

RECORDING REQUESTED BY  
AND MAIL TO:

City Clerk  
City of Buena Park  
P.O. Box 5009  
Buena Park, CA 90622-5009



Fee Exempt – Gov’t Code §27383

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN:

**ENCROACHMENT LICENSE AGREEMENT (CITY PROPERTY)**

(Encroachment Permit Number: \_\_\_\_\_)

This Encroachment License Agreement (“Agreement”) is entered into on \_\_\_\_\_, 20\_\_\_, by and between the CITY OF BUENA PARK, a municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Licensee”).

For good and valuable consideration, receipt of which is hereby acknowledged by the parties, City and Licensee hereby agree as follows:

1. Subject to all terms and conditions herein, City hereby grants a revocable license to Licensee to maintain an encroachment in or upon certain real property owned by City, all as more fully described below.

2. The encroachment permitted by this Agreement is described as and is limited to: \_\_\_\_\_, all as shown on Exhibit "A", attached hereto and incorporated herein by reference (“Encroachment”). The Encroachment shall be constructed and installed in accordance with plans and specifications approved in writing, in

advance, by the City's City Engineer or designee. Licensee shall remove any graffiti from the Encroachment within twenty-four (24) hours of notification or actual knowledge thereof.

3. The real property owned by City and specific location thereon where the Encroachment may be maintained, is also shown and described on Exhibit "A" attached hereto, and is known by the street address \_\_\_\_\_, and is shown on the County of Orange Property Tax Roll as Assessor's Parcel No. \_\_\_\_\_ ("Property").

4. Term: This license shall continue from year to year in full force and effect, and the same shall constitute a covenant running with the land, unless and until terminated as provided herein.

5. Additional Covenants and Conditions:

a. Licensee agrees to maintain the Encroachment in accordance with all applicable local, State, and federal laws, ordinances, and regulations.

b. Licensee agrees to maintain the Encroachment at all times in a safe and non-hazardous condition.

c. If City or other public facilities or improvements are damaged by the installation or presence of the Encroachments, Licensee shall be responsible for all cost of repairs and restoration of these public facilities or improvements to their pre-Encroachments condition.

d. Should the City be required to enter onto the Property, City may remove all or a portion of the Encroachments, as required.

i. City shall notify Licensee in advance of its intention to conduct work;

ii. Licensee shall be responsible for restoration of Encroachments affected by City's work;

iii. City agrees to bear only the cost of any removal of Encroachments affected by City's work; and

iv. Licensee agrees to pay for all costs associated with the restoration of Encroachments.

e. To the maximum extent permitted by law, Licensee agrees to defend, indemnify and hold City and its elected officials, officers, agents, and employees harmless with respect to any and all costs, attorney's fees, claims and liabilities, liens and/or stop notices, arising from any injury, death, or financial loss to any person or property and alleged or asserted to have been incurred in connection with, or caused or contributed to by, the Encroachment and/or its construction, installation, repair, replacement, and/or maintenance, and/or any actions undertaken in connection with any of the foregoing activities, regardless of any asserted theory of liability on the part of the City or whether City, or its officers, agents, volunteers, or employees were actively or passively (but not solely) negligent.

5. Insurance: Licensee shall neither commence work nor shall allow any subcontractor to commence work on a subcontract under this Agreement until it has obtained and provided the City with written evidence of having procured commercial general and auto liability (any auto), naming the City, its officials, officers, and employees as additional insureds, waiving the right of subrogation, requiring written notice to the City if cancelled, and otherwise being in such form and having such limits as required in writing by the City's Risk Manager.

6. This license is subject to City's right to cause maintenance, repair and/or construction work to be conducted in or on the Property from time to time and should such maintenance, repair and/or construction work or any activity connected therewith result in any damage to or destruction of the Encroachment, City shall not be liable for such damage or destruction regardless of the asserted theory of liability as to the City or whether City or its officers, agents, or employees might have been negligent with respect hereto, or whether said damages or destruction are alleged to have been intentionally caused. Licensee expressly assumes all risk of damage to, or destruction of, all or any part of the Encroachment.

7. This Agreement is a revocable license, and covenant running with the land unless and until terminated, and does not constitute a sale, lease, or any transaction, and conveys no interest other than a revocable license and Licensee shall not acquire any rights

whatsoever based on the encroachment permitted herein excepting those rights specifically delineated herein. This license shall inure to the benefit of, and shall bind, any transferee of Licensee's license and interest herein, including any and all of Licensee's successors in interest, and shall be subject to the same terms and conditions herein set forth. Licensee or Licensee's transferee shall provide written notice of any transfer of this license and Licensee's interest herein, to City within thirty (30) days thereof.

8. Notwithstanding any other provision herein, Licensee's breach of any provision contained in this license shall be grounds for the immediate termination of this license by the City for cause.

9. This license may be revoked, without cause, upon sixty (60) days written notice to Licensee, or upon twenty-four (24) hours' notice to Licensee by any means when any activity of Licensee, other than any activity permitted herein, would likely cause damage to the Property or create a risk of harm and/or hazard to the public.

10. Upon any termination of this license, Licensee agrees to remove the Encroachment from the Property, and to restore the Property to its prior condition, normal wear and tear excepted, all at the expense of Licensee. If Licensee should fail to do so for a period of thirty (30) days after service of a written demand by the City, City may proceed to remove the Encroachment. Licensee shall be liable to City for all costs and expenses incurred by City in connection therewith and in the event of Licensee's non-payment of same, City may file and record a lien to secure such payment. If required by City, the Licensee shall post and maintain a bond or such other acceptable security to ensure removal of the Encroachment and restoration of the Property.

11. Licensee agrees to pay to City, upon thirty (30) days' prior written demand, any increased costs incurred by the City for maintenance, repair, reconstruction or otherwise, of City's Property proximately resulting from the Encroachment.

12. In the event that City must maintain an action to enforce any of the obligations of Licensee hereunder, or arising out of this license, the prevailing party in such action shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection therewith.

13. Notification: Unless a different address of record is provided by Licensee at least thirty (30) days in advance, all notices to Licensee may be sent by first class mail to:

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

14. Recordation: City may immediately record this license and Licensee agrees to reimburse City for any recordation fees incurred by City.

15. This Agreement together with all Exhibit(s), each of which is incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter herein. No promise or representation not expressly set forth herein, shall be binding or have any force or effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

**CITY OF BUENA PARK,**  
a municipal corporation

**LICENSEE,**  
property owner(s)

By: \_\_\_\_\_

By: \_\_\_\_\_

Mina Mikhael, P.E.  
Director of Public Works

Print name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Adria M. Jimenez, MMC  
City Clerk

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)