

CAMERON COUNTY  
DRAINAGE DISTRICT  
NUMBER ONE

MASTER DRAINAGE PLAN

Board of Directors

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ADOPTED  
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## RECORD OF CHANGES

Changes:

- 2.1 C  
D
- 2.2 B
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G  
H  
I

## RECORD OF CHANGES

Changes:

- 2.1 C  
D
- 2.2 B
- 2.3 E  
G  
H  
I

## INTRODUCTION

### **1.1 BACKGROUND**

Cameron County Drainage District Number One was created by the Commissioners' Court of Cameron County on the 22<sup>nd</sup> day of January 1910. The creation of the District by the Commissioners' Court of Cameron County was validated by the Legislature of Texas under Senate Bill Number 240 on 25<sup>th</sup> day of February 1929. Therefore, Cameron County Drainage District Number One, as it now exists, is a Conservation and Reclamation District under Article 16, Section 59 of the Texas Constitution, having been converted by Chapter 45 of the Session Laws of 1929. Chapter 56 of the Water Code enumerates the specific powers and duties of the District. To a certain extent, Chapter 49 of the Water Code provides supplemental authority for action.

Cameron County Drainage District Number One was originally bounded to the north by the Cuates Resaca, on the west by the east line of Share Number One, a subdivision of the Espiritu Santo Grant, on the south by the Resaca de la Guerra and the Resaca del Rancho Viejo, on the east between the Resaca del Rancho Viejo and the Resaca de la Guerra, by the east line of Partition Share Number 29, and between the Resaca del Rancho Viejo and the Cuates Resaca by the east line of Partition Share Number 32. The land within the District contains 81, 126 acres of land, more or less; however, the District is only responsible for drainage ditches which it specifically designates, in writing, as being under its care and control.

In August 2007, Cameron County Drainage District Number One annexed the area which was originally part of Cameron County Drainage District #2, which comprises an area of land generally located in the Southmost area.

The District's primary function is to provide adequate and quality drainage to the southeastern portion of Cameron County. This purpose is fulfilled through the continual maintenance of the District's drainage facilities and the control of development within its bounds.

The District is governed by a Board of Directors who are appointed to two year terms by the Cameron County Commissioners' Court. Regular Meetings of the Board of Directors are held on the first Wednesday of each month. Special Meetings may be called at any time. Agendas for District Meetings are typically posted on the front door

of the District Headquarters building, located at 3510 Old Port Isabel Road in Brownsville. Agendas are also filed with the County Clerk.

## **1.2 PURPOSE**

The purpose of this Drainage Manual is to establish principles and practices for the design and construction of drainage systems that are governed by the District.

## **1.3 MAIN DRAIN JURISDICTION.**

Although the District has drainage jurisdiction over all of the areas within its geographical boundaries, it cannot provide maintenance and service to all ditches within such area. The ability of the District to provide services is constrained by the amount of expenses it incurs in providing manpower, equipment, supplies and administrative services which it incurs on a daily basis. These expenses should not exceed the income which the District receives in the form of its ad valorem tax revenue.

The District therefore has exercised maintenance and control over the Main Drains which are described in section 7 of this Plan. Lateral Drains are not, as a matter of District Policy, intended to be routinely maintained and serviced by the District unless and until the District, in its sole discretion, makes a finding that the assumption of maintenance responsibilities over such lateral drain is in the best interest of the District and its citizens based upon the findings that (i) there is a probability that by not accepting the lateral drain, the future water flow would cause hardship, harm and damage to its downstream residents of Cameron County Drainage District No. 1 and (ii) the District has the current and anticipated revenue flow to absorb the incremental costs of assuming such responsibilities.

## **DEVELOPMENT**

### **2.1 RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH PLATTING**

- A. It is suggested that each owner or subdivider of land first secure a copy of the District's rules and regulations governing development within the District to become familiar with the District Master Drainage Plan and then confer with the District before preparing a preliminary plan of the proposed subdivision.
- B. The subdivider or developer will be required to install, at his own expense, all drainage facilities and structures in accordance with the District's standards and specifications governing same, including all

engineering costs covering design, layout, and construction supervision. Preliminary plans and layouts for all drainage facilities shall be submitted by the subdivider or developer to the District for study by the District Engineer along with the submission of the preliminary plat of the subdivision. Final construction plans shall be submitted by the subdivider or developer at the time of filing the final plat with the District in the same number as required of the subdivision plat. The District will only accept care and control over drainage ditches which fulfill criteria established from time to time by the District.

- C. There will be no participation by the District in the cost of any drainage facilities within the subdivision except in the event of the requirement for oversize facilities to serve land areas and improvements beyond the subdivision in question, or to serve other subdivisions. Each installation of this character and the terms and extent of the District's participation will be considered individually upon the merits of each facility and the conditions involved and the approval of same shall be at the sole discretion of the District.
- D. The Policy of the District regarding the Implementation and Enforcement of the Master Drainage Plan shall be based on the goal of providing adequate drainage to the citizens within the District. Absent exigent and compelling circumstances, the District will not permit the artificial diversion of subdivision water runoff away from its natural and historical water courses to any other retention facilities within the District unless such retention facilities are located solely within such subdivision.

## **2.2 POLICY REGARDING THE SUBDIVISION OF LAND WITHIN THE DISTRICT**

- A. Subdivisions within Cameron County Drainage District Number One, which are adjacent to, or have District facilities within the proposed subdivision, shall show, on the subdivision plat, a minimum 100 feet wide "fee simple" right-of-way unless the recorded right-of-way document indicates that the right-of-way is only an easement, or that the right-of-way is a different width. In case the recorded right-of-way or easement has a different width, the recorded right-of-way or easement shall be shown along with a notation of the volume, page, and location where it is recorded. In some cases, a width greater than the minimum will be necessary in order to effectively maintain a drainage ditch. The General Manager reserves the right to require additional right-of-way in

such situations. Compensation will be provided for additional right-of-way that is deeded to the District along its main drainage ditches if it is determined that additional right-of-way is essential to the function of that drain. Compensation may not be granted for land deeded under detention ponds or along lateral drains.

