

RECLAMATION DISTRICT NO. 756 (BOULDIN ISLAND)  
343 East Main Street, Suite 815  
Stockton, CA 95202  
(209) 943-5551

TEMPORARY ENTRY PERMIT

RD: RECLAMATION DISTRICT NO. 756 (Bouldin Island)  
PERMITTEE: State of California, Department of Water Resources  
AFFECTED PROPERTY: RD's levees adjoining the parcels with the following San Joaquin County  
PROJECT: Access to perform two cone penetration tests (CPTs) to a depth of approximately 100-ft on the landside at least 100 feet away from the Potato Slough levee toe near the proposed barge landing, and two 50-foot-deep borings will be drilled on the landside approximately 100 feet away from the Potato Slough levee toe near the proposed barge landing.

This permit will expire June 30, 2019.

AGREEMENT:

Reclamation District No. 756 (Bouldin Island), herein referred to as RD, does hereby grant to the Department of Water Resources, herein referred to as Permittee, permission to encroach upon the area of jurisdiction of RD as described above, with respect to the above described Project, upon the following terms and conditions, which by acceptance of this Permit, Permittee agrees to observe and perform:

1. With the execution of this Permit, the undersigned Permittee acknowledges that Permittee has read and agrees to be bound by all of the terms and provisions of this Temporary Entry Permit. Permittee shall indicate the acceptance of this Permit, and the terms and conditions hereof, by executing the form of acceptance on one copy of the Permit and returning it to RD. The Permit shall not become effective until RD returns one fully executed copy of this Permit to Permittee.
2. Permittee shall use reasonable precautions to avoid damage to persons or property. RD assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors, employees or representatives of Permittee by reason of the exercise of privileges conferred herein.
3. RD shall not be liable or responsible for any injury, damage or loss sustained or claimed by the Permittee or its property or by any employees of the Permittee or their property, or by any third person or his property, from or as a result of the installation and/or maintenance of the Project while on or about the said levee, and the Permittee shall indemnify and save RD harmless from any liability therefore, including the cost of defending any action brought against RD in connection therewith.
4. Permittee shall acquire no property right in or to the levee or right of way of RD by virtue of this Permit and RD does not hereby relinquish any right or title therein.

5. Except as herein otherwise provided, all costs of maintenance, repair and/or replacement of the above described Project shall be borne by Permittee. Permittee shall, upon receipt of written notice from RD, repair or replace such Project in the manner prescribed by RD whenever RD shall reasonably determine in good faith in consultation with Permittee that such repair or replacement is required in the interest of RD. Any such repair or replacement ordered by RD in writing, which shall not have been performed by Permittee within fifteen working (15) days after written notice has been given by RD, may be performed by RD, at Permittee's expense and Permittee shall promptly reimburse RD therefore.
6. RD reserves the right of access to the portion of its levee and right of way for such maintenance, repairs or alterations of RD facilities or of the facilities described above as may be required for reclamation purposes. RD shall not be responsible for any damage done to improvements of Permittee, whether herein permitted or otherwise where necessary, as part of the ordinary and necessary access to or exercise of its levee and right of way for reclamation purposes, and need not replace any improvement required to be removed in the process of such maintenance, repair or alteration. However, RD will take reasonable precautions to prevent or reduce possible damage to Permittee's improvements. Permittee shall reimburse RD for any reasonable increased cost of such access occasioned by the improvements of Permittee described herein.
7. Permittee may make no alteration or improvement of any portion of RD's levee and right of way not specifically herein permitted without the further permission of RD.
8. This Permit is revocable in whole or in part by RD on ten (10) working days written notice to Permittee when such revocation is determined by Board of Directors to be necessary for RD purposes.
9. Upon the failure of Permittee to conform to any of the covenants and conditions herein specified, this Permit shall, at the option of RD, cease and terminate. Written notification will be sent to Permittee of Permit termination. Permittee will remove all encroachments or improvements above described together with any appurtenances thereto located within the levee and right of way of RD within five (5) working days from receipt of written notice from RD terminating the Permit. If Permittee fails to remove encroachments, improvements and any appurtenances within the five (5) working day period, RD will execute the removal and Permittee shall promptly pay to RD all costs and expenses incurred in such removal.
10. The grant of this Permit shall not be deemed to include the right to use or pass over property not belonging to or under the control of RD, it being specifically understood and agreed that Permittee shall obtain the approval of all necessary other landowners before using or entering and/or passing over private property.
11. Permittee shall be responsible for removing all trash and debris resulting from Permittee's Project that collects within and about the area the subject of this Permit.
12. Permittee agrees to comply with all County of San Joaquin requirements for the backfill of any borings made in connection with this Permit.
13. Any geotechnical data, or other data obtained, as a result of this Permit shall be provided to the RD, subject to landowner approval, if requested.
14. Upon execution of this Permit, Permittee shall submit a non-refundable \$750 processing fee for permission to access and maintain the Project facilities under this Permit for each year for total of

three years.

Permittee's obligation to reimburse RD for its reasonable out-of-pocket costs and expenses in accordance with this Permit shall continue beyond the completion of the construction of Project. All of RD's costs and expenses associated with the reconstruction, repair, operation and/or maintenance of the Project and/or the enforcement of any condition or covenant of this Permit required of Permittee to be performed, shall be reviewed, approved, and paid by Permittee to RD within sixty (60) days of Permittee's receipt of RD's statement setting forth the same.

