



ROAD IMPACT AGREEMENT

**Residential and Commercial Driveway Permit
Application**

Permit Number: _____

Date: _____

The Board of Commissioners of the County of Elkhart, Indiana ("Commissioners") and "Contractor", as defined below, agree as follows:

1. Installation: The Commissioners agree that the Contractor may construct the following improvements or take the following action within a public road of Elkhart County, Indiana ("Installation") (check appropriate Installation below).

A. Residential Driveway. Commercial/Industrial Driveway. _____ Other Use. _____

WIDTH OF DRIVEWAY IN RIGHT OF WAY _____

Further Project Information or Criteria (where applicable):

A. NEW DRIVE: ASPHALT _____ CONCRETE _____ OTHER _____ N/A _____

B. EXISTING ROAD SURFACE: ASPHALT _____ CONCRETE _____ OTHER _____ N/A _____

C. CURB & GUTTER: YES, _____ NO _____ N/A _____

D. PIPE REQUIRED: YES, _____ NO _____ N/A _____

E. SWALE TO BE MAINTAINED/CREATED: YES, _____ NO _____ N/A _____

F. PASSING LANE REQUIRED: YES, _____ NO _____ N/A _____

G. ACCEL/DECEL LANE(S) REQUIRED: YES _____ NO _____ N/A _____

H. FOR SPECIAL INSTRUCTIONS SEE SECTION 12 BELOW: YES _____ NO _____

Additional project description/details:

2. Location: The Installation described in section 1 is to be located at:

SITE ADDRESS (if applicable): _____

SUBDIVISION (if applicable): _____

Township: _____ Elkhart County, Indiana Parcel Number _____

Nearest Intersection to subject site: North _____ East _____

South _____ West _____

3. Compliance: Timing. The Installation described in section 1 shall be constructed or undertaken in compliance with the Elkhart County Roads Guidelines and Standards for Design and Public Improvement ("Street Standards"), in effect at the time this agreement is approved by Elkhart County and any other applicable Elkhart County Ordinance, application form, approval, or authorization permit, or other agreement required by or pertinent to the Installation.

The Installation described in section 1 shall be commenced on or about _____ and shall be fully completed, in conformity with this Road Impact Agreement, by no later than _____.

4. Damages. The Contractor shall be responsible for any damage it causes to any roadway, drainage structure, or other Public Improvement located within a Right-of-Way during the construction of the Installation described in section 1. Contractor shall be responsible for and indemnify and hold the Commissioners harmless from any claim for damages of any nature resulting from Contractor's Installation described in section 1, or any actions or undertakings associated therewith, including the payment of attorneys' fees and other expenses incurred in the defense of any claim against the Commissioners.

5. Safety. During the Installation described in section 1, the Contractor shall use all reasonable efforts to protect the public from any danger associated with the construction of said improvement or action. Contractor shall be solely responsible for any such damage caused to the public, to include indemnifying and holding harmless Commissioners per section 4 above.

6. Remedies. If the Contractor fails to follow the terms of this Agreement or the requirements found in the "Street Standards," the Contractor shall be liable for any damage it causes as a result of the violation of this Agreement or the Street Standards, including attorneys' fees incurred by the Commissioners and all other reasonable costs and expenses incurred in enforcing said standards. Additionally, if Contractor fails to construct, maintain, or undertake the Installation as agreed and in violation of the Street Standards, or if Contractor shall in any fashion breach the terms and conditions of this Road Impact Agreement, or if Contractor shall otherwise fail or refuse to comply with the Zoning and/or Subdivision Ordinance of Elkhart County, Indiana, the Commissioners may seek and pursue all other remedies available at law or in equity, to include the remedy of specific performance or injunctive relief, and in addition thereto, the Commissioners may directly, or through their authorized representatives or departments, cancel, rescind, or terminate any permits or authorization heretofore granted to Contractor, and may withhold any construction, building, occupancy, or other permits sought by Contractor, at the location set forth in section 2 AND at any other locations in Elkhart County, until all such failures, breaches, or violations of Contractor shall be cured to the satisfaction of the Commissioners.

7. Contractor. "Contractor" as used within this Agreement, and in any application, or permit, applicable to the improvements, shall be and mean the company or entity set forth below, or the individual or individuals set forth below. Each person signing this Road Impact Agreement for and on behalf of a company or entity certifies that he or she is duly authorized and empowered on behalf of such company or entity to execute and deliver the same for and on behalf thereof. Any person signing below as "Contractor" in an individual, non-representative capacity shall be personally responsible and accountable for the terms and conditions of this Road Impact Agreement.

8. Contact Person. The contact person for the Contractor and applicable address and phone number, therefore, for all purposes under this Agreement are as follows:

Name: _____

Address: _____

Phone Number: _____ **Email or Fax:** _____

9. Agents and Representatives. The duties of the Contractor to indemnify and hold Commissioners free and harmless per the terms of this Road Impact Agreement, or the Street Standards, shall apply to Commissioners, Elkhart County Government Generally, and to the officers, agents, elected officials, employees, and representatives thereof.

10. All Residential Driveways Residential driveways shall be designed and installed to comply with Figure 5, attached.

11. All Commercial Driveways All Commercial Driveways shall be designed and Installed to comply with Figure 6, attached. A \$5000 performance bond/surety shall be submitted with all commercial driveway applications.

12. Special or Additional Standards (for office use only)

13. Binding Effect. This Agreement shall apply to and be binding upon Contractor, and the successors, assigns, heirs, and beneficiaries of the same.

CONTRACTOR:

Date: _____

SIGNATURE OF AUTHORIZED AGENT

PRINTED NAME

TITLE

NAME OF CONTRACTOR

COMMISSIONER'S REPRESENTATIVE:

Date: _____

SIGNATURE OF AUTHORIZED AGENT

PRINTED NAME

TITLE

FINAL INSPECTION AND CERTIFICATION

The undersigned hereby certifies and confirms that he/she has undertaken the final inspection on the Installation contemplated by the above-referenced Road Impact Agreement, and the undersigned herewith confirms that the Installation was completed by the Contractor as of _____(date), and that such Installation was constructed consistent with the terms and conditions of such Road Impact Agreement.

SIGNATURE

PRINTED NAME

TITLE