



## ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW \_\_\_\_\_ (company name) (hereinafter "Company"), a \_\_\_\_\_ (state), \_\_\_\_\_ (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto.

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

**It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.**

**This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.**

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

- a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or
- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the even that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

**COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.**

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copies of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a \$500 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A \$5,000 penalty fee will be assessed if said water line/pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of \$200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about \_\_\_\_\_ (mm/dd/yyyy) and complete such operations by \_\_\_\_\_ (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR

\_\_\_\_\_

By:

Title:

Address:

Date: \_\_\_\_\_

I have reviewed the foregoing Request, and I:

\_\_\_ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

\_\_\_ Do not approve, for the following reason(s) \_\_\_\_\_

\_\_\_\_\_

Robert L. Hurley, County Judge

Atascosa County, Texas

### **CONTACT PERSON FOR COMPANY**

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: \_\_\_\_\_

Office Telephone: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

## **INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

**BASIC INFORMATION:** Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

**REPRESENTATION AT COMMISSIONERS COURT MEETING:** A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

**FEE:** A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

**NOTE:** BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

### **FEE SCHEDULE:**

**APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE**

**AMENDMENT OF PERMIT: \$250.00**

**EACH EXTENSION OF PERMIT: \$ 200.00**

**PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00**