



**ROAD USE AGREEMENT**  
by and between POLK COUNTY, TEXAS  
and  
Unit Petroleum Company

Whereas, Unit Petroleum Company, intends to perform activities in Polk County, Texas, which will include the use of super heavy vehicles (over 84,000 lbs) on certain county roads: and

Whereas, the proposed activities will require super heavy vehicular traffic on a route which will include travel over the county roads & bridges located in the area outlined in red in Exhibit A;

Whereas, some of the proposed super heavy vehicular traffic may exceed the weight capacity of the aforementioned county roads and bridges and may cause or significantly contribute to substantial damage on said roads and bridges; and

Whereas, Unit Petroleum Company and Polk County agree that the aforementioned traffic of super heavy vehicles on county roads and bridges is necessary for the proposed activity and that Polk County should be compensated for any damages or additional maintenance costs incurred as a result of said super heavy vehicular traffic;

Therefore, Unit Petroleum Company and Polk County, Texas hereby agree and contract as follows:

ASSURANCES:

Unit Petroleum Company SHALL;

1. Pay to Polk County, Texas its actual costs, including labor, equipment useage and materials for all repairs, replacement or maintenance incurred as a result of the aforementioned traffic of super heavy vehicles on the county roads and bridges stated above, during the period of April 16, 2014 to April 16, 2015.
2. Unit Petroleum Company shall provide surety to Polk County in the form of a bond in the amount of One hundred Thousand Dollars and no/100 (\$100,000.00). Said surety shall be presented to the County Judge upon execution of this agreement and shall be deposited with the County Treasurer of Polk County, Texas. The aforementioned surety shall provide for the prompt payment upon demand by Polk County for the repairs, replacement and maintenance costs incurred should Unit Petroleum Company default in payment as be required in item 1. (above). However, the liability of Unit Petroleum Company shall not be limited to the amount of the bond and Unit Petroleum Company agrees to pay, on demand, any additional sums as may be required for repairs, replacement and maintenance caused by the super heavy vehicular traffic described in this agreement.
3. Unit Petroleum Company agrees to provide 48 hours notice to the person designated by Polk County, Texas before transporting or operating any super heavy equipment or commencing any super heavy vehicular traffic on the approved county roads and/or bridges which may interrupt the normal flow of traffic on said roads and/or bridges.
4. Special Requirements agreed to be performed by Unit Petroleum Company: NONE.

POLK COUNTY SHALL:

1. Allow Unit Petroleum Company to utilize Polk County roads and bridges for the transport of all necessary equipment and traffic of super heavy vehicles involved in the proposed activity, without weight limitations during the agreed time.
2. Make a physical inspection of the subject site(s) during the period agreed upon herein and give 48 hours prior notice to Unit Petroleum Company of the inspection. Upon expiration of said period and the associated halting of the approved unlimited weight traffic, the County shall release any portion of the surety which has not been required for costs incurred or expected to be incurred, or may notify Unit Petroleum Company of any costs incurred which are in excess of the surety provided and may demand payment of those costs.

Executed by Unit Petroleum Company:

Authorized Signature: *Bradford J. Guidry*  
 Printed Name: Bradford J. Guidry Date: 4-10-14

*BR*

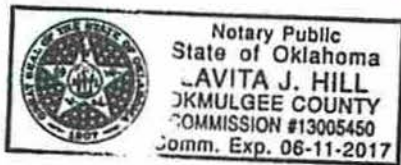
STATE OF OKLAHOMA

COUNTY OF TULSA

I, *Lavita Hill*, a Notary Public in and for the State of <sup>oklahoma</sup> ~~Texas~~, do hereby certify that on this the 10<sup>th</sup> day of April, 2014, personally appeared before me Bradford J. Guidry, being first duly sworn and declared that he is the person whose signature is affixed hereto and that he/ is duly authorized to execute the foregoing document on behalf of Unit Petroleum Company

SWORN AND SUBSCRIBED before me this 10<sup>th</sup> day of April, 2014.

