



**APPLICATION FOR TEMPORARY WATER LINE INSTALLATION
IN COUNTY RIGHT-OF-WAY TO THE COMMISSIONERS COURT
OF MILAM COUNTY**

APPLICANT INFORMATION:

Name: _____

Address: _____

Email: _____ **Phone No.:** _____

County Road Name/Number(s): _____ **Precinct No.:** _____

Formal notice is hereby given that _____ (Applicant) proposes to Place a temporary above ground water line across and/or within the right-of-way of following County Road(s): _____. The location or description of the proposed installation is more fully shown by a copy of the plat(s), aerial(s), and/or drawing(s) attached to this document as Exhibit "A" and incorporated herein.

Applicant hereby agrees to the following:

1. Applicant assumes all liability for damages or injuries associated with the installation, maintenance, or presence of the proposed temporary water line(s) within the county road right-of-way.
2. The installation of said water line(s) which cross county roads must use existing culverts or bridges where possible. In the event no suitable culvert or bridge is available, Applicant will install culverts or casings to be utilized for crossing.
3. Culverts shall also be used for all driveways and access road crossings. If existing culverts are not of adequate size to accommodate the temporary waterline and still function properly, new culverts, or other water bypass apparatuses as required to be installed by the Applicant.
4. All new road crossings must be bored and shall be installed a minimum of 24-inches below the road surface.
5. The applicable County Commissioner's Office must be notified 48 hours prior to the beginning of construction in order that he might be on hand to designate the actual location of the installation.
6. Any brush or obstructions in any right-of-way too be used must be cleared or moved as directed by the

applicable County Commissioner. All damage to roadways and rights-of-way will be repaired to their original condition to the satisfaction of the applicable County Commissioner upon completion of the project, or whenever requested by the applicable County Commissioner.

7. Milam County reserves the right to require the Applicant to relocate or lower any installation at no cost to Milam County, as necessary for alteration to the roadway or right-of-way.

8. Milam County is in no way responsible for any damage that might occur to any existing utility lines in the right-of-way.

9. A copy of the pipeline owner's Certificate of Liability Insurance in the amount of \$100,000.00 naming Milam County as an additional insured is attached hereto as Exhibit "B" and incorporated herein.

10. Applicant will pay a fee of \$1000.00 per crossing of a county road for the installation of each temporary water line and \$0.10 per linear foot per water line when such line(s) is(are) placed in the County's right-of-way paralleling a roadway. Applicant shall pay Milam County for all labor, equipment, and materials the County uses to repair any damages due to the installation.

11. The line(s) 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 water or wastewater line, the emergency telephone number of the owner, and the type of the water line shall be installed in the appropriate location of the water 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.

12. 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.

13. Applicant shall 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. Applicant shall also provide any additional traffic control as required by the County Engineer.

14. APPLICANT AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS MILAM 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 WATER LINE(S) DESCRIBED HEREIN REGARDLESS OF WHETHER THE SAME MAY RESULT FROM MILAM COUNTY'S ORDINARY NEGLIGENCE, IN WHOLE OR IN PART. APPLICANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS MILAM COUNTY FROM ATTORNEY'S FEES AND COSTS TO ENFORCE THIS AGREEMENT AS WELL AS ATTORNEY'S FEES INCURRED IN DEFENDING MILAM COUNTY IN ANY LEGAL ACTION FILED AGAINST MILAM COUNTY.

15. It is expressly understood that Milam County does not purport hereby to grant any right, claim, title, or easement in the road in question. It is further expressly understood that Milam 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 water line unless such water line is for public purposes.

16. The installation should not damage any part of the road, shall not place any equipment in the road, and adequate provisions must be made to cause minimum inconvenience 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, Milam 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.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.

18. The water line(s) contemplated herein shall be installed within 90 days of the date of approval hereof. Should the Applicant fail to install such prior to the expiration of this period, Applicant shall execute and file a new Application and pay additional fees.

19. The term of this permit shall be for a maximum of 90 days from the anticipated date of the start of construction as specified below. The temporary water line(s) shall be removed from the Milam County Road right of way within 45 days of the expiration of this permit unless the permit is renewed.

- *Items 1 to 19 – adopted in Milam County Commissioners' Court on July 31, 2023*

Construction on this line will begin on or after: _____

Permit Expires: _____

By signing below, I certify that I am authorized to represent the Applicant listed below, and that the Applicant agrees to the conditions/provisions included in this Agreement.

Applicant:

Signature

Printed Name

Title

Approved by the Milam County Commissioners Court on the _____ day of _____ 20____.

Signed:

Attest:

Milam County Judge

Milam County Clerk