

**PERMIT AND/OR AGREEMENT REQUIREMENTS:**

Anyone wishing to perform work within Lakeside's right-of-way must complete the appropriate permit and/or agreement, and have the completed work approved by the Lakeside Association. At times, more than one permit and/or agreement and/or fee may be required for a project. Please review details to ensure you have applied for all needed permits/agreements. This is especially important to those who are building new structures in Lakeside.

Limitations on construction timing may apply.

**Important Guidelines for ALL Permits and/or Agreements:**

- **Permits and/or Agreements may only be signed and paid for by the Property Owner/Applicant.** These fees may be paid by cash, check, or credit card and must be received by the Lakeside Association before associated work may be completed.
- **Permits and/or Agreements.** Once issued, the permit and/or agreement will be valid for 90 days. This means that all work and repairs must be completed within this specified timeframe. If additional time is required to complete the project, please contact the Lakeside Association prior to the expiration. Extensions may be granted at the discretion of the Lakeside Association. If you are unable to meet these deadlines, and have not received an official extension, a new permit and/or agreement will be required along with an additional permit and/or agreement fee. **Permit fees are NON-REFUNDABLE.**
- Permits and/or agreements are required to list the name and mailing address of the property owner/applicant and the address of the property where the work is being completed. Plans, diagrams, or a descriptive narrative indicating the location, size, type of proposed work to be completed and fees should be included with the application.
- **Maintenance and safety of all traffic.** It is the property owner/applicant's responsibility to provide proper and timely notification to the Lakeside Association at least 24 hours prior to starting work. Ingress and egress to adjoining/adjacent properties during excavation and restoration must be provided at all the times. Upon timely notification, the Lakeside Association will determine a specific written detour route.
- Applicants must place stakes to indicate the area where the work will be completed. If you wish to perform work on the entire frontage, please mark both property lines and also the desired location of any specific work (i.e. gas line or water/sewer access). If stakes have not been placed at the time the application is submitted to Lakeside Association, the applicant **MUST** call the Lakeside Association office when they are set. This will be the Lakeside Association notification that you are ready for the initial field review.
- **Section 3781.28 of the Ohio Revised Code requires excavators to notify the Ohio Utility Protection Services (OUPS) at least 48 hours but not more than 10 days BEFORE COMMENCING excavation: 800-362-2764.**
- **Road Right-of Way Work Permits and Guarantees:** Fee of \$1,300 per Crossing (\$300 Permit Fee and \$1,000 Refundable Performance Guarantee). The performance guarantee of \$1,000 per crossing will be refunded one year AFTER COMPLETION of work, provided the final inspection shows the restorative work is acceptable.
- **Road Use Maintenance Agreements:** Any activities that, in the opinion of the Lakeside Association, would require the Association to incur additional costs to maintain a roadway as a result of the activity. Performance guarantee is equal to \$200 plus \$100 per 1,000 LF of roadway impacted. Performance guarantees will be refunded upon project completion and passing final inspection. The performance guarantee amount may be reduced to cover any extra inspection or administrative cost incurred by the Association to ensure the roadway is returned to a condition satisfactory to the Association.

Permit and/or agreement: # \_\_\_\_\_

Lakeside Association, 236 Walnut Avenue, Lakeside, OH 43440  
419-798-4461 | [designreview@lakesideohio.com](mailto:designreview@lakesideohio.com)

**INFORMATION SHEET**

Applicant Project Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

By: \_\_\_\_\_ Void Date: \_\_\_\_\_

**PROPERTY OWNER/APPLICANT:**

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please circle how you would like to receive the permit and/or agreement:    US MAIL            EMAIL

**CONTRACTOR INFORMATION:** *(submit this page for each contractor doing work)*

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY LOCATION: Circle which side of the road:** North South East West    **Stakes Placed:** YES NO

Address: \_\_\_\_\_

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

**Indemnification:** I the undersigned property owner, for his/her successors and assigns, covenants and agree to indemnify and hold Lakeside Association harmless for any and all claims whatsoever arising out of the work contained in this permit and/or agreement; and further agrees to promptly restore said right-of-way to its original condition, and in the event the above work is removed, to waive any and all claims for damages, including the repair and restoration of said right-of-way. I will not hold Lakeside Association responsible for damage to any utility placed in the roadway right-of-way due to regular repair and maintenance of roadway.

