

TRINITY BAY CONSERVATION DISTRICT

**P.O. Box 599
2500 SH 124
Stowell, Texas 77661
(409) 296-3602**

“PERMIT APPLICATION PACKET”

Contact the Trinity Bay Conservation District to discuss project scope.

- 1) Please return the following for processing in **THREE (3) COMPLETE SETS** (a set consist of one completed Permit Application with original signature with plans, specifications and calculations attached, if required).
 - a) Permit Application form (three signed original sets)
 - b) Project location map
 - c) Plans/profile of installation, boring or entrance
 - d) Centerline/center-point using X, Y and Lat./Long coordinates are required for each boring
 - e) Bond, if required, is to accompany TBCD Bond Form
 - f) Insurance policies or certificate of insurance in the amounts specified in **Schedule “A”** to the Permit
- 2) Check payable to Trinity Bay Conservation District for appropriate fee(s) as required.
- 3) TBCD will attempt to process Permit Application within a minimum of thirty (30) days from the date of Permit receipt; however, Permittee must have all permits including any applicable U.S. Army Corp of Engineers permits required prior to submitting its Permit Application. If the proposed project construction requires the issuance of a U.S. Army Corp of Engineers 408 Permit (33 U.S.C. 408) processing time for a Permit shall be after any minor or major section review as determined by U.S. Army Corp of Engineers.

**TRINITY BAY CONSERVATION DISTRICT
PERMIT FOR INSTALLATION OF PIPELINE, UTILITIES AND/OR OTHER
FACILITIES CROSSINGS ALONG OR UNDER RIGHTS-OF-WAY**

APPLICATION

1. Applicant (Permittee): _____

Address: _____ City, State, Zip: _____

24/7 Contact Name: _____ Fax: _____

Phone: _____ Cell Phone: _____

2. Contractor (if any): _____

Address: _____ City, State, Zip: _____

24/7 Contact Name: _____ Fax: _____

Phone: _____ Cell Phone: _____

3. 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).*

***If the proposed pipeline is a high pressure pipeline, then please see the specifications for installations of such pipeline crossings set forth below.**

4. Proposed Location is across or along Trinity Bay Conservation District (the "TBCD") canal/lateral no. _____ in _____ tract/survey on property owned by _____ in _____ County, Texas.

A drawing showing location and description of the proposed pipeline is attached and incorporated into this Permit Application.

5. Proposed Timeline of construction within the right-of-way will begin on or after _____, 20__; and will be completed on or before _____, 20__.

(Maximum length of permit: Sixty (60) days, unless specifically extended by action of the Board of Directors of TBCD or its designated representative).

6. Insurance; Surety Bond: (a) Applicant (Permittee) and any contractor to perform services for installation of pipeline shall provide certificates of insurance which shall provide coverage to TBCD as shown in **Schedule "A"** and shall provide for the inclusion of TBCD as an additional named insured and shall provide the general commercial liability or commercial liability coverage for the indemnity obligations as herein provided.

(b) Applicant (Permittee) shall provide a surety bond to ensure against loss of or damage or destruction of TBCD facilities in, on, along or related to the canal/lateral identified in paragraph 4 above, if required by TBCD, as follows:

(i) TBCD reserves the right to require a performance bond where the work to be done by the Applicant on TBCD's right-of-way could possibly cause damages to the facilities belonging to TBCD, is deemed to be particularly hazardous, could cause an obstruction to drainage, even if temporary in nature, or if in the opinion of TBCD, other circumstances make the requirements of a bond advisable. In such instances, the Bond would be in an amount set by TBCD, but not less than \$15,000.

(ii) The Bond shall insure to the benefit of TBCD, and shall guarantee the installation or installations are made in accordance with the specifications and conditions of the Permit, and insure TBCD against any damages that might be incurred to its facilities as a result of the exercise of this Permit, and that the site or sites are left in a condition satisfactory to TBCD. The term of said bond must be at least two years commencing on date of execution of the bond form furnished by TBCD. Issued Permit number is to be part of the Bond. The Bond must be in the form attached as **Schedule "B"**.

(iii) Bond shall be furnished to TBCD, and the Bond instrument must reflect the Permit number.

7. Regulatory Permits, Licenses or Approvals: Applicant (Permittee) shall secure and provide to the satisfaction of TBCD all other necessary or required federal, state or local permits, licenses or approvals necessary for the pipeline installation prior to initiating construction.

