

# **ROAD CUT CONSTRUCTION AND INDEMNITY CONTRACT**

**State of Texas  
County of Cooke**

Comes now Cooke County Commissioners' Court, by and through The Honorable Jason Brinkley, County Judge, and \_\_\_\_\_, Contractor, which makes this a contract governing the installation of a Road Cut, and in support of same, the parties make the following agreements and covenants:

1. The parties to this agreement are Cooke County (hereinafter "County") and \_\_\_\_\_ (hereinafter "Contractor").
2. The County agrees to permit Contractor at their expense, to perform one (1) service line cut along and through at \_\_\_\_\_ (road and location).  
The location of the road cut(s) are indicated on the attached map. The following restrictions are to be met and abided by:
  - a. The stated cut shall be at a depth of at least 4 feet below road surface.
  - c. Contractor takes all responsibility and liabilities that occur during the installation of the said cut for a period of twelve (12) months.
  - d. Contractor will contact the Cooke County forty-eight (48) hours before any construction begins to set up a date so any employee of Cooke County may be on the construction site for inspection of the work.
  - e. All proper barricades must be in place before any cutting, boring, or construction on the County Road can occur.
  - f. All clean up and/or repairing of a County Road and its surroundings shall be the full responsibility of Contractor.
3. The County does not presume to permit the placement of said cut on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
4. Contractor hereby agrees to indemnify and save harmless the County, for ninety (90) days from the date of installation, from any liability or damages the County

may suffer as the result of any the use, maintenance, placement, or failure of the road cut which is the claims, demands, costs, or judgments against the County arising out of subject of this contract. The indemnity herein provided shall extend from the date of this agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.

5. If the County, in the enforcement of any part of this contract, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, Contractor. agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs, or obligations.

6. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Cooke County, Texas.

Entry into this contract by the County was authorized by official act of the Cooke County Commissioners' Court taken during a meeting which occurred on \_\_\_\_\_ the minutes of which duly reflect same.

SIGNED AND ENTERED INTO on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Jason Brinkley  
JUDGE, COOKE COUNTY, TEXAS  
for and on behalf of Cooke County

\_\_\_\_\_  
Contractor