



## GUIDELINES

### CONSTRUCTION ON FLOOD EASEMENT OWNED BY THE AUTHORITY AROUND LIVINGSTON RESERVOIR:

1. On areas within the flood easement that are subject to temporary inundation by flood waters and are above the guide contour, construction of improvements including dwellings is permitted provided that such construction is not in conflict with water quality regulations.
2. On areas within the flood easement that are subject to temporary inundation by floodwaters and are below the guide contour, construction of improvements including dwellings are allowed under the condition that (a) the floor elevation of such structure should be at least two feet above the guide contour; and (b) the construction of such facility does not violate any water quality control regulations
3. That the owner of fee land encumbered by the flood easement is required to execute an instrument relieving the Trinity River Authority of Texas of any liability that might be incurred by such construction.

Please call (936) 365-2292 with any questions.

P.O. Box 360  
Livingston, Texas 77351  
(936) 365-2292  
Fax (936) 365-2142







Trinity River Authority of Texas
LAKE LIVINGSTON PROJECT

Serving as an agent of the Texas Commission On Environmental Quality.

P.O. Box 360 A/C 936
Livingston, TX 77351 365-2292

APPLICATION FOR ON-SITE SEWERAGE FACILITY

I hereby make application to install and operate an on-site sewerage facility within the 2,000 foot Water Quality Zone as designated by TAC Regulation 285.3 of the Texas Commission On Environmental Quality.

NAME OF APPLICANT (Last) (First) (Middle)

MAILING ADDRESS (Street, P.O. Box) (City) (State) (Zip Code)

HOME TELEPHONE NO. BUSINESS TELEPHONE NO.

LOCATION OF PROPOSED CONSTRUCTION: COUNTY

SUBDIVISION SECTION BLOCK LOT

DESCRIBE LOCATION IF NOT IN SUBDIVISION

LOT DIMENSIONS

TYPE OF CONSTRUCTION COMMERCIAL ( ) DWELLING ( )

WATER SAVING DEVICES INCLUDED NO. OF BEDROOMS SQUARE FOOTAGE

INSTALLER TCEQ LICENSE NO.

SEPTIC SYSTEM: PROPOSED ( ) EXISTING ( ) HOLDING TANK ( )

If existing system complete the following items:

SIZE OR DIMENSION OF TANK

DRAINFIELD: A. WIDTH OF DRAINFIELD DITCH

B. TOTAL LENGTH OF DRAINFIELD

C. TOTAL TRENCH BOTTOM AREA OF DRAINFIELD (Length x Width)

D. DRAINFIELD DISTANCE FROM WATER'S EDGE (131 FT. MSL)

Authorization is hereby given to the Trinity River Authority of Texas, Texas Department of Health, and the Texas Commission On Environmental Quality or their agents or designees, singularly or jointly, to enter upon the described property for the purpose of performing site evaluations, inspection septic systems or for any reason consistent with the water quality programs of the Trinity River Authority of Texas, The Texas Department of Health or the Texas Commission On Environmental Quality.

Signature of Applicant Date

LANDSCAPING PLAN

Terms and Conditions

ACCEPTANCE:

1. This Landscape plan is offered for acceptance subject to the following terms and conditions unless specifically agreed to otherwise, in writing be a representative of \_\_\_\_\_.
2. This Landscape plan is limited to the equipment, labor and service specifically described and none other is intended or implied.

INSTALLATION:

1. Homeowner agrees to allow contractor access to property with any and all equipment and material necessary to complete the installation of an on-site system.
2. Homeowner agrees that the possibility of ground damage may occur from the heavy equipment and material being moved on-site and/or that wet ground conditions may create excessive ground damage during the installation process.
3. Homeowner agrees that during the course of the installation extra soil will be left over due to the tank displacement.
4. Homeowner agrees that existing ground cover (grass) may be permanently displaced during the course of the on-site installation.
5. Homeowner agrees that the possibility of vegetative (tree,shrub) loss may occur as a result of the on-site installation.
6. Homeowner agrees that there is a possibility that some ground settling may occur in the disturbed soil area after the contractor has completed the installation and left the premises.

