

# Brazoria Drainage District No. 4



Permit #  
AUTHORIZING ACTIVITIES WITHIN BOUNDARIES  
OF  
DISTRICT DRAINAGE FACILITIES

PROJECT NAME \_\_\_\_\_

NAME/UNIT # OF DISTRICT  
FACILITY \_\_\_\_\_

DATE PERMIT ISSUED \_\_\_\_\_

DATE PERMIT EXPIRES \_\_\_\_\_

PROJECT  
OWNER/DEVELOPER \_\_\_\_\_

PROJECT  
ENGINEER \_\_\_\_\_

PROJECT  
CONTRACTOR \_\_\_\_\_

SPECIFIC ACTIVITIES AUTHORIZED BY  
PERMIT \_\_\_\_\_

Special Conditions:

1. The approvals/permission granted by this permitted are limited to the ditch maintained by Brazoria Drainage District No. 4. Additional agencies may need to be contacted to obtain approvals for the proposed work.
2. No permanent equipment is to be placed within the high banks of any District facility/Drainage easement without prior approval.
3. Any damage to the channel caused by the applicant or their authorized agents shall be repaired by the applicant at no cost to the District. The area is to be regraded and vegetation is to be re-established to the satisfaction of the District after the work is complete.
4. No excavation will be allowed without prior approval of the District with the District's channel.
5. The Operator must insure that sediment and silt are not released into the District's ditch.
6. Applicant shall notify the District at least **48 hours** prior to any significant operational changes into or within the District's facility.  
**Contact: Tom Daniel, Senior Engineering Technician, 281-485-1434.**

Please be advised that Brazoria Drainage District No. 4 regulates all activities within the boundaries of District Drainage Facilities, in accordance with the *District's Rules, Regulations, and Guidelines*. Permitted activities shall be limited to those shown herein. Notice must be given to the District at least 48 hours prior to commencing permitted activity. This permit must be available on project site while any and all activities are being conducted thereon. The District assumes no liability associated with or resulting from any activities conducted by permit upon District facilities.

IN ACCEPTANCE OF THIS PERMIT, DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND INVITEES AGREE TO RELEASE, ACQUIT, FOREVER DISCHARGE, DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND INVITEES, AGAINST AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OR ACTIONS, SUITS, DEMANDS, DAMAGES, LOSSES, OR LIABILITY WHATSOEVER, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY AND EXPERT FEES AND INVESTIGATION COST ARISING OUT OF, INCIDENTAL TO, OR OTHERWISE RELATED IN ANY WAY TO THE USE OF THIS PERMIT BY DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND INVITEES, WHETHER SUCH CLAIMS ARE CAUSED BY OR CONTRIBUTED TO BY THE JOINT OR CONCURRING NEGLIGENCE OF DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES.

ISSUED BY \_\_\_\_\_ ACKNOWLEDGED BY \_\_\_\_\_