



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. 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. Compliance Officer 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 / ON-WATER FACILITY: VALID FOR SIX (6) MONTHS

1. Plat must show area of lot to be walled and location and length of wall.
2. Retaining walls or On-Water Facilities must specify what type of material is to be used.
3. No fixed On-Water Facility constructed on District Property shall exceed a total of two thousand (2,000) square feet of covered area, with the total area not to exceed three thousand (3,000) square feet. Floating On-Water Facilities conforming to the rules and regulations herein are excluded from the total allowable area. No On-Water Facility constructed on District Property shall exceed one (1) story. Notwithstanding the foregoing, 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-five feet (25') above 378.0 feet MSL.
4. Site plans for On-Water Facilities must include a front and side elevation view and the Internal Range.
5. As-built surveys for On-Water Facilities must reflect the elevation to the highest point of the On-Water Facility, as well as total area; inclusive of all roof overhangs, porches, decks, and other attachments or protrusions. The As-built survey must also indicate the Internal Range.

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.

BUILDING PERMIT: VALID FOR ONE (1) YEAR

1. New residential structures must have a copy of the authorization to construct and a copy of the septic system diagram included with the permit.
2. New residential structures and added finished area must be designed and constructed to be elevated so that the finished floor elevation at the lowest location is elevated to or above 385.50 ft. m.s.l. A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice.
3. Detached garages, gazebos, storage buildings, decks, and patios (or similar structures) are permitted to be constructed in whole or in part at any elevation. However, all materials, fixtures, and assets positioned at or below 385.50 ft. m.s.l. shall be able to withstand periodic temporary inundation of flood waters.

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 On-Water Facility	\$125.00 (additional \$75.00 with a 6-month renewal)
On-Water Facility (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 per lot 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

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:

On-Water Facility:

Contractor Name:	Contractor Phone #:	Fee:
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Painting / Staining:

Contractor Name:	Contractor Phone #:	Fee:
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Building:

Contractor Name:	Contractor Phone #:	Fee:
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Retaining Wall:

Contractor Name:	Contractor Phone #:	Fee:
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Dredge:

Contractor Name:	Contractor Phone #:	Fee:
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Other (State Type):

