



## Ottawa County Highway Right of Way/Cross-Road/ Utility Use Permit

Permit No. \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Detailed description of project and location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AN AGREEMENT relative to performing certain work and/or the occupancy of  
the County's Highway right of way facilities of a utility:

**THIS AGREEMENT**, dated \_\_\_\_\_ Made and entered into by and between \_\_\_\_\_,  
hereinafter referred to as the **COMPANY** and **OTTAWA COUNTY** hereinafter referred to as the  
**COUNTY**.

**WHEREAS:** The Company submitted to the County a request for the installing of

\_\_\_\_\_ facilities along and/or under a portion of \_\_\_\_\_ road described as follows:

See attached plats with notations in red and location map.:

Propose to place \_\_\_\_\_ on County Road \_\_\_\_\_.

**WHEREAS:** The Company shall request from the Contractor, a copy of the  
Contractors Liability Insurance;

Name of Contractor \_\_\_\_\_

Address of Contractor \_\_\_\_\_

\_\_\_\_\_  
(Attach copy of Contractors Liability Insurance.)

**WHEREAS:** The Secondary Road Plan agreed to by the State Highway Commission acting for the County and the Bureau of Public Roads requires occupancy of county highway right of way to be acquired by the county for the construction of a project, and

**WHEREAS:** Kansas Statutes and case law provide that certain facilities may occupy space on the County's right of way,

**NOW, THEREFORE, BE IT AGREED:**

1. That the Company will maintain, adjust or construct its facilities which are to occupy highway right of way as shown by plans for the above numbered project in conformance with the following provisions and /or as shown by the plan and description attached hereto and made a part of this agreement. All plans to be placed in accordance with the "Utility Accommodation Policy" for the State Highway Commission.
2. That the cost of the alterations, if any, shall be paid for by the Company.
3. That the construction or alterations of the Company's facilities, if any, shall be completed within \_\_\_\_\_ days after the County returns to the Company signed copies of the agreement and notifies the Company that they may proceed.
4. That the Company will maintain its facilities in a manner according to law.
5. That in the event future highway improvements necessitate the removal or adjustment of said facilities being located on highway right of way and/ or such facilities relocated on newly acquired right of way for the construction of a project, the Company will, upon lawful request of the County, make adjustments as are reasonably required to accommodate any future highway improvement at no cost to the County. This provision will not apply to locations where the facilities are not located on highway right of way.

Said work is hereby requested insofar as it relates to the use of all road right-of-ways or parts thereof requiring permission from Ottawa County. The said approval and permission to construct, use and maintain the said work is, however, at all times subject to all requirements and conditions set forth below:

1. Submission of written plans and specifications to include a **cross section** of the roadway, and any maps, either paper or digitized, depicting the area of work, to be submitted with this application for review and approval by the Ottawa County Highway Administrator.
2. A detailed description of the work to be completed shall be submitted with this application, and upon approval, carried out to the satisfaction of the Ottawa County Highway Administrator:
3. The Ottawa County Highway Administrator or his/her designee shall have free and uninterrupted access to all parts of the work at all times for the purpose of inspecting the quality and conformity of the work as it relates to this permit;
4. This permit shall be valid only after such time as the required information is received, and that described work is conducted and maintained by the applicant to the entire satisfaction of the Ottawa County Highway Administrator, who shall have the authority to cancel this permit without notice if applicant fails to observe and comply with all terms and conditions herein;

5. Ottawa County is not responsible for any future maintenance of the approved work as outlined within this permit.
6. A performance bond and a current certificate of liability insurance shall be furnished with this application and remain on file in the office of the Ottawa County Highway Administrator. The performance bond shall be in the amount of 150% of the total project cost. Upon satisfactory completion of the project, the bond will be returned to the applicant. If the work fails to be completed in a satisfactory manner, the bond will be utilized to correct the deficiencies or to remove the utility from the right-of-way, with a claim being filed by Ottawa County against the Insurance Company for any monetary damages incurred.
7. The Owner agrees to repair any damage to improvements in the Ottawa County right-of-way caused by the Owner or the Owner's contractor to the satisfaction of the Ottawa County Highway Administrator.
8. If the Ottawa County roadway requires any future improvements that would require the relocation of the Owner's facilities that are installed under the authority of this permit, the Owner shall be responsible for any and all costs associated with moving the utility facilities prior to the construction of the improvements.

I hereby agree to all of these terms in this permit. Ottawa County will release to the applicant any deposit, **without interest**, made in accordance with this permit, upon satisfactory compliance and completion of the project.

\_\_\_\_\_  
Applicant(s) Signature

\_\_\_\_\_  
Applicant printed name

**APPROVAL:** (to be completed by county personnel)

\_\_\_\_\_  
Ottawa County Commissioner      Date: \_\_\_\_\_

\_\_\_\_\_  
County Commissioner      Date: \_\_\_\_\_ Ottawa

\_\_\_\_\_  
Ottawa County Commissioner      Date: \_\_\_\_\_

\_\_\_\_\_  
Ottawa County Highway Administrator      Date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk      Date: \_\_\_\_\_ Ottawa