

**LICENSE AGREEMENT
NEVADA COUNTY OPERATIONS CENTER
PHILLIPS AND JORDAN, INC., TREE STORAGE ACCESS LICENSE AGREEMENT
FOR LICENSEE OF NEVADA COUNTY**

This License Agreement (“Agreement”) is entered into on the 14th day of February, 2017, by and between the **COUNTY OF NEVADA**, hereafter referred to as “Licensor”, and **Phillips & Jordan, Inc. (“P&J”)**, a heavy civil and specialty contracting firm doing work for PG&E, hereafter referred to as “Licensee”.

Licensor is the owner of the Nevada County Operations Center (“the Property”), situated at 12350 La Barr Meadows Road in the unincorporated area of Nevada County, California.

GRANT OF LICENSE: In consideration of benefits accruing to Nevada County from the activities being sponsored by the Licensee, and the construction of certain improvements as detailed in Paragraph 6 and the attached Exhibit A, B, and C, a personal, revocable license (“License”) is granted to Licensee exclusively for ingress and egress across the Property for the purpose of those activities shown herein from February 14, 2017, to February 13, 2019. Licensor and Licensee may opt to renew this License Agreement for two additional two-year terms contingent on mutual agreement and the County’s building development plan for the Property.

The activities of Licensee are described as follows:

The purpose of the P&J Tree Storage Access License Agreement (“Agreement”) is to provide access to Licensee to a Debris Management Site (“DMS”) for the storage of trees that have been removed from PG&E property or responsibility due to the bark beetle infestation. The DMS is privately-owned property located directly to the North of the Nevada County Operations Center. The County has declared a state of Emergency as a result of the bark beetle infestation, tree mortality, and the fire danger the dead trees pose to Nevada County. The purpose of the P&J Tree Removal Project (“Project”) is to remove dead trees from local PG&E property, or responsibility to reduce green waste fire fuels and increase fire safety in Nevada County. The Project provides for the temporary deposit of trees, tree slash, and green waste debris (“Trees” or “Green Waste Debris”) to a DMS adjacent to County Property, and for heavy machinery to grind and process the Trees. The Project will be in operation Monday through Saturday, six days per week. The Project also includes a Public DMS (“Public DMS”) on or adjacent to the DMS in which Nevada County residents may drive onto a specified portion of Licensee’s property to drop off Trees and Green Waste. The Public DMS will be operated by a local nonprofit for the disposal of Trees and Green Waste from commercial and residential property located in Nevada County.

CONDITIONS OF LICENSE: Licensee may not use the Property for any other purpose or business without obtaining Licensor’s prior written consent. Additionally, Licensee shall be bound to the following conditions:

1. Use. The Property herein licensed shall be used in an orderly and respectable manner, without hindrance, annoyance, disturbance, detriment, injury or offense to Licensor. Licensee, to the best of its ability, shall not commit, nor suffer to be committed, any nuisance

or waste in or about the Property. To the best of its ability, Licensee shall not bring anything onto the Property, or permit anything to be done in or about the Property, which will adversely affect fire risk or otherwise impact other insurance risks on Operations Center property or the Property building site. Licensee shall develop an Operations Plan for the Project including a site plan and frequency schedule. Licensee shall provide a Fire Suppression Plan for the Project.

Licensee shall secure the existing locked gate onto La Barr Meadows Road, or otherwise be responsible for the security of the County Access Road (“Access Road”) and the DMS when the Project is not in operation.

2. Operation Subject to Law. Licensee shall operate in all respects subject to all applicable rules, regulations, ordinances and laws, whether county, state or federal. Licensee shall be required to obtain, at its expense, any and all necessary licenses and permits.
3. Operation Subject to Prior Rights. This License and all the provisions hereof shall be subject to the County of Nevada’s rights affecting the control, operation and regulation of said Property, including the County’s right to operate County vehicles and heavy equipment
4. No Interference with Right of Way. Licensee shall not interfere with, nor unreasonably obstruct, any right of way over the Property owned and controlled by Licensor, including right of way for ingress and/or egress for County-related pedestrian and vehicular traffic. The Property is not open to the general public, and this provision does not apply to public pedestrian and vehicular traffic. Licensee shall develop a traffic plan for the Project. These plans may be hand-drawn with a detailed outline.
5. No Partnership or Agency Relationship Created. Licensor shall not become a partner or joint venturer with Licensee, nor for any purpose shall Licensee be deemed an agent, officer, or employee of Licensor.
6. Road and Other Improvements. Licensee shall not install any fixtures or mark, paint, or deface any County property, without prior written approval of the Nevada County Director of Information and General Services. Licensee shall provide the following improvements as agreed by the parties and detailed in attached **Exhibit A, B, and C**:

Access Road: Licensee will make improvements to the Access Road to include, but not be limited to, gates, fencing, widening, resurfacing, and realigning in order to facilitate their access to the DMS property. Improvements will align the existing Access Road with the new proposed Project Operation Center improvements. Use of the Access Road may begin as soon as grading and stockpiling permits are obtained from Nevada County Building Department. Improvements must be complete within 180 days of the signing of the Agreement.

