

APPENDIX F

TOLEDO BEND RESERVOIR PERMIT FORMS

Private Use Permit Information

The Toledo Bend Operation Joint Project, Sabine River Authority of Texas, and Sabine River Authority of Louisiana owns and regulates respective portions of Toledo Bend Reservoir as well as a "Buffer Zone" known as "Leaseback", around the Reservoir, which was (in LA), leased back to the original owners for a period of 99 years. This interest must be assigned to the current adjacent landowner to exercise the exclusive rights stated therein.

Although habitable structures and or sewage facilities are prohibited on and below Leaseback; structures such as storage buildings (with windows for inspection), piers, boathouses, decks, outdoor pavilions, seawalls, boat launches, and private water withdrawal systems are permitted only with the express consent and supervision of the Shoreline Department.

In an effort to distribute the use of the Reservoir with regard to the public interest, an individual's contractual Leaseback Rights, and neighborhood concerns, it is the policy of the Authority to limit an individual's designated area below the 172 MSL contour to:

1. A maximum of 1/3 of a cove (note-small cove boat lanes may require an excess of 1/3 for boat traffic)
2. A minimum of 100 linear feet (L/F) from a buoyed boat lane
3. Not to exceed 300 L/F (if area is available)
4. Not to exceed 160 MSL lake bottom elevation on structures which extend more than 50 L/F from the 172 MSL contour.

In the instance where a natural depth year around access (160 MSL) channel exist, the primary goal of 1/3 of a cove may or may not be adjusted on a case-by-case basis. Priority will be given to the public issue vs. feasibility of dredging and the need for individual access.

Should an issue arise in regard to an existing structure being beyond the 1/3 rule, a review of the permit file data will be performed to determine the future of said structure. Structures and activities, which extend laterally into an adjacent lessee's area, may only remain with a written release from said adjacent leaseback assignee. The 1/3 rule and boat lane safety issues cannot be optioned off.

It is the Shoreline Manager's policy to design and present permit applicants, upon request, with a drawing describing subject area below 172 MSL. Applicants must draw in structures with dimensions, depth at a specific date (or convert to lake bottom MSL), sign drawing and return with applicable permit fees (\$35 for structures and dredges etc.), application and deed or lease which includes an assignment of Leaseback Rights.

Each set of activities requires a permit which remains pending up to 18 months or until completion, notification, final inspection and approval by the Shoreline Department.

Pending projects may be modified by submitting a signed revised drawing for review and approval. Permit approval is permanent to the current owner as long as structure is maintained in a sound condition or ownership changes.

A permit plate will be issued for each site and/or water withdrawal. **These plates must be displayed.** Damaged or lost plates will be replaced at no charge.

A water withdrawal permit is required to mechanically withdraw raw water from Toledo Bend Reservoir. Private use water withdrawal permits are payable one year in advance. The current fee is \$50 with no applicable tax, per household and approximately one acre irrigated area, and will be billed annually on the first of the month of the one-year expiration.

Water withdrawal permits remain in effect and annual renewal payments are due until such time as you chose to advise the Authority in writing or by acknowledging in the space provided on your renewal statement which states that you do not wish to renew said permit and you **HAVE REMOVED** your pump and surface lines.

An inspection will be made, normally within two weeks, to confirm that pump and surface lines are removed and if so your responsibility ceases. Should facilities be locked or otherwise inaccessible, please communicate with the Shoreline Department. Until said written request and inspection is completed, a contract is still in effect!

Should you sell your property, it is your responsibility to notify the Authority of the new owner's name and address, to advise him of his obligation to transfer **all applicable permits**, or for water withdrawal permits to remove the water withdrawal system yourself and advise the Authority you wish to cancel your permit and that you have removed your pump and surface lines, and request an inspection.

Permits may be obtained at the SRA of LA Office located at Pendleton Bridge and Hwy. 6 or via mail. Phone (318-256-4112) and fax (318-256-4179) communications can expedite review and approval concerns.. Should you have any questions regarding leaseback, rules, regulations and permits, you may contact the Shoreline Manager Monday through Thursday from 7 AM to 5:30 PM for assistance.

