

PERMIT TO CONSTRUCT, USE AND/OR MAINTAIN AN ENCROACHMENT UPON THE CITY CONTROLLED PUBLIC PROPERTY

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

Standard Conditions

1. Any and all operations under this permit shall be performed according to all applicable standards and all requirements set forth in the City's Code or policies.
2. Take, provide and maintain all necessary precautions to prevent injury or damage to persons or property from operations allowed by this permit and use safety devices which are in accordance with the Michigan Manual of Uniform Traffic Control Devices.
3. 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. Permittee must maintain and furnish proof of liability insurance coverage for the term of this permit. Said liability insurance shall be at a minimal amount of \$300,000.00. The City of Grand Haven shall be named as additional insured, and be notified in writing a minimum of 30 days prior to cancellation of the insurance policy. Also, the insurance certificate must include the encroachment location as indicated on front of this form. The policy and terms must be pre-approved by the City Manager.
4. The City has the right to remove, at any time, for any reason, the encroachment. Upon request of the City, permittee must immediately remove, cease operations and surrender this permit 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 Grand Haven shall take such necessary action and the applicant shall be responsible to reimburse the City of Grand Haven for the costs it incurs to perform same. If such costs are not promptly paid, all costs incurred by the City shall constitute as 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 and the Code of the City of Grand Haven and shall include accrued interest and penalties.
5. The permittee 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.
6. Permittee understands that this application will be held for a two week comment period prior to finalization. Concerns raised during comment period may lead to redirection of application to the full City Council for consideration of a license agreement.
7. Maximum term is ten years from date of issuance. Permittee is responsible for application for extended permit – failure to apply for and receive extension results in automatic termination of encroachment permit.

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

(Owner's Signature)

(Date)

Special Conditions

Approved for the City of Grand Haven: _____
(City Manager or his/her Designee) (Date)