

Project Address: \_\_\_\_\_



# APPLICATION FOR REVOCABLE LICENSE

CITY OF BELVEDERE

450 SAN RAFAEL AVE • BELVEDERE, CA 94920-2336

PH. 415-435-3838 • FAX 415-435-0430 • WWW.CITYOFBELVEDERE.ORG

## FOR STAFF USE ONLY

Date: \_\_\_\_\_ Rec'd. by: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

Parcel No.: \_\_\_\_\_ Zone: \_\_\_\_\_

City property to be encroached upon: \_\_\_\_\_

## TO BE COMPLETED BY APPLICANT

Address of Property: \_\_\_\_\_

Type of City Property to Be Encroached Upon (e.g., street right-of-way, view easement, tide lot):

Record Owner of Property: \_\_\_\_\_

Mailing \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Mailing \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description of Encroachment Requested and Its Purpose (include list of private improvements, both existing and proposed, that will encroach onto public property): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Applicants, please attach a scale diagram showing your property line and the encroachments. FOLLOW INSTRUCTIONS ON PAGE 3

Project Address: \_\_\_\_\_

**IMPORTANT!** This application will first be reviewed by the City Staff and/or Planning Commission. If the application successfully passes this review, a revocable license agreement will be drawn up by City Staff and a formal recommendation will be made to the City Council to approve it. *The property owner(s) will need to sign the agreement document and have the signature(s) acknowledged by a notary public or the Deputy City Clerk before the agreement can be ratified by the City Council.* A specimen copy of the revocable license agreement is attached for your information. **THE OWNER'S FAILURE TO EXECUTE THE AGREEMENT WILL PREVENT THE ISSUANCE OF ANY BUILDING PERMIT ASSOCIATED WITH THE LICENSE.**

I, the undersigned owner of the property herein described (or owner representative, as authorized by completion of a Statement of Ownership and Designation of Representative), hereby make application for the revocable license requested, and I hereby certify that the facts, statements and information presented herein and in the attached exhibit(s) are true and correct to the best of my knowledge and belief

I understand that the contents of this document are a Public Record.

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

Name: \_\_\_\_\_

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

## GUIDELINES FOR PLAN TO ACCOMPANY THIS APPLICATION

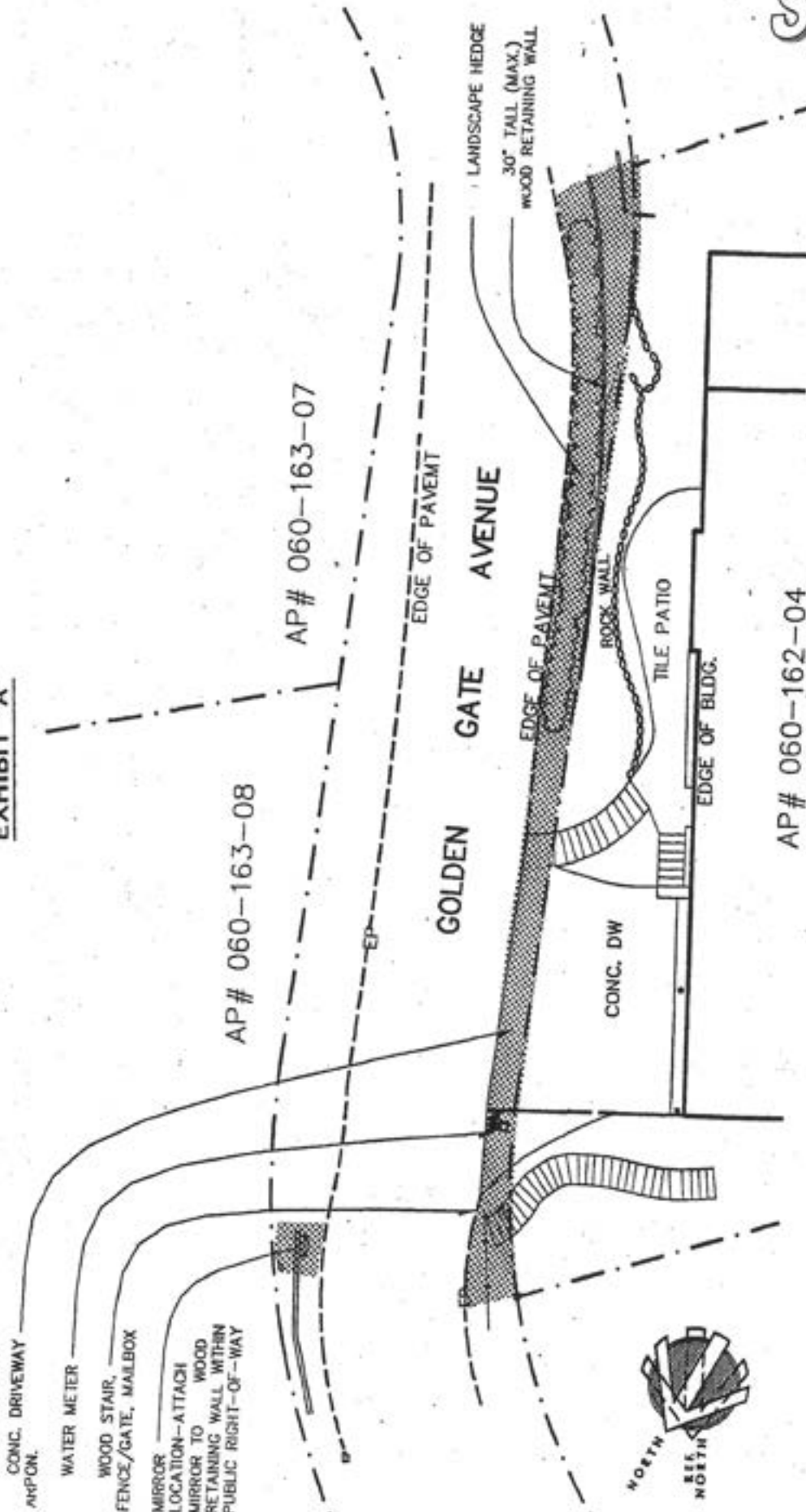
This plan will be attached to the proposed license which will be presented to the City Council for their consideration. Should it receive Council approval, it will be sent, upon final execution, to the County Recorder's office to be recorded.

