

## Permit and Agreement for On-Water Facility

This Permit and Agreement for On-Water Facility ("Agreement") is entered into by and between the Brazos River Authority ("Authority") and \_\_\_\_\_ ("Permittee").

- I. **Facility.** Permittee may maintain and use a private facility ("Facility") in or on Possum Kingdom Lake ("Lake"), as such Facility is further described in Exhibit A, attached hereto and incorporated by reference herein. Permittee agrees to observe all applicable rules and regulations or other requirements of the Authority with regard to the construction, maintenance and use of the requested Facility, including specifically the conditions set forth in this Agreement.
- II. **Adjoining Land Rights.** Permittee must own or lease the land adjoining the Lake at the site of the requested Facility. Permittee hereby represents that Permittee possesses all necessary land rights on the adjoining Lakeshore land at the site of the requested Facility.
- III. **Term.** This Agreement shall commence upon the Effective Date, and terminate upon the transfer of the necessary land rights on the adjoining Lakeshore land at the site of the requested Facility to a third party ("Transferee"), unless sooner terminated in accordance with this Agreement. Permittee must complete any construction or modification of a Facility permitted by this Agreement within one (1) year of the Effective Date, or this Agreement shall automatically terminate. Upon the termination of this Agreement, in order for Permittee or Transferee to continue to maintain and use the private Facility authorized herein, Permittee or Transferee must enter into a new Agreement for On-Water Facility, as such agreement may be modified or succeeded from time to time; provided, however, Authority shall be under no obligation to approve any such agreement.
- IV. **Fees.** Permittee shall be subject to the following fees:
  1. **Application Fee.** A one-time, non-refundable Application Fee of seventy-five dollars (\$75.00) upon submission of this Agreement for consideration and upon any subsequent request for modification to the Facility. The Application Fee may be adjusted in the future by the Authority, at its sole discretion.
  2. **Annual Permit Fee.** The Annual Permit Fee for the privilege of constructing and maintaining the requested Facility in or on the Lake is zero (0) cents per square foot of Lake area required for the Facility, with the minimum fee being zero dollars (\$0.00) per calendar year. The minimum Annual Permit Fee and rate cited herein may be adjusted in the future by the Authority, at its sole discretion. This Annual Permit Fee shall not be subject to proration.
  3. **Late Fees.** In the event that Permittee shall fail to pay the Annual Permit Fee on or before the day which is thirty (30) days after the day on which payment is due, there shall be finance charges added to such unpaid amount beginning with the date the invoice was due at an annual percentage rate of the lesser of ten (10%) or the highest rate allowed by applicable law until paid. In addition to the finance charges, there will be a twenty-five dollar (\$25.00) late fee added to the unpaid amount thirty (30) days after the date the installment was due. The late fee and finance charges will be added in order to compensate Authority for the extra administrative expenses incurred in collecting delinquent accounts. The late fee and finance charges may be adjusted periodically by the Authority, at its sole discretion.
  4. **Payment. Payment of the Application Fee and the Annual Permit Fee must accompany this Agreement.** Subsequent fees, as adjusted, must be paid by the first day of February of each succeeding year in order to avoid cancellation of this permit and termination of this Agreement. Permittee must reconcile past due fees before the Authority shall approve this Agreement or modification to the Facility.
- V. **Lien Holders.** In the event this Agreement or the facilities approved hereunder are at any time encumbered by a lien, before Authority shall provide the lien holder with notices and opportunity to cure, Permittee must provide the holder of any such lien with a copy of this Agreement, and such lien holder must provide the Authority a signed acknowledgement that the lien holder is aware of and

accepts the terms of this Agreement. It shall be the Permittee's or lien holder's responsibility to provide the Authority with information regarding the lien holder including any change of the lien holder's contact information. Failure to provide the Authority with such information, including the lien holder's signed acknowledgement, may result in exclusion of the lien holder from notices and opportunity to cure.

In the event the Authority receives a lien holder's signed acknowledgement, and the Permittee or lien holder furnishes the Authority with the address to which such lien holder desires copies of notices of default to be mailed, the Authority will thereafter mail to such lien holder at the address so given, by certified mail, postage prepaid, return receipt requested, duplicate copies of any and all notices of default required to be sent to Permittee in accordance with Section VI. below, at the same time that such notice is placed in the mail or otherwise delivered to Permittee.

Any such lien holder may pay any fees, make any repairs and improvements, or may perform any other act required of Permittee under the terms of this Agreement which may be necessary and proper to be done in the observance of the conditions herein, or to prevent the forfeiture of this Agreement, and all payments so made and things so done and performed by such lien holder shall, if made or done in the time period required under this Agreement, including cure periods, be effective to prevent a forfeiture of the rights of Permittee hereunder as the same would have been if timely done and performed by Permittee.

