

THE STATE OF TEXAS

§

APPLICATION FOR PERMIT

COUNTY OF TAYLOR

§

FOR RIGHT-OF-WAY USE

THE COMMISSIONERS COURT OF TAYLOR COUNTY, TEXAS

ON THIS THE _____ day of _____ 20_____ the

Undersigned, _____(hereinafter referred to as "Company"), does hereby make application to use the hereinafter described lands, being part of the County Road Right-of-Way belonging to Taylor County, Texas (hereinafter referred to as "County"), for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas, other hydrocarbons or any liquid, or any other use of said lands and Right-of-Ways as hereinafter described and shown on a plat attached hereto and made a part hereof.

In consideration of the use of said lands and Rights-of-Ways, Company and its successors shall be responsible for maintaining and repairing any subsidence and damages resulting from its work for a term of ten (10) years from the date of this application. In consideration of County's granting Company permission to make use of the lands herein described for the purposes aforesaid, the Undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I

No main or line shall ever be laid or maintained by the Company in such a manner as to interfere with the construction, maintenance or repair of any State or County roads, and in the event it shall develop, that any main or line hereafter to be laid by the Company which in any manner interferes with the construction, maintenance or repair of any existing State or County road, because of the depth at which the same has been laid, or for any other reason, the Company, upon request of the County Precinct Commissioner or the Commissioners' Court, shall promptly change or alter, at Company's sole expense, such main or line, in such a manner that the same will no longer interfere with such construction, maintenance or repair.

II

It is understood that no main or line shall ever be laid by Company in such a way or manner as to interfere with traffic or as to interfere with any drainage now or hereafter to the affected on or along such road and that no main or line shall ever be laid or maintained by the Company in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

III

The Company further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the County Precinct Commissioner or the Commissioners' Court of Taylor County, plans, sections and such description of construction, laying maintenance or repair, as to fully describe the same.

IV

It is further understood and agreed that all lines crossing any county road shall be either jacked, bored or driven under the surfaced portion of the roadway, and the section of line placed through boring shall extend the full width of the surfacing ; and that all pipelines under said roads 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 the Texas Railroad Commission, and any other regulations promulgated by the Texas Railroad Commission, and provided further the Precinct 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 Taylor County would be served thereby. Said pipeline shall have at least forty-eight (48) inches of cover in the roadway ditches unless special permission to the contrary is obtained from the County Precinct Commissioner or the Commissioner's Court.

V

The Company further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Company, its agents, servants, employees and contractors may do or cause to be done in or on the premises.

VI

In consideration of the granting of the privilege hereby petitioned for, Company agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition the same was in before the damage took place. Company further especially agrees that whenever the County Precinct Commissioner or the Commissioner's Court shall notify the Company either verbally or 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 with the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the County Precinct Commissioner and/or 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 the action of the County Commissioner's Court, or its representative in making such restoration or repair shall be charged to and binding upon the Company and such Commissioners' Court's estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Company.

VII

It is further agreed that in the event the Company enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of the Company, now existing or hereafter to exist, in connection with any State road or highway, the Company shall comply with all conditions and requirements of the Texas State Highway Department (Texas Department of Transportation) or its authorized representative with reference to any matter pertaining to any such purpose.

VIII

The Company shall give the County Precinct Commissioner or the Commissioners' Court, with reference to a County Road, and the State Highway Department, with reference to a State Highway, twenty-four (24) hours' notice prior to the time of beginning of any work with reference to any such road or highway.

IX

It is further agreed the order of the County Precinct Commissioner or the Commissioners' Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto, their heirs, assigns, representatives, and successors according to the terms hereof.

X

It is further agreed that the Company by accepting the benefits and rights granted it by County by this agreement, acknowledges the individual executing this agreement has the authority to enter into this agreement and to bind the Company to the terms herein.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed on this the _____ day of _____, 20_____.

Company

By:_____

Agreed: County:

Phil Crowley, Taylor County Judge

ATTEST:

Brandi DeRemer, Taylor County Clerk

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS *

*

COUNTY OF TAYLOR *

BEFORE ME, on this day personally appeared _____,
Known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____,
a corporation, and that he/she has authority to execute such document and did execute the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public State of Texas

My commission expires: _____

UTILITIES

Road closures on Taylor County Roads due to repairs or maintenance on any utility is prohibited. Utilities shall cross county roads at the minimum depth of 3 feet or greater below ditch grade. If no ditch is present utility will be placed a minimum of 36" inches (3 ft.) to 5 feet below existing grade. Open cut ditches, or trenches, on county roads is prohibited. Notification to Taylor County Road & Bridge (325)674-1235 for utility maintenance, repairs or new construction on County roads will require a 24 hour notice. Utilities will be relocated in a 10 foot off set alignment in the event of bore failure. Damaged bore will be abandoned and left in the original location.

