#### **ENCROACHMENT PERMIT**

Permit #: 321231

Applicant Identification		Project Identification	
Name:	MARSHALL COUNTY FISCAL COURT	Road Name: BREEZEEL SCHOOL ROAD	
	KEVIN SPRAGGS	Location on Rd: BACK OF ROW & CROSSINGS	
Contact:		Nearest Address: OAK LEVEL WATER TANK	
Address:	1101 MAIN STREET		
Madi C551		Project status:Maintenance	
City, St., & zip:	BENTON, KY 42025	X_New Construction	
Phone #:	(270) 527 - 4750		
Fax#:	(270) 527-4795		
Email:	kevin.spraggs@marshallcountyky.gov		
Type of Encre	pachment	Attachments Required	
X_Utility	OverheadXUnderground	1. Map of Area	
		2. Letter stating how you plan to put the R/W back after the construction	
Landscap	oe on R/WGradeFill	3. When you plan on starting & completing	
	ecify)	the construction	
Type of Inde		Name & Address of Insurance	
X_Bond	Cash		
	ed - Amount Encumbered \$		
Other (spe	ecify)		
Installation o 650 L.F. Wal	tan marin in to be installed along the no	Level Water Tank and continuing west for approximately rth right of way to near the intersection with Bell Lane. Sturbed ROW will be fully restored to existing or better	

### IMPORTANT: (please read)

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Marshall Co. Road Dept. and the terms on the permit and accompanying permit documents and drawings remain in effect as long as the encroachment exists. Future maintenance of the encroachment is the responsibility of the permittee. It is important that you understand the requirements of this encroachment permit application and the accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

### ENCROACHMENT PERMIT

# The Permittee agrees to the following terms and conditions:

1.	The permittee shall comply permit.	with and is bound by the req	uirements of the Marshall Co. Road Dept. on the date of the issuance of this
2.	heretofore granted to any	other party except as otherwis	erstanding that it shall not interfere with any similar rights or permits e by law.
3.	to be constructed by the pe	ermittee for which facilities thing I maintain such facilities in ac nannar contrary to that prescr	_ is attached hereto and made a part hereof, which describes the facilities is permit is granted. The permittee agrees as a condition to the issuance of cordance with said plan, and the permittee shall no use the facilities libed by the permit and plan. Normal usage and routine maintenance only
4.	of-way premise, defend, prout of work undertaken by	otect, and save harmless the harmless the harmless the harmless the harmless the harmless that to this provision shall reactors. This provision shall reactors.	commenced and until such time as all facilities are removed from the right- Marshall County Road Dept. from all liability, claims, and demands arising is permit, due to any negligent act or mission by the permittee, its servants, not inure to the benefit of any third party or operate to enlarge any liability at common law if this right to indemnity did not exist.
5.	the permittee in writing to notice, and in the event sa	remove from the right-of-way	he Marshall County Road Dept. may revoke the permit by giving notice to y any facilities placed thereof within a reasonable time as set forth in the d, and the right-of-way restored the Marshall County Road Dept. may he permittee.
6.	imposed pursuant to the t	provision of the Title V: of the	encroachment premises in compliance with all Federal requirements Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. O C.F.R., Part 21, and as said regulations may be amended.
7.	Dept. for the facilities cover improvement of the abutt by the permittee at his own.	ered by this permit to be remo ing highway, the Marshall Cou m expense according and purs	essary, as may be reasonably determined by the Marshall County Road wed or relocated in connection with the reconstruction, relocation, or nty Road Dept. may revoke this permit and require removal or relocation muant to the procedures provided in Paragraph 8 above, except in those by law to pay any or all the same.
8.	without the written appro	oval of the Marshall County Ro	is personal to the permittee and shall no inure to his successors and assigns ad Dept. and that he is bound by the provisions of this permit as long as the obtained by the Marshall County Road Department.
9.	This permit does not alle	viate any requirements of any	other government agency.
UNDE	RSIGNED APPLICANT (BEIN FORTH HEREIN.	G DULY AUTHORIZED REPRES	SENTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS
	Completion Date	Date	Signature (for Mgr. or Authorized Rep.)

Signature

Title

#### **Encroachment Permit Bond**

County Marshall County

Bond No. (Attach Standard Power of Attorney) Permit No. Know All Men by These Presents; That we \_\_\_\_\_ in the City of \_\_\_\_\_\_ State of \_\_\_\_\_, as Surety, are held and firmly bound unto the Marshall County Road Department, for the use and benefit of the department located at 160 Homer Lucas Lane, Benton, Kentucky 42025, oblige, in the penal sum of \_\_\_\_\_\_(\$ \_\_\_\_\_\_) Dollars, lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; The condition of the foregoing obligation is such that whereas the said \_\_\_\_\_ has obtained from the Marshall County Road Department, a permit authorizing specific facilities upon the County owned right-of-way, and whereas, under the terms of said permit, a cash indemnity or bond indemnity is required of said principal and good and sufficient surety, payable to the Marshall County Road Department, for the use and benefit of the Marshall County Road Department, and conditioned upon the permitted encroachment can be corrected without expense to the Marshall County Road Department, by the said principal: Now, therefore, if the above bounden principal shall faithfully and honestly complete the encroachment in accordance with said permit is revoked by the Marshall County Road Department, the above bounden principal shall properly restore the right-of-way and/or roadway or surfacing in accordance with the Road Department's regulations, and if thereafter such restoration has been completed, then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the Marshall County Road Department. That this obligation shall remain in full force and effect until terminated in writing by the Marshall County Road Department In witness whereof, we, the parties, have set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_\_,20 \_\_\_\_\_ Principal (KY Bonding Agent Name) (Mailing Address) Surety (City, State, & Zip)

(Phone Number)

Attorney in Fact

Date: 3-21-23	
Road Name:	Road No:
Bond No:	
Permit No:	
Approved: Koy Wadkin	
Disapproved:	
Reasons Disapproved:	
	***************************************

