



# Consolidated Use Permit

Print or type the information requested below. Submit one signed copy with complete set of boat dock plans, property deed, and plat map to the Operations Manager. (READ THE ATTACHED PRIVACY ACT STATEMENT PRIOR TO COMPLETING THIS FORM.)

Name of the Applicant \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Check box for each facility. Include directions to your location. Approved plans must be on file for all activities.

<input type="checkbox"/> Boat Dock/Underbrushing	<input type="checkbox"/> Certified Electric Line	<input type="checkbox"/> Community Dock
<input type="checkbox"/> Underbrushing Only	<input type="checkbox"/> Utility Lines (Water)	<input type="checkbox"/> Consent _____
<input type="checkbox"/> Improved Walkway	<input type="checkbox"/> Erosion Control	
<input type="checkbox"/> Duck Blind (one season)	Description of Facilities: _____	

The following person will be available on short-notice call and will be responsible for providing any needed surveillance of the structure in my absence.

Name \_\_\_\_\_ Telephone \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

I understand the conditions of this Consolidated Use Permit and hereby accept this instrument together with all conditions thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

X \_\_\_\_\_

**Applicant Signature**

*This block to be completed by Operations Manager*

Consolidated Use Permit Conditions

Consolidated Use Permit Number: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The Secretary of the Army hereby grants to the applicant named above a Consolidated Use Permit for the period specified above, to construct, use and maintain the items specified and described above.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

X \_\_\_\_\_

Operations Manager

Project Name W. Kerr Scott Dam & Reservoir

## PRIVACY ACT NOTICE

### AUTHORITY

Section 4, 1944 Flood Control Act as amended, PL 87-874.

### PURPOSES

These applications are used in considering the issuance of permits for floating facilities and landscaping by private landowners adjacent to Corps lakes. This information is collected and maintained at project offices and is used as a basis for issuing permits. Needed for description of facility to assure conditions of permit requirement are met. To provide auditing information for programs with financial involvement. To provided information for contact of responsible party available on short notice in case of emergency.

### ROUTINE USES

This information may be disclosed to Department of Justice or other federal, state, or local law enforcement agencies charged with the responsibility of investigating or prosecuting violations or potential violation of law or enforcing or implementing statutes, rules, regulations or orders issued pursuant thereto; or to a Congressional office in response to an inquiry made at the applicant's request. The applicant's name and address are considered public information and will be disclosed in response to a Freedom of Information Act request.

### EFFECTS OF NONDISCLOSURE

Disclosure of information is voluntary. Failure to provide information will preclude issuance of a permit.

**EXHIBIT 3  
CONSOLIDATED USE PERMIT  
CONDITIONS**

***This permit is a privilege granted by the United States. In consideration of the issuance of this permit, the permittee must be in compliance with Title 36, Code of Federal Regulations, § 327 (including but not limited to Sections 14, 15 and 30) and must remain in compliance with those sections. Any incidents of noncompliance with those sections for the conditions below will result in the revocation of this permit or non-renewal, or the addition of other special conditions. Non-renewal or revocation will require removal of the permitted facility at the owner's expense.***

1. The grantee shall pay, in advance, to the United States, compensation in accordance with the fee schedule attached here to as exhibit 4.
2. The exercise of the privileges hereby granted shall be without cost or expense to the United States, under the general supervision and approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," subject to such regulations as may be prescribed by him from time to time, and is subject to the Government's navigation servitude, to rules published in Title 36 Code of Federal Regulations, § 327, and to all applicable Federal, State and Local Laws and Regulations.
3. Any property of the United States damaged or destroyed by the grantee incidental to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.
4. The grantee agrees to and does hereby release and agree to save and hold the Government harmless from any and all causes of action, suits at law or equity, or claims or demands or from any liability of any nature whatsoever for or on account of any damages to persons or property, including the approved facility, growing out of the ownership, construction, operation or maintenance by the grantee of the claims or right to compensation shall accrue from any such damage approved facilities. The Government shall in no case be liable for any damage or injury to the approved facility, which may be caused by, or result from subsequent operations undertaken by the Government for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage.
5. Should the grantee cease to operate and/or maintain the approved facility, or upon expiration or revocation of this Consolidated Use Permit, the grantee shall remove his facility within 30 days, at his expense, and restore the water and land area to its former condition. If the grantee fails to remove and restore the premises to the satisfaction of the said officer, the said officer may do so by contract or otherwise and recover the cost thereof from the grantee.
6. This Consolidated Use Permit may be terminated by the grantee at any time by giving to the Secretary of the Army, through the said officer, at least 10 days notice in writing, provided that, in case of such termination, no refund by the United States of any fee theretofore paid shall be made.
7. No attempt shall be made by the grantee to forbid the full and free use by the public of all navigable waters or Government-owned shoreline, at or adjacent to the approved facility.
8. Floats and flotation material for all docks and boat mooring buoys shall be fabricated of materials manufactured for marine use. The float and its flotation material shall be 100% warranted for a minimum of eight (8) years against sinking, becoming waterlogged, cracking, peeling, fragmenting or losing beads. Replacement shall be required when it or its flotation material no longer performs its designated function or it fails to meet the specifications for which it was originally warranted. All floats shall resist puncture and penetration and shall not be subject to damage by animals under normal conditions for the area. All floats and the flotation material used in them shall be fire resistant. Any float, which is within 40 feet of a line carrying fuel, shall be 100% impervious to water and fuel. The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited. Existing floats are authorized until or its flotation material is no longer serviceable, at which time it shall be replaced with a float that meets the conditions listed above. For any floats installed after 28 May 1999, repair or replacement shall be required when it or its flotation material no longer performs its designed function or it fails to meet the specifications for which it was originally warranted.
9. Structures are subject to periodic inspection by Corps personnel. If an inspection reveals conditions, which make the facility unsafe in any way, or conditions, which deviate from the approved plans, the owner upon receipt of notification will correct such conditions immediately. No deviation or changes from approved plans will be permitted without prior written approval of said officer. The Operations Manager or his authorized representative shall be allowed to cross the permittee's property, as necessary to inspect facilities and/or activities under permit.
10. The grantee agrees that if subsequent operations by the Government require an alteration in the location of the facility or, if in the opinion of the said officer, the facility shall cause unreasonable obstruction to navigation or that the public interest so required, the grantee shall, upon written notice from the said officer, remove, alter, or relocate the facility, without expense to the Government.
11. No improvement authorized is to be used for human habitation. Household furnishings are not permitted on boat docks, boathouses, or other structures. No houseboat, cabin cruiser or other vessel shall be used for human habitation at a fixed or permanent mooring point.
12. Facilities granted under this permit will not be leased, rented, sub-let or provided to others by any means of engaging in commercial activities by the permittee or his/her agent for monetary gain.

