

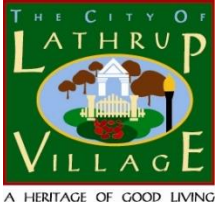
CITY OF LATHRUP VILLAGE REVOCABLE PERMANENT ENCROACHMENT LICENSE APPLICATION CHECKLIST

The following items must be submitted **before** a Revocable Permanent Encroachment License application is processed.

- Completed Application Form** (*incomplete applications will not be accepted*).
- Permanent encroachment exhibits** (Exhibit "A") must include an 8½" x 11" drawing, accurately and legibly prepared. All drawings must include the following information:
 - Property lines identified
 - City Right-of-way identified
 - Property address
 - Abutting street and alley name
 - Exact location and dimensions of items that encroach
- Certificate of Liability Insurance**, in the amount not less than \$500,000.00, that:
 - Names the City of Lathrup Village as an additional insured.
 - Must be valid for the duration of the encroachment. It shall be renewed if necessary, to provide continuous coverage.
 - Is issued by an insurance company having an established office in Michigan and licensed to do business under the State of Michigan laws.
- Nonrefundable application fee of \$1,000.00 for residents \$1,500.00 for non-residents***

*Recording fees determined by the Oakland County Register of Deeds Office and Lathrup Village Consultant fees are not included in the application fee.

Note: If the insurance policy is canceled/not renewed, the encroachment license may become null and void at that time.



**CITY OF LATHRUP VILLAGE
REVOCABLE PERMANENT ENCROACHMENT
LICENSE STANDARD CONDITIONS**

THIS LICENSE OBLIGATES THE PERMITTEE/SUCCESSORS AND ASSIGNS TO THE FOLLOWING STANDARD CONDITIONS AND SPECIAL CONDITIONS AS LISTED ON THIS FORM:

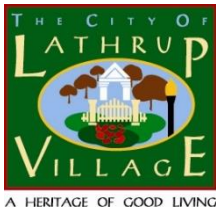
1. Any and all operations under this License must meet and conform with all requirements of the City of Lathrup Village's current Standard Construction Specifications, and all other applicable provisions of the City Code or Policies.
2. Indemnify, save and hold harmless the City, its officers, employees and agents, and defend them against all claims, suits, causes of action, judgments, and all expenses and attorney fees pertaining thereto, for injuries or death to persons and damage to property attributable to the construction, installation, maintenance, operation or existence of encroachment covered by this permit. Licensee must maintain and furnish proof of liability insurance coverage for the duration of this license. Said liability insurance shall be at a minimal amount of \$500,000.00. **The City of Lathrup Village shall be named as additional insured** and be notified in writing a minimum of 45 days prior to cancellation of the insurance policy. Also, the insurance certificate must include the encroachment location as indicated on the application. The policy and terms must be pre-approved by the City of Lathrup Village.
3. The City has the right to remove, at any time, for any reason, the encroachment. Upon request of the City, licensee must immediately remove, cease operations and surrender this License and/or alter or relocate, at applicants' own expense, the fixtures for which this permit is granted. Upon failure to do so, the City of Lathrup Village shall take such necessary action and the applicant shall be responsible to reimburse the City of Lathrup Village for the costs it incurs to perform same. If such costs are not promptly paid, all costs incurred by the City shall constitute a lien upon the real property to which the encroachment benefits. Such lien shall be of the same character and effect as a lien created for City real property taxes pursuant to State law
4. The Licensee will furnish and provide to the City as determined necessary by the City Manager or his/her designee, such plans, insurance, bonds, specifications, information, releases, guarantees, licenses, permits, approval from others, and comply with all other requirements pertaining to said encroachment request and any necessary subsequent removal/restoration as determined necessary by the City Manager or his/her designee.
5. This License does not relieve the applicant from meeting any applicable requirements of law, statute or policy of any public bodies or agencies.

THE OWNER ACKNOWLEDGES HE/SHE HAS READ THE CONDITIONS AND AGREES TO ABIDE BY SAME.

Owner's Name (Please Print)

Owner's Signature

Date



**CITY OF LATHRUP VILLAGE
REVOCABLE PERMANENT ENCROACHMENT
LICENSE APPLICATION**

For Office Use Only

Date Received: _____ **License Number:** _____

INSTRUCTIONS: COMPLETE THE FOLLOWING SECTIONS AS IT APPLIES TO YOUR REQUEST

THIS LICENSE IS FOR: (CHECK ONE ONLY)

- PERPETUATUAL UNTIL REVOKED BY THE CITY.**
- PRE-EXISTING CONDITION AND PERPETUATUAL UNTIL REVOKED BY THE CITY.**

Validation Period: Requested Start Date: _____

This application for license is made by:

_____, at _____
(Print Owner's Full Name) (Print Owner's Legal Mailing Address)

daytime phone number: _____, hereinafter referred to as "Licensee",

Licensee is the owner of the following described properties located in the City of Lathrup Village, Oakland County

