

**CITY OF HAMPTON
STATE OF GEORGIA**

RESOLUTION NO. 2025-25

**A RESOLUTION AUTHORIZING ACCEPTANCE OF CONVEYANCE
OF PERPETUAL RIGHT OF WAY ENCROACHMENT EASEMENT FROM
COLONIAL PIPELINE COMPANY TO THE CITY OF HAMPTON FOR
THE INSTALLATION OF A WATER MAIN AS DESCRIBED IN COLONIAL
PIPELINE ENCROACHMENT NO. JRD-573-196B-2025-2.**

WHEREAS, the Mayor and Council are the governing body of the City of Hampton, Georgia (“City”); and

WHEREAS, the Mayor and Council are tasked with protecting and promoting the health, safety, morals, and welfare of the citizens of the City of Hampton; and

WHEREAS, on February 20, 2025, Colonial Pipeline Company provided the City of Hampton Permanent Encroachment Agreement No. JRD-573-196B-2025-2 for perpetual encroachment easement for city water main.

WHEREAS, said Permanent Encroachment Easement is shown as attached “Attachment A” Permanent Encroachment Agreement proposed for dedication to the City of Hampton; and

WHEREAS, said area of Encroachment within Colonial Pipeline Company Right-of-way is described as CPC Loc. 0573 Tract No. 196B, Map: 0573022S, Line No. 17, 12-inch, Henry County, Georgia been submitted pursuant to the Subdivision Regulations; and

WHEREAS, an off-site infrastructure improvement plan has been reviewed by the City of Hampton engineer indicating the proposed easement dedication and design intent adheres to best practice standards for road design and City of Hampton water infrastructure regulations and design standards; and

WHEREAS, the Engineer of Record is required under Section 3-7 of the Subdivision Regulations to submit an “as-built” drawing of the public improvements including water, sewer, and drainage; and

WHEREAS, in order to provide orderly development of the utility improvements, the City deems it in the best interest of the City of Hampton that the Conveyance as Permanent Encroachment Easement Agreement be accepted and the same become part of the public street system of the City of Hampton.

NOW, THEREFORE BE IT RESOLVED, by a majority vote of the Mayor and Council of the City of Hampton, that dedication and acceptance of utility easement within as shown on the encroachment easement agreement is hereby approved.

Read and adopted in the Regular meeting of the City of Hampton held on April 2, 2025.

ATTEST:



Interim, City Clerk



City of Hampton
Henry County, Georgia

BY: 

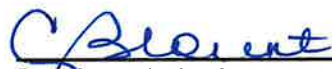


Certification

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council, and that said resolution has been entered in the official records of said Council and remains in full force and effect the 8th day of

April 2025.



Interim, Clerk Signature

Federal Employers Identification #586000588



ROW-F02
Colonial Pipeline Company
Encroachment Agreement

Colonial Pipeline Company
3120 Parrott Avenue
Atlanta, GA 30318

Encroachment No.: JRD-573-196B-2025-2

Date: 2/20/2025

Encroaching Party:

City Of Hampton

17 E Main Street South

PO Box 400

Hampton, Georgia 30228

478-767-8430

jconner@cityofhampton.onmicrosoft.com

Attn: Justin Conner

Re: Encroachment Agreement – CPC Loc. 0573 Tract No. 196B , Map:0573022S, Line No. 17, 12 inch in Henry County, Georgia.

Colonial Pipeline Company has no objections to your proposed 16 inch ductile iron pipe in a 30 inch steel casing encroaching upon Colonials 12” line 17 petroleum products pipeline as approved by Colonial’s field representative, subject to the following conditions:

1. Notify State utilities protection center, in accordance with local, State and Federal laws. Colonial will not inspect or approve any work, until a locate notice (Dial 811) has been issued. Notify **Jerrold Dewberry** by cell phone at **(470) 989-1184** at least two (2) working days prior to any construction, subsequent maintenance, or repair, so that Colonial may provide a representative on the site. If he cannot be reached, then notify **Scotty Davis** at **678/492-3492**
2. No excavation or construction is permitted over Colonial’s pipeline(s) or within its right of way without a Colonial representative being present. The location of the pipeline(s) shall be identified prior to the beginning of any mechanical excavation work. If the location of the pipeline(s) is not known, only hand excavation will be allowed. Based on circumstances at the encroachment site, Colonial’s representative has the authority to determine the extent of hand excavation required. However, absent special permission from Colonial’s Representative, no mechanized ditching or excavation shall be allowed within five (5) feet of the extremities of the pipelines. **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF THE PIPELINE(S) MUST BE ACCOMPLISHED BY HAND.** Where hand excavation is required, the encroaching party must provide adequate manpower to perform that work. Subgrading, grading, and placement of fill over Colonial’s pipeline(s) will require the approval of Colonial’s field representative as to method and extent.