- B. The applicant for subdivision approval shall provide the District with a “topographic and boundary survey plat” of the land to be subdivided. The plat shall show all recorded easements within and adjacent to the tract to be subdivided, including the owner of the various easements, and the recording information. The plat shall include cross-sections of any of the District’s facilities’. The maximum distance between cross-sections shall be 250 feet. The plat shall show the outside toe or the spoil bank, the top of the spoil bank, and the flow line/physical centerline of the drainage ditch. Any resacas lying within the proposed subdivision shall be reflected on the plat and shall provide information on the plat showing (i) the owners of the submerged portions of the resaca within the subdivision, (ii) the owners of any easements pertaining to the resaca and (iii) all other agreements affecting the resaca or the water contained therein. The applicant shall provide the calculations to the District regarding the amount by which the maximum storage capacity of such portion of the resaca (as determined by the District Manager and District Engineer in their sole discretion) exceeds the mean level of storage capacity contained within such portions of the resaca (as determined by the District Manager and District Engineer in their sole discretion).
- C. The applicant shall provide for any increased flow in the District’s facilities in accordance with the provisions of Section 56.142 of the Texas Water Code.
- D. Facilities owned and operated by the District are, or should be, capable of providing storm water retention/detention and ditch flow to accommodate a run-out rate of 0.63 of a cubic foot per second per acre (Run-off coefficient = 0.25, 100 year rainfall rate of 2.5 inches per hour for a 4 hour storm).
- E. The applicant shall compute the amount of increased flow from his development on the following basis; for subdivisions with an average lot size of 0.5 acre or more, restricted to allow only single family residences on the lots, the runoff rate will be 0.88 of a cubic foot per second per acre (Run-off coefficient = 0.45, 100 year rainfall rate of 2.5 inches per hour for a 4 hour storm), less 0.63 of a cubic foot per second per acre,

for a net increase runoff rate of 0.25 of a cubic foot per second per acre. For all other subdivision, the runoff rate will be 1.51 cubic feet per second per acre (Run-off coefficient = 0.60, 100 year rainfall rate of 2.5 inches per hour for a 4 hour storm), less 0.63 of a cubic foot per second per acre, for a net increase runoff rate of 0.88 of a cubic foot per second per acre. The District shall prorate the runoff rates for residential subdivisions with lots greater than 5,000 square feet, but less than 0.5 acre.

F. The applicant may provide for the amount of increased flow from his development by:

1. constructing the drainage ditch and improvements in the District's facilities, in accordance with plans and specifications approved by the District, or
2. demonstrating to the District that the increased flow from the development has been accounted for through an alternative drainage and retention method (i.e. drainage ditches owned and maintained by another government entity) that will remain and endure for the life of the development and will not create any additional burden on any District facility, or
3. requesting that the District utilize its manpower and equipment to construct the drainage ditch and improvements upon such terms, conditions and prices which would reimburse the District for the costs which it incurs in performing such functions, which costs shall be established from time to time by the District. The current reimbursement charge for the construction of drainage ditch's its determined:

(i) by calculating and paying an amount determined by measuring the distance from the developments entrance into the Districts ditch to the ditch's outfalls into San Martin Lake, multiplied by \$0.2527 per foot times the amount of the increased runoff (cubic feet per second) from the development, or

(ii) by calculating and paying an amount equal to an amount equal to the amount of net increased runoff, for a 4-hour storm, in acre-feet multiplied by \$7,341.02 per acre-foot.

The funds deposited will be utilized to reimburse the District and shall be placed into the District's General Fund. The construction of

improvements within District facilities must be approved by the District. A Performance Agreement, Letter of Credit or other sufficient guaranty approved by the District must be approved prior to the beginning of construction of any improvements within District facilities (see appendix for examples of these documents).

G. 1. Drainage Facilities of Other Governmental Entities

To the extent that any portion of development provides for an alternative drainage and retention method through drainage ditches owned and maintained by another governmental entity, then such portion of the development will not be included in the acreage used to compute and mitigate the increased flow pursuant to Section 2.2 D, E and F. A statement which is signed and sealed by a registered professional engineer in the state of Texas will be required for exemption under this section of the Manual.

2. Resacas Which Do Not Impact District Ditches.

To the extent that any portion of a development provides for an alternative drainage and retention method through the use of resacas which do not impact or affect any drainage ditches or facilities owned or maintained by the District, and specifically provided that the development abuts and includes submerged land under the resaca, then the developer may be allowed to mitigate its retention requirements upon the following conditions:

- (a) The District may consider entering into a Water Storage and Transportation Easement with the Developer if the District, in its sole discretion, determines that (i) such easement is in the best interests of the community and (ii) such easement is in the best interest of the District;
- (b) The District General Manager and the District Engineer, in their sole discretion, determine and establish (i) a mean water level, (ii) a mean storage level for the increased flow from the development, and (iii) an allowance for extraordinary runoff which shall be a safety factor allowance;
- (c) The Developer executes a Water Storage and Transportation Easement with the District in such form and substance as determined by the District, wherein the

District agrees to accept the easement for storage purposes, but with absolutely no obligation to maintain, dredge, deepen, improve or repair the Resaca or the easement running thru it. (see appendix for example of this document); and

- (d) The Developer executes an Acceptance and Transfer of Storm Water Storage and Transportation Rights with the District in such form and substance as determined by the District, wherein the Developer agrees to the amount by which the storage capacity for water runoff in that portion of the Resaca which is within the development exceeds the mean level of water storage (as determined by the District Manager and District Engineer in their sole discretion) will be allowed as credit against the Developers Retention requirements.

If the Developer decides to not avail itself of the procedure provided in this subsection G (2), the Developer must then comply with the provisions of Section 2.2 subsections C thru F.

#### H. Hardship Exemption.

A subdivider of a tract of land which is going to be used for personal use only may request an exemption from the requirements of this Section 2.2 from the Board of Directors of Cameron County Drainage District Number One; provided: (i) the subdivider/owner has not subdivided any land within the District within 10 (ten) years prior to the date of the request, (ii) the subdivided property will be used by the subdivider/owner and a family member within the second degree of sanguinity of the subdivider/owner as evidenced by sworn affidavit, (iii) that the use of the land being subdivided will be restricted to “single family residential use”, (iv) there is not a commercial transaction relating to or surrounding the subdivision of the property, and (v) the subdivider/owner does not realize any financial gain from the subdivision or conveyance of the property.

(i) A subdivider of a tract of land which is going to be subdivided for residential lot sales may request an exemption from the requirements of this Section 2.2 from the Board of Directors of Cameron County Drainage District Number One; provided that the replatted subdivision will create fewer and larger residential lots that currently exist in the subdivision being replatted.

(ii) A subdivider of a tract of land which is going to be subdivided for single family residential lot sales with a minimum size of one half acre per lot may request an exemption from the requirements of this Section 2.2 from the Board of Directors of Cameron County Drainage District Number One.

I. Reserve Areas.

- (i) In the event that a proposed subdivision provides for a “Reserve” Area, which “Reserve Area” is not scheduled for immediate development, then such “Reserve” Area may be temporarily exempted from the acreage used to compute the increased flow. In order to qualify for this temporary exemption, the subdivider must clearly delineate on the Plat (both in the form of a note placed within the affected reserve area on the face of the plat as well as in the dedication) the following language:

Developer acknowledges that Reserve Area(s) \_\_\_\_\_ is/are not in compliance with the Master Drainage Plan of Cameron County Drainage District No. 1. Developer warrants that no sale or development of Reserve Area(s) \_\_\_\_\_ will occur until such time that the owner of the Reserve Area(s) fully complies with the then existing Cameron County Drainage District #1 Master Drainage Plan.

