

FCWD CONSTRUCTION PERMIT

PERMIT AGREEMENT

NUMBER:

☐ Paid

Date of Agreement:		Phone Number:	
Name of Lessee:		Email:	
Mailing Address:			
Physical Lake Lot Address:			
Lot:	Block:	Section:	Development:

CONTRACTOR OF RECORD

Name of Contractor:	Phone Number:
Email:	

INITIAL

_____	Lessee authorizes above listed contractor to be the Contractor of Record for this permit.
_____	Contractor acknowledges being listed as the Contractor of Record for this permit application.

TYPE OF PERMIT (CHECK ONLY ONE)

☐	On-Water Facility	☐	Building
☐	Painting / Staining (Standalone)	☐	Retaining Wall
☐	Dredge	☐	Water Pump
☐	Demolition	☐	Other (Specify): _____

**Painting / Staining applications can be included on an On-Water Facility Application.*

**Lessee is considered the contractor unless otherwise stipulated.*

ATTACHMENTS (CHECK APPLICABLE)

REQUIRED FOR

☐	FCWD Prerequisite Permit Checklist	All Permits
☐	FCWD Permit Fees	All Permits
☐	FCWD Permit Agreement	All Permits
☐	FCWD Project Description and Materials List	All Permits
☐	FCWD Project Illustration	All Permits Except Paint / Stain
☐	FCWD IR1 and IR2	Boat House Permits
☐	FCWD USACE 404 Agreement/Correspondence	Over-Water Activities
☐	Other (Specify): _____	
☐	Other (Specify): _____	
☐	Other (Specify): _____	

Lessee's Signature

Date

FCWD PREREQUISITE PERMIT CHECKLIST

INSTRUCTIONS: All pages of this application must be submitted regardless of applicability. If a page is not applicable, it must still be submitted and indicated as “N/A”. All required items on this checklist must be included with this permit application before the application is considered administratively complete. Incomplete applications will not be accepted or reviewed. Mark each appropriate box indicating inclusion and completeness.

ALL PERMITS

☐	A properly completed permit agreement and site plan with the Lessee's complete mailing address, signed and dated by the Lessee, with original signatures, including any exhibits and attachments.
☐	All exhibits and attachments must be property labeled.
☐	A survey with property boundaries, location, and dimensions of proposed construction is required. Show all setbacks from property lines and location of other structures.
☐	Detailed plans showing square footage and number of bedrooms, etc. is required. New residential areas must contain a finished floor elevation and septic information.
☐	A complete materials list.

RETAINING WALL

VALID FOR 180 DAYS

☐	Survey must show area of lot to be walled and location, length, and depth of wall.
☐	Retaining walls must specify what type of material is to be used.
☐	Retaining wall shall be designed and constructed in a manner that improves the shoreline alignment, functionality, enhances the aesthetics of the lake.
☐	Retaining wall must be constructed to a height of 2-ft above normal pool elevation of 378.0 msl.
☐	Construction activities that disturb soil on FCWD property must employ SWPPP erosion control practices (silt protection fencing, rock gabions, etc.) to minimize sediment entering the lake.

ON-WATER FACILITIES

VALID FOR 180 DAYS

☐	On-Water Facilities must specify what type of materials are to be used.
☐	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. 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.
☐	Floatation-type docks and deck-mounted lifts shall not be exempt from the permit requirements.
☐	Site plans for On-Water Facilities must include front, rear, and side elevation views & Internal Range.
☐	As-built surveys for On-Water Facilities must reflect the elevation of the deck and 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.

_____ *Initials* _____ *Date*

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

PAINTING / STAINING OF ON-WATER FACILITY**VALID FOR 90 DAYS**

- ☐ 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.
- ☐ Paint / Stain Permit applications are required to include the amount of material needed to complete project. All materials necessary to complete the project must be present at time of on-site inspection.

