



APPLICATION TO WORK IN COUNTY RIGHTS-OF-WAY

Boone County Highway Department
 1955 Indianapolis Ave
 Lebanon, IN 46052

PERMIT #: _____

<u>Permit Type</u>	<u>Permit Fee</u>	<u>Permit Bond</u>	
Underground linear construction, grading, trenching or excavation parallel to the road <small>(Fee is per 500 feet or portion thereof for each continuous location. No cutting of pavement)</small>	_____ Feet @ \$50 / 500 feet = _____ @ \$10,000 per mile or fraction of mile (maximum \$15,000)	= _____	
Bores or pushes under the roadway	_____ Bores @ \$75 each = _____ @ \$5,000 per bore	= _____	
Placement/removal of poles/overhead lines <small>(Fee is per 1000 feet or portion thereof for each continuous location.)</small>	_____ Feet @ \$75/ 1,000 ft = _____ @ \$5,000 per mile or fraction of mile (maximum \$15,000)	= _____	
Tap pit/Spot Cut dirt (=> Includes a directly adjacent bore or push at no additional fee) <small>(No cutting of pavement is allowed.)</small>	_____ Tap pits @ \$75 each = _____ @ \$5,000 per pit	= _____	
Open Road Cut (Gravel Road)	_____ Feet @ \$0 / foot = _____ @ \$0 per location	= _____	
Open Road Cut (Paved Road)	_____ SFT @ \$3 / SFT (\$200 Min) = _____ @ \$15,000 per location	= _____	
Equipment crossing subdivision curbs and sidewalk, no excavation	_____ Crossings @ \$25 / each = _____ @ \$2,000 per crossing	= _____	
TOTAL PERMIT FEE = _____		TOTAL PERMIT BOND = _____	
Check or money order #: _____ Bond Company: _____ Bond #: _____			
Applicant's Name		<u>Applicant's Status</u> (Must mark one)	
Mailing Address			
City	State		Zip Code
Contact Person	Email		Phone #
Project Owner's Name (if different from applicant)		Phone #	
Project Owner's Address (if different from applicant)		Fax #	
City		State	
City		Zip Code	
<u>Project Location</u> (Must be described thoroughly and include proximity to roadway centerlines and adjacent intersections)			
<u>Project Purpose</u>			
<u>Road Restrictions</u>			
No Impact to Travel Lanes	Lane Restrictions Necessary <small>(Must submit MOT Plan)</small>	Road Closure Necessary <small>(Must submit Road Closure Application)</small>	
<u>Easement</u> Is work being performed in the Applicant or Project Owner's easement? No Yes (if yes, documentation must be provided)			
<small>The undersigned certifies that they have the authority to make this application and bind Property Owner(s) and owner's heirs to its terms, that the above information is true and correct, and that work requested by this application will be in conformance with the laws of Boone County, I, and all persons performing the work authorized by this permit, have read, fully understand, and will abide by all requirements concerning the permit and construction requirements. The applicant and Property Owner agree and understand that Boone County's approval is limited to conveying its approval to install the approved traffic control devices only within its legal road right-of-ways. The applicant, the Property Owner of the traffic control devices being installed under this permit, and I understand that in the event Boone County determines that any of the traffic control devices installed under this permit need to be repaired or maintained, relocated, or removed from the right-of-way, that the Property Owner or owner of the traffic control devices agrees to maintain, relocate or remove these facilities in a timely manner at no cost to Boone County.</small>			
Signature		Date	
Printed Name		Title	

RIGHT-OF-WAY AGREEMENT

The Board of County Commissioners of Boone County, Hereinafter referred to as the “Board”, and the applicant and/or the owner of the facilities being installed, shall hereinafter be referred to as the “Permittee”

