

## **COST SHARING AGREEMENT**

**(Wilderness Substation and Wildlife Substation)**

**By and Between**

**SOUTHERN CALIFORNIA EDISON COMPANY  
and the  
CITY OF RIVERSIDE**

This Cost Sharing Agreement (the "Agreement") is dated as of this \_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date") by and between the **City of Riverside**, a California charter city and municipal corporation acting by and through its Public Utilities Department, Electric Division ("RPU") and **Southern California Edison Company** ("SCE"), a California corporation. SCE and RPU are sometimes individually referred to as "Party" and collectively as "Parties" throughout this Agreement.

### **RECITALS**

**WHEREAS**, on December 20, 2004, Riverside submitted a request to SCE to interconnect its proposed new Riverside Wilderness Substation to SCE's electrical system at a new 230 kV SCE Wildlife Substation to be constructed by SCE, and requested that SCE loop the Mira Loma-Vista No. 1 230 kV Transmission Line into SCE's Wildlife Substation, in accordance with the terms of SCE's Transmission Owner Tariff ("TO Tariff"). Such interconnection request was received by SCE on December 27, 2004 and would become commonly known as the Riverside Transmission Reliability Project ("RTRP" or "Project" herein).

**WHEREAS**, Riverside and SCE entered into a Letter Agreement on April 11, 2006, which provided the terms and conditions for SCE to begin the engineering, design and preparation of specifications for the SCE Interconnection Facilities, perform studies regarding requirements for right-of-way for Wildlife Substation and the approximately 8.25 miles of double circuit transmission line required for the interconnection with SCE's existing Vista and Mira Loma Substations, commence preparation of the Certificate of Public Convenience and Necessity ("CPCN") application and perform other work as necessary. The Letter Agreement also provides for Riverside to pay all of SCE's charges and expenses incurred for work performed by SCE pursuant to the Letter Agreement, and includes the Parties' intent that any successor agreement include terms whereby SCE shall reimburse Riverside for any costs incurred for any required network transmission facilities, if and to the extent that the FERC grants SCE rate recovery for such costs. The Letter Agreement provides that it will terminate upon the effective date of an interconnection agreement.

**WHEREAS**, Riverside requested that SCE file the necessary Interconnection Facilities Agreement ("IFA") unexecuted and unilaterally at FERC and subsequently, the Parties entered

into a Settlement Agreement and the IFA on March 9, 2009, which, among other things, specified the terms for SCE to provide Interconnection service; and for SCE to (i) engineer, design, construct, install, own, operate and maintain Wildlife Substation; (ii) engineer, design, construct, install, own, operate and maintain the Mira Loma-Vista 230kV Line Loop into Wildlife Substation; (iii) interconnect the 230/69 kV Riverside Wilderness Substation to Wildlife Substation; (iv) purchase from Riverside the land required for Wildlife Substation; and (v) reimburse Riverside for certain amounts paid to SCE as specified in the IFA.

**WHEREAS**, pursuant to the IFA, SCE will construct, own, and operate Wildlife Switchyard and the transmission facilities between Wildlife Switchyard and SCE's Mira Loma and Vista Substations. Furthermore, SCE will construct, own, and operate the facilities interconnecting SCE's Wildlife Switchyard and Riverside's Wilderness Substation. Riverside will support the 230kV project coordination in collaboration with SCE, and Riverside will construct, own, and operate the new 230/69kV RPU Wilderness Substation and expansion of RPU's 69kV sub-transmission system.

**WHEREAS**, the parties have identified certain project components that are common and/or interdependent overlapping tasks for SCE and RPU and that will require close collaboration. Consistent with Exhibit A, those tasks include the following, which are collectively referred to as "RTRP Common Work":

- Project activities related to the Substation site development and 230kV transmission line work:
  - Pre-design, pre-Construction site activities e.g. Surveying, Mapping, Geotech analysis;
  - Rough grading design, wall design, common fence (on property line) design, landscaping design, including landscape water line and street improvement design including erosion/sedimentation control, retaining wall design, external street improvements such as but not limited to paving, curb and gutter, streetlights, and street signs;
  - Environment activities related to grading, soil evaluation, soil overhaul, environment mitigation measures and site access matters;
  - Property services matters, appraisals and easements;
  - Construction of street improvements including but not limited to rough grading, retaining wall, curb and gutter, streetlights, street signs, and catch basins. The cost of security and surveillance during construction, temporary fencing and other miscellaneous items related to the construction activities;
- RPU's Project activities for the 230 kV portion of RTRP related to the Land and Water Conservation Fund ("LWCF") Process & Support functions, property services matters, and appraisals for City & County owned property involved in LWCF conversion process for SCE's new 230kV transmission line; and
- RPU's Project activities for the 230 kV portion of RTRP related to the Multiple Species Habitat

Conservation Plan (“MSHCP”) Process & Support functions.

