

Permit and Agreement for Residential Water Use

This Permit and Agreement for Residential Water Use ("Agreement") is entered into by and between the Brazos River Authority ("Authority") and _____ ("Permittee") to become effective on _____ ("Effective Date").

- I. **Water Use.** Permittee may divert water from _____ ("Lake"), at the location described in Exhibit A, attached hereto and incorporated by reference herein. The maximum annual water usage per residential unit is 60,000 gallons. Permittee agrees to observe all applicable rules and regulations or other requirements of the Authority with regard to the maintenance and use of all pipelines, pumping equipment, electrical lines and all other facilities ("Facilities") necessary for transporting the water, including specifically the conditions set forth in this Agreement.
- II. **Land Rights and Easement.** This Agreement does not grant Permittee permission to place Facilities upon or across land owned or leased by anyone other than the Permittee, including other Authority leased property. If Permittee must place the Facilities upon or across land owned or leased by someone other than Permittee, it is Permittee's responsibility to obtain such other landowner's or lessee's permission prior to the placement of the Facilities.
- III. **Term.** This Agreement shall commence upon the Effective Date, and shall continue until terminated by Permittee, transferred to a third party ("Transferee"), or sooner terminated in accordance with this Agreement. This Agreement shall terminate if Permittee ceases to own or lease the property adjacent to the location described in Exhibit A. Upon the termination of this Agreement, in order for Permittee or Transferee to continue to use the water authorized herein, Permittee or Transferee must enter into a new Agreement for Residential Water Use, as such agreement may be modified or succeeded from time to time; provided, however, the 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 twenty-five dollars (\$25.00) upon submission of this Agreement for consideration. The Application Fee may be adjusted in the future by the Authority, at its sole discretion. **Upon approval of the Application, Permittee has up to one year from the Effective Date to obtain a license from the U.S. Army Corps of Engineers (USACE) and to submit a copy of the license to the Authority. If not received by the Authority within one year of the Effective Date, this Agreement is cancelled.**
 2. **Annual Permit Fee.** The Annual Permit Fee for the privilege of installing and maintaining the Facility and the right to divert water is fifty-nine dollars and fifty cents (\$59.50) for calendar year 2023. The Annual Permit Fee will be adjusted annually 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) 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, as approved by Authority's Board of Directors.
 4. **Payment. Payment of the Application Fee must accompany this Agreement. The Annual Permit Fee will be due upon approval of the USACE license.** Subsequent annual fees, as adjusted each year, must be paid by the first day of January 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 any transfer of this Agreement.

- V. Default, Cure, and Cancellation.** Permittee shall be considered in default of this Agreement if for any reason 1) Permittee violates any provisions of any applicable rules, regulations and/or guidelines of the Authority, or 2) 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 installation, maintenance and use of the requested Facilities. 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. 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.
- VI. Water Use.** THE WATER IN THE LAKE IS NOT POTABLE. IT IS EXPRESSLY UNDERSTOOD THAT THE WATER IS NOT SUITABLE FOR DRINKING.
- VII. Removal of Water Facilities.** IN THE EVENT THE AUTHORITY CANCELS THIS PERMIT AND TERMINATES THIS AGREEMENT, THE AUTHORITY MAY, IN ITS SOLE DISCRETION, REQUIRE THE FACILITIES (PUMP, PIPING, ELECTRICAL LINES, AND ALL FACILITIES NECESSARY FOR TRANSPORTING WATER) TO BE REMOVED. IF PERMITTEE FAILS TO REMOVE THE FACILITIES AFTER SUCH A REQUEST BY THE AUTHORITY, THE AUTHORITY MAY REMOVE THE FACILITIES AND PERMITTEE SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED BY THE AUTHORITY RELATED TO THE REMOVAL OF THE FACILITIES.
- VIII. Water Level.** THE WATER LEVEL IN THE LAKES WILL NOT BE CONSTANT. AUTHORITY LAKES ARE WATER SUPPLY AND CONSERVATION PROJECT. 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, PRORATE, REFUND OR PROVIDE ANY FORM OF COMPENSATION FOR THE INABILITY OF PERMITTEE TO DIVERT WATER AS PERMITTED.
- IX. Assignment.** This Agreement may not be assigned by Permittee, and any such assignment shall be void.
- X. Additional Requirements Regarding Water-Use Permits.** This Agreement must be approved and signed by the Authority before installation of the Facilities is initiated.
1. The requested Facilities shall be installed and maintained only in the location specifically authorized by the Authority **and the U.S. Army Corps of Engineers.**
 2. Facilities may be required to be removed or modified if, in the opinion of the Area Project Manager **or the U.S. Army Corps of Engineers**, it or its operation is an inconvenience to others or if it constitutes a hazard to navigation, public health, safety, welfare, or a hazard to anyone occupying or utilizing the Lakes or adjacent land.
 3. This water shall be used on Permittee's premises for domestic purposes only. It is not for resale to others.
 4. **If Permittee is diverting water from a Corps of Engineers lake, it is Permittee's responsibility to comply with any additional Corps of Engineers requirements prior to the placement of Facilities or diversion of water.**
 5. 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.

- 6. Permittee agrees that the Authority may enter onto Permittee's property, at reasonable times, for the purposes of inspecting the Facilities.
- 7. Additional information and forms may be obtained from the Brazos River Authority at the following locations:

Brazos River Authority
Accounts Receivable
P.O. Box 7555
Waco, TX 76714
254-761-3100

Agreed to this ____ day of _____, 20__.

BRAZOS RIVER AUTHORITY

PERMITTEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Application Form for Residential-Use Water Permit

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: _____

Diversion Location on

Applying for: New permit Re-issue permit
 Transfer of existing water facility (if checking this box, please provide the name of the previous owner below)

Name of previous permittee : _____

Location of residence where water is to be diverted:

Subdivision: _____ Lot: _____ Tract: _____ Area: _____ Section: _____
Acreage: _____ Survey: _____ Block: _____ Phase: _____
County: _____ Abstract: _____

Physical Address of property where facility will be located:

(Physical Address required)

Pump Location (only if different than above):

Subdivision: _____ Lot: _____ Tract: _____ Area: _____ Section: _____
Acreage: _____ Survey: _____ Block: _____ Phase: _____
County: _____ Abstract: _____

Signature of Applicant

Date

Payment Enclosed: Application Fee: \$ 25.00 *Amount due with application –Please be sure you have a*
Annual Permit Fee: \$ 59.50 *USACE license or temporary license before pumping water and*
Total: \$ 84.50 *send a copy of your license when it is approved.*

Do Not Write Below This Line

Approval recommended by: _____ Date: _____

Permit No. _____

BRAZOS RIVER AUTHORITY

Approved by: _____ Date: _____

Printed Name: _____

U.S. ARMY CORPS OF ENGINEERS' LICENSE NUMBER _____ **APPROVED ON:** _____