



**ORANGE COUNTY DRAINAGE DISTRICT**  
8081 Old Highway 90 Orange, Texas 77630  
Telephone: (409) 745-3225 Facsimile: (409) 745-3004  
Website: <http://ocddtx.com>

**PIPELINE AND UTILITY PERMIT APPLICATION PACKET**

1. **Contact the Orange County Drainage District's General Manager to discuss the scope of the Work made the basis of the Application.**
2. Please return the following for processing (in duplicate):
  - a. Permit application form.
  - b. Locator map.
  - c. Plans/profile of pipe or utility crossing.
  - d. Applicant's insurance certificate (in compliance with Schedule A). Note that **The Orange County Drainage District must be named as additional insured.**
3. Check payable to **Orange County Drainage District** for appropriate fee(s) as required.
4. The Orange County Drainage District will attempt to process permit applications within a minimum of thirty (30) days of receiving the above-required information.
5. All questions regarding this application should be addressed to the Orange County Drainage District's General Manager or Assistant General Manager.

**THE STATE OF TEXAS     § ORANGE COUNTY DRAINAGE DISTRICT**  
**COUNTY OF ORANGE     § APPLICATION AND AGREEMENT FOR PIPELINE**  
**§ OR UTILITY PERMIT**

Date: \_\_\_\_\_

\_\_\_\_\_ (“the Applicant”) hereby applies to the Orange County Drainage District (“OCDD” or the “District”) to construct, maintain, and repair pipelines or utilities across the easements, ditches, streams, drainage ways, property, or property interest of the District as described below.

Information required:

1. Name and Address of the Applicant:

\_\_\_\_\_  
\_\_\_\_\_

2. Name and Address of company or agency owning Pipeline or Utility (please indicate if same as Applicant):

\_\_\_\_\_  
\_\_\_\_\_

3. Name and Address of operator of Pipeline or Utility (please indicate if same as the Applicant):

\_\_\_\_\_  
\_\_\_\_\_

4. Name and Address of the contractor responsible for installing the Pipeline or Utility:

\_\_\_\_\_  
\_\_\_\_\_

5. Estimated date of installation of Pipeline or Utility:

\_\_\_\_\_

6. Location of Pipelines or Utilities (Tract No., Survey, Abstract No.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Orange County Drainage District’s easements, ditches, streams, or other drainage ways, property, or property interest to be crossed or affected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Names and Addresses of fee owners of property involved and copy of Pipeline or Utility easements acquired:

---

---

---

---

---

9. Number and size of lines: \_\_\_\_\_

a. Pressure (each line): \_\_\_\_\_

b. Content (each line): \_\_\_\_\_

10. Is this a common carrier pipeline or utility? If yes, please attach the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility as a common carrier serving a public facility or purpose:

---

11. Does the Applicant have the Power of Eminent Domain? If so, state source of authority.

---

12. Will the product be carried for hire or by the owner of the goods?

---

13. Where is the origin of the line?

---

14. Where is the destination of the line?

---

If the requested permit is granted by OCDD, the Applicant, in consideration thereof, agrees and binds itself as follows:

1. The Applicant agrees that all pipelines or utilities will be placed at least **six feet (72")** ***below*** existing or *planned* channel cross sections flow line of the ditch. All overhead electrical transmission lines or other overhead lines shall be installed at least thirty **(30) feet *above*** natural ground level or berm adjacent to the ditch, whichever is highest.

2. The Applicant agrees to furnish all location maps, profiles, and plans concerning the proposed pipeline or utility crossing and submit them with the application.

3. The Applicant agrees to notify the OCDD in writing ten (10) days before the beginning date of construction under this permit.

4. The Applicant will bear the entire expense of *all future relocations* of any pipelines or utilities should such relocation, at the sole discretion of the Board of Directors of Orange

County Drainage District, be necessary for the improvement, alteration, or maintenance of the OCDD's easement or property of interest.

5. The Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the pipelines or utilities are located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the OCDD.
6. The Applicant will notify the OCDD at least forty-eight (48) hours before the completion of its work and remove its equipment from the job site to permit the OCDD to inspect the work.
7. Upon notification by the OCDD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. The Applicant will leave the easement in as near the same condition or better, in the OCDD's sole judgment, as it existed before the commencement of the operations under this permit.
8. The OCDD shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by the Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement.
9. The Applicant further agrees to defend, at its own expense, on behalf of the OCDD, and in the name of Orange County Drainage District, any claim or litigation brought against the OCDD in connection with any such injury, death, or damage.
10. Before construction is begun on such pipeline or utility crossings, the Applicant will furnish to the OCDD a certificate of insurance (or other security approved by the OCDD) payable to Orange County Drainage District and protecting Orange County Drainage District (*as an additional named insured*) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.
11. The OCDD makes no warranties, expressed or implied, in granting this permit, nor does the OCDD purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that the OCDD is not the agent for, nor does it act for, the fee owners or any persons or entities having any right or title to the possession of the land upon which the OCDD's easement or other property interest is located. Furthermore, in granting this permit, the OCDD makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land upon which Applicant constructs, maintains, repairs, or modifies the

pipelines or utilities, made the subject of this application, nor does the OCDD make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that the OCDD, in granting this permit, does not convey or grant to Applicant any rights, title or interest for which it has no legal authority to grant or convey.

