



Utility Accommodation Policy Supplemental Conditions

Date Originated: 01/30/2019

Date of Modifications: 09/01/2021;
03/09/2022

Policy Number: 1106.1

1. PURPOSE:

The Utility Accommodation Policy #1106 provides general guidelines and requirements for owners of public or private utilities permitted or allowed to be within the County Trunk Highway right of way by issuance of a Utility Permit or a Work in Right-of-Way Permit and a Private Utility Agreement. Policy #1106 was created to be a standard statewide generic permitting process for all counties by the Wisconsin County Highway Association, and is similar to the Wisconsin Department of Transportation (WisDOT) Utility Accommodation Policy for consistency with implementation statewide. Section 96.90 is reserved for county specific criteria regarding permits within the specific county. This Policy clarifies the Section 96.90 special conditions and provides supplemental information pertaining to the type of work, construction standards, restoration requirements, and other concerns with work performed by others within the County highway right of way.

2. ORGANIZATIONS AFFECTED:

Any organization, entity, business, or private individual requesting to install a public or private utility within the County Trunk Highway right of way.

3. POLICY:

This policy shall supplement Policy #1106 Wisconsin County Highway Association Utility Accommodation Policy (Effective date January 2022) to provide general guidelines and special considerations for utility installations within Section 96.90 and pertaining to the following items:

- County Contacts.
- Instructions for Filing of Permits.
- Plans, Diagrams, and Details.
- County specific pavement restoration requirements.
- Other Project Specific Details.
- Fee Table.

4. REFERENCES:

Policy #1106 Utility Accommodation Policy. Policy #1116 Encroachment and Revocable Occupancy Policy. Wisconsin State Statutes CH 83.0 County Trunk Highways, CH. 86.0 Miscellaneous Highway Provisions, and CH. 196.0 Regulating Utilities.

5. PROCEDURES:

The Wisconsin County Highway Association (WCHA) Utility Accommodations was created to develop uniform consistent policies and procedures statewide for utility installations (adopted as Iowa County Policy #1106). The original version was made effective on January 2000 with a revision effective August 2012. The County adopted the WCHA Utility Accommodation Policy in January of 2014, then as Policy #1106 Utility Accommodation on September of 2018. Section 96.90 of the policy is to contain supplemental or special considerations for utility installations by county. This Policy creates and clarifies the special supplemental considerations for utility installations within Iowa County.

All public utility permit requests shall utilize the standard WCHA permit application, an example of which is contained within Section 96.12 of Policy #1106. A public utility permit may be submitted

by any company, business, or entity who is either regulated by actions of the Public Service Commission or is a company working on behalf of those public utilities in accordance with the provisions within Policy #1106 and Wisconsin State Statutes Chapter 196.0 Public Utilities.

Private utilities are those which are owned by a citizen, resident, business, or other entity which resides on or along the County Trunk Highway system, who is requesting to install a self-owned supply service utility for fluids, gases, telecommunications, communications, or similar types of infrastructure between properties they own and operate. Private utility installation requests shall be made on a County Work in Right-of-Way Form, an example of which is attached to this policy as section 96.96. The utility installed by the private party is intended solely for the use of the permittee. The utility installation public or private will be subject to the conditions within Policy #1106 and these special supplemental considerations. In addition, private utility installations will be regulated by special conditions within a Private Utility Agreement, see Section 96.97 for an example thereof.

These conditions shall satisfy the requirements within the WCHA Utility Accommodation Policy (Iowa County Policy #1106), with regards to Section 96.90 Appendix.

