

Bethel Island Municipal Improvement District
PO Box 244/3085 Stone Road
Bethel Island, CA 94511
(925) 684-2210

**APPLICATION FOR DISTRICT APPROVAL
TO OPERATE A MOTOR VEHICLE ON THE DISTRICT'S UP-RAMPS AND LEVEE**

Date: _____ Applicant's full name: _____

Applicant's full address: _____

Applicant's phone number(s): _____

Property address of
driver's destination along levee: _____,
Bethel Island, CA 94511

The owner(s) of the above property is/are: _____

Vehicle License No.: _____ Vehicle Make/Model: _____

The reason for requesting this approval: _____

Expiration date requested by Applicant: _____

Without special approval, this date may not be more than 10 days
after the date the District Approval is granted.

This is an application to the Bethel Island Municipal Improvement District ("BIMID") for a District Approval to operate a motor vehicle on BIMID's up-ramps and the restricted portion of the levee road. Once this application has been approved by BIMID, it becomes a District Approval. **If the application is granted, the Applicant shall abide by all of the following terms, conditions and covenants:**

- (1) Some segments of the restricted portion of the levee road may be open to the public, meaning that anyone can operate a motor vehicle on the road after they have obtained a District Approval from BIMID. Other segments of the restricted portion of the levee road may be open for use only by BIMID and the property owners in a particular subdivision, meaning that if you do not own a lot in that subdivision, you can only operate a motor vehicle on the road after you have obtained both a District Approval from BIMID and the permission of all of the property owners along your route of travel. Additional segments of the restricted portion of the levee road may be private property, open only to BIMID, meaning that you can only operate a motor vehicle on the road after you have obtained both a District Approval from BIMID and the permission of all of the property owners along your route of travel.
- (2) Applicant expressly acknowledges that: (a) this District Approval grants permission only from BIMID, which might not own fee title to the levee property; (b) this District Approval does not confer nor attempt to confer any right to the Applicant to cross over or upon a privately owned parcel of land belonging to third parties, including privately owned portions of the levee; and (c) obtaining the permission to cross over or upon a parcel of land owned by any third parties, including any privately owned portion of the levee, shall be the sole responsibility of the Applicant and not BIMID. **BIMID makes no warranty, express or implied, regarding which portions of the levee are open to the public, which portions are only open to subdivision lot owners, and which portions are private property.** BIMID maintains a summary of legal documents that affect whether or not various segments of the levee are open to the public, open to subdivision lot owners, or are private property. You are encouraged to consult that list and seek your own legal counsel to interpret the legal affect of those documents. (NOTE: The up-ramp at 4526 Stone Road is not for public use.)
- (3) This District Approval is only for the specific vehicle identified above. That vehicle, while on the District's up-ramps and the restricted portion of the levee road, shall only be operated by the Applicant identified above. The vehicle shall have liability insurance in at least the minimum amount required under California law for the operation of a vehicle on a public highway. Proof of insurance shall be provided to BIMID.
- (4) The motor vehicle shall not be parked, stopped or operated in such a manner so as to block, obstruct, hinder or interfere with the free passage of other motor vehicles or machinery using the restricted portion of the levee road.
- (5) If, while the Applicant is operating the motor vehicle on the restricted portion of the levee road or on an up-ramp, a gate, chain, barricade or similar device is encountered and is unsecured by the Applicant for the purpose of driving past it, the Applicant shall immediately re-secure it in the same manner as it was first encountered.
- (6) While on the restricted portion of the levee road and any up-ramp, no litter or foreign matter shall be discharged from the motor vehicle.
- (7) The motor vehicle shall not be operated on the restricted portion of the levee road when conditions are such that its use would likely cause excessive rutting of the levee crown or render the operation of the motor vehicle unusually dangerous. "Excessive rutting" means a rut, groove, or indentation in the soil, caused by a wheel of a motor vehicle, that is deeper than five inches.