#### **ENCROACHMENT PERMIT**

Permit #: 321232 Applicant Identification		Project Identification	
Address:	1101 MAIN STREET	Project status:Maintenance	
City, St., & zip: Phone #: Fax#: Email:	BENTON, KY 42025 (270) 527 - 4750 (270) 527-4795 kevin.spraggs@marshallcountyky.gov	XNew Construction	
Type of Encroachment  X UtilityOverhead _X _Underground Landscape on R/WGradeFill Other(specify)		Attachments Required  1. Map of Area 2. Letter stating how you plan to put the R/W back after the construction 3. When you plan on starting & completing the construction	
Type of Inder	nnity	Name & Address of Insurance	
Self Insure	Cash d - Amount Encumbered \$ cify)		
the north side then heading Copeland; (in the side of this encroachment exists of this encroachment place the permit possible of the side	ntersection of J.B. Copeland & Ara de of the road. (2) Begin approximate growth along the west side of J.B. (3) Begin approx. 400 LF south of in the road to the intersection. Where fully restored to existing or better (please read) completed in accordance with the terms of this encroase Marshall Co. Road Dept. and the terms on the permit st. Future maintenance of the encroachment is the resent permit application and the accompanying docume ackage in a safe place for future reference.	achment permit, your indemnity will be released. However, the permit is effective it and accompanying permit documents and drawings remain in effect as long as the sponsibility of the permittee. It is important that you understand the requirements nts. If you have not done so, it is suggested that you review these documents and	
A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.			

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

### ENCROACHMENT PERMIT

# The Permittee agrees to the following terms and conditions:

1.		with and is bound by the requ	airements of the Marshall Co. Road Dept. on the date of the issuance of this	
	permit.			
2.	heretofore granted to any	other party except as otherwis		
3.	to be constructed by the p	ermittee for which facilities thi d maintain such facilities in ac nanner contrary to that prescr	is attached hereto and made a part hereof, which describes the facilities spermit is granted. The permittee agrees as a condition to the issuance of cordance with said plan, and the permittee shall no use the facilities bed by the permit and plan. Normal usage and routine maintenance only	
4.	of-way premise, defend, p out of work undertaken by	ermittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-f-way premise, defend, protect, and save harmless the Marshall County Road Dept. from all liability, claims, and demands arising ut of work undertaken by the permittee pursuant to this permit, due to any negligent act or mission by the permittee, its servants, gents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability f the Marshall County Road Dept. beyond that existing at common law if this right to indemnity did not exist.		
5.	the permittee in writing to notice, and in the event sa	n remove from the right-of-wa	he Marshall County Road Dept. may revoke the permit by giving notice to vany facilities placed thereof within a reasonable time as set forth in the l, and the right-of-way restored the Marshall County Road Dept. may he permittee.	
6.	imposed pursuant to the	provision of the Title V: of the	encroachment premises in compliance with all Federal requirements Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. O C.F.R., Part 21, and as said regulations may be amended.	
7.	Dept. for the facilities cov improvement of the abutt by the permittee at his ov	ered by this permit to be remo ring highway, the Marshall Cou vn expense according and purs	essary, as may be reasonably determined by the Marshall County Road ved or relocated in connection with the reconstruction, relocation, or nty Road Dept. may revoke this permit and require removal or relocation uant to the procedures provided in Paragraph 8 above, except in those by law to pay any or all the same.	
8.	without the written appro	oval of the Marshall County Ro	is personal to the permittee and shall no inure to his successors and assigns ad Dept. and that he is bound by the provisions of this permit as long as the obtained by the Marshall County Road Department.	
9.	This permit does not alle	viate any requirements of any	other government agency.	
UNDE	RSIGNED APPLICANT (BEIN FORTH HEREIN.	G DULY AUTHORIZED REPRES	ENTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS	
	Completion Date	Date	Signature (for Mgr. or Authorized Rep.)	

Signature

Title

## **Encroachment Permit Bond**

	(Attach Standard Power of Attorney)	County <u>Marshall County</u> Bond No Permit No
Know All Men by These Presents; Th	at we	
in the City of State of _ Department, for the use and benefit of the d the penal sum of (\$ well and truly be made, we bind ourselves, these presents;	, as Surety, are held and firml lepartment located at 160 Homer Lucas L ) Dollars, lawful money of the	y bound unto the Marshall County Road ane, Benton, Kentucky 42025, oblige, in United States for the payment of which
The condition of the foregoing obligation is has obtained from the Marshall County Roaright-of-way, and whereas, under the terms and good and sufficient surety, payable to to County Road Department, and conditioned Marshall County Road Department, by the second	nd Department, a permit authorizing speci s of said permit, a cash indemnity or bond the Marshall County Road Department, for upon the permitted encroachment can be	fic facilities upon the County owned indemnity is required of said principal the use and benefit of the Marshall
Now, therefore, if the above bounden princ said permit is revoked by the Marshall Cou right-of-way and/or roadway or surfacing i restoration has been completed, then this c completion of the encroachment has been of	inty Road Department, the above bounder in accordance with the Road Department' obligation shall be null and void; otherwis	n principal shall properly restore the s regulations, and if thereafter such e to remain in full force and effect until
That this obligation shall remain in full for	ce and effect until terminated in writing b	y the Marshall County Road Department
In witness whereof, we, the parties, have se	et our hands and seals on the day o	of20
(KY Bonding Agent Name)	Principal	<del></del>
(Mailing Address)	BY	
(City, State, & Zip)	Surety	
	BY	
(Phone Number)	Attorney in Fact	

Date: <u>3-21-23</u>	
Road Name:	Road No:
Bond No:	
Permit No: 32/232	
Approved: Roy Wordkin	
Reasons Approved:	
Disapproved:	
Reasons Disapproved:	
- A Committee of the Co	· · · · · · · · · · · · · · · · · · ·
	T-VAX
NAME TO THE PARTY OF THE PARTY	The state of the s

#### **ENCROACHMENT PERMIT**

**Project Identification** 

Permit #: 321233

place the permit package in a safe place for future reference.