## CONSOLIDATED USE PERMIT CONDITIONS (continued)

13. The display tag provided for permitted items shall be posted on the facility or on the land areas covered by the Consolidated Use Permit so that it can be visually checked with ease in accordance with instructions of the said officer.
14. No vegetation other than that referenced on Pages 25-28 of the Shoreline Management Plan may be damaged, destroyed or removed. No change in landform such as grading, excavation or filling may be done. No vegetation planting of any kind may be done, other than that specifically referenced in Exhibit 6.
15. This Consolidated Use Permit is nontransferable. Upon the sale or other transfer of the facility or upon the death of the grantee, this instrument is null and void. Grantee agrees to contact the shoreline ranger upon sale or transfer of property adjoining public lands or upon a change of permanent address or phone number.
16. The grantee agrees that he will complete the facility construction within one year of the Consolidated Permit issue date. The instrument shall become null and void if the construction is not completed within that period. Further, the grantee agrees that he will operate and maintain the facility in a manner so as to minimize any adverse impact on fish and wildlife habitat, natural environmental values and in a manner so as to minimize the degradation of water quality.
17. By 30 days written notice, mailed to the grantee by registered or certified mail, the District Engineer or his authorized representative may revoke this instrument whenever he determines that the public interest necessitates such revocation or when he determines that the grantee has failed to comply with the conditions of this instrument. The revocation notice shall specify the reasons for such action. If within the 30-day period, the grantee, in writing requests a hearing, the District Engineer shall grant such hearing at the earliest opportunity. In no event shall the hearing date exceed 60 days from the date of the hearing request. At the conclusion of such hearing, the District Engineer shall render a final decision in writing and mail such decision to the grantee by registered or certified mail. The grantee may, within 5 days of receipt of the decision of the District Engineer appeal such decision to the Division Engineer. The decision of the Division Engineer shall be rendered as expeditiously as possible and shall be sent to the grantee by registered or certified mail. The grantee may, within 5 days of receipt of the decision of the Division Engineer, appeal such decision in writing to the Chief of Engineers. The decision of the Chief of Engineers shall be final from which no further appeal may be taken.
18. Notwithstanding condition 17 above, if, in the opinion of the District Engineer, emergency circumstances dictate otherwise, the District Engineer may summarily revoke this instrument.
19. The grantee agrees that he shall comply with all requirements contained in the current W. Kerr Scott Dam and Reservoir Shoreline Management Plan.
20. If permitted facilities are removed for storage or extensive maintenance, the Operations Manager may require all portions of the facility be removed from public property.
21. The use of a permitted boat dock facility shall be limited to the mooring of the permittee's vessel or watercraft and the storage, in an approved storage compartment, of his/her gear essential to the operation of such vessel or watercraft.
22. Floating facilities shall be securely attached to the shore in accordance with the approved plans by means of moorings which do not obstruct general public use of the shoreline or adversely affect the natural terrain or vegetation. Anchoring to vegetation is prohibited.
23. When vegetation modification on these lands is accomplished by chemical means, the program will be in accordance with appropriate Federal, State and Local Laws, Rules and Regulations.
24. No change in land form such as grading, excavation, or filling is authorized by this permit.

# EXHIBIT 4

## FEE SCHEDULE

For

### CONSOLIDATED USE PERMITS

#### Consolidated Use Permit Fees for Docks & Other Facilities (5-Year Term)\*

<b>Individual New Permit</b> (or new owner of existing facility .....	\$400
<b>Community Dock New Permit</b> .....	\$400
<b>Re-Issue Permit</b> (to same owner of existing facility).....	\$175
<b>Permit Modification**</b> (additions/changes to existing facility).....	\$90
<b>Vegetative Modification</b> .....	\$10
<b>Erosion Control</b> .....	\$0

#### **Additional Fees**

Utility Right of Ways (each utility) (electricity, water) .....	\$35
Improved Steps and/or Walkway .....	\$50
Handrails Only.....	\$28

#### VALID FOR ONE SEASON

Duck Blind.....	\$20
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\* Docks which are not constructed within one year are subject to a \$400 renewal fee.

\*\* Modification fee may not cover a five-year term.