**WHEREAS**, the construction of the common property line interior perimeter fence, the construction of SCE’s Wildlife Switchyard perimeter wall and the construction of Riverside’s Wilderness Substation perimeter wall are not part of the RTRP Common Work.

**WHEREAS**, SCE and RPU desire to cooperate with each other in the design, construction and inspection of the RTRP Common Work.

**NOW THEREFORE**, in consideration of the mutual promises hereinafter set forth for the purposes aforesaid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is for Riverside and SCE to agree on the performance of and cost sharing associated with the RTRP Common Work as outlined in Exhibit A to this Agreement, including but not limited to the design, construction, inspection and funding of same.

2. **RPU Obligations.**

**2.1. Plans, Specifications and Estimates.** RPU shall prepare, or cause to be prepared, Plans, Specifications and Estimates (“PS&E”) for the RTRP Common Work, which shall include relevant descriptions of the scopes of work to be performed, in accordance with all applicable city, county and state standards and requirements and in a manner consistent with the Final Environmental Impact Report for the RTRP certified by the City of Riverside in 2013 (“2013 FEIR”) and the Final Subsequent Environmental Impact Report for the RTRP certified by the California Public Utilities Commission in 2020 (“2020 FSEIR”). RPU shall submit the PS&E to SCE for its review and approval as tasks progress through engineering design, bid packages and construction stages, approval of which shall not be unreasonably withheld, prior to commencement of any advertisement to contractors for construction of the RTRP Common Work.

**2.2. Construction Schedule; Temporary Entry Permit.** Prior to the completion of the PS&E for the RTRP Common Work, RPU shall provide SCE with a construction schedule and work plan of the major activities for the RTRP Common Work, including mobilization, demolition, roadway trenching, traffic control/handling, water and sewer improvements construction, and demobilization. Once the construction schedule has been reviewed and approved by SCE, SCE and RPU shall enter into a temporary entry permit in the form attached hereto as Exhibit B, through which SCE shall grant RPU access to its switchyard site to complete the RTRP Common Work.

**2.3. Construction of RTRP Common Work.** The Parties agree that RPU should perform the RTRP Common Work and SCE shall reimburse RPU for its share of those costs as described in Exhibit A hereto. In accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, and consistent with the 2013 FEIR and 2020 FEIR, RPU shall advertise, competitively bid, and award a public works construction contract(s) and/or professional services agreement(s) for the RTRP Common Work. RPU shall administer these contracts and shall ensure that the RTRP Common Work is completed in accordance with the approved PS&E, the 2013 FEIR and 2020 FEIR, and all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations. If, during construction and installation of the RTRP Common Work, RPU determines that alterations are required for RTRP Common Work, RPU shall seek SCE's written approval of said changes prior to implementation of such alterations, and such approval shall not be unreasonably withheld.

**2.4. Contractor Obligations.** RPU shall require the contractor(s) and consultant(s) for the RTRP Common Work to: a) comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq.; b) provide and maintain adequate liability insurance for the RTRP Common Work; c) name SCE, its directors, officials, officers, employees, volunteers and agents as additional insured with respect to the RTRP Common Work within plans and specifications performed by or on behalf of the contractor; and d) indemnify and hold harmless SCE, its directors, officials, officers, employees, volunteers and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, (1) to property or persons, including wrongful death, and (2) relating to RPU's failure to comply with any applicable laws, regulations, or Project requirements, to the extent arising out of, pertaining to, or incident to the RTRP Common Work except if caused by the negligence or willful misconduct of SCE.

