



STANDARD CONDITIONS FOR AGREEMENT

1. The use of, or construction within, the right-of-way of the Delta Farms Water Control District will be in accordance with the permit manual, details and the drawing(s) supporting this application; and, if any changes are required, these must be approved by the District.
2. Permittee shall not discharge any pollutants, contaminants or deleterious materials into waters or structures owned or maintained by, or subject to the jurisdiction of the District, nor permit anything to obstruct the flow of water. The Permittee shall also save and hold the District harmless from any expense, loss or damage - whether to the District or others - by any such discharge or obstruction. The Permittee shall immediately remedy or remove the discharge or the obstruction immediately upon the request of the District. Off-site discharges from the project into District water bodies shall meet or exceed current or future Federal and State Water Quality Standards.
3. Applicants are strongly encouraged to implement to the optimal degree possible Best Management Practices (BMP's) and other recognized water quality improvement actions to reduce the off-site transport of vegetation and sediment material.
4. Permittee assumes full responsibility for any construction, operation, or maintenance of District property or right-of-way subject to this Permit and shall save and hold harmless the District from any expense, loss, damage or claim in regard thereto; the District shall have no liability in connection therewith.
5. This Permit may not be assigned or subletted to a third party, and any transfer of Permittee's property abutting the District's property or right-of-way shall, ipso facto and without move, cancel, nullify and revoke this Permit.
6. This Permit is subject always to the paramount right of the District to keep and maintain its drainage functions and operations and is subject to revocation and cancellation upon 30 days' notice from the District to Permittee.
7. In no event shall the District be liable for any damages done or caused by the District to the public, to Permittee, or to any other person using right-of-way or property subject to this Permit, and Permittee shall save the District, its officers, agents, supervisors and employees harmless from any costs, charge or expense of claim or demand of any person against the District arising from or pertaining to any use made of the property or right-of-way subject to this Permit. Permittee shall, at any time upon request of the District, provide to the District evidence, satisfactory to the District, of liability insurance coverage, in amounts and with companies as may be required by the District, protecting the Interests of the District and naming the District as an additional insured.
8. The District may, on 30 days' written notice to Permittee, require removal and/or alteration of any installation or construction on the District's right-of-way.
9. Any construction on the District's right-of-way or property and clean-up shall be completed promptly by the Permittee and in a workmanlike manner, with minimum disturbance to existing berm, channel slopes, and grade. Proper restoration and planting of any disturbed areas to prevent erosion shall be made within 10 days after completion of construction or installation.
10. Permittee shall advise the District's office of all construction, both prior to commencement and upon completion. **Carter Associates Telephone: (772) 562-4191**
11. Permittee, as a condition to the continuance of this Permit, shall reimburse the District, immediately upon demand, for any expenses incurred by the District arising from Permittee's use of the District facilities.
12. Applicant is cautioned that electrical, water and sewer, or other installations may already be located within the construction area, and applicant shall use diligent efforts to detect and locate all such installations and shall coordinate construction with all users of said installations. Applicant shall be liable for all damages resulting from its interference with or interruption of services provided by these other Installations.
13. This Permit shall be considered to be a license only, for the limited purpose of installation, placement, and maintenance of the improvements specified on the face hereof, and does not convey any other right, title or interest held by the District.
14. The permit applicant is required to submit within thirty (30) calendar days of project completion, written acknowledgment the permitted project was constructed in complete accordance with applicable and approved plans, and reflects sound engineering practices, and the constructed project poses no detrimental impacts to other users within the DFWCD system. This project completion acknowledgment can be in the form of a letter, signed by the permit applicant, attesting to the fact the project was completed in complete accordance with approved plan details and may also require the submission of detailed, signed and sealed " as-built" drawings.