

LICENSE AGREEMENT
FOR
RECREATIONAL VEHICLES PARKING

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Licensor (sometimes hereinafter referred to as the "LADWP"), gives permission to ^ _____, Licensee, whose address is ^ _____, to use certain real property (sometimes hereinafter referred to as "licensed area") which is owned by the City of Los Angeles and under the jurisdiction and control of said LADWP for the purpose of recreational vehicles (RV) parking and installation of paving and other improvements necessary for such use affecting LADWP's ^ _____ Transmission Line Right of Way No. ^ ____ near Tower ^ _____, in the vicinity of ^ _____. The licensed area is shown ^ _____ on the drawing marked Exhibit "A" and in accordance with the development drawing marked Exhibit "B", attached hereto and made a part hereof. The gross licensed area is estimated to be ^ _____ square feet/acre(s). LADWP finds that: (1) the property to be licensed is not presently needed for LADWP purposes; and (2) the grant of the License Agreement (License) will not interfere with LADWP purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. Definitions

- (a)RV: As used herein, is defined as a truck, van, motor home, travel trailers, or other vehicles designed for use as living quarters used for overnight recreational activities and travel.

- (b)Vehicles: As used herein include easily movable passenger vehicles, trucks, buses, vans, tractors, and other self-propelled transportation mechanisms. Such vehicles shall be maintained so they can be driven under their own power at anytime.
- (c)Vehicle Parking: As used herein is defined as leaving unattended vehicles parked for a period not to exceed 24 hours within the designated areas set forth herein.
- (d)Vehicle Storage: As used herein is defined as leaving unattended vehicles parked for a period exceeding 24 hours within the designated areas set forth herein.
- (e)Non-Vehicles: As used herein include shipping containers and other equipment that is not self-propelled shall not be allowed on the transmission line right-of-way.

2. The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use said real property for the public purposes to which it now is and may, at the option of Licensor, be devoted. Licensee undertakes and agrees to use said real property and to exercise this license jointly with Licensor, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of said licensed area by Licensor.

3. Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and said LADWP in said real property, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of said licensed area shall be referable solely to the permission herein given.

4. This License shall commence on ^_____ and terminate on ^_____.

5. Upon commencement of this License, Licensee agrees to pay to Licensor the following sums:

First year: ^_____ Dollars
 20__ - 20__ (\$^_____)

Second year: ^_____ Dollars
 20__ - 20__ (\$^_____)

Third year: ^_____ Dollars
 20__ - 20__ (\$^_____)

Fourth year: ^_____ Dollars
 20__ - 20__ (\$^_____)

Fifth year: ^_____ Dollars
 20__ - 20__ (\$^_____)

Hold-Over: _____ Dollars
 (date after termination (\$^_____))

After initial rental payment, all payments shall be made annually in advance, no later than the anniversary date of the commencement of this License, for each year of said term.

All payments subsequent to the initial payment shall reference LADWP File P-^_____, and sent to the following address:

Los Angeles Department of Water and Power
Billing Project and Claims
P.O. Box 51212, Room 450
Los Angeles, California 90051

6. If Licensee fails to pay the rent in full within ten days after it is due, Licensee is in default and Licensor may terminate the License; provided, however, that Licensor may not terminate this License until it has given Licensee written notice of non-receipt of rent and ten days thereafter to make such rent payment. Licensee shall pay Licensor a late charge of ten percent of the amount due, plus interest on all overdue rent amounts at a rate of ten percent per annum. By this provision, Licensor does not waive the right to insist on payment of the rent in full on the day it is due.

If any check offered by Licensee in payment of rent or any other amount due under this License is returned for any reason other than that caused by Licensor's negligence, Licensee shall pay to Licensor a check-return processing charge in the amount of \$50.

7. Licensee shall notify Licensor of any changes in Licensee's mailing address and daytime telephone number within ten days of changes. Any notice to Licensor shall be given by delivering such notice to the Real Estate Section of said LADWP or by sending such notice by mail addressed to the Real Estate Section, Los Angeles Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

Any notice to Licensee shall be given by delivering such notice to:

With a copy to:

8. Regardless of the manner or duration of use or occupancy of said licensed area by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this License may be terminated at anytime without cause for any reason or no reason at all at the option of the Licensor by giving 30 days' written notice of termination. Any notice hereunder to Licensee shall be given by delivering the same to Licensee personally, or by mailing the same addressed to Licensee at the address above given, or to such other address as Licensee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

9. This License may be revoked by Licensor in the event of any failure or refusal on the part of Licensee to comply or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Licensee personally or by mailing the same to Licensee. Failure by Licensor to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

10. Licensee shall post a security deposit in the amount of (fifth year license amount) to assure compliance with the terms and conditions of the License. Security deposit shall be in the form of a cashier's check or a performance bond. No interest shall accrue on this deposit.

11. Licensee shall post a restoration deposit in the amount of (fifth year license amount) to assure restoration of the licensed area when Licensee vacates the licensed area. Restoration deposit shall be in the form of a cashier's check or a performance bond. No interest shall accrue on this deposit.

12. Rent shall be prorated from the date said licensed area is restored in a clean and orderly condition as determined by Licensor.

Upon any termination of this License, Licensee shall surrender the licensed area in a neat and clean condition. Licensee shall complete restoration of the licensed area to its original condition or better prior to termination of this License. Restoration of the licensed area shall include, but not be limited to, removal of all of the Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensee shall call LADWP's Real Estate Section at (213) 367-0564 to make arrangements for a site inspection of Licensee's improvements on the licensed area in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the Licensor. This obligation shall survive the termination of this License.