BUILDING PERMIT**VALID FOR 1 YEAR**

- ☐ Building materials must specify the type of material to be used.
- ☐ New residential structures must have a copy of the authorization to construct and a copy of the septic system diagram included with the permit. If no modifications are needed to the current OSSF, Lessee must provide documentation from the County Septic Inspector of approval to proceed with construction.
- ☐ 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. msl. 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.
- ☐ 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. msl. shall be able to withstand periodic temporary inundation of flood waters.

_____ *Initials* _____ *Date***LESSEE MUST SIGN AND/OR INITIAL AND DATE EVERY PAGE SUBMITTED WITH PERMIT PACKAGE*

DREDGING PERMIT**VALID FOR 180 DAYS**

- ☐ Upon requesting a dredging permit, the requesting Lessee must advise the District whether dredged soil is to be spread on the Lessee's lot or hauled off site. No dredged soil or fill material shall be deposited in the Lake. No dredged soil or fill material shall be transported on or across the Lake by any means, including by a work barge.
- ☐ 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.
- ☐ Construction activities that disturb soil on FCWD property must employ SWPPP erosion control practices (silt protection fencing, rock gabions, etc.) to minimize sediment entering the lake.
- ☐ Upon completion, the FCWD shall immediately be notified the work has been completed and the work area is to be available for a final inspection.

DEMOLITION**VALID FOR 90 DAYS**

- ☐ Upon requesting a demolition permit, the requesting Lessee must advise the District what type of machinery is to be used to perform demo.
- ☐ The holder of the permit must advise the District how the demolition materials will be removed from District property.
- ☐ The holder of the demolition permit shall notify the District before start of demolition.
- ☐ All demolition activities must specify the type of stormwater protection practices that will be used to protect the water quality of the reservoir from soil disturbances and demolition debris. This includes having an appropriate Stormwater Pollution Prevention Plan (SWPPP) in place (per TCEQ), such as skirted containment booms, silt protection fencing, rock gabions, etc.

WATER PUMP PERMIT**VALID FOR 180 DAYS**

- ☐ No water shall be pumped or diverted from the lake except as specifically authorized by the issuance of such permit.
- ☐ All water pumps must be elevated at or above an elevation of 385.5 msl.
- ☐ Materials list in the permit must include the size of the motor.

_____ *Initials* _____ *Date***LESSEE MUST SIGN AND/OR INITIAL AND DATE EVERY PAGE SUBMITTED WITH PERMIT PACKAGE*

OTHER PERMIT REQUIREMENTS:

- The District will not accept incomplete permit applications.
- Ownership of leasehold interest must be properly registered.
- Only a single Permit type will be accepted per application, with the exception of painting/staining of new On-Water Facilities.
- Double sided Permit applications will not be accepted.
- A Contractor shall be required to obtain a Commercial Work Permit prior to conducting any Permitted Commercial Activity, including construction, dredging, or other activities on the Lake that require the use of heavy equipment on or around the Lake, including use of a vessel and/or work barge.
- In addition to the terms and conditions of the District Permit and the Rules, all applicable construction activities in the District, including dredging, filling or retaining wall activities, shall be performed in accordance with all applicable regulations and permits of the U.S. Army Corps of Engineers.
- Award of a Permit or approval of a project by the District does not constitute a determination that any Lessee, contractor, construction, or project is in compliance with any other applicable State or Federal law, including regulation and permits of the U.S. Army Corps of Engineers. Lessee understands that additional notifications, Permits, or approvals may be required by Lessee or Contractor to ensure the project is in compliance with State and Federal laws.
- All Contractors must first be registered.
- Required fees must be paid.
- Compliance Officer will review agreement for proper documents and information.
- If the FCWD deems the Permit Agreement is acceptable, an on-site inspection will be scheduled.
- If approval is given at the on-site, authorization will be given to commence construction.
- Permitted Commercial Activities, including construction, dredging or other activities that require the use of heavy equipment on or around the Lake, including a vessel and/or work barge must also submit a Commercial Work Permit Application.

