

HAYDEN LAKE IRRIGATION DISTRICT
Application & Permit
P.O. Box 162 ♦ 2160 W. Dakota Ave.
Hayden, ID 83835-1062
E-mail: HaydenIrrigation.com

ENCROACHMENT PERMIT

You may also need to obtain separate permission from the property owner or other municipality. *Read both pages of this Permit and all the attachments carefully.*

Permittee: _____ Contractor: _____
Contractors License # _____

Address: _____ Address: _____

City/State/Zip: _____ City/State/Zip: _____

Contact Person: _____ Telephone Number: _____ Fax Number: _____

Expiration Date: **30 days** All work described in this permit, shall be completed on: _____
If all work covered by this permit, including finish paving is not completed by this date, you must acquire a new permit.

Permitted Activity: _____

Start Date: _____ Projected Completion Date: _____

Site Address: _____

General Permit Conditions:

- ALL WORK MUST BE INSPECTED. ARRANGE** for an **INSPECTION** by phoning the District at the above number, *at least* two working days before you begin work. **WORK DONE WITHOUT NOTIFICATION IS SUBJECT TO REJECTION AND/OR A PENALTY OF \$100.00.**
- IF WORK is performed **without a permit**, the fee shall be **double** the amount per fee schedule or a **minimum** of \$300.00. All work performed *without* a permit is subject to removal and/or reinstallation.
- THE DISTRICT may modify this permit to meet field conditions.
- The Encroachment Permit Conditions** of this permit apply. **READ CAREFULLY.**
- INSPECTION CHARGES** - Will be billed to whoever takes out the permit. Any exceptions must be resolved before the permit is issued. Permits will not be signed off as complete until all the review and inspection charges are paid in full.
- You must schedule a **FINAL INSPECTION** by phoning the District. After the Final Inspection has been completed and the District has signed off on the permit, **refunds of fees or deposits** will be processed. Refunds will be sent out **90 days** from the date the permit was signed off. A signed off permit from another permitting agency or utility company does not guarantee the work performed under this permit has been completed satisfactorily.

Items Attached or Referred to Herein and Made Part Hereof:

- [] General Permit Conditions Attachment;
 - [] Special Permit Conditions _____
- _____

Signature of Permittee: _____ Date: _____

Print Name: _____

FOR OFFICE USE ONLY

- FEES PAID PERMIT GRANTED PERMIT DENIED Other Waived for 30 days

GENERAL ENCROACHMENT PERMIT CONDITIONS

1. If required by the Administrator, the Permittee shall give at least 48 hours advance notice prior to commencing work.
2. Provide and maintain enough barricades, lights, signs, cones, flaggers and other safety measures to protect the public.
3. The Permittee agrees to save, indemnify and hold harmless the Hayden Lake Irrigation District, its officers, employees and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work covered by this permit and does agree to defend the County, its officers, employees and agents against any claim or action asserting such a liability. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing issuance of such permit.
4. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the District's easement in such a manner as to interfere with access to the District's lines.
5. Permittee is responsible for any damages to District property or to any property in the easement which is caused by the conduct of the work performed hereunder. Permittee shall restore the easement area to the same condition as existed prior to the work at its sole expense. If trench or pavement settlement should occur, the repairs shall be made by the Permittee as directed by the District's Administrator at no cost to the District.
6. All work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the District Administrator, and the entire expense of said supervisions shall be borne by the Permittee.
7. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the District from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the District from using any of its easements, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
8. The District may revoke, annul, change, amend, amplify, or terminate this permit or any of the condition herein enumerated if Permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the encroachment herein granted is not installed or operated and maintained in conformity herewith or for any reason or cause whatsoever.
9. The Permittee shall maintain at his or their sole expense the structure of object for which this permit is granted in a condition satisfactory to the District's Administrator.
10. The District makes no representation as to the easement width. It shall be the Permittee's responsibility to determine the limits of the easement. This permit covers operations in the easement area only and the Permittee is responsible for any of his actions outside the easement area to the abutting property owner(s).
11. Permittee is responsible for repair or improvements due to damage from District's maintenance of the easement.
12. This permit is personal to the Permittee and does not inure to the successors or assigns of the Permittee. No assignment of this permit or any interest therein shall be acknowledged by the District without its prior written consent.
13. In the event District shall require the removal of the Permitted encroachment over said easement, the Permittee shall remove the encroachment and restore the easement area at its sole expense. After thirty (30) days written notice from District to Permittee to remove the encroachment, or immediately in the event of an emergency, the District may remove the same and Permittee shall pay the cost of such removal.
14. The Permittee may terminate this permit by giving written notice to the District specifying the termination date.