

DEPARTMENT OF THE ARMY  
 U. S. ARMY ENGINEER DISTRICT, OMAHA  
 CORPS OF ENGINEERS  
 215 NORTH 17TH STREET  
 OMAHA, NEBRASKA 68102-4978

CEMRO-RE-MC

DM 1130-2-5b

Date: 1 January 1994

Real Estate  
 ISSUANCE OF MINOR LICENSES AND PERMITS AT WATER RESOURCE PROJECTS

1. Purpose. To prescribe policy, responsibility, and procedures for issuance of minor licenses and shoreline use permits at water resource projects.
2. Applicability. This regulation is applicable to all Civil Works Projects in the Omaha District.
3. References:
  - a. Section 1134 of the Water Resources Development Act of November 17, 1986 (100 stat. 4251; 16 USC 460d).
  - b. The Independent Offices Appropriations Act of 1952 (31 USC 9701).
  - c. Sections 2668 and 2669 of the Armed Forces Act of August 10, 1956, as amended, (10 USC 2668, 2669).
  - d. The Act of May 27, 1952 (66 stat. 95; 43 USC 961).
  - e. Regulations governing the use of Department of the Army administered Real Property (32 CFR 643.71).
  - f. Rules and Regulations Governing Public Use of Water Resources Development Projects Administered by the Chief of Engineers (36 CFR 327).
  - g. ER 405-1-12, Real Estate Handbook, Chapters 4 and 8.
  - h. Department of Defense Instruction 7230.7, Users Charges.
  - i. ER 1130-2-400, Management of Natural Resources and Outdoor Recreation at Civil Works Resource Projects.
  - j. ER 1130-2-406, Shoreline Management at Civil Works Projects.
  - k. ER 372-10, Accounting and Reporting, Civil Works Activities.
  - l. Respective shoreline management plan for each civil works project.
  - m. Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403).
  - n. Section 404 of the Clean Water Act (33 USC 1344).
4. Policy. It is the policy of the Omaha District that certain specific Real Estate licenses (hereinafter licenses) associated with shoreline use permits (hereinafter permits) and permits associated with licenses will be coordinated and issued simultaneously when both instruments are granted to the same individual or group of individuals. This will be accomplished by attaching the license and permit forms together and by coordinating the terms of the two instruments. ENG Form 808, "Department of the Army License", will be used for all licenses addressed in this regulation. ENG Form 4264-R, "Application for

Shoreline Use Permit", will be used for all permits considered under this regulation. Procedures for accomplishing this policy are detailed in Sections 7 - 11 of this regulation. This synchronization of permits and licenses shall not apply to the following types of outgrants:

- a. Licenses not associated with permits.
- b. Permits not associated with licenses.
- c. All leases and easements issued by Real Estate Division.
- d. All major licenses issued by Real Estate Division.
- e. Permits issued to other federal agencies by Real Estate Division.
- f. Certain Real Estate licenses associated with permits for community boat docks.

5. Delegations of Authority: The following specific delegations apply to this regulation:

a. ER 405-1-12, Chapter 8, para. 8-50f, delegates authority to execute, amend, and renew Real Estate licenses to "...Division Commanders and their delegates, i.e., District Commanders and Chiefs of Real Estate without authority to further redelegate below the District Chief of Real Estate..."

b. ER 1130-2-406, Appendix A, para. 2b, delegates authority to issue shoreline use permits to "...the District Commander or his/her authorized representative on ENG Form 4264-R..."

6. General Procedures. This regulation addresses the following categories of outgrant procedures in subsequent sections:

a. Issuance of new licenses associated with permits and new permits associated with licenses.

b. Renewals of licenses associated with permits and permits associated with licenses.

c. Issuance of licenses not associated with permits for which the activity/use/item has been established as available for outgranting.

d. Issuance of licenses not associated with permits for which the activity/use/item has not been established as available for outgranting.

e. Issuance of licenses that may be controversial, unusual, inconsistent with existing regulations, or which could embarrass the Secretary of the Army.

f. Issuance of permits not associated with licenses for which the activity/use/item has been established as available for outgranting.

7. a. Procedure - New Licenses and Permits; RECEIPT OF APPLICATIONS. The Lake Manager will:

(1) Serve as the initial point of contact for new requests for licenses and permits issued under the coordinated procedures described in this section.

(2) Provide new applicants with an "Application for Real Estate License/Shoreline Use Permit", ENG Form 4264-R (Appendix A) and "Regulatory Permit Application", ENG 4345 (Appendix A-1). The fee schedule for shoreline

permits will be attached to the Shoreline Use Permit form. The fee schedule listing of established activities/uses/items allowed under the license is listed on Appendix A (License Portion). When the license application is forwarded to Real Estate Division, it will be retained in an appropriate Real Estate file in accordance with prevailing regulations. The Lake Manager may also retain a copy of this application.

(3) Review the permit/license application and determine whether or not it conforms with the intended scope of this regulation and the established license and permit conditions. This requirement must be met for an application to be subject to the coordinated procedures addressed in this section.

(4) Make a cursory determination of availability based on current authorized activities/uses/items. Requests for private use of Federal real property that are included in both applications are established to be available for outgranting, upon the approval of availability by the Lake Manager. [Reference ER 405-1-12, para 8-1 d(2)]

(5) Inform the applicant of the total cost of the license and permit based on the established fee schedules attached to the Shoreline Use Permit/Real Estate License application, pursuant to 36 CFR 327.31 and this DM.

(6) If a Regulatory Permit is required because a particular activity/use/item is placed below the lake's normal pool elevation, the Lake Manager will process this application in accordance with procedures established by the servicing Regulatory Office.

(7) Collect full payment. The application will not be processed by the Lake Manager until full payment is made by the applicant. The full amount as stated here means the total amount of all requested fee activities for both the permit and license.

(a) The Real Estate Division fixed minimum charge fee as listed on the one stop license application form will be reviewed every five (5) years and updated as required, pursuant to DOD Instruction 7230.7 and the Administrative Fee Regulation dated 21 December 1992. The shoreline use permit fee schedule is reviewed periodically and amended pursuant to 36 CFR 327.3.

(b) Pursuant to DOD Instruction 7230.7 and Administrative Fee Schedule dated 21 December 1992, the Real Estate Division license fee will consist of a fixed minimum charge as shown on the Real Estate License/Shoreline Permit Application (Appendix A) for those activities/uses/items checked by the applicant. The shoreline permit fee is determined pursuant to 36 CFR 327.3 and the fee schedule is shown on Page A-3 of Appendix A. Appendix B provides a "Permit/License Fee Charge Form" and Appendix B-1 provides a sample computation of the total permit/license fee for a particular applicant. This form can be utilized for a permit, license, or combination of both.

(c) In preparing an analysis of charges for the license portion, the fixed minimum charge as shown on the application shall be used for any or all of the available activities/uses/items checked on the application. The fixed minimum charge shall apply regardless of the term of the license. Grandfathered items shall be charged for separately in accordance with Appendix G and added to the fixed minimum charge. The analysis of the license charges shall be computed on Appendix B, "Permit/License Fee Charge Form." When all license charges have been determined, they shall be totalled and this total entered into the license total line which is Part B of Appendix B.

