



**TRAVIS COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17
3812 ECK LANE • AUSTIN, TEXAS 78734**

PHONE (512) 266-1111 • FAX (512) 266-2790

**LICENSE AGREEMENT
FOR SWIM DOCK, BOAT DOCK OR RESIDENTIAL MARINA**

APPLICATION DATE: _____

APPROVAL DATE: _____

LICENSE NO.: _____
(To be Assigned by WCID 17)

LICENSOR: Travis County Water Control and Improvement District No. 17 (the
"District")

LICENSOR'S MAILING ADDRESS: 3812 Eck Lane
Austin, Texas 78734

LICENSEE: _____

LICENSEE'S EMAIL ADDRESS: _____

LICENSEE'S MAILING ADDRESS: _____

PROPERTY: Licensee to attach Applicable Exhibits
(Plan / Sketch, Survey showing location, Engineer's Certification of structure, Electrical
Certification, Proof of Liability Insurance)

LICENSE FEE: A nonrefundable one-time payment of \$300.00 for a Residential
Boat Dock or Swim Dock; and/or \$500.00 for a Residential Marina,
upon execution of this License Agreement by LICENSEE.

ANNUAL FEE: A nonrefundable annual fee of \$150.00 per slip per year for a
Residential Boat Dock; \$100.00 per each Swim Dock, and/or
\$200.00 per slip per year for a Residential Marina due January 1
and payable on or before March 31 of each year.

RESIDENTIAL
BOAT DOCK: A non-commercial dock that occupies less than 1,500 square feet of
water surface area, as defined by LICENSOR'S Rules and Policies,
and is associated with a single family residence for which no
compensation is, or will be, received by the owner or owners of the
dock for the use of the dock.

RESIDENTIAL MARINA: A boat dock that occupies more than 1,500 square feet of water surface area, as defined by LICENSOR'S Rules and Policies, and which is intended to benefit only individuals of a specific property, and is accessible only to residents of the property and which only residents of the property may purchase, lease or utilize docking space at the marina.

SWIM DOCK: Any swim platform or pier not suitable for long-term boat mooring, and as defined by LICENSOR'S Rules and Policies.

TERM: The initial term of this License is 12 months from January 1 through December 31. This License will be extended for successive one-year periods after this initial term upon payment of the annual fee by LICENSEE before March 31 of each year.

LICENSOR, for the CONSIDERATION paid to LICENSOR, hereby grants and demises to LICENSEE the right and privilege to install, operate, and maintain the SWIM DOCK, BOAT DOCK or RESIDENTIAL MARINA (collectively the "DOCK" or "DOCKS") in and upon the PROPERTY for the TERM. This License is personal to the LICENSEE. It is not assignable, and any attempt to assign this License will terminate the privileges granted to LICENSEE hereunder.

LICENSOR and LICENSEE further agree as follows:

- 1) LICENSEE shall comply with all federal, state, and local laws, ordinances, and regulations in connection with the construction and operation of the DOCK, including all ordinances, rules, regulations, and policies of LICENSOR and its Board of Directors presently in effect and as amended from time to time. LICENSEE acknowledges that LICENSOR'S rules, regulations, and policies may be amended in the future and may enact stricter requirements with which LICENSEE must comply. Further, LICENSEE must abide by all Lower Colorado River Authority ordinances, guidelines and safety standards regarding the Highland Lakes. This includes, but is not limited to, the Highland Lakes Marina Ordinance; the Highland Lakes Watershed Ordinance, Safety Standards for Residential Docks on the Highland Lakes; and Residential Boat Dock Safety Guidelines. In cases where LICENSOR and any other entity have different regulations or requirements relating to boat docks on Lake Travis, the most stringent regulations apply.
- 2) LICENSEE shall not threaten or disrupt operation of LICENSOR'S raw water intake.

