

Applicant Certifications – Ecusta Trail Non-Utility Encroachments

Applicants for a non-utility encroachment onto the Ecusta Trail property must submit a signed copy of this document before any encroachment applications can be processed by Henderson County. All non-utility encroachments will be permitted under the County's non-utility encroachment agreement policy.

Hold Harmless and Indemnify: In consideration of being allowed to place items, work on or within Ecusta Trail property, I hereby release, absolve, indemnify, hold harmless, and waive all claims against the Henderson County Government and Ecusta Rails2Trails LLC. in the event of injury, illness, loss, or damage to any personal property or clothing. I further understand that the county, or any of its agents or employees, will not provide any form of medical insurance, and that any expenses incurred as a result of any injury or illness sustained by me are my own responsibility.

Encroachment Terms and Conditions: In making this application for an encroachment, the Applicant, on behalf of himself and his heirs, successors, and assigns, represents, acknowledges, and agrees to the following terms and conditions, which shall be incorporated by reference into the Ecusta Trail Encroachment Permit:

1. Applicant represents that the proposed encroachment shall not adversely affect drainage on the Ecusta Trail property or adjoining properties or create debris buildup.
2. Applicant acknowledges and agrees that said Applicant is responsible for verifying that there is no conflict with existing or planned utilities prior to installation.
3. Applicant acknowledges responsibility for and agrees to keep the area in good repair and further acknowledges and agrees that Henderson County shall have no responsibility for maintenance of the encroachment.
4. Applicant acknowledges and agrees that Henderson County shall not be liable for repair or replacement of any items in the event that they are moved, damaged, or destroyed by virtue of the county's maintenance, use, or repair of the Ecusta Trail property, and does specially release the county from any liability for the same.
5. Applicant acknowledges and agrees that said Applicant shall reimburse Henderson County for any and all additional expenses which the county may incur as a result of the encroachment for necessary maintenance, use, or repairs of the subject property.
6. Applicant acknowledges and agrees that no improvements or alterations of a permanent nature will be permitted as an encroachment. Each agreement for an encroachment will be terminable by Henderson County at any time and for any reason, and the applicant will be required to remove the encroachment at its sole cost upon the expiration or termination of the agreement.
7. Applicant acknowledges and agrees that the proposed natural encroachments, such as plantings, vegetation, or similar, shall have additional requirements for approval, including, but not limited to, a signed maintenance agreement for the encroachment, required setback distances from the trail surface, or other requirements the county may deem necessary.
8. Applicant acknowledges and agrees that the proposed driveways or at-grade crossings shall have additional requirements for approval, including, but not limited to, supplemental information

about the crossing and all properties served, anticipated traffic levels, and initial plans, as well as any other requirements the county may deem necessary. Driveway and at-grade crossing applications will also require increased review from county staff.

Applicant Signature _____ Date _____