



LIBERTY COUNTY Routing &  
 Road Use Agreement  
 ENGINEERING DEPARTMENT  
 624 Fannin Street, Liberty, TX 77575  
 Phone (936) 336-4560 Fax (936) 253-8222

STATE OF TEXAS §  
 COUNTY OF LIBERTY §

Dated \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Renewal Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS

\_\_\_\_\_  
 First Party Company Name (print)

\_\_\_\_\_  
 Mailing and Street Address

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 E-mail, Office Phone

\_\_\_\_\_  
 Cell Phone

\_\_\_\_\_  
 Field Representative Name, Cell Phone Number

\_\_\_\_\_  
 First Party Contact Person (print)

The above shown name, hereinafter referred to as First Party enters into and makes this agreement with Liberty County, Texas, Precinct Number(s) \_\_\_\_\_. Necessity demands the use of a portion of certain Liberty County Road(s) over which Commissioner(s) \_\_\_\_\_ has jurisdiction and an obligation to protect and maintain in good repair. Both Parties to this agreement are aware of and acknowledge that the First Party's use of specified County Road(s) can lead to damage to the subject road(s) due to equipment crossings and/or the hauling of heavy loads over said County Road(s). Accordingly, First Party and Liberty County, Texas do hereby enter into this Routing and Road Use Agreement.

- 1) The First Party agrees to use only those County Road(s) identified below and shall specify which Liberty County Precinct that this route is in. Additionally, First Party shall provide information on the total distance of County Road(s) to be traveled and shall also provide an 8½" x 11" map copy showing the selected route(s). Damages to secondary access roads not specifically stated in this agreement shall also be covered by this agreement and shall be repaired by the First Party.

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

- 2) First Party agrees to use vehicles and/or equipment in such a manner as to not block or interfere with other traffic on said road(s) and understands that said road(s) must be open for public use at all times.

3) First Party agrees to assume and accept responsibility for damages inflicted to Liberty County road(s). Repairs to said damages are to be done by the First Party under the direction of Liberty County Officials. Road repairs shall be accomplished by the First Party as Follows:

(a) grading, maintaining and otherwise repairing said road(s) using First Party's equipment, labor and materials, as needed for the duration of time that First Party is using the road(s),

(b) reimbursing Liberty County for those costs incurred for repairing damages to County Road(s) by First Party

(c) failure of First Party to comply with items (a) and (b) as shown above may result in First Party's surety bond being called by Liberty County. If called, this bond shall cover all expenses associated with repairing the damaged County road(s), said cost to be determined by the Liberty County Commissioner in whose precinct said road(s) lay.

4) First Party agrees to return said road(s) to its original and/or better condition upon completion of its hauling operation.

5) First Party agrees to post a cash bond, an acceptable surety bond or a contractual agreement, same to be at the expense of the First Party, its contractor, subcontractor and/or its assigns. The face amount of surety documents shall be Three (3) Million dollars. This bond shall identify all county roads to be crossed and all roads being used as an access route.

(a) Company issuing surety bond: \_\_\_\_\_

Face amount of bond or surety: \$ \_\_\_\_\_

Identification number of bond or surety: \_\_\_\_\_

An original surety document must be attached to this Routing and Road Use Agreement

6) The duration of this agreement and the associated surety bond shall be open ended. And shall not specify a termination date. Release of this agreement and associated bond will be initiated by the conclusion of work, a request from First Party and approval by the Commissioners' Court of Liberty County.

7) Prior to First Party commencing operations, the existing condition of the road(s) to be used by the First Party shall be documented through inspection by the County. Additionally, video recordings of pre-existing road conditions will be performed by the Liberty County Precinct 2 Constable's Office and shall be maintained on file at said Constable's Office.

8) First Party agrees that it shall provide Liberty County two (2) working days of advance notice prior to transporting equipment and/or beginning actual haul use of the subject County road(s).

9) The County Engineering Department shall maintain a copy of this agreement and shall cause this agreement and associated bond or surety to be placed on file in the County Clerk's office.

10) First Party agrees that acts of its contractors, sub-contractor and/or assigns shall be considered as acts of the First Party. First Party understands and agrees that the use of alternative access routes, same being route(s) other than those specifically named in this document shall be considered a breach of this agreement and may lead to the County issuing a stop work order. First Party, its contractor, sub-contractor and/or assigns shall be held responsible for damages inflicted on unapproved access routes. Additionally, surety bonds that are submitted to Liberty County shall contain a statement to the effect that "First Party and its contractors, sub-contractors and/or assigns shall be financially responsible for any and all road damages inflicted on Liberty County Roads".

11) The use of certain primary and secondary roads as access routes may create a situation wherein the First Party and/or its contractors may be required to perform certain improvements, pre-emptive and post construction. The special conditions for this agreement are as follows:

**Special Conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12) the legal venue for disputes arising from this agreement shall be Liberty County, Texas.

This Routing and Road Use Agreement is approved by the Liberty County Commissioners' Court and is placed in full force on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Liberty County Judge \_\_\_\_\_  
Jay Knight

First Party Authorized Representative: \_\_\_\_\_  
Print Name Signature

State of Texas §  
County of Liberty §

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
(name of representative) as \_\_\_\_\_ (title of representative) of \_\_\_\_\_  
\_\_\_\_\_ (name of entity or person represented).

Seal

\_\_\_\_\_  
Notary Public Signature