

AGREEMENT FOR UNDERGROUND CONSTRUCTION
ON HOCKING COUNTY RIGHT-OF-WAY

Permission is granted by the Hocking County Commissioners and the Hocking County Engineer to _____ of _____, County of _____, State of _____, with the attached plans and subject to the following requirements and restrictions:

- (1) Pipe line road crossings with the pipe having an inside diameter of more than two (2) inches shall be constructed in casings so that the pipe may be removed for repair without disturbing the subgrade. The casing shall be of adequate strength, and of sufficient length, to extend at least two (2) feet beyond each edge of the surfaced roadway.
- (2) An open trench may be dug at the proposed location and the casing pipe placed therein, properly bedded and backfilled with granular material. Backfilling of trench shall be thoroughly compacted in layers of six (6) inches or less in depth.
- (3) All construction covered by this agreement shall be completed within a period of ninety (90) days from the date of this agreement. Construction includes a restoration of all rights-of-way to their original state or better.
- (4) The applicant agrees to give the County Engineer forty-eight (48) hours notice of its intention to start construction on the highway right-of-way. Said notice shall be made in writing to the County Engineer.
- (5) Operations in the construction of said pipe line, shall be carried on in such a way as to not interfere with, or interrupt traffic on said highway.
- (6) The applicant shall take all reasonable precaution during the construction of said pipe line to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save the County and County Engineer harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.
- (7) The applicant will at any time subsequent to placing the pipe line, and at his own expense, relay, reconstruct or encase his lines as may become necessary to conform to new grades, alignment or widening right-of-way, resulting from maintenance or construction operations by the County Engineer irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order by the County Engineer, and without cost to the County. If the applicant is unable to comply promptly, the County Engineer may cause work to be done, and the applicant will pay the cost thereof upon receipt of statement.

(8) The County Engineer will endeavor to give the applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any pipe line belonging to the applicant in order that the applicant may arrange to protect his lines. The County Engineer will inform contractors and others working on the job of the location of the lines so that reasonable care may be taken to avoid damaging the lines. The County Engineer assumes no responsibility however, for failure to give such notice.

(9) The applicant shall hold the County Engineer harmless from any damage that may result to said highway because of construction or maintenance of said pipe line, and shall reimburse the County for any expenditure that the County Engineer may have to make on said highway on account of said applicant's pipe line, having been constructed thereon.

(10) This agreement is subject to any laws now in effect or any laws which may be herein enacted.

(11) This agreement is subject to all the rules and regulations of the Hocking County Commissioners and Hocking County Engineer and to revocation by the Hocking County Commissioners or County Engineer at any time. And in such event the applicant hereby agrees to remove all of the applicant's property from the said right-of-way without delay and without cost to the County.

The undersigned parties agree to the above requirement and restrictions.

APPLICANT:

HOCKING COUNTY COMMISSIONERS

Signed

President

Title

COUNTY ENGINEER

Signed

Trustees

Date

