and in good and proper condition, reasonable wear and tear excepted, in compliance with all applicable laws and regulations concerning Licensee's use of the Licensed Land. All Licensee facilities or improvements and the Licensee Improvements described in Section 3.6 of this Agreement shall be maintained in good and workable order and reasonably good appearance. In addition, Licensee shall make any repairs to the Licensed Land caused by or incident to Licensee's use of Licensed Land.

3.6 Improvements to Licensed Land. Within 180 days of the commencement of the Initial Term, Licensee shall, at its sole cost and expense, install and/or construct on the Licensed Land the improvements described below, which are further described and depicted on Exhibit "B" attached hereto and incorporated herein by reference ("Licensee Improvements"):

- (a) Four (4) individual LED light poles/standards at or near the locations illustrated on Exhibit "B" with the make and model of such light poles/standards to be approved by Licensors;
- (b) Two inch (2") electrical conduit at or near the locations illustrated on Exhibit "B";
- (c) A meter pedestal for the electrical service provided to the Licensed Land;
- (d) A transformer, if required by Southern California Edison; and
- (e) Fencing, minimum 6 feet in height and constructed of chain link and barbed wire, along the property line on the north side of the Licensed Land. Barbed or razor wire, which complies with all applicable City laws, rules and regulations, may be installed along the top of the fencing installed by Licensee.

The final design and construction of the Licensee Improvements shall be subject to the Licensors's sole and absolute approval in its proprietary, as opposed to regulatory, capacity. Pursuant to Section 3.3.4 of this Agreement, at the expiration of the Initial Term or Renewal Term, as applicable, or at any sooner termination of this Agreement, Licensee agrees to leave the Licensee Improvements on the Licensed Land and that the Licensee Improvements shall be deemed a gift to Licensors. Licensee agrees to execute any documentation necessary to document such gift or otherwise transfer title of the Licensee Improvements to Licensors.

### 3.7 Consideration.

3.7.1 Base Rent. As consideration for this Agreement, Licensee shall pay to Licensors the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month ("Base

Rent”), which the Parties agree is the fair market rental value for the Licensed Land.

3.7.2 Payment. Upon execution of this Agreement, Licensee shall pay to Licensors a sum equal to the first partial or full month of Base Rent plus the next two (2) full months of Base Rent. Licensee shall pay the Base Rent for the following months thereafter on or before the 5<sup>th</sup> day of the month. All payments shall be made payable to the City of Corona, 400 South Vicentia Avenue, Corona, CA 92882, or Licensee may make payments by electronic funds transfer. Licensee hereby acknowledges that any payment by Licensee of the Base Rent or other sums due hereunder not received by City within ten (10) calendar days after such amount is due will incur a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum until paid. In no event shall the late charge or interest exceed the maximum allowable by law.

3.7.3 Base Rent Increase. The Base Rent shall increase by four percent (4%) on the first day of each Renewal Term.

3.8 Utilities. Licensee shall pay for the electricity it consumes in its operations on the Licensed Land at the rate charged by the servicing utility company. City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Licensed Land, including the grant to Licensee or to the servicing utility company at no cost to Licensee of an easement in, over across or through the Licensed Land as required by such location acceptable to City and the servicing utility company.

3.9 Insurance.

3.9.1 Time for Compliance. Before commencement of the Initial Term, Licensee shall provide evidence satisfactory to the Licensors that it has secured all insurance required under this section. In addition, Licensee shall not allow any contractor or subcontractor to commence work on or otherwise enter upon the Licensed Land until it has provided evidence satisfactory to the Licensors that the contractor or subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Licensors to terminate this Agreement for cause. Licensee shall be authorized to self-insure for any of the coverages required herein, so long as sufficient documentation to support self-insurance is provided to and approved by the City of Corona Risk Manager in advance.

3.9.2 Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with use of the Licensed Land by the Licensee and its officials, officers, employees, contractors, agents and volunteers. Licensee shall also require all of its contractors and subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3)

*Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/the Licensed Land or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Licensee shall provide endorsements on forms supplied or approved by the Licensor to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and employees shall be covered as additional insured with respect to the operations performed by or on behalf of the Licensee under this Agreement, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and employees, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Licensee or for which the Licensee is responsible; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Licensor and its directors, officials, officers, agents and employees, for losses paid under the terms of the insurance policy which arise from operations performed by the Licensee under this Agreement.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Licensor, provided that if a thirty (30)

days' notice of cancellation endorsement is not available, Licensee shall notify Licensors of this unavailability in writing and shall execute Licensors' Notice of Cancellation Certificate indicating that Licensee will forward any notice of cancellation to the Licensors within two (2) business days from date of receipt by Licensee; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Licensors and its directors, officials, officers, agents and employees. Licensee's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the Licensors any notice of cancellation issued to Licensee shall be considered breach of contract and shall be grounds for Licensors to terminate this Agreement for cause.

