PIPELINE AND UTILITIES AGREEMENT

This “Pipeline Agreement” between the undersigned Parties is for the purpose of constructing, maintaining, laying, operating, and/or repairing pipelines utilized for the transportation of liquids or gaseous materials along the right of ways and/or across certain county roads located in Leon County, Texas.

Pursuant thereto, the undersigned Parties do hereby covenant and agree to the following terms, conditions and provisions.

**I.**

**PUBLIC’S USE OF ROAD**

The public’s use of county roads for travel shall be of primary importance. No crossing or pipeline, using material of any type, shall ever be laid or maintained by the undersigned pipeline company in such manner as to interfere with the construction, maintenance, or repair of county roads or public’s use of such roads for travel. If any material or pipeline laid by the undersigned pipeline company in any manner interferes with the construction, maintenance or repair of any existing county road, or travel thereon, because of the depth at which same has been laid, or for any other reason, the undersigned pipeline company, upon request of the Commissioners’ Court, shall promptly change or alter, at the undersigned pipeline company’s sole expense, such material or lines, in such manner so that the same will no longer interfere with such construction, maintenance or repair or travel. No crossing or pipeline shall be laid to interfere with the traffic, present and future water drainage, or in such manner as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any county road, or anyone living in the vicinity thereof. Any rights granted by this agreement shall be subordinate to the public’s use of the county roads.

**II.**

**WARNING SIGNS AND SAFETY MARKERS**

On county roads where pipeline work is in progress, the undersigned pipeline company shall set out temporary signs and safety markers to warn the public of the work site.

Upon completion of the pipeline work on the county road, the undersigned pipeline company shall set out permanent warning signs and/or safety markers at that location.

**III.**

**CONSTRUCTION**

1. All pipeline(s) that cross each roadway shall be bored, jacked or driven under such roadway extending from bore pit to bore pit. Bore pits are to be located at a reasonable distance from the roadway. A minimum of twenty-four, (24), hour notice to Leon County Commissioner in whose precinct the pipeline agreement applies is required before any “boring” operations are begun on county road.
2. No pipeline company motor vehicles shall remain stopped or parked on Leon County roads and/or county right-of-ways. This prohibition shall include motor vehicles, operated by the pipeline company’s assigns, its agents, subcontractors and their employees.
3. All pipeline(s) placed along right-of-ways must have at least ninety six (96”) inches of cover with permanent type signs placed at each point where line enters the right-of-way and where line exits the right-of-way.
4. Pipeline(s) crossing Leon County roads must be installed with a minimum of 96 inches under the lowest point from bar ditch to bar ditch with a minimum of 96 inches under the crown of the subject roadway.
5. Alignment of the pipeline shall be at an angle to the centerline of the road which is between 60’ and 90’, unless paralleling an existing pipeline.
6. A built drawings to be furnished showing location of pipeline on county roads, arrangements and line pressure of the pipeline.
7. Length of easement to be determined by County Commissioner of precinct affected.
8. No variations from above specifications will be allowed unless special permission, in writing, is granted by the Leon County Commissioners’ Court.
9. Other restrictions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**UTILITIES PLACEMENT REQUIREMENTS**

All utilities, including but not limited to electrical, telecommunications, and other utility lines, must be placed as far as practical from the edge of the road to minimize interference with future road construction, maintenance, or expansion. Additionally, all utilities that cross or run along the county right-of-way must be installed at a minimum height of fifteen (15) feet above ground level to ensure safe clearance for vehicular traffic and equipment. Placement and installation must comply with all applicable state, federal, and local regulations. All Companies that construct utilities in the right-of-way of the county shall provide the Precinct Commissioner a map of where the utilities shall be located prior to construction.

**IV.**

**INDEMNITY**

The undersigned pipeline company, its agents, assigns, and subcontractors hereby assume all responsibility with respect to the installation and maintenance of all pipelines, for any damage to the public, and for damage to any and all adjoining property owned by others.

