SUBJECT: REQUEST FOR ENCROACHMENT PERMIT - NEW BUILDING FOR STEWART TITLE COMPANY

SOURCE: Public Works Department - Engineering Division

COMMENT: Staff has received a request to encroach into City right of way from Jim Sims. Mr. Sims is the owner of property at 296 W. Henderson Avenue (northeast corner of “G” Street and Henderson Avenue). The new Stewart Title Company building is under construction at this location and the roof eave overhangs along the “G” Street frontage. The overhang varies from about one (1) foot at the northwest building corner to about three (3) feet at the southwest building corner.

The applicant has paid the applicable fee and has signed the standard encroachment agreement.

RECOMMENDATION: That City Council:

1. Approve the encroachment request subject to the terms of the encroachment agreement and in compliance with all applicable City building codes and ordinances; and

2. Authorize the Mayor to sign Encroachment Agreement No. 34-2004.

ATTACHMENTS: Locator Maps
Encroachment Agreement No. 34-2004
ENCROACHMENT AGREEMENT 34-2004

THIS ENCROACHMENT AGREEMENT is entered into at Porterville, California, by and between the CITY OF PORTERVILLE, hereinafter referred to as the "CITY", and Jim Simms, hereinafter referred to as "Property Owner", on December 6, 2004.

RECIPIENTS

WHEREAS, the "City" by Section 20-1.2, of the City of Porterville Municipal Code, requires City Council approval of occupancy within the public right of way by executing an encroachment agreement.

WHEREAS, this agreement grants to "Property Owner" the right to encroach upon certain property of the "CITY"; and,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The "CITY" hereby grants to "Property Owner" the right to encroach into the public right-of-way at the 296 W. Henderson Avenue for the purpose of the construction of a 30" roof overhang into the City’s right of way.

2. In exercising this right to encroach upon "CITY" property, "Property Owner" agrees and does hereby indemnify, save and hold harmless the "CITY", its agents, officers and employees against and from all damages, (including death) judgments, claims, demands, expenses, costs, (including attorney’s fees) and expenditures, and against all loss which the "CITY" or such officers, agents, or employees may suffer, or which may be recoverable from or obtainable against the "CITY" or such officers, agents, or employees, proximately caused by or growing out of, or in any way connected with the placing, erection or maintenance of said encroachment. "Property Owner" further agrees that upon fifteen (15) days written notice by
the "CITY" that they will, at their own cost and expense, remove said encroachment and place said property in as like a condition as possible prior to the encroachment construction. The "CITY" agrees that it will not terminate this agreement unless and until said property encroached upon may be required for street widening, sidewalk purposes, or other public improvements.

3. "Property Owner" further agrees that the promises herein contained shall be binding upon their heirs, successors, or assigns or any other person or firm that may now be, or hereafter, an owner of the real property or any part thereof, set forth in Section 1 of this agreement.

Date: December 6, 2004

[Signature]

Jim Simms, Owner

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APPROVED BY
CITY OF PORTERVILLE
A Municipal Corporation

Baldomero S. Rodriguez
Public Works Director

Pedro R. Martinez
Mayor
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Tulare

On December 6, 2004 before me, Cecilia Mendez, person appeared Jim Sims

☐ Personally known to me OR ☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

CECILIA MENDEZ
COMM. #1406199
NOTARY PUBLIC - CALIFORNIA
TULARE COUNTY

Cecilia Mendez
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the documents and could prevent fraudulent reattachment of this form:

CAPACITY CLAIMED BY SIGNED

☐ INDIVIDUAL

☐ CORPORATE OFFICER

☐ LIMITED PARTNER(S)

☐ GENERAL PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: __________________________

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

TITLE(S)

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)