

THE SABINE RIVER AUTHORITY OF TEXAS  
LAKE FORK DIVISION  
353 PR 5183  
QUITMAN, TX 75783  
(903) 878-2262

PRIVATE LIMITED USE PERMIT

Permit No: 005-9084-2187  
Permittee: Mitchell Alison  
154 County Road 1583 Alba, TX 75410  
154 County Road 1583 Alba, TX 75410  
Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_  
Date Of Issue: 20-Sep-22 Date Of Expiration: 31-Aug-23  
Tract No. or Other Identification : Private Acres  
Lot: Tract J-109.1

Use Permit Fee is as follows:

BaseFee:	\$40.00
Frontage 393.56 @ \$ 0.05/ft	\$19.68
Water Fee:	\$50.00
AdditionalFee:	\$0.00
Total Annual Fee:	\$109.68

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 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 ramp, boathouse or other improvement, 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 the 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 boathouse 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 the 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 the Authority.

**4. PERMITTEE'S DUTIES:** Permittee shall:

(a) Abide by and obey all rules and regulations of the 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 government 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 or 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 hereof, 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 the 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 arising out of any 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, 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 right:

(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 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 thereof 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 canceled 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 below.

THE SABINE RIVER AUTHORITY OF TEXAS

DATE 10/24/2022

B. Conner  
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.

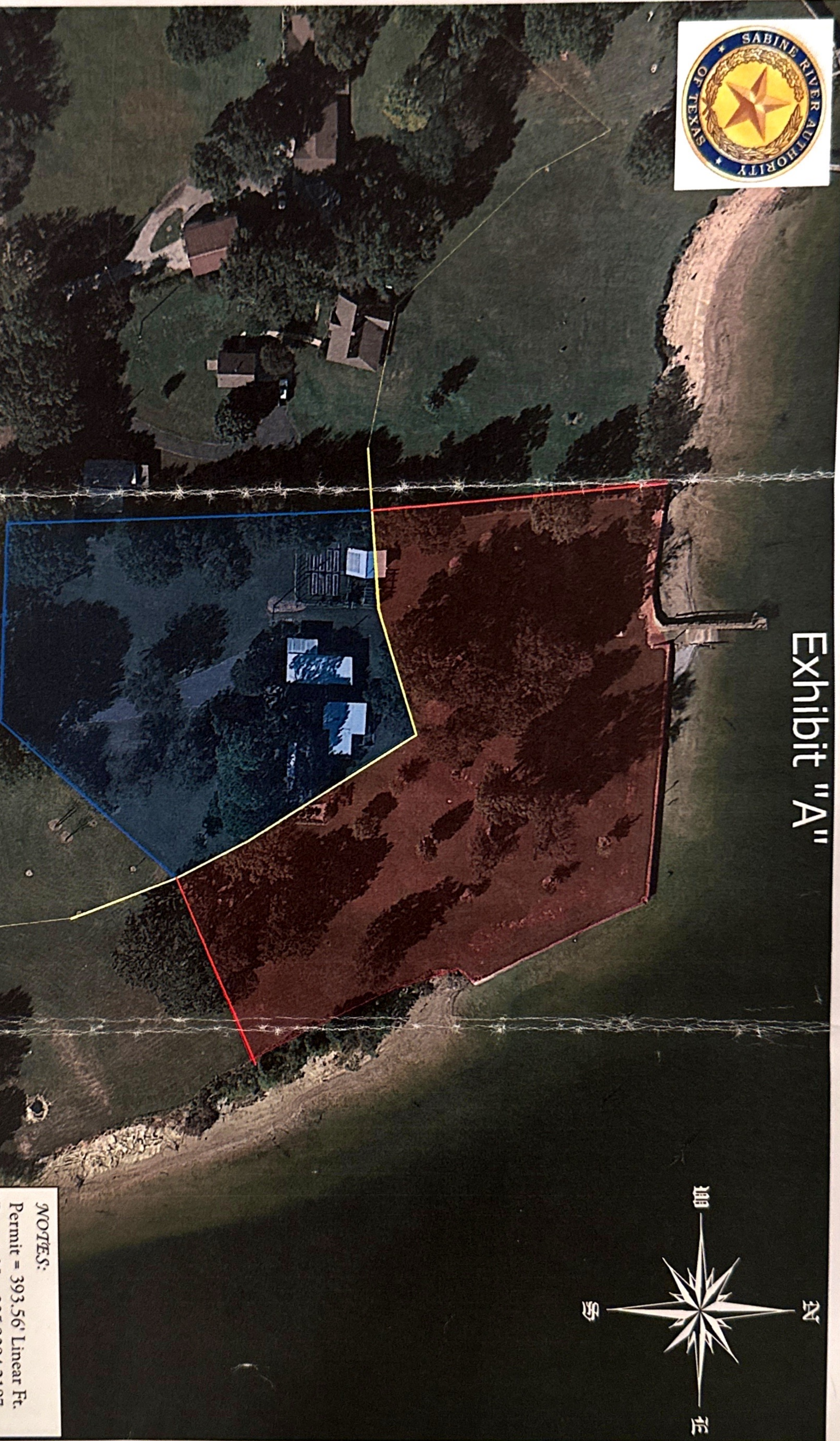
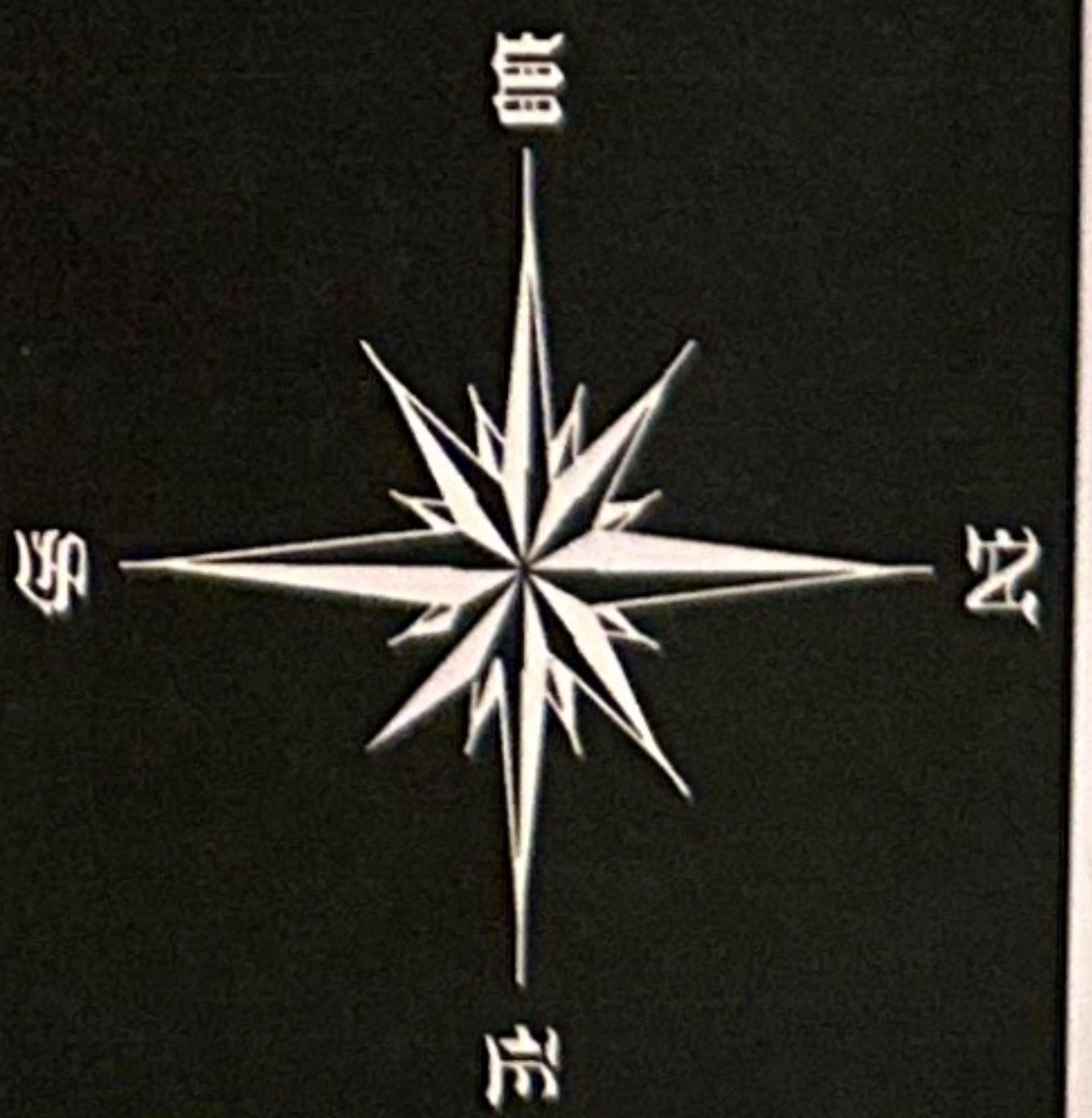
DATE 10/21/22

Mitchell Abson  
Permittee




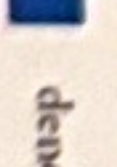
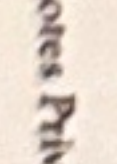
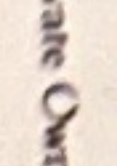


# Exhibit "A"



**NOTES:**  
Permit = 393,56' Linear Ft.  
Permit No. 005-90842187  
Parent Tract : J-109.1

LEGEND

-  denotes Private Ownership
-  denotes Permitted Area
-  denotes SRA Project Boundary
-  denotes Lake Fork Shoreline

Disclaimer: This product is for informational purposes only and is not suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and shows only the approximate relative location of property boundaries and other features.



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*pd 10-21-22*  
*0700*  
*68*  
*\$109.68*  
*[Signature]*

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