**2.5. Completion of RTRP Common Work.** RPU shall complete the PS&E for the RTRP Common Work and obtain all necessary approvals and permits as may be required for the RTRP Common Work. RPU shall complete construction of the RTRP Common Work, including any closeout activities, by [December 31, 2025]. If RPU fails to complete construction of the RTRP Common Work due to conditions or events outside of their control, the parties will meet and confer and agree to a reasonable and appropriate extension of time to complete the RTRP Common Work. RPU shall make all reasonable efforts to complete the RTRP Common Work by the deadline set forth above.

### **3. SCE Obligations.**

**3.1. Review of PS&E.** Upon receipt of the PS&E for the RTRP Common Work, SCE shall promptly review and approve the PS&E and shall not unreasonably withhold such approval.

**3.2. Inspection.** SCE shall have the right to be present during any inspections of the RTRP Common Work by RPU personnel to ensure that the RTRP Common Work is being constructed in conformance with the PS&E.

**3.3. Payment of Total Costs of RTRP Common Work.** SCE agrees to pay certain portions of the Total Costs to construct the RTRP Common Work as per the terms of Exhibit A. For purposes of this Agreement, the term "Total Cost" shall mean all labor, materials, tools, equipment, services and incidental and customary work necessary to plan, engineer, design, environmentally review, permit, site, bid, and construct the RTRP Common Work, including without limitation, all costs and expenses for the following: engineering, legal, and other consultant services throughout the pre-construction and construction phases; bid preparation and administration services; soil, project and other inspection and testing services; construction and project management services; and all other construction and project close-out activities.

**3.4. Payment of Estimated Costs.** RPU shall bill SCE quarterly for the costs of the work activities outlined in Exhibit A of this Agreement and SCE shall pay such bill within twenty (20) calendar days of receipt of such bill.

**3.5. Change Order Costs.** RPU shall submit to SCE and both Parties shall promptly review any proposed change order from any contractor or consultant relating to changes to the work for the RTRP Common Work. Parties shall collaboratively work to review any proposed change order in sufficient time to allow such a change order to be processed as required by RPU's contract with that contractor or consultant. In the event there is a disagreement between RPU and SCE regarding any such change order, the Parties shall promptly meet and confer to attempt to resolve any disagreement. If the Parties are unable to resolve the disagreement within forty-eight (48) hours or within a time mutually agreed to by the Parties, either Party may insist that RPU accept the change order in whole or in part, despite the disagreement by the other Party. The disagreeing Party may invoke the Dispute Resolution provisions of Section 8 in order to determine responsibility for any additional costs incurred by the approval of that change order. Once RPU approves a change order, RPU shall invoice SCE for such Change Order Costs. SCE shall pay such Change Order Costs to RPU within thirty (30) days of the date of RPU's invoice.

**3.6. Final Costs.** Within twelve (12) months of the completion of the work set forth in Exhibit A, Riverside shall determine the actual recorded costs of the Riverside work outlined in Exhibit A to this Agreement and provide SCE with a final summary of costs. If additional SCE payments are due, a final invoice/bill will be sent, and SCE shall pay such bill in accord with the terms of this Agreement. If a credit is owed, reimbursement will be made by Riverside to SCE within 60 business days. "Completion" shall mean the filing by Riverside of a "Notice of Completion" for all work, as required by Civil Code section 9204.

4. **Termination.** This Agreement shall terminate (a) upon final completion and acceptance by RPU of the RTRP Common Work, conveyance to and acceptance by RPU of all real property interests required for the RTRP Common Work and payment by SCE to RPU of all amounts owed to RPU under this Agreement or (b) upon SCE's written election if, in SCE's reasonable judgment, the Project approved by the CPUC in the 2020 CPCN seems unlikely to be constructed. If this Agreement is terminated by written notice, the termination shall become effective as of the date of receipt. RPU shall use reasonable efforts to minimize costs, damages and charges arising as a consequence of termination. All costs incurred or committed to be incurred as of the termination date shall be allocated between the parties in accordance with the provisions of the IFA.

