



**CDID #1**  
CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 1

5350 PACIFIC WAY, LONGVIEW, WA 98632  
PHONE (360) 423-2493 • FAX (360) 578-2924

# ENCROACHMENT PERMIT APPLICATION

DATE:	PERMIT NUMBER:
APPLICANT:	PHONE:
ADDRESS:	
PROPERTY LEGAL DESCRIPTION OR ASSESSOR'S TAX NUMBER:	
STREET ADDRESS OF PROPERTY:	
DESCRIPTION OF REQUEST (ATTACH <u>6</u> COPIES OF PLANS AND SUPPORTING ENGINEERING DOCUMENTS):	
DURATION OF PERMIT (CHECK BOX AND INSERT TERMINATION DATE, IF ANY):	
<input type="checkbox"/> TERMINATION DATE:	<input type="checkbox"/> NO TERMINATION EXCEPT UPON CANCELLATION BY CDID #1

Applicant has read and fully understands the conditions set forth on the reverse side hereof, and the signature hereon by applicant constitutes applicant's full and complete agreement to be bound by such conditions in the event the permit requested is granted. The conditions of this permit, included herein and/or attached hereto, are hereby accepted by the applicant who hereby agrees to comply with said conditions, and acknowledges receipt of a copy thereof. This permit is not valid unless signed by the Manager of CDID #1.

APPLICANT SIGNATURE (OWNER): \_\_\_\_\_ DATE: \_\_\_\_\_

## PERMIT TO ENCROACH ON CDID #1 RIGHT-OF-WAY

THIS PERMIT REQUESTED IS HEREBY GRANTED TO THE APPLICANT, SUBJECT TO THE FOLLOWING CONDITIONS:

<input type="checkbox"/> NONE	<input type="checkbox"/> ATTACHED HERETO	<input type="checkbox"/> AS HEREIN NOTED
CDID #1 Shall Receive Minimum 48-hour Notice Prior To Construction • 360.423.2493		

This application was reviewed and approved by the CDID #1 Board of Supervisors on: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

CDID #1 DISTRICT MANAGER : \_\_\_\_\_ DATE: \_\_\_\_\_

## CONDITIONS OF PERMITS ISSUED BY C.D.I.D. NO. 1 OF COWLITZ COUNTY

1. This Permit is personal to Permittee and it is not appurtenant to adjoining real property. This Permit does not convey or transfer any interest in real property; it only grants permission for the use of real property of the District. District relies upon the Permittee, or Permittee's successors, to comply with all conditions of this Permit, and upon the sale or transfer of the interest of Permittee in real property adjoining that of the District. This Permit may be transferred by Permittee to a successor, subject to all of the terms hereof.
2. The Permit herein granted may be canceled and terminated upon thirty (30) days notice, in writing, to the Permittee, or the successor of the Permittee, in the event that the continuation hereof is determined, by the District, to be contrary to the best interests of the District. In the event that Permittee, or the successor of the Permittee, should fail to comply with any terms of this Permit, the District may cancel the Permit upon thirty (30) days written notice to Permittee, or successor of Permittee.
3. All construction shall be in accordance with drawings submitted with Permit Application, in accordance with all conditions imposed upon this Permit, and shall be subject to final inspection and approval by the District Engineer.
4. The work contemplated by this Permit must be commenced within six (6) months from the date of permit, and completed within nine (9) months thereafter.
5. All construction damage must be repaired to the satisfaction of the District.
6. Permittee, and successor of Permittee, hereby agrees as follows:
  - (a) To assume all risk of injury, death, or damage to property, attorney's fees and expenses for itself, its successors, assigns, agents, officers, directors, employees and contractors, arising out of the construction and maintenance of the improvements and use of the property herein described, or its operations thereon, except those caused by or resulting from the sole negligence of the District.
  - (b) To indemnify and save harmless the District, its Supervisors, employees, agents and contractors, as to all claims, demands, suits, attorney's fees or expenses arising out of this Permit and/or the construction, maintenance or use of any improvements or structures hereby permitted.
7. The following conditions apply in the event that this Permit involves the Columbia River levee or the Cowlitz River levee:
  - (a) All construction work shall be complete in accordance with the plans and specifications approved by the District and the United States Army Corps of Engineers, when applicable, and shall be subject to final inspection and approval by the District Engineer.
  - (b) Permittee shall indemnify and save the District, its agents and employees, and the United States Corps of Engineers, from all claims, demands, suits and related expenses, including attorney's fees, including but not limited to, flood fight expenses, repair and construction levees, and the claims of damage both of personality, and realty, resulting from failure of the said levees located in or near the improvements resulting from this Permit.
  - (c) If this project is located in a levee overbuild section, Permittee shall provide a continuous twelve (12) foot access way in the overbuild area along the levee right-of-way at all times.
8. In the event that this Permit is for the discharge of storm water or surface water into a ditch, drain, culvert, slough or other facility of the District, Permittee shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations, and all such statutes, ordinances, rules and regulations hereinafter enacted, including those applicable to the installation, operation and maintenance of treatment and/or filtering devices and facilities, and the obtaining of any and all required discharge permits.
9. The District shall not be liable for any damage to any underground pipe, conduit, cable, wire, or other facility or device installed, placed, or operated by reason of this Permit, resulting or occurring from or by reason of the district's operation, maintenance or repair of its facilities, nor for any interruption, interference or termination of service along, through or in connection with any such pipe, conduit, cable, wire or other facility. Permittee shall indemnify and hold the district free and harmless from any and all claims resulting from any such interruption, interference or termination.