12. The Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.
13. The Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with the OCDD in support of this application for the permit. The OCDD's engineer or other representatives may at any time make such inspection as he may deem necessary to assure that the construction of the pipelines or utilities is in accordance with the plans and specifications submitted and said engineer or representative shall have the right to temporarily suspend the Applicant's work, if necessary, while such inspection is being made. Should the Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, the Applicant agrees that the OCDD shall have the right to require, at the Applicant's expense, the removal of the pipelines and utilities and their replacement in conformance to said plans and specifications and conditions of this permit. The OCDD may revoke this permit and suspend all work hereunder if it is determined by the OCDD that the pipelines or utilities are not being installed in accordance with such plans, specifications, and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against the OCDD.
14. Except in emergency situations where it is necessary to protect life and property, the Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from the OCDD prior to the making of any such change. The Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition and in accordance with plans, specifications, and this permit.
15. All pipeline and utility crossing locations under this permit shall be identified with appropriate markers installed three feet above ground on metal posts at such points and at such distances from the OCDD's ditch as may be approved by the OCDD's engineer or representative. The Applicant will remove and replace any markers, when so designated by the OCDD's engineer or representative, as necessary to facilitate maintenance or construction on the OCDD's ditch, easement, or right of way.
16. Applicant agrees to pay the OCDD a permit fee to cover administrative costs of \$800.00, plus reimbursement to the OCDD for any necessary engineering fees that may be incurred for the study and processing of the Application for each crossing of an OCDD ditch. This fee will permit a single pipeline or utility to cross at a single crossing location. The Applicant further agrees to pay the OCDD an additional fee of \$400.00 for each additional line included in the permit application at the same crossing location. In the amounts stated

above, separate permit fees will be charged for each crossing location; however, more than one crossing location may be included in a single application.

17. The Applicant agrees that requests to lay additional lines or lines not included in an initial permit application must be made as a separate application, with new permit fees paid accordingly and supporting data provided.
18. The Applicant agrees to submit all permit fees with the application for a permit.
19. The Applicant agrees that permit fees submitted with this application for pipeline or utility crossings that are not approved by the OCDD Board of Directors will be refunded to the Applicant.
20. The Applicant agrees that permit fees may be waived where the Applicant is a state, county, municipality, or a special political division.
21. The Applicant is allowed four months (120 days) from granting the permit to start constructing the pipelines or utilities crossing. Once started, the Applicant is allowed three months to complete all work under such permit. All construction must be completed within seven months from the permit's issuance date. Upon application, an extension of the periods set forth in this paragraph may be granted by the OCDD Board of Directors or General Manager. Such applications for extension must be received by the OCDD at least thirty days before the expiration of the seven-month period.
22. The Applicant agrees that construction of any pipeline or utility crossing will not begin until the OCDD has given written approval.
23. The Applicant agrees that all provisions of the OCDD's Pipeline and Utility Permit Administration Policy, if any, and all amendments thereto are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.
24. The Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair, or modify the pipeline or utility in the manner set forth herein.
25. The Applicant warrants and represents that its undersigned representative has full authority to bind the Applicant to the terms and conditions of the foregoing Application and Agreement for a Pipeline or Utility Permit.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*(Name of Applicant – Printed or Typed)*

\_\_\_\_\_  
*Title*

**BY:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**SUBSCRIBED AND SWORN**, before me, the Undersigned Authority, by the Applicant, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which witness my hand and seal of office.

\_\_\_\_\_  
**NOTARY PUBLIC – STATE OF TEXAS**

**APPROVAL OF PERMIT APPLICATION BY  
THE ORANGE COUNTY DRAINAGE DISTRICT**

Came on for consideration this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The above and foregoing Application for Pipeline and Utility Permit, and after consideration of the same by the Board of Directors of the Orange County Drainage District, said Application and Agreement for Pipeline or Utility Permit is hereby APPROVED.

\_\_\_\_\_  
General Manager  
Orange County Drainage District

**SCHEDULE "A"**  
**Required Pipeline/Utility Permit Insurance Requirements**

- 1. Commercial General Liability Limits.**  
General Aggregate \$2,000,000  
Products-Com / Ops Agg. 2,000,000  
Personal & Adv. Injury 1,000,000  
Each Occurrence 1,000,000  
Fire Damage 50,000  
Med. Expense 5,000
- 2. Auto Liability Limits.**  
Combined Single Limit 1,000,000 or  
Bodily Injury/Prop. Damage 500,000 / 1,000,000 / 250,000
- 3. Workers' Compensation Limits.**  
Workers' Compensation Statutory  
Employer's Liability 500,000 / 500,000 / 500,000
- 4. Umbrella Liability Limits.**  
Each Occurrence 5,000,000  
Aggregate 5,000,000
- 5. Certificates of Insurance.** Before the commencement of work, the Applicant shall furnish certificates of insurance verifying coverages and limits outlined above and other provisions set forth below. Such insurance shall be provided by insurance carriers acceptable to the District.
- 6. Waiver of Subrogation and Additional Insured Provisions.** Certificates shall verify that commercial general liability, auto liability, workers' compensation, and umbrella liability policies provide "waivers of subrogation" in favor of the District and further reflect that all such coverage under the policies provides "additional insured" provisions in favor of the District.
- 7. Thirty-Day Notice of Cancellation.** Certificates shall verify that all policies provide thirty (30) "Notice of Cancellation" provisions in favor of the District.
- 8. Demand for Additional Coverage.** Each of the above represents the minimum coverage required, which the District may increase, at its discretion, before approval of a pipeline permit application.