3. Full access must be maintained to the pipeline(s) at all times. Stockpiling of fill, including spoil, or topsoil over the pipeline(s), is not permitted, unless approved by the Colonial representative.
4. Underground utilities (i.e. storm drains, water lines, telephone, electric, etc.) may cross the easement, providing they maintain a minimum vertical clearance of twenty four (24) inches, **except where horizontal directional drilling methods are used, then sixty (60) inches will be required** over or under Colonial's pipeline(s), and cross at as near a perpendicular angle as practical. Septic drain fields and or sewage drains used for percolation are not permissible inside the pipeline easement. All utility crossings of Colonial's pipeline(s) and respective easements must be constructed of galvanized steel, ductile iron double wrapped with poly wrap, reinforced concrete, or schedule 80 PVC for the entire width of the right of way being crossed.
5. Blasting within the immediate vicinity of Colonial's right of way shall be conditionally allowed. The contractor, planning blasting within 200 feet (61 m) of a pipeline or when scaled distance values at the pipeline are less than 50, must give advance notification of proposed blasting and submit a completed blasting plan (Form 3005), to be approved by Colonial, prior to the commencement of any blasting operations. A Colonial inspector is required to be on site to observe all drilling, loading, and blasting operations. The contractor shall provide in-progress seismic readings and blasting reports as required in Colonial Standard ES-13-108. All blasting operations must meet the requirements of this standard as well as Occupational Health and Safety regulations contained in CFR Title 29, Part 1926, Subpart U – Blasting and Use of Explosives.
6. Any erosion control measures required for your development including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of Colonial's right of way will require the approval of Colonial's field representative as to equipment and method. Under no circumstances shall water be impounded on the pipeline(s) right of way.
7. Upon request of the encroaching party, landowner or their agents, Colonial will determine the approximate location of its pipeline(s) and right of way limits; however, in doing so, Colonial makes no warranty as to the accuracy of the locations and measurements given. Colonial also cannot provide assurance that its permanent line markers are positioned directly over its pipeline(s).
8. Original vegetation on Colonial's right of way shall not be disturbed except in areas of approved construction and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at contractor's expense along Colonial's easement boundaries if Colonial's field representative deems it necessary; to ensure that contractor traffic does not travel over the pipeline(s).
9. Permanent structures are not permitted on the right of way. Manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles are considered permanent structures. No fences or temporary structures shall be allowed in the right of way without the express approval of Colonial's representative. Temporary structures include such items as signs, trailers, temporary power poles, etc.

10. Heavy equipment shall not be permitted to operate over the pipeline(s) unless earth padding has been provided to protect the pipeline from vibrating. Temporary equipment crossings over the pipeline(s) are permitted with six (6) vertical feet of cover over the pipeline(s) at selected locations as approved by Colonial's field representative. Depth of pipe as determined by test holes will determine amount of temporary fill required. Colored sheets of plastic shall be placed under the temporary fill at original grade so that original grade will not be disturbed when temporary fill is removed. No equipment or vehicles may be parked on the right of way. No material may be stored on the right of way.
11. The encroaching party acknowledges that Colonial's pipelines utilize impressed electrical current ("cathodic protection") for the protection of the steel. Only Colonial personnel will correct any loss of this protection caused by the encroaching party. The cost to correct this damage will be paid by the encroaching party. Further, encroaching party recognizes there may be some risk of damage to your facilities because they are in close proximity to said cathodic protection system and, therefore, any damages to encroaching party's facilities resulting from Colonial's impressed electric current shall be encroaching party's responsibility.
12. Only low growing ornamental type shrubbery with a maximum expected height of four (4) feet shall be allowed within the right of way. In addition, no pipeline marker shall be obscured from public view.
13. Relocation or removal of Colonial's pipeline markers shall not be permitted without the approval of a Colonial representative. Pipeline markers made unusable or damaged shall be repaired or replaced at the encroaching party's expense.
14. Parallel occupancy of the pipeline's easement with road right of way, or utilities is not permitted. Crossing shall be as near as a perpendicular angle to the easement as practical.
15. All proposed roadways, driveways and parking areas should maintain a minimum of six feet (6') from top of pipe to top road surface and three (3) feet minimum vertical cover in open drainage or road ditches. Colonial's Engineering may increase these minimum requirements as determined by a stress analysis of the pipe, and other variable conditions and factors. Colonial may consider concrete protection slabs, per Colonial's specifications as an option, to be installed to protect the pipeline(s).
16. Any and all pipeline(s) within the proposed road, parking, or railway area, will be excavated and visually inspected, with the possible reapplication of pipeline coatings applied, by a Colonial contractor, at the full expense of the encroaching party. Colonial requires that the pipeline coating system be evaluated for suitability of service in relation to the proposed encroachment. Should Colonial deem that the coating system is insufficient due to increased soil stresses or other factors, Colonial will, at the developer's expense, upgrade the pipeline coating to accommodate the proposed encroachment. Colonial will backfill the inspected area to its standard, and will not be held responsible for compaction. (NOTE: A Pipeline Accommodation Agreement for reimbursement to Colonial shall be executed between Colonial and the encroaching party prior to such adjustment.)

