

**West Virginia Department of Transportation**  
**Division of Highways**  
**Right-of-way Encroachment Permit Application**

Form MM-109  
Rev. 12-9-2019

PERMIT NO. \_\_\_\_\_

PERMIT TO ENTER UPON, UNDER, OVER OR ACROSS THE STATE ROADS OF THE STATE OF WEST VIRGINIA.

THIS PERMIT, Made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation hereinafter called DIVISION and \_\_\_\_\_

Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

hereinafter called APPLICANT.

**WITNESSETH**

In consideration of the hereinafter set out covenants and in accordance with W. Va. Code §17-2E-1 *et seq.*, §17-4-8, §17-16-6, §17-16-9, §31H-1-1 *et seq.*, federal law, and the rules, policies, guidelines, manuals, and federal regulations promulgated thereunder, APPLICANT does hereby apply to enter

Route Type & No. \_\_\_\_\_ DOH Project No. \_\_\_\_\_ (if applicable);

at \_\_\_\_\_ Mile Post \_\_\_\_\_

in \_\_\_\_\_ County, for the purposes hereinafter set forth and in accordance with the plans and specifications which are attached hereto and made a part hereof: \_\_\_\_\_

APPLICANT further agrees to accept the conditions hereinafter set forth:

1. APPLICANT shall deposit with DIVISION the sum of \$ \_\_\_\_\_ in the form of an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the granting of this permit, including any expense incurred in restoring said highway to its original condition or the proper repair of any and all damages that may result within one (1) year from the date of the completion of said work.
2. APPLICANT agrees to reimburse DIVISION for inspection costs as follows:
  - A. For any inspection costs incurred under this permit.
  - B. At \$ \_\_\_\_\_ per linear foot for \_\_\_\_\_ feet of water line installed under this permit
  - C. At \$ \_\_\_\_\_ per linear foot for \_\_\_\_\_ feet of sewer line installed under this permit
3. APPLICANT shall notify DIVISION at least 48 hours in advance of the date the work will begin. Failure to comply will be cause for cancellation of this permit.
4. APPLICANT agrees to protect its employees, equipment and users of the highway at all times in accordance with the current Division of Highways manual "Traffic Control For Street and Highway Construction and Maintenance Operations".
5. APPLICANT agrees to comply with all applicable state and federal laws in the performance of work under this permit.

- 6. Supplementary conditions cited below are understood and agreed to be a part hereof.
- 7. The work authorized under this permit shall be completed on or before (Date): \_\_\_\_\_

**I attest that I have not modified the terms of this document. All attachments are inclusive to this permit.**

Recommended by DOH Reviewer: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_

**BOND REQUIREMENT:**

BOND	_____ /DATE _____	APPROVED: _____
Attached	On File	
INSPECTION:	Owner/Consultant	Title: _____
Full Time	Part Time	West Virginia Division of Highways
Periodic	Reimbursable	No Cost

AUTHORIZATION \_\_\_\_\_ PERMIT \_\_\_\_\_

**SUPPLEMENTARY CONDITIONS**

1. The person, firm or corporation to whom a permit is issued agrees to hold the State of West Virginia and DIVISION harmless on account of any damages to persons or property which may arise during the process of the work authorized by this permit or by reason thereof.
2. Applications for permission to perform work within highway rights of way shall be made on DIVISION’S standard permit form and shall be signed by the authorized representative of the person, firm or corporation applying.
3. The APPLICANT shall give detailed information concerning the work to be performed and the application must include a sketch sufficient to show the nature of the work performed.
4. APPLICANT, his agents, successor, heirs or assigns, contractors or any other person, firm or corporation working under APPLICANT’S real or apparent authority, shall perform the work in a manner satisfactory to DIVISION. Damage to the road resulting at any time from work authorized under this permit shall be repaired by APPLICANT. Unsatisfactory repairs may be corrected by DIVISION or its authorized agent and the cost thereof paid by APPLICANT.
5. DIVISION assumes no liability for damage to the proposed work by reason of construction or maintenance work on the road.
6. This permit is granted subject to removal of the authorized installation by APPLICANT at no cost to DIVISION when required for improvement of the road, and subject to all regulations now or hereafter adopted by DIVISION.
7. Utility installation shall be in accordance with the current manual, “Accommodation of Utilities on Highway Right of Way”.
8. Driveways shall be in accordance with the current manual, “Rules and Regulations for Constructing Driveways on State Highway Rights-of-Way.”
9. DIVISION reserves the right to cancel this permit at any time, should APPLICANT fail to comply with the terms and conditions under which it is granted.
10. This permit is granted only insofar as the DIVISION has a right to do so.