

## **Right – of – Way Application Information**

Please include a map clearly marking the Right-Of-Way area with each permit. We will use what you send to determine which precinct your Right-Of-Way is in. Please email to [roadbores@johnsoncountytexas.org](mailto:roadbores@johnsoncountytexas.org). We will respond and let you know it is received.

On the front page “description of work” block, please fully describe the work you want to perform and include a 24 hour contact phone number on page 6.

When approved, we will fax or email you the approved permit unless you instruct us otherwise. Please add those instructions to the bottom of the signature page 6.

**PRECINCT 1 - RICK BAILEY - 817-202-4101**

*Office: 3400 FM 1434, Cleburne*

**PRECINCT 2 - KENNY HOWELL - 817-297-1926**

*Office: 3425 CR 920, Crowley*

**PRECINCT 3 – MIKE WHITE - 817-790-5333**

*Office: 10420 E. FM 917, Alvarado*

**PRECINCT 4 – LARRY WOOLLEY – 817-558-9400**

*Office: 4300 E. FM 4, Cleburne*

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 construction 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 \_\_\_\_\_, 2\_\_\_\_ (a period of not more than 12 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 pre-existing 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.

PERMIT # \_\_\_\_\_

### 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:

\_\_\_\_\_  
Director, Johnson County Public Works  
Johnson County Courthouse Annex  
2 North Mill Street, Suite 304  
Cleburne, Texas 76033

Date: \_\_\_\_\_

COUNTY COMMISSIONER – PRECINCT \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

For COMPANY:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name - Authorized Agent of

\_\_\_\_\_  
**24 Hr Emergency Phone # - Required**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Phone #) \_\_\_\_\_ (Fax #)

\_\_\_\_\_  
(Construction Co. Name if other than above)

\_\_\_\_\_  
(Construction Co. Phone # & Representative)