

Board of Directors

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Serving the Region Since 1926

**WORK PERMIT
BROWNWOOD LAKE**

Permit # _____

This permit between Brown County Water Improvement District #1 ("District") and _____ ("Operator") is for the purpose of permitting Operator to work on the property and/or waters of Brownwood Lake, subject to the terms and conditions hereinafter stipulated.

1.

The term of this permit is two (2) years and no (0) months beginning on January 1, 20____ and ending on December 31, 20____.

Operator agrees to pay District a fee of \$250.00 for the period from _____ through December 31, 20____, which sum is due when this permit is signed, and an annual fee of \$250.00 for the period from January 1, 20____ through December 31, 20____.

2.

The Operator will provide the following services in support of recreational use of Brownwood Lake:

1. Transportation of material, equipment and supplies by water or land;
2. Installation and maintenance of piers, docks, walkways, ramps, retaining walls and similar structures or related facilities for others, as authorized by the District to be constructed and maintained on or in the waters of Brownwood Lake, and salvage work as required.
3. Transporting utility companies and their equipment across the waters of Brownwood Lake to perform work on areas that cannot be reached by land.
4. Dredging or related work on or in the lake bed of Brownwood Lake.

The Operator may provide other services in the future only as specifically permitted by the District.

3.

The commercial work vessel must meet the standards of the Texas Water Safety Act and all applicable U. S. Coast Guard regulations and it must comply with all District regulations and other applicable State or Federal regulations.

4.

The Operator specifically agrees that prior to dredging, constructing, installing or repairing any structure on or in the lake, the Operator will confirm with the District Lake Patrol that the work has been properly permitted by the District. The Operator shall not undertake work on of any kind that has not been properly permitted by the District.

5.

The Operator agrees to keep all areas where work is being performed clear of all trash, debris, scrap materials and other such items, and upon completion of the work, shall clean the area to the satisfaction of the District Lake Patrol. The Operator further specifically agrees not to leave any debris floating or submerged in the lake.

6.

The Operator agrees that when the work vessel is not in use or is not on a job site it will be removed from the lake or moored in an area designated for the purpose by the District Lake Patrol.

7.

It is mutually agreed that all property placed on the lake by Operator as a result of this permit may be held by the District until the full amount of any outstanding fees under this permit shall be paid, and should any amount due remain unpaid for more than sixty (60) days after same becomes due, the District shall have the right to cancel this permit, sell the property and apply the proceeds to the amount due and to any costs incident to the sale. Thereafter the District shall remit the balance, if any, to the Operator.

8.

If the Operator fails to fully comply with any covenant or covenants herein, the District may enforce the performance thereof in any manner provided by law and may declare this permit forfeited at its sole discretion; and the District, its agent or attorney, shall have the right without further notice to impound the vessel without being guilty of any manner of trespass and without prejudice to any remedies for arrears of any outstanding fees or breach of covenant. Furthermore, the District shall have a lien upon all property covered by this permit as security for the aforesaid fee(s).

9.

This permit shall not be considered a franchise, and the District may enter into other such permits with other parties for similar services, at its discretion.

10.

This permit cannot be assigned or transferred without the prior written approval of the District.

11.

Prior to December 31, 20____, and prior to each December 31st while this permit remains in force, the District will review the terms, conditions and annual fee due under this permit. The District reserves the right to terminate this permit on any December 31st during the stated permit period.

12.

The Operator also agrees to secure and maintain a License and Permit Bond in a minimum amount of \$10,000.00.

13.

The Operator also agrees to secure and maintain General Liability and Property Damage Insurance in an amount not less than \$500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000 in any one occurrence, and in an amount not less than \$200,000 for property damage in any one occurrence, and to promptly furnish to the District a Certificate of Insurance reflecting such coverage. The District shall be notified immediately of the cancellation or lapse of the required insurance coverage, and any such cancellation or lapse in coverage shall be just cause for the District to immediately terminate this permit.

14.

The Operator agrees to indemnify and hold the District harmless from any and all claims or demands (including court costs and attorney's fees) of whatsoever nature or kind for loss or damage to persons (including death) or property of itself, its agents, employees and/or third persons (including the general public), wherever situated, arising out of any work or construction undertaken or done by it or out of or in anywise connected with its operations, including, but not limited to, damages or claims for damages arising or resulting from the operations or activities of the Operator, its employees, agents, contractors and subcontractors, or any third party. The Operator agrees to indemnify and save the District harmless from any and all liability arising out of and/or incident to the exercise or non-exercise of the rights herein granted. The Operator assumes all liability for any and all personal injury (including death) or damage to persons or property sustained by anyone resulting from the Operator's operations during the term of this permit.

15.

By Texas statute, the Board of Directors of the Brown County Water Improvement District # 1 has been empowered to adopt and has subsequently adopted certain regulations governing both conduct and the installation of facilities, docks and piers on Brown County Water Improvement District # 1 properties or lake. The Operator hereby agrees to comply with all provisions of such regulations, including all future amendments thereto.

EXECUTED this the _____ day of _____, 20_____.

OPERATOR

BROWN COUNTY WATER IMPROVEMENT DISTRICT # 1

Telephone:
Cell:

District Officer

STATE OF TEXAS
COUNTY OF BROWN

This instrument was acknowledged before me on the _____ day of _____,
20_____, by _____.

Notary public, State of Texas