



PERMIT REQUIREMENTS

1. A properly completed permit agreement and site plan with the lessee's complete mailing address, properly signed by the lessee.
2. Ownership of leasehold interest must be properly registered.
3. Required fees must be paid.
4. Compliance Officer will review agreement for proper documents and information.
5. If the permit agreement is approved, an on-site inspection will be scheduled.
6. If approval is given at the on-site, authorization will be given to commence construction.

PAINTING / STAINING OF ON-WATER FACILITY PERMIT: VALID FOR NINETY (90) DAYS

1. A permit shall be required whenever painting, staining or other similar procedures are to be performed on any On-Water Facility 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 On-Water Facilities, the following conditions shall apply:

(i) If the paint, stain, or other substance to be applied to the On-Water Facility 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 On-Water Facility 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.

PERMIT FEES:

Painting / Staining of On-Water Facility

\$50.00



FRANKLIN COUNTY WATER DISTRICT

903-537-4536

P.O. Box 559, Mount Vernon, Texas 75457
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:

Physical Lake Lot Address:

E-Mail Address:

Lot:

Block:

Section:

Development:

Type of Permit:

Painting / Staining:

Contractor Name:

Contractor Phone #:

Fee: \$50.00

SPECIAL CONSIDERATIONS

In addition to the applicable rules and regulations, the following special condition will apply.

Painting / Staining:

Painting / staining permits are valid for ninety (90) days.

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

_____ Initials _____ Date

Describe in detail the scope of your project, type of structure, etc.:

Please select all that pertain to your project:

- Water Base
- Oil Base
- Brush On
- Roll On
- Spray On

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

_____ Initials _____ Date

Initials

- _____ 1. **No variance from the terms of this permit is allowed without prior approval from the District. If any work is not completed in strict compliance with the permit terms, the Permittee will be subject to imposition of fines, 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 Permittee to enforcement actions by the District, including without limitation, imposition of administrative penalties and forced removal.
- _____ 3. Lessee agrees for itself, its successors, assigns and agents, that the improvements permitted herein 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. Painting / staining permits are valid for a period of ninety (90) days from the date of issuance. Failure to complete permitted work 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. **Lessee acknowledges that Lake Cypress Springs (the "Lake") is not a "constant level" or "controlled level" lake and is subject to drought or flooding without warning. Lessee acknowledges that (i) the District makes no representation or warranty, express or implied, regarding the Lake level at any given time or the District's ability to control the Lake level; (ii) the District makes no representation or warranty, expressed or implied, regarding the habitability of the leased property for the structure to be built, repaired or replaced under this permit (the "Permitted Structure") or the suitability of the leased property for any use intended by the Lessee or allowed by the District under this permit.**
- _____ 7. **Lessee agrees not to sue the District and waives any claim it may have now or in the future against the District for damage to the Permitted Improvements resulting from lake levels being inconstant or from flooding, high water, drought, or similar occurrence, even if any of these occurrences is caused or alleged to be caused, in whole or in part, by the District, whether through the District's negligence or otherwise.**
- _____ 8. 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 **does not** constitute compliance with District Rules and Regulations.

9. Lessee recognizes the risk inherent in improving structures on and in close proximity to the Lake because of the risks associated with flooding, high water, and drought conditions. As a condition of, and in consideration for, the District's granting this permit, as between the District and the Lessee, the Lessee assumes all risk of destruction of or damage to the Permitted Improvements. As part of this assumption of risk, Lessee, for itself and its heirs and assigns, expressly releases the District from all loss, costs, and liability for damage or destruction to the Permitted Improvements. Lessee's agreements to release the District from and indemnify the District against loss, costs, and liability as described in this section apply even if the loss, costs, or liability is caused or is alleged to be caused, in whole or in part, by the negligent acts or omissions or strict liability of the District. This section does not require the Lessee to release the District from or indemnify the District against loss, costs, or liability caused by the District's gross negligence or willful misconduct.

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 a part 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: