

State of Texas

§

Date of Agreement: _____

County of Lee

§

Lee County Routing and Road Use Agreement

WHEREAS, _____,
(hereinafter COMPANY) intends to conduct operations at a site necessitating travel on Lee County Roads described below; and

WHEREAS, said COMPANY site is located at:

COMPANY contact and contact phone number: Contact: _____

Phone Number: _____

WHEREAS, the location of the proposed operations will require the transportation of heavy, oversize equipment along the following Lee County Roads and as shown on the attached routing map: _____

_____, (routing); and

WHEREAS, the weight of the equipment may exceed the capacity of county roads and bridges on the route set forth above and Company represents to County that the maximum weight anticipated for its operations under this agreement will be _____ pounds; and

WHEREAS, the transportation of the equipment may cause substantial damage to the county roads and bridges; and

WHEREAS, _____ is the Commissioner of Precinct No. ___, and has the jurisdiction and obligation to maintain the roads within said precinct; and

WHEREAS, COMPANY and Lee County (hereinafter "County") understand that pursuant to §251.151, Texas Transportation Code: "The commissioners court of a county may regulate traffic on a county road or on real property owned by the county that is under the jurisdiction of the commissioners court."; and

WHEREAS, COMPANY and County agree that the transportation of this equipment is necessary for these operations and that County should be compensated for any damages or maintenance costs incurred as a result of COMPANY'S operations on the identified county roads;

COMPANY and County hereby agree and contract as follows:

1. COMPANY, as used herein, shall include: company, operator of company, contractors, subcontractors, vendors, and/or all other affiliates.
2. COMPANY may utilize the route specified above for the transport of all necessary equipment to the project location specified above without weight limitations, except as may be specified herein, for such time as operations continue on the location.
 - a. Term: This agreement will be effective until the COMPANY notifies the commissioner that the operation of overweight equipment is no longer needed.
3. COMPANY agrees to utilize, for its operations, only those sections of the county roads which are evidenced by and indicated in ink or highlighted on the attached county map which is made a part of this agreement and is incorporated herein by reference for all purposes. It is understood that the provisions in the following paragraphs apply to COMPANY'S vehicles and equipment operating on any Lee County road.
4. COMPANY agrees to use its vehicles in such a manner as not to block, or otherwise interfere with other traffic along the route specified and that said route will be open to public traffic at all times, and further agrees to provide 48-hour notice to the County before transporting any equipment along the route set forth above that would interrupt the normal flow of traffic. COMPANY shall not utilize any portion of the unimproved county right-of-way adjacent to any improved road surface for turning or staging or in any other way that will damage the unimproved right-of-way.
5. It is expressly understood and COMPANY agrees that COMPANY and not Lee County shall be responsible for any damage of whatever nature including property damage and personal injury that may result from the movement of COMPANY'S vehicles and/or equipment over any Lee County Road and agrees to indemnify Lee County for any claims for damages so incurred.
6. COMPANY agrees to immediately report any damage to the County Commissioner of the precinct where the damage occurred and to coordinate with that Commissioner the immediate repair and/or reimbursement to County for the cost of repairs.
7. COMPANY hereby agrees to reimburse or otherwise compensate County as set forth herein for damages to the road bed, road surface, bridges, culverts, ditches, drainage facilities, signs, structures, fences, right of ways, etc., resulting from the movement of COMPANY'S vehicles and/or equipment over the roads described herein or any other Lee County road.
8. County and COMPANY agree to communicate within 5 days of any damage claim to attempt to resolve said claim and to avoid litigation. It is COMPANY's responsibility to reimburse

Lee County for materials, labor, equipment (2021 FEMA rates), or outside contractors, if used, to repair any damages to the routed county roads caused by COMPANY's operations and to notify Lee County when operations have ceased, and when a transfer of ownership in the operations has occurred.

- a. Any damages deemed dangerous or hazardous to the public or regular traffic of said road must be repaired immediately.
 - b. In the event that COMPANY's operations cause an immediate and serious safety concern, COMPANY or COMPANY's representative shall, without delay, call the Lee County Permitting Office at 979-212-8070, or, if the emergency occurs outside normal working hours, the Lee County Sheriff's Office at 979-542-2800.
 - c. COMPANY must use due diligence in its efforts to keep roads passable to regular traffic during the term of agreement.
9. Should it become necessary for COMPANY, its agents, servants, or employees, while operating motorized equipment, to exit a county road by moving in, or across, or through a bar ditch on the County Road **more than once**, (once being defined as both ingress and egress), COMPANY will install, at its own expense, a culvert not less than 15" in diameter, and not less than 30 feet in length OR, at the election of the Commissioner, sufficient fill or rip-rap for a temporary driveway; but in any event sufficient, in the opinion of Commissioner, or his appointed representative, to allow the normal flow of water through the bar ditch, without diversion or inhibition. Any deviation from the above specifications shall be approved by the Commissioner or his representative.
- a. At the request of Commissioner, after the expiration of this agreement or the cessation of activities making such culvert necessary, COMPANY must remove the culvert, and all materials used in constructing said crossing, and restore the bar ditch/right-of-way to the same condition it was in prior to the installation of the culvert.
10. COMPANY agrees, on request by the Commissioner, to post a cash bond, or a corporate surety bond, in the amount of \$250,000 to the County Commissioner of the precinct(s) where the roads are located, to insure performance of the obligations incurred herein. The amount must be sufficient to guarantee the payment of any damage to a road or bridge sustained as a consequence of the transportation authorized by this agreement (Texas Trans. Code §623.018 (e)), but in no event shall COMPANY's liability for damages be limited to the bond amount, and COMPANY agrees to pay any additional sums on demand.
11. Invoicing and Performance/Payment If the County performs the necessary repairs and is to be reimbursed, the Commissioner shall invoice COMPANY within ninety days. In the event of damages not discovered during the pendency of this agreement, or during the ninety-day period for invoicing thereafter, the Commissioner shall invoice COMPANY within 90 days of the discovery of the damages.
- a. Payment by COMPANY is due 60 days after invoice.

b. Nothing in this subsection shall operate to negate COMPANY's responsibility to repair the damages caused by COMPANY.

12. The rights and duties under this agreement are not assignable.

13. No transfer of interest by Company in the subject of operations, whether it be drilling, or any other operation involving oversize or overweight vehicles operating on County Roads shall negate the responsibility of said company to repair damages caused by COMPANY.

14. Nothing herein shall be construed as a waiver by the Commissioner of the authority granted by him by Article 251.153 and Article 251.157 of the Texas Transportation Code and said rights are expressly reserved by the Commissioner.

By: _____ Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

COMPANY ADDRESS

Phone no. _____

Approved

Date: _____

Commissioner Pct. _____

Return to
Kayla Schnell
Code Enforcement/Permitting Office
898 E. Richmond Suite 203
Giddings, TX 78942
Office: 979-212-8070
Permitting@co.lee.tx.us