



Effingham County Development Services

601 North Laurel Street
Springfield, Georgia 31329
Phone: (912) 754-2105
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RIGHT OF WAY ENCROACHMENT PERMIT APPLICATION

Applicant/Owner's Authorized Agent: _____

Address: _____

_____ Email: _____

24-Hour Contact-Name: _____ **24-Hour Contact-Phone:** _____

Project Name & Location: _____

Description of Encroachment Activity: _____

- Attachments/Exhibits:
- TRAFFIC CONTROL PLAN (MUTCD) _____
 - PLANS SHOWING EXTENT OF ACTIVITY _____
 - _____
 - _____

Any special conditions: _____

Estimated Start Date: _____ Estimated Completion Date: _____

ON APPROVAL OF PERMIT APPLICATION, THE APPLICANT AGREES TO CONFORM TO ALL REQUIREMENTS OF EFFINGHAM COUNTY'S ORDINANCES AND CODES PERTAINING TO RIGHT OF WAY ENCROACHMENT.

Owner/Authorized Agent

Effingham County Official

printed name

printed name

Date signed: _____

Date signed: _____

The Encroachment Request submitted by _____ on behalf of _____, for the above-referenced project to encroach into the County's right of way is approved based on the following conditions:

1. The improvements constructed within the right of way shall remain the property of the Applicant, and the Applicant takes full responsibility, including maintenance and/or repair of the improvements, that there shall be no cost to the County for the cost, installation, operation, maintenance, and/or removal of said improvement.
2. In regards to construction performed in the right of way, any traffic control signage is to be provided by the Applicant. The County is to be notified prior to work to be performed in the right of way including grading, pavement installation, water/sewer connections to existing mains and drainage improvements. If installation of new water/sewer connections requires interruption of existing County services, the Applicant is to notify the County a minimum of 24 hours prior to the interruption.
3. Prior to backfilling any water/sewer connections to existing County utilities, the applicant is to notify County Engineering for an inspection. Any backfill performed prior to a County inspection may cause the Applicant to uncover the connections to allow the inspections to occur.
4. The Applicant understands and agrees that the improvement encroached upon the County's right of way and that the improvement may remain as long as they shall stand in good condition. If the improvement is in need of inspection, and/or repair, the Applicant expressly allows the County to enter the premises to inspect the improvement.
5. If the Applicant, successors and/or assigns desires to remove the improvements, the Applicant shall, at the option of the County and at no expense to the County, restore the right of way by filling in any holes or other damage by the removal of the same to a condition acceptable to the County, and in accordance with County specifications.
6. The County may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, welfare and safety of the public or for any other public purpose. It is further understood and agreed upon that the County may at any time determine in its sole discretion to use or cause or permit the right of way to be used for any public purpose, including, but not limited to underground, surface or overhead communication, drainage, sanitary sewage, transmission of natural gas or electricity, or any other public purpose whether presently contemplated or not.
7. Applicant understands and agrees that the granting of any encroachment grants no ownership rights to the property.
8. Applicant agrees to comply fully with all applicable federal, state and local laws, statues, ordinances, codes or regulations with the construction, operation and maintenance of said improvement, encroachment and use.
9. Applicant agrees to indemnify, and does hereby indemnify, hold harmless, and defend the County its officers, agents, servants, and employees from and against any claims or suits for property damage or loss and/or personal injury, including death, to any and all persons arising out of or in connection with directly or indirectly, the construction, maintenance, and existence or location of said improvement.