- (8) If the motor vehicle is stopped on the levee road (such as for loading or unloading) the driver shall remain near the vehicle in case it needs to be moved for another vehicle to pass-by (including but not limited to emergency vehicles and BIMID vehicles).
- (9) Operating or parking a motor vehicle on the restricted portion of the levee road in violation of any of the regulations contained in subsections (3) through (8), above, is an infraction and could result in the issuance of a citation and fine. (Please consult BIMID's ordinances and regulations for an exact description of what constitutes an infraction.)
- (10) Applicant agrees to exonerate, hold harmless, indemnify, and defend BIMID with regard to all claims, obligations, liabilities, costs, expenses, demands, damages, suits or causes of action, (including reasonable costs and attorney's fees), arising out of or related to: (a) Applicant's breach of any representation, certification, agreement, term, condition or covenant made herein; and/or (b) arising out of any injury to, or damage to, any persons or property occurring in, on or about the levee and/or levee up-ramps resulting from the acts or omissions of Applicant and/or Applicant's principals, employees, agents, representatives and/or subcontractors. The previous sentence shall be interpreted to create an express and unequivocal obligation for Applicant to indemnify and hold harmless BIMID for, among other things, the concurrent negligence of both: (a) BIMID; and (b) Applicant, Applicant's principals, employees, agents, representatives or subcontractors. BIMID shall only be responsible for its sole negligence. This paragraph shall operate to exonerate BIMID with regard to both third party claims and claims made by Applicant. The use of the word "indemnify" is intended to include an offensive right, and the use of the words "hold harmless" is intended to include a defensive right. BIMID is allowing its levee and up-ramps to be used by Applicant as a favor to Applicant, and BIMID would not have allowed such use but for Applicant's agreement to exonerate BIMID pursuant to this subsection.
- (11) Applicant agrees to observe all of the rules and regulations of BIMID pertaining to the use of a motor vehicle on the levee, and acknowledges having received a copy of such rules and regulations.
- (12) This District Approval expires on the "Expiration Date" set forth below. If no date is specified, this District Approval expires seven (7) days after it has been granted.
- (13) The permission granted in this District Approval is revocable at any time without notice to the Applicant. If revoked, Applicant shall immediately surrender this District Approval to BIMID.
- (14) This District Approval is non-transferrable and cannot be assigned. A copy of this District Approval shall be in the motor vehicle at all times while the motor vehicle is on the restricted portion of the levee road.
- (15) If Applicant receives a key to the locks on the levee road, Applicant shall return the key to BIMID prior to expiration of this District Approval. Applicant shall deposit \$100 with BIMID as a condition to receiving a key, which will be refunded to the Applicant when the key is returned to BIMID. If the key is not timely returned to BIMID, the Applicant shall reimburse BIMID for all costs to re-key all of the locks on the levee road in excess of the \$100 deposit, which will be retained by BIMID.

I acknowledge having read, and I hereby agree to, all of the above terms, conditions and covenants. Further, I declare, under penalty of perjury under the laws of the State of California, that all information provided by me on this application is true and correct. Executed at Bethel Island, California, on the date stated at the top of this application.

Applicant's Signature: _____

BIMID PROCESSING (APPROVAL / DENIAL)

(To Be Completed by BIMID Staff or BIMID Volunteer Vehicle Levee Access Monitor)

Applicant's Driver's License No.: _____ \$100.00 deposit rec'd: _____
Yes / No

Key Number: _____ Proof of Insurance photocopied? _____
Yes / No

On behalf of BIMID, I hereby _____ the above application.
"approve" or "deny"

Signature of BIMID representative: _____
Print Name:

Date approval granted or denied: _____ Permit # _____

If approved, the Expiration Date is: _____
Without special approval, this date may not be more than 10 days after the date the District Approval is granted.

If denied, the reason(s) for denial are: _____
(Add Additional Page if Necessary)

Original for BIMID file. Copy for Applicant.