**APPLICATION FOR PERMIT TO CONSTRUCT DRIVEWAY FACILITIES
ON COUNTY ROAD RIGHT-OF-WAY**

NAME OF APPLICANT: _____

ADDRESS: _____

TELEPHONE: _____

NAME & TITLE OF PERSON MAKING APPLICATION: _____

EMERGENCY CONTACT NAME AND NUMBER: _____

COUNTY ROAD (S) INVOLVED: _____

DESCRIPTION OF INTENDED USE OF COUNTY ROAD RIGHT-OF-WAY:

PLEASE PLACE OR HAVE COPY OF PERMIT ON LOCATION. PLEASE MARK ALL WATER LINES ONSITE PER PERMIT PROJECT BY COMPANY NAME OR AS OTHERWISE SPECIFIED BY TAYLOR COUNTY COMMISSIONER (AND/OR PERMIT LIASON).

ROAD CLOSURES ON TAYLOR COUNTY ROADS DUE TO REPAIRS OR MAINTENANCE ON ANY UTILITY IS PROHIBITED. UTILITIES SHALL CROSS COUNTY ROADS AT A MINIMUM DEPTH 3 TO 5 FEET OR GREATER BELOW DITCH GRADE. IF NO DITCH IS PRESENT, UTILITY WILL BE PLACED 5 FEET BELOW EXISTING GRADE. OPEN CUT DITCHES OR TRENCHES ON COUNTY ROADS IS PROHIBITED. NOTIFICATION TO TAYLOR COUNTY ROAD & BRIDGE (325)674-1235 FOR UTILITY MAINTENANCE, REPAIRS, OR NEW CONSTRUCTION ON COUNTY ROADS WILL REQUIRE 24 HOUR ADVANCE NOTICE. UTILITIES WILL BE RELOCATED IN A 10 FOOT OFF SET ALIGNMENT IN THE EVENT OF BORE FAILURE. DAMAGED BORE WILL BE ABANDONED AND LEFT IN THE ORIGINAL LOCATION.

BY THIS GRANTING OF PERMIT, THE COUNTY DOES NOT ASSUME ANY RESPONSIBILITY FOR AND IS NOT RESPONSIBLE FOR ANY DAMAGE (S) FROM ANY SOURCE THAT MIGHT OCCUR TO MATERIAL AND/OR OBJECTS PLACED ON COUNTY RIGHT-OF-WAY.

APPLICANT'S SIGNATURE

PLEASE RETURN THE COMPLETED APPLICATION TO:

TAYLOR COUNTY ROAD AND BRIDGE

400 OAK STREET, SUITE 300, ABILENE, TX 79602

OR

tamra.lewis@taylorcounty.texas.gov

chairyl.clark@taylorcounty.texas.gov

APPLICATION FOR COMMUNICATIONS TOWER IN TAYLOR COUNTY

Application Date: _____

(Company Name) on Contract: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

E-Mail: _____

Telephone #: _____ Cell #: _____

Effective Date of Construction & Completion of Tower: _____

TOWER LONGITUDE/LATTITUDE: _____ TOWER HEIGHT: _____

Site Location/Address: County, Block : _____

Entrance Driveway to Tower Site will require proper drainage in the County ROW and must be approved by the Commissioner in which site is located.

Entrance, Location and Height approved by Taylor County Commissioner

YES

NO

Company Field Rep Name: _____ Date: _____

Attach the following electronic survey files to this application form:

1. Google Earth Map of Tower location and roads crossed showing longitude and latitude
2. PDF plat of tower height and height and easements of guy wires in conjunction to land dimensions. On easement plats, provide centerline description. **DO NOT** define easement width or place the work "Permanent" on the plat. On commercial lease plats, provide metes & bounds description.

****DO NOT REFERENCE EASEMENT WIDTH ON SURVEY PLAT****

If the Application need to be mailed to a different address than listed above please indicate below:

Company Name: _____

Contact Name: _____ Contact #: _____

Address: _____ Email: _____