



432-498-4241

PLANNING & DEVELOPMENT DEPARTMENT

1010 E. 8TH ST. STE 114

PIPELINE AND UTILITY AGREEMENT

DATE _____

PERMIT NUMBER _____

APPLICATION

Applicant (Grantee): _____

Address: _____ City, State, Zip: _____

Phone: _____ Cell Phone: _____

Proposed Pipeline shall be _____ inches in diameter; shall be made of _____ (PVC, steel, cast iron); and shall be used for transmission of _____ (water, sewer, oil, natural gas).

Proposed Utility shall be _____ inches in diameter; shall be made of _____ (copper, fiber optic, aluminum, steel, phosphor bronze, etc.); and shall be used for transmission of _____ (telephone, electric, etc.).

Proposed Location is in Ector County, Precinct No. ___ on _____ (name of County Road). The construction of said pipeline shall be:

Please Check One:

Aerial

Cutting/Trenching

Boring

Plowing

A sketch showing location and description of the proposed pipeline is attached to this form and presented as Exhibit C.

Proposed Timeline of construction of the pipeline within the right-of-way will begin on or after the _____ day of _____, 20____, and will be completed on or before the _____ day of _____, 20____.

Work to be performed by contractor? Yes No If Yes, give name, _____

KNOW ALL MEN BY THESE PRESENTS

THE STATE OF TEXAS §
 §
COUNTY OF ECTOR §

That the County of Ector, hereinafter called Grantor, and _____, hereinafter called Grantee, in consideration of the covenants and conditions stated herein, do hereby agree to the following terms, conditions, and provisions:

1. **Permit Application:** No pipeline shall be installed, constructed, rebuilt, relocated, enlarged or otherwise modified within the right-of-way of any Ector County road without a duly executed permit from Ector County. Application for permits shall be submitted to the Ector County Planning and Development Department; and shall be submitted by the owner of the pipeline (or the authorized representative of the owner), who shall represent all parties involved. Pipelines may only be placed in Ector County right-of-ways in such a manner as to cross the county road (as close as possible to perpendicular to the roadway). Any proposed installation of a pipeline parallel to the roadway must be expressly approved by action of the Ector County Commissioners Court.

2. **Rights & Obligations:** It is expressly understood that Ector County does not purport to grant any right, claim, title or easement in this right-of-way; and it is further understood that Grantor may require the Grantee, at the Grantee’s expense, to lower or relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

3. **Specifications & Requirements:** All work within the right-of-way shall be performed in accordance with this policy, specifications, and procedures, and with the county Planning and Development Department instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. Upon the completion of any such construction, installation, removal or lowering, Grantee shall replace and restore all fences relocated or removed during the construction period to the satisfaction of Ector County. Grantee shall pay Grantor reasonable compensation for such fences, walls, structures, or roadway damage, which may not be replaceable or repairable and for all other damages caused by Grantee in connection with the pipeline installation described herein.

4. **Inspection & Maintenance:** Ector County always reserves the right to inspect pipeline crossing installation at the time of construction and thereafter, and to require such changes, maintenance, and repairs as may at any time be considered necessary to provide protection of life and property within the county right of way. The cost of changes, maintenance and repairs of pipelines, and other appurtenances on the right of way will be the responsibility of the grantee. In the event the grantee fails to make corrective measures as directed, Ector County may perform the necessary work and hold the grantee financially responsible.

5. **Warning Signs and Safety Markers:** On county roads where pipeline or utility work is in progress, the undersigned pipeline/utility company or its contractor shall set out temporary traffic control signs and safety marker to warn the public of the work site. Upon completion of the pipeline/utility work on the county road, the undersigned pipeline company or its contractor shall set out permanent warning signs and/or safety markers at the location.

6. **Liability & Hold Harmless:** The Grantee shall be liable for any and all damages to the personal and real property of Grantor and to any third person or persons by reason of Grantee's operations under the terms herein in constructing, installing, repairing, maintaining, using or removing from Grantor's premises or right-of-way the above mentioned pipeline, whether caused by Grantee's negligence or otherwise. Grantee further agrees to indemnify and hold harmless Ector County and its duly appointed agents and employees from any judgment (including expenditures of defending any suit) that may be taken by any third person or persons against Grantor as the result of damages proximately caused by Grantee associated with this permit.
7. **Non-Exclusivity:** The right and privileges granted herein are non-exclusive and Grantor reserves the right to convey similar rights and privileges to such other persons as it may deem proper. In addition, Grantor retains, reserves, and shall continue to enjoy the use of such property for any and all purposes.
8. **Temporary Water Lines:** No Temporary water lines may be placed in or across county right-of-ways unless expressly approved by action of the Ector County Commissioners' Court.
9. **Termination:** The rights and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist or become impossible of performance, or at the request of the Grantor. Should Grantee fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges granted hereby shall terminate, and Grantee shall be liable for all damages to Grantor caused by Grantee's default.
10. **Assignment:** The rights and privileges described herein may or may not be assignable by the Grantee, and any assignment not approved by Grantor may terminate the rights and privileges herein. The rights and privileges granted herein are personal and do not convey any interest in the real property.
11. **Fee:** As per TLGC § 240.907, there will be a \$500 fee for each cut of a County Road during or as an incident to the installation, maintenance or repair of a person's or entity's facilities or properties.
12. **Notification:** The Grantor shall be notified through the Planning and Development Department forty-eight (48) hours prior to start of any work within the county right-of-way.

