

**APPLICATION AND PERMIT TO ESTABLISH AN
"OWNER MAINTAINED" AREA ON A COUNTY ROAD**

OWNER'S CONTACT INFORMATION	LESSEE / RESIDENT CONTACT INFO. (If different)
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Email address: _____	Email address: _____

Site Address: _____ Twp: _____ Range: _____ Section: _____ Lot: _____

PERMIT AGREEMENT

THE APPLICANT/PERMITTEE AGREES:

1. To maintain and replace marker posts after they have been initially provided by and installed by county personnel.
2. To keep all vegetation within the posted area trimmed or removed according to the standards shown in Exhibit "A". (All vegetation in zone "1" will be trimmed to a height of four inches or less).
3. If the area is not maintained according to the standards in Exhibit "A", Jackson County will notify Permittee in writing of the violation. Permittee will have 20 days from the date of the notice to bring the entire area in the agreement into compliance with the standard. If the vegetation is not removed according to the standard, the permit will be revoked, the signs will be removed and normal maintenance practices by Jackson County will be resumed, which may include the use of herbicides.
4. This permit is valid for a period of three years. The renewal date is the beginning of the calendar year. A renewal letter will be sent to Permittee when the term is expiring. Failure to renew will result in Jackson County resuming normal maintenance practices. Permittee may terminate this agreement upon written notice at any time.
5. All work should be done so as not to encroach on the roadway. If encroachment is necessary, traffic control will be established in accordance with the current edition of the "Oregon Temporary Traffic Control Handbook".
6. Permittee undertakes his/her responsibilities under this agreement at his/her own risk. Permittee shall indemnify Jackson County, its agents and employees and hold them harmless from any and all liability for damages, costs, losses and expenses proximately resulting from Permittee's failure to perform fully hereunder. Permittee further agrees to defend Jackson County, its agents and employees, against all suits, actions, or proceedings brought by any third party against Jackson County, its agents and employees which suit, action, or proceeding is brought to recover damages or other compensation arising from Permittee's acts or omissions under this permit agreement.

THE COUNTY AGREES:

1. To provide fiberglass delineator markers to be installed by county personnel at the property boundary lines unless another location has been agreed upon by both parties in advance.
2. To refrain from applying herbicides at and along the roadside between the visible posted markers.
3. To inspect the posted area and notify Permittee in writing if the area is not meeting the maintenance standard at least twenty days before resuming normal maintenance practices.

Applicant declares he/she is the owner or lessee of the real property abutting the above described road, has an easement, or other lawful authority to apply for this permit. This permit is issued subject to the provisions contained herein.

SIGNATURE: _____

DATE: _____

Please return form to: 200 Antelope Road
White City, OR 97503



Date received by Jackson County: _____