Lessee's Signature

Date

FCWD PERMIT FEES

PERMIT FEES	FEE	MINIMUM
☐ Building Permit	\$.35 per sq. ft.	\$50
☐ Building Additions	\$.35 per sq. ft.	\$50
☐ Dredging	\$150.00	
☐ On Water Facility	\$.35 per sq. ft.	\$50
☐ Painting / Staining	\$75.00	
☐ Private Boat Ramp	\$200.00	
☐ Public Boat Ramp	No charge, but requires a signed permit	
☐ Retaining Wall	\$1.50 per linear ft.	\$50
☐ Demolition	\$100.00	
☐ Swimming Pool / Sport Court	\$125.00	
☐ Miscellaneous Building Fee	\$100.00	
☐ Extension / Renewal of Permit	\$100.00	
☐ Water Pump	Prorated @ \$200/year	

FEE CALCULATIONS

Lessee's Signature

Date

FCWD PERMIT AGREEMENT

INITIAL

_____	NO CONSTRUCTION SHALL COMMENCE UNTIL AN ON-SITE HAS BEEN CONDUCTED AND AUTHORIZATION HAS BEEN GIVEN.
_____	INCOMPLETE PERMITS WILL NOT BE ACCEPTED.
_____	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 Lessee and/or Contractor to imposition of fines, administrative penalties and/or forced removal of improvements.
_____	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.
_____	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.
_____	Building permits are valid for a period of one (1) year from the date of issuance. Dredging permits are valid for a period of six (6) months, however are only active for 2-weeks from the date of activation. Demolition permits are valid for a period of ninety (90) days 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.
_____	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.
_____	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.
_____	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.
_____	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.
_____	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.
_____	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.
_____	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.
_____	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.

NO PERMIT WILL BE FINALIZED WITHOUT AN AS-BUILT SURVEY.

Any amendments to this Permit Application shall require a written request, signed and dated by Lessee, and must contain a full description with design, changes and/or updates. Approval is at the discretion of FCWD.

Lessee recognizes and agrees FCWD has advised Lessee that additional Permits, authorization, or notifications may be required by State and/or Federal entities, including a Clean Water Act Section 404 permit, for the activities relating to the activities authorized in this Permit. FCWD makes no representations or assurances regarding compliance with State or Federal law, and Lessee recognizes that it is the responsibility of the Lessee and/or Contractor to obtain approvals and maintain compliance under any State or Federal laws applicable to the activities authorized in this Permit. Lessee agrees to indemnify, defend, and hold harmless the District from and against any and all costs, claims, damages, suits, or causes of action arising after the date below, including all costs of defense, enforcement, and attorneys' fees incurred by the District in connection therewith, and any orders, decrees, damages, or judgments which may be entered therein, brought as a result of any activities, work, actions, conduct, or omissions arising out of or in connection with this Permit or any other activities conducted on District property, whether authorized or not authorized by the District.

FRANKLIN COUNTY
WATER DISTRICT

☐	Water Base	☐	Oil Base
☐	Brush-On	☐	Roll-On
☐	Spray-On	☐	None to be Applied
☐	Other (Specify): _____		

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FCWD PROJECT ILLUSTRATION

Top (Aerial / Plan) View

Front View

_____ *Initials* _____ *Date*

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



FCWD PROJECT ILLUSTRATION

Rear View

Side View

_____ *Initials* _____ *Date*

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

SITE / LOCATION PLAN



(Drawing must show dimensions to property lines)

_____ *Initials* _____ *Date*

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

FCWD USACE AGREEMENT

INSTRUCTIONS: Indicate Yes, No, or N/A for each of the steps below to confirm agreement of each statement. By completing the steps below, permittee is confirming that it has determined that a USACE preconstruction notification is not required for the project OR will be required to provide additional USACE permitting information to complete the FCWD permit package.

