

Revised 08-19-2025

VELASCO DRAINAGE DISTRICT PERMIT FOR USE OF PREMISES

This permit is required for any crossing, change of flow, pipeline, utility, or any other facilities on, in, under, or across any rights-of-way or other premises of Velasco Drainage District.

All permitting/access through or over the Velasco Drainage District /U.S. Army Corps of Engineers (“USACE”) Hurricane Flood Protection Levee System Premises requires compliance with 33 U.S.C. 408 (“Section 408”). A Section 408 USACE review may be required as part of the permitting process. All Section 408 permit applications must be submitted through Velasco Drainage District.

Turnaround time for a Section 408 review/approval by the USACE is usually ± 1-6 months and is determined by the USACE on an individual basis.

This Permit, if approved and signed by Velasco Drainage District, will also serve as a Letter of No Objection for a permit from the USACE under 33 U.S.C. 408 for the Applicant’s Permitted Facility as herein defined.

A. The following terms shall have the following meanings in this document:

1. “Permittee” or “Applicant” herein shall mean:

Name: _____

Address: _____

Type of Entity (corporation, limited liability company, limited partnership, general partnership, individual, etc.) _____

Contact for Project: _____

Telephone: _____ Email: _____

Contact for Billing: _____

Telephone: _____ Email: _____

Applicant Project No. _____

2. “Site of Permitted Facilities” or “Site” herein shall mean the following described levee, stream, canal, drainage channel, and/or other improvements, property, or premises used, operated, owned, controlled and/or maintained by the Velasco Drainage District:

FILL IN ADDITIONAL BLANKS ON NEXT TWO PAGES

FOR OFFICE USE ONLY				
Date Received:	VDD Project No:	Engineer Project No.:	Date to COE:	COE Permit No.:

3. “Permitted Facility” or “Facility” shall mean the Facility of Applicant, described as follows (defined by TX State Plane Coordinates NAD83):

4. “Initial Installation Period” shall mean the period from the date this permit is granted through the following date: _____.
Regardless of any other provision hereof, Applicant shall not cut, drill, scrape, or in any way modify Velasco Drainage District’s levee or other Property or install any equipment in or on Velasco Drainage District’s levee or other Property, except during the Initial Installation Period of the Facility on the Property.

5. “Permit Fee” shall mean the sum of all types of fees and payments required by Sections G and J.

6. “Plans and Specifications” shall mean all of the following:

a. “District Specifications,” which herein shall mean the specifications, requirements, and regulations by Velasco Drainage District as shown on the District’s website www.velascodrainagedistrict.com. The District shall have the right to amend the District Specifications from time to time, and the District Specifications in effect at the time in question shall apply.

b. Plans and Specifications for the Facility, which are attached hereto and incorporated herein in full, including but not limited to the following. (Applicant must **(a) LIST HERE AND ALSO (b) ATTACH DRAWINGS**, sealed by a Texas Registered Professional Engineer, showing the Plans and Specifications for the project (including a map with TX State Plane Coordinates NAD83), **AND INCLUDE A CD** of all Plans and Specifications):

7. The following deviations/amendments from District specifications are also part of this permit (If none, mark as N/A):

8. “Premises,” “District Premises,” “District’s Premises,” “Property,” “District Property,” and “District’s Property” shall each mean all of Velasco Drainage District’s interests of any nature whatsoever in any premises and property of any nature whatsoever, whether real, personal, or mixed, tangible or intangible, and wherever located, including but not limited to easements and rights-of-way. The terms “easement” and “right-of-way” herein shall each include the other.
9. “This Permit,” or “The Permit Documents” shall mean this document and the Plans and Specifications, including the District Specifications.

B. VELASCO DRAINAGE DISTRICT, a political subdivision of the State of Texas, acting by and through its duly authorized officials (hereinafter called District), for and in consideration of the Permit Fee and in consideration of Applicant complying with all requirements set forth herein, grants its permission and consent to Applicant and its successors and assigns, to lay, install, construct, operate, maintain, inspect, and remove the Facility upon, over, and across the Site of Permitted Facilities in compliance with the Permit Documents.