Applicant Identification		Project identification	
Name: Contact:	MARSHALL COUNTY FISCAL COURT KEVIN SPRAGGS	Road Name: ARANT ROAD  Location on Rd: SHOULDER & CROSSING  Nearest Address: 998 ARANT RD	
Address:	1101 MAIN STREET	Project status:Maintenance	
City, St., & zip:	BENTON, KY 42025	XNew Construction	
Phone #:	(270) 527 - 4750		
Fax#:	(270) 527-4795		
Email:	kevin.spraggs@marshallcountyky.gov		
Trme of Energ	aachment	Attachments Required	
Type of Encroachment  X UtilityOverhead _ X Underground		<ol> <li>Map of Area</li> <li>Letter stating how you plan to put the R/W</li> </ol>	
Landscape on R/WGradeFill Other(specify)		back after the construction  3. When you plan on starting & completing the construction	
Type of Inde	mnity	Name & Address of Insurance	
	Cash ed - Amount Encumbered \$ ecify)		
Installation	ely 30 LF north of the Arant Road & will be acquired. All disturbed ROW	methods - The 40 LF bored crossing is to be located J.B. Copeland Road Intersection – Where needed, will be fully restored to existing or better conditions	
IMPORTANT	': (please read)	achment permit, your indemnity will be released. However, the permit is effective	
When the work is until revoked by t	he Marshall Co. Road Dept. and the terms on the permi	it and accompanying permit documents and drawings remain in effect as long as	

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

encroachment exists. Future maintenance of the encroachment is the responsibility of the permittee. It is important that you understand the requirements of this encroachment permit application and the accompanying documents. If you have not done so, it is suggested that you review these documents and

### ENCROACHMENT PERMIT

# The Permittee agrees to the following terms and conditions:

ompletion Date	Date	Signature (for Mgr. or Authorized Rep.)
RSIGNED APPLICANT (BEING FORTH HEREIN.	G DULY AUTHORIZED REPRES	ENTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS
-		
without the written appro	oval of the Marshall County Ro	s personal to the permittee and shall no inure to his successors and assigns ad Dept. and that he is bound by the provisions of this permit as long as the obtained by the Marshall County Road Department.
Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Marshall County Road Dept. for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Marshall County Road Dept. may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above, except in those cases where the Marshall County Road Dept. is required by law to pay any or all the same.		
The permittee, his successors, and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provision of the Title V: of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in the Title 49 C.F.R., Part 21, and as said regulations may be amended.		
the permittee in writing to notice, and in the event sai remove them, and the cost	remove from the right-of-way id facilities are not so removed is thereof shall be charged to the	
of-way premise, defend, prout of work undertaken by	otect, and save harmless the M the permittee pursuant to this ractors. This provision shall n	commenced and until such time as all facilities are removed from the right- farshall County Road Dept. from all liability, claims, and demands arising s permit, due to any negligent act or mission by the permittee, its servants, ot inure to the benefit of any third party or operate to enlarge any liability t common law if this right to indemnity did not exist.
to be constructed by the per the permit to construct and authorized herein in any m	ermittee for which facilities thi I maintain such facilities in acc Ianner contrary to that prescri	is attached hereto and made a part hereof, which describes the facilities spermit is granted. The permittee agrees as a condition to the issuance of cordance with said plan, and the permittee shall no use the facilities bed by the permit and plan. Normal usage and routine maintenance only
heretofore granted to any o	other party except as otherwise	rstanding that it shall not interfere with any similar rights or permits e by law.
permit.		airements of the Marshall Co. Road Dept. on the date of the issuance of this
	Any permit granted hereum heretofore granted to any of the permittee shall at all times of-way premise, defend, prout of work undertaken by agents, employees, or cont of the Marshall County Roat Upon a violation of any of the permittee in writing to notice, and in the event sair remove them, and the cost The permittee, his success imposed pursuant to the permittee agrees that in the Dept. for the facilities cover improvement of the abutt by the permittee understand without the written approximately the permittee and the p	Any permit granted hereunder shall be with the full unde heretofore granted to any other party except as otherwise.  A plan prepared by Pive Permittee for which facilities this the permit to construct and maintain such facilities in account authorized herein in any manner contrary to that prescriare authorized under this permit.  Permittee shall at all times from date when work is first of-way premise, defend, protect, and save harmless the Mout of work undertaken by the permittee pursuant to this agents, employees, or contractors. This provision shall nof the Marshall County Road Dept. beyond that existing a Upon a violation of any of the provisions of this permit, the permittee in writing to remove from the right-of-way notice, and in the event said facilities are not so removed remove them, and the costs thereof shall be charged to the imposed pursuant to the provision of the Title V: of the Copentain of the facilities covered by this permit to be removed the facilities covered by this permit to be removed by the permittee at his own expense according and pursuases where the Marshall County Road Dept. is required.  The permittee understands and agrees that this permit without the written approval of the Marshall County Road Dept. is required.  The permittee understands and agrees that this permit without the written approval of the Marshall County Road Dept. is required.  The permittee understands and agrees that this permit without the written approval of the Marshall County Road Dept. is required.  The permittee understands and agrees that this permit of the permittee and proval of the Marshall County Road Dept. is required.  The permittee understands and agrees that this permit of the permit does not alleviate any requirements of any of the Marshall County Road Dept. is required.

