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**APPLICATION FOR ENCROACHMENT PERMIT**

**TERMS AND CONDITIONS**

1. The permit, including this application and all related and accompanying documents and drawings making up  
   the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the  
   encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its  
   obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the  
   applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet  
   the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY**:
4. PERFORMANCE BOND: The permittee shall provide to the Department a performance bond  
   according to the Permits Manual, Section PE-203 as a guarantee of conformance with the  
   Department's Encroachment Permit requirements.
5. PAYMENT BOND: At the discretion of the department, a payment bond shall be required of the  
   permittee to ensure payment of liquidated damages assessed to the permittee.
6. LIABILITY INSURANCE: Liability insurance shall be required of the permittee (in an amount  
   approved by the department) to cover all liabilities associated with the encroachment.
7. It shall be the responsibility of the permittee, its successors and assigns, to maintain all  
   indemnities in full force and effect until the permittee is authorized to release the indemnity by  
   the Department.
8. A copy of this application and all related documents making up the approved permit shall be given to the  
   applicant and shall be made readily available for review at the work site at all times.
9. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns,  
   with the approval of the Department as required, unless otherwise stated.
10. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms  
    of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits  
    Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the  
    date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by  
    the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or  
    other policy of the Department may be made a condition of allowing the encroachment to persist under the  
    permit.
11. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time,  
    and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at  
    the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated  
    right-of-way is the responsibility of the permittee, its successors and assigns.
12. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety  
    deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and  
    assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary  
    lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time  
    after receipt of a written notice of such deficiency. The period within which such adjustments, relocations,  
    additions, modifications, or other corrective measures must be completed will be specified in the notice.

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**APPLICATION FOR ENCROACHMENT PERMIT**

1. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to  
   correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and  
   installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable  
   discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual  
   and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization  
   (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors  
   and assigns, at no expense to the Department.
2. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their  
   written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding  
   on their successors and assigns, by the submission of a notarized statement as follows, "I (we)

, hereby consent to the granting of the permit requested by the applicant along Route which permit does affect frontage rights along my (our) adjacent real property.” By signature(s)

subscribed and sworn by , on this date

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1. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or  
   permit(s) previously granted to any other party, except as otherwise provided by law.
2. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its  
   successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all  
   permitted facilities or other encroachments in strict accordance with the submitted and approved permit  
   documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not  
   use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal  
   usage as contemplated by the parties and by this application and routine maintenance are authorized by the  
   permit.
3. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time  
   as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way  
   restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and  
   demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its  
   successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission  
   by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of  
   any third party nor operate to enlarge any liability of the Department beyond that existing at common law or  
   otherwise if this right to indemnity did not exist.
4. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may  
   require additional action by the permittee, its successors and assigns, up to and including the removal of the  
   encroachment and restoration of the right-of-way. In the event additional actions required by the Department  
   under the permit are not undertaken as ordered and within a reasonable time, the Department may in its  
   discretion cause those or other additional corrective actions to be undertaken and the Department shall recover  
   the reasonable costs of those corrective actions from the permittee, its successors and assigns.
5. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements  
   of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. §  
   2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as  
   amended.

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**APPLICATION FOR ENCROACHMENT PERMIT**

1. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities  
   or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the  
   reconstruction, relocation or improvement of a highway, the Department may revoke permission for the  
   encroachment to remain under the permit and may order its removal, relocation or reconstruction by the  
   permittee, its successors and assigns, at the expense of the permittee, except where the Department is required  
   by law to pay any or all of those costs.
2. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such  
   time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested  
   encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate  
   successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the  
   Department. The permit and its requirements shall also bind the real property to have benefitted from the  
   requested encroachment to the extent permitted by law. The permit and the related encroachment become the  
   responsibility of the successors and assigns of the permittee and the successors and assigns of each property  
   owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be  
   maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
3. If work authorized by the permit is within a highway construction project in the construction phase, it shall be  
   the responsibility of the permittee to make personal contact with the Department's Engineer on the project in  
   order to coordinate all permitted work with the Department's prime contractor on the project.
4. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the  
   permittee, its successors and assigns, by any other agency.
5. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating  
   from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and  
   at all times that its obligations under the permit remain in effect.

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| Email form to: | Matt Bogen, PE Matthew.bogen@kv.gov KYTC District 6 Phone: (859) 341-2700 x307 Cell: (859) 462-8718 |
| OR Mail to: | Kentucky Transportation Cabinet  Permits Section Supervisor  421 Buttermilk Pike Covington, KY 41017 |