



GRAY COUNTY
205 N. Russell
Pampa, Texas 79065
(806)669-8008

GRAY COUNTY ROAD CROSSING AGREEMENT

**FEE: \$500.00 PER
ON SITE INSPECTION FEE**

DATE: _____

LOCATION: _____

The Gray County Commissioners Court offers no objection to the location on the Right-Of-Way (ROW) of your proposed pipeline as shown by accompanying drawings and notice. It is expressly understood that Gray County does not purport to hereby grant any right, claim, title, or easement in or upon this County Road, and it is further understood that Gray County may require the owner to relocate this pipeline, subject to provisions of governing laws, by giving thirty (30) days written notice.

_____ (First Party) shall hold harmless and indemnify Gray County, the Commissioners Court of Gray County, Texas, and each Gray County Commissioner and their Employees against any and all damages to property or injuries to persons caused by the proposed construction and installation of the facility and its removal, and by acceptance of this approval agrees to make all changes and alterations to said pipelines as may be required in connection with alteration, paving or relocation of any public road, without cost to Gray County.

All work on the County Road ROW shall be performed in accordance with that Precinct Commissioner, or their Designee's instructions. The installation shall cause minimum inconvenience to traffic and adjacent property owners. Special specifications for placing this pipeline are as follows:

1. The County Commissioner, or their designee, shall be the point of contact.
2. A description of the proposed pipeline construction project with maps shall be included with the signed agreement before construction can begin. The description shall indicate the approximate distance in linear feet of the pipeline from end to end in the County Road ROW. The description

shall also indicate the size of the pipe in diameter and thickness. A copper tracer wire must be installed for any non-metallic pipeline project.

3. Any pipeline road crossing shall be placed through hole bored beneath the road.
4. The line must be encased to extend from ROW-to-ROW line and encased within a conduit of sufficient size.
5. All borings on County Roads shall extend for the full width of the roadbed in all cases.
6. All lines, where practicable, shall be located to cross the roadbed at approximately right angles thereto. No lines are to be installed under, or within fifty (50) feet of either end of any bridge. No line shall be placed within any culvert or within twenty (20) feet of same.
7. All pipe or lines shall be well covered beneath the grade line in ditches in order not to interfere with the blading of ditches at a minimum coverage of thirty-six (36) inches. The finished crossing project will include above ground markers at road crossing locations.
8. The Office of the County Judge and the County Commissioner shall be given at least a two (2) day notice before any construction occurs in order that Gray County may have our representative on the ground to see that these requirements are understood and complied with by your field forces. The County Commissioner or their Designee must be allowed to inspect the crossing before any completion of dirt work is commenced. All excavations within the ROW and under surfacing shall be backfilled according to the instructions of the County Commissioner or their Designee, in whose Precinct the crossing occurred.
9. The cost of any and all barricades, warning signs and lights and flagmen, as well as repairs to road surface, roadbed, structures, or other ROW features as a direct result of any new installation or necessary repair will be borne by the First Party. Any responsibility for any such cost incurred as a result of relocation at the request of Gray County will be determined by reference to the applicable statutory provisions including but not limited to, the Texas Natural Resources Code and the Texas Utilities Code, if applicable.
10. It is further understood that in the future should Gray County need to work upon the roadway involved in this agreement in connection with (1) widening a ROW (2) changing of a traffic lane (3) improving the roadbed , or (4) improving of a drainage ditch located on a ROW, which work necessitates relocation of the pipeline, the First Party will change the location under the direction of the Gray County Commissioners Court, and the expense of any such relocation will be determined by reference to the applicable statutory authority or common law.
11. No pipeline shall be removed from the road without written notification of the Gray County Commissioners Court. The First Party will bear all expense of repair to the road and filling of the ditch, when removal is made, to the satisfaction of the County Commissioner or their Designee.

12. Each new crossing shall have a minimum of thirty-six (36) inches depth from the ditch line. The top twenty-four (24) inches of each crossing will be back filled with crushed lime rock.
13. Fees are excluded for agricultural use per approval by a majority vote of the Gray County Commissioners Court.
14. All crossings must have a plat on the Gray County Road Map.
15. Under 251.156 of the Utilities Code, phone cables, drops, any underground telecommunications lines, water lines, flow lines, gas lines, etc. must be a minimum coverage depth of thirty-six (36) inches below the bottom of the ditch line or thirty-six (36) inches coverage on the back slope. Nothing is to be placed or buried between the center line of ditch and the County Road.
16. All crossings must be in compliance with all State and Federal Laws.

This agreement shall be binding upon all heirs, successors, and/or assigns. This Document replaces all previous Gray County Road Crossing Agreements and is approved to form, in whole, by the Gray County Commissioners Court on April 15, 2024.

SUBMITTED BY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

APPROVED BY: _____

DATE: _____

