

ENCROACHMENT PERMIT APPLICATION PACKAGE

TENAJA COMMUNITY SERVICES DISTRICT

32395-B CLINTON KEITH
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by the Board of Directors

ENCROACHMENT PERMIT

TENAJA COMMUNITY SERVICES DISTRICT

What is an Encroachment Permit?

An encroachment permit is a written conditional Agreement to allow work or improvements to be placed within the Right-of-Ways of roads of the Tenaja Community Services District (TCSD).

When are they needed?

Permits must be obtained for all excavations, tree planting and removal, driveway installation, placement of any structures, construction of street improvements and drainage facilities, or any other type of work conducted or improvements made within the road right-of-way.

What is the road right-of-way?

The road right-of-way is the **full** area of land as described in an Offer of Dedication to, or owned by, the TCSD.

What is the purpose of an encroachment permit?

Encroachment permits provide a means of regulating desired private improvements within public rights-of-way in order to safeguard the public interest, enhance both safety and convenience for the traveling public, and provide space for public and private utility installation that serve the community.

What is the process for obtaining an encroachment permit?

An application describing the proposed work must be completed. Construction plans must accompany the application, together with a bond or other financial security to assure compliance with the terms of the permit. Application forms are available from the TCSD office.

TENAJA COMMUNITY SERVICES DISTRICT

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LANDSCAPE ENCROACHMENT PERMIT INFORMATION

The Tenaja Community Services District (TCSD) issues all permits for work to be performed within the Public Right-of-Way. The District requires that **ALL LANDSCAPE ENCROACHMENT PERMITS** be furnished with the following items:

1. Plans that detail trees and/or other landscaping improvements desired in the Public Right-of-Way.
2. Plans showing the proposed encroachment(s) and relative location to Right of Way, other improvements, travel way, etc.
3. Assessor's Parcel Number of Applicant if Applicant owns property adjacent to Right of Way in which the improvements are proposed.
4. An Agreement to maintain, including provisions to remove, all encroachments at Applicant's cost, must be signed.
5. Bond or other financial assurance for removal costs. This may be in the form of a lean against property.
6. Payment of Permit and Inspection Fee.
7. Must Indemnify TCSD per agreement.

TENAJA COMMUNITY SERVICES DISTRICT
32395-B Clinton Keith #10
Wildomar, CA 92595
(951) 678-9778

LANDSCAPING ENCROACHMENT PERMIT APPLICATION

I hereby apply for an Encroachment Permit to construct the following:
(LANDSCAPING DESCRIPTION)

Applicant Name: _____

Mailing Address: _____

City, State, and Zip: _____

Daytime Phone Number _____ Other phone Number _____

Assessor's Parcel Number of Adjacent Property _____ - _____ - _____

I (WE) agree to abide by all requirements set forth in my permit and this applicant, including the following:

1. **Indemnify, Defend and Hold Harmless** the District, its authorized agents, officers, representatives, and employees, from and against any and all penalties, liabilities or loss resulting from claims or court action arising out of any accident, loss or damage to persons or property happening or occurring as a result, in whole or in part, of any work undertaken under the permit granted pursuant to this application.
2. **Notify** the District in writing at least 48 hours in advance of the time when work will be started, and upon completion of the work, immediately notify the District in writing of such completion.
3. **Inspection** shall be made by TCSD for finish grade approval prior to placement of surfacing.
4. **If TCSD is Not Notified**, any work performed is subject to immediate removal at my cost, and my deposit will be forfeited.
5. **Remove or Relocate** an encroachment installed or maintained under this permit, upon written notice from the District.
6. **Accept Full Responsibility** for complying with Federal State and County environmental laws receiving any necessary environmental clearances and/or permits, prior to commencing any work as authorized by this permit.
7. **To Keep and Maintain** the entire area in a safe and serviceable condition in accordance with standards adopted from time to time by the Tenaja Community Services District. If, upon service of notice to perform, the Owner/Applicant fails to comply, the District may cause the maintenance to be performed at Owner/Applicant's or their successor(s) expense.

This Permit is subject to summary cancellation by the District if the Applicant, or their successor(s) fails to strictly comply with any term or condition hereof.

I (We) acknowledge receipt of a copy of this application and agree to the said terms.

Property Owner/Applicant Signature Date _____

Property Owner/Applicant Signature Date _____

ENCROACHMENT PERMIT NOTICE:

Just filling out the Permit Application and receiving a Clearance letter from the District does NOT imply you have an Encroachment Permit.

There are several items that must be submitted **before** the permit is issued.

I have read the permit application and acknowledge all requirements. I will not begin any work in the Right-of-way until actual permit is issued.

Signed _____

Dated _____

CHECK OFF LIST FOR LANDSCAPING

ITEMS RECEIVED AND ATTACHED	RECEIVED X	INCOMPLETE PERMIT NOT VALID UNTIL COMPLETED
Application signed by owner of record		
Assessor's Parcel Number listed on application		
Deposit check (or other funds) \$110.00 for landscaping		
Plans showing location of encroachment and relationship to Rights of Way.		
Agreement signed		

ENCROACHMENT PERMIT AGREEMENT

This Agreement is executed in conjunction with
Encroachment Permit No: _____.

The Applicant is/is not (circle one, Applicant Initials _____) the Owner of the property adjacent to the Improvement.

The undersigned acknowledges and agrees to the following:

If the Applicant is the Owner of the adjacent Parcel a Notice of Permissive Use of Public Right-of-Way referencing the Improvements allowed by this Permit will be recorded against said Parcel.

Applicant being allowed by the referenced Permit to establish landscaping or other improvement in the public right-of-way does not constitute the Applicant or his successors have acquired any additional right, title or interest in the public Right of Way.

Any maintenance of Landscaping or other improvements covered by this Permit is the Applicant's sole responsibility.

TCSD has the sole right to demand, for any reason, that any landscaping, trees, or other improvements be removed within 30 days upon notice at the Applicant's expense.

Applicant agrees and acknowledges that TCSD maintains right of immediate access to the right-of-way to perform any TCSD authorized work in the right-of-way. Further, Applicant agrees to hold TCSD harmless of any and all losses due to the removal or destruction of any improvements covered by this permit.

Applicant agrees that this encroachment permit does not hinder or alter the Public's right of access to the right-of-way.

No Work will begin until Encroachment Permit is obtained.

Construction will be per approved plans as attached to and made part of the Encroachments Permit

Applicant shall give notice to TCSD a minimum of 48 hour notice prior to the start of Work. TCSD will give Applicant an Identification Number (IN) to verify notice was received and authorized.

Applicants Initials _____

District must be notified 72 hours prior to blasting or dynamiting within the Right-of-Way.

Applicant agrees that if any corrective measures are necessary to the Improvements during or after all District costs will be reimbursed by the Applicant. Corrective measures include, but are not limited to, mud removal, re-grading, sand bags, signage and related extra inspections.

Agreed:

Signed: _____ Dated _____

Printed Name of Applicant

Tenaja Community Service District