

Utility Crossing Permit Application Form

PERMIT/LICENSE APPROVAL

CAMERON COUNTY DRAIANGE DISTRICT #1 APPROVES THE REQUESTED PERMIT /LICENSE SUBJECT TO AND CONTINGENT UPON THE FOLLOWING CONDITIONS BEING FULFILLED BY PERMITEE DURING THE FULL TERM OF THE LICENSE:

1. Permittee is granted a permit/license to enter upon District's drainage facilities for the purpose of constructing, operating, maintaining, and repairing the Improvements. Owner warrants that said Improvements will be constructed in accordance with District's design requirements.
2. District will not be responsible in any way with the construction, repair of maintenance of the Improvements. If the Improvements should fail, then Permittee shall replace the failed Improvements with Improvements which meet the District's design requirements in effect at the time of replacement.
3. Permittee shall modify or replace, as needed, the Improvements in order to constantly comply with all applicable State and Federal laws, regulations and requirements, as they may be amended from time to time.
4. Permittee shall conduct any and all tests and inspections necessary or required by State or Federal law in order to assure that the Improvements are functioning in compliance with all applicable State and Federal laws, regulations and requirements.
5. In the case of water discharge and drainage connections into the District's drainage facilities, Permittee shall conduct any and all tests and inspections (and maintain all recordings and compilations of such information) of the water quality and quantity being discharged into the District's drainage facilities necessary or required by applicable State or Federal laws, regulations and requirements. Permittee shall provide such information to District after each such test or inspection is performed.
6. In the case of water discharge and drainage connections into the District's drainage facilities, Permittee shall construct any and all facilities now or hereafter required by State or federal laws, regulations and requirements to prevent or minimize the entry of oil or other pollutants into the District's drainage facilities.
7. The rights granted by this permit/license are restricted to the process mentioned above and do not include any other use by Permittee or any of Permittee's successors or assigns. That is there shall be NO above-ground and NO below-ground lines or facilities, including to any gas lines, water lines, sewer lines, utilities or electrical transmission lines permitted in, over or through District's

drainage facilities unless such written approval is obtained in the form of a permit/license.

8. District shall not be liable for or responsible for, and shall be saved and held harmless by Permittee, from and against any and all claims and damages of every kind, for injury to or death of any person or persons or damages to or loss of property, personal or real, arising out of or attributed, directly or indirectly, to the operations of Permittee under this permit/license.
9. This permit/license constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit/license shall not be altered or amended except by an agreement in writing executed by the parties hereto.
10. This permit/license is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.
11. During the term of this permit/license , Permittee shall reimburse District for all engineering expenses and costs incurred by District related to the permit/license approval process, specification and plan review, and construction and site inspections . Permittee shall reimburse District such engineering expenses within 30 days of receipt of receipt of an invoice from District. If not paid within such 30 day period the amount reflected in the invoice shall bear interest at the highest rate allowed by law.

CAMERON COUNTY DRAINAGAE DISTRICT NO. 1

BY: _____ DATE: _____
Carlos Ayala, District Manager

OWNER AGREES TO FULFILL AND ABIDE BY TERMS OF PERMIT/LICENSE:

BY: _____ DATE: _____

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 IMPROVEMENTS: _____

TYPE OF UTILITY _____ MATERIAL BEING HANDLED _____

SIZE _____ OPERATING PRESSURE _____ WALL THICKNESS _____

TYPE OF JOINTS _____ METHOD OF CONSTRUCTION _____

- A. Construction Drawings
- B. Specifications
- C. Texas Pollutant Discharge Elimination System ("TPDES") Permit
- D. Storm Water Pollution Prevention Plan (SWPPP)

START DATE FOR CONSTRUCTION _____

PROJECTED COMPLETION DATE _____

BOND, CASH, OR LETTER OF CREDIT _____ AMOUNT _____

COMMENTS _____

SUBMITTED ON BEHAVE OF OWNER BY: _____

SIGNATURE _____ DATE _____

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

J.L. (JIM) HOLDAR, P.E., R.P.L.S.
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 CONSTRUCTIONS: _____

ATTACHED AS EXHIBIT ARE THE FOLLOWING:

- A. Construction Drawings
- B. Specifications
- C. Texas Pollutant Discharge Elimination System ("TPDES") Permit
- D. Storm Water Pollution Prevention Plan (SWPPP)

CULVERT SIZE: _____

OF BARRELS: _____

MATERIAL: _____

COMMENTS _____

SUBMITTED ON BEHALF OF OWNER BY: _____

SIGNATURE _____ DATE _____

J.L. (JIM) HOLDAR, P.E., R.P.L.S.
DISTRICT ENGINEER

DATE

OWNERS ACKNOWLEDGEMENT

DATE

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of property, personal or real, arising out of or attributed, directly or indirectly, to the operations of Permittee under this permit/license.

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Carlos Ayala, District Manager

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