RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:

CENTRAL SAN JOAQUIN WATER CONSERVATION DISTRICT
1900 McHenry Ave. Suite #305
Escalon, CA 95320

APN:

ENCROACHMENT PERMIT
ON THE _____

THIS ENCROACHMENT PERMIT executed this _____ day of _____, _____, by and between CENTRAL SAN JOAQUIN WATER CONSERVATION DISTRICT, a water conservation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and _____, hereinafter referred to as "OWNER" sets forth Permits as follows:

W I T N E S S E T H:

WHEREAS, DISTRICT occupies easements, fee-owned lands, and rights of way for its irrigation and drainage facilities, and

WHEREAS, OWNER'S property described in the attached **Exhibit "A"** (the "Subject Property") is subject to all or a portion of said easements, fee-owned lands, or rights of way, and

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the _____ easement, fee-owned land, or right of way with encroachments as follows:

1.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right of way, or other interest in real property owned by DISTRICT.

   DISTRICT intends hereby to assent only to (a) an encroachment upon an

easement or easements, right of way or rights of way held by DISTRICT or (b) to confer a license to OWNER to encroach upon DISTRICT fee-owned lands, all subject to the terms hereof. Nothing in this Permit constitutes a grant or other disposition of any land or interest in land, which is owned or otherwise occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this Permit relates only to the rights of DISTRICT by virtue of an easement or easements, right of way or rights of way upon Subject Property or upon land owned in fee by DISTRICT. It is understood that nothing in this Permit shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement or right of way land.

2. Assignments, Sublicenses and Termination. The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns, however, OWNER may not, without the prior written consent of DISTRICT, authorize or permit others to utilize any facilities, structures, easements or rights of way area which are in any way not expressly authorized by this Permit. Should OWNER wish to terminate this permit, written notice shall first be provided to DISTRICT. Upon approval, DISTRICT may request with 30 days written notice, the removal or relocation of all or portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT. Should OWNER'S encroachments not be removed within the specified time, DISTRICT shall remove the encroachments and bill OWNER for all costs and expenses incurred.

3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT easement, fee-owned land, or right of way. OWNER'S encroachment shall not interfere with DISTRICT's operational use of its irrigation and drainage facilities.

4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of this permit including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof. OWNER shall promptly repair, at their own cost and under DISTRICT

supervision, any damage caused to DISTRICT'S facilities due to work under this permit, to the satisfaction of DISTRICT. Should OWNER neglect to promptly make repairs, DISTRICT may make repairs or have repairs made and OWNER shall pay all costs and expenses.

5. Plans and Specifications: Construction. All encroachments and structures constructed under this Permit shall be erected by DISTRICT. Should DISTRICT allow OWNER to construct the encroachments and structures, the work shall be done in accordance with plans and specifications and upon locations approved in advance by DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches of DISTRICT or to make more expensive or to interfere in any manner whatsoever with the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "B" and "C"** (IF ATTACHED) indicate approved locations and/or plans of herein described encroachments. **Exhibit "D"** (IF ATTACHED) provides the Insurance and Bonding requirements of DISTRICT, which shall be met by OWNER prior to the start of construction.

   Should DISTRICT allow OWNER to construct the encroachments and structures, OWNER shall call DISTRICT at (209) 466-7952 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department Designee. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or his contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said encroachments at his or her sole cost and expense. Should OWNER neglect to promptly make repairs which impair the integrity and/or serviceability of DISTRICT facilities, DISTRICT may make repairs or have repairs made and OWNER shall pay all costs and expenses. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT.

   For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement,

fee-owned land, and right of way. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

THIS PERMIT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

CENTRAL SAN JOAQUIN WATER CONSERVATION DISTRICT
"DISTRICT"

_____ _____
Kevin King, Date
General Manager

"OWNER"

_____ _____
Notarized Signature Date

_____ _____
Print Name Title

Mailing Address:

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me _____**, Notary Public,**
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
Signature (Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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State of California
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_____
Signature (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

APN: _____

END OF DESCRIPTION

EXHIBIT “B”

ENCROACHMENT LOCATION

EXHIBIT “C”

APPROVED PLANS