



**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. 2015-5, 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.

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 _____. 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. 5.

Permittee

Administrative fee: Driveway \$20 Others (per Ordinance 1) _____

Total Fee: _____ Received by: _____

Permit Approved: _____ by: _____

Work Completed: _____ Inspected by: _____