

BEFORE THE WABASH COUNTY BOARD OF COMMISSIONERS

APPLICATION FOR A PERMIT
FOR CONSTRUCTION OF UTILITY FIXTURES
IN COUNTY RIGHT-OF-WAY

The undersigned Applicant makes this application to the Wabash County Board of Commissioners Board ("Board") for a Permit allowing construction of utility fixture(s) in a County right-of-way ("Project").

Name and Address of Applicant:

If Applicant is performing the Project on behalf of any persons or entities (other than Applicant), state the names, addresses, telephone numbers, and relationship of each to Applicant:

IF THE PROJECT IS BEING PERFORMED FOR ANY PERSONS OR ENTITIES OTHER THAN APPLICANT, THOSE PERSONS OR ENTITIES MUST ALSO SIGN THIS APPLICATION, AND SHALL BE BOUND TO ITS TERMS AND CONDITIONS TO THE SAME EXTENT THE APPLICANT IS SO BOUND.

DESCRIBE IN DETAIL THE NATURE, LOCATION, AND DATES OF WORK FOR PROJECT (use additional sheets if necessary):

Attach maps, plans, drawings, and any other documents necessary to fully describe the nature, location, and dates of the Project. Drawings must show the location of the right-of-way.

In consideration for issuance of a Permit, and effective upon issuance of a Permit, the Applicant agrees as follows:

1. Applicant shall pay to the Board, within thirty (30) days of invoice, all of the Board's charges and expenses for the Board's inspections of the Project during construction.
2. Applicant shall notify the Board in writing at least forty-eight (48) hours prior to starting construction.
3. Also, prior to starting construction, Applicant shall:
 - 3.1. deliver to the Board certificates of liability insurance showing the Board, Wabash County, and the County's officers, employees, and agents as additional insureds, in an amount determined by the Board; and
 - 3.2. if entering onto land not owned by the County or subject to the County's right-of-way, obtain written agreements from private landowners allowing entry onto their land and construction of the Project, and provide the Board with true and correct, fully executed copies, of all such agreements.
4. During construction, Applicant shall:
 - 4.1. perform all work related to the Project in a good and workmanlike manner;
 - 4.2. when boring or directional drilling is required, encase any fixtures in conduit, and install and maintain a permanent sign, in a form and location satisfactory to the Board, identifying the location of such conduit;
 - 4.3. install any fixtures crossing underneath a tiled drain no closer than three feet (3') to the tile;
 - 4.4. install any fixtures crossing underneath an open drain no closer than five (5) feet to the existing flow line of any open drain; and
 - 4.5. allow progress inspections by the Board or County Highway Superintendent at all reasonable times.
5. Applicant shall complete the Project within six (6) months after the permit is issued.
6. Applicant shall notify the Board, in writing, within one (1) week after the Project has been completed.
7. If the Project was constructed other than as shown in the plans submitted with this Application, Applicant shall provide to the Board, within one (1) week after the Project has been completed, a complete set of "as-built" drawings,
8. Applicant shall leave no debris of any type within, or on or about, the County's easement, and, no later than one hundred and twenty (120) days after the Project has been completed, restore the County's easement to its condition existing immediately prior to the start of the Project, including the banks of any open drain.
9. Applicant shall relocate any fixtures at its own expense at the request of the Board if the Board determines, in its sole and absolute discretion that relocation

of the fixtures is required for the construction, reconstruction, maintenance or relocation of a tiled or open drain.

10. Applicant shall pay all of the reasonable attorney's fees and expenses incurred by the Board and/or County in enforcing the terms and conditions of this Application.

SECTIONS 11 AND 12 ARE INDEMNIFICATION PROVISIONS
READ CAREFULLY BEFORE SIGNING

11. **APPLICANT SHALL INDEMNIFY AND HOLD HARMLESS THE BOARD AND THE COUNTY, AND THE COUNTY'S OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM OR CONNECTED WITH THE PROJECT, INCLUDING WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING BUT NOT LIMITED TO DAMAGE TO TILED AND OPEN DRAINS.**
12. **APPLICANT SHALL INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT AND THE COUNTY, AND THE COUNTY'S OFFICERS, EMPLOYEES, AND AGENTS (HEREINAFTER, COLLECTIVELY, THE "COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM OR CONNECTED WITH ANY LOSS OR DAMAGE ARISING OUT OF THE COUNTY PERFORMING MAINTENANCE WORK WITHIN THE COUNTY RIGHT-OF-WAY IN WHICH THE UTILITY FIXTURES HAVE BEEN CONSTRUCTED UNDER THIS APPLICATION, EVEN IF SUCH CLAIMS, LIABILITIES, LOSSES, AND/OR DAMAGES ARE THE RESULT OF THE SOLE NEGLIGENCE OF THE COUNTY.**

The undersigned person, signing this Application on behalf of the Applicant, represents and certifies that he or she is fully empowered to execute and deliver this Application on behalf of the Applicant and to bind the Applicant to its terms and conditions.

Date: _____
_____ (Print name of Applicant)

By: _____
(Signature)

Print name: _____

Title: _____

THE APPLICANT IS PERFORMING THE PROJECT ON MY BEHALF. I JOIN IN THIS APPLICATION FOR A PERMIT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS TO THE SAME EXTENT THE APPLICANT IS BOUND. BY SIGNING THIS APPLICATION, I REPRESENT AND CERTIFY THAT I AM THAT HE OR SHE IS FULLY EMPOWERED TO EXECUTE AND DELIVER THIS APPLICATION ON BEHALF OF THE APPLICANT AND TO BIND THE APPLICANT TO ITS TERMS AND CONDITIONS.

Date: _____
_____ (Print name of Person or Entity on whose behalf Applicant is performing the Project)

By: _____
(Signature)

Print name: _____

Title: _____

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(Signature)

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(Signature)

Print name: _____

Title: _____