Upon expiration or termination of this License, Licensor will expeditiously conduct an inspection of the licensed area to determine if restoration has been completed by Licensee. If Licensor determines that restoration has not been completed upon expiration or termination of this License, Licensor may restore said licensed area entirely at the risk and expense of the Licensee. The cost for said restoration by Licensor shall be deducted from the Licensee's restoration deposit. If Licensee's restoration deposit is insufficient to cover the restoration costs, Licensor will bill the Licensee, and Licensee shall promptly pay Licensor for the restoration costs in excess of the Licensee's restoration deposit.

Within 30 days of determining that Licensee has satisfactorily completed restoration of the licensed area, Licensor will return the remaining balance of Licensee's restoration deposit.

13. Six months prior to the expiration of this License, Licensee shall notify the Real Estate Section in writing of its desire to remain or vacate the licensed area upon expiration of the License. The written notice must have the Licensee's current contact information, such as phone number, fax number, cell phone number, email, and address. Upon expiration of this

License, Licensee shall be subject to all conditions set forth in this License until Licensee's occupation ends or the License is renewed. The hold-over license fee stated on Section 5 shall apply.

13. All work completed, pursuant to the terms of this License, shall be completed in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.

14. (a) Licensee has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and Licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its 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 liens, 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 Licensee's employees, 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, incidental to, or connected in any manner to this License to the premises covered under this License, regardless of any negligence on the part of Indemnitees, except for the active negligence or willful misconduct of LADWP. This indemnity shall apply whether occurring during the term of this License and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License.

(b) Licensee on behalf of itself and its successors, assigns, and sub-Licensees further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, 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 Licensor, defend by counsel satisfactory to the Licensor, 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 Licensee employees and agents, 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 Licensee of any term and/or condition of this contract, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its personnel with respect to the subject area/property covered under this License, on the part of the Licensee, or the Licensee officers, agents,

employees, or sub-Licensee of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of LADWP. This indemnity shall apply whether occurring during the term of this contract and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License.

15. Licensee shall neither hold Licensor liable for nor seek indemnity from Licensor for any damage to the Licensee's equipment and/or improvements due to future construction or reconstruction by Licensor within the licensed area. Licensor shall notify Licensee of any pending construction by Licensor to enable Licensee to protect its equipment and/or improvements.

16. Licensee shall pay for all materials placed upon, joined, or affixed to said licensed area by or at the instance of Licensee, shall pay in full all persons who perform labor upon said licensed area at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said licensed area for any work completed or materials furnished thereon at the instance or request of Licensee. Licensee shall provide Licensor notice in writing of any liens levied against the licensed area. Licensee shall have 15 days to cause the removal of any such liens and if such liens are not removed, Licensor may pay any amount owed and cause their removal. Licensor shall bill the Licensee for the amount paid out by Licensor in removing such liens. Licensee shall have 15 days to repay the funds expended by Licensor necessary to remove such lien. Failure to comply with the requirements of this section shall be considered a default and Licensor shall have the right but not the obligation to terminate this License. The exercise by Licensor of its right to terminate under this section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by Licensor.

17. Licensee may not assign, or otherwise transfer all or any part of its interest in this License or the licensed area without the prior written consent of the Licensor; however, Licensee may, upon written notice to Licensor, assign its interest to its parent company, any subsidiary or affiliates of it of its parent company, or to any successor-in-interests or entity acquiring 51 percent or more of its stock or assets, upon written notice to Licensor, subject to the assignee assuming all of Licensee's obligations herein.

18. Licensee shall obtain and keep in force during the term of this License the insurance coverage specified in Attachment A, (Insurance Requirements). Licensee shall provide Licensor with evidence of insurance from insurers acceptable to Licensor and in a form acceptable to Licensor. Licensor shall provide Licensee with insurance endorsement forms for use in showing evidence of the required coverage. Instructions for completing, executing, and submitting evidence of insurance are attached thereto. Licensor may, from time to time, reasonably require the Licensee to secure and maintain additional insurance coverage not specified in Attachment "A", and/or increase the coverage amount required therein.

19. Licensee hereby acknowledges that this License is a License only and does not constitute a lease of, invitation or obligation to lease, or any present or future interest in real property.

20. Licensee, by executing this License and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of

any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

21. Licensee is hereby notified that facilities of other licensees of Licensor may exist on the licensed area. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all such installations. Licensor and any of its licensees will take reasonable precautions and actions to avoid infringement, interference, or damage to Licensee's equipment and/or improvements.

22. Licensee shall be responsible for the training of its personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment, and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.

23. During and upon termination of the License for whatever reason, the Licensee shall be responsible, to the extent caused by or introduced onto the licensed area as a result of the use of the licensed area by Licensee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the licensed area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et. seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11 001 et. seq.); the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.]; the California Hazardous Substances Account Act (H&SC §§25300 et. seq.); the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et. seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et. seq.) together with any amendments of, or regulations promulgated under the statutes cited above, and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the licensed area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Licensor and any governmental body having jurisdiction there over.

24. Exhibit "B" may be a tentative plan. Construction shall not commence until final electrical, civil, and mechanical engineering plans have been reviewed and approved in writing by Licensor.

25. "As Constructed" drawings showing all plans and profiles of the Licensee's improvements shall be furnished to the Los Angeles Department of Water and Power, Attention: Manager of Real Estate, P.O. Box 51111, Room 1031, Los Angeles, California 90051-0100, within five days after completion of Licensee's improvements.

26. If Licensor determines at any time that Licensee's efforts are hazardous or detrimental to Licensor's transmission line right-of-way, Licensor shall have the right to immediately terminate said construction.

