



Department of Environmental Services
 1333 NW Eastman Parkway
 Gresham, OR 97030

Right-of-way Encroachment Permit

Application & Permit to Occupy or Perform Operations in a
 Public Right-of-way

APPLICANT INFORMATION

NAME:	DATE:
ADDRESS:	PHONE:
	FAX:
	E-MAIL:

Provide narrative of proposed encroachment (include site address, contractor information, proposed time frame, and proposed use of right-of way):

Check if separate narrative is attached.

Provide an illustration and/or plan layout of proposed encroachment as a separate attachment.

THIS RIGHT-OF-WAY PERMIT IS SUBJECT TO GENERAL TERMS AND CONDITIONS (see reverse side). By acceptance of this permit the applicant acknowledges receipt of the General Terms and Conditions, has had an opportunity to review them, agrees that they are part of this permit, and agrees to be bound by them. If the General Terms and Conditions are not on the reverse or attached to this permit, call 503-618-2299 to receive a copy. Call 503-618-2299 twenty-four (24) hours prior to commencing any work within City rights-of-way.

I have read and accept the General Terms and Conditions (on reverse side) and any Special Conditions (below).

 (Print Name)

 (Signature)

 (Date)

Do not write below this line – for City use ONLY

SPECIAL CONDITIONS

TERM OF ENCROACHMENT:

RETURN PRINTED APPLICATION TO:

TRAFFIC CONTROL PLAN REQUIRED: Yes No INSURANCE PROVIDED: Yes No

Application/Permit No.: _____ Date of Issue: _____ Fee: _____ Receipt No.: _____

Approved by Senior Transportation Engineer: Yes No Date: _____

Comments:

RIGHT-OF-WAY ENCROACHMENT PERMIT
GENERAL TERMS AND CONDITIONS

1. City hereby grants applicant permission to use a portion of the right-of-way for the use described. Authorized use (the permit) is for the limited purpose described and shown in the attached plan/illustration.
2. If construction of facilities in rights-of-way is planned in conjunction with this encroachment permit, a separate right-of-way permit may be required for that work.
3. This permit is issued by the City of Gresham subject to GRC Chapter 6.35, the City's *Public Works Standards* (including **ADA requirements**), and the Terms and Conditions contained herein and/or attached hereto, and is accepted and approved by applicant subject to same. A minimum of four feet of clearance must be maintained on all pedestrian routes.
4. The applicant is advised that other persons, companies, districts, and utilities occupy the public right-of-way. Before proceeding, the applicant shall immediately notify the City and the facility owner if conflicting facilities are encountered.
5. Permittee, as consideration for the permit, agrees to maintain the improvements, comply with the terms, conditions and covenants contained in this permit, and consents to the City securing any financial obligations associated with this permit through the placement of a lien on the permittee property.
6. Permittee understands that this permit is a nonexclusive revocable permit and that the City reserves all rights to use the right-of-way in any manner the City deems appropriate. Permittee understands that the public, for public purposes, and City personnel, for maintenance, may use the right-of-way. City reserves, on its behalf and the behalf of the public, the right to use, occupy, and enjoy the right-of-way for such purpose, in such manner, and at such time as it shall desire, the same as if this permit had not been executed by the City. The permit granted herein does not restrict City from improving the right-of-way, installing water lines, sewer lines, electrical lines, or other utility lines, or granting such rights to others. If any use by the City or public shall necessitate any change, repair, renewal, removal, or relocation of the improvements, or any part of the improvements, permittee shall perform such work at such time as City specifies. If permittee fails to undertake and complete the specified work, the work may be performed by City at the expense of permittee. City shall not be liable to permittee on account of any damages arising out of any use that City, or the public, may make of the right-of-way.
7. The applicant shall be responsible and liable for all accidents, environmental clean-up, damages or injuries to any person or property resulting from the construction, maintenance, repair, operation or use of a facility for which the applicant may be legally liable. The applicant shall indemnify and hold harmless City of Gresham, its City Councilors and all officers, employees or agents against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which they or any of them may sustain by reasons of the acts, conduct or operation of the applicant, his agents or employees in connection with the construction, maintenance, repair, operation or use of said facility.
8. Upon completion of any work, the work site must be restored equivalent to original condition or better.