**The plan must conform to the following standards:**

1. If more than one City street and/or City-owned parcel is encroached upon, separate licenses with separate plans will be required.
  2. Only 8½" x 11" size will be accepted.
  3. It must be to scale (actual scale is not relevant as long as it is suitable to show required information within the required size).
  4. The entire property need not be shown if it better suits the presentation. The entire frontage where the encroachment occurs must be shown.
  5. Show and identify property lines.
  6. Label the City property on which the private improvements will encroach with its name (for a street or pedestrian lane) or its parcel number (for City property that does not have a street address)
  7. Show all existing and/or proposed private improvements that will encroach onto City property. Shade the area of encroachment. Identify items within the shaded area by using arrows that point to their locations. Do not place descriptions, words, or numbers within shaded areas.
  8. Show existing structures such as garage, house, shed, fence, etc., that are near the area of the encroachment and which will remain.
  9. Avoid superfluous information such as: elevations or contour lines, existing improvements to be removed, names of plants, dimensioning of unrelated items.
  10. Show north. In the legend, include the scale, property address and assessor's parcel number, scale, and the words "License area shown shaded."
  11. Title the plan Revocable License Exhibit "A."
  12. It must be neat and all words and numbers must be dark and legible (faxed copies will generally not work).
  13. An acceptable plan must be provided at least ten working days prior to the date of the City Council meeting.
- ***The two pages which follow are examples of acceptable drawings. The last page is a specimen copy of the revocable license agreement you will be asked to sign if your application is granted.***

# Specimen

## EXHIBIT 'A'



### REVOCABLE LICENSE

LICENSE AREA SHOWN SHADED

129 Golden Gate Avenue  
 Belvedere, California  
 Assessor's Parcel #: 060-162-04

Scale: 1" = 20'-0"

# REVOCABLE LICENSE

EXHIBIT 'A'

