FCWD RETAINING WALL / DREDGE PERMIT

FOR USE WITH: Retaining Walls, Bulkheads, Reclaim, Stabilization, and Dredging:

PERMIT AGREEMENT NUMBER: **RECEIPT 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:	

**Lessee is considered the contractor unless otherwise stipulated*

TYPE OF PERMIT (CHECK ONLY ONE)

☐ Retaining Walls - Walls, Bulkheads, Bank Stabilizations, Reclaims

☐ Dredging

PERMIT FEES	FEE	MINIMUM
RETAINING WALL	$1.50 per linear ft.	$50
DREDGE	$150.00	

FEE CALCULATIONS

ATTACHMENTS

FCWD Prerequisite Permit Checklist

FCWD Permit Agreement

FCWD Project Description and Materials List

FCWD Project Illustration

FCWD USACE Acknowledgement

FCWD Permit Terms

_____ _____

Lessee's Signature *Date*

FCWD PREREQUISITE PERMIT CHECKLIST

INSTRUCTIONS: **Double sided permit applications will not be accepted.** 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.

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 plat with property boundaries, location, and dimensions of proposed construction is required.
- Show all setbacks from property lines and location of other structures.
- A complete material list.

RETAINING WALL — VALID FOR 180 DAYS

- Plat 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.
- **NO RETAINING WALL PERMIT WILL BE FINALIZED WITHOUT AN AS-BUILT SURVEY. As-built surveys for Retaining walls must show the length, location and retaining wall height (msl).**

DREDGING — 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.

_____ _____

Lessee's Initials *Date*

OTHER PERMIT REQUIREMENTS

- Ownership of leasehold interest must be properly registered.
- Only a single Permit type will be accepted per application.
- 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 Initials *Date*

- **NO CONSTRUCTION SHALL COMMENCE UNTIL AN ON-SITE HAS BEEN CONDUCTED AND WRITTEN AUTHORIZATION HAS BEEN GIVEN.**
- 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.
- **Retaining Wall permits are valid for a period of six (6) months 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. 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 ensure 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 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.
- 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, its officers, employees and representatives from and against any and all costs, claims, damages, suits, or causes of action arising out of activities authorized by this Permit 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.

_____ _____

Lessee's Initials *Date*

FCWD PROJECT DESCRIPTION

DESCRIBE, IN DETAIL, THE SCOPE OF YOUR PROJECT

FCWD PROJECT MATERIALS LIST

MATERIALS LIST	

Lessee's Initials *Date*

FCWD PROJECT ILLUSTRATION

Site/Location Plan View



(Drawing must show dimensions to property lines)

FCWD USACE ACKOWLEDGEMENT

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). Lessee acknowledges pre-construction notification may be required by the USACE, under an approved USACE Section 404 Nationwide Permit, or the project may require an Individual Permit.

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 further acknowledges by signature below, that it has made an independent determination regarding application of USACE regulations and permits to the construction activity and will perform the work in compliance with such requirements.

_____ _____

Lessee's Initials *Date*

FCWD PERMIT TERMS

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.

_____ _____

Lessee's Signature *Date*

AUTHORIZATION TO CONSTRUCT: FCWD FINAL APPROVAL: FCWD

_____ _____

Date:_____ Date: _____