

Commissioners:
Claudia Jarrett, Chair
Spencer Cox
Steve Frischknecht



Assessor: Kenneth Bench
Attorney: Ross C. Blackham
Auditor: Ilene B. Roth
Clerk: Sandy Neill
Recorder: Reed D. Hatch
Sheriff: Kevin Holman
Treasurer: Earl D. Clark

Sanpete County Courthouse

160 N Main • Manti, Utah 84642

SANPETE COUNTY APPLICATION FOR RIGHT OF WAY EXCAVATION LICENSE

(WORK CANNOT BEGIN UNTIL LICENSE IS APPROVED BY COUNTY COMMISSIONERS)

DATE: _____, 20__

TO: County Road Supervisor
Sanpete County, UT

(1) Application is hereby made by: _____

(2) Address: _____ Tel. No. _____

(3) For permission to do the following: _____

(4) Location: _____

(5) Construction will begin on or about _____, 20__
and will be completed on or before _____, 20__

a. Type of pavement _____

b. Excavation will be _____ feet long by _____ feet wide and _____ feet deep.

OWNER

SIGNATURE

Deposit: _____

Refer to Instructions on back

Application Review
Recommended Special Limitations/Conditions:

Date: _____

County Road Supervisor

INSTRUCTIONS

1. Application for this license should be made by whoever will actually do the work, whether it is the owner or a contractor.
2. Mailing address of Applicant
3. State fully and completely the type of installation, type of construction, width, thickness, drainage date, etc., where applicable. If a pipeline or buried cable, give the following information: type of service, and length of line, depth of trench, kind of pipe (sewer, gas, oil, water supply, etc.) or conduit.
4. Give address of the area to be excavated. If excavation area extends a considerable distance along the street, provide approximate beginning and ending locations.
5. Attach two (2) copies of a plan showing proposed locations of structures with reference to pavement and right of way lines. Identify the location of other utilities that may be in conflict.
6. Give anticipated dates for beginning and for completion of proposed installations. These will be used in determining the inspection fee.
7. All contractors must provide to the County, a copy of their Contractors License, Liability Insurance. A \$10,000.00 Bond must also be posted if black top or other pavement will be excavated or bored. The Bond must be posted by whoever will actually do the work, whether it is the owner or a contractor. The Bond will cover all future projects of the same owner or contractor that require Bonds as long as the Bond is still in effect.

Note: A fee of fifty dollars (\$50.00) deposit will be charged for all Right of Way Excavation Licenses. This license fee shall be submitted with the application.

* Sanpete County Road Department: (435) 835-6441.

LICENSE

This License Agreement between _____ herein referred to as "Licensee" and Sanpete County, a political subdivision of the State of Utah, herein referred to as "County" as entered into on the dates set forth below, WITNESSETH:

WHEREAS Licensee desires to undertake a certain use or operation within public roadway or right of way as follows (describe in detail the location and nature of the construction, use or operation with any necessary maps, diagrams or property descriptions):

AND WHEREAS the County desires to grant a license for said use or operation upon Licensee's compliance with certain terms and conditions:

NOW THEREFORE, it is agreed by the parties hereto as follows:

1. County hereby grants to licensee a license for the construction, use or operation as set forth in detail at the location designated.
2. Any excavation, construction, repair or use within the public right of way by licensee shall be accomplished and maintained in a substantial, reasonable and safe manner, with the surface cleaned up and restored as nearly as possible to the prior condition or better within a reasonable time, at Licensee's sole expense, and at all times subject to the inspection and approval of the County or its agent. Particular attention shall be given to any disturbance of the surface of the traveled way and appurtenances thereto for the safety of the traveling public, during and after construction, with all due regard and precaution for traffic warnings and protection.
3. Licensee shall indemnify and hold harmless County for any liability, loss, damage or injury to County, its employees or any third party arising out of any excavation, construction, repair, maintenance, use or operation by Licensee within the right of way. Licensee further agrees to provide a reasonable bond for satisfactory performance of the requirements herein upon demand by the County at any time prior to completion of the initial construction, cleanup and restoration.
4. It is understood and agreed by both parties that this license does not authorize or permit any impairment of any irrigation facility or drainage ditch, culvert, utility, or any other line, system or structure or other object within the public right of way in which there may be claimed a private interest by any third person.
5. There shall be no modification or change which requires additional use of the right of way without additional license in writing from the County. The County may cancel this license at any time, but only after due notice and hearing before the County Commission. This instrument shall constitute a proposal by the Licensee and shall become effective as a valid license only upon acceptance and approval of the County upon execution by the Chairman of the Board of County Commissioners.

Dated _____
On behalf of the Licensee

Dated _____
Accepted and approved by Sanpete County

Licensee

Chairman, Sanpete County Commission

Attest: _____
County Clerk