

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

PLEASE SUBMIT THE FOLLOWING INFORMATION:

- **ORIGINAL EASEMENT DOCUMENTS**
  - 2 ORIGINAL STANDARD CITY OF FORT WORTH PIPELINE EASEMENT AGREEMENTS EXECUTED BY COMPANY
  - 2 ORIGINAL, SEALED EXHIBIT "A" SURVEY DOCUMENTS
    - Survey plat of easement
    - Legal description of City property (Metes and Bounds)
- **ADDITIONAL INFORMATION**
  - Deeds to the property if not previously submitted with pipeline survey permit for the subject property
  - Company ROW Agent contact information (Name, company, phone, e-mail, fax)
  - 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 determine if the pipeline alignment is feasible. Following staff review and approval, the pipeline easement must be approved by Fort Worth City Council. Please allow 4-6 weeks following staff approval for Council approval. Pipelines across City Parkland require additional time and approvals.***

### **CITY OF FORT WORTH GUIDELINES FOR GRANTING NATURAL GAS PIPELINE EASEMENTS:**

- 20' WIDE EASEMENT STANDARD
- WILL GRANT UP TO 30' WIDE EASEMENT FOR 24" PIPELINE

- 20 YEAR TERM
- 1 PIPELINE PER EASEMENT
- \$43.75/LF (2007)
  - Fee changes annually
  - Separate fee for each pipeline
  - New fee if pipeline is upgraded
- NO FLOWBACK (SALTWATER) LINES
- WILL CONSIDER FRESH WATER LINES IN SEPARATE EASEMENT
- LOCATION MUST BE REASONABLE

UNDERGROUND PIPELINE EASEMENT AGREEMENT

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF TARRANT   §

This Underground Pipeline Easement Agreement (this Agreement”) is entered into between the City of Fort Worth, Texas, a municipal corporation of Tarrant County, Texas (“GRANTOR”) and \_\_\_\_\_ acting by and through \_\_\_\_\_ (GRANTEE”)

For and in consideration of GRANTEE constructing improvements on Grantor’s property and other good and valuable considerations in hand paid, the receipt of which and sufficiency of which is hereby acknowledged, and in consideration of the covenants contained herein, GRANTOR and GRANTEE agree as follows:

1. Subject to the terms of this Agreement, GRANTOR hereby grants and conveys to GRANTEE an easement (the “Easement”) over, under and across the property described in Exhibit “A” attached hereto (the “Easement Tract”). This grant and conveyance is made subject to all matters of record affecting the Easement Tract
2. The term of this Easement shall be for twenty (20) years.
3. The Easement shall only be used for the purpose of constructing, maintaining, operating, repairing, altering, replacing, and removing a \_\_\_inch pipeline and appurtenant facilities for the transportation of natural gas across, under and upon the Easement Tract.
4. GRANTOR reserves and retains the right to grant other rights and easements across, over or under the Easement Tract to such other persons as GRANTOR deems proper, provided such other grants do not interfere with the use of the Easement by GRANTEE for the purpose set forth herein.
5. GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the right herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement and the right from time to time to cut, undergrowth and other obstructions on the Easement Tract, that may injure, endanger or interfere with the use of said pipeline. Grantee shall also have the ability to remove any trees in the Easement Tract and surrounding areas with the written approval of Grantor. The GRANTEE shall have the right to assign this grant in whole or in part with the written consent of GRANTOR.

6. GRANTOR hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above-described land or other places requiring extra work space, then GRANTEE shall have the right and temporary access to additional working space which may be necessary for construction and GRANTEE agrees to pay GRANTOR for any and all damages which GRANTOR suffers by reason of GRANTEE'S use of said additional work space.
7. This easement is granted upon the conditions that GRANTEE's Facility to be constructed shall be maintained and operated by GRANTEE at no expense to GRANTOR and GRANTOR shall not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of GRANTEE's Facility.
8. GRANTOR shall not be liable to GRANTEE for any damage to said easement or GRANTEE's Facility or other contents thereof, except when caused by the willful misconduct of GRANTOR, its agents, servants or employees. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties but that this agreement shall be solely for the benefit of the parties hereto.
9. GRANTEE shall diligently repair any damage to improvements on the Easement Tract or surrounding property and shall restore the surface of the Easement Tract and surrounding property from damage resulting from GRANTEE's use of the Easement Tract.
10. GRANTEE shall, at its own cost and expense comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of GRANTEE's use thereof.
11. The GRANTEE agrees to bury all pipes at a minimum of 36 inches, however if the pipeline is underneath a road or a water, sewer, or drainage pipe, the natural gas pipeline shall be buried at a minimum of 60 inches.
12. It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.
13. The GRANTEE is the owner and operator of the natural gas pipeline that has been installed within the easement, and as such is responsible for the proper operation and maintenance of the pipeline. In this regard, GRANTEE covenants and agrees to, and by these presents does hereby fully indemnify, hold harmless and defend the GRANTOR, its officers, agents and employees, from and against any and all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property, including death, resulting from, or in any way connected with, the grant of the easement or operation and maintenance of the

natural gas pipeline, whether or not caused, in part, by the negligence of officers, agents, or employees, of the GRANTOR; provided however, that the Grantee shall have no liability or obligation to indemnify, hold harmless or defend with respect to any injury or damage to persons or property resulting from the sole negligence of officers, agents or employees of the GRANTOR.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the right and easement herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purpose herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

Executed to be effective as of the date of the last signature of GRANTOR and GRANTEE.

GRANTOR  
City of Fort Worth

By: \_\_\_\_\_  
Marc A. Ott, Assistant City Manager

Accepted on the Terms and Conditions Contained Herein:

COMPANY NAME  
COMPANY ADDRESS  
COMPANY ADDRESS

By: \_\_\_\_\_  
\_\_\_\_\_, President

Approved as to Form and Legality

\_\_\_\_\_  
Assistant City Attorney

AFTER RECORDING, PLEASE SEND TO  
Jean Petr, Land Agent  
City of Fort Worth  
900 Monroe, Suite 404  
Fort Worth, Texas 76102

