

AGREEMENT FOR THE ACCOMODATION OF UTILITY
FACILITIES ON PUBLIC RIGHT-OF-WAY
LAUDERDALE COUNTY, ALABAMA

PERMIT NO. _____
PROJECT NUMBER _____

THIS AGREEMENT, entered into this the ____ day of _____, _____, by and between Lauderdale County, Alabama, acting through its County Engineer hereinafter referred to as the "County" and _____ hereinafter referred to as the "UTILITY."

WITNESSETH

WHEREAS, the County proposes certain highway improvements and/or the Utility desires to have its facilities accommodated on the public right-of-way in Lauderdale County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following:

_____ ; and

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to the Utility approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plan:

NOW, THEREFORE, be it agreed as follows:

1. The Utility agrees to install its facilities on public right-of-way as shown by the plans and specifications attached hereto and made a part hereof as Exhibit "A" so as to occasion the least possible interference with the progress of the project where such installation is within the bounds of an active highway project.
2. The Utility agrees to conform to the provision of the current State of Alabama Highway Department Standards for the Accommodation of Utilities on Highway Right-of-Way, as applicable. It is further agreed that the applicable provisions of the laws of the State of Alabama shall govern and be controlling and binding over the provisions of this Agreement.
3. The Utility agrees to file with the County a certified check or bond in the amount of \$_____ made payable to the Lauderdale County Commission to guarantee the faithful performance of the provisions of this Agreement and to guarantee that the Utility will maintain this work suitable to the Lauderdale County Road Department for a period of one year. At the end of one year, from the completion of this work the County will return the certified check or bond to the Utility provided all provisions of this Agreement have been complied with. Otherwise, the County shall apply the certified check or bond on the cost of repairing the right-of-way with the County forces.

4. If State or Federal funds are utilized for future roadway improvements, reimbursement for required adjustments of the Utility's facilities will be in accordance with State law in effect at the time such adjustments are made. If County funds exclusively are used for future roadway improvements, the required adjustments of the Utility's facilities will be financed by the Utility.
5. The County in approving this Application does not in any way assume responsibility for the maintenance of this facility. The County shall not be responsible for and the Utility agrees to indemnify the County for any claims for damage done to the existing private property, public utilities or the traveling public caused by the Utility, its agent, servants or employees or caused by the facility itself.
6. Should the County improve or expand its road or roads and make other public right-of-way available to the Utility, then the Utility will relocate its lines and/or poles at its expense so long as the same shall remain on the public right-of-way and in keeping with the project plans for road improvements under the direction of the County.
7. The County will not assume any responsibility for damage to the Utility's facilities that might be caused by the maintenance of the County's road and roads' right-of-way.
8. The Utility agrees to have a copy of the approved agreement and plans or sketches on the job site at all times while said work is being performed.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED:
UTILITY:

By _____

RECOMMENDED FOR APPROVAL:

By _____
Utility Coordinator

APPROVED:
LAUDERDALE COUNTY, ALABAMA

By _____
County Engineer