



US Army Corps
of Engineers
Allatoona Lake

Permit for Shoreline Use

Shoreline Use Permit Number: 0135

Issued: 5/1/2021 Expires: 4/30/2026

PERMITTEE

3243 GALTS ROAD
ACWORTH, GA 30102

PERMIT LOCATION

County: CHEROKEE
Subdivision: GALTS FERRY
Lot Number: 6
Address: 3243 GALTS ROAD
ACWORTH, GA 30102
Allocation: Limited Development
Parcel ID: 21N04A A060

Emergency Contact / Second Responsible Party:

Shoreline Use License Number: DACW01-3-21-5140
Shoreline Ranger: John Alvarez

PERMITTED ITEMS

Walkway 40' L x 4' W Material: aluminium/metal
Floating Facility Attached 8' x 16' Platform; 24' L x 26' W Material: Wood/Steel
Vegetation (Underbrushing) Material: Underbrushing

SPECIAL CONDITIONS

ACCEPTANCE

I hereby agree to the above described use of public property or that which is authorized by the U.S. Army Corps of Engineers and agree to abide by all regulations, policies and conditions that govern such privileges. I have read and understand the applicable Shoreline Management Plan, the Privacy Act Notice and all 35 Permit Conditions and hereby accept this instrument with all of the conditions thereof.

8/23/21
Date

Signature of Permittee

This permit is hereby granted by delegation of the Secretary of the Army under authority conferred on him by the Act of Congress approved 31 August 1951 (USC 140). The applicant is hereby authorized to perform that which is found in attached Exhibits of this permit.

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AYNE.1041499741
Digitally signed by
MARTIN.CORBIN.WAYNE.10414997
41
Date: 2021.09.19 23:48:30 -04'00'

Date of Authorization

Project Operations Manager or Designee

PERMIT CONDITIONS

i. Permits may be revoked by the District Commander when it is determined that the public interest requires such revocation or when the permittee fails to comply with terms and conditions of the permit, the Shoreline Management Plan, or of this regulation. (Appendix A to § 327.30, paragraph 3. Permit Revocation)

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 project 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 noncompliance 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 resource manager, 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 boat dock 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 to the facility.
14. Floats and the 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 the effective date of this specification, 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.
15. Permitted facilities and activities are subject to periodic inspection by authorized Corps representatives. The resource manager will notify the permittee of any deficiencies and together establish a schedule for their correction. No deviation or changes from approved plans will be allowed without prior written approval of the resource 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 shall be posted on the permitted facility and/or on the land areas covered by the permit so that it can be visually checked with ease in accordance with instructions provided by the resource 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.

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 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.

23. When vegetation modification on these lands is accomplished by chemical means, the program will be in accordance with appropriate Federal, state and local laws, rules and regulations.

24. The resource manager or his/her authorized representative shall be allowed to cross the permittee's property, as necessary to inspect facilities and/or activities under permit.

25. When vegetation modification is allowed, the permittee will delineate the government property line in a clear, but unobtrusive manner approved by the resource manager and in accordance with the project Shoreline Management Plan.

26. If the ownership of a permitted facility is sold or transferred, the permittee or new owner will notify the Resource 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.

27. If permitted facilities are removed for storage or extensive maintenance, the resource manager may require all portions of the facility be removed from public property.

28. The permittee agrees to complete the construction and installation of the facility within 1 year of the permit/license issue date, or by the deadline stated in the Additional Special Conditions of the permit which shall take precedence. The permittee of a community dock agrees to construct/install the facility (facilities) within the time limit agreed to on the permit issue date, as stated in the Additional Special Conditions.

30. Permitted facilities are directly linked to a specific tract/parcel of adjacent private property (or a private existing permitted facility in a leased area) which met the requisites under the Shoreline Management Plan. Permitted facilities cannot be relocated from these authorized (linked) locations to different locations on the subject lake without prior approval of the Operations Manager.

31. Failure of the original owner and/or new owner to notify the Project Office when the ownership of permitted facilities/activities is sold or transferred does not negate the responsibility for payment of applicable fees during the period the facilities/activities should have been covered by a permit. When permits are not issued in a timely manner following a change of ownership, the start date for the permit will be backdated to the effective date of the sale or other transfer of ownership and all applicable fees will be collected for the period. The permit expiration date will be five years from the effective start date.

