

PERMIT # _____

PRECINCT # _____

**PERMIT FOR LAYING OF PIPELINES WITHIN COUNTY
RIGHT-OF-WAY UPON CERTAIN COUNTY ROADS**

KNOW ALL MEN BY THESE PRESENTS:

On the _____ day of _____, 2_____ JOHNSON COUNTY does hereby permit _____, hereinafter identified as COMPANY, to lay or place **temporary pipelines**, for the purpose of transporting FRESH WATER for use in exploration and operations of oil well or gas well drilling equipment along the specified areas of rights-of-way adjacent to certain roadways of JOHNSON COUNTY. Such laying or maintaining of pipelines and associated activities is hereinafter identified as pipeline operations. Said roads or roadways are shown or described in **EXHIBIT "A"** which is attached hereto and incorporated herein for all purposes.

DESCRIPTION OF WORK TO BE PERFORMED: _____

_____.

COMPANY is liable for all duties to JOHNSON COUNTY expressed below.

This permit granted to COMPANY is valid from _____, 2_____ until _____ (a period of not more than 8 months).

As a condition precedent to JOHNSON COUNTY granting this permit, COMPANY agrees to the terms and conditions set forth below.

Inspection

COMPANY assumes the duty to inspect for preexisting damage on or along the roadways in JOHNSON COUNTY on which it will be conducting pipeline operations prior to initiating actual operations.

Prior to initiating any pipeline operations, or other activities, COMPANY shall make a detailed inspection of the roadway, culverts, bridges, and appurtenances thereto, and note any such structures which are, or appear to be, damaged and describe the damage thereto. Prior to COMPANY initiating pipeline operations, a detailed report of such inspection shall be delivered to the JOHNSON COUNTY PUBLIC WORKS DEPARTMENT.

Damages

COMPANY hereby agrees to compensate JOHNSON COUNTY for all damages or losses accruing to JOHNSON COUNTY as a result of damages caused to any real or personal property of JOHNSON COUNTY, including but not limited to roadways, culverts, fences, bridges, or other structures, which result directly, or indirectly from COMPANY'S operations upon the roads or roadways of JOHNSON COUNTY.

Indemnity

COMPANY hereby agrees to indemnify, release, and hold harmless JOHNSON COUNTY from all claims, suits, penalties, damages, or losses whatsoever asserted against JOHNSON COUNTY or its officials, officers, or employees arising from COMPANY conducting pipeline operations or other activities within the scope of this permit and the cost incurred by JOHNSON COUNTY as result of the defense against such claims, suits, penalties, damages or losses.

COMPANY'S duty to indemnify, release, and hold harmless JOHNSON COUNTY includes but is not limited to claims, suits, penalties, damages or losses arising from COMPANY'S acts or actions, or COMPANY'S agents or employees acts or actions.

JOHNSON COUNTY is not liable to any employee, subcontractor, assignee or any other person and or entity based upon any claim arising or alleged to arise from any harm or damage that may occur before, during or after the pipeline operations by COMPANY on the roadways of JOHNSON COUNTY as a result of the pipeline operations or incidental to the pipeline operations.

Pipelines Crossing Roads

COMPANY specifically agrees that in such circumstance as it is necessary for a pipeline to cross on the surface of a road, company must ensure and does ensure JOHNSON COUNTY, its officials and employees and the public, that a dangerous or hazardous condition will not be created. COMPANY specifically agrees to insure, indemnify and hold harmless JOHNSON COUNTY, its officials and employees and the public from any and all claims, damages or liability for any claims, damages or injuries caused or alleged to be caused by the laying of a pipeline in any form across the surface of a County Road.

No Authority

JOHNSON COUNTY does not authorize or purport to have any authority to authorize pipeline operations on lands under or adjoining the roads in JOHNSON COUNTY which are not owned in fee simple by JOHNSON COUNTY. COMPANY MUST OBTAIN AN EASEMENT, LEASE OR OTHER PROPERTY RIGHT FROM THE PERSON WHO OWNS THE PROPERTY UPON WHICH COMPANY SEEKS TO CONDUCT PIPELINE OPERATIONS. This permit is not a substitute for such right to lay a pipeline upon the property. This permit is only for the operation of pipelines along the roadways of JOHNSON COUNTY. Any actions on the part of COMPANY which creates any liability or affects the rights of the holders of any property and or mineral interests shall be solely the responsibility of COMPANY.

Cancellation of Permit

JOHNSON COUNTY hereby expressly reserves the right to revoke or cancel this permit. COMPANY hereby agrees to immediately cease pipeline operations and exploration and remove its employees, agents, pipelines, and equipment promptly upon notice of the cancellation or revocation of the permit by certified mail or hand delivery to any COMPANY officer or supervisor.

Safety Provisions

No activity shall be conducted in any area that may result in any damage to the pavement or shoulder or other portions of the county road facility.

All pipelines must be arranged so that they do not create a hazardous condition. All pipelines must be securely anchored.

Adequate signs, barricades, flares, flagmen, and safety devices shall be maintained by COMPANY during installation of pipelines.

COMPANY shall take reasonable steps to insure the safety of all persons that may be traveling along roads in JOHNSON COUNTY where it is conducting pipeline operations.

COMPANY shall not unreasonably impede traffic on the roads that it will occupy for pipeline operation purposes.

All equipment shall be parked and/or operated on one side of the roadway only.

The activity shall be stopped when the ground conditions are such that operations within the right-of-way would cause extensive rutting and/or tracking of mud onto the roadway surface, or would damage the drainage ways, or damage the roadways.

COMPANY shall restore the right-of-way to its original condition, free of damage, including repair of ruts or any other structural or environmental damage caused by the activity.

Any costs incurred by JOHNSON COUNTY for the replacement of signs, delineators or other road or traffic features, or for the removal of debris, or for any other necessary restoration work performed by the County to place the right-of-way into a condition equal to the condition of the right-of-way prior to the COMPANY's activity will be responsibility of COMPANY.

COMPANY agrees that no pipeline shall remain across a County Road EXCEPT DURING DAYLIGHT HOURS.

COMPANY shall post a flagman on sight to warn oncoming traffic on EACH SIDE of any pipeline crossing a County Road.

COMPANY shall post warning signs in written and graphic form sufficient to warn motorists of the pipeline crossing the road.

COMPANY also accepts full responsibility for any damage to any utility caused by the pipeline operations.

Additionally, COMPANY shall provide all reasonable safety personnel and take other reasonable precautions in the event that it is reasonably necessary to temporarily impede traffic.

Venue

In the event of a dispute concerning any aspect of this permit or any claim or dispute arising pursuant to this permit or an act or condition addressed herein, both COMPANY and JOHNSON COUNTY agree that venue for all court proceedings shall be in JOHNSON COUNTY, TEXAS.

This permit does NOT create a property right or interest in COMPANY.

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Interpreting This Permit

Neither COMPANY nor JOHNSON COUNTY has made any additional oral promises, representations, or agreements not memorialized in this permit.

PERMIT MUST BE APPROVED BY PUBLIC WORKS DIRECTOR AND THE COUNTY COMMISSIONER OF THE PRECINCT OR PRECINCTS IN WHICH THE PIPELINES WILL BE LAID.

For JOHNSON COUNTY:

Don Burns
Director, Johnson County Public Works
Johnson County Courthouse Annex
1 North Main Street, Suite 305
Cleburne, Texas 76031

Date: _____

COUNTY COMMISSIONER

Date: _____

Precinct _____

For COMPANY:

Signature

Date: _____

Printed Name - Authorized Agent of

24 Hour Emergency Phone # Required

(Company Name)

(Company Address)

(Phone #) _____ (Fax #)

(Construction Co. Name if other than above)

(Construction Co. Phone # & Representative)



Johnson County Public Works
Don Burns / Director of Public Works
 1 North Main St., Ste 305
 Cleburne, Texas 76031
 Office: 817-556-6380 Fax: 817-556-6129

**TEMPORARY WATER LINES
 ON COUNTY RIGHT-OF-WAY**

PERMISSION

In most cases, the property between the pavement of a county road and the fence line belongs to the adjoining landowner, although it will occasionally belong to Johnson County. It is the responsibility of the Permittee to obtain permission of each landowner to allow the lines to be placed. If the County receives complaints that lines were laid without permission, an effort will be made to assist the Permittee and landowner to reach an agreement. If this is not possible, the permit may be cancelled and the lines removed at the owner's expense.

VISIBILITY

To aid in visibility of the lines, the Permittee is responsible for mowing the easement where the water line is to be laid. Special attention should be taken around culverts, ditches, etc. to keep the lines visible. The grass and brush should remain cut throughout the period of the permit.

LOCATION

The lines should be attached to a fence line, trees, staked into position, or secured in some manner so as to not allow migration into the roadway. The lines should be kept as far away from the roadway as possible, but should never be within five feet (5') of the roadway.

CULVERTS

Prior to installing lines through existing culverts, the culvert shall be cleared of all debris for its entire length and each end shaped into the original round or oval shape. At no time will water lines block more than 30% of a culvert's water flow (see chart below).

EMERGENCY INFORMATION

Prior to a permit being issued, the Permittee will provide at least one contact name and phone number that can provide 24 hour response to any emergency or issue involving the installed lines. Failure to respond to any emergency or issue may result in the cancellation of the permit and removal of the lines at the owner's expense.

DURATION

Each permit will identify the ending date for the permit. Any lines still remaining after the permit expires will be considered abandoned and may be removed at the owner's expense.

Percentage of Culvert Blockage with Single Water Line

CULVERT SIZES:	16"	18"	20"	22"	24"
3 1/2" O.D. Blk Plastic	4.8 %	3.8 %	3.1 %	2.5 %	2.1 %
10" O.D. Aluminum	39 %	30 %	25 %	20 %	17 %