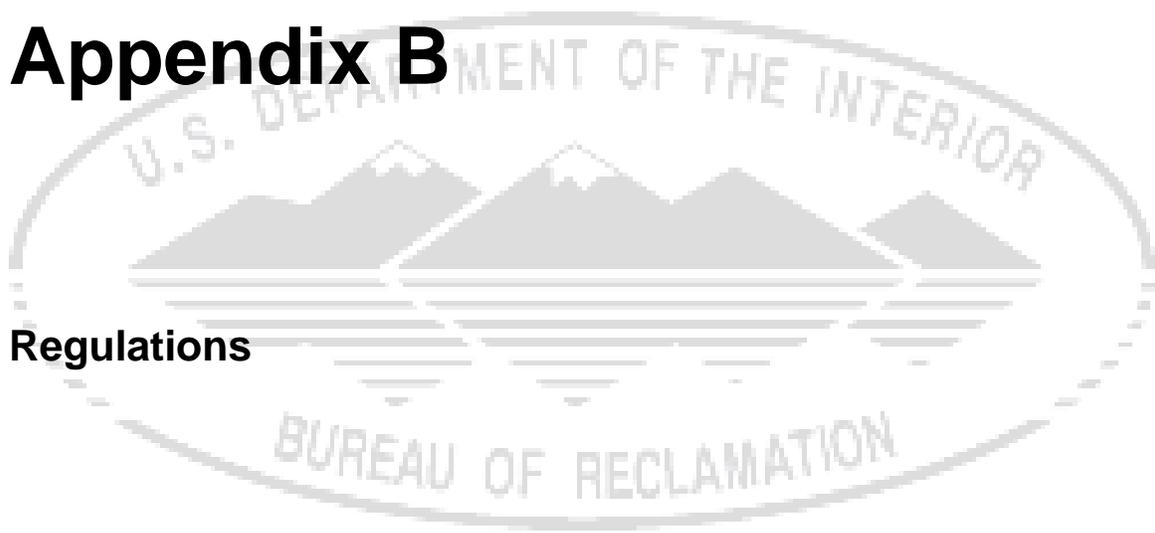


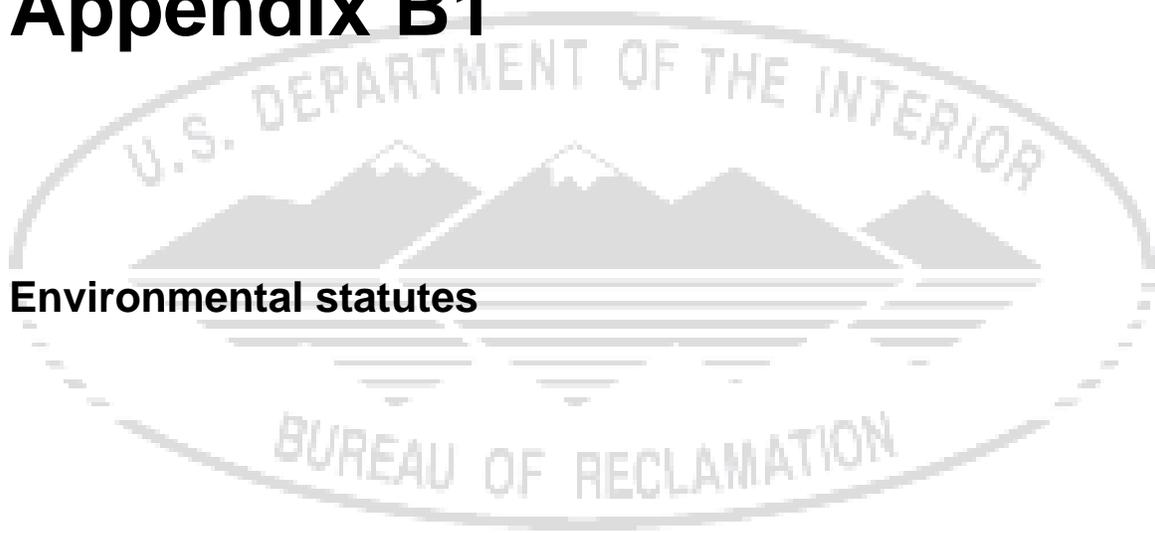
Appendix B



Regulations

- B1 - Environmental statutes**
- B2 - Reclamation Recreation Management Policy**
- B3 - Implementation of Cost Sharing Authorities for Recreation Fish and Wildlife Enhancement Directives and Standards**
- B4 - KDWP Private Cabin/Mobile Home/Waterfront Facility Guidelines**
- B5 - 43 CFR, part 21 – Occupancy of Cabin Sites on Public Conservation And Recreation Areas**

