

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

VEGETATION CLEARING AGREEMENT
[Title 69 Oklahoma Statutes § 1275(e)]

DIVISION NO.: _____

COUNTY: _____

HIGHWAY NO.: _____

MAINTENANCE DISTRICT: _____

APPLICANT:

DISTRICT PHONE: _____

SIGN REGISTRATION NO.: _____

(If applicable)

<p>ODOT Representative: <i>complete checklist on back of this form</i></p> <p>NAME (print): _____</p> <p>TITLE: _____</p>
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NAME (print): _____

TELEPHONE NO.: _____

APPLICANT REQUESTS PERMISSION TO TRIM OR REMOVE BRUSH AND/OR TREES FROM STATE RIGHT-OF-WAY LOCATED IN FRONT OF A LEGAL OUTDOOR ADVERTISING SIGN. THE WORK SHALL BE ACCOMPLISHED IN THE CLEARANCE AREA AND WITHIN THE PERIOD DESCRIBED BELOW:

Removal to Begin: _____
(date)

For a period of _____ days.
(up to 180 days)

DESCRIPTION:

Sign located _____ miles (N-S-E-W) _____ of Jct. _____ sign facing (N-S-E-W) _____

Name of property owner upon which you maintain the subject sign: _____

Applicant must provide written consent statements from any and all property owners who own property adjacent to the State right-of-way from the beginning contiguous to the end of the clearance area.

LIABILITY INSURANCE:

(A certificate of insurance or copy of insurance policy is attached)

Name of Policy Holder: _____

Policy Number: _____

Company Assuming Insurance: _____

Expiration Date of Policy: _____

Body Injury Amount: _____

Property Damage Amount: _____

Applicant will fully protect traffic on the highway during activities covered hereunder, and to hold harmless the Oklahoma Department of Transportation, its officers and employees from all damages, expenses, claims or liability arising out of any alleged damages of any nature, to any persons or property due to the performance, or non-performance, of the work described herein. All necessary traffic control will be in conformance to the Manual on Uniform Traffic Control Devices and current Department Standards and Specifications.

The Applicant shall furnish satisfactory evidence to the Department of the following:

- Liability insurance with the Department endorsed as an additional named insured to the extent of the State's liability under the provisions of the Governmental Tort Claims Act, 51 O.S. § 151 et seq.
- \$200 permit fee.
- Clearance agreement from all property owners adjacent to the highway right-of-way in the clearance area.

Certification:

- Accreditation by the Tree Care Industry Association
 - or
 - Arborist certified by the International Society of Arboriculture
- Comprehensive traffic control plan.
- Work site access plan.
- Debris disposal plan.
- Notarized copy of Commission Rule Title 730: Chapter 35, Subchapter 5, Subsection 18: *VEGETATION CLEARING AGREEMENT*.

DIVISION ENGINEER *signature*

APPLICANT *signature*

Applicant Mailing Address

STATE OF OKLAHOMA)
) §§
COUNTY OF _____)

Signed before me, a Notary Public, in and for said county and state on this ____ day of _____, 20____, personally appeared the Applicant, _____, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he or she executed the same as a free and voluntary act and deed for the purpose therein setforth.

Witness my hand and seal the day and year last above written.

(SEAL)

My Commission Expires: _____

NOTARY PUBLIC / COMMISSION NUMBER

OKLAHOMA ADMINISTRATIVE CODE
Title 730: Chapter 35, Subchapter 5, Subsection 18
VEGETATION CLEARING AGREEMENT

Section 1 Purpose: It is the purpose of this subsection to establish regulations which enable the Department to enter into written agreements with outdoor advertising sign owners to allow such to perform vegetation management on state highway right-of-way for the purpose: to make visible or ensure future visibility of the facing of a legal outdoor advertising sign.

Section 2 Application: The regulations of this subsection are applicable to any person, firm or corporation who intends to perform brush or tree trimming or removal on State highway right-of-way.

Section 3 Definitions: The following words or terms, when used in this subsection, shall have the following meaning pursuant to 730: 35-5-3, unless the context clearly indicates otherwise:

(a) "Permittee" means a person, firm or corporation who has applied for and received a permit from the Department for the express purpose of removing brush and/or trees from the state highway right-of-way.

(b) "Clearance Area" means the area of State right-of-way adjacent to property upon which a legal outdoor advertising sign is located, on which said sign owner wishes to remove vegetation. The area shall not exceed eight hundred (800) feet in length, from any face of the sign, along the highway. This distance shall be determined by measuring horizontally along the highway from a line perpendicular from the support pole, nearest the highway, of the sign to the centerline of the highway.

(c) "Adjacent Property Owners" means any person, firm or corporation owning property which is located adjacent to a Clearance Area, as defined in this subsection. Applicant must submit written consent from any such property owner when making application for a clearance permit.

Section 4 Vegetation Management Permits:

(a) No person, firm or corporation shall trim or remove brush or trees from any portion of the State highway right-of-way without first obtaining a written permit from the Department.