In consideration of this agreement, the Grantee further agrees, covenants and warrants that: Grantee shall install the pipeline that is the subject of this agreement in accordance with the "POLICY, SPECIFICATIONS AND PROCEDURES FOR PLACING AND INSTALLING PIPELINES WITHIN THE RIGHT-OF-WAY OR CROSSING OF ECTOR COUNTY ROADS AND STREETS" and "MINIMUM DEPTH OF COVER FOR UNDERGROUND PIPELINES AND UTILITIES ON ECTOR COUNTY RIGHT-OF-WAY," herein attached and incorporated by reference and styled Exhibit A.1, A.2, and Exhibit B as adopted by the Ector County Commissioners' Court.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

COUNTY OF ECTOR, Grantor

By: _____
Eddie Landrum Jr.,
Director of Planning and Development

THE STATE OF TEXAS §
 §
COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared, _____, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public, State of Texas

My Commission expires: _____.

PIPELINE/UTILITY COMPANY, Grantee

Signature: _____

Printed Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority on this day personally appeared,

_____ of _____
(Name) (Company or Contractor)

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 said _____ for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public, in and for the State of _____

My Commission expires: _____.

EXHIBIT "A.1"

POLICY, SPECIFICATIONS AND PROCEDURES FOR PLACING AND INSTALLING PIPELINES WITHIN THE RIGHT-OF-WAY OR CROSSING ECTOR COUNTY ROADS AND STREETS.

I. ECTOR COUNTY POLICY

- A. Any person, company, firm, partnership, corporation, or organization of any kind (referred to as the Utility/Contractor) shall apply to the Ector County Commissioners' Court for permission to install pipelines/utilities or do any construction in the right-of-way of any road or street maintained by Ector County.
- B. Crossing under surfaced roads shall be by boring and encasing the line in conduit across entire right-of-way with the exception of natural gas lines.
- C. When evidence is presented indicating the impracticality of boring or tunneling, the Ector County Commissioners' Court may grant permission to cut the paved surface. If approved, trenching, backfilling and resurfacing of the cut shall be done in accordance with the procedures outlined in this specification. The Utility/Contractor shall be responsible for all paving repairs for a period of one year after completion.
- D. Trenching across caliche surfaced and dirt roads will be granted permission provided the requester agrees to comply with the specified repair procedures outlined in the specification.
- E. The Utility/Contractor shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. Necessary signs, barricades, and protective devices shall be used as required to warn the traffic and to provide protection to workers and the public. In instances where the trench cannot be closed at the end of a day, extra precaution will be taken to warn night traffic of the hazard. The use of appropriate barricades and lighting shall be the responsibility of the person making the request for trenching.
- F. When emergency right-of-way repairs are deemed necessary by Ector County, or their designee, to correct a hazardous situation, which is obviously dangerous to the public, the Utility/Contractor responsible for the pipeline shall be notified immediately to rectify the problem. If the Utility/Contractor does not respond within one hour, Ector County will make the repairs and the Utility/Contractor will be billed.

II. SPECIFICATIONS AND PROCEDURES FOR INSTALLATION ON COUNTY RIGHTS-OF-WAY: PIPELINE CROSSINGS

- A. All pipeline installation under the roadbed of a county road within the county right-of-way shall be placed by boring. Where right-of-way widths permit, boring shall extend for a minimum distance of ten feet (10') from either edge of the roadway surface.