(d) When preparing an analysis of permit fees to be charged, the Lake Manager shall compute the cost of each item based on the Shoreline Permit Fee Schedule (Page A3 to Appendix A). Each item shall be listed on Appendix B, "Permit/License Fee Charge Form." When all permit charges have been

determined, they shall be totalled, and this total entered into the permit total line which is Part A of Appendix B.

(e) The final fee total, Part C of Appendix B, will consist of individual totals for Part A (Shoreline Use Permit Charges) and Part B (Real Estate License Charges) of the "permit/License Fee Charge Form." This amount will be collected from the applicant prior to processing of the Permit/License instruments.

(f) When multiple licensing activities or multiple permitting activities are requested by one applicant or group of applicants, all of these activities will be consolidated to the maximum extent possible.

(g) If an applicant for a group boat dock permit also has a license, and other members of the group boat dock have individual licenses associated with a permit, the following procedures may be applied:

1) It may be inappropriate to combine these outgrants for initial issuance and renewal transactions.

2) The terms of the license and permit will, however, be coordinated and only one payment will be requested from the applicant for the license and permit.

3) If the primary applicant for the group boat dock permit is the only applicant to have a license, these transactions will be consolidated as detailed in this section.

b. Procedure - New License and Permit: INTERNAL PROCESSING.

(1) Upon receipt of an application, the Lake Manager will insure that:

(a) The application form is fully completed and signed by the applicant. (Optional) - Lake Manger or his representative may obtain and assign a contract number to the license portion of the application by contacting the servicing real estate office.

(b) The application includes a sketch of the location of the proposed facilities, including the general legal description (Cottage Site Area & Lot #), the physical relationship of this tract to private property and plans and specifications required for the construction of structures. Site map and construction details should be as thorough as possible to include dimensions and construction materials.

(c) The fee paid is in accordance with fee schedules for licenses and permits and is the total shown in Part C, Appendix B, "Permit/License Fee Charge Form." The Lake Manager will insure that this total is paid. Payment will be in the form of a personal check, money order or cashier's check made payable to "Omaha District, Corps of Engineers." The fees for licenses and permits will be transmitted by an authorized collector at the appropriate Lake Office directly to the District F&A Branch, with a breakdown of which fees are license related and which fees are permit related (reference ER 405-1-12 and ER 34-2-10). A copy of the remittance register will be furnished Real Estate Division. The Lake Manager will insure that the remittance register indicates that the fees collected as payment for the license are credited to the Project from which collected and deposited in miscellaneous receipts account 0891.

(d) The shoreline use permit conditions (Appendix A) are attached to the back side of the executed shoreline use permit.

(e) The Lake Manager will complete necessary NEPA and Preliminary Assessment Screening Documentation to be forwarded with the license application package.

(2) The license application is then forwarded by memorandum from the Lake Office to the Field Real Estate Office or in the event that there is no Field Real Estate Office associated with the particular Lake Office, then directly to the Chief of Real Estate, bypassing all other District coordination. The appropriate Real Estate Office will then:

(a) Verify that full payment of the license and shoreline permit has been made and properly deposited. Real Estate Division will use the completed site maps to develop an exhibit to the license. Said exhibit development will use current cottage site area maps and/or segment maps as required.

(b) Prepare a Department of the Army License on ENG Form 808 (Appendix C), assign a control number (if not already done) and execute the license pursuant to specific delegated authorities (reference ER 405-1-12). If the license is prepared by a Field Real Estate Office, the Field Real Estate Office Chief will prepare the final ENG Form 808 with appropriate exhibits (Appendix C) in the appropriate number of copies and forward this package directly to the District Chief of Real Estate for execution. No other district review of the license shall occur in this process. The Field Office Real Estate Chief will forward a copy of the unexecuted license to the Lake Manager for incorporation with the shoreline permit/regulatory permit package which will be mailed to the applicant. In this manner, the applicant will be advised in advance of the terms and conditions of the forthcoming license as well as have a fully executed shoreline use permit/regulatory permit in hand. A sample transmittal letter for this procedure is shown at Appendix D. When the fully executed license is received at the Real Estate Field Office, a copy of this license will be forwarded to the applicant by transmittal letter as shown at Appendix E. In the event the license application is forwarded directly to the District Office for preparation and execution, the fully executed license will be mailed directly to the applicant with a copy furnished to the Lake Manager.

1) The outgrant data will be entered into the Real Estate Division's REMIS System when the license is sent from the real estate field office to the district for execution or when the license is prepared and executed from an application submitted directly to District Office.

2) The consolidated license (unexecuted), shoreline permit (executed), and/or regulatory permit (executed) will be mailed by the Lake Manager directly to the applicant (Appendix D) within 5 working days of the receipt of the application.

3) The fully executed license will be mailed by the Field Real Estate Office Chief or Real Estate Division, if the application is forwarded directly to the District Office, to the applicant (Appendix E) within 15 working days of the receipt of the application package from the Lake Manager. This includes preparation time, mailing time and execution by the District Real Estate Chief.

#### 8. Procedures - Renewal of License and Permits.

a. Renewals of licenses and permits will be administered jointly by the Lake Manager's Office and Real Estate in the following manner:

(1) License Only - Servicing Field Real Estate Office or District Real Estate Office will verify compliance and continued availability, send renewal letters, collect consideration, prepare, execute and distribute the amendment.

(2) Shoreline Permit Only - Lake Office will send and process renewal application in accordance with standard procedures.

(3) Shoreline Permit/License Combination - Lake Office will initiate and handle renewal in similar manner as new application. License contract number and shoreline permit tag number will remain the same.

b. If only a license is involved, the procedure will be for the appropriate real estate office to screen for continued availability with the Lake Manager and then three months prior to expiration, forward a renewal application to the grantee. If a shoreline permit/license combination is in effect, the Lake Manager or his representative will forward a renewal application in like manner. A sample renewal letter is shown at Appendix F.

c. When the completed renewal application and full payment have been received by the real estate office (license only) or Lake Manager (license/permit combination), the renewal process will follow the same steps as the initial application did with the exception of the following:

(1) The servicing real estate office will draft an Amendment (Appendix H) to the current license to include the new term and associated fee. This amendment will also include any new items requested and will include a copy of the amended license conditions, if required. The renewal process will then follow the same course as the initial license/permit.

(2) A copy of the amendment, the renewal shoreline permit/license applications and the original license and regulatory permit, as well as correspondence concerning these documents, will be retained in the Real Estate Division files and will be disposed of in accordance with existing regulations. Two critical elements of the renewal process will be the collection of the consideration and submission of the electrical inspection recertification results.

#### 9. Coordination of License and Permits:

a. Commencing with the date of this regulation:

(1) A program will be initiated to synchronize the terms of the licenses and permits (or multiple license and permits) where there are several uses by one owner or group of owners on one parcel of land. An exception may be made when there are multiple applicants that are members of a community dock and who individually have separate licenses.