1. The Permittee shall provide a drawing of the proposed installation.
2. The Permittee shall call 811 for locates prior to any excavation in accordance with Indiana State law, including the dates outlined in their 811 dig ticket
3. The utility facilities which are to be retained, installed, adjusted, or relocated on, over, along, or under the highway, within Boone County right-of-way limits, will be located and accommodated in a manner that will not impair use of the highway, it's maintenance, or otherwise interfere with it's safe operation.
4. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future conditions or road improvements necessitate such action when so requested by the Board, including the assumption of cost thereof, except where Permittee has a compensable property right, or where reimbursement of such cost is provided for by law.
5. All disturbed areas shall be seeded or sodded by the Permittee within 30 days of completion to prevent erosion. This work may be deferred until growing season upon installation of erosion control measures at the Highway Engineer's discretion.
6. The Permittee shall not plant flowers, shrubs, or trees within the right of way. Existing plantings in the right-of-way creating a potentially dangerous condition as determined by the Highway Engineer shall be removed by Permittee.
7. The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing, and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way, through the office of The Boone County Highway Department, 1955 Indianapolis Avenue, Lebanon, Indiana 46052.
8. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of the Permittee's negligence in connection with any work done pursuant to the agreement.
9. During the progress of any construction undertaken within the limits of said highway in compliance with this agreement, the Permittee shall provide watchmen and flagmen as may be required for safety and convenience of the public. Further, the Permittee shall provide all barricades, signs, and traffic control lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated by special endorsement of the Boards duly authorized representative. Further, any detours of traveled roadways in Boone County, Indiana must be approved by the Boone County Highway Department and the Board which have acknowledged and approved the impact of such detours on the county roadways prior to the implementation of such detour as may be required.
10. All damages to drainage structures, roadbeds, pavements, ditches, and other highway appurtenances arising from the installation, maintenance, or repair of the Permittee's utility facilities shall be repaired at the expense of the Permittee. No portion of pavement or highway shall be disturbed without prior permission from the Board. If a road cut is approved by the Board, the Permittee shall make all necessary repairs according to specifications obtained from The Boone County Highway Department. 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 the work was begun.
11. It is understood and agreed to by the Board and the Permittee that all utilities shall comply with the “Indiana Department of Transportation Utility Accommodation Policy, September 10, 1990”, or latest edition.

ENCROACHMENT AGREEMENT TERMS

The Board of County Commissioners of Boone County, Hereinafter referred to as the “County”, and the applicant and/or the owner of the facilities being installed, shall hereinafter be referred to as the “Licensee”

1. Boone County hereby consents to Licensee's Encroachment described in this permit to be located upon the County's right-of-way effective upon approval of the work covered by this permit.
2. The Licensee(s) and his successors and assigns, including subsequent property owners, assumes responsibility for all maintenance of the encroaching improvement.
3. It is mutually understood and agreed that consent to the Encroachment does not create in the Licensee or his successors and assigns any right, title, or interest in and to the County's right-of-way upon which said Encroachment is or may hereafter be located, and the Licensee hereby specifically waives any right, title, and interest in and to that portion of the real estate owned or controlled as right-of-way which the Licensee might have acquired, or might hereafter acquire by any means of adverse possession.
4. In consideration of the County's consent to the Encroachment on the right-of-way, Licensee agrees to maintain the Encroachment improvements, including above ground or buried utilities, culvert pipes, end sections, and drainage ditches created or impacted by the permitted work, in a manner which does not interfere with the use of the right-of-way for its dedicated purpose. Licensee further agrees to maintain that portion of the private improvement within the right-of-way in good condition in substantial compliance with the standard details and specifications published at the time of the work and in such a manner as to prevent obstruction, interference, or degradation of the roadway, or negatively impact the traffic thereon or the flow of runoff water to or within any roadside ditch.

5. In consideration of the County's consent to the Encroachment on the right-of-way, the Property Owner does hereby certify, acknowledge, and affirm that Boone County, Indiana, shall not be responsible or liable for any loss occasioned by the removal, alteration, or destruction (in whole or in part) of the installation of the Encroachment over, above, and/or located upon or within the right-of-way, whether during the lawful exercise of the County's right and duties in regard to the maintenance, repair, or improvements to or upon said right-of-way or on other occasions and whether caused in whole or in part by the negligence of the County or its employees, agents, contractors, or representatives. The County and its employees, agents, contractors, officials, and other representatives are hereby released from financial responsibility for any and all losses the Property Owner incurs arising out of, related to, or associated with the Encroachment.
6. Licensee and successors and assigns and successor owners in interest shall indemnify Boone County, Indiana, and hold the County harmless from any and all liability, damages, expenses, and costs, including reasonable attorney fees, arising out of or related to damages to property or injury to persons, including death, which result from, relate to, or arise in connection with the Encroachment within the right-of-way. In the event it becomes necessary for Boone County to enforce this indemnification and hold harmless provision, the Licensee shall pay all reasonable costs the County incurs in the enforcement thereof and in the enforcement of this Encroachment Agreement, including reasonable attorney fees. The Licensee and successors and assigns and successor owners in interest to the Real Estate shall have an affirmative duty to inform all third parties with whom each negotiates for a possible sale, lease, assignment, mortgage, or transfer of the Property of the existence of this Encroachment Agreement and the obligations hereunder.
7. In the event the Licensee or successors and assigns or a successor owner in interest to the Real Estate breaches this Encroachment Agreement, in addition to all other legal and equitable rights and remedies the County may have, the Licensee hereby covenants and agrees that the consent granted to encroach may be revoked at any time thereafter upon the County giving at least ninety (90) days prior written notice of termination of the Encroachment. Upon receipt of such notice, the Licensee shall remove the Encroachment at his sole cost and expense prior to the termination date. Should the Licensee's successors and assigns fail to timely remove the Encroachment, the County may do so and is hereby released from any and all liability resulting from or associated with said removal of the Encroachment and from any diminution in the value of the Real Estate as a result thereof. All costs and expenses incurred to effectuate said removal, including related employee and court costs and attorney fees, shall be promptly reimbursed by the Licensee to the County within ten (10) days of being invoiced.
8. When County-controlled right-of-way is transitioned to control by another governmental agency, such as an annexation or a transition from rural to urban service districts in Zionsville, permittee's obligations under this encroachment agreement shall be transferred to such governmental agency.
9. Licensee shall be responsible to modify or remove private improvements covered by this encroachment to the Highway Engineer's satisfaction in the event the County constructs or causes to be constructed improvements within its right-of-way that are in conflict with the County work.

