

RED File No.: COP25074
OWNER: Regional San
APN: 069-0060-055
Project: PTE for Aerojet Ground Monitoring Well

PERMIT-TO-ENTER

This Permit-to-Enter (hereinafter "Permit") is dated for reference purposes as of 3/28/2023 and is made by and between **SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT**, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "REGIONAL SAN"), and **AEROJET ROCKETDYNE, INC.**, an Ohio corporation qualified to do business in the State of California, (hereinafter referred to as "PERMITTEE").

The parties hereby agree as follows:

1. **Premises** – REGIONAL SAN grants PERMITTEE and its authorized agents non-exclusive permission to enter onto the property identified as a portion of APN: 069-0060-055, located in Sacramento County, (hereinafter referred to as "Premises" or "Property"), and more particularly shown in Exhibit "A" attached hereto and incorporated by reference for the Purposes hereinafter described.
2. **Purpose** – The sole purpose of this Permit is to allow PERMITTEE to enter upon and have ingress to and egress from Premises to conduct water quality sampling and water level measurements on a quarterly basis by use of existing Monitoring Well and associated equipment and utilities, (hereinafter referred to as PERMITTEE Facilities), maintain PERMITTEE Facilities, and, when such PERMITTEE Facilities are no longer needed or this Permit is terminated, remove the PERMITTEE Facilities at the sole discretion of Regional San or successor (hereinafter referred to as "Permitted Activities").
 - PERMITTEE shall enter the Premises only at defined access points approved by REGIONAL SAN. If applicable, PERMITTEE shall keep the gates locked during and after accessing or exiting the Premises.
 - PERMITTEE shall at all times conduct its use of the Premises in such a manner that it shall not constitute a public or private nuisance.
 - No trash or other evidence of field visits will be left on the property.
 - All field staff will carry identification.
 - No firearms will be permitted.
 - Smoking and alcohol use are prohibited.
 - All machinery and vehicles will be equipped with spark arrestors.
 - All vehicles will stay on roads; no off-road vehicles will be permitted unless approved by REGIONAL SAN.
 - Vehicle speeds will be kept to ten (10) miles per hour on unpaved roads and if applicable, for any off-road activities, to minimize dust.
 - No pets will be permitted.
3. **Term** – This permission shall commence when this document is fully executed by all parties (Commencement Date) and shall terminate at 11:59 p.m. local time FIVE (5) YEARS from the commencement date. This PTE may terminate in the event fee property ownership changes and the new owner does not wish to assume an assignment of this Permit.

4. **Permit Development Fee** – PERMITTEE shall make payments, if any, to REGIONAL SAN, Attn: Accounts Receivable, 10060 Goethe Road, Sacramento, CA 95827.
 - a. PERMITTEE shall pay REGIONAL SAN a non-refundable fee for administering this Permit after execution (hereinafter “Permit Development Fee”) of THREE THOUSAND AND NO/00 DOLLARS (\$3,000.00), PERMITTEE shall make such payment to REGIONAL SAN within thirty (30) days of receipt of REGIONAL SAN’s written payment request. Should Permittee not timely pay REGIONAL SAN as provided under this Section, this Permit will terminate.

5. **Expenses** – PERMITTEE shall bear any and all costs and expenses associated with Permit and use by PERMITTEE.

6. **Surrender/Restoration** – PERMITTEE shall peaceably surrender possession of the Premises upon expiration or sooner termination of this Permit and restore the Premises as provided in this paragraph below, excepting reasonable wear, destruction by lightning or other natural causes, or fire not caused by the acts or omissions of PERMITTEE, its officers, agents, employees, subcontractors, customers, invitees, or other persons doing business with PERMITTEE, or on the Premises with the consent of PERMITTEE.
 - a. **Removal of PERMITTEE Facilities Upon Termination. At REGIONAL SAN’s, or its successor’s, sole discretion and preference,** PERMITTEE shall within one hundred and eighty (180) calendar days, weather permitting, remove such PERMITTEE Facilities from the Premises and Subject Property and shall restore the Premises and Subject Property to its prior condition or substantially similar to its prior condition. Such removal shall be performed by PERMITTEE at its sole cost and expense. In the event that the Premises or Subject Property or any portion thereof are damaged by PERMITTEE, such damage shall be repaired promptly by PERMITTEE at its sole cost and expense. PERMITTEE shall be afforded reasonable access to the Subject Property to complete these tasks.

 - b. **Abandoned Property** – Any PERMITTEE Facilities not removed within one hundred and eighty (180) calendar days of the PERMITTEE’s determination that the PERMITTEE Facilities are no longer required shall be deemed abandoned property and shall thereon upon become property of REGIONAL SAN to be used or disposed of by REGIONAL SAN without compensation to PERMITTEE. In the event REGIONAL SAN disposes of property abandoned by PERMITTEE within one hundred eighty (180) calendar days after being abandoned by PERMITTEE, PERMITTEE shall compensate REGIONAL SAN for the actual reasonable costs incurred in disposing of such property.

7. **Damage** – PERMITTEE shall be responsible for any personal injury or property damage caused by its acts or omissions.

No work performed by PERMITTEE shall cause any unreasonable interference with the constant, continuous and uninterrupted use of the Premises by REGIONAL SAN, its officers, agents, contractors, lessees, licensees or others. PERMITTEE shall undertake all activities hereunder so as to minimize any damage or destruction of the fences, pipelines, facilities, equipment, or other property or appurtenances of REGIONAL SAN, its lessees or licensees. PERMITTEE agrees to reimburse

REGIONAL SAN for any such damage or destruction, or upon mutual agreement to replace or restore said fences, pipelines, facilities, equipment, or other property to REGIONAL SAN's satisfaction.

The provisions of this Paragraph shall survive the expiration or termination of this Permit.

8. **Well Relocation** – If, for any reason, REGIONAL SAN either requires the use of the Subject Property or Premises where PERMITTEE's Facilities exist, REGIONAL SAN will promptly notify PERMITTEE. Upon receipt of such notice, PERMITTEE shall initiate efforts in a timely manner to relocate or abandon PERMITTEE's Facilities as required by REGIONAL SAN. PERMITTEE shall, at its sole expense, within one hundred and eighty (180) days of receiving such notice, weather permitting, relocate its well to a site acceptable to REGIONAL SAN and regulatory agencies. Standard well closure procedures shall be used; all wells shall be closed in a manner consistent with all applicable legal requirements. If, for any reason, PERMITTEE is unable to relocate or abandon PERMITTEE's Facilities, REGIONAL SAN reserves all rights it may have to seek reimbursement for any and all economic losses suffered by REGIONAL SAN as a result of its inability to use the Subject Property or Premises where PERMITTEE's Facilities exist. REGIONAL SAN believes it is entitled to be fully compensated for such economic damages, but PERMITTEE disagrees. REGIONAL SAN's approval of this Agreement shall not be construed either as a waiver of any right it may have to assert such an entitlement or the granting of an entitlement to PERMITTEE to use the Subject Property without compensation in a manner that interferes with REGIONAL SAN's ability to develop the Subject Property in the future to its highest and best use
9. **Environmental Fines and Penalties** – Notwithstanding the foregoing, PERMITTEE shall assume responsibility for and payment of any fines or penalties levied on either REGIONAL SAN or PERMITTEE by any applicable local, state or federal authority (hereinafter Authority) for breaches by PERMITTEE of the Authority's environmental regulations. PERMITTEE agrees to be solely liable for the payment of all fines and penalties resulting from Permittee's breach of Authority's environmental regulations, except and in proportion to the extent caused by the negligence or willful misconduct of REGIONAL SAN.

In addition, PERMITTEE understands and acknowledges that, during the course of the Permitted Activities, the environmental regulations implemented or imposed by the Authority on REGIONAL SAN and PERMITTEE may change and PERMITTEE specifically agrees to comply with any future applicable environmental regulations implemented or imposed by the Authority on REGIONAL SAN or PERMITTEE.

The provisions of this Paragraph shall survive the expiration or termination of this Permit.

