



# LEWIS AND CLARK COUNTY PUBLIC WORKS DEPARTMENT

## APPLICATION FOR CONTRACT AND ENCROACHMENT AGREEMENT

City-County Building, 316 North Park Avenue, Helena MT 59623 (406) 447-8374

---

**FEE: \$150.00**      **Make checks payable to Lewis and Clark County**  
**(2 times normal fee for after the fact)**

**NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

1. County owns/has jurisdiction over, certain property in Lewis and Clark County, Montana, described as:

\_\_\_\_\_  
\_\_\_\_\_

2. Owner owns certain property in Lewis and Clark County described as:

\_\_\_\_\_  
\_\_\_\_\_

3. In order for Owner to more fully enjoy his property as described above, Owner has requested an Encroachment Permit from the County to allow Owner to install or maintain the following-described property and/or appurtenance(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### GENERAL INFORMATION TO APPLICANT:

4. By issuance of an Encroachment Agreement, the County will agree to allow Owner to install or maintain the property and/or appurtenances described in paragraph 3, above, on the property described in paragraph 1, above.
5. The parties agree that when Owner's property, the installation and/or maintenance is hereby authorized, is destroyed or worn out, said property or appurtenances shall not

be repaired or replaced without express written consent of the County. Further, said property or appurtenances shall be operated and maintained pursuant to the direction of the County.

6. Owner will agree that he is gaining no additional rights over the property by execution of this agreement.
7. Owner will further agree and promise that the installation and/or maintenance of the property or appurtenances, shall not interfere with the use by the County of the property above described. If owner's property does interfere with the County's use of the property, County may cancel this agreement by giving Owner sixty (60) days written notice of County's intent to cancel the contract. At the expiration of said sixty (60) days, Owner shall remove at his own expense all of his property and/or appurtenances, the installation and/or maintenance of which is authorized by this agreement.
8. Further, Owner will agree to hold the County, its' agents, officers, and employees, harmless from any costs, liability, expense or damage, of any kind, in any way arising out of the location of Owner's property on the property as authorized by this agreement.

FOR OWNER:

BY: \_\_\_\_\_

Encroachment Agreement applications must include a Comprehensive Permit Application (CPA) form, a copy of the current survey for the parcel, a copy of the current deed, a copy of any covenants on the property as well as a diagram or encroachment survey showing the encroachment.

Updated 011409