

CITY OF MURRAY
DEPARTMENT OF ENGINEERING
ENCROACHMENT PERMIT

RELEASED DATE _____

PERMIT NO. _____

<p>APPLICANT IDENTIFICATION</p> <p>NAME: _____ CONTACT PERSON: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE _____ PHONE: () _____ EMAIL: _____</p>	<p>PROJECT IDENTIFICATION</p> <p>STREET: _____ NO. _____ LOCATION ON STREET: NORTH SOUTH EAST WEST X-ING PROJECT STATUS: MAINTENANCE CONSTRUCTION</p>
<p>TYPE OF ENCROACHMENT:</p> <p>_____ COMMERCIAL ENTRANCE - BUSINESS PRIVATE ENTRANCE: SINGLE FAMILY FARM UTILITY OVERHEAD UNDERGROUND GRADE: FILL LANDSCAPE ON R/W AIRSPACE: AGREEMENT LEASE OTHER (SPECIFY) _____ _____ _____</p>	<p>ATTACHMENTS:</p> <p>PLEASE LIST EACH ITEM TO BE ATTACHED</p> <p>_____ _____ _____ _____ _____</p>
<p>TYPE OF INDEMNITY: BOND CASH _____ SELF-INSURED AMOUNT ENCUMBERED \$ _____ _____ OTHER</p>	<p>NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE</p> <p>_____ _____ _____ _____ _____</p>
<p>BRIEF DESCRIPTION OF WORK TO BE DONE: (If private entrance, show sketch with pipe location. Separate attached drawings required for encroachments other than private entrances.)</p> <p>_____ _____ _____ _____ _____</p>	
<p>IMPORTANT: (PLEASE READ)</p> <p>WHEN THE WORK IS COMPLETED IN ACCORDANCE WITH THE TERMS OF THIS ENCROACHMENT PERMIT YOUR INDEMNITY WILL BE RELEASED. HOWEVER, THE PERMIT IS EFFECTIVE UNTIL REVOKED BY THE CITY OF MURRAY AND THE TERMS ON THE PERMIT AND ACCOMPANYING PERMIT DOCUMENTS AND DRAWINGS REMAIN IN EFFECT AS LONG AS THE ENCROACHMENT EXISTS. FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITTEE. IT IS IMPORTANT THAT YOU UNDERSTAND THE REQUIREMENTS OF THIS ENCROACHMENT PERMIT APPLICATION AND ACCOMPANYING DOCUMENTS. IF YOU HAVE NOT DONE SO, IT IS SUGGESTED THAT YOU REVIEW THESE DOCUMENTS AND PLACE THE PERMIT PACKAGE IN A SAFE PLACE FOR FUTURE REFERENCE.</p> <p><u>A COPY OF THIS PERMIT AND ALL DOCUMENTS SHALL BE GIVEN TO YOUR CONTRACTOR AND SHALL BE READILY AVAILABLE AT THE WORK SITE FOR THE ENCROACHMENT PERMIT INSPECTOR TO REVIEW AT ALL TIMES. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN CANCELLATION OF THIS PERMIT.</u></p> <p>IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.</p>	

THE PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. The permittee shall comply with and is bound by the requirements of the City of Murray on the date of the issuance of this permit.
2. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
3. A plan prepared by _____ and dated _____ is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall no use the facilities authorized herein in any manner contrary to that prescribed by the permit and plan. Normal usage and routine maintenance only are authorized under this permit.
4. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect and save harmless the City of Murray from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the City beyond that existing at common law if this right to indemnity did not exist.
5. Upon a violation of any of the provisions of this permit, the City may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the City may cause same to be removed, and the costs thereof shall be charged to the permittee.
6. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provision of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
7. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the City for the facilities covered by this permit to be removed or relocated in connections with the reconstruction, relocation or improvement of the abutting highway, the City may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the City is required by law to pay any or all the same.
8. The permittee understand and agrees that this permit is personal to the permittee and shall no inure to his successors and assigns without the written approval of the City and that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the City.
9. This permit does not alleviate any requirements of any other government agency.

THE UNDERSIGNED APPLICANT (BEING DULY AUTHORIZED REPRESENTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

JANUARY 1st _ JULY 1st __ ,20_____,20_____
 Completion Date Date Signature

RECOMMENDED FOR APPROVAL

TITLE _____ SIGNATURE _____ DATE _____

PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.

INSTALLED BY: _____ ,20_____
 TITLE SIGNATURE DATE