



MAXWELL IRRIGATION DISTRICT

A PUBLIC ENTITY—EST. 1918

APPLICATION FOR ENCROACHMENT PERMIT

(To the Maxwell Irrigation District and Board of Directors thereof)

Application of: _____ Date: _____

The undersigned hereby applies for permission to encroach on the Maxwell Irrigation District's easement. *(Describe real property involved, e. g., fee, easement, etc.)*

TYPE OF WORK:

GENERAL LOCATION:

If an encroachment permit is approved by the Maxwell Irrigation District (**the "District"**) pursuant to this application, the undersigned (**the "Permittee"**) agrees and promises as follows:

1. Permittee shall submit to the District or any officer, agent or employee thereof designated by the Board of Directors a sketch or map showing the location of the proposed construction in reference to the real property or interests in real property held by the District and affected or to be affected by the proposed encroachment.
2. Permittee shall, prior to performing any work authorized by an encroachment permit, submit to the District plans, drawings and specifications related to the proposed encroachment for review by the District.
3. Within a reasonable time, the District shall review the plans, drawings and specifications and may approve them, reject them or approve them with modifications. No construction or other work on or within District property shall be commenced until all plans, drawings and specifications have been approved. In the construction of the proposed encroachment, the Permittee shall conform to the approved plans, drawings and specifications and to any and all conditions, specifications and requirements set out in writing by the District and any officer, agent or employee thereof designated by the Board of Directors. No Deviations shall be permitted without the prior written consent of the District.
4. Upon completion of the work contemplated and any and all work related thereof, all brush, timber, scrapes and other material shall be entirely removed by the Permittee and the Permittee shall leave the property upon which the work was performed in its prior condition satisfactory to the District.
5. Permittee shall exercise reasonable care to maintain properly an encroachment on the District property and shall exercise reasonable care in inspecting for an immediately repairing and replenishing any damage to any portion of the property which occurs as a result of the existence or maintenance of the encroachment, or the property which would not have occurred had such work not been done or such encroachment not placed therein or thereon.

6. The Permittee shall remove or relocate without expense to the District any facilities installed, used or maintained on District property if and when necessary to allow the District to carry out any maintenance, construction, repair, or other work on District property including, but not limited to changes of grade, alignment, depth, width, or design of, removal of any structure or work owned or constructed by the District and repairs, maintenance, and construction of any roads, ways, ditches, canals, pipes, culverts, gates, sluices, weirs, pumps, viaducts, aqueducts, right-of-way, easements or similar facilities.
7. The District or any officer, agent or employee thereof designated by the Board of Directors of the District shall at all times have the right to inspect the encroachment to determine if Permittee is complying with all terms and conditions of the permit, if a permit is granted.
8. The Permittee shall be responsible for all liability for personal injury or property damage which may arise out of the work to be permitted, from the existence or use of any facility authorized by the encroachment permit, and from the failure on the part of the Permittee for perform all obligations under this application or the permit, if permit is granted. In the event any lawsuit or claim of such liability is made against the District, or any department, office officer, or employee thereof, Permittees shall defend, indemnify and hold each of them harmless from such claim or lawsuit and from all costs and/or judgments arising there from.
9. Should Permittee fail to properly maintain any facilities constructed pursuant to an encroachment permit, the District may carry out such repairs and the Permittee shall reimburse the District for all costs incurred, of, at the District's sole discretion, remove such facilities without notice to Permittee. Permittee shall reimburse the District for all costs for removal.
10. Permittee understand and agrees that the commencement of any work under this permit if granted shall constitute an acceptance of all conditions and provisions contained herein or provided in said permit.
11. The granting of a permit shall not be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be enacted within the above described property or interests in property of the District.

Applicant / Firm: _____

Signed By: _____

DO NOT WRITE BELOW THIS LINE- MAXWELL IRRIGATION DISTRICT USE ONLY

COMMENTS, CONCERNS, AND RECCOMENDATION(S) UPON REVIEW:

Ron Chambers, Operations Superintendent / Date