17. Cover above the pipeline(s) shall be a minimum of 6 feet, and in general a maximum of six (8) feet, unless approved by the Right of Way Coordinator.
18. The burning of trash, debris, etc. shall not be permitted within Colonial's right of way.
19. Should any damage occur to the herein permitted encroachment, as a result of Colonial exercising any of its rights at any time, Colonial will not be responsible for said damage; and any expense or monetary cost involved in the repair of said damages will be borne by owners of said damaged encroachment.
20. Encroaching party agrees to defend and hold Colonial Pipeline Company harmless from all loss, cost, or other expense, including personal property and bodily injuries, whether occurring to it or to Colonial, or the respective employees, agents and servants of either, or to third parties, which are proximately caused by or arise from the installation, maintenance, or repair of the herein permitted works, with the exception of claims due to the sole negligence of Colonial Pipeline Company.
21. This approval is granted only to the extent of and with no actual or implied diminishment of Colonial's rights and interests and without either express or implied warranty.
22. Fences shall be constructed with gates sufficiently large enough to allow Colonial's personnel and equipment the right of ingress and egress. Fence posts shall be installed at least five (5) feet to the side of any pipeline, with the approval of the field representative.
23. If the approximate location of the pipeline(s) is required, steel prod bars, shovels, and electrical sending devices may be used by Colonial's field personnel only. It should be noted that these methods are only approximate and can be misleading. The exact location of the pipeline(s) can best be found with test pitting.
24. If test pitting is required to determine the exact location, and elevation, of the pipeline(s), the Encroaching party agrees to notify the undersigned at least two (2) working days in advance, so that he may provide a Colonial field representative to be at the site. This representative must be present during the test pitting for the protection of the pipeline(s), and for the common verification of its location. All costs for this test pitting, and for the Colonial representative, will be borne by the encroaching party. Any engineering based on Colonial or other design criteria stemming from the amount or location of this test pit data is the responsibility of the encroaching party.
25. Colonial reserves the right to open, cut, excavate and dig across the proposed road, railway, sidewalks, avenues, utility lines, or any other encroachment herein granted by this agreement, and in any such event, Colonial shall not be liable for the restoration of same, or the payment of any damages to the encroaching party.

26. Excavation or grading which might result in erosion or which could render the right of way inaccessible shall not be permitted unless the encroaching party agrees to restore the area and provide protection to Colonial's pipeline(s). Any erosion control measures within the right of way including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways will require approval of the Colonial representative, as to equipment and method.
27. If construction on the aforementioned project is not initiated within one calendar year of the date of this letter of agreement, then Colonial Pipeline shall have the right to reconsider the conditions and privileges herein granted, and have full right to alter same, dependant upon current protocol.
28. The encroaching party agrees that all work on Colonial's right of way shall be performed in a Workmanlike manner and in compliance with all applicable government and industry standards and codes.
29. Upon failure of the encroaching party, owner or his agents to comply with any of the Terms of this Agreement, Colonial will provide Encroaching Party with advance written notice of any intent to revoke this Agreement in its entirety, prevent same from continuing any activity in violation of the terms of this Agreement or its rights under its easements and prior agreements and make any necessary repairs or adjustments to its pipeline(s) or right of way with its own or contract forces at the expense of the party requesting the encroachment.
30. Colonial Pipeline Company will have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.
31. Notwithstanding anything to the contrary in this Agreement, Encroaching Party is not allowed to perform the encroaching activities contemplated hereunder without first paying Colonial for any Accommodation Work necessary to be performed by Colonial to protect its pipeline(s) and rights of way from those encroaching activities. Additionally, if such Accommodation Work is required, the encroaching activities will not be initiated until said Accommodation Work is completed. Said Accommodation Work and estimate therefore should have been outlined in detail in previous correspondence to Encroaching Party. If such previous correspondence has not been received, Encroaching Party is required to request same.
32. Should your project be ongoing in close proximity to Colonial's pipeline(s) for an extended period of time, it will be necessary for a Colonial representative to be on-site for a significant duration. Accordingly, since such extended inspection time is outside the scope of Colonial's normal operations, you will be billed for that representative's time. Colonial's policy is to bill for any inspection time in excess of a total of 10 hours (cumulative for that project) and for any evening, weekend or holiday time.
33. This agreement approves only the work specified above all utility encroachments will need to be approved by the local inspector for Colonial Pipeline Company.
34. The following special conditions shall apply, and be required for this project.

Please signify acceptance of the above conditions by a proper official in the space provided below, and return to the Right of Way Coordinator's office. Colonial Pipeline will notify you to proceed with your project upon receipt of the signed original.

Sincerely,

Jerrold Dewberry
Colonial Pipeline Representative

Encroachment No.: JRD-573-196B-2025-2

ACCEPTED AND AGREED TO THIS 20th DAY OF February 2025.

Ann N Tarpley

(signature)

City of Hampton
(company)

BY: *Ann N Tarpley*
(name, typed or printed)

TITLE: *Mayor*
(typed or printed)

Original: Right of Way Department