

**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 \_\_\_\_\_

APPROVAL OF THIS PERMIT/LICENSE IS SUBJECT TO CONTINUED COMPLIANCE BY LICENSEE WITH ANY AND ALL REQUIREMENTS, SPECIFICATIONS, AND/OR CHANGES ATTACHED HERETO OR HEREAFTER MADE BY THE DRAINAGE DISTRICT.

\_\_\_\_\_  
SCOTT FRY  
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.

Permit Application processing fee. One Hundred fifty dollars (\$150.00) Per application, payable by cash or check, submitted with the District Permit Application

## **PERMIT/LICENSE APPROVAL**

CAMERON COUNTY DRAINAGE 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 or 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 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 +
8. District will not be responsible in any way with the construction, repair or 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.
9. 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.
10. 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.
11. 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 water quality and quantity being discharged into the District's drainage facilities necessary or required by applicable State of Federal laws, regulations and requirements. Permittee shall provide such information to District after each such test or inspection is performed.
12. 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.

CAMERON COUNTY DRAINAGE DISTRICT NO. 1

BY: \_\_\_\_\_  
 Albert Barreda, Chief of Operations General Manager

DATE: \_\_\_\_\_

**OWNER AGREES TO FULFILL AND ABIDE BY THE TERMS OF THIS PERMIT/LICENSE**

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

DATE: \_\_\_\_\_

13. The rights granted by this permit/license are restricted to the purposes 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.
14. 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.
15. 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 supersede. This permit/license shall not be altered or amended except by an agreement in writing executed by the parties hereto.
16. This permit/license is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.
17. During the term of this permit/license, Permittee shall reimburse District for all engineering expenses sand 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 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 DRAINAGE DISTRICT NO. 1

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Albert Barreda, General Manager

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

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