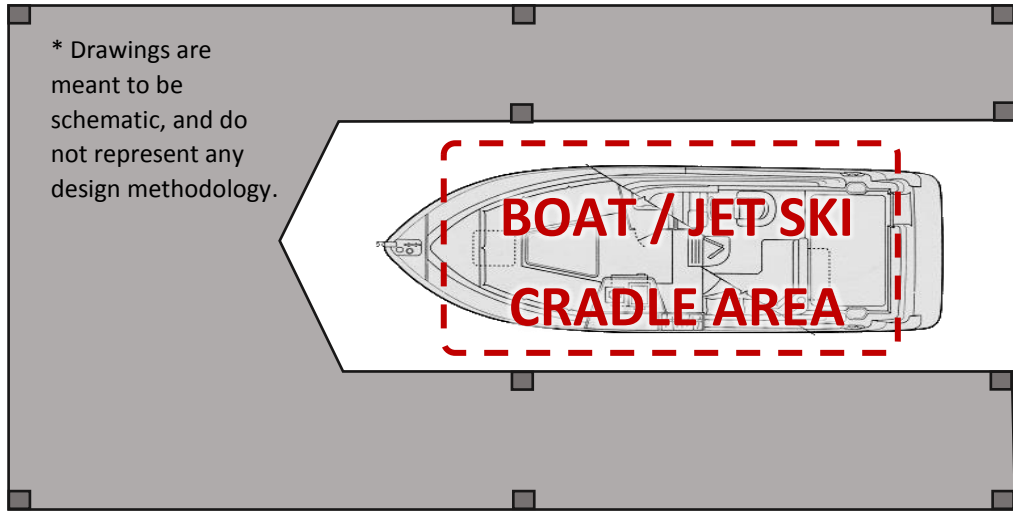
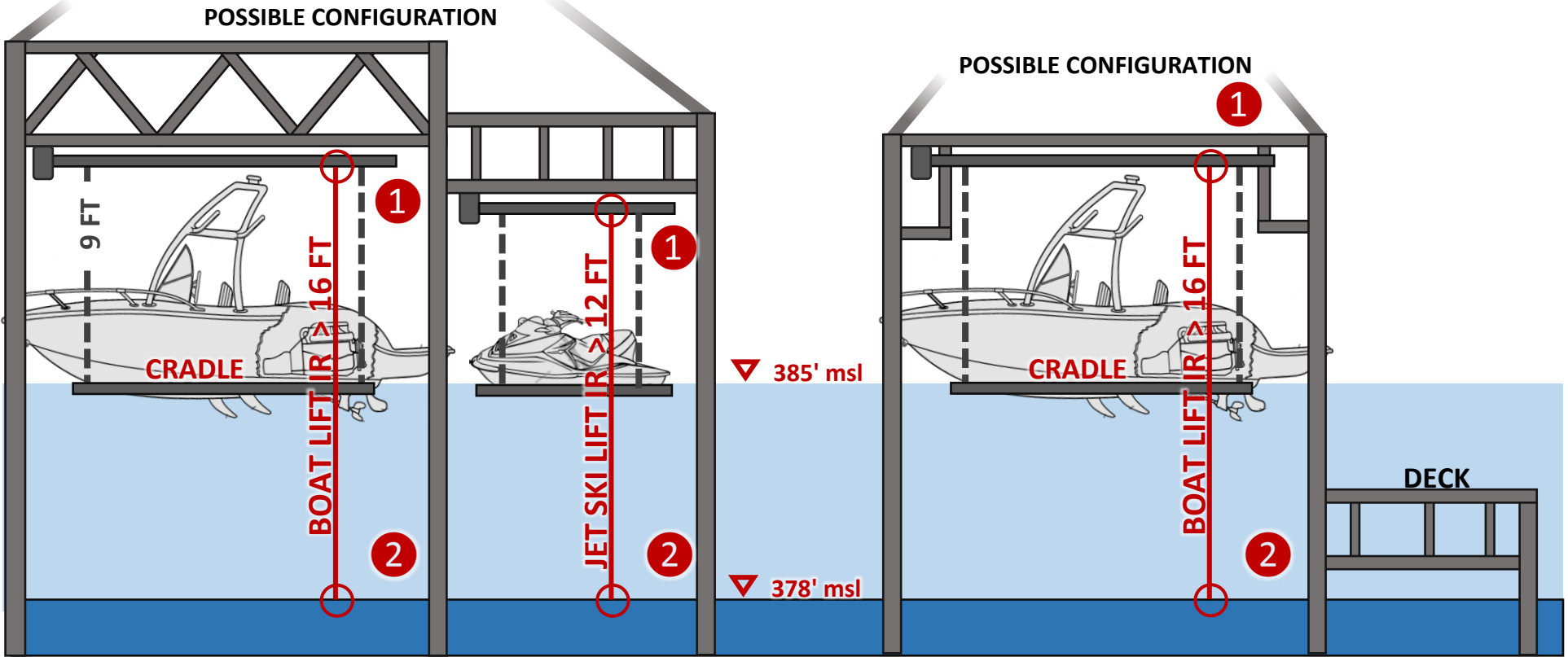
Contractor Name:	Contractor Phone #:	Fee:
		Total:

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 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 permitted improvements 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 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 from the date of issuance. Painting / staining permits are valid for a period of ninety (90) days from the date of issuance. 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. **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.**
- _____ 8. **Lessee agrees not to sue District and waives any claim it may have now or in the future against the District for a “taking” or “inverse condemnation” of either the Permitted Structure or the portion of the leased premises on which the Permitted Structure is located 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.

