



RECORDING REQUESTED BY:  
**Town of Atherton**

WHEN RECORDED MAIL TO:  
**City Clerk**  
**Town of Atherton**  
**91 Ashfield Road**  
**Atherton, CA 94027**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

**REVOCABLE LICENSE AND ENCROACHMENT PERMIT**  
**AGREEMENT NO. \_\_\_\_\_**

WHEREAS, the undersigned applicant proposes to construct certain improvements on a public right-of-way running in favor of the Town of Atherton adjacent to the following described parcel of real property in the Town of Atherton, San Mateo County, California, which property has frontage on:

Street Address: \_\_\_\_\_

Assessor's Parcel Number: \_\_\_\_\_

Legal Description: \_\_\_\_\_

WHEREAS, Applicant desires to use and encroach in, over, upon or under the right-of-way of said street, in constructing, using and maintaining said improvements, to the extent and in the manner hereinafter more specifically described and set forth; and

WHEREAS, the requested encroachment will currently not, in the opinion of the Town of Atherton, obstruct, interfere with, or in any way whatsoever impede or endanger the Town or any member of the public in any lawful use of said street or right-of-way as the same is presently improved for public use and a revocable license and encroachment permit can reasonably and safely be granted to the present and future owners of said property for the encroachment hereinafter described until such time when and if said license and encroachment permit is revoked;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES and subject to the terms and conditions hereinafter set forth, the Town of Atherton does hereby give and grant to Applicant, for the use and benefit of herein above described parcel of real property, a revocable license and encroachment permit to construct, keep use and maintain within the right-of-way where it bounds said parcel of real property, the following described use, improvement, or encroachment:

---

---

---

---

(A map, plat, plot plan, sketch or drawing showing said encroachment is attached hereto, and is referred to herein, and shall be deemed incorporated herein and a part hereto for all purposes.)

**THIS LICENSE AND ENCROACHMENT PERMIT IS EXPRESSLY GRANTED  
SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. Said license and encroachment permit shall run with the parcel of real property as described above and the terms and conditions thereof and all of the duties and liabilities created hereby shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest. The Town will record the Permit with the County at Permittee's expense. Permittee shall deliver this Permit to any successor in interest to the above-described land.

2. The process for revocation depends on the type of encroachment:

A. Where the encroachment is related to new development related to a property such as a driveway, connection to public utilities, or similar long-term use, the permit may be revoked by the City Manager only upon substantial evidence of good cause based on clear need and necessity to do so. Any decision by the City Manager to revoke a permit involving a driveway, utilities, or similar semi-permanent encroachment may be appealed to the City Council in writing within thirty (30) days.

B. Where the encroachment is less permanent in nature, such as for landscaping, fencing, or similar use, the permit shall be revocable at any time thereafter by the City

Manager with or without cause; provided, however, that before revoking such permit, the City Manager shall provide the owner with an opportunity to a hearing to object to the revocation upon at least ten (10) days' notice.

In either case, if the City Manager exercises his/her option to revoke this permit and agreement and that decision becomes final after all appeals are exhausted, the Permittee and/or any successors, assigns or holders of interest in the land adjoining the encroachment permit benefit area shall be responsible for the removal of all improvements in the right-of-way as required by the Town of Atherton at no cost to the Town for such removal and restoration of the terrain within sixty (60) days after written notice of the final decision to revoke such license and permit has been served on the owners of said parcel of real property herein above described.

3. Licensee and Permittee does hereby, for him/herself and his/her successors in interest of said real property, release and hold harmless the Town of Atherton from any and all damage and claim for damage related to or arising from the use or improvement within the right-of-way related to this Agreement, and does hereby waive any and all actions, causes of action and claims which he or she or they may have, or claim to have, against the Town by reason of any future revocation of this license and permit;

4. It is mutually agreed that the Town shall not be responsible for any loss, cost, or damage, or claim of loss, cost, or damage to persons or property by any person as a result of the existence of said use or improvement of the right-of-way, and the Licensee and Permittee, for him/herself and his/her successors in interest, does hereby agree to hold the Town, its officers, agents and employees, free, clear and harmless from any such loss, cost or damage;

5. Licensee and Permittee, for him/herself and his/her successors in interest, does hereby agree at all times during the life of this license and permit, to provide insurance coverage upon the property and improvements within the right-of-way under the same policy of insurance provided on the adjacent property owned by Licensee/Permittee, with the Town to be named as an additional insured under that policy of insurance covering the adjacent



On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in  
his/her authorized capacity, and that by his/her signature on the instrument the person, or  
the entity upon behalf of which the person 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.

---

Notary's Signature

Sample