COUNTY OF CLAY

AGREEMENT FOR DISPOSAL OF WASTE, DIRT, SOIL, SEDIMENT or BRUSH ON LANDOWNER'S PROPERTY

/ Cary Stowe
WHEREAS, the County of Clay and (hereinafter referred to as "Landowner") hereby desire to enter into an agreement for the disposal of waste dirt, soil, sediment or brush ("hereinafter referred to as dirt") on Landowner's property.
WHEREAS in consideration of the mutual covenants hereafter Landowner agrees to allow Clay County to dispose of dirt on their property. Clay County is entering into this agreement to save time and money to the tax payers of Clay County.
WHEREAS Landowner will be responsible for the removal of said dirt after it is abandoned by Clay County on Landowner's property.
WHEREAS in consideration for allowing Clay County to dispose of dirt on Landowner's property said dirt shall become the property of and responsibility of Landowner.
Clay County shall be responsible for any acts done, in relation to the disposal of said dirt, on Landowner's property and shall indemnify and hold Landowner harmless for any litigation arising out of acts taken on Landowner's property.
Disposal site located at Friendship Rd Rt2 Box 136
Signed this / 9 day of Z, 1015
Clay County Commissioner, Precinct _
ATTEST: Sasha Kelton, County Clerk
COMM/SS/O

COUNTY OF CLAY

AGREEMENT FOR DISPOSAL OF WASTE, DIRT, SOIL, SEDIMENT or BRUSH ON LANDOWNER'S PROPERTY

WHEREAS, the County of Clay and Ken Sto-H (hereinafter referred to
as "Landowner") hereby desire to enter into an agreement for the disposal of waste dirt, soil, sediment or brush ("hereinafter referred to as dirt") on Landowner's property.
WHEREAS in consideration of the mutual covenants hereafter Landowner agrees to allow Clay County to dispose of dirt on their property. Clay County is entering into this agreement to save time and money to the tax payers of Clay County.
WHEREAS Landowner will be responsible for the removal of said dirt after it is abandoned by Clay County on Landowner's property.
WHEREAS in consideration for allowing Clay County to dispose of dirt on Landowner's property said dirt shall become the property of and responsibility of Landowner.
Clay County shall be responsible for any acts done, in relation to the disposal of said dirt, on Landowner's property and shall indemnify and hold Landowner harmless for any litigation arising out of acts taken on Landowner's property.
Disposal site located at Lowell Scott Rd. Trees
Disposal site located at Lowell Scott Rd. Trees Signed this 11 day of Feb, 2015
Clay County Commissioner, Precinct
ATTEST: Sasha Kelton, County Clerk Clay County Texas Landowner

COUNTY OF CLAY

AGREEMENT FOR DISPOSAL OF WASTE, DIRT, SOIL, SEDIMENT or BRUSH ON LANDOWNER'S PROPERTY

(hereinafter referred to WHEREAS, the County of Clay and as "Landowner") hereby desire to enter into an agreement for the disposal of waste dirt, soil, sediment or brush ("hereinafter referred to as dirt") on Landowner's property.

WHEREAS in consideration of the mutual covenants hereafter Landowner agrees to allow Clay County to dispose of dirt on their property. Clay County is entering into this agreement to save time and money to the tax payers of Clay County.

WHEREAS Landowner will be responsible for the removal of said dirt after it is abandoned by Clay County on Landowner's property.

WHEREAS in consideration for allowing Clay County to dispose of dirt on Landowner's property said dirt shall become the property of and responsibility of Landowner.

Clay County shall be responsible for any acts done, in relation to the disposal of said dirt, on Landowner's property and shall indemnify and hold Landowner harmless for any litigation arising out of acts taken on Disposal site located at 1548 Buttalo Spring 5 74 7622 8
Signed this 18 day or 164, 15

Clay County Commissioner, Precinct

GANLES DNOPMANC

ATTEST: Sasha Kelton, County Clerk

IN THECOMMISSIONERS COURT OF CLAY COUNTY, TEXAS

STANDING ORDER FOR DISPOSAL OF WASTE DIRT, SOIL, SEDIMENT OR BRUSH REMOVED FROM COUNTY ROAD RIGHT-OF-WAY

WHEREAS, the County of Clay and Octo Minimum (hereinafter referred to as the "Landowner") hereby desire to enter into an agreement of waste dirt, soil, sediment or brush (hereinafter referred to as "waste material" generated by routine road maintenance of county right of way adjacent to the Landowner's property, located in Clay County, Texas.

WHEREAS, the term "waste material is defined by 263.151 of the Local Government Code as being distinguished from "Salvage property", which means personal property, other than items *routinely discarded as waste*, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

WHEREAS, the County generally has no use of waste dirt, soil, sediment or brush removed from county road right-of-ways after routine road maintenance operations, and would be otherwise required to incur the expense of hauling and disposing of this waste material.

WHEREAS, on occasion, the Landowner adjacent to the county road requests that the county deposit waste dirt, soil, sediment, or brush removed from County Road right-of-ways upon their land for use in fill, soil conservation, or other uses private to the Landowner.

WHEREAS, the Commissioners' Court, pursuant to 251.003 of the Texas Transportation Code, has general authority regarding the maintenance of county roads, and

WHEREAS, the savings to the county in permitting the disposition of waste dirt, soil, sediment or brush without the expense and labor incurred in hauling such materials away from the site of origin,

IT IS ORDERED, ADJUDGED AND DECREED that disposition of such waste material may be accomplished by way of this Standing Order, on the following terms and conditions, to be reflected in a subsequent ratification Order by the Commissioners' Court:

1. The Landowner gives a written consent to the deposit of waste materials generated from the County Road right-of-way adjacent to the Landowner's property upon the

- Landowners property, in such a location as will prevent the obstruction of the County Road right-of way.
- 2. Once deposited upon the Landowners in a suitable location, the Landowner assumes all responsibility for further disposition, relocation, or use of the waste material.
- 3. The Landowner consists to the limited entry upon lands owned by the Landowner by county equipment and personnel for the limited purpose of hauling and depositing waste material in a suitable location upon the lands of the Landowner.
- 4. The Landowner releases Clay County of any claims arising out of this agreement, and the County hereby retains all immunities afforded by law, including waiver of any limited waiver of immunity provided by the Texas Tort Claims Act for acts of negligence.
- 5. This Standing Order will be applied as appropriate by the Commissioner in each precinct or County employee acting at the express direction of the Commissioner, and shall be ratified by receipt of written consent form to be filed at the first subsequent meeting of the Commissioners' Court.

County Judge, Clay County

lemeth Lygitt

Levely Chroate
Commissioner, Precinct 1

Commissioner, Precinct 3

Commissioner, Precinct 4

Rulan S. Ken

Attest:

County Clerk, Clay Coxnty

Doy Vien

COUNTY OF CLAY

AGREEMENT FOR DISPOSAL OF WASTE, DIRT, SOIL, SEDIMENT or BRUSH ON LANDOWNER'S PROPERTY

WHEREAS, the County of Clay and C; ty of Bellevee (hereinafter referred to as "Landowner") hereby desire to enter into an agreement for the disposal of waste dirt, soil, sediment or brush ("hereinafter referred to as dirt") on Landowner's property.
WHEREAS in consideration of the mutual covenants hereafter Landowner agrees to allow Clay County to dispose of dirt on their property. Clay County is entering into this agreement to save time and money to the tax payers of Clay County.
WHEREAS Landowner will be responsible for the removal of said dirt after it is abandoned by Clay County on Landowner's property.
WHEREAS in consideration for allowing Clay County to dispose of dirt on Landowner's property said dirt shall become the property of and responsibility of Landowner.
Clay County shall be responsible for any acts done, in relation to the disposal of said dirt, on Landowner's property and shall indemnify and hold Landowner harmless for any litigation arising out of acts taken on Landowner's property.
Disposal site located at Coiner of 4th & Flanklin
Signed this 19 day of Feb., 2015.
Clay County Commissioner, Precinct 4
ATTEST: Sasha Kelton, County Clerk Clay County, Texas COMM/SS Landowner