### **Encroachment Permit Bond**

County Marshall County Bond No. (Attach Standard Power of Attorney) Permit No. Know All Men by These Presents; That we \_\_\_\_\_ in the City of \_\_\_\_\_\_ State of \_\_\_\_\_, as Surety, are held and firmly bound unto the Marshall County Road Department, for the use and benefit of the department located at 160 Homer Lucas Lane, Benton, Kentucky 42025, oblige, in the penal sum of \_\_\_\_\_\_(\$ \_\_\_\_\_\_) Dollars, lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; The condition of the foregoing obligation is such that whereas the said \_\_\_\_\_ has obtained from the Marshall County Road Department, a permit authorizing specific facilities upon the County owned right-of-way, and whereas, under the terms of said permit, a cash indemnity or bond indemnity is required of said principal and good and sufficient surety, payable to the Marshall County Road Department, for the use and benefit of the Marshall County Road Department, and conditioned upon the permitted encroachment can be corrected without expense to the Marshall County Road Department, by the said principal: Now, therefore, if the above bounden principal shall faithfully and honestly complete the encroachment in accordance with said permit is revoked by the Marshall County Road Department, the above bounden principal shall properly restore the right-of-way and/or roadway or surfacing in accordance with the Road Department's regulations, and if thereafter such restoration has been completed, then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the Marshall County Road Department. That this obligation shall remain in full force and effect until terminated in writing by the Marshall County Road Department In witness whereof, we, the parties, have set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_. Principal (KY Bonding Agent Name) (Mailing Address) Surety

Attorney in Fact

(City, State, & Zip)

(Phone Number)

Date: 3-21-23	
Road Name:	Road No:
Bond No:	
Permit No:	
Approved: Kay Walking Reasons Approved:	
Disapproved:	
Reasons Disapproved:	

#### **ENCROACHMENT PERMIT**

Permit #: <u>38</u>	11234	ä w	
Applicant Identification		Project Identification	
Name: Contact:	MARSHALL COUNTY FISCAL COURT KEVIN SPRAGGS	Road Name: BREEZEEL SCHOOL ROAD Location on Rd: BACK OF ROW & CROSSINGS Nearest Address: 976 BREEZEEL SCH. RD	
Address:	1101 MAIN STREET	Project status:Maintenance	
City, St., & zip:       BENTON, KY 42025         Phone #:       (270) 527 - 4750         Fax#:       (270) 527-4795         Email:       kevin.spraggs@marshallcountyky.gov		X New Construction	
Type of Encroachment  _X_UtilityOverheadX_Underground Landscape on R/WGradeFill Other(specify)		Attachments Required  1. Map of Area  2. Letter stating how you plan to put the R/W back after the construction  3. When you plan on starting & completing the construction	
Type of Indemnity		Name & Address of Insurance	
	Cash od - Amount Encumbered \$ ocify)		
Installation of intersection – the 6" PVC V Breezeel Schooling with the second	VM is to be installed along the soul n. Rd. A 3rd bored crossing, 50 ft in the 6" WM installation for 1,000 in the soul of the existing day in the existing day in the existing day in the e	end boring methods - Begin at a crossing of the Phelps Rd N. by boring methods. Then heading west for approx. 2,970 LF, th right of way to a second 50 LF bored road crossing at 3378 in length, will be installed at 3628 Breezeel Sch. Rd. Then LF along the south right of way to a 4th, 50 ft bored road ain regulator station east of Arant Road. Where needed, will be fully restored to existing or better conditions following	

#### IMPORTANT: (please read)

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Marshall Co. Road Dept. and the terms on the permit and accompanying permit documents and drawings remain in effect as long as the encroachment exists. Future maintenance of the encroachment is the responsibility of the permittee. It is important that you understand the requirements of this encroachment permit application and the accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

#### **ENCROACHMENT PERMIT**

# The Permittee agrees to the following terms and conditions:

111010		9		
1.	The permittee shall comppermit.	ly with and is bound by the requi	irements of the Marshall Co. Road Dept. on the date of the issuance of this	
2.	heretofore granted to any	other party except as otherwise		
3.	to be constructed by the	permittee for which facilities this nd maintain such facilities in acco manner contrary to that prescrib	is attached hereto and made a part hereof, which describes the facilities permit is granted. The permittee agrees as a condition to the issuance of ordance with said plan, and the permittee shall no use the facilities ped by the permit and plan. Normal usage and routine maintenance only	
4.	Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Marshall County Road Dept. from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or mission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Marshall County Road Dept. beyond that existing at common law if this right to indemnity did not exist.			
5.	Upon a violation of any of the provisions of this permit, the Marshall County Road Dept. may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereof within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Marshall County Road Dept. may remove them, and the costs thereof shall be charged to the permittee.			
6.	imposed pursuant to the	his successors, and assigns shall use the encroachment premises in compliance with all Federal requirements and to the provision of the Title V: of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Transportation as set forth in the Title 49 C.F.R., Part 21, and as said regulations may be amended.		
7.	Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Marshall County Road Dept. for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Marshall County Road Dept. may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above, except in those cases where the Marshall County Road Dept. is required by law to pay any or all the same.			
8.	The permittee understands and agrees that this permit is personal to the permittee and shall no inure to his successors and assigns without the written approval of the Marshall County Road Dept. and that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has neem obtained by the Marshall County Road Department.			
9.	This permit does not all	eviate any requirements of any o	ther government agency.	
UNDEF	SIGNED APPLICANT (BEI FORTH HEREIN.	NG DULY AUTHORIZED REPRESE	ENTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS	
C	ompletion Date	Date	Signature (for Mgr. or Authorized Rep.)	

Signature

Title

#### **Encroachment Permit Bond**

County Marshall County

Bond No. (Attach Standard Power of Attorney) Permit No. Know All Men by These Presents; That we \_\_\_\_\_ in the City of \_\_\_\_\_\_ State of \_\_\_\_\_, as Surety, are held and firmly bound unto the Marshall County Road Department, for the use and benefit of the department located at 160 Homer Lucas Lane, Benton, Kentucky 42025, oblige, in the penal sum of \_\_\_\_\_\_(\$ \_\_\_\_\_) Dollars, lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; The condition of the foregoing obligation is such that whereas the said \_\_\_\_\_ has obtained from the Marshall County Road Department, a permit authorizing specific facilities upon the County owned right-of-way, and whereas, under the terms of said permit, a cash indemnity or bond indemnity is required of said principal and good and sufficient surety, payable to the Marshall County Road Department, for the use and benefit of the Marshall County Road Department, and conditioned upon the permitted encroachment can be corrected without expense to the Marshall County Road Department, by the said principal: Now, therefore, if the above bounden principal shall faithfully and honestly complete the encroachment in accordance with said permit is revoked by the Marshall County Road Department, the above bounden principal shall properly restore the right-of-way and/or roadway or surfacing in accordance with the Road Department's regulations, and if thereafter such restoration has been completed, then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the Marshall County Road Department. That this obligation shall remain in full force and effect until terminated in writing by the Marshall County Road Department In witness whereof, we, the parties, have set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_\_. Principal (KY Bonding Agent Name) (Mailing Address) Surety (City, State, & Zip)