Leon County shall not be liable for any damages, loss or injury to the person or property of the undersigned pipeline company or any other person or persons whomsoever suffered on, in or about the said premises or upon the streets and roads in front of or adjoining same by reason or present or future form, character or condition of the said premises or any part or portion of same or from the use and the manner of use made of the premises by the undersigned pipeline company or from any negligence of its servants, agents, employees or contractors; and the undersigned pipeline company agrees to indemnify, protect and hold harmless Leon County against any and all such damages or things as described above. Additionally, the undersigned pipeline company agrees to indemnify, protect and hold harmless Leon County against any and all attorney fees and/or other costs and expenses incurred by the undersigned pipeline company in the defense of any claim or lawsuit brought against Leon County as a direct result of any such matters, acts and things. In case of any action or proceedings brought against Leon County by reason of such claim, the undersigned pipeline company covenants to defend, upon notice from Leon County, such action or proceeding by legal counsel acceptable to Leon County. The undersigned pipeline company, however, does not grant indemnity or defense to Leon County for willful or negligent acts of Leon County, its agents, employees, contractors or third parties over which the undersigned pipeline company has no control.

**V.**

**RESTORATION**

Prior to the commencement of any pipeline work on any county road, the undersigned pipeline company shall clear the county road right-of-way and pipeline site of all brush, bushes and trees.

After the pipeline work is completed, all excavations within the county right-of-way must be back-filled to their original condition, and all trash, debris, obstructions, and surplus materials shall be removed, and the excavation finished off flush with the surrounding natural ground. The undersigned pipeline company shall clean up and restore the county road right-of-way and surrounding area to as good, or better condition as existed prior to the installation of the materials and/or pipelines. The undersigned pipeline company will commence the clean-up and restoration of the county road right-of-way, in accordance with the terms set out in this paragraph, within forty-eight, (48) , hours after notice to Leon County of the pipeline works completion.

All excavations with the right-of-way must be back filled to their original condition, and all surplus materials must be removed and the excavation finished flush with surrounding natural ground. The undersigned pipeline company shall clean up and restore the right-of-way and surrounding area to as good, or better condition as existed prior to installation of these materials or pipelines. The undersigned pipeline company will commence the restoration of the right-of-way, in accordance with terms agreed upon, within forty eight (48) hours after the receipt of such notice from Leon County.

**VI.**

**VIOLATIONS**

Anyviolations of this “pipeline agreement” by the undersigned pipeline company, its employees or anyone acting on its behalf, may result in its temporary suspension by the County Commissioner of the precinct in which the “pipeline agreement” applies. In the event of such temporary suspension, the Commissioners Court shall at its next regularly scheduled meeting, and after notice to the undersigned pipeline company, determine whether to reinstate, or revoke this pipeline agreement.

**VII.**

**PROOF OF LIABILITY INSURANCE**

The undersigned pipeline company shall keep and maintain liability insurance in full force and effect at all times during the laying of its pipeline(s) and their operation in Leon County; said policy to insure to the benefit of Leon County. Such liability insurance policy shall be in the amount of $1,000,000.00 and a copy shall be attached to this agreement when submitted to the county for its approval.

**VII.**

**LOCATION**

The undersigned Parties agree that the county right-of-ways and/or county roads affected by this agreement are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**IX.**

**Dust and Debris Control.**  
Contractor agrees to implement and maintain appropriate dust suppression measures during all construction and hauling activities conducted on unpaved or dirt roads within the County’s jurisdiction. Such measures shall include, but not be limited to, the application of water, environmentally approved dust-control chemicals ( including but not limited to Calcium or Magnesium Chloride**)**, or other stabilizing agents sufficient to minimize airborne dust and debris, protect adjoining properties, and maintain roadway visibility and safety. The Contractor shall be responsible for all costs associated with dust suppression and shall ensure that such applications are performed in compliance with applicable environmental regulations and to the satisfaction of the County or its designated representative.

**X.**

**CONTENTS AND SPECIFICATIONS**

The gas, other liquids or substances which may be introduced into the pipeline(s) which are the subject of this agreement, and the amount of pressure that will be exerted within same is described as follows, to wit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**XI.**

**EFFECTIVE DATE**

This “pipeline agreement” is valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is effective as of the last date signed below.

Leon County Texas Pipeline Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

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Address

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Phone

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Fax