



APPLICATION TYPE

Gas Well Pad Site Permit

Gas Well Operations Permit
 Re-drilling or re-working

OPERATOR / PROPERTY OWNER / APPLICANT INFORMATION

Operator: _____ RRC operator number: _____

Incorporation State _____, Partnership _____ (list partners on a separate sheet)

Physical mailing address (not a P.O. Box):

Designated Contact Person _____ (Agent data is added below)

Street _____ Suite _____

City _____, State _____, Zip Code _____ - _____

Office phone (____) _____ Mobile (____) _____, Email _____

FAX phone (____) _____ **24 Hour Emergency Contact Phone Number (____) _____**

Property Owner: _____

Physical mailing address (not a P.O. Box):

Designated Contact Person _____

Street _____ Suite _____

City _____, State _____, Zip Code _____ - _____

Office phone (____) _____ Mobile (____) _____, Email _____

FAX phone (____) _____

Agent Applicant (If not one of above): _____

Physical mailing address (not a P.O. Box):

Designated Contact Person _____

Street _____ Suite _____

City _____, State _____, Zip Code _____ - _____

Office phone (____) _____ Mobile (____) _____, Email _____

FAX phone (____) _____

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now or will be fully prepared to represent the above Gas Well Pad Site or Gas Well Operations Permit request before the City Council or City Staff. I acknowledge that I have reviewed and understand the requirements contained in Chapter 40 Gas Well Drilling of the Euless Code of Ordinances, and understand the policies and procedures regarding consideration of Gas Well Pad Site and Gas Well Operations Permits and water use. I reserve the right to withdraw this gas well permit request at any time upon written request filed with the Planning and Development Department.

Signatures:

Operator

Date

Property Owner

Date

The Property Owner(s) must sign the application or provide signatures on separate sheet.

SITE AND OPERATION INFORMATION

Lease Name _____

Street Address or Legal Description _____

Central Abstract: _____ Survey Name _____ County _____

Number of Wells to be Permitted with this Application: _____

Well Information:

Well name _____, Pad site _____ Well number _____

Well API: 42- _____ - _____, RRC permit number _____

Abstract _____, Survey _____ County _____

X-coordinate _____ Y-coordinate _____

Well name _____, Pad site _____ Well number _____

Well API: 42- _____ - _____, RRC permit number _____

Abstract _____, Survey _____ County _____

X-coordinate _____ Y-coordinate _____

Well name _____, Pad site _____ Well number _____

Well API: 42- _____ - _____, RRC permit number _____

Abstract _____, Survey _____ County _____

X-coordinate _____ Y-coordinate _____

Well name _____, Pad site _____ Well number _____

Well API: 42- _____ - _____, RRC permit number _____

Abstract _____, Survey _____ County _____

X-coordinate _____ Y-coordinate _____

Wellhead(s) located within 600 feet of a Residential Structure,
Commercial Structure, Public Building, or Public Park, or Golf Course? Yes No

Pad Site located in 100-year flood plain? Yes No

Will pipelines be installed on, across or under public property or right-of-way? Yes No

City Staff to Fill in Case and Fees:

COE Case Number _____ - _____ - CC

Fee Paid \$ _____

Receipt No. _____

Check No. _____

Staff Initials _____

CHECKLISTS

INSTRUCTIONS: The City of Euless reviews each application partially based on the items on the following checklists. Each application must be accompanied by a gas well pad site plan or gas operations permit exhibit and supporting documents. The property owner/operator/applicant is encouraged to meet with a member of the City of Euless Staff to determine the extent of plans needed for review.

