

CONSTRUCTION CONTRACT IN COUNTY EASEMENT

This Agreement is entered into by and between **Jackson County, Texas** (“the County”), a political subdivision of the State of Texas, and _____ (“_____”), a _____, hereinafter collectively referred to as the “Parties”, for the purposes and consideration stated herein.

I. Recitals

The **County** is a duly organized political subdivision of the State of Texas, located at 115 W. Main Street, Edna, Texas 77957 and engaged in the administration of county government and related services for the benefit of the citizens of Jackson County, Texas.

_____ is a duly organized corporation located at _____.

The **County and** _____ agree to enter into a contract to allow a utility company to construct, extend maintain, operate, repair, replace and/or remove a utility line with appliances, tie-overs and appurtenances necessary for the operation thereof, under certain public roads and/on public lands located in Jackson County Texas.

II. Agreements

_____, its successors and assigns shall conduct all operations with good engineering practice, taking care as well as responsibility for the convenience and safety of the public. All construction shall be done 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.

All work shall be preapproved and sized by the **County Commissioner of the Precinct**, or the Commissioner’s designated representative. All work shall be limited to the County Right-of-Way. All culverts shall be surrounded by dirt and have a minimum of six (6) inches of limestone covering them. The **County Commissioner of the Precinct**, or the Commissioner’s designated representative shall determine the size of the culvert, materials, elevation, and length of the culvert necessary. All materials shall be paid by _____.

TO BE COMPLETED BY COUNTY COMMISSIONER: CULVERT SPECIFICAITONS:

LOCATION: _____
Size (Dia.) _____, Length _____,
Elevation: _____

_____ shall notify the **County Commissioner of the Precinct**, or the Commissioner's designated representative when the construction has been completed for a final inspection by the **County Commissioner of the Precinct** or the Commissioner's designated representative.

III. Notices

_____ shall give the **County Commissioner of the Precinct**, or the Commissioner's designated representative **forty-eight (48) hours** notice of any work to be conducted on public roads and/or public lands in Jackson County, Texas.

County Commissioner:

IV. General Provisions

This Agreement is governed by the laws of the State of Texas. All obligations under this Agreement are performable in Jackson County, Texas.

All oral and written understandings between the parties as to this Agreement have been reduced to writing and are contained in this Agreement.

If a portion of this Agreement is ruled invalid by a court with jurisdiction to hear the matter, the remainder of this Agreement shall be construed as if that portion were not included in this Agreement and the remaining provisions of this Agreement shall remain valid and binding.

This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.

All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the respective Parties hereto and each Party hereby certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EFFECTIVE AS OF THE LATER DATE SET FORTH BELOW.

Jackson County, Texas

By: _____

Date: _____

Jackson County Commissioner

By: _____

Date: _____

Its: