

**CROSSING SURFACE INSTALLATION AGREEMENT**  
**BNSF FORM 0108**

**BNSF RIGHT-OF-WAY  
HAPGOOD LANE  
Northeast of Bellevue  
CLAY COUNTY  
DOT NO. 274715D  
LS 485, MP 86.83**

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of **October 10, 2014**, by and between Clay County, Texas (hereinafter called, "Agency") and The BNSF Railway Company (hereinafter called, the "Company").

WHEREAS, Company operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Agency and Company desire to install a new concrete and rubber crossing surface and perform drainage work at **HAPGOOD LANE**;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Company Work.** The Company will install a total of **one** new concrete and rubber crossing surfaces for a width of 40 feet on only the one track. The new crossing surface will adequately cover all vehicular driving lanes at **Hapgood Lane**. The Company will perform all necessary track upgrades to accommodate the new crossing surfaces. The Company contact person to coordinate schedule of work is Roadmaster Michael Knapp at Office: 817-740-7274 or Cell Phone: 308-763-9194.
2. **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will order materials and upon completion of installing the new concrete crossing surface will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Agency agrees to pay Company a lump sum total cost of **sixteen thousand and no/100 dollars (\$16,000)** for the new crossing surfaces (\$400/ft x 40ft).
3. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, the Company will maintain, at its own cost and expense, the crossing surface in a satisfactory manner. Notwithstanding the preceding sentence, the Company shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
4. **Vehicular Traffic during Installation.** The Agency shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular traffic at the **Hapgood Lane** crossing during installation of the new crossing surface.
5. **Drainage.** The Agency agrees to allow the Company to drain water from the **Hapgood Lane** crossing area into existing Agency storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by the Company.
6. **Roadway Surfacing Work.** The Agency agrees to furnish and place asphalt-stabilized base under the track for the crossing surface renewal. The Agency agrees to also furnish and place asphalt

on both roadway approaches to the new crossing surface at **Hapgood Lane**. Agency further agrees that both new roadway approaches will be constructed level with the top of rail of the finished crossing surface.

7. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and Agency's payment of the amounts set forth in Section 2 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

**COMPANY:**

**The BNSF Railway Company:**

By: \_\_\_\_\_  
Timothy J. Huya, Manager Public Projects

**AGENCY:**

**Clay County, Texas**

By: Kenneth Liggett  
Printed Name: Kenneth Liggett  
Title: County Judge



TEST: Dasha Kelton

All invoices for the project will be sent to:

CLAY COUNTY  
Attn: Kenneth Liggett  
Address: 214 N. Main St  
Henrietta TX 76365

Phone: (940) 538-4651

Email: ccjudge@claycountytx.com

