## **COUNTY OF LAKE**

Water Resources Department Lakebed Management

255 North Forbes Street Lakeport, California 95453 Telephone: (707) 263-2344

FAX: (707) 263-1965

## ADMINISTRATIVE ENCROACHMENT PERMIT PERMIT NO.

2018-26

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:		<b>V</b>	Fee Paid (\$785), (Check No. )
Waters of Clear Lake from Library Park to Skylark Shores			Encroachment Lease Completed
Mailing Address:	Lake County Chamber		Environmental Documents Completed (CEQA)
875 Lakeport Blvd Lakeport, CA 95453			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:			
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 (See attached Map). Placement of temporary moorages in front of Skylark Inn and steel roadway sheets 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 (O	wner of Record)	_	David Cowan Water Resources Director for County of Lake
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. Permitee 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 permitee (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 permitee 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. <u>HOLD HARMLESS</u>: Except with respect to active negligence of a party indemnified herein, to the fullest extent permitted by law, the permitee 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 permitee, 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 permitee, or anyone directly or indirectly employed by permitee, or anyone for whose acts permitee may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.