



LaMoure County Utility Permit

Whereas, LaMoure County, 505 4th Ave. SE, LaMoure, ND 58458 referred to as "Grantor" does now permit to _____, "Grantee," a Utility Permit to (cross County Road) or (along County Right-of-Way access) {circle one}, on the following Road or Right-of-Way:

Description of Work: _____

any plans attached hereto are made part hereof.

Est. Project Start and Completion Date: _____

The Grantor and Grantee agree as follows:

1. Grantee is granted permission to install and maintain the utilities as shown on the plans attached hereto and made a part hereof, and/or set forth in the Description of Work above, within the deeded right of way or easement or will obtain proper easements via landowner.
2. The utility shall be placed at a minimum of 42 inches below the surface.
3. The utility shall be placed below the surface of any blacktop road by means of pipe or a boring tool.
4. All trenches and excavations shall be carefully backfilled as to eliminate settlement and the surface of the ground shall be returned to its original condition. Grantee shall repair or replace highway structures, appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said utilities on highway right of way.
5. LaMoure County shall not be responsible or liable for any costs in connection with the placement or maintenance of the utility. LaMoure County shall not be liable for any damage to said utilities resulting from reconstruction or maintenance of the highway.
6. By signing below, the Grantee/Utility, agrees to perform all work in accordance with this Permit and to indemnify and hold harmless LaMoure County, its officers, and employees from all liability, judgments, costs, expenses, and claims growing out of damages, or

alleged damages, of any nature whatsoever, to any person or property arising out of performance or nonperformance of said work, or the existence of said utility.

7. If LaMoure County excavates in the area where the utility is located, Grantee shall move the utility at its own expense and upon Grantors request to do so.
8. No above ground structures shall be placed in the County Right-of-Way without the permission of the Grantor.
9. No Construction shall be considered complete until checked and approved by the County Highway Superintendent. Grantee will be notified of any deficiencies. Failure to complete the repairs will cause Grantee to be liable to LaMoure County for the cost of the repairs in accordance with North Dakota Century Code.
10. Grantee shall pay a fee as follows:

Crossing fee:

\$25.00 boring fee

\$50.00 open cut

Right-of Way access fee:

\$200.00 maintenance fee, plus \$25.00 per mile.

Dated this _____ day of _____

Dated this _____ day of _____

Grantor, by _____

Grantee, by _____

Chairman, LaMoure County Commissioners

Utility & Representative