These conditions have been read and agreed to :

(Sign)

(Representing)

PERMIT #: _____

Do not write in this Section – Highway Department Use Only

Surveyor's Permit Needed?

This project does not affect a regulated drain

Yes

This project affects a regulated drain(s) and an application must be made with the Boone County Drainage Board for construction within a drainage easement.

No

Drain(s) Affected: _____

Surveyor, Boone County: _____

Date Approved: _____

This permit is recommended for approval:

As submitted

Subject to the attached conditions.

Subject to the changes noted on the plans.

Other _____

Inspector: _____

Date: _____

Director of Highways _____

Date: _____

Approved by the Boone County Board of Commissioners

President: _____

Date Approved: _____

Member: _____

Expiration Date: _____

Member: _____

Auditor Attest: _____

Final inspection (Upon signing, this document becomes your Encroachment Agreement):

Inspector: _____
(print)

Date: _____

(sign)

INSTRUCTIONS FOR COMPLETION

- Step 1: Complete a Right of Way permit application through the Boone County Highway Department. Blank applications can be picked up at the Boone County Highway Department or requested by emailing highwaypermits@co.boone.in.us
- Step 1a: Determine the permit fee amount. Fees are based on the type and extents of work being performed. For fee amounts, refer to the Boone County Highway Permit Fee Schedule.
- Step 1b: Determine the bonding required for your project. Bonding amounts are based on the type and extents of work being performed. For bonding amounts, refer to the Boone County Highway Bonding Fee Schedule.
- Step 2: Submit Permit Application along with project plans to the Boone County Highway Department. Plans must include maintenance of traffic schematics and details.
- Step 2a: If a road closure is necessary, it must be declared in the permit application and a separate Road Closure Permit must be submitted to the Boone County Highway Department for separate approval.
- Step 3: Boone County Highway Department review, approval, and recommendations. Make yourself available to respond to questions from the Boone County Highway Department. Representatives from the Highway Department will review the plans submitted and may have additional questions or request additional information to be submitted. Upon final review and acceptance from the Highway Department, a permit number will be issued.
- Step 4: Submit original copies of the Permit Bonds to the Boone County Highway Department. The Boone County Board of Commissioners shall be shown as the Obligee in any and all Bonds.
- Step 5: Boone County Commissioner Approval. Upon approval from the Highway Department, all work in right of way (excluding driveway construction) must be approved by the Boone County Board of Commissioners. Commissioners Meetings are held on every 1st and 3rd Monday of each month, but are subject to change due to the County holiday schedule. **Steps 3 & 4 must be completed by the end of day on the Wednesday prior to a Commissioners' Board meeting to be added to the Board's agenda.** Board of Commissioners' approval will **NOT** be made subject to appropriate bonds being paid by the applicant.
- Step 6: Boone County Highway Department will notify applicant of Commissioner approval. Once the applicant submits permit fees, the Highway Department will provide a signed permit to applicant. Fees should be made payable to the Boone County Highway Department. Unless other conditions have been placed on the permit approval, this shall be the county's notice to the applicant that construction may begin.
- Step 7: Contact the Boone County Highway Department on the date work begins. Permits expire one year after initial approval from the Board of Commissioners.
- Step 8: Upon completion of the work, notify the Boone County Highway Department so a final inspection may be completed.
- Step 9: Boone County will perform a final inspection of the work. The applicant will be notified of any deficiencies and will be expected to remedy in a reasonable timeframe. Upon final acceptance, Boone County will notify applicant that work has been completed satisfactorily.
- Step 10: Applicant shall submit a 3 year maintenance bond for the work completed within the right of way. Original permit bond will be cashed if applicant fails to submit a maintenance bond within a reasonable time of County's acceptance.