(2) If the license and the permit come up for renewal on different dates, the license will have its term modified to coincide with the expiration date of the shoreline use permit. Upon expiration of both instruments, a new synchronized document (ENG Form 808 and ENG Form 4264-R) will subsequently be issued by Real Estate Division and Operations Division for all uses listed in Appendix A.

(3) Existing licenses or permits should not be terminated solely for the purpose of synchronizing the terms of the licenses and permits.

(4) The licenses and permits should be issued for a term of five (5) years and cannot, under existing regulations, extend beyond a five year period. The agreements must either be allowed to expire or be renewed every five years. (Reference ER 405-1-12 and ER 1130-2-406)

b. If an applicant expresses interest in adding additional activities/uses/items to the license and/or permit, the license and/or permit will be amended by Real Estate Division or the Lake Manager to include these features, with no change in the overall term of the original document.

10. Procedure - Other Minor License. The remaining categories of licenses addressed in this regulation are as follows:

a. Licenses not associated with permits for which the activities/uses/items have been established as available for outgranting. This category of licenses will be processed in the following manner:

(1) These licenses will be processed in accordance with Section 7, Procedure - New License and Permits, with the following exception:

(a) After the license is executed by the Chief of Real Estate, Real Estate Division will mail the license directly to the applicant, with a courtesy copy furnished directly to the Lake Manager and field real estate office, if appropriate.

b. Licenses not associated with permits for which the activities/uses/items have not been established as available. This category of licenses will be processed in accordance with prevailing regulations. (Reference ER 405-1-12)

c. Licenses either associated or not associated with permits in which items are existing or have existed and which have not been established as available will be handled under Paragraph 17 - Existing Non-Established Items, Grandfathered Activities/Uses/Items, or handled as encroachments in accordance with District Policy.

d. Licenses that may prove to be controversial, unusual, inconsistent with existing policies, or that could embarrass the Department of the Army, will be processed in accordance with ER 405-1-12, Chapter 8 and DM 1130-2-5.

e. Licenses that exceed scheduled appraisal requirements in ER 405-1-12, para 4-38b (\$2,500 fair market rental for five years), will be processed in accordance with ER 405-1-12, Chapter 8 and DM 1130-2-5.

11. Procedure - Other Permits. Shoreline Use Permits that are not associated with Real Estate licenses will be administered in the following manner:

a. These permits may be issued by the Lake Manager pursuant to ER 1130-2-406 and the individual shoreline management plan for respective civil works project.

b. The shoreline use permit will be issued for a term of five (5) years.

c. Where multiple permit requests are received from an applicant or a group of applicants, these permits will be consolidated and one permit document issued. Only one payment will be requested from the applicant.

d. The fees charged for permits will be forwarded directly to the F&A Branch in the District Office.

12. Revocation of Licenses and Permits. If a license or permit must be revoked or terminated for noncompliance, safety considerations, etc., the revocation/termination notices or any other correspondence regarding revocation and termination must be administered in accordance with prevailing regulations for licenses and permits. (Reference ER 405-1-12 and ER 1130-2-406)

13. Inspections of Outgrants. Inspections of outgranted properties will be performed in accordance with prevailing regulations. (Reference ER 405-1-12 and ER 1130-2-406) At a minimum, all minor license/shoreline permits will be inspected on an annual basis. These inspections will normally be completed during the Lake Office's annual shoreline inspection.

14. Emergency Procedures. The following procedures may be implemented when an applicant requires immediate access to project lands or otherwise requires accelerated processing of his/her application:

a. In instances where it is considered necessary to further accelerate the processing of applications, the Chief of Real Estate or the Lake Manager may use any existing available fax or on-time capabilities. Over night express services may also be used if required.

b. Where appropriate, the costs associated with emergency processing, when solely for the benefit of an applicant, will be added to the cost of processing the outgrant.

15. Signature of the Licenses. Since minor licenses are nonnegotiable, the license need not be signed by the applicant.

a. A new clause has been added to the license indicating the exercise of any or all of the right(s) granted by the license will constitute full and total acceptance of the license and will bind the grantee to all terms and conditions of the license.

16. Streamlined Procedure for All Licenses and Permits. Streamlining procedures addressed in this regulation will be implemented for all minor licenses and permits issued with the Omaha District, irrespective of which office issues the outgrant or whether the outgrants are synchronized with other licenses and permits.

17. Existing Non-Established/Grandfathered Activities/Uses and Items. In the past, various items were allowed under the shoreline permit program or were placed on Project lands without prior authorization. Certain of these existing items, as shown at Appendix G, will continue to be allowed or now be authorized under this license/permit process. All such grandfathered items, approved by the Lake Manager, will be authorized by the real estate license. All other items will require removal. Conditions for specific grandfathered activities/uses /items are shown at Appendices C-5 through C-9.

a. The applicant will furnish the Lake Manager with proof that the item(s) was in existence prior to implementation of this program. Upon acceptance of the activity as a grandfathered item, the Lake Manager will list the item under Part B, of the Permit/License Fee Charge Form (Appendix B). The fee for grandfathered item(s) are as shown at Appendix G.

b. When the Lake Manager allows grandfathered items, the applicant will be notified in writing and a special condition will be added to the license that states the following:

(1) Although this item is permitted to remain, the grantee must be aware this item is grandfathered. Replacement of, improvements to or expansion of this grandfathered item because of fire, weather, high water, erosion or for any reason whatsoever, will not be allowed under any circumstances. The grantee is permitted to maintain only the original grandfathered item. Relocation of this grandfathered item to an alternate location on public lands will not be allowed. If the item is destroyed, the grantee will be required to remove the remnants and restore lands of the United States to their original condition. Further, if the item becomes obsolete, dysfunctional or is no longer in use, it shall be removed as directed by the United States with no opportunity for replacement.



LIST OF APPENDICES

1. Appendix A - Application For Shoreline Use Permit/Real Estate License
  - Privacy Act Notice
  - Shoreline Use Permit Conditions
  - Shoreline Use Permit Fee Schedule
2. Appendix A1 - Regulatory Permit Application
3. Appendix A2 - Established Availability Listing of Items  
(Licenses & Permits)
4. Appendix B - Permit/License Fee Charge Form
5. Appendix B1 - Sample For Computing Total Permit/License Fees
6. Appendix C - ENG Form 808, Department of the Army License
  - Specific Condition Exhibits (Pgs C-1 to C-9)
7. Appendix D - Sample Transmittal Letter (Draft License)
8. Appendix E - Sample Transmittal Letter (Executed License)
9. Appendix F - Sample Renewal Letter
10. Appendix G - Existing/Grandfathered Items Fee Schedule
11. Appendix H - Sample Amendment to License

REAL ESTATE LICENSE/ SHORELINE PERMIT APPLICATION  
YEAR TERM (5 year maximum)  
New \_\_\_\_\_ Renewal \_\_\_\_\_ (Check One)

1. Check the appropriate line(s) for the proposed or already existing improvement or structure (land based):

- \_\_\_\_\_ - Buried Domestic Waterline with Electrical Service Line (same trench)
- \_\_\_\_\_ - Stairway/Steps/Walkways
- \_\_\_\_\_ - Personal Electric or Telephone Lines
- \_\_\_\_\_ - Light Pole/Service Pole/Outlet Pole (ea)
- \_\_\_\_\_ - Pumphouse/Pressure Tank
- \_\_\_\_\_ \*\*Grandfathered Items:

\_\_\_\_\_ \*\* Consult Park Ranger  
\_\_\_\_\_ for Items and Prices  
\_\_\_\_\_

2. The following documentation is furnished as part of this application:

Construction Details of Structures/Improvements (New)

Site map to include specifications (length, width, height and approximate location) (New)

Copy of Regulatory Permit Application if placement below the normal operating pool for the respective Lake Project, i.e. waterlines, submersible pumps, etc. (New)

Electrical Certification Inspection (New or Renewal)

4. I hereby submit this application, along with payment in the amount of \_\_\_\_\_, for a License authorizing those structures/improvements checked in paragraph 1 above.

\_\_\_\_\_  
(Name, Please Print)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Applicant's Address)

\_\_\_\_\_  
(Telephone #)

\*\*\*Fixed Minimum Charge is \$160.00 for any term license up to five (5) years. Boat Dock/Grandfathered Items Extra\*\*\*

CONDITIONS OF PERMIT FOR A FLOATING MOORAGE FACILITY

1. This permit is granted solely to the applicant for the purpose described on the proposed plan for a floating moorage permit.
2. The permittee 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 a permitted facility, growing out of the ownership, construction, operation or maintenance by the permittee of the permitted facility.
3. Ownership, construction, operation, use and maintenance of a permitted facility is subject to the Government's navigation servitude.
4. No attempt shall be made by the permittee to forbid the full and free use by the public of all navigable waters and/or lands at or adjacent to the permitted facility or to unreasonably interfere with navigation in connection with the ownership, construction, operation or maintenance of a permitted facility.
5. The permittee agrees that if subsequent operations by the Government require an alternation in the location of a permitted facility or if in the opinion of the district commander a permitted facility shall cause unreasonable obstruction to navigation or that the public interest so requires the permittee shall be required, upon written notice from the district commander to remove, alter, relocate the permitted facility, without expense to the Government.
6. The Government shall in no case be liable for any damage or injury to a permitted 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. This includes any damage that may occur to private property if a facility is removed for noncompliance with the conditions of the permit.
7. Ownership, construction, operation, use, and maintenance of a permitted facility is subject to all applicable Federal, state, and local laws and regulations. Failure to abide by these applicable laws and regulations may be cause for revocation of the permit.
8. This permit does not convey any property rights either in real estate or material; and does not authorize any injury to private property or invasion of private rights or any infringement of Federal, state, or local laws or regulations, nor does it obviate the necessity of obtaining state or local assent required by law for the construction, operation, use or maintenance of a permitted facility.
9. The permittee agrees to construct the facility within the time limit agreed to from the permit issuance date, and in conformance with the plans that have been submitted to, and approved by the Corps of Engineers. The permit shall become null and void if construction is not completed within that period. Further, the permittee agrees to operate and maintain any permitted facility in a manner so as to provide safety, minimize any adverse impact on fish and wildlife habitat, natural, environmental, or cultural resources values and in a manner so as to minimize the degradation of water quality.
10. The permittee shall remove a permitted facility within 30 days, at his/her expense, and restore the waterway and lands to a condition accepted by the resource manager upon expiration or revocation of this permit or if the permittee ceases to operate or maintain the permitted facility. If the permittee fails to comply to the satisfaction of the resource manager, the district commander may do so by contract or otherwise and recover the cost thereof from the permittee.
11. Neither a permitted facility nor any houseboat, cabin cruiser, or other vessel moored thereto shall be used as a place of habitation or as a full or part time residence in any manner which gives the appearance of converting the public property, on which the facility is located, to private use.
12. The placement of permanent furniture, grills, electrical wiring, or playground equipment is not permitted on docks.

# APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

(33 CFR 325)

OMB APPROVAL NO. 0702-0036  
Expires 30 June 1989

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899, Section 404 of the Clean Water Act and Section 103 of the Marine, Protection, Research and Sanctuaries Act. These laws require permits authorizing activities in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Information provided on this form will be used in evaluating the application for a permit. Information in this application is made a matter of public record through issuance of a public notice. Disclosure of the information requested is voluntary; however, the data requested are necessary in order to communicate with the applicant and to evaluate the permit application. If necessary information is not provided, the permit application cannot be processed nor can a permit be issued.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (*see sample drawings and instructions*) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

<p>1. APPLICATION NUMBER <i>(To be assigned by Corps)</i></p>	<p>3. NAME, ADDRESS, AND TITLE OF AUTHORIZED AGENT</p>   <p>Telephone no. during business hours</p> <p>A/C (    ) _____ <i>(Residence)</i></p> <p>A/C (    ) _____ <i>(Office)</i></p>
<p>2. NAME AND ADDRESS OF APPLICANT</p>   <p>Telephone no. during business hours</p> <p>A/C (    ) _____ <i>(Residence)</i></p> <p>A/C (    ) _____ <i>(Office)</i></p>	<p>Statement of Authorization: I hereby designate and authorize _____ _____ to act in my behalf as my agent in the processing of this permit application and to furnish, upon request, supplemental information in support of the application.</p>
<p>SIGNATURE OF APPLICANT _____</p>	
<p>DATE _____</p>	

## DETAILED DESCRIPTION OF PROPOSED ACTIVITY

4a. ACTIVITY

4b. PURPOSE

4c. DISCHARGE OF DREDGED OR FILL MATERIAL

ESTABLISHED AVAILABILITY LISTING OF ITEMS UNDER  
LICENSE/PERMIT

1. The following is a listing of activities/uses/items allowed under the license:

a. Buried Domestic Waterlines (5 or less users on a single waterline and/or 3 inch or less diameter waterline. More than 5 users and/or greater than a 3 inch diameter waterline requires an Easement - Right-of-Way. (See Appendix C for Specific Conditions)

- b. Stairways/Steps/Walkways
- c. Personal Electric or Telephone Lines
- d. Light Pole/Service Pole/Outlet Poles
- e. Pumphouse/Pressure Tank

2. The following is a listing of activities/uses/items allowed under the shoreline use permit:

Water-Base Facilities:

- a. Single-owner dock
- b. Community Dock
- c. Mooring Buoy
- d. Mooring Post
- e. Ski Jump
- f. Ski Course
- g. Swim Float
- h. Duck Blind (If not administered by State Agency)
- i. Marineway (Railway Boat Launching System,)

Land-Base Activities:

- j. Clearing of Underbrush
- k. Mowing
- l. Foot Path
- m. Erosion Control - (Above Normal Operating Pool):
  - (1) Ground Leveling and Grass Planting
  - (2) Retaining Walls
  - (3) Rip-Rap

SHORELINE USE PERMIT FEE SCHEDULE

<u>TYPE OF PERMIT</u>	<u>FEE TOTAL</u>
<b>Water-Base Facilities</b>	
New Facility/Facilities	\$30
New Owner	\$30
Facility Modification	\$-0-
Permit Renewal	\$30
<b>Land-Base Activities *</b>	
New Permit	\$30
New Adjacent Owner	\$30
Permit Renewal	\$30

\*Fee is waived if modification is in conjunction with facilities permit.

APPENDIX B

PERMIT/LICENSE FEE CHARGE FORM

APPLICANT'S NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Part A - Shoreline Use Permit Charges:

\$ \_\_\_\_\_ Total Charge for the items listed below.

- |                      |                      |
|----------------------|----------------------|
| a. _____ at \$ _____ | b. _____ at \$ _____ |
| c. _____ at \$ _____ | d. _____ at \$ _____ |
| e. _____ at \$ _____ | f. _____ at \$ _____ |
| g. _____ at \$ _____ | h. _____ at \$ _____ |

Part B - License Use Charges:

\$ \_\_\_\_\_ \*\* Total Charge for the items listed below. \*\*\$160.00 FIXED MINIMUM CHARGE (FMC) - Grandfathered Items are Extra -

- |                      |                      |
|----------------------|----------------------|
| a. _____ at \$ _____ | b. _____ at \$ _____ |
| c. _____ at \$ _____ | d. _____ at \$ _____ |
| e. _____ at \$ _____ | f. _____ at \$ _____ |
| g. _____ at \$ _____ | h. _____ at \$ _____ |

Part C - Total Cost of Shoreline Use Permit/License: Add up totals of Parts A, & B.

\*\*TOTAL COST: \$ \_\_\_\_\_

\*\*Total Cost to be paid by applicant prior to processing of license/permit.

Paid By: Personal Check, Money Order, Cashier's Check  
Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Remittance Register: \_\_\_\_\_ Dated: \_\_\_\_\_

APPENDIX B-1

SAMPLE PERMIT/LICENSE FEE CHARGE FORM

APPLICANT'S NAME: I.C. SPOTS

DATE: 1 Jan 94

Part A - Shoreline Use Permit Charges:

\$ 30.00 Total Charge for the items listed below.

- |                |                 |           |                  |
|----------------|-----------------|-----------|------------------|
| a. Single Dock | at \$ <u>30</u> | b. Mowing | at \$ <u>-0-</u> |
| c. _____       | at \$ _____     | d. _____  | at \$ _____      |
| e. _____       | at \$ _____     | f. _____  | at \$ _____      |
| g. _____       | at \$ _____     | h. _____  | at \$ _____      |

Part B - License Use Charges:

\$ 160.00 \*\* Total Charge for the items listed below. \*\*\$160.00 FIXED MINIMUM CHARGE (FMC) - Grandfathered Items are Extra

- |                  |                  |             |                  |
|------------------|------------------|-------------|------------------|
| a. Dom Waterline | at \$ <u>FMC</u> | b. Stairway | at \$ <u>FMC</u> |
| c. _____         | at \$ _____      | d. _____    | at \$ _____      |
| e. _____         | at \$ _____      | f. _____    | at \$ _____      |
| g. _____         | at \$ _____      | h. _____    | at \$ _____      |

Part C - Total Cost of Shoreline Use Permit/License: Add up totals of Parts A, & B.

\*\*TOTAL COST: \$ 190.00

\*\*Total Cost to be paid by applicant prior to processing of five (5) year license/permit.

Rem Reg: \_\_\_\_\_ Dated: \_\_\_\_\_

**SAMPLE**



APPENDIX C

ENG FORM 808, DEPARTMENT OF THE ARMY

LICENSE

(Copy Attached)

Specific Conditions are attached to the ENG Form 808 for activities/uses/items which have been preestablished as available for outgranting. Separately listed conditions are to be attached and made a part of each License. Conditions specific to a particular improvement or use are addressed as follows:

- a. Domestic Waterline Conditions
- b. Stairway/Steps/Walkways Conditions
- c. Light /Service/Outlet Poles and Personal Electric or Telephone Line Conditions
- d. Pumphouse/Pressure Tank Conditions (located on Corps lands)
- e. Flag Pole Conditions (\*)
- f. Deck Conditions (\*)
- g. Accessory Building Conditions (\*)
- h. Satellite Dish Conditions (\*)
- i. Sprinkler System Conditions (\*)

\* Grandfathered Activities/Uses/Items

NO. \_\_\_\_\_

DEPARTMENT OF THE ARMY LICENSE

\_\_\_\_\_  
PROJECT/INSTALLATION

\_\_\_\_\_  
COUNTY, STATE

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under his administrative authority hereby grants to

\_\_\_\_\_ hereinafter referred to as the grantee, a license for \_\_\_\_\_, over, across, in and upon lands of the United States, as identified in exhibit(s) \_\_\_\_\_, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is issued in conjunction with Shoreline Use Permit No. \_\_\_\_\_ and Regulatory Permit No. \_\_\_\_\_.

THIS LICENSE is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of \_\_\_\_\_ year(s), \_\_\_\_\_ month(s), beginning \_\_\_\_\_, and ending \_\_\_\_\_, but revocable at will by the Secretary.

**2. CONSIDERATION**

A. The grantee has paid in advance to the United States the amount of (\$ \_\_\_\_\_), for the \_\_\_\_\_ year, \_\_\_\_\_ month term.

B. All consideration and other payments due under the terms of this license must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the grantee). An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

**3. NOTICES**

All notices to be given pursuant to this license shall be addressed, if to the grantee, to \_\_\_\_\_; and if to the United States, to the District Engineer, ATTN: CEMRO-RE-MC, 215 North 17th Street, Omaha, Nebraska 68102-4978; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Omaha District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

**6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.

d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

**8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

**9. COST OF UTILITIES**

The grantee shall pay the cost, as determined by said officer, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

**10. PROTECTION OF PROPERTY**

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, servants or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**12. RESTORATION**

On or before the expiration date of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

**13. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons because of race, color, religion, sex, age, handicap, national origin in the conduct of operations on the premises.

**14. TERMINATION**

This license may be terminated by the grantee at any time by giving the District Engineer at least twenty (20) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made.

**15. ENVIRONMENTAL PROTECTION**

A. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

B. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs

from the grantee's activities, the grantee shall be liable to restore the damaged resources.

C. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

#### **16. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### **17. CONTAMINATION**

If the grantee discovers contamination on the premises, the grantee shall immediately stop all activities and contact the officer and shall cease any further work until directed to proceed by said officer.

#### **18. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

Prior to execution of this license, the following site specific conditions were added:

19. The grantee at its own expense shall maintain the premises and facilities in good order and condition and shall promptly make all repairs thereto needed, as determined by said officer.

20. This license in no way grants exclusive privileges to the grantee and there shall be no unreasonable interference nor attempt made by the grantee or his/her agents or representatives to forbid full and free use by the public of the facilities herein authorized, the lakeshore, or the government land included in this license.

21. The right is hereby reserved to the United States to flood the premises whenever necessary in connection with river and flood control work, and the grantee shall have no claim for damage of any character on account thereof against the United States.

PROJECT, \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_

22. Other than the items herein authorized, the grantee shall not construct, erect, or maintain any structures, nor conduct any commercial business on the premises or in the water adjacent thereto.

23. The exercise of any or all of the right(s) granted by this license shall constitute full and total acceptance of the agreement and shall bind the grantee to all terms and conditions of the license.

24. The grantee shall not remove or damage any trees or shrubs within the premises or in any manner substantially change the contour or condition of the premises herein granted unless specifically authorized by the terms and conditions of this lease. The grantee shall restore all disturbed land within the granted premises, and reseed same to vegetation indigenous to the area. The grantee shall protect the area from subsequent erosion and shall maintain the area in a condition like or equal to that which existed prior to the work herein authorized. The premises shall be maintained free and clear of discarded material. All restoration measures shall be approved by the Lake Manager.

25. The license may not be transferred or assigned. Prior to execution of this license, Exhibits "\_\_\_", "\_\_\_", "\_\_\_" and "\_\_\_" were added and are made a part of this instrument.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

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

## DOMESTIC WATERLINE CONDITIONS

1. All intake, discharge and protected electrical service lines will be buried to a minimum depth of 18 inches. All electric and water lines will be buried in the same trench unless otherwise approved by the Lake Manager. All unprotected electrical service lines will be buried to a minimum depth of 24 inches. Protected electrical service lines are defined as those encased in conduit or other form of armor protection. Any electrical service line lying exposed on top of the ground between the reservoir's normal pool elevation and the current lake shoreline must be protected.
2. Intake lines associated with land based pumps will be anchored to the bottom of the lake. Intakes shall be screened with material having a maximum of 1/4 inch mesh opening. Intake velocity shall be less than 0.5 cu.ft./sec. and no more than 56 GPM.
3. All land based pumps will be located on private land unless there are valid engineering and/or topographic constraints which justify otherwise. A pump may be placed on lands of the United States specifically leased for cottage site or recreation purposes. No fuel-type pumps will be allowed on lands of the United States unless electricity is unavailable. Submersible or floating pumps are permitted at the discretion of the Lake Manager. Electrical service to submerged or floating motors will be controlled from a panel located on land. Pump locations will be marked by a method approved by the Lake Manager and/or the associated regulatory permit.
4. Electrical service lines will meet all standards established by the National Electrical Code (NEC) and National Electric Safety Code (NESC). The electrical service to the pump must be inspected and certified by a state certified master electrician or a certified inspector for the appropriate city, county or state agency prior to energizing the line and upon license renewal. Evidence of inspection must be provided to the Lake Manager's Office.
5. Prior to placement of any domestic waterline system in the waters of the United States, the grantee shall first obtain the necessary Regulatory Permit in accordance with Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act of 1977. This regulatory permit will be issued in conjunction with the Real Estate License.
6. Waterlines shall not exceed 3 inches in diameter.
7. The water level of the reservoir will be maintained at elevations which the United States deems will best serve the authorized functions of the Project, and this license shall not be construed as giving the grantee any rights to have the water level maintained at any level.
8. It is understood by the grantee that any water withdrawn from the lake will be raw water and the United States makes no representation with respect to the quality or availability of water and assumes no responsibility therefore, or for treatment of water. The grantee further recognizes that it is acquiring no right to use of the storage space in the lake.
9. Regulation of the use of the water withdrawn will be the sole responsibility of the grantee and under the sole authority of the grantee in accordance with Federal, state, and local laws and shall not be considered a part of this license. The United States shall not be responsible for the use of water withdrawn by the grantee, nor will it become a party to any controversies involving the water withdrawn, except as such controversies may affect the operation of the reservoir.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_



## STEPS/STAIRWAY/WALKWAY CONDITIONS

1. Steps/Stairways/Walkways shall be free from excessive spring, deflection or lateral movement and shall be no greater than 4 feet and no less than 3 feet in width unless otherwise approved by the Lake Manager.
2. Steps/Stairways/Walkways shall be structurally sound. Flooring or decking shall not be less than: standard 2 inch x 6 inch S4S construction; 3/4 inch marine plywood; or similar material, capable of supporting a design load of 50 pounds/square foot. Flooring or decking boards shall not be spaced greater than 1 inch apart.
3. Handrails, if used, shall withstand a lateral load equal to or greater than 200 pounds per foot. They shall be structurally sound, maintained in a state of good repair, and be built of standard 2 inch x 4 inch S4S construction or equivalent strength material. Posts for handrails shall be spaced no more than 8 feet on center.
4. All vegetation shall be mowed or trimmed within a distance of one (1) foot from each side of the stairway/steps/walkways.
5. Steps/Stairways/Walkways shall be kept free of foreign materials and obstructions including but not limited to protruding nails, screws and other fasteners.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_

LIGHT/SERVICE/OUTLET POLES AND  
PERSONAL ELECTRIC OR TELEPHONE LINE CONDITIONS

1. In order not to interfere in any way with the safe use of the lake by the public, all electric lines will be installed in accordance with Article 225, National Electric Code, governing outside branch circuits as follows:

a. All electric lines will be installed on poles, not trees. All service poles and poles with mounted lights and/or outlets shall have a minimum base depth of three (3) feet with an ability to sustain 70 mile per hour winds and shall be placed above the reservoir's normal operating pool. If buried, unprotected electric lines will be buried to a minimum depth of 24 inches and protected electric lines will be buried to a minimum depth of 18 inches. Protected electrical service lines are defined as those encased in conduit or other form of armor protection.

b. Conductors shall be supported on glass or porcelain knobs, racks, brackets, or insulators.

c. The minimum size of overhead conductor cable shall be No. 10 for spans up to 50 feet in length and No. 8 for longer spans.

d. Conductor cable shall maintain a minimum clearance of 12 feet above ground at the lowest point of sag.

e. Conductor cable spacing on poles shall be one foot except when placed on racks or brackets.

f. Outdoor lamp holders shall be of molded fiberglass or plastic composition or other similar weatherproof material.

g. Outdoor lamps shall not be placed at a location above or anywhere within six (6) feet of an overhead energized line.

2. Unless otherwise approved by the Lake Manager, telephone lines shall be buried to a minimum depth of 24 inches.

3. All personal electrical lines and light/service/outlet poles with associated fixtures will meet all standards established by the National Electrical Code (NEC) and National Electric Safety Code (NESC). The electrical lines must be inspected and certified by a state certified master electrician or a certified inspector for the appropriate city, county or state agency prior to energizing the line and upon license renewal. Evidence of inspection must be provided the Lake Manager's Office.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_