Utility Accommodation Policy Supplemental Conditions

Effective February 2019

- 1) **Trench Construction (Utility Accommodation Policy #96.53A and Diagram 96.94)** – backfill with a minimum of 6 to 12 inches of compacted granular material or sand immediately surrounding and adjacent to protect a utility's facility being installed. Above the protection zone, spoils from the existing trench excavation or similar non-organic material shall be compacted in 6 to 8 inch lifts to sub-grade in order that the excavated trench area shall have similar frost properties as the adjacent sub-grade materials to minimize settlement. Unless there is less than 24 inches of backfill between the utility facility's required cover materials and the sub-grade; then compacted granular material will be utilized for all backfilling.
 - A. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of the Code of Federal Regulations Occupational Safety and Health Association (OSHA); the Wisconsin Department of Work Force Development regulations; the Code of Federal Regulations Manual of Traffic Control and Devices; Standard Specifications for Sewer and Water Construction in Wisconsin, current version; and other applicable local regulations.
 - B. No open-cut trenching of the roadway will be allowed, unless illustrated on the permit submittals; specifically authorized by the Department; or where the pavement is too narrow to maintain one-way traffic at all times unless the Department has granted permission for a detour or temporary road closure. The utility shall be responsible for the detour signage in accordance with Section 96.51 of Policy #1106 Utility Accommodation.
- 2) **Pavement Restoration** – Pavement replacement for open-cut trenches will be in-kind with a minimum of 12 inches of nominal 3 to 6 inch Breaker Run, 8 inches of nominal $\frac{3}{4}$ or 1-1/4 inch crushed aggregate dense base coarse, and 4 inches of hotmix asphalt pavement installed in a minimum of 2 equal lifts. The utility shall minimize the length and width of the open-cut trench to those necessary for installation of the facility and protection of the workers in compliance with the OSHA excavation standards. The utility shall be responsible for future trench repairs due to settlement.
- 3) **Plans/Diagrams** – Utility plans may be prepared on copies of right of way plans or Highway plats, where available. Other utility diagrams will be accepted, only if the highway right of way is properly depicted and the location of the existing and new utility proposal by the utility performing the installation is located and/or dimensioned with regards to the centerline offsets on the drawings, right-of-way illustrated, and intersections depicted.
- 4) **Project Completion** – When the utility contractor has completed the work and restored all disturbed areas, a notice shall be filed with the Highway Department stating the work is completed along with a reference to the permit number under which the work was completed. The Department will review the project upon notice by the company of the completion of the work to address any deficiencies. Upon notice of any deficiencies, the utility shall correct the work to be within compliance of the permit within thirty (30) days of the notice to do so. If no action by the utility permittee after the expiration of thirty (30) days' notice, the Department may complete or make the corrective repairs and charge all incurred expenses to the utility company or permit holder.
- 5) **Filing of Permits** – The Commissioner will accept permit requests on properly filled out forms, including drawings and all attachments by mail or email. If submitting by mail, the permit fee must accompany the permit along with one copy of the drawings. If submitting via email, permits should be sent to Highway@iowacounty.org. In either case, hard copies will be provided to the permit contact when permits are approved. Emailed drawings shall be in Adobe PDF file format, and a copy of the permit fee check should be included or a business card contact for billing. All checks shall be issued and mailed to the:

Iowa County Highway Department

1215 N Bequette Street
Dodgeville, Wis. 53533
PH (608) 935-3381

- 6) **Maintenance Work** – Utility maintenance work may be completed without a permit in accordance with the Utility Accommodation Policy Section 96.61 (D), 96.62 (E), and/or 96.63 (F), which is a part of Policy #1106. Allowance of the activity without a permit does not release the Utility Company from a responsibility to notify. The utility company shall notify the Department when and where they will be performing maintenance work, along with a point of contact and contact information for the person in charge of the work. When maintenance work consists of tree trimming, tree removal, woody vegetation removal, clearing and/or brushing, or other similar duties; the utility company shall notify the landowners of the work being performed and utility representative in charge of the work along with their contact information. During removal of trees, the landowners whose land is contiguous to the right of way along the removal project shall have a right to refusal for firewood of the tree or trees being removed.
- 7) **Signage and Marking Requirements.** Utility applicants shall be responsible for placing, setting, and maintaining any and all signage or other devices utilized for marking of utility locations of any above ground penetrations or facilities as specified within Section 96.21 of the Utility Accommodation Guide Policy #1106. Signage utilized for marking of for underground facilities shall be in compliance with the following:
- A. Signs shall be placed within two (2) feet of the fence or right of way line in such a manner that the face of the sign parallels the highway centerline and shall be so adjusted to height to not impair vision at intersection, curves, railroad crossings, or private entrances.
 - B. Signs may be erected at the following locations:
 - i. On one or both sides of a public highway or railroad right of way under which the underground utility line crosses.
 - ii. One side or both sides of a stream wider than fifty (50) feet. In navigable streams, additional signs may be erected in the stream at locations agreed to by the authority having control of the navigation.
 - iii. One side of a small stream or drainage ditch.
 - iv. At such intermediate points that signs are located at intervals of no less than ½ mile.
 - v. At other points as agreed to in the utility permit.
 - C. Signs shall be rectangular in shape and not larger than 24" X 18" when mounted horizontally or 12" X 18" when mounted vertically. Adequate contrasting color combinations for signs may be selected at the discretion of the utility, except the following two-color combinations are specifically prohibited:
 - i. Black on federal yellow
 - ii. White on red (except where required by other legal authority)
 - D. Signs shall not be reflectorized or illuminated.
 - E. Signs may include a warning message and an arrow indicating direction of the line(s). Arrows may be separated by messages, in which case the arrow sign shall be 4" X 12" in size. The warning sign shall carry the name, address, and telephone number of the owner of the line. Lettering shall not exceed 1" in height. No other advertising other than the company logo or insignia may be present. Logos or insignia shall be no greater than 20% of the vertical sign or a minimum of 1" in height.
 - F. All signs shall be erected, maintained, and replaced as required by the company owning the utility. Permission to erect these warning or locate signs in no way constitutes assumption by the highway maintaining authority of any liability for

any damages to the line(s) for any work performed or for said highway authority.