10. **Indemnification** – To the fullest extent allowed by law, PERMITTEE shall indemnify, defend, and hold harmless COUNTY and REGIONAL SAN, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorney's fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of PERMITTEE, its officers, agents, employees, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of PERMITTEE, or for which PERMITTEE is legally liable under law. PERMITTEE shall not be liable for any Claims

arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by PERMITTEE or PERMITTEE's contractors.

Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity shall survive the expiration or termination of the Permit.

11. **Insurance** – PERMITTEE shall maintain in force at all times during the term of this Permit and any extensions or modifications thereto, for all of its operations and activities authorized herein and for all of its associated officers, representatives, agents, and employees, the forms of insurance as specified in Exhibit "B".
12. **Compliance with Laws** – In the prosecution of the work covered by this Permit, PERMITTEE shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. In addition, PERMITTEE shall comply with all applicable local, state and federal occupational safety and health acts and regulations. If any failure by PERMITTEE to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against REGIONAL SAN, PERMITTEE shall reimburse and indemnify REGIONAL SAN for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses (excepting environmental fines and penalties which shall be handled in accordance with Paragraph 8 above). PERMITTEE further agrees in the event of any such action, upon notice thereof being provided by REGIONAL SAN, to defend such action free of cost, charge or expense to REGIONAL SAN. The provisions of this Paragraph shall survive the expiration or termination of this Permit.
13. **Endangered Species** – PERMITTEE shall at all times and in all respects comply with all environmental laws and any amendments thereto affecting PERMITTEE's use of and operation on the Premises, including all federal, state and local laws, ordinances and regulations relating to endangered, threatened and other sensitive species. Without limiting the generality of the foregoing, reference is made to the provisions set forth in the California Endangered Species Act (California Fish and Game Code Section 2050, et seq.); the Federal Endangered Species Act (16 U.S.C. Sections 1531 – 1543); and the Federal Migratory Bird Treaty Act (16 U.S.C. Sections 703-712).

PERMITTEE shall, at all times, engage in appropriate avoidance and minimization measures to prevent the unlawful take, possession or destruction of any protected species. This includes birds-of-prey, and the take, possession or destruction of the eggs and nests of any such bird. Furthermore, elderberry shrubs or trees are known to exist in the Premises vicinity. Elderberry shrubs are host plants for the Valley Elderberry Longhorn Beetle (VELB), listed as Threatened under the federal Endangered Species Act. Therefore, no elderberry shrub or tree shall be disturbed without an appropriate permit from the United States Fish and Wildlife Service.

REGIONAL SAN's Natural Resource Specialist (Steve Scott at 8521 Laguna Station Road, Elk Grove, CA 95758; Phone: (916) 875-9307; E-mail: scott@sacsewer.com) must be contacted by PERMITTEE concerning any questions related to this Paragraph. In addition, PERMITTEE shall contact the aforementioned Natural Resource Specialist before any tree is removed to ensure that appropriate nest tree avoidance and minimization measures are implemented.