Appendix B1



Environmental statutes

COMPLIANCE WITH ENVIRONMENTAL STATUTES

National Environmental Policy Act (NEPA) of 1969

The National Environmental Policy Act (NEPA) requires all federal agencies to consult with each other and to employ systematic and interdisciplinary techniques in planning and decision making. NEPA requirements also include a full and honest disclosure of all environmental impacts associated with alternatives of the proposed action.

Endangered Species Act (ESA) of 1973

The Endangered Species Act requires consultation with USFWS for federally listed threatened and endangered species identified to exist or potentially exist in the project area. The USFWS identified six endangered, three threatened, one proposed species, three candidate species, and three species of concern.

Fish and Wildlife Coordination Act (FWCA) of 1958

The Fish and Wildlife Coordination Act, as amended, requires that whenever the federal Government authorizes, sponsors, or issues a permit to impound, modify, divert, or otherwise control the waters of any stream or body of water for any purpose by any entity, the entity must consult with USFWS and the state's fish and wildlife management agency.

Clean Water Act (CWA) of 1972 - Section 401

This section of the Clean Water Act, although administered by EPA, is the responsibility of the state and eligible Indian tribes to develop and enforce. Section 401 provides the states with authority to grant or deny certification for a federally permitted or licensed activity that may result in a discharge to waters of the United States. States also may waive water quality certification.

Clean Water Act of 1972 - Section 404

Section 404 of the Clean Water Act of 1972, as amended, is administered by COE with oversight from EPA. All activities involving the placement of dredged or fill materials in waters of the United States, including wetlands, are subject to the COE permitting process. Both nationwide and individual permits are issued under Section 404. Nationwide permits are issued on a state, regional, or nationwide basis for any category of activities where such activities are similar in nature and will cause only minimal adverse environmental effects both individually and cumulatively. Individual Section 404 permits are issued for specific activities within specific waters.

Clean Air Act (CAA) of 1972

The Clean Air Act requires that any federal entity engaged in an activity that may result in the discharge of air pollutants must comply with all applicable air pollution control laws and regulations (federal, state, tribal, or local). The Act requires the EPA to publish national primary

standards to protect public health and more stringent national secondary standards to protect public welfare. States, tribes, and local governments are responsible for the prevention and control of air pollution. Measures will be incorporated into contractor specifications to ensure compliance with these laws and regulations.

Executive Order 12898, Environmental Justice

Executive Order 11898 directs federal agencies to identify and address any disproportionately high adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations. Executive orders represent administrative policy and do not have the force of law that comes with delegation of authority provided by Congress.

American Indian Religious Freedom Act of 1978 (PL 95341) and Religious Freedom Restoration Act of 1993 (42 USC 2000)

The American Indian Religious Freedom Act of 1978 (AIRFA) requires federal agencies to consider the impacts of projects on the ability of American Indians to continue their traditional cultural and religious practices. The Religious Freedom Restoration Act of 1993 (RFRA) protects everyone's practice of religion and establishes tests that must be met before a federal agency can "substantially burden a person's exercise of religion."

Archaeological Resources Protection Act (ARPA) of 1979 (PL 96-95)

Permits are required to remove archeological resources from federal or Indian lands. Permits may be issued to educational or scientific institutions only if the removal would increase knowledge about archeological resources.

Archaeological and Historic Preservation Act of 1974 (PL 93-291)

The Archaeological and Historic Preservation Act (AHPA) authorizes federal agencies to protect historical and archaeological data that might be lost as a result of construction of an irrigation project or other federal activity.

