

**CEDAR LAKE TOWNSHIP
SCOTT COUNTY
STATE OF MINNESOTA**

TEMPORARY OVERWEIGHT PERMIT

_____, 20__

To Whom It May Concern:

This letter is to confirm that the Town Board of Cedar Lake Township, as the road authority pursuant to Minn. Stat. §164.02, Subd. 1, has granted the request of _____ (“Permittee”) for a permit to exceed the ____ ton weight limit on

_____ for hauling activities to take place during that period of time that State and County weight restrictions are in place starting _____ 20__ and continuing until such time that spring weight restrictions for 20__ are removed. This permit is granted pursuant to the following conditions:

1. All construction vehicles shall use the Subject Property as a place to turn around and shall not proceed further down subject roadway than the Subject Property.
2. This temporary permit expires on _____, 20__.
3. No construction vehicles shall exceed the ____ ton axel weight limit at any time.
4. The Township shall monitor the subject roads for any negative impacts resulting from the increased weight of the construction vehicles including, but not limited to, extensive damage to the roads or unfavorable subgrade conditions.
5. The Township reserves the right, in its sole discretion, to modify or revoke this permit at any time upon giving written notice to the Permittee. Any changes in the permit shall be immediately conveyed to the Scott County Sheriff’s Department.
6. If this permit is modified or revoked by the Township, Permittee agrees that they shall immediately notify all contractors of the change in permit status.
7. Permittee shall incorporate in their subcontracts notice of the terms and conditions of this permit and the requirement that each subcontractor shall immediately notify each of their employees of any changes in the permit status. Upon notification, all contractors shall comply with any modifications or revocation of this permit.
8. Unless otherwise agreed by the Township Engineer, Permittee shall repair any Township roads damaged as the result of Permittee activities carried out pursuant to this Permit within thirty (30) days of being notified by the Township. Where severe damage has occurred, which produces unsafe driving conditions, Permittee shall repair the damaged road immediately. In the event that the Permittee fail to repair any Township roads in accordance with the terms and conditions of this Permit, the Township may cause the necessary repairs to be completed and bill the Permittee. Permittee agrees that upon being billed by the Township that Permittee shall pay the invoice within thirty (30) days.
9. Permittee warrants to the Township for a period of one year from the date the Township Engineer accepts in writing the finished repairs to any Township roads repaired under the terms of this Permit, that all such repairs have been constructed to their condition for the type of road that existed prior to the use of the road by the Permittee and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship.

10. It is understood and agreed that Permittee shall reimburse the Township for all administrative, legal, planning, engineering and other professional fees and costs incurred in the creation, administration, enforcement or execution of this Permit. Property Owner agrees to pay all such costs within thirty (30) days of billing by the Township. Bills not paid within thirty (30) days of billing by the Township shall accrue interest at the rate of 6% per year. Further, if the Permittee fails to pay said amounts, then the Township may specially assess the costs thereof against any property owned by Permittee within the Township and/or bring legal action against Permittee to collect any sums due to the Township pursuant to this Agreement, plus all costs, engineering and attorney's fees incurred in enforcing this Permit. Should the Township assess Permittee's property pursuant to the terms of this Agreement, Permittee, their successor or assigns, agree not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes §366.012 or any other relevant statute(s).

11. Other conditions: _____

Permittee's signature on this permit indicates an understanding and agreement to the above terms.

Permittee

Your cooperation and courtesy in this matter is greatly appreciated. If you have any questions, please do not hesitate to contact me at 612-308-0871 or any member of the Town Board at the number listed above

Sincerely,

Lorie Speltz, Clerk
Cedar Lake Township

Cc: Scott County Sheriff's Department