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SABINE RIVER AUTHORITY of Texas

Lake Fork Division
353 PR 5183
QUITMAN, TEXAS 75783

April 20, 2022

Royal Oak Maintenance Association
c/o John T. Praznik, President
PO Box 563
Yantis, Texas 75497

Dear Mr. Praznik:

Attached is a Subdivision Limited Use Permit #012-0662-2171 in duplicate covering the floodplain for, Royal Oak Maintenance Association, common use area, Lake Fork Reservoir. Please sign and return both Permits. A fully executed copy will be mailed to you.

On September 1 each year you will be billed for the total annual fee of \$133.08. Please notify us of any change of address or leadership of property so our records may be changed accordingly.

If we can be of any further assistance, please let us know.

Very truly yours,

SABINE RIVER AUTHORITY OF TEXAS

B. Conrad King
Division Manager

BCK/sr
Att.

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

SUBDIVISION LIMITED USE PERMIT

PERMIT NO. : 012-0662-2171
PERMITTEE : Royal Oak Maintenance Association
ADDRESS : c/o John T. Praznik
PO Box 563, Yantis, TX 75497
DATE OF ISSUE: 4/20/2022
DATE OF EXPIRATION: 8/31/2023
TRACT NO. OR IDENTIFICATION: Private Acres Tract J-125

LAND USE PERMIT FEE AS FOLLOWS:

BASE FEE \$ 100.00

FRONTAGE 165.39 FT. @ .20/FT. 33.08

ADDITIONAL FACILITIES FEE

WATER USE FEE

TOTAL ANNUAL FEE \$ 133.08

The Sabine River Authority of Texas, hereinafter called "**Authority**", hereby and herein grants to the above named Permittee, hereinafter called "**Permittee**", a **Subdivision Limited Use Permit** on the above referred to Tract owned by the Authority below the Project Boundary with the right to place thereon a pier, wharf, dock, boat 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 provision thereof.

2. **CONSIDERATION:** Permittee shall pay Authority during the term of the 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 the Authority.

(b) Permittee may have the ingress and egress on and over said tract.

(c) Permittee may clear underbrush (wood 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 water from the reservoir for his private uses, 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 operations of Lake Fork 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 or 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.

(e) Not cause or permit the removal, digging up or rearrangement of any of the soil in and on the subject tract.

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 applies lying adjacent to the Project Boundary of Lake Fork Dam and Reservoir Project.

(d) Use of the permitted land for commercial purposes, including use for launching rental boats or use by persons paying camping fees, use fees or cabin rentals on adjacent lands, or lands in close proximity to the use area.

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 of 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 the Authority.

7. **HOLD HARMLESS AND RELEASE:** Permittee shall at all times indemnify and save harmless Authority from any penalty, damage or charge incurred or imposed by reason of any violation of any 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 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 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 therefore 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, 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.

SABINE RIVER AUTHORITY OF TEXAS



B. Conrad King
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 5-19-2022

John T Pragnib / President
Permittee/Title

NOTES:

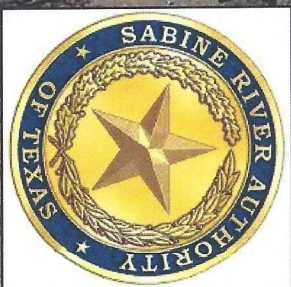
Permit = 165.39' Linear Ft.
Permit No. 012-0662-2171
Parent Tract: J-125

LEGEND

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

Exhibit "A"

Royal Oak Estates Boat Ramp



Google Earth