(Phone Number)

Attorney in Fact

Date: 3-21-23		
Road Name:	Road No:	
Bond No:		
Permit No:		
Approved: for World		
Reasons Approved:		
Disapproved:		
Reasons Disapproved:		
70,000		

#### **ENCROACHMENT PERMIT**

Permit #: 321235

Applicant Ide	ntification	Project Identification	
Name:	MARSHALL COUNTY FISCAL COURT	Road Name: PHELPS RD	
Contact:	KEVIN SPRAGGS	Location on Rd: CROSSING	
Address:	1101 MAIN STREET	Nearest Address: 1377 PHELPS RD  Project status:Maintenance	
City St & zin	BENTON, KY 42025	X New Construction	
Phone #:	(270) 527 - 4750		
Fax#:	(270) 527-4795		
Email:	kevin.spraggs@marshallcountyky.gov		
LandscapeOther(special  Type of Inden X_BondSelf InsuredOther (special	OverheadXUnderground e on R/WGradeFill cify)  nnityCash d - Amount Encumbered \$ cify)	Attachments Required  1. Map of Area  2. Letter stating how you plan to put the R/W back after the construction  3. When you plan on starting & completing the construction  Name & Address of Insurance	
Installation o		methods - Begin at the intersection of Breezeel School ssing will be bored under Phelps Rd, approximately 25	
When the work is co until revoked by the	Marshall Co. Road Dept. and the terms on the perr	oachment permit, your indemnity will be released. However, the permit is effective nit and accompanying permit documents and drawings remain in effect as long as the responsibility of the permittee. It is important that you understand the requirements	

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.

place the permit package in a safe place for future reference.

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

of this encroachment permit application and the accompanying documents. If you have not done so, it is suggested that you review these documents and

#### **ENCROACHMENT PERMIT**

## The Permittee agrees to the following terms and conditions:

	J	10110Wille ter ills alla est	
1.	The permittee shall comply permit.	with and is bound by the requi	rements of the Marshall Co. Road Dept. on the date of the issuance of this
2.	heretofore granted to any	other party except as otherwise	
3.	to be constructed by the pe	ermittee for which facilities this d maintain such facilities in acco nanner contrary to that prescrib	is attached hereto and made a part hereof, which describes the facilities permit is granted. The permittee agrees as a condition to the issuance of ordance with said plan, and the permittee shall no use the facilities ed by the permit and plan. Normal usage and routine maintenance only
4.	of-way premise, defend, prout of work undertaken by	rotect, and save harmless the Ma or the permittee pursuant to this gractors. This provision shall no	ommenced and until such time as all facilities are removed from the rightershall County Road Dept. from all liability, claims, and demands arising permit, due to any negligent act or mission by the permittee, its servants, t inure to the benefit of any third party or operate to enlarge any liability common law if this right to indemnity did not exist.
5.	the permittee in writing to notice, and in the event sa	remove from the right-of-way	e Marshall County Road Dept. may revoke the permit by giving notice to any facilities placed thereof within a reasonable time as set forth in the and the right-of-way restored the Marshall County Road Dept. may be permittee.
6.	imposed pursuant to the p	provision of the Title V: of the Ci	croachment premises in compliance with all Federal requirements vil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. C.F.R., Part 21, and as said regulations may be amended.
7.	Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Marshall County Road Dept. for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Marshall County Road Dept. may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above, except in those cases where the Marshall County Road Dept. is required by law to pay any or all the same.		
8.	without the written appro	oval of the Marshall County Road	personal to the permittee and shall no inure to his successors and assigns d Dept. and that he is bound by the provisions of this permit as long as the btained by the Marshall County Road Department.
9.	This permit does not allev	viate any requirements of any o	her government agency.
UNDER	SSIGNED APPLICANT (BEIN) FORTH HEREIN.	G DULY AUTHORIZED REPRESE	NTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS
C	ompletion Date	Date	Signature (for Mgr. or Authorized Rep.)

Signature

Title

#### **Encroachment Permit Bond**

County Marshall County Bond No. (Attach Standard Power of Attorney) Permit No. \_\_\_\_\_ Know All Men by These Presents; That we \_\_\_\_\_ in the City of \_\_\_\_\_\_ State of \_\_\_\_\_\_ as Surety, are held and firmly bound unto the Marshall County Road Department, for the use and benefit of the department located at 160 Homer Lucas Lane, Benton, Kentucky 42025, oblige, in the penal sum of \_\_\_\_\_\_(\$ \_\_\_\_\_\_) Dollars, lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; The condition of the foregoing obligation is such that whereas the said \_\_\_\_\_ has obtained from the Marshall County Road Department, a permit authorizing specific facilities upon the County owned right-of-way, and whereas, under the terms of said permit, a cash indemnity or bond indemnity is required of said principal and good and sufficient surety, payable to the Marshall County Road Department, for the use and benefit of the Marshall County Road Department, and conditioned upon the permitted encroachment can be corrected without expense to the Marshall County Road Department, by the said principal: Now, therefore, if the above bounden principal shall faithfully and honestly complete the encroachment in accordance with said permit is revoked by the Marshall County Road Department, the above bounden principal shall properly restore the right-of-way and/or roadway or surfacing in accordance with the Road Department's regulations, and if thereafter such restoration has been completed, then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the Marshall County Road Department. That this obligation shall remain in full force and effect until terminated in writing by the Marshall County Road Department In witness whereof, we, the parties, have set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_\_\_20 \_\_\_\_\_. Principal (KY Bonding Agent Name) (Mailing Address) (City, State, & Zip) Suretv