GENERAL SUBMITTAL REQUIREMENTS	
GAS WELL PAD SITE PERMIT	GAS WELL OPERATIONS PERMIT
<ol style="list-style-type: none"> 1. Completed, dated and signed application form. 2. Accurate legal description of the property to be used for gas operation. Property recorded by plat should reference subdivision, block and lot numbers. Unplatted property should reference abstract numbers and survey names and tract numbers if applicable. 3. All required Gas Well Pad Site Permit Fees. 4. List of names and addresses of every property owner of parcels within 1,000 feet from the proposed drilling pad site outer boundary. Provide a printed hard copy of this information as well as an MS Excel Spreadsheet or Comma Delimited File in digital format on transferable digital media. (CD-ROM 3.5" Floppy or email.) 5. Provide copies of all waivers obtained by the operator/property owner/applicant from all property owners of Residential Structures, Commercial Structures, and Public Buildings located within six hundred (600) feet of the all proposed wellheads. All waivers shall be signed by the property owner and notarized. 6. Seventy-two (72) hour ambient noise study – One (1) twenty four (24) hour day and one weekend day showing ambient levels and potential impact gas well pad site will have based on site conditions. Also show noise contours from the wellhead and effect on contours by any proposed noise mitigation steps to be taken by the operator. If required by the result of the ambient noise study a noise mitigation plan showing noised control elements and locations will be required. <p>Gas Well Pad Site Permit Site Plan Exhibit Requirements</p> <ol style="list-style-type: none"> 1. Plans must be drawn to a scale on a sheet size of ANSI B (11"X17"), ANSI C (18"X24"), ANSI D 	<ol style="list-style-type: none"> 1. Completed, dated and signed application form. 2. Notarized Statement: A notarized statement signed by the Operator, or designated representative, that the information submitted with the application is, within the personal knowledge of the operator or designated representative, true and correct. 3. All required Gas Well Operations Permit Fees. 4. Accurate legal description of the property to be used for gas operation. Property recorded by plat should reference subdivision, block and lot numbers. Unplatted property should reference abstract numbers and survey names and tract numbers if applicable. 5. Copy of Gas Well Pad Site Permit issued by the City of Euless (if approved – not required if permits are conducted concurrently) 6. Original Executed Road Damage Agreement. 7. Copy of the determination by Texas Commission on Environmental Quality (TCEQ) of the depth of usable quality groundwater. 7. Approved copy of the Railroad Commission Drilling Permit (W-1) and Pooling Certificate (P-12) for each well in this application. Provide copies of the attachments and reports required by the Commission that are applicable to the drilling and operations site. 8. Certified survey plat for the surface location, penetration point and bottom hole location of the well bore. Include the (X, Y) coordinate points in STATE PLANE, NAD83, NCT 4202 FEET projection and show the existing or proposed access routes to the pad sites. 9. Evidence of insurance and Security Requirements:

GENERAL SUBMITTAL REQUIREMENTS	
GAS WELL PAD SITE PERMIT	GAS WELL OPERATIONS PERMIT
<p>(24"X36") or ANSI E (36"X48") Additionally please provide a digital copy of all plansets in Adobe PDF format. PDF files may be password protected to protect original vector images from use, but shall allow raster image copy for usage in presentations to the City Council if necessary. Provide digital information on a transferable digital media (CD-ROM, 3.5" Floppy, or email)</p> <ol style="list-style-type: none"> 2. Names and addresses of current Property Owner of record and gas well Operator. 3. Name and address, telephone number and email address of the surveyor/engineer responsible for preparing the site plan. 4. Title block in lower right hand corner containing the name of the gas well(s) acreage of pad site and legal description of property on which the pad site is occurring. 5. Location map showing the tract by reference to streets or highways. 6. Date the site plan was prepared. 7. Written scale, graphic scale and north arrow. 8. Location and general outline of any Residential Structures, Commercial Structures, Public Buildings, Parks and Golf Courses within 1,000 feet of the gas well pad boundary. 9. Cross reference marks or numbering system to identify all property owners of Residential Structures, Commercial Structures, Public Buildings within six hundred (600) feet of the wellhead(s). 10. Location of City of Euless city limit boundary if applicable. 11. Location of all transportation routes to the gas well pad site, including the following: (1) a list of non-TxDOT public roads to be used; and the lengths in lane miles of each non TxDOT public roads to be used to access the site. 12. Location and dimensioning of existing or proposed driveways used to access the site. See 	<ul style="list-style-type: none"> • BOND OR LETTER OF CREDIT FOR SINGLE WELL – Principal amount of fifty thousand (\$50,000) dollars. See Article VII, Section 40-14 of the City of Euless Gas Well Drilling Ordinance for detail. • BLANKET BOND OR LETTER OF CREDIT FOR MULTIPLE WELLS – Principal amount of one hundred fifty thousand (\$150,000) dollars for the first five (5) wells and an additional fifty thousand (\$50,000) dollars for each additional well. See Article VII, Section 40-14 of the City of Euless Gas Well Drilling Ordinance for detail. • INSURANCE – Policies must be written by the insurer with A- class VIII or better rating by most current version of the A.M. Best Key Rating Guide. The following minimum coverages are for reference only: <ul style="list-style-type: none"> ○ Standard Commercial General Liability Policy – Combined Single Limit of \$1,000,000. ○ Excess or Umbrella Liability - \$5,000,000 if Operator has stand-alone EPL policy; \$10,000,000 if Operator does not have stand-alone EPL Policy. ○ Environmental Pollution Liability Coverage - \$1,000,000 per loss, annual aggregate of \$10,000,000. ○ Control of Well - \$5,000,000 per occurrence/ no aggregate or \$10,000,000 aggregate. ○ Workers Compensation and Employers Liability – Texas statutory limits on Worker’s Compensation \$500,000 per accident Employer’s Liability. ○ Automobile Liability – Combined Single Limit of \$1,000,000 for bodily injury and property damage. • All policies shall be endorsed to read: THIS