C. The Facility shall be installed upon, over, and across the above mentioned Site of Permitted Facilities at the location shown on, and in accordance with, the Plans and Specifications. All installations shall be without cost or expense to District and subject to the inspection and approval of District or District’s Engineer for conformity with the terms of this Permit. After completion of the Facility installation or after any repairs are made thereto, the Premises shall be restored as nearly as practicable to the condition existing prior to such installation or repair and provide as-built drawings to the District.

D. Applicant shall cause said Facility to be inspected at reasonable intervals and shall at Applicant’s expense immediately repair any damage to said Facility or the District’s Premises found as a result of such inspections or whenever requested by District or District’s Engineer.

E. Damaged or Impaired Property

1. Any District Property which may be damaged or impaired as a result, wholly or partly, directly or indirectly, of the laying, construction, installation, operation, maintenance, repair, replacement, relocation, alteration, presence, existence, or removal of the Permitted Facility, also including erosion resulting from such activities or Facilities, shall be promptly repaired or restored by, and at the expense of Applicant, to the satisfaction of District or District’s Engineer. In the event District determines it is necessary for any reason to undertake

the replacement, repair, restoration, moving, or modification of any levee, stream, canal, drainage channel, or any other District Property of any nature so damaged or impaired, Applicant shall reimburse District for the actual cost incurred by District in accomplishing such action.

2. If the District ever determines, in its sole discretion, that it will relocate, modify, repair, or otherwise work on any District Property, and that the Permitted Facility is likely to interfere with or impair that work or District Property, then the Permittee shall at its own cost remove, relocate, or modify the Permitted Facility to prevent such interference or impairment, pursuant to plans and specifications approved by the District.

3. The District may, at its sole option, require Applicant to provide a performance bond for any obligation under this Permit.

F. Applicant shall lay, install, construct, operate, maintain, repair, remove, and take any other action concerning said Facility so as not to interfere with the integrity or the drainage and flood protection capabilities of the District's Property. In the event District deems it necessary for Applicant to alter or relocate the Permitted Facility in order to accomplish the purposes of the District, Applicant shall alter or relocate same, at Applicant's cost and expense, in a manner that will be satisfactory to District.

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G. Permit Fees

1. Fees Payable with the Application

The **Application Fee** consists of the **General Application Fee** plus the **Engineering Application Fee**. Those fees are payable at the time the Application is filed with the District, and the District will not evaluate the Application for approval or denial until those fees are paid.

a. The **General Application Fee** is a nonrefundable, minimum fee, not a deposit, and the amount of this fee is:

i. **\$250.00; and**

ii. **Such other, higher amount**, if any, that the District's Superintendent or Board of Supervisors at any time estimates will be necessary for the District's **Expenses**, as herein defined, in evaluating the Application for approval or denial.

b. The **Engineering Application Fee** is a deposit, and the initial amount of this fee is:

i. **\$2,000.00** for a Facility neither on nor within 15 feet of a federal levee and not requiring approval by the United States Army Corps of Engineers ("USACE" or "Corps"); or

ii. **\$4,000.00** for a Facility wholly or partly on or within 15 feet of a federal levee or requiring approval by the USACE; **and**

iii. **Such other, higher amount** that the District's Superintendent or Board of Supervisors at any time estimates will be necessary for the District's **engineering and other Expenses in evaluating the Application for approval or denial**. The **Engineering Application Fee** is different than the **Engineering Administration Fee** that is due when the Application is approved.

2. Fees Payable after Approval of the Permit but before the Permit is Issued

The following additional fees are payable after the District approves the Application but before the Permit is issued and before work begins on the Permitted Facility. The approval of the Application is subject to the payment of these fees. If these fees are paid early, before the District approves or denies the Application, and if the District then denies the Application, then these fees are refundable, subject to the District's rights to apply any fees or deposits to any obligations of the Applicant or Permittee.

- a. The **General Administration Fee** is a minimum fee, not a deposit, and the amount of this fee is:
 - i. **\$600.00; and**
 - ii. **Such other, higher amount**, if any, that the District’s Superintendent or Board of Supervisors at any time estimates will be necessary for the District’s **Expenses**, as herein defined, in administering the Permit and the Permitted Facility after the Permit is granted. The **General Administration Fee** is in addition to the **Engineering Administration Fee**.