☐	Project is considered a Boat Ramp, Minor Structure & Facility, Dredging, or Temporary Fill and Structure, as defined by the USACE; Project does not include the reclamation of land.	NO	Submit, as part of your permit package, an approved USACE 404 Nationwide or Individual Permit, and all Agency correspondence.						
☐	Dredging project for boat slips and/or stall will not exceed 50-foot in width by 40-foot in length (per FCWD).	NO							
☐	Dredging for boat lanes to access on-water facilities and docks will not exceed 15 feet (width) and 300 feet (length).	NO							
☐	Dredged material will NOT be <u>deposited</u> in lake waters or Wetland areas.	NO							
☐	Overall Project (including elements above) will <u>NOT MOVE, DEPOSIT, OR REMOVE</u> more than 500 cubic yards (total) of material in lake waters or wetland areas.	NO							
☐	Project will NOT impact more than 1/10th acre (4,356 ft ²) of property.	YES	☐	Project will NOT impact Wetlands or Littoral Zone Areas.	YES	☐	Project will NOT Impact Cultural / Historical Areas.	NO	Submit, as part of your permit package, a USACE Notice to Proceed Letter and all Agency correspondence.
☐	Project will NOT Impact Threatened and Endangered Species Critical Habitat.	YES	☐	Project will NOT Impact Threatened and Endangered Species Critical Habitat.	YES	USACE Preconstruction Notification NOT Required.			

Applicant represents that the above-referenced statements are true and understands that applicant, regardless of the above, may be subject to additional requirements by state and/or federal entities. Applicant understands that it is sole responsibility of applicant to determine whether additional submittals are necessary.

Lessee's Signature

Date

FCWD USACE CORRESPONDENCE

In addition to the terms and conditions of the Franklin County Water District (District) Permit and the Rules, all applicable construction activities in the District, including dredging, filling or retaining wall activities, shall be performed in accordance with all applicable regulations and permits of the U.S. Army Corps of Engineers (USACE). When pre-construction notification is required by the USACE, the District requests an approved USACE Section 404 Nationwide or Individual Permit, and all Agency correspondence.

In response to this requirement, the District has received permit applications from permittee's that include correspondence from the USACE. This correspondence is often in email format and includes generic support for a certain proposed projects or methodology of construction. Although the District does not object to lessees or contractors having discussions with the USACE about proposed projects for clarification, the District will not accept this type of USACE correspondence as valid proof of USACE compliance. For projects requiring or suspected to require USACE permit approval, the District will only accept administratively complete submittals with valid project numbers accompanied by formal Section 404 permit approval. The District will also accept exemption letters on USACE letterhead. All other correspondence will be rejected.

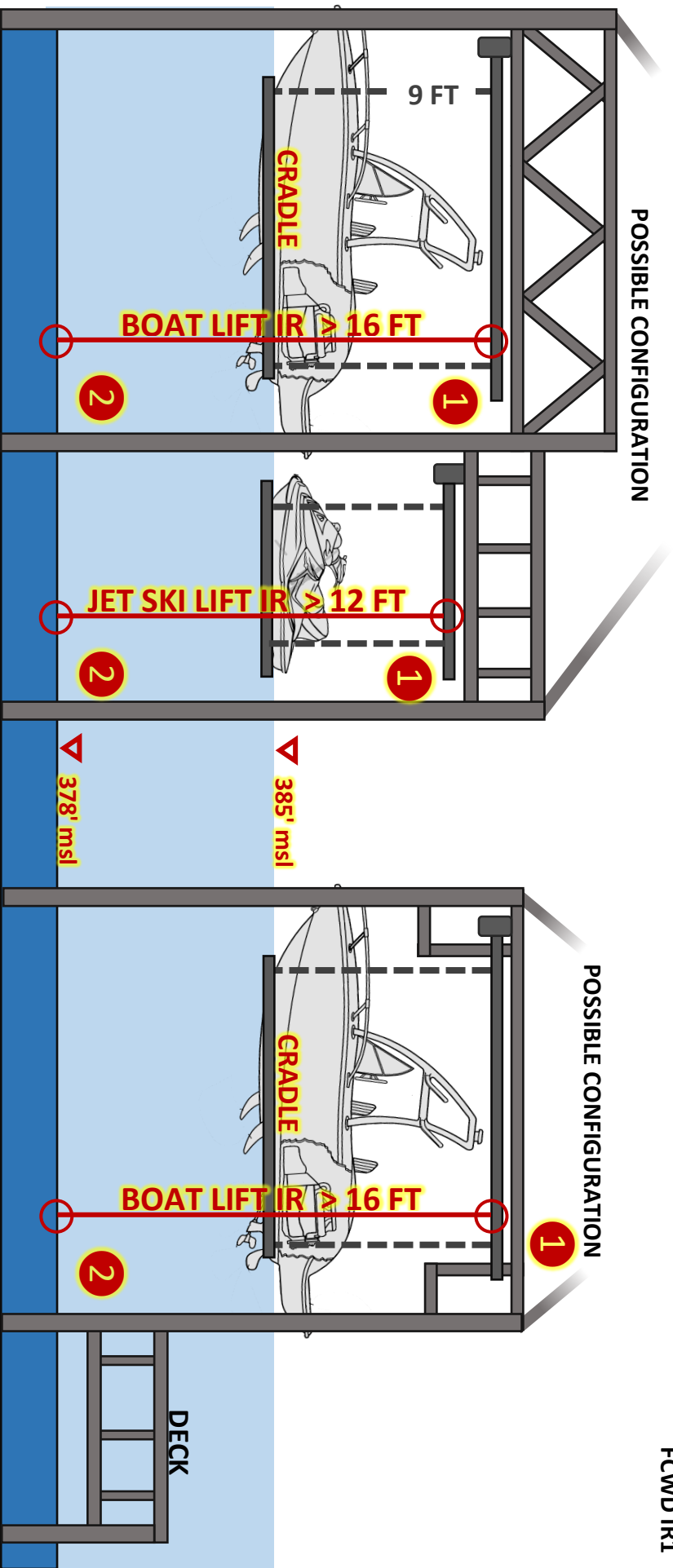
Instructions for pre-application meeting submittals with the USACE can be found at the web address:

<https://www.swf.usace.army.mil/Missions/Regulatory/Permitting/Application-Submittal-Forms/>

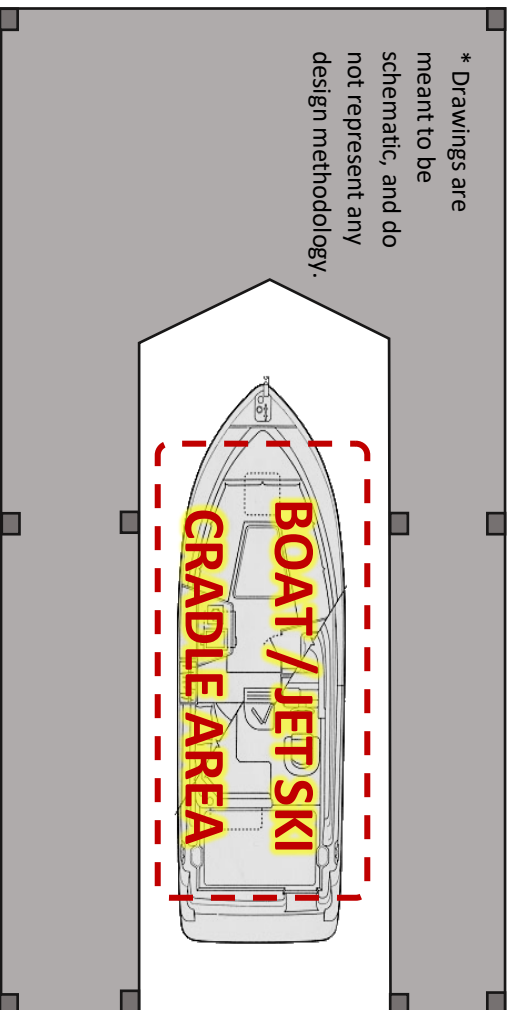
Granting a permit by the District does not constitute a determination that any Lessee, contractor, construction, or project is in compliance with any other applicable State or Federal law, including regulation and permits of the USACE.

Lessee's Signature

Date



* Drawings are meant to be schematic, and do not represent any design methodology.