32. Diving boards, platforms, or similar structures are prohibited. Suspended boat hoists are prohibited without the expressed written authorization of the Operations Project Manager.

33. All electrical utilities must meet or exceed the National Electric Code standards for Wet Locations, Marinas and Boatyards (Article 555) and any additional U.S. Army Corps of Engineers requirements. All electrical utilities must be certified by a licensed electrician at installation and periodically thereafter as required by Additional Special Conditions or as specified in the Shoreline Management Plan.

34. All activities/facilities must conform to authorization shown in attached Exhibits and the policies of the project Shoreline Management Plan. A copy of the Shoreline Management Plan is available at the Operations Project Manager's Office.

35. Activities and facilities not expressly authorized by any attached Exhibits, Specified Act Permits, or by CFR Title 36 are prohibited.

36. "Additional Special Conditions" specific to this permit may also apply. Please refer to the Exhibits referenced below.

[illegible]

DEPARTMENT OF THE ARMY LICENSE
Allatoona Lake
Cartersville, Bartow County, GA

THE SECRETARY OF THE ARMY (hereinafter the "Secretary"), under authority of the general administrative authority of the Secretary, hereby grants to Mr. Boyce C. West, 3243 Galts Road, Acworth, GA 30102 on Tract: I-801 (hereinafter the "grantee"), a license for Shoreline Use, over, across, in and upon lands of the United States, as identified on EXHIBIT "A", attached hereto and made a part hereof (hereinafter the "premises").

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of 5 years, beginning 5/1/2021 and ending 4/30/2026, but revocable at will by the Secretary.

2. CONSIDERATION

The grantee shall pay in advance to the United States the amount of 35 Dollars and NO/100 in full for the term hereof, payable to the order of the Finance and Accounting Officer, Mobile District and delivered to Allatoona Lake / 1138 GA Highway 20 Spur, Cartersville, Bartow County, GA 30121.

3. ADMINISTRATIVE FEE

The grantee shall pay in advance to the United States an administrative fee in the amount of 140 Dollars and NO/100 in full for the term hereof, payable to the order of the Finance and Accounting Officer, Mobile District and delivered to Allatoona Lake / 1138 GA Highway 20 Spur, Cartersville, Bartow County, GA 30121.

4. NOTICES

All correspondence and notices to be given pursuant to this license shall be addressed, if to the grantee, to Mr. Boyce C. West, 3243 Galts Road, Acworth, GA 30102; and if to the United States, to the District Engineer, Attention: Real Estate Contracting Officer, Allatoona Lake, 1138 GA Highway 20 Spur, Cartersville, Bartow County, GA 30121; 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 or wrapper; addressed as aforesaid; and received at this address via hand-delivery or with postage prepaid and received via mail, including by the United States Postal Service or a commercial carrier.

5. 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. Any reference to "Operations Manager" shall be interpreted to be the Corps of Engineers Operations Manager, Allatoona Lake, GA; and include his/her duly authorized representatives.

6. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupancy of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer (hereinafter "said officer"), and subject to such rules and regulations as may be prescribed from time to time by said officer.

7. 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.

8. AUTHORIZED USES

Specific construction guidelines are identified in the Allatoona Lake Shoreline Management Plan dated 9/1/1998 and will be followed without deviation. Receipt of a hard copy of this Shoreline Management Plan or electronic copy that the licensee agrees to obtain via the provided internet address is acknowledged. This license authorizes the following activities and/or placement of the following facilities on public land:

- Anchorage
- Electric Line
- Fixed Section - 50' L x 4' W Material: aluminium/Steel

9. CONDITIONAL USE BY GRANTEE

This license does not convey any property rights and does not negate the need to comply with any applicable legal requirement to obtain any state or local approvals (e.g., permits) for the construction, operation, use and/or maintenance of the authorized activities and/or facilities set forth in Condition 8. 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; and
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

10. 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.

11. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe 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 that is 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 therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incidental 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, 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.

13. RESTORATION

On or before the expiration 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 or terminated by the Secretary, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer 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.

14. PROHIBITION ON INHIBITING ACCESS

The grantee shall not take any action that inhibits any member of the public from full and free use of all navigable waters and/or public lands that are at or adjacent to the authorized activity(ies) and/or facility(ies), which are specified in Condition 8.

15. TERMINATION

The grantee may terminate this license at any time by giving the District Engineer at least ten (10) days written notice, provided that no refund by the United States of any consideration and/or administrative fee previously paid shall be made.

