



APPLICATION FOR REVOCABLE LICENSE (UNACCOMPANIED BY DESIGN REVIEW)

CITY OF BELVEDERE • CITY COUNCIL
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.

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.**

**STATEMENT OF PROPERTY OWNERSHIP
& DESIGNATION OF REPRESENTATIVE**

All property owners who hold title as individuals must complete Sections A and C below. For properties owned by a trust, LLC, corporation, partnership, or other entity, please complete Sections B and C.

Street address of subject property: _____

Assessor's Parcel No(s). of subject property: _____

➤ **A. Properties Owned by Individuals**

I, _____, state under penalty of perjury under the laws of the State of California that I am the record owner of the above-described subject property.

I hereby make application for approval of the revocable license requested. I have read this application and hereby certify that the statements furnished above and in the attached exhibits present the data and information required for the revocable license to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief

I agree that, upon approval by the City Council of the revocable license requested, I will promptly execute a license drafted by the City, have it notarized, and return it to the City so that it may be recorded.

Signed this _____ day of _____, 20____, at Belvedere, California.

Signature _____

➤ **B. Properties Owned by a Trust, LLC, Corporation, Partnership, or Other Entity**

For properties owned by a trust, please attach the trust document or a certificate of trust, including any attachments thereto. For an LLC, corporation, partnership, or other entity, please attach proof of ownership and certification of the signer's authorization to enter into contracts on behalf of the entity.

I, _____, state under penalty of perjury under the laws of the State of California that the above-described subject property is owned by a trust, LLC, corporation, partnership, or other entity and that my signature on this application has been authorized by all necessary action required by the LLC, corporation, partnership, or other entity.

Project Address: _____

I hereby make application for approval of the revocable license requested. I have read this application and hereby certify that the statements furnished above and in the attached exhibits present the data and information required for the revocable license to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief

I agree that, upon approval by the City Council of the revocable license requested, I will promptly execute a license drafted by the City, have it notarized, and return it to the City so that it may be recorded.

Signed this _____ day of _____, 20____, at Belvedere, California.

Signature _____

Name of Trust, LLC, Corporation, or other entity: _____

➤ **C. Capacity Claimed By Authorized Signer(s) of the Revocable License Agreement**

Note: If the property is owned by two or more individuals, each must sign the license document.

FULL NAME(S) OF SIGNER(S) AS SHOWN ON PROOF OF IDENTITY (CURRENT DRIVER'S LICENSE, STATE-ISSUED PHOTO IDENTIFICATION, OR PASSPORT):

INDIVIDUAL

TRUSTEE(S)

CORPORATE OFFICER

PARTNER(S) LIMITED
 GENERAL

Titles(s)

GUARDIAN/CONSERVATOR

ATTORNEY-IN-FACT

OTHER: _____

SIGNER IS REPRESENTING: _____

Name of persons(s) or entity(ies)

➤ **D. Designation By Owner of a Representative (Optional)**

Note: A representative designated below cannot sign the revocable license agreement on behalf of the owner.

I, _____, hereby authorize _____ to file on my behalf any applications, plans, papers, data, or documents necessary to obtain approvals required to complete my project and further authorize said person to appear on my behalf before the Planning Commission and/or City Council. This designation is valid until the project covered by the application(s) is completed and finalized or until the designation is rescinded in writing.

Signature of Owner: _____ Date: _____

Signature of Representative: _____ 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:

