

ORDINANCE NO: 2015-5
Exhibit A



001011 **GOLDEN WEST COMMUNITY SERVICES DISTRICT**

APPLICATION FOR ENCROACHMENT PERMIT

TO: Golden West Community Services District
P.O. Box 448
El Dorado, CA 95623

The undersigned hereby applies for an encroachment permit to obtain access to District- owned property, easements and/or right of way (“District Property”) at the following described location and for the following activities and purposes:

Location: _____

Description of Activities and Purposes: _____

(Attach additional sheets, plans, etc., if needed)

Applicant: _____
Name (please print)

Contractor: _____
Name (please print)

Estimated duration of activities: _____

Conditions of Permit:

1. Applicant agrees to perform all activities in accordance with the requirements and conditions set forth in the Encroachment Permit and any **Special Conditions** (Item 7 below) herein, subject to inspection and approval of the District Representative.
2. Applicant will contact the General Manager at least 24 hours prior to commencing activities on District Property in order that an inspection may be scheduled.
3. Applicant agrees to maintain District Property in a reasonable and safe condition throughout the term of this Permit.

4. Applicant agrees to comply with all local ordinances concerning the activities to be undertaken on District Property and the use thereof, including but not limited to District Ordinance No. 5.

5. Applicant agrees to perform at Applicant's own expense any replacements or repairs necessary to return District Property to the condition it was in as of the date of issuance of this Permit.

6. The Applicant 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 Applicant, any subcontractor or the Applicant's agents or employees; (2) any alleged negligent act or omission of the Applicant, any subcontractor, the Applicant'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 Applicant, Applicant'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.

7. **Special Conditions:** _____

This Application for Encroachment Permit does not constitute the Encroachment Permit or District consent to access District Property for the purposes described in this Application. District permission to perform activities on District Property and the terms and conditions of Applicant's use of District Property will be specified in a separate Encroachment Permit signed by an authorized representative of the District and also by the Permittee. By his or her signature below, the Applicant acknowledges that this Application does not constitute District permission to perform the list of activities on District Property. In executing this Application, Applicant acknowledges that it has received and reviewed a copy of the District's Ordinance No. 5 and agrees to abide by all the terms and conditions of said Ordinance.

Dated: _____

Applicant