GENERAL SUBMITTAL REQUIREMENTS	
GAS WELL PAD SITE PERMIT	GAS WELL OPERATIONS PERMIT
<p>Section 40-8(C-11) for additional information.</p> <ol style="list-style-type: none"> 13. Location, type and height of any fencing proposed to be used for the security of the gas well pad site during drilling operations. Note: a separate fence permit will be required prior to installation. 14. Location and dimension of access gate. 15. Preliminary gas well pad site layout showing the exact locations of proposed wellhead(s) and preliminary locations of any drilling, storage, and support equipment to be utilized on site. This information is only required to determine if gas well pad site will accommodate required production facility setback requirements. 16. Impacted existing vegetation, including the removal of existing trees. 17. Creeks and other topographic information including the limits of 100 year floodplain. 18. Erosion control plan, Clearing and grading plan prepared by a licensed civil engineer for the site showing final drilling pad elevation. The plan shall meet the approval of the City Engineer. 19. Post-drilling production pad fencing location, type of fencing and landscape plan. Landscape plan will include a table outlining plant material species type and number, square footage of landscaped areas and notes regarding any proposed irrigation measures. 20. Show location of any fresh water ponds. Include dimensions, grading, lining plans and any potential pump/line locations servicing gas well pad sites. 	<p>POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT THIRTY (30) DAYS ADVANCED WRITTEN NOTICE TO THE OWNER AND THE CITY EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE TEN (10) DAYS ADVANCE WRITTEN NOTICE IS REQUIRED.</p> <ol style="list-style-type: none"> 10. Completed Water Needs Questionnaire (included in application packet) <p>Gas Well Operations Permit Site Plan Exhibit Requirements</p> <ol style="list-style-type: none"> 1. Plans must be drawn to a scale on a sheet size of ANSI B (11"X17"), ANSI C (18"X24"), ANSI D (24"X36") or ANSI E (36"X48") 2. Names and addresses of current Property Owner of record and gas well Operator. 3. Name and address, telephone number and email address of the surveyor/engineer responsible for preparing the site plan. 4. Title block in lower right hand corner containing the name of the gas well(s) acreage of pad site and legal description of property on which the pad site is occurring. 5. Location map showing the tract by reference to streets or highways. 6. Date the site plan was prepared. 7. Written scale, graphic scale and north arrow. 8. Detailed drawing showing wellhead(s) location, and providing the specific location of all facilities and equipment for the drilling and production phases of the gas well operations. Include dimensioning of all required setbacks of equipment from wellheads and surrounding structures as required in Section 40-15 (B). 9. A description of public utilities required during drilling and operation phases of the development. 10. Location of all existing and proposed

GENERAL SUBMITTAL REQUIREMENTS	
GAS WELL PAD SITE PERMIT	GAS WELL OPERATIONS PERMIT
	<p>underground pipelines on or adjacent to the site. Note: all pipelines located within the public right-of-way requires separate approval and a right-of-way use agreement.</p> <p>11. Response letter to Supplemental Technical Requirements Checklist (Provided in this application packet) to include appropriate responses by the Applicant/Operator/Property owner where required.</p> <p>Emergency and Hazardous Materials Plans</p> <ol style="list-style-type: none"> 1. Emergency Response Plan: Submit to the Fire Marshal (817) 685-1659 and Director of Planning and Development (817) 685-1637 an emergency response plan establishing written procedures to minimize any hazard resulting from drilling, completion or producing of gas wells 2. Hazardous Materials Management Plan (HMMP) shall be on file with the Fire Marshal and the Director of Planning and additionally, all Material Safety Data Sheets (MSDS) for all hazardous materials that will be located, stored, transported and/or temporarily used on the operations site.

