

## REQUIREMENTS FOR REQUESTING A PIPELINE SURVEY ON CITY OF FORT WORTH PROPERTY

PLEASE SUBMIT THE FOLLOWING INFORMATION:

### **SURVEY PLANS**

- Legal description of City property (Subdivision Lot, Block; Tract, etc.) on which the survey will take place (TAD Account and map)
- Deeds to the property
- Schedule of survey (Amount of time needed, start, finish dates)
- Map with survey location of proposed pipeline (TAD map, Mapsco, GIS map)
- Survey contact information (Name, company, phone, e-mail, fax)

### **FUTURE PIPELINE PLANS**

- Name of company constructing the proposed pipeline
- Construction schedule for proposed pipeline
- Size and type of pipeline proposed
- Pipeline contact information (Name, phone, e-mail, fax)

### **CITY OF FORT WORTH CONTACT**

Jean Petr, Land Agent  
900 Monroe, Suite 404  
Fort Worth, TX 76102  
817.392.8367  
[jean.petr@fortworthgov.org](mailto:jean.petr@fortworthgov.org)

*City of Fort Worth Real Property staff will review the above information and send an authorization letter granting permission to perform the survey on City property.*

### **NOTE:**

- **Submission of the above information is not a guarantee of authorization to perform the survey on City property.**
- **No seismograph operations will be allowed without a seismic permit granted by the City of Fort Worth.**

## PIPELINE SURVEY PERMIT

Pursuant to your request to conduct a survey for the purpose of placing a gas pipeline on the following described lands described in Exhibit "A", (hereinafter called "Premises") being attached hereto and made a part hereof for all intents and purposes, \_\_\_\_\_ (hereinafter called "Company") agrees to the following terms and conditions:

1. The Company agrees to conduct its operations in accordance with good standard practices and agrees to pay the City of Fort Worth for all damages suffered or incurred by it, either directly or indirectly, as a result of any operations conducted for or by the company, its agents, employees or representatives on the Premises, including all damage or injury to standing or fallen timber, buildings, fences, equipment and all other property, whether real or personal.
2. The Company shall have access to the Premises on the following dates for the survey:

Start:

Completion:

3. ***THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO A SURVEY ON THE PROPERTY OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH THE COMPANY AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***
4. The Company agrees that the City of Fort Worth shall not be liable for any loss, injury or damage whatsoever suffered or incurred by you or your agents, employees or representatives while on the Premises. The Company agrees that it is taking the Premises in their current "AS IS" condition, with no representations or warranties of any nature whatsoever by City.

**SURVEY PERMIT**

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- 5 This permit is not exclusive and City of Fort Worth reserves the right to go on or across, and to permit others to go on and across, the Premises for any purpose whatsoever and to conduct any operations or activities that the Fort Worth may desire
6. Upon the conclusion of the survey operations hereby, you agree to return the Premises as nearly as possible to the same condition they were in upon your entry. You specifically agree to remove all hazardous conditions on the Premises created by your operations
7. If the Premises, or any part thereof, are subject to any outstanding oil and gas leases, timber contracts, pipe line right of way agreements, or any other similar agreements, you agree not to enter upon the Premises for any purpose whatsoever until permission of the lessee, grantee or buyer hereunder has been obtained
8. This permit is granted and made without any warranty of title, either express or implied.
- 9 You agree to provide City within 30 days after completion of your operations with a map of the pipeline survey.
- 10 Prior to the time the Company is entitled to any right of access to or use of the Premises for any survey activity, the Company shall deliver two signed copies pf this Permit to the attention of Jean Petr, Land Agent, Real Property Services, Department of Engineering, City of Fort Worth, 900 Monroe Street, Suite 302, Fort Worth, Texas 76102-6302.
11. Permission granted by this Permit is only for the purposes of surveying for the proposed pipeline and is not to be construed as permission to perform any other type of survey including seismographic survey.

By executing this agreement, the Company agrees and accepts to the terms, conditions and provisions.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_