- 3) LICENSEE shall at all times maintain the DOCK in a good and safe condition and at no time may the DOCK become a threat to the public health or safety or a navigation hazard.
- 4) LICENSEE may not convey or assign this LICENSE to a successor in interest. Any subsequent purchaser of real property from LICENSEE will be required to execute a new license agreement under the rules and policies of LICENSOR in effect at that time (WCID 17 Policy 7.7.5.2.e.)
- 5) LICENSOR may terminate this LICENSE upon written notice to LICENSEE sent certified mail, return receipt requested for LICENSEE'S failure to abide by the terms of this LICENSE or the rules and policies of LICENSOR with regard to boat docks as may be amended from time to time, as determined in LICENSOR'S sole discretion. Upon such termination, LICENSEE shall remove any and all property and/or improvements belonging to LICENSEE from the PROPERTY within one hundred twenty (120) days. Property and/or improvements not removed from the PROPERTY within one hundred twenty (120) days shall be considered abandoned; and LICENSOR shall have the right to remove and dispose of such property without liability therefore to LICENSEE or to any person claiming under LICENSEE, and shall not be required to account therefore. LICENSEE shall reimburse to LICENSOR its costs to remove and dispose of any such property and/or improvements from the PROPERTY.
- 6) LICENSEE shall maintain and use the PROPERTY and the DOCK in such a condition that it will not present a safety or navigation hazard to watercraft, preclude the safe passage of watercraft, or interfere with the use of the water's surface by adjoining or adjacent property owners. Any improvement extending into the surface of any adjoining body of water shall be made highly visible both day and night.
- 7) Installation or operation of sanitary tanks or fueling facilities is strictly prohibited. No unattended gasoline tanks or cans shall be left on the DOCK. Any potable water facilities supplying the DOCK must be installed in accordance with the Uniform Plumbing Code, most recently adopted Edition, with amendments ("Plumbing Code"), and LICENSEE must obtain a Plumbing Permit from LICENSOR as well as adhere to any rule or policy adopted by LICENSOR related to plumbing. Installed toilet facilities must be of the self-contained or incineration type.
- 8) It is agreed that in the use of the PROPERTY, LICENSEE is acting independently and not as an agent, employee, or representative of LICENSOR. **LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS LICENSOR, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR LIABILITIES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS OF LICENSOR'S**

NEGLIGENCE, WHICH LICENSOR, ITS OFFICERS, AGENTS, AND EMPLOYEES MAY SUSTAIN OR INCUR OR WHICH MAY BE IMPOSED UPON THEM OR ANY OF THEM FOR INJURY TO OR DEATH OF ANY PERSON (INCLUDING EMPLOYEES OF LICENSEE), OR DAMAGE TO PROPERTY (INCLUDING PROPERTY OF LICENSEE) AS A RESULT, ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH THIS LICENSE OR WITH THE USE OF THE DOCK BY ANYONE.

- 9) LICENSEE shall, at its own cost and expense, acquire and maintain and provide LICENSOR with evidence of, adequate liability insurance with a minimum coverage of \$300,000 per person per occurrence bodily injury, \$100,000 of property damage or \$300,000 combined single limit. Further, LICENSEE shall furnish LICENSOR with proof of any subsequent renewals of such insurance and shall forward copies of its certificates of insurance to LICENSOR upon such renewals. With the exception of a DOCK that is insured under a homeowner's insurance policy, LICENSEE will subrogate to the LICENSOR and shall list LICENSOR as an additional insured with respect to the DOCK.
- 10) LICENSEE is required to display the number identifying this LICENSE by affixing to LICENSEE'S DOCK the PLAQUE provided by LICENSOR with this LICENSE. This plaque must face and be visible to water traffic.
- 11) LICENSEE agrees that if LICENSEE has failed to maintain his or her Dock, or has in any other way failed to abide by LICENSOR'S Rules and Policies as related to Docks, the LICENSOR shall proceed with the following procedures:

LICENSEE will first receive a letter from LICENSOR detailing any violations of LICENSOR'S Rules and Policies, including the failure to pay an Annual Fee under this section. LICENSEE will be given thirty (30) days to correct the deficiency.

If, after the 31st day from the receipt of this first letter, LICENSEE has not corrected the deficiency, LICENSOR will send a second letter to LICENSEE detailing violations of LICENSOR'S Rules and Policies, and assessing a fine against LICENSEE of \$500.00. LICENSEE will then have thirty (30) days to correct the deficiency and pay the outstanding fine to LICENSOR. This fine is in addition to any other fines or fees that may be owed by LICENSEE.

If, after the 31st day from the receipt of this second letter, LICENSEE has not corrected the detailed deficiencies and has not paid any outstanding fines or other fees owed by LICENSEE, LICENSOR will terminate this LICENSE and may pursue any and all legal remedies against LICENSEE as is authorized by Texas law, including, but not limited to, injunction and removal of the DOCK. LICENSEE'S receipt of LICENSOR'S correspondence under these procedures is deemed to be within three (3) business days of LICENSOR'S deposit of the

correspondence in regular United States Postal Service Mail at the most current address for LICENSEE on file with LICENSOR.

- 12) Any agent or employee of LICENSOR may inspect the DOCK located over LICENSOR'S submerged land. LICENSOR may provide advance notification for inspection and LICENSEE or LICENSEE'S representative shall, when possible, be present during such an inspection. Authorized agents or employees of LICENSOR shall have the right to enter at all reasonable times in or upon any property, whether public or private, for the purpose of inspecting and investigating conditions relating to the construction, modification or relocation of a DOCK. Nothing in this section, however, shall preclude a licensed peace officer hired or employed by LICENSOR from entering the DOCK without notice to investigate suspected criminal activity as might otherwise be allowed under the laws of this State.
- 13) When the context requires, singular nouns and pronouns include the plural.

INSPECTION PASSED:

By: _____
Inspector

Date: _____

LICENSOR: Travis County Water Control
and Improvement District No.17

By: _____
General Manager

LICENSEE:

By: _____

Name: _____

Title: _____