LAND USE PERMIT
LUP-PA
Permit Agreement for Occupation of Right-of-Way
August 26, 2014

This Agreement ("Agreement") dated this ____ day of _____, 20____ is by and between the Commonwealth of Virginia, Department of Transportation with offices located at 1401 East Broad Street, Richmond, Virginia 23219 ("VDOT") and _____ ("Permittee").

Whereas, 24VAC30-151-730 of the General Rules and Regulations of the Commonwealth Transportation Board provides that VDOT shall be compensated by a utility company for the use of state maintained right-of way , said agreements to be governed by the criteria set forth in 24VAC30-151, and;

Whereas, the Permittee has requested permission to occupy state maintained right-of-way located on Route _____ (route no.), _____ (route name) in _____ (city, town, or county), Virginia, as follows:

☐ A new longitudinal occupancy of the limited access right-of-way where none has existed before, as allowed for in 24VAC30-151-300 and 24VAC30-151-310 of the General Rules and Regulations of the Commonwealth Transportation Board.

☐ A new communication tower or small site facility located within limited access or non-limited access right-of-way, as allowed for in 24VAC30-151-300 and 24VAC30-151-350 of the General Rules and Regulations of the Commonwealth Transportation Board.

☐ A perpendicular crossing of limited access right-of-way, as allowed for in 24VAC30-151-310 of the General Rules and Regulations of the Commonwealth Transportation Board.

Whereas, VDOT is willing to allow the Permittee to occupy the limited-access right-of-way in accordance with 24VAC30-151 of the General Rules and Regulations of the Commonwealth Transportation Board.

Now Therefore, the parties mutually agree to the following:

1. VDOT does hereby permit the Permittee's facilities to occupy state maintained right-of-way in accordance with 24VAC30-151-300 and 24VAC30-151-310 of the General Rules and Regulations of the Commonwealth Transportation Board.
2. The Permittee shall pay VDOT an annual accommodation fee in the amount of $_____ in exchange for VDOT authorization to occupy the right-of-way.
3. VDOT shall collect the accommodation fee annually until such time as the Permittee's facilities no longer occupy the right-of-way.
4. The Permittee hereby agrees to indemnify, defend, and hold harmless the Commonwealth Transportation Board, members of the Board, VDOT, the Commonwealth of Virginia, its agencies, institutions, officials, employees, and agents from and against all loss or damage, suits, judgments, costs, fines (including any sums ordered to be paid or expended by VDOT by any governmental entity as a fine, penalty or damages for any violation of any applicable environmental law or to remediate any hazardous or other materials), whether relating to person or property, arising from use of the right-of-way by Permittee, its employees, agents, subcontractors, and/or invitees.

Virginia Department of Transportation:

_____
Signature **Date**

_____
Printed Name

_____
Title

Permittee Permit No.: _____

_____
Signature **Date**

_____
Printed Name

_____
Address

_____
City **State** **Zip Code**