National Historic Preservation Act (NHPA) of 1966 (PL89-665) as amended through 1992 (PL 102-575)

The National Historic Preservation Act (NHPA) establishes the federal policy concerning the protection of historic properties. Federal agencies are required to carry out all activities under NHPA in cooperation with states, tribes and local governments. The act designates the state historic preservation officer (SHPO) as the responsible entity in each state for administering programs under NHPA. The responsibilities of the SHPO may be assumed by a tribal historic preservation office (THPO). The act also creates the Advisory Council on Historic Preservation (ACHP) to serve as the advisory body to the Executive Branch on historic preservation issues. Section 106 of the act requires federal agencies to consider the effects of their undertakings on historic resources and to give the SHPO (or THPO) and the ACHP reasonable opportunity to comment on the effects of those undertakings.

Finally, the 1992 amendments require the federal agency to consider the impacts of undertakings on properties of traditional religious and cultural importance to American Indians and to involve American Indian tribes to participate in the consultation process, should such resources be affected.

Native American Graves Protection and Repatriation Act (PL 101 - 601)

The Native American Graves Protection and Repatriation Act (NAGPRA) establishes federal policy with respect to Native American burials and graves located on federal or Indian lands. Federal agencies are required to consult with and to obtain the concurrence of the appropriate tribes with respect to activities that may result in the disturbance and/or removal of such burials and graves on federal or reservation lands.

Access to Religious Sites for Native Americans, Executive Order 13007

Issued May 24, 1996, the President directed federal agencies to accommodate Indian tribes' requirements for access to and ceremonial use of sacred sites on public lands and to avoid damaging the physical integrity of such sites.

Executive Order 11988, Flood Plain Management

Executive Order 11988 directs federal agencies to take flood plain management into account when formulating or evaluating water or land use plans.

Executive Order 11990, Protection of Wetlands

Executive Order 11990 directs each federal agency to provide leadership and take action to minimize the destruction, loss or degradation of wetlands and to preserve and enhance the natural and beneficial values of wetlands in carrying out agency duties and responsibilities.

COMPLIANCE WITH POLICY, REGULATIONS AND EXECUTIVE ORDERS

The following laws, policy, Federal regulations, Executive Orders and County rules and ordinances apply to management of Jamestown Reservoir and associated lands and facilities:

Resource Conservation and Recovery Act of 1976 (RCRA) as amended (42 USC 6901 et seq.) - Hazardous waste management.

Federal Insecticide, Fungicide, and Rodenticide Act of 1972 (FIFRA) (7 USC 1361, as amended November, 28, 1975, by PL 94-140 - Herbicide and pesticide application.

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC 9603) - Hazardous waste site cleanup.

Public Law 98-552 - Authority for the Secretary of the Interior to Cooperate with Local Law Enforcement Officials - Law enforcement.

Act of October 30, 1984 (98 Stat. 2823, Section 3) - Law enforcement.

The Flood Control Act of 1944 (PL 534) - Recreation management.

Soil and Moisture Conservation (S&MC) Act of 1935 (49 Stat. 163, Ch. 85) - Controlling and preventing soil erosion; includes fencing, road construction and vegetation management.

Procedures to Process and Recover the Value of Rights-of-Use and Administrative Costs Incurred in Permitting Such Use (43 CFR 429) - Charging and collecting money for outgrants.

Executive Order 11988 - Flood plain management.

Executive Order 11990 - Management of wetlands.

Executive Order 11644 - Off-road vehicle use.

43 CFR 420, July 20, 1974 - Off-road vehicle use.

Endangered Species Act (Sec. 7, 16 USC, Sec. 1531 et seq.) - Endangered and threatened species management.

Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 USC 1856a) - Fire suppression.

Disaster Relief Act of May 22, 1974 (Stat. 143; 16 USC 5121) - Coordination of disaster preparedness and relief programs.

Protection Act of September 20, 1922 (42 Stat. 857, 16 USC 594) - Fire protection.

Protection of Historic and Cultural Properties (36 CFR Part 800) - Protection of historic and cultural properties on public lands.

Archaeological Resource Protection Act of 1979 (ARPA) (92 Stat. 469, 42 USC 470) - Issuing of permits for scientific excavation of archaeological resources on public lands, development of public education programs, establishment of criminal penalties for looting of resources on public lands.

