



# CAYUCOS SANITARY DISTRICT

200 Ash Avenue  
P.O. Box 333, Cayucos, California 93430-0333  
www.cayucossd.org  
805-995-3290

## SEWER EASEMENT ENCROACHMENT APPLICATION

PROPERTY OWNER(S) NAME(S): \_\_\_\_\_

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

PHONE NUMBER: \_\_ (\_\_\_\_) \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_ APN#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

The following information must be provided to the District by the property owner as part of the Sewer Easement Encroachment Application:

1. A plot plan or drawings depicting the District's sewer easement and a footprint of all encroachments and appurtenances, and their relationship to the District's sewer easement.
2. A written statement describing the nature of the encroachment(s), specifying any and all appurtenances or structures that will encroach into the District's sewer easement, including but not limited to, eaves, decks, footings, fences, retaining walls and drainage facilities. This should include aerial encroachments as well.

3. Select type of encroachment:

**MINOR ENCROACHMENT (If selected skip to Item 4)**

A minor encroachment only slightly interferes with the District's sewer easement and can be readily removed and restored. Examples of minor encroachments are flowerbeds, small plants, landscaping, groundcover, lawns, drip irrigation, loose paving stones, fences without a foundation, and portable hot tubs.

**MAJOR ENCROACHMENT**

A major encroachment significantly interferes with the District's sewer easement and cannot be readily removed. Examples of major encroachments are concrete slabs, paving, buildings, decks and eaves (including aerial), walls, footings, fences and gates with a foundation, large trees and bushes, lighting and drainage facilities including pipes and structures.

For all **Major Encroachment** Applications:

- A. Property owner must provide one of the following:
- Current Title Insurance Policy (Not older than 6 months)
- OR**
- Lot Book Guarantee

The above forms must include the following:

- Legal owner's name showing to whom the title to the estate or interest in the land is vested.
- Property address, to include Assessor's Parcel Number (APN).
- Legal description of the District's recorded sewer easement.
- Legal description of the real property.

- B. Property owner must provide a licensed engineer's report that verifies that the proposed encroachment and appurtenances will not damage or place additional loadings on the District's existing facilities (pipes, manholes and other appurtenances).
- C. Property owner must provide a licensed engineer's report that verifies that the proposed encroachment will not be damaged when the District's entire easement is excavated to a depth of one foot below all sewer structures.
- D. Property owner must provide a fee of \$200.00, which will be for the cost of administrative processing, plan check, review and inspection, attorney costs and document recording fees.

4. All costs connected with the processing of the application for minor and major encroachments and the preparation of the Grant of License and Agreement Affecting Real Property applicable to major encroachments, will be borne by the property owner. The property owner is responsible for the payment of all costs connected with processing of the application and preparation of the Grant of License and Agreement Affecting Real Property, if applicable, including but not limited to staff time, attorney costs and recording fees. All related fees must be paid before issuance and recording of the Grant of License and Agreement Affecting Real Property, if applicable. The Board of Directors' consideration of the Grant of License and Agreement Affecting Real Property is discretionary and may or may not be approved. Regardless of the Board of Directors' decision, the applicant will be responsible for all costs identified above.
5. In the case of a minor encroachment, once the property owner satisfactorily submits all of the required items, the District staff will determine whether the minor encroachment shall be approved.

Should the minor encroachment be approved by the District, the property owner agrees to remove the encroachment should the District so request in order to gain access to or conduct maintenance or repair of the sewer pipeline or appurtenances, or to replace the sewer pipeline or any portion thereof. Property owner shall remove the encroachment within thirty (30) days of written notice, unless the District notifies the property owner of an emergency necessitating removal in a shorter time period. Should property owner fail to remove the encroachment within the time frame specified by the District, the District, in its sole discretion, may elect to remove the structures and any other encumbrances affecting the easement or facilities therein and recover all costs and expenses for such removal from the property owner.

Alternatively, in the District's sole and absolute discretion, District may use other construction methods or techniques to maintain, repair or replace the sewer pipeline and related appurtenances that do not require removal of some or all of the encroachment, in which case the property owner shall pay for the additional cost between traditional construction methods for such work and the other construction methods or techniques.

The Property owner will pay for any and all increased costs for the maintenance, repair or replacement of the sewer line located in the easement resulting from or caused by, in whole or in part, the design construction or location of the encroachment within the easement.

Property owner will defend, hold harmless and indemnify the District from any and all liabilities, damages, costs, claims, causes of action, complaints or proceedings of any kind or nature arising or alleged to arise from the design, construction or use of the encroachment by property owner, his agents, contractors, assigns or successors in interest, of any kind.

The District may immediately revoke the encroachment approval, without notice, for a breach of or failure to comply with any of the terms and conditions set forth herein. This approval shall be binding upon the successors in interest of any kind to the property. In the event of legal action to enforce the terms and conditions of the encroachment approval, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.

6. In the case of a major encroachment, once the property owner satisfactorily submits all of the required items, District staff will prepare a Grant of License and Agreement Affecting Real Property for the encroachment for the Board of Directors' consideration. The property owner will be subject to all of the terms and conditions contained within the Grant of License and Agreement Affecting Real Property.

**ALL APPLICANTS LEGAL DECLARATION:**

I (we) declare that I am (we are) the legal owner(s) of record of this property. I (we) acknowledge that I (we) have completed this form accurately and declare that all information provided herein is true. I (we) have read, understand and agree to all conditions set forth herein.

Property owner(s) signature(s): \_\_\_\_\_

Type or print name(s): \_\_\_\_\_ Date: \_\_\_\_\_

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**\*\*Office Use Only\*\***

Encroachment Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Grant of License and Agreement Affecting Real Property Required: \_\_\_\_\_

Additional Conditions of Approval: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_