



US Army Corps
of Engineers
Lake Lanier

Permit for Shoreline Use

Shoreline Use Permit Number: J00084

Issued: 11/2/2022 Expires: 11/1/2027

PERMITTEE

MR FRANK P PRZYBYLSKI
3649 LOOPER LAKE POINT
GAINESVILLE, GA 30506

(770) 527-9560

frank.przybylski@bhemail.com

Emergency Contact / Second Responsible Party:

PERMIT LOCATION

County: HALL
Subdivision: D B LOOPER
Lot Number: 42
Address: 3649 LOOPER LAKE POINT
GA
Allocation: Limited Development
Parcel ID: 10095 000045

Shoreline Use License Number: DACW01-3-23-2806
Shoreline Ranger: Adam Tom

PERMITTED ITEMS

Floating Facility	24' L x 18' W Material: Wood/Steel
Walkway	Dock Walkway; 40' L x 4' W Material: Wood/Steel
Vegetation (Mowing)	30' L x 100' W Material: *Grass Mowing

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.

9-29-2023

Date

Frank P. Przybylski

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.

Date of Authorization

CAIN.TROY.S.J

R.1249353066

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CAIN.TROY.S.JR.1249353066
Date: 2023.11.08 14:54:33
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Project Operations Manager or Designee

PAID
J00084

SEP 29 23 13:25

DEPARTMENT OF THE ARMY LICENSE
Lake Sidney Lanier
Buford, Gwinnett County, GA

THE SECRETARY OF THE ARMY (hereinafter the "Secretary"), under authority of the general administrative authority of the Secretary, hereby grants to Mr Frank P Przybylski, 3649 Looper Lake Point, GA on Tract: J-1013 (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 11/2/2022 and ending 11/1/2027, but revocable at will by the Secretary.

2. CONSIDERATION

The grantee shall pay in advance to the United States the amount of 85 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 Lake Lanier / 1050 Buford Dam Road, Buford, Gwinnett County, GA 30518.

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 Lake Lanier / 1050 Buford Dam Road, Buford, Gwinnett County, GA 30518.

4. NOTICES

All correspondence and notices to be given pursuant to this license shall be addressed, if to the grantee, to Mr Frank P Przybylski, 3649 Looper Lake Point, Gainesville, GA 30506; and if to the United States, to the District Engineer, Attention: Real Estate Contracting Officer, Lake Lanier, 1050 Buford Dam Road, Buford, Gwinnett County, GA 30518; 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, Lake Lanier, 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 Lake Lanier Shoreline Management Plan dated 12/1/2004 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:

- Electric Line
- Anchorage
- Improved Walkway - Improved Access; 45' L x 4' W Material: Crosstie

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

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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 _____

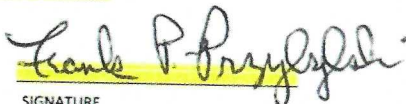
MAY.CHRISTOPHE
R.1299098067

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MAY.CHRISTOPHER.1299098067
Date: 2024.02.25 08:00:36 -06'00'

Real Estate Contracting Officer
Mobile District

THIS LICENSE is executed by the grantee this 29 day of SEPTEMBER 2023

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



SIGNATURE

SDO21FEB2024

Frank P Przybylski
GRANTEE PRINTED NAME