

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

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

LOCATION \_\_\_\_\_

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

TYPE OF UTILITY \_\_\_\_\_

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 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.

Permit Application processing fee. One Thousand dollars (\$1,000) Per application, payable by cash or check, submitted with the District Permit Application Form.

# **UNDERGROUND UTILITY PIPELINE OR CABLE CROSSING PERMIT**

## **PERMIT/LICENSE APPROVAL**

### **PERMIT LICENSE CONDITIONS**

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 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 submitted herewith and approved in writing by the District Engineer.
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.

CAMERON COUNTY DRAINAGE DISTRICT NO. 1

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

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

Albert Barreda, Chief of Operations General Manager

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

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

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

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Albert Barreda, Chief of Operations General Manager of the CAMERON COUNTY DRAINAGE DISTRICT NO. 1, on behalf of the CAMERON COUNTY DRAINAGE DISTRICT NO. 1.

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Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by \_\_\_\_\_ of \_\_\_\_\_, on behalf of said entity.

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Notary Public, State of Texas