

**CONDITIONS FOR ENCROACHMENT PERMITS AND WELL PERMITS  
FOR GEOLOGIC TESTING**

1. Restoration. Any permittee conducting digging, drilling or other geologic testing on public property or in the public right of way shall, upon the completion of testing, promptly repair, restore, and clean the property involved and return it to a condition which is at least as good as the condition in which it existed before the testing. All testing and repairs shall be performed in a workmanlike manner and in accordance with all applicable codes, regulations and industry standards and practices.

2. Instrumentation. Any permittee installing inclinometer tubes or other instrumentation for gathering geotechnical data in wells on public property or in the public right of way may examine and read such instrumentation upon receiving the approval of the City Engineer according to a schedule submitted in advance to the City Engineer, or upon two (2) working days notice to the City Engineer. A copy of all test results and data shall be provided to the City. Instrumentation reading will be limited to reasonable times so as to not intrude unduly on the use of the public right of way or create a traffic hazard.

3. Removal of Instrumentation. Any inclinometer tubes and/or wells shall be removed from the public right of way no later than two (2) years after the date of installation. Permittee may seek an extension of this removal date from the City Engineer for good cause.

4. Consent. Any permittee seeking to conduct geologic testing on private property must furnish to the City of San Clemente proof of the record property owner's consent in writing.

5. Insurance. Any permittee conducting digging, drilling or other geologic testing on public property or in the public right of way shall provide either (a) a written indemnity or additional insured endorsement in favor of the City in the minimum amount of \$1 million from an insurance carrier admitted in California, or (b) a bond from a responsible surety company admitted in California. The indemnity or bond shall cover the reasonable costs to repair, restore and clean the property adversely effected by the testing and return it to its pre-testing condition.

6. No City Liability. Permittee agrees to hold harmless, defend and indemnify the City of San Clemente and all of the City's agents for any and all injuries, damages, or other legal claims to persons and/or property that may arise from permittee's geologic testing or related work, including, but not limited to, damage to adjacent public or private property, damage to permittee's instrumentation, injuries to permittee's workers, and injuries to users of the public right of way. Permittee's indemnity obligation includes the City's cost of defense, attorneys' fees and expert fees.

I have read and understand the above conditions, and understand that I am receiving an encroachment and/or well permit from the City of San Clemente conditioned on my agreement to comply with these requirements. I am authorized to accept these conditions on behalf of my company/employer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Permittee