



**WILLACY COUNTY
UNDERGROUND AND UTILITY PERMIT**

Judge: Aurelio Guerra
Commissioner Pct. 1: Eliberto Guerra
Commissioner Pct. 2: Mario Tijerina
Commissioner Pct. 3: Henry De La Paz
Commissioner Pct. 4: Ernesto "Ernie" Garcia

PERMIT NUMBER: _____

PERMITTEE'S NAME: _____

ADDRESS: _____

Your request for permission to _____

IN WILLACY COUNTY ROAD ROW is granted subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to WILLACY COUNTY and the PERMITTEE will own and maintain the same after installation. WILLACY COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 4ft. BELOW BOTTOM OF ROADSIDE DITCH of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or caliche. WILLACY COUNTY requires PERMITTEE to mark all installations with markers acceptable to WILLACY COUNTY at the location or locations designated by WILLACY COUNTY.

Where the installation crosses the roadway, it shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the Road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. Road open cuts on asphalt surfaces will not be allowed unless specifically approved by Commissioners Court. Road open cuts will be replaced, must be inspected and approved by the County engineer.

Where the installation crossed any ditches, canals, or water carrying structures, the installation shall be pushed through and beneath without trenching. In no case shall the flow of water be impaired or interrupted WILLACY COUNTY will require PERMITTEE to obtain permits from the appropriate water improvement district or drainage district.

SPECIAL PROVISIONS:

No driveway will remain open after business hours.

All mud or soil on roadway must be removed after being notified.

All proper barricades must be in place, day or night, to protect the public.

Repair of open cuts must be approved by County Engineer.

Any deviation from attached plans must be done in writing prior to construction.

The traveling public must be protected at all times.

A set of AS-BUILTS will be provided to Willacy County in DGN Format after construction is completed.

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The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold WILLACY COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility therewith.

This work shall be completed within 90 days from the above date. No work shall be allowed on Saturdays or Sundays. Unless agreed to by WILLACY COUNTY. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE'S will be required to remove lines and remove all materials on or near the highway right-of-way when requested to do so by WILLACY COUNTY because of necessary highway construction or traffic operations. Permits involving state highways or FM roads must be obtained from Texas Department of Transportation.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with the directions given by the Engineer of Willacy County.

In the event Willacy County, Texas; the state Highway Department or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruction and/or repairing and maintaining of said road, deem it advisable to relocate said line/cable or to have same removed from said right-of-way entirely, then the PERMITTEE covenants and obligates to remove or relocate said line/cable or to remove same entirely from right-of-way at his own expense, such removal or relocation to be done at the will and pleasure of the County of Willacy Texas, the State Department of Transportation or any other municipality that may be constructing, maintaining and operation said public road, which said covenants, obligations and agreements shall be binding on PERMITTEE, its successors and assigns. Should PERMITTEE, upon given 30 days' notice in writing, to remove or relocate said line/cable by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved of any responsibility and liability resulting from damage to said as a result of removing same. By the acceptance of the granting of permission to lay construct and maintain said line/cable. PERMITTEE fully assumes responsibility and obligates itself to perform in its entirety the covenants, obligations and requirements herein before set out.

It is understood and agreed that a plat or map indicating the area and location of said line/cable shall be furnished to the Commissioner's Court, County of Willacy Texas such which plat shall be approved by said Commissioners Court recorded in the minutes of the Willacy County Commissioners Court.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of WILLACY COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this agreement shall be brought and maintained in the District Court in and for WILLACY COUNTY, TEXAS, and in the event WILLACY COUNTY is the substantially prevailing party therein, WILLACY COUNTY shall be entitled, as a matter of contract law and agreement, to recover its cost and expense therein incurred, including reasonable attorney and expert witness fees and costs.

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. If WILLACY COUNTY is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling, or other roadwork or repair, the PERMITTEE will reimburse WILLACY COUNTY for these costs at current rates, the cost of review, inspection, and approval of this permit will be paid by the PERMITTEE prior to beginning of work.

Permit fee: _____

ACCEPTED BY:

WILLACY COUNTY, TEXAS

BY: _____

County Judge, Aurelio Guerra

BY: _____

Precinct Commissioner

Reviewed By: _____
County Engineer

ATTACHED ARE CONSTRUCTION LAYOUT AND SPECIFICATIONS.

FORM
FE-UND-11