

GBRA USE ONLY

Date Application Submitted: _____ Received by: _____ Receipt No. _____ Permit No. _____

Date of Approval from GBRA to begin construction: _____ 12 month completion clock expires on: _____

Date of First Inspection by GBRA: _____ Date of Final Inspection by GBRA: _____
Approved yes___ no___ Approved yes___ no___

Date of approval from state/county agencies _____ Latitude and Longitude: _____



**GUADALUPE-BLANCO RIVER AUTHORITY (“GBRA”)
APPLICATION AND CONSTRUCTION PERMIT (“Application”)**

General Instructions: Please complete all the information required in this Application in blue or black ink. Upon submittal, GBRA will either approve or disapprove as to the location of the proposed construction site only. Owner must then obtain approval/permits/utility locating including any applicable permit or processing fees from any other applicable state or federal agencies as may be required prior to commencement of the work.

Please indicate the applicable agency and provide GBRA written proof of such approval.

City of Seguin _____ Guadalupe County _____ 811 _____
City of New Braunfels _____ Gonzales County _____ Other _____

SECTION A-OWNER & APPLICANT INFORMATION

1. Owner of Property (“Owner”) and location of lake improvements
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Cellular Phone: _____
E-Mail: _____
2. Address of Owner’s primary residence if different than address above
Address: _____
City: _____ State: _____ Zip Code: _____
3. Entity/persons authorized to receive/secure permit if other than Owner (NOTE: any permit issued will be in the name of the Owner.)
Name: _____
Title and Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Cellular Phone: _____
E-mail: _____
4. Contractor to complete construction of structure
Company Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
Cellular Phone: _____

SECTION B-PROPERTY ATTRIBUTES

1. Property is located on Lake _____.
2. Legal Description (county appraisal district property ID or deed document number showing proof of ownership)

- 3. Boundaries(select one): City Limits ETJ
- 4. County of lake improvement: _____

SECTION C-PROJECT/STRUCTURE INFORMATION

- 1. Type of Permit
 - New construction
 - Modification (any change, addition or alteration in the location, configuration, structure or substructure or effects the safety of such structure)
 - Demolition (No Fee)

- 2. Type of Structure
 - Retaining Wall
 - Piers
 - Boat Slips
 - Dock
 - Boat House
 - Boat Launch Ramps
 - Dredging
 - Jet Ski Ramp
 - Swim pad or platform, water trampoline, other inflatable item which is anchored or otherwise secured to the riverbed
 - Other: _____

- 3. Type of residence
 - Single-family
 - Multi-family
 - Commercial
 - Industrial
 - HOA
 - Empty lot

- 4. Application Fee: \$600.00
- 5. Annual Fee: \$100.00
- 6. Removal location of any spoils/dredge/demolished material/structure: _____

SECTION D-STANDARDS

- 1. The quality and strength of construction of the above structure must be such that it will withstand the lowering of the lake by as much as twelve (12) feet. Piers may not extend more than twenty feet (20') into the water. GBRA shall have the right to limit pier construction to less than twenty feet (20') in narrow areas or for other water safety reasons. All other construction and material specifications shall be governed pursuant to the requirements established by the applicable local, county or state agency.
- 2. No boat dock or structure may be enclosed on the wall sides.
- 3. All structures should be designed and constructed to withstand varying lake levels including high water elevations, fast moving water, and low lake levels for short or extended periods of time.
- 4. Owner acknowledges and agrees that Owner shall maintain the permitted structure in good and sound condition so that it continuously meets the conditions required herein and those required by the applicable local or state agency. The permitted structure is not in good and sound condition if it is damaged in any way including but not limited to:

- a. has any structural members, roofing, decking, floatation or walkways that are not securely attached or pose an immediate threat or navigation hazard
- b. has any structural members other than piers submerged
- c. has any structural members that are broken or missing
- d. in a state of disrepair
- e. not in compliance with the conditions required herein.