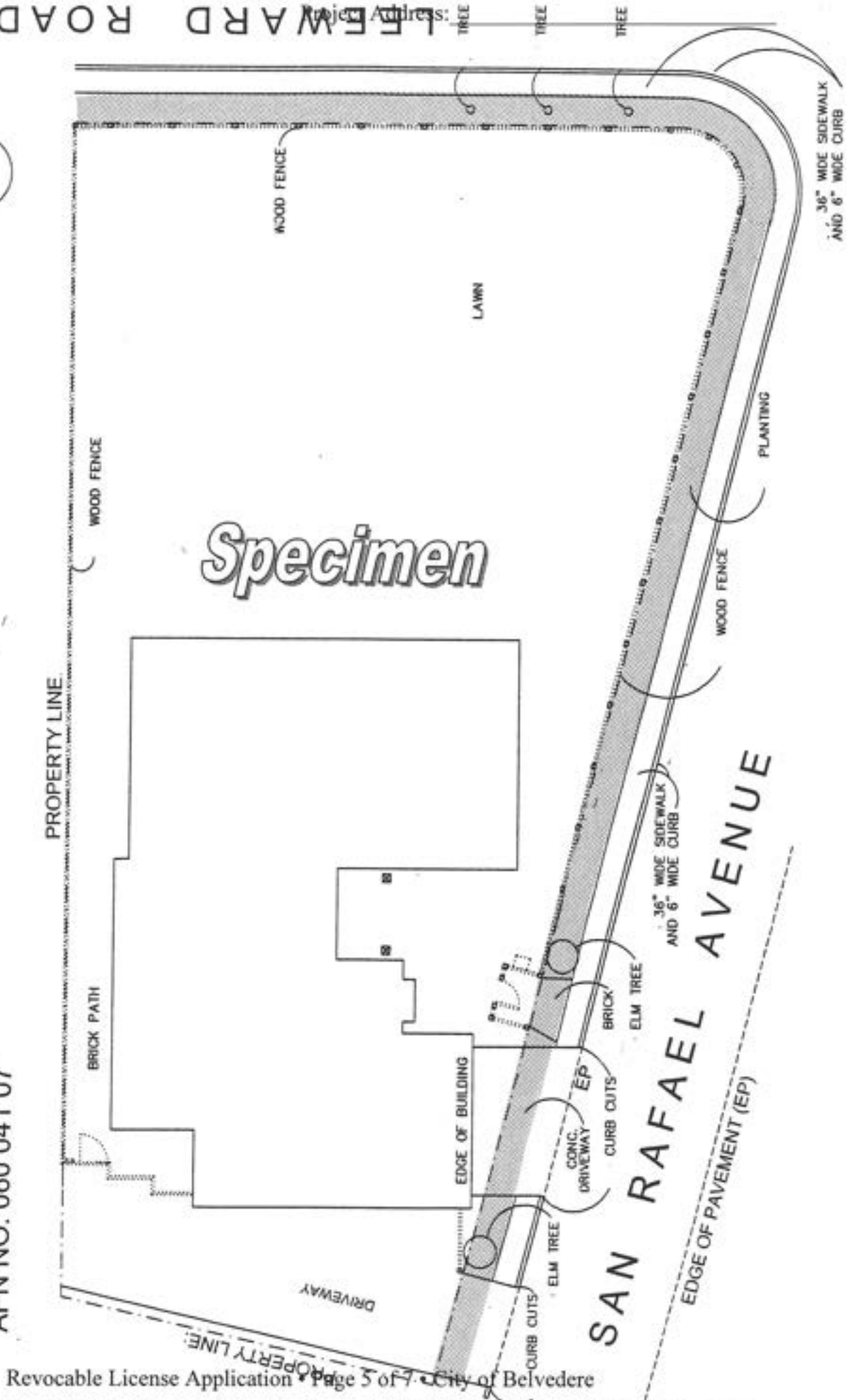
07.21.06 1"=200'-0"

338 SAN RAFAEL AVENUE  
BELVEDERE, CA 94920

APN NO. 060 041 07

LICENSE AREA SHOWN SHADED

TRUE  
NORTH



RECORDING REQUESTED BY:  
City Clerk, City of Belvedere  
RECORD WITHOUT FEE PER G.C. 27383

*Specimen*

AND WHEN RECORDED MAIL TO:

City Clerk  
City of Belvedere  
450 San Rafael Avenue  
Belvedere, CA 94920-2336

**CITY OF BELVEDERE**

**REVOCABLE LICENSE NO. 0000**

ASSESSOR'S PARCEL NO.: **000-00-00**  
ADDRESS: **00 San Rafael Avenue, Belvedere, California 94920**  
OWNERS' NAMES: **John Doe and Mary Doe**  
DATE ISSUED: **January 1, 2014**

The City of Belvedere, California, a municipal corporation (hereinafter referred to as "City"), hereby authorizes and licenses the owners of the land described above and in Exhibit "A" (hereinafter referred to as "Licensees"), at their own cost and expense, to encroach upon the adjoining land owned by the City of Belvedere (hereinafter referred to as "Premises") for the following purpose: Retaining walls, driveway apron, steps, gate with pillars, and landscaping in the San Rafael Avenue right-of-way.