**Acknowledgement of Guidelines and Special Requirements:** The applicant has reviewed, understands, and agrees with the permit and/or agreement requirements contained in this application. If a permit and/or agreement is issued, the applicant agrees to comply with all terms, conditions and requirements stated herein and any further conditions stipulated with or attached to the permit and/or agreement. The applicant understands and agrees that failure to fully comply with the terms, conditions and requirements of the permit and/or agreement, or any change or use of the permit and/or agreement inconsistent with the stated terms and conditions, shall be considered a permit and/or agreement violation and cause for suspension, revocation, or annulment of the permit and/or agreement and appropriate legal action. The applicant understands and agrees that the Lakeside Association or their representative maintains the right to order the removal, reconstruction, relocation, or repair of any work performed under this permit and/or agreement, at the property owner’s sole expense. The property owner understands and agrees that the Lakeside Association or their representatives may revoke or terminate this permit and/or agreement or halt work at any time, for non-compliance with the terms, conditions and requirements set forth in this permit and/or agreement and its guidelines.

\_\_\_\_\_  
LAKESIDE ASSOCIATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROPERTY OWNER/APPLICANT

\_\_\_\_\_  
DATE

**ROAD RIGHT-OF-WAY WORK PERMITS AND GUARANTEES**

**Number of Crossings:** \_\_\_\_\_. **Fee: \$1,300 per Crossing Fee = Total:** \_\_\_\_\_. *Permit fee is \$300/per crossing (non-refundable)/ Performance guarantee is \$1,000 /per crossing (performance guarantee is refundable one year after completion of work provided the final inspection shows the restorative work is acceptable).*

Cable: \_\_\_\_ Electric: \_\_\_\_ Fiber Optic: \_\_\_\_ Gas: \_\_\_\_ Sanitary: \_\_\_\_ Water: \_\_\_\_ Storm: \_\_\_\_ Other: \_\_\_\_

Description of facilities to be installed: \_\_\_\_\_

Property Owner/Applicant Comments: \_\_\_\_\_

Lakeside Association or Inspector Comments/Recommendations: \_\_\_\_\_

**ROAD USE MAINTENANCE AGREEMENT**

(Roadway Use, Repair and Maintenance Agreement When Required)

**Length of Work Area\*:** \_\_\_\_\_. **Performance guarantee equal to \$200 plus \$100 per 1,000 LF of roadway impacted:** \_\_\_\_\_ = **Total:** \_\_\_\_\_

*Performance guarantee will be refunded upon project completion and passing final inspection. The performance guarantee amount may be reduced to cover any extra inspection or administrative cost incurred by the Association to ensure the roadway is returned to a condition satisfactory to the Association.*

**\*Length of Work Area includes the distance from the nearest gate along the shortest permissible route to the worksite plus the frontage of any property for which work is being performed.**

Property Owner/Applicant Comments: \_\_\_\_\_

Lakeside Association or Inspector Comments/Recommendations: \_\_\_\_\_

*For office use:*

**Permit(s)/Agreement(s) Applied for:**

Road Right-of-way Work Permits and Guarantees:	Fee:
Roadway Use, Repair and Maintenance Agreement:	Fee:
Total Fee:	
Date Paid:	
Check Number/ CC#/Cash:	

**Inspections:**

Initial Inspection Date:	By:
Follow-up Inspection Date:	By:
Date Work Completed:	
Final Inspection Date:	By:
Minus any extra inspection and administrative costs:	
Minus any additional costs not taken care of by the Property Owner/ Applicant:	
Costs that exceed the amount of the performance guarantee to be assessed to the Property Owner:	
Date approved for Refund:	By:
Performance guarantee Refund Issued Date:	
Performance guarantee Refund Amount:	Check #

## Lakeside Association Permit and/or Agreement Work Guidelines

1. There shall be no exterior construction during the Chautauqua season, other than emergency repairs. The Chautauqua season is from the Friday before Memorial Day through Labor Day.
2. Work in the right-of-way of Lakeside Association shall not direct surface water towards the road. This could cause ponding of water on the roadway and create a safety hazard.
3. All work areas will be evaluated by the Lakeside Association or their representative to determine that the work described on the permit and/or agreement can be done properly as well as give recommendations for things such as pipe size, type and grade.
4. All section corners, survey monuments and land markers must be referenced, protected and preserved. If any such monumentation is or may be disturbed, the Lakeside Association must be notified immediately. Any replacement work shall be done under the supervision of a Professional Surveyor. The cost of any such replacement shall be borne by the property owner.
5. The property owner shall arrange for the coordination and inspection of the work by contacting the Lakeside Association office at least two (2) working days before initiation of work and upon backfilling any work or any repairs as outlined in the attached specification page.
6. The property owner will construct the permitted work to the satisfaction of the Lakeside Association or their representative or said work will be liable for removal at the property owner's expense.
7. The acceptance of this permit and/or agreement shall constitute the complete agreement between the property owner and Lakeside Association and the Lakeside Association shall be held free from any claims for damages as a result of said work and/or any additional work associated with the permit.
8. This permit and/or agreement may be revoked by the Lakeside Association at any time for non-performance or non-compliance with any of the provisions herein. An inspector may be assigned full-time to the job by the Lakeside Association at the expense of the permit holder or guarantor to protect the interests of the Lakeside Association.
9. A copy of this permit and/or agreement and plan of work must be on the job site and available to the Lakeside Association at all times.
10. The permit holder or guarantor will be required to make any necessary repairs or relocation of facilities within, in or over the existing right-of-way. This will be performed promptly at the permit holder or guarantor's expense to accommodate any improvement or repairs undertaken by the Lakeside Association.
11. The property owner shall be responsible for any pavement and berm failure or trench settlement occurring within twelve months of completion of the project, if determined to have resulted from operations within the right-of-way.
12. In case of an emergency (i.e. water main break, cut utility, etc.) the permit holder or guarantor shall contact the appropriate utility owner, township, county and/or first responders immediately; to report the need for a closure, to ensure proper placement and warning signs or any other safety measures as soon as practicable.
13. The low point of final lawn grading shall be above the top of any conduit and then slope upward to the edge of the existing road berm. Driveways shall be crowned to direct water away from the roadway.
14. If you select to mail in the completed application and fee(s), include all documents: the Information Sheet, copies of the permit and/or agreement you are applying for, and a signed copy of this page. **Please retain a copy of this page for your reference.** Mail all forms and check to: Lakeside Association, 236 Walnut Avenue, Lakeside, Ohio 43440, Attn: Lakeside Development Administrator. Checks should be made payable to the **Lakeside Association**. If you have any other questions, please call us at (419) 798-4461.

