

**COUNTY OF APACHE
APPLICATION TO ENTER UPON AND USE COUNTY RIGHT-OF-WAY
FOR RECORD KEEPING ONLY**

TO THE HONORABLE BOARD OF SUPERVISORS
PO Box 238
St. Johns, AZ 85936

JOB # _____
Est. Constr. Start: _____
Est. Constr. Comp: _____

The undersigned herewith makes application for a permit to enter upon and use a portion of the right-of-way of the Public Highway, Street, or Alley in or near (Subdivision, Town, etc.):

For the purpose of: _____

(Attach a sketch showing the location of the work in relation to known section corner or other well known reference point.)

FOR AND IN CONSIDERATION of the granting of a permit for the purpose set forth herein, the PERMITTEE hereby agrees, covenants, and binds said PERMITTEE to the conditions on the back hereof.

IN WITNESS WHEREOF this application has been duly signed this ____ day of _____, 20____.

Name of Owner: _____

Contractor or Owner's Agent: _____

Name of Applicant: _____

Signature of Applicant: _____

Address: _____

Telephone Number: _____

Applicant - Do Not Write Below This Line

This application is approved with the following Directions, Requirements and Specifications:

PERMIT AND LICENSE NO.

A permit and license is hereby issued to the foregoing Permittee for the purpose contained in the application, upon the expressed condition that every agreement and covenant therein contained is faithfully performed and said work is performed in accordance with the approved plans and specifications and in accordance with any stipulations contained herein.

Dated: _____

Public Works Director

Construction to be completed by: _____

CONDITIONS

1. The permittee hereby agrees to save and hold harmless Apache County, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition or event arising out of the performance or non-performance of any provision of this agreement or the exercise of this permit or license by the Permittee, any of its agents or any of its independent contractors. The above cost incurred by the County, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost or damage occurs as aforesaid, the Permittee assumes the burden of proof that the above activity, condition or event did not cause such cost, damage or other damage.
2. All work done shall be at the sole cost and expense of the Permittee and shall be done at such time in such manner as to be least inconvenient to the traveling public and as directed by the agent of the Permitter. Work must be finished in the time specified on the permit.
3. When the proposed work is completed, the Permittee shall repair the roadbed and replace the surfacing material thereon and shall leave the said road in as good or better condition as it was before any action by the Permittee insofar as the road is affected by the Permittee.
4. If the subject of the permit or license fails to pass final inspection, the Permittee will remove or replace the same within such time as specified by written notice from the Permitter or if at any time hereafter, any material used by the Permittee in replacing or reconstructing any part of said highway proves defective, the Permittee will replace the same with the kind and quality specified by the Permitter.
5. If title and possession of any property placed upon the right-of-way by the Permittee remains in the said Permittee, the Permittee shall and will promptly perform all necessary repair which work upon written notice from the Permitter and will not permit or allow any condition to exist could be a hazard or source of danger to the public.
6. If at any time hereafter, the right-of-way or any portion thereof, occupied and used by the Permittee, may be needed or required by the Permitter any permit or license, granted in pursuance of this application, may be revoked by the Permitter and all rights thereunder terminated. Upon sufficient notice, the Permittee shall remove all property belonging to said Permittee.
7. In the event that the work to be done under the authority of the Permit necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Permittee shall provide and maintain at all times during the existence of said hazard sufficient barriers, danger signals, lanterns, detours and other such measures of precaution as the Permitter shall direct.
8. If the work to be undertaken is of such a nature of character that the Permitter deems it necessary that said work be laid out or inspected by the Permitter, the Permittee will defray any and all expenses incurred by the Permitter and herein agrees to reimburse the Permitter. For that purpose, the Permittee will deposit with the Permitter a sum of money in the amount necessary to cover all costs incurred by the Permitter.
9. Permittee shall never install any underground device on the shoulder of the road or in the bottom of a roadside drainage ditch except by written permission from Apache County.