

**RECLAMATION DISTRICT NO. 1601  
ENCROACHMENT PERMIT NO. \_\_\_\_\_**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permission is hereby granted to \_\_\_\_\_ (hereafter, Permittee) to encroach upon the area of jurisdiction of Reclamation District No. 1601 (hereafter, District), in the following manner:

\_\_\_\_\_

\_\_\_\_\_.

This permit is granted upon the following conditions, which, by acceptance of this permit, Permittee agrees to observe and perform:

1. All permit fees, unless waived by the Board of Trustees, must be paid with submission of application. Permit fees are charged to defray a portion of District's administrative and inspection costs.

2. This permit shall be canceled and void unless work specified hereunder is initiated within \_\_\_\_ days from the date hereof and diligently prosecuted to completion. District Engineer must be notified at least \_\_\_\_ days prior to the commencement of the permitted work.

3. Permittee shall indicate acceptance of this permit, and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District office. The permit shall not become effective until accepted and signed by Permittee and returned to District.

4. Permittee shall comply with all recommendations and requirements set forth in this Permit, as well as in the report from the District Engineer regarding the encroachment above described.

5. Permittee will provide District with proof of satisfactory liability insurance and an endorsement naming the District, its Trustees, officers, employees, engineer and agents as additional insureds, unless such requirement is specifically waived by District.

6. Permittee will indemnify and hold harmless District, its Trustees, officers, employees, engineer and agents from any liability which may be incurred through injury to person or damage to property arising out of the construction or installation of the encroachment above described, and from any liability arising out of the maintenance and operation of the encroachment, except where maintenance thereof is herein accepted by District. If any claim of liability is made against Reclamation District No. 1601, its Trustees, officers, employees, engineer and agents, the Permittee shall defend and hold each of them harmless from each claim.

7. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.

8. All costs of maintenance and repair of the encroachment above described shall be borne by Permittee. Permittee shall, whenever instructed by District to do so, repair the encroachment in the manner prescribed by District whenever District determines that repair is required in the interest of District. Any repair ordered by District which is not performed by Permittee within thirty (30) days after written notice has been given by District of required repair may be performed by District, at Permittee's expense and Permittee shall promptly reimburse District for District's reasonable costs.

9. District reserves the right of access to its easement and right of way for any maintenance, repair or alterations of District facilities or of the facilities described above as required for District purposes. District shall not be responsible for any damage done to surface improvements of Permittee whether herein permitted or otherwise, resulting from the ordinary and necessary access to or exercise of its easement and right of way for District operations and maintenance and District is not required to replace any paving, black top or other improvement required to be removed in the process of its operations and maintenance. Permittee shall reimburse District for any increased cost of access caused by the improvements of Permittee described herein.

10. Permittee may make no alteration or improvement of any portion of District's easement and right of way not specifically herein permitted nor alter or remove any portion of the encroachment or improvement herein described without written consent from District.

11. This permit is revocable in whole or in part by District on thirty (30) days written notice to Permittee when such revocation is determined by Board of Trustees to be necessary for District purposes.

12. If Permittee does not comply with the covenants and conditions of this permit, District may, at its option, cancel the permit and District may remove the encroachment or improvement above described together with any appurtenances located within the easement and right of way of District and permittee shall promptly pay to District all costs and expenses incurred in such removal.

13. Reasonable precautions must be taken by the Permittee to avoid adverse environmental impacts during the construction or installation of the encroachment described above.

14. Issuance of this encroachment permit does not relieve the Permittee of its responsibility for obtaining any other permits required by federal, state or local statutes, or any right of entry from a private landowner.

15. Special Conditions:

A. A reimbursement agreement in a form satisfactory to District and executed by Permittee;

B. (Others- specify)

Dated: \_\_\_\_\_, 2001

**RECLAMATION DISTRICT NO. 1601**

By: \_\_\_\_\_

**ACCEPTANCE**

Permittee hereby accepts the above permit and agrees to comply with all of the requirements thereof.

Dated: \_\_\_\_\_, 2001

**PERMITTEE**

By: \_\_\_\_\_