Harold H. Temple



Shoreline Manager

**SABINE RIVER AUTHORITY OF TEXAS
ROUTE 1, BOX 270
BURKEVILLE, TEXAS 75932
(409) 565-2273**

**GENERAL INFORMATION
FOR PRIVATE PROPERTY OWNERS**

PRIVATE LIMITED USE PERMIT

This permit covers that portion of land between your property line and the Reservoir. This area is owned by the Sabine River Authority of Texas; this permit gives you restrictive rights to the area. The annual fee is \$40.00 plus \$.10 per running foot measured on your property line toward the water. **THIS PERMIT MUST BE SIGNED AND RETURNED ALONG WITH ANY FEES DUE IMMEDIATELY UPON RECEIPT OF SAME.** The anniversary date for this permit is August 31, at which time you will be billed for the upcoming annual fee. Any fee not paid on or before September 30 will be subject to a 1% late penalty and/or cancellation of permit and removal of property on Authority lands.

It is permissible to pump water from the lake for domestic purposes. For this you will be charged \$60.00 per year. We request you to notify this office prior to installing the pump. The pump is restricted to a 1 hp pump and 1" discharge line.

No trees or woody vegetation may be removed from a permit area unless they measure less than 3" in diameter 6" above ground level. The permittee is responsible for locating the SRA property line. It will be necessary to fill out a Construction Approval Application and have it approved before any spoil can be removed from the reservoir. If 9 cubic yards or more are removed approval must also be obtained from the Corp of Engineers. You may contact the Corp by calling (817) 886-1731.

Facilities may be constructed on the permit area with no additional charges providing you have obtained **WRITTEN APPROVAL** from Sabine River Authority of Texas by submitting an application for construction and had an on-site inspection of the facilities. (Exception to this is on-site approval by the inspector at the date of inspection.)

Please note that the side boundaries of the permit area extending toward the reservoir do not always extend in a straight line; for instance, if your property is in a narrow cove, the Sabine River Authority must try to give each property owner access to the water. Consequently, these lines may be extended at an angle. **PLEASE CHECK WITH THIS OFFICE IF YOU NEED THE AREA DESIGNATED.**

SEPTIC SYSTEMS

The Sabine River Authority of Texas is responsible for the licensing and inspection of all septic systems within 2,000 feet of the Reservoir. **PLEASE CONTACT THIS OFFICE WHEN YOU PLAN TO INSTALL A SEPTIC SYSTEM.** If you have purchased property with an existing system, please notify this office to transfer the records on the system into your name.

If you need specific information, please contact us. We also have the Official Manual of Rules & Regulations which you can reference. A copy of same is furnished at the time you get a Private Limited Use Permit.

For Office Use Only

Application # _____
File # _____
Map & Sub. # _____
Tract # _____

**SABINE RIVER AUTHORITY OF TEXAS
TOLEDO BEND DIVISION
PRIVATE LIMITED USE PERMIT APPLICATION**

DATE _____

1. Name of Applicant _____
2. Address _____
City & State _____ Zip Code _____
3. Phone No. _____
Home _____ Office _____
4. Subdivision: _____ Section _____ Lot # _____
Lot Dimension _____ County _____

If not in a subdivision, please furnish exact location and/or deed description.

5. **A SIGNED CONSTRUCTION APPLICATION & OUTLINE OF PLANS MUST BE SUBMITTED BY APPLICANT AND APPROVAL GIVEN BY THIS OFFICE PRIOR TO ANY TYPE OF CONSTRUCTION ON THE PERMIT AREA.**
6. Does applicant desire to purchase water from the Reservoir via a pump or other means for household or other on-premises use? () yes () no. If so, there is a \$ 60.00 per year charge. The permittee is restricted to a maximum of a 1 h.p. pump and a 1" discharge line.
7. Is there a septic system on your property? () yes () no. If so, is the system Registered? _____ Licensed? _____
Registration # _____ License # _____

Do you desire application forms for a License? () yes () no

8. Applicant agrees to pay all fees, rentals and charges as established by the Authority, and to abide by all rules, regulations, conditions and restrictions regarding the placement and use of above facility as well as all rules pertaining to general use of the Reservoir as published by the Authority under penalty of revocation for non-compliance therewith or of violation thereof.

