



## DES Encroachment Application &amp; Permit Changes 2016 vs 2021

	2016	2021
Definition – No Change	Any item(s) placed within or on LFUCG property including, but not limited to, native planting areas, stream buffers, trees, community gardens, play structures, picnic benches, chairs, fire pits, gazebos, construction staging areas, artwork, etc.	Any item(s) placed within or on LFUCG property including, but not limited to, native planting areas, stream buffers, trees, community gardens, play structures, picnic benches, chairs, fire pits, gazebos, construction staging areas, artwork, etc.
Application – Updated to be in line with other LFUCG applications & permits	Basic Information	Specific Information Sign-Off from Utilities (if needed) FEMA Sign-Off (if needed) Other LFUCG Department Review & Sign-Off (if needed) Councilmember / HOA Notification
Hold Harmless and Indemnity – Updated language for consistency with other program waivers (e.g., volunteer water quality monitoring)	<p><b>Application:</b> If this application is approved I agree to hold harmless LFUCG from any damage caused in whole or in part by the encroachment into LFUCG greenway areas.</p> <p><b>Permit:</b> Applicants, their successors, heirs and assigns, hereby agree to indemnify and hold harmless LFUCG from any damage caused to the subject property in whole or in part by the encroachment into LFUCG greenway areas.</p>	<p><b>Application and Permit:</b> Applicant acknowledges and agrees, on behalf of himself and his heirs, successors, and assigns, that Applicant shall make no claim against LFUCG for any losses or damages, of whatsoever natures, sustained by them, in any way connected to the greenway encroachment project, and applicant, his heirs, successors, and assigns shall indemnify and hold harmless LFUCG from any and all claims for personal injury or property damages or other damages made by on behalf of all persons, firms or corporations, arising from or growing out of the encroachment upon the subject property from the encroachment described herein.</p>

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Termination of Agreement – Updated to be reissued every 2 years; doubled the number of days to remove encroachment from 15 to 30; and recently updated removal reimbursement conditions depending on LFUCG’s level of effort/cost needed to remove an encroachment	LFUCG may, at its sole discretion, withdraw its permission to encroach into the LFUCG greenway area at any time, with or without notice. If LFUCG withdraws its permission, the applicant shall remove the encroachment within 15 days. If the applicant fails to do so LFUCG may remove and charge the cost of removal back to the applicant for reimbursement.	Permit for encroachment only valid for two (2) years from date of issuance. Reapplication must be filed at least 30 days before permit expires (with new utility release forms). Failure to file a reapplication may result in the encroachment being removed. In addition, LFUCG may, at its sole discretion, withdraw its permission to encroach into the LFUCG greenway area at any time, with or without notice. If LFUCG withdraws its permission, the Applicant shall remove the encroachment within 30 days. If the Applicant fails to do so, LFUCG may remove the encroachment. Except for encroachments that are easily removable and/or which are removable at <i>de minimis</i> cost (e.g., plantings, picnic benches, chairs, etc), LFUCG may charge the costs of any such removal back to the Applicant for reimbursement.