Owner shall immediately notify GBRA providing with specificity, Owner's plan for coming into compliance with this agreement including but not limited to repairing the damages, cleaning up all debris from the structure, or seeking approval from GBRA to remove the structure should any such condition occur. Should Owner fail, within sixty (60) days from the date Owner is notified of the need to repair or replace, complete such repairs in accordance with GBRA standards in effect at the time, such failure shall be deemed a forfeiture of this Application and any rights granted hereunder including but not limited to revoking this permit or reporting a violation to the appropriate state or local agency. Additionally, any non-permitted structures discovered by GBRA must be removed immediately and GBRA shall not be liable for any costs incurred by Owner as a result of such removal.

5. Owner agrees the contractor listed hereunder shall provide GBRA with the location of where spoils, material, dirt or dredging removed from the lake will be placed and under no circumstances shall contractor place any of the aforementioned material back into the lake. Owner may not permit such spoils to be disposed of in an unlawful manner which violates any applicable federal, state or local regulations and shall be subject to the penalties set forth therein. GBRA retains the right to declare this permit null and void should contractor engage in any such prohibitive activities.
6. Owner acknowledges and agrees that a new permit with applicable fees shall be required for any additional structures not included in the original application. A new permit is not required from GBRA for construction of fewer or smaller structures (including slips) than originally submitted so long as the entire structure will not extend further from the shoreline than allowed under the existing permit.
7. Owner may, without paying additional permit fees (excluding applicable annual fees), perform routine or preventative maintenance on said structures. Routine maintenance includes small-scale work done on a regular basis that is associated with the general upkeep of the structures and protects against normal wear and tear. Preventative maintenance includes inspection, detection, correction and prevention of major deterioration or failure of such structure or its components. Owner shall notify GBRA of such maintenance performed.

SECTION E-TERMS AND CONDITIONS

1. Construction of the proposed structures must be completed within twelve (12) months after the date of approval of this permit. Failure to comply with the aforementioned requirement shall deem this permit null and void. GBRA may, in its sole discretion, allow for a reasonable extension if construction progress is slowed due to an act or event caused by GBRA, weather, or a force majeure event.
2. Owner is responsible for notifying GBRA when the structure has been completed to permit GBRA to conduct a final inspection.
3. GBRA may determine that a structure/project has been abandoned by Owner if construction is not completed by the aforementioned time frame and Owner has not requested an extension or made contact with GBRA to discuss any extenuating circumstances. In such a situation, GBRA retains the right to require Owner to remove any portion of the structure that may have been built or to remove said structure at the expense of Owner.
4. Owner acknowledges and agrees to the following: (a) That that drawings attached to this agreement accurately depict Owner's understanding as to the boundaries of the existing property lines; (b) That no review or approval of this Application will commence or be concluded unless GBRA is provided with a working sketch and design details of the proposed structure(s) and a drawing of current structures on the property. Upon such initial review, GBRA retains the right to require Owner to provide modified drawings of the proposed structures should they be located outside the applicable property boundaries; (c) That the proposed work cannot infringe on or decrease the surface area of the lake; and (d) Owner understands that they will be responsible for modifying or removing the structure approved by this permit

if at any time GBRA determines it to be a liability, safety burden or not constructed or maintained in accordance with the terms, conditions, and continuing obligations set forth hereunder.