Applicant _____ (Please Print) Signature of Applicant _____

DO NOT INCLUDE PERMIT FEE WITH APPLICATION: The anniversary date for permits is August 31st. You will be advised the correct amount at issuance of this permit. The annual fee is \$ 40.00, plus \$.10 per running foot, measured on your property line adjacent to the Reservoir boundary. Return application to:

**SABINE RIVER AUTHORITY OF TEXAS
Toledo Bend Division
Route 1, Box 270
Burkeville, Texas 75932
409/565-2273 or fax 409/565-2338**

THE SABINE RIVER AUTHORITY OF TEXAS
TOLEDO BEND DIVISION
Route 1, Box 270
Burkeville, Texas 75932
409/565-2273 fax 409/565-2338

PRIVATE LIMITED USE PERMIT

Permit No. :

Permittee:

Address:

Date of Issue:

Date of Expiration:

Tract No. or Other Identification:

Land Use Permit Fee as Follows:

Base Fee

\$ 40.00

Frontage

@ \$0.10/ft.

\$

Additional Facilities Fee:

\$ _____

Water Use Fee:

\$ _____

Total Annual Fee:

\$

The Sabine River Authority of Texas, hereinafter called "Authority", hereby and herein grants to the above named Permittee, hereinafter called "Permittee", a Private Limited Use Permit for the use of certain Authority Property, herein called "Permit Area" adjacent to the above referenced tract, as said permit area is identified and reflected on the official Authority maps on file at the Toledo Bend Division office with the right to place thereon a pier, wharf, dock, boat ramp, boathouse or other improvement, subject to the following terms and conditions

1. **TERM:** This Permit shall become effective on the date of issue and shall terminate on the date of expiration herein specified unless sooner terminated under the provisions hereof.
2. **CONSIDERATION:** Permittee shall pay Authority during the term of this Permit the consideration hereinabove specified on or before the date of issue hereof.
3. **PERMITTEE'S USE OF LAND:** (A) The rules of limited use of the herein described tract of land shall be specified under the general policies, rules and regulations adopted from time to time by the Authority and in particular as set out in the Official Manual of Policies, Rules and Regulations adopted by the Authority. (B) Permittee may have ingress and egress on and over said tract. (C) Permittee may clear underbrush (woody vegetation less than 3" in diameter outside bark measured 6" above ground level). (D) Permittee may construct one of each pier, wharf, dock, boat ramp and two-stall boathouse as well as such additional facilities as may be authorized upon payment subject to the prior written approval of the Authority. (E) Permittee may withdraw water from the reservoir for his private uses, upon the payment of additional prescribed fees as set by Authority, and under the policies, rules and regulations adopted from time to time by the Authority.
4. **PERMITTEE'S DUTIES:** (A) Abide by and obey all rules and regulations of the Authority relating to the operation of Toledo Bend Reservoir and all statutes, rules and regulations relating to the use of land by any federal, state, county or municipal governmental agency. (B) Not assign this permit or any rights contained herein whole or in part. (C) Prevent all unnecessary waste or loss or damage to the property of Authority. (D) Not cause or permit to be polluted or contaminated in any manner Lake Toledo Bend or any water course or ditch on or adjacent to the above referred to tract and to report promptly to Authority any fires that Permittee may discover. (E) Not cause or permit the removal, digging up or rearrangement of any of the soil in or on the subject tract.
5. **PERMITTEE'S DEFAULT:** The following events shall be deemed to be events of default by Permittee under this Permit. (A) Permittee's failure to comply with any term, provision or covenant of this permit. (B) Violation of any of the rules and regulations of the Sabine River Authority of Texas, Toledo Bend Division. (C) Termination of ownership or actual beneficial interest in the use of lands adjacent to the tract of land to which this permit applies lying adjacent to the Project Boundary of Toledo Bend Dam and Reservoir Project. (D) The filing by or against Permittee of a petition under any section or chapter of the National Bankruptcy Act or any other similar law or statute of the United States or any other state thereof, or the judgement of any court of competent jurisdiction that permittee is bankrupt or insolvent. (E) The appointment of a receiver or trustee for all or substantially all of the assets of Permittee.

