

**PRIVATE IMPROVEMENT IN PUBLIC ROAD RIGHT-OF-WAY (PIPROW)
PERMIT AUTHORIZING
CONSTRUCTION WITHIN A GILLESPIE COUNTY ROADWAY
BY AN ENTITY RECOGNIZED BY STATE LAW AS
A PUBLIC UTILITY, COMMON CARRIER OR GAS CORPORATION**

Subject to the agreements, stipulations, and information provided in the Application, be it known that _____, as Applicant, and its Contractor: _____ is hereby Permitted and Given permission to enter upon and engage in the following construction project:

APPLICATION FOR PERMIT AND AGREEMENT FOR RELEASE OF LIABILITY FOR EXCAVATION OR CONSTRUCTION WITHIN A GILLESPIE COUNTY MAINTAINED ROADWAY RIGHT-OF-WAY IN GILLESPIE COUNTY, TEXAS (the "APPLICATION").

This PERMIT is in all ways subject to the requirements and restrictions of the provisions of the Gillespie County Regulations and Procedures Authorizing Permits for Construction within the Public Road Right-of-Way of County Maintained Roads, and the Application presented to Gillespie County and attached hereto and incorporated herein.

This PERMIT requires the payment of a \$500.00 permit fee for each road to be affected by this permit as identified in the Application.

A receipt for such fee should be attached to the application.

The date of issuance of this permit is this ___ day of _____, 20__.

FOR COUNTY: _____
County Commissioner, Precinct #

FOR APPLICANT: _____

FOR CONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, on the ___ day of _____, 20__, appeared:

_____ [Name and address of the primary Applicant seeking the permit, hereinafter referred to as Applicant:]

And:

_____ [Name and address of company that is Contracted to do the work, hereinafter referred to as Contractor:]

Applicant has filed a complete application with Gillespie County for a permit to engage in activities related to the excavation, construction, or boring under one or more Gillespie County Maintained Road(s) and associated road Right-of-Way, such excavation, construction or boring as described below, (any and all of the foregoing activities hereinafter known as the Project) on the County Maintained Road(s) identified in the application.

[Description of the work on the Project: Incorporate additional sheets if necessary and attach as ADDENDUM A]

To induce Gillespie County to grant the requested permit, Applicant and its Contractor agrees and stipulates as follows:

1. Gillespie County, hereinafter the "County" as used herein includes Gillespie County, Texas, a political subdivision of the State of Texas, its employees, agents, officers, and officials.
2. Applicant as used herein includes Applicant named above, its officers, employees, Applicants, sub-Applicants, and its heirs and assigns, together with its Contractor, and its officers, employees, sub-contractors and its heirs and assigns, who are jointly and severally bound and obligated to the terms of this agreement.
3. Applicant, acting by and through its Contractor, will be performing excavation, construction, boring or other work as described above in Paragraph 1 and Addendum A, if attached.
4. Applicant and Contractor hereby acknowledges that excavation, construction, boring and related work is a dangerous activity. Applicant further acknowledges that such activities involve certain risks of serious injury or death.
5. Applicant shall provide all reasonable safety equipment and take other reasonable precautions during the Project. Gillespie County is not responsible for providing or obligated to provide any safety equipment or other equipment for Applicant's employees.
6. Gillespie County is not liable to Applicant, any assignee or any other person and or entity based upon any claim arising or alleged to arise from any injury, harm or damage that may occur to Applicant or otherwise as a result of the Applicant's activities for, in behalf of, or in relation to Gillespie County.
7. Applicant and Contractor hereby agree to release and hold harmless Gillespie County from all damages or losses accruing to Applicant or any other person, or to equipment belonging to Applicant or any other person, as a result of any injury incurred or caused by Applicant's construction activities pursuant to this Permit, or to damage to equipment or injuries or death of persons which result directly, or indirectly from Applicant's activities or participation in work or activities otherwise in, on, or about the roadway and property identified above.
8. Applicant and Contractor hereby agree to indemnify, release, and hold harmless Gillespie County from all claims, suits, penalties, damages, or losses whatsoever asserted against Gillespie County or its officials, officers, or employees arising from Applicant's activities or operations related to excavation, construction, boring, or other activities in any way whatsoever in, on, or about the roadway and property identified above, and the cost incurred by Gillespie County as result of the defense against such claims, suits, penalties, damages or losses.
9. Applicant and Contractor agree to indemnify, release, and hold harmless Gillespie County including but not limited to claims, suits, penalties, damages or losses arising from Applicant's acts, actions, or omissions and Gillespie County's agents or employees' acts, actions or omissions with respect to Applicant or the Project on or about the location described above except however, excluding Gillespie County's agents' or employees' sole negligence, gross negligence or intentional misconduct.