14. **Cultural Resources** – Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any of PERMITTEE’s activities, then work shall be immediately suspended and the Sacramento County Department of Planning and Environmental Review (“PER”) shall be immediately notified at (916) 874-6141. At that time, PER will coordinate any necessary investigation with the appropriate specialists as needed. PERMITTEE shall be required to implement any mitigation deemed necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.97 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.
15. **Attorney’s Fees and Costs** – Any party may bring a suit or proceeding to enforce or require performance of the terms of this Permit, and each party in that suit or proceeding shall be responsible for its own attorney’s fees and costs.
16. **Condition, Maintenance and Modification of Premises** – “As Is” Condition. By executing this Agreement and making use of the Premises and Subject Property, PERMITTEE accepts the Premises and Subject Property “as is” and as satisfactory to PERMITTEE, and COUNTY makes no representation or warranty concerning the condition of the Premises and Subject Property, or its suitability for PERMITTEE’s anticipated use. PERMITTEE has ascertained the conditions of the Premises and Subject Property through its independent investigation and relies solely on such investigation in entering into this Agreement.
- a. **Maintenance of PERMITTEE Facilities** – PERMITTEE shall, at its sole cost and expense, keep and maintain the PERMITTEE Facilities in good order and repair and in a safe condition. PERMITTEE shall be responsible for maintaining PERMITTEE Facilities in compliance with all City, COUNTY, State or Federal requirements. Except for its negligence or willful misconduct, COUNTY shall have no responsibility for the maintenance or condition of the PERMITTEE Facilities.
 - b. **Remedy** – PERMITTEE agrees that if the PERMITTEE Facilities become a hazard or a public nuisance, or if PERMITTEE fails to keep and maintain the PERMITTEE Facilities in good order and repair and in a safe condition, and if PERMITTEE does not cure said defect within thirty (30) calendar days after receipt from REGIONAL SAN of a notice to maintain or repair the PERMITTEE Facilities then REGIONAL SAN shall have the option to repair the PERMITTEE Facilities and recoup the cost thereof from PERMITTEE, or to remove the PERMITTEE Facilities from the Premises at PERMITTEE’s expense if REGIONAL SAN determines, in the reasonable exercise of its discretion, that PERMITTEE’s Facilities cannot be feasibly repaired so as to eliminate the hazard or public nuisance.
 - c. **Modifications** – Any changes to the PERMITTEE Facilities including their locations as set forth in Exhibit “A” shall occur at the sole expense of PERMITTEE and shall proceed only upon prior written approval of REGIONAL SAN, which shall not be unreasonably withheld, conditioned or delayed. PERMITTEE shall not make or suffer to be made any alterations to surrounding REGIONAL SAN facilities.

17. **Notices** – Any notice required to be given hereunder, or which either may wish to give, shall be in writing and shall be personally delivered or sent by certified mail or registered mail, postage paid, addressed as follows:

Or to such other place as either party may designate by written notice:

REGIONAL SAN

Attn: Chris Wright/Real Estate
10060 Goethe Road
Sacramento, CA 95827
(916) 875-1462
wrightch@sacsewer.com

PERMITTEE

Aerojet Rocketdyne
Environmental Remediation
P.O. Box 13222
Sacramento, CA 95813
Attn: Director
916-355-5454
Scott.goulart@rocket.com

with a copy to:

REGIONAL SAN

Attn: Svetlana Vorontsov
County of Sacramento
Real Estate Division
3711 Branch Center Road,
Sacramento, California 95827
(916) 876-6220
Vorontsovs@saccounty.net

18. **Amendments** – Modifications or amendments to the terms of this Permit shall be in writing and executed by both Parties.
19. **Successors and Assigns** – This Permit shall bind the successors and assigns of REGIONAL SAN and PERMITTEE in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
20. **Interpretation and Enforcement** – Interpretation and enforcement of this Permit shall be governed by the laws of the State of California.
21. **Entire Agreement** – This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.
22. **Authority of Signatories** – Each party to this Permit warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Permit and all related documents.
23. **Authority of District Engineer/General Manager** – REGIONAL SAN’s District Engineer/General Manager shall administer this Permit on behalf of REGIONAL SAN. Unless otherwise provided herein or required by applicable law, the District Engineer/General Manager, or any duly authorized officer or employee of REGIONAL SAN acting on behalf of the District Engineer/General Manager, shall be vested with all rights, powers, and duties of REGIONAL SAN hereunder. With respect to matters hereunder subject to the approval, satisfaction, or discretion of REGIONAL SAN or the

District Engineer/General Manager, the decision of the District Engineer/General Manager in such matters shall be final.

24. **Construction** – Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the agreement. Whenever required by the context of this Permit, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Permit have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Permit and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Permit. All exhibits referred to in this Permit are attached and incorporated by this reference.
25. **Not an Interest in Real Property** – PERMITTEE acknowledges that this Permit does not convey any interest in real property now or in the future.
26. **Statement Regarding a Certified Access Specialist** – Pursuant to California Civil Code §1938, Regional San states that the Premises:
- Have not undergone an inspection by a Certified Access Specialist (CASp).
 - Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.
 - Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

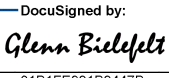
27. **Duplicate Counterparts** – This Permit may be executed in several counterparts, and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

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IN WITNESS WHEREOF, the parties have executed this Permit as follows:

REGIONAL SAN


Date: 3/28/2023

By: 

Glenn Bielefeld
Director of Regional San Operations
Under delegated authority by:
Reso#: SR-2900 Dated: 10/11/17
Further delegated by District Engineer
Delegated Authority Memo
Dated: August 18, 2021

PERMITTEE

Date: 3/21/2023

By: 

C. Scott Goulart
Senior Director,
Environmental Remediation

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

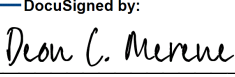
By: 
Deon C. Merene, District Counsel

EXHIBIT "A"

PREMISES

THE PREMISES is OUTLINED

Portions of APNs: 069-0060-055-0000



EXHIBIT "B"

REQUIRED INSURANCE

REGIONAL SAN

For

Aerojet Rocketdyne, Inc.

"PERMITTEE"

Insurance Requirements

Without limiting the requisite PERMITTEE's indemnification, PERMITTEE shall maintain or cause to be maintained for the duration of the Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Permit by PERMITTEE, its associated officers, directors, agents, representatives, employees, contractors, invitees, guests, and volunteers. REGIONAL SAN shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for REGIONAL SAN and for members of the public, REGIONAL SAN may require PERMITTEE to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. REGIONAL SAN's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risk that exist at the time a change of insurance is required.

Verification of Coverage

PERMITTEE shall furnish REGIONAL SAN with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of REGIONAL SAN and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by REGIONAL SAN before performance commences. REGIONAL SAN reserves the right to require PERMITTEE provide, through its broker, explanatory memoranda confirming coverage and limits as required hereunder.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG0001 or as broad as. Including, but not limited to Premises/Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations which pertain to these specific coverages, unless approved by County Risk Manager.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability Coverage form CA 0001.
 - a. **Commercial Automobile Liability:** auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. **Personal Lines Automobile insurance** shall apply if vehicles are individually owned.

3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability insurance.
4. **UMBRELLA or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Scope of Insurance.

Minimum Limits of Insurance

PERMITTEE shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability:
 - a. Commercial Automobile Liability for corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions shall be the responsibility of PERMITTEE.

Other Insurance Provisions

The insurance policies required in this Permit are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**.
2. **MAINTENANCE OF INSURANCE COVERAGE:** Any PERMITTEE shall maintain all insurance coverages in place at all times and provide REGIONAL SAN with evidence of each policy's renewal within ten (10) days of renewal. Each insurance policy required by this Permit shall state that coverage shall not be cancelled except after thirty (30) days' written notice for

cancellation or written notice for non-renewal has been given to the County Risk Manager. For non-payment of premium, ten (10) days prior written notice of cancellation is required.

Commercial General Liability and/or Commercial Automobile Liability

1. **ADDITIONAL INSURED STATUS:** REGIONAL SAN, its officers, directors, officials, employees, agents, and authorized volunteers are to be endorsed as additional insured to the extent of the indemnity obligations contained within this Permit.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this Permit, the insurance coverage shall be endorsed to be primary insurance with respects to REGIONAL SAN, its officers, directors, officials, employees, agents, and authorized volunteers. Any insurance or self-insurance maintained by REGIONAL SAN, its officers, directors, officials, employees, or authorized volunteers shall be excess of any PERMITTEE's insurance or self-insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** PERMITTEE insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** PERMITTEE shall be responsible for the acts and omissions of all its subcontractors and shall require all of its subcontractors to maintain adequate insurance.

Inland Marine Waiver of Subrogation

Any inland marine insurance policies maintained by PERMITTEE in performance of the Permit shall be endorsed to state that the insurer shall waive all rights of subrogation against REGIONAL SAN.

Workers' Compensation

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against REGIONAL SAN, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Permit by PERMITTEE.

Notification of Claim

If any claim for damages is filed by PERMITTEE or if any lawsuit is instituted against any PERMITTEE that arises out of or is in any way connected with the performance of this Permit and that in that way, directly or indirectly, contingently or otherwise, affect or might reasonably affect REGIONAL SAN, PERMITTEE shall give prompt and timely notice thereof to REGIONAL SAN. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of service of process of a lawsuit.