

APPLICATION AND PERMIT FOR UTILITY INSTALLATION AND IMPROVEMENTS

Application is hereby made to *HART COUNTY* by:

Utility

Owner: _____

Address: _____

for permission to construct, operate, and maintain the following described UTILITY FACILITY within the public right-of-way of County Road # _____ A/K/A _____

Description: _____

Location: _____

The utility facilities covered hereby shall be installed in accordance with the plans and specifications attached hereto and made a part thereof. Applicant agrees to comply with and be bound by the Hart County Utility Permitting Ordinance and all general provisions and special provisions shown on the reverse hereof, or attached hereto, during the installation, operation and maintenance of said utility permit this _____ day of _____ 200_ By:

Signature

Witness

Title

Permission is granted for the above described utility facility encroachment in accordance with the plans and provisions hereof. This permit is to be strictly construed and no work other than that specifically described above is hereby authorized.

Permit granted this _____ day of _____, 200_.

By: _____
Public Works Department

By: _____
County Administrator

It is expressly stipulated that this is a license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in the holder.

Whenever necessary for the construction, repair, improvement, maintenance, safe and effective operation, alteration or relocation of all or any portion of the highway, as determined by the County, any or all of said facilities and appurtenances authorized hereunder shall be immediately removed from the right-of-way, or reset or relocated thereon, as required by the Public Works Director, and at the sole expense of the *permittee* unless reimbursement is authorized by separate agreement. Should the *permittee* fail to remove or relocate its facilities, upon due notice from the County, *permittee* shall be liable for any extraordinary costs or damages incurred by the County as a result thereof.

Applicant agrees to indemnify and hold harmless the County and all officers, employees or agents of the County or any political subdivision thereof, against any and all claims, damages, actions, causes of action, cost and expenses of any nature, which may result from any injury to, or the death of, any persons or from the loss of, or damage to, property of any kind or nature, when such injury, death, loss or damage arises out of the construction, operation, maintenance, repair, or relocation of the facilities covered by this permit.

The County, its engineers, officers, or employees shall not be held responsible or liable for the injury or damages that may occur to facilities covered by this permit, or to any connection or connections thereto, by reason of road maintenance and construction activities or road contractor or permittee operations. The County's contractor shall not be held liable for any damage that may occur to utility facilities if the *permittee* has been notified of a construction conflict and given a stated amount of time to mark or relocate its facilities, but has failed to do so.

If the County undertakes to improve this road it shall be the responsibility of the *permittee* to plan with the County and its contractor a schedule which will clearly set forth at which stage of operations the *permittee* will be required to perform any adjustments to its facilities necessary to accommodate the road improvements.

It shall be the responsibility of the *permittee* to adhere to all applicable provisions of the Department of Transportation's UTILITY ACCOMODATION POLICY AND STANDARDS as incorporated by reference in the County's Utility Permitting Ordinance.

During the initial installation or construction of facilities authorized by this Permit, or during any future repair, removal or relocation thereof, or any miscellaneous operation, the *permittee* shall, at all times, maintain flagmen, signs, lights, flares, barricades, and other safety devices in accordance with the Department of Transportation's MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, and any means necessary to properly protect traffic upon the road and to warn and safeguard the public against injury or damage.

It is the *applicant's* responsibility to verify the limits of public right-of-way for location of the utility facilities authorized herein. Any information provided by the County in this regard shall be provided as a courtesy only and shall not be considered as official legal

information. Such official legal information is maintained in the records of the Hart County Clerk of Superior Court's office.

No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is the County responsible for any claims which may develop between the *permittee* and any property owner concerning use of the right-of-way. *Permittee* is responsible for maintaining ingress/egress of private driveways during installation of its facilities and for restoration of driveways during installation of its facilities and for restoration of driveways to the owners' satisfaction.

Approval of this permit does not constitute approval of design or construction details for the proposed facilities. *Applicant* is responsible for compliance with all applicable governmental codes and regulations.

Use of explosives within the roadbed or beneath the pavement is prohibited unless otherwise approved.

Applicant shall be responsible for obtaining approvals for the proposed installation which may be required by any local Government on roads or streets under their jurisdiction or by any other agency.

Permittee shall give the Planning Office a minimum of forty-eight (48) hours notice prior to beginning any work under this permit.

This permit shall be void unless work hereunder is begun within twelve (12) months of the date of its approval.

The provisions of this permit are regulatory and not contractual. No interest or right of an applicant granted by this permit may be transferred to another except by written consent of the *Planning Director*.

This permit may be revoked at the pleasure of the County upon Thirty (30) days written notice to the *permittee*.

The *Public Works Department* will be responsible for granting and enforcing all provisions of this permit.

SPECIAL PROVISIONS

The installation covered by this permit has been completed in accordance with the provisions of the permit and the plans attached hereto.

Date: _____ Signed: