

This is a Rice County Highway Permit only, permission must also be obtained from adjoining property owners.

### RICE COUNTY HIGHWAY DEPARTMENT

460 NORTH LOGAN STREET  
LYONS, KANSAS 67554

718 W. 5<sup>th</sup>

Telephone AC 316  
257-2231 (Office)  
257-3922 (Shop)  
257-3922 (FAX)

- Water Line \_\_\_\_\_
- Salt Water Line \_\_\_\_\_
- Gas or Oil Line \_\_\_\_\_
- Optic Fiber Line \_\_\_\_\_
- Telephone Line \_\_\_\_\_
- Electric Line \_\_\_\_\_
- Sewer Line \_\_\_\_\_
- Other \_\_\_\_\_

Co. Rd. # \_\_\_\_\_  
 APPL. Date \_\_\_\_\_  
 Permit # \_\_\_\_\_

## HIGHWAY PERMIT

Whereas, \_\_\_\_\_ (Owner/Company) \_\_\_\_\_ (Mailing Address & Telephone #)

and \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Mailing Address & Telephone #)

As Agent, Lessee, Contractor, hereinafter termed the company, request permission and authority to do certain work involving the County Highway right of way or Township right of way in, upon or along, and described as follows:

1. Road crossing will be \_\_\_\_\_ Ft. N. S. E. W. of the \_\_\_\_\_ Corner of Section \_\_\_\_\_, T \_\_\_\_\_ S. R \_\_\_\_\_ W, Rice County, Kansas

**PROHIBITED:** No road crossing of any kind shall be allowed near Section Corners or 1/2 Section Corners. If said Section Corners are disturbed, a fine of \$ 250 or imprisonment of not more than 6 months, or both, shall be imposed as described by United States Code 18 U.S.C. 1858.

All County Asphalt roads and proposed County Asphalt roads and County Gravel Roads, as specified by an Authorized County Representative, shall be bored, unless prior authorization from Authorized County Representative!

**PERMIT FEES:**

A \$350.00 fee will be charged for each road crossing that is trenched. This fee shall be paid to Rice County for County roads crossed and to Township for Township roads crossed. A \$55.00 fee will be charged for each road crossing that is bored under roadway.

**PLANS:** Company shall furnish two (2) sets of comprehensive plans or sketches 8 1/2" X 11" or larger, of the proposed work. For commercial entrances include a plot plan of the proposed installation. Entrance locations and utility installations must be approved by an Authorized County Representative. Drainage structural requirements to be determined by an Authorized County Representative.

**MATERIALS AND METHODS:** All materials and construction methods used on the work within the limits of the road right of way shall be equal to or better than that required by the Standard Specifications for State Road and Bridge Construction, current edition; Commercial Entrances shall be surfaced with material of the same general type as roadway surfacing.

All pipe shall be laid not less than twenty four inches (24") below the flow line of the ditch for the full width of the road right of way, and all tunnels and ditches shall be backfilled and tamped to the natural ground level. All pipe lines crossings shall be marked at or near the right-of-way line with a steel post and sign with *Owner's Name, Address, Telephone Number*, showing route of line. Bond money will not be returned until completion of above statements.

It shall be prohibited to lay oil, gas, crude oil, saltwater, water and sewer lines in the ditches or right-of-ways running parallel with county or township roads or section lines unless prior authorization from **BOARD of RICE COUNTY COMMISSIONERS**.

The Company agrees that if trenching across County or Township roads are required, then trenching will be completed with a regular trencher designed for this purpose and NOT a Backhoe. This shall be required to keep the width of trench to a minimum

**COMPLETION:** The Company shall furnish all material, do all work, pay all costs and restore said right of way to the condition existing prior to approval of the work described on this permit. Work to be completed within \_\_\_\_\_ da./mo. of APPROVAL DATE, otherwise permit is null and void. An extension of time may be requested in writing. Company agrees that an approved signed copy or permit will be on the premises before any work is performed, unless agreed upon by an Authorized County Representative.

The Company agrees to meet on the premises with an Authorized County Representative prior to trenching or boring of the road crossing for the purpose of flagging the actual crossing site. A fine of \$200.00 shall be imposed if the crossing location is different than shown on permit without approval from an Authorized County Representative.

