

TOWN OF THREE LAKES

ONEIDA COUNTY

P.O. BOX 565

THREE LAKES, WI 54562

(715) 546-3316 FAX (715) 546-3384

***PERMIT TO DISTURB TOWN HIGHWAY RIGHT OF WAY
IN THE TOWN OF THREE LAKES***

Contractor Name & Phone #

PERMIT FEE \$50 (non-refundable)

SECURITY DEPOSIT \$ _____

Location of Excavation or Bore

Date Paid: _____

Permittee/Owner Name & Phone #

Date Inspected: _____

Inspected by: _____

Date Refunded: _____

Amount Refunded: _____

The Permittee hereby agrees to the following conditions:

Will the above require boring or pavement cuts? *(Circle one)*

If excavation includes pavement cuts on a Town of Three Lakes right-of-way it must be completed by a State of Wisconsin certified paving contractor. Work must be completed as a minimum in accordance with State of Wisconsin, Department of Transportation, Highway Construction Code.

Prior to paving, the excavated area must be brought up to grade and kept at grade until the area is paved. Re-paving of the excavated area must be completed within thirty (30) days from the start of excavation.

(The entire area of excavation must be replaced to the condition in which it was in prior to the excavation)

The Three Lakes Town Foreman must inspect all completed work and accept the work as up to the standards specified in this Permit.

The Security Deposit is based on the size and scope of the project. The Security Deposit is payable to the Town of Three Lakes and must be deposited before excavation work can begin. If in the Three Lakes Sanitary District, the district must be contacted first to obtain proper paperwork. Please contact the Town Office at 715-546-3316 with questions or clarification.

Upon inspection and acceptance of the repaving as being complete and up to the standards as specified herein, the Town of Three Lakes will refund the Security Deposit in its entirety to the Permittee. In the event the repaving is not up to standard, and the Town must effect remediation, the Security Deposit will be reduced by the amount of the costs incurred, and the balance of the Security Deposit will be refunded to the Permittee.

Signature: _____ Print Name: _____ Date: _____

Form Updated 05/01/14

**WAIVER OF LIABILITY AND HOLD HARMLESS RELEASE
FOR RIGHT OF WAY EXCAVATIONS**

1. The Permittee/Owner of record on the attached Permit to Excavate indemnifies and holds harmless the Town of Three Lakes from any loss, liability, damage or costs, including court costs and attorney fees that the Permittee/Owner may incur due to participation in the excavation activity associated with this permit, at the time of construction or in the future, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.
2. As the Permittee/Owner of record on the attached Permit, it is my expressed intent that this Waiver of Liability and Hold Harmless Release shall bind me and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO TAKE LEGAL ACTION AGAINST the Town of Three Lakes. I hereby further agree that this Waiver of Liability and Hold Harmless Release has been construed in accordance with the laws of the State of Wisconsin.
3. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT: a) I have read this Waiver of Liability and Hold Harmless Release, b) I understand it and sign it voluntarily as my own free act and deed; c) no oral representations, statements, or inducements apart from this written release have been made; d) I am at least eighteen (18) years of age and fully competent; and e) I execute this Release for full adequate and complete consideration fully intending to be bound by same.

Permittee/Owner (signature)

Permittee/Owner (printed)

Date