- (ii) Additionally, the Developer must execute a document, in form and substance acceptable to Cameron County Drainage District #1, which document will evidence the recognition by the Developer of the temporary exemption of the Reserve Area(s) from compliance with the Master Drainage Plan and the agreement by the Developer, its successors and assigns that there shall be no construction or permanent improvements made upon any portion of any Reserve Area(s) until such time as the Owner of the Reserve Area fully complies with the then existing Cameron County Drainage District #1 Master Drainage Plan.

## **2.3 PROCEDURE FOR PRELIMINARY APPROVAL OF DRAINAGE REPORT**

- A. As a service to the applicants, the District will review and provide preliminary approval or disapproval of Drainage Reports in order to avoid delays which may arise at the formal approval level from a nonconforming Drainage Report. An applicant may seek the preliminary approval of a Drainage Report by submitting the following items:
1. A completed District Application Form (See appendix A)
  2. Proposal plat of the land to be subdivided. The proposed plat shall be accompanied by a preliminary plan for both on-site and off-site drainage as more specifically required in Sub-paragraph E below.
  3. Topographic Map of the land to be subdivided.
  4. 8.5” by 11” copy of the NFIP Flood Zone Map showing the exact location of the proposed subdivision. This map should clearly show the flood zone designation and the panel number. (See appendix B)
  5. A Drainage Report that states the name of the affected Drainage Facility along with a statement of how storm water runoff from the development will eventually reach that facility. This Drainage Report should also indicate the amount of storm water runoff that the subdivision will produce according to the District’s Drainage Policy set forth in Section 2 above. Finally, a statement of how the engineer plans on complying with the District’s Drainage Policy should be included. Pursuant to Texas Water Code Section 49.211, the Drainage Report shall include a map containing a description of the land to be subdivided and must show an accurate representation of (1) any existing drainage features, including drainage channels, streams, flood control improvements, and other facilities; (2) any additional drainage facilities or connections to existing drainage facilities proposed by the Applicant’s plan for the subdivision; and (3) any other parts of the Applicant’s plan for the subdivision that may affect drainage. This map may be combined as part of the “topographic and boundary survey plat” required under Par. 2.2 (B) and 2.3 (B) and (C). This Drainage Report shall be signed

and sealed by a Registered Professional Engineer in the State of Texas.

- B. Upon receipt of the documents listed in Section 2.3 above, plus the application fee, the District and its Engineer shall review the submitted materials and shall then either make a recommendation for approval or disapproval.

## **2.4 PROCEDURE FOR FORMAL APPROVAL OF PLAT AND DRAINAGE REPORT**

- A. Applications for the placement of a subdivision onto the Agenda of a Regular Meeting of the Board of Directors should be made at least two weeks prior to the meeting. The following documents shall be submitted:
  - 1. A completed District Application Form (See appendix A)
  - 2. Proposed plat of the land to be subdivided. The proposed plat shall be accompanied by a preliminary plan for both on-site and off-site drainage as more specifically required in Sub-paragraph E below.
  - 3. Topographic Map of the land to be subdivided.
  - 4. 8.5” by 11” copy of the NFIP Flood Zone Map showing the exact location of the proposed subdivision. This map should clearly show the flood zone designation and the panel number. (See appendix B)
  - 5. A Drainage Report that states the name of the affected Drainage Facility along with a statement of how storm water runoff from the development will eventually reach that facility. This Drainage Report should also indicate the amount of storm water runoff that the subdivision will produce according to the District’s Drainage Policy set forth in Section 2 above. Finally, a statement of how the engineer plans on complying with the District’s Drainage Policy should be included. Pursuant to Texas Water Code Section 49.211, the Drainage Report shall include a map containing a description of the land to be subdivided and must show an accurate representation of (1) any existing drainage features, including drainage channels, streams, flood control improvements, and other facilities; (2) any additional

drainage facilities or connections to existing drainage facilities proposed by the Applicant's plan for the subdivision; and (3) any other parts of the Applicant's plan for the subdivision that may affect drainage. This map may be combined as part of the "topographic and boundary survey plat" required under Par. 2.2 (B) and 2.3 (B) and (C). This Drainage Report shall be signed and sealed by a Registered Professional Engineer in the State of Texas.

- B. A plat shall be prepared and submitted to the District for approval and subsequent recording in the office of the county clerk. Four (4) prints of this final plat and four (4) copies of the completed District Application Form shall be submitted to the District at least fourteen (14) days prior to the regular meeting of the Board at which approval is requested. The Board shall take action at the next regular Board Meeting and either approve or disapprove or specify changes to be made to comply with this rule.
- C. In addition to the drainage requirements mandated by The District, the plat shall also conform to the drainage requirements, if any, of the governmental entity having jurisdiction over platting (e.g. Cameron County, City of Brownsville). The drainage requirements of the other jurisdictions shall be co-extensive and concurrent with the drainage requirements of the District.
- D. Where the plat submitted for approval covers only a part, a unit, or increment of the owner's or subdivider's entire holding or ultimate subdivision, a sketch of future development and drainage facilities shall be provided.
- E. The approval of the plat by the District does not constitute official acceptance of the proposed subdivision by the District, but does constitute an authorization to begin and proceed with the preparation of the final subdivision plat. There shall be no work in the field on the proposed subdivision until the final plat has been approved and accepted in official actions by the District, or its authorized representatives, and the instrument recorded in the office of the county clerk, except and unless upon the written approval of the District being cognizant of such approval.
- F. Final plat shall be accompanied by proposed construction plans for both on-site and off-site drainage. Plans shall include both plan and profile drawings.

- G. The plat shall bear a properly executed dedication of all easements and rights-of- way intended for drainage use by the District, such dedicatory instrument to be signed by the owner or owners, and by all other persons or parties having a mortgage or lien interest in the property.
- H. Before final approval of the plat by the District, there shall be filed with the appropriate governmental agency (e.g. City or County) the following:
  - 1. A title opinion from a title company licensed to do business in the State of Texas, or licensed attorney in the State of Texas, stating the ownership of the property, as well as all others having a mortgage or lien interest in the property.
  - 2. Tax certificates from all taxing entities stating that all current taxes have been paid.
- I. Final plat shall contain proper signature blanks for certificate of approval to be filled out by the District or the District's Engineer.
- J. After approval of the plat by the District, one (1) blue-line print of the recorded plat shall be furnished to the District. Upon completion of construction, an As-Built set of construction plans pertaining to all applicable drainage facilities (e.g. culvert crossings, utility and pipeline crossings) shall be provided to the District.
- K. Approval of the plat shall expire if the subdivision is not developed within a one-year period from the date of final approval.

## **2.5 FEES**

- A. Final Plat Application Fee
  - 1. Application Processing Fee – one hundred fifty and no/100 dollars (\$150.00), payable by cash or check, submitted with the District Application Form (blank forms furnished by the District).
  - 2. The Applicant shall be responsible to the District for Engineering costs incurred during construction and/or inspection of permitted work. The District shall provide estimate for said costs to the applicant, who shall then cause said amount to be placed in

deposit with the District. The District shall refund any amounts not spent after construction is completed in a satisfactory manner. If additional costs are incurred beyond amount placed in deposit with the District, the District will invoice the Applicant. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to reasonable attorney fees and all costs of court occasioned by such event.

## **2.6 POLICY FOR THE APPROVAL OF CERTAIN CONSTRUCTION PLANS FOR SUBDIVISIONS AFFECTING DISTRICT FACILITIES**

Any connection to, entrance to, utility crossing of, or culvert crossing of a District facility must be approved. In the case of subdivisions, a separate permit is not necessary since the proposed subdivision is required to gain District approval. The applicant for a new subdivision shall, however, place on the cover page of the construction plans, a Cameron County Drainage District Number One Signature Block for approval of the plans with regard to how the construction will affect District facilities (See appendix C). If no connection to, entrance to, utility crossing of, or culvert crossing of any District facility is proposed within a subdivision, the Cameron County Drainage District Number One Signature block for approval will not be required on the construction plans.

## **2.7 POLICY FOR THE APPROVAL OF DETENTION FACILITIES**

Detention facilities should be completed within one year of the date of the approval, by the District, of a subdivision. The detention facility should be built in accordance with the approved construction documents. Any changes to the approved construction documents must be submitted and approved in writing prior to the final inspection of a detention facility. "As-Built" plans should be provided to the District Manager prior to the final approval of the detention facility. The District Manager may require soil stabilization, such as established grass, prior to acceptance of a detention facility. The District Manager may require a warranty for certain elements of a completed detention facility.

## **2.8 AMENDMENT OF POLICY**

The District reserves the right and authority to amend, alter or modify any of the policies contained herein based on a change in the District's statutorily delegated duties under the Texas Water Code or any other applicable state or federal law. The District further reserves the right and authority to amend, alter

or modify any of the policies contained herein based on a change in the District's procedural needs to effectuate the powers granted to the District under the Texas Water Code or any other applicable state or federal law.

### **UTILITY, PIPELINE AND CABLE CROSSINGS**

#### **3.1 UTILITY, PIPELINE AND CABLE CROSSINGS**

- A. All utilities, pipelines, and cables, either publicly or privately owned shall obtain a permit from the District prior to any construction to cross any drainage facility within a District held easement, or District right-of-way. All crossing permits shall be approved by the Board of Directors of the District.
- B. All utilities, pipelines, and cables shall cross a District facility within 20 degrees of perpendicular to that facility. No utility, pipeline, or cable shall be located within and parallel to a District easement, right-of-way, and/or facility. Exceptions may be made, by the Board of Directors, in special extreme circumstances in which there may be an overriding public necessity.

#### **3.2 PROCEDURE**

- A. Seven (7) days prior to the regularly scheduled Board Meeting of the District at which approval is desired, the applicant shall submit to the District the following:
  - 1. Six (6) copies of the completed District Application Form (See appendix G).
  - 2. Six (6) copies of engineering drawings providing details of the crossing. Drawings shall include both a plan and profile view, the limits of the District's easement or right-of-way, and physical location
  - 3. Application processing fee.
- B. District staff shall review the submitted materials. The Board shall take action on the application at the next Regular Board Meeting and either approve, disapprove, or specify changes to be made to comply with this rule.

#### **3.3 REQUIREMENTS**

- A. Top of utility, pipeline, or cable shall be a minimum of five (5) feet below the existing flowline of the channel being crossed, or five (5) feet below the projected flowline of the channel as provided by Section 7 of this Manual. Proposed utility, pipeline, or cable must stay at this depth for the entire width of the existing easement or right-of-way, and then may be sloped towards the ground surface at a slope not to exceed 3:1. If it is impractical or impossible to locate the proposed line at least five feet below the proposed flow line, then a concrete cup may be used to protect the line (see 3.3B for details).
- B. All pipelines with a working pressure exceeding 200 pounds per square inch shall be constructed with a concrete pad over the line. Pad shall extend one (1) foot on either side of the edge of the pipeline for the total length of the District's easement or right-of-way, and shall be twelve (12) inches thick. Top surface of pad shall be a minimum of five (5) feet below the existing flowline of the channel being crossed, or five (5) feet below the projected flowline of the channel. District may release the requirement for a concrete pad if the pipeline is directionally drilled under the easement or right-of-way, and is at least ten (10) feet below the existing flowline of the channel.
- C. Upon completion of the crossing, the applicant shall install markers on either end of the crossing, at the District's easement or right-of-way limits. Said markers shall be approved by the District, and shall be in place prior to release of the bond, letter of credit, or other approved guaranty. It shall be the applicant's responsibility to maintain the markers in legible condition.
- D. The applicant shall provide the District with forty eight (48) hours notice prior to the start of construction.
- E. Overhead electrical lines shall be permitted under the following conditions:
  - 1. Poles shall be more than two (2) feet within any ditch right-of-way;
  - 2. The line shall be de-energized during District maintenance of the District facility; and
  - 3. Wires shall have a minimum ground clearance of twenty-five (25) feet.

### **3.4 ACCESS PERMIT**

Upon approval of the application by the Board, the District shall prepare an access permit for execution by the District and the applicant, granting the applicant the license to cross the District facility. The applicant shall deliver the executed Access Permit (see Appendix H), along with a check for the County recording fee, to the District. The District shall be responsible for recording the access permit and will return the original to the applicant. The District shall retain a certified copy of the permit. The permit shall be termed as permanent or temporary. Access permits shall have no force or effect upon easements or rights-of-way granted by others to the District unless an easement or right-of-way is also granted to the applicant by the owner or the tract of land in question.

### **3.5 BOND**

The applicant shall provide to the District a bond, cash, letter of credit or other approved guaranty in an amount to be determined by the District prior to the issuance of the Access Permit. The bond, letter of credit or other approved guaranty must be made payable to the District, and shall be on (or of) a form acceptable to the District. Cash may be in the form of a certificate of deposit to be placed with the District. Interest earned on a deposit shall be payable to the applicant. The bond, letter of credit, or other approved guaranty shall be in force for a period of not less than one (1) year from the date on the Access Permit. The District shall release the bond, letter of credit, or other approved guaranty within six (6) months after an inspection of the construction site is made by the District and the District is satisfied that the site has been restored to acceptable conditions.

