

SHORELINE USE PERMIT CONDITIONS

1. This permit is granted solely to the applicant for the purpose described on the attached 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 facilities and/or activities.
3. Ownership, construction, operation, use and maintenance of a permitted facility are 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 public waters and/or lands at or adjacent to the permitted facility or to unreasonably interfere with any authorized Area purposes, including navigation in connection with the ownership, construction, operation or maintenance of a permitted facility and/or activity.
5. The permittee agrees that if subsequent operations by the Government require an alteration in the location of a permitted facility and/or activity or if in the opinion of the District Commander a permitted facility and/or activity 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, or 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 non-compliance with the conditions of the permit.
7. Ownership, construction, operation, use and maintenance of a permitted facility and/or activity are 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 and/or activity.
9. The permittee agrees to construct the facility within the time limit agreed to on the permit issuance date. 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 and/or activity 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 termination or revocation of this permit or if the permittee ceases to use, operate or maintain a permitted facility and/or activity. If the permittee fails to comply to the satisfaction of the Lake

Eufaula Lake Shoreline Management Plan, June 2013

Manger, the District Commander may remove the facility by contract or otherwise and the permittee agrees to pay all costs incurred thereof.

11. The use of a permitted private floating facility shall be limited to the mooring of the permittee's vessel or watercraft and the storage, in enclosed locker facilities, of his/her gear essential to the operation of such vessel or watercraft.

12. 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 or in any manner which gives the appearance of converting the public property, on which the facility is located, to private use.

13. Facilities granted under this permit will not be leased, rented, sub-let or provided to others by any means of engaging in commercial activity(s) by the permittee or his/her agent for monetary gain. This does not preclude the permittee from selling total ownership of the facility.

14. On all new private floating facility and boat mooring buoys, flotation shall be of materials which will not become waterlogged, is not subject to damage by animals, is not subject to deterioration upon contact with petroleum products, (gasoline, diesel fuel, oil, or other caustic substances) and will not sink or contaminate the water if punctured. No metal-covered or injected drum flotation will be allowed. Foam bead flotation may be authorized by the District Commander if it is encased in a protective coating to prevent deterioration with resultant loss of beads. Existing flotation will be authorized until it has severely deteriorated and is no longer serviceable or capable of supporting the structure, at which time it should be replaced with approved flotation.

15. Permitted facilities and activities are subject to periodic inspection by authorized Corps representatives. The Lake Manager will notify the permittee of any deficiencies and establish a schedule for their correction. No deviation or changes from approved plans will be allowed without prior written approval of the Lake Manager.

16. 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.

17. The permit display tag(s) shall be posted on the permitted facility and/or the land areas covered by the permit so that it can be visually checked with ease in accordance with instructions provided by the Lake Manager.

18. No vegetation other than that prescribed in the permit will be damaged, destroyed or removed. No vegetation of any kind will be planted, other than that specifically prescribed in the permit.

19. No change in land form such as grading, excavation or filling is authorized by this permit.

20. This permit is non-transferable. Upon the sale or other transfer of the permitted facility or the death of the permittee and his/her legal spouse, this permit is null and void.

21. 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 Lake Manager within the 30 day period, the District

Eufaula Lake Shoreline Management Plan, June 2013

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 mail.

22. Notwithstanding the condition cited in condition 21 above, if in the opinion of the District Commander, emergency circumstances dictate otherwise, the District Commander may summarily revoke the permit.

23. The Lake Manager or his/her authorized representative shall be allowed to cross the permittee's property, as necessary, to inspect any facilities and/or activities under permit or to investigate any potential violations.

24. When vegetation modification is allowed, the permittee will delineate the common private/Corps property line in accordance with the Eufaula Lake Shoreline Management Plan.

25. If the ownership of a permitted facility is sold or transferred, the permittee or new owner will notify the Lake Manager of the action prior to finalization. The new owner must apply for a Shoreline Use Permit within 14 days or remove the facility and restore the use area within 30 days from the date of ownership transfer.

26. If permitted facilities are removed for storage or extensive maintenance, the Lake Manager may require all portions of the facility be removed from public property.

27. The applicant/permittee agrees that he/she has read the current Eufaula Lake Shoreline Management Plan and Part 327, Chapter III, Title 36, Code of Federal Regulations and agrees to abide by all their terms, conditions, regulations, etc.

28. The permittee understands shoreline buffer zones will be incorporated into all vegetation modification permits on November 1, 2018 and agrees to cease all vegetation modification except limited tree trimming within this zone no later than November 1, 2018. The permittee understands any new permits issued after March 1, 2013 will immediately incorporate vegetation buffer zones and agrees not to alter or modify vegetation within this zone except limited tree trimming.

29. The use of submersible pumps is not allowed on any Corps of Engineers lake in the Tulsa District. The applicant/permittee will immediately remove any existing submersible pump associated with their permit or license. Centrifugal pumps may remain if they meet one of the following conditions: 1.) The pump's electrical service, including the motor connections and terminations, are located above the top of the flood control pool elevation of the lake; 2.) The pump is mounted on the deck of a private floating facility permitted under the shoreline management program when the installation has been certified by a licensed electrical contractor.

30. The permittee/applicant understands that a moratorium on any vegetation modification will be implemented in an area where unauthorized vegetation modification has occurred. All vegetation modification permits within the area affected by the moratorium become invalid, regardless of the person responsible for the activities, any Notices of Violation issued or adjacent land ownership. The moratorium will be in place until the area has recovered to the condition before the unauthorized vegetation modification, including growth of replacement trees in the case of unauthorized tree cutting. The minimum term for moratoriums is five (5) years. Any subsequent unauthorized vegetation modification in the area will restart the term of the moratorium period.