- 8) **Flagging Requirements.** Utility applicants shall be responsible for determining the Means and Methods of operations and when flagging operations may or may not be required in accordance with the MUTCD guidelines in Section 6E Flagger Control and 6F Temporary Traffic Control. As a minimum; utility applicants shall utilize flaggers for any situation where they are encroaching on a lane of traffic such that the lane they are occupying is less than 10 feet wide between the equipment and the center of the paved roadway surface. All flaggers utilized on the county highway system for directing traffic shall be certified in accordance with the Wisconsin Department of Transportation (WisDOT) Flagger Certification requirements within the 2019 WisDOT Flagger Handbook. And, possess a current Flagger Certification card as issued by the Department.
- 9) **Environmental Concerns** – Utility applicant shall fill out and investigate any environmental concerns in accordance with the Utility Accommodation Policy requirements and State Statutes or Administrative Codes. An environmental checklist form is provided for situations where archaeological/historical significant areas, contaminated UST's or LUST's sites, or other environmentally sensitive issues are encountered. When the above issues are encountered on a utility project, the utility shall halt all work in the vicinity of the area of significance and notify the Department. Utility shall work with the Department of Natural Resources to resolve those issues when encountered during construction in accordance with section 96.08 of Policy #1106. Utility shall also have in place a method for dealing with invasive species in accordance with Administrative Code NR 40.
- 10) **Private Utility Installations** – requests for installation for a privately owned or held utility line by a resident, citizen, or business shall also be subject to the conditions of the WCHA Utility Accommodation Policy #1106. In addition, the permittee shall sign a Private Utility Agreement, prior to commencement of the work. A sample Private Utility Agreement Form is in Section 96.96, and attached hereto.

See the following sections for additional supplemental information:

- Policy #1106 Section 96.12 Figure 1.0 Sample Utility Permit Form.
- Policy #1106 Section 96.64 Private Utility Facilities
- 96.90 These special conditions.
- 96.91 Summary of Permit General Conditions
- 96.92 Utility Indemnification of the County
- 96.93 Diagram of minimum required utility feature clearances.
- 96.94 Backfilling excavation diagrams.
- 96.95 Environmental Conditions Discovery Checklist.
- 96.96 Completion Certificate
- 96.97 Private Utility Work in Right-of-Way Permit Form.
- 96.98 Sample Private Utility Agreement Form

SECTION 96.91: GENERAL CONDITIONS for Private/Public Utility Permits:

- All traffic control for utility work performed on County Trunk Highways shall abide by the current version Manual of Uniform Traffic Control Devices and all Federal Highway Association (FHWA) supplements, the Wisconsin supplement thereto, and the most current version of the UW-Transportation Information Center booklet Work Zone Safety Guidelines for Construction, Maintenance and Utility Operations.

- All utility work shall be planned and implemented with full regard for safety and to minimize interference with traffic, which includes pedestrian, bicycle, ATV-UTV, and other users. On heavily travelled highways, utility work interfering with traffic may not be allowed during peak traffic hours. Any such work allowed shall be planned to minimize the closure of intersecting streets, road approaches, private driveways, and other accesses.
- No utility work shall begin until all appropriate warning signs, devices, and public protection methods are in place and fully functional, which shall be maintained until all utility work is complete. **Placement of traffic control devices shall comply with the WisDOT Work Zone Field Manual 2021 Edition.**
- All warning signs shall have prismatic, reflectorized sheeting material that complies with section 643.2.12.2 of WisDOT's Standard Specifications for Highway and Structure Construction, current edition. Warning signs shall be removed, covered, turned, or laid flat when worker's or worker's vehicles are not on the job site or when the signs' messages are not relevant. All barricades, barrels, or cones shall be reflectorized with Type H reflective sheeting as a minimum. Cones utilized during nighttime operations shall be at least 28 inches in height and reflectorized.
- The utility is responsible for marking and maintaining all aboveground and below ground structures in accordance with section 96.21 of Policy #1106. The County will not be responsible for any damages to aboveground utility structures which are not adequately and properly marked. Below ground or at-grade structures shall be set flush with the surface of the surrounding topography. The surrounding ground shall be grade to shield water and to protect the structure from being an intrusion for mowing operations.
- The utility or its contractor performing the work is responsible to assure the work site is secure against any hazard to the public at all times for the duration of the project. Vehicles, equipment, and materials, which are in active use at the work site; shall be regulated by the utility to assure consistently safe conditions are maintained.
- Utility hardware, equipment, materials, or vehicles that are located at the work site but not in the immediate (same day) use should be stored in a safe location off of the right-of-way. If it is not practical, then the equipment, hardware, or materials may be stored beyond the Clear Zone as close to the fence or right-of-way line as is possible, and suitably marked.
- Vehicles and equipment operating at the work site shall have high intensity flashing (strobe or revolving) and hazard warning lights operating when they are within the Clear Zone during work operations. Vehicles and equipment left within the right-of-way; but off of the highway overnight, shall be properly delineated and protected by reflective or flashing beacons.
- All utility, contractor, or other personnel associated to the permitted work who are out of their vehicles and within the right of way shall wear retro-reflective safety vests at all times.
- All debris, refuse, and waste resulting from the utility's activities shall be removed from the jobsite and motorists' view. Burning of cuttings, brush, or other debris shall not be permitted within the right-of-way, and may require a burn permit depending on the location in the county.
- The utility is responsible for restoring the highway and adjacent right-of-way to its original condition within one week after completion of the facility installation. Long duration projects shall be structured so as to minimize the timeframe of soil disturbance, and completed in phases.
- Any, curb, gutter, pavement, sidewalk, driveway, gravel base, ballast, shouldering material, drainage way, or other highway element disturbed by the utility shall be restored to the quality, grade, compaction, conditions etc. in accordance with WisDOT's Standard Specifications for Highway and Structure Construction, current edition. Any subsequent heaving, settling, or other faults attributable to the permitted work shall be repaired in a manner satisfactory to the Department at the utility's expense (see section 96.94 backfilling excavation operations guidelines).
- Open-cut trench excavations shall be backfilled with 6 inches to one foot of compacted granular material or sand immediately to and adjacent to protect a utility's facility being installed.

