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|-------------------------------------------------------|----------------------------|
| Date Original Permit Approved: _____ | Permit No. _____ |
| Date Amendment Approved: _____ | Amendment No. _____ |

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

APPLICATION AND AGREEMENT FOR STORM DRAINPIPE TIE-IN PERMIT

New Storm Drain **Maintenance/Repairs**
 Pipe Encroachment **Amendment to Existing Permit**

_____ (Name of Applicant)
 does hereby make application to Jefferson County Drainage District No. 6 (the District) to construct, maintain, and repair drainpipe tie-ins across properties, easements, ditches, streams or other such drainage way(s) as described below.

Information required:

1. Name and Address of Applicant _____

2. Name and Address of Company or Agency Owning Storm Drainpipe Tie-In or Facility (if same as Applicant, please indicate): _____

3. Name and Address of Operator (if same as Applicant, please indicate): _____

4. Name and Address of Contractor to Install Storm Drainpipe: _____

5. Estimated Date of Installation: _____
6. Location of Storm Drainpipe Tie-In(s) (Subdivision, Block, Lot No. Survey, Abstract No.): _____

7. Jefferson County Drainage District No. 6's Easement(s) Ditch(es), Stream(s), or Other Drainageway(s) of the Storm Drainpipe Tie-In(s):

8. Number and Size of Storm Drainpipe Tie-In(s): _____

9. Submit Plans and Specifications for proposed Drainpipe installation.
10. Submit proof of insurance consistent with Schedule A attached hereto and incorporated herein by reference.

If requested permit is granted, Applicant, on behalf of itself and its successors and assigns, in consideration thereof, agrees and binds itself, its successors and assigns as follows:

1. Applicant will furnish location map, profile and plans with application permit. Applicant will also furnish the DD6 District Map showing the proposed installation of the Storm Drainpipe tie-in.
2. There is a \$250 permit fee to cover administrative cost and inspections, plus a reimbursement to the District for any necessary engineering fees which may be incurred with the advent of this permit. This fee will permit a single tie-in to a Jefferson County Drainage District No. 6 ditch. An additional fee of \$250.00 will be charged for each additional tie-in included in the same permit application.
3. The District will be notified in writing ten (10) days prior to beginning date of construction under this permit.
4. Applicant will bear the entire expense of all future relocations of any pipe/pipeline/utility(s), should such relocation be required or necessary for improvement, alteration, or maintenance of the District's facility by the sole discretion of the Board of Directors of Jefferson County Drainage District No. 6.
5. 4. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through the District's facility during Applicant's operation under this permit.
6. 5. Applicant will notify the District at least forty-eight (48) hours prior to completion of its work and removal of its equipment from the jobsite to permit the District to make an inspection.
7. 6. Upon notification by the District, the Applicant will promptly repair or rectify any deficiency or condition caused by Applicant's operations or installations under this permit. Applicant will leave District's drainage facility and/or easement in as near the same condition or better, in the District's judgment, as they existed prior to the commencement of the operations under this permit.
8. **Applicant will install its facilities in a manner and location as shown in the plans and specifications filed with the District in support of this application for permit. The District's Engineer or Inspector may, at any time, make such inspection as he may deem necessary to assure that the construction of the line, or other facility is in accordance with the plans and specifications submitted; and said engineer or inspector shall have the right to temporarily suspend Applicant's work, if necessary, while such inspections are being made. Should Applicant not install the storm drainpipe or other facility in accordance with the terms and conditions of this permit, Applicant agrees that the District shall have the right to require, at**

the Applicant's expense, the removal of the facility and its replacement in conformance to said plans and specifications an condition or hereunder if it is determined by the District that the line or facility is not being installed in accordance with such plans and specifications and conditions of this permit. The District may revoke this permit and suspend all work installed in accordance with such plans and specifications, and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against the District.

9. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the line or other facility without first securing a new or amended permit from the District, prior to the making of any change with notice being given to the District forty-eight (48) hours in advance. In emergency situations, notice will be given by the Applicant to the District at the earliest time possible. Applicant will keep up and maintain the line or other facility hereby authorized in good and safe condition in accordance with plans, specifications, and this permit.
10. Construction on any storm drainpipe installation will not begin until written approval has been given by Jefferson County Drainage District No. 6
11. In the event the District, by resolution of its Board of Directors, determines it needs the subject property, or any part thereof, for the benefit of the District or to protect the health, safety, or welfare of the public and it terminates this permit or any part thereof, Applicant shall not receive any compensation and District shall not be liable therefore, whether for the value of property taken, damage to the abutting or remaining property or improvement, loss or business or profit, loss of access, or otherwise. Applicant acknowledges that upon request of District, Applicant will relocate and/or remove the encroachment at the sole cost of Applicant.
12. **Applicant, on behalf of itself and its successors and assigns, agrees to fully defend, protect, indemnify and hold harmless the District, its employees and agents from and against all claims, demands, or causes of action, and any liability, cost, expense, (including but not limited to reasonable attorney's fees and expenses incurred in defense of said District), damages or loss in connection with the use maintenance, operation and improvements permitted by this encroachment agreement, which may be made or asserted by Applicant, its heirs, successors, and assigns, employees, agents, contractors, or any third parties, including but not limited to said District's agents, servants or employees on account of any personal injury or death or property damage caused by, arising out of, or in any way incidental to, or in connection with the use, maintenance, operation, and improvements located on said encroachment area, whether or not said District may have jointly caused or contributed to, by tis own negligence, any such claims, demand, cause of action, liability, costs, expense, damages, or loss.**
13. The District reserves the right to make improvements, perform maintenance and construction on the right-of-way or premises covered by this permit where such is deemed necessary by the District. In doing so, the District and its successors and assigns shall not be liable to Applicant for any damage occasioned thereby and Applicant shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Applicant to said encroaching structure or any abutting or attached structures, improvements or land. In addition,

Applicant shall reimburse the District, its successors and assigns, for any additional cost resulting from the encroachment.

