



## PERMIT REQUIREMENTS

1. A properly completed permit agreement and site plan with the lessee's complete mailing address, properly signed by the lessee. **LESSEE MUST SIGN AND DATE EVERY PAGE SUBMITTED WITH THE PERMIT PACKAGE.**
2. Ownership of leasehold interest must be properly registered.
3. A plat with property boundaries, and location and dimensions of proposed construction is required. Show setbacks from property lines and location of other structures.
4. Detailed plans showing square footage and number of bedrooms, etc. is required.
5. Required fees must be paid.
6. Inspector will review agreement for proper documents and information.
7. If the permit agreement is approved, an on-site inspection will be scheduled.
8. If approval is given at the on-site, authorization will be given to commence construction.

### RETAINING WALL / BOATHOUSE PERMIT: VALID FOR SIX (6) MONTHS

1. Plat must show area of lot to be walled and location and length of wall.
2. Retaining walls, boathouses or any other construction that will be in contact with the water must specify what type of material is to be used.
3. Piers / boathouses shall not exceed a total length of forty (40') feet, inclusive of all porches, decks, and other attachments or protrusions. No pier / boathouse shall exceed a total of twenty-four hundred (2400') square feet in area, inclusive of all porches, decks, and other attachments or protrusions. No boathouse shall exceed one (1) story. A flat deck area may be permitted on the roof; provided, however, that the total height of all structures (including parapets, handrails, or any other architectural feature) shall not exceed twenty feet (20') above 378 feet MSL. ROOF OVERHANG IS INCLUDED WHEN FIGURING LENGTH AND AREA OF BOATHOUSE.
4. Site plans for boathouses must include a front and side elevation view.
5. As-built surveys for boathouses must reflect the elevation to the highest point of the boathouse, as well as total area; inclusive of all roof overhangs, porches, decks, and other attachments or protrusions.

### PAINTING / STAINING OF PIER OR BOATHOUSE PERMIT:

1. A permit shall be required whenever painting, staining or other similar procedures are to be performed on any pier or boathouse extending out over the Lake. If the painting or staining is being done as part of a construction or renovation project requiring a permit, the Lessee shall inform the District and the District shall waive any additional permit fee for the painting or staining permit. For all painting, staining and other similar procedures performed on piers and boathouses, the following conditions shall apply:
  - (i) If the paint, stain, or other substance to be applied to the pier or boathouse is non-petroleum based, no special draping or wrapping of the work area shall be required; **provided, however that the Lessee and/or its contractor shall make the product available to the District for inspection prior to beginning any work.**
  - (ii) If the paint, stain, or other substance is petroleum based but is to be applied to the pier or boathouse with conventional brushes or rollers only (i.e., no spraying), no special draping or wrapping of the work area shall be required; **provided, however, that the Lessee and/or its contractor shall make the work area and all equipment and the petroleum based product available to the District for inspection prior to beginning any work.**
  - (iii) If the paint, stain, or other substance is petroleum based and is to be applied by spraying (whether all or in part), the Lessee shall (x) cause the work area to be draped or wrapped with protective sheeting so as to minimize the dispersion of any petroleum based product into the Lake or the surrounding environment, and (y) **notify the District when draping is complete so that the work area, including all equipment and the petroleum based product, can be inspected prior to beginning any work.**
  - (iv) Upon completion of any painting or staining process (whether or not draping and wrapping is required), the Lessee shall immediately notify the District and make the work area available for a final inspection.

**BUILDING PERMIT: VALID FOR ONE (1) YEAR**

1. New residence construction must have a copy of the authorization to construct and a copy of the septic system diagram included with the permit.

**DREDGING PERMIT: VALID FOR TWO (2) WEEKS**

1. The holder of a dredging permit shall notify the District when the dredging is actually going to occur, in order to schedule an inspection. No dredging shall commence prior to such inspection.

**PERMIT FEES:**

Building Permit (including garage)	\$.30 per sq. ft. (minimum \$50.00)
Additions	\$.30 per sq. ft. (minimum \$50.00)
Dredging	\$100.00
Construction Fee for Pier / Boathouse	\$125.00 (additional \$75.00 with a 6-month renewal)
Pier / Boathouse (annual)	\$.35 per sq. ft.
Painting / Staining of Pier / Boathouse	\$50.00
Private Boat Ramp	\$200.00
Public Boat Ramp	No charge, but requires a signed permit
Retaining Wall	\$1.25 per linear ft. (minimum \$100.00)
Water Pump (annual)	\$200.00
Swimming Pool	\$100.00
Assignment Registration Fee (required)	\$15.00 per lot
Lien Registration Fee (voluntary)	\$10.00 per lot
Re-plat Fee	\$125 for up to four (4) lots: \$100 <u>per lot</u> for five (5) or more lots

**NO PERMIT REQUIRED:**

Open Deck / Porch (including screened-in)	Water Well
Fence	Personal Watercraft Lift
Satellite Receiver	Storage Building (144 sq. ft. or less)



## FRANKLIN COUNTY WATER DISTRICT

P.O. Box 559, Mount Vernon, Texas 75457 • 903-537-4536  
112 N. Houston St., Mount Vernon, Texas 75457

**PROVIDED THAT THE DISTRICT RECEIVES A COMPLETE PERMIT APPLICATION WITH ALL REQUIRED INFORMATION, THE DISTRICT SHALL RESPOND TO SUCH PERMIT REQUEST WITHIN TEN (10) DAYS.**

### PERMIT AGREEMENT

NUMBER: \_\_\_\_\_

( ) Paid

Date of Agreement: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Name of Lessee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Section: \_\_\_\_\_ Development: \_\_\_\_\_