PUMPHOUSE/PRESSURE TANKS CONDITIONS

1. Fuel-type pumps will not be allowed on land of the United States unless electric service is unavailable. If permitted, fuel tanks for pumps will be no greater than 5 gallons in capacity and will be diked with a berm capable of containing 110% of the fuel tank capacity.
2. Pumps/pressure tanks placed on lands of the United States will be permanently located and will be installed so as to minimize mechanical and electrical hazards to the public, as well as minimize visual impacts. Unless otherwise approved by the Lake Manager, pumps/pressure tanks will be located underground (minimally below surface) in concrete or wooden tamper-proof structures. If underground location is impractical, the Lake Manager may authorize some type of natural landscaping, a "doghouse" type cover or other screening method as appropriate.
3. Electrical service lines to pumphouses located on lands of the United States and all connections at the pump will meet all standards established by the National Electric Code (NEC) and National Electrical Safety Code (NESC). The electrical service line to the pump must be inspected and certified by a state master electrician or a certified inspector for the appropriate city, county, or state agency prior to energizing the line and upon license renewal. Evidence of inspection must be provided to the Lake Manager's Office.
4. Protected electrical service lines to pumphouses will be buried to a minimum depth of 18 inches. When appropriate, burial will be in a common trench with the incoming waterline. All unprotected electrical service lines will be buried to a minimum depth of 24 inches. Protected electrical service lines are defined as those encased in conduit or other form of armor protection. Any electrical service line lying exposed on top of the ground between the reservoir's normal pool elevation and the current lake shoreline must be protected.
5. Each pumphouse/pressure tanks located on lands of the United States will be placed above the normal operating pool for that particular lake project.
6. The grantee is permitted to maintain the current portable pump as it now exists, unless otherwise directed by the Lake Manager. However, upon renewal of this license, the grantee will construct a pumphouse in accordance with Conditions 1 through 5 above.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_

## FLAGPOLE CONDITIONS

1. All flagpoles shall have a minimum base depth of three (3) feet with an ability to sustain 70 mile per hour winds.
2. The height of the pole shall be reasonable and subject to approval by the Lake Manager.
3. Only the national flag of the United States of America, and in conjunction with the national flag, the flag of the appropriate state in which the property is located may be flown from the flag pole. The flying of flags of foreign nations and of private individuals, companies, organizations is not allowed. The flying of the national flag will conform at all times to the flag code as set forth in Public Law 623 and Public Law 94-344.
4. Although this item is permitted to remain, the grantee must be aware this flagpole is grandfathered. Replacement of, improvements to or expansion of this grandfathered item because of fire, weather, high water, erosion or for any reason whatsoever, will not be allowed under any circumstances. The grantee is permitted to maintain only the original grandfathered item. Relocation of this grandfathered item to an alternate location on public lands will not be allowed. If the flagpole is destroyed, the grantee will be required to remove the remnants and restore lands of the United States to their original condition. Further, if the flagpole becomes obsolete, dysfunctional or is no longer in use, it shall be removed as directed by the United States with no opportunity for replacement.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_\_\_

## DECK CONDITIONS

1. Decks shall be structurally sound. Flooring or decking shall not be less than standard: 2 inch x 6 inch S4S construction; 3/4 inch marine plywood; or similar material, capable of supporting a design load of 50 pounds/square foot. Flooring or decking boards shall not be spaced greater than 1 inch apart.
2. Handrails, if used, shall withstand a lateral load equal to or greater than 200 pounds per foot. They shall be structurally sound, maintained in a state of good repair, and be built of standard 2 inch x 4 inch S4S construction or equivalent strength material. Posts for handrails shall be spaced no more than 8 feet on center.
3. All vegetation shall be mowed or trimmed within a distance of one (1) foot from each side of the stairway/steps/walkways.
4. Decks shall be kept free of foreign materials and obstructions including but not limited to protruding nails, screws and other fasteners.
5. Although this item is permitted to remain, the grantee must be aware this deck is grandfathered. Replacement of, improvements to or expansion of this grandfathered item because of fire, weather, high water, erosion or for any reason whatsoever, will not be allowed under any circumstances. The grantee is permitted to maintain only the original grandfathered item. Relocation of this grandfathered item to an alternate location on public lands will not be allowed. If the deck is destroyed, the grantee will be required to remove the remnants and restore lands of the United States to their original condition. Further, if the deck becomes obsolete, dysfunctional or is no longer in use, it shall be removed as directed by the United States with no opportunity for replacement.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_\_\_

## ACCESSORY BUILDING CONDITIONS

1. Accessory buildings shall be structurally sound. Accessory building shall not obstruct the views of the lake shore from any adjacent cabins in the area. The exterior shall be sided/painted with a non reflective material/paint.
2. All electrical lines to and within the accessory building will meet all National Electrical Code (NEC) and National Electrical Safety Code (NESC). The electrical lines must be inspected and certified by a state certified master electrician or a certified inspector for the appropriate city, county, or state agency prior to energizing the line and upon license renewal. Evidence of inspection must be provided to the Lake Manager's Office.
3. All vegetation shall be mowed or trimmed within a distance of one (1) foot from each side of the accessory building.
4. Although this item is permitted to remain, the grantee must be aware this accessory building is grandfathered. Replacement of, improvements to or expansion of this grandfathered item because of fire, weather, high water, erosion or for any reason whatsoever, will not be allowed under any circumstances. The grantee is permitted to maintain only the original grandfathered item. Relocation of this grandfathered item to an alternate location on public lands will not be allowed. If the accessory building is destroyed, the grantee will be required to remove the remnants and restore lands of the United States to their original condition. Further, if the accessory building becomes obsolete, dysfunctional or is no longer in use, it shall be removed as directed by the United States with no opportunity for replacement.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_\_\_\_

## SATELLITE DISH CONDITIONS

1. All satellite dish foundations shall have a minimum base depth of three (3) feet with an ability to sustain 70 mile per hour winds.
2. The height of the satellite dish shall be reasonable and subject to the approval by the Lake Manager. The current location of the existing satellite dish must not obstruct the views of the lake shore from any adjacent cabins in the area.
3. Unless otherwise approved by the Lake Manager, satellite dish feeder lines shall be buried a minimum depth of 24 inches.
4. Although this item is permitted to remain, the grantee must be aware this satellite dish is grandfathered. Replacement of, improvements to or expansion of this grandfathered item because of fire, weather, high water, erosion or for any reason whatsoever, will not be allowed under any circumstances. The grantee is permitted to maintain only the original grandfathered item. Relocation of this grandfathered item to an alternate location on public lands will not be allowed. If the satellite dish is destroyed, the grantee will be required to remove the remnants and restore lands of the United States to their original condition. Further, if the satellite dish becomes obsolete, dysfunctional or is no longer in use, it shall be removed as directed by the United States with no opportunity for replacement.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_\_\_\_

## SPRINKLER SYSTEM CONDITIONS

1. All sprinkler system water pipe shall be buried a minimum of 18 inches.
2. Waterlines shall not exceed 3 inches in diameter.
3. All sprinkler heads shall be of the spray pop-up type. To prevent the general public from tripping, all sprinkler heads shall not protrude above ground level. This includes spray, rotary head, gear-driven rotary head and impact rotary head types.
4. Although this item is permitted to remain, the grantee must be aware this sprinkler system is grandfathered. Replacement of, improvements to or expansion of this grandfathered item because of fire, weather, high water, erosion or for any reason whatsoever, will not be allowed under any circumstances. The grantee is permitted to maintain only the original grandfathered item. Relocation of this grandfathered item to an alternate location on public lands will no be allowed. If the sprinkler system is destroyed, the grantee will be required to remove the remnants and restore lands of the United States to their original condition. Further, if the sprinkler system becomes obsolete, dysfunctional or is not longer in use, it shall be removed as directed by the United States with no opportunity for replacement.