14. Applicant will not do or cause to be done, anything to impede or obstruct the flow of water through the District's right-of-way and easement. District makes no warranties, express or implied, in authorizing this encroachment, nor does District purport to convey any property interest or exclusive privilege by this agreement. It is specifically understood that District is not the agent of, nor does it act for, the fee owners, or any person or entities having any right, title, or right to possession of the land upon which District's easement is located.
15. District shall in no case be liable for any damage or injury to improvements located upon said encroachment which may be caused by or result from operations undertaken by District for the maintenance, conservation or improvement of drainage, and no claim or right to compensation shall accrue from any such damage.
16. Applicant acknowledges that the encroachment upon District's right-of-way will be within an area requiring joint use by District for regular mowing and maintenance of the drainage ditch right-of-way and ditch maintenance such as slope or concrete lining failure repair. District's work in this area could introduce damage of varying degrees to the encroachment and any related improvements. Applicant agrees that District will not be held liable for any damage caused to the encroachment area.
17. This permit is neither assignable or transferable except in conjunction with, and as part of, Applicant's conveyance of all the abutting property. This permit serves through probate or warranty deed or lease. In any such event, District shall be notified of such occurrence by being delivered a copy of the document or documents conveying or leasing the same.
18. Any notice to District shall be sufficient if it is mailed or hand delivered to the General Manager, Jefferson County Drainage District No. 6, 6650 Walden Rd., Beaumont, Texas 77707.
19. **The District shall not be liable or responsible for, and shall be saved and held harmless by Applicant from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the District.**
It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Applicant to indemnify and protect the District from the consequences of the District's own negligence, whether that negligence is the sole or contributory cause of the resultant, injury, death, or damage.
Applicant further agrees to defend, at its own expense, and on behalf of the District and in the name of Jefferson County Drainage District No. 6 any claim or litigation brought in connection with any such injury, death, or damage.

Before construction is begun pursuant to this permit, a certificate of insurance will be furnished to the District, consistent of provisions

provided on Schedule A, attached hereto and incorporated herein by reference; providing the District evidence of acceptable insurance naming the District as Certificate Holder, Additional Insured and Waiver of Subrogation (or other security approved by the District) payable to Jefferson County Drainage District No. 6 and protecting Jefferson County Drainage District No. 6 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit.

- 20. All provisions of the Storm Drainpipe Tie-In Permit Administration Procedure of Jefferson County Drainage District No. 6, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.

DATED this _____ day of _____, 20____.

APPLICANT

(Name of Applicant-**Printed or Typed**)

BY: _____

Printed Name: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me by _____
(Signatory)

the _____ for Applicant, _____,
(Title of Signatory) (Applicant Name)

on this ____ day of _____, 20____, to which witness may hand and seal of office.

NOTARY PUBLIC IN AND FOR THE
STATE OF _____

**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
APPROVALS**

On this _____ day of _____, 20____, the above application for pipeline/utility permit, has been reviewed by the engineering department and I give my approval to present this application to the Board of Directors of Jefferson County Drainage District No. 6.

Doug Canant, Jr., P.E., R.P.L.S., C.F.M.
District Engineer
Jefferson County Drainage District No. 6

On this _____ day of _____, 20____, the above application for pipeline/utility permit, having been presented to the Board of Directors of Jefferson County Drainage District No. 6, the same is hereby APPROVED.

Joshua W. Allen, Sr.,
President, Board of Directors
Jefferson County Drainage District No. 6

SCHEDULE A

**Jefferson County Drainage District No. 6.
Insurance Requirements
Effective 06/28/19**

I. Commercial General Liability Limits:

| | |
|--------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Fire Damage to Rented Premises | \$ 100,000 |
| Medical Expenses | \$ 5,000 |
| Personal & Adv. Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Comp/Ops Aggregate | \$2,000,000 |

II. Auto Liability Limits:

| | |
|--------------------------------------------------------|-------------|
| Combined Single Limits for Owned, Hired & Non-Owned | \$1,000,000 |
|--------------------------------------------------------|-------------|

III. Umbrella Liability Limits:

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |

IV. Worker's Compensation Limits:

| | |
|-----------------------|----------------------------|
| Workers' Compensation | Statutory |
| Employer's Liability | \$ 500,000/500,000/500,000 |

Prior to commencement of work, Applicant shall furnish **ACORD 25 (2010/05)** certificates naming **Jefferson County Drainage District No. 6 as Certificate Holder**, verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document **Waiver of Subrogation** provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document **Additional Insured** provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.