National Historic Preservation Act of 1966, as amended (16 USC 470) - Causes federal agencies to consider impacts on cultural resources as a result of its activities.

Native American Graves Protection and Repatriation Act of 1990 (25 USC 3001, 104 Stat. 3048) - Requires federal agencies to inventory their archaeological collections for Native American human remains and return them, as appropriate.

Occupancy of Cabin Sites on Public Conservation and Recreation Areas (43 CFR 21) - Administration of exclusive use areas.

Executive Order 11724 and FPMR 101-47, Utilization and Disposal of Real Property - Real property management.

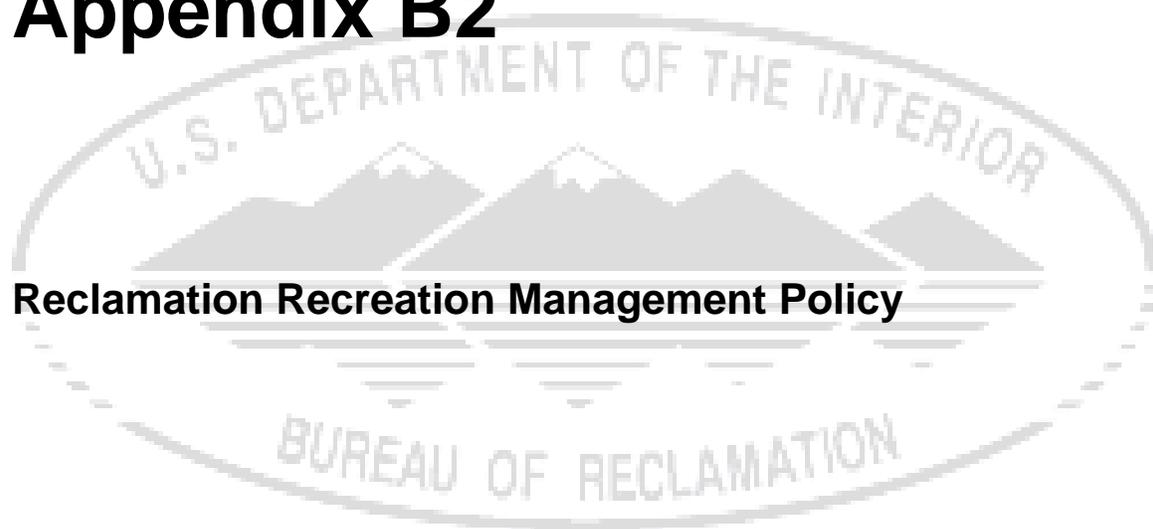
Architectural and Transportation Barriers Act of 1968 (ABA) (42 USC 4151-4157, PL 90-480) - Handicapped access.

Wild and Scenic Rivers Act (PL 90-542, 16 USC 1274 et seq.) - Wild and scenic rivers management.

Wilderness Act (PL 88-577) - Wilderness management.

Mineral Locations in Reclamation Withdrawals, April 23, 1932 (43 CFR 3816.1; 47 Stat. 136; 43 USC 1540 - Vacation of withdrawals.

Appendix B2



Reclamation Manual

Policy

Subject: Recreation Management

Purpose: Defines Reclamation's overall responsibilities and establishes the basic principles for planning, development, management, and protection of public recreation resources on Reclamation lands and waters.

Authority: The Reclamation Act of 1902, as amended and supplemented; the Federal Water Project Recreation Act of 1965, as amended; the Reclamation Project Act of 1939; the Reclamation Recreation Management Act of 1992; and specific project authorities as applicable.

Contact: Land, Recreation, and Cultural Resources Office, D-5300

1. **Background.** The recreation and tourism industry is the Western States' largest industry and the nation's second largest employer. National surveys show that water-based recreation activities are among the most popular outdoor recreation activities. Statistics also show that the American public strongly relies on publicly owned and managed reservoirs and lands for many of these recreation activities. Currently, there are about 90 million visits to Reclamation's designated recreation areas each year. As our nation's population increases, so does the need for adequate recreation opportunities and facilities.
2. **Purpose and Responsibility.** The Reclamation Recreation Management Act of 1992 states "There is a Federal responsibility to provide opportunities for public recreation at Federal water projects." In that Act, and numerous other project authorizations, Congress created various Federal authorities for the development and expansion of recreation facilities at Federal water projects. This policy statement establishes the basic principles for implementing these authorities. Implementation of this policy and the underlying authorities is the responsibility of Reclamation's Regional Directors and Area Managers.
3. **Recreation Principles.** In the development, management, operation, and protection of public recreation resources on Reclamation lands and water, Reclamation will be guided by the following principles:
 - A. Fulfill Reclamation's stewardship responsibilities by providing appropriate recreation opportunities, facilities, and services on Reclamation land and water.
 - B. Protect, conserve, preserve, enhance, and interpret the natural, historical, and cultural resources entrusted to Reclamation.
 - C. Conduct necessary planning studies, research, assessments, and public involvement processes, in conjunction with managing partners where possible, to provide recreation

Reclamation Manual

Policy

facilities commensurate with public needs and Reclamation responsibilities and objectives.

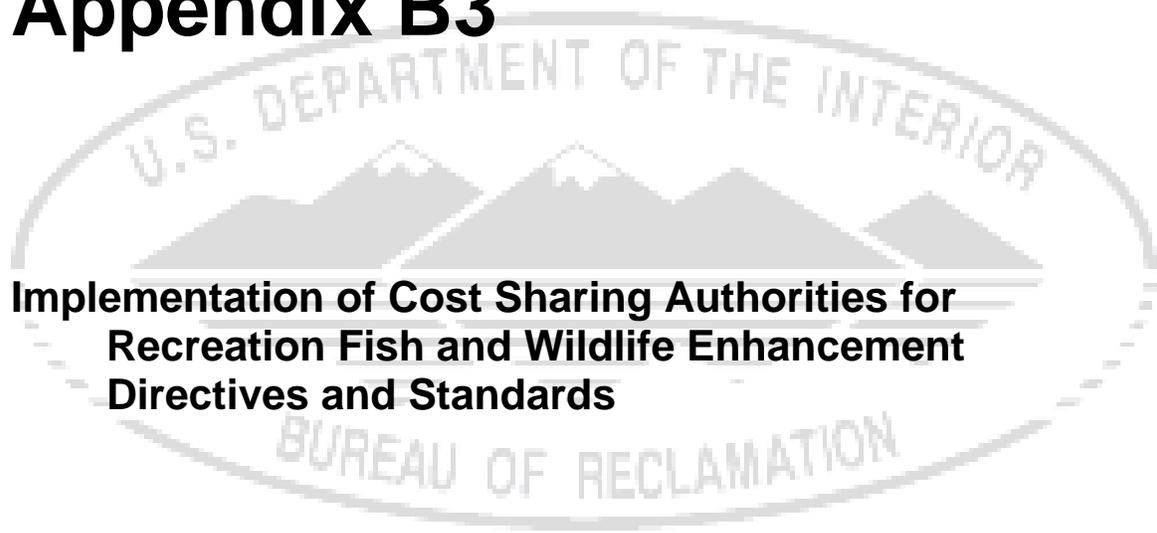
- D. Use appropriate and effective approaches to managing Reclamation's land and recreation resources, including Federal and non-Federal partnerships where feasible.
 - E. Give appropriate consideration to the regulations and policies of managing partners when developing partnership agreements, keeping within the framework of Reclamation laws, regulations, and policies.
 - F. Ensure that recreation facilities, services, and activities are compatible with other project operations, purposes, and benefits.
 - G. Protect public health and safety.
 - H. Provide access for people with disabilities.
 - I. Prohibit new exclusive uses and eliminate existing exclusive uses, as allowed by current use agreements, to maximize public recreation opportunities, facilities, and services.
 - J. Promote appropriate opportunities for private sector development of recreation facilities and services when an opportunity exists for a reasonable profit for the operator, an appropriate return of fees to the Government, and reasonable user fees and charges to the public.
 - K. Provide appropriate resources to support Reclamation's stewardship responsibilities including funding