EXHIBIT " " ADDED TO AND MADE A PART  
OF LICENSE NO. DACW45-3-\_\_-\_\_\_\_



APPENDIX D

SAMPLE TRANSMITTAL LETTER

DATE

Applicant Name  
Applicant Address:

Dear Mr/Mrs/Ms Applicant:

Enclosed is a fully executed copy of Shoreline Use Permit No. \_\_\_\_\_ which authorizes you to proceed with those items listed on the permit. Also enclosed are permit tags which must be posted on the authorized facilities within 30 days of receipt of this letter. The tags are required to accommodate property identification and to facilitate routine inspections.

Also enclosed is a draft copy of Department of the Army License No. \_\_\_\_\_, \_\_\_\_\_ Project. The original copy of this license has been forwarded to our District Office for execution. A signed copy of this license will be forwarded to you in the very near future.

Thank you for your cooperation in this matter.

Sincerely,

Lake Manager

Enclosures

CF: CEMRO-OP-N  
CEMRO-RE-G  
CEMRO-RE-MC

APPENDIX E

SAMPLE TRANSMITTAL LETTER

(Executed License)

DATE

Applicant's Name  
Applicant's Address

Dear Mr/Mrs/Ms Applicant:

Enclosed is a fully executed copy of Department of the Army License No. \_\_\_\_\_, \_\_\_\_\_ Project, (State). The enclosed license authorizes you to construct, maintain and operate those items listed for the term shown in the granting clause.

You are reminded that all terms and conditions of this license along with the associated permits, if any, must be strictly adhered to. An annual inspection will be conducted by Corps personnel to determine compliance with said terms and conditions.

Thank you for your cooperation in this matter.

Sincerely

Chief, Real Estate Office

Enclosures

CF w/o encls:  
CEMRO-RE-MC  
w/signature page:  
CEMRO-OP-LK/LP/LO

APPENDIX F

SAMPLE RENEWAL LETTER

DATE

Applicant's Name  
Applicant's Address

Dear Mr/Mrs/Ms Applicant:

Department of the Army License No. \_\_\_\_\_ and  
Shoreline Use Permit No. \_\_\_\_\_ which authorizes you use  
of \_\_\_\_\_ Project lands for certain items as listed on  
both instruments, expire on \_\_\_\_\_.

To renew the above reference documents, complete the enclosed  
real estate license and shoreline use permit applications. The  
applications may be returned in the enclosed pre-addressed envelope  
or delivered in person to the Lake Manager's Office,  
\_\_\_\_\_ Project, (City, State). If there are no changes  
in the items listed on your existing license/permit, renewal fees  
in the amount of \$\_\_\_\_\_, are required along with the completed  
application. Payment should be in the form of a check or money  
order made payable to the Finance and Accounting Officer, Omaha  
District, Corps of Engineers.

If you plan to make changes to any or all of the items  
authorized under your existing license/permit, please indicate so  
on the application and furnish the proper documentation for each  
change. Additional information as listed in paragraph 2 of the  
One Stop Real Estate License Application and on the Shoreline Use  
Permit Application form is also required if any new improvements or  
changes to improvements have been accomplished or are contemplated.

Please insure that both applications are signed and dated.  
Upon receipt of the renewal fees and satisfactory review of the  
applications, an amendment to the license and a new permit will be  
issued for a five (5) year term.

Your cooperation is appreciated. Direct any questions you may  
have to the Lake Manager, \_\_\_\_\_ Project, (City, State,  
Telephone Number) or our office at 701-654-7411.

Sincerely,

Lake Manager

Enclosures

CF w/o encls:  
CEMRO-RE-MC  
CEMRO-OP-LK/LO/LP

APPENDIX G

EXISTING/GRANDFATHERED ITEMS FEE SCHEDULE

1. The following is a list of items which have been grandfathered under Paragraph 17 of this DM. This listing includes the fee for a five (5) year term per item:

a. \$10.00 - Flag Pole (U.S. National Flag flown separately and/or in conjunction with State Flag)

b. \$100.00 - Deck

c. \$100.00 - Accessory Building

d. \$50.00 - Satellite Dish

e. \$50.00 - Sprinkler System

2. Although these items are being permitted to remain, the applicant must be aware that these are these items are grandfathered. Replacement of, improvements to, or expansion of these items, because of fire, weather, high water, erosion or for any reason whatsoever, will not be allowed under any circumstances. If the items are destroyed, the applicant will be required to remove the remnants and restore lands of the United States to their original condition. Relocation of these grandfathered items to an alternate location on public lands will not be allowed. The applicant is permitted to maintain only the original grandfathered items. Further, if the grandfathered items become obsolete, dysfunctional or are no longer in use, they shall be removed as directed by the United States with no opportunity for replacement.

APPENDIX H

SAMPLE AMENDMENT AGREEMENT TO LICENSE

DEPARTMENT OF THE ARMY  
AMENDMENT NO. \_\_\_\_\_ TO  
LICENSE NO. DACW45-3-\_\_\_\_\_

\_\_\_\_\_ PROJECT, (STATE)

WHEREAS, License No. DACW45-3-\_\_\_\_\_ was granted to  
\_\_\_\_ (NAME) \_\_\_\_\_ (hereinafter the Grantee) for the placement, construction  
and maintenance of \_\_\_\_\_ on lands of the  
\_\_\_\_\_ project, (State) for a term of \_\_\_\_\_ years,  
beginning \_\_\_\_\_ and ending \_\_\_\_\_; and

WHEREAS, the grantee has indicated a continued need to use the property and  
has requested the term of the license be extended for an additional five years;  
and

WHEREAS, it has been determined that the land is available for said use and  
the use is not incompatible with the public interest, provided:

a. Condition No(s) \_\_\_\_\_ are added to conform to Government requirements;  
and

b. Conditions No(s) \_\_\_\_\_ as indicated in Exhibit(s) \_\_\_\_\_ are added to  
said license to accommodate (name facilities).

c. Conditions No(s) \_\_\_\_\_ and Exhibit \_\_\_\_\_ are deleted from said license  
so that the (name facilities), which are no longer required by the license, can  
be removed from this authorization.

NOW THEREFORE, License No. DACW45-3-\_\_\_\_\_ is hereby amended in the  
following particulars, but in no others:

a. That the term is extended for an additional five year period,  
beginning \_\_\_\_\_ and ending \_\_\_\_\_.

b. That Condition No. 1 is changed in part to read "That the  
grantee has paid to the United States compensation in the amount of \$ \_\_\_\_\_,  
for the extended term of this license.

c. Condition No(s) \_\_\_\_\_ and Exhibit \_\_\_\_\_ are hereby added to and  
made a part of said license. (Optional)

d. Condition No(s) \_\_\_\_\_ and Exhibit \_\_\_\_\_ are hereby deleted from  
said license. (Optional)

Except as amended above, all other terms and conditions shall remain the  
same.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the  
Secretary of the ARMY this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.