6. **AUTHORITY'S RIGHTS ON PERMITTEE'S DEFAULT:** Upon the occurrence of any events of default as set forth in Paragraph 5, Authority shall have the option to terminate this Permit, in which event Permittee shall immediately surrender the premises to Authority, and if Permittee fails to do so, Authority may enter upon and take possession and expel and remove Permittee and any other person who may be occupying said premises or any part thereof, by force, if necessary and remove all improvements and other property remaining thereon from the premises at Permittee's expense without being liable for prosecution for any claim for damages thereof. In the event of such default, Permittee shall not be entitled to credit for any fees previously paid to the Authority.
7. **HOLD HARMLESS AND RELEASE:** Permittee shall at all times indemnify and save Authority harmless from any cost, liability or expense arising out of any claims of any person or persons whatsoever by reason of the use, misuse or condition of the above referred to tract of land and shall indemnify and save harmless Authority from any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance by Permittee or any person or persons holding under Permittee, and from any damage or expense arising out of the death of or injury to any person or property. Authority shall assume no liability or responsibility to Permittee or to any other person whatsoever for any damages or injuries to any person or property which may occur as a result of the proximity of the within described land to Toledo Bend or for the fluctuation of water which will occur in the operation of the Toledo Bend Dam and Reservoir Project for water supply purposes or for any other cause.
8. **AUTHORITY'S RIGHTS:** The Authority retains the right: (A) To have access to the above referred to tract of land and each and every part thereof at all reasonable times for the purpose of inspecting the same and making such repairs as Authority shall determine are necessary and reasonable. (B) To use all or any portion of the tract for any purpose in connection with the maintenance and operation of the Toledo Bend Dam and Reservoir Project as a multiple purpose water conservation project or for such other purposes or uses as may be necessary in carrying out the statutory duties and responsibilities of Authority. (C) To locate roads, utilities and/or pipelines on and over the tract to which this Permit applies where required to meet the public convenience and necessity. (D) To terminate all rights of Permittee hereunder and to refund pro rata the fees therefore paid in advance for the limited use of said tract if at such time it be determined by Authority that use of the said tract is required by the Authority.
9. **RENEWAL OF PERMIT:** This permit shall be renewed automatically for an additional one year period from and after the date of expiration of the anniversary date of expiration unless terminated as herein provided or cancelled by notice in writing to Authority by Permittee. In the event payment of the fee required hereunder shall not be received by Authority within thirty (30) days after the date of the expiration of each respective term, Authority may terminate this Permit and remove all improvements thereon from the premises at Permittee's expense. In the event Authority does not terminate this Permit under the provisions hereof, the Permittee shall be liable for a penalty of 1 % per month for each month during which such fees are not paid.
10. **NOTICES:** All notices required to be given in connection herewith shall be effective when deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid and addressed to Authority or Permittee as the case may be at the address shown herein.

EXECUTED the day, month and year shown below.

THE SABINE RIVER AUTHORITY OF TEXAS

DATE _____ BY _____
Division Manager

The undersigned, by affixing his signature hereto, hereby accepts this Permit and agrees to abide by each and every term, condition and provision hereof, and agrees that such terms, conditions and provisions shall be binding upon and inure to the benefit of his heirs executors, administrators and assigns.

DATE _____
Permittee

1. Applicant _____ Home Phone: _____
Mailing _____ Daytime Phone: _____
Address _____ Other Phone: _____

2. (a) Physical Address (if none) legal description of lakeside property: _____
Section _____ Township _____ Range _____

(b) Name of Subdivision _____ Blk _____ Lot No. _____

3. (a) Check one: Applicant _____ owns, or _____ leases the land referred to in item 2
(b) Is leaseback area included in deed or lease: _____ yes _____ no

4. Type of structure/s to be placed on leaseback property : _____

Attach a dated and signed site drawing of the shoreline and property lines showing the placement and dimensions of proposed structure or structures.

