



Encroachment Permit Application Checklist

For District Office Use Only

Date Received	Document/Information Needed	GCSD Staff Initials
	Encroachment Permit Application Fee \$254.00 Check #	
	Non-Refundable Administrative Fee \$111.00 Check #	
	District Engineer Deposit \$575.00 Check #	
	Site Plans Received	
	APN #:	
	Date of Site Check:	

Operations Manager Signature

Date



Encroachment Permit

The undersigned hereby applies for an encroachment permit to obtain access to District-owned property, easements and/or right of way ("District Property") at the following described location and for the following activities and purposes:

Location:		
Description of Activities & Purposes:		
Applicant Name:		
Estimated Duration of Construction Activities:		
Requested Permit Duration:	Temporary	Permanent

Conditions of Permit:

1. Applicant agrees to prepare plans and specifications acceptable to the District for any work planned and to perform all activities in accordance with the requirements and conditions set forth in the Encroachment Permit and any Special Conditions herein, subject to inspection and approval of the District Representative.
2. *Applicant will have all utilities marked by dialing 811 or mark area of proposed encroachment clearly and accurately prior to the District's Operations Manager site review.*
3. Applicant will contact the District Office at least 24 hours prior to commencing activities on District Property in order that an inspection may be scheduled.
4. Applicant agrees to maintain District Property in a reasonable and safe condition throughout the term of this Permit.
5. Applicant agrees to comply with all local ordinances concerning the activities to be undertaken on District Property and the use thereof, including current Water, Sewer and Encroachment Ordinances.
6. Applicant agrees to perform at Applicant's own expense any removal of improvements as directed by the District to provide unrestricted access to its easement/property, in accordance with the removal time schedule set by the District. If improvements are not removed in accordance with District directives, District will remove the improvements at the expense of the Applicant. Improvements located on District easements/property under this permit will not be replaced by the District.
7. The Applicant shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Permit by the Applicant, any subcontractor or the Applicant's agents or employees; (2) any alleged negligent act or omission of the Applicant, any subcontractor, the Applicant's agents or employees, in connection with any acts performed or required to be performed pursuant to this Permit; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of the Applicant, Applicant's agents or employees in carrying out the provisions of this Permit. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.



Encroachment Permit

7. Special Conditions (IE: Need for the Encroachment, Expectation for Encroachment)	
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This Application for Encroachment Permit does not constitute the Encroachment Permit or District consent to access District Property for the purposes described in this Application. District permission to perform activities on District Property and the terms and conditions of Applicant's use of District Property will be specified in a separate Encroachment Permit signed by an authorized representative of the District and also by the Permittee. By his or her signature below, the Applicant acknowledges that this Application does not constitute District permission to perform the list of activities on District Property. In executing this Application, Applicant acknowledges that it has received and reviewed a copy of the District's current Water, Sewer, and Encroachment Ordinances.

Applicant Name

Date

Signature

Verbiage	Definition	Applicant Initials
“Utilities, Water Utilities, or Sewer Utilities”	means the public water, public sewer, and related infrastructure, as such Utilities now exists or as it may hereafter be modified or reconstructed.	
“Standards”	Means the applicable District Ordinances, Policies and Standards, including Encroachment Standards for Groveland Community Services District are incorporated herein as though set forth in full, and a copy thereof is available at the District Office.	