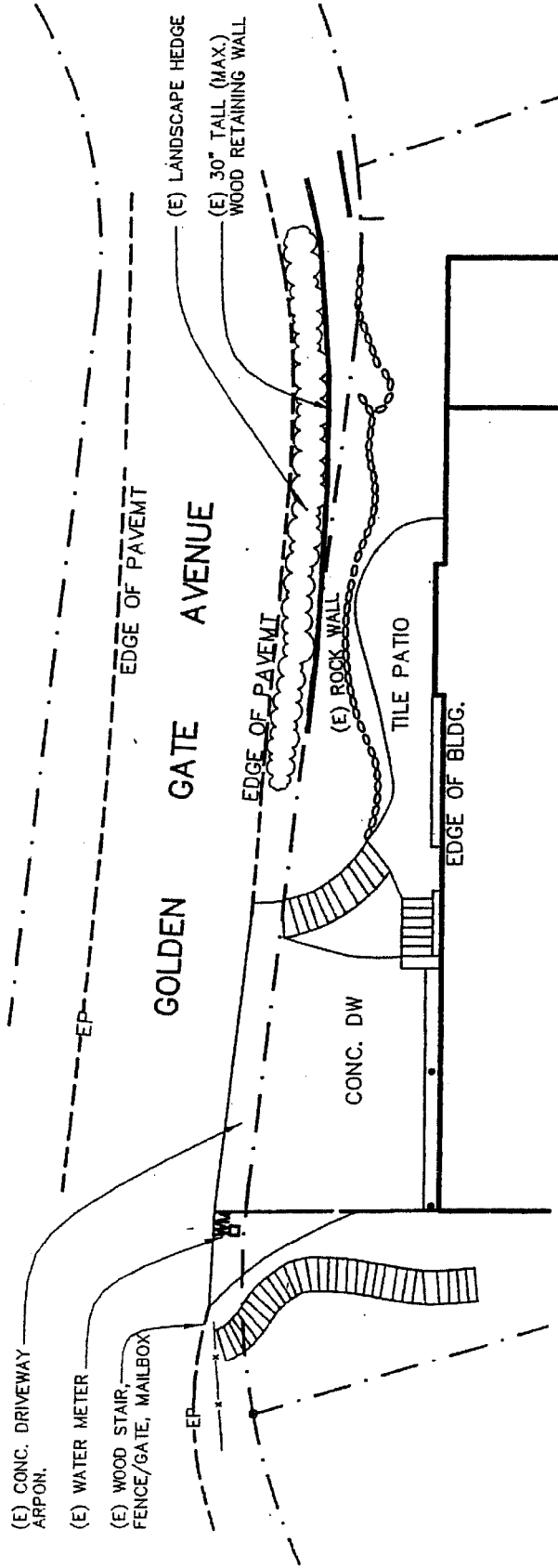
1. Only 8½" x 11" size will be accepted.
 2. It must be to scale (actual scale is not relevant as long as it is suitable to show required information within the required size).
 3. It must be neat and legible (faxed copies will generally not work).
 4. Identify the City property upon which the private improvements will encroach (i.e. name of street, lane, or parcel number of City lot).
 5. Show and identify property lines.
 6. Show and identify all existing and/or proposed private improvements encroaching onto the City's property.
 7. Locate existing structures such as garage, house, shed, fence, etc., that are on the property in the area of the encroachment.
 8. Be briefly descriptive (i.e. wood fence, stone retaining wall, landscaping).
 9. Avoid cross-hatching and/or shading.
 10. Avoid superfluous information such as: elevations or contour lines, existing improvements to be removed, names of plants, dimensioning of unrelated items. The County Recorder will reject plans that are too "cluttered."
 11. Identify the property by street address. If more than one City street and/or City-owned parcel is involved in the encroachments, separate licenses and separate applications will be required.
 12. The entire property need not be shown if it better suits the presentation. The entire frontage where the encroachment occurs must be shown.
 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.***

SAMPLE

Partial Site Plan

129 Golden Gate Avenue
Belvedere, California
Assessors Parcel #: 060-162-04

Scale: 1" = 20'-0"

