

ENCROACHMENT PERMIT
(Revocable License)

WHEREAS, the Houghton County Board of Road Commissioners (hereinafter referred to as the Commission) has under its jurisdiction and control, County Road _____ (hereinafter referred to as HIGHWAY), and

WHEREAS, located totally (partially) over the right-of-way of said HIGHWAY at _____ in the township of _____ (station or location of encroachment)

T___N - R___W, Sec. _____, County of Houghton, State of Michigan is (are) the following described encroachment(s): _____

(hereinafter referred to as ENCROACHMENT(S)),

WHEREAS, the legal ownership of the above described ENCROACHMENT(S) is vested in _____ (hereinafter referred to as OWNER), of _____ (street address)
City of _____, County of _____, State of _____
and

WHEREAS, said OWNER(S) has (have) no authority in fact or law to maintain said ENCROACHMENT(S) at its (their) present location within said HIGHWAY.

WHEREAS, the Commission is presently willing to permit the above described ENCROACHMENT(S) to remain at its (their) present location subject to certain terms and conditions.

NOW THEREFORE, let it be known that on this _____ day of _____, 20_____, the COMMISSION by its duly authorized agent, does and hereby grants to said OWNER(S), a license to maintain said ENCROACHMENT(S) at its (their) present location, said license being limited by the following terms and conditions:

1. On the event of any new construction, reconstruction or alteration of the existing ENCROACHMENT(S), written approval shall first be obtained from the Houghton County Board of Road Commissioners;
2. That the above described license is and shall be incapable of being assigned or transferred by said OWNER(S);
3. That said license is revocable at the discretion of the COMMISSION;
4. That in the event the COMMISSION revokes said license, the ENCROACHMENT(S) shall be removed from within the right-of-way by said OWNER(S) on or before a date to be specified by the Commission.

5. That in the event the OWNER(S) fails to remove the ENCROACHMENT(S) on or before the date specified by the COMMISSION, the latter may remove said ENCROACHMENT(S) and the OWNER(S) shall be liable for the cost and expenses incurred by the commission therefor;

6. The OWNER(S) shall hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suits and judgements to which the Commission, its officer, or employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the Commission, whether due to the negligence of the OWNER(S) or the joint negligence of the OWNER(S) and the Commission, arising out of the work under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out of the continued existence of the work product which is the subject of this permit.

7. In the event that any encroachment must be removed for the installation of drainage structures or utilities or road reconstruction, the owner shall be responsible for the restoration and re-licensing of the encroachment.

Street address or 911 no. _____ Block _____

Plat _____ City or Township _____

County _____ or Description _____

Sec. _____ T _____ R _____ Township _____

Prepared by: _____ Fax No. _____

It is the intention of the Houghton County Board of Road Commissioners by this revocable license to give only a personal privilege to maintain said ENCROACHMENT(S) over the highway right-of-way described above which may be revoked at any time at his discretion and it is not his intention hereby to create or grant any permanent right or interest in the highway easement (fee).

RECOMMENDED FOR ISSUANCE:

ACCEPTED BY:

Investigator

Owner

Title

Owner

Date

Date

Permit No.

04-23-03