



Bulkhead Application

Lake Conroe Division

☐ New Bulkhead ☐ Modification/Repair in Existing Location

☐ Modification/Repair in New Location

Date: _____

Name of Applicant: _____

Land/Subdivision: _____ Lot: _____ Block: _____ Section: _____

Site Address: _____

City: _____ State: _____ Zip: _____ Applicant's Phone Number: _____

Contractor Business Name: _____ Contractor Phone Number: _____

Email Address: _____

**** I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND AGREE TO THE TERMS AND CONDITIONS ON THE REVERS SIDE OF THIS AGREEMENT.**

Printed Name: _____ Signature: _____

Checklist:

☐ Application ☐ Sub-division Approval

☐ Property Survey

☐ Construction Plans

For Office Use Only:

☐ Owner Fee Title ☐ Purchase Title ☐ Encroachment Agreement ☐ Other

License #: _____ Parcel #: _____ Dock Compliant: _____

Contractor Compliance Verified: _____ Area: _____

Notes:

☐ Approved ☐ Denied

Date: _____

Signature: _____

Name: _____

TERMS AND CONDITIONS

When accepted by the San Jacinto River Authority ("SJRA") in writing, this document shall constitute an agreement that is a permit with legal and binding consequences. The Company or individual applicant, who shall be referred to as the Permittee, hereby represents, covenants, and agrees, on behalf of Permittee and Permittee's heirs, assigns, and any other person claiming by, under, or through Permittee, as follows:

Permittee represents and warrants that the proposed/existing structure or permitted activity described in this Permit Agreement is not in violation of or contrary to any deed restriction or covenant running with the land, if any, in which the herein described lot, tract or parcel of land is situated, and agrees that, should such construction or use be in violation of any deed restrictions or covenants running with the land, this permit shall automatically become void and of no effect without the necessity of any action on the part of the San Jacinto River Authority.

Permittee agrees to conduct the permitted activities in the manner and in accordance with the rules and regulations of the San Jacinto River Authority pertaining to such activities which are available for inspection at the SJRA headquarters or upon request. Any breach of any rules and regulations shall automatically void this permit and Permittee shall be subject to penalties as provided under SJRA Rules and Regulations.

Permittee agrees to observe and abide by all applicable federal, state and local laws, ordinances and regulations pertaining to the permitted activity and nothing contained herein shall be construed as alleviating the Permittee of any responsibility to obtain any permit, license or any other approval required by any agency in connection with the activities herein permitted.

PERMITTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SJRA AND ITS EMPLOYEES AND AGENTS FROM ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES, INCLUDING CLAIMS FOR ATTORNEYS' FEES, INCURRED BY SJRA, ITS EMPLOYEES OR AGENTS AS A RESULT OF ANY CLAIMS OR SUITS THAT ANYONE, INCLUDING PERMITTEE, OR ANYONE CLAIMING BY, UNDER, OR THROUGH PERMITTEE, MAY BRING AGAINST SJRA, ITS EMPLOYEES OR AGENTS TO RECOVER ANY ALLEGED LOSSES, LIABILITIES, COSTS OR EXPENSES, WHICH ARISE DURING OR RESULT FROM PERMITTEE'S OPERATIONS, OR FROM ANY PERMITTED STRUCTURE OR FACILITY, REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT, ACTION, OR FAILURE TO ACT, INCLUDING BUT NOT LIMITED TO ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER FAULT OF SJRA AND/OR EMPLOYEES AND AGENTS.

Permittee accepts and voluntarily incurs all risk of, and intentionally waives all claims against SJRA and/or its employees and agents for, death and/or any injuries, claims, losses, liabilities, damages, costs or expenses, whether known or unknown, which arise during or result from Permittee's operations or from any permitted structure or facility, regardless of whether caused in whole or in part by any act, action, or failure to act, **INCLUDING BUT NOT LIMITED TO ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER FAULT OF SJRA AND/OR EMPLOYEES AND AGENTS.**

Permittee has been informed and understands that SJRA has secured flowage or flood easements, and in some cases waiver and release of damages agreements, for properties around the perimeter of the Lake Conroe reservoir above 201.0 mean sea level elevation up to 207.0 mean sea level elevation as defined by metes and bounds surveys and recorded with Montgomery County Tax Appraisal District. Permittee agrees and shall at all times comply with and be subject to the provisions, requirements, limitations, restrictions and relinquishments of rights as contained in such flowage or flood easements and waiver and release of damage agreements.

Permittee agrees, for permittee, its agents, employees and/or affiliates that these representations are contractually binding, and are not mere recitals, and that Permittee shall reimburse SJRA for all costs and expenses, including but not limited to attorney's fees and other costs and expenses, incurred by SJRA in enforcing any provision(s) of this Agreement.

Every term and provision of this permit is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions which shall remain binding and enforceable.

This Permit, and any amendments thereto, will remain in force and effect as long as Permittee complies with these terms and conditions and the Regulations set forth by the SJRA