



## **PERMANENT ENCROACHMENT** **PERMIT APPLICATION**

City of Carmel-by-the-Sea  
Department of Community Planning & Building  
P.O. Box CC, Carmel, CA 93921  
(831) 620-2010 OFFICE

EN \_\_\_\_\_  
FEE PD \_\_\_\_\_  
REC # \_\_\_\_\_  
Copy Given to: \_\_\_\_\_  
Date: \_\_\_\_\_

1. Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

2. Project Location: \_\_\_\_\_

Block: \_\_\_\_\_ Lot(s): \_\_\_\_\_ Parcel #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Contractor/Contact Person (Circle One): \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone # (\_\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contractor State Lic #: \_\_\_\_\_ Contractor City Lic #: \_\_\_\_\_  
Type: \_\_\_\_\_

4. Date Work is Scheduled to Begin: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

**\*PLEASE ATTACH SITE PLAN AND PHOTOS DETAILING PROPOSED\***

FULLY DESCRIBE ALL WORK PROPOSED: \_\_\_\_\_

**→PLEASE NOTIFY USA DIG (Call 811) 48 HOURS PRIOR TO DIGGING**

**→PLEASE NOTIFY PUBLIC WORKS DEPT. (831-620-2074) 48 HOURS  
PRIOR TO START OF WORK**

**→CONTROL OF DRAINAGE DURING AND AFTER CONSTRUCTION IS  
REQUIRED.**

### **Applicant Acknowledgement**

I understand and agree to comply with all pertinent conditions, standards and requirements as specified by the Carmel Municipal Code, State, County and Federal regulations pertaining to this permit application. I agree to properly maintain the subject work at no expense to the *City* and to indemnify the *City* from any liability arising from the permit issued. Acceptance by the *City* of the work described hereon is not a waiver of my obligations as stated herein.

Applicant Name (Print Clearly): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY USE ONLY BELOW**

Lead Department: ☐ Planning & Building

☐ Public Works

Public Works: Approve/Disapprove

Forestry/Beach: Approve/Disapprove

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Planning Department: Approve/Disapprove  
(Optional)

Police Department: Approve/Disapprove  
(Optional)

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Insurance: Approve/Disapprove  
(Optional)

By: \_\_\_\_\_ Date: \_\_\_\_\_

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**Please protect all trees during construction:**

**→HAND DIG WITHIN 10 FEET OF TREES.**

**→NOTIFY FORESTER OF ROOTS 2" OR MORE THAT NEED TO BE CUT.**

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**FINAL INSPECTION FROM PUBLIC WORKS: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**INSTRUCTIONS TO THE APPLICANT  
PERMIT FOR ENCROACHMENT IN THE PUBLIC RIGHT-OF-WAY  
CITY OF CARMEL-BY-THE-SEA**

An application for an encroachment in the public right-of-way includes all of the following steps.

1. Encroachment Permit Application

This is the first step in the process of requesting the City's approval for an encroachment in the public right-of-way. The application and the form entitled "Information Regarding Improvements in the ROW" are to be completed and returned, along with the encroachment application fee, as determined by the master fee schedule, to the Department of Community Planning & Building. A site plan sketch on an 8.5" x 11" sheet is also typically required (refer to the Site Plan Requirements handout, included with this application packet).

2. Hold Harmless Encroachment Agreement

Upon preliminary staff approval of the Encroachment Permit Application forms, submittal of the Hold Harmless Encroachment Agreement is required. This document must be executed by the legal owner(s) of the property adjacent to the public right-of-way upon which the encroachment is planned to be installed. The names must be written and signed as they appear in the official records of the City, i.e., "William L. and Elizabeth W. Jones" – not "Bill and Liz Jones." The applicant(s)' signature(s) must be notarized.

Special attention should be paid to paragraph 3 of this Agreement and the insurance requirements set forth therein. If the application is approved, **WORK MAY NOT BEGIN** until the Certificate of Insurance is on file with the City Clerk's Office.

