

STANDARD FLOOD CONTROL PERMIT PROVISIONS

1. This permit is valid only for the purpose specified herein. No change of purpose as outlined in application or drawings submitted with application is permitted except upon written permission of the Chief Engineer or his representative.
2. Activities and uses authorized under this permit are subject to any instructions of the Chief Engineer or his representative. **ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.**
3. Permittee shall be responsible for notifying their contractor and all subcontractors of the provisions of this permit.
4. Permittee (including its contractors and subcontractors) shall indemnify, defend (with counsel reasonably satisfactory to District and the County of Los Angeles), and hold harmless District and the County of Los Angeles, and their elected and appointed officers, employees and agents, from and against any and all claims, expenses (including court costs and reasonable attorney and expert witness fees) demands, liabilities, losses, or causes of action of whatsoever nature or character, for injury, illness or death or loss of, damage to or destruction of property which arises out of, or is in any way connected to, the activities of Permittee described in this Permit.

This indemnification shall survive in its entirety the termination or revocation of this Permit, and shall remain in full force and effect in perpetuity, unless agreed to otherwise in writing by the District.

5. Permittee shall protect all District facilities where the proposed work comes in close proximity to the District facilities. Any damage caused to Flood Control structures by reason of exercise of this permit shall be repaired, at the permittee's sole expense, to the satisfaction of the District. Should the permittee neglect to promptly make repairs, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.
6. Any structure or portions thereof or plantings placed on District rights of way or which affect District structures must be removed, revised, and/or relocated by permittee without cost to the District, or any other public agency the District shall so designate, should future activities or policy so require.
7. Unless authorized by this permit, permittee shall not prune, deface, destroy or remove any tree or landscaping growing or to grow upon the District right of way.
8. This permit is valid only to the extent of District jurisdiction. Acquisition of permits required by other affected agencies and consent of underlying fee owner(s) of District easement lands are the responsibility of the permittee. **NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE DISTRICT.**
9. This permit is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified by this permit. Permittee shall make his own arrangements with holders of such prior rights.
10. Ingress and egress shall be at locations approved by the District's representative.
11. Permittee shall keep the District's right of way clear of obstructions for through access at all times and shall not interfere with the activities of the District's representative. Permittee shall be prepared to remove all material or equipment upon notice to accommodate District's operation and maintenance needs.
12. Permittee shall not use District's right of way for the temporary or permanent storage of excavated materials, rock, sand, cement, or other material, or any equipment, except as specifically noted.
13. Unless otherwise specified herein, this permit may be revoked or canceled at any time by the Chief Engineer or his representative when required for District purposes.
14. Upon written notice of cancellation or revocation of this permit for any cause whatsoever, permittee shall restore District right of way and structures to their condition prior to the issuance of the permit and then shall vacate District property. Should permittee neglect to restore the premises or structures to a condition satisfactory to the Chief Engineer

or his representative, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.

15. Permittee will be subject to fines from the California Regional Water Quality Control Board, the California Department of Fish and Game, and the United States Coast Guard for any water pollution resulting from these activities.

16. In the event of a District employee work stoppage, the Chief Engineer or his representative reserves the right to suspend all activity authorized under this permit which requires inspection by the District. Activity authorized by the permit shall not resume until District approval to do so is given.

17. Unless otherwise specifically provided, all costs incurred by permittee as a result of the conditions of the permit or exercise by District of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the permittee.