Applicant (Permittee) proposes to place the above-described pipeline within the right-of-way of the named TBCD Canal/Lateral in _____ County, Texas, and does hereby apply to TBCD for approval of this installation. The location and description of the proposed pipeline and appurtenances is more fully shown on the drawing attached to this Permit Application. Applicant (Permittee) agrees to construct and maintain this installation in the TBCD right-of-way as directed and in accordance with the following Policy and Specifications adopted by TBCD and made a part of this Permit.

Applicant (Permittee) further agrees to provide prior written notice of any change in ownership of the pipeline after the date of approval of this Permit but during such time as the pipeline is operated in, under or along the TBCD Canal/Lateral as set forth in paragraph 4 above. Any subsequent pipeline owner shall be required to assume all obligations under this Permit.

Applicant (Permittee) shall pay an Application fee of One Thousand (\$1,000) Dollars with the presentation of this Application to TBCD and also agrees to pay any additional cost or expense for engineering, legal or onsite project inspection as deemed required by TBCD in order to ensure compliance by Applicant (Permittee) with this Permit.

Date: _____ Signature: _____

Landowner's Signatures* _____

*Applicant (Permittee) shall provide either the landowner's signature on this Permit Application or provide legally sufficient evidence of its authority to be in, over and across property adjacent to the hereinabove-named TBCD Canal/Lateral without the landowner's consent.

APPROVAL:

The Board of Directors of TBCD or its General Manager as its designated representative offers no objection to the location of the proposed pipeline as described in this Applicant and as shown on the attached drawing. No changes in the location of facilities to be made except as shown on the attached drawing. Any such changes without the prior written consent of TBCD or its designated representative shall void this Permit. The pipeline installation shall be performed in strict compliance with the Policy and Specifications which are a part of this Permit. This approval by TBCD in no manner approves the design or construction means or methods for construction of the proposed pipeline. This Permit is not assignable by the Permittee, and any assignment shall terminate the rights and privileges herein.

Date: _____ Signature: _____
TBCD President

Phone: _____

A. Permit Applications: No pipeline shall be installed, constructed, rebuilt, relocated, enlarged or otherwise modified within the right-of-way of any TBCD Canal/Lateral without a duly executed permit from TBCD. Applications for permits shall be submitted only to TBCD General Manager or Drainage Department Manager; 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 TBCD rights-of-ways in such a manner as to cross the named TBCD Canal/Lateral (as close as possible to perpendicular). Any proposed installation of a pipeline parallel to the Canal/Lateral must be expressly approved by action of the Board of Directors of TBCD.

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

C. Access to TBCD Canal/Lateral; Access to Adjacent Property: It is expressly understood that TBCD does not provide by approval of this Permit any access in, over or across lands or property adjacent to the above-named TBCD Canal/Lateral notwithstanding the presence of roads upon which or over which TBCD may have rights for ingress and egress to its

above-named Canal/Lateral. All rights of ingress and egress in, on or upon properties adjacent to the above-named Canal/Lateral shall be the sole responsibility of Permittee. Permittee shall secure adjacent landowner's consent for the performance of any work anticipated for installation of the pipeline crossing specified in this Permit.

D. Specifications & Requirements: All work within the right-of-way of the named Canal/Lateral shall be performed in accordance with this Policy and Specifications and with TBCD's instructions. The installation shall not damage any part of the TBCD Canal/Lateral and any structures or devices located thereupon nor shall the installation in any manner damage any part of any bridge or other structure located in and upon the above-named TBCD Canal/Lateral. Permittee shall not make use of any TBCD facilities without its prior written consent. Adequate provisions must be made by Permittee to cause minimum inconvenience to adjacent property owners. Upon the completion of any such construction, installation, removal or lowering, Permittee shall replace and restore all fences relocated or removed during the construction period to the satisfaction of TBCD.

E. Inspection & Maintenance: TBCD reserves the right to inspect pipeline crossing installations at the time of construction and at all times 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 TBCD right-of-way for its Canal/Lateral. The cost of changes, maintenance and repairs of pipelines and other appurtenances shall be the responsibility of the Permittee. In the event a Permittee fails to make corrective measures as directed, TBCD may contract for necessary work and hold the Permittee financially responsible.

F. Signs: The Permittee shall not erect any signs (fixed or movable) on, or extending over, any portion of the right-of-way of TBCD Canal/Lateral except signage as required for safety and/or regulatory marking purposes.

G. LIABILITY & HOLD HARMLESS: TBCD SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS 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 APPLICATION, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE DISTRICT.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS APPLICATION THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY APPLICANT TO INDEMNIFY AND PROTECT TBCD FROM THE CONSEQUENCES OF TBCD'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 DISTRICT AND IN THE NAME OF TBCD ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE.

