

ADMINISTRATIVE ENCROACHMENT PERMIT PERMIT NO.

2017-36

Assessor's Parcel No Waters of Clear Lake

Home Phone Number: (707) 263-5092

Sheet Number: 033 and 034 of 267

Cell Phone Number: (707) 245-7431

Property Owner:
Lake County Chamber of Commerce

Email: ceo@lakecochamber.com

Site Address:
Waters of Clear Lake adjacent to
County Park

☒ Fee Paid (\$785), (Check No. 17112)

☐ Encroachment Lease Completed

Mailing Address: Lake County Chamber
875 Lakeport Blvd
Lakeport, CA 95453

☐ Environmental Documents Completed (CEQA)

☐ Statements of Findings Completed

In compliance with Lake County Code, Chapter 23, Clear Lake Shoreline Ordinance, and subject to all the terms, conditions and restrictions written below, and any attachments hereto, permission is hereby granted to the above named owner to encroach upon Clear Lake lakeward of Zero Rumsey and perform the following project:

DESCRIPTION OF WORK:

Authority to close a portion of Clear Lake between the main pier at Library Park to and including the front of Skylark Shores Rodeway Inn. Placement of temporary moorages in front of Skylark Inn and steel roadway sheets placed on shoreline to use as a landing ramp for seaplanes.

SPECIAL TERMS AND CONDITIONS: (See Standard Terms and Conditions, Page 2)

1. A copy of this permit must be available on request.
2. See Special Conditions and Instructions


Applicant Signature (Owner of Record)

Chair, Board of Supervisors

MELISSA FULTON
Name (type or print)

Date Issued

TERMS AND CONDITIONS

1. This is not a building permit. New Construction requires a building permit from the County/City.
2. This permit is valid for a term of one year from the date of issuance. Permittee may request an extension in writing prior to the expiration of this permit.
3. If requested by Lakebed Management, and prior to any issuance of the permit, the owner of the parcel shall provide a legal record of survey which as a minimum, a boundary determination map that designates the side property line(s) to 0' Rumsey and indicate two points along the line. The property owner shall have the two points, per property line, marked for field verification.
4. This permit shall be revoked if the work performed is not in compliance with the "Description of Work" and the terms and conditions of this permit.
5. No work is authorized, other than that specifically described in this permit.
6. The project shall be constructed in compliance with the Clear Lake Shoreline Ordinance.
7. The permittee (owner) shall enter into an encroachment lease for any encroachment upon public lands lakeward of 0' Rumsey. The encroachment lease is subject to an annual fee set by the Lake County Board of Supervisors (Ordinance No. 2116)
8. The owner agrees to maintain the improvement in a proper and safe condition in accordance with the provisions of the Clear Lake Shoreline Ordinance at all times.
9. The permittee hereby grants permission for access to the structure by County of Lake staff for the purpose of measuring the structure or other activities consistent with their duties.
10. No landfill, concrete or excavation will be permitted lakeward of 7.79' Rumsey without appropriate Federal, State and Local permits.
11. **HOLD HARMLESS:** Except with respect to active negligence of a party indemnified herein, to the fullest extent permitted by law, the permittee shall indemnify and hold harmless the COUNTY and its agents, officers and employees against and from any and all claims, lawsuits, actions, liability, losses, damages, and expenses and costs (including but not limited to attorney's fees) brought for, or on account of, injuries to or death of any person or persons, including employees of permittee, or injuries to or destruction of property, including the loss of use thereof, arising out of, or alleged to arise out of, or resulting from, the performance of the work permitted herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of permittee, or anyone directly or indirectly employed by permittee, or anyone for whose acts permittee may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.