(b) Application for a clearance permit shall be submitted to the appropriate Field Division Engineer using forms provided by the Department.

(c) Upon issuance, a permit shall be valid for a duration of up to six (6) months.

(d) The fee shall be \$200 per Clearance Area.

(e) A copy of the approved clearance permit shall be available on the worksite for inspection at all times.

(f) No clearance permit shall be issued for a sign which has been deemed illegal by the Outdoor Advertising Control Branch due to violations of the Highway Advertising Control Act of 1968 and/or this same Title.

(g) Permittee will not occupy or operate any equipment within designated wildflower plots from initial growth until after the flowers have gone to seed.

Section 5 Responsibility for Damage Claims:

(a) The Permittee shall indemnify, save and hold harmless the Department, its officers and employees thereof against all suits, actions or claims of any character arising from any injuries or damage received or sustained by any person, persons or property which may arise as a result of the brush and tree removal operations of the said Permittee, or on account of, or in consequence of any negligence on the part of the Applicant in safeguarding his operations.

(b) The Permittee shall carry and keep in force a public liability and property damage liability insurance policy for any legal responsibility to the public during the permit period in the following minimum amount:

Bodily Injury \$300,000 Each Claim

Property Damage \$100,000 Each Claim

General Aggregate Liability \$1,000,000 for any number of claims arising out of a single occurrence or accident.

The Permittee shall have the Department named as an additional insured on the Permittee's public liability and property damage liability policy to the extent of the State's liability under the provisions of the Governmental Tort Claims Act, 51 O.S. § 151 et seq., for payment of any amounts the Department may become legally obligated to pay.

(c) The Permittee shall be held responsible for any damage to fences, traffic signs, guardrail, or other highway features resulting from his operations.

(d) The Permittee assumes all risk of injury or damage to himself, his property or to others, or to the property of others which may result from debris, foreign objects or chemical contamination of such vegetative matter.

(e) It is the sole responsibility of the Applicant to ensure that proper agreement for clearance is granted from all adjacent property owners including but not limited to the owner of the property upon which the outdoor advertising sign is located.

(f) Trimming or removal of brush or trees on State highway right-of-way by the Permittee will be done with the full knowledge that the vegetation may contain chemical residue of automotive emissions and chemical herbicides.

Section 6 Trimming and Removal Operations: All operations upon the State highway right-of-way must be in accordance with the guidelines established in this permit and meet the approval of the Division Engineer. Failure to comply with the provisions of this subchapter shall be cause for immediate cancellation of this clearance permit and may result in revocation of any associated outdoor advertising permit and license.

(1) Special attention is directed to the following statement of work:

(A) Permittee is required to erect and maintain standard warning signs in advance of his operations. All equipment shall have the standard "Slow Moving" vehicle emblems. All signing will be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) current edition.

(B) Limitations:

(i) The Permittee will confine his operations to daylight hours and no work will be performed on Saturday, Sunday, or on State Observed Holidays.

(a) Permittee will notify the maintenance district office a minimum of twenty-four (24) hours prior to the beginning work.

(ii) When soil conditions are such that damage to the slopes is caused by vegetation management equipment, operations will be discontinued.

(C) All trees and brush to be cleared will be removed to ground level by cutting, sawing or mechanically severing the vegetation flush with the ground.

(i) Trees and brush will not be removed by pushing over or breaking out of the ground.

(ii) Grubbing of stumps will not be allowed. (No digging below ground level).

(iii) With the exception of treating stumps, Permittee shall not use herbicides on the State highway right-of-way. Nor shall Permittee broadcast herbicide from the State highway right-of-way onto any private property.

(D) Trimming of trees and brush will be performed in accordance with the American Standards Institute (ANSI) A300 publication titled *Standards for Tree Care Operations*.

(E) Companies performing trimming will be accredited by the Tree Care Industry Association or Arborist certified by the International Society of Arboriculture.

(2) All vegetation management activities shall be done in a workman-like manner and the cleared area shall be left in a neat condition upon completion of the work. Brush and tree removal will be contiguous within the designated area and selective clearing will not be permitted.

(3) All efforts will be made by the Permittee to prevent erosion from occurring as a result of vegetation management activities.

(4) Equipment necessary for this operation will not be left unattended on the right-of-way within thirty (30) feet of the roadway shoulder.

(5) Burning of brush piles will not be permitted and all brush and tree debris must be removed from the State highway right-of-way within ten (10) days after clearing.

(i) Brush and tree debris or chips will not be deposited upon or buried in the State highway right-of-way.

(ii) Piles of brush and tree debris or chips will not be placed on private property where they remain visible to motorists utilizing the highway facilities.

I have read the above rules and regulations and agree to abide by them as stated.

Signature of Applicant

Date of Application

STATE OF OKLAHOMA)
) §§
COUNTY OF _____)

Witness my hand and seal this _____ day of _____, 20____.

(SEAL)

NOTARY PUBLIC / COMMISSION NUMBER

My Commission Expires: _____