

**Work Order Number:\***

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 \*This WO is \_\_\_\_ / is not \_\_\_\_ open for charges.

**Permit Number:**

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**Permit Issuance Date:** \_\_\_\_\_  
**Permit Expiration Date:** \_\_\_\_\_

**COUNTY OF ALAMEDA PUBLIC WORKS AGENCY  
 ROADWAY ENCROACHMENT PERMIT**

This Permit is issued in accordance with Chapter 12.08 of the Alameda County General Ordinance Code

**Name & Address of Property Owner:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Phone Number:**

\_\_\_\_\_

**Name & Address of Contractor:**

TBD

\_\_\_\_\_

**Phone Number:**

\_\_\_\_\_

**Job Site Address:**

*BETWEEN ALAMEDA COUNTY LINE AND  
 SLENIC AVENUE IN LIVERMORE (2.5 MILES)*

(This statement to be completed by the Agency)

This permit is issued to the owner \_\_\_\_ / contractor \_\_\_\_ ;  
 if "owner" is checked, he/she is \_\_\_\_ / is not \_\_\_\_ exempt  
 from the requirement that work in the roadway be  
 performed by a licensed contractor.

The Applicant intends to perform the following work scope:

*INSTALLING & MAINTAINING TEMPORARY CONSTRUCTION AREA SIGNS  
 AND PORTABLE CHANGEABLE MESSAGE SIGNS*

**Licensed Contractor Declaration:**

I hereby affirm, under penalty of perjury, that I hold the following contractor's license, which is in full force and effect, under the applicable provisions of the State Business and Professions Code.

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**License Class and No.**  
 Contractor's Signature: \_\_\_\_\_

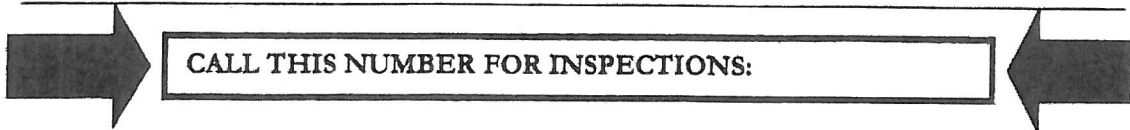
**Worker's Compensation Insurance Declaration:**

I hereby affirm, under penalty of perjury, that I will, during the performance of any and all work authorized by this permit, satisfy the requirements of the State Labor Code with regard to Worker's Compensation Insurance, as declared below:

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 I will maintain a certificate of consent to self-insure.  
 I will maintain the following insurance policy:  
 Carrier's Name and Policy No.: \_\_\_\_\_

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 I will not employ any person in any manner so as to become subject to the worker's compensation laws of the State.  
 Owner's/Contractor's Signature: \_\_\_\_\_

All work and/or access shall be performed in accordance with the requirements of Chapter 12.08 and, unless otherwise specified below, shall be fully compliant with each of the terms and conditions of the attached General Provisions:



<b>Bond Information:</b>	Insp. Fee ____ or Deposit ____:
BY: _____, Alameda County	Work Completed (Date): _____
Inspector: _____	
I certify that the information that I have entered into this permit application is correct, and I agree to comply with all of the terms and conditions and other requirements of the issued Permit.	
_____ Signature of Applicant	_____ Date

**THIS PERMIT IS INCOMPLETE WITHOUT THE ATTACHED GENERAL PROVISIONS**

## INSPECTION REQUIREMENTS

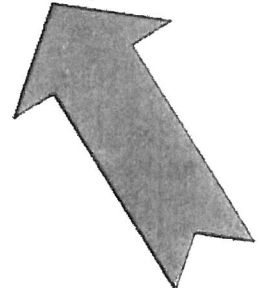
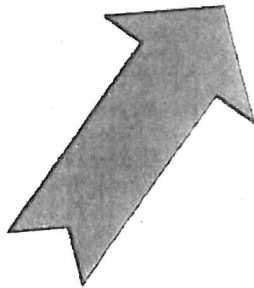
- All encroachments authorized by this Permit shall be subject to monitoring, inspection, and/or testing by a County representative; notify the County before you start work by calling the number on the front of this form.
  
- If the face of this Permit is marked to indicate that the assigned County work order is open for charges, a job account will be opened and the assigned inspectors and other representatives will charge the actual cost of all required tests and inspections against this account. All cost overruns must be resolved prior to closeout of this Permit. Any underruns will be returned to the Permittee as soon as possible following the closeout.