5. Owner acknowledges and agrees to the following: (a) That GBRA is not certifying or approving the adequacy of the design or construction in the issuance of this permit; (b) Owner agrees to abide by all applicable federal, state and local laws, as well as rules and regulations now in effect or those promulgated in the future by GBRA in the use and enjoyment of such structures; and (c) That any violation by the Owner of the terms of this permit shall be enforceable by any remedies available to GBRA at law or in equity including but not limited to injunction, requiring Owner to demolish such structure and/or declare this permit null and void.
6. Owner acknowledges and agrees that this permit shall be valid from the date of GBRA's approval herein and shall continue for a period of no longer than twelve (12) months. Prior to expiration of the then-current permit year, Owner is responsible for payment of the annual permit fee specified herein and obtaining a permit for the subsequent years. The issued permit tag must be prominently displayed on the structure so to be visible from the water.
7. GBRA shall conduct annual inspections of said structures to ensure continued compliance with the requirements set forth herein including without limitation those specifically identified in Section D, #4 related to:
 - a. any structural members, roofing, decking, floatation or walkways that are not securely attached or pose an immediate threat or navigation hazard
 - b. has any structural members other than piers submerged,
 - c. has any structural members that are broken or missing or in a state of disrepair.
8. Owner acknowledges and agrees that this permit may not be assigned or sold but it may be transferred to a subsequent property owner. Owner is responsible for notifying GBRA in the event said property is sold and agrees to notify subsequent owners of the property of the obligation to obtain a new permit. The transferee shall be required to pay a transfer permit fee of \$100.00.
9. Owner acknowledges and agrees to the following: (a) That GBRA makes no express or implied warranties of any kind including without limitation the suitability of the land or lake conditions for a particular purpose; (b) That the Owner assumes all risk and financial liability associated with the construction of said structure; and (c) GBRA is subject to the disclosure requirements as set forth in the Texas Public Information Act.
10. Owner acknowledges and agrees that they are responsible for payment of all lawfully imposed taxes and fees, property or otherwise directly or indirectly related to the installation, maintenance and/or existence of the structure permitted hereunder. Under no circumstances shall GBRA be deemed an owner of the structure, be liable for any of the aforementioned taxes and fees nor shall the Owner allow or request that the applicable taxing authority transfer ownership of any structures to GBRA.
11. Owner agrees to defend, indemnify and hold GBRA and any and all of its Board members, officers, agents, representatives, employees, and volunteer officials, free and harmless from and against any and all claims, demands, losses, expenses, damages, liabilities and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees) on account of any claims, personal injuries, death or damages to any property or persons, arising directly or indirectly out of (1) the construction or location of said structure, (2) lowering or raising of water levels for any reason, (3) rising water due to storm events or other causes, whether man-made or natural in nature, beyond the control of GBRA, (4) any movement or displacement of such structures due to high water levels or any other weather conditions or (5) any taxes or other un-paid sums owed to or assessed by any governmental, state or county agency relating to the property included in this permit.
12. Owner acknowledges that the structure is located in a flood prone area and agrees to comply with all evacuation orders or warnings received from GBRA or any local or state law officer. GBRA shall not be responsible for any injury or damage to persons or property due to Owner's failure to comply with such warnings or evacuation orders.

- 13. Owner acknowledges and agrees (a) That the structure sought to be permitted under this Application will not block or impede access by land or water to any structures projecting from adjacent lands; (b) That the structure shall be built and maintained in accordance with the plans, drawings or specifications submitted by Owner and approved by GBRA and the applicable state or local agency; and (c) If such structure contains wired lighting of any kind, such wiring shall be completed by a competent professional licensed to install such services.
- 14. The person who signs this Application represents: (a) That the person identified in this application as the Owner does in fact own the land-based property for which this permit is being requested; and (b) That they are the Owner or that they have full authority to submit this application for the Owner and bind the Owner to all its terms and conditions.
- 15. Whenever a regulation or restriction imposed by GBRA pursuant to this permit is less or more restrictive than those imposed by a governmental authority or other governing entity, the more restrictive regulations shall govern.

By affixing/allowing such agent to affix such signature below Owner attests to fact that the application is complete and accurate to the best of his/her knowledge. Owner understands that inaccurate or inadequate information may result in a delay for the review and approval of this Application.

SIGNATURES

By: _____ Date: _____
 Applicant/Property Owner

APPROVAL BY GBRA:

By: _____ Date: _____
 Division Manager of Hydro Operations

APPROVED AS TO FORM BY GBRA LEGAL

By: _____ Date: _____