

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
NASHVILLE, TENNESSEE

Distribution  
White—Applicant  
Yellow—State Utilities Engineer  
Pink—Regional Utilities Engineer  
Gold—District Engineer



Agreement No.	44677
State Hwy. No.	SR-29A
Project No.	73009-6205-04
County	ROANE
Type of Surety	
Bond or Check No.	

APPLICATION AND UTILITY USE AND OCCUPANCY AGREEMENT

TO: Regional Utilities Engineer  
State of Tennessee  
Department of Transportation  
(SEE BACK FOR ADDRESS)

Application is hereby made by HARRIMAN UTILITIES BOARD

Name of Applicant

BOX 434, HARRIMAN, TN 37748

Address and Zip Code

for permission to install and maintain the following described utility facilities on the right-of-way of State High-

way No. 29A in ROANE County: POWER, WATER, SANITARY SEWER & GAS

Description

At the following described location RELOCATE AS NECESSARY TO CLEAR PROJECT CONSTRUCTION

Location

in accordance with the attached plan and subject to RULES AND REGULATIONS FOR ACCOMMODATING UTILITIES WITHIN HIGHWAY RIGHTS-OF-WAY heretofore issued by the Department of Transportation, and made a part hereof by reference thereto, and particularly to those provisions shown on the reverse side of this agreement and any special provisions set forth herein.

Special Provisions: \_\_\_\_\_

Applicant is to deliver a bond, acceptable to the Department of Transportation, in the sum of \$ N/A to guarantee installation of facilities consistent with provisions of this agreement and maintenance of the highway right-of-way for a period of N/A months after acceptance of the condition of the highway right-of-way by an authorized representative of the Department of Transportation.

This agreement is to be strictly construed and no work other than that specifically described above is hereby authorized.

APPLICANT

By: Richard A. Hall 6-21-84  
Signature Date

Engineer  
Title

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

By: Lewin Evans  
State Transportation Engineer

APPROVED:

By: Walter L. Bailes  
Regional Utilities Engineer

By: J. L. Santell  
Regional Engineering Director

By: Allen M. Zager  
State Utilities Engineer

AGREEMENT GRANTED to make the above described installation in accordance with the applicable sections of the Rules and Regulations, Regulations shown on the reverse side of this agreement and Special provisions made a part of this agreement, this 13 day of July, 19 84.



The Applicant in applying for this agreement agrees to the following:

1. Applicant shall design, install and maintain its facilities in accordance with RULES AND REGULATIONS FOR ACCOMMODATING UTILITIES WITHIN HIGHWAY RIGHTS-OF-WAY heretofore issued by the Department of Transportation.
2. Applicant, before commencing any work or installing any facilities shall submit to the Department of Transportation's regional office plans showing the location, type and scope of all work to be done or appliances to be installed in order that the Regional Utilities Engineer may recommend approval of the proposed work.
3. Applicant agrees that it will be responsible for any damages caused by any negligence on its part, including but not limited to the improper placing of or failure to display construction signs, danger signs, and other required signing and will bear any expense proximately caused by its operation on the right-of-way.
4. Applicant shall pay the salary and expenses of any Inspector(s) that the Department of Transportation may see fit to place upon the work while such Inspector(s) is/are assigned to this work. The Department of Transportation before incurring any expenses expected to be charged to the Applicant shall advise the Applicant in writing of this fact.
5. Applicant shall replace or repair any portion of the pavement, shoulders, bridges, private driveways or any part of said highway which may be disturbed or damaged. Replacements and repairs shall be made in accordance with the Department of Transportation's Standard Specifications For Road and Bridge Construction and any additional instructions which may be issued. Applicant agrees that the Department of Transportation may accomplish further replacements or repairs in the event those made by the applicant are not satisfactory, in which event the Applicant will reimburse Department of Transportation for the cost of such other replacements or repairs. Except in cases of emergency the Department of Transportation shall notify the Applicant of the nature and extent of such further replacements or repairs to be accomplished prior to undertaking the work.
6. If, at any future time, it should become necessary in the maintenance, construction or reconstruction of said highway to have Applicant's appliances and facilities removed in order that said highway may be properly maintained, constructed or reconstructed or in the event said appliances and facilities should, at any time, interfere with the use of said highway, the Applicant agrees upon being requested so to do by Department of Transportation to remove said appliances and facilities as promptly as the magnitude of the work to be accomplished will permit, at its own expense and without cost to the Department of Transportation, unless any requested removal should be contrary to any law of the State.
7. Applicant shall be responsible for any conflicts with other utilities or appurtenances that are on the highway right-of-way and shall notify the respective owner(s) of any conflicts and secure the owners permission for any alterations.
8. The Department of Transportation does not grant the Applicant any right, title or claim on any highway right-of-way and in granting this permission to go upon the right-of-way does not, in any way, assume the maintenance of the Applicant's facility.
9. This agreement shall become void if work is not commenced within a year from date of execution of this Agreement.

Mail to appropriate Region Office c/o Regional Utilities Engineer

**REGION IV**

P. O. Box 429  
Jackson, TN 38301  
Tel. 424-4110

**REGION III**

2200 Charlotte Ave.  
Nashville, TN 37203  
Tel. 320-8285

**REGION II**

P. O. Box 910  
Chattanooga, TN 37401  
Tel. 892-3430

**REGION I**

P. O. Box 58  
Knoxville, TN 37901  
Tel. 546-3660