### CAUTION!

Most traffic signals and some streetlights are connected to their power sources with underground wiring. Many signals are also wired to traffic detector loops buried in the roadway. None of these County-owned wiring runs are included in the Underground Service Alert (USA) review and marking processes.

If you intend to excavate within 500' of a traffic signal, or in proximity to County-owned streetlights, you must contact the County traffic signal maintenance office at  
→(510) 670 - 5537←  
at least 48 hours in advance of the start of your planned work.

If you cause a signal outage, a streetlight failure, or other damage to County signal or streetlight facilities because you failed to contact the signal office to get the facilities marked, you will be billed for the full cost of our emergency response and repairs.



**COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY**

**General Provisions for Roadway Encroachment Permits**

**CAUTION:**

THE FOLLOWING PROVISIONS, UNLESS MODIFIED OR EXEMPTED ON THE FACE OF THIS PERMIT, ARE AN INTEGRAL PART OF EACH PERMIT - AND YOUR SIGNATURE ON THE FACE OF THIS PERMIT CERTIFIES THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THESE PROVISIONS AND ANY MODIFICATIONS THERETO.

The Agency reserves the right to suspend or cancel this Permit, without advance notice, if the Permittee fails to comply with the terms and conditions of these Provisions, or with any other terms and conditions of this Permit. In the event of such suspension or cancellation, the Permittee shall be held liable for all costs incurred by the County in securing and restoring the right-of-way.

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1. **PERMIT AUTHORITY:** This Encroachment Permit is issued in accordance with the provisions of Chapter 12.08 of the Alameda County General Ordinance Code.
  2. **ACCEPTANCE OF PERMIT REQUIREMENTS:** It shall be understood that any entry onto the encroachment site by the Permittee, or agents of the Permittee, for the purpose of performing the work or obtaining the access described herein shall be considered as evidence of the acceptance by the Permittee of all the terms and conditions and other requirements of the said Chapter 12.08 and of this Permit.
  3. **PERMIT AVAILABILITY:** This Permit, or a copy thereof, shall be kept available at the site of the authorized encroachment. It must be shown to any representative of the County or to any law enforcement officer, upon demand.
  4. **PERMIT SCOPE:** With the following exceptions, the scope of this Permit shall be limited to the authorization of an encroachment upon the right-of-way of an existing public roadway that is under the jurisdiction of the County of Alameda:
    - When specifically noted on the face of this Permit, this Permit may authorize the Permittee to encroach upon other County-owned property.
    - When specifically noted on the face of this Permit, this Permit may be used to enable the inspection, by a representative of the County, of improvements that are located upon private property which will be dedicated to the County for use as a public roadway or upon a private roadway which will be maintained by the County and part of a County Service Area.
  5. **PERMIT TERM:** Unless otherwise specified on the face of this Permit, the Permittee shall initiate the encroachment described herein within ninety (90) days of the date of issuance of this Permit and shall attempt to complete the encroachment prior to the expiration date of this Permit. In the event that the Permittee fails to satisfactorily complete all of the required actions by the expiration date, the County shall retain the right to either keep the Permit open pending such completions - or suspend the Permit in accordance with Provision 19.
  6. **CHANGES TO PERMIT:** No change to the location or character of the encroachment herein permitted shall be made without written authorization from the County. Contact the Permit Center, 399 Elmhurst Street, Hayward, CA 94544; (510) 670-5868.
  7. **RELATIONSHIP TO EXISTING AGREEMENTS:** In the event that the encroachment authorized by this Permit is located within an area which is subject to an existing agreement or easement with or for the County, this Permit shall be regarded as a notice/record of work and as a means of establishing certain safety or inspection requirements specifically for the said encroachment; no new or different rights or obligations other than those written into this Permit are intended to be created, and all existing rights and obligations of the agreement or easement are fully protected. In the case of conflict between an existing agreement/easement and these General Provisions, the terms and conditions of the agreement or easement shall prevail.