- _____ 9. 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.
- _____ 10. 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.**
- _____ 11. **Lessee recognizes the risk inherent in constructing structures on and inhabiting property located 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 Structure or any of Lessee's property and the property of third parties located on or at the Permitted Structure and assumes all risk of bodily injury or death to any person on or at the Permitted Structure resulting from any cause. As part of this assumption of risk, Lessee, for itself and its heirs and assigns, expressly:**
- (i) releases the District from all loss, costs, and liability for (1) damage or destruction to the Permitted Structure or any of Lessee's property located on or at the Permitted Structure resulting from any cause, and (2) bodily injury or death to Lessee or any family member on or at the Permitted Structure; and**
 - (ii) shall indemnify the District against all loss, costs, and liability resulting from (1) damage or destruction to any property of a third party located on or at the Permitted Structure resulting from any cause, and (2) bodily injury or death to any person while located on or at the Permitted Structure.**
- _____ 12. **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.**
- _____ 13. **NO PERMIT WILL BE FINALIZED WITHOUT AN AS-BUILT SURVEY**



DETERMINING INTERNAL RANGE (IR)

Boat and jet ski lifts are required to maintain a minimum **16.00 ft.** and **12.00 ft.** Internal Range (IR), respectively, as measured by the distance from the lowest lift obstruction **1** to the normal pool water surface elevation **2** inside the **CRADLE AREA**.

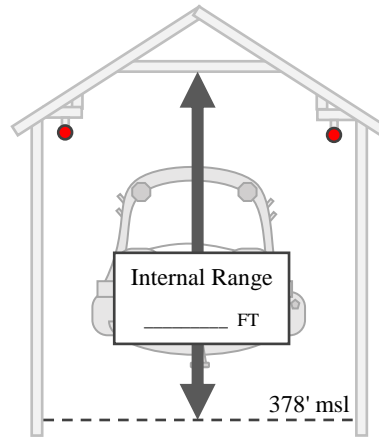
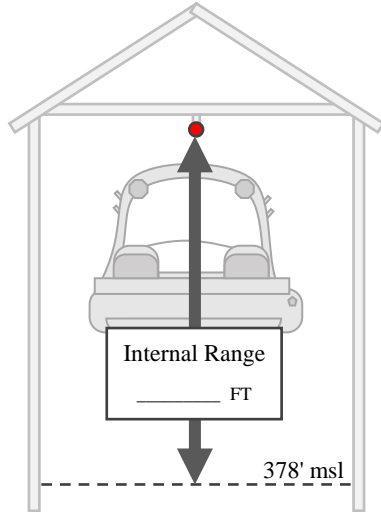
LESSEE MUST SIGN AND/OR INITIAL AND DATE EVERY PAGE SUBMITTED WITH PERMIT PACKAGE

_____ Initials _____ Date

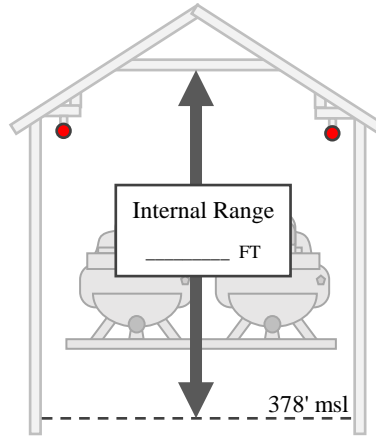
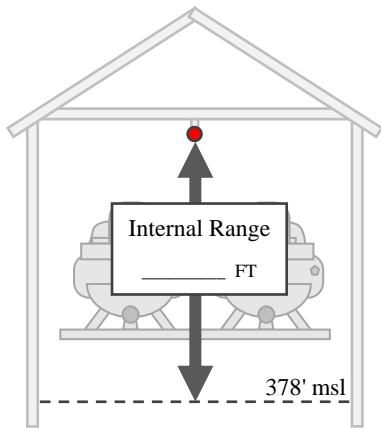
INTERNAL RANGE INFORMATION