Type of Permit: \_\_\_\_\_ Fee: \_\_\_\_\_

Contractor's Name (if applicable): \_\_\_\_\_

Contractor's Address & Phone Number: \_\_\_\_\_

#### Initials

- \_\_\_\_\_ 1. **No variance from the terms of this permit is allowed without prior approval from the District. Any construction not completed in strict compliance with the permit terms shall subject the Permittee to imposition of finest, administrative penalties and/or forced removal of improvements.**
- \_\_\_\_\_ 2. Lessee agrees for itself, its successors, assigns and agents, to pay all fees, rentals, and charges as established by the District, and abide by all rules, regulations, conditions, and restrictions regarding the placement and use of the permitted improvements, as well as all rules pertaining to general use of the Lake, as published by the District from time to time. Failure to pay such fees, rentals and charges, or to abide by all such rules, regulations, conditions and restrictions shall subject the permitted improvements to enforcement actions by the District, including forced removal.
- \_\_\_\_\_ 3. Lessee agrees for itself, its successors, assigns and agents, that the improvements permitted herein and the construction thereof will comply in all respects with (i) all Rules and Regulations enforced by the District, and (ii) all applicable laws and regulations of the State of Texas, and the United States of America.
- \_\_\_\_\_ 4. Building permits are valid for a period of one (1) year from the date of issuance. Dredging permits are valid for a period of two (2) weeks. All other permits are valid for a period of six (6) months from the date of issuance. Failure to complete permitted construction, improvement or replacement prior to expiration of the permit shall constitute a default under this Permit Agreement. Such default by permittee shall entitle the District to exercise any remedy available to it under the terms of the Lease or at law including, without limitation, termination of the Permit Agreement and/or the Lease.
- \_\_\_\_\_ 5. The District assumes no responsibility for the workmanship of any lessee, contractor or builder, and the District makes no representations or assurances as to the fitness for any particular purpose of any improvement whatsoever.

- \_\_\_\_\_ 6. The issuance of this Permit shall not be construed to release Lessee, its successors, assigns or agents, from responsibility to insure that construction does not encroach over any setback or property lines or otherwise violate any size and dimension restrictions.
- \_\_\_\_\_ 7. With respect to measurements based on lake level or other similar data, Lessee acknowledges that any publicly available information provided by the District (whether in person or in written or electronic communication) is for informational purposes only and is subject to independent verification. Reliance on such information by Lessees or contractors shall **not** constitute compliance with District Rules and Regulations.
- \_\_\_\_\_ 8. Lessee agrees, at its sole cost and expense, to determine whether the construction, excavation, or dredging activities permitted hereunder shall have any effect on any on-site or off-site sewer facility on, under, around or serving the Premises and the District makes no representation or warranty whatsoever in connection therewith. **LESSEE AGREES THAT THE FAILURE TO OBTAIN ALL NECESSARY APPROVAL AND AUTHORIZATION WITH RESPECT TO SEWER FACILITIES MAY LEAD TO THE FORCED REMOVAL OF IMPROVEMENTS.**
- \_\_\_\_\_ 9. **AS ADDITIONAL CONSIDERATION, AND AS A CONDITION PRECEDENT TO THE GRANT OF THIS PERMIT AGREEMENT BY THE DISTRICT, LESSEE AGREES (FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS) TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS OR CAUSES OF ACTION ARISING AFTER THE EFFECTIVE DATE HEREOF, INCLUDING ALL COSTS OF DEFENSE AND ATTORNEYS' FEES INCURRED BY THE DISTRICT IN CONNECTION THEREWITH, AND ANY ORDERS, DECREES OR JUDGMENTS WHICH MAY BE ENTERED THEREIN, BROUGHT AS A RESULT OF BREACHES OF CONTRACT OR TORTUOUS CONDUCT, OR ALLEGED BREACHES OF CONTRACT OR ALLEGED TORTUOUS CONDUCT, OR AS A RESULT OF ALLEGED DAMAGES RESULTING FROM AN INJURY TO PERSON OR PROPERTY SUSTAINED IN OR ABOUT SAID PREMISES BY ANY PERSON OR PARTY WHATSOEVER.**
- \_\_\_\_\_ 10. **NO PERMIT WILL BE FINALIZED WITHOUT AN AS-BUILT SURVEY**

**Describe in detail the scope of your project.**

**Provide a list of materials to be used for your project.**

**LESSEE MUST SIGN AND/OR INITIAL AND DATE EVERY PAGE SUBMITTED WITH THE PERMIT PACKAGE**

\_\_\_\_\_ Initials      \_\_\_\_\_ Date

# PROJECT ILLUSTRATION

**Top (aerial) view**

**Side / front view**

LESSEE MUST SIGN AND/OR INITIAL AND DATE EVERY PAGE SUBMITTED WITH THE PERMIT PACKAGE

\_\_\_\_\_ Initials      \_\_\_\_\_ Date

## SITE / LOCATION PLAN



(Must show dimensions to property lines)



By its signature hereon and submittal of this Permit Agreement in its entirety, Lessee agrees (for itself and its successors and assigns) to abide by the terms hereof, which terms shall automatically be incorporated into and become apart of any permit issued by the District. **NOTARIZED SIGNATURE MUST BE DATED WITHIN 30 DAYS OF PERMIT AGREEMENT SUBMISSION DATE.**



\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Lessee.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

AUTHORIZATION TO CONSTRUCT: FCWD

FINAL APPROVAL: FCWD

\_\_\_\_\_  
Date \_\_\_\_\_

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