8. **DEDICATION OF PROPERTY TO THE COUNTY:** When specifically noted on the face of this Permit, the Permittee shall be required to prepare and submit a legal description and a plat map of property that will be dedicated to the County for use as a public roadway. This description and map must be accepted by the County before the close-out of this Permit.
9. **PERMIT TRANSFERABILITY:** This Permit is not transferable; no parties other than the Permittee or his/her employees, contractors, or consultants are authorized to have access or to do work under this Permit.
10. **INSPECTION AND APPROVAL:** All encroachments authorized by this Permit are subject to monitoring, inspection, testing, and final approval by a representative of the County. Unless otherwise specified on the back of this Permit, the Permittee shall be responsible for coordinating with an inspection office of the County. The assigned inspector will prescribe the required inspection and test points and define all of the other submittal or review requirements. The Permittee shall then be responsible for notifying the inspector at the appropriate times and for furnishing the required data or samples to the inspector in a timely manner. The County reserves the right to collect additional inspection fees for re-inspection in the event that the work is not ready for review at the time of an inspection request, or if the work is judged to be non-conforming or otherwise unacceptable to the County Inspector.

**CAUTION:**  
ALL OF THE COUNTY INSPECTION OFFICES OR OTHER REPRESENTATIVES OF THE COUNTY WILL REQUIRE 1-3 DAYS ADVANCE NOTICE TO ARRANGE A SITE INSPECTION OR OTHER REVIEW. CHECK WITH YOUR ASSIGNED INSPECTOR BEFORE YOU SCHEDULE A CONSTRUCTION OPERATION THAT REQUIRES INSPECTION BY THE COUNTY.

**WARNING:**  
IF THE ENCROACHMENT IS COMPLETED WITHOUT THE NECESSARY INSPECTIONS OR TESTS, THE COUNTY RESERVES THE RIGHT TO REJECT THE WORK OUTRIGHT - OR TO REQUIRE THAT THE PERMITTEE ENTER INTO A MAINTENANCE AND REPAIR AGREEMENT WITH THE COUNTY.

11. **TESTING AND CERTIFICATION:** All materials and equipment intended for use within the right-of-way, along with certain construction operations, will be subject to verification through testing and/or certification; the specific requirements for such testing/certification should be established by consultation with the applicable County inspection office listed on the back of this Permit.

Typical testing/certification requirements would include the quality and strength of concrete pours, the compaction of fill areas and trench backfills, the strength of reinforced concrete pipe, the quality and strength of fencing materials, and the operation of traffic signals and street lights. Manufacturer's certifications would also typically be required for precast structures and for any operating or safety equipment.

12. **START OF WORK:** The Permittee shall be responsible for notifying the County Inspection Office at (510) 670-5591, and/or the other designated County representative(s), prior to the start of work or access; see Provision 10. above.
13. **LIABILITY AND INDEMNIFICATION:** Neither issuance of this permit nor compliance with these provisions or any other conditions written into this permit shall relieve any person from responsibility, as otherwise imposed by law, for the death of or injury to any person or damage to any property.

To the fullest extent permitted by law, permittee shall indemnify, defend, and hold harmless the County and its boards, officers, employees, and agents (collectively "Indemnitees") from and against all claims, losses, damages, liabilities, or expenses, including reasonable attorney fees incurred in the defense thereof, for the death of or injury to any person or persons (including the permittee's or the County's employees) or damage to any property and/or business loss or economic harm that arises out of or is in any way connected with the issuance of this permit or with work performed by permittee or permittee's contractors, consultants, or agents under this permit (collectively "Liabilities").

The only exceptions to this duty to indemnify, defend, and hold harmless is for those Liabilities caused solely by the negligence or willful misconduct of any Indemnitees.

**WARNING: BY ACCEPTING THIS PERMIT, YOU ARE AGREEING TO DEFEND THE COUNTY FROM LEGAL CLAIMS AS DESCRIBED IN THIS PROVISION #13.**

14. **MAINTENANCE OF THE ENCROACHMENT AREA:** Upon initiation of the access or work authorized herein, the Permittee shall assume responsibility for the maintenance of the area of the encroachment and shall continue to hold this responsibility pending the close-out of this Permit.

Unless otherwise specified on the face of this Permit, the County will resume the responsibility for the maintenance of the modified encroachment area following acceptance of the improvements by the County.

When specifically noted on the face of this Permit, the Permittee will be required to enter into an agreement with the County concerning long-term maintenance of some or all of the improvements authorized herein. If required, such agreements must be executed prior to the close-out of this Permit.

15. **STANDARDS OF WORK:** All work authorized herein shall conform to those design guidelines and construction standards specified on the plans or in this Permit, subject to any field modifications directed by the County representative(s). The work shall be performed in a workmanlike, diligent, and expeditious manner – and shall be completed to the satisfaction of the Director of Public Works.
16. **PERMITS AND APPROVALS FROM OTHER AGENCIES:** This Permit may not be construed as allowing the Permittee to proceed without first obtaining all necessary approvals, permits, agreements, authorizations, or releases from all other public agencies having jurisdiction – nor may it be considered as relieving the Permittee from compliance with any of the restrictions imposed by such approvals, permits, agreements, authorizations, or releases.
17. **COORDINATION WITH UTILITIES AND OTHERS:** The Permittee shall be responsible for coordinating the access or work authorized by this Permit with those utility agencies/companies and others, including the County of Alameda, who own or maintain underground or overhead utility lines, equipment, and facilities in the vicinity of the encroachment.

**CAUTION:**  
ALL EXCAVATIONS IN THE RIGHT-OF-WAY REQUIRE A PRIOR CLEARANCE FROM UNDERGROUND SERVICE ALERT (USA); CALL (800) 642-2444.  
  
SEE ALSO PROVISION 18.

In the event that the Permittee encounters underground facilities or other obstructions not identified on the plans or by USA, such facilities or obstructions shall be secured and protected – as directed by the County Inspector; call (510) 670-5591.

18. **COORDINATION WITH THE COUNTY:** If the authorized encroachment includes excavation in the vicinity of a traffic signal or a street light which is connected to its power source by means of underground wiring, the Permittee shall be responsible for coordinating the said excavation with the County Signal Maintenance Office - since such signal/street light wiring runs or signal detector loops may not be included in the USA review described in Provision 17.

**CAUTION:**  
ALL EXCAVATIONS WITHIN 500' OF A TRAFFIC SIGNAL, OR IN THE VICINITY OF THOSE STREETLIGHTS WHICH ARE POWERED BY MEANS OF UNDERGROUND WIRING, REQUIRE A PRIOR CLEARANCE FROM THE COUNTY SIGNAL OFFICE; CALL (510) 670-5537 AT LEAST 48 HOURS IN ADVANCE.

If the authorized encroachment involves the installation or modification of traffic signals or associated equipment, the inspection and acceptance of all such work will be performed by the County Signal Office; notify that Office at (510) 670-5537 at least 48 hours before the start of any work.

If the encroachment requires the installation or modification of traffic markers, traffic markings, signs, or street lights, the Permittee may be required to coordinate with other departments of the Agency - if so directed by the assigned County inspector.

If the encroachment requires testing by the County Materials Testing Laboratory, all such tests will be directed and coordinated by the County inspector.

19. **SUSPENSION OR CANCELLATION OF THIS PERMIT:** This Permit may be suspended or canceled, at the discretion of the Director of Public Works of the County of Alameda, whenever the Permittee is performing in such a manner so as to threaten the safe usage of the right-of-way by the public or by the Permittee.
20. **PROTECTION OF VEHICULAR TRAFFIC:** The Permittee shall be fully responsible for the protection of the public traveling through, around, and adjacent to the encroachment site at all times, including both working and non-working hours. All temporary traffic control (TTC) shall, as a minimum, meet the requirements of Part 6 of the most recent version of the California Manual on Uniform Traffic Control Devices (California MUTCD), subject to field changes required by the assigned County inspector.

The use of TTC facilities, devices, or personnel in a manner that does not comply with Part 6 of the most recent version of the California MUTCD is prohibited, unless expressly approved by the assigned County inspector.

