



ENCROACHMENT PERMIT

WHEREAS, _____ hereinafter referred to as "Applicant," has applied for approval of encroachment permit for _____ (hereinafter "Project") from San Luis Obispo County, a political subdivision of the State of California, hereinafter referred to as "County."

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, this Agreement is made and entered into this _____ day of _____, 20____, by and between the Applicant and the County.

Agreement

1. Applicant shall deposit with the San Luis Obispo County Department of Public Works the amount of \$ _____ ("Deposit") upon execution of this Agreement. The Deposit shall be maintained in the amount of \$ _____ at all times. The San Luis Obispo County Department of Public Works shall invoice the Applicant on a monthly basis for costs incurred by the Department related to the Project during the previous month. Within thirty (30) days of the invoice date, the Applicant shall submit payment to the Department for the amount of the invoice in order to maintain the original Deposit balance. Amounts remaining unpaid for thirty (30) days from the date of the County's invoice shall accrue interest at the rate of one percent (1%) per month beginning thirty (30) days after the date of the invoice. Upon completion of the work performed in accordance with this Agreement, any unspent portion of the Deposit shall be returned to the Applicant after deducting any unpaid invoices.

2. The Applicant shall pay the County for the cost of checking of the Project improvement plans, and the cost of inspection of any such improvements by the San Luis Obispo County Department of Public Works. The Applicant shall be charged and shall pay to the County the actual cost for all services related to the Project rendered by County personnel or its consultants. Failure to maintain the Deposit or make full payment on an account within thirty (30) days from the date of the County's invoice may result in suspension of all work on the Project until payment is received and the account is brought current and the Deposit restored.

3. Permission is hereby granted to the County, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspection of any and/or all work to be done under the Agreement.

4. The Applicant shall employ a California Registered Civil Engineer of work to provide inspection during the course of construction, to certify to the County Department of Public Works that the improvements were installed in accordance with approved plans, and to submit as-built plans to the County Department of Public Works. If the engineer of work is other than the designing engineer or is replaced during the course of construction, the County Department of Public Works shall be notified in writing; and each such engineer of work shall certify as to their respective involvement. The County

Department of Public Works may make such additional construction observations as is deemed necessary and shall be available to review field conditions and/or proposed changes with the engineer of work.

5. It is understood and agreed by and between the Parties hereto that this Agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this Agreement.

6. The Applicant shall defend, indemnify and save harmless the San Luis Obispo County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Applicant or of agents, employees or independent contractors directly responsible to the Applicant; providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Applicant, the Applicant's agents, employees, or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Applicant to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

7. Unless otherwise provided, all notices herein required shall be in writing and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Public Works, County of San Luis Obispo, County Government Center, Room 207, San Luis Obispo, California 93408. Notices required to be given to Applicant shall be sent to the Applicant's billing address as set forth below. Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

APPLICANT

COUNTY OF SAN LUIS OBISPO

John Diodati, Director of Public Works

By: _____

Applicant's signature

By: _____

Development Services Division Manager

Applicant's name

Street & PO Box

City, State, Zip

Email address & Phone Number (8:00 a.m. to 5:00 p.m.)