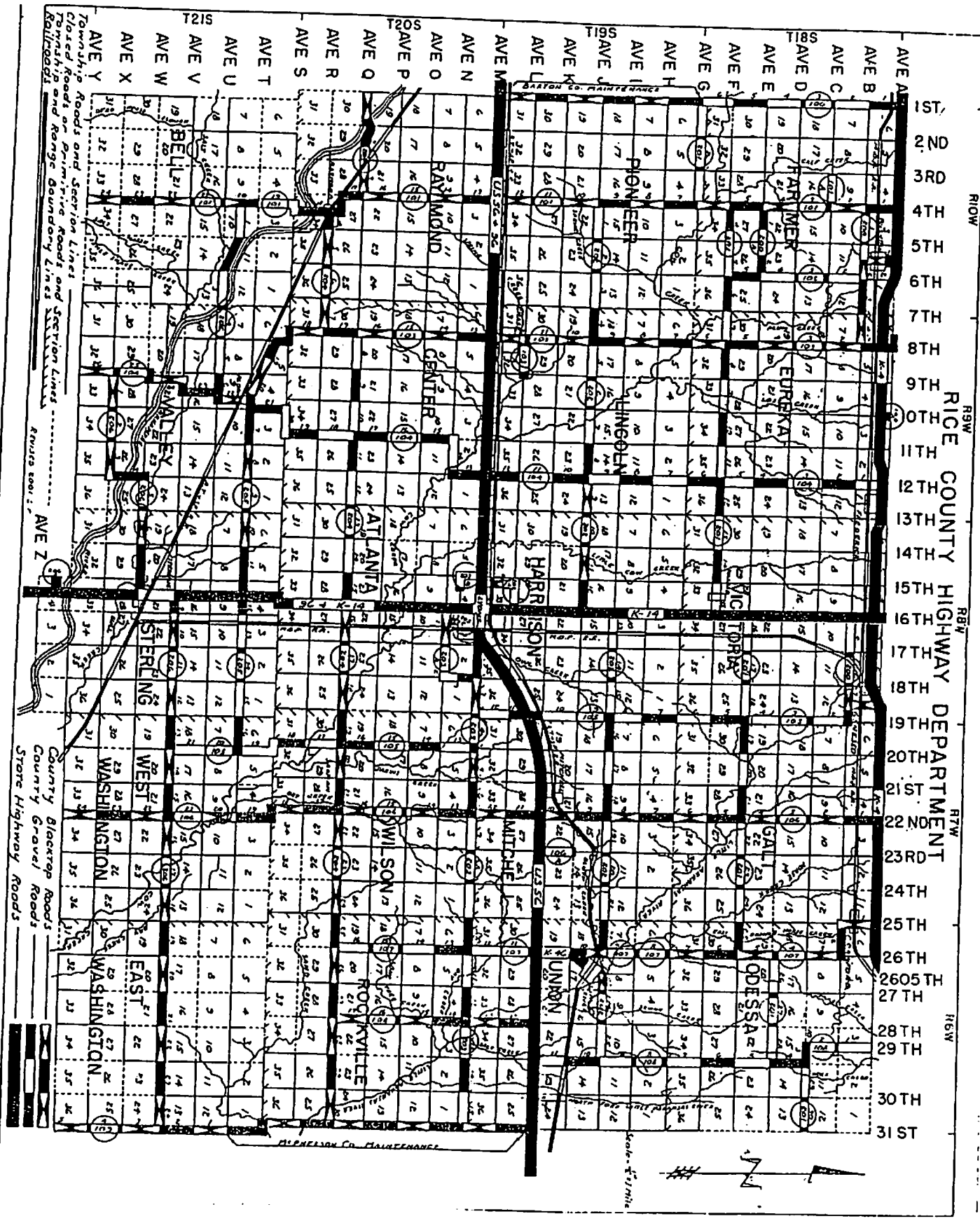
**BOND:** A check, or other suitable bond, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made payable to the Rice County Highway Department is hereby deposited with this permit to guarantee satisfactory performance of the conditions of the permit. The Company agrees that bond will be forfeited in case of failure or refusal to perform the work to satisfaction of an Authorized County Representative. The Company agrees to notify the County Engineer's Office when the work covered by the permit is begun and again when completed. The County agrees that upon satisfactory compliance with all conditions of this permit, the bond shall be released to Company. A schedule of bond amounts is on back side of this form.

**OBSTRUCTION OF TRAFFIC:** Company agrees that there will be no interference with traffic, unless specifically provided for as a part of the permit. Traffic protection to be in accordance with the Uniform Manual for Traffic Control Devices.

**RIGHT OF WAY:** Company agrees that no portion of the right of way will be used for parking, advertising signs or any other commercial activity. Any sod, shrubs or trees destroyed by this work shall be replaced as directed by an Authorized County Representative. The Company, his successors or assigns, shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of this work. That in the event the County deems it necessary or proper to make any alteration or improvement along or upon the highway or right of way, the Company agrees to save Rice County harmless to any damage to said Company's construction along or upon the said highway or right of way and the Company further agrees that upon notice being served upon him, he will, within a reasonable time, alter, change, relocate or move his construction or work off the highway or right of way as requested by Rice County without expense to the County.

**DAMAGES:** Company or any future successor in interest of ownership of such line shall be solely and totally responsible for all damages whether personal or property that may occur caused by such road crossings, and shall hold the County or Townships harmless from any such damages. Further company shall notify Rice County Highway Department of any changes in ownership of such lines.

PERMIT GRANTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_. \_\_\_\_\_ Authorized County Representative



TWP. NAME \_\_\_\_\_

SEC. \_\_\_\_\_, T\_\_\_\_S, R\_\_\_\_W

