

SABINE RIVER AUTHORITY OF TEXAS  
LAKE FORK DIVISION  
353 PR 5183  
QUITMAN, TX 75783

PRIVATE LIMITED USE PERMIT

PERMIT NO.: 009-1372-1679

DATE: January 22, 2007

PERMITTEE:

PHONE: 3

ADDRESS:

DATE OF ISSUE: January 22, 2007

EXPIRATION: August 31, 2007

PROPERTY: Tract N-71.2

Land Use Permit Fee as Follows:

Base Fee: ..... \$ 40.00  
Frontage: 2211.00 @ \$.10/ft..... 221.10  
ANNUAL FEE: ..... \$ 261.10

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 Lake Fork Division Office, with the right to place thereon a pier, wharf, dock, boat ramp, boat house, or other improvements, 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 Authority, and in particular as set out in the Official Manual of Policies, Rules, and Regulations adopted by 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 boat house, as well as such additional facilities as may be authorized upon payment of additional prescribed fees as specified in said rules and regulations, and subject to the prior written approval of Authority. (e) Permittee may withdraw a limited amount of water from the reservoir for outside (non-household) use only upon the payment of additional prescribed fees as set by Authority and under the policies, rules, and regulations adopted from time to time by Authority.

4. PERMITTEE'S DUTIES: Permittee shall: (a) Abide by and obey all rules and regulations of Authority relating to the operation of Lake Fork Reservoir, and all statutes, rules, and regulations relating to the use of said land by any federal, state, county, or municipal governmental agency. (b) Not assign this permit or any rights contained herein in whole or in part. (c) Prevent all unnecessary waste, loss, or damage to the property of Authority. (d) Not cause nor permit to be polluted or contaminated in any manner Lake Fork 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.

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, Lake Fork 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 Lake Fork 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 state thereof, or the judgment 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 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 Lake Fork, or for the fluctuation of water which will occur in the operation of the Lake Fork Dam and Reservoir Project for water supply purposes, or for any other cause.

8. AUTHORITY'S RIGHTS: The Authority retains the rights: (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 Lake Fork 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 the 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 therefor 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 Authority.

9. RENEWAL OF PERMIT: This permit shall be renewed automatically for an additional one year period from and after the date of expiration or 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.

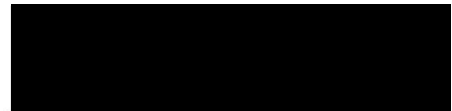
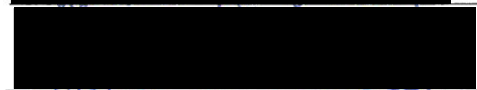
EXECUTED the day, month, and year shown above.

SABINE RIVER AUTHORITY OF TEXAS

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.

January 24, 2007  
Date

  
  
Permittee



# EXHIBIT "A"






Lake Fork Reservoir



SCALE 1" TO 400'

NOTES:  
Permit Area = 2211.00 Ft.  
Permit No. 009-1372-1679  
Permittee: [REDACTED]

[REDACTED]  
called 57.898 acres

LEGEND	
	denotes Private Ownership
	denotes Permitted Area
	denotes Easement
	denotes SRA Project Boundary
	denotes Lake Fork Shoreline