

THE STATE OF TEXAS §

COUNTY OF LEE §

**APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT**

(As Approved on June 23, 2014 by the Lee County Commissioners Court and as amended on November 23, 2020)

TO: THE COMMISSIONERS COURT OF LEE

COUNTY TEXAS LADIES AND GENTLEMEN:

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the undersigned \_\_\_\_\_, hereinafter, "Company" or "Applicant", does hereby make application to Lee County, Texas, for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of water, sewer, natural gas, oil and/or other hydrocarbons across and under a public road of Lee County, Texas over which the Lee County Commissioners Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application being approved by Lee County Commissioners Court and the further consideration of: (1) payment of a \$20.00 fee per foot or any part thereof for any part of a crossing exceeding fifty (50) feet; and (2) \$20.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application. The Commissioners Court may waive any or all fees for any applicants that are non-profit corporations or entities. Requests for fee waivers must be in writing and made a part of any Road Crossing Permit Application.

In consideration of the County's granting permission to make use of the public county road lands above 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.**

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Lee County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any

right, claim, title, or easement in, to, under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations and modifications to said pipeline, main or line which is the subject of this Application, as Lee County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Lee County.

## II.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

## III.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Lee County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

## IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct, at his or her discretion, in which is located the road crossing which is the subject of this Application, or the Commissioner's representative, may be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

## V.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such 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, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances 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, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioner Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Lee County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line, all as depicted in the illustrative drawing attached hereto and marked "Drawing 1", and incorporated herein.

## VI.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) or exemption certificate for the crossing described in this Application, from the Lee County Office of Floodplain Administration concerning the Lee County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install, and lay the pipeline at the crossing described in this Application.

## VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place

all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Lee County, Texas against any and all liability that Lee County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public 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. Applicant further especially agrees that whenever the Lee County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant 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 Applicant's 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 Applicant, and that the action of the Lee County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, 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 Applicant, and Applicant shall pay the cost incurred by Lee County in making and/or completing the restoration or repairs.

#### XL

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter

pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Lee County Commissioners Court granting and approving 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 and shall be binding upon the Applicant, its heirs, assigns, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners Court Records of Lee County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing Permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

XIV.

Any variance from the rules and requirements set forth herein must be approved by the Lee County Commissioners Court. Variance requests must be in writing and made part of any Road Crossing Permit Application.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Company (Applicant)

By: \_\_\_\_\_

Title \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF LEE

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 aforesaid \_\_\_\_\_ a corporation, and that he/she executed 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 in and for \_\_\_\_\_ County, Texas  
Commission expires: \_\_\_\_\_

ACTION OF THE LEE COUNTY COMMISSIONERS COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Lee County Commissioners Court on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Variance request GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

\$ \_\_\_\_\_ of required fees waived

\_\_\_\_\_  
Paul E. Fischer  
Lee County Judge

ATTEST:

\_\_\_\_\_  
Lee County Clerk and  
Clerk of the Commissioners Court