La Barr Meadow Road: La Barr Meadow Road shall be improved to include widening, a turn lane and an acceleration lane at the location of the ingress/egress of the County Access

Road as approved by the Nevada County Public Works Department. Licensee will obtain an encroachment permit from the Nevada County Public Works Department.

Public DMS site: P&J shall provide a minimum of a one half (.5) acre site (square footage need not be exact) for a public DMS to be located in the same or adjacent parcels to the P&J DMS. The Public DMS site shall have safe public access off developed roads. The Public DMS will be operated by a local nonprofit for the disposal of slash from private property. P&J will not be responsible for operating the Public site. The establishment of the Public DMS in the asphalt area north of the access road is contingent upon: 1) P&J's ability to lease this land from the landowner; and 2) the local nonprofit signing a sub-lease agreement with P&J.

7. Director as Licensor's Agent. The Director of the Information and General Services Department of the County of Nevada ("Director") is the authorized agent for Licensor for purposes of this License, and as to any obligations assumed herein by Licensee, they shall be performed to the satisfaction of said Director.
8. Fire and Life Safety. All activities shall be performed in accordance with reasonable and prudent safety standards. Applicable licenses and permits are the responsibility of the Licensee. Inspection and compliance of all conditions or situations connected to the use of the Property are the responsibility of the Licensee. Hazardous conditions or situations shall be reported to the Nevada County Director of Information and General Services immediately. In the event hazardous conditions or situations occur, the Nevada County Director of Information and General Services or appropriate County Official shall have the authority to terminate the use of the Property immediately. Once the hazard has been corrected, the designated use may be allowed to continue. Nevada County makes no warranty that the Property is hazard free. Inspection of the Property and written notification of hazardous conditions that may affect the activities of Licensee should be provided to the Nevada County Director of Information and General Services in writing and with sufficient time for correction in advance of the use of Property.
9. Access and Parking. Licensee and its representatives shall have access during regular hours of operation of the Operations Center, six days per week, Monday through Saturday, except as may be authorized by the Nevada County Director of Information and General Services.
10. License Personal and Not Assignable. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate the License. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.
11. Termination and Restoration. On or before the effective date of termination of this License, Licensee shall cease all use of the Property and shall restore it to Licensor in good order and repair. This License may be terminated by mutual agreement, or by Licensor immediately for cause. License may be terminated for cause if Licensee shall use or permit the use of the Licensor's premises at any time for any purpose which is not authorized by the License, or if Licensee shall use or permit the use thereof in violation of any law, rule, or regulation.

License may also be terminated if Licensee fails to meet any term or condition of this Agreement. Termination of this License for an egregious safety violation shall be immediate. Under all circumstances of termination of this Agreement, Licensee shall restore the Property to the County in good order and repair within thirty (30) days.

12. Hold Harmless, Indemnification, Damages, and Insurance.

- A. Hold Harmless and Indemnification: To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend the County and its elected officials, officers, volunteers, agents, contractors and employees against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and the cost of defense, resulting from the death of or any injury or damage to any person or property whatsoever, when such death, injury or damage arises out of the operations of Licensee, or has been caused in whole or in part, by the act, neglect, fault, or omission of Licensee, its agents, servants, employees, contractors, vendors, merchants, exhibitors or invitees.
- B. Disclaimer of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES HEREBY DISCLAIM AND LICENSEE HEREBY RELEASES COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES FROM ANY AND ALL LIABILITY, WHETHER IN TORT OR CONTRACT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), RELATING TO ANY CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES, OR LIABILITIES RESULTING FROM THE DEATH OR INJURY OF ANY AGENT, EMPLOYEE, CONTRACTOR, VOLUNTEER OR CUSTOMER OF LICENSEE OR ANY INJURY OR DAMAGE TO LICENSEE OR LICENSEE'S PROPERTY OR THAT OF LICENSEE'S AGENT, EMPLOYEE, CONTRACTOR, CUSTOMER OR VOLUNTEER UNLESS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- C. County Non-Liability; Force Majeure: County and its elected officials, officers, volunteers, agents, contractors and employees shall not be liable for any injury or damage which may be sustained by the person, goods, equipment, wares, merchandise or property of Licensee, its agents, servants, employees, contractors, vendors, volunteers or invitees resulting from an Act of God, fire, explosion, flood, strike, labor dispute, riot, wind, ice, hail, or any other cause or peril beyond the control of County.
- D. Insurance: Licensee hereby agrees to maintain in full force and effect at all times during the term of this License, at its own expense, policies of insurance which afford the following coverage:

