

**Orange County Drainage District  
8081 Old Hwy 90  
Orange, Texas 77630  
Main Office (409) 745-3225  
Fax (409) 745-3004**

**PIPELINE AND UTILITY PERMIT APPLICATION PACKET**

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**Contact the Orange County Drainage District General Manager to discuss the scope of the project.**

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1. 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).
2. Check payable to Orange County Drainage District for appropriate fee(s) as required.

Orange County Drainage District will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Orange County Drainage District General Manager.

**THE STATE OF TEXAS**

**COUNTY OF ORANGE**

**ORANGE COUNTY DRAINAGE DISTRICT**

**APPLICATION AND AGREEMENT FOR PIPELINE OR UTILITY PERMIT**

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

\_\_\_\_\_ (hereinafter referred to as “Applicant”) does hereby make application to the Orange County Drainage District (hereinafter referred to as “OCDD”) to construct, maintain, and repair pipelines or utilities across the easements, ditches, streams, drainageways, property or property interest as described below.

Information required:

1. Name and Address of 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 Applicant): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Name and Address of contractor to install Pipeline or Utility: \_\_\_\_\_

\_\_\_\_\_

5. Estimated date of installation of Pipeline or Utility: \_\_\_\_\_

\_\_\_\_\_

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

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7. Orange County Drainage District's easements, ditches, streams, or other drainageways, property or property interest to be crossed: \_\_\_\_\_

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

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

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

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

12. Is this a common carrier pipeline or utility? If yes, please submit 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: \_\_\_\_\_

13. Does Applicant have the Power of Eminent Domain? \_\_\_\_\_

14. Will the product be carried for hire or by the owner of the goods? \_\_\_\_\_
15. Where is the origin of the line? \_\_\_\_\_
16. Where is the destination of the line? \_\_\_\_\_

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

1. All pipelines or utilities will be placed at least five feet (60”) below *existing* or *planned* channel cross sections flow line of ditch, provided that temporary overhead lines for a period not to exceed six months in duration may be installed at a minimum elevation of three feet above the berm of the ditch.
2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will be furnished with this application.
3. The OCDD will be notified in writing ten days prior to the beginning date of construction under this permit.
4. 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 improvement, alteration, or maintenance of the OCDD’s easement or property of interest.
5. 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. Applicant will notify the OCDD at least 48 hours prior to completion of its work and removal of its equipment from the job site to permit the OCDD to make an inspection.
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. Applicant will leave easement in as near the same condition or better, in the OCDD’s sole judgment, as it existed prior to 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 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, including claims and damages arising in whole or in part from the negligence of the OCDD.

It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnify and protect the OCDD from the consequences of the OCDD's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Applicant further agrees to defend, at its own expense, and 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.

Before construction is begun on such pipeline or utility crossings, 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.

9. The OCDD makes no warranties, expressed or implied, in the granting of 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 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.
10. 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.
11. 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 permit. The OCDD's engineer or other representative 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 Applicant's work if necessary, while such inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the OCDD shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its 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 and 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.

12. Except in emergency situations where it is necessary to protect life and property, 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. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.
13. 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. Applicant will remove and then 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.
14. Applicant agrees to pay the OCDD a permit fee to cover administrative costs in the amount of \$\_\_\_\_\_, plus a reimbursement to the OCDD for any necessary engineering fees which 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. Applicant further agrees to pay the OCDD an additional fee of \$\_\_\_\_\_ for each additional line included in permit application at the same crossing location. Separate permit fees, in the amounts stated above, will be charged for each separate crossing location; however, more than one crossing location may be included in a single application.

Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and supporting data provided.

All permit fees must be submitted with the application for permit.

Permit fees submitted with this application for which pipeline or utility crossings are not approved by the OCDD Board of Directors will be refunded to Applicant.

Permit fees may be waived where Applicant is a state, county, municipality, or a special political division.

15. The Applicant is allowed four months (120 days) from the granting of the permit to start construction of 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 date of issuance of the permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the OCDD Board of Directors. Such applications for extension must be received by the OCDD at least thirty days before the expiration of the seven-month period. A new permit fee, in accordance with Paragraph 14 hereof, will be charged for each extension granted.

Construction of any pipeline or utility crossing will not begin until written approval has been given by the OCDD.

16. All provisions of the Pipeline and Utility Permit Administration Policy of the OCDD, if any, and all amendments thereto, are hereby incorporate herein as part of the terms and conditions of this permit for all purposes.
17. 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.
18. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

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

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

BY: \_\_\_\_\_  
Signature

TITLE: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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.

\_\_\_\_\_  
President, Board of Directors  
Orange County Drainage District

