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October 23, 2018

Mr. Frank Stewart
40 Acres Homeowner's Water Association
120 Ocean View Road
Bishop, CA 93514

Dear Mr. Stewart:

Subject: Request to Replace Water Diversion Structure – Round Valley - Inyo County

This is in response to your letter dated August 24, 2018, requesting permission for the 40 Acres Homeowner's Water Association (Association) to replace an existing water diversion structure on City of Los Angeles (City) property, located just south of the 40 Acres subdivision in Round Valley, Inyo County.

Permission is contingent on the Los Angeles Department of Water and Power (LADWP) receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this letter to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If it has not been returned within 30 days, we will assume that you no longer plan to do this work and this permission shall be considered null and void.

This permission is subject to the following terms and conditions:

1. Replacement of the diversion structure shall be completed between January 15, 2019, and February 15, 2019. In the event weather or other factors require additional time, it will be necessary for you to telephone our Real Estate office at (760) 873-0370 and request an extension.
2. Permission expressed herein does not extend beyond City owned property. All contracts, approvals, or permits from jurisdictional, federal, state, or county agencies or private parties, and compliance with all applicable requirements, shall be your responsibility. A copy of all such contracts, approvals or permits shall be submitted to our office prior to the commencement of any work.

3. The permission granted herein is for the work described above. Any changes to the proposed work must be approved, in writing, prior to commencing any additional work.
4. Please contact Mr. Benjamin E. Butler, Senior Hydrographer, at (760) 873-0267 to coordinate changes to water flow as may be necessary to accommodate the work.
5. You will not disturb any historic or pre historic resources found either on the surface or sub surface. It is your responsibility to correctly identify if these cultural resources are present in the area of your planned activity, and any damages that you may incur will be fully mitigated by you or your organization. If, in the process of your activities, you encounter any historic or pre historic resources, you will contact Mr. John Hays, Watershed Resources Specialist, at (760) 873-0206.
6. The premises shall be left in a satisfactory condition, free from rubbish and other unsightly matter.
7. Care shall be taken to minimize disturbance to groundcover and other vegetation in the area.
8. The diversion structure shall remain the property of the Association and it shall be the responsibility of the Association to maintain said structure.
9. Please notify our office when the installation has been completed, so that we may inspect it and update our files.
10. The acceptance and exercise of this permission shall be without liability or expense to the City of Los Angeles and the Department of Water and Power.
11. Indemnification – General: The Association acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles (City), the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, “Indemnitees”), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the

Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to the Association's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this permission or to the premises covered under this permission, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this permission that give rise to future claims, even if the actual claim comes against the Indemnitees after the permission has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this permission.

12. Indemnification – Environmental: The Association on behalf of itself and its successors, assigns, and sub permittees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles (City), the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including the Association's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by the Association of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste,

Mr. Frank Stewart
Page 4
October 23, 2018

resulting from or incident to the presence upon or performance of activities by the Association or its personnel with respect to the subject area/property covered under this permission, on the part of the Association or its officers, agents, employees, or sub permittees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

If you have any questions regarding this permission, please write to our office at the above-noted address, or you may telephone Mr. Scott Cimino, Real Estate Officer, at (760) 873-0369 or (760) 873-0370. Again, this permission will not be valid unless a signed copy of this letter has been returned to this office.

Sincerely,



Clarence E. Martin
Manager of Aqueduct

SC:vg
Enclosure (to be signed and returned)
c: Mr. Benjamin E. Butler
Mr. John Hays
Mr. Scott Cimino
Real Estate

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS PERMISSION AS BINDING ON BEHALF OF THE ENTITY TO WHOM SAID PERMISSION IS GRANTED.	
DATED:	<u>10-30-18</u>
BY:	<u>Frank Stewart</u>
	SIGNATURE

PRESIDENT
40 ACRES HOMEOWNERS
WATER ASSOCIATION