Street Address: _____

Legal Address: _____

Licensee is the owner of said properties about the following **described public right(s)-of-way (name of streets/alleys impacted):**

Licensee desires to encroach upon said right-of-way for the following purposes and as shown and described in **Exhibit "A"**, attached to this License. **Describe Exhibit "A":**

An encroachment effectively provides public property for private use. Therefore, as a general policy, it is not in the City's interest to grant encroachments. New structures should be able to accomplish their various needs within the confines of their property boundaries and required setbacks. Granting of encroachment will generally occur under one of the following conditions:

- a) To acknowledge an existing, historical unlicensed encroachment and to outline the owner's liability and responsibility for maintenance and future removal of the encroaching structure, or
- b) To license an encroachment that is a public amenity. Examples may include awnings on commercial structures, non-restrictive safe objects, planters in the right-of-way (but not within pedestrian walkways), irrigation systems approved by Engineering and Parks Departments to maintain landscaping within public right-of-way.

All decisions of the City Council on Encroachment License Applications will be final.

Licensee covenants and agrees as follows:

There is a non-refundable application fee of **\$1,000.00 for residents \$1,500.00 for non-residents**, this fee does not include the cost of recording the license with the Oakland County Register of Deeds or any City Consultant fees associated with preparation and or review of the license.

This license is granted for a specific use and within a specified term as checked above, subject to being terminated at any time and for any reason at the sole discretion of the City of Lathrup Village.

This license shall be subordinate to the right of the City of Lathrup Village to use said area for any public purposes.

The Licensee shall obtain right-of-way and Building Permits as required by the City for any work to be performed in the public right-of-way with design approvals for such work obtained from the Building Official. Licensee agrees to join any improvement district formed for the purpose of constructing improvements within public right-of-way. Licensee is responsible for the maintenance and repair of the public right-of-way, together with improvements constructed therein, which the City of Lathrup Village, in the exercise of its discretion, shall determine to be necessary to keep the same in a safe and clean condition. In the event that Licensee defaults in any of its duties as set forth herein, the City of Lathrup Village shall have the right, upon written notification to the Licensee, to perform duties to the City of Lathrup Village's standards and to recover all costs for performing duties from the Licensee. Further, Licensee waives any claim for damages sustained by Licensee and Licensee shall hold the City of Lathrup Village harmless for any claims, causes of action or damages asserted against the City of Lathrup Village for the work performed by the City of Lathrup Village pursuant to this paragraph.

Unless the property that is the subject of this license agreement is covered by a homeowner's insurance policy, Licensee shall at all times during the term hereof, carry public liability insurance for the benefit of the City with limits of not less than \$500,000 as may be amended from time to time, naming the City as ***"Additional Insured"***.

Licensee shall maintain said public liability insurance coverage in full force and effect during the term of this License and shall furnish the City with a most current certificate of such coverage evidencing its validity. All insurance policies maintained pursuant to this agreement shall contain the following endorsement: ***"It is hereby understood and agreed that this insurance policy may not be canceled by the surety until***

forty-five (45) days after receipt by the City of a written notice of such intention to cancel or not to renew." The Licensee shall show proof of this insurance to the City before this agreement is filed.

Licensee agrees to indemnify and hold harmless the City of Lathrup Village, its officers, employees, insurers, and self-insurance, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, death, property loss or damages, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this license, including but not limited to, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or part by the act, omission, error, professional error, mistake, negligence, or other fault of licensee or the City. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claim or demands at the sole expense of the licensee or, at the option of the City of Lathrup Village, licensee agrees to pay the City of Lathrup Village or reimburse the City of Lathrup Village for the defense costs incurred by the City of Lathrup Village in connection with, any such liability, claims, or demands. The licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent.

This license may be terminated by Licensee at any time and for any reason following delivery of a written notice of Licensee's intent to cancel. The City of Lathrup Village may terminate this license at any time and for any reason. Upon termination, Licensee shall at Licensee's expense, remove any improvements or encroachments from said property. The property shall be restored to a condition satisfactory to the City of Lathrup Village.

This license is subject to all state laws, the provisions of the Charter of the City of Lathrup Village as it now exists or may hereafter be amended, and the ordinances of the City of Lathrup Village now in effect or those which may hereafter is adopted.

Nothing herein shall be construed so as to prevent the City of Lathrup Village from granting such additional licenses or property interests in or affecting said public property as it deems necessary.

The conditions hereof imposed on the granted license of encroachment shall constitute covenants running with the life of improvements encroaching in public right of way, and binding upon Licensee. The encroachment shall terminate when the improvement has failed or out of compliance with required standards of performance or if it is revoked by the City, whichever comes sooner.

In any legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

If the structure for which this license was issued is removed for any reason, Licensee shall not continue to rebuild in the public right-of-way. The public right-of-way is for the general public benefit, and it is not for occupation or construction of encroachments.

The licensee waives any and all claims against the City of Lathrup Village for loss or damage to the improvements constructed within the encroachment area.

