

NOTICE AND AGREEMENT REGARDING PROPOSED SURVEY

From:

Precinct(s) No.: _____
Roads(s): _____

Formal notice is hereby given that _____ (Applicant) proposes to perform a survey (whether lineal, seismic, or otherwise) within the rights-of-way of Grimes County, Texas, which may materially affect the soil or road surface, as follows:

The location or description of the proposed survey 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 Engineer must be notified prior to the beginning of the survey in order that the County may be on hand to designate the actual location of the survey. This permit shall be available at the site where and when work is being done.
2. All roadways and rights-of-way will be repaired to their original condition to the satisfaction of the County Engineer upon any damage thereto.
3. Grimes County is in no way responsible for any damage that might occur to any utility lines, fences, private property or other items due to the survey. No work shall be done within 50 feet of any drainage structure and no work shall be allowed on any structure or bridge. No excavations or explosions shall be made within the limits of the county road causeway. Nothing shall penetrate, mar, or damage the surface of the road(s). No permanent ribbons, markers, etc. will be placed on any signs, poles or other appurtenances within the County's right-of-way. Cutting, trimming, or removing trees, shrubs, or vines, whether natural growth or planted by the County is prohibited.
4. The use of any public right-of way for the purpose of exploring regarding adjacent lands owned or controlled by the County is expressly prohibited unless expressly approved in writing by the County.
5. This proposed operation shall not unreasonable interfere with the operation or maintenance of the facilities of other persons, firms, or corporations previously issued permits, and this proposed operation shall not be dangerous to persons or property using or occupying the right-of-way or using facilities constructed under previously granted permits; it being the duty of the applicant to determine the existence and location of all facilities within the right-of-way.
6. A copy of the Applicant's Certificate of Liability Insurance in the amount of \$100,000 naming Grimes County as an additional insured is attached hereto as Exhibit "B" and incorporated herein.

7. Applicant shall be required to pay a Grimes County permit fee of \$500.00 per identified and individual county roadway for the survey. Applicant shall pay Grimes County \$125.00 per hour for any maintenance required due to the survey plus the costs of any materials.
8. Applicant will 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 will provide any additional traffic control as required by the County Engineer. When vehicles are operating on the pavement, not more than one traffic lane will be blocked at any time. Flaggers shall be used with proper warning when the road is reduced to one lane for longer than 15 minutes.
9. **APPLICANT AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS GRIMES 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 ANY COSTS OR PENALTIES FOR ANY ENVIRONMENTAL POLLUTION OR VIOLATION RELATED THERETO, REGARDLESS OF WHETHER THE SAME MAY RESULT FROM GRIMES COUNTY'S ORDINARY NEGLIGENCE, IN WHOLE OR IN PART. APPLICANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS GRIMES COUNTY FROM ATTORNEY'S FEES AND COSTS TO ENFORCE THIS AGREEMENT AS WELL AS ATTORNEY'S FEES INCURRED IN DEFENDING GRIMES COUNTY IN ANY LEGAL ACTION FILED AGAINST GRIMES COUNTY.**
10. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Grimes 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.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The Survey should begin in _____ (month & year) and be completed by _____ (month & year)

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: _____

APPROVED BY COMMISSIONERS' COURT on _____.

Grimes County Judge

ATTEST:

Grimes County Clerk