(seal)



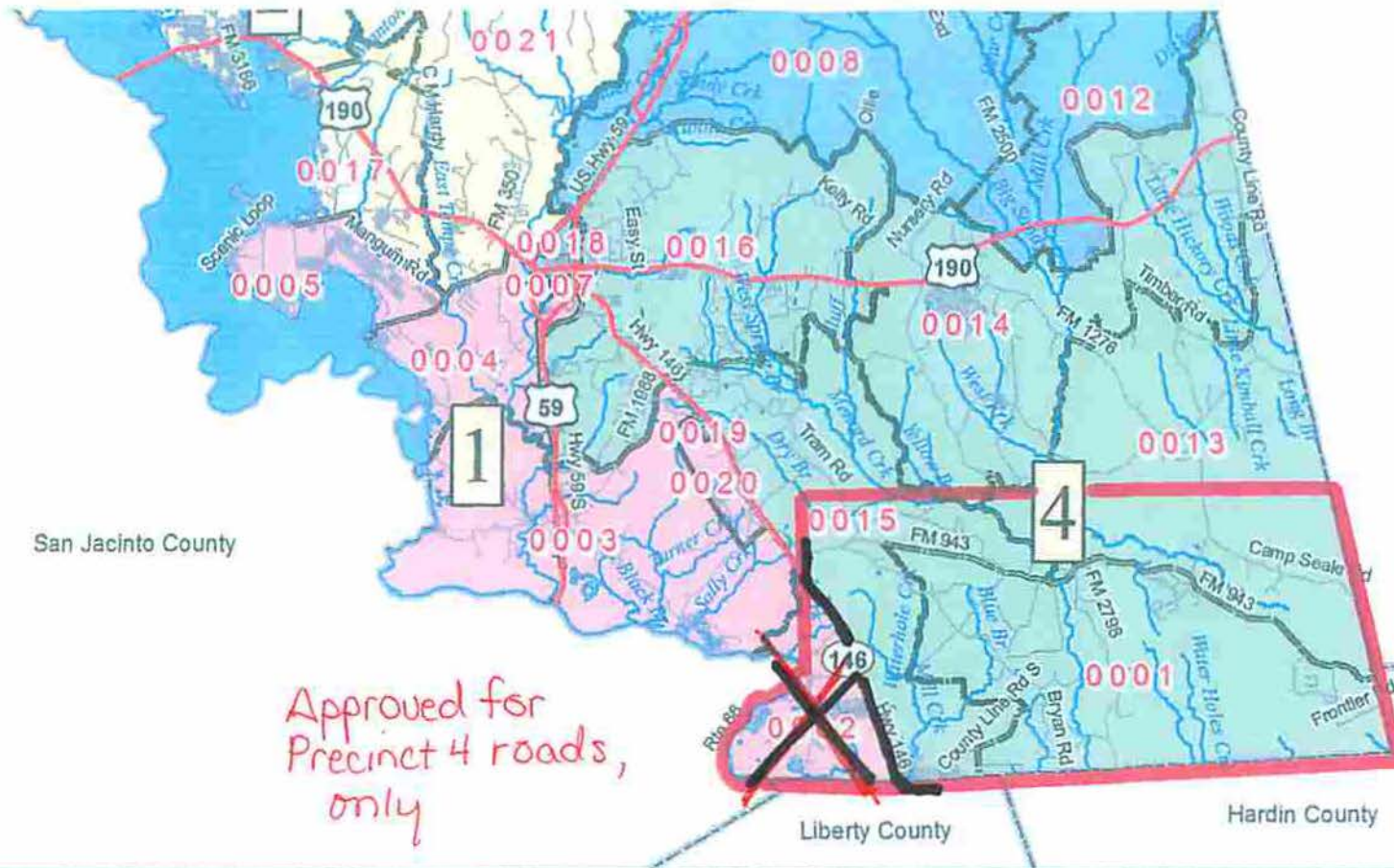
*Lavita J. Hill*  
 Notary Public in and for the State of Oklahoma  
 Printed Name: Lavita J. Hill

Approved by the Polk County Commissioners Court in a regular/special session held this 6<sup>th</sup> day of May, 2014.






*John P. Thompson*  
 John P. Thompson, County Judge  
 Polk County, Texas

ATTEST:  
*Schelana Walker*  
 Schelana Walker, County Clerk





Approved for  
Precinct 4 roads,  
only

-  Commissioner Precinct 1
-  Commissioner Precinct 2
-  Commissioner Precinct 3
-  Commissioner Precinct 4
-  Voting Districts

# POLK COUNTY

Adopted Plan  
Commissioner Precincts



Allison, Bass & Associates, LLP  
Date: 11/14/2011

Exhibit A  
to Road Use Agreement