27. This contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the City of Los Angeles (City) Administrative Code as amended. The Ordinance requires that, unless specific exemptions apply, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involves an expenditure or receipt in excess of \$25,000 and a contract term of at least three months; Licensee or certain recipients of City financial assistance, generally, shall provide the following:

- (a) Payment of a minimum initial wage rate to employees as defined in the LWO.
- (b) Provision of compensated days off annually for sick leave, vacation or personal necessity at the employee's request, and additional days annually of uncompensated time off for sick leave as prescribed in the LWO.

Under the provisions of Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the Licensee or financial assistance recipient violated the provisions of the referenced Code Section. For additional information, please contact the Office of the City Administrative Officer at (213) 978-7650.

28. This License is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders, as shown on Exhibit "C". Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of the License subjecting the License to termination where such failure shall continue for more than 90 days after such notice of such failure to Licensee by Licensor or City.

29. The Licensee shall obtain and keep in full force and effect during the term of the License all Business Tax Registration Certificates (BTRC) required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter II, Section 21.00 and following, of the Los Angeles Municipal Code. For additional information regarding applicability of the City Business Tax Registration, contact the Office of Finance at (213) 473-5901.

30. Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

Licensee shall not use any existing utility system prior to the transfer of financial responsibility to Licensee with the appropriate utility company supplying existing service.

31. Licensee shall not use Licensor's property to satisfy any zoning demands, zoning variances, open space or parking requirements, and any other governmentally imposed conditions for building plans and permits.

32. At Licensee's expense, Licensee shall be responsible for obtaining all conditional use permits and environmental impact reports required to develop and use the licensed area for RV parking.

33. Licensee shall be responsible for the operation and maintenance of the licensed area; and said licensed area shall be kept in a neat and clean condition, including landscaping and parkways between fences and public streets, as listed and described in Exhibit "D".

34. Licensor shall not be liable for any damage to vehicles or improvements resulting from Licensor's operation and maintenance and from any construction or reconstruction of Licensor's transmission line right-of-way.

35. Licensee shall take all necessary measures to minimize disturbances to neighboring businesses or nearby residences and shall assume the responsibility of resolving any complaints/disputes from adjacent property owners or the public, arising out of Licensee's use and enjoyment of the licensed area. Any inquiries or complaints brought to the attention of Licensor shall be directed to the Licensee's _____ at (XXX) XXX-XXXX.

36. Licensee must post and maintain on site the required signage, which includes but not limited to the following information, at a designated location approved by Licensor:

- (a) Licensee's 24-hour contact name
- (b) Licensee's 24-hour phone number
- (c) License Agreement Number

37. Licensee, its employees, agents, and contractors shall not at any time, physically access, climb upon, build or attach on, or in any way modify LADWP's transmission tower.

In the event whereby damage occurred on a transmission line tower, Licensor must be notified immediately. LADWP personnel will conduct an assessment and appropriate measures to find out the extent of the damage. Licensee agrees to reimburse Licensor for the cost to repair the tower. Five thousand dollars (\$5,000) is the minimum charges for a minor damage occurrence on a transmission line tower. The overall cost for each incident includes expenses for Real Estate, Transmission Construction and Maintenance, Transmission Engineering, Right of Way Engineering, Structural Engineering,

LADWP Shops, equipment usage, customized materials, and procurement processing, and easily exceeds the conservative minimum charge. Licensor reserves the right to increase the minimum charge, depending on the extent of tower damage.

38. Licensee shall access LADWP facility by conforming to LADWP security and operational procedures and shall take reasonable precautions to prevent unauthorized ingress and egress to LADWP property.

39. Licensee shall not place any equipment or improvements within the transmission line right-of-way except for those approved in writing by Licensor and shown on Exhibit "B.". Licensee shall obtain written approvals for changes or additions to said equipment or improvements prior to the construction of such changes or additions. Detailed drawings showing the proposed changes shall be submitted to LADWP's Real Estate Section within 60 days of the written approval. Licensor shall sign and date the drawings, which will then become a part of the License. Unapproved equipment or improvements found on the licensed area may be considered a breach of the License and subject to corrective actions.

40. During construction of Licensee's facilities, access across LADWP property to the licensed area shall be between the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday.

41. Licensee shall comply with the Water Conservation Ordinance approved by Mayor Antonio R. Villaraigosa on August 14, 2008. A list of the prohibited water uses and water saving tips is shown on Exhibit "E."

42. Licensee hereby acknowledges that this License is a license only and does not constitute a lease of or any interest in real property.

43. Licensee agrees that this license will not be recorded.

^****44. Licensee hereby acknowledges receipt of an information package consisting of:

^***** (a) Understanding EMF - Electric Magnetic Fields, Exhibit "F."

(b) Additional Information pertaining to EMF can be obtained via the Internet at: <http://www.ladwp.com/aboutdwp/environ/emf/emf.htm>.

Licensee undertakes and agrees to distribute all the information in said package to all personnel working under Licensee's direction and control.

45. Guidelines for RV Parking, as shown on Exhibit "G," are incorporated as terms of this License and unless otherwise specified herein, Licensee shall comply with the Guidelines for RV Parking.

46. This License shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States, as applicable, as if executed and to be performed wholly in the State of California.

47. An action brought to enforce this License shall commence in a court of competent jurisdiction in Los Angeles County where this License was entered into.

48. The Parties do not intend to create rights in or grant remedies to any Third Party as a beneficiary of this License or of any duty, covenant, obligation, or undertaking established under this License.

49. Any waiver at any time by either Party of its rights with respect to a default under this License, or with respect to any other matter arising in connection with this License, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right, shall not be deemed to be a waiver of such right, provided that all applicable statutory periods of limitation shall apply.

50. Each Party and its counsel have participated fully in the review and preparation of this License. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this License. The language in this License shall be interpreted as to its fair meaning and not strictly for or against either Party.

51. This License may be executed at different times in one or more counterparts, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same License.