3.9.4 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Licensors and its directors, officials, officers, agents and employees.

3.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Licensors.

3.9.6 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the Licensors and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.9.7 Verification of Coverage. Licensee shall furnish Licensors with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Licensors. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Licensors if requested. All certificates and endorsements must be received and approved by the Licensors before commencement of the Term. Licensors reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.9.8 Reporting of Claims. Licensee shall report to the Licensors, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with this Agreement.

3.10 Indemnification. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold Licensors and its directors, officials, officers, agents and employees (collectively, "Indemnified Parties"), free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, to the extent arising out of, pertaining to, or incident to this Agreement or use of the Licensed Land. Licensee shall defend, with counsel reasonably approved by Licensors, at Licensee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against the Indemnified Parties. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties. Licensee shall reimburse the Indemnified Parties for

any and all legal expenses and costs reasonably incurred by one or all of them in connection with enforcing this Agreement and/or in connection with the indemnity herein provided. Licensee shall also reimburse Licensor for the costs of any settlement paid by them on behalf of the Indemnified Parties as part of any claim, suit, action or other proceeding. Licensee's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties. Notwithstanding the above, nothing herein shall require Licensee to indemnify or hold the Indemnified Parties harmless against any liability or claim related to the negligent or intentional acts or omissions of the Indemnified Parties.

3.11 Release of Liability. In consideration of Licensor's agreement to allow Licensee to use the Licensed Land, Licensee, on behalf of itself and its officials, officers, employees, contractors, agents, volunteers, successors and assigns ("Licensee Parties"), hereby releases and forever discharges Licensor and each of its officials, officers, employees, contractors, agents, volunteers, successors and assigns from any and all known and unknown, certain or contingent, past, present or future obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of action of every nature, character or description which they may have against the Licensor, arising from or in any way related to the Authorized Use, use of Licensed Land or this Agreement.

LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, LICENSEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS.

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Initials of Licensee Representative

3.12 Hazardous Substances.

3.12.1 Defined. For purposes of this License, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous

Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.12.2 No Warranties. Licensors make no warranty or representation whatsoever concerning the Licensed Land, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto, or compliance with applicable laws, ordinances or governmental regulations. Licensee’s right to use the Licensed Land is strictly on an “as is” basis with all faults. Licensors hereby disclaim all warranties whatsoever, express or implied, regarding the condition of the soil, water, or geology on the Licensed Land, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.12.3 Hazardous Substances Prohibited. Except as otherwise specifically permitted under the terms of this Agreement, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this section. Storage of batteries for emergency power, fuel for generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Land, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.12.4 Disclosure and Removal of Hazardous Substances. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Licensed Land, give written notice to Licensors. The failure to disclose in a timely manner the release of a Hazardous Substance brought onto the Licensed Land by Licensee or its employees or agents, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California’s Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Agreement by Licensors in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee or its employees or agents on, under, about or within



the Licensed Land in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. In the event Hazardous Substances at the Licensed Land are discovered, Licensee shall disclose to Licensors the specific information regarding Licensee's discovery of such Hazardous Substances placed on, under, about or within the Licensed Land by Licensee, and provide written documentation of its safe and legal disposal as required by law.

3.12.5 Breach. Breach of any of the covenants, terms, and conditions contained in this section, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from Licensors, shall give Licensors the authority to either immediately terminate this Agreement or to require the shutdown of Licensee's operations thereon, at the sole discretion of Licensors; provided however, that Licensors may in its sole discretion grant Licensee such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In either case, Licensee will continue to be liable under this Agreement to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed Land as required by applicable law. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Land by Licensee during Licensee's period of use and possession of the Licensed Land. Upon termination of this Agreement, Licensee shall, in accordance with all laws, remove from the Licensed Land any equipment or improvements placed on the Licensed Land by Licensee that may be contaminated by Hazardous Substances.

3.12.6 Indemnification for Hazardous Substances. Licensee shall defend, indemnify and hold the Indemnified Parties, as defined in Section 3.10 above, free and harmless, pursuant to the provisions of Section 3.10 above, in any manner arising out of, pertaining to, or incident to the presence of any Hazardous Substances brought onto or permitted to be brought onto the Licensed Land by Licensee, or its employees or agents. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the Indemnified Parties from any liability created by the Licensee pursuant to such sections.

3.13 Entry by Licensors. Licensors and its officers, employees, contractors, or agents, shall at all times have the right to go upon and inspect the Licensed Land and the operations conducted thereon to assure compliance with the requirements of this Agreement. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed Land, as well as taking photographs.

3.14 Laws and Regulations. Licensee shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its use of the Licensed Land pursuant to this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Licensee shall be liable for all violations of such laws and regulations in connection with this Agreement.

3.15 Governmental Approvals. Before commencement of the Term, Licensee shall obtain all necessary and applicable federal, state and local approvals, certifications, and permits

to conduct the Authorized Use. Licensors reserves the right to require Licensee to provide proof regarding these approvals, certifications, and permits.

