



US Army Corps
of Engineers
John H. Kerr

Permit for Shoreline Use

Issued: 5/1/2022 Expires: 4/30/2027

PERMITTEE

MS. FAYE R BRADLEY
495 BILLY BURWELL ROAD
HENDERSON, NC 27537

(252) 438-6104

Emergency Contact / Second Responsible Party:

NEAL DRING (919) 264-4989
479 BILLY BURWELL ROAD
HENDERSON, NC 27537

PERMITTED ITEMS

Vegetation
Floating Facility

SPECIAL CONDITIONS

PERMIT LOCATION

County: VANCE
Subdivision: BUNN ESTATES
Lot Number: 6
Address: 495 BILLY BURWELL ROAD
HENDERSON, NC 27537
Allocation: Limited Development
Parcel ID:

Shoreline Use License Number: DACW21-3-22-8555
Shoreline Ranger: Rosetta Railey

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.

9-5-22
Date

Faye R. Bradley
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.

October 19, 2022
Date of Authorization

Blake Goforth
Project Operations Manager or Designee



DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
JOHN H. KERR RESERVOIR
1930 MAYS CHAPEL ROAD
BOYDTON, VIRGINIA 23917-9725

April 6, 2017

Visitor Assistance Center

Dear Shoreline Permit Holder:

This letter is being mailed to all Shoreline Permit Holders to inform you of a change in the way we process our permit renewals. In the past we would mail renewal paperwork to approved permit holders approximately two months before a permit expired. Due to an internal change in the way we process our permits through our Real Estate Office we may send out renewal paperwork up to 5 months after the permit has expired.

For example, if your permit currently has an expiration date of June 2017; please expect a renewal packet sometime between June 2017 and November 2017. If your permit expired in December 2016; expect to receive a renewal packet sometime between December 2016 and May 2017.

We understand the concern you may have with the delay in receiving renewal paperwork, but our processing delay will not impact the decision to renew your permit. We appreciate your support and understanding as we work diligently with this new process.

As always if you have an updated mailing address please let us know and if you have further questions contact your area Shoreline Ranger at 434-738-6143. To view an updated list of Shoreline Ranger Areas visit our website:

<http://www.saw.usace.army.mil/Portals/59/docs/recreation/johnhkerlake/RangerAreas2016.pdf>

Sincerely,

Blake Goforth
Chief Ranger, Shoreline

DEPARTMENT OF THE ARMY LICENSE
John H. Kerr
Boydton, Mecklenburg County, VA

THE SECRETARY OF THE ARMY (hereinafter the "Secretary"), under authority of the general administrative authority of the Secretary, hereby grants to Ms. Faye R Bradley, 495 Billy Burwell Road, Henderson, NC 27537 on Tract: K-1048 (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 5/1/2022 and ending 4/30/2027, but revocable at will by the Secretary.

2. CONSIDERATION

The grantee shall pay in advance to the United States the amount of 50 Dollars and NO/100 in full for the term hereof, payable to the order of the Finance and Accounting Officer, Wilmington District and delivered to John H. Kerr / 1930 Mays Chapel Road, Boydton, Mecklenburg County, VA 23917.

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, Wilmington District and delivered to John H. Kerr / 1930 Mays Chapel Road, Boydton, Mecklenburg County, VA 23917.

4. NOTICES

All correspondence and notices to be given pursuant to this license shall be addressed, if to the grantee, to Ms. Faye R Bradley, 495 Billy Burwell Road, Henderson, NC 27537; and if to the United States, to the District Engineer, Attention: Real Estate Contracting Officer, John H. Kerr, 1930 Mays Chapel Road, Boydton, Mecklenburg County, VA 23917; 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, John H. Kerr, VA; 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 John H. Kerr Shoreline Management Plan dated 10/12/2016 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
- Improved Walkway

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,

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