21. **PROTECTION OF PEDESTRIAN TRAFFIC:** Wherever existing sidewalks or roadway crosswalks are blocked by an encroachment, the Permittee shall be responsible for establishing and maintaining a safe pedestrian passageway, in accordance with the requirements of Part 6 of the most recent version of the California Manual on Uniform Traffic Control Devices (California MUTCD). In the event that the encroachment is associated with the implementation of a building permit authorizing construction on the adjacent property, the said passageway shall also conform to all applicable conditions of that building permit.
22. **ROADWAY CLOSURES:** All encroachments shall be conducted so as to cause the least possible inconvenience to the traveling public and to the residents and users of the adjacent property. Unless a complete blockage of the roadway is authorized by a resolution of the Board of Supervisors of the County, and except for those temporary roadway closures conducted in accordance with "Typical Application 13" of Part 6 of the most recent version of the California Manual on Uniform Traffic Control Devices (California MUTCD), all travel lanes of the affected roadway(s) shall remain open and operative between 6:00 a.m. and 9:00 a.m. and between 3:30 p.m. and 6:00 p.m. every day. During the period between 9:00 a.m. and 3:30 p.m. on regular weekday working days (Monday through Friday), portions of the roadway travel lanes may be closed for construction, but at least one travel lane must remain open for controlled two-way through travel in accordance with the appropriate provisions of the California MUTCD.
23. **PASSAGE THROUGH THE ENCROACHMENT SITE:** Unless specifically exempted on the face of this Permit, the Permittee shall be responsible for providing reasonable access through the encroachment site to all those adjacent properties that were previously accessible from the right-of-way.

<p><b>CAUTION:</b> YOU WILL BE RESPONSIBLE FOR ASSURING THAT EMERGENCY VEHICLES CAN PASS THROUGH OR AROUND THE ENCROACHMENT SITE AT ALL TIMES.</p>
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24. **STORAGE OF EQUIPMENT/MATERIALS IN THE RIGHT-OF-WAY:** No stockpiling of any materials or storage of any non-vehicular construction equipment shall be allowed within the roadway right-of-way without the approval of the County inspector.
25. **DAILY CLEAN-UP OF THE RIGHT-OF-WAY:** At the end of each working day, the Permittee shall clear the roadway travel lanes and driveway entrances of all obstructions and debris, make all sidewalks and roadway shoulders safe, and backfill all excavations in or adjacent to the roadway travel lanes. In the event that the said backfilling cannot be properly completed, steel plate bridging may be used, provided that the plates and the installation methods conform to the most recent version of the State Department of Transportation steel plate bridging provisions (TR-0157).
26. **FINAL CLEAN-UP:** Upon completion of the authorized access or work, the Permittee shall promptly remove all construction materials and debris from the site of the encroachment. The affected right-of-way, including all



gutters, ditches, inlets, and drain lines in or adjacent to the encroachment, shall be left in at least as presentable a condition as existed before the start of the encroachment.

27. **REPAIR OF DAMAGE:** The Permittee shall be fully responsible for the prompt restoration of any portion of the right-of-way which is damaged as either a direct or an indirect result of the access to, work on, or maintenance of the authorized encroachment. If a damaged right-of-way is not promptly or adequately restored, the County may elect to perform all necessary repairs at the Permittee's expense, applying the security deposit furnished for this purpose per Provision #37 and billing the Permittee for the reimbursement of any additional costs.
28. **REMOVAL OF MATERIALS/FACILITIES:** If this Permit authorizes removal of portions of the right-of-way, the affected facilities or materials shall be taken from the right-of-way and disposed of in a legal manner. The Permittee shall obtain all necessary disposal permits, agreements, licenses, or clearances – and shall furnish a copy of same to the County inspector, upon demand.

Notwithstanding the above, and unless otherwise specified in this Permit, all removed and recoverable inlet grates, manhole covers, manhole and inlet frames, signs, and other standard equipment items shall be cleaned and reused whenever possible. The County reserves the right to require that removed equipment which is not reused be returned to the County yard at 951 Turner Court, Hayward.

29. **DUST AND DIRT CONTROL:** If the work scope of this Permit includes excavation, filling, grading, rocking, graveling, or other activities that could cause contamination of the roadway pavement, the Permittee shall provide for regular cleaning of the encroachment site, including sweeping of the roadway pavement – throughout the period of construction. Hosing of the roadway is not allowed.

If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall be prepared to implement a formal Soil Erosion Control Plan, following approval of the Plan by the County.

30. **STORMWATER POLLUTION CONTROL:** Work scheduled during the rainy season (October 1 to April 15) may require the installation of sediment and erosion control devices to prevent the deposition of construction materials and/or loose soil into the local storm drainage system.

If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall be prepared to implement a formal Stormwater Pollution Prevention Plan, following approval of the Plan by the County.

31. **FUTURE ROADWAY RELOCATION/WIDENING:** In the event that a future improvement, widening, or relocation of the affected roadway necessitates the removal, modification, or relocation of any facility, structure, or equipment installed or modified by this Permit, said facility, structure, or equipment shall be so removed, modified, or relocated, at no cost to the County – if so requested and as directed by the County.
32. **MODIFICATION OF EXISTING ROADWAY FACILITIES:** Except for minor changes that can be made using County standard details, any modification of existing roadway facilities must be in accordance with plans that have been approved by the County.