5. Attach a copy of your deed including leaseback assignment, and/or lease agreement.

* Applications will not be accepted unless the items listed in 4 and 5 above are included with application. Applicant agrees to abide by the rules and regulations of the Sabine River Authority, as well as State, Parish, and Federal laws that are applicable to the Toledo Bend area.

The following applicable fees are payable to the SRA of LA.:

An inspection fee of \$ 35.00 for each permit application (All permits remain pending until all required documents are provided, the project is completed, and a final inspection has been requested and approved. Permits may remain pending for 18 months before expiration. Existing structures, transfers, and current projects may be included in one permit. At the end of the pending period, a final inspection will be performed and the permit closed, providing that all documents are provided and the completed improvements pass final inspection. Fees on all private structures and shoreline improvements are payable one time upon application for said permit; and shall be valid so long as said structure meets reasonable requirements of structural soundness, endurance, and appearance. Additional private use permit information is available by request from the Shoreline Department.

A Permit transfer fee of \$ 35.00 is required for ownership changes.

Water withdrawal - an annual fee of \$ 50.00 (no tax) to mechanically remove or pump un-metered lake water.

The Authority does not take responsibility for protecting the applicant's property nor guarantee that said property will not be used by other persons in the absence of applicant. It being expressly intended that the Authority assumes no responsibility for the conduct of activities herein permitted which shall be at the sole risk of the applicant. Applicant further agrees that all of the above provisions shall be made a part of the permit issued on the basis of this application and agrees to all terms and conditions as set forth in this application, under penalty of revocation, and liability for expenses incurred for non-compliance.

I certify that the above information is true and correct to the best of my knowledge.

Signature of Applicant Date _____

Final Inspection and Permit Approved

By: _____
Date _____
Title: _____

CONDITIONAL PRIVATE USE PERMIT APPLICATION

Sabine River Authority
State of Louisiana
15091 Texas Hwy.
Many, La. 71449-5718
Ph. (318) 256-4112
Fax (318) 256-4179

Permit Number: _____

Applicant: _____ Phone: _____

Street: _____ Cell: _____

City/State: _____ Zip Code: _____

Physical Address of Property: _____

Legal description: Property is located in Section _____ Township _____
Range _____; Subdivision Name: _____ Lot No. : _____
As recorded in Inst. No. _____ BK: _____ PG: _____ Parish _____

Applicant agrees to the following conditions and terms:

1. That the applicant owns fee land that is contiguous to the leaseback, has leaseback but no access to the water or has no assigned leaseback rights, has provided his plat or property description and indicates the specific problem with the leaseback;
2. That the applicant provides proof that all effort has been made to contact the last known recorded lessee of the property; (i.e. copy of returned certified mail)
3. That the applicant acknowledges that this is a conditional permit only and not a transfer of the leaseback, and that in the event of any conflict resolution with current leaseback holder of record concerning the permit, applicant will defend, hold harmless and pay for all costs associated with same.
4. That this document be assignable/transerable, be recorded in the Clerk of Courts office in the parish in which the property is located, and a marginal notation must be made on the above referenced permittee's deed. All fees and cost associated with the filling of this document is the responsibility of the permittee.
5. That all of the other applicable conditions and terms of the Private Use Permit Application will remain in effect and shall be incorporated in this conditional permit.
6. This "conditional permit" is issued on a case by case basis, and at the sole discretion of the SRA and is not intended to create any additional rights to lessees or contiguous landowners.

This permit is issued without any warranty either expressed or implied and is being issued based upon information submitted by applicant who takes sole responsibility for the designation, location, and construction of the facility.

I have read the application and agree to the terms, and certify that the information I have provided is correct and will be adhered to.