Water Needs Questionnaire

If the intended source of water is the City of Eules, the information provided herein will be evaluated to determine the impact on daily water system operations. If it is determined that the additional demand will restrict the City's ability to effectively distribute water to its customers, alternative provisions for water or postponement of drilling operations may be required until water system demands are reduced. In the event escalated water restrictions are implemented beyond Stage 1 of the City of Eules **Drought Contingency/Water Emergency Management Plan**, all water use for drilling is subject to suspension until the restrictions are lifted.

1. Provide a description of public utilities required during the drilling operation.

2. Provide a description of the water source to be used during the drilling operation.

3. How long is the entire drilling and fracturing process expected to take?

4. Estimated water use

Estimated water usage per wellhead (million gallons) _____ Total for site: _____

Estimated rate of water use per day (million gallons/day) _____

**SUPPLEMENTAL TECHNICAL REQUIREMENTS CHECKLIST
TO BE USED WITH GAS WELL OPERATIONS PERMIT SUBMITTALS**

1. Provide location on site where MSDS sheets will be located.
2. Provide information on how hazardous materials will be stored. Provide the following details including: container type, quantity, and secondary containment provided.
3. Provide information on any compressors to be used on site, including duration of planned use and if a permanent well head compressor is intended.
4. Confirm that only low toxicity glycols, synthetic hydrocarbon, polymers and esters will be used. If other “green” products are available, submit the information for consideration. The objective is to minimize environmental impact.
5. Confirm that drip pans or other containment devices shall be installed underneath anything that has the potential to spill or leak any hazardous or environmentally harmful liquid, semi-liquid or solid materials?
6. Provide a schematic or detail description of how power to the site be provided for the drilling operation and for the long term production pad.
7. A copy of the Emergency Response Plan must be provided to the Fire Marshal, the Inspection Services Provider and the Director of Planning and Development.
8. Provide an acknowledgement that the Operator or other responsible subcontractor understands that explosives may not be brought on site unless all requirements listed under Section 40-15 (15) of the City Codes are met.
9. Provide information on the valve arrangements to include confirmation that each well is equipped with an automatic blow out prevention valve, an emergency shut off valve to the well distribution line, and where said valve is located.
10. Provide information on any planned fire protection equipment to be maintained on site.
11. Specific fire protection requirements must be met and will be determined after evaluation of the planned tank battery arrangement, but may include a pre-piped cooling system for the tanks, extinguishment components, on site hydrant, or other features as may be determined by the fire marshal on a case by case evaluation.
12. Provide a water analysis report to the Inspection Services Provider and the City for any fresh water well located within 500 feet of the gas well.
13. Provide information on the anticipated gas monitoring system or leak detection system if the well site is within one thousand feet of an structure intended for human occupation.
14. A Hazardous Materials Management Plan must be on file with the Fire Marshal, Inspection Services Provider and Director of Planning.
15. Provide a lighting plan for the site.

16. Confirm that all diesel power plants, if any, used on site, will be equipped with a lube oil purification unit.
17. Confirm that organic solvents will not be used for cleaning purposes on the site in any manner.
18. Confirm that only lead free pipe dope will be used on site.
19. Confirm that signage as outlined in 40-15 (35) will be placed at the site. For information, additional signs will be required on any hazardous materials or tanks at the location. Specific requirements will be outlined on a site by site basis.
20. Provide information on all storage tanks to be placed on site including construction type, any specifications the tanks are designed to, primary and secondary (emergency relief valve) venting provided, flame arrestors used, the level control device used to limit the tank to 90% of capacity, the secondary containment system to be used, how the secondary containment area will be drained of rainwater and the location of shut off valves and if they are manual only or are equipped with fusible link automatic shutoffs or other safety features.
21. Provide information on the proposed remote foam application system for the tank battery.
22. Provide information on the lightning arrestor system to be used at the site.
23. Confirm that the Operator has reviewed the Technical Requirements section of the ordinance and that the Operator anticipates being able to conform with the various operational and other requirements in Section 40-15.

