



Prec. No. _____

Rd. No. _____

2021 RIGHT OF WAY USE AND INDEMNIFICATION AGREEMENT

To Howard County Commissioners' Court
c/o Howard County Road & Bridge Engineer

Date _____

Formal notice is hereby given that _____, (Owner Company or Individual hereafter known as "Applicant"), proposes to contract with _____ ("Installer") to place

- An underground facility across a Howard County road. Refer to specification section I
- An underground facility parallel and inside a Howard County road (cannot be under travel way or clear zone). Refer to specification section I
- A temporary facility across the top of a Howard County road. Refer to specification section II
- A temporary facility parallel, inside, and on a Howard County road (cannot be under travel way or clear zone). Refer to specification section II
- ~~A commercial~~ **Residential** driveway or temporary commercial driveway to a Howard County road. Refer to specification section III
- An overhead facility across a Howard County road. Refer to specification section IV
- An overhead facility parallel and inside a Howard County road. Refer to specification section IV

We will construct and maintain the above referenced line on the county right of way as shown on the attached drawing marked Exhibit A, and in accordance with the rules, regulations and policies of Howard County, and all governing laws, including but not limited to the "Texas Engineering Practice Act", "Federal Clean Water Act", the "National Endangered Species Act", "Americans with Disabilities Act", and the "Federal Historic Preservation Act". Upon request by Howard County Road & Bridge (HC R&B) at any time, we will submit to HC R&B proof of compliance with all governing laws, rules and regulations. **We understand that HC R&B does not purport hereby to grant any right, claim, title or easement in or upon county road right of way. We further certify that we have contacted and have the support of all adjoining land owners and understand that this document is subject to open records requests.**

We have read and will adhere to the specifications of the relevant section (I thru IV) for our facility and complete an application for each instance that our facility will be placed within Howard County's Right of Way. We understand that each instance requires the payment of **the \$400 non-refundable administration fee.**

WHEREAS, Howard County has consented to said operation by Applicant but seeks indemnification from said Applicant, their successors and assigns, from any and all liability which Howard County might hereinafter incur by reason of such road bore being constructed, operated, maintained, replaced or removed;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Applicant, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant and agree to fully indemnify and hold harmless Howard County, its agents, employees and elected officials, from any and all claims which might hereinafter be asserted against them, or any one of them, by any person, entity or governmental agency, premised upon allegations and/or claims that one or more of said Indemnities is liable and/or responsible, in whole or in part, for damages, demands, and/or causes of action with respect to damages to property, injury to or death of persons, livestock, or other living things, natural resource damages, CERCLA response costs, environmental remediation and restoration costs, or fines or penalties, arising out of or attributable to acts or omissions of Indemnitor in the construction, maintenance, operation or removal of said pipeline. Such indemnification by Applicant ("Indemnitor") of Howard County ("Indemnitee") shall include but not be limited to

claims asserting a violation of a failure to fulfill duties imposed by, or an incurrence of liability under, any Environmental Laws or under any principal of common law relating to duties to protect or not unduly disturb human health or environmental quality.

It is further agreed and understood that in the event it becomes necessary after the date of this agreement for the said county roadway to be widened or improved in any way, Applicant will indemnify Howard County for its expenses incurred in connection therewith for adjusting or moving the pipeline in the said county roadway so as to conform to the widened or improved road.

Applicant shall repair the roadway to the condition that existed prior to commencement of the work on or around the roadway; and in the event any of the cut sections of the identified County Road should sink or drop within a five-year period after the above mentioned repair of such section, the applicant will be responsible for all costs incurred in connection with the adjustment and repair of such sections.

Applicant understands and agrees that their work is subservient to the safety needs of the traveling public and will shut down any portion of the their facility or the entire project as directed by Howard County Road & Bridge until corrections can be made. Howard County Road & Bridge understands that the applicant has expenditures associated with stopping work and will utilize that option only when necessary.

By signing as/for the Applicant below, I certify that I am authorized to represent the Applicant, that my agreement to the provisions and requirements included in this Request, and that our commencement of construction will further attest to review and acceptance of said provisions and requirements.