### **3.6 FEES**

- A. Application Processing Fee – Ten dollars (\$10.00), payable by cash or check, submitted with the District Application Form.
- B. The applicant shall be responsible to the District for Engineering costs incurred during the review of the application. The District shall provide an estimate for said costs to the applicant, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after approval of the application is granted. If additional costs are incurred beyond the amount placed in deposit with the District, the District will invoice the applicant. The

applicant shall reimburse the District said costs prior to approval of the application by the District. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to reasonable attorney fees and all costs of court occasioned by such event.

- C. The applicant shall be responsible to the District for Engineering costs incurred during construction of permitted work. The District shall provide an estimate for said costs to the applicant, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after construction is completed in a satisfactory manner. If additional costs are incurred beyond the amount placed in deposit with the District, the District will invoice the applicant. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to reasonable attorney fees and all costs of court occasioned by such event. The applicant shall reimburse the District said costs prior to release of bond or letter of credit.

## **CULVERT CROSSINGS AND DRAINAGE CONNECTIONS**

### **4.1 CULVERT CROSSINGS AND DRAINAGE CONNECTIONS**

- A. All new culvert crossings of District facilities shall be governed by and shall meet the requirements stated herein. Exceptions may be made, by the Board of Directors, in special extreme circumstances, in which there may be an overriding public necessity.
- B. All drainage connections to District facilities shall be governed by and shall meet the requirements stated herein. Exceptions may be made, by the Board of Directors, in special extreme circumstances, in which there may be an overriding public necessity. Minor connections such as field drains may be approved by the General Manager.

### **4.2 PROCEDURE**

- A. Seven (7) days prior to the regularly scheduled Board Meeting of the District at which approval is desired, the applicant shall submit to the District the following:

1. Six (6) copies of the completed District Application Form (see appendix I).
  2. Six (6) copies of engineering drawings providing details of the crossing. Drawings shall include both a plan and profile view, the limits of the District's easement or right-of-way, and physical location.
  3. Six (6) copies of a map indicating the drainage area affected by the proposed work.
  4. Application processing fee.
- B. The District Staff shall review the submitted materials. The Board shall take action on the application at the next Regular Board Meeting and either approve, disapprove, or specify changes to be made to comply with this rule.

#### **4.3 REQUIREMENTS**

- A. Open ditch connections to existing channels are prohibited. The applicant shall use pipe of approved material and size to connect the proposed drain or ditch to the existing channel.
- B. Culverts shall be bedded and backfilled with suitable material to prevent settlement and wash outs. Concrete rip-rap or other suitable erosion prevention material may be required. District staff at any time prior to final approval of the improvements.
- C. Construction of pipe drains into District facilities shall require the pipe to be bedded and backfilled with suitable material to prevent settlement and wash outs. The downstream end of the pipe shall be no higher than one (1) foot above the flowline, and the pipe shall be oriented downstream in the channel. Concrete rip-rap, or other suitable erosion prevention material, may be required.
- D. A map showing the drainage area affected by the proposed work shall indicate the total number of acres within the drainage area. Land use shall remain agricultural, or additional requirements for detention may be required by the District.
- E. The applicant shall provide the District with forty eight (48) hours notice prior to the start of construction.

- F. The applicant shall pay for all materials related to the proposed work.
- G. Should a permitted facility become damaged by the applicant or others, the applicant shall pay for replacement of materials, and shall reimburse the District for all labor and equipment costs incurred in replacing or repairing the structure. Should the permitted facility be damaged by the District, the District shall bear all costs associated with the replacement or repair of the facility.
- H. Should a permitted facility deteriorate from natural causes, the applicant shall pay for replacement materials only. The District shall bear all labor and equipment costs incurred in replacing the structure.
- I. If proposed work requires enlargement or modification to an existing District facility, all work must comply with the District's Master Drainage Plan.
- J. Any permit issued under this section may only be assigned upon approval of the District.

#### **4.4 ABANDONMENT OF PERMIT**

A permit shall be considered permanent until such time the facility is declared abandoned by the applicant, or is unused for a period of five (5) years. If the applicant discontinues use of the permitted facility for a period of five years or more, the District reserves the right to remove any improvements and restore the area to its original condition. Any pipe material salvaged will remain property of the applicant, and will be left at the, off the District's easement or right-of-way.

#### **4.5 FEES**

- A. Application Processing Fee – Ten dollars (\$10.00), payable by cash or check, submitted with the District Application Form.
- B. The applicant shall be responsible to the District for Engineering costs incurred during the review of the application. The District shall provide an estimate for said costs to the applicant, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after approval of the application is granted. If additional costs are incurred beyond the amount placed in deposit with the District, the District will invoice the applicant. The applicant shall reimburse the District said costs prior to approval of the

application by the District. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to reasonable attorney fees and all costs of court occasioned by such event.

- C. The applicant shall be responsible to the District for Engineering costs incurred during construction of permitted work. The District shall provide an estimate for said costs to the applicant, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after construction is completed in a satisfactory manner. If additional costs are incurred beyond the amount placed in deposit with the District, the District will invoice the applicant. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to reasonable attorney fees and all costs of court occasioned by such event.

#### **4.6 EXISTING FACILITIES (UNPERMITTED)**

- A. Should an existing facility (one installed prior to the effective date of this rule) become damaged by the applicant or others, the applicant shall pay for replacement materials (applicant will be liable to meet District materials standards which may cost more than the original unpermitted materials), and shall reimburse the District for all labor and equipment costs incurred in replacing or repairing the structure. Should an existing facility be damaged by the District, the District shall bear all costs associated with the replacement or repair of the facility.
- B. Should an existing facility (one installed prior to the effective date of this rule) deteriorate from natural causes, and the applicant initially paid the costs of the materials, the applicant shall pay for replacement materials only. The District shall bear all labor and equipment costs incurred in replacing the structure.
- C. Should an existing facility (one installed prior to the effective date of this rule) deteriorate from natural causes, and the District initially paid the costs of the materials, the District shall bear all labor and equipment costs incurred in replacing the structure.

## **NON-CASH CHARITABLE CONTRIBUTIONS**

### **5.1 NON-CASH CHARITABLE CONTRIBUTIONS**

The District, on a case by case basis, may consider and act upon a request by a landowner/taxpayer to transfer and convey real property to the District without the payment of consideration, with such transfer and conveyance being made as a non-cash charitable contribution.

