

# ROAD USE AGREEMENT

by and between POLK COUNTY, TEXAS

and

**[INSERT COMPANY/APPLICANT NAME]**

Whereas. **[insert Company/Applicant name]**, intends to perform activities in Polk County, Texas. Location (Well #, if oil) which will include the use of super heavy vehicles (over 84,000 lbs) on certain county roads: and

Whereas, the proposed activities will require super heavy vehicular traffic on a route which will include travel over county roads & bridges, as follows; **[insert County Road name/s]**; and

Whereas, the proposed traffic will exceed the weight capacity of the aforementioned county roads and bridges and may cause or significantly contribute to substantial damage on said roads and bridges; and

Whereas, **[insert Company/Applicant name]** and Polk County agree that the aforementioned traffic of super heavy vehicles on county roads and bridges is necessary for the proposed activity and that Polk County should be compensated for any damages or additional maintenance costs incurred as a result of said traffic;

Therefore, **[insert Company/Applicant name]** and Polk County, Texas hereby agree and contract as follows:

ASSURANCES:

**[INSERT COMPANY/APPLICANT NAME]** SHALL;

1. Pay to Polk County, Texas its actual costs, including labor, equipment useage and materials for all repairs, replacement or maintenance incurred as a result of the aforementioned traffic of super heavy vehicles on the county roads and bridges stated herein, above, during the period of **[insert start date]** to **[insert completion date]**,
2. **[insert Company/Applicant name]** shall provide surety to Polk County in the form of a **[insert type of Surety – i.e.; bond, letter of credit, etc.]** in the amount of **[insert Amount]**. Said surety shall be presented to the County Judge upon execution of this agreement and shall be deposited with the County Treasurer of Polk County, Texas. The aforementioned surety shall provide for the prompt payment upon demand by Polk County for the repairs, replacement and maintenance costs incurred. However, the liability of **[insert Company/Applicant name]** shall not be limited to the slated amount of said surety and **[insert Company/Applicant name]** hereby agrees to pay any additional sums as may be required for said repairs, replacement and maintenance upon demand.
3. **[insert Company/Applicant name]** agrees to provide 48 hours notice to Polk County, Texas before transporting or operating any equipment or commencing any super heavy vehicular traffic on the approved county roads and/or bridges which may interrupt the normal flow of traffic on said roads and/or bridges.
4. Special Requirements agreed to be performed by **[insert Company/Applicant name]**: **[insert any special requirements or state “NONE”]**

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POLK COUNTY SHALL:

1. Allow **[insert Company/Applicant name]** to utilize **[insert County Road name/s stated on page 1]** for the transport of all necessary equipment and traffic of super heavy vehicles involved in tire proposed activity, without weight limitations from **[insert start date stated on page 1]** to **[insert completion date stated on page 1]** [To].
2. Make a physical inspection/s of the subject site/s during the period agreed upon herein. Upon expiration of said period and the associated halting of the approved unlimited weight traffic, the County shall release any portion of the surety which has not been required for costs incurred or expected to be incurred, or may notify **[insert Company/Applicant name]** of any costs incurred which are in excess of the surety provided and may demand payment of those costs.

Executed by **[insert Company/Applicant name]**:

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that on this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn and declared that he/she is the person whose signature is affixed hereto and that he/she is duly authorized to execute the foregoing document on behalf of **[insert Company/Applicant name].**

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_.

(seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of Texas

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved by the Polk County Commissioners Court in a regular/special session held this \_\_\_\_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

County Judge County Clerk

Polk County, Texas