Attorney in Fact

(Phone Number)

Date:		
Road Name:	Road No:	
Bond No:		
Permit No:		
Approved: Kay Woodh		
Reasons Approved:		
Disapproved:		
Reasons Disapproved:		

#### **ENCROACHMENT PERMIT**

Permit #: 321234 **Project Identification Applicant Identification GATLIN ROAD** MARSHALL COUNTY FISCAL COURT Road Name: Name: Location on Rd: BACK OF ROW & CROSSINGS **KEVIN SPRAGGS** Contact: Nearest Address: 811 GATLIN RD 1101 MAIN STREET Address: Project status: \_\_\_\_\_Maintenance City, St., & zip: BENTON, KY 42025 X New Construction (270) 527 - 4750 Phone #: (270) 527-4795 Fax#: kevin.spraggs@marshallcountyky.gov Email: **Attachments Required Type of Encroachment** X\_Utility \_\_\_\_Overhead X\_Underground Map of Area 1. Letter stating how you plan to put the R/W back after the construction \_\_\_\_ Landscape on R/W \_\_\_\_\_Grade \_\_\_\_\_Fill When you plan on starting & completing \_\_\_\_Other(specify)\_\_\_\_\_\_ the construction

Brief Description of the work to be completed:

\_\_\_\_Self Insured - Amount Encumbered \$\_\_\_\_\_

\_\_Cash

\_\_\_Other (specify) \_\_\_\_\_\_

Installation of a 6" PVC Water Main by trenching and boring methods – Begin at the intersection of Gatlin/Wadesboro Rd (KY1949) - 180 LF of 6" WM is to be installed along the back of the east ROW to a bored road crossing located 180 LF south of the intersection. Continuing 1,060 LF, 6" WM to be installed along the back of west ROW to a bored road crossing located just north of a creek crossing. Finally, continuing 3,700 LF, 6" WM to be installed along the back of east ROW ending at KY-408. All disturbed ROW will be fully restored to existing or better conditions following completion.

Name & Address of Insurance

### IMPORTANT: (please read)

Type of Indemnity

x Bond

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Marshall Co. Road Dept. and the terms on the permit and accompanying permit documents and drawings remain in effect as long as the encroachment exists. Future maintenance of the encroachment is the responsibility of the permittee. It is important that you understand the requirements of this encroachment permit application and the accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

### ENCROACHMENT PERMIT

## The Permittee agrees to the following terms and conditions:

	Ü		
1.	The permittee shall comply permit.	with and is bound by the requi	rements of the Marshall Co. Road Dept. on the date of the issuance of this
2.	heretofore granted to any o	her party except as otherwise	standing that it shall not interfere with any similar rights or permits by law.
3.	to be constructed by the per	mittee for which facilities this maintain such facilities in acco inner contrary to that prescrib	is attached hereto and made a part hereof, which describes the facilities permit is granted. The permittee agrees as a condition to the issuance of rdance with said plan, and the permittee shall no use the facilities ed by the permit and plan. Normal usage and routine maintenance only
4.	of-way premise, defend, pro out of work undertaken by agents employees, or contr	itect, and save harmless the Ma the permittee pursuant to this actors. This provision shall no	mmenced and until such time as all facilities are removed from the rightershall County Road Dept. from all liability, claims, and demands arising permit, due to any negligent act or mission by the permittee, its servants, tinure to the benefit of any third party or operate to enlarge any liability common law if this right to indemnity did not exist.
5.	the permittee in writing to notice, and in the event said	remove from the right-of-way a	Marshall County Road Dept. may revoke the permit by giving notice to any facilities placed thereof within a reasonable time as set forth in the and the right-of-way restored the Marshall County Road Dept. may permittee.
6.	imposed pursuant to the pr	ovision of the Title V: of the Civ	croachment premises in compliance with all Federal requirements vil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. C.F.R., Part 21, and as said regulations may be amended.
7.	Dept. for the facilities cover improvement of the abutting by the permittee at his own	red by this permit to be remove ng highway, the Marshall Count n expense according and pursu	sary, as may be reasonably determined by the Marshall County Road ed or relocated in connection with the reconstruction, relocation, or y Road Dept. may revoke this permit and require removal or relocation ant to the procedures provided in Paragraph 8 above, except in those y law to pay any or all the same.
8.	without the written approx	ral of the Marshall County Road	personal to the permittee and shall no inure to his successors and assigns I Dept. and that he is bound by the provisions of this permit as long as the otained by the Marshall County Road Department.
9.	This permit does not allevi	ate any requirements of any ot	her government agency.
UNDEI	RSIGNED APPLICANT (BEING FORTH HEREIN.	DULY AUTHORIZED REPRESE	NTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS
C	ompletion Date	Date	Signature (for Mgr. or Authorized Rep.)
		200	

Signature

Title

#### **Encroachment Permit Bond**

County Marshall County Bond No. (Attach Standard Power of Attorney) Permit No. Know All Men by These Presents; That we \_\_\_\_\_ in the City of \_\_\_\_\_\_ State of \_\_\_\_\_, as Surety, are held and firmly bound unto the Marshall County Road Department, for the use and benefit of the department located at 160 Homer Lucas Lane, Benton, Kentucky 42025, oblige, in the penal sum of \_\_\_\_\_\_ (\$ \_\_\_\_\_\_) Dollars, lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; The condition of the foregoing obligation is such that whereas the said \_\_\_\_\_\_ has obtained from the Marshall County Road Department, a permit authorizing specific facilities upon the County owned right-of-way, and whereas, under the terms of said permit, a cash indemnity or bond indemnity is required of said principal and good and sufficient surety, payable to the Marshall County Road Department, for the use and benefit of the Marshall County Road Department, and conditioned upon the permitted encroachment can be corrected without expense to the Marshall County Road Department, by the said principal: Now, therefore, if the above bounden principal shall faithfully and honestly complete the encroachment in accordance with said permit is revoked by the Marshall County Road Department, the above bounden principal shall properly restore the right-of-way and/or roadway or surfacing in accordance with the Road Department's regulations, and if thereafter such restoration has been completed, then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the Marshall County Road Department. That this obligation shall remain in full force and effect until terminated in writing by the Marshall County Road Department In witness whereof, we, the parties, have set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_. Principal (KY Bonding Agent Name) (Mailing Address) Surety (City, State, & Zip)