<u>TYPE</u>	<u>LIMITS</u> (Statutory)
(1) Workers' Compensation, including Employer's Liability. The policy shall include an express waiver of subrogation in favor of the County and its elected officials, officers, volunteers, agents, contractors and employees;	
(2) Comprehensive General Liability Insurance, including Blanket Contractual Liability; Broad Form Coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage; Fire Damage; as well as coverage for all activities performed in conjunction with use of the Property. Such coverage on a "per-occurrence" Basis.	\$1 Million
(3) Automobile Liability Insurance, including either a Business Rated or a Commercial Automobile Liability policy, for each vehicle used including non-owned and hired automobiles, with coverage for liability for death or bodily injury to a person or persons, property damage, uninsured and underinsured coverage, and combined single limit coverage. Personal Auto insurance is required for each vehicle used including non-owned and hired automobiles, and shall provide minimum of \$300,000 in combined single limits, and name the Licensor as additionally insured.	\$1 Million Commercial \$1Million Business Rate \$300,000 Personal Auto

The above policies shall include the following provisions:

- i. An endorsement naming Licensor as an additional insured under said policy, with respect to claims or suits arising from this License;
- ii. A provision that said insurance shall be primary and other insurance maintained by Licensor shall be excess only and not contributing to Licensee's insurance;
- iii. A provision that said insurance shall provide for thirty (30) days written notice to Licensor of any termination or change in coverage or reduction in coverage limits.

- E. Insurance Company Ratings: The policies required by this License shall be issued by companies with a Best's Insurance Guide Rating of B+ or higher (B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7 or 8) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the Risk Manager of the County.
- F. Certificates of Insurance: Licensee shall deliver to County at least ten (10) days prior to the time such insurance is first required to be carried, Certificates of Insurance evidencing the above insurance coverage with limits not less than the amounts specified. Such Certificates, with the exception of Workers' Compensation, shall confirm that the County and its elected officials, officers, volunteers, agents, contractors and employees, have been named as additionally insured. Such Certificates shall expressly provide that the interests of the additional insured shall not be affected by any breach of the policy by Licensee. Neither the County, nor any person or entity named as an additional insured pursuant to this paragraph shall have any obligation under such policies, such as payment of premiums, deductibles or giving notices. All Certificates shall expressly provide 1) that ten (10) days prior written notice shall be given to the County in the event of material alteration to, non-renewal of, or cancellation of the coverage evidenced by such Certificates; 2) that the coverage evidenced by the Certificates shall be primary insurance as respects the County and its elected officials, officers, volunteers, agents, contractors and employees and any other insurance maintained by the County shall be excess and not contributory; and 3) that any rights of subrogation are waived against County and its elected officials, officers, volunteers, agents, contractors and employees.
- G. Licensee's Contractors Insurance: Contractors hired by Licensee to provide the grinding, chipping and hauling service for the Project, or any other service for the Project, shall be insured to the written satisfaction of the Director of Information and General Services and name the County of Nevada as an additional insured.
- H. Failure to Provide Insurance: Failure to provide and maintain the insurance policies (including Best's ratings), endorsements or certificates of insurance required by this License shall constitute a material breach of this Agreement and, at the election of County, may result in the immediate suspension or revocation of this License.
- I. Compliance with Insurance Requirements: Compliance with the insurance requirements set forth in this License shall not relieve Licensee of its obligation to hold harmless and indemnify the County and its elected officials, officers, volunteers, agents, contractors and employees pursuant to Section 12.A of this License.
13. Waiver: No waiver of this Agreement will be valid unless it is in writing and signed by the party against which the enforcement of the waiver is sought. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

14. Reference to Laws; Venue: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The parties hereto agree that venue for all actions arising out of this Agreement shall be in Nevada County, California.
15. Third Parties: Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
16. Notices: This License shall be managed and administered on County's behalf by the Director of Information and General Services. In addition, all notices may be given to Licensor and to Licensee by first class mail addressed as set forth on the signature page of this agreement. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.
17. Ambiguity: The parties hereto have independently reviewed this Agreement and no presumption shall arise from the fact that it was prepared by or at the request of either party.
18. Entire Agreement: This License constitutes the entire agreement between the parties relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License are of no force or effect. Any amendment to this License shall not be effective unless it is in writing and signed by both parties.
19. Warranty of Authorization: Every individual executing this License on behalf of an organization represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said organization, and that this License is binding upon said organization in accordance with its terms.
20. Signed in Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and collectively shall constitute one instrument.

LICENSOR: COUNTY OF NEVADA
 INFORMATION AND GENERAL SERVICES DEPARTMENT
 950 MAIDU AVENUE
 NEVADA CITY, CALIFORNIA 95959

By: _____ Date: _____
 Hank Weston
 Chair, Board of Supervisors

LICENSEE: PHILLIPS AND JORDAN, INC.
 10201 PARKSIDE DR. SUITE 300
 KNOXVILLE, TN 37922

By: _____ Date: _____
 Phillips and Jordan
 Licensee of Nevada County