15. In the event that RD is required to take any action to enforce any term or obligation on the part of Permittee to be performed under this Permit, then and in such event Permittee shall reimburse RD for RD's reasonable out-of-pocket legal and engineering costs incurred in enforcing the terms and provisions of this Permit.

All of RD's reasonable costs and expenses associated with the reconstruction, repair, operation and/or maintenance of the levee resulting from the Project and/or the enforcement of any condition or covenant of this Permit required of the Permittee to be performed, shall be reviewed, approved and paid by Permittee to RD within sixty (60) days of the Permittee's receipt of RD's statement setting forth the same.

16. In the event the District Engineer deems, in his reasonable opinion, the safety of the District levee is being jeopardized, he may order all or any portion of the work stopped, in which case Permittee agrees to immediately comply with the order.
17. Notwithstanding any other provision of this Permit, if and in the event that in the sole discretion of RD an emergency exists or may arise which requires that work be performed on the levee, banks, slopes or other RD facilities in the immediate area of said Project, then and in that event RD reserves the right to take such action as it deems necessary, and Permittee hereby gives to said RD, its agents, employees or contractors, the right and permission, at Permittee's cost and expense, to remove, from the levee or the vicinity of the levee, any and all equipment, materials, supplies and appurtenances owned and/or used by Permittee in connection with the Project. If reasonably possible, RD shall give 48 hours advance notice, by telephone, fax or email, to Permittee to enable Permittee to take such action as may be necessary to protect its equipment placed on RD's levee in accordance with this Permit. If RD is unable to give such notice, it shall give advance notice at the earliest time reasonably possible. An emergency means a sudden or unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services. If made in good faith, the decision of RD as to when an emergency situation exists shall be final and RD shall have no liability or responsibility to the Permittee, its employees, agents or contractors in the exercise of the power herein reserved.
18. Permittee shall not at any time block the crown of the levee or the access of RD over the levees of RD. All automobiles, equipment and materials used by Permittee in connection with this Project shall be parked or placed off of the said roadway. Any temporary storage of vehicles, equipment, and materials required on the levee shall be subject to the prior approval by RD. Any vehicles, equipment, materials, and/or other types of levee encroachments stored by Permittee without the prior approval of RD shall be cause for its removal from the levee at Permittee's expense.
19. The term of this permit is for a period commencing with the date that a fully executed copy of this Permit is received by RD and ending on December 31, 2018, subject to the provisions of section 14 above. This Permit may be automatically extended for additional periods of two (2)

years provided the same activities stated in the initial period are preformed in the additional periods. Any modifications, PERMITTEE will need to obtain from the PERMITTOR written approval prior to any installations.

20. In the event that Permittee fails to abide by any of its obligations under this Permit in a timely manner as required by this Permit, after the receipt of at least five (5) working days prior written notice (except in the case of an emergency under section 14 of this Permit), then and in such event Permittee shall consult and agree on reimbursement amount for RD's out-of-pocket expenses in connection with enforcing Permittee's obligations under the terms of this Permit, said reimbursement to include, but not be limited to, RD's reasonable legal and engineering fees and costs.
21. Any notice to be given hereunder by either party to the other shall be in writing. The Notice shall be addressed to the party at its address appearing following the party's signature line of this Agreement. Either party may change its address by written notice in accordance with this paragraph. The Notice will be deemed given as of the date of actual receipt, or when delivery is refused, or when the same is returned for failure to be called or signed for by the party to whom it is addressed.
22. With all construction, reconstruction, installations, and operations and maintenance of the Project, and upon removal of the Project upon termination of the Permit, Permittee shall immediately repair and restore the work area to its pre-existing condition, which shall be done to the specifications and directions, and shall be subject to the approval, of the RD.  
  
Such restoration or repair of RD's levee shall be performed immediately after Permittee's operation has been completed and any repair/restoration expenses thereof shall be at Permittee's expense.  
  
In the event RD's Engineer deems the safety of RD's levee is being jeopardized, he may order all or any portion of the work stopped, in which case Permittee agrees to comply with the order.
23. Time is of the essence in this agreement.


**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

ACCEPTANCE BY PERMITTEE

PERMITTEE HEREBY ACCEPTS THE ABOVE PERMIT AND AGREES TO COMPLY WITH ALL OF THE REQUIREMENTS THEREOF. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE FROM OBTAINING ANY AND ALL OTHER APPROPRIATE PERMITS REQUIRED BY OTHER PUBLIC AGENCIES PRIOR TO COMMENCING THE PROJECT.

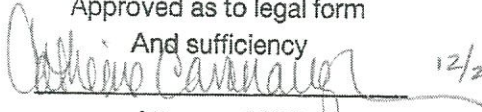
Dated: December 21, 2017.

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

By   
Allan Davis, Supervising Right of Way Agent

Permittee's Address, Telephone, and Fax Nos.:

1416 9th Street  
Sacramento, CA 95814  
Telephone: (916) 952-2779

Approved as to legal form  
And sufficiency  
 12/22/17  
Attorney, DWR

APPROVED BY RD

Dated: ~~December~~ 13, 2018

RECLAMATION DISTRICT NO. 756  
(Bouldin Island)

By   
Pamela A. Forbus, RD Assistant Secretary

RD's Address, Telephone, and Fax Numbers:

343 East Main Street, Suite 815  
Stockton, CA 95202  
Telephone: (209) 943-5551  
Fax: (209) 943-0251