



# Bradford Reclamation District 2059

PO Box 1059 Oakley, CA 94561

Phone: 925-209-5480

Permit # \_\_\_\_\_

Application Fee

The permit fee may vary w/ special contractors/projects

## APPLICATION FOR ENCROACHMENT PERMIT

1. Name and Address of Property Owner/Applicant:

Owner's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home & Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

2. Location:

Assessor's Parcel No: \_\_\_\_\_

District Tract No: \_\_\_\_\_

3.

Description of Encroachment: \_\_\_\_\_  
\_\_\_\_\_

4. Required Exhibits - Please check those items submitted:

- a. \_\_\_\_\_ Location or vicinity map, to scale, showing location of proposed work in relation to known topographic features, to allow visitation to site and inspection of work.
- b. \_\_\_\_\_ A complete plan of the proposed work to scale, showing dimensions, and relationship of the proposed work to adjacent levee or waterway.
- c. \_\_\_\_\_ One or more cross sections of the levee, berm and waterway area with dimensions and elevations of the levee crown, levee toes, flood plane, low water, etc., with reference to a District identified bench mark (see Section VIII.7b of the District Regulations) should be indicated. Reference may be made to the District levee survey, where applicable.
- d. \_\_\_\_\_ Profile of existing or proposed levees, fills, or other obstructions on the levee or in the waterway or overflow areas with reference to a known datum.
- e. \_\_\_\_\_ Additional plans, sections, details which might be pertinent or useful in regard to the review of this application.
- f. \_\_\_\_\_ Proposed schedule of construction for development or project.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative's Signature

\_\_\_\_\_  
Date

**The Applicant is advised to consult with the District about encroachment limitations before preparing this application.**



# Bradford Reclamation District 2059

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Continued

**ENCROACHMENT PERMIT #**

To: Tract #

APN #

Permission is hereby granted to encroach upon the area of jurisdiction of Bradford Reclamation District No. 2059, herein called District, in the following manner:

This permit is granted upon the following conditions which, by acceptance of this permit, permittee agrees to observe and perform:

1. With the execution of this Encroachment Permit, the undersigned property owner acknowledges that he/she has received and read a copy of the District's Levee Encroachment Regulations and agrees to be bound by all of the terms and provisions thereof that affect the construction and/or maintenance of the encroachment pursuant to the terms of this Permit.

2. The permittee shall indicate his acceptance of this permit, and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District office. The permit shall not become effective until the District receives the permit accepted and signed by permittee.

3. Each and every recommendation and requirement set forth above, as well as in the report from the District's Engineer regarding the encroachment above described, shall be fully complied with.

4. Permittee will hold and save District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or connected with the maintenance and operation of such encroachment, except where maintenance thereof is herein accepted by District.

5. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.

6. Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by District to do so, repair, replace or relocate such encroachment in the manner prescribed by District whenever District shall determine that such repair, replacement or relocation is required in the interest of District. Any such repair, replacement or relocation ordered by District which shall not have been performed by permittee within thirty (30) days after written notice has been given by District of such required repair, replacement or relocation may be performed by District, at permittee's expense and permittee shall promptly reimburse District therefor.

7. District reserves the right to access to the portion of its easement and right of way for such maintenance, repairs or alterations of District facilities or of the facilities described above as may be required for reclamation purposes. District shall not be responsible for any damage done to surface improvements of permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of its easement and right of way for reclamation purposes and need not replace any paving, black top or other improvement required to be removed in the process of such maintenance, repair or alteration. Permittee shall reimburse District for any increased cost of such access occasioned by the improvements of permittee described herein.

8. Permittee may make no alteration or improvement of any portion of District's easement and right of way not specifically herein permitted nor alter or remove any portion of the encroachment or improvement herein described without further permit from District.

9. This permit is revocable in whole or in part by District on thirty (30) days written notice to permittee when such revocation is determined by Board of Directors to be necessary for District purposes.

10. Upon the failure of permittee to conform to any of the covenants and conditions herein specified this permit shall, at the option of District, cease and terminate and District may remove the encroachment or improvement above described together with any appurtenances thereto located within the easement and right of way of District and permittee shall promptly pay to District all costs and expenses incurred in such removal.

11. Permittee recognizes that the levee width and height in the vicinity of the proposed encroachment of permittee may presently not be up to the standard levee section which Corps of Engineers deems adequate protection against a 100-year flood and that the levee height may not be up to the objective heretofore established by the District Board, and that the District has no plans or financial ability at this time to meet that standard or objective. Permittee recognizes that District's activity is limited to attempting to maintain the levee as it presently exists and permittee agrees to waive any claim for injury or damage or loss arising out of the overtopping or failure of the District levee and expressly assumes the risk of such overtopping or failure. Permittee further agrees to adopt means, as approved by the District Board, whereby any person occupying the facilities of permittee will agree to assume the risk of levee overtopping or failure and to waive any and all claims against District as a result of such overtopping or failure.

12. (Miscellaneous requirements & conditions):

THIS PERMIT IS ISSUED BY THE DISTRICT AND ACCEPTED BY PERMITTEE, SUBJECT TO THE LEVEE ENCROACHMENT REGULATIONS OF THE DISTRICT, THE PERMITTEE ACKNOWLEDGING THAT HE/SHE HAS RECEIVED A COPY THEREOF, IS FAMILIAR WITH THE TERMS AND CONDITIONS OF SAID REGULATIONS, AND AGREES TO BE BOUND BY THE SAME.

Dated \_\_\_\_\_

BRADFORD RECLAMATION  
DISTRICT NO. 2059

By \_\_\_\_\_

**ACCEPTANCE**

PERMITTEE HEREBY ACCEPTS THE ABOVE PERMIT AND AGREES TO COMPLY WITH ALL OF THE REQUIREMENTS THEREOF. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE FROM OBTAINING ANY AND ALL OTHER APPROPRIATE PERMITS REQUIRED BY OTHER PUBLIC AGENCIES.

Dated \_\_\_\_\_

\_\_\_\_\_