

THE STATE OF TEXAS

COUNTY OF EASTLAND

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EASTLAND COUNTY ROAD CROSSING AGREEMENT

A signed policy is required for all road crossings after May 12, 1981.

The undersigned, _____, hereinafter referred to as the first party, enters into and makes an agreement with the Eastland County Commissioners Court, Eastland, Texas, and in order to get its products to market, it is necessary to construct a pipeline across or along an Eastland County road, being Eastland County Road #_____, over which the Commissioners have jurisdiction and a legal obligation to maintain in good repair, both parties being aware of possible damage to said road as a result of crossing construction on and over same, enter into the following agreement:

1. First Party agrees to cross only those portions of roads shown on the plat attached hereto and incorporated herein for all purposes. It is expressly understood that Eastland County does not purport hereby to grant any right, claim, title or easement in or upon this county road. It is further understood that Eastland County specifically reserves and retains any rights granted by statute to require the First Party to relocate this line, subject to all provisions of governing law. _____ shall hold harmless and indemnify Eastland County and the Commissioners Court of Eastland County, Texas, against any and all damages to property or injuries to persons caused by the proposed construction, and by acceptance of this approval agrees to make all changes and alterations to said utility lines as may be required by statute or common law in connection with the (1) widening a right-of-way (2) changing of a traffic lane (3) improving of a road bed, or (4) improving of a drainage ditch located on a right-of-way. The First Party will change the location under the direction of the Eastland County Commissioners Court, and the expense of any such modification will be determined by reference to the applicable statutory authority or common law.
2. First party agrees to construct its crossing in such a manner as to cause minimum inconvenience to traffic and adjacent owners. Road must be kept open to traffic if possible and in the event the road is inaccessible to traffic, make suitable provision of a temporary by-pass during such construction for any period of disruption longer than _____ hours/minutes.
3. For pipelines proposed to be installed in an Eastland County Road Right of Way

(ROW): No pipelines parallel to a county road will be installed in the County ROW unless the pipeline construction project meets the following special requirements pursuant to Paragraph 3 of the Eastland County Road Crossing Agreement. The First Party agrees to follow requirements 3A through 3D for construction of pipelines adjacent to County Roads in the ROW in the unincorporated areas of Eastland County Texas.

3A: A description of the proposed pipeline construction project with maps shall be included with the signed agreement before construction can begin. The description shall indicate the approximate distance in linear feet of the pipeline from end to end in the County Road ROW. The description shall also indicate the size of the pipe in diameter and in thickness. A copper tracer wire must be installed for any non-metallic pipeline project.

3B: The pipeline shall be installed at a minimum depth of three feet from the surface of the ROW where practicable and subject to inspection. The county commissioner of the precinct where the pipeline is to be installed shall be notified when the project starts so inspections can be timely performed. The county commissioner must be allowed to inspect the pipeline ditch before it has been backfilled.

3C: The pipeline must be located in the ROW back slope and placed as far away as possible from the driving surface of the roadway.

3D: The finished pipeline project will include above ground markers at various locations as determined by the precinct commissioner.

4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. All underground lines that cross a roadbed shall be encased within a conduit of sufficient size. No lines are to be installed under or within 50 feet of either end of any bridge. No new lines shall be placed within any culvert or within 20 feet of same.
5. The cost of any and all barricades, warning signs and lights and flagman, as well as repairs to road surface, roadbed, structures or other right-of-way features as a direct result of any new installation or necessary repair will be borne by the first party. Any responsibility for any such cost incurred as result of relocation at the request of Eastland County will be determined by reference to the applicable statutory provisions, including, but not limited to, the Texas Natural Resources Code and the Texas Utilities Code, if applicable.
6. All excavations within the right-of-way and under surfacing shall be backfilled according to instructions of Commissioner in whose precinct crossing occurred.
7. It is further understood that in the future should Eastland County need to work upon the roadway involved in this agreement in connection with (1) widening a

right-of-way (2) changing of a traffic lane (3) improving of a road bed, or (4) improving of a drainage ditch located on a right-of-way, which work necessitates relocation of the pipeline, the First Party will change the location under the direction of the Eastland County Commissioners Court, and the expense of any such relocation will be determined by reference to the applicable statutory authority or common law.

8. No crossing shall be removed from the road without notification of the Eastland County Commissioners Court. First party will bear all expense of repair to road and filling of ditch, when removal is made.
9. Each new crossing shall have a minimum of thirty-six (36) inches depth from ditch line. The top two feet of each crossing will be backfilled with crushed lime rock.

This agreement shall be binding upon the heirs, successors, and/or assigns.

ACCEPTED AND AGREED to this _____ day _____, 20 ____.

First Party

By: _____

Approved by:

Rex Fields, Eastland County Judge

Andy Maxwell, Commissioner Pct. 1

Buzzy Rutledge, Commissioner Pct. 2

Ronnie Wilson, Commissioner Pct. 3

Robert Rains, Commissioner Pct. 4

Attest:

Eastland County Clerk