

**CIRCLE XX COMMUNITY SERVICES DISTRICT  
ENCROACHMENT PERMIT GENERAL CONDITIONS  
PRIVATE DRIVEWAYS**

Encroachment permits are required by the District for any work to be done connecting private driveways to Circle XX CSD roads.

It is understood and agreed by the permittee that the doing of any work under an Encroachment Permit shall constitute acceptance of all applicable provisions.

Adequate provisions shall be employed for the protection of the traveling public.

A. Work shall be done during normal daylight working hours.

B. No materials shall be stored within eight (8) feet of the edge of the road.

All driveways or road entrances onto Circle XX C.S.D. roadways will have an apron at least six (6) feet deep by whatever width and to include any turn radius onto the Circle XX roadway. This apron shall be made of the same material as the District roadway (gravel to gravel, chip seal to chip seal and asphalt to asphalt).

Any improvement made to a driveway apron connecting to Circle XX C.S.D. roadways, including new construction, a secondary driveway, or modification to an existing driveway, requires an Encroachment Permit. A permit is required for replacement of a culvert that goes under a driveway along Circle XX CSD roads. If replacing a culvert the apron will need to be changed to the same material or better as that of the District roadway.

Upon completion of the work the roadway and right-of-way will be left in a neat and clean condition, satisfactory to the District.

The permittee is responsible for all liability for personal injury or property damage which may arise from work done by the permittee or his/her agent, or which may arise out of failure of the persons holding the permit to perform the obligations under the permit in respect to maintenance. In the event any claim of such liability is made against the district, or a department, officer or employee thereof, the permittee shall defend, indemnify and hold harmless from such a claim. The permit shall not be effective for any purpose until the permittee files with the District the permit cost and the deposit required by the District, unless specifically exempted on the face thereof.

The permittee agrees by the acceptance of a permit to exercise reasonable care to maintain properly any encroachment placed by them in the road right-of-way to include periodic inspection and immediate repair of any damage to any portion of the road which occurred as a result of the work done under this permit.

The Circle XX Community Services District will not approve the release of a final inspection unless the encroachment is completed to the satisfaction of the District.

Encroachment permits may be revoked at the pleasure of the Circle XX Community Services District.

Permit # \_\_\_\_\_

**Application for Encroachment Permit (Driveway)**  
**Circle XX Community Services District**  
**P.O. Box 1645**  
**San Andreas CA 95249**

(This Application Void in 90 Days, If Not Issued and Bond Posted)

Date \_\_\_\_\_ Assessor's Parcel # \_\_\_\_\_

The Undersigned hereby applies for permission to encroach upon Circle XX roads at  
Street Address \_\_\_\_\_ Lot # \_\_\_\_\_

The undersigned hereby agrees to perform all work and furnish all materials as specified herewith, and work shall be in accordance with the rules and regulations as set forth by Chapter 12.08 of the Calaveras County Code. Section 12.08.120 states "The applicant shall at all times comply with and shall cause all his agents and employees to comply with all such laws, ordinances, regulations, decisions, court and similar authoritative orders, and shall protect, indemnify the District and all of its Officers and Agents against any claims of liability caused by violation of any such law, ordinance, regulation or order issued under police power and in accordance with law, whether by himself or by his agents or employees." I further agree to call for inspections of the work in the permit below. Two types of inspections (three if Portland Cement Concrete is used) are required.

\_\_\_\_\_  
Contractor Name \_\_\_\_\_ Owner Name \_\_\_\_\_

\_\_\_\_\_  
Mailing Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip \_\_\_\_\_ City, State, Zip \_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_ Phone Number \_\_\_\_\_

**ENCROACHMENT PERMIT**

Date Received \_\_\_\_\_ Received By \_\_\_\_\_

Check Number \_\_\_\_\_ In the Amount of \$300.00 (\$75.00 Non-Refundable Fee)

For Office Use only:  
Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_ Type \_\_\_\_\_

Initial Inspection Date \_\_\_\_\_ Inspector \_\_\_\_\_

Inspection (PCCOnly) Date \_\_\_\_\_ Inspector \_\_\_\_\_

Final Inspection Date \_\_\_\_\_ Inspector \_\_\_\_\_

## **Encroachment Compliance Agreement**

Permittee has paid to the Circle XX C.S.D., Three Hundred Dollars (\$300.00) in deposit to guarantee that permittee will diligently and in good faith comply with the terms and conditions of Calaveras County Code Chapter 12.08

Permittee agrees to comply with the provisions of Calaveras County Code Chapter 12.08 and the permit, to the satisfaction of the general manager by the expiration date of the encroachment permit.

If the permittee fails to comply by the encroachment permit expiration date, the general manager may, after notice by mail, bring the encroachment into compliance with Calaveras County Code Chapter 12.08 and the provisions of the permit. All associated costs of the general manager shall be indemnified from and charged against the deposit.

Permittee hereby releases Circle XX C.S.D. from all Liability for nonperformance and personal injury and agrees to indemnify and save Circle XX harmless from and against all claims resulting directly or indirectly from any work performed in accordance with this agreement.

Within Ninety (90) days of the satisfactory completion of all work required by the permit, and fulfillment of all conditions of the permit, the general manager will release the unused portion of the deposit back to the permittee.

The terms of the above Encroachment Compliance Agreement have been met and the above referenced deposit is hereby released.

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Release Date by Road Manager

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Road Manager Signature

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Date Deposit Released

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Date Mailed to Owner