



PERMIT SPECIAL CONDITIONS

PERMITTEE: _____

PERMIT NO.: _____

ENCROACHMENT INFORMATION: EXISTING PROPOSED

LOCATION: RIGHT OF WAY ____ FT. WATER/SEWER EASEMENT
 ____ FT. DRAINAGE EASEMENT ____ FT. UTILITY EASEMENT
 OTHER _____

Detailed Description of improvement/encroachment: _____

Existing Encroachment:

- The Public Works Department will not exercise its right to remove any encroachments from within the above listed right of way/easement at this time. However, the property owner will be liable for any damage to the existing public infrastructure (e.g. – pavement/water / wastewater / storm water main(s)) due to additional construction or maintenance of the existing improvement and for any damage to the improvement due to operation and maintenance of the existing public infrastructure or construction of a new infrastructure within the above listed right of way / easement.

Proposed Encroachments:

- The Public Works Department has reviewed your request for a proposed encroachment on the above listed right of way/easement for the referenced property. We acknowledge and accept the proposed encroachment into the above listed right of way/easement as shown in Attachment A.
- The Public Works Department accepts the proposed encroachment within the above listed right of way/easement with the understanding that the property owner will be liable for any damage to the existing public infrastructure due to additional construction or maintenance of the improvement and for any damage to the improvement due to **CITY** operation and maintenance of the existing public infrastructure or construction of new existing public infrastructure within the above listed right of way/easement.
- _____ (owner) shall indemnify and hold harmless the City and its officials, officers, employees, and agents from and against all claims, suits, actions, costs, damages, liability and expenses, including but not limited to reasonable attorneys' fees, for any property damage, personal injury or death arising from or related to _____ 's use or occupation of the Improvement within the Right-of-Way.
- _____ (owner) further agrees that it will be solely responsible for the maintenance of its Improvement and understands that the City reserves the right to remove any or all portions of the Improvement at some future date as warranted by roadway or utility improvements or other public infrastructure construction within the Right-of-Way.

I HEREBY ACKNOWLEDGE AND AGREE TO THE SPECIAL CONDITIONS ABOVE

PROPERTY OWNER

ADDRESS

SIGNATURE

DATE