Provide Lift Information

I Intend to install 1 2 3 Boat Lifts that are Single Pole Double Pole



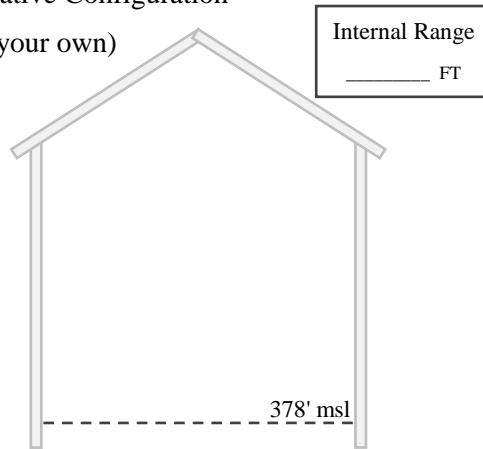
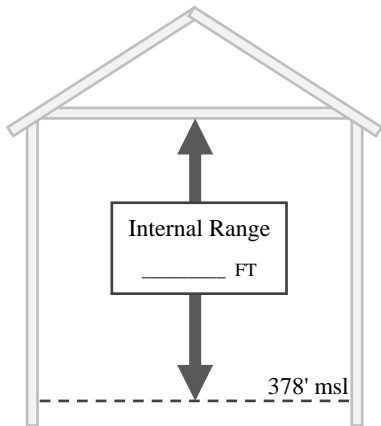
I Intend to install 1 2 Jet Ski Lifts that are Single Pole Double Pole



I do not intend to install any Lifts

Alternative Configuration

(draw your own)



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

_____ Initials _____ Date

Describe in detail the scope of your project:

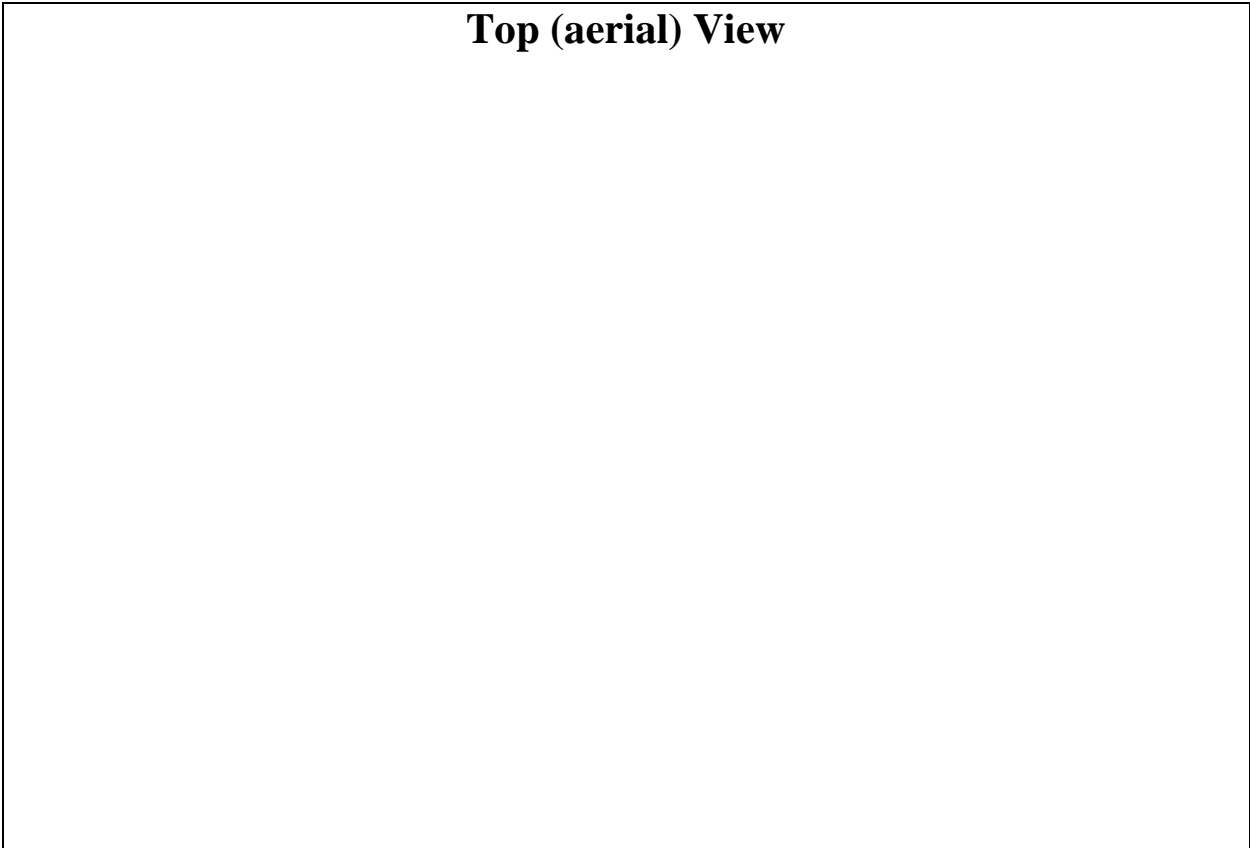
Provide a list of materials to be used for your project