Applicant (“Facility Owner” or agent with authority to sign for facility [i.e. pipe, power, etc. line owner])		
Date:		
By:		
Signature of Owner/ Owner’s Representative:		
Title:		
Address:		
City	State	Zip Code
Phone: () -		
Email:		

Approved by Howard County
Signature:
Brian J. Klinksiek, P.E., Road & Bridge Engineer
Date:

Check Here indicates - Additional requirements place by County after submission for permit to be valid. See Explanation Below:

Precinct: _____



Road _____

Permit No. _____

Final Insp. Date: _____ By: _____

Date: _____

Section III Driveway Permit Application Modified 5-6-2021

Temporary (90 days Only) Residential Permanent Commercial Contractor Prepared

Permanent Responsible Contact Name: _____

Contact Email: _____ Contact Phone: _____

Driveway is being constructed for the purpose of: _____

Driveway is located (distance to nearest intersection): _____

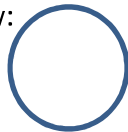
Or GPS: _____

Heavy Truck Traffic Drive (10+ eighteen wheel loads per day or Heavy industrial Construction), shoulders will be widened per page 4

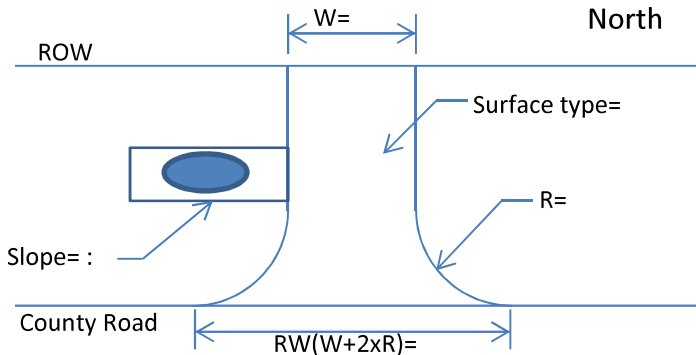
Driveway will be the following Type (refer to driveway specifications):

Type A (hilltop only) Type B (Dip Section) Type C (Pipe)(must include size & end Type)

Complete Sketch & Describe Driveway Below:



North



If Type C, # Pipes, Size & Type (18" CMP): _____

If Type C, Indicate SET Type: _____

For Road & Bridge Use Only:

Conditions to be met:

Notice to Proceed:

Date: _____

By: _____

Accepted As Completed By Howard County: By: _____

Brian J. Klinksiek, P.E. County Engineer

Rejected As Completed By Howard County: By: _____

Brian J. Klinksiek, P.E. County Engineer



Section III Driveway Specifications

1. DESCRIPTION

Specification to construct a permanent or temporary commercial driveway.

2. FACILITY TYPES

- 2.1.1. **Temporary Driveways.** Driveways placed in Howard County Right Of Way for a 90 day maximum. Must meet construction information below. Complete Right of Way Use and Indemnification Agreement and Section III Permit Application. No additional required information to be attached.
- 2.1.2. **Commercial Driveways.** Driveways placed in Howard County Right Of Way for use by a commercial entity. Must meet construction information below. Complete Right of Way Use and Indemnification Agreement and Section III Permit Application. No additional required information to be attached
- 2.1.3. **Residential Driveways.** Driveways placed in Howard County Right Of Way for use by a non-commercial entity. Must meet construction information below. Complete Right of Way Use and Indemnification Agreement and Section III Permit Application. No additional required information to be attached

3. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the specifications. Driveways may be paved or unpaved.

- 3.1. **Aggregate Driveways.** Materials placed within the ROW (if unknown assume 20 feet from edge of travel way) of a paved roadway must be crushed material to reduce the amount of powder on the paved surface that results in an impaired driving condition when wet. Caliche may be used on unpaved roadways.
- 3.1.1. **Paved Driveways.** May be hot mix, cold mix or a surface treatment (Sealcoat). Recycled Asphalt Pavement (RAP) is not considered as paved.
- 3.1.2. **Shoulder Widening.** When required due to heavy truck traffic shoulders must be paved. Paving may be any one of the following: hot mix, cold mix or a surface treatment (Sealcoat). Recycled Asphalt Pavement (RAP) is not considered as paved.

EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed. Temporary stockpiles that are left in Howard County ROW must be delineated with reflective barrels.

- 4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when needed. When constructing a Type B excavate existing ditch to a depth sufficient for amount of base to be placed for the driveway. Subgrade is to be compacted prior to placement of crushed base.
- 4.1.1. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as necessary.
- 4.1.2. **Compaction.** Compact using density control unless otherwise arranged. Multiple lifts are permitted.
- 4.1.3. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer, remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling.
- 4.1.4. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or primecoat.
- 4.1.5. **Width** at throat (ROW) minimum 25 feet Maximum 125 Feet