

State of Texas § Date of Agreement: _____

County of Panola §

Panola County Routing and Road Use Agreement

WHEREAS, _____,
(Hereinafter COMPANY) intends to conduct operations at a site located on Panola County Roads described below;
and

WHEREAS, said COMPANY is located at:

Phone number: _____

WHEREAS, the location of the proposed operations will require the transportation of heavy, oversize equipment from

_____ (routing); and

WHEREAS, the weight of the equipment will exceed the capacity of county roads and bridges on the route set forth above; and

WHEREAS, the transportation of the equipment may cause substantial damage to the county roads and bridges; and

WHEREAS, _____ is the Commissioner of Precinct No. _____, and has the jurisdiction and obligation to maintain the roads within said precinct; and

WHEREAS, COMPANY and Panola County understand that pursuant to §251.151, Texas Transportation Code: "The commissioners court of a county may regulate traffic on a county road or on real property owned by the county that is under the jurisdiction of the commissioners court.", and agree that "County Roads" are only those roads designated above; and

WHEREAS, COMPANY and Panola County agree that the transportation of this equipment is necessary for these operations and that the County should be compensated for any damages or maintenance costs incurred;

COMPANY and Panola County hereby agree and contract as follows:

1. COMPANY may utilize the route specified above for the transport of all necessary equipment to the project location specified above without weight limitations for such time as operations continue on the location.
 - 1A. Extension: This agreement will be effective until the COMPANY notifies the commissioner that the operation of overweight equipment is no longer needed.
 - 1B. Exceptions: Any vehicle weighing less than 29 tons will not need a permit.

2. COMPANY agrees to use its vehicle in such a manner as not to block or otherwise interfere with other traffic along the route specified and that said route will be open to public traffic at all times, and further agrees to provide 48 hour notice to the County before transporting any equipment along the route set forth above that would interrupt the normal flow of traffic.
3. COMPANY, as used herein, shall include: company, operator of company, contractors, subcontractors, vendors, and/or all other affiliates.
4. It is COMPANY'S responsibility to reimburse Panola County for materials only to repair damages to the routed county roads and to notify Panola County when operations have ceased, and when a transfer of ownership in the operations has occurred.
 - 4A. Any damages deemed dangerous or hazardous to the public or regular traffic of said road must be repaired immediately.
 - 4B. In the event that company's operations cause an immediate and serious safety concern, COMPANY or COMPANY'S representative shall, without delay, call the Panola County Road and Bridge office at (903) 6933763, or, if the emergency occurs outside normal working hours, the Panola County Sheriff's Office at (903) 693-0333.
 - 4C. COMPANY must use due diligence in its efforts to keep roads passable to regular traffic during the term of agreement.
5. Should it become necessary for COMPANY, its agents, servants, or employees, while operating motorized equipment, to exit a county road by moving in, or across, or through a bar ditch on the County Road **more than once**, (once as being defined as ingress and egress), COMPANY will install, at its own expense, a culvert not less 12" in diameter, and not less than 24 feet in length; but in any event sufficient, in the opinion of Commissioner, or his appointed representative, to allow the normal flow of water through the bar ditch, without diversion or inhibition. The Commissioner or his representative shall approve any deviation from the above specifications.
 - 5A. At the request of Commissioner, after the expiration of this agreement or the cessation of activities making such culvert necessary, COMPANY must remove the culvert, and all material used in constructing said crossing, and restore the bar ditch/right-of-way to the same condition it was in prior to the installation of the culvert.
 - 5B. Should the culvert not exist, be damaged, or obsolete the company will buy the culvert and the commissioner will install the culvert.
6. COMPANY agrees, on request by the Commissioner, to post a cash bond, or a corporate surety bond, in the amount of \$_____, to the County Commissioner of the precinct(s) where the roads are located, to insure performance of the obligations incurred herein. The amount must be sufficient to guarantee the payment of any damage to a road or bridge sustained as a consequence of the transportation authorized by this agreement (Texas Trans. Code §623.018 (e)), but in no event shall COMPANY'S liability for damages be limited to the bond amount, and COMPANY agrees to pay any additional sums on demand.
7. Invoicing and Performance/Payment If the County performs the necessary repairs and is to be reimbursed, the Commissioner shall invoice COMPANY within ninety days. In the event of damages not discovered during the pendency of this agreement, or during the ninety days period for invoicing thereafter, the Commissioner shall invoice COMPANY within 90 days of the discovery of the damages. Payment by COMPANY is due 60 days after invoice.

Nothing in this subsection shall operate to negate COMPANY'S responsibility to repair the damages caused by COMPANY.

8. The rights and duties under this agreement are not assignable.

9. No transfer of interest by Company in the subject of operations, whether it be drilling, timer, or any other operation involving oversize or overweight vehicles operating on County Roads shall negate the responsibility of said company to repair damages caused by COMPANY.

By: _____
Commissioner Pct. _____

By: _____
Company Representative

Date of Signature: _____

**Return to: Melanie Earle
Panola County Road and Bridge Department
1121 E. Sabine
Carthage, TX 75633
Phone # (903) 693-3763 Fax # (903) 693-5368
Email: melanie.earle@co.panola.tx.us**

Phone:
Fax:

MUST HAVE A COMPANY SIGNATURE

By: _____ Company Representative

Date: _____

IF YOU HAVE RECEIVED THIS BY FAX/EMAIL, PLEASE RETURN THE SIGNED DOCUMENT TO:

Melanie Earle
Panola County Road and Bridge Department
Phone: (903) 693-3763
Fax: (903) 693-5368
Email: melanie.earle@co.panola.tx.us



PANOLA COUNTY CAB PERMIT



This permit is to be kept in each vehicle hauling on routed county roads

COMPANY: _____ DATE: _____

PCT #: _____

Describe the routed roads: _____

Good only on the above described roads.

Upon completion of job, please notify the Panola County Road and Bridge Department at (903) 693-3763