

Permit Number _____

**APPLICATION FOR PERMIT
TO LAY OIL-GAS-SALT WATER LINE
IN WILSON COUNTY ROAD RIGHT-OF-WAY**

COMES NOW _____ (company name)
(hereafter "Company"), a _____ (state) _____, (type –
corporation, partnership, sole proprietorship, etc.) with the right to transact business in Texas,
acting by and through its duly authorized representative, and hereby petitions Wilson County
(hereafter "County") for the right to lay an Oil-Gas Line OR Salt Water Line (strike one)
(henceforth "the line")¹ over a County Road and right of way, as shown on the plat attached
hereto, in the following manner: (insert description of line):

Across the following County Road² _____

We propose to begin our operations on or about _____ (mm/dd/yyyy) and complete
our installation by _____ (mm/dd/yyyy) (end date may not be more than 60 days
after the beginning date).

Company agrees that:

- 1) To induce the County to grant the requested permit, Company agrees, and stipulates as follows:
 - a. That it is expressly understood that Wilson County does not grant any right, claim, title, or easement in or upon the County Road right of way.
 - b. That it is expressly understood that Wilson County does not claim, warrant or guaranty that it has any title, or interest, in the County Road right of way, beyond a road right of way. Company should contact the owner of any other interest in the County Road right of way for permission to install the line, if such owner's permission is legally required.

¹ Each line requires a separate permit. If a single well requires more than one type of line, they must be separately permitted.

² Each crossing of a County Road right of way requires a separate permit.

- c. The line shall, unless a variance is approved by the County, cross the County Road right of way at a 90 degree angle.
- d. The line shall not be laid or maintained by the Company in such manner as to interfere with the use, construction, maintenance or repair of roads, or utilities, and in the event it shall develop, that the line, hereafter to be laid by the Company, in the opinion of the County, in any manner interferes with the construction, maintenance or repair of any existing road, or utility, because of the depth at which the same has been laid, or for any other reason, the Company, upon request of the Commissioners Court, so to do, shall promptly change or alter, at Company's sole expense, the line, in such manner that the same will no longer interfere with such construction, maintenance or repair.
- e. Company will not maintain any pump, switch, storage facility, or anything else, except the above described line, in the County Road right of way.
- f. Company further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing (except for emergency repairs) the line, unless it shall have first submitted to the Commissioners Court, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.
- g. Wilson County may require Company to relocate, or to permanently or temporarily remove the line when deemed necessary, for any reason, by Wilson County, by giving 60 days notice.
- h. Company further agrees that the line shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend the full width of the County Road right of way; and that the line under such the County Road right of way shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Company may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by

the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of the County would be served thereby.

- i. The uppermost portion of the line, or its casing, shall be, when installed, at least ten feet below the crown of the road surface.
- j. The uppermost portion of the line, or its casing, shall be, when installed, at least seven feet beneath the lowest portion of the County Road right of way.
- k. Company shall provide the County with as-built plans of all portions of the line located within the County Road right of way, and maps showing such line within ninety (90) calendar days following the completion of such line. Company shall supply the textual documentation of such as-built plans and maps in PDF format, or such other and/or additional computer formats, as directed by the County.
- l. Company shall, at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.
- m. In addition, Company shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.
- n. Company shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

- o. Company further agrees that whenever it shall in any manner damage any County Road, or right of way, or other structure, by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Company further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Company will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Company and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Company, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Company.
- p. Where necessary, Company agrees to remove, and dispose of, at its own expense, brush, debris and other impediments to so placing the line.
- q. During construction, and any maintenance operations, adequate signs, barricades, flares, flagmen, etc., shall be maintained as necessary to protect the traveling public. Company shall comply with the Texas Manual of Uniform Traffic Control Devices.
- r. Company must not interfere with the free and safe flow of traffic, along the County Road right of way, or to and from driveways.
- s. When operations are immediately adjacent to the County Road right-of-way, all equipment should be parked and/or operating on one side of the roadway only.

- t. Operations will be postponed when the ground conditions are such that operations within the right-of-way would, in the opinion of the County Commissioner, cause extensive rutting and/or tracking of mud onto the roadway surface.
- u. County does not grant any right to interfere with the estate of the landowner, if the County has only an easement, or other title less than full title.
- v. Company agrees to indemnify and hold County harmless from any personal injury, property damage, subservient estate, mineral estate related claims, or other tort claims, against County, its officers, agents or employees, that result from Company's operations under this permit, or the County's action is granting this permit, **EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING, THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF COMPANY IS, IN THE OPINION OF THE COUNTY COMMISSIONER, OR THE COUNTY COMMISSIONER'S DESIGNEE, IN VIOLATION OF THIS PERMIT, OR IF COMPANY HAS NOT COMPLIED WITH A STOP WORK ORDER, OR NOTICE TO REMOVE, OR RELOCATE, THE LINE, OR OTHER OBJECTS PLACED IN THE COUNTY ROAD RIGHT OF WAY.**
- w. Company agrees to release the County, its officers, agents and employees, any utility, or the officers, agents and employees of such utility, and any emergency services organization, or emergency services personnel, operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations, road maintenance operations, or utility installation, removal or maintenance operations.
- x. Company agrees to indemnify and hold the County, its officers, agents and employees, harmless from any personal injury, or property damages, suffered by the County, its officers, agents or employees, that result from Company's operations under this permit, or the County's action is granting this permit, **EVEN IF SUCH INJURIES OR DAMAGES RESULT IN WHOLE OR PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING, THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS,**

OR IF COMPANY IS, IN THE OPINION OF THE COUNTY COMMISSIONER, OR THE COUNTY COMMISSIONER'S DESIGNEE, IN VIOLATION OF THIS PERMIT, OR IF COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE, OR RELOCATE, THE LINE, OR OTHER OBJECTS PLACED IN THE COUNTY ROAD RIGHT OF WAY.