WAIVER FOR GAS WELL WITHIN 600 FEET OF PROTECTED USES WITHIN THE CITY OF EULESS

I _____, am the owner of real property located at _____, Fort Worth, Texas, more particularly shown on the map of record in Volume _____, Page _____, Plat records of _____ County, Texas or per Tax Tract Number _____, _____ County, Texas and described as Block _____, Lot _____ in the _____ Subdivision. I understand the current Gas Drilling Ordinance of the City of Euless requires that a Permit shall not be issued for any well to be drilled within six-hundred (600) feet from any residential structure, commercial structure, or public building without a waiver granted by the City Council after notice and public hearing, or the written consent from all the protected use property owners within six-hundred (600) feet of the well filed in the applicable county deed records.

By this waiver, I hereby grant to _____ permission to drill one or more gas wells closer than six-hundred (600) feet to the structure located on my property, but in any event, the gas well bore may not be located any closer than _____ feet to any structure which would include a residential structure, commercial structure or public building, without regard to intervening structures or objects, to the closest exterior point of the building.

Property Owner

Date _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she is the owner of the property described above and executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of Texas

My Commission Expires:

Road Damage Agreement

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

ROAD DAMAGE AGREEMENT

This Road Damage Agreement, (hereafter the “Agreement”), is made and entered into on this the _____ day of _____, 20 ____, by and between the City of Euless, Texas (hereafter the “City”), a municipal corporation and a home-rule municipality of the State of Texas, located within Tarrant County, Texas; and _____ (hereafter the “Operator”) for the payment of fees for damage remediation of certain streets and/or roadways within the City of Euless, Texas, as more fully described herein.

WHEREAS, Operator is in the business of drilling gas wells and, in connection therewith, shall be engaged in drilling and production activities on property identified on Operator’s gas well permit, which abuts or is adjacent to, and/or is accessed by roadways within the City of Euless, and

WHEREAS, the Operator’s gas well operations permit from the City of Euless, dated _____20____, is made a part of this Agreement by reference; and

WHEREAS, the nature of heavy vehicular traffic during natural gas well development (“drilling”), post-production well stimulation (“fracing”) and re-working activities will exceed the normal and anticipated use of the public roadways within the City’s corporate limits; and

WHEREAS, according to the study conducted by C & P Engineering, LTD., (hereafter the “Study”) the life expectancy of a roadway decreases with heavy vehicular traffic traveling upon it, and heavy equipment loads produce greater amounts of road distress according to the Study; and

WHEREAS, distress which may either be structural or functional, which in turn, increases overall maintenance oversight, repair, and replacement costs to the City respecting the roadways, in connection with the Operator’s gas well drilling and production activities; and

WHEREAS, structural distress is recognized as the pavement’s ability to carry traffic and/or cracking or deterioration of the pavement section; whereas functional distress is recognized as the ride quality and safety of the pavement; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described hereinabove causes distress to the roadways as a result of the frequency of their specific operations and such distress may be immediate or it may be gradual and delayed, and also will exceed the design criteria of said roadways, thus causing greater than ordinary wear and tear and damaging of the roadways; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement for Operator to compensate City for the maintenance and damage remediation

of such roadways for the duration of the term of this Agreement in consideration for Operator's use of such roadways for the purpose of the activities described hereinabove;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1.
RECITALS

The foregoing recitals are understood and agreed upon by the parties and are incorporated into the terms of this Agreement.

ARTICLE 2.
DAMAGE REMEDIATION OBLIGATION

1. **Fee:** City and Operator understand and agree that use by Operator, its contractors, subcontractors, employees and agents (all hereafter referred to as "Operator") of roadways that abut and lead to the property for which a Gas Well Operations Permit has been issued to Operator, will decrease the life expectancy of such roadways. Operator and City agree that it is and will continue to be impracticable and extremely difficult to determine the actual amount of such damage. Therefore, City and Operator hereby agree that Operator shall pay to City a road damage remediation fee based upon the formula set forth in Exhibit "A" to this Agreement, a copy of which is attached hereto and incorporated herein. Both City and Operator agree that the amount assessed pursuant to the formula set forth herein is the minimum value of the costs and actual damage and decreased life expectancy of roadways caused by the normal use of the roadways by Operator. Such sum of money shall be paid by Operator to the City prior to the commencement of any activity under the Gas Well Operations Permit. It is expressly understood and agreed that such formula and fee are not to be considered a penalty, nor a tax, but shall be deemed taken and treated as a fee that is roughly proportionate and necessary for City to repair and maintain its roadways based upon normal usage by Operator acting in the ordinary course of its business.