Attorney in Fact

(Phone Number)

Date:		
Road Name:	Road No:	
Bond No:		
Permit No:		
Approved: Koy Wolk		
Reasons Approved:		
Disapproved:		
Reasons Disapproved:		

#### **ENCROACHMENT PERMIT**

**Applicant Identification Project Identification** MARSHALL COUNTY FISCAL COURT Road Name: BREEZEEL SCHOOL ROAD Name: KEVIN SPRAGGS Location on Rd: CROSSING Contact: Nearest Address: 266 JACKSON SCH. RD 1101 MAIN STREET Address: Project status: \_\_\_\_\_Maintenance City, St., & zip: BENTON, KY 42025 X New Construction (270) 527 - 4750 Phone #: (270) 527-4795 Fax#: kevin.spraggs@marshallcountyky.gov Email: **Type of Encroachment Attachments Required** X Utility \_\_\_\_Overhead X Underground 1. Map of Area 2. Letter stating how you plan to put the R/W \_\_\_\_ Landscape on R/W \_\_\_\_ Grade \_\_\_\_ Fill back after the construction \_\_\_\_Other(specify)\_\_\_\_\_ When you plan on starting & completing 3. the construction Type of Indemnity Name & Address of Insurance x Bond Cash Self Insured - Amount Encumbered \$\_\_\_\_\_ \_\_\_Other (specify) \_\_\_\_\_ Brief Description of the work to be completed: Installation of a 6" PVC water main by boring methods - Begin at the intersection of Jackson Sch. Rd (KY-2606) and Breezeel Sch. Rd - A perpendicular road crossing will be bored under Breezeel School Road. at a location approximately 50 ft from the centerline of Jackson Sch. Rd.

#### IMPORTANT: (please read)

Permit #: 321237

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Marshall Co. Road Dept. and the terms on the permit and accompanying permit documents and drawings remain in effect as long as the encroachment exists. Future maintenance of the encroachment is the responsibility of the permittee. It is important that you understand the requirements of this encroachment permit application and the accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

### **ENCROACHMENT PERMIT**

### The Permittee agrees to the following terms and conditions:

1.	The permittee shall comply with and is bound by the requirements of the Marshall Co. Road Dept. on the date of the issuance of this permit.	
2.	Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise by law.	
3.	A plan prepared by RIVERC and dated 3.17.23 is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall no use the facilities authorized herein in any manner contrary to that prescribed by the permit and plan. Normal usage and routine maintenance only are authorized under this permit.	
4.	Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Marshall County Road Dept. from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or mission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Marshall County Road Dept. beyond that existing at common law if this right to indemnity did not exist.	
5.	Upon a violation of any of the provisions of this permit, the Marshall County Road Dept. may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereof within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Marshall County Road Dept. may remove them, and the costs thereof shall be charged to the permittee.	
6.	The permittee, his successors, and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provision of the Title V: of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in the Title 49 C.F.R., Part 21, and as said regulations may be amended.	
7.	Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Marshall County Road Dept. for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Marshall County Road Dept. may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above, except in those cases where the Marshall County Road Dept. is required by law to pay any or all the same.	
8.	The permittee understands and agrees that this permit is personal to the permittee and shall no inure to his successors and assigns without the written approval of the Marshall County Road Dept. and that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has neem obtained by the Marshall County Road Department.	
9.	This permit does not alleviate any requirements of any other government agency.	
UNDEF	RSIGNED APPLICANT (BEING DULY AUTHORIZED REPRESENTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS FORTH HEREIN.	
06/0	1/2024	
C	ompletion Date Signature (for Mgr. or Authorized Rep.)	

Signature

Title

#### **Encroachment Permit Bond**

County Marshall County

(Attach Standard Power of Attorney) Bond No. Permit No. Know All Men by These Presents; That we \_\_\_\_\_ in the City of \_\_\_\_\_\_ State of \_\_\_\_\_, as Surety, are held and firmly bound unto the Marshall County Road Department, for the use and benefit of the department located at 160 Homer Lucas Lane, Benton, Kentucky 42025, oblige, in the penal sum of \_\_\_\_\_\_(\$\_\_\_\_\_) Dollars, lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; The condition of the foregoing obligation is such that whereas the said \_\_\_\_\_\_ has obtained from the Marshall County Road Department, a permit authorizing specific facilities upon the County owned right-of-way, and whereas, under the terms of said permit, a cash indemnity or bond indemnity is required of said principal and good and sufficient surety, payable to the Marshall County Road Department, for the use and benefit of the Marshall County Road Department, and conditioned upon the permitted encroachment can be corrected without expense to the Marshall County Road Department, by the said principal: Now, therefore, if the above bounden principal shall faithfully and honestly complete the encroachment in accordance with said permit is revoked by the Marshall County Road Department, the above bounden principal shall properly restore the right-of-way and/or roadway or surfacing in accordance with the Road Department's regulations, and if thereafter such restoration has been completed, then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the Marshall County Road Department. That this obligation shall remain in full force and effect until terminated in writing by the Marshall County Road Department In witness whereof, we, the parties, have set our hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_\_\_,20\_\_\_\_\_ (KY Bonding Agent Name) Principal (Mailing Address) (City, State, & Zip) Surety

Attorney in Fact

(Phone Number)

Date: <u>3-21-23</u>	
Road Name:	Road No:
Bond No:	
Permit No:	
Approved: Kg when	
Reasons Approved:	
Disapproved:	
Reasons Disapproved:	
****	

