Return to: LAKESIDE COUNTY WATER & SEWER DISTRICT
              253 Bierney Creek Rd.
              Lakeside, MT 59922

ENCROACHMENT APPLICATION AND PERMIT

(Easement Affected) _____(Account Number) _____.

APPLICATION FOR PERMIT TO: Water _____   Sewer _____

Nature of Permit desired: (Give sufficient detail to permit thorough understanding and submit blueprints or sketches of proposed installation.

1. Name of Applicant(s): _____

2. Address of Encroachment: _____

3. Legal description of property involved: _____

4. Physical sewer/water location at or near which installations or structures will be installed: _____
_____

5. For how long a period is the permit desired? _____

6. REMARKS: _____

Dated at _____, Montana, this _____ DAY OF _____, 20_____

_____   _____
(Signature of Applicant)   (Signature of Applicant)

APPROVED:

_____   _____
LCWSD General Manager   Date

INSTRUCTIONS AND CONDITIONS CONCERNING USE OF THIS FORM

Applicant will complete this form in duplicate and transmit it to the LCWSD General Manager, along with a Flathead County filing fee of $_____ ($8.00/Page). When the application is approved and applicant has signed acceptance, a notarized copy will be delivered to him, and an original filed on record at the Flathead County Court House. If Permittee desires, he may sign acceptance at time of signing application. A completed copy of this form shall accompany the request for service before connection to any facility owned or operated by the LCWSD, subject to the terms and conditions described herein.

PERMIT

1.   **TERM** - This permit shall be in full force and effect from the date hereof until revoked as herein provided.

2.   **REVOCATION –** Permanent encroachment, but the LCWSD reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.

3.   **COMMENCEMENT OF WORK -** No work shall be commenced until Permittee notifies the LCWSD General Manager, in writing, when he proposes to commence work.

4.   **CHANGES IN SEWER/WATER FACILITIES -** If LCWSD changes sewer or water facilities necessitating changes in structures or installations installed under this permit, Permittee shall make necessary changes without expense to LCWSD.

5.   **LCWSD SAVED HARMLESS FROM CLAIMS** - In accepting this permit, the Permittee, its/his/her successors or assigns, agree to protect the LCWSD and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said LCWSD easement; and in case any suit or action is brought against the LCWSD and arising out of, or by reason of, any of the above causes, the Permittee, its/his/her successors or assigns, will, upon notice to it/him/her of the commencement of such action, defend the same at its/his/her sole cost and expense and satisfy any judgement(s) which may be rendered against the LCWSD in any suit or action.

6.   **RUBBISH AND DEBRIS** - Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed, and the affected area left in a neat and presentable condition satisfactory to the LCWSD.

7.   **WORK TO BE SUPERVISED BY LCWSD -** **A**ll work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the LCWSD; and the LCWSD hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time. Said changes or removal to be made at the sole expense of the Permittee.

8**.**   **LCWSD's RIGHT NOT TO BE INTERFERED WITH -** All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the LCWSD's work; and the LCWSD shall in no way be liable for any damage or injury to the Permittee by reason of any such work by the LCWSD, it's agents, contractors or representatives, or by the exercise of any rights by the LCWSD upon the water or sewer systems affecting the installations or structures placed under this permit.

9**.**   **REMOVAL OF INSTALLATIONS OR STRUCTURES -** Unless waived by the LCWSD, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under the permit. Reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.

10.   **MAINTENANCE AT EXPENSE OF PERMITTEE** - Permittee shall maintain, at its/his/her sole expense, the installations and structures for which this permit is granted, in a condition satisfactory to the LCWSD

11.   **LCWSD NOT LIABLE FOR DAMAGE TO INSTALLATIONS** - In accepting this permit, the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the LCWSD, or by an LCWSD employee engaged in construction, alteration, repair, maintenance or improvement of the LCWSD facilities, shall be at the sole expense of the Permittee.

12.   **LCWSD TO BE REIMBURSED FOR REPAIRING FACILITIES** - Upon being billed, therefore, Permittee agrees to promptly reimburse LCWSD for any expense incurred in repairing sewer/water pipe(s) due to settlement at installation, or for any other damage to facilities as a result of the work performed under this permit.

13.   **OTHER CONDITIONS AND/OR REMARKS** _____

_____

The undersigned, the "Permittee" or "Applicant" mentioned in the foregoing instrument, hereby accepts this permit, together with all terms and conditions set forth herein.

_____   _____   _____
Permittee   (Place)   (Date)

_____
Permittee

State of _____   )
) ss
County of _____   )

On this _____ day of _____ , 20___ , _____ ,

personally appeared before me whose identity I verified on the basis of his/her _____ , to be the person(s) who signed the above document and proved to be the person(s) whose name is subscribed to this instrument.

_____
Notary Public for the State of Montana Signature

_____
Notary Public printed name

Residing at _____

My commission expires: _____