2. **Truck Route:** Operator shall be liable for and shall pay additional road damage assessments should Operator deviate from the truck route that is designated in the Gas Well Operations Permit.

4. **Timely Payment:** In the event that Operator does not timely and adequately make payment under this Agreement upon written demand of the City, the City has the authority to prohibit further use of its roadways by Operator's vehicles, to suspend any and all Gas Well Operations Permits issued to Operator, and to make a claim on Operator's bond or other security instrument.

ARTICLE 3.
ROAD DAMAGE REMEDIATION FEE

1. **Methodology:** The Road Damage Remediation Fee shall be calculated using the method outlined in Exhibit "A." Replacement costs for asphalt and/or concrete road segments shall be determined from current fair market value cost per square yard of road surface material, including installation and labor. The City shall provide as an attachment to this Agreement, a copy of the calculations directly related to the methodology used to determine the fee paid by Operator; such attachment is identified as Exhibit "A", a copy of which is attached hereto and incorporated herein.

The City's investigation and determination of any and all aspects of the above referenced methodologies constitute generally accepted practices of road replacement, repair, and maintenance professionals undertaking similar project evaluations at the same time, and in the same geographical area. The City observes the same degree of care and skill generally exercised by professionals under similar circumstances and conditions.

2. **Road Damage Remediation Fee Calculation:** _____ The Road Damage Remediation Fee, hereafter stated, and in compliance with all applicable methodologies hereinabove enumerated, shall be an amount as determined by the Road Damage Remediation Calculation, Exhibit "A".

Type I - Six inch (6") treated soil subgrade with seven inch (7") reinforced concrete.

3. **Payment Due:** The Road Damage Remediation Fee is required to be paid in full at the time of issuance of a Gas Well Operations Permit by the City Manager or their designee. Such permit application shall be considered administratively incomplete until this Agreement is executed, Road Damage Remediation Fee payment received, and both are on file with the City.

ARTICLE 4.
TERM OF AGREEMENT

This Agreement shall commence upon the date indicated above and shall continue in full force and effect until Operator has completed and/or permanently discontinued the activities upon the roadways, as described hereinabove.

ARTICLE 5.
INSURANCE AND INDEMNITY

1. Insurance: The Operator shall provide or cause to be provided the insurance and other security that meet the requirements of Chapter 40 of the Code of Ordinances of the City of Euless, Texas, as amended. Such insurance shall be maintained in effect at all times when the Operator is engaged in exploration, development, and production of gas in the City of Euless.

2. Indemnification: Operator hereby agrees to indemnify, defend and save harmless the City, its departments, agents, officers, servants and employees from all suits, actions or claims of any character name and description brought for or on account of any injuries or damages received as sustained by any person, persons or property, including personal injury or death, on account of the operations of Operator, its agents, employees, contractors, subcontractors or representatives, or on account of any negligent act or fault of Operator, its agents, employees, contractors, subcontractors or representatives in connection with the obligations of Operator under this Agreement; and Operator shall pay any judgment, with costs, and if applicable attorney's fees which are a part of the judgment, which may be obtained against the City growing out of such injury or damage. It is understood and agreed that such indemnity is an indemnity extended by the Operator to indemnify and protect the City of Euless and/or its departments, agents, officers, servants, or employees *from the consequences of the negligence of the City of Euless, Texas and/or its departments, agents, officers, servants and employees, whether that negligence is the sole or a contributing cause of the resultant injury, death, and/or damage.* Operator specifically agrees that road damage in excess of the road damage remediation fee assessment provided for in this Agreement shall be paid from Operator's security required under Chapter 40 of the Code of Ordinances of the City of Euless, Texas, as amended.

ARTICLE 6.
INDEPENDENT CONTRACTOR

Operator understands and agrees that Operator, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The City shall not have any control over the means or methods by which Operator shall perform its obligations hereunder. Operator shall furnish all equipment and materials necessary to perform hereunder and shall at all times be acting as an independent contractor. No action by either party should be construed to create a partnership, joint venture, or other dual enterprise between the parties.

