

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between PONDERA COUNTY, MONTANA, by and through its Board of County Commissioners, first party, and _____, second party,

WITNESSETH

First party does hereby grant to second party permission to encroach upon the Pondera County Right of Way described as follows:

Road Name: _____

Driveway/Approach:

- The main use of the driveway/approach will be: commercial single unit residential agricultural multi-unit residential access road name:_____ subdivision name:_____
- What is the intended purpose of the encroachment? _____
- Property Address: _____
- Legal Description: _____
- *Driveway/Approach location description (i.e. west side of ____ Rd approx. 300 feet south of ____Rd)*

- Is this approach pre-existing? _____
- Date proposed location will be flagged or marked for an initial assessment: _____

Utility Placement (including culverts and cattle guards crossing through the County road):

- Type of utility/encroachment: _____
- New placement or repair of existing utility? _____
- Location Description: _____
- Project Description: _____

In consideration of such permission, second party agrees as follows:

- To contact 1-Call and personal property owners about utility locations.
- Purchase and installation of at least a _____ inch culvert. (To be determined by Pondera County.)
- To fill and compact any ditches created by such project with a hand tamper every six (6) inches from the bottom up, or by hydraulic backhoe tamping.
- To replace all gravel removed from the roadway.

- To be responsible for settling and repair of said encroachment for two (2) years after completion of the project.
- Slope approach edges at least 2 to 1.
- That all work will be done in daylight hours, and as speedily as possible so as not to inconvenience motorists more than necessary.
- To display construction signs according to state law.
- To provide a detour if traffic is to be delayed more than four (4) hours.
- To restore county roads involved in the project to the same condition they were in prior to such construction, in such manner and form acceptable to first party.
- It is further agreed that if any part of this installation interferes with the future maintenance or reconstruction of the County Road, relocation or repair of installation will be at the expense of the permittee or his successor.

In consideration for said permission so granted, said second party does hereby further agree to hold first party, its officers, agents and employees, free and harmless from any claims for damages or injuries which may occur to any person or thing caused by such construction, and does hereby accept full and complete responsibility for any such damages and injuries.

Owner Information:

Name: _____ e-mail address: _____

Business Name: _____

Mailing Address: _____

Telephone: _____ Cell phone: _____ Fax Number: _____

Person/Company performing the work:

Company Name: _____ Project Manager: _____

Contact telephone number: _____ e-mail address: _____

Mailing address: _____

IT WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the proper officers thereunto duly authorized, and their seals affixed, the day and year in this instrument first above written.

ATTEST:

PONDERA COUNTY, MONTANA

Clerk and Recorder

By: _____
Chairperson, Board of County Commissioners
First Party

By: _____
Road and Bridge Administrator

By: _____
Title: _____
Second Party