- B. All boring under paved roads shall be done with the size diameter of the pipe to be installed for the entire length of the crossing. Upon completion of bore, the contractor must notify the County Planning and Development Director's Office for inspection of line and grade prior to any further boring.
- C. Bore pits shall be located a minimum of ten feet (10') away from the edge of the roadway. Over-cutting in excess of one inch (1") shall be remedied by pressure grouting the entire length of the installation.
- D. All pipelines placed in the right-of-way (whether bored or open cut) shall have a minimum cover of at least thirty-six inches (36") below the surface of the ground (at the bar ditch or the lowest point in the right-of-way).
- E. All pipeline placed in the County right-of-way that requires a cut through a paved roadway shall require the action of the Ector County Commissioners' Court. Such action of the Court is final and shall determine whether this permit is granted or denied.
- F. All petroleum pipelines carrying pressured gas or liquid fuel contents shall be enclosed in satisfactory encasement extending from right-of-way line to right-of-way line, with vents provided at the ends of the encasement.
- G. Any poles, pedestals, vent pipes or other similar appurtenances which must be placed within the right-of way, shall be placed within eighteen inches (18") of the right-of-way line.
- H. When boring is considered impracticable, the Commissioners' Court may consider a variance request to these specifications and grant permission to open cut and backfill a specific installation. In this case, the following conditions shall govern:
 - 1. All backfilling of dirt and/or caliche base, within the entire roadway width, shall be done at optimum moisture, in six inch (6") lifts and compacted sufficiently to obtain 95% Standard Proctor Density. Density tests from reliable laboratory shall be furnished as required by the Ector County or it's duly appointed agents.
 - 2. In lieu of compacted backfill described above, the open-cut ditch, within the entire roadway width, may be backfilled with cement stabilized caliche base: caliche base material must be approved by the County Director of Planning and Development, or their designee; and base material shall be mixed and batched (with transit mix equipment) with 2 sacks of cement per cubic yard mix; and shall have a maximum slump of six inches (6").
 - 3. All cuts, backfill, base replacement and resurfacing are to be performed in a neat and workmanlike manner and shall conform to all directions of the County Planning and Development Department.

4. The Grantee or his designated contractor performing the installation shall contact the County Planning and Development Director's Office at least forty-eight (48) hours before permanent backfilling begins. The contractor shall be liable for all damages proximately caused by Contractor to private and/or county property inside or outside the repair area.
- I. Pavement or roadway damaged by any of the operations associated with this installation shall be required as directed by and to the satisfaction of the Planning and Development Director, or their designee.
 - J. Necessary traffic control devices, including barricades, cones and warning signs (and when necessary, flagmen) shall be provided by the Grantee and used as required to warn the driving public and to provide protection to the workers. All traffic control shall be designed, installed, operated and maintained in accordance with the latest revised edition of the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*. Such design shall be presented as traffic control plan (TCP) during the time of this application or shall be included in the grantee's submission of Exhibit C. The road way shall always be opened to traffic, unless the grantee is specifically authorized by the County Commissioners' Court to temporarily close the road to traffic. All operations shall be conducted in the interest of traffic safety and access to adjacent property.

EXHIBIT "A.2"

ECTOR COUNTY PLANNING AND DEVELOPMENT DEPARTMENT

**MINIMUM DEPTH OF COVER FOR NEW UNDERGROUND PIPELINES AND
UTILITIES ON ECTOR COUNTY RIGHT-OF-WAY**

OCTOBER 1, 2022

FOR UTILITY LINES INSTALLED PARALLEL WITH OR ACROSS ECTOR COUNTY RIGHT-OF- WAY (ROW):

TYPE OF UTILITY	CROSSING PAVEMENT OR PARALLEL LESS THAN 10' FROM PAVEMENT EDGE (See Note #1 & 2 Below)	UNDER DRAINAGE DITCH OR CHANNEL	UNDER NATURAL GROUND & MORE THAN 10' FROM PAVEMENT EDGE
LOW PRESSURE NATURAL GAS (<60 PSI)	60"	36" (42" for Plastic Pipe)	36" (48" for Plastic Pipe)
HIGH PRESSURE NATURAL GAS (>60 PSI) OR LIQUID PETROLEUM PRODUCTS	60"	36" (to Casing Pipe) 54" (to Un-Encased Pipe)	36" (to Casing Pipe) 54" (to Un-Encased Pipe)
TELEPHONE (Copper Cable)	60"	36"	36"
TV CABLE	60"	36"	36"
FIBER OPTIC (Data, Phone, or TV)	60"	42"	42"
SANITARY SEWER	60"	36" (42" for Plastic Pipe)	36" (36" for Plastic Pipe)
WATER	60"	36" (42" for Plastic Pipe)	36" (42" for Plastic Pipe)
ELECTRIC	60"	BY VOLTAGE 36" (<22,001 volts) 42" (22,001-40,001 volts) 48" (>40,001 volts)	BY VOLTAGE 36" (<22,001 volts) 42" (22,001-40,001 volts) 48" (>40,001 volts)

Notes:

- Utility lines installed parallel with ECTOR COUNTY ROW are not permitted under ECTOR COUNTY roads pavement; except as approved by the Ector County Commissioners' Court
- Utility lines installed across ECTOR COUNTY roads pavement, or intersecting ECTOR COUNTY roads shall be placed inside a steel casing pipe.