BEFORE CONSTRUCTION IS BEGUN ON SUCH PIPELINE/UTILITY(S) CROSSING(S), APPLICANT WILL FURNISH TO TBCD A CERTIFICATE OF INSURANCE (OR OTHER SECURITY APPROVED BY TBCD) PAYABLE TO TBCD AND PROTECTING TBCD (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 **SCHEDULE "A"**.

H. Non-Exclusivity: The rights and privileges granted herein are non-exclusive, and TBCD reserves the right to convey similar rights and privileges to such other persons as it may deem proper.

I. Temporary Water Lines: No temporary or permanent utility lines may be placed in, under or across TBCD Canal/Lateral rights-of-way unless expressly approved by TBCD.

J. Utilities: Permittee declares that prior to filing this Application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this Application is prima facie evidence that the proposed installation will not conflict with any existing utility.

K. No Property Rights Granted: It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this Permit shall not operate to create or vest any property right in said holder.

L. Construction Near TBCD Bridges or Drainage/Water Facilities: No pipeline crossing shall be installed under or within fifty (50') feet of either end or shall cross laterally under any bridge and/or water or drainage structure in the named TBCD Canal/Lateral without the prior written consent of TBCD.

M. Best Management Practices: Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed pipeline installation.

N. Notification: TBCD shall be notified forty-eight (48) hours prior to start of any work within TBCD Canal/Lateral right-of-way.

SPECIFICATIONS FOR INSTALLATION: PIPELINE CROSSINGS

1. All pipeline installations under a TBCD Canal/Lateral within its right-of-way shall be placed by either horizontal or directional boring. Where right-of-way widths permit, boring shall extend for a minimum distance of 10 feet from either edge of the Canal/Lateral. Bore pits shall

be located a minimum of 10 feet away from the edge of the Canal/Lateral. Horizontal or directional boring shall additionally be in accordance with the conditions specified in **Schedule “C”**.

2. All pipelines placed in the TBCD Canal/Lateral right-of-way (bored) shall have a minimum of sixty (60) inches below the lowest elevation of the Canal/Lateral flow line.
3. All pipelines 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.
4. Any poles, pedestals, vent pipes or other similar appurtenances which must be placed within the right-of-way, shall be placed so as not to interfere with any TBCD facilities and shall be painted and/or otherwise marked for clear identification.
5. Any roadway used by TBCD whether owned or not by TBCD which is damaged by any of the operations associated with this installation shall be repaired as directed by and to the satisfaction of TBCD and any affected property owner.
6. Permittee may not jeopardize in any manner the slope or integrity of the above-named TBCD Canal/Lateral or any bridge, road, water or other facility located in, over or along the TBCD right-of-way.
7. If the pipeline is a common carrier pipeline/utility, then Applicant must submit Texas Railroad Commission Form “T-4” or similar form designating the facility as a common carrier serving a public facility or purpose.

TBCD RIGHTS; REVOCATION OF PERMIT

1. Permittee agrees that if TBCD demonstrates a violation of the terms of the policy, Permittee stipulates that requisites for injunctive relief exist and that TBCD is entitled to relief enjoining any conduct which is contrary to its policies.
2. This Permit is a revocable permit. TBCD reserves the right to revoke this Permit at any time, in the sole discretion of TBCD, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by TBCD.
3. Jurisdiction of any claim or cause of action arising under this Permit is hereby established and agreed to as to be filed in the court of competent jurisdiction in Chambers County, Texas.
4. In the event Permittee fails to comply with any or all of the requirements as set forth herein, TBCD may take such action as it deems appropriate to compel compliance.
5. Permittee acknowledges that this Permit and the Policy and Specifications and the remedies set forth above shall be satisfied, and TBCD may look to Permittee for compliance and/or for rights and remedies for non-compliance by any contractor, subcontractor, vendor or business invitee of Permittee who enters in, over, on or across the right-of-way of TBCD for the

above named Canal/Lateral, and notwithstanding any rights, agreements, contracts, obligations or undertakings to the contrary, Permittee assumes as to TBCD all duties, responsibilities and obligations as specified herein whether to be undertaken by Permittee or by said contractors, subcontractor, vendor or business invitee.

By signing below, I certify that I am duly authorized to represent the Permittee named below, and that Permittee agrees to the conditions and Policy and Specifications and other terms and conditions of this Permit.

