

Petitioner
District
Area
Sub-Area

Kansas Department of Transportation
Bureau of Maintenance
Highway Permit

Permit # _____
Route _____
County _____

Harvesting Hay on Highway Right-of-Way

This Agreement, is entered into between the Secretary of Transportation of the State of Kansas, ("Secretary") and

_____, (_____) _____
(Name of Firm or Individual) (Telephone Number)

_____, _____, _____, _____ ("Petitioner")
(Street) (City) (State) (Zip)

_____, (_____) _____
(Individual doing the actual haying if different than the petitioner) (Telephone Number)

The Secretary has jurisdiction over highway right-of-ways within the State Highway System of Kansas and

The Secretary believes it is in the interest of the Citizens of the State of Kansas to permit certain work to be performed upon Highway right-of-ways and

The Petitioner requests permission from the Secretary to harvest hay from the state highway right-of-way for Petitioner's use and benefit, subject to the provisions of this permit. Harvesting of hay is to be accomplished by mowing designated portions of the right-of-way and baling the clippings from such mowing.

DESCRIPTION (List each location separately)

1. Route: _____, Beginning : _____ Reference Marker: _____, Ending: _____, Reference Marker: _____, Distance: _____ (miles), Side (N-E-S-W or Both) _____.
2. Route: _____, Beginning : _____ Reference Marker: _____, Ending: _____, Reference Marker: _____, Distance: _____ (miles), Side (N-E-S-W or Both) _____.
3. Route: _____, Beginning : _____ Reference Marker: _____, Ending: _____, Reference Marker: _____, Distance: _____ (miles), Side (N-E-S-W or Both) _____.

The Secretary has delegated full and complete authority to the District Engineers of the Kansas Department of Transportation (KDOT) to execute Highway Permit for and on the Secretary's behalf.

In consideration of the permission granted by the Secretary to utilize Highway right-of-ways in the manner described above, the terms and conditions of this permit, including Attachment 1, which is incorporated by reference are mutually agreed to by the Petitioner and the Secretary.

Harvesting hay on highway right-of-way by the Petitioner will be done with the full knowledge that the vegetation may contain chemical residue of automotive emissions and /or chemical herbicides used for vegetative control or other foreign substances.

In order to meet the requirements of Chapter 2, Article 13 of the Kansas Statute Annotated 2-1314, Control and Eradication of Noxious Weeds, the Petitioner acknowledges that they have reviewed the brochure provided with this permit concerning Noxious Weeds.

The Petitioner agrees to notify Area Superintendent _____, Tel. No. (_____) _____ one (1) week prior to cutting of hay is to begin.

All haying operations will be completed by August 15th in the year the permit is issued. The petitioner is allowed the 10 day window to remove the bales from the right-of-way. This permit is valid for one cutting per year.

I, the Petitioner, have read and accept the Requirements and Guidelines as stated on front and back of this permit, and agree to abide by them.

(Signature of Petitioner)

(Date of Applications)

Approved By: _____
(Area Engineer for District Engineer)

Permit Approval Date: _____

Harvesting Hay on Highway Right-of-Way Highway Permit Attachment 1

Permit

1. No person, firm or corporation shall mow any portion of the highway right-of-way without obtaining a written permit.
2. The permit application shall be submitted to the appropriate Area Engineer on forms provided by KDOT.
3. Haying permit applications will be accepted after January 1 for that year's mowing season.
 - a. Adjacent landowners will be given permit priority until March 31 of a given year.
 - b. After March 31, permits will be issued in order received.
4. There is no fee for a permit and the permit may be canceled at any time by either party, given 3 day written notice.
5. Permits are restricted to In-State applicants.
6. KDOT reserves the right to retain up to 20% of the bales harvested from the right-of-way as part of this permit agreement. The petitioner will be required to give KDOT one week notice before the start of any haying operations. KDOT will notify the petitioner at that time as to whether or not KDOT will retain any of the hay. The Petitioner shall deliver the retained bales to a location designated by KDOT within a 15 mile radius of the location of the permit at no cost to KDOT.
7. Poor performance, failure to comply with the requirements and guidelines may result in immediate termination of this permit.
8. Future permit may be denied for any reason. The Petitioner recognizes the permit contains no property right and no guarantee of future permits being issued.
9. Haying will not be permitted on Interstate Highway right-of-way.
10. All haying operations will be completed by August 15th.

Performance

1. All work shall be conducted in accordance with the requirements of this permit and attachments hereto.
2. All workers shall wear approved high visibility safety vest (ANSI/ISO 107-2004) class II, standard, 23 CFR Part 634.
3. Mowing shall be continuous within the designated area. Selective mowing and bale to avoid noxious weeds will be permitted.
4. The following area shall not be mowed:
 - a. Newly seeded areas where adequate vegetation is not established;
 - b. Sparse or marginal vegetative cover;
 - c. Within 8' of the shoulder edge of traveled lanes or ramps;

Performance (Continued)

- d. Slopes 3:1 or steeper slope, highly erodible slopes and waterways;
 - e. Designated "Wildlife Area", "Wildflower Area" or wetland areas;
 - f. Medians, interchange quadrants, rest areas, or other locations designated by KDOT;
 - g. Areas containing noxious weeds.
5. Vegetation such as native dogwood, sumac, wild plum, small saplings, etc. shall not be mowed or damaged.
 6. Vegetation shall be mowed to a minimum height of 5".
 7. Work shall be performed only when soil is dry enough to prevent rutting or damage to highway right-of-way.
 8. Operations will be permitted during daylight hours only.
 9. The highway right-of-way shall be in clean and neat conditions upon completion of work.
 10. All bales within 30' of a highway shall be removed immediately. All other bales shall be removed within 10 days of baling or they will be removed by KDOT personnel without compensation to the Petitioner, (reference item 6 & 7 under Permit section).
 11. Unattended equipment must be parked near the right-of-way line, but in no event shall unattended equipment be parked within 30' of the highway. Equipment shall not be left on right-of-way longer than 10 days.
 12. The location to access the highway right-of-way shall be determined by KDOT.
 13. Permit must be available on site with the person performing hay harvesting operation.

Liability

1. The Petitioner, his successor, or assigns shall assume all risk and liability for injuries, accidents, damages and loss that may occur to persons or property as a result of this work conducted pursuant to this permit including any injury or damage which may result from debris, foreign objects or chemical contamination resulting from handling or feeding hay obtained through this permit. Petitioner shall indemnify and hold harmless the Secretary from any and all costs, liabilities, expenses, suits, judgments, or damages to person, to property, or claims of any nature arising out of or in connection with this permit or the actions of the Petitioner, Petitioner's employees, agents or sub-contractors.
2. KDOT make no warranties, either express or implied regarding the quality of hay obtained through this permit.
3. The Petitioner assumes all liability pertaining to the quality of hay obtained through this permit.
4. The Petitioner shall be liable for any damage to KDOT highway right-of-way, fences, signs, guardrail, trees and shrubs or appurtenances as a result of this work.