Permit Number: _____

Guadalupe-Blanco River Authority

GUADALUPE-BLANCO RIVER AUTHORITY ("GBRA")
REQUEST FOR CONSTRUCTION PERMIT ("Request")

GBRA's review and granting of a construction permit does not relieve the Owner of responsibility for securing and complying with all needed approvals and/or permits from federal, state, county, or local government agencies. For example, if Owner is proposing a construction project that will require a permit from the United States Army Corps of Engineers because it involves construction and/or dredging or filling in certain waters, the Owner will need to either obtain that permit before submitting this Request or have determined that the project does not require such a permit.

Prior to submitting this Request, Owner will provide proof of required approval/permit/utility locating required for the project by applicable federal, state or local government agencies or an indication by the Owner that such approval is not required. No work is to be commenced until necessary approvals have been obtained or determined not to be required, and GBRA has issued a construction permit.

General Instructions: Please write or type the information in this form and send the completed form to dockpermits@gbra.org. A payment of $600 is due with application. Payments can be made at gbra.org/recreation/hydrolakes/. Upon submittal, GBRA will either approve or deny the location of the proposed construction site only. The owner must then obtain approval/permits/utility locating including any applicable permitor processing fees from any other applicable state or federal agencies as may be required prior to commencement of the work.

Required information:

- Drawings/plans of proposed project containing:
  - Description of the scope of work Measurements of project
  - Depiction of property lines on project drawings
- Any approvals required from the list below

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

City of Seguin	_____	Not required	_____
Guadalupe County	_____	Not required	_____
City of New Braunfels	_____	Not required	_____
Comal County	_____	Not required	_____
Gonzales County	_____	Not required	_____
Texas 811	_____	Not required	_____
U.S. Army Corps of Engineers	_____	Not required	_____

SECTION A. OWNER & APPLICANT INFORMATION

1. Owner of Property ("Owner") and location of 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: _____

   Telephone: _____ Cellular Phone: _____

   E-mail: _____

3. Entity/persons authorized to receive/secure permit if other than Owner
   (NOTE: any permit issued will be issued name of the Owner)

   Name: _____

   Address: _____

   City: _____ State: _____ Zip Code: _____

   Telephone: _____ Cellular Phone: _____

   E-mail: _____

4. Contractor to complete construction of project/structure

   Name: _____

   Address: _____

   City: _____ State: _____ Zip Code: _____

   Telephone: _____ Cellular Phone: _____

   E-mail: _____

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 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
   - ☐ 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 Property
   - ☐ Single-family residence
   - ☐ Multi-family residence
   - ☐ Commercial
   - ☐ Industrial
   - ☐ HOA
   - ☐ Empty lot

4. Permit Fee: $600.00, effective on and after September 1, 2026. Payment is due with application. Payments can be made at gbra.org/recreation/hydrolakes/.

SECTION D. CONSTRUCTION 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'). All other construction and material specifications shall be governed pursuant to the requirements established by applicable local, county or state agencies.

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 standards required herein and those required by any 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. any structural members, roofing, decking, floatation or walkways that are not securely attached or pose an immediate threat to water safety or create a navigation hazard;
    b. any structural members other than piers submerged;
    c. any structural members that are broken or missing;
    d. in a state of disrepair; or
    e. not in compliance with the standards required herein.

    Upon receipt of notice from GBRA of the need to repair or replace all or a portion of the permitted structure in accordance with GBRA standards as set forth herein and in effect at the time, Owner shall provide Owner's plan for coming into compliance with this permit 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. GBRA shall make the sole determination whether proposed repairs or replacement are in accordance with GBRA standards as set forth herein and
    in effect at the time. Should Owner fail, within sixty (60) days from the date Owner is notified of the need to repair or replace, to complete such repairs in accordance with GBRA standards as set forth above and in effect at the time, such failure shall be deemed a forfeiture of this Permit and GBRA may exercise any available rights at law or in equity 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 upon notification by GBRA and GBRA shall not be liable for any costs incurred by Owner.

5. Owner may not conduct dredging at this project site, nor allow spoils, material, dirt, or fill to be disposed of in any manner, unless in compliance with all applicable federal, state or local requirements. Owner acknowledges and agrees that Owner, and/or contractor listed hereunder, shall be responsible for complying with any applicable federal, state, or local requirements relating to spoils, material, dirt, fill, or dredging for this project and shall be subject to enforcement and any penalties set forth therein for noncompliance with those requirements. GBRA retains the right to declare this permit null and void should Owner and/or contractor engage in any such prohibited 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 request. A new permit is not required from GBRA for construction of fewer or smaller structures (including boat 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 shall perform routine or preventative maintenance on said structures. However, no additional permit fees are required for such maintenance. 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 site visit, detection, correction and prevention of major deterioration or failure of such structure or its components. Owner shall notify GBRA of such maintenance performed, but GBRA approval of maintenance is not required.

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. GBRA may determine that a structure/project has been abandoned by Owner if construction is not completed within twelve (12) months and Owner has not requested an extension or contacted 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.

3. 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.

4. 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.

5. Owner acknowledges and agrees that: (a) that GBRA makes no express or implied warranties of any kind including without limitation the suitability of the land, structure, or lake conditions for a particular purpose; and (b) that the Owner assumes all risk and financial liability associated with the construction of said structure.

6. Owner further acknowledges and agrees that GBRA is subject to the disclosure requirements as set forth in the Texas Public Information Act ("PIA"). As such, any information deemed "public information" under the PIA, including but not limited to this agreement, may be subject to disclosure under the PIA. In the event that GBRA receives a request under the PIA for documents in any format for documents are considered to be confidential information under the PIA, GBRA shall provide notice of such request to the Owner within a reasonably sufficient time for the Owner to file a request for an opinion from the Attorney General under the PIA, commence other legal proceedings to prevent disclosure, or waive GBRA's obligation to maintain the confidentiality of the documents. GBRA shall not be required to seek an opinion from the Attorney General or commence other legal proceedings to prevent disclosure of any information.

7. Owner agrees to defend, indemnify and hold GBRA and any and all of its Board members, officers, agents, representatives, employees, and volunteers 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, maintenance, condition, 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, (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.

8. 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.

9. Owner acknowledges and agrees (a) that the project/structure sought to be permitted will not block or impede access by land or water to any structures projecting from adjacent lands; (b) that the project/structure shall be built and maintained in accordance with the permit approved by GBRA; (c) that the project/structure shall be constructed, built, and maintained in accordance with any applicable federal, state or local requirements; and (d) if such project/structure contains wired lighting of any kind, such wiring shall be completed by a competent professional licensed to install such services.

10. 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 as agent for the Owner and bind the Owner to all its terms and conditions.

11. Whenever an ordinance, regulation or restriction imposed by GBRA applicable 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.

SIGNATURES

By: _____ _____

Applicant/Property Owner+ Date:

APPROVAL BY GBRA

By: _____ _____

Waterfront Permit Coordinator Date:

By: _____ _____

Division Manager,
Guadalupe & Gonzales Counties