



LEXINGTON COUNTY DEPARTMENT OF PUBLIC WORKS

Permit Number: _____

ENCROACHMENT PERMIT APPLICATION

Applications may be submitted digitally to encroachmentpermit@lex-co.com or hand delivered to 440 Ball Park Rd. Lexington, SC 29072.

Permittee:

Road Name:

Address:

TMS#:

Email:

Phone:

The undersigned applicant hereby applies to the Lexington County Department of Public Works, hereinafter referred to as "LCPW," for a permit for encroachment on County road right-of-way as shown and described below:

1. Type of Encroachment:

2. Physical Address of Encroachment:

3. Description of Encroachment: (Attach sketches/plans indicating type, size, depth, and length of pavement or shoulder cuts and other characteristics adequate to fully describe the conduits, cables, structures, or appurtenances being installed. Include roadway features such as pavement width, shoulder width, sidewalk, and curb and gutter location, significant drainage structures, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline or edge of pavement, and nearest intersecting road.)

The undersigned applicant hereby requests LCPW to permit encroachment on the County right-of-way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the General Provisions for Encroachment, as amended and special provisions below or attached hereto during the installation, operation and maintenance of said encroachment within the County right-of-way. The applicant hereby further agrees, and binds his heirs, successors, assigns, to assume any and all liability that LCPW might otherwise have in connection with accidents or injuries to persons or damage to property, including the roadway, that may be caused by the construction, maintenance, use moving or removing, of the physical appurtenances contemplated herein and agrees to indemnify LCPW for any liability incurred or injury or damage sustained by reason of the past, present, or further existence of said appurtenances.

This permit does not relieve the Applicant/Permittee from securing any and all other permits required from Federal, State, or local entities exercising jurisdiction over the size, type, or location of work permitted herein. This permit is null and void if Applicant/Permittee fails to secure all appropriate permits.

In compliance with your request and subject to all provisions, terms and conditions and restrictions stated in the application and the General Provisions for Encroachment, attached hereto, LCPW approves the request. Permit shall become null and void unless the work contemplated herein shall have been started within 90 days of the approval date. Permit for work described herein expires six (6) months from the approval date.