In certain instances, a developer or landowner may desire to make a contribution and gift of real property to the District, and upon making such contribution and gift may qualify for a deduction, for tax purposes, of either the donor's basis in real property or the fair market value of the property at the time of such gift, depending on the circumstances. Under such procedure, IRS Form 8283 would be prepared and signed by the District upon the transfer and conveyance of the real property.

BEFORE ANY DONATION OF REAL PROPERTY IS MADE TO THE DISTRICT, THE DONOR SHOULD SEEK ADVICE FROM DONOR'S ATTORNEY AND ACCOUNTANT. THE DISTRICT MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, PERTAINING TO THE DEDUCTIBILITY, FOR TAX PURPOSES, OF ANY REAL PROPERTY TRANSFERRED AND DONATED TO THE DISTRICT BY A TAXPAYER AS A CHARITABLE CONTRIBUTION.

## **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

### **6.1 COMPLIANCE**

**ALL IMPROVEMENTS PERFORMED OR CONSTRUCTED ON REAL PROPERTY WITHIN THE JURISDICTION OF THE DISTRICT OR WHICH AFFECTS ANY DISTRICT FACILITIES OR ANY DRAINAGE DITCH OVER WHICH THE DISTRICT HAS ASSUMED CARE AND CONTROL, SHALL AT A MINIMUM, FULLY COMPLY WITH ALL RULES AND REGULATIONS PROMULGATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ("TCEQ").**

### **6.2 TCEQ GENERAL STORM WATER PERMIT**

#### **A. NOTICE OF INTENT TO DISCHARGE**

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This section will be inserted upon the publishing of the general storm water permit by the TCEQ.

**B. SIX MINIMUM CONTROL MEASURES**

This section will be inserted upon the publishing of the general storm water permit by the TCEQ.

**MAIN DRAINS**

**(Information concerning the following District drains is available at the District.)**

**7.1 MAIN DRAIN NUMBER ONE**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.2 MAIN DRAIN NUMBER TWO**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.3 MAIN DRAIN NUMBER THREE**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.4 CHICAGO DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.5 NOPALITO DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.6 BAYVIEW EAST DRAIN**

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- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.7 BAYVIEW WEST DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.8 DISTRICT NUMBER 10 DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.9 SHARE 43 DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.10 LOS FRESNOS EAST DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.11 DELTA FARMS DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.12 SHARE 14 DRAIN (SOUTH)**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.13 SHARE 14 DRAIN (NORTH)**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

**7.14 OLMITO DRAIN**

- A. GENERAL CROSS SECTION
- B. GENERAL SLOPE
- C. FLOW CAPACITY

# **Application Form for Subdivision**

# APPENDIX A

## APPLICATION FOR REVIEW OF SUBDIVISION PLAT

- A.) Name or identifying title of subdivision \_\_\_\_\_
- B.) Subdivider  
Name \_\_\_\_\_ Property Owner Yes No  
Address \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_
- C.) Licensed surveyor or Engineer  
Name \_\_\_\_\_  
Address \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_
- D.) Location of Proposed Subdivision \_\_\_\_\_  
\_\_\_\_\_
- E.) Proposed Plat Attached Yes No
- F.) Topographical Map Attached Yes No
- G.) Flood Zone Map Attached Yes No
- H.) Drainage Report  
1.) Affected Drainage Facility \_\_\_\_\_  
2.) How does storm water runoff reach that facility?  
\_\_\_\_\_  
3.) Calculated Runoff (According to District Policy)?  
\_\_\_\_\_  
4.) Engineers Statement on how the developer plans to comply with District Policy.  
\_\_\_\_\_  
\_\_\_\_\_
- 5.) Map showing the following (plat will be sufficient if all if these items are included) Pursuant to Texas Water Code Section 49.211.  
a.) Any existing drainage features including drainage channels, streams, flood control improvements, and other facilities.  
b.) Any additional drainage facilities or connections to existing drainage facilities or connections to existing drainage facilities proposed by the Applicant's plan for the subdivision; and  
c.) Any other parts of the Applicant's plan for the subdivision that may affect drainage.  
6.) This drainage report shall be signed and sealed by a Registered Professional Engineer in the State of Texas.
- I.) Acres of Easement / Right-of-way dedicated to District 1. \_\_\_\_\_
- J.) The undersigned hereby requests review by Cameron County Drainage District #1 of the above identified subdivision plat.  
Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

---

Amount Paid \_\_\_\_\_  
Date \_\_\_\_\_

Fee Received by \_\_\_\_\_  
Signature / Title \_\_\_\_\_

# NFIP Flood Zone Map

# APPENDIX B

# **CCDD#1 Approval Signature Block**

# APPENDIX C

## CERTIFICATION FOR DRAINAGE DISTRICT #1

THIS PLAT OF “\_\_\_\_\_” HAS BEEN SUBMITTED TO CAMERON COUNTY DRAINAGE DISTRICT NO.1 OF CAMERON COUNTY, TEXAS. APPROVAL IS HEREBY GIVEN TO THE SUBDIVISION AS IS RELATES TO AND MAY AFFECT FACILITIES OF THIS DISTRICT. NO CONSIDERATION HAS BEEN GIVEN TO ANY OTHER MATTER. ANY CHANGES IN THIS PLAT AFTER THIS DATE SHALL CAUSE APPROVAL TO BECOME VOID. FAILURE TO RECORD THIS PLAT IN THE MAP RECORDS OF CAMERON COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

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

Ernesto Gamez, Jr., PRESIDENT

# Encroachment License

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# APPENDIX D

## LICENSE AGREEMENT

This Agreement is made and executed effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Cameron County Drainage District No. 1 (hereafter called “the District”) and \_\_\_\_\_ (hereafter called “Utility”).

WHEREAS, Utility desires to cross Drain Ditch \_\_\_\_\_ at station \_\_\_\_\_, said station is located upstream \_\_\_\_\_ ft from the Center line of \_\_\_\_\_. (Road or Street)

WHEREAS, Utility has applied to and requested of District for permission to use a part of a part of a right-of-way and easement belonging to the District, for a utility crossing conforming to the attached construction plan attached as Exhibit “A”.

WHEREAS, the District is in agreement that a license shall be granted to Utility, pursuant to the following terms and conditions:

NOW, THEREFORE, in consideration of the promises, covenants and warranties hereafter made by Utility, the District does hereby agree to the following:

1. Granting of License

Cameron County Drainage District No.1 does hereby grant a license to Utility to erect and maintain, at Utility's sole expense and liability, the proper facility crossing a portion of the District's right-of-way and easement along the Drain Ditch No. One, which facility shall be erected in accordance with the graphic depiction attached hereto as Exhibit "A" and incorporated herein for all purposes. In consideration of the foregoing license, Utility agrees to construct and install, at Utility's sole expense, the facility which it desires to construct on or over the right-of-way and easement belonging to the District. Such facility (hereafter called "the Improvements") shall be constructed in accordance with the requirements imposed by the District, and may not be constructed in such a manner so as to interfere with the use of the easement and right-of-way by District. All improvements must be identified in detail on the plans and specifications prior to their construction.