10. Applicant and Contractor hereby agrees to repair any damage to a county road, drainage device, drainage feature or any part of any county road or supporting device or associated device or feature for which Gillespie County has a right or a duty of maintenance or which is customarily maintained or managed by Gillespie County caused by Applicant or applicant's contractors, sub-contractors, agents, employees or representatives moving equipment or materials to or from the property identified above and any work on the Project. Should the Applicant fail to make such repair within 30 days or a lesser reasonable time after written notice from the Gillespie County Judge or any Gillespie County Commissioner, then Gillespie County may make such repairs as are reasonably necessary or appropriate and Applicant will pay Gillespie County for the cost of the repairs including but not limited to the costs of material, labor, use of equipment and any other reasonably associated cost.

11. Gillespie County does not authorize or purport to have any authority to authorize pipeline operations or any other work on lands in Gillespie County which are not owned in fee simple by Gillespie County. Any work necessary to the completion of the permitted construction that will be conducted on private property will require the Applicant to negotiate and obtain the consent of any private property owner affected by the permitted construction that may affect private property.

12. In the event of a dispute concerning any aspect of this Application and Permit or any claim or dispute arising pursuant to this Application and Permit or an act or condition addressed herein, Applicant agrees that venue for all court proceedings shall be in courts of competent jurisdiction applicable to Gillespie County, Texas.

13. Neither Applicant nor Gillespie County have made any additional oral promises, representations, or agreements not memorialized in this document or the documents attached hereto and incorporated herein for all purposes.

14. The undersigned states and represents that he has the legal capacity to apply for and to perform the obligations authorized by this Permit obligating the respective Applicant to the terms and provisions hereof and has knowingly and willingly executed this instrument after reading same.

15. Applicant by signing below states that it has and maintains in current form Liability Insurance Coverage in an Amount sufficient to protect Gillespie County from any foreseeable claim, in an amount to be determined by the County Commissioner/Engineer, issued by a company with an AM Best Rating of not less than A-, to protect the County and the Public from claims arising from the Project authorized by this Permit, and more fully described in the Application. Amount of Insurance coverage face amount: \$_____.

16. Applicant agrees and understands that Gillespie County is relying on the insurance described herein as evidence of Applicant's financial responsibility.

17. Applicant's contact information:
 - a. Name of Authorized Representative
 - b. Address of Authorized Representative:
 - c. Phone: Fax:
 - d. E-mail of Authorized Representative
 - e. In case of emergency - 24 Hour Phone:

18. Contractor's contact information:
 - f. Name of Construction Company:
 - g. Address of Construction Company:
 - h. Phone: Fax:
 - i. E-mail of Construction Company:
 - j. In case of emergency - 24 Hour Phone:

**APPLICANT MUST OBTAIN AN EASEMENT, LEASE, OR
OTHER PROPERTY RIGHT FROM ANY PROPERTY
OWNER AFFECTED BY THIS PERMIT**

This permit is not a substitute for an easement, lease or other property right to be obtained from a property owner whose property is crossed or directly affected by the excavation, construction or boring within the County road Right-of-Way authorized by this permit. This permit is only for the excavation, construction, or boring associated with the permitted construction within the county maintained public road right-of-way. Any actions on the part of Applicant which creates any liability or affects the rights of the holders of any real property shall be solely the responsibility of Applicant. Any county road that is maintained under any claim less than fee simple title, for example, prescriptive easement, implied easement, or adverse possession shall require the Applicant to obtain from the underlying property owner an easement, lease or other right to use the underlying landowner's property for the purposes of this permit.

IN WITNESS WHEREOF, the Applicant executes this Permit and agrees to the terms and conditions herein on the date stated below.

FOR APPLICANT: _____

SUBSCRIBED AND SWORN before me this ___ day of _____, 20___, to certify which witness my hand and seal.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:
PRINTED NAME:

FOR CONTRACTOR: _____

SUBSCRIBED AND SWORN before me this ___ day of _____, 20___, to certify which witness my hand and seal.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:
PRINTED NAME:

Approved:

Commissioner, Precinct ___
Gillespie County, Texas

**UTILITY ROAD (UR) PERMIT
AUTHORIZING EXCAVATION, CONSTRUCTION, OR BORING UNDER
A GILLESPIE COUNTY MAINTAINED ROADWAY**

Subject to the agreements, stipulations, and information provided in the Application, be it known that _____, as Applicant, and its Contractor: _____ is hereby Permitted and Given permission to enter upon and engage in the following construction project:

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This PERMIT requires the payment of a \$500.00 permit fee for each road to be crossed and bored beneath each road identified in the Application.

A receipt for such fee should be attached to the application.

The date of issuance of this permit is this ___ day of _____, 20__.

FOR COUNTY: _____
County Commissioner, Precinct #

FOR APPLICANT: _____

FOR CONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, on the ___ day of _____, 20__, appeared:

_____ [Name and address of the primary Applicant seeking the permit, hereinafter referred to as Applicant:]

And:

_____ [Name and address of company that is Contracted to do the work, hereinafter referred to as Contractor:]

Applicant has filed a complete application with Gillespie County for a permit to engage in activities related to the excavation, construction, or boring under one or more Gillespie County Maintained Road(s) and associated road Right-of-Way, such excavation, construction or boring as described below, (any and all of the foregoing activities hereinafter known as the Project) on the County Maintained Road(s) identified in the application.