52. Each party to this License shall bear its own attorney's fees and costs in the event of a dispute as to this License.

53. The signatories below represent that they have been appropriately authorized to enter into this License on behalf of the party for which they sign. This License is hereby executed as of the ____ day of _____, 2009.

^*****54. This license cancels and supersedes the License dated
^_____ (File No. ^_____, Document No. ^_____).

Dated_____

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

APPROVED:

ARAM BENYAMIN
Senior Assistant General Manager
Power System

By_____
S. DAVID FREEMAN
Interim General Manager

LICENSOR

^

^_____

LICENSEE

- ^* Delete this sentence if not applicable.
- ** Use for new license for construction.
- *** If other than T/L R/W, use appropriate contact section and telephone.
- **** This condition is to be in all T/L R/W licenses.
- ***** This item should always be the last condition on licenses that are being renewed. Do not use this item if it is a new license.
- ***** Add appropriate exhibit letter and print "EMF Exhibit" located in the forms drive.

Child Support Assignment Orders

A. Definitions

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

B. Mandatory Contract Provisions. Every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor

or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

C. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

D. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

E. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

F. **Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff.2-13-99.

**REQUIRED MAINTENANCE, BY LICENSEE, OF THE
LICENSED AREA, LANDSCAPING, PARKWAYS,
BETWEEN FENCES, AND PUBLIC STREET**

I. WORK

Landscape maintenance to include turf, shrub, tree, curb, walkway, and gutter maintenance.

II. TURF CARE

- a) MOWING: Turf shall be mowed twice a month within a rotary or reel type mower. Height of cut shall be $\frac{3}{4}$ " of an inch. When mowing, a grass catcher must be used.
- b) EDGING/TRIMMING: The edge of the grass shall be trimmed to a near and uniform line. Trim around all obstacles (sprinkler heads, valve box, backflow prevention device, etc.) to the same height and frequency as the rest of the lawn.

III. SHRUBS

- a) PRUNING: All shrubs shall be pruned to a height of no more than 4 feet and no less than 3 feet. Remove all clippings the same day as pruning.
- b) TRIMMING: Restrict growth of shrubbery to area behind curbs, and walkways, and keep within planter beds, away from wall and fences by 3 feet.
- c) REPLACEMENT: All damage, diseased, (untreatable) or dead shrubs due to licensee's negligence will be replaced at the Licensee's expense.

IV. TREE MAINTENANCE OF EXISTING TREES

- a) Maintain a 9-foot clearance for branches overhanging walks and 14-foot clearance for branches overhanging beyond curb line, into the paved section of streets, where applicable. Maximum height of trees shall be no more than 15 feet, unless otherwise approved by the Los Angeles Department of Water and Power (LADWP). Tree maintenance of all existing protected trees, as defined by the State, County, or City having jurisdiction thereover, shall be performed by or under the direction of an International Society of Arboriculture Certified Arborist.
- b) Remove all dead, broken diseased, insect infested branches, and stubs of any tree throughout the facilities.
- c) Shorten the length of limbs which extend beyond the natural perimeter of an otherwise symmetrical form.
- d) Remove weight off limbs that are likely to cause breakage. Remove cross limbs, water sprouts, and suckers.

- e) All vines growing on trees shall be removed without injury to the trees.
- f) Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wood by callus growth. This requires that the wound be as small as practicable, the cut be reasonably flush within the shoulder area, and that the cambium tissues at the edge of the cut be alive and healthy.
- g) Treatment of pruning cuts shall require that all cuts, new and old, one inch (1") in diameter or larger, be covered with an approved tree wood dressing.
- h) Trimming of the trees should also provide adequate clearance for any obstructed traffic control signs and signals, street light standard, mast-arm, globe, signs, yard lights, windows, entry ways, and private property.

V: WEED CONTROL

- a) Control weed and noxious grass growth in turf and shrub beds, and curb gutter expansion joints and walkway expansion joints and cracks.
- b) Weeds will be removed from all planted, areas, curbs, gutter, and walkway areas within a 10-day period from the time that they are first visible.
- c) The removal method can incorporate one or both of the following
 - Hand removal
 - Cultivation

VI: IRRIGATION

- a) Irrigation (including hand watering), as required to maintain adequate growth and appearance, shall be in accordance with a schedule most conducive to plant growth.
- b) Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, and humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather and/or hand watering with portable sprinklers.

VII: TRASH, GATES & FENCES, TRIMMING

- a) Remove all litter, trash and debris from the turf, curb, fences, gates, entry ways, and walkway, especially the area from the curb to the fence. This includes the public sidewalk, parkways, and greenbelt.

- b) Gates and fences should be maintained in their original condition, unless directed otherwise in writing by LADWP.
- c) All shrubbery, plants, vines, etc. should be trimmed, maintained, and kept in a neat, clean, and orderly manner.

EXHIBIT E

WATER SAVING TIPS

Fix leaky faucets, plumbing joints and your sprinkler system. Saves 20 gallons a day for every leak stopped.

Use a broom to clean driveways and sidewalks. Saves 150 gallons or more each time.

Shorten your showers. Even a one- or two-minute reduction can save up to 375 gallons per month.

Adjust your sprinklers so that water lands on your lawn or garden where it belongs - and only there. Saves 500 gallons a month.

Don't use the toilet as a wastebasket. Saves up to 200 gallons a month.

Run only full loads in the washing machine and dishwasher. Saves 300 to 800 gallons a month.

Use only as much water on your lawn as you need. Step on your grass. If it springs back when you lift your foot, it doesn't need water. Use the watering calculator and watering index found at www.bewaterwise.com to learn just how much you should water. Saves 750 to 1,500 gallons a month.

