

SHORELINE USE PERMIT CONDITIONS

This Consolidated Permit is granted subject to the following conditions:

1. The grantee shall pay, in advance, to the United States, compensation in accordance with the fee schedule.
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, Part 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 of 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 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 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 Permit may be terminated by the grantee at any time by giving to the Secretary of the Army, through the said officer, at least ten (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 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. 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 it 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 designated function or it fails to meet the specifications for which it was originally warranted.
9. Structures are subject to periodic inspection by Corps rangers. If an inspection reveals conditions which make the facility unsafe in any way or conditions which deviate from the approved plans, such conditions will be corrected immediately by the owner upon receipt of notification. No deviation or changes from approved plans will be permitted without prior written approval of the said officer.
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 piers, 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. No charge may be made for use by others of the facility nor shall commercial activities be conducted thereon.
13. The display tag provided for permitted items shall be posted on the facility or on the land areas covered by the Consolidated Permit so that it can be visually checked with ease in accordance with instructions of the said officer.
14. No vegetation other than that prescribed 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 prescribed.
15. This Consolidated 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 Natural Resources Manager's Office 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 permittee by certified letter, the district commander may revoke this permit whenever the public interest necessitates such revocation or when the permittee fails to comply with any permit condition or term. The revocation notice shall specify the reasons for such action. If the permittee requests a hearing in writing to the district commander through the resource manager within the 30 day period, the district commander shall grant such hearing at the earliest opportunity. In no event shall the hearing date be more than 60 days from the date of the hearing request. Following the hearing, a written decision will be rendered and a copy mailed to the permittee by certified letter.
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. If you have either/or the following permits, please make the following corrections:

Down Shield Lighting

Lighting on authorized poles must be of a down lighting design and/or include a "down light shield". This will be required for all new permits and for existing permits at change of ownership or time of renewal. Down lighting simply means that lights are to be directed toward the ground and include a shield or cover that prevents light from shining outward. (2007 Hartwell Lake SMP, Paragraph 19a, Page 16)

Stained Concrete

Concrete must be colored by dye/stain to shades of dark green, black, brown, dark tan, and dark grey. This will be required for all new permits and for existing permits at change of ownership and time of renewal. (2007 Hartwell Lake SMP, Paragraph 20, Pages 16-17)