**IMPORTANT NOTICE**

TO THE AGENT PROVIDING INSURANCE COVERAGE ON THE ADDITIONAL INSURED POLICY FORM

When required to supply Liability Insurance, either in the amount of **\$2,000,000** in combined single limit insurance for personal injury and/or property damage per occurrence and **\$4,000,000** in aggregate caused by or due to the present of the encroachment in the CC, SC, RC and R-4 districts OR **\$500,000** in the R-1 district it is imperative that the additional insurance coverage be in the form of an "endorsement" using the following language:

3. Notice Pursuant to Municipal Code § 12.08.110

**"The City of Carmel-by-the-Sea, its elected officials, officers, agents and employees are additionally insured under the policy."**

**CITY OF CARMEL-BY-THE-SEA**

**INFORMATION REGARDING IMPROVEMENTS IN THE PUBLIC**

**RIGHT-OF-WAY**

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: (Business): \_\_\_\_\_ (Home or Cell): \_\_\_\_\_  
(E-Mail Address): \_\_\_\_\_

**EXACT** LOCATION OF PROPOSED ENCROACHMENT(S): \_\_\_\_\_

BLOCK: \_\_\_\_\_ Lot(s): \_\_\_\_\_ APN: \_\_\_\_\_

TYPE OF ENCROACHMENT(S): If there is more than one required (e.g. fence and steps), please list each separately.  
Attach additional sheet(s) if necessary.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

DIMENSION(S) OF ENCROACHMENT(S): (Attach an 8 ½" x 11" site plan showing all existing and proposed improvements in the right-of-way.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

TYPE OF MATERIAL TO BE USED FOR EACH ENCROACHMENT REQUESTED:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

WHEN RECORDED, MAIL TO:

CITY OF CARMEL-BY-THE-SEA  
ATTN: ENCROACHMENTS  
PO BOX CC  
CARMEL-BY-THE-SEA, CA 93921

THIS SPACE FOR RECORDER'S USE ONLY

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**HOLD HARMLESS ENCROACHMENT AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF CARMEL-BY-THE-SEA, hereinafter called CITY, and \_\_\_\_\_, hereinafter called OWNER, with reference to the following facts:

OWNER is in possession of and owns certain real property in CITY known as Block \_\_\_\_\_, Lot(s) \_\_\_\_\_, Assessor's Parcel No. \_\_\_\_\_  
Zoning District \_\_\_\_\_, street location \_\_\_\_\_.

OWNER has requested from CITY permission to construct and maintain a structural encroachment on CITY street or sidewalk area adjacent to or near the property, described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. CITY grants permission to OWNER to construct and maintain a structural encroachment on CITY street or sidewalk area adjacent to or near OWNER'S property, as described above. Said permission is subject to the following conditions:

a. Execution of the Hold Harmless Agreement and compliance with the provisions of paragraph 3 below.

b. \_\_\_\_\_  
\_\_\_\_\_

2. OWNER, his successors and assigns, agrees to name CITY an additional insured and to hold CITY harmless from any and all claims, actions and demands of third parties of any kind, character and description arising out of or due to any accident or mishap in, on, or about said structural encroachment so constructed or so maintained or any error or omission resulting in personal injury or property damage.

3. OWNER, agrees to provide CITY and maintain a certificate of insurance from an insurance carrier acceptable to CITY certifying that OWNER has public liability and property damage insurance with limits of not less than \$500,000 combined single limit for personal injury and/or property damage for property located in the R-1 zoning district and limits of not less than \$4,000,000 for property located in all other zoning districts. The certificate must indicate this insurance is primary over any other valid or collectible insurance CITY may have, insures owner's performance of this Hold Harmless Agreement and that the Carrier will notify CITY in the event of any material change in the policy, including the nonrenewal thereof. Said Certificate of Insurance must name CITY, its elected officials, officers, agents and employees as additional insured insofar as the insurance pertains to this encroachment. Owner further agrees to maintain said insurance as long as said encroachment remains on CITY property.

In the event of cancellation or nonrenewal, the insurance company will give thirty (30) days' written notice to CITY. The Certificate must be signed by an authorized employee of the insurance carrier and mailed to: City Clerk, Carmel-by-the-Sea, P.O. Box CC, Carmel-by-the-Sea, CA 93921.

4. CITY may terminate and revoke this Agreement at any time that it is determined by the City Council to be in the best interests of City and necessary to promote the public health, safety or welfare. Any expenses caused to OWNER, his successors or assigns, by termination of this Agreement shall be borne by OWNER, his successors or assigns.

5. The parties agree that this contract is for the direct benefit of the land in that it makes the property more usable and increases its value, as such, agree that the covenants herein shall run with the land, and the parties agree that the covenants shall bind the successors and assigns of OWNER.

CITY OF CARMEL-BY-THE-SEA:

OWNER(S):

\_\_\_\_\_  
By: Chip Rerig, City Administrator or  
Designee

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
Britt Avrit, City Clerk

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) , or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)