2. Extraordinary activities of the District may require that the facility be removed to accommodate the anticipated activities of the District in either maintaining or improving its ditch. In such event, Utility shall be given a least fourteen (14) days' written notice by the District of the requirements that the fence be temporarily removed. Utility shall, at its sole expense, remove such fence to prevent it from being damaged or destroyed by the District's equipment during its activities. Upon completion of the maintenance and/or improvement activities, Utility may re-erect the facility within the easement area. In accordance to the plans approved by District, allowing for any changes in the District's Ditch.

3. Any failure or refusal by Utility, its heirs or assigns, to keep the improvements maintained in good condition, after reasonable request and notification by District, shall terminate this License Agreement. Such termination shall be effective upon the filing of a written notice of termination and cancellation in the office of the County Clerk of Cameron County, Texas, together with notice of termination and cancellation mailed or delivered to Utility, or any subsequent Utility of the land affected hereby, at the last address of such Utility found in the office of the Tax Assessor Collector of Cameron County, Texas.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CAMERON COUNTY DRAINAGE  
DISTRICT NO. 1

By: \_\_\_\_\_  
Ernesto Gamez, Jr., President

UTILITY:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ACKNOWLEDGMENTS

THE STATE OF TEXAS    )  
  )  
COUNTY OF CAMERON    )

This document was acknowledged before me by Ernesto Gamez, Jr., as President of Cameron County Drainage District No. 1 and on behalf of said corporation, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

(Individual Acknowledgment)

THE STATE OF TEXAS    )  
  )  
COUNTY OF CAMERON    )

This document was acknowledged before me by \_\_\_\_\_, in his individually capacity, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

(Corporate Acknowledgment)

THE STATE OF TEXAS    )  
  )  
COUNTY OF CAMERON    )

This document was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, and on behalf of said corporation, on the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

---

Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

# Letter of Credit

# APPENDIX E

## SAMPLE OF DEFERRED PAYMENT LETTER OF CREDIT NO. \_\_\_\_\_

**BENEFICIARY:** CAMERON COUNTY DRAINAGE DISTRICT NO. 1  
3510 OLD PORT ISABEL ROAD  
BROWNSVILLE, TEXAS 78526

**APPLICANT:** \_\_\_\_\_

**AMOUNT:** \$ \_\_\_\_\_ U. S. CY.

**MATURITY:** \_\_\_\_\_, 20\_\_

THE FOREGOING AMOUNT WILL BE PAID BY BANK ON THE MATURITY  
DATE AGAINST BENEFICIARY'S DRAFT DRAWN ON  
\_\_\_\_\_ BANK.

### SPECIAL INSTRUCTIONS:

- 1) THIS MATURITY DATE OF THIS LETTER OF CREDIT MAY BE  
EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM  
MATURITY DATE THEREOF, IF WE RECEIVE AT LEAST FORTY-

**FIVE (45) DAYS PRIOR TO THE ORIGINAL MATURITY DATE,  
NOTICE FROM BENEFICIARY, THAT IT ELECTS AND AGREES TO  
CONSIDER THIS DEFERRED PAYMENT LETTER OF CREDIT  
RENEWED FOR AN ADDITIONAL ONE YEAR PERIOD, AT WHICH  
TIME WE WILL MAKE PAYMENT ON THE DRAFT OF BENEFICIARY.**

**“THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE  
FOR DOCUMENTARY CREDIT (1933 REVISION) INTERNATIONAL  
CHAMBER OF COMMERCE, PUBLICATION NO. 500.”**

# **Performance Agreement**

# APPENDIX E

## PERFORMANCE AGREEMENT

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF CAMERON   §

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Cameron County Drainage District Number One (the “District”), and \_\_\_\_\_, (individually and collectively, the “Developer”).

I.

### RECITALS

1.01. Developer is the owner of that certain land located in Cameron County, Texas which is more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes (the “Property”).

1.02. Developer seeks to subdivide the property and to cause certain improvements to the property in accordance with the requirements requested by the District in conformance with its policies and other applicable regulations.

1.03. The purpose of this Agreement is to protect the District from the expense of completing the improvements which Developer has agreed to make, and to provide security to the District that Developer will complete the improvements with accordance with the terms of this Agreement.

## II.

### DEVELOPER'S OBLIGATIONS

2.01. Developer agrees to construct and install, at Developer's expense, all offsite and onsite improvements, and to perform such other actions as are specifically listed on Exhibit B attached hereto and incorporated herein for all purposes (the "Improvements"). All improvements shall be constructed in accordance with the requirements imposed by the District and, pursuant to the requirements, procedures, plans, and specifications filed with and approved by the District prior to commencement of such Improvements and subject to the inspection, certification, and acceptance by District. All improvements must be identified in detail on the plans and specifications. The plans and improvements shall detail such items as size and types of materials. Similarly, all profiles must

be shown and all design calculations must be provided concurrent with the submission of such plans and specifications.

III.

COMPLETION

3.01. Unless a different time period is specified by the District for a particular Improvement in Exhibit B, all improvements shall be completed no later than one (1) year after the effective date of this Agreement (the "Completion Date"). Upon completion of each of the Improvements, the Developer agrees to provide the District a complete set of construction plans preparing the approved improvement plans and specifications.

IV.

WARRANTY

4.01. The Developers warrants that the Improvements instructed by Developer or its employees, agents, contractors, or licensee will be free from defects for a period of one (1) year from the date the District accepts dedication of such completed Improvements ("the Warranty Period"). Developer agrees to repair any damage to the Improvements before or during the Warranty Period due to private construction of related activities.

V.

RIGHTS-OF-WAY AND EASEMENTS

5.01. Developer agrees that it shall grant and convey to District all rights-of-way and easements deemed as necessary by the District to

accommodate the Improvements. All rights-of-way and easements must be conveyed to the District at the time of execution of this Agreement as follows:

- a. A plat recorded in the Cameron County Deed Records; and
- b. Signed and executed easements to District recorded in the Cameron County Deed Records and delivered to the District.

VI.

PROOF OF OWNERSHIP OF PROPERTY

6.01. Developer will present to the District, prior to execution to this Agreement, a title report or attorney's opinion stating that the Developer has the right to transfer such easement or right-of-way to the District. Any deed of trust agreement or lien holders to the Property must also execute the same right-of-way or easement agreement. All recorded plats must have lien holders' approval statement certifications.

VII.