Above the protection zone, spoils from the existing trench excavation or similar non-organic material shall be compacted in 6 to 8 inch lifts to sub-grade in order that the excavated trench area shall have similar frost properties as the adjacent sub-grade materials, unless there is less than 24 inches of backfill between the utility facility's required cover materials and the sub-grade; then compacted granular material will be utilized for all backfilling.

- No open-cut trenching of the roadway will be allowed, unless illustrated on the permit submittals; specifically authorized by the Department; or where the pavement is too narrow to maintain one-way traffic at all times unless the Department has granted permission for a detour or temporary road closure.
- Pavement replacement for open-cut trenches will be in-kind with a minimum of 12 inches of nominal 3 to 6 inch Breaker Run, 8 inches of nominal $\frac{3}{4}$ or 1-1/4 inch crushed dense base coarse, and 4 inches of hotmix asphalt pavement installed in a minimum of 2 equal lifts. The utility shall minimize the length and width of the open-cut trench to those necessary for installation of the facility and protection of the workers in compliance with the OSHA excavation standards. The utility shall be responsible for future trench repairs due to settlement.
- Any turfed area of the highway disturbed by the utility shall be restored with topsoil having a minimum depth of 4 inches, and reseeded with perennial grass or sodded. Trees or vegetation which are destroyed shall be replace in-kind. Once replaced, the utility shall also maintain turfed areas, trees, and vegetation management areas until sustained growth occurs.
- The utility shall respond to any soil disturbance by promptly replacing the soil and topsoil and/or temporary seeding and mulching the soil. This includes repairing equipment or vehicle tracks that may disturb soils.
- Section 96.50, the utility shall follow Administrative Code NR40 and the Department of Natural Resources (BMP'S) Best Management Practices for control of invasive species.

SECTION 96.92: INDEMNIFICATION

The utility and its' contractor(s) shall be responsible for all means and methods with regards to the construction and maintenance of the utility installation. The applicant, utility, and contractor shall indemnify the County, its' employees, and agents in accordance with the following:

This applicant shall save and hold harmless the County, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Wisconsin State Statutes

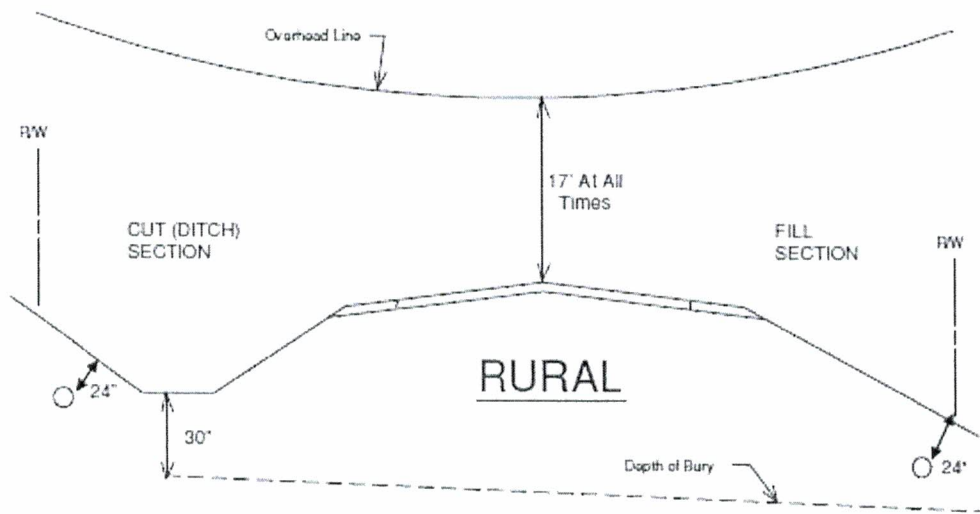
harmless, as allowed by Wisconsin law, from actions of any nature whatsoever (including any by the applicant itself), which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the applicant, or construction, or maintenance of the facilities by the applicant, pursuant to his permit or any other permit issued by the County for location of property, lines, or facilities on highway right-of-way:

- 1) While the applicant is performing the work.
- 2) While any of the applicant's property, equipment, or personnel, are in, or about such place or the vicinity thereof.
- 3) While any property constructed, placed, or operated by or on behalf of the applicant remains on the County right-of-way pursuant to this permit issued for the location of property, lines, or facilities on highway right-of-way including without limiting the generality of all of the foregoing, all liability, damages, loss expense, claims, demands, and actions on account of personal injury, death, or property loss to the County, its' officers, employees, agents, contractors, subcontractors, or frequenters, or to any persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the County, its' officers' employees, agents, contractors, subcontractors, or frequenters; applicant its' employees, agents, contractors, subcontractors, or frequenters, or any other person.

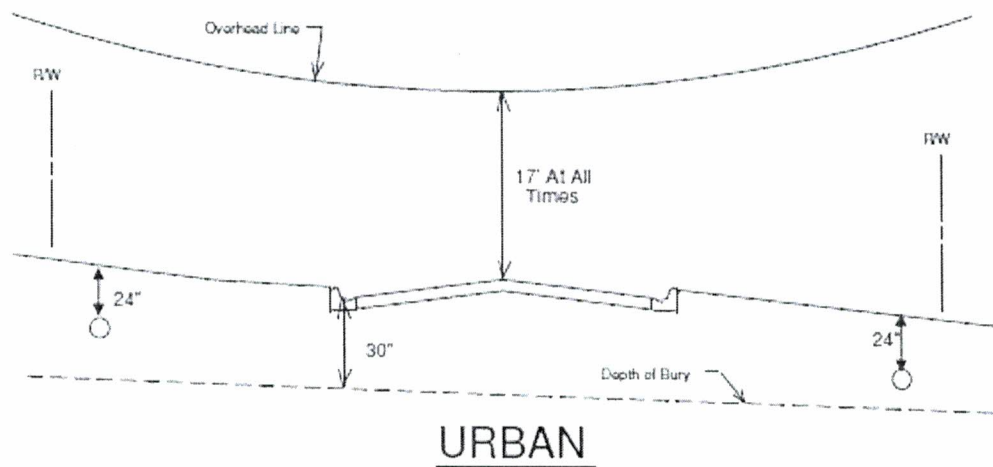
Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damages to any property, lines, or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the County for the location of property, lines, facilities on highway right-of-way in the past or present, or that are located on any highway or County property or right-of-way with or without a permit issued by the County, for any loss of data, information, or material, or trademark, copyright, or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The applicant shall at its' own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay for all charges of attorneys and all other costs and expenses of any kind arising from such liability, damage, loss, claims, demands, and actions.

Any transfer whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the applicant that remains on County property or right-of-way pursuant to their permit shall not release applicant from any of the indemnification requirements of this permit, unless the County is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of the applicant that remains on the County's property or right-of-way pursuant to the permit, shall include acceptance of all the indemnification requirements of this permit by the other person, party, or entity receiving ownership or control.

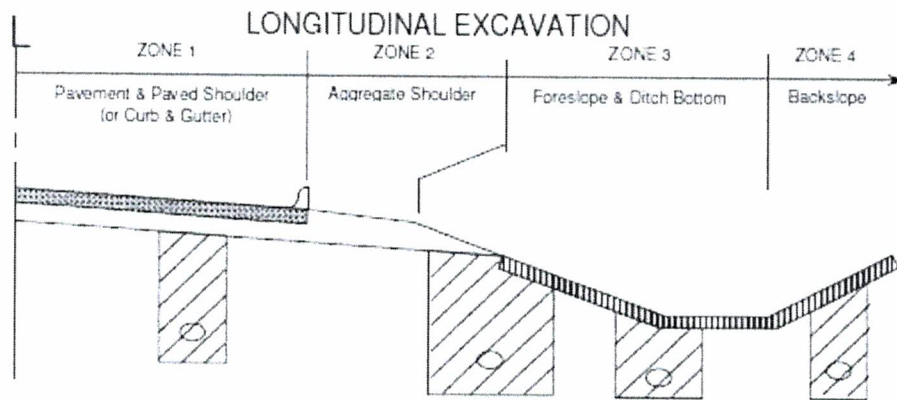
SECTION 96.93: Diagram of Minimum Required Utility Feature Clearances