ARTICLE 7.
GOVERNMENTAL IMMUNITY

By entering into this Agreement, the City does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

ARTICLE 8.
NO IMPACT FEE

Operator agrees that the Road Damage Remediation Fee provided hereunder is not an impact fee under Chapter 395 of the Texas Local Government Code, and expressly agrees that this Road Damage Remediation Fee is not a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development. Further, Operator agrees that the Road Damage Remediation Fee provided hereunder will not be credited to any subsequent roadway impact fees if the subject property is subdivided or developed in the future.

The Road Damage Remediation Fee shall not be applied to roadways other than those maintained by the City and designated as “haul routes” as part of the permit application. Funds from these fees shall not be expended on public roadways or streets, other than those designated as City maintained gas well haul routes.

ARTICLE 9.
FORCE MAJEURE

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

ARTICLE 10.
ASSIGNABILITY/CONSENT

Except as otherwise provided herein, or except as may be hereafter determined by the parties and added as a written amendment or modification hereto, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the other party.

ARTICLE 11.
NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by United States Mail, return receipt requested, postage prepaid; to:

CITY: City Manager
 City of Euless, Texas
 201 North Ector Drive,
 Euless, Texas 76039

OPERATOR:

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE 12.
MODIFICATION

No waiver, amendment, or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver, amendment, or modification is in writing, duly executed by both parties. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 13.
SAVINGS/SEVERABILITY

In the event that any one or more of the provisions, terms, phrases or clauses of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect; such invalidity, illegality, or unenforceability shall not affect the other provisions, terms, phrases or clauses of the provisions contained herein and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision, term, phrase, or clause had never been contained in this Agreement.

ARTICLE 14.
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and venue for any action arising under the terms and conditions of this Agreement shall lie in the state courts located in Tarrant County, Texas.

ARTICLE 15.
ENTIRE AGREEMENT

This Agreement and the exhibits and other documents attached hereto and/or referenced herein, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto. Notwithstanding the foregoing, this Agreement is cumulative of all applicable City Ordinances, as amended.

ARTICLE 16.
NON-WAIVER

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 17.
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 18.
CONSTRUCTION OF AGREEMENT

The parties hereto have negotiated the terms of this Agreement and therefore agree that as a negotiated document, this contract shall not be more strictly construed against either party.

ARTICLE 19.
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 20__.

“CITY”

CITY OF EULESS, TEXAS

ATTEST:

By: _____
Gary McKamie, City Manager

City Secretary

“OPERATOR”

By: _____

Printed Name

Title: _____

Name of Entity: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Gary McKamie, City Manager of the City of Euless, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Euless, Texas and that he executed the same as the act of such City of Euless, Texas 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__.

[SEAL]

Notary Public in and for the State of Texas

* * * * *

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, (title) for _____ (Entity Name of Operator), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____ (Entity Name of Operator) and that he executed the same as the act of such Operator 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__.

[SEAL]

Notary Public in and for the State of Texas.

Exhibit A Road Damage Agreement Calculation Well Identification _____ Drilling and Fracturing – Piped Water					
Road Type	Construction Cost/Lane Mile 2009	AASHTO Design Life (ESAL)	Consumptive Use (ESAL)	Consumptive Use (%)	Assessment Per Lane Mile
I	\$446,000	1,100,000	488.35	0.044%	\$196.24
Drilling and Fracturing – Hauled Water					
Road Type	Construction Cost/Lane Mile 2009	AASHTO Design Life (ESAL)	Consumptive Use (ESAL)	Consumptive Use (%)	Assessment Per Lane Mile
I	\$446,000	1,100,000	1,336.05	0.121%	\$539.66

Fee Calculation			
Road Type	Assessment Per Lane Mile <u>Piped Water</u>	X Access Lane Miles Per Site (Haul Route)	Assessment Per Haul Route Lane Mile
I	\$196.24		
Fee Calculation			
Road Type	Assessment Per Lane Mile <u>Hauled Water</u>	X Access Lane Miles Per Site (Haul Route)	Assessment Per Haul Route Lane Mile
I	\$539.66		
Total Fee Assessed			\$

- Road type I is six inch (6”) treated soil subgrade with seven inch (7”) reinforced concrete.