

Permit # _____

Application Date: _____

Roads: _____

ROAD USE AGREEMENT, BOND, AND PERMIT

THE STATE OF TEXAS §

COUNTY OF FREESTONE §

The undersigned, Applicant, by and through its duly authorized agent, enters into and makes this agreement with the Commissioners Court of Freestone County, Texas, pursuant to §251 of the Texas Transportation Code which gives the County authority to require a permit to use county roads and bridges in Freestone County, Texas if transportation of heavy, oversized equipment by Applicant may cause substantial damage to Freestone County roads

1.

DEFINITION:

Vehicles means any vehicle, tractor, or combination of vehicles, with or without loads, having a gross weight greater than thirty thousand (30,000) pounds or a greater weight than ten thousand (10,000) pounds carried on any one axle and includes any such vehicles operated by Applicant or its agents, employees, or Applicant's independent subcontractors in the course of Applicant's business.

2.

Applicant agrees to use its vehicles only on those sections of the county roads which are evidenced by and indicated in ink on the attached county map which is made a part of this agreement and is incorporated herein by reference for all purposes. If the Applicant proposes that one or more additional county roads be added to the list of Designated Roads, the County shall not unreasonably withhold its consent to add such roads, however, the bond may be adjusted as needed.

Applicant may not widen or change the course of any County road without the consent of the County and any affected property owners, provided however, if needed, the Applicant at its sole cost and with the consent and approval of the County, may prepare any roads in advance of heavy or wide loads to sustain heavy or wide loads where necessary in advance to prepare access points from County Roads.

Any roads constructed upon private property by the Applicant shall not hereafter become the responsibility of the County.

It is understood that the provisions of Paragraph Nos. 3 and 4 apply to Applicant's vehicles operating on any Freestone County road whether with or without a permit.

3.

It is expressly understood that Applicant and not Freestone County shall be responsible for any damage of whatever nature including property damage and personal injury that may result from the movement of Applicant's vehicles or any vehicle or equipment operated by an individual under supervision and control of Applicant or an independent contractor under contract with Applicant over any Freestone County road whether described in this permit or not and agrees to indemnify Freestone County for any liability so incurred.

Applicant hereby agrees to accept all responsibility and liability for damages of whatever nature to the road bed, road surface, bridges, culverts, signs, structures, fences, right of ways, etc., that may result from the movement of vehicles or equipment by the Applicant, employees or independent subcontractors of the Applicant's over the roads described in this permit or any other Freestone County road.

Applicant also agrees to report any such damage immediately to the County Commissioner of the precinct where the damage occurred and to immediately repair any such damage to the satisfaction of said commissioner, and to keep such damaged road open to the traveling public at all times. If applicant shall fail to repair such damages in the manner as above described upon five (5) days written notice to Applicant at the address shown on this agreement, Applicant shall

reimburse Freestone County for the cost of repairing any damages as specified by the County Commissioner in whose precinct the damage occurred.

It is understood that the failure of the Applicant to either repair such damage or pay the cost of reimbursement as above described within thirty (30) days after billing to Applicant's address as shown on this application, shall be grounds for the Freestone County Commissioner's Court to immediately suspend Applicant's permit and immediately file suit for such damages.

4.

Once a permit has been suspended or if Applicant or its agents, employees, servants or Applicant's independent subcontractors are operating vehicles on county roads without a permit, Applicant agrees that damages are not an adequate remedy at law for the enforcement of Freestone County's rights and that Freestone County may maintain an action for injunctive relief to prohibit Applicant's vehicles from using any Freestone County road without a permit. It is further agreed that Freestone County shall be held harmless for any actual, incidental, consequential, or any other damages Applicant might suffer as a result of any action by Freestone County involving any such injunctive relief. No legal action by Freestone County shall be considered an election and Freestone County is free to seek all remedies available at law or by equity to enforce the terms of this agreement or any other legal right available.

5.

Applicant agrees to post a surety bond in the amount of \$_____ to the Freestone County Commissioners Court to ensure performance of this agreement. All bonds shall be submitted to the Freestone County Attorney for his approval and no permit shall be issued if a bond is required until said bond has been approved. This Agreement will terminate in 2 years unless the Applicant submits a letter acknowledging which roads are still being covered by the bond. If the updated acknowledgement is submitted timely the original surety bond will continue in place if requested by the Applicant.

6.

Nothing herein shall be construed as a waiver by the Commissioners Court of the authority granted by Article 251.153 and Article 251.157 of the Texas

Transportation Code but the rights and authority granted the Commissioners Court by terms of Article 251.153 and Article 251.157 of the Texas Transportation Code are expressly reserved by the Commissioners Court in the event Applicant fails to abide by the conditions above set forth.

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

Company:

Address: _____

Signature of Agent of Applicant

Phone no. _____

County Judge

Commissioner, Pct. #1

Commissioner, Pct. #2

Commissioner, Pct. #3

Commissioner, Pct. #4