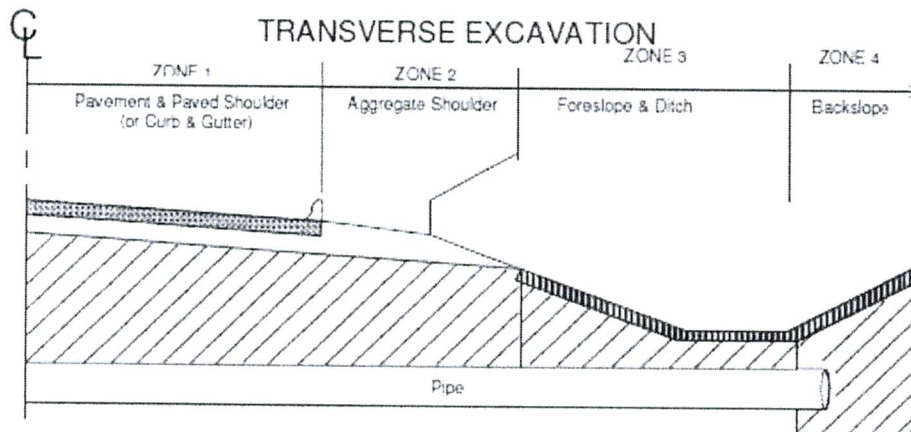
MINIMUM CLEARANCES



SECTION 96.94 Backfilling Excavation Diagrams



BACKFILLING EXCAVATION DETAIL DRAWINGS



SECTION 96.95: Environmental Conditions Discovery Checklist

If arrowheads or buildings were discovered, has the State Historic Preservation Officer been notified?

Yes No By whom? _____

Name of contact: _____ Phone: _____

If a burial was encountered, has the Burial Sites Preservation Office been notified?

Yes No By whom? _____

Name of contact: _____ Phone: _____

If a contaminated site, UST or LUST was discovered, has DNR been notified? Yes No

By whom? _____

Name of contact: _____ Phone: _____

Has County Highway Department been contacted? Yes No By whom? _____

Name of contact: _____ Phone: _____

Name of contact: _____ Phone: _____

Has the Bureau of Environment been notified (this is not a utility responsibility)?

Yes No By whom? _____

Name of contact: _____ Phone: _____

Name of contact: _____ Phone: _____

Other contacts: _____

STATUS OF PROJECT

Has work stopped in the area? Yes No **IF NO, STOP WORK IMMEDIATELY!**

Has the area been secured (fenced, staked, or marked, roped off or delineated by traffic control devices)? Yes No

Can project work continue in another area? Yes No If yes, for how long? _____

Can the affected area be avoided (utility facility placed in another location)?

Yes No

Has any completed utility work been clearly marked (staked, paint marked, or flagged)?

Yes No

Is any of the completed utility facility active, energized, etc.? Yes No

Is this utility being relocated to facilitate a highway project? Yes No

RESUMING WORK

Did County Highway indicate a timeframe in which someone would respond? Yes No

What is that timeframe? _____

Who will authorize resuming work: _____

When can the work be resumed? _____

Date authorization received? _____

SECTION 96.96 Completion Certificate

RETURN THIS COMPLETION CERTIFICATE TO THE _____ COUNTY
HIGHWAY DEPARTMENT WHEN SITE IS RESTORED

COMPLETION CERTIFICATE (for Utility Permits)

Mail or fax to address listed below

Date: _____

To: _____ COUNTY HIGHWAY DEPARTMENT

ATTN: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT: _____

FAX: _____

TELEPHONE: _____

COUNTY PERMIT #: _____

UTILITY WORK ORDER #: _____

The work requested under the above-mentioned highway permit has been completed. The Department can now review to insure proper restoration to the affected highway right-of-way has been made.

Signature: _____

Printed name: _____



Email: highway@iowacounty.org
1215 N Bequette Street
Dodgeville WI 53533-0078

Tel 608.935.3381
Fax 608.935.5788

**HIGHWAY
DEPARTMENT**

FOR OFFICE USE ONLY

Permit # _____ Check # _____
Invoice # _____ Fee Waived By: _____
Fee _____ \$50.00 _____
Paid _____ Checks payable to: Iowa _____

SECTION 96.97 Private Utility Work in Right-of-Way Form

PERMIT FOR WORK IN RIGHT-OF-WAY

Chapter 86.07 (2) of Wisconsin Statutes provides that the authority maintaining the highway issue a permit before any excavation or fill or installation of a culvert, waterline etc... is made on a public highway.

Permit issued to _____ of _____ Wisconsin.

Name of Contractor/Individual Performing Work _____

State Description and Purpose of Work _____

Conditions of Permit: The surface of the driveway connecting with rural-type highway sections shall slope down and away from the highway shoulder a sufficient amount and distance to preclude ordinary surface water drainage from the driveway area flowing onto the highway roadbed.

Any soil disturbance in the County Right-of -Way must be made whole, using erosion control methods such as grass seed, mulch or erosion blanket material.

On/Under the _____ side of County Trunk Highway _____ located _____ miles

_____ (NSEW) of the junction of _____. Sec. _____ T _____ N _____ R _____ E _____.

Town/Village/City of _____.

