

**WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT**, hereinafter sometimes called "**District**", for and in consideration of the sum of \$\_\_ cash to it paid, receipt of which is hereby acknowledged, and the covenants hereinafter made by called "**Permittee**" herein, does by these presents authorize **Permittee** to do the following commencing on the effective date hereof and ending at midnight on the following March 31st, to-wit:

- (a) Pump water from Hubbard Creek Lake at **Permittee's** sole risk and expense for domestic use only in and about a ONE-FAMILY habitation located upon a tract of land in Stephens County, Texas, Known and described as: **Block Lot(s) Approximate Acreage sq. ft.**
- (b) Use Hubbard Creek Lake for fishing, hunting, boating, swimming, skiing and surf-boarding purposes. This privilege shall extend not only to this **Permittee**, but also to the immediate members of his family and guests accompanied by the **Permittee** or the immediate members of his family.

**Permittee does covenant and agree:**

- a) That the current annual rate for water from the lake is **\$150.00** for a residence, lawn, and garden with an area of no more than one-half acre, and that an annual fee of **\$25.00** shall be paid by **Permittee** for each additional one-half acre or part thereof that **Permittee** may own and which is CONTIGUOUS to and used as part of the above described residential site for which this Permit is issued.
- b) That such pump and pipeline as **Permittee** may install under this paragraph shall be of the size, type, and at locations approved by the **General Manager of the District** or his duly authorized representative prior to the commencement of such installation of such pump and pipeline.
- c) That in no instance will there be more than a single household or owner using water under this Permit, and that in no event will such diversion under this Permit be with more than a maximum 1½ inch diameter pump discharge.
- d) That diversion will not exceed more than (1) acres foot (325,851 gallons) per annum.
- e) That if it is found that additional usage is being made of the water than is authorized under this Permit, the **District** has the right to remove **Permittee's** line from the reservoir, and **Permittee** forfeits any further demand or rights to the water of Hubbard Creek Reservoir.
- f) **PERMITTEE ACCEPTS ALL WATER TAKEN FROM HUBBARD CREEK RESERVOIR WITH THE FULL UNDERSTANDING THAT (i) SUCH IS RAW, UNTREATED SURFACE WATER CAPTURED FROM RUNOFF INTO THE RESERVOIR; (ii) WATER TAKEN FROM THE RESERVOIR IS NOT FIT OR USABLE FOR HUMAN CONSUMPTION UNLESS PROPERLY TREATED AND PURIFIED BY THE PERMITTEE; (iii) THE DISTRICT MAKES NO WARRANTIES OR REPRESENTATIONS (AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES) REGARDING THE QUALITY OF WATER AVAILABLE FROM THE RESERVOIR; (iv) PERMITTEE AND ANY OTHER PERSON USING WATER FROM THE RESERVOIR DOES SO AT THEIR OWN RISK (v) DISTRICT SHALL NOT BE LIABLE FOR ANY PERSONAL INJURIES (INCLUDING DEATH), OR FOR ANY INJURY TO (OR LOSS OF) PLANTS OR CROPS, LIVESTOCK, OR ANY OTHER PROPERTY AS A RESULT OF PERMITTEE OR ANY OTHER PERSON USING RESERVOIR WATER; (vi) UNDER NO CIRCUMSTANCES WILL THE DISTRICT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF RESERVOIR WATER. ADDITIONALLY, PERMITTEE WILL INDEMNIFY AND HOLD DISTRICT HARMLESS FROM THE CLAIMS OF ALL PERSONS WHO SHALL USE WATER TAKEN FROM THE RESERVOIR UNDER THIS PERMIT.**
- g) That **Permittee** shall provide or be responsible for obtaining easement or access to the shoreline.
- h) That **Permittee** will provide a permanent sign or marker attached (or adjacent) to the suction line as it enters the reservoir indicating the name and Permit number of the Permit.
- i) That **Permittee** will maintain such lot or tract of land described above in this Permit in a clean and sanitary condition, free of waste, debris, garbage, or any other matter which might contaminate the waters of Hubbard Creek Lake. Failure to comply with the request of the **District** or its duly authorized agent for compliance with these standards shall warrant the withdrawal of the rights or privileges granted under this Permit, and no further diversion shall be allowed until such compliance has been effected, and until such time as such fees have been paid to ascertain such compliance.
- j) That **Permittee's** property and the privileges herein extended will be used subject to the rules and the regulations of the **District** as they now exist or in the future may be properly amended insofar as they apply to said property.
- k) That **Permittee** will secure the approval of the General Manager of the **District** or his duly authorized representative of his plans, and will secure required Permit prior to commencement of construction of any septic tank, boathouse, dock or incinerator.
- l) That **Permittee** will notify the General Manager of the **District** or his duly authorized representative in advance of the commencement of construction so that said General Manager or his duly authorized representative may be present to inspect such construction.
- m) The **Permittee** shall pay **District** all amounts due and owing under this Permit, in advance or within twenty (20) days of billing at its office in Abilene, Taylor County, Texas.
- n) That **Permittee** will pay to the **District** at its office in Abilene, Taylor County, Texas, an additional annual fee on or before April 1st of each year succeeding the date hereof and for so long as he owns the above described property and desires to take water from such lake, but no Permit may be extended so as to expire later than the 31st day of March.
- o) That the **District** may remove the pump and/or pipeline in the event of a breach of this contract by **Permittee**, or if this **Permit** expires. SUCH REMOVAL MAY BE ACCOMPLISHED BY THE **DISTRICT** WITHOUT NOTICE TO **PERMITTEE** OR LIABILITY ON THE PART OF THE **DISTRICT** TO **PERMITTEE**. **District** may also pursue its remedy at law for damages, expenses and attorneys' fees.
- p) That **Permittee** understands and agrees that the **District's** Board may suspend the right of the taking of water as authorized by this Permit for any length of time; if, by a majority vote, the members of the Board suspend such taking and declare such continued withdrawal or use of such water would jeopardize the ability of the **District** to furnish water for municipal purposes to any of the cities forming a part of the **District**. Such determination by a majority of the Board of Directors of the **District** shall determine that water is again available to the user-**Permittee**.
- q) That the **Permittee** grants to the **District**, its employees and agents, access to the above-described property at all reasonable times for the purpose of inspecting the property for compliance by **Permittee** with (1) the terms and conditions of this Permit, (2) any other rule or regulation of the District applicable to the property or the Permittee, and (3) with the regard to any septic tank or other on-sight waste disposal facility, rules and regulations of the Texas Commission on Environmental Quality (TCEQ).

The **District's** base Permit with the Texas Water Rights Commission has an appropriation of 2,000 acre feet of water per annum allocated for domestic and livestock use. Therefore, the **District** will limit the number of Permits issued for domestic use only, and/or domestic and livestock usage to no more than equal to the 2,000 acre feet per annum allocation.

This Permit is not assignable; however, the above named **Permittee** warrants and guarantees any current or delinquent water charges. It is specifically understood by the holder of this Permit that no water-use Permit will be issued to a subsequent owner of the above named lot or tract until such time as all current or delinquent water charges have been paid on such lot or tract. It is the responsibility of Permit applicant to ascertain from the office of the **District** if there are current or delinquent water charges against the above named lot or tract, and if so, to arrange the payment of such charges before such subsequent Permit will be issued.

**Please check the option you have chosen for your Term Permit for 2019:**

1. **Renew Permit:** I would like to renew my Permit. I am returning this Permit signed and with my full payment of \$

2. **Terminate Permit:** Do not renew my Permit. I am returning this Permit signed and agree to promptly remove all pumping equipment below 1183' msl.

OFFICE USE ONLY
<b>WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT</b>
ISSUED this _____ day of _____ 2019
BY _____ (District Representative)

ACCEPTED and agreed to by Permittee on
BY _____ Date _____ (Permittee's Signature)
If <u>new</u> address or phone, please enter below:



Remember to **sign and date** this permit and **return the entire form with your payment** in the enclosed envelope. Your prompt attention to this request is greatly appreciated by the District. If you have any questions, contact Bonnie at 254-559-3677.