

APPLICATION FOR PERMIT

Huntington, IN

Date: _____

Work Order #

TO THE HONORABLE BOARD OF
COUNTY COMMISSIONERS OF
HUNTINGTON COUNTY
201 N Jefferson Street
Huntington, IN 46750

APPLICATION FEE: \$100.00 (Made payable to Huntington County Highway Department)

Received By: _____
Date Received: _____
Receipt # / Check #: _____

Location of Work: CR _____ Between: CR _____ and CR _____

Side of the Road: N S W E

Gentlemen:

_____, hereinafter referred to as "PERMITTEE", hereby makes application for permission to bury necessary cable, pedestals, and attachments along and adjacent to the real estate described on Exhibit "A" attached, in Huntington County, Indiana. The attached print(s) show the exact locations, depth of trench, distance to be buried and type of road surface to be cut, if any. PERMITTEE hereby agrees to submit application for permit in triplicate and provide three copies of prints.

If this application for permit is granted, PERMITTEE hereby agrees to replace the disturbed portion of the highway adjacent right-of-way to its original condition and to backfill any trench opening by thoroughly tamping the backfilling in layers not to exceed four inches in depth, and to maintain the surface which has been disturbed in a smooth and uniform condition for a period of six months after the work is completed.

PERMITTEE agrees to assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application.

PERMITTEE agrees to repair, at PERMITTEE'S expense, any property damage as a result of this operation, including, but not limited to, damage to farm drainage tile and culvert tile.

PERMITTEE further agrees to give immediate notice to the Commissioners of Huntington County, Indiana, of any property damage caused by PERMITTEE in the operation which

PERMITTEE becomes aware of during such operation. Notice of any property damage caused by PERMITTEE and not detected by PERMITTEE shall be made in writing to PERMITTEE at the address provided below.

Any damage to farm drainage or culvert tile, or other damage of a minor degree, shall be repaired immediately by PERMITTEE, and PERMITTEE shall immediately provide notice of such damage and repairs to the Commissioners of Huntington County, Indiana.

The repair of any damage caused by PERMITTEE which was not immediately repaired shall be accomplished within thirty (30) days from the date the damage occurred or the date on which notice is provided to PERMITTEE that such damage has occurred. PERMITTEE agrees to notify the Commissioners of Huntington County, Indiana, of the exact date that the damage will be repaired.

In the event that PERMITTEE fails to effectuate the repairs to any property damaged within the thirty (30) day period provided for above, the Commissioners of Huntington County, Indiana, may cause any such repairs to be performed, and PERMITTEE shall bear the entire cost of such repairs and shall reimburse Huntington County immediately upon being provided with a statement for repairs.

Nothing in this agreement shall relieve PERMITTEE from liability for any damages caused by their operation, and failure to provide written notification, as provided for in this agreement, shall not relieve PERMITTEE from any obligations or liability with respect to any damage.

PERMITTEE agrees to notify Huntington County Highway Department in writing five (5) days in advance of the time of beginning of the work covered by this permit, and also to notify the local superintendent the day preceding the beginning of the work.

Failure to pay the Application Fee and acquire a permit before starting construction within the Huntington County road right-of-way may result in a \$1,000.00 fine.

Permit expires one (1) year after acceptance by Huntington County Commissioners. If work has not been performed within one (1) year of acceptance, applicant will need to reapply.

If the aforementioned conditions are not met to the satisfaction of the County Highway Supervisor, the County Commissioners may instruct the County Attorney to bring civil action against the Applicant for damages incurred.

The Applicant agrees to indemnify, defend, exculpate and hold Huntington County harmless, its officials and employees from any liability due to loss, damage, injuries or other casualties of whatsoever kind, or by whomever caused, to the person or property of anyone on or off the right of way arising out of or resulting from the issuance of this permit or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or material, whether due in whole or in part to the negligent acts omissions (1) Of the County, its officials, agents, or employees, or (2) Of the Applicant, his agents or employees or other persons engaged in the performance of the work, or (3) The joint

negligence of any of them, including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, or decree. The Applicant also agrees to pay all reasonable expenses and attorney fees incurred by or imposed on the County in connection herewith in the event that the Applicant shall default under the provisions of this paragraph.

Whenever possible, underground utilities shall be placed OUTSIDE the ditch line and shall run around and NOT under culverts and are to have a minimum cover of 32 inches, so as to prevent damage to the utility during routine ditching, culvert replacement & general road maintenance by county work crews. Ditches are to be repaired similar to what existed prior to work to the satisfaction of Huntington County. All disturbed areas shall have positive drainage off the road surface. All disturbed areas shall be seeded and mulched. Applicant shall be responsible for the control of erosion during and after construction until seeding has been established. To protect the traveling public, traffic control shall be performed by the applicant while working within the County right-of-way and shall be done in accordance with the uniform manual of traffic control devices.

Huntington County assumes no responsibility for damages caused to anyone because of either the location of or the placement of any temporary or permanent structure or other obstructions within the County right-of-way either during or after construction. This permit does not establish a permanent location for this utility. A change in location may be necessary in the future as the use of the right-of-way changes subject to the discretion of Huntington County.

Name of Applicant

Title

Address, City, State, Zip Code

Contact Person

Telephone Number / Fax Number

PERMISSION GRANTED:

BOARD OF COMMISSIONERS

DATE: _____