5. **Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties *via* Email and at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

<p>SCE:</p> <p>Southern California Edison Co.  CA-Innovation Village 2  Pomona, CA 91768  Attention: Ken Spear, Sr. Project  Manager, Project Development &amp;  Execution, Riverside Transmission  Reliability Project (RTRP)  Office number: 909-274-3873  Email: <a href="mailto:Kenneth.Spear@sce.com">Kenneth.Spear@sce.com</a></p>	<p>City of Riverside Public Utilities Department:</p> <p>City of Riverside Public Utilities Department  3750 University Avenue, 3<sup>rd</sup> Floor  Riverside, CA 92501  Attention: Todd Corbin, General Manager  Office number: 951-826-5772  Email: <a href="mailto:TCorbin@riversideca.gov">TCorbin@riversideca.gov</a></p>
--	--

Such notice may be provided by personal delivery, by first class mail, by express delivery or by email transmission, Notice shall be deemed to made as follows: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (C) when sent by express delivery, upon delivery as documented by the delivery service; and (D) when sent via facsimile transmission, upon actual delivery as documented by any verifiable facsimile transmission record. Facsimile transmissions shall be followed by first class delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

6. **Cooperation and Further Acts.** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

7. **Stop Work Authority.** Both RPU and SCE shall have the right to stop performance of the RTRP Common Work if any portion of the RTRP Common Work fails at any time to conform to the applicable specifications and/or if work conditions are deemed to be imminently hazardous to persons, property or the environment. In the event that any stop of the RTRP Common Work is issued by RPU and/or SCE, SCE and RPU shall meet and confer within two (2) business days to discuss the reason(s) for stopping the RTRP Common Work and identifying any needed steps to resume the RTRP Common Work. Either Party may invoke the Dispute Resolution provisions of Section 8 in order to determine responsibility for any additional costs incurred by stopping the RTRP Common Work. Nothing in this Section precludes RPU from stopping the RTRP Common Work for other reasons consistent with RPU's contract(s) with the consultants and/or contractors performing the RTRP Common Work.

8. **Dispute Resolution.** If a dispute arises under this Agreement, the Parties shall make a good faith effort to cooperate and collaborate with each other for the purpose of negotiating a mutually agreeable resolution to attain the purposes of this Agreement. Should there be substantial disagreement, the Parties shall resolve the dispute by scheduling a meeting with personnel and/or management that have authority to reach a resolution within fifteen (15) calendar days of written notification to the other Party by the disagreeing Party. If after such meeting the Parties are unable to resolve the dispute within an additional fifteen (15) calendar days from the date of such meeting, then the Parties agree to submit the matter for resolution to non-binding arbitration or mediation in Los Angeles or Riverside County, California or an alternative location mutually acceptable to both Parties. In the event either party is dissatisfied with the decision reached by the arbitrators or mediators, such Party may pursue adjudication of the dispute in a court of law. Consistent with Section 8, each Party shall be responsible for his or its own attorneys' fees and costs, but the fees and costs of the arbitrator or mediator referenced herein shall be paid equally by each Party.

9. **Attorneys' Fees.** If any Party commences an action against another Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, all parties shall bear their own attorneys' fees and costs.

10. **Indemnification.** Each Party shall indemnify and hold the other Party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying Party or its officials, officers, employees and agents related to the performance of this Agreement or the completion or maintenance of the RTRP Common Work, including attorneys' fees and other related costs and expenses; provided, however, that employees of any Party shall not be deemed to be agents of any other Party for purposes of this Section. Notwithstanding the foregoing, the indemnifying Party shall not settle any lawsuit with respect to the other Party to this Agreement without such Party's consent, which consent shall not be unreasonably withheld.

11. **Entire Agreement; Amendments.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

12. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any cause of action arising under this Agreement shall be in either Riverside County or Los Angeles County, California.

13. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

14. **Assignment or Transfer.** No Party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

15. **Construction, References and Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to any Party shall include all officials, officers, employees and agents of that Party, except as otherwise specified in this Agreement. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give any other Party any contractual rights by custom, estoppel, or otherwise.

17. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of any right or obligation assumed by the Parties.

18. **Invalidity and Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the Parties to this Agreement, the Parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any Party, such Party may terminate this Agreement as soon as is reasonably practicable or as required by law.



19. **Authority to Execute Agreement.** Each Party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party also warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party hereto.

20. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

*[Signatures on next page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: \_\_\_\_\_  
Jill Horswell  
Director

**CITY OF RIVERSIDE,**

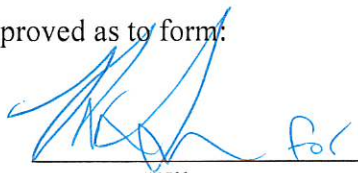
a California charter city and municipal corporation

by: \_\_\_\_\_  
Michael Moore  
Interim City Manager

Attest:

By: \_\_\_\_\_  
Donesia Gause  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
Susan D. Wilson  
Assistant City Attorney

**EXHIBIT A**

**SCE-RPU Common Work Cost Division**

**Exhibit A  
RTRP Common Work**

Item	Project Activity/Task Description	Work Performed For	Entity Responsible for Costs	Work Performed By	% of Activity/Task Costs to be paid
1	Pre-Construction (Design) substation site investigations necessary to perform design and construction activities (e.g., Surveying, Mapping, GPR locating, LiDar, Potholing, Geotech services)	SCE, RPU	SCE, RPU	RPU (City), RPU Consultant/Contractor	50%
2	Pre-Construction (Design) substation site development: e.g., grading, erosion/sedimentation control, and retaining wall design and associated activities, external paving (Outside of the substations), curb & gutter	SCE, RPU	SCE, RPU	RPU (City), Consultant	50%
3	Pre-Construction (Design) substations perimeter walls, gates, access, and landscaping	SCE, RPU	SCE, RPU	RPU (City), Consultant	50%
4	Construction of substations grading, Wilderness Substation access road, bedrock crushing and excavation, retaining walls, Wilderness Street improvements and streetlights, soil testing during grading, common fence separating the two substations, and all other associated activities as part of grading not specified herein (Exhibit A).	SCE, RPU	SCE, RPU	RPU (City), RPU Consultant/Contractor	50%
5	Site security during and after construction of substation grading and street improvement throughout the contract duration	SCE, RPU	SCE, RPU	RPU (City), RPU Contractor	50%
6	Easements (e.g., Ed Perlic emergency access, Wildlife east wall, access off Wilderness Ave, detention basin roads) <sup>1</sup>	SCE	SCE	RPU (City)	100%
7	Construction of Wildlife Substation storm drain basin, basin fence and dirt road; Post grading maintenance of erosion control plans <sup>1</sup>	SCE	SCE	RPU (City), RPU Contractor	100%
8	RPU's MSHCP processing, support, and costs associated with SCE's 230kV transmission lines <sup>1</sup>	SCE	SCE	RPU, RPU Consultant	100%
9	RPU's Support functions (appraisals, legal review, property services costs, etc.) for LWCF Processing related to 230kV lines <sup>1</sup>	SCE	SCE	RPU, RPU Consultant	100%
10	Construction of Wilderness Substation storm drain basin, basin fence and Ed Perlic access road; construction of Wilderness Substation water and sewer utilities; construction of Ed Perlic Street improvements and streetlights <sup>2</sup>	RPU	RPU	RPU (City), RPU Contractor	100%
11	RPU's MSHCP Processing and costs associated with the 69kV transmission lines <sup>2</sup>	RPU	RPU	RPU, RPU Consultant	100%

**EXHIBIT B**

**FORM OF TEMPORARY ENTRY PERMIT**

**TEMPORARY ENTRY PERMIT**

This Temporary Entry Permit (this Permit) is entered into by and between Southern California Edison Company (SCE) and the City of Riverside (Permittee) as of [\_\_\_\_\_] (Effective Date).

**PURPOSE:** This Permit is being given in connection with that certain Cost Sharing Agreement by and between SCE and Permittee dated as of [\_\_\_\_\_] (the Cost Sharing Agreement). Permittee is hereby permitted to enter onto SCE's property located at [ADDRESS] in the City of Riverside, County of Riverside, State of California (Premises) to conduct the RTRP Common Work, as defined in the Cost Sharing Agreement. Permittee's use of the Premises for any purpose other than identified in accordance with this Permit shall be grounds for immediate termination of this Permit as determined by SCE in its sole discretion.

**TERM:** Commencing XXXX Ending XXXX

**SUBJECT TO:** All licenses, covenants, conditions, restrictions, reservations, rights and easements, and/or any other encumbrances on the property, whether of record or not.