Replace your old washing machine with a new, high-efficiency model. Saves 20 to 30 gallons per load. Learn more about how you can receive a \$250 rebate from LADWP at www.ladwp.com.

Install a new "smart" sprinkler controller that applies the right amount of water for your landscape. These controllers can save 40 gallons a day.

WATER CONSERVATION ORDINANCE

IN LOS ANGELES, YOU CANNOT:

- Use water to wash any hard surfaces such as sidewalks, walkways, driveways or parking areas, unless flushing is needed to protect health and safety;
- Use water to clean, fill or maintain decorative fountains unless the water is part of a recirculating system;
- Serve water to customers in eating establishments unless requested;
- Permit leaks from any pipe or fixture to go unrepaired;
- Allow for the washing of a vehicle without using a hose with a self-closing, shut-off device;
- Permit watering during periods of rain;
- Irrigate landscaping between the hours of 9 a.m. and 4 p.m.;
- Water outdoors for more than 15 minutes per watering station, 10 minutes for other irrigation systems;
- Allow runoff onto streets and gutters from excessive watering;
- Install single-pass cooling systems in new buildings;
- Install non-recirculating systems in new car wash and commercial laundry systems;
- Permit large landscape areas to water without rain sensors that shut off irrigation systems; and

YOU SHOULD:

- Inform hotels and motel guests of the option to reuse towels;
- Allow for exemptions for using gray water.



Understanding EMF

Electric and Magnetic Fields

[LADWP Position Statement on EMF](#)

[Team Mission Statement on EMF](#)

[Links](#)

During recent years, questions have been raised about the possible health effects of 60-hertz (power frequency) electric and magnetic fields (EMF), which are found wherever you have electricity. This webpage contains easy-to-read information that will help you understand the EMF issue, plus practical tips you can use if you want to reduce your exposure at home and at work.

Can EMF Harm Your Health?

Electric and magnetic fields (EMF) are present wherever electricity flows - around appliances, power lines, in offices, schools and homes. Many researchers believe that if there is a risk of adverse health effects from EMF, it is probably low but warrants further investigation. Most, but not all, childhood studies have reported a weak association between estimates, but not direct measures, of residential magnetic field exposure and certain types of childhood cancer. Worker studies have shown mixed results. Laboratory experiments have shown that magnetic fields can cause changes in living cells. It is not clear whether these changes suggest any risk to human health.

Given the uncertainty of the issue, the medical and scientific communities have been unable to determine that EMF causes health effects or to establish any standard or level of exposure that is known to be either safe or harmful.

The Two Types of Fields

60-HERTZ MAGNETIC FIELDS	60-HERTZ ELECTRIC FIELDS
Can pass through most objects.	Can be blocked or partially shielded.
Get weaker with distance.	Get weaker with distance.
Are created by the current - or flow of electricity - through a wire, such as when an appliance is turned on.	Are produced by the voltage - or electrical "pressure" - in a wire, such as when an appliance is plugged in (but not turned on).

Magnetic Field Measurements

Magnetic Fields in the Home

Measurements are in milligauss (mG)

Home Appliances at	<i>1.2" away</i>	<i>12" away</i>	<i>39" away</i>
<i>Microwave Oven</i>	<i>750 to 4,000 mG</i>	<i>40 to 80 mG</i>	<i>3 to 8 mG</i>
<i>Clothes Washer</i>	<i>8 to 400 mG</i>	<i>2 to 30 mG</i>	<i>0.1 to 2 mG</i>
<i>Electric Range</i>	<i>60 to 2,000 mG</i>	<i>4 to 40 mG</i>	<i>0.1 to 1 mG</i>
<i>Fluorescent Lamp</i>	<i>400 to 4,000 mG</i>	<i>5 to 20 mG</i>	<i>0.1 to 0.3 mG</i>
<i>Hair Dryer</i>	<i>60 to 20,000 mG</i>	<i>1 to 70 mG</i>	<i>0.1 to 3 mG</i>
<i>Television</i>	<i>25 to 500 mG</i>	<i>0.4 to 20 mG</i>	<i>0.1 to 2 mG</i>

Source: Adapted from Gauger 1985

Magnetic Fields Outside

(Maximum range in California utilities will vary.)

Distribution Lines	1 to 80 milligauss under the line
Transmission Lines	1 to 300 milligauss edge of right-of-way

Research Is Ongoing

A number of research studies are now under way to determine if magnetic fields do pose any health risk and, if so, what aspect of the fields might be harmful. For example, at this time, no one knows whether the length of time in a field, the field strength, going "in and out" of a field, or combinations of these with other factors might be relevant.

What Is Being Done About EMF in California?

As a result of a 1993 decision by the California Public Utilities Commission, an EMF research and information program has been established. This program is managed by the California Department of Health Services (CDHS) and funded by utility rate payers. The purpose of the program is to perform research and policy analysis, and provide education and technical assistance to benefit Californians. Input to the CDHS is provided by a Stakeholders Advisory Consultant Group (SAC), consisting of representatives of the public, consumer groups, health and scientific experts, and labor and utility representatives. Additional input can be provided by state agencies, consultants, and special interest groups during the open forum discussion periods at the SAC meetings. These meetings are open to the general public. Financial support by utilities of the \$65-million federal program is continuing.

What You Can Do?

Studies of EMF have not shown that people need to change the way they use electric appliances or equipment. But if you feel reducing your exposure would be beneficial, you can increase your

distance from electric appliances and/or limit the amount of time you use appliances at home or at work.

For instance:

- You can place telephone answering machines and electric clocks away from the head of your bed.
- You can increase your distance from appliances such as televisions, computer monitors and microwave ovens.
- You can also reduce your EMF exposure by limiting the time you spend using personal appliances such as hair dryers, electric razors, heating pads and electric blankets.
- You can limit the time you spend using electric cooking appliances.
- You can locate sources of EMF in your work environment and spend break time in lower-field areas.