If specified on the plans or in this Permit, or if so directed by the County representative, the Permittee shall submit detailed shop plans for approval, prior to construction, and/or record drawings following construction.

<p><b>CAUTION:</b> IF YOU ARE PLANNING TO MODIFY EXISTING COUNTY-MAINTAINED STRUCTURES, FACILITIES, OR EQUIPMENT IN THE ROADWAY RIGHT-OF-WAY, YOU MUST COORDINATE ALL SUCH CHANGES WITH A COUNTY INSPECTOR; CALL (510) 670-5591.</p>
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33. **REPLACEMENT OF EXISTING ROADWAY FACILITIES:** Unless otherwise specified in this Permit, roadway facilities, such as pavement, slabs, curbs and gutters, berms, sidewalks, driveway entrances, pavement stripes, pavement markers, pavement marking, traffic signs, survey monuments, street trees, traffic control equipment, street lights, drainage inlets and manholes, culverts, headwalls, swales, etc., that are planned to be removed as part of the encroachment shall be replaced in accordance with the approved plans, subject to field modifications directed by the County representative.

If specified on the plans or in this Permit, or if so directed by the County representative, the Permittee shall submit detailed shop plans for approval prior to construction and/or record drawings following construction.

**CAUTION:**  
IF YOU ARE PLANNING TO REMOVE, RELOCATE, OR REPLACE EXISTING COUNTY-MAINTAINED STRUCTURES, FACILITIES, OR EQUIPMENT IN THE ROADWAY RIGHT-OF-WAY, YOU MUST COORDINATE ALL SUCH CHANGES WITH A COUNTY INSPECTOR; CALL (510) 670-5591.

34. **DRAINAGE:** Existing drainage facilities, such as inlets, culverts, ditches, swales, pumps, channels, etc., that provide for storm water collection and runoff from the encroachment site shall not be altered, blocked, or otherwise disturbed, except as authorized by this Permit for the purposes of erosion and sedimentation control, or as directed by a representative of the County.
35. **EXCAVATION:** Unless otherwise specified on the face of this Permit, all excavation within the roadway right-of-way shall be in accordance with standard County guidelines – as directed by the County inspector. Note that rock wheel excavators or trenchless technology may be used only if specifically authorized by this Permit.

If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall submit detailed trenching and shoring plans for approval prior to construction.

If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall erect and maintain project notification signs at the excavation site. Such signs shall include the name and address of the excavator and the name and phone number of the responsible contact person.

The amount of excavation that can take place at any time within or adjacent to the travel lanes of the roadway shall be limited to that volume that can be filled or plated in accordance with the limitations of Provision 25 – but in no case shall the total length of open linear trenching within the right-of-way exceed 600 feet (180 meters).

36. **BACKFILLING:** Unless otherwise specified on the face of this Permit, all backfilling of trenches and other excavations shall be in accordance with standard County guidelines – as directed by the County inspector. All disturbed roadway surfaces shall be fully restored within fifteen (15) working days of the date of the original excavation.
37. **SECURITY DEPOSIT:** If so specified, the Permittee may be required to provide a security deposit as a condition of obtaining this Permit. The purpose of this security is to establish a funding source for the County in the event that emergency restoration of the right-of-way becomes necessary. The County reserves the right to require that the said security be kept in place for a reasonable period of time following the completion of the authorized work – or, in the case of certain types of equipment or facilities, held for the lifetime of the equipment or facilities. Any questions related to the return of a security deposit should be directed to the County Permit Center at 670-5868.
38. **CLOSING THE PERMIT:** It shall be the responsibility of the Permittee to notify the cognizant County representative(s) upon completion of the authorized access or work. Following such notification, the County will perform an inspection of the encroachment site to assure acceptability of the work and to verify restoration of the right-of-way per Provision 26. above. The County will continue to hold the Permittee responsible for maintenance of the encroachment, per Provision 14. above, and will retain any security deposits, pending the signoff of the Permit by the County representative(s).
39. **PERMIT PRECEDENCE:** This Permit is issued on the basis that there is no implied precedence established as to the need for, or the acceptability of, specific terms and conditions for future encroachments.