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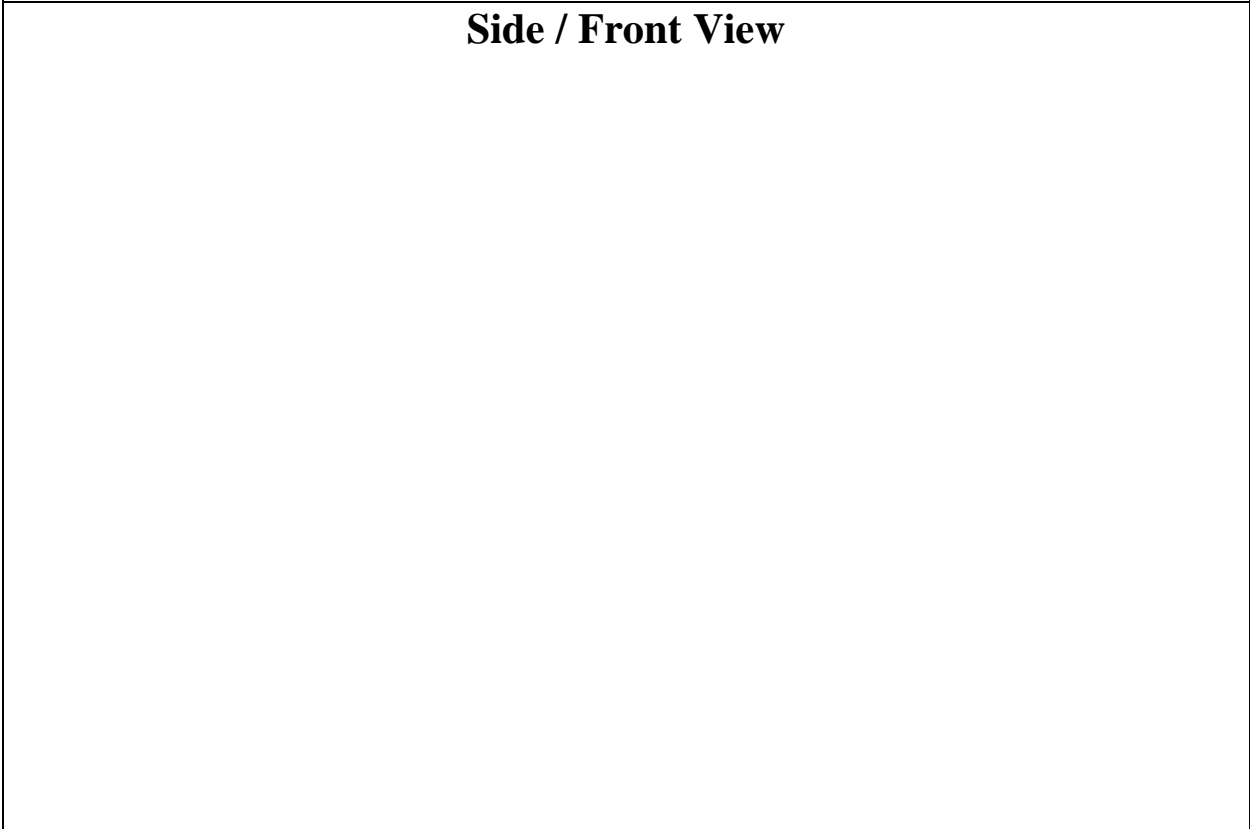
_____ Initials _____ Date

PROJECT ILLUSTRATION

Top (aerial) View



Side / Front View



LESSEE MUST SIGN AND/OR INITIAL AND DATE EVERY PAGE SUBMITTED WITH 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 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: _____