The Secretary may revoke this license for cause or terminate this license at will.

16. 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(ies) and/or facility(ies) 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 substances within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the 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 the premises, 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.

17. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or allow to be removed or disturbed, any historical, archaeological, 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.

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 law 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 U.S.C. § 403), and Section 404 of the Clean Water Act (33 U.S.C. § 1344).

19. APPLICABILITY OF EXECUTIVE ORDER 13658

This license is issued to a private party to authorize the activities and/or placement of the facilities on public land as specified in Condition 8 and is not subject to Executive Order 13658, "Establishing a Minimum Wage for Contractors," or the implementing regulations issued by the Secretary of Labor in 29 C.F.R. Part 10.

If a duly authorized representative of the United States determines, whether before or subsequent to the granting of this license, that Executive Order 13658 is applicable to this license, the licensee agrees, to the extent permitted by law, to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from, or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination.

20. FEDERAL FUNDS

This license does not obligate the Secretary to expend any appropriated funds. Nothing in this license is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

THIS LICENSE is not subject to 10 U.S.C. § 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____.

MAY.CHRISTOPHER.

Digitally signed by

1299098067

MAY.CHRISTOPHER.1299098067

Date: 2021.10.14 16:41:19 -05'00'

Real Estate Contracting Officer
Mobile District

THIS LICENSE is executed by the grantee this 8/23 day of 2021

Note: Grantee must sign and date prior to RECO signature.

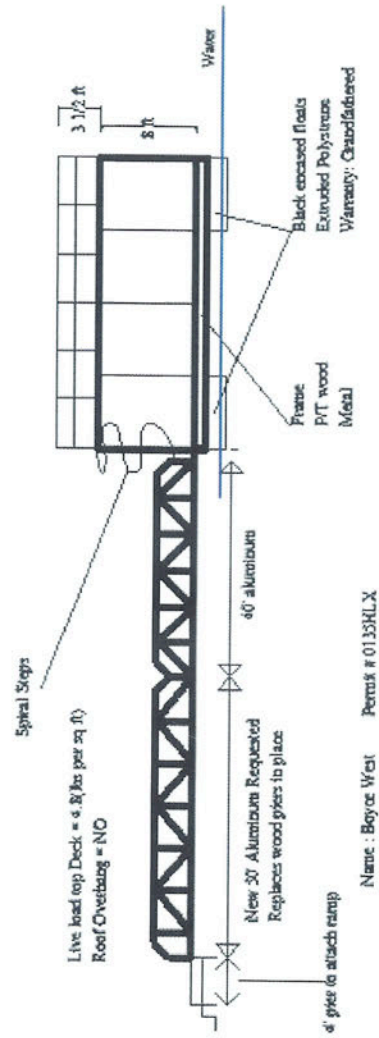
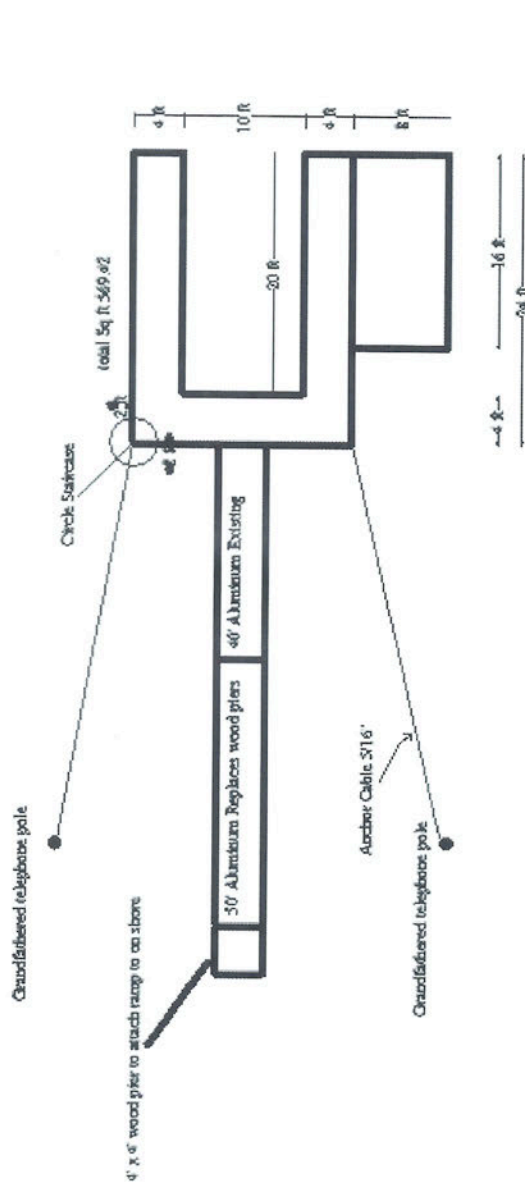
CDL28SEP2021