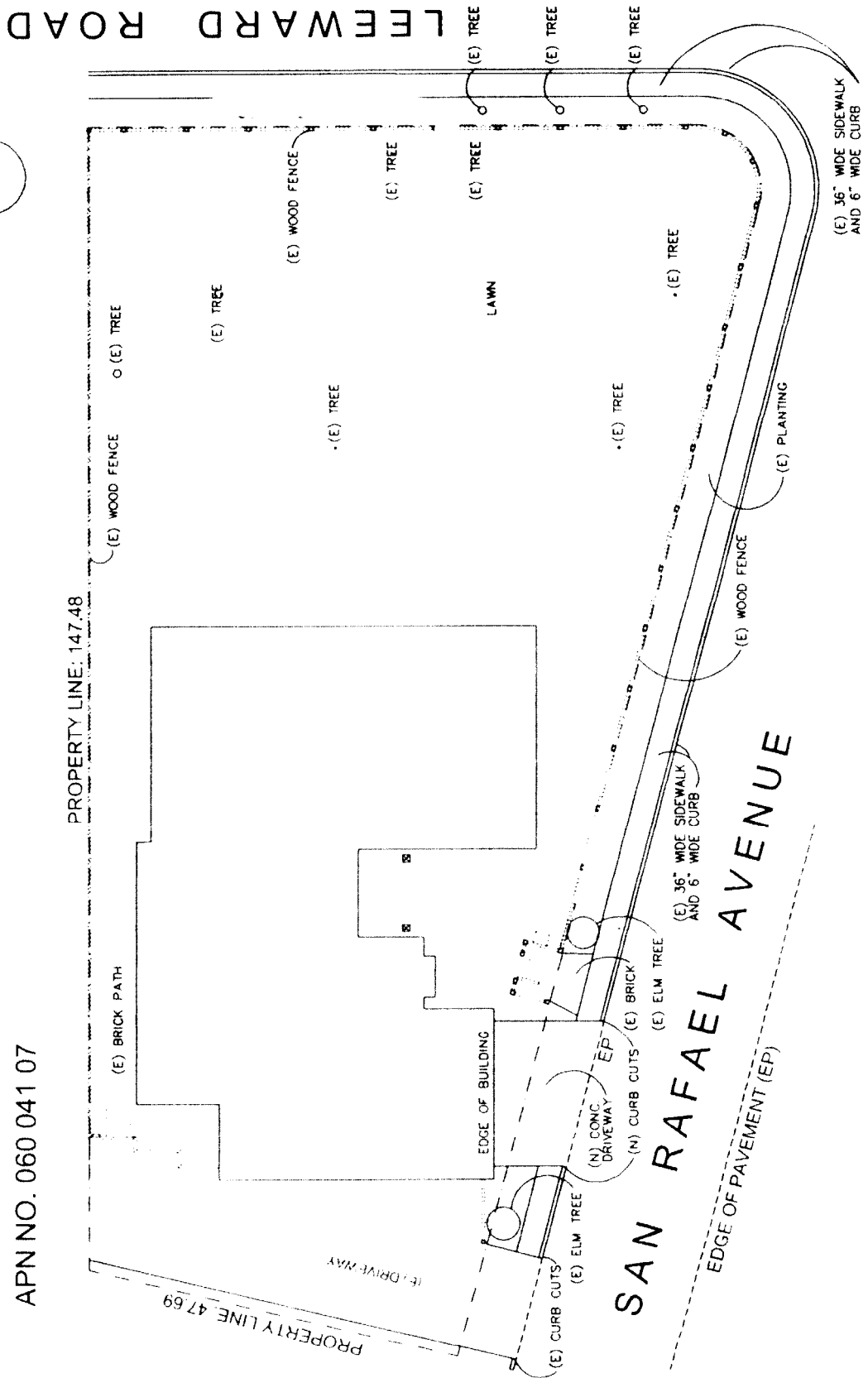
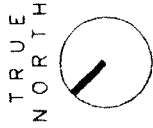


SITE PLAN

07.21.06 1"=200'-0"

338 SAN RAFAEL AVENUE
BELVEDERE, CA 94920

APN NO. 060 041 07



RECORDING REQUESTED BY:

Specimen

Deputy City Clerk, City of Belvedere

AND WHEN RECORDED MAIL TO:

Deputy 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, 2007**

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: Stone retaining walls, wood driveway apron, steps, gate with stone pillars and iron trellis and landscaping in the Beach Road 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, above, or upon 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.

Revocable License No. 0000

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4. 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.
5. 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.
6. 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.
7. 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.
8. The Licensees shall deliver this License to any successor in interest to the above-described land.
9. 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.
10. The Licensees shall obtain an encroachment permit from the City prior to the commencement of any work on City property.
11. 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, 2007.

Deputy City Clerk

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

John Doe, Licensee

Mary Doe, Licensee