CONTRACTOR RESPONSIBILITY:

1. Contractor agrees that all work shall be completed in a workman like manor according to standard practices.
2. Contractor agrees to make a reasonable attempt to minimize ground damage during the course of the on-site installation.
3. Contractor agrees to backfill around all tanks and sewer pipe placed into the ground to a minimum of grade level.
4. Contractor agrees to spread excess soil to adjacent area of the installation site unless otherwise directed by the homeowner or if inclement weather prevents this action, the soil will be left at its present location.

HOMEOWNER RESPONSIBILITY:

1. Homeowner agrees to re-grade soil in areas where soil settling has occurred.
2. Homeowner agrees to re-seed or sod areas of disturbed soil where existing ground cover was present prior to the on-site installation.
3. Homeowner agrees to seed or sod any and all areas located within the surface application area upon completion of the on-site installation.
4. Homeowner agrees to rake to grade any an all areas disturbed by the on-site installation.
5. Homeowner agrees to dispose of any stumps or roots exposed or removed during the course of the on-site installation.

ADDITIONS/EXCLUSIONS:

The following terms and conditions that shall be included into this agreement:

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Installer: \_\_\_\_\_ Homeowner: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



**INSTRUCTIONS FOR EXECUTION OF  
AFFIDAVIT TO THE PUBLIC**

Attached is an Affidavit to the Public for actual water usage. The Trinity Authority requires an Affidavit to the Public be filed at the County Courthouse anytime an Aerobic Treatment Unit is installed or when two or more lots are bound together by a wastewater system. This document will be filed with the property deed to notify prospective buyers of conditions present. This affidavit must be completed and returned to our office as soon as possible so we may authorize installation of your system. Please complete the following steps concerning this document:

- (1) Read the Affidavit to the Public, sign and date it where indicated before a Notary Public.
- (2) Return the Affidavit to the Public to us with a check made payable to the County Clerk in which your property is located. Please put your Driver's License Number and birth date on the check.

If you have any questions, please contact this office at (936) 365-2292.

<u>COUNTY</u>	<u>FILING FEE</u>
TRINITY	\$26.00
WALKER	\$26.00
POLK	\$26.00
SAN JACINTO	\$21.00

NOTE: PLEASE MAKE SURE THAT ALL AFFIDAVITS ARE ON LEGAL SIZE (8 ½ X 14) PAPER.

AFFIDAVIT TO THE PUBLIC

COUNTY OF \_\_\_\_\_  
STATE OF TEXAS

ON-SITE SEWAGE FACILITY AFFIDAVIT

Before me, the undersigned authority, on this day personal appeared \_\_\_\_\_  
\_\_\_\_\_ who, after being by me duly sworn upon oath states that he/she is the  
owner of the record of that certain tract or parcel of land lying and being situated in  
\_\_\_\_\_ County, Texas and being more particularly described as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned further states that a wastewater system or an aerobic wastewater system requiring a maintenance contract has been or will be installed in accordance with the permitting provisions of the Trinity River Authority. Further, the undersigned states that he/she will, upon any sale or transfer of the above-described property, notify any buyer or transferee of the condition. For more information concerning the rules or regulations on wastewater systems, please contact the Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087.

If applicable, this Onsite Sewer Facility must be covered by a continuous maintenance contract. All maintenance on this Onsite Sewer Facility must be performed by an approved maintenance provider, and a signed maintenance contract must be submitted to the Trinity River Authority within 30 days after the property has been transferred, upon renewal of a contract, or upon changing maintenance providers.

**Two or more tracts of land:** This OSSF is located on two or more separate legal tracts of land and the tracts cannot be sold separately. Said system being on lots \_\_\_\_\_ shall bind these lots as one unit not to be sold or transferred individually.

WITNESS MY/OUR HAND(S) on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name(s) of Homeowner(s)

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_