It is not known whether such actions will have any impact on your health.

"To Summarize..."

- EMF exists wherever there is electricity: in homes, in workplaces and near power lines. Electric fields exist whenever equipment is plugged in, but magnetic fields exist only when equipment is turned on. Both types of fields get weaker with distance from their source.
- Until more is known, your best strategy is to stay informed and, if you think it's necessary, to limit your exposure. You may be able to reduce your exposure by identifying EMF sources, changing the way you use electric appliances and increasing your distance from EMF sources.

For More Information Call or Write Us:

- Call: LADWP EMF Inquiry Line @ (213) 367 - 2616
- Email: Bill.Jones@ladwp.com or Charles.Holloway@ladwp.com
- Post:

Los Angeles Department of Water And Power
EMF Research and Education Team
Room 1044
111 North Hope St.
Los Angeles, Ca 90012-2694

Links to other related sites

- [EMF Rapid Program](http://www.niehs.nih.gov/health/topics/agents/emf/) can be found at <http://www.niehs.nih.gov/health/topics/agents/emf/>
- [California Department of Health Services \(CDHS\)](http://www.ehib.org/) can be found at <http://www.ehib.org/>
- [The BioElectro Magnetics Society](http://www.bioelectromagnetics.org/index.php) can be found at <http://www.bioelectromagnetics.org/index.php>
- [More Links EMF Issue Sites](http://www.bioelectromagnetics.org/resources.php) can be found at <http://www.bioelectromagnetics.org/resources.php>

GUIDELINES FOR RECREATIONAL VEHICLES PARKING
(Transmission Line Rights-of-Way)

RECREATIONAL VEHICLE PARKING POLICY

The Los Angeles Department of Water and Power (LADWP) recognizes the need to consider the multiple uses of transmission line rights-of-way to maximize the benefits resulting from compatible multiple land uses. One of these uses is Recreational Vehicle (RV) Parking. LADWP will allow RV Parking within its transmission line rights-of-way to parties submitting a viable plan which affects the range of real properties. LADWP must receive fair rental value for using LADWP transmission line rights-of-way for the purpose of RV Parking.

This RV Parking policy, however, is contingent upon LADWP's ability to maintain strict control of its transmission line rights-of-way without adversely interfering with the essential and primary function of transmitting electrical power safely and reliably. In the event that the RV Parking improvements or activities interfere with LADWP's ability to efficiently operate and maintain the transmission system, then such allowance for RV Parking will be withdrawn for modification or termination. Any request for RV Parking within the transmission line rights-of-way must comply with these guidelines.

TERMINOLOGY AND OVERVIEW

The following terminologies are defined as used in these Guidelines:

- RV: A truck, van, motor home, travel trailers, or other vehicles designed for use as living quarters used for overnight recreational activities and travel.
- Vehicles: Easily movable passenger vehicles, trucks, buses, vans, tractors, and other self-propelled transportation mechanisms. Such vehicles shall be maintained so they can be driven under their own power at anytime.
- Vehicle Parking: Leaving unattended vehicles parked for a period not to exceed 24 hours within the designated areas set forth herein.
- Vehicle Storage: Leaving unattended vehicles parked for a period exceeding 24 hours within the designated areas set forth herein.
- Non-Vehicles: Shipping containers and other equipment that is not self-propelled shall not be allowed on the transmission line right-of-way.

RV Parking on a transmission line right-of-way where LADWP has an easement will require a Consent Agreement from LADWP and License Agreement (License) or Lease Agreement (Lease) with the underlying fee owner; RV Parking on a transmission line right-of-way where LADWP has fee ownership will require a License or Lease. Both the Consent Agreement and the

License/Lease will be collectively referred to herein as the "Agreement". The individual or company that obtains the Agreement for use of the property is referred to herein as "User".

The Real Estate Section (Real Estate) will review each request for RV Parking within the transmission line right-of-way and determine the adequacy of such proposed plan and its compatibility with LADWP's requirements listed under "Guidelines" and the surrounding property owners. The Power System Engineering Services Division (ESD), Legal Division, Wastewater Quality and Compliance within Environmental Services Division will review and report its findings and recommendations to Real Estate for processing. Final approval of any plans and documents, including the decision to allow such uses, is the responsibility of ESD.

Each request for RV Parking will be reviewed on its own merits and must comply with the attached conditions described under "Guidelines." LADWP reserves the right to impose additional conditions and requirements deemed appropriate and necessary for the specific request under review. These conditions and requirements shall be strictly enforced; any violation of such shall be grounds for termination of the Agreement. The decision whether to allow such use is the sole and absolute discretion of LADWP.

Guidelines Approved by:

ORIGINAL SIGNED BY
MICHAEL A. COIA

12/23/09

MICHAEL A. COIA
Executive Director
Power Operation and Maintenance

Dated

GUIDELINES

1. General Guidelines for All Secondary Land Use Programs, as shown on Attachment 1, are incorporated herein, and unless otherwise specified herein or in the Agreement, User shall comply with the General Guidelines for All Secondary Land Use Programs.
2. The granting of an Agreement for RV Parking will apply to transmission line rights-of-way that are rated at 230 kV and below.
3. RV Parking rights may not be used to satisfy any zoning demands, zoning variances, conditional use permits, open space, or parking requirements for building plans and permits, or governmental requirements.
4. Long-term Agreements (up to 30 years) for RV Parking may be considered if LADWP reserves the right to terminate all or portions of the Agreement to satisfy maintenance or operating needs. This includes, but is not limited to, the right to add towers or other utility installations within the transmission line rights-of-way.
5. LADWP will make reasonable efforts to minimize the areas impacted by its activities and the consequent effects on a User's facilities. If LADWP terminates an Agreement in whole or in part to accommodate construction activities or additional required facilities and, if temporary accommodation is not feasible, LADWP will reimburse the User for the fair market value of the original installation of those improvements constructed by User on the site on a prorated basis for the remaining term with LADWP approval.
6. All driveways, roads, and RV Parking areas must be paved and provided with appropriate curbing and drainage facilities. Traffic barriers or other devices may be required to maintain control of an orderly parking.
7. Landscaping areas in excess of that required by local Building Codes may be required for aesthetic purposes and to provide some control of the unassigned parking area. LADWP may also restrict the location of light standards located near or under the drip line. LADWP requires drought tolerant landscaping to encourage water conservation.
8. Vehicles parked within the transmission line right-of-way shall have a 20-foot break every 150 feet.
9. All activities not directly related to RV Parking or storage as defined in this Agreement including, but not limited to vehicle and/or truck repair, refueling, washing, and change of oil, are prohibited within the transmission line rights-of-way.
10. All built-in propane tanks shall have the main valve closed, pilot lights extinguished, and remain off at all times during ingress/egress or storage on the transmission line rights-of-way. Storage of mobile accessory propane tanks on the transmission line rights-of-way is strictly prohibited.

11. LADWP may require grounding of vehicles or groups of vehicles parked/stored under transmission line rights-of-way.
12. Vehicle storage/parking within 50 feet of the drip line is restricted to passenger type vehicles only.
13. Vehicles other than passenger type vehicles shall not be permitted to be parked/stored underneath or within 50 feet of the drip line of high voltage transmission line rights-of-way.
14. Vehicles parked or stored within the transmission line right-of-way shall be provided with a 20-foot wide, all-weather vehicular access. The required width of the access road may be wider at curves.
15. Vehicles parked for storage purposes, longer than 8 hours, shall at least be 3 feet apart.

GENERAL GUIDELINES FOR ALL SECONDARY LAND USE PROGRAMS
(Transmission Line Rights-of-Way)

1. The User acknowledges and recognizes that power transmission line rights-of-way are integral component of the transmission line system which provide electric power to the City of Los Angeles and other local communities. Their use is regulated under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and North American Electric Reliability Council (NERC). Safety and protection of critical facilities are the primary factors used to evaluate secondary land use proposals. The transmission line rights-of way serve as platforms for access, construction, operation, maintenance, facility expansion and emergency operations. Therefore the User's possessory rights may from time to time be subject to temporary or permanent disruption caused by such operations or rules/regulations issued by FERC/NERC.
2. To comply with NERC Standard FAC-003-1, LADWP's Transmission Vegetation Management Program (as last revised) defines parameters restricting where trees are allowed on transmission line rights-of-way. Certain trees that are not in compliance with the Transmission Vegetation Management Program shall be removed by LADWP. User shall not plant trees within the transmission line rights-of-way. Trees planted by User during the term of the Agreement shall be removed at the expense of the User.
3. LADWP reserves the right to License/Lease/Permit other uses within the transmission line right-of-way which would not conflict with the proposed secondary land use, or conflict with User's use of the transmission line right-of-way.
4. Upon initial application, the User shall provide, if required, a preliminary design of proposed improvements for Department review. Prior to construction or occupancy, User shall provide a detailed layout plan for review and approval of LADWP. The layout plan will include, but not be limited to, location of towers, transmission line rights-of-way boundaries, paved area(s), location of a required patrol road, distances between the towers and the conductor drip lines, landscaping areas, a drainage plan, all above-ground metal structures including but not limited to, pipes, fencing, lighting supports, and a lighting scheme, if required.
5. The granting of an Agreement for secondary land use will apply to transmission line rights-of-way that are rated up to 500 kV. Induction forces emanating from transmission lines may cause inconvenience and discomfort associated with static discharges. The User must post a prominently displayed "shock or hazard warning" sign. Some secondary land uses may not be allowed under transmission line rights-of-way that are rated 345 kV and above. See specific secondary land use guidelines for allowable uses.
6. The area governed by any Agreement cannot segment the transmission line rights-of-way in such a manner that the remaining area is rendered useless for other secondary land use activities. LADWP may require the User to license/lease the entire segment of the

7. Use of the transmission line rights-of-way may be subject to existing easements or Agreements. Real Estate will provide general information regarding the existing uses and associated improvements. User shall be responsible for the identification and protection of the existing facilities during construction of approved improvements. User shall provide reasonable access to any other Users or easement holders.
8. The Agreement will require a surety bond provided by the User in an amount to be determined by LADWP. Such bond will be sufficient enough to assure restoration of LADWP's property to its pre-licensed/leased condition and shall comply with all stipulated terms and conditions of the Agreement.
9. The latest Risk Management insurance requirements, liability conditions, and indemnification shall apply.
10. At User's expense, User shall be responsible for obtaining all conditional use permits, all environmental documents such as California Environmental Quality Act documents, if applicable, all environmental permits, and use the licensed area for secondary land use activities only. Furthermore, User shall comply with all current and future applicable laws, ordinances, rules, orders, or regulations including, but not limited to, those of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover.
11. All Federal, State, local permits, and related governmental requirements to develop the licensed area (building permits, conditional use permits, environmental impact reports, public hearing, etc.) will be the responsibility of the User.
12. User shall be required to comply with all applicable City, County, State, and Federal Storm Water Permit and Standard Urban Storm Water Mitigation requirements.
13. User will be required to comply with existing regulations, but not limited to Federal, State and local laws, regulations, permits and requirements, regarding the use and disposal of pollutants, contaminants and hazardous wastes or substances on the licensed/leased/permitted area. User will be responsible for clean-up of any spills, leakage or discharges of such substances on the licensed/leased/permitted area.
14. The transmission line right-of-way contains high-voltage electrical conductors; therefore, the User shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances and statutes including, but not limited to the following: State of California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 5, Electrical Safety Orders; NEC, and California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction.