INDEMNIFICATION

7.01. Developers hereby expressly indemnifies and holds the District and its officers, employees and agents harmless from and against all claims, demands, causes of action, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from (a) any default under or in violation of any federal, state or local statute, regulation and order; or, (b) any breach on the part of Developer of any provision of this agreement; or, (c) from any act of negligence

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of the Developer or Developer's agents, contractors, employees, tenants or licensees in the construction of Improvements. Developer further agrees to aid and defend the District, if the District is named as a defendant in any action arising from any breach on the part of Developer of any provision in this Agreement, or from any act of negligence of Developer or Developer's agents, contractors, employees, tenants or licensees in the construction of the Improvements. The Developer is not an employee or agent of the District.

VIII.

NOTICE OF DEFECT

8.01. The District will provide notice to the Developer whenever inspection reveals that an improvement is not constructed or completed in accordance with the standards and specifications, or for health or safety reasons. The cure period may be shortened to no less than five (5) days, and the District may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

IX.

SECURITY

9.01. In order to guaranty its performance under this Agreement, Developer agrees to cause to be issued in favor the District an irrevocable, stand-by letter of credit in the amount of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B.

X.

CONDITIONS OF DRAW AND SECURITY

10.01. The District may draw upon the financial guarantees posted in accordance with the provisions of the foregoing paragraph due to Developer's failure to construct the Improvements in accordance with the terms of this Agreement.

10.02. The District shall provide written notice of Developer's failure to instruct in the Improvements, in whole or in part, and shall specifically detail the nature of the default. Said notice shall show "that the District intends to draw under the guaranty if the defaults are not cured by the Developer during the cure period established by the District Manager." In the event that such failure remains uncured by Developer, then District may proceed to draw upon the financial guarantees and shall utilize such monies to complete the Improvements or to cure the Developer's defaults. The Developer hereby grants to the District, its successors, assigns, agents, contractors and employees a non-exclusive right and easement to enter the Property, any easement or other right-of-way, for the purpose of constructing, maintaining and repairing such Improvements.

XI.

RELEASE UPON COMPLETION

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11.01. Upon acceptance of all Improvements, the District agrees to complete, execute and deliver to Developer a release releasing the Developer and the Developer's heirs, successors and assigns, and the Property from all provisions of this Agreement, except those contained in Paragraph IV pertaining to warranties.

XII.

TRANSFER OF OWNERSHIP AND ASSUMPTION OF SERVICE

MAINTENANCE

13.01. If, in the opinion of the District, the construction of such Improvements does not meet the standards set forth in the construction documents or Developer is in violation of any municipal ordinance, District policy, or other applicable law or regulation, or if Developer is in default of this Agreement or any other agreement with the District, or this there is litigation pending regarding this Agreement or other Improvements, the District may not accept the Improvements for ownership or maintenance.

IN WITNESS WHEREOF, the parties set their hands in agreement the day and year first above written.

CAMERON COUNTY DRAINAGE DISTRICT

By: \_\_\_\_\_  
Carlos C. Ayala, Jr., General Manager

DEVELOPER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

This instrument was acknowledged to before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Carlos C. Ayala, Jr., as general manager of Cameron County Drainage District No.1.

\_\_\_\_\_  
Notary Public, State of Texas

This instrument was acknowledged to before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as

\_\_\_\_\_, for \_\_\_\_\_ (Developer).

\_\_\_\_\_  
Notary Public, State of Texas

# Utility Crossing Permit Application Form

# APPENDIX H

## CAMERON COUNTY DRAINAGE DISTRICT #1 PERMIT APPLICATION FORM UTILITY, PIPELINE, OR CABLE CROSSING

DATE \_\_\_\_\_

OWNER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE \_\_\_\_\_

LOCATION \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF PROPOSED CONSTRUCTION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TYPE OF UTILITY \_\_\_\_\_ MATERIAL BEING HANDLED \_\_\_\_\_

SIZE \_\_\_\_\_ OPERATING PRESSURE \_\_\_\_\_ WALL THICKNESS \_\_\_\_\_

TYPE OF JOINTS \_\_\_\_\_ METHOD OF CONSTRUCTION \_\_\_\_\_

START DATE FOR CONSTRUCTION \_\_\_\_\_

PROJECTED COMPLETION DATE \_\_\_\_\_

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BOND, CASH, OR LETTER OF CREDIT \_\_\_\_\_ AMOUNT \_\_\_\_\_

COMMENTS \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL SUBJECT TO ANY AND ALL REQUIREMENTS, SPECIFICATIONS, AND/OR CHANGES ATTACHED HERETO.

APPROVED BY DISTRICT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

OWNERS ACKNOWLEDGEMENT \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT SHALL REIMBURSE DISTRICT FOR ENGINEERING COST INCURRED DURING REVIEW OF APPLICATION AND CONSTRUCTION SAID AMOUNTS SHOULD BE PAID WITHIN THIRTY (30) DAYS OF PRESENTATION. IF NOT PAID, SAID COSTS SHALL BEAR MAXIMUM ALLOWABLE INTEREST APPLICABLE UNDER THE LAW. IF DISTRICT EMPLOYS AN ATTORNEY TO COLLECT THE SAME, DISTRICT SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES AND ALL COSTS OF COURT OCCASIONED BY SUCH EVENT.

# Culvert Crossing/Drainage Connection Application Form

**APPENDIX I**  
**CAMERON COUNTY DRAINAGE DISTRICT #1**  
**PERMIT APPLICATION FORM**  
**CULVERT CROSSING AND DRAINAGE CONNECTIONS**

DATE \_\_\_\_\_

OWNER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

DITCH DESIGNATION \_\_\_\_\_

LOCATION \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF PROPOSED CONSTRUCTION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CULVERT SIZE \_\_\_\_\_ # OF BARRELS \_\_\_\_\_ MATERIAL \_\_\_\_\_

COMMENTS \_\_\_\_\_

---

SUBMITTED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL SUBJECT TO ANY AND ALL REQUIREMENTS, SPECIFICATIONS, AND/OR CHANGES ATTACHED HERETO.

APPROVED BY DISTRICT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

OWNERS ACKNOWLEDGEMENT \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT SHALL REIMBURSE DISTRICT FOR ENGINEERING COST INCURRED DURING REVIEW OF APPLICATION AND CONSTRUCTION SAID AMOUNTS SHOULD BE PAID WITHIN THIRTY (30) DAYS OF PRESENTATION. IF NOT PAID, SAID COSTS SHALL BEAR MAXIMUM ALLOWABLE INTEREST APPLICABLE UNDER THE LAW. IF DISTRICT EMPLOYS ATTORNEY TO COLLECT THE SAME, DISTRICT SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES AND ALL COSTS OF COURT OCCASIONED BY SUCH EVENT.