Signed _____

Name _____

(Please print)

Address _____

Phone _____

_____ Email _____

Signed: _____
Craig E. Hardy, Highway Commissioner

Date: _____

SECTION 96.98: Sample Private Utility Agreement Form

PERMIT FOR CONSTRUCTION WITHIN HIGHWAY RIGHT-OF-WAY

Applicant's Name _____

Address _____

City, State, ZIP _____

Phone _____ Fax _____

TYPE OF CONSTRUCTION (Describe in Detail include identification of General Contractor)____

Location: Road Name _____

Distance _____ Direction _____ from _____

feet or miles

nearest cross road or intersection

The applicant agrees to indemnify and hold harmless the Permitting Authority, its employees, and its agents, from any cost, claim, suit, liability, and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the applicant shall bind such applicant to abide by this permit and all its conditions and provisions.

The applicant understands and agrees the permitted work shall comply with all permit provisions, conditions, plans, details or notes attached hereto and made a part thereof. Applicant understands and agrees the permitted activity is an encroachment onto properties maintained by the county and retained for public usage, as such the County may request its' discontinuance of usage should the installation be determined to be a hindrance to the usage of the right of way by the public.

By _____ Title: _____

(Signature of Authorized Representative)

Date: _____

Permit Approval by the Permitting Authority: This permit conforms to the requirements of the Iowa County Highway Department.

By _____ Title: _____

(Signature of Authorized Representative)

Date: _____

PRIVATE UTILITY LICENSE AGREEMENT

This application is hereby approved and permit issued by the Iowa **COUNTY** Highway Department, subject to full compliance with all provisions on the reverse side hereof and all attachments hereto.

By _____
(signature of authorized representative)

Title _____ Date _____

Pursuant to Wisconsin Statutes, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern.

1. When one-way traffic or a detour is used, the contractor shall provide all necessary signs, flagmen, and lights required according to the latest edition of the "Manual on Uniform Traffic Control Devices." When a detour is allowed, local newspapers, radio stations, law enforcement and fire authorities, postmaster and school bus operators shall be notified by the contractor in advance of any work being started. The Owner/Installer shall not close the roadway or install a detour without proper notification of the Iowa County Highway Commissioner requesting to do so.
2. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or his representative. Access to all private drives and public road intersections shall be maintained and all disturbed areas completely restored.
3. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, labor and Human Relations, and any applicable local regulations. Trenching or excavating of the roadway will not be allowed, unless specifically stated within this agreement under type of construction.
4. A copy of this approval along with any plans and special provisions shall be available on the job site during installation.

SPECIAL PROVISIONS

Owner shall specify the manner of construction with a Plan document illustrating the location of the crossing and boring pits. Owner shall specify the method/manner of construction with the County Highway Commissioner prior to installation.

This AGREEMENT is entered into between OWNER, a Wisconsin landowner (hereinafter called "**PERMITTEE**") and the **COUNTY** of Iowa, Iowa **COUNTY**, Wisconsin (hereinafter called "**COUNTY**").

RECITALS:

A. **PERMITTEE** is the lessee, easement holder, or owner of record of the following described parcels of real estate: A portion of lands within section XX of Town X North, Range X East/West in the Town of xxxxx, Iowa County Wisconsin along and contiguous to the right of way for CTH xxxxx.

B. **PERMITTEE** desires to install an **irrigation system** upon adjacent cropland parcels, which system will require the installation of a pipeline across and beneath the **COUNTY** road X which separates such parcels. Location of the parcel is shown on attached map.

C. **PERMITTEE** has requested **COUNTY** to grant it a license to permit the installation of such pipelines across and beneath the **COUNTY** roads which separate the parcels and **COUNTY** is willing to grant such permission to **PERMITTEE** on the terms and conditions

hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is acknowledged by the parties, the parties hereby agree as follows:

SECTION 1: GRANT OF LICENSE

COUNTY hereby grants to **PERMITTEE**, its successors and assigns, a license (hereinafter the License) for

- (a) Type of system: Metal casing or heavy wall (SDR 35 or equivalent) PVC pipe for crossing liner/casing pipe. Casing pipe to extend from ditchline to ditchline or toe of slope to toe of slope, with a minimum bury of 6 feet to alleviate frost issues, or be properly protected to negate frost effects as approved by the COUNTY. The metal casing pipe shall be adequately sized to handle the stainless steel irrigation water line proposed per the irrigation system manufacturer's recommendation. In addition, a separate nominal 2-inch diameter line shall be installed adjacent to the water line for conveyance of private electrical utility. Both ends of the irrigation water line pipe crossing at the end of casing shall be fitted with a cleanout access for blowing out and removal of standing water in the winter seasons, to negate the effects of frost and frost rupture of the system.
- (b) Location: The crossing shall be installed from the property side of the line to property line side of the line across the right of way. The Owner shall meet the following additional requirements:
 - a. The crossing shall intersect the roadway centerline at either a 90 ninety degree angle or at a 45-degree angle.
 - b. The crossing and casing pipe shall be a direct line of sight from right of way intersection point to right of way intersection point, no angle points or bends.
 - c. The Owner shall mark both ends of the line with a metal reflective sign on a metal sign post at the point where the line enters the right of way on each side. The Owner shall be responsible for maintaining the signage to signify its' location for the duration of its' existence.
 - d. The Owner shall be responsible to notify all future permittee's of the utility location and depth. Owner shall provide an As-Built map/drawing of the utility location to the Highway Department upon completion of its' installation. Receipt of the drawing, shall not alleviate the Owner of its' responsibility to maintain the private utility service.