This revocable license is granted subject to the following terms and conditions:

1. Licensees shall save and hold harmless the City of Belvedere from any loss, damage, or injury of any kind or character whatsoever that may arise from anything done, or omitted to be done, by Licensees, their agents, employees or contractors in connection with or in any way related to the matters authorized by this License. Licensees agree to hold City harmless and indemnify City (including, but not limited to, attorney fees, expert witness costs and court costs), without limitation, from and against any and all claims, injuries, damage, liability and/or cause of action which may ever arise as a result of injury and/or damage to property claimed to be the result of construction and/or failure to maintain said property or improvements by Licensees in, on, under, or above City property which is the subject of the revocable license granted Licensees by City.
2. To the extent this License authorizes the erection or installation of any building, fence, wall, or other structure or facility in or upon land owned by City, Licensees agree to erect and install the same in accordance with plans and specifications approved by the Planning Commission of the City of Belvedere and further agree to maintain the same at all times in good condition and repair, all at Licensees' sole cost and expense.
3. If Licensees shall fail to comply with the terms and conditions of this License, the City, at its option may immediately terminate and revoke this License by mailing or delivering written notice thereof to Licensees at the address hereinabove stated.
4. To the extent this License authorizes the erection or installation of any infrastructure improvements which are subject to the Americans With Disabilities Act ("the Act"), Licensees agrees to construct and maintain those improvements in full compliance with the requirements of the Act.

Revocable License No. 0000

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5. Licensees shall not restrict access by the public and/or by adjacent property owners to the licensed area.
6. Licensees shall execute this License by: signing the License; making an acknowledgement of the License before a notary public or an officer specified by the State to take the acknowledgement of instruments of writing; and delivering the signed License and certificate of acknowledgement to the City. If Licensees shall fail to execute this License within thirty days of the date issued, the City may immediately terminate and revoke this License by mailing or delivering written notice thereof to Licensees at the address hereinabove stated.
7. Anything herein to the contrary notwithstanding, this License shall be revocable at the pleasure of the City Council of the City of Belvedere. The election to revoke this License may be exercised at any time by mailing or delivering to Licensees at the address hereinabove stated a notice of revocation and termination. Within the time specified in said notice, Licensees shall, at their own cost and expense, remove from the Premises the encroachment and all structures and facilities placed thereon or therein by Licensees.
8. That upon the failure of Licensees to comply with any of the agreements contained herein, City may declare said improvements to be a public nuisance, and may take such action as may be authorized by law to abate said nuisance. The City shall be entitled to recover from Licensees costs of suit and reasonable attorney's fees, to be determined by the court. The remedy of City as contained in this paragraph shall not be exclusive.
9. The Licensees acknowledges that the property interest created hereunder by issuance of this license may be subject to possessory interest taxation and said Licensees in whom such possessory interest is vested recognizes and agrees that they shall be solely responsible for payment of all such taxes levied upon said possessory interest.
10. The Licensees shall deliver this License to any successor in interest to the above-described land.
11. The agreements contained herein are covenants and servitudes running with the land and shall be binding upon Licensees and their successors, assignors, executors, administrators, and personal representatives.
12. The Licensees shall obtain an encroachment permit from the City prior to the commencement of any work on City property.
13. Any previous revocable licenses issued to this property are now null and void.

Issued by direction of the City Council of the City of Belvedere pursuant to action taken at its meeting of January 1, 2014.

\_\_\_\_\_  
Mary Neilan, City Manager

The foregoing License is accepted and its terms and conditions are agreed to:

***DO NOT SIGN HERE -- THIS IS A SPECIMEN ONLY – YOU WILL BE PROVIDED WITH A FINAL DOCUMENT FOR SIGNATURE PRIOR TO THE CITY COUNCIL MEETING.***

\_\_\_\_\_  
John Doe, Licensee

\_\_\_\_\_  
Mary Doe, Licensee