3.16 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served on or given to either party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the party to whom it is directed or to any managing or executive officer or director of that party in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed as follows:

**Licensee:**

Pacific Utility Installation, Inc.  
1585 Harmony Circle  
Anaheim, CA 92807  
Attn: Bill Pfeifer

**Licensors:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Darrell Talbert, City Manager

3.17 Survival. Licensee's obligations to release, indemnify, defend, and hold harmless the Licensors, as set forth in this Agreement, shall survive expiration or termination of this Agreement and shall remain in effect until there is no risk to the Licensors of liability for any claims or losses due to the use of the Licensed Land for the Authorized Use.

3.18 Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Licensors.

3.19 Selection of Counsel. Licensee's obligation to indemnify the Licensors under this Agreement shall include the obligation of Licensee to defend Licensors with legal counsel of Licensors' own choosing. In the event Licensors elects not to select such counsel, the designation of such counsel shall be made by Licensee but shall be subject to prior approval by Licensors.

3.20 Attorneys' Fees and Costs. In the event that any action or proceeding is commenced between the Licensors and Licensee to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees and costs. The attorneys' fees and costs recoverable pursuant to this section include, without limitation, attorneys' fees and costs incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' fees and costs may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

3.21 Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

3.22 Waiver and Severability. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.24 Authority; Binding on Successors and Assigns. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties. Notwithstanding the foregoing, this Agreement may not be assigned by Licensee unless Licensor consents in writing to such assignment.

3.25 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Riverside County, California.

**[SIGNATURES ON NEXT TWO (2) PAGES]**

**LICENSOR'S SIGNATURE PAGE FOR**  
**LICENSE AGREEMENT**  
**FOR USE OF CITY REAL PROPERTY (UCRPLA)**  
**(PACIFIC UTILITY INSTALLATION, INC.)**  
**(715 W. RINCON STREET)**

**CITY OF CORONA**  
a California municipal corporation

By: \_\_\_\_\_  
Darrell Talbert  
City Manager

Attest:  
  
\_\_\_\_\_  
Sylvia Edwards  
City Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Dean Derleth  
City Attorney

**LICENSEE'S SIGNATURE PAGE FOR**  
**LICENSE AGREEMENT**  
**FOR USE OF CITY REAL PROPERTY (UCRPLA)**  
**(PACIFIC UTILITY INSTALLATION, INC.)**  
**(715 W. RINCON STREET)**

**PACIFIC UTILITY INSTALLATION, INC.**  
a California corporation

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## **EXHIBIT “A”**

### **CONDITIONS OF USE**

1. City Instructions and Policies. Licensee shall be responsible for ensuring that all users of the Licensed Land comply with all oral or written instructions, directions and other safety requirements given to Licensee by Licensors personnel.

2. Environmental Site Assessments. An Environmental Site Assessment (“ESA”) shall be prepared both before commencement of the Initial Term of this Agreement and following the expiration or termination of this Agreement, as provided below.

A. Pre-Condition ESA. Before commencement of the Initial Term, Licensee shall have prepared and provide to Licensors, at Licensee’s sole cost and expense, a written Phase 1 ESA to establish the baseline condition of the Licensed Land.

B. Post-Condition ESA. Within thirty (30) calendar days following the expiration or termination of this Agreement, Licensee shall have prepared and provide to Licensors, at Licensee’s sole cost and expense, an ESA that includes soil samples to determine whether Licensee’s use of the Licensed Land resulted in any Hazardous Substances becoming located on the Licensed Land which, in the opinion of the City of Corona Public Works Director, requires remediation pursuant to the terms of Section 3.12 of the Agreement. The scope and quality of the ESA shall be subject to the reasonable discretion of the Public Works Director. Licensee shall be responsible for remediating, to the satisfaction of Licensors and to the City of Corona Public Works Director, any contamination identified in the Phase I ESA.

3. Permitted Materials for Temporary Parking. For purposes of its temporary parking facilities, Licensee shall use only Class II Aggregate Base in accordance with Caltrans specifications.

4. Maintenance Activities. Licensee acknowledges that the Licensed Land is located adjacent to a storm channel and the City’s percolation ponds that are used for groundwater recharge. Any vehicle or equipment maintenance activities are, therefore, prohibited on the Licensed Land unless Licensee implements property containment measures to capture any oils, lubricants, fluids, solvents or other type of waste and prevent contamination of the groundwater. Notwithstanding the foregoing, Licensee shall be responsible for the release of any Hazardous Substances pursuant to Section 3.12 of the Agreement.

**EXHIBIT “B”**  
**LICENSEE IMPROVEMENTS**

**[SEE ATTACHED ONE (1) PAGE ILLUSTRATION]**

ILLUSTRATION OF LICENSEE IMPROVEMENTS

