

## **PIPELINE 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 Madison County, Texas.

Pursuant thereto, the undersigned Parties do hereby covenant and agree to the following terms, condition 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 a 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, repairs with 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 marker 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 the location.

### **III.** **CONSTRUCTION**

- A). All pipeline(s) that cross each roadway shall be bored, jacked or driven under such roadway extending from bore pit. Bore pits are to be located at a reasonable distance from the roadway. A minimum of twenty four (24) hour notice to the county is required before any "boring" operations are begun on county roadways.
- B). The undersigned pipeline company may cut or dig a line across a roadway with permission from County Commissioner of the precinct affected.

- C). All pipeline(s) placed along right-of-ways must have at least sixty (60) 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.
- D). Pipeline(s) crossing roads must be installed with a minimum of 72 inches under the lowest point from bar ditch to bar ditch with a minimum of 72 inches under the crown of the subject roadway.
- E). 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.
- F). A built drawings to be furnished showing location of pipeline on county roads, arrangements and line pressure of the pipeline.
- G). Length of easement to be determined by County Commissioner of precinct affected.
- H). No variations from above specifications will be allowed unless special permission, in writing, is granted by the Madison County Commissioners' Court.
- I). Other restrictions: \_\_\_\_\_

#### **IV. INDEMNITY**

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

Madison 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 Madison County against any and all such damages or things as described above. Additionally, the undersigned pipeline company agrees to indemnify, protect and hold harmless Madison 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 Madison County as a direct result of any such matters, acts and things. In case of any action or proceedings brought against Madison County by reason of such claim, the undersigned pipeline company covenants to defend, upon notice from Madison County, such action or proceeding by legal counsel acceptable to Madison County. The undersigned pipeline company, however, does not grant indemnity or defense to Madison County for willful or negligent acts of Madison 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 rights-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 Madison County of the pipeline works completion.

The Applicant will remove and/or relocate its utility lines should it become necessary in order to accommodate widening, realigning and/or improve county roads at no cost to Madison County.

**VI.**  
**VIOLATION**

Any violations 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 suspensions, 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.**  
**CONSIDERATION**

Subject to acceptance by the respective County Commissioner, the undersigned pipeline company will pay to Madison County the sum of \$1,500.00 for each county road crossed by its pipeline and a per foot cost of \$1.50 on longitudinal laying of pipeline on all county property including county road right of ways. When required, such monies shall be paid in the form of a sight draft, and attached to this agreement when submitted to the county for its approval.

**VIII.**  
**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 Madison County; said policy to insure to the benefit of Madison 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.

**IX.**  
**LOCATION**

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

**X.**  
**CONTENTS AND SPECIFICATION**

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: \_\_\_\_\_

**XI.**  
**EFFECTIVE DATE**

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

Madison County Texas

101 W. Main #110  
Madisonville, Texas 77864  
(936) 348-2670 / Fax (936) 348-2690

Pipeline Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

Approved by the Commissioner's Court of Madison County, Texas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Arthur M. Henson, County Judge

\_\_\_\_\_  
Commissioner, Precinct \_\_\_\_\_