

THE STATE OF TEXAS  
COUNTY OF JACKSON

APPLICATION FOR COUNTY ROAD CROSSING  
(UTILITIES)

The UNDERSIGNED, representing to the Commissioners' Court of the County of Jackson, State of Texas, that it is a utility company, and it respectfully requests the right, privilege, permission, easement and franchise to construct, extend, maintain, operate, repair, replace and remove a utility line with appliances, tie-overs and appurtenances necessary for the operation thereof, under certain public roads and public lands, as hereinafter described, all of which are within and under the jurisdiction of the Commissioners' Court of Jackson County, Texas.

The foregoing application is granted, provided however, that the undersigned, its successors and assigns, shall effect all installations in a manner in accordance with good engineering practice, taking care as well as responsibility for the convenience and safety of the public, doing so in a manner so as not to interfere with the public use of any right-of-way or road within the jurisdiction of Jackson County, except during the period of construction; further provided, that said roads and public lands as may be affected by either the construction or occupation of the undersigned and use thereof by the undersigned, shall be replaced and restored to their former condition and shall be maintained in their former condition.

Number of Utility Lines: \_\_\_\_\_

Type of Utility: \_\_\_\_\_

Size of Bore or Cut: \_\_\_\_\_

This utility crossing permit is limited to the following county road(s):

\_\_\_\_\_

In addition to those requirements and obligations imposed by Statute and the common laws of the State of Texas, the following requirements and obligations are made a part of this order and shall be adhered to by the undersigned, as well as its agents, contractors and subcontractors:

1. As consideration for the granting of this permit, the undersigned agrees to pay to Jackson County the sum of \_\_\_\_\_ for each road crossing. Payment must be made in the form of a check made payable to *Jackson County Treasurer*, 115 W. Main, Edna, Texas 77957, and must be attached to application when submitted.

2. This permit shall be void if installation does not begin prior to the 91<sup>st</sup> calendar day from the date of approval.

3. Any paved road which may be crossed shall be bored and placed in conduit.

4. Any unpaved road or roads that are cut, there shall be added additional gravel or caliche, as the case may be, and the undersigned and/or its agents and contractors or

subcontractors, shall thoroughly tamp such road to prevent sinking, including the addition of base material if necessary to prevent erosion and/or sinking of the road. The maintenance of the area of crossing shall be the continuing obligation of the undersigned so long as said utility remains in the existence beneath the surface of the road crossed. Crossings under the provisions hereof shall likewise be placed in conduit.

5. Before any work is commenced, the respective County Commissioner, in whose precinct the work is located, shall be notified and the work shall be commenced at a time convenient to Commissioner and/or the person designated by said Commissioner to overlook any laying of the line and/or the crossing of any road or roads within the Commissioner's precinct.

6. The undersigned, its contractors and/or subcontractors, for the protection of the public, shall install construction and maintenance signs and barricades at the worksite, and all such sign shall conform to the standards of Texas Manual on Uniform Traffic Control Devices, including the distance from the crossing, etc., during and after construction. The undersigned shall remain responsible for the maintenance of the crossing area for the public's protection for so long as the utility is in existence and use.

7. On roads that are bored and cased, the bore pit and vent for such casing shall be located on private property and not on either the public roads or public lands.

8. All utilities shall be located and maintained at a minimum of 36 inches below the bottom of any barrow ditch grade line under which said utility shall be laid. If the easement adjacent to the roadway is used for the laying of the utility, the obligation to maintain the area, including but not by way of limitation, proper backfilling and tamping shall be the obligation of the undersigned for so long as the right-of-way is used, and shall be done in such a manner so as not to cost either the County or any drainage district within the County any additional sums for maintenance because of the existence of the undersigned's utility or utilities.

9. Permission to cross any county roads or highways, in addition to those listed above, shall be acquired by supplemental application, and the terms and conditions thereof shall be precisely the same as those herein contained.