#### **ENCROACHMENT PERMIT**

**Project Identification** 

Permit #: 321238

Applicant Idei	ntification	Project Identification	
Name: Contact:	MARSHALL COUNTY FISCAL COURT KEVIN SPRAGGS	Road Name: J.B. COPELAND ROAD  Location on Rd: ROAD CROSSINGS  Nearest Address: 1301 JB COPELAND	
Address:	1101 MAIN STREET	Project status:Maintenance	
City, St., & zip: Phone #: Fax#: Email:	BENTON, KY 42025 (270) 527 - 4750 (270) 527-4795 kevin.spraggs@marshallcountyky.gov	XNew Construction	
Landscap Other(spe	oachmentOverheadX_Underground e on R/WGradeFill cify)	Attachments Required  1. Map of Area 2. Letter stating how you plan to put the R/W back after the construction 3. When you plan on starting & completing the construction	
Type of Inden		Name & Address of Insurance	
	Cash d - Amount Encumbered \$ cify)		
nstallation of proposed ro Approx. 390 Road; (4) Ap	ad crossing: (1) Approx. 45 LF east LF east of intersection with Elva Reprox. 1 200 south of intersection w	ing methods - Each of these encroachments is a st of intersection with Elva Road (KY1490); (2) soad; (3) Approx. 50 LF east of intersection with Arant with Symsonia Hwy (KY348).  I disturbed ROW will be fully restored to existing or	
IMPORTANT:	: (please read) completed in accordance with the terms of this encroa	chment permit, your indemnity will be released. However, the permit is effective	

until revoked by the Marshall Co. Road Dept. and the terms on the permit and accompanying permit documents and drawings remain in effect as long as the encroachment exists. Future maintenance of the encroachment is the responsibility of the permittee. It is important that you understand the requirements of this encroachment permit application and the accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in the cancellation of this permit.

In the event this application is approved, this document shall constitute a permit for the applicant to use the right-of-way, but only in the manner authorized by this document and regulations of the department, and the drawings, plans, and other pertinent data attached hereto and made part hereof.

#### **ENCROACHMENT PERMIT**

## The Permittee agrees to the following terms and conditions:

1.	The permittee shall comply permit.	with and is bound by the requir	ements of the Marshall Co. Road Dept. on the date of the issuance of this
2.	heretofore granted to any	other party except as otherwise l	
3.	to be constructed by the pe	ermittee for which facilities this p Il maintain such facilities in acco nanner contrary to that prescribe	s attached hereto and made a part hereof, which describes the facilities bermit is granted. The permittee agrees as a condition to the issuance of dance with said plan, and the permittee shall no use the facilities od by the permit and plan. Normal usage and routine maintenance only
4.	of-way premise, defend, prout of work undertaken by agents, employees, or cont	otect, and save harmless the Ma the permittee pursuant to this practors. This provision shall not	mmenced and until such time as all facilities are removed from the right- rshall County Road Dept. from all liability, claims, and demands arising permit, due to any negligent act or mission by the permittee, its servants, inure to the benefit of any third party or operate to enlarge any liability common law if this right to indemnity did not exist.
5.	the permittee in writing to notice, and in the event sa	remove from the right-of-way a	Marshall County Road Dept. may revoke the permit by giving notice to ny facilities placed thereof within a reasonable time as set forth in the and the right-of-way restored the Marshall County Road Dept. may permittee.
6.	imposed pursuant to the p	rovision of the Title V: of the Civ	croachment premises in compliance with all Federal requirements il Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. F.R., Part 21, and as said regulations may be amended.
7.	Dept. for the facilities cover improvement of the abutt by the permittee at his own.	ered by this permit to be remove ing highway, the Marshall Count	ary, as may be reasonably determined by the Marshall County Road d or relocated in connection with the reconstruction, relocation, or y Road Dept. may revoke this permit and require removal or relocation in to the procedures provided in Paragraph 8 above, except in those y law to pay any or all the same.
8.	without the written appro	val of the Marshall County Road	personal to the permittee and shall no inure to his successors and assigns Dept. and that he is bound by the provisions of this permit as long as the tained by the Marshall County Road Department.
9.	This permit does not allev	rate any requirements of any otl	ner government agency.
UNDER	SIGNED APPLICANT (BEING FORTH HEREIN.	G DULY AUTHORIZED REPRESEN	TATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS
Co	ompletion Date	 Date	Signature (for Mgr. or Authorized Rep.)

Signature

Title

### **Encroachment Permit Bond**

County Marshall County

	(Attach Standard Power of Attorney)	Bond No
Know All Men by These Presents; Tha		
in the City of State of _ Department, for the use and benefit of the d the penal sum of (\$ well and truly be made, we bind ourselves, of these presents;	epartment located at 160 Homer Lucas L ) Dollars, lawful money of the	ane, Benton, Kentucky 42025, oblige, in United States for the payment of which
The condition of the foregoing obligation is		
has obtained from the Marshall County Road right-of-way, and whereas, under the terms and good and sufficient surety, payable to the County Road Department, and conditioned usershall County Road Department, by the sale Now, therefore, if the above bounden principated permit is revoked by the Marshall Countright-of-way and/or roadway or surfacing in restoration has been completed, then this obscompletion of the encroachment has been defined.	of said permit, a cash indemnity or bond he Marshall County Road Department, for upon the permitted encroachment can be haid principal:  pal shall faithfully and honestly complete ty Road Department, the above bounden accordance with the Road Department's bligation shall be null and void; otherwise	indemnity is required of said principal the use and benefit of the Marshall corrected without expense to the the encroachment in accordance with principal shall properly restore the regulations, and if thereafter such to remain in full force and effect until
That this obligation shall remain in full force	e and effect until terminated in writing by	y the Marshall County Road Department
In witness whereof, we, the parties, have set	our hands and seals on the day o	f,20
(KY Bonding Agent Name)	Principal	
	BY	
(Mailing Address)		
(City, State, & Zip)	Surety	
	BY	
(Phone Number)	Attorney in Fact	

Date: <u>3-21-23</u>	
Road Name:	Road No:
Bond No:	
Permit No:	
Approved: Lay Wishin	
Reasons Approved:	
Disapproved:	
Reasons Disapproved:	