

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Floyd County, Indiana, hereinafter referred to as the Board and _____, hereinafter referred to as the Permittee, hereby agree that utility located at the following described location

is hereby granted a permit to be located within the highway right-of-way, in accordance with the attached drawings. In consideration with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted, or relocated on, over, along, or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the highway, or its construction or maintenance, or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except when Permittee has a compensable property right therein or when reimbursements of such costs is provided by law.
3. The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing, and removing the above described utility facilities, and to obtain permit before performing any of these functions on such facilities within the highway right-of-way.

4. The Permittee shall save harmless and indemnify the Board from any claim for damages or any nature whatsoever arising out of Permittee's negligence in connections with any work done pursuant to this agreement.
5. During the progress of any construction undertaken within the limits of the said highway in pursuance of hereof, the Permittee shall provide or cause to have present a work site, watchman and flagmen as may be reasonably required by the Board for safety and convenience of the public, and shall maintain and furnish or cause to maintain and furnish all barricades, signs, and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
6. All damage to drainage structures, roadbeds, pavement, and other appurtenances arising from the installation, maintenance, or repair of Permittee's utility facilities shall be repaired at the expense of Permittee. No portion of the pavement of any highway shall be disturbed without the prior permission of the Board. Upon completion of any work within the limits of the highway, all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
7. Any utility facility shall have four (4) feet of cover below the road surface.
8. The Permittee shall maintain the portion of the road disturbed for a period of one (1) year from the date of the completion of such work.

Floyd County, Indiana
Floyd County Representative
For Board of Commissioners

Authorized Utility Representative(s)

Dated this _____ day of _____
20____.

Dated this _____ day of _____
20____.

FEES: Please fill out the appropriate section below

For ROAD CUTS:

DIMENSIONS OF CUT = _____

AREA OF CUT = _____

FEE FOR CUT AREA = _____

ADMINISTRATIVE FEE = _____ **\$ 100.00**

TOTAL = _____

For BORING:

BORING FEE = _____

ADMINISTRATIVE FEE = _____ **\$ 100.00**

TOTAL = _____