

This form must be signed and returned to the Region Office noted below.

SPECIAL CONDITIONS FOR PRIVATE UTILITY-TYPE FACILITIES TRANSVERSE CROSSINGS and SPOT LOCATIONS

1. The permittee shall defend, indemnify, and hold harmless the Department from any claims resulting from the construction or removal of the facility authorized by this permit, and from any claims for injuries to or death of any and all persons, for loss of or damage to property, from environmental damage degradation, response and cleanup costs resulting from the construction or presence of the facility authorized by this permit.
2. The Department shall not assume any liability claims or maintenance costs resulting from the facility placed by this permit. All such costs shall be borne by the permittee.
3. The Department reserves the right to require the permittee to remove all or any portion of the facility placed on trunkline right of way by this permit as needed for highway construction, operation, or maintenance purposes, or non-conformance with permit conditions by the permittee without replacement or reimbursement of any costs incurred by the permittee or any other party.
4. At the request of public utility companies, cable television companies or municipalities, the permittee shall locate and relocate, remove, or modify its facility to accommodate same at no cost to the Department or interference with the trunkline right of way and highway facility.
5. Any proposed revision in the design, construction, or use of the facility described shall receive prior approval by the Department.
6. The permittee shall maintain the facility placed on the trunkline right of way by this permit so as to assure that any highway facility, structures, and the area within the highway right of way boundaries will be kept in good condition. The safety, appearance and maintenance of the facility of the permittee shall be accomplished without causing interference with the reconstruction, maintenance or operation of the highway facility and right of way.
7. The permittee shall not store or allow the storage or discharge of any radioactive, toxic flammable, poisonous, explosive, or other dangerous, hazardous materials or waste on the said premises. The permittee shall not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the highway.
8. The permittee shall furnish the Department with as-built drawings of the work performed within 30 days of the completion of the work.

APPLICANT SIGNATURE

DATE

REGION/TSC OFFICE

ADDRESS