



6. Operations will be postponed 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.
7. The geophysical survey company shall restore the right-of-way to its original condition, free of any damage, including ruts or any injury to vegetation. Any costs incurred by the county for replacement signs, delineators, etc., for the removal of debris, or for any other necessary restoration work performed by the county to place the county right-of-way into a condition equal to that prior to survey operations will be billed to the company at cost.
8. It is clearly understood DeWitt County, Texas, does not purport to grant any right to conduct such surveys on the county right-of-way. Any actions on the company's part that create any liability or affect the rights of the holders of any property and/or mineral ownership shall be solely the company's concern and responsibility.
9. No markers or ribbons shall be used on signs or delineators on county right-of-way.
10. The Company agrees to indemnify and hold DeWitt County harmless from any personal injury or property damage claims that result from operators' operations on the above described properties.
11. This geophysical survey permit will expire in 6 months after date of approval of this application by DeWitt County Commissioners Court. After expiration of the same, a new application for geophysical survey permit and payment of fees shall be required from the applicant if the survey/operations have not been completed prior to the expiration date of this permit.
12. This geophysical survey permit shall be executed simultaneously with the county's Road Use Agreement attached hereto as "Exhibit A".
13. DeWitt County requires the applicant provide a program map prior to operations.

It is further agreed that the order of 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 according to the terms hereof.

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

\_\_\_\_\_  
 Company  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CORPORATION ACKNOWLEDGMENT**

BEFORE ME, the undersigned authority, in and for said County, Texas, 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 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 the State of Texas

\*\*\*\*\*FOR COUNTY USE ONLY\*\*\*\*\*

Examined and approved in open Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
**Daryl L. Fowler, DeWitt County Judge**

This permit Expires on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

# “EXHIBIT A”

## ROAD USE AGREEMENT BETWEEN DEWITT COUNTY AND \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, DeWitt County, herein known as  
“County” address 307 N. Gonzales St., Cuero, Texas 77954 and

\_\_\_\_\_ herein known as \_\_\_\_\_,  
address \_\_\_\_\_,

for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, \_\_\_\_\_, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, \_\_\_\_\_, agrees to repair damage to the following roads \_\_\_\_\_, in Commissioner Precinct No. \_\_\_\_\_.
4. The County and \_\_\_\_\_ agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After \_\_\_\_\_ the \_\_\_\_\_ overweight \_\_\_\_\_ traffic \_\_\_\_\_ stops, \_\_\_\_\_, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. \_\_\_\_\_, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

\_\_\_\_\_

Signature

Date

Printed Name

Authorized Representative for DeWitt County:

Daryl L. Fowler, County Judge

Signature

Date

DeWitt County Commissioner, Precinct No. \_\_\_\_\_

Signature of Commissioner

Date

ATTEST:

\_\_\_\_\_  
Natalie Carson, County Clerk

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