SIGNATURE

GRANTEE PRINTED NAME



Tract# I-801 SUP 0135



Name: Boyce West Permit # 01354LX

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE



THIS INDENTURE, made between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Army, under and pursuant to the powers and authority contained in Public Law 999 - 84th Congress, approved August 6, 1956 (70 Stat. 1065), party of the first part, and Boyce C. West, 1871 Woodland Hills Ave., N. W., Atlanta, Georgia, party of the second part; WITNESSETH:

That the said party of the first part, for and in consideration of the covenants, conditions and restrictions hereinafter set forth and the sum of Three hundred forty-five and no/100 Dollars (\$ 345.00), in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quitclaim to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in or to the following described property:

All of that certain lot or parcel of land designated as Lot No. 6 of the Galt's Ferry Subdivision within the Allatoona Reservoir Area in Cherokee County, State of Georgia, and being more particularly described in Plat Book 2 , at Page 88 of the Public Records of the aforesaid County and State.

Said premises are conveyed subject to existing easements for public roads, public highways, public utilities and pipe lines.

The property hereby conveyed is subject to the restriction that no structure shall be erected thereon within twenty-five (25) feet of the road rights-of-way or fifteen (15) feet of common lot boundary lines.

This conveyance is made on condition that the property conveyed shall be used for cottage site purposes only, and in the event of use for any

recreational purposes.

TO HAVE AND TO HOLD the said described premises, subject to the exceptions, reservations, covenants, restrictions and conditions herein expressed unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name by Wilber M. Brucker, Secretary of the Army, and the seal of the Department of the Army to be hereunto affixed this 17th day of December 1958.

UNITED STATES OF AMERICA

By Wilber M. Brucker
Wilber M. Brucker
Secretary of the Army

Signed and sealed

in the presence of:

Beryl W. Dorrice
A. F. Shada
Notary Public, Arlington County, Virginia

My Commission expires:

My Commission Expires 19 Aug. 1960

rec. 2-4-59-

ALLATOONA LAKE

CRITERIA FOR ELECTRICAL SERVICE AND EQUIPMENT

- Electrical service and equipment leading to or on private mooring facilities or on Government property must not pose a safety hazard nor conflict with other recreational use.
- All new electrical lines must be installed underground.
- Electrical installations must be weatherproof, equipped with ground fault interrupter, quick disconnect mounted above the flood pool elevation, and conform to the National Electrical Code requirements for wet locations, marinas, and boatyards, and all state and local codes and regulations.
- A copy of the electrical certification must be provided to the Project Manager before a Shoreline Use Permit can be issued or renewed.
- The Project Manager will require immediate removal, repair or disconnection of any electrical service or equipment that is not certified, does not meet code, or is not safely maintained.
- Existing overhead lines will be allowed, as long as they meet all applicable electrical codes, regulations, and above guidelines, to include compatibility and safety related to fluctuating water levels.
- When extensive repair to overhead electric lines is required, it will be necessary to convert them to underground installations.
- Docks with electrical service may not be moved from shore as the lake recedes, unless electrical service is disconnected.

CERTIFICATION

I certify that this electrical system, as installed, complies with the National Electric Code requirements for wet locations, marinas, and boatyards, as well as Corps of Engineers requirements outlined above.

This certification covers:

- ☒ Electrical service terminating on a pole above Elevation 840
- ☐ Electrical service terminating on a Dock
- ☒ Electrical service terminating on a Floating Cabin, Permit # FC _____

Electrical system installed on Government property adjacent to Lot 6,

in Gaults fy Subdivision, under

Permit / License # 0135, expiring on 4 / 30 / 26.


(Electrician Signature)

9-1-21
Date

William D. Hicken
(Printed Name)

EN 213790
State License / Certification

Removed All elect
from dock

404-502-8796