

**PROPOSED COMMUNICATION LINE INSTALLATION IN COUNTY RIGHT-OF-WAY TO THE
COMMISSIONERS COURT OF GRIMES COUNTY, TEXAS**

FROM:

RE:

Crossing: _____ **Parallel Install:** _____

Road: _____

Precinct No.: _____

Formal notice is hereby given that _____
(Applicant) proposes to place a _____ communication line within
the right-of-way of County Road - _____ in Grimes County, Texas, as follows:

The location or description of the proposed installation is more fully shown by a copy of the drawings attached to this notice as Exhibit "A" and incorporated herein.

Applicant hereby agrees to the following:

1. The County Engineer must be notified prior to the beginning of construction in order that he might be on hand to designate the actual location of the installation.
2. All roadways and rights-of-way will be repaired to their original condition to the satisfaction of the County Engineer upon any damage thereto.
3. Grimes County reserves the right to require Applicant to relocate or lower any installation at no cost to Grimes County, as necessary for alteration to the roadway or right-of-way.
4. Grimes County is in no way responsible for any damage that might occur to any existing utility lines in the right-of-way.
5. The line will be constructed and maintained in the County's right-of-way in accordance with governing laws. The previous provision notwithstanding, permanent signage indicating the owner of the communication line, the emergency telephone number of the owner, and the type of the communication line shall be installed in the appropriate location of the communication line at its intersection with the outer perimeter of the County's right-of-way. All crossings must be perpendicular to the centerline of the roadway unless otherwise approved.
6. Install underground utilities in accordance with the Texas Administrative Code, Title 43, Part 1, Chapter 21, Subchapter C, Rule §21.40, "Underground Utilities, except that cable television or copper communication lines shall be a minimum of 48" below the centerline of the roadway or 24" below the lowest point of the bar or drainage ditch and fiber optic lines shall be a minimum of 84" below the centerline of the roadway or 48" below the lowest point of the bar or drainage ditch. The lowest point of the ditch shall be defined as at least 24" below the centerline of the roadway or lower as exists at the crossing location.
7. Applicant agrees to comply with Chapter 251, Texas Utilities Code (Underground Facility Damage Prevention and Safety Act) in operations not excepted or exempt from compliance by Sections 251.155 and 251.156 thereof.

8. Ditch line shall be compacted to ninety percent (90%) standard density ASTM-Test Method No. D-698; test shall be conducted by an Independent Geotechnical testing firm; copies of all test results shall be furnished to the Grimes County Engineer.
9. Provide appropriate traffic control and/or devices in accordance with the latest Texas Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Texas Department of Transportation, and all other State and Federal laws governing utility construction. Provide any additional traffic control as required by the County Engineer.
10. **APPLICANT AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS GRIMES COUNTY, INCLUDING, BUT NOT LIMITED TO, ITS AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, COMMISSIONERS, OFFICERS, OFFICIALS, AND CONTRACTORS FROM ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, AND LIABILITY OF EVERY KIND AND CHARACTER ARISING IN FAVOR OF THE APPLICANT OR ANY THIRD PARTY ON ACCOUNT OF PERSONAL INJURIES, DEATH, OR LOSS OR DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF RESULTING FROM ANY ACCIDENT, OCCURRENCE, OR EVENT WHICH IN ANY MANNER IS RELATED TO THIS AGREEMENT, OR TO THE CONSTRUCTION, OPERATION, MAINTENANCE, OR REMOVAL OF THE COMMUNICATION LINE(S) DESCRIBED HEREIN REGARDLESS OF WHETHER THE SAME MAY RESULT FROM GRIMES COUNTY'S ORDINARY NEGLIGENCE, IN WHOLE OR IN PART. APPLICANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS GRIMES COUNTY FROM ATTORNEY'S FEES AND COSTS TO ENFORCE THIS AGREEMENT AS WELL AS ATTORNEY'S FEES INCURRED IN DEFENDING GRIMES COUNTY IN ANY LEGAL ACTION FILED AGAINST GRIMES COUNTY.**
11. It is expressly understood that Grimes County does not purport, hereby to grant any right, claim, title, or easement upon this road. It is further expressly understood that Grimes County has no authority to grant any rights in the road's subsurface if such is owned by an individual who or entity which has not consented to the installation of the communication line unless such communication line is for public purposes.
12. The installation should not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Grimes County may take such action as it deems appropriate to compel compliance and shall be entitled to recover all costs and attorney's fees in connection therewith.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.
14. The communication line contemplated herein shall be installed within one year of the date hereof. Should the Applicant fail to install such prior to the expiration of one year, Applicant shall execute and file a new Application and pay additional fees.

Construction of this line will begin on or after _____.

Submitted by Application on _____.

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this Agreement.

APPLICANT:

By: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

APPROVED BY COMMISSIONERS COURT on _____.

Grimes County Judge

ATTEST:

Grimes County Clerk