Signature of Applicant

Date _____

Approved: _____
Sabine River Authority

Date _____

THE STATE OF LOUISIANA,

PARISH OF _____

This lease between SABINE RIVER AUTHORITY, STATE OF LOUISIANA, hereafter called AUTHORITY, and _____

_____, (naming status and address of Lessee) hereafter called LESSEE, witnesseth:

WHEREAS, AUTHORITY, in cooperation with the SABINE RIVER AUTHORITY OF TEXAS, is in the process of building a hydroelectric and water conservation project on the Sabine River, generally known as the Toledo Bend Project;

WHEREAS, AUTHORITY has purchased property from LESSEE situated in the Parish of _____, which will form part of the reservoir of such project and will be subject to overflow in the rise and fall of the said reservoir, the said property being described as follows, to-wit:

All that land lying between the 172 and 175 foot contour levels and/or at least a 50 foot distance horizontally and/or laterally back or landward from the 172 foot contour, in the

NOW, THEREFORE, for the consideration hereinafter shown, AUTHORITY has leased and by these presents does hereby lease, let and hire said above described property unto LESSEE.

This lease shall be for a term of ninety-nine (99) years, unless terminated sooner by mutual consent of the parties hereto, and except as hereinafter provided.

The consideration shall be the sum of _____ (\$ _____) Dollars, (being a maximum of 75% of the original purchase price paid by AUTHORITY for the acreage herein leased), cash in hand paid by LESSEE, the receipt of which is hereby acknowledged by AUTHORITY and full discharge and acquittance granted therefor.

The parties hereto agree that in executing this lease, AUTHORITY in no wise surrenders any right in the property herein leased necessary to the construction, operation, maintenance or financing of said project, or directly or indirectly connected therewith. It does not invest in LESSEE any right or privilege inconsistent with such rights.

The LESSEE, his heirs and assigns shall have the right to remain in possession for the ninety-nine (99) year period of the lease solely for the following exclusive specific purposes, to-wit:

- (a) To construct and to own docks and wharves for boating, fishing and swimming and boat houses and related installations on the shore line for the use of LESSEE;
- (b) To dredge out small harbors and inlets and slips for boats and to connect these to the lake, but only with the express consent of the AUTHORITY and under the AUTHORITY'S supervision;
- (c) To enjoy the exclusive use of the whole area to grow and to cultivate and to cut and to remove timber and agricultural crops, including the grazing of animals, subject to the conditions hereafter provided;
- (d) To construct and to maintain upon the leased property roads and paths to the water front to insure full and free ingress and egress thereto. The right of said ingress and egress being specifically granted herein.

It is expressly agreed by and between AUTHORITY and LESSEE that LESSEE assumes full responsibility for injuries to third parties and damages to their property which may be occasioned by LESSEE'S construction, maintenance or use of said hereinabove described property, and shall hold the AUTHORITY harmless for any such injuries and/or damages.

The rights and privileges of LESSEE as above stated are granted with full recognition that the exercise of any right or privilege by LESSEE must be in conformity with the safety, sanitary and zoning requirements prescribed or to be prescribed hereafter by the AUTHORITY, or by State or Parish Laws.

LESSEE expressly recognizes that the property in whole or in part is to be at all times subject to flooding as a part of the reservoir, and LESSEE expressly assumes the risk of any damage resulting from such flooding, and agrees to hold the AUTHORITY harmless therefor.

LESSEE also expressly agrees that the AUTHORITY shall have the right at any time to occupy and to exclusively possess such parts and portions of the area leased as may be required for the carrying out and completion of the construction program. After completion of construction, and where required by the AUTHORITY, parts and portions of the area leased may be occupied and exclusively possessed by the AUTHORITY for additional construction purposes, and for the maintenance, operation and financing of the project. Written notice shall be given to the LESSEE at the address shown herein, at least ninety (90) days prior to the exercise of any such right, and in the meantime the LESSEE shall be entitled to cut and to remove timber, harvest crops and generally to do any and all things to minimize his damages. This right of exclusive possession and/or repossession of parts and portions of the area leased herein shall be for rights-of-way and relocations and for buildings, installations and structures when needed for or related to the construction, maintenance, operation and financing of the project. These specific purposes are illustrative and are not exclusive. LESSEE agrees that except as to the rights expressly granted herein all other rights are reserved to the AUTHORITY.