

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

**FROM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE:**

**Crossing:** \_\_\_\_\_ **Parallel Install:** \_\_\_\_\_

**Road:** \_\_\_\_\_

**Precinct No.:** \_\_\_\_\_

**County Commissioner:** \_\_\_\_\_

Formal notice is hereby given that \_\_\_\_\_ (Applicant) proposes to place a \_\_\_\_\_ communication line within the right-of-way of County Road - \_\_\_\_\_ in Madison 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 Commissioner 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 Commissioner upon any damage thereto.
3. Madison County reserves the right to require Applicant to relocate or lower any installation at no cost to Madison County, as necessary for alteration to the roadway or right-of-way.
4. Madison 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. Any ditch line or excavation shall be compacted to normal density using mechanical compaction of multiple lifts, each lift not to exceed 4”.
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 Commissioner.
10. **APPLICANT AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS MADISON 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 MADISON COUNTY’S ORDINARY NEGLIGENCE, IN WHOLE OR IN PART. APPLICANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS MADISON COUNTY FROM ATTORNEY’S FEES AND COSTS TO ENFORCE THIS AGREEMENT AS WELL AS ATTORNEY’S FEES INCURRED IN DEFENDING MADISON COUNTY IN ANY LEGAL ACTION FILED AGAINST MADISON COUNTY.**
11. It is expressly understood that Madison County does not purport, hereby to grant any right, claim, title, or easement upon this road. It is further expressly understood that Madison 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, Madison 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.
- 15. Prior to approval, the applicant must submit detailed plans, including locations of all pull boxes along with depth/routing of associated conduits and cabling. These plans must be approved by the Commissioner and County Judge before work can begin.

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: \_\_\_\_\_

\_\_\_\_\_

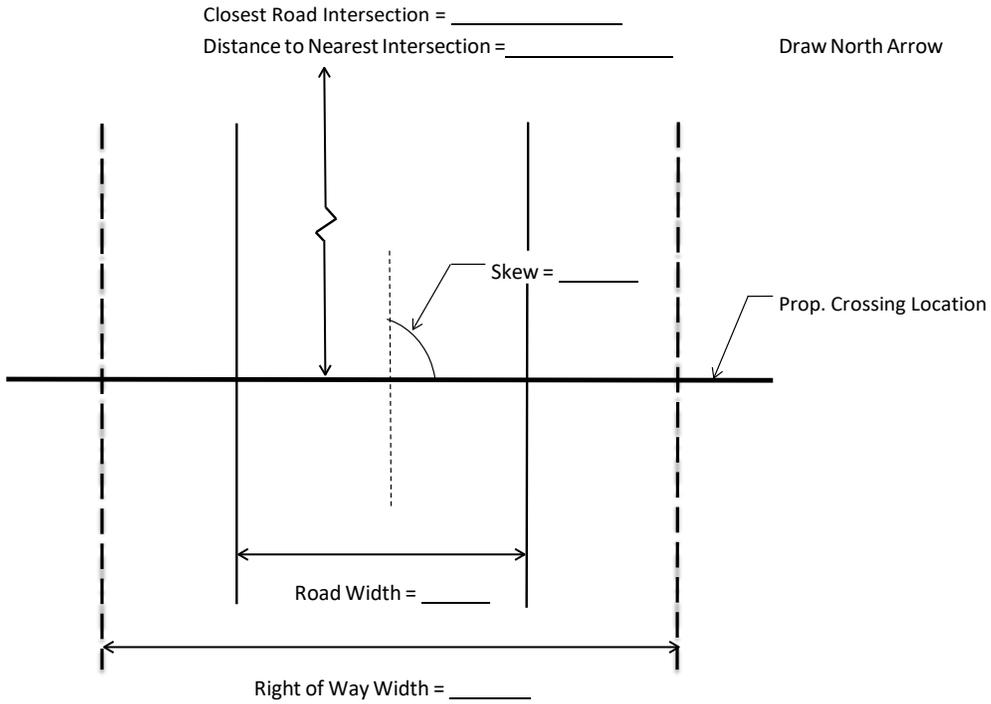
Phone: \_\_\_\_\_

\_\_\_\_\_  
Madison County Judge

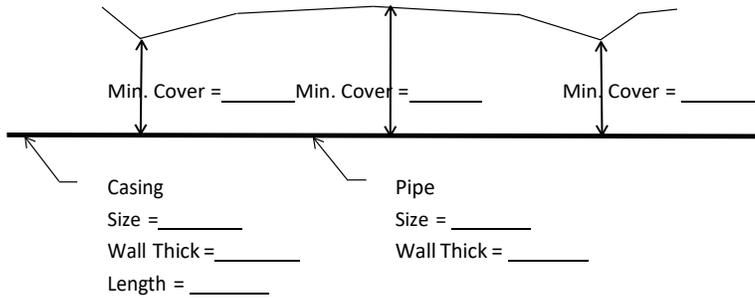
\_\_\_\_\_  
County Commissioner Pct. \_\_\_\_\_

**TYPICAL UTILITY CROSSING ALIGNMENT DETAIL**

**COMPLETE: North Arrow Direction, Name of Closest Road, Distance to Closest Road, Current Road Width, Current Right of Way Width, Minimum Cover at Centerline and Ditches, and Pipe and Casing Information.**



**PLAN VIEW**



**ELEVATION VIEW**

Name of Road for Crossing \_\_\_\_\_

Company \_\_\_\_\_

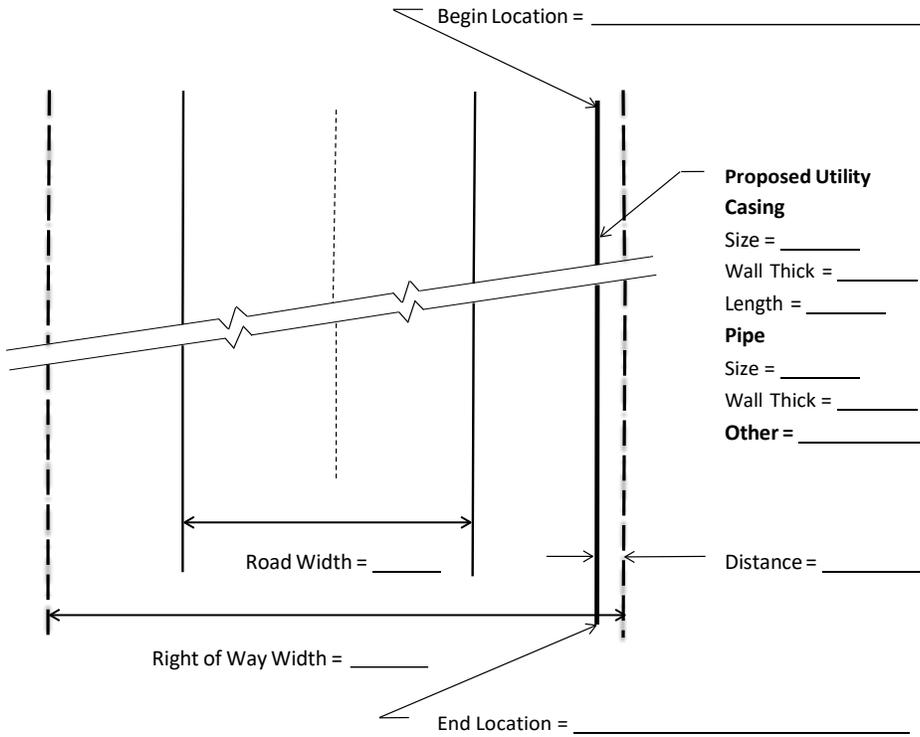
Submitted by \_\_\_\_\_

Date \_\_\_\_\_

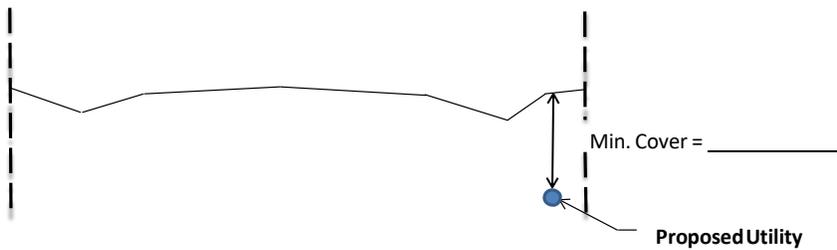
**TYPICAL UTILITY PARALLEL ALIGNMENT DETAIL**

**COMPLETE: North Arrow Direction, Name of Closest Road, Distance to Closest Road, Current Road Width, Current Right of Way Width, Minimum Cover at Centerline and Ditches, and Pipe and Casing Information.**

Draw North Arrow



**PLAN VIEW**



**ELEVATIONVIEW**

Name of Road for Crossing \_\_\_\_\_

Company \_\_\_\_\_

Submitted by \_\_\_\_\_

Date \_\_\_\_\_