

SPECIAL AGREEMENT FOR PIPELINE CROSSINGS ON COUNTY ROADS

THE STATE OF TEXAS §
COUNTY OF FREESTONE §

KNOW ALL MEN BY THESE PRESENTS

The undersigned, _____, hereinafter referred to as First Party, enters into and makes an agreement with the Freestone County Commissioners, Freestone County, Texas, and in order to get its products to market, it is necessary to construct a pipeline across and within a portion of Freestone County roads over which the Commissioners have jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of pipeline construction on and over same, enter into the following agreement.

1.

First Party agrees to cross only those sections of roads as shown on Exhibit "A" attached. First Party also agrees to mark all pipeline crossings on both sides of the road in accordance with proper regulatory authorities' requirements.

2.

First Party agrees to construct its pipeline in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times. All roads are to be bored and heavy walled, un-cased pipe will be installed.

3.

First Party agrees to grade, maintain and otherwise repair said affected road crossings, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is conducting pipeline construction operations on its lands located in Freestone County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of pipeline construction operations on the part of the First Party.

5.

Nothing herein shall be construed as a waiver by the Commissioners of the authority granted him by Articles 251.153 and 251.157, Texas Transportation Code, but the rights and authority granted the Commissioners by the terms of Articles 251.153 and 251.157, Texas Transportation Code, are expressly reserved by the Commissioners in the event First Party fails to abide by the conditions above set forth.

6.

It is further understood that in the future, should for any reason, Freestone County need to work, improve, locate, widen, increase, add to, or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the Freestone County Commissioner of the Precinct under which the line is located at the complete expense of the owner.

7.

First Party shall indemnify and hold harmless Freestone County and any of its elected officials, servants or employees for any damage, loss or injury sustained as a result of the construction, laying or operation of its pipeline in, on, or across any right-of-way under the control of Freestone County, Texas or by virtue of the issuance of this permit.

WITNESS our hands, this the _____ day of _____, 20_____.

By _____

(Name & Title)

(Company Name)

(Address)

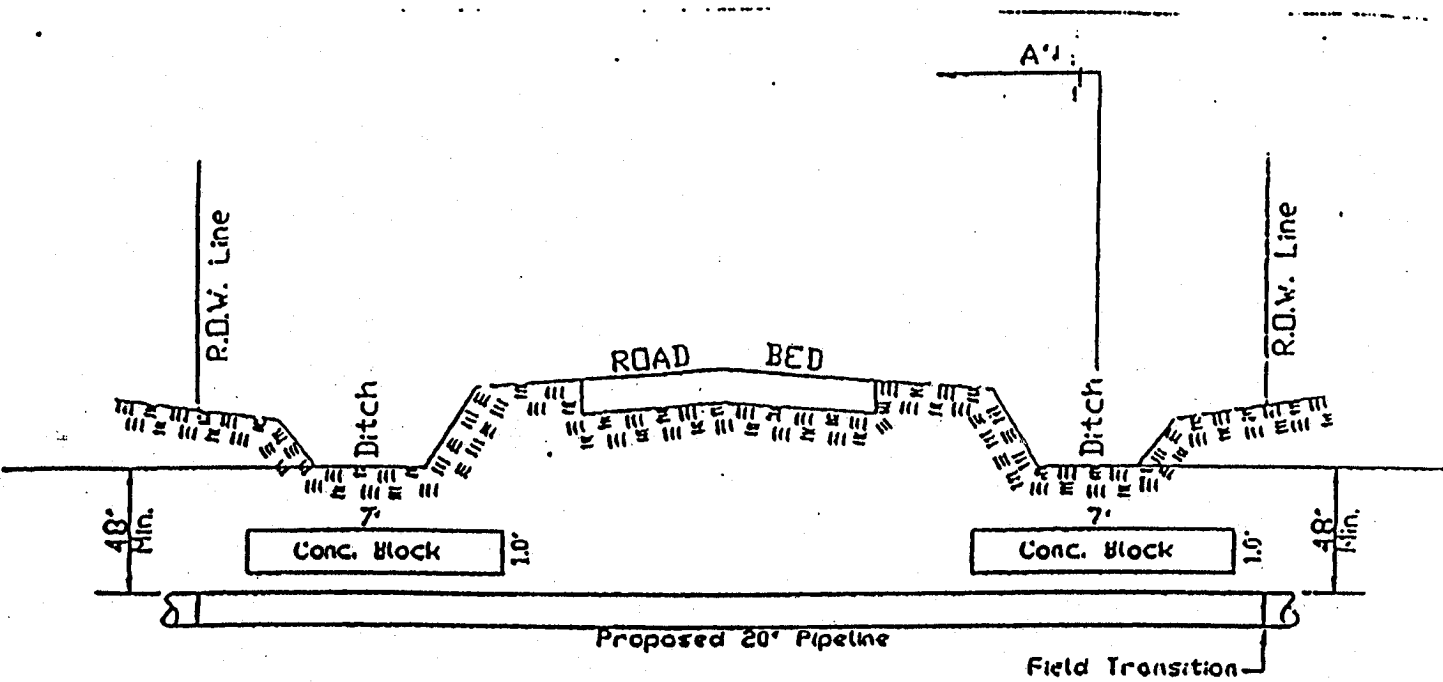
County Judge, Freestone County, Texas

Commissioner, Precinct 1

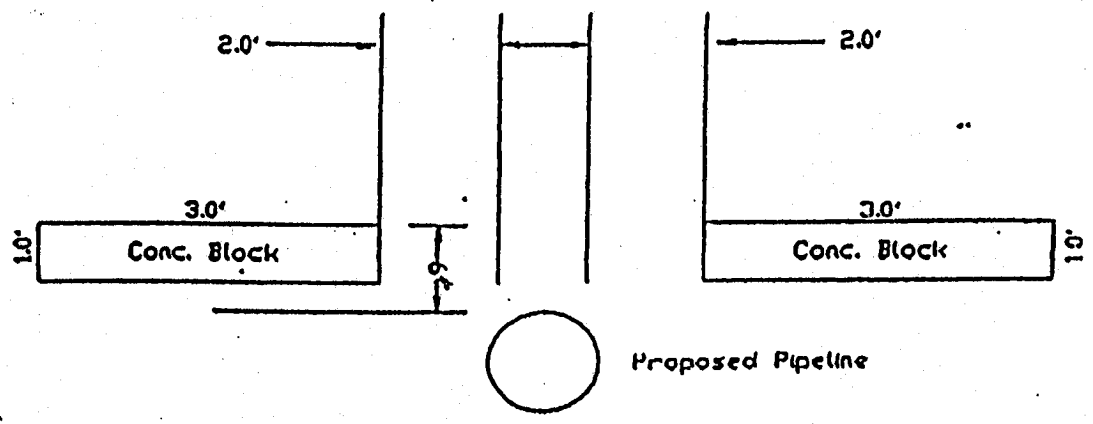
Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4



ELEVATION VIEW OF
PIPELINE
CROSSING HIGHWAY
NOT TO SCALE



SECTION A - A'
PIPELINE
CROSSING HIGHWAY
NOT TO SCALE