**INDEMNIFICATION/INSURANCE:** Permittee agrees, for itself, and for its and their agents and employees and any person or persons claiming under the Permittee, to save harmless and indemnify SCE, its successors and assigns, and its and their officers, agents, employees, tenants, licensees and Permittees from and against all claims, demands, loss, damage, actions, causes of action, expense and/or liability arising or growing out of loss of or damage to property including the property of SCE, its successors and assigns, and its and their officers, agents, employees, tenants, licensees, and Permittees or injury to or death of persons resulting in any manner, directly or indirectly, from the maintenance, use, operation, repair or presence of said use. Permittee further agrees to insure its liabilities, which may arise from its activities hereunder by the purchase of:

(a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000 each accident, disease/each employee, and disease/policy limit. Permittee shall require its insurer to waive all rights of subrogation against SCE, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of SCE.

(b) Commercial General Liability insurance, including contractual liability and products liability, with limits not less than \$5,000,000 per occurrence. Such insurance shall: (i) name SCE, its officers, agents and employees as additional insureds, but only for Permittee's acts or omissions; (ii) be primary for all purposes (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against SCE, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of SCE.

(c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Premises.

Permittee shall provide SCE with proof of such insurance by submission of certificates of insurance at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to SCE, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to SCE, and shall be primary and non-contributory with any insurance or self-insurance maintained by SCE. The parties agree that Permittee may provide the required insurances through its program of self-insurance.

**WARRANTY:** It is expressly understood and agreed that Permittee takes the Premises as is, and that SCE makes no representation, covenant, warranty or promise that the said Premises are fit for any particular use for which this Permit was entered, into and Permittee has not relied on any such representation, covenant, warranty or promise.

**ASSIGNMENT:** This permit is for the sole use and privilege of Permittee, and cannot be assigned or transferred. Any attempt to do so may render this permit voidable at SCE's discretion.

**TERMINATION:** This permit is revocable immediately at the sole option and discretion of SCE, and the Permittee agrees to peaceably surrender the Premises upon written or oral demand by SCE or its authorized representative.

**AUTHORITY:** This permit is issued subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. Permittee agrees to comply with all applicable federal, state, and local laws, permitting, and regulations.

**RESTRICTIONS:**

1. Permittee will not repair or refuel, or permit to be repaired or refueled, any vehicles or mechanized equipment within the Premises.
2. No buildings, structures, or accumulation of flammable or combustible materials or explosives shall be permitted on the Premises. No storage of gasoline, diesel, propane, or any other type of fuel will be permitted on the Premises.
3. Upon termination of this permit the Permittee agrees to leave the Premises in a condition satisfactory to SCE.
4. Permittee shall not engage in, or permit any other party to engage in, any activity on the Premises that violates any federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste ("Hazardous Materials"), including but not limited to, the importing of foreign soils, crushed asphalt and other oil products. Permittee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to disclosure of Hazardous Materials. Permittee shall comply with all applicable federal, state, or local laws, rules, and regulations pertaining to the storage and/or discharge of Hazardous Materials. Permittee shall indemnify and hold SCE, its directors, officers, agents and employees and its successors and assigns harmless from any and all claims, loss, damage, actions, causes of actions, expenses and/or liability arising from leaks of, spills of, releases of, and/or contamination by or from Hazardous Materials as defined by applicable laws, rules or regulations, which arise during or after the Permit term, and are attributable to the actions of, or failure to act by, Permittee or any person claiming under Permittee.

**SIGNATURE AUTHORITY:** Each of the persons executing this Permit warrants and represents that he or she has the full and complete authority to enter into this Permit on behalf of the Party for which he or she is signing, and to bind said Party to the permits, agreements, covenants and terms contained herein.

**COUNTERPARTS:** This Permit may be signed in one or more counterparts, each of which shall constitute an original.

[Signatures on next page]

IN WITNESS WHEREOF, SCE and Permittee have executed this Permit by their respective duly authorized representatives as of the Effective Date.



XXXX  
 XXXX  
 XXXX  
 (XXX) XXX-XXXX Phone

\_\_\_\_\_  
**Permittee Signature**

\_\_\_\_\_  
 Printed Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
**BRIAN SABINS**  
 Real Estate Advisor  
 Real Properties / Land Management  
 2 Innovation Way, 2<sup>nd</sup> floor  
 Pomona, CA 91768

Date: \_\_\_\_\_