

NEVADA IRRIGATION DISTRICT ENCROACHMENT APPLICATION

E.P. No.:

The undersigned hereby applies for permission to encroach upon a Nevada Irrigation District facility, easement, or right of way 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.):

PROVISIONS GOVERNING THIS AUTHORIZATION

1. PROPERTY INTEREST. This Authorization is valid only for the purposes specified herein and neither the Authorization nor use thereunder shall create an easement, right of way or other interest in real property.
2. EXTENT OF USE UNDER AUTHORIZATION. The right to use structures or installations shall be limited to the Applicant, the Applicant's 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 time and all times.
3. MAINTENANCE AND REPAIR. The Applicant shall maintain and repair the installation at all times at his sole cost and expense and in a condition satisfactory to the District's Manager. Should the Applicant neglect to promptly make repairs, the District may make repairs or have repairs made and the Applicant shall pay all costs and expenses.
4. DAMAGE TO DISTRICT CANALS OR OTHER STRUCTURES. The Applicant shall promptly repair, at his own cost, any damage caused to the District's canals, ditches or structures due to work under this Authorization to the satisfaction of the District's Manager. Should the Applicant neglect to promptly make repairs, the District may make repairs or have repairs made and the Applicant shall pay costs.
5. REVOCAION. The District may revoke or cancel this Authorization upon giving notice to the Applicant of intent to cancel or revoke this Authorization and upon giving the Applicant 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 this Authorization or to maintain this Authorization and its conditions in full force and effect. Upon receiving notice of revocation, the Applicant, at the Applicant's cost, must remove the physical encroachment and restore the facility to its original condition. If the Applicant fails to satisfactorily remove the encroachment, the District will complete the work at the Applicant's sole cost.
6. UNPAID CHARGES. In the event the Applicant fails to pay the District's cost for labor, materials and supplies, after being billed by the District, that are incurred under Provisions 3, 4 and 5 of this Authorization, the District may add the unpaid charges for services rendered to the annual assessment levied upon the land owned by the Applicant, within the District boundaries, all pursuant to Water Code Section 25806.

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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 fourteen (14) 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)