- b. The **Engineering Administration Fee** is a deposit, and the initial amount of this fee is either:
 - i. **\$3,000.00** for a Facility not on or within 15 feet of a federal levee and not requiring approval by the United States Army Corps of Engineers (“USACE” or “Corps”); or
 - ii. **\$6,000.00** for a Facility wholly or partly on or within 15 feet of a federal levee or requiring approval by the USACE; **and**
 - iii. **Such other, higher amount** that the District’s Superintendent or Board of Supervisors estimates will be necessary for the District’s engineering and other **Expenses in administering the Project**. The **Engineering Administration Fee** is different than the **Engineering Application Fee** that was due when the Application was filed.

- c. The **Deposit for As-Built Drawings** is administered as provided in **Sections G and J** and is:
 - i. **\$5,000.00; and**
 - ii. **Such other, higher amount** that the District’s Superintendent or Board of Supervisors at any time estimates will be necessary for the District’s Expenses in preparing as-built drawings of the Facility if the Permittee fails to do so as required by this Permit.

3. Additional Definitions

- a. The term “Expenses” shall include all expenses of any nature whatsoever incurred by or charged to the District at any time and concerning the Application, the Permit, the Facility, or any legal, administrative, or other proceeding of any nature concerning any of those subjects. Expenses include those matters regardless of whether the Expenses are incurred to an outside party or are for the cost of work, materials, and other matters provided in-house or in kind by the District. Expenses include such items accrued, paid, or both by the District. Expenses include, but are not limited to, all legal, engineering, inspection, and other consulting fees, and all fees charged to the District

by, or incurred by the District with, the U. S. Army Corps of Engineers or any other governmental unit.

4. Liability of Applicant and Permittee

a. In addition to any other obligation, each Applicant or Permittee hereunder shall be liable to the District for all Expenses, as herein defined, of the District. This obligation is not limited to the amount of any deposit or fee paid hereunder.

b. The District may choose to apply any deposit or fee hereunder to any part of any obligation of each Applicant or Permittee to the District.

c. However, in-house Expenses of the District that do not exceed, in the aggregate, the aggregate amount of the General Application Fee and the General Administration Fee paid at the time of the Application and at the time the Application is approved are covered by those fees.

d. Expenses are payable to the District upon the earlier of : (a) the time specified by this Permit; or (b) upon demand by the District.

5. Deposits

a. Regardless of any other provision, the Superintendent or Board of Supervisors of the District may at any time apply all or any part of a deposit to any obligation of any nature whatsoever of the Applicant or Permittee to the District, with or without demanding payment of such amounts by the Applicant or Permittee.

b. All deposits and parts of deposits under this Permit shall be considered, administered, and used as a single deposit and may be applied to any part of any obligation of any nature whatsoever of the Applicant or Permittee to the District.

c. The District's right to require additional deposits of any kind at any time shall not be impaired or limited by the fact that the District is holding the As-Built Drawings Deposit. The District may – but is not obligated to – apply all or any portion of the As-Built Drawings deposit to any other obligation of the Applicant or Permittee from time to time, and the District may – but is not required to – hold all or any part of the As-Built Drawings Deposit for future use on the required As-Built Drawings.

d. If the Expenses of the District, in addition to any other amounts chargeable against a deposit, turn out to be less than the amount of the deposit hereunder, then the District shall return the unused balance of the deposit, without interest, to the Applicant or Permittee (or, in the District's Superintendent's sole discretion, to any other person that pays the deposit) upon completion of all legal, engineering, inspection and other consulting services and upon payment in full of all amounts to which the deposit(s)

could be applied. Before refunding the unused balance of the deposit, the District shall deduct all amounts of any nature (whether or not related to the Application, Permit, or Facility) due to the District from the Applicant or Permittee. If, on the other hand, it appears to the Superintendent or Board of Supervisors that the deposit will be insufficient to cover all amounts owed to the District by the Applicant or Permittee, then the Applicant or Permittee shall deposit an additional amount as determined by the Superintendent or Board of Supervisors in his, her, or its sole discretion. The additional deposit shall be paid upon request from the District, even if the previous deposit has not been consumed.

e. The District shall not under any circumstances be considered a fiduciary to the Applicant or any other person in connection with any deposit under any provision of this ordinance or any other law.

f. The District shall not be obligated to pay interest on any deposit.

g. The District shall not be obligated to segregate any deposit from any other funds held by the District.

h. The refund of any deposit shall never be construed as a waiver of any amounts due or that may become due to the District for legal, engineering, inspection, or other consulting fees, or any other amounts of any nature whatsoever, and such refund shall never impair the District's right to payment of any such amount.

