



**ROAD USE AGREEMENT**  
by and between POLK COUNTY, TEXAS  
and  
Famcor Oil, Inc.

Whereas, **Famcor Oil, Inc.** intends to perform activities in Polk County, Texas. Location (Well #, if oil) 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 county roads & bridges, as follows: All roads in Polk County Precinct 4; and

Whereas, the proposed traffic will 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, **Famcor Oil, Inc** 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 traffic;

Therefore, Famcor Oil, Inc and Polk County, Texas hereby agree and contract as follows:

ASSURANCES:

FAMCOR OIL, INC. 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 herein, above, during the period of August 2015 to August 2016.
2. Famcor Oil, Inc shall provide surety to Polk County in the form of a bond in the amount of \$50,000.00. 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. However, the liability of Famcor Oil, Inc shall not be limited to the slated amount of said surety and Famcor Oil, Inc hereby agrees to pay any additional sums as may be required for said repairs, replacement and maintenance upon demand.
3. Famcor Oil, Inc agrees to provide 48 hours notice to Polk County, Texas before transporting or operating any 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 Famcor Oil, Inc: NONE

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POLK COUNTY SHALL:

1. Allow Famcor Oil, Inc to utilize all roads in Polk County Precinct 4 for the transport of all necessary equipment and traffic of super heavy vehicles involved in tire proposed activity, without weight limitations from August 2015 to August 2016 [To].
2. Make a physical inspection/s of the subject site/s during the period agreed upon herein. 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 Famcor Oil, Inc of any costs incurred which are in excess of the surety provided and may demand payment of those costs.

Executed by Famcor Oil, Inc:

Authorized Signature: Kelly Vasquez  
 Printed Name: Kelly Vasquez Date: 12/8/15

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

I, Katherine Ray, a Notary Public in and for the State of Texas, do hereby certify that on this the 8th day of December, 2015, personally appeared before me Kelly Vasquez, being first duly sworn and declared that he/she is the person whose signature is affixed hereto and that he/she is duly authorized to execute the foregoing document on behalf of Famcor Oil, Inc.

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)



Katherine M Ray  
 Notary Public in and for the State of Texas  
 Printed Name: Katherine M Ray

Approved by the Polk County Commissioners Court in a regular/special session held this 24th day of November, 2015.

Sydney Murphy  
 Sydney Murphy, County Judge  
 Polk County, Texas

ATTEST:  
Schelana Hock  
 Schelana Hock, County Clerk  
 BY: Christie Johnson