

KANSAS DEPARTMENT OF TRANSPORTATION
Bureau of Construction and Maintenance

Co. Weed Superv.
Petitioner
District
Area
Sub-Area

Permit # _____
Route _____
County _____

HIGHWAY PERMIT

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) (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 and authority from the Secretary to mow portions of the State Highway right-of-way, to bale and keep clippings from such mowings as Petitioner's sole compensation. Mowing and haying to be accomplished at the location(s) described below:

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 Permits 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 are 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 12 of the Kansas Statute Annotated 2-1314, Control and Eradication of Noxious Weeds, the Petitioner agrees to consult with and obtain the signature of the County Weed Director.

_____, County Weed Director Tel. No. (_____) _____
(Petitioner must secure the County Weed Director's signature prior to Permit approval).

The Petitioner agrees to notify Area Superintendent _____, Tel. No. (_____) _____
when cutting of hay is to begin.

The duration of this permit will be for one calendar year ending December 31.

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 Application)

Approved By: _____
Area Engineer for District Engineer

PERMIT APPROVAL DATE: _____

HARVESTING HAY ON A 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. Poor performance, failure to comply with requirements and guidelines may result in immediate termination of this permit.
6. Future permits may be denied for any reason. The Petitioner recognizes the permit contains no property right and no guarantee of future permits being issued.

Performance

1. All work shall be conducted in accordance with the requirements of this permit and attachments hereto.
2. Mowing shall be continuous within the designated area. Selective mowing is prohibited. Selective baling is allowed.
3. The following areas 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;
 - 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.
4. Vegetation such as native dogwood, sumac, wild plum, small saplings, etc. shall not be mowed or damaged.
5. Vegetation shall be mowed to a minimum height of 5".

Performance (Continued)

6. Work shall be performed only when soil is dry enough to prevent rutting or damage to highway right-of-way.
7. Operations will be permitted during daylight hours only.
8. The highway right-of-way shall be in clean and neat condition upon completion of work.
9. 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.
10. Unattended equipment must be parked near the right-of-way line, but will in no event shall unattended equipment be parked within 30' of the highway.
11. The location to access the highway right-of-way shall be determined by KDOT.

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, judgements, or damages to persons, 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 makes 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.