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PROPERTY OWNER/APPLICANT

DATE

**Continue to next page if you are requesting a Road Right-of-Way Work Permit.**

Permit: # \_\_\_\_\_

### SPECIAL REQUIREMENTS FOR CUTTING AND EXCAVATION OF A PUBLIC ROAD

Reference: State of Ohio Department of Transportation, Construction and Material Specifications Latest Edition.  
Items #304, 301, 448, 411, 611, 614, 703

- The work area will be evaluated after the work is completed and again 12 months after completion. All work must be satisfactory in order for the performance guarantee to be refunded. If the work is **NOT** performed to the satisfaction of the Lakeside Association or their representative, the property owner shall make any and all necessary repair work as directed. Performance guarantee will be refunded 12 months after all construction and/or repairs are completed. The performance guarantee amount may be reduced to cover the extra inspection and administrative cost incurred by the Lakeside Association to ensure the repair work is completed to the Inspector's satisfaction. Failure to make specified repairs may result in the forfeiture of the performance guarantee. Costs associated with corrective actions which exceed the amount of the performance guarantee may be assessed to the property owner.
- Excavated trench edges in asphalt or concrete roadway surfaces shall be saw cut, parallel to each other and perpendicular to the edge of the roadway pavement wherever possible. The final saw cut shall be a minimum of one foot (1') beyond the limits of each trench on each side after installation of the subject pipe. Air chiseling or ripping of the pavement is **NOT** allowed.
- The trench shall be backfilled and compacted with acceptable granular material (ODOT Item #411 or #304 stone), not to exceed 4 inches (4") per lift using mechanical tampers to achieve proper compaction **to a minimum of 100% of the maximum** dry density for the selected backfill material. Water may be used to enhance compaction if drainage for free water is available. All backfilling shall conform to Item #611 of the ODOT Construction and Material Specifications Handbook, Latest Edition.
- The final pavement repair shall be a minimum of five inches (5") of Item #301 and two inches (2") of Item #448, Type 1, Surface Hot Mix Asphalt, or the thickness of the existing pavement, whichever is thicker. Hot Mix Asphalt shall conform to Item #301 and
- #448 of the ODOT Construction Material Specifications Handbook. The surface of the new asphalt shall be smooth and provide for uniform transitions between the new surface and the existing road surface. The final joint between new and existing asphalt shall be sealed with an appropriate asphalt joint sealer conforming to Item #705.04 of the ODOT Construction and Material Specification. All pavement repairs must be done within 48 hours of final backfilling. If, with the approval of the Inspector, temporary Cold Patch Asphalt is used, the final Hot Mix Asphalt must be in place within two (2) weeks after placing the Cold Patch, weather permitting.
- All areas within the right-of-way limits, including pavement, berms, shoulders, and ditches, must be restored to the condition at the time the permit is issued, or better. Pavement marking that are covered or obliterated shall be remarked. All roadway structures and affected signage shall be restored or replaced. Drainage ditches or roadside ditches shall be restored to their former, or better, condition. Debris from work areas shall be removed from the right-of-way limits. No soil erosion or stream pollution shall be caused by this work and preventative measures shall be taken as required in accordance with current applicable storm water BMP's and regulations.
- If the purpose of the trench is for a storm sewer, then the type and size of conduit shall conform to the standards of the Ottawa County Engineer.
- The performance guarantee posted will be refunded only if all special requirements established by the Lakeside Association or their representative are met and the permit work and restoration are completed to the satisfaction of the Inspector.