SECTION 2: PURPOSE AND RESPONSIBILITIES DEFINED

1. The use of the License shall be limited to the installation and maintenance of one (1) **irrigation system** at +/- 1100 feet south of the intersection of CTH K and STH 14 in section 24, T-8-N, R-5-E in the Town of Arena. The initial installation of the pipeline and any future required replacement

of the pipes beneath noted location shall only be installed by means of jacking and boring beneath the County trunk Highway at a sufficient depth so as not to damage the pavement or base course of the County Highway at said location. Owner and installer shall verify the requirements for depth of bury to address potential issues related to frost/heave action of the subsurface soils.

2. **PERMITTEE** and its successors and assigns shall be responsible for and shall hold **COUNTY** harmless from any and all damage to said pipelines including, but not limited to, any and all damage which may result from the future construction, installation, repair and/or maintenance of the County Trunk Highway and/or the ditches, drainage ways, culverts, bridges and other improvements located within or adjacent to such public rights-of-way by **COUNTY** and/or its employees, agents, or any other person or entity performing services on behalf of **COUNTY**.

3. **PERMITTEE** and its successors and assigns shall be responsible for and liable to **COUNTY** for any damage to the County Trunk Highway resulting from said pipelines (including, but not limited to, the installation and maintenance thereof). **PERMITTEE** and its successors and assigns shall indemnify **COUNTY** from and against all loss, costs (including reasonable attorney's fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with or resulting from said pipelines being located under the County Trunk Highway location noted above including, but not limited to, the installation and maintenance of said pipelines.

4. **PERMITTEE** and its successors and assigns shall restore any portion of the County Trunk Highway or right of way which may be disturbed by any installation or maintenance of the pipelines to its condition before the disturbance.

5. **PERMITTEE** and its successors and assigns shall have the right to any access needed to install and maintain said pipelines under the County Trunk Highway location noted above.

6. **PERMITTEE** and its successors and assigns shall be responsible for any and all costs incurred in connection with the installation and maintenance of said pipelines including, but not limited to, the complete restoration of the County Trunk Highway location noted above to its condition before any installation or maintenance activities.

7. **PERMITTEE** and its successors and assigns shall be responsible for obtaining any and all state, **COUNTY** or other permits required to install the pipelines under the County Trunk highway location noted above.

8. **PERMITTEE** and its successors and assigns shall be responsible to field locate the permitted **irrigation system** for the **COUNTY** and other companies that are performing maintenance or construction within the **COUNTY** right-of-way. If **PERMITTEE** does not belong to the normal utility locating service, **PERMITTEE** assumes the risk of protecting its own **irrigation system** and holds **COUNTY** harmless for any damage to **irrigation system** incurred when **PERMITTEE'S irrigation system** is not identified and marked.

SECTION 3: CONSIDERATION

The consideration for the granting of this License is the covenants and conditions contained herein, and no payment of money shall be required by **PERMITTEE** to **COUNTY** for this agreement.

SECTION 4: LICENSE TO RUN WITH LAND

All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by **PERMITTEE** and **COUNTY** and their respective successors and assigns. **PERMITTEE** and any successor or assign to **PERMITTEE** as fee simple owner, easement holder or lessee of parcel shall cease to have any liability under this Agreement with respect to facts or circumstances arising, after such party has transferred their/its interest(s) in parcel to an unrelated third person or entity. Should the two parcels of land which the irrigation system join be separated in ownership, the Owner agrees to abandon and fill the piping in place with suitable non-settling materials; as mutually agreed to by the Owner and County.

SECTION 5: TERMINATION

This License may be terminated by **COUNTY** at any time upon the giving of not less than 180 days advance written notice to **PERMITTEE** or its successor or assign.

SECTION 6: GENERAL PROVISIONS

1. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
2. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
3. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Iowa **COUNTY**, Wisconsin.
4. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
5. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the

right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms and conditions of this Agreement.

6. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

Dated this _____ Day of _____, 2013.

PERMITTEE

COUNTY OF IOWA

By: _____

By: _____

Iowa County Highway Commissioner

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
 :ss
COUNTY OF IOWA)

Personally came before me this _____ day of _____, 2013 the above-named _____, in his capacity as Owner of Record of the parcels and **PERMITTEE** to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Iowa County, Wisconsin
My Commission is permanent
or expires: _____.