[Description of the work on the Project: Incorporate additional sheets if necessary and attach as ADDENDUM A]

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6. Gillespie County is not liable to Applicant, any assignee or any other person and or entity based upon any claim arising or alleged to arise from any injury, harm or damage that may occur to Applicant or otherwise as a result of the Applicant's activities for, in behalf of, or in relation to Gillespie County.
7. Applicant and Contractor hereby agree to release and hold harmless Gillespie County from all damages or losses accruing to Applicant or any other person, or to equipment belonging to Applicant or any other person, as a result of any injury incurred or caused by Applicant's construction activities pursuant to this Permit, or to damage to equipment or injuries or death of persons which result directly, or indirectly from Applicant's activities or participation in work or activities otherwise in, on, or about the roadway and property identified above.
8. Applicant and Contractor hereby agree to indemnify, release, and hold harmless Gillespie County from all claims, suits, penalties, damages, or losses whatsoever asserted against Gillespie County or its officials, officers, or employees arising from Applicant's activities or operations related to excavation, construction, boring, or other activities in any way whatsoever in, on, or about the roadway and property identified above, and the cost incurred by Gillespie County as result of the defense against such claims, suits, penalties, damages or losses.
9. Applicant and Contractor agree to indemnify, release, and hold harmless Gillespie County including but not limited to claims, suits, penalties, damages or losses arising from Applicant's acts, actions, or omissions and Gillespie County's agents or employees' acts, actions or omissions with respect to Applicant or the Project on or about the location described above except however, excluding Gillespie County's agents' or employees' sole negligence, gross negligence or intentional misconduct.
10. Applicant and Contractor hereby agrees to repair any damage to a county road, drainage device, drainage feature or any part of any county road or supporting device or associated device or feature for which Gillespie County has a right or a duty of maintenance or which is customarily maintained or managed by Gillespie County caused by Applicant or applicant's contractors, sub-contractors, agents, employees or representatives moving equipment or materials to or from the property identified above

and any work on the Project. Should the Applicant fail to make such repair within 30 days or a lesser reasonable time after written notice from the Gillespie County Judge or any Gillespie County Commissioner, then Gillespie County may make such repairs as are reasonably necessary or appropriate and Applicant will pay Gillespie County for the cost of the repairs including but not limited to the costs of material, labor, use of equipment and any other reasonably associated cost.

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12. In the event of a dispute concerning any aspect of this Application and Permit or any claim or dispute arising pursuant to this Application and Permit or an act or condition addressed herein, Applicant agrees that venue for all court proceedings shall be in courts of competent jurisdiction applicable to Gillespie County, Texas.
13. Neither Applicant nor Gillespie County have made any additional oral promises, representations, or agreements not memorialized in this document or the documents attached hereto and incorporated herein for all purposes.
14. The undersigned states and represents that he has the legal capacity to apply for and to perform the obligations authorized by this Permit obligating the respective Applicant to the terms and provisions hereof and has knowingly and willingly executed this instrument after reading same.
15. Applicant by signing below states that it has and maintains in current form Liability Insurance Coverage in an Amount of \$5,000,000.00 by a company with an AM Best Rating of not less than A-, to protect the County and the Public from claims arising from the Project authorized by this Permit, and more fully described in the Application.
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17. Applicant's contact information:
 - a. Name of Authorized Representative
 - b. Address of Authorized Representative:
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 - e. In case of emergency - 24 Hour Phone:
18. Contractor's contact information:
 - f. Name of Construction Company:
 - g. Address of Construction Company:
 - h. Phone: Fax:
 - i. E-mail of Construction Company:
 - j. In case of emergency - 24 Hour Phone:

**APPLICANT MUST OBTAIN AN EASEMENT, LEASE, OR
OTHER PROPERTY RIGHT FROM ANY PROPERTY
OWNER AFFECTED BY THIS PERMIT**

This permit is not a substitute for an easement, lease or other property right to be obtained from a property owner whose property is crossed or directly affected by the excavation, construction or boring within the County road Right-of-Way authorized by this permit. This permit is only for the excavation, construction, or boring associated with the permitted construction within the county maintained public road right-of-way. Any actions on the part of Applicant which creates any liability or affects the rights of the holders of any real property shall be solely the responsibility of Applicant. Any county road that is maintained under any claim less than fee simple title, for example, prescriptive easement, implied easement, or adverse possession shall require the Applicant to obtain from the underlying property owner an easement, lease or other right to use the underlying landowner's property for the purposes of this permit.

IN WITNESS WHEREOF, the Applicant executes this Permit and agrees to the terms and conditions herein on the date stated below.

FOR APPLICANT: _____

SUBSCRIBED AND SWORN before me this ____ day of _____, 20____, to certify which witness my hand and seal.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:
PRINTED NAME:

FOR CONTRACTOR: _____

SUBSCRIBED AND SWORN before me this ____ day of _____, 20____, to certify which witness my hand and seal.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:
PRINTED NAME:

Approved:

Commissioner, Precinct ____
Gillespie County, Texas