

# ENCROACHMENT PERMIT

A. NATURE OF PERMIT. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. LENGTH OF PERMIT. \_\_\_\_\_  
\_\_\_\_\_

C. LOCATION. Sketch county road and encroachment of typical section below.

1. SECTION.  
\_\_\_\_\_

2. TOWNSHIP.  
\_\_\_\_\_

3. RANGE.  
\_\_\_\_\_

4. COUNTY ROAD.  
\_\_\_\_\_

5. RURAL ADDRESS.  
\_\_\_\_\_  
\_\_\_\_\_


D. SPECIAL CONDITIONS. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSTRUCTIONS AND TERMS AND CONDITIONS OF PERMIT ON REVERSE SIDE.

E. DATE OF APPROVAL. \_\_\_\_\_

COUNTY ROAD SUPERVISOR SIGNATURE. \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY COMMISSIONER SIGNATURE. \_\_\_\_\_ DATE \_\_\_\_\_

PERMITTEE SIGNATURE. \_\_\_\_\_ DATE \_\_\_\_\_

## INSTRUCTIONS:

**-NATURE OF PERMIT:** A brief explanation of the reason for the permit, i.e. To construct an approach to a county road; an oil pipeline crossing a county road; etc.

**-LENGTH OF PERMIT:** Temporary, permanent, 30 days, etc.

**-LOCATION:**

1,2,3: Describe the location of the encroachment by the Section, Township and Range.

4: The name or number of the County Road affected.

5: Locate the encroachment according to the Carter County Rural Addressing System.

**-CONDITIONS:** Specify any special provisions. Examples are:

A pipeline crossing: gravel backfill, 3 foot cover in barrow ditch, boring, etc.

Approach on a County Road: 36" CMP culvert, 150 foot site distance either direction from approach, etc.

**-DATE OF APPROVAL:** Date the permit was approved by the Carter County Board of Commissioners.

**-AUTHORIZED SIGNATURE:** Signature of County Commissioner approving permits.

**SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, THE PERMIT APPLIED FOR UPON THE REVERSE SIDE THEREOF, IS HEREBY GRANTED:**

**1-CHANGES IN ROAD:** If County changes the road, which necessitates changes in structure or installations installed under this permit, Permittee shall make necessary changes without expense to the County.

**2-COUNTY SAVED HARMLESS FROM CLAIMS:** In accepting this permit the Permittee, its/his successors or assigns, agree to protect the County and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the County and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy and judgement which may be rendered against the County in any such suit or action.

**3-HIGHWAY AND DRAINAGE.** If the work done under this permit interferes in any way with the drainage of the County Road affected, Permittee shall, at its/his own expense, make such provisions as the County may direct to take care of said drainage.

**4-RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the County.

**5-WORK TO BE SUPERVISED BY THE COUNTY.** All work contemplated under this permit shall be done to the satisfaction of the authorized representative of the County, and the County hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.

**6-COUNTY'S RIGHT NOT TO BE INTERFERED WITH.** All such changes, reconstructing or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the County's work, and the County shall not be liable for any damage to the Permittee by reason of any such work by the County, its agents, contractors or representatives, or by the exercise of any rights by the County upon the County Road by the installations or structures placed under this permit.

**7-MAINTENANCE AT EXPENSE OF PERMITTEE.** Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the County.

**8-COUNTY NOT LIABLE FOR DAMAGE TO INSTALLATIONS.** In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by any County employee engaged in construction, alteration, repair, maintenance or improvement of the County Road, shall be at the sole expense of the Permittee.

**9-COUNTY TO BE REIMBURSED FOR REPAIRING ROADWAY.** Upon being billed therefore Permittee agrees to promptly reimburse County for any expense incurred in repairing surface of roadway due to settlement at installation, or for any other damage to roadway or structure as a result of the work performed under this permit.

**10-Contact Carter County Weed District 406-775-6278 before removing vegetation so they may determine the presence of noxious weeds. The Weed District may reserve the right to require that construction equipment be washed before moved to a new location or before entering the county. This is to prevent the spread of Noxious Weeds.**

**THE UNDERSIGNED DOES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE TERMS AND CONDITIONS AND CONSENT TO SAID TERMS AND CONDITIONS.**