10. In the event that the County should widen or alter any roadway which is crossed by the undersigned, the undersigned shall extend the utility and its conduit under the entirety of the widened right-of-way at its expense, compacting, subgrading and basing any and all excavations or ditches which may be necessary for such extensions and the undersigned shall accomplish said widening or altering at its sole cost and expense and in conformity with the instructions and requirements of the County, the Precinct Commissioner and/or the contractor or highway engineer who is widening any existing roadway.

11. When the undersigned applicant ceases to use any utility laid under the terms hereof and the same is not in use for a period of time in excess of six (6) months, it shall immediately notify the Commissioner of whose precinct the line is laid and at the Commissioner's option the line shall be considered abandoned and the undersigned shall cause the same to be removed and the land and any roads crossed restored to proper condition. Said removal shall be done only after notifying the involved Commissioner of the time of removal.

12. The undersigned, its successors and assigns, are hereby expressly given and granted the right to assign this permit; provided, however, no such assignment shall relieve the undersigned of its obligations hereunder. The undersigned shall provide the County with a copy of any assignment by the undersigned within sixty (60) days from the effective date of any such assignment. This agreement shall bind and inure to the benefit of the respective parties, their heirs, devisees, personal representatives, successors and assigns. Any assignment agreement shall state that the assignee must comply strictly with this original agreement and under no circumstances may increase its burden to the County.

13. IT IS FURTHER PROVIDED THAT THE UNDERSIGNED (APPLICANT AND GRANTEE HEREIN), ITS SUCCESSORS AND ASSIGNS, IN THE USE OF THE EASEMENT, RIGHT-OF-WAY AND THE AUTHORITY HEREIN GRANTED, SHALL AT ALL TIMES HOLD JACKSON COUNTY AND ITS AGENCIES AND/OR SUBDIVISIONS, AS WELL AS ITS EMPLOYEES, HARMLESS OF AND FROM ANY AND ALL CLAIMS, CAUSES OF ACTION FOR DAMAGES WHICH MIGHT ARISE, WHETHER FRIVOLOUS OR NOT, AS RESULT OF THE UNDERSIGNED'S USE OF ANY SUCH EASEMENT OR RIGHT-OF-WAY, OR COMBINATION THEREOF AND FURTHER SHALL INDEMNIFY AND DEFEND JACKSON COUNTY, AS WELL AS ITS VARIOUS AGENCIES, AGENTS AND EMPLOYEES, IN THE EVENT OF ANY LITIGATION ARISING AS A RESULT OF ANYTHING DONE OR OMITTED BY THE UNDERSIGNED DURING ITS OCCUPANCY OR USE OF ANY PUBLIC ROADS OR LANDS HEREUNDER. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS INDEMNITY PROVISION SHALL APPLY EVEN IF IT IS ALLEGED OR PROVEN THAT THE NEGLIGENCE OF JACKSON COUNTY, ITS OFFICIALS OR EMPLOYEES, WAS A CAUSE IN WHOLE OR IN PART OF THE INCIDENT GIVING RISE TO SAID CLAIM. SAID INDEMNIFICATION SHALL INCLUDE, BUT NOT BY WAY OF LIMITATION, THE PAYMENT AND/OR REIMBURSEMENT TO THE COUNTY OF ALL COSTS, ATTORNEY'S FEES, DAMAGE AWARDS WHICH MAY BE INCURRED OR RESULT IN ANY MANNER BY ANY ACT OR OMISSION OF THE UNDERSIGNED IN THEIR INSTALLATION, REPLACEMENT, MAINTENANCE, OR USE OF ANY EASEMENT OR RIGHT-OF-WAY, OR THE CROSSING OF ANY PUBLIC ROADS WITH THE COUNTY OF JACKSON HEREUNDER.

This County road crossing easement and public lands easement shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

By \_\_\_\_\_

Its \_\_\_\_\_

Approved on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Commissioners'  
Court of Jackson County Texas.

Approved By: \_\_\_\_\_  
Jackson County Commissioner, Pct. No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jackson County Clerk

\_\_\_\_\_  
Jackson County Judge