



**HUDSPETH COUNTY, TEXAS
PRIVATE PROPERTY ROAD WORK CONTRACT
REQUEST OF LANDOWNER – PRECINCT _____**

FOR YEAR – October 1, 2025 to September 30, 2026

LANDOWNER: _____

Billing Address: _____

In compliance with the **Texas Constitution Article 3 Section 52f**, I hereby make the request in writing to the Commissioners Court of Hudspeth County, Texas, for the use of county machinery and equipment to be operated by employees of Hudspeth County to **maintain or construct private roads** upon the following described land:

***The compensation for said equipment shall include a charge for travel time to the worksite.
Price includes operator:***

**** Minimum of 1 Hour**

**** Hourly Rate of \$187.43 plus Landfill Fees**

CONTRACT

WHEREAS, the above-named landowner, or their agent, executed a written request to maintain or construct a private road to which said request is now incorporated herein as part of this written contract:

AND WHEREAS, in the public service of assisting private landowners with the construction and maintenance of roads on private land. In doing that, the Hudspeth County Commissioners Court shall now consider the use of machinery and equipment for said work. The compensation for such work shall be based on the above uniform basis. The compensation for said equipment has been considered equitable and proper by the Hudspeth County Commissioners Court.

FURTHERMORE, the undersigned hereby agrees to pay the amount billed by the Hudspeth County Commissioners Court for said work within 30 days of completion of said work, and further agrees to pay interest on said amount of 1.5% compounded monthly for any such late payment. In the event the amount is not paid within 30 days of completion of said work, then it is agreed and understood that the Hudspeth County Commissioners Court will not do any work of any kind involving Hudspeth County machinery and/or equipment upon land owned by or rented by the landowner, or their agent, whose name is signed below, until such bill is paid in full. The undersigned landowner, or their agent, further agrees to protect Hudspeth County and hold Hudspeth County harmless against any and all acts of its employees, agents, or representatives for any damages which may be caused upon said premises/property by the use of any machinery or equipment owned/operated by Hudspeth County. It is further understood and agreed that Hudspeth County will not repair, replace, or be responsible for damaged underground lines of any kind located on said land, which may be broken or damaged by said Hudspeth County machinery or equipment.

Dated this _____ day of _____, _____

Landowner's/Agent's signature: _____

County Commissioner's Signature: _____

County Judge's Signature: _____