



CAYUCOS SANITARY DISTRICT

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

GRANT OF LICENSE APPLICATION

PROPERTY OWNER NAME: _____

SERVICE ADDRESS: _____ APN: 064 - _____ - _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

THE FOLLOWING MUST BE PROVIDED TO THE DISTRICT BY THE PROPERTY OWNER AS PART OF THE GRANT OF LICENSE APPLICATION:

Application Fee (Check or Exact Change Only): **\$200.00**

The Board of Directors' consideration of a Grant of License and Agreement Affecting Real Property is discretionary and will not necessarily be approved. In the event that your application is denied, your application fee will not be refunded, as it is associated with all costs of processing a Grant of License Application, including but not limited to administrative processing, plan check, review and inspection, attorney costs, and recording fees.

Drawings depicting the District's sewer easement, the site plan, and building elevations showing all encroachments and appurtenances, and their relationship to the District's sewer easement.

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.

SELECT TYPE OF ENCROACHMENT:

MINOR ENCROACHMENT (If selected skip to Section 1 below): 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 (If selected skip to Section 2 below): 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.

SECTION 1 – MINOR ENCROACHMENT APPLICATIONS:

Once the property owner satisfactorily submits all of the required items, 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. The 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 the 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 its sole and absolute discretion, the 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.

The 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.

SECTION 2 – MAJOR ENCROACHMENT APPLICATIONS:

Property owner must provide **all** of the following:

Current Title Insurance Policy (not older than 6 months) **OR** Lot Book Guarantee, including the following:

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

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).

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.

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.

LEGAL DECLARATION:

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

Property Owner Signature: _____ **Date:** _____