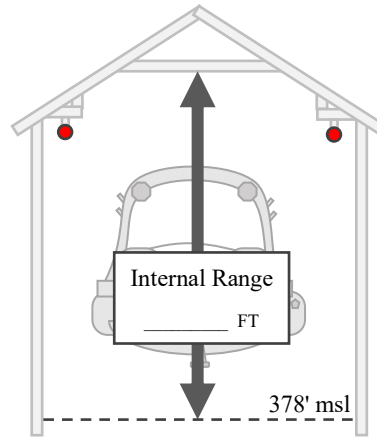
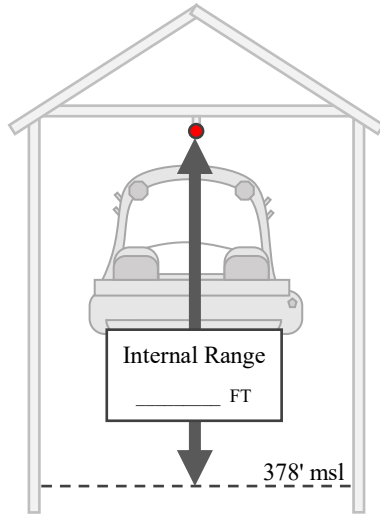
DETERMINING INTERNAL RANGE (IR)

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**.

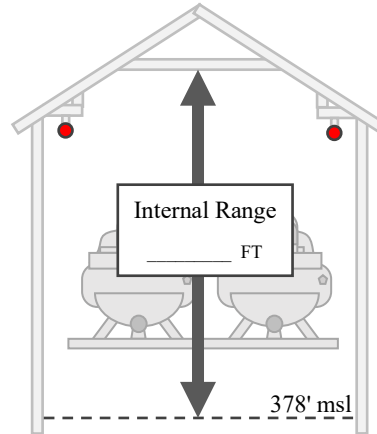
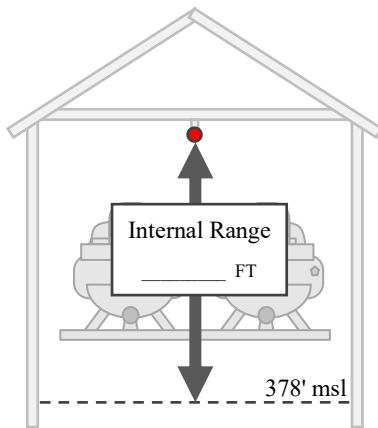
FCWD IR2 (INTERNAL RANGE DIAGRAM #2)

Provide Lift Information

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

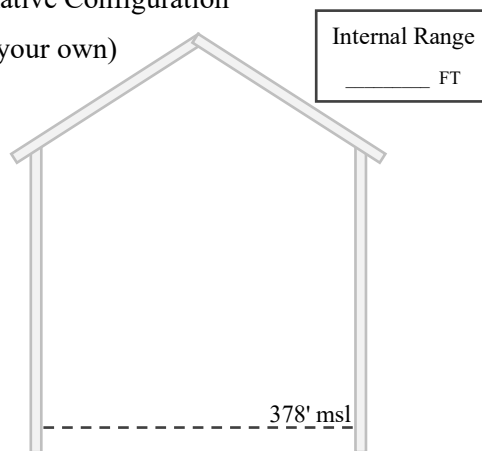
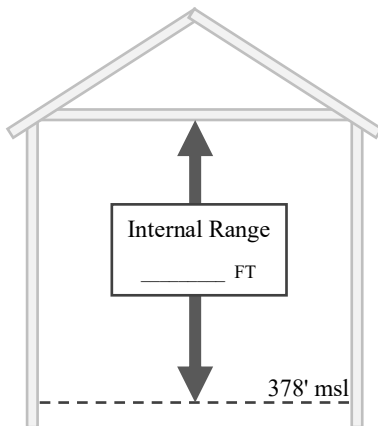


☐ I Intend to install ☐ 1 ☐ 2 Jet Ski Lifts that are ☐ Single Pole ☐ Double Pole



☐ I do not intend to install any Lifts

☐ Alternative Configuration
(draw your own)



_____ *Initials* _____ *Date*

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

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: _____