

**NOTICE AND AGREEMENT REGARDING PROPOSED OIL/GAS PIPELINE INSTALLATION IN  
COUNTY RIGHT-OF-WAY TO THE COMMISSIONERS' COURT OF GRIMES COUNTY, TEXAS  
GRIMES COUNTY COURTHOUSE ANDERSON, TEXAS 77830**

**FROM:**

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

**RE:**

**Crossing:** \_\_\_\_\_ **Parallel Install:** \_\_\_\_\_  
**Road:** \_\_\_\_\_  
**Precinct No.:** \_\_\_\_\_

Formal notice is hereby given that \_\_\_\_\_  
(Applicant) proposes to place a \_\_\_\_\_ pipeline within the right-  
of-way of \_\_\_\_\_ in Grimes County, Texas, as follows:

The location or description of the proposed installation 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 or Administrator must be notified at least 72 hours prior to the beginning of construction in order that he/she might be on hand to designate the actual location of the installation.
2. All roadways and rights-of-way will be repaired to their original condition to the satisfaction of the County Engineer or Administrator upon any damage thereto.
3. Grimes County reserves the right to require Applicant to relocate or lower any installation at no cost to Grimes County, as necessary for alteration to the roadway or right-of-way.
4. Grimes County is in no way responsible for any damage that might occur to any existing utility lines in the right-of-way.
5. A copy of the pipeline owner's Certificate of Liability Insurance in the amount of \$1,000,000.00 naming Grimes County as an additional insured is attached hereto as Exhibit "B" and incorporated herein.
6. Applicant will pay a fee \$500.00 per bored crossing of a county road for the installation of a pipeline. Applicant will pay a fee of \$50.00 per linear foot when such pipeline is placed in the County's right-of-way paralleling a roadway. Applicant shall pay Grimes County \$125.00 per hour for labor and actual costs of materials the County uses to repair damages due to the pipeline installation.
7. The line will be constructed and maintained in the County's right-of-way in accordance with governing laws. The previous provision notwithstanding, permanent signage indicating the owner of the pipeline, the emergency telephone number of the owner, and the contents of the pipeline shall be installed in the appropriate location of the pipeline at its intersection with the outer perimeter of the County's right-of-way. All crossings must be perpendicular to the centerline of the roadway unless otherwise approved.

8. Install underground utilities in accordance with the Texas Administrative Code, Title 43, Part 1, Chapter 21, Subchapter C, Rule §21.40, "Underground Utilities, except that petroleum, natural gas or other lines carrying flammable or hazardous utility product shall be a minimum of 84" below the centerline of the roadway or 60" below the lowest point of the bar or drainage ditch. The lowest point of the ditch shall be defined as at least 24" below the centerline of the roadway or lower as exists at the crossing location.
9. Applicant agrees to comply with Chapter 251, Texas Utilities Code (Underground Facility Damage Prevention and Safety Act) in operations not excepted or exempt from compliance by Sections 251.155 and 251.156 thereof.
10. Ditch line shall be compacted to ninety percent (90%) standard density ASTM-Test Method No. D-698; test shall be conducted by an Independent Geotechnical testing firm; copies of all test results shall be furnished to the Grimes County Engineer or Administrator.
11. 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. Provide any additional traffic control as required by the County Engineer or Administrator.
12. **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 TO THE CONSTRUCTION, OPERATION, MAINTENANCE, OR REMOVAL OF THE PIPELINE(S) DESCRIBED HEREIN, OR ANY COSTS OR PENALTIES FOR ANY ENVIRONMENTAL POLLUTION OR VIOLATION RELATED THERETO, INCLUDING THE COST OF REMEDIATION IN CASE OF A SPILL (THE ESCAPE OF ANYTHING FROM THE PIPELINE) 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.**
13. It is expressly understood that Grimes County does not purport, hereby to grant any right, claim, title, or easement upon this road. It is further expressly understood that Grimes County has no authority to grant any rights in the road's subsurface if such is owned by an individual who or entity which has not consented to the installation of the pipeline unless such pipeline is for public purposes.

14. The installation should not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. 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.
15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.
16. The pipeline contemplated herein shall be installed within one year of the date hereof. Should the Applicant fail to install such prior to the expiration of one year, Applicant shall execute and file a new Application and pay additional fees.
17. Applicant will attach to this Application any permit(s) or authorization(s) granted by any regulatory body with oversight of Applicant's activities necessitating the installation including by not limited to the Public Utility Commission or the Railroad Commission of Texas.

Construction of this line will begin on or after \_\_\_\_\_.

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 \_\_\_\_\_.

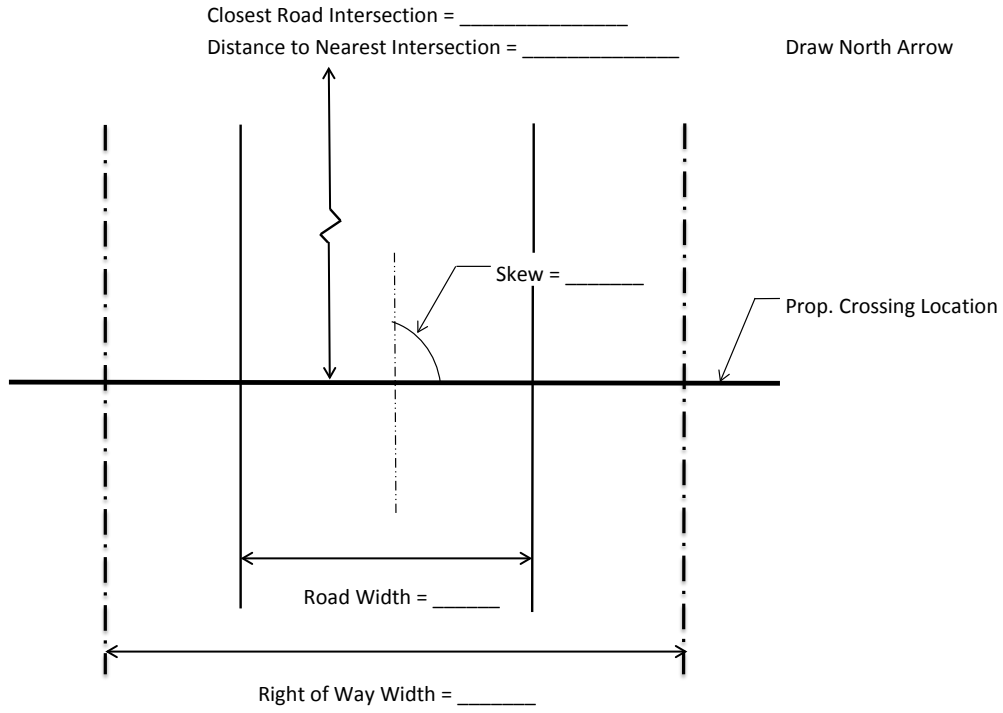
\_\_\_\_\_  
Grimes County Judge

ATTEST:

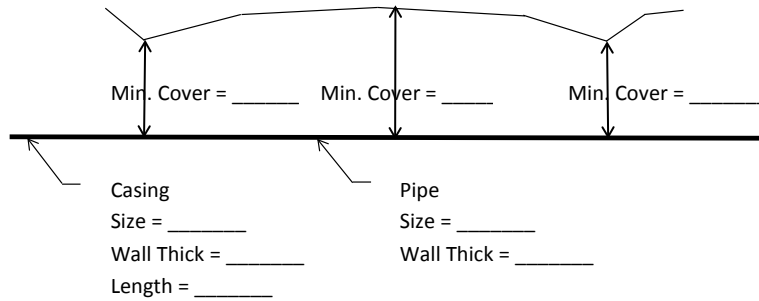
\_\_\_\_\_  
Grimes County Clerk

### TYPICAL UTILITY CROSSING ALIGNMENT DETAIL

COMPLETE: North Arrow Direction, Name of Closest Road, Distance to Closest Road, Current Road Width, Current Right of Way Width, Minimum Cover at Centerline and Ditches, and Pipe and Casing Information.



**PLAN VIEW**



**ELEVATION VIEW**

Name of Road for Crossing \_\_\_\_\_

Company \_\_\_\_\_

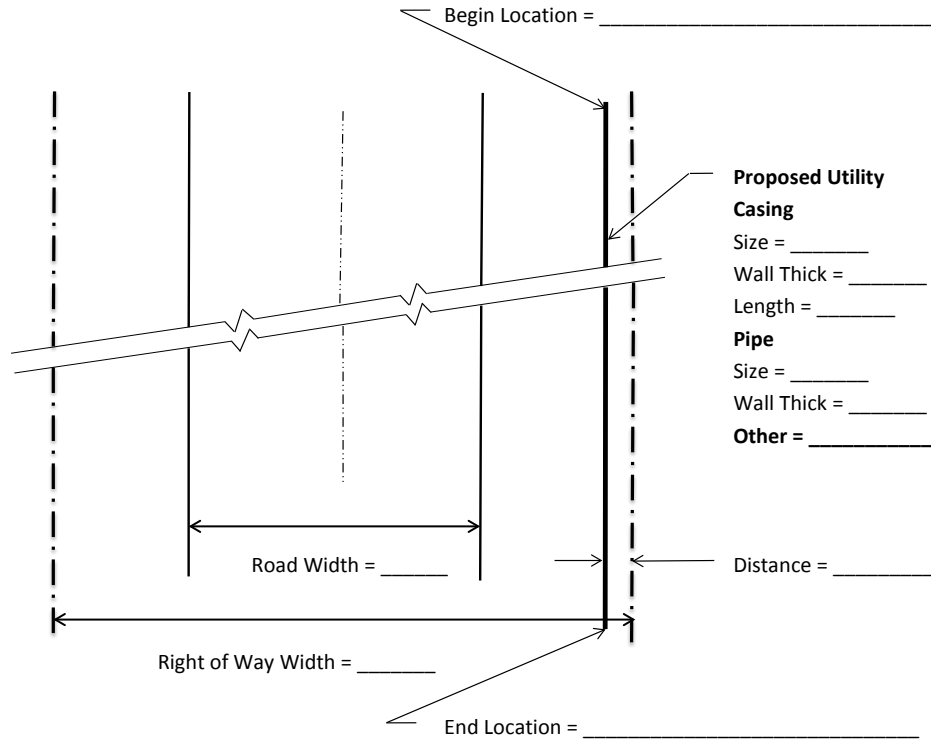
Submitted by \_\_\_\_\_

Date \_\_\_\_\_

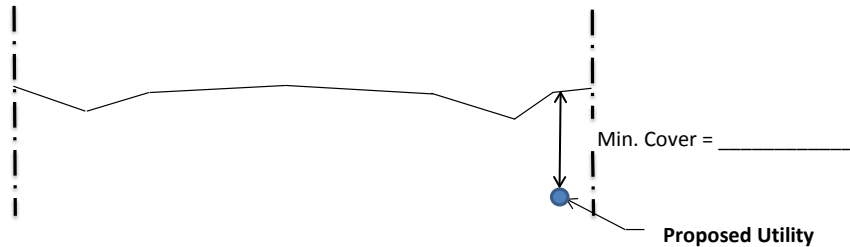
**TYPICAL UTILITY PARALLEL ALIGNMENT DETAIL**

**COMPLETE:** North Arrow Direction, Name of Closest Road, Distance to Closest Road, Current Road Width, Current Right of Way Width, Minimum Cover at Centerline and Ditches, and Pipe and Casing Information.

Draw North Arrow



PLAN VIEW



ELEVATION VIEW

Name of Road for Crossing \_\_\_\_\_

Company \_\_\_\_\_

Submitted by \_\_\_\_\_

Date \_\_\_\_\_