

RECORDING REQUESTED BY
Town of San Anselmo

WHEN RECORDED MAIL TO
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo CA 94960

TOWN OF SAN ANSELMO
Marin County, California
REVOCABLE ENCROACHMENT AGREEMENT

WHEREAS, _____, hereinafter called Applicant, has applied to the Town of San Anselmo, Marin County, California, for a permit allowing _____ within the right-of-way of _____ (St./Rd./Ave./Blvd./Way/Ct.), a public street within said Town, for the benefit and use of the owner(s), and occupant(s) of the property hereinafter described, which property is owned by applicant; and

WHEREAS, said encroachment on said right-of-way will not presently interfere with any use the public is now making of said public street, nor interfere with drainage; and

WHEREAS, said encroachment will not interfere with any use the public may desire to make of said public street in the presently foreseeable future, nor interfere with drainage in the future;

NOW, THEREFORE, it is hereby agreed by and between Town and Applicant as follows:

1. On the terms and conditions hereinafter specified, the Town does hereby grant Applicant a permit to construct and maintain said encroachment in the right-of-way of said public street in accordance with that certain Encroachment Permit Application dated _____, submitted by Applicant, which said Application is on file at the Building Department.

2. In consideration of Town granting Applicant said permit, Applicant promises, covenants, and agrees:

(a) To remove, at his or her expense, said encroachment, within thirty (30) days following date of notice that the Town Council of San Anselmo shall have found and determined that the public interest requires such removal;

(b) To hold and save said Town, its officials, employees and volunteers, free and harmless from any and all damages, claims and causes of action that may arise by reason of said encroachment; and

(c) To bind herself or himself, jointly and severally, his or her heirs, estates, successors, administrators, executors and assigns, and the transferees and future owners of the property hereinafter described, to the faithful performance of the foregoing conditions.

3. Should any dispute arise over the terms and conditions of this agreement, the prevailing party in any subject arbitration or litigation shall be entitled to reasonable attorney's fees and costs as determined by the arbitrator or judge.

The real property hereinabove referred to is that certain real property situated in said Town of San Anselmo, County of Marin, State of California, more particularly described as follows:

See attached legal description.

IN WITNESS HEREOF, the parties hereto affix their respective signatures, this ____ day of

_____, 20

TOWN OF SAN ANSELMO

By _____
Sean Condry, Public Works Director
Town of San Anselmo

PROPERTY OWNER(s) (APPLICANT)

Signature

Print Name