- VI. Default, Cure, and Cancellation.** Permittee shall be considered in default of this Agreement if for any reason 1) Permittee ceases to be the owner of the necessary land rights on the adjoining Lakeshore land, 2) Permittee violates any provisions of any applicable rules, regulations and/or guidelines of the Authority, or 3) Permittee violates the terms of this permit, including, but not limited to, the failure to pay permit fees when due and any violations regarding the construction, maintenance and use of the requested Facility. In the event of default, the Authority shall provide Permittee with written notice of such default and Permittee shall have thirty (30) days to cure such default. Subject to Section V. of this Agreement, if Permittee fails to cure such default in such thirty (30) days, the Authority may, in its sole discretion, cancel this permit and terminate this Agreement.
- VII. Removal of Facilities.** Subject to Section IV of this Agreement, In the event the Authority cancels this permit and terminates this agreement, the Authority may, in its sole discretion, require the facility to be removed. If Permittee or the lien holder fails to remove the facility after such a request by the Authority, the Authority may remove the facility and Permittee shall be liable for any and all costs incurred by the Authority related to the removal of the facility.
- VIII. Water Level.** THE WATER LEVEL IN THE LAKES WILL NOT BE CONSTANT. AUTHORITY LAKES ARE WATER SUPPLY AND CONSERVATION PROJECTS. WHILE IT IS THE DESIRE OF THE AUTHORITY TO KEEP THE LAKES AS FULL AS POSSIBLE, THE LEVEL OF THE WATER WILL VARY, DEPENDING ON THE AMOUNT OF WATER USED FROM THE LAKES, EVAPORATION RATES, GENERATION OF HYDROELECTRIC POWER, AMOUNTS OF RAINFALL AND RUNOFF IN THE BRAZOS BASIN UPSTREAM, AND OTHER FACTORS. THE LEVEL IN ANY LAKE WILL DROP AS MUCH AS 33 FEET BELOW THE FULL LAKE LEVEL. THE AUTHORITY WILL NOT CREDIT, PRO-RATE, REFUND, OR PROVIDE ANY FORM OF COMPENSATION FOR THE INABILITY OF PERMITTEE TO UTILZE ON-WATER PERMITTED FACILITIES.
- IX. Assignment.** This Agreement may not be assigned by Permittee, and any such assignment shall be void.
- X. Modifications.** No modifications shall be made to the permitted Facility without the express written approval of the Authority. Any request for modification to the Facility must be accompanied by an application form describing and depicting the proposed modifications and the one-time, nonrefundable Application Fee of seventy-five dollars (\$75.00) provided for in Section IV. above.

## **XI. Additional Requirements Regarding Facilities**

1. The privilege of installing an On-Water Facility is not an inherent right with the control or ownership of waterfront property.
2. The Authority exercises the right to grant or deny On-Water Facility Permits and any modifications to Facilities as deemed appropriate in the sole discretion of the Authority.
3. The Authority may permit no more than one On-Water Facility on any one shoreline lot, and, the Area Project Manager at each of its lakes may establish a minimum shoreline footage requirement for placement of any On-Water Facility.
4. This Agreement must be approved and signed by the Authority before construction of the requested Facility is initiated.
5. Identification furnished by the Authority must be posted conspicuously on all permitted facilities.
6. The requested Facility shall be installed and maintained only in the location specifically authorized by the Authority.
7. The requested Facility must be generally located as close to the center most portion of the water frontage as possible.
8. No Facility may be situated in a manner that interferes or obstructs access to other permitted facilities or neighboring properties.
9. The requested Facility may not extend further than 100 feet into the Lake from the shoreline nor more than one-third of the distance between opposite shorelines of the Lake, unless otherwise agreed to in writing by the Authority because of circumstances which make conformance with such limits impossible or impracticable. In narrow sections of the Lake where the distance between opposite shorelines is 120 feet or less, a clear channel at least 40 feet in width shall be maintained between the proposed Facility and facilities on the opposite shoreline.
10. Amber reflectors must be installed on all sides of the requested Facility at no greater than 20-foot intervals. Any portion of the Facility which is permitted to extend further than 100 feet into the Lake shall be illuminated during all hours of darkness.
11. Buoyancy for any floating Facility shall be provided by Styrofoam, polystyrene or a similar flotation material that is encapsulated in an approved rustproof, noncorrosive shell (such as, high impact polyethylene). Barrels, drums or other improvised flotation equipment shall not be used in constructing the Facility.
12. Living quarters, kitchens, sinks, bathing facilities or toilet facilities are not allowed in or on facilities permitted on the Lake.
13. Dredging, filling or otherwise altering or reconfiguring the bed of the Lake, or excavating, filling or reshaping of Authority lands without written permission from the Area Project Manager is prohibited.
14. If more than fifty (50) cubic yards of nontoxic dredged or fill material (native soil, concrete, sand, gravel or rock) are to be discharged below elevation one thousand (1,000) feet in the construction of the requested Facility, Permittee must obtain a Department of the Army permit for such Facility from the U.S. Army Corps of Engineers.
15. All facilities must be structurally sound and in a condition that does not threaten public health, safety, welfare, or constitute a hazard to anyone occupying or utilizing the Lakes or Facility.

