

## Mason County Pipeline/Road Crossing Agreement

This Mason County Pipeline/Road Crossing Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commissioners Court of Mason County, Texas (“County”), and \_\_\_\_\_ (“Owner”).

**WHEREAS**, Owner desires to install and maintain a pipeline across portions of County, which will require the crossing of one or more County roads; and

**WHEREAS**, County authorizes the crossing of its County roads subject to compliance with its “Standards for Installation and Maintenance of Pipelines Crossing Mason County Roadway Rights-of-Way,” and “Guidelines for Underground Crossing and Right of Way Lines” which were updated by Order of Commissioners Court on March 8, 2024 (“Standards/Guidelines”), a copy of which is attached hereto as Exhibit “A” and for all things made a part hereof; and

**WHEREAS**, Owner has filed a Pipeline Crossing Application (“Application”) setting forth specific information regarding the description and location of the proposed pipeline and pipeline crossing, which description and location the County finds is in compliance with the Standards/Guidelines; and

**WHEREAS**, County and Owner desire to enter into this Agreement to clarify the obligations of the parties relating to the proposed installation and maintenance of the pipeline in Mason County by Owner; now therefore

**FOR AND IN CONSIDERATION** of the mutual obligations and benefits to be derived hereunder, County and Owner do hereby agree as follows:

**I.** Subject to the terms and conditions hereof and compliance with the Standards/Guidelines, County approves the proposed pipeline crossing as described and depicted in the Application. A copy of the approved Application is attached hereto as Exhibit “B” and is made a part hereof for all purposes.

**II.** Owner shall install and maintain its pipeline in accordance with the representations contained in the Application, and in compliance with the Standards/Guidelines. Owner confirms its understanding of the obligations contained in the Standards/Guidelines, and agrees to be bound by the terms thereof.

**III.** By entering into this Agreement County does not purport to grant any right, claim, title or easement in or upon any County road.

**IV.** This Agreement is applicable only to the pipeline(s) described and depicted on the Application.

V. Owner agrees to indemnify, defend and hold County, its officers, agents and employees, harmless from and against any and all claims, demands, losses, actions and liabilities (including costs and attorneys' fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising or resulting from, or connected with, any act or omission by Owner, its officers, agents, employees or contractors, relating or incident to the installation, use, maintenance or removal of its pipeline in County right-of-way. Nothing contained in this paragraph shall be construed as waiving County's governmental immunity.

VI. It is further agreed and understood that the Order of the Commissioners Court of County authorizing the entering into of this Agreement shall be and does constitute an acceptance on the part of County of the offer made by Company by the submission of its conforming Application, and that said Order and the entering into of this Agreement constitutes a valid and binding contract between the parties, their successors and assigns, according to the terms hereof.

VII. This Agreement shall expire ninety (90) days after the effective date hereof unless installation of such pipeline crossing has commenced prior to the expiration of such ninety (90) day period. If installation of the pipeline crossing is not completed within ninety (90) days following commencement, the pipeline project shall be deemed abandoned and any further installation shall require a new Application and Agreement.

VIII. Severability. In the event this Agreement, or any part or provision hereof, or the Standards/Guidelines to which this Agreement is subject, or any part or provision thereof, or the application of same to any person or circumstance, is found to be invalid or held unconstitutional by a court of competent jurisdiction, it shall not impair or invalidate this Agreement as a whole or any part or provision hereof other than the part or provision declared to be invalid or unconstitutional, and the parties hereby declare that they would have passed each and every part of same notwithstanding the omission of any such part declared invalid or unconstitutional, or whether there be one or more parts.

IX. This Agreement shall be binding upon the heirs, successors and/or assigns of the parties hereto.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner:

MASON COUNTY  
COMMISSIONERS COURT

\_\_\_\_\_

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name, Title)

**STANDARDS FOR INSTALLATION AND MAINTENANCE  
OF PIPELINES CROSSING MASON COUNTY ROADWAY RIGHTS-OF-WAY**

The installation of sewer lines across a county road is not permissible. The following minimum standards shall apply to the installation and maintenance of pipelines located under County roadway rights-of-way in Mason County, Texas:

1. No pipeline shall be installed or maintained in such manner as to interfere with, or restrict in any way, the construction, reconstruction, maintenance or repair of a County road, County roadway drainage system, or other County improvement within a County roadway right-of-way. The pipeline owner shall make all change, alteration or relocation to its pipeline as may be required by County in connection with any future addition of right-of-way, the widening or changing of traffic lanes or other improvement of the roadway or roadway bed, the improvement of drainage facilities, or any other improvement authorized by County to be made in the County roadway right-of-way, upon the giving of thirty (30) days advance written notice thereof by County. Any pipeline, or portion thereof, which in any manner interferes with any future change in the roadway right-of-way or roadway right-of-way improvements shall be removed, altered or relocated as is necessary to eliminate such interference, immediately upon notice to do so by the Commissioners Court, which shall be at the sole cost and expense of the pipeline owner.
2. No pipeline shall be installed or maintained in such manner as to block vehicular or pedestrian traffic, to interfere with surface water drainage, or in such manner as to constitute a danger or hazard to persons or property, or to become a nuisance to persons using the County road or living in the vicinity thereof. If public safety requires the temporary closure of a roadway during installation, regardless of duration, the pipeline owner shall provide suitable provision for a temporary by-pass during such installation. The pipeline owner shall be responsible for the costs of any and all barricades, warning signs, lights and flagmen as may be required during installation and/or maintenance of the pipeline crossing.
3. No pipeline shall be located nearer than fifty (50) feet of any bridge, within twenty (20) feet of any culvert, or within twenty (20) feet of the intersection with any public or private roadway.
4. All pipelines shall be jacked, bored or driven under the surface of the roadway right-of-way, at a minimum depth of sixty (60) inches below grade, measured from the top of the bore. All pipelines shall be encased within an iron or other approved casing at least two (2) inches larger in diameter than the pipeline. Notwithstanding the foregoing, upon demonstration by an applicant that the proposed carrier pipe for the pipeline would be of such thickness and strength that encasement would be unnecessary, the Commissioners Court may waive the encasement requirement, or waive the encasement requirement with additional conditions, such as increased pipeline crossing depth. All pipeline installations and maintenance shall meet requirements of applicable state or federal laws or regulations applicable thereto.

5. The pipeline owner shall be liable for damage to any portion of the roadway right-of-way, or to any structure within, upon or adjacent thereto, or injury to any person, caused by reason of or incident to the installation or maintenance of such pipeline. Authorization to cross the County's roadway right-of-way shall be conditioned upon the pipeline owner's entering into an agreement to indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims for damages to property or injuries to persons occasioned by the installation or maintenance of such pipeline crossing.

6. If County roadway right-of-way is damaged as a result of, or incident to, the construction or maintenance of a pipeline, and the pipeline owner fails to initiate restoration of such damaged roadway right-of-way within forty-eight (48) hours following notice thereof by County, or fails to diligently prosecute to completion of any such restoration, County may cause such restoration to be done, and the pipeline owner shall be responsible for all costs and expense borne by the County relating thereto.

7. Pipeline owners shall place and maintain, at or immediately adjacent to the point where pipelines enter and exit the roadway right of way, signs which clearly identify the pipeline operator, a telephone number where a representative of the pipeline operator may be reached twenty-four (24) hours a day, the content of the pipeline, and such other additional information as may be required from time to time by state or federal law or regulation.

8. All plans for pipeline installations shall be submitted to the Mason County Commissioners Court for review and approval, as part of the "Pipeline Crossing Application" promulgated from time to time by the Commissioners Court. Pipeline crossing installations shall be conducted in strict conformance with the plans as approved by County. All installations shall be inspected by the County's authorized representative for compliance with these standards and the approved plans. A written notice shall be delivered to the Commissioners Court not less than forty-eight (48) hours, weekends excluded, before beginning any pipeline installation or maintenance within County roadway right-of-way. Notwithstanding the foregoing, in the event of maintenance required due to an emergency or urgent public necessity, the pipeline owner shall apprise the Mason County dispatcher of the emergency or urgent situation as soon as reasonably possible, circumstances considered.

9. Applicants shall enter into the Pipeline/Road Crossing Agreement assuming obligations contained in these standards and the approved plans. The form of such Agreement shall be as promulgated from time to time by the Mason County Commissioners Court.

10. Each Pipeline Crossing Application shall be accompanied by a nonrefundable fee of \$500 (except water lines per Commissioners Court approval on 6-6-2022) for administrative expenses incurred the County in reviewing the application and inspecting the pipeline crossing installation for compliance with these standards. A separate Pipeline Crossing Application shall be required for each crossing.

**GUIDELINES FOR UNDERGROUND CROSSING  
AND RIGHT-OF-WAY LINES**

PIPELINES, ELECTRIC LINES, PHONELINES, FIBER OPTIC LINES, OR ANY OTHER LINE RUNNING ACROSS COUNTY ROADS OR ADJACENT TO AND IN COUNTY ROAD RIGHT OF WAY SHALL MEET THE FOLLOWING GUIDELINES AS SET BY THE COMMISSIONERS COURT OF MASON COUNTY, TEXAS.

