

GOLDEN WEST COMMUNITY SERVICES DISTRICT
ENCROACHMENT PERMIT

No. _____

Date: _____

To: _____

In response to your Application and subject to all the terms, conditions and restrictions written below, the General Provisions attached hereto, or any and all printed general and special specifications, PERMISSION IS HEREBY GRANTED TO _____

(hereinafter referred to as the "Permittee") by Golden West Community Services District (hereinafter referred to as the "District"), to encroach upon District's Property described as _____

and as depicted in Exhibit B attached hereto, for the following purposes: _____

TERMS, CONDITIONS AND RESTRICTIONS:

1. Permittee shall comply with District's Ordinance No. 5, a copy of which is attached hereto and incorporated herein by this reference.
2. District Property subject to the encroachment shall be restored to its condition as of the date of the issuance of this Permit, or better.
3. Any and all construction work performed and/or improvements installed on District Property pursuant to this Permit shall be constructed and completed to the satisfaction of District, which shall be notified before any work is started by advising the General Manager in writing.
4. Permittee's use of District Property is limited to those purposes and those activities specifically described in this Permit. Failure of Permittee to comply with this condition may result in revocation of this Permit.
5. Administrative costs incurred by the District in reviewing Permittee's Application for Encroachment Permit and issuing this Encroachment Permit, together with all costs of any inspections required by the District due to activities conducted by Permittee on District Property pursuant to this Permit shall be estimated by District and such amounts shall be deposited by Permittee with District prior to the issuance of this Permit.

6. The District assumes no maintenance responsibility for the construction work, improvements, or other encroachments permitted on District Property pursuant to the terms of this Permit. The Permittee assumes any and all maintenance responsibility for the Property subject to the encroachment during the term of the permitted encroachment, including any construction work or improvements constructed on the Property, so long as such encroachment is permitted on District Property.
7. The Permittee shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Permit by the Permittee, any subcontractor or the Permittee's agents or employees; (2) any alleged negligent act or omission of the Permittee, any subcontractor, the Permittee's agents or employees, in connection with any acts performed or required to be performed pursuant to this Permit; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of the Permittee, Permittee's agents or employees in carrying out the provisions of this Permit. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees. This indemnification shall survive the termination of this Permit.
8. Upon completion of the activities and purposes specified herein, the Permittee shall contact the designated representative of the District, who will specify an expiration date for this Encroachment Permit. Encroachment Permits issued for permanent improvements such as driveways and/or culverts may be issued as perpetual Permits.
9. This Permit is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. The Encroachment Permit General Provisions attached hereto as Exhibit A are hereby incorporated herein by this reference.
10. This Permit authorizes Permittee to encroach on District Property for the purposes specified herein until such purposes and activities have been completed, but in no event later than _____, 201_. This Encroachment Permit expires as of that date. If this Encroachment Permit is issued for a permanent improvement such as a driveway or culvert, this Permit may be issued as a perpetual permit.

GOLDEN WEST COMMUNITY SERVICES DISTRICT

By: _____

I agree to abide by all terms and conditions of this Encroachment Permit and District Ordinance No. _____.

Permittee

EXHIBIT A

GOLDEN WEST COMMUNITY SERVICES DISTRICT ENCROACHMENT PERMIT GENERAL PROVISIONS

1. Definition: The term “encroachment” as used in this Permit is as defined in District’s Ordinance No. 5 (hereinafter the “Encroachment Ordinance”). This Permit is revocable on five days notice.
2. Acceptance of Provisions: It is understood and agreed by the Permittee that the doing of any work, or the performance of any activity, or the granting of any access under the authority of this Permit shall constitute an acceptance by Permittee of the provisions, terms and conditions of this Permit and the District’s Ordinance No. 5.
3. No Precedent Established: This Permit is granted upon the condition that the permission granted to use District Property for the purposes specified herein shall not be construed as establishing any precedent with respect to what constitutes permissible uses of District Property.
4. Notice Prior to Commencing Use: Notice shall be given to District at least two days in advance of the date Permittee’s use of District Property pursuant to this Permit is to begin.
5. Keep Permit on the Site: This Permit shall be kept at the site of the encroachment on District Property permitted hereby, and must be shown to any representative of the District or any law enforcement officer on demand.
6. Storage of Material: No material shall be stored on District Property except as otherwise authorized by this Permit.
7. Clean Up District Property: Upon completion of the use of the District Property permitted hereby, Permittee shall remove all debris (soil, concrete, pavement, wood, etc.), rubbish, or other materials and District Property subject to the encroachment shall be restored to its condition as of the date the Permit was issued.
8. Satisfaction of District: Any work constructed or improvements installed within the encroachment shall be completed to the satisfaction of the District. District may periodically inspect the District Property subject to the encroachment, and the cost of any such inspection shall be reimbursed to District out of the deposit paid by Permittee upon the issuance of this Permit.
9. Insurance Requirements: In order to fund Permittee’s indemnity obligations under Section 7 of the Permit, Permittee shall carry and maintain during the life of this Permit, such general liability, property damage and contractual liability insurance and workers’ compensation insurance as specified below:

- A. General Liability and Property Damage Insurance. The Permittee shall furnish general liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards, in a minimum amount not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The general liability and property damage insurance furnished by the Permittee shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as the Permittee, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from the Permittee's operations in the activities and purposes authorized by this Permit, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of the Permittee. Said insurance shall also specify that it acts as primary insurance.

If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

- B. Workers' Compensation Insurance: If the Permittee's Application for Encroachment Permit proposes that construction be performed on District Property, then Permittee shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the activities and/or purposes contemplated by this Permit, in accordance with the Workers' Compensation Insurance Act contained in the Labor Code of the State of California.

. If the Permittee fails to maintain such insurance, this Permit may be revoked at the discretion of District on written notice to Permittee.

By execution of this Permit, the Permittee certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.”

As part of the execution of this Permit, the Permittee agrees to furnish to the District a certified copy of the insurance policies it has taken out for general liability, property damage and workers' compensation insurance set forth above for the period covered by this Permit. Such insurance shall be placed with an insurance carrier acceptable to the

District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the activities and/or purposes contemplated by this Permit. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received notification of such cancellation or reduction.

Should the Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to revoke this Permit forthwith and without regard to any other provisions of this Permit.

10. Making Repairs: Repairs to District Property necessitated by Permittee's use of District Property shall be performed by employees of the District and the expenses thereof shall be charged to Permittee. All costs incurred by District with respect to laborers, supervisors and inspectors with respect to such repair work shall be paid as a deposit r by Permittee upon issuance of this Permit. To the extent such deposit exceeds the costs incurred by the District in issuing this Permit, inspecting the Property, and repairing the Property, if necessary, any excess will be refunded to Permittee upon the expiration of this Permit.

The District will give reasonable notice of its election to make such repairs. If the District does not so elect, the Permittee shall make such repairs promptly at its sole expense. In every case, the Permittee shall be responsible for restoring any portion of District Property which has been disturbed to its former condition as of the date of issuance of this Permit.

11. Maintenance: The Permittee agrees by the acceptance of this Permit to exercise reasonable care to maintain the Property subject to this encroachment, and any improvements placed thereon during the period of the permitted encroachment as authorized by the terms of this Permit. The Permittee shall undertake all such maintenance and/or repairs at its own expense.

12. Relocation: Relocation of any improvement constructed upon District Property pursuant to this Encroachment Permit, if required by future District operations, shall be at the sole expense of the Permittee. The District shall provide Permittee with notice as to the date by which any improvements constructed pursuant to the Encroachment Permit must be removed or relocated. If Permittee fails to remove or relocate any such improvement within such period of time, District may remove or relocate such improvement in its discretion and charge the costs thereof to Permittee, which costs Permittee hereby agrees to reimburse to District upon demand. District may also exercise its rights to revoke this Permit.

13. Driveway and culvert construction plans shall meet the requirements of El Dorado County Design Standard 103B-1.

14. The provisions of this permit must be satisfied prior to occupancy of a new residence.
15. The Permit does not grant permission perform activities on property owned by others. It is the Permittee's responsibility to identify and respect all existing property lines and rights of way.
16. Landscaping permitted pursuant to this permit shall not exceed eighteen (18) inches in height.
17. Mailboxes shall be located so as not to interfere with maintenance of roadways, culverts or drainage ditches.

I agree to abide by the above terms.

Dated:

Permittee