

GAS PIPELINE CONSTRUCTION AND INDEMNITY CONTRACT

State of Texas
County of Goliad

Comes now Goliad County Commissioners' Court and _____, contractor, which makes this a contract governing the installation of a natural gas pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this agreement are **Goliad County** and _____. **Goliad County** agrees to grant _____ at their expense, the right to construct:

A _____ pipeline crossing _____ at a distance of _____ feet from the centerline of _____, as indicated in the attached exhibits.

2. CONDITIONS

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- (a) Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251.01, et seq, Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- (b) Applicant shall bury said pipeline a minimum of five (5) feet from the lowest part of the ditch to the top of the pipe or a minimum of (6) feet from the surface of the road bed to the top of the pipe, should a ditch not exist.
- (c) Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- (d) Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- (e) During its operations pursuant to this Agreement, Applicant shall have available at the crossing area, a copy of this agreement approved by Goliad County Commissioners Court.
- (f) Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Goliad County and in accordance with the Location Plan and Profile.

- (g) The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this agreement.
- (h) When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- (i) Applicant shall ensure that the weight of any equipment crossing over Goliad County roads will not cause any damage to said roads. Applicant shall, if requested by Goliad County, ramp the crossing area during any such crossing of equipment.
- (j) Applicant shall physically support Goliad County bridges, culvert crossings and road easements as required, or as directed by Goliad County, while any work is being carried out hereunder.
- (k) Applicant shall cover any Goliad County road or easement damage with such quantity and quality of backfill material as to restore the surface to the same condition, or better, as it was prior to Applicant's work and the whole of the cost shall be borne by Applicant.
- (l) Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- (m) In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Goliad County Judge's Office verbal notice of such damage or other emergency and of the necessary work to be conducted.
- (n) The whole of the cost of the work with respect to Applicant's Facility in the crossing area shall be borne by Applicant.
- (o) Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's Facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this agreement. In addition, Applicant shall indemnify Goliad County from and against all such taxes, rates and assessments.
- (p) Applicant shall, except in cases of emergency, provide three (3) working days notice to Goliad County prior to commencement of construction or installation of the facility.

3. REMEDY ON DEFAULT

(a) In the case of default by Applicant in carrying out any of the provisions of this Agreement, Goliad County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, Goliad County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Goliad County in remedying the default.

Without restricting or limiting any other remedy which Goliad County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Goliad County forthwith upon demand the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Goliad County that the actual damages to Goliad County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

(a) If, subsequent to the initial work to be undertaken by Applicant for its facility, either Goliad County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.

(b) Notwithstanding the foregoing, installation of any Facility other than those covered by this agreement, shall require a separate crossing agreement.

(c) Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's Field Representative verbal notice of the emergency and necessary work, and shall forthwith give notice hereof.

5. LIABILITY AND INDEMNITY

(a) Applicant shall:

(i) be liable to Goliad County for all loss, damages and expenses which Goliad County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition;

(ii) indemnify Goliad County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Goliad County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement.

6. ASSIGNMENT

- (a) Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained, and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement
7. Goliad County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. _____ hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said natural gas line shall travel, or are beneficiaries of contracts with the property owner entitling _____ to construct and place said line. _____ will provide a completed LANDOWNER CONSENT form(s) as an attachment to of this contract.
9. _____ hereby agrees to indemnify and save harmless Goliad County, from any liability or damages the County may suffer as the result of any use, maintenance, placement, or failure of the pipeline which is the claims, demands, costs, or judgments against the County arising out of subject of this contract. The indemnity herein provided shall extend from the date of this agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this contract, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs _____ agrees to reimburse the County for such

expenses, attorneys' fees or costs within sixty (60) days after receiving written from the County of the incurring of such expenses, attorneys' fees, costs or obligations.

11. Should _____ fail to pay the County within the sixty-day period referred to in the foregoing paragraph, _____ agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. _____ is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.

12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Goliad County, Texas.

Approved:

Goliad County Commissioner, Pct. _____

Date

Entry into this contract by the County was authorized by official act of the Goliad County Commissioners' Court during a meeting which occurred on the ____ day of _____, 2015 and the minutes of which duly reflect same.

SIGNED AND ENTERED INTO on this the ____ day of _____, 2015.

Mike Bennett
County Judge

for and on behalf of Goliad County, Texas.

(Name)
(Company Name)

Return completed contract to:

Mike Bennett
Goliad County Judge
P O Box 677
Goliad, TX 77963
(361) 645-3337; fax (361) 645-3474

LANDOWNER CONSENT

The undersigned, being an owner of land adjoining County right-of-way described as follows:

has no objection to the use of such right-of-way for gas pipeline purposes by _____
_____ as described in said company's application to Goliad County.

Dated this _____ day of _____, 20_____.

Printed Name(s)

Signature(s)

ORDER

The preceding **GAS PIPELINE CONSTRUCTION AND INDEMNITY CONTRACT** having been duly presented and considered by the County Judge and Commissioners of Goliad County, Texas, and appearing that such Contract states good grounds therefore, permission for the use of County right-of-way, as requested, is hereby granted; provided, further, that applicant shall not “ditch” across paved roads, but shall bore underneath same, and case such pipeline.

Dated, this the ____ day of _____, 2015.

Mike Bennett
Goliad County Judge