

**APPLICATION FOR PUBLIC RIGHT-OF-WAY ENCROACHMENT REVOCABLE LICENSE
AGREEMENT WITH VILLAGE OF SEA CLIFF**

1. APPLICANT INFORMATION:

Name(s) of Property Owner:
Address:
Telephone:

2. ENCROACHMENT INFORMATION TO BE SUBMITTED WITH APPLICATION

Location (Address):
Furthest distance from property line of encroachment: feet
Purpose of encroachment:
Type of Encroachment (ie., retaining wall)

3. REQUIRED SUBMISSIONS

- Copy of plans and specifications identifying the encroachment and the area involved
- Legal description of encroachment area
- Copy of deed for property owned by applicant
- Certificate of Insurance naming the Village of Sea Cliff as additionally insured

4. LICENSE CONDITIONS:

I (we), the licensee, understand that if granted, the license will be subject to the following conditions:

- a. A license agreement that will set forth the licensee's obligations, which shall run with the land and be binding on the licensee, licensee's heirs, successors and assigns.
- b. Encroachment to be maintained in good order.
- c. Payment of an annual or one-time fee, as determined by the Board of Trustees from time to time, depending on the type of encroachment.
- d. Licensee may be required by the Village of Sea Cliff at some future date to remove all, or a portion of, the encroachment, and restore the right-of-way, at licensee's expense.
- e. The revocable license will not relieve the licensee of licensee's responsibility to obtain and abide by other permits, laws and regulations of the Village of Sea Cliff.
- f. Licensee will be responsible for any infraction arising out of the encroachment.
- g. Licensee shall, prior to obtaining final approval of the encroachment from the appropriate Village department, file with the Village a certificate of insurance naming the Village as an additional insured, and shall maintain such insurance for so long as the encroachment is maintained.
- h. All work shall conform to applicable provisions of federal, state and local laws.
- i. All work in the right-of-way, including work that connects to any utility system, shall be constructed in accordance with applicable construction standards, specifications, and laws.
- j. Licensee shall indemnify, defend and hold harmless the Village of Sea Cliff, it's officers, employees, and agents from and against any damages to the road and to any person or property which may be damaged by the licensee's exercise of licensee's rights hereunder and under the license agreement.
- k. If licensee fails to indemnify the Village, the Village may assess the sum of the damages as a lien against the subject premises, which may be collected by the Village in the same manner as if said sum had been assessed as a tax upon the subject premises or by judicial proceedings in the Supreme Court of the State of New York, Nassau County, in which case the legal costs, including, but not limited to, all attorneys, experts, and witness fees, of such proceeding, shall be recoverable by the Village in such proceeding, as additional damages.
- l. Licensee acknowledges the provisions set forth in Chapter 64 of the Village Code relating to the maintenance of the encroachment.

Signature(s)

Applicant: _____ **Date:** _____

Applicant: _____ **Date:** _____