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2020-TO-012

TOWN OF GREENVILLE UTILITY AGREEMENT

The Town Council of the Town of Greenville, Indiana, (hereinafter "the Town", and Main Stream Fiber (hereinafter referred to as "Permittee", hereby agree that utility located at the locations described in the attached Exhibit A, is hereby granted a permit to be located with the right-of-way's within the Town's limits, in accordance with Exhibit

A. In consideration with the following terms and conditions:

- 1. The above and herein described utility facilities are to be retained, installed, adjusted, or relocated on, over, along, or under the roads within the right-of way limits will be located and accommodated in a manner that will not impair the roadways, or their construction or maintenance, or interfere with their safe operation.
- 2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Town and assume the cost thereof, except when Permittee has a compensable property right therein or when reimbursements of such costs is provided by law.
- 3. The Permittee further agrees to comply with the rules and regulations of the Town in servicing, maintaining, replacing, and removing the above described utility facilities, and to obtain permits before performing any of these functions on such facilities within the right of way.

4. The Permittee shall hold harmless and indemnify the Town from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this Agreement.
5. During the progress of any construction undertaken within the limits of said roadways, the Permittee shall provide or cause to have present at the Work Site, watchman and flagmen as may be reasonable required by the Town for the safety and convenience of the public, and shall maintain and furnish or cause to maintain and furnish barricades, signs, and lights reasonably necessary to protect the public. Traffic flow shall be maintained at all times unless otherwise indicated herein by special endorsement of the Town's duly authorized representative.
6. All damage to drainage structures, roadbeds, pavement, and other appurtenances arising from the installation, maintenance, or repair of the Permittee's facilities shall be repaired at the expense of the Permittee and to the satisfaction of the Town. No portion of the pavement of any roadway shall be disturbed without the prior permission of the Town. Upon completion of any work within the limits of the highway, all disturbed portions shall be replaced as nearly as practicable and in as good a condition as they were when work was begun and to the satisfaction of the Town.
7. Any utility facility shall have four (4) feet of cover below the road surface.
8. The permittee shall maintain the portion of the road disturbed for a period of one (1) year from the date of completion of the work.


Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.


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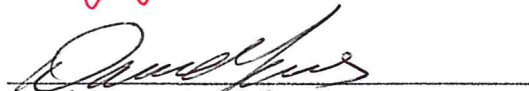
Authorized Representative of Main Stream Fiber

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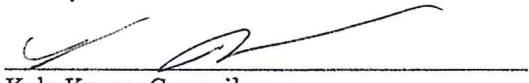
Town Council for the Town of Greenville, Indiana

  
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Gregory Redden, President

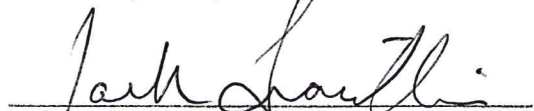
  
\_\_\_\_\_  
Andy Lemon, Vice-President

  
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David Gomes, Councilman

  
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Skip Powell, Councilman

  
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Kyle Kruer, Councilman

Attested by Clerk/Treasurer for the Town of Greenville, Indiana

  
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Jack Travillian, Clerk/Treasurer

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