



Ravalli County Road Department

244 Fairgrounds Road • Hamilton, Montana 59840

(406) 363-2733

COUNTRY ROADS TAKE ME HOME

REVOCABLE ENCROACHMENT APPLICATION and PERMIT (Utilities, Structures, Fences, Beautification)

RW 20

Date _____ Time _____

Project Number _____

Road Name and No. _____

APPLICATION FOR PERMIT TO

Nature of Work to be Completed _____

1. Name of Applicant _____ Phone _____

2. Address of Applicant _____

3. Contact Person _____

4. Name of Contract Company _____ Phone _____

5. Address of Contract Company _____

6. Contact Person _____ Office Phone _____ Cell Phone _____

7. Blueprints, sketches, and drawings attached: Yes No

8. Specific Location _____

9. Job Specifications _____

Inspected by _____

10. Final Inspection (within 30 days of permit issuance) _____

Inspected by _____

Instructions Concerning Use of this Form

Applicant will complete this form, sign, and submit form to the Road Supervisor for review. If the Road Supervisor approves the permit, he will sign this form on the reverse side hereof. The original will be delivered to the permittee and a copy filed in the County Road Department Office. Applicant will request final inspection when work has been completed.

— Permit —

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is granted:

1. **TERM:** This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. **REVOCAION:** This permit may be revoked by County upon giving three (3) days notice to Permittee by ordinary mail directed to the address shown in the application hereto attached, but the County reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
3. **COMMENCEMENT OF WORK:** No work shall be commenced until Permittee notifies Road Supervisor shown in application when he proposes to commence work.
4. **CHANGES IN HIGHWAY:** If County changes highway necessitating changes in structures or installations installed under this permit, Permittee shall make necessary changes without expense to the County.
5. **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 of 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 any Judgment which may be rendered against the County in any suit or action.
6. **PROTECTION OF TRAFFIC:** Insofar as the interests of the County and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the County Supervisor and his authorized representatives, and he/they shall indicate the traffic control devices, the lighting thereof at night, placing of flagmen and watchmen, the acceptable manner in which traffic is to be handled, and shall specify to Permittee how road surface is to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 5 hereof.
7. **HIGHWAY DRAINAGE:** If the work done under this permit interferes in any way with the drainage of the highway affected, Permittee shall, at its/his own expense, make such provisions as the County may direct to take care of said drainage.
8. **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.
9. **WORK TO BE SUPERVISED BY COUNTY:** All work contemplated under this permit shall be done under the supervision of and 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 on installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
10. **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 in no way be liable for any damage to the Permittee by reason of any such work by the County, its agents, contractors, or representatives, or structures placed under this permit.
11. **REMOVAL OF INSTALLATIONS OR STRUCTURES:** Unless waived by the County, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
12. **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.
13. **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 a contractor working for the County, or by any County employee engaged in construction, alteration, repair, maintenance, or improvement of the County Highway, shall be at the sole expense of the Permittee.
14. **COUNTY TO BE REIMBURSED FOR REPAIRING ROADWAY:** Upon being billed therefor 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 as a result of the work performed under this permit.
15. **OTHER CONDITIONS AND/OR REMARKS:**
 - A. This permit is only valid if the construction is completed in 30 days.
 - B. All backfill materials shall be approved prior to construction. All encroachments into asphalt concrete roads require 100% non-shrink backfill material. All backfill material shall be compacted to 95% relative density. Testing, when prescribed, shall be conducted by the Road Department at the applicant's expense.

Dated at _____, Montana, this _____ day of _____, 20____

The undersigned, the "Permittee" mentioned in the foregoing instrument, has read and understands conditions set forth and hereby accepts all of those terms and conditions.

Ravalli County Road Department

By _____