6. While any obligation of any Applicant or Permittee is due and unperformed or unpaid to the District:

a. The District may halt the evaluation and processing of a request for a Permit or any other action by the District;

b. To the extent instructed by the District, Applicant shall cease all installation of the Facility until instructed by the District to resume.

H. No work shall be commenced until this Permit has been executed by the Applicant and the District and is in the possession of the Applicant. Applicant shall notify the District three (3) days in advance of the date Applicant intends to commence any work permitted herein.

I. The following minimum requirements shall be fulfilled by the Applicant in the performance of this project when protection levees, the high banks of streams acting as natural levees, or any other potential barriers to flood water (all herein collectively called "levee") are the site of the Facility:

1. The contents of pipes must be identified in the Permit.

2. Protection levee topsoil shall be stripped off and stockpiled. After the fill is

replaced, topsoil shall be used to dress the slopes and crown of the final section.

3. Excavation for a Facility shall be not greater than the minimum requirements for construction of the Facility. Refer to the District's specifications.

4. Dredged material from an adjacent stream bed shall be stockpiled away from the protection levee excavation. Dredged material shall not be used as fill for the protection levee.

5. No manholes or similar structures shall be placed within the limits of the easement, right-of-way or the protection levee, without the approval of the District.

6. Facilities (when pipes) crossing the protection levee shall be protected from external corrosion by a coating approved by the District. Sleeves or casings if used shall be coated inside and out with a material approved by the District. Sleeves or casings must have water tight seal at both ends. Design of seal must be approved by the District.

7. Facilities must not pass through the levee. Instead, Facilities crossing the levee must meet the criteria in this section for either: a. Aerial Facilities; b. Surface Facilities; or c. Subsurface Facilities.

a. Aerial Facilities:

- i. Aerial Facilities must have at least 18 feet of clearance above the surface of the levee, and above the surface of all Surface Facilities located below the Aerial Facility in question, at all points.
- ii. Pipe stations and any other supports for Aerial Facilities must be located at least fifteen feet outside the toe of the levee.

b. Surface Facilities:

- i. Surface Facilities must have concrete or other paving acceptable to the District beneath the Facility, to protect the levee from erosion.
- ii. On the crown of the levee, Surface Facilities shall have minimum 3' cover and protected as necessary to prevent damage to any property from resulting from vehicles or equipment driving over the Facility. The covering of the Facility shall be sloped to allow vehicles and equipment to drive safely over the Facility. Refer to the District's specifications.
- iii. If the Facility is a pipeline, then the inside bottom of the pipeline must be above the storm surge level in the United States Army Corps of Engineers' Texas Surge Model.

c. Subsurface Facilities:

- i. Subsurface Facilities may be installed with the approval of the District. Use of Horizontal Directional Drilling (HDD) or Direct Pipe requires installing the pipeline underground well below the hurricane protection system levee. Determination of the required depth of the subsurface Facility is a factor of local soil conditions, design elevation, calculated allowable annular pressure and anticipated long term consolidation and settlement of foundation soils. Minimum depth of installed Facility is 30 feet below district premises. Pipelines must be designed to emerge from underground at distance noted in District's specification - Horizontal Directional Drilling.
 - ii. Levee design for under seepage conditions is based on permeability values and blanket thickness of respective zones of clay, silt, and sand. Any penetrations through blanket zones potentially compromise the integrity of the foundation to resist piping of fines. Excessive drill pressures can result in fracturing of the foundation blanket which create potential seepage paths in and through the blanket.
 - iii. Permittee shall provide a Drill Plan to assure that a preferred seepage path is not created due to hydrofracture of blanket or creation of seepage path through annular space between pipe and wall of bore.
 - iv. Permittee shall provide detailed plans and specifications to the District for approval. Permittee shall address as a minimum, issues noted in the District's specification - Horizontal Directional Drilling
8. In all cases where the facility being installed (when pipe) would be required by federal, state, or local governmental laws and regulations to have extra thickness when crossing rivers and in occupied areas, the Applicant shall use the same criteria for design and installation when crossing the District's Property and easements, including but not limited to levees and drainage channels.
9. The facility (when pipe) shall be placed on a bed form to fit for a width of at least 0.6 times the diameter.
10. Backfill shall be placed in 8" thick layers compacted to 6" and brought up evenly on both sides of pipe. Each layer shall be compacted to 95% maximum standard density of the fill material as determined by Standard Proctor Testing (ASTM 698) and not less than 95% maximum standard density of the adjacent existing material. Moisture contents shall range from 1% below to 5% above optimum. Refer to the District's specifications.

11. Compaction shall be tested by an approved independent testing laboratory, and reports shall be submitted to the District during the course of construction of the facility crossing. The cost of these tests shall be borne by the Applicant.
12. Slide gates or positive closure valves shall be installed on all intakes from or pressure outlets to streams, channels, and borrow pits going through or over levees and the high banks of streams, including but not limited to Oyster Creek, Bastrop Bayou, the Brazos River, and the Old Brazos River. Gravity drainage outlets shall have flap gates and side gates on the unprotected side of levees and streamside of high banks. A detailed design of the Facility including material specifications and construction procedures b.must be provided for approval by the District.
13. Except with the advance, written, clear, express approval of the District, no excavation or work on a protection levee of the District will be permitted during the hurricane season, which is defined as being between June 1 and November 30, except under the following provisions:
 - a. At least ten (10) days before the Applicants desired work is to begin, Applicant will notify the Supervisors of the District, in person, at a regular meeting of said District, of its desire to begin work under this permit. At the time the Applicant, or Applicant's representatives, attend said meeting, they will bring a complete set of proposed plans outlining what work is to be done, specifications for the work, scheduled starting and finishing dates, construction methods, and methods and specifications for the emergency restoration of the levee system. The District shall have the right to specify, in its discretion, the method and manner of restoration.
 - b. In addition, the Applicant will provide that:
 - i. All materials and equipment for the project must be on hand before any work is started, except concrete or concrete grout, which must be readily available for use, if required. Material and equipment to backfill the excavation to the District's specifications is included as an item which must be on hand.
 - ii. Where a pipe installation is bored, the grouting truck must be scheduled to grout the annular space immediately after the pipe is in place.
 - iii. The established schedule will be followed unless a weather emergency occurs. The definition of "weather emergency" shall be determined by the District's Superintendent or Board of Supervisors in his, her, or its

sole discretion, and may be different for each project, but unless otherwise so determined, a weather emergency shall occur when the National Weather Service declares that a tropical disturbance, tropical depression, tropical storm, or hurricane has traveled or has been located North of 15° North Latitude and West of 80° West Longitude.

- iv. The established schedule shall include a designated NR (no return) point in the progress of the actual work (not a calendar date or time) when the best protection for the levee (or other District Property) if a weather emergency occurs may be to accelerate completion of the project. When this point has been reached, in the sole opinion of the District, the Applicant shall work 24 hours per day until completion. All costs, including extra costs, will be the responsibility of the Applicant.
- v. When a “weather emergency” as defined above occurs before the actual work has reached the NR point on the established schedule, all efforts shall be made to restore the levee to a height and strength equal to its condition before the start of work. The Applicant shall immediately work 24 hours per day until the restoration is complete. All costs of the restoration will be the responsibility of the Applicant.
- vi. In the event the Applicant fails to follow any provision of this permit, the Applicant shall be completely responsible for any loss of life or damage to property during or immediately following the weather emergency which may result because of failure of the levee at the location of the Applicant’s crossing of the levee. Notwithstanding the above, and without relieving the Applicant of any responsibility for failure to follow the directions of the District, the District shall have the right to complete the crossing or restore the levee system to its original or equivalent condition, at the District’s sole option. While the weather emergency exists the District shall have the right to use the Applicant’s material and equipment at the project. Any expenses incurred by the District in doing this work will be reimbursed by the Applicant upon demand.
- vii. The District, at its sole option, may elect to have a District employee or agent continuously observe the Applicant’s work at the site crossing, and the Applicant shall reimburse the District for the actual cost of so doing.

