

RESOLUTION 051426 I.V.B.12

**RAINS COUNTY, TEXAS RESOLUTION ADOPTING STANDARD FORM
SPECIAL ROAD USE AND MAINTENANCE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF RAINS §

WHEREAS, pursuant to Texas Transportation Code Chapter 251, the Commissioners Court of Rains County has general control over all county roads, highways, and bridges; and

WHEREAS, heavy construction, industrial development, energy projects, subdivision development, and other large-scale activities create extraordinary wear and damage to County roadways beyond ordinary public use; and

WHEREAS, the Commissioners Court finds it necessary to protect public infrastructure and ensure that taxpayers do not bear the financial burden of repairing damage caused by private development; and

WHEREAS, the Commissioners Court desires to adopt a uniform and enforceable Special Road Use and Maintenance Agreement to be required for applicable projects;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Rains County, Texas, that:

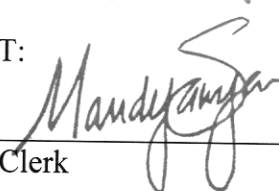
1. The attached Special Road Use and Maintenance Agreement is hereby adopted as the County's standard form agreement for projects involving extraordinary road use.
2. The County Judge is authorized to execute said Agreement following approval by the Commissioners Court for each specific project
3. No extraordinary hauling or heavy construction traffic shall commence on County roads without an executed Agreement in place.

PASSED AND APPROVED this 15th day of May, 2026.

RAINS COUNTY, TEXAS


County Judge Brett D. Hillman

ATTEST:


County Clerk



SPECIAL ROAD USE AND MAINTENANCE AGREEMENT

This Special Road Use and Maintenance Agreement ("Agreement") is entered into by and between Rains County, Texas ("County") and _____ ("User").

I. AUTHORITY

This Agreement is authorized under Texas Transportation Code Chapter 251, Texas Local Government Code § 81.028, and the County's general legal authority to protect and maintain county road infrastructure for the benefit of the public.

II. DESIGNATED ROADWAYS

User may use only the following road segments:

III. PRE-USE INSPECTION

The County road & bridge administrator (or designee) shall inspect and document the existing condition of the Designated Roads (including photographs and written assessment). The documentation shall establish the baseline condition for determining damage. No hauling shall begin prior to inspection.

IV. ENGINEERING AND MAINTENANCE SPECIFICATIONS

User shall comply with the following minimum engineering standards:

1. Road Base Requirements:
 - a. Minimum compacted depth of 6 inches of crushed limestone or equivalent material;
 - b. Material shall meet TxDOT Grade 2 or better specifications; and
 - c. Compaction to 95% Standard Proctor Density.
2. Surface Treatment:
 - a. Existing asphalt surfaces shall be restored with equivalent thickness and hot mix asphalt;
 - b. Chip seal surfaces shall be restored with double surface treatment if damaged;
 - c. Gravel roads shall be re-topped and shaped to original crown.
3. Drainage Protection:
 - a. Ditches must be maintained to original depth and slope;
 - b. Culverts damaged or clogged shall be replaced or cleared at User's expense;

- c. No alteration of drainage patterns may occur without written approval of the Commissioners Court.
- 4. Dust Control:
 - a. Dust suppression measures required during dry conditions;
 - b. Water trucks or approved stabilizers required as directed by County.
- 5. Restoration Standard: Upon completion, roads shall be restored to equal or better condition than pre-use inspection baseline.

V. SECURITY REQUIREMENT

User shall provide a performance bond, irrevocable letter of credit, or escrow in an amount set by the Commissioners Court.

VI. INSURANCE

User shall maintain \$1,000,000 minimum general liability and automobile liability coverage. Rains County shall be named as additional insured, and certificates must be filed with the County Commissioners Court prior to use.

VII. INDEMNIFICATION

USER AGREES TO INDEMNIFY AND HOLD HARMLESS RAINS COUNTY, ITS OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES ARISING FROM USER'S USE OF THE DESIGNATED ROADS.

VIII. INSPECTION RIGHTS

The County retains the right to: (1) Inspect the Designated Roads at any time; (2) Halt operations if unsafe conditions exist; and (3) Require immediate corrective action.

IX. DEFAULT AND REMEDIES

User is in default if it:

- a. Fails to maintain roads;
- b. Fails to restore roads;
- c. Violates load restrictions; or
- d. Fails to maintain required insurance or security.

Upon default, the County may provide written notice of such default to User. If User fails to remedy the default(s) within 10 days of notice, the County may:

- a. Suspend road use;
- b. Draw upon bond or security;

- c. Perform repairs and recover costs;
- d. Pursue legal remedies available under Texas law.

X. APPROVAL

This Agreement is not effective unless approved by the Commissioners Court in an open meeting.

XI. NO WAIVER

Failure of the County to enforce any provision shall not constitute a waiver of its rights..

XII. VENUE

Venue for any dispute shall lie exclusively in Rains County, Texas.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes prior informal road use agreements.

EXECUTED this ____ day of _____, 2026.

RAINS COUNTY, TEXAS

County Judge

USER

Authorized Representative

Date: _____