

RECORDING REQUESTED BY:
NEVADA IRRIGATION DISTRICT
NO FEE FOR RECORDING PER G.C. 6103

AND WHEN RECORDED MAIL TO:
NEVADA IRRIGATION DISTRICT
ATTN.: ENCROACHMENTS
1036 WEST MAIN STREET
GRASS VALLEY, CA 95945-5424

County: _____ APN(s): _____ *SPACE ABOVE LINE FOR RECORDER'S USE*

ENCROACHMENT PERMIT

Grantor: NEVADA IRRIGATION DISTRICT Permit No.: _____ Deed No.: _____

Permittee: _____

Mailing Address: _____

Situs Address: _____

Description of Encroachment: _____

District Facility Affected: _____

Location of Encroachment: County: _____ APN(s): _____
Section(s) _____, Township _____ North, Range _____ East, M.D.M.

PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT

1. **PROPERTY INTEREST:** This permit is valid only for the purposes herein, and neither the Permit nor the use thereunder shall create an easement, right of way or other interest in real property.
2. **EXTENT OF USE UNDER PERMIT:** The right to use structures or installations shall be limited to Permittee's property, his agents and employees; Nevada Irrigation District (hereinafter referred to as the "District") having the right of ingress and egress across any structure, or installation at any and all times. District may from time to time, at its discretion, access the encroachment area to confirm use consistent with the authorization. Permittee's use of the encroachment area shall not interfere with District's operations. District may, without charge, use any improvements installed by Permittee within the encroachment area, as it deems necessary to conduct its operations.
3. **MAINTENANCE AND REPAIR:** Permittee shall maintain and repair installation at all times at his sole cost and expense and in a safe condition, satisfactory to the District's Manager. Should the Permittee neglect to promptly make repairs, the District may repair, replace, remove, or have such done and Permittee shall pay all costs and expenses. Permittee shall install any improvements and conduct any activities authorized by this permit in strict conformance with this authorization. Permittee shall not expand or otherwise modify the authorized use of the encroachment area, without first obtaining the written approval by the District.
4. **DAMAGE TO DISTRICT CANALS, DITCHES OR OTHER STRUCTURES:** Permittee shall promptly repair, at his own cost; any damage caused to the District's canals, ditches, structures, or facilities due to work under this permit, to the satisfaction of the District's standards and specifications. Should Permittee neglect to promptly make repairs, the District may make repairs or have repairs made and Permittee shall pay all costs.

- 5. **REVOCAION:** The District may, at its discretion, revoke or cancel this permit upon giving a thirty day notice to Permittee of intent to cancel or revoke permit and upon giving Permittee an opportunity to be heard regarding the cause of revocation or cancellation. Within ten (10) days subsequent to the requested hearing, the District shall give written notice of its decision to either revoke or cancel the permit, or to maintain the permit and its conditions in full force and effect. Upon receiving notice of revocation, the Permittee, at his cost, must remove the physical encroachment and restore the District facility to its original condition. If the Permittee fails to satisfactorily remove the encroachment, the District will complete the work at the Permittee's sole cost. Permittee shall assume all risk of loss as a result of revocation be it reliance on improvements, investments, or other.
- 6. **UNPAID CHARGES:** Costs incurred by the District under this permit are deemed charges for services furnished by the District within the meaning of Water Code Section 22280. If the Permittee fails to pay any and all costs for labor, materials, and supplies incurred under Provisions 3, 4, and 5 of this permit the District may add these charges to the annual assessment levied upon the land owned by the Permittee all pursuant to Water Code 25806.
- 7. **LIABILITY:** Permittee shall assume entire responsibility for all activities and uses under this permit 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 permit 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 area, and any, or all aquatic life, including fish life within said reservoir.
- 8. **COVENANTS:** The covenants, provisions, terms and conditions contained in this Permit shall bind and burden the successors and assigns of Permittee as well as benefiting the successors and assigns of the District.
- 9. **ISSUANCE:** This permit is issued under the Rules and Regulations Governing Physical Encroachments to District facilities and is subject to District Rules and Regulations, as they now exist and as hereafter duly promulgated, and Permittee shall at all times conform its improvements and activities to said Rules and Regulations. Permittee shall also comply with all applicable federal, state, and local laws and regulations, and obtain any such permits as required. Permittee shall be responsible for obtaining and producing authorization if required to do so. Permittee shall be responsible for obtaining and providing authorization from the owner of a subservient estate.

THE UNDERSIGNED, BEING THE LEGAL OWNER(S) OF THE SUBJECT PROPERTY OF THIS ENCROACHMENT PERMIT, HAVE READ ALL PROVISIONS GOVERNING THIS PERMIT AND BY SIGNING AGREE TO COMPLY WITH ALL PROVISIONS INCLUDED WITHIN.

Date: _____

Owner: _____
Signature

Date: _____

Owner: _____
Signature

Approved this _____ day of _____, 20____ on behalf of and for:

NEVADA IRRIGATION DISTRICT

Remleh Scherzinger, P.E.
General Manager