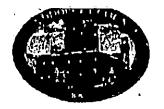


## Woodbury County Secondary Roads Department



759 E. Frontage Road • Moville, Iowa 51039 Telephore (712) 273-6634 • (712) 273-3215 • Par (712) 873-3235

COUNTY ENGINEER
Mark J. Naiva, P.E.
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## ASSISTANT TO THE COUNTY ENGINEER Bontamin T. Kustor, E.I.T. bkuster@woodburycountylowa.gov

SECRETARY
Tish Brico
thrice & wcochurycountylowa.gov

| PERMIT & A                                    | WOODBURY C<br>GREEMENT TO PER                            | OUNTY SECONDAI<br>FORM WORK WIT:                       | RY ROAD DEPA<br>HIN WOODBUR                    | IRTMENT<br>LY COUNTY RIGHT OF WA                      | Y   |
|---|--|--|--|---|-----|
| Name of Permitt                               | co: Gary Hopp  | nePhon   | o No.: 7/2-2                                   | 251-7090  |     |
| Mailing Address                               | : 1219 Oscal   | Auc Cos  | rectionville                                   | TA  |     |
| Township:                                     | Union  | Section:   | 15   | <u>.                                    </u>          | _   |
| Woodbury Coun<br>owner, organizat             | iy, State of lown, and<br>ion or authorized represents   | tivo) do hereby enter inte                             | o the following pen                            | (hereinalter referred to as proper nit and agreement: | rty |
| <ol> <li>Woodbe representative, to</li> </ol> | ury County hereby consents<br>conduct the following desc | to and grants permission<br>cribed construction or set | n to the property ow<br>livities within the ri | ncr, organization or authorized<br>ght-of-way:        |     |
| Pare conc                                     | rete driveway  | out to re  | and colye.                                     | Contractor may  |     |
| abut pa                                       | warment elgen  |  |  |   |     |
|   |  |  |  | <del></del>   |     |
| 2. In consinuthorized repres                  | ideration of Woodbury Com<br>sentative hereby promises a | nty granting said permiss<br>ad agrees to the followin | ion and consent, th                            | e property owner, organization or                     |     |

- A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.
- B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barriendes during the day and at night if the readway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.
- C. In placing any drainage structure, no natural drainage course will be altered or blocked.
- D. The finished project shall be left in a satisfectory condition subject to the approval of the County Engineer. The traveled portion of the readway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the readway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.
- B. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

| ,   |   |
|---|---|
| F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure no Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to removed, without any obligation by Woodbury County to pay damages or cost of replacement.  | bool                                      |
| G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Propert owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provide section L.   | iy<br>ded in                              |
| H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury Counties Woodbury County Secondary Road Department, its employees and agents harmless against any and all claid damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department may have to make on said highway rights of way on account applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses to may be sustained by the traveling public on account of such construction, repair or maintenance operations, or activities. | rtmen<br>in <b>t</b> of<br>o save<br>that |
| 1. FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318. 2009 CODE OF IOWA. This permit is subject to any laws now in effect or any laws that may be hereafter enacted applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulation Woodbury County and the Woodbury County Secondary Road Department.   | របស់ ដក                                   |
| J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable   | tho<br>cause                              |
| K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall relimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described a follows:  | h0<br>8                                   |
| L. Woodbury County agrees to provide the following contribution toward completion of this project:  |   |
| M All work done by property owner, organization or authorized representative pursuant to this agreement shall be  | be  |

Chair Woodbust County Board of Surveysous

Signature of Property Owner or Ay horized Representative

Entered into this

completed prior to the 15th day of November 2021.

14th day of May 2021. 2-15-2 (