COMPANY NAME

Address:

By: _____

Its: _____

Phone: _____

Email: _____

SCHEDULE "A"

PIPELINE/UTILITY PERMIT INSURANCE REQUIREMENTS

I. Commercial General Liability Limits:

Each Occurrence	\$1,000,000
Fire Damage to Rented Premises	100,000
Medical Expenses	5,000
Personal & Adv. Injury	1,000,000
General Aggregate	2,000,000
Products-Comp/Ops Aggregate	2,000,000

II. Auto Liability Limits:

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
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III. Umbrella Liability Limits:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

IV. Worker's Compensation Limits:

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000/500,000/ 500,000

Prior to commencement of work, Applicant shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by TBCD.

Certificates shall document Waiver of Subrogation provisions in favor of TBCD on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of TBCD on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document reasonable cancellation provisions to protect the interests of TBCD.

Coverage and Limits set forth above are minimum requirements and may be adjusted by TBCD to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

SCHEDULE "B"

**BOND COVERING PIPELINES, UTILITIES AND/OR OTHER FACILITIES
UNDER OR ALONG RIGHTS-OF-WAY BELONGING TO
TRINITY BAY CONSERVATION DISTRICT**

Permit Number: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as principal and _____
_____ as surety, are held and firmly bound unto Trinity Bay Conservation District (the "TBCD"), a governmental subdivision established under the laws of the STATE OF TEXAS, in the penal sum of _____
_____ DOLLARS (\$ _____), lawful currency of the UNITED STATES OF AMERICA, for the payment of which well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the principal plans to lay, construct, install, maintain and/or repair its pipeline, pipelines, utilities, and/or other facilities under or along one or more ditches, levees or rights-of-way belonging to or under the control of TBCD, located in _____ County, Texas, and under the jurisdiction of the Board of Directors of TBCD Texas, pursuant to the Policy Regarding Issuance of Permits for Pipeline, Utilities and Other Facilities to be installed under or along rights-of-way belonging to TBCD, dated _____, hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal has prepared, or caused to be prepared, the attached Application to lay, construct, maintain and/or repair its pipeline, pipelines, utilities and/or other facilities across ditches, levees and/or rights-of-way in accordance with the accompanying plans, specifications and other documents.

NOW, THEREFORE, the principal shall faithfully perform the construction, installation, maintenance and/or repairs described in the above mentioned Application and accompanying plans, specifications and other documents, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Board of Directors of TBCD, and shall perform each and every, all and singular, the mailers and things in said policy and conditions of the Board of Directors as set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay TBCD all losses and damages which said TBCD may sustain by reason of any failure or default on the part of said principal to perform such obligations. If the principal fails to do the foregoing, then the undersigned surety shall make good on the principal's obligations hereunder in a timely manner.

This bond is payable at the offices of TBCD at 2500 SH 124, Stowell, Texas 77661.

The term of this Bond is two (2) years commencing on the date hereof, and may be continued from year to year by continuation certificate executed by the principal and surety.

EXECUTED this _____ day of _____.

PRINCIPAL

BY: _____
AUTHORIZED OFFICER OR AGENT

SURETY

ATTORNEY-IN-FACT

(ATTACH POWER OF ATTORNEY)

SCHEDULE "C"

Horizontal Bore Method: The horizontal bore method of installation of the pipeline or other proposed facility below the design bottom of the drainage ditch or canal shall have not less than six feet of cover above the top of the casing for the pipe or facility. The pipeline or other proposed facility shall be placed in a steel or other approved casing of larger diameter than the utility or pipeline. Elevation for the proposed steel casing for the utility, pipeline or cable shall be maintained and extended a minimum of two (2) feet beyond either side of design bottom. The facility may be sloped towards the ground surface at a slope not to exceed 3 horizontal to 1 vertical.

Suitable pits or trenches shall be excavated for conducting the boring operations and for placing the pipe. Work shall be sheathed securely and braced in a manner satisfactory to prevent earth caving and in accordance with a Trench Excavation and Shoring Safety Plan.

The location of the pit shall meet the approval of TBCD. The holes are to be bored mechanically. The boring shall be done using a pilot hole. By this method an approximate 2 inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluids in connection with boring operation will be permitted only to lubricate cuttings; jetting will not be permitted.

If unconsolidated soil formations are encountered, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cutting of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.

Directional Bore Method: The directional bore method of installation of the pipeline or other proposed facility below the design bottom of the drainage ditch or canal shall have not less than 10 feet of cover over the top of the pipe or facility. The directional drilling process shall include a magnetic guidance system. The results of the guidance system shall be delivered to TBCD for record.