

RECORDED AT REQUEST OF:

NEVADA IRRIGATION DISTRICT

WHEN RECORDED MAIL TO

Nevada Irrigation District

PO Box 459003

Grass Valley, CA 95945

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DOCK ENCROACHMENT PERMIT
(Combie Reservoir)**

PERMITTEE _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

APN: _____ PERMIT NO. _____

DISTRICT RESERVOIR AFFECTED Combie Reservoir

PROVISIONS GOVERNING THIS DOCK ENCROACHMENT PERMIT

1. **EXTENT OF USE UNDER PERMIT:** The right to install and use a dock under this permit shall be limited to the Permittee, and Permittee's invitees, agents and employees. So long as Permittee is not in default under the terms of this permit, the permit is appurtenant to the benefited property and shall pass to the Permittee's heirs, successors and assigns with the subject property. After recordation of this permit, subsequent subdivision or splitting of the property shall not entitle each new parcel to a dock. This permit and the right to a dock hereunder shall remain with the resulting parcel that is closest to the dock.

2. **MAINTENANCE AND REPAIR:** Permittee shall maintain and repair the dock at Permittee's sole cost and expense. The dock shall be maintained in good and safe condition at all times.

3. **COMPLIANCE WITH DISTRICT DOCK ENCROACHMENT REGULATIONS:** Permittee shall comply with all District regulations applicable to dock encroachments, including the terms of District's Resolution Authorizing Continued Presence of Existing Docks at Combie Reservoir, as the same may be amended from time to time.

4. **PAYMENT OF DOCK PERMIT FEES:** Permittee shall pay all dock permit fees charged by District to cover its costs of administering the dock permit program – which fees are subject to modification by District from time to time.

5. **DAMAGE TO DISTRICT'S PROPERTY:** Permittee shall promptly repair, at Permittee's own cost, any damage to District property due to activities under this permit, to the reasonable satisfaction of District. Should Permittee neglect to promptly make repairs, District may make repairs or have repairs made, and Permittee shall reimburse District for the cost of such repairs.

6. **REVOCAION:**

(a) Revocation for Cause: District may commence proceedings to revoke this permit for cause only after giving written notice to Permittee and a reasonable opportunity to correct any deficiency. If Permittee fails to make corrections in a **TIMELY MANNER**, District may revoke the permit upon giving written notice to Permittee of District's intent to revoke the permit and reasonable opportunity to be heard regarding the cause for such revocation. Within 10 days after the hearing, District shall give written notice of its decision to Permittee. Upon receipt of written notice of revocation, Permittee, shall, at Permittee's cost, remove the dock and restore District's property to its original condition. If Permittee fails to satisfactorily remove the dock, District may complete the work at the Permittee's sole cost. Revocation of a Dock Encroachment Permit at Combie Reservoir shall be permanent, and no further application for a dock for the subject property will be considered.

(b) Revocation or Amendment for the Benefit of District: District may revoke or amend this permit at any time as it deems necessary for the proper management of Combie Reservoir, including but not limited to public safety measures or to comply with health requirements for domestic water supply reservoirs. In the event of such revocation, Permittee shall be responsible for removal of the dock in the same manner as provided in paragraph 6(a), above.

7. UNPAID CHARGES: In the event that Permittee fails to pay any permit fees, or for District's cost of labor, materials and supplies that are incurred in correcting any deficiency hereunder (after having been billed by District), District may add the unpaid charges for services rendered to the annual assessment or taxes on the subject property, or may record a certificate of lien against Permittee, as provided in Water Code section 25806.

8. LIABILITY: Permittee shall assume entire responsibility for all activities and uses under this permit including, but not limited to, property damage, personal injury, wrongful death, water quality violations, silting of the reservoir area, and injury to any aquatic life including fish within the reservoir. Permittee shall at all times maintain insurance naming District as an additional insured in such amounts and types as set forth in the District Dock Encroachment Regulations from time to time.

9. POSSESSORY INTEREST TAX: If the rights conferred by this permit create a possessory interest within the meaning of Revenue and Taxation Code section 107.6, Permittee shall pay all possessory interest taxes.

10. SPECIAL PROVISIONS: _____

11. COVENANTS: The covenants, provisions, terms and conditions contained in this permit shall bind and burden the successors and assigns of the Permittee who are subsequent owners of the subject property, and the successors and assigns of District.

12. ISSUANCE: This permit is issued under Rules and Regulations Governing Physical Encroachments to District Facilities and is subject to the rules and regulations stated therein.

THE UNDERSIGNED, BEING THE LEGAL OWNERS OF THE SUBJECT PROPERTY OF THIS PERMIT, HAVE READ ALL PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT AND BY SIGNING AGREE TO COMPLY WITH ALL PROVISIONS INCLUDED THEREIN.

Name _____ Date _____

Address _____ Parcel Number _____

Name _____ Date _____

Address _____ Parcel Number _____

Approved this _____ day of _____ 20____ on behalf of and for the **Nevada Irrigation District.**

Nevada Irrigation District