Print Applicant Name: _____

Date Requested: _____

Applicant Signature: _____

Title: _____

LCPW Approval by: _____
For the County Engineer

Date: _____

LEXINGTON COUNTY DEPARTMENT OF PUBLIC WORKS

General Provisions for Encroachment

1. For the purpose of this permit, Lexington County Department of Public Works shall be referred to hereinafter as “LCPW.”
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the roadway right-of-way, LCPW should be notified sufficiently in advance so that a representative may be present while the work is underway. Notice to LCPW prior to starting backfilling operations is mandatory.
3. **APPLICANT:** The Permittee responsible for the construction or other activity.
4. **PERMITTEE:** For the purpose of this permit, the word Permittee shall mean the utility company, individual property owner, person, firm or corporation responsible for the on-going maintenance of the disturbed areas, pipes, conduits, or other encroachments and their appurtenances installed within County rights-of-way.
5. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of LCPW or law enforcement officer on demand.
6. **PROTECTION OF ROADWAY TRAFFIC:** Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs, and watchmen shall be provided by, and at, the expense of the Permittee. The work shall be planned and carried out so that there will be the least possible inconvenience to the roadway traffic. The Permittee agrees to observe all rules and regulations of LCPW while carrying on the work contemplated herein and take all other precautions that circumstances warrant. Ref: Sections 5 and 6 of the Manual on Uniform Traffic Control Devices for Streets and Highways.
7. **STANDARDS OF CONSTRUCTION:** All work shall conform to SCDOT’s “A Policy for Accommodating Utilities on Highway Rights-of-Way,” “Standard Specifications for Highway Construction,” and the “Lexington County Land Development Manual,” latest editions, or as otherwise approved by the County Engineer. Adequate provisions shall be made for maintaining the proper drainage of the highway. All work shall be subject to LCPW’s supervision and satisfaction.
8. **FUTURE MOVING OF ENCROACHMENT:** If, in the opinion of LCPW, it should ever become necessary to move or remove the encroachment, or any part thereof, contemplated herein, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or removing shall be done at the request of LCPW at the expense of the Permittee. If and when the encroachment contemplated herein shall be moved or removed, either at the request of LCPW or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
9. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the encroachment contemplated herein shall be done by and at the expense of the Permittee. The Permittee shall be responsible at any time in the future for any and all damage of the roadway facilities or other permitted encroachments that occur as a result of this installation.
10. **PERMISSION OF ABUTTING PROPERTY OWNERS:** It is distinctly understood that this permit does not in any way grant or release any rights unlawfully possessed by the abutting property owners. Any such rights necessary shall be secured from said abutting property owners by the Permittee.
11. **LIABILITY:** Permittee assumes the sole responsibility for the safety and protection of the premises and of the employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment permit, whether due to negligence, fault or default of Permittee or not. Such liability of Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants, or employees, and neither the approval by the engineers or the County Engineer of the methods of doing the work nor the failure of the engineers or the County Engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the County Engineer to direct the Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Permittee in case of any such injury to person or damage to property.
12. **INDEMNITY AGAINST LIABILITY:** Permittee shall indemnify Lexington County, its agents, officials, and employees against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any way accrue against Lexington County in consequence of the granting of this encroachment permit or that may in any way result from that grant, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Permittee or the Permittee’s employees, of the subcontractor or subcontractor’s employees, if any, and the Permittee shall, at Permittee’s own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with that activity, and, if any judgment shall be rendered against Lexington County in any such action, the Permittee shall, at Permittee’s own expense, satisfy and discharge that judgment.
13. **REVOCATION:** LCPW reserves the right, at any time, to cancel the permit should the Permittee fail to comply with the terms and conditions under which it was granted.

Initial: _____

Lexington County Encroachment Permit Checklist

ALL PERMITS MUST INCLUDE

1. NAME OF ROAD
2. WIDTH OF RIGHT OF WAY
3. WIDTH OF PAVEMENT
4. DISTANCE TO CENTERLINE OF NEAREST INTERSECTION
5. NORTH ARROW
6. LOCATION MAP
7. PERMIT SIGNED AND DATED
8. WRITTEN DESCRIPTION OF WORK BEING PERFORMED
9. DEVELOPMENTS GREATER THAN 100 UNITS ON A COUNTY ROAD SHALL BE REQUIRED TO SUBMIT A TRAFFIC IMPACT STUDY, AND SHALL BE COORDINATED WITH THE DEPT. OF PUBLIC WORKS

UTILITY PERMITS MUST ALSO INCLUDE

1. TRAFFIC CONTROL
2. BORING AND TRENCHING DETAILS
3. DETAILS OF PIPES AND SIZES
4. UTILITIES SHOWN AT A MINIMUM DEPTH OF 36 INCHES
5. UTILITIES SHOWN AT A MINIMUM OF 5 FEET FROM EDGE OF PAVEMENT
6. EXISTING EASEMENTS SHOWN
7. CURBING DETAIL (IF ANY CURBING IS DISTURBED)
8. SIDEWALK LOCATION AND DETAIL (IF ANY SIDEWALK IS DISTURBED)

ROAD TIE-IN PERMITS MUST ALSO INCLUDE

1. SPEED LIMIT
2. SIGHT DISTANCE
3. SIGHT TRIANGLE
4. ROAD OR DRIVEWAY PROFILE
5. TYPICAL PAVEMENT SECTION
6. ANGLE OF INTERSECTION
7. DRAINAGE FLOW DIRECTION
8. DISTANCE BETWEEN DRIVEWAYS
9. CATCH BASIN/DITCH SECTION DETAILS (DRAINAGE PLAN)
10. ADJACENT DRIVEWAYS AND ROADS