

NEVADA IRRIGATION DISTRICT
ENCROACHMENT CONSTRUCTION AUTHORIZATION
APPLICATION FORM

E.P. No.:

The undersigned hereby applies for permission to encroach upon a Nevada Irrigation District facility at the following location:

Assessor's Parcel No.: \_\_\_\_\_ County: \_\_\_\_\_

Situs Address: \_\_\_\_\_

The entire Scope of Work includes the following (provide accurate description, work area/location, sketch, etc.):

Multiple horizontal lines for providing a detailed description of the scope of work.

PROVISIONS GOVERNING THIS AUTHORIZATION

- 1. PROPERTY INTEREST. This Authorization is valid only for the purposes specified herein...
2. EXTENT OF USE UNDER AUTHORIZATION. The right to use structures or installations shall be limited to the Applicant...
3. MAINTENANCE AND REPAIR. The Applicant shall maintain and repair the installation at all times at his sole cost...
4. DAMAGE TO DISTRICT CANALS OR OTHER STRUCTURES. The Applicant shall promptly repair, at his own cost, any damage...
5. REVOCATION. The District may revoke or cancel this Authorization upon giving notice to the Applicant...
6. UNPAID CHARGES. In the event the Applicant fails to pay the District's cost for labor, materials and supplies...

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- 7. **LIABILITY.** The Applicant shall assume entire responsibility for all activities and uses under this Authorization and shall save the District free and harmless from any and all expense, cost or liability in connection with or resulting from the exercise of this Authorization, including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of up-stream random silting of said reservoir and any or all aquatic life, including fish life within said reservoir.
  
- 8. **COVENANTS.** The covenants, provisions, terms and conditions contained in this Authorization shall bind and burden the successors and assigns of this Authorization, as well as bind and benefit the successors and assigns of this Authorization, as well as bind and benefit the successors and assigns of the District.
  
- 9. **ISSUANCE.** This Authorization is issued under the Rules and Regulations Governing Physical Encroachment to District facilities, and is subject to the rules and regulations stated within.
  
- 10. **CONSTRUCTION.** All work shall be constructed at the Applicant's sole cost and expense in accordance with District plans and specifications attached hereto, subject to the approval of the District's Manager. The work area must also be cleaned to the satisfaction of the District's Manager.
  
- 11. **COMPLETION OF CONSTRUCTION.** If the Applicant does not complete construction to the District's satisfaction, within the time limit allowed, the District may, at its option, either complete the construction and installation of the physical encroachment or cause the removal of the physical encroachment. In either case, the Applicant shall bear all costs and expenses for labor, materials and supplies.
  
- 12. **WATER OUTAGES CAUSED BY CONSTRUCTION.** Prior to commencing construction or installation of any physical encroachments, which shall lie within, cross over or under District facilities, to such an extent as to cause a fluctuation or interference in District facilities, the Applicant shall notify the District of a possible need for an interruption in the flow of water through District works, commonly referred to as a "water outage." The District may arrange for the Applicant to provide a water outage at such time as is convenient to the District. The Applicant should provide the District with at least seven (7) days advance notice of the Applicant's plan to construct or install a portion of the physical encroachment within District facilities causing the interruption or interference with water flow, so that the District may properly plan for and arrange a water outage.

**The undersigned has read all of the following provisions governing this Authorization and, if the Authorization is approved, agrees to perform the work in accordance with the provisions set forth herein.**

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Telephone(s)*