J. As-Built Drawings

- 1. After installation, the Permitted Facility alignment shall be properly identified and marked on the ground, as to its location. In addition, within thirty days after completion of the construction or installation of the Permitted Facility, or any identifiable unit or phase thereof, Permittee

shall deliver to the District in PDF format and on a compact disc as-built engineering drawings and surveys of the facility, with the locations of all parts of the Permitted Facility specified by XY coordinates on the Texas State Plane Coordinate System and, if requested by the District, showing the elevations thereof according to the NAD 83 Datum. All survey sketches and property descriptions shall be signed and sealed by a Texas Registered Professional Land Surveyor, and all other as-built drawings shall be signed and sealed by a Texas Registered Professional Engineer.

2. If complete and correct as-built drawings as required by this Permit are not provided to the District within 30 days of completion of the Facility, the District engineer may provide the as-built drawings, and any unused amounts of the Deposit for As-Built Drawings shall be applied to the cost of doing so, and the Permittee shall reimburse the District upon request for any excess of that cost above that deposit.

3. If complete and correct as-built drawings as required by this Permit are provided to the District within 30 days of completion of the Facility, the District will refund the Deposit for As-Built Drawings to the Permittee.

4. In any event, the District shall have the right at any time to deduct from the Deposit for As-Built Drawings any amounts of any nature owed by the Permittee to the District, whether or not related to the as-built drawings.

K. Decommissioning

1. Permittee shall decommission the Permitted Facility immediately when any of the following occurs:
 - a. The Permitted Facility is abandoned;
 - b. The Permitted Facility is not actively used for its intended purpose for twelve consecutive months; or
 - c. The Permitted Facility deteriorates to the extent that the District decides, in the District's sole discretion, that the Permitted Facility creates or enhances a risk of damage or deterioration to the levee or any other Property of the District.
2. Permittee shall immediately inform the District in writing if any event or condition described in this Section K (1) occurs or exists.
3. Permittee shall provide information to the District concerning the status, use, and condition of the Permitted Facility from time to time upon request of the District.

4. Permittee shall do all of the following as part of the decommissioning of the Permitted Facility:
 - a. Permittee shall file with the District, and shall obtain the District's approval of, a written, detailed decommissioning plan. The District shall approve or disapprove the decommissioning plan, in the District's sole discretion. Permittee shall conduct the decommissioning in strict compliance with the approved decommissioning plan.
 - b. Permittee shall remove the Permitted Facility from the District's easement or other Property.
 - c. Permittee shall restore the levee and all other District Property that was affected by the Permitted Facility, as nearly as practicable to the condition that they were in immediately before the installation of the Permitted Facility, or immediately before the removal of the Permitted Facility, at the District's option. With either option, Permittee shall repair or fill in any holes, gaps, or excavations in the levee or other Property, and Permittee shall plug any pipes or other structures through the levee or other Property. Permittee shall take all actions necessary to prevent any impairment of any of the District's Property as a result of the Permitted Facility or the removal thereof. The restoration shall include, but shall not be limited to, restoration of grass cover.
5. Permittee may decommission only a part of a Permitted Facility, if the District so consents in writing, in the District's sole discretion.

L. Any document, report, or information required from Permittee pursuant to this Permit shall be in writing and shall be signed by an authorized representative on behalf of Permittee.

M. Permittee agrees to notify the District in writing within two weeks after any transfer of all or part of Permittee's ownership in the Permitted Facility.

N. This permit is effective only insofar as the legal rights of the District in the lands and waterways above described are concerned, and Applicant is not relieved of the necessity of obtaining additional rights or permits from the owner or owners of the fee or other estate in the land or from obtaining permits from any City, County, State or Federal Agency exercising jurisdiction over said land or waterways.

O. Unless otherwise specified, any action or decision on behalf of the District may be taken by the District's Superintendent or Board of Supervisors, or on technical decisions, by the District's Engineer.

P. The terms and conditions of the Permit shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of Applicant or the District.

Q. District reserves all rights in the Property not inconsistent with the rights herein granted, and all such reserved rights shall be paramount and superior to rights herein granted to Permittee.

R. In the event of any conflict of terms in the Permit Documents, the more restrictive provision and the provision giving the most protection to the District and the District's Property shall govern and control. The intent of this Permit is to give the maximum protection to the District and the District's Property, and this Permit shall be construed to achieve that intent.

S. The Permit Documents state all of the terms concerning the subject matter hereof. This Permit may not be amended except by a written amendment signed by the District and the Permittee. Permittee represents and warrants that it has neither received nor relied upon any promises, representations, warranties, terms, or other statements concerning this Permit or the subject matter hereof, except for the statements in the Permit Documents.

T. If Applicant or Permittee fails to perform timely any obligation to the District in any way wholly or partly, directly or indirectly, concerning this Permit, the Permitted Facility, or the District's Property, then the District may perform such obligation, and Permittee shall reimburse the District upon demand for the cost of doing so. In acting under this section or under any part of this Permit, the District shall be entitled to act only in its own best interest, and the District shall never be construed to be a fiduciary or agent of Applicant or Permittee.

U. Permittee represents, acknowledges, and conclusively stipulates that the District, its agents, attorneys, representatives, assigns, officers, servants, and employees shall have governmental and official immunity concerning this Permit, the Facility, the District's Property, the subject matter hereof, and any act, omission, or condition in any way concerning any of the foregoing, wholly or partly, directly or indirectly. Neither this Permit, anything herein, nor any act or omission by District, its agents, attorneys, representatives, assigns, officers, servants, or employees in any way directly or indirectly, wholly or partly, concerning this Permit, the District's Property, or the Permitted Facility shall in any way waive, impair, or diminish any governmental immunity, official immunity, or other immunity of any nature of District or its personnel of any nature whatsoever.

V. The term "the Indemnitees" herein includes, jointly and severally, the District, its agents, attorneys, representatives, assigns, officers, servants, and employees. Applicant shall at all times hereafter indemnify, release, and hold harmless the Indemnitees from and against any and all expenses, personal injury, death, property damage, other damages, and losses of any nature whatsoever, and all demands, claims, judgments, executions, and causes of action of any nature whatsoever, whether in contract, tort, or otherwise, by any person, entity, or association whatsoever, arising wholly or partly, directly or indirectly, from the laying, installation, construction, maintenance, repair, operation, relocation, alteration, removal, or existence of the Facility, regardless of any fault on the part of Applicant, its contractors, agents, attorneys, representatives, officers, servants, and employees, or on the part of the Indemnitees, and Applicant shall defend any such action brought against the Indemnitees, and pay any judgment thereon and

all costs and expenses, including attorney's fees plus any and all other costs and expenses incurred by the Indemnitees or on their behalf in connection therewith or resulting therefrom. THIS INDEMNIFIES THE INDEMNITEES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, BUT NOT AGAINST THE INDEMNITEES' GROSS NEGLIGENCE OR SOLE NEGLIGENCE.

SIGNATURES PAGES FOLLOW.

Applicant represents and warrants that this Velasco Drainage District Permit for Use of Premises comes from the website of Velasco Drainage District and contains absolutely no changes from the version of that permit on that website, except: (1) blanks have been filled in; and (2) attachments have been provided. Applicant understands and intends that Velasco Drainage District may rely on the representations in this paragraph, by signing this permit without comparing it to the form on the website to look for differences, and Velasco Drainage District shall be entitled to rely on this paragraph in that manner.

THIS PERMIT CONTAINS A FULL INDEMNIFICATION AND RELEASE CLAUSE FOR PERSONAL INJURY, PROPERTY DAMAGE, AND OTHER LOSSES.

APPLICANT

Company Name (identical to page 1):

By: _____
Signature of Authorized Officer

Name: _____

Title: _____

COSIGNED BY SECOND AUTHORIZED
AGENT OF APPLICANT

By: _____
Signature Printed

Name: _____

Title: _____