Responsibility for the safety and structural soundness of the Facility shall reside entirely with the Permittee.

16. The Authority may conduct spot inspections of the Facility and require Permittee, at Permittee's sole cost and expense, to bring the Facility into compliance with current on-water facility standards as may be adopted by the Authority in its sole discretion from time to time.
17. Facilities may be required to be removed or modified if, in the opinion of the Area Project Manager, they constitute a hazard to navigation, public health, safety, welfare, or a hazard to anyone occupying or utilizing the Lakes or Facility.
18. Permittee agrees that the Authority may enter onto Permittee's property, at reasonable times, for the purpose of inspecting the Facility.
19. Permittee shall, at Permittee's sole cost and expense, comply with any and all additional requirements of federal, state, county, municipal and Brazos River Authority laws, ordinances, orders, rules and regulations, as such may be adopted and amended from time to time, including, but not limited to: (i) obtaining any additional permits, licenses, or applications or paying any other fees as required by any other entity; (ii) Authority's Regulations of Brazos River Authority Lakes and Associated Lands; (iii) and any other rules and regulations adopted by Authority.
20. Additional information and forms may be obtained from the Brazos River Authority at the following address and telephone number:

Brazos River Authority  
Lake Granbury Office  
4552 Mambrino Highway  
Granbury, TX 76048  
817-573-3212

Brazos River Authority  
Lake Limestone Office  
20226 Sterling Robertson Dam Rd.  
Thornton, TX 76687  
903-529-2141

Brazos River Authority  
Possum Kingdom Office  
301 Observation Pt. Rd.  
Graford, TX 76449  
940-779-2321

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BRAZOS RIVER AUTHORITY**

**PERMITTEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Reservoir Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Application Form For On-Water Facility**

**Permittee Information**

Permit to be issued in the name of: \_\_\_\_\_  
*The requesting party's name and address (as it will be stated on the permit)*

Mailing Address: \_\_\_\_\_ Telephone (home) \_\_\_\_\_  
\_\_\_\_\_ (office or cell) \_\_\_\_\_ (fax) \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

If the permit is to be issued in a business name, please enter the name and job title of the person authorized to sign the contract and responsible for the permit:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Lien Holder Information** *(if applicable)*

Lien Holder: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Telephone \_\_\_\_\_ (fax) \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

**Facility Information**

Applying for:  New Construction of facility  
 Modification of the current facility  
 Transfer of existing facility *(if checking this box, please provide the name of the previous owner below)*

Name of previous permittee: \_\_\_\_\_

**Location of structure or facility:**

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Tract: \_\_\_\_\_ Area: \_\_\_\_\_ Section: \_\_\_\_\_

Acreage: \_\_\_\_\_ Survey: \_\_\_\_\_ Block: \_\_\_\_\_ Phase: \_\_\_\_\_

County: \_\_\_\_\_ Abstract: \_\_\_\_\_

**Physical Address of property where facility will be located:** \_\_\_\_\_  
*(physical address required)* \_\_\_\_\_

**Type of facility for which a permit is requested (dock, pier, ramp, boathouse, etc.):** \_\_\_\_\_

<b>Dimensions of facility:</b>	<b><u>Width</u></b>	<b>by</b>	<b><u>Length</u></b>	<b><u>GPS Coordinates</u></b>	
Walkway:	_____ ft.		_____ ft.	Latitude	Longitude
Main:	_____ ft.		_____ ft.	_____	_____
Other:	_____ ft.		_____ ft.		
_____	_____ ft.		_____ ft.		

For new construction or modification: Attach a sketch drawn to scale of the proposed facility, showing all dimensions to include side view, top view, and end view; including minimum distances from the facility to property boundaries as such boundaries are extended into the Lake.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Name of Dock Builder: \_\_\_\_\_

**Payment Enclosed:** Application Fee: \$ 75.00  
Annual Permit Fee: \$ 0.00  
**Total:** \$ 75.00

*Do Not Write Below This Line*

Approval recommended by: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Approved not to exceed \_\_\_\_\_ square feet of Lake area, as shown on the attached sketch. **Permit No.** \_\_\_\_\_

**BRAZOS RIVER AUTHORITY**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Troy Weatherhead; Proj. Mgr./Program Coordinator