- y. Company will promptly and fully reimburse the injured party for any damage to utility lines, utility property, or other real or personal property, or personal injury, arising out of the installation, use or removal of the line.
- z. Company will submit with this application a current Certificate of Insurance in the amount of not less than \$1,000,000 and a certificate of Workers Compensation insurance. Company will insure, and shall demonstrate to the County, that such insurance remains in full force and effect, while any operations, including the use of the line, continue under the permit.
- aa. The permit, if granted, will give Company permission to conduct allowed operations within County Road right of way only, and does not authorize Company to conduct any operations on other property.
- bb. Company shall arrange an onsite inspection of the proposed route of the line, by the County Commissioner(s), before approval may be granted.
- cc. Company shall notify the County Commissioner(s) at least 48 hours before any operations begin under this permit.
- dd. Posting of Permit. A copy of the permit, including the full Application, shall be posted, in a rain proof form, at the jobsite, before any work is begun, and shall remain posted until after all operation have been completed.
- ee. Education about Permit: Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.
- ff. Issuing Stop Work Order. If, at any time the County Commissioner, or the designee of the County Commissioner, believes that Company is in violation of the terms of the permit, he may issue a Stop Work Order. A Stop Work Order shall be in writing, shall include the date, and time, it was issued, shall describe generally the violation, and shall include the name, and telephone number, of the County Official who is empowered to release it. The Stop Work Order shall be either delivered personally to the Company representative at the job site, or to any employee, or agent, of the Company, or any contractor, or subcontractor, present

at the job site. If no one is present, or will accept the Stop Work Order, a copy of it shall be affixed to the posted permit, and if the permit is not posted, affixed somewhere in the vicinity of the job site.

- gg. Effect of Stop Work Order. No work, except emergency operations designed to protect human life, or property, shall take place under the permit, until the Stop Work Order is released.
 - hh. Release of Stop Work Order. When the Company has presented a satisfactory plan to the County Commissioner, or his designee, to remediate the violation, both the Company, and the County Commissioner, or his designee, shall sign a Release of Stop Work Order that allows operations to resume under the permit.
 - ii. The provisions about Stop Work Orders, and Release of Stop Work Orders, do not in any way impair the County's right to take any action under any other section of the permit.
 - jj. Revocation of Permit. The County may, by placing it as an agenda item on any regular, or special, meeting, of the Commissioners Court, revoke the permit.
 - kk. "Company" includes the Company, and all officers, agents, employees, contractors and sub-contractors, and its heirs, assigns and successors.
- 2) On the attached plats (two copies for each County Commissioner's Precinct in which Company seeks a permit), Company has:
- a. Provided plans and specifications for the proposed crossing.
 - b. Identified, by GPS coordinates, where the proposed line enters, and exits, the County Road right of way.
 - c. Identified by lease name, Texas Rail Road Commission number, and API number, the well to be connected to the line.
- 3) The application fee is \$1,000.00. If Company has installed any portion of the proposed line on a County Road right of way without an approved permit, the application fee is \$6,000.00.
- 4) Permit application, supporting documentation and fee is to be submitted to the Wilson County Emergency Management Office located at Courthouse Annex II, 800 10th St., Bldg. B, Floresville, Texas 78114. Incomplete applications will not be accepted.

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CONTACT PERSON FOR PERMIT APPLICATION

Questions regarding the Oil-Gas/Salt Water Line Application should be addressed to:

Print or type name

Office Telephone

Title

Office Fax

Cell Phone

Address

City, State, Zip

Email Address

PRIMARY 24 HOUR CONTACT PERSON(S) FOR EMERGENCIES

During the period of operation under the permit, Wilson County may contact this agent of Company at any time:

Print or type name

Office Telephone

Title

Office Fax

Cell Phone

Address

City, State, Zip

Email Address

Permit Number _____

SECONDARY 24 HOUR CONTACT PERSON(S) FOR EMERGENCIES

During the period of operation under the permit, Wilson County may contact this agent of Company at any time the primary contact cannot be reached:

Print or type name

Office Telephone

Title

Office Fax

Cell Phone

Address

City, State, Zip

Email Address

SUBMITTED this the _____ day of _____, 20_____

SWORN TO, AND SUBSCRIBED, AND ALL TERMS AND CONDITIONS AGREED TO:

Company Name

Signature of Agent

Print or type name

Office Telephone

Title

Office Fax

Address

Cell Phone

City, State, Zip

Email Address

Permit Number _____

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, the undersigned authority on this day personally appeared _____
_____ (Name), _____ (Title) known to me
to be the person and officer who is subscribed to the foregoing instrument and acknowledge to
me that the same was the act of _____ (Company)
of _____ (City and State) for the purposes and consideration
therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20_____.

Notary Public Signature

Print or type name

COMMISSIONERS REVIEW

I have reviewed the foregoing Application, and I:

- Recommend it for approval.
- Do not recommend it for approval, because _____

_____.

County Commissioner, Pct. _____

Permit Number _____

OIL-GAS/SALT WATER LINE APPROVAL/DISAPPROVAL

On _____, 20_____, the above application for Permit to an Oil-Gas/Salt Water Line was considered by the Commissioners Court. The Court:

- Does not approve it. Company may not conduct the operations described in the permit application, or any other unpermitted laying of the line, on County Road right of ways.
- Approves it. Company may conduct the operations described in the permit application, subject to the rules and conditions in the permit application.

Henry L Whitman, Jr., County Judge

Attest:

Genevieve Martinez, County Clerk