15. Because of overhead electrical conductors, User shall use only such equipment as is consistent with the terms of safety ordinances or statutes, and generally accepted safety practices.
16. All above ground metal structures including, but not limited to, pipes, drainage devices, fences, bridge structures, and lighting supports located within or adjoining the transmission line rights-of-way shall be properly grounded, in accordance with the California Code of Regulations, Title 8, Section 2941, and/or National Electrical Code (NEC), Article 250, and local applicable codes.
17. Overhead telephone and power cables shall be permitted only at the edge of the transmission line rights-of-way. Communications and electric power crossings of LADWP's transmission line rights-of-way shall be underground and must be approved by LADWP's Transmission Construction and Maintenance Group prior to installation.
18. Unless written authorization from LADWP is obtained, no above-ground temporary or permanent structures are allowed in the transmission line rights-of-way.
19. All grading, storm drains, structural, and developmental drawings (site plans) must be approved by LADWP prior to any development/improvement.
20. LADWP may access the facilities at any time with no notice for an emergency purpose, for routine maintenance, site inspection, and with up to 180 days' notice for capital projects and construction purposes. Rent will not be abated for disruption of business or loss of use due to routine maintenance functions. Rent will be abated on a pro-rata basis for loss of use during emergency conditions or construction.
21. When required for emergency restoration work or normal maintenance operation on the transmission system, User shall be required to cooperate promptly and diligently with LADWP's effort to move vehicles, materials, and or equipment out of specific areas required to perform routine or emergency work or operations. Under emergency conditions, LADWP reserves all rights at any time to move or tow vehicles, materials, and or equipment out of specific areas for any transmission operation or maintenance purposes at the expense of User.
22. Cross fencing will generally not be permitted except at natural boundaries, roadways, and existing railroad crossings. At those locations, gates adequate to allow access by Department vehicles will normally be required. All improvements, including fencing, on Department transmission line rights-of-way are subject to the written approval of LADWP. Requests for cross fencing and other exceptions will be reviewed on a case-by-case basis. If additional fencing is approved, it shall be installed at the User's expense. Such fencing shall become the property of LADWP should the Agreement be terminated. If LADWP requires the fence to be removed, it will be done at User's expense.
23. A suitable access to the transmission line rights-of-way through 20-foot-wide gates with the ability to have multiple interlocking bail-type padlocks must be provided to permit entrance

24. A permanent, unobstructed 20-foot patrol road, accessible at all times by Department maintenance personnel shall be provided and maintained. A wider patrol road width will be required on curved segments. The patrol road must remain open and unobstructed, excluded from any watering, and kept as dry as possible at all times. The patrol road shall be located in the center of the transmission line right-of-way unless specified elsewhere by the Agreement.
25. The designated patrol road must be designed to withstand a combined weight of 40,000 pounds in accordance with the American Association of State Highway and Transportation Officials H20-44 wheel loadings. There must also be a sufficient turning radius at all patrol road junctures to allow large Department maintenance vehicles to maneuver. The minimum turning radius on all patrol roads and intersections is 80 feet. Areas outside of the designated patrol roads may be designed to a lesser standard if User holds LADWP harmless for any damages incurred as a result of Department operations.
26. No ponding shall be allowed within the transmission line rights-of-way. Grading shall be designed so as to eliminate all ponding conditions within the transmission line rights-of-way.
27. An area at least 50 feet around the base of each tower, measured from the outermost surfaces of the footings, must remain open and unobstructed for necessary maintenance, including periodic washing of insulators by high-pressure water spray. Clearances of 100 feet may be required under circumstances where access is limited.
28. In the vicinity of the towers (not within patrol roads), decomposed granite or other non-organic materials, which vehicles can drive on and intended to discourage pedestrian traffic from being in the area, may be required.
29. Protective barriers may be required to protect towers. Acceptable barriers include, but are not limited to, curbs, removable bollards, and k-rails.
30. No benches, boulders, ornamental structures are allowed in the transmission line rights-of-way.
31. No improvements of any kind may be installed in the transmission line rights-of-way without the written permission of LADWP.
32. No vehicles may be inhabited while parked on the transmission line rights-of-way.
33. No unleashed animals (six foot leash maximum) are allowed underneath the transmission line rights-of-way. Further, no animals shall be utilized for security measures or be housed on the transmission line rights-of-way, unless otherwise approved by LADWP in writing.
34. Storage of hazardous waste and flammable liquids is not permitted within the transmission line rights-of-way area.

35. User shall be responsible for maintenance of the entire transmission line rights-of-way within the limits of the Agreement in a neat, clean, and weed-free condition, including landscaping and parkways between fences and public streets.
36. The User shall be required to post a sign on site containing the contact person and a telephone number in the event that vehicles must be moved.
37. Vehicles parked under the transmission line rights-of-way may be subject to water spotting from occasional transmission line insulator washing operations. The User must post a prominently displayed sign stating, "This area may be subject to water spotting at any time from transmission line insulator washing operations".
38. Vehicles carrying any flammable, explosive, or corrosive loads, including hazardous materials or hazardous wastes, or "placarded loads" (defined as those which are required by law or regulation to carry signs defining its contents for public safety) shall not be allowed within the transmission line rights-of-way area at any time.
39. User shall take all reasonable measures to minimize disturbances to neighboring businesses or residences, including but not limited to control of dust from their activities and noise, and shall be responsible for resolving any complaints/disputes from adjacent property owners or the public to the satisfaction of LADWP.