1. GAS AND OIL PIPELINES MUST BE A MINIMUM OF 48 INCHES FROM THE TOP OF THE BORE AND SHALL RUN THROUGH A METAL CONDUIT EXTENDING BEYOND COUNTY RIGHT OF WAY. HOWEVER, LINES WITH A DEPTH GREATER THAN 48 INCHES DO NOT REQUIRE A METAL CONDUIT.
2. THE TOP OF THE BORE SHALL BE AT LEAST 48 INCHES BEYOND THE LOWEST POINT OF THE COUNTY RIGHT OF WAY AT THE CROSSING POINT.
3. PIPELINE OPERATORS SHALL PLACE A CLEARLY IDENTIFYING SIGN AT THE ENTRANCE AND EXIT POINTS OF COUNTY RIGHT OF WAYS.

ALL SIGNS SHALL STATE THE APPROPRIATE NOTICE AS REQUIRED BY OSHA AND/OR THE DOT (NOTICE-WARNING-DANGER), THE PIPELINE OPERATOR'S NAME, THE PIPELINE OPERATOR'S 24 HOUR PHONE NUMBER AND THE CONTENT OF THE PIPELINE.

4. PIPELINE OPERATORS SHALL BORE UNDER ALL COUNTY ROADS, WHETHER PAVED OR UNPAVED. AT NO TIMES SHALL PIPELINE OPERATORS CUT DITCHES ACROSS COUNTY ROADS.
5. PRIOR TO CONSTRUCTION OF ANY LINE CROSSING AND /OR RUNNING IN THE COUNTY ROAD RIGHT OF WAY, THE APPLICANT MUST CONTACT DIG TEST (811) FOR AN ASSESSMENT, AND APPROVAL MUST BE GIVEN BY MASON COUNTY, THROUGH PERMISSION GRANTED BY THE MASON COUNTY COMMISSIONERS COURT.
6. COUNTY CATTLE GUARDS SHALL NOT BE USED AS A CONDUIT FOR A ROAD CROSSING POINT FOR PIPELINES, ETC.
7. AT NO TIME SHALL COUNTY REGULATIONS CIRCUMVENT FEDERAL OR STATE PIPELINE GUIDELINES OR LAWS.
8. OPERATOR MUST CONTACT THE COUNTY ROAD ADMINISTRATOR BEFORE COVERING A DITCH.
9. THE COUNTY RESERVES THE RIGHT TO INSPECT, ACCEPT, OR REJECT ROAD CROSSING CONSTRUCTION.
10. TRACK VEHICLES MUST BE HAULED WHEN CROSSING COUNTY ROADS.

11. SOME LEEWAY MAY BE GRANTED FOR EXISTING LINES. HOWEVER, ALL LINES (IN USE OR ABANDONED) SHALL MEET THE MARKING STANDARDS REQUIRED BY THE COUNTY AND /OR OTHER REGULATORY AGENCIES.
12. ALL NEW CONSTRUCTION SHALL MEET LISTED GUIDELINES AND VIOLATORS WILL BE HELD RESPONSIBLE FOR ALL DAMAGES INCURRED IF GUIDELINES ARE NOT MET.
13. WATER LINES MUST MEET DEPTH REQUIREMENT OF 36" (3') AND PVC PIPES MUST BE ENCASED IN STEEL CONDUIT OR SCHEDULE 80 PVC CONDUIT.
14. CASINGS MUST BE 48" (4') FROM THE EDGE OF THE ROAD ON BOTH SIDES, UNLESS PIPE CROSSES ROAD AT AN ANGLE (DISTANCE WILL BE DETERMINED BY ROAD & BRIDGE ADMINISTRATOR
15. ELECTRIC LINES, PHONELINES, FIBER OPTIC LINES, OR ANY OTHER LINE RUNNING ACROSS COUNTY ROAD (with the exception of gas, oil, and water) MUST MEET DEPTH REQUIREMENTS SPECIFIED BY THE MASON COUNTY COMMISSIONERS COURT; NO LESS THAN 24" (2') PER APPROVAL AT 2/12/2018 COMMISSIONERS COURT.

## Application Road Crossing and Right-of-Way Permit

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **Pipeline Location and Description**

County Road: \_\_\_\_\_

Precinct: \_\_\_\_\_ *Please attach a map indicating location.*

GPS Points: \_\_\_\_\_ Map attached:    \_\_\_ yes    \_\_\_ no

Pipeline size: \_\_\_\_\_

Type of pipe: \_\_\_\_\_ (PVC pipe must be encased)

Purpose of pipeline: \_\_\_\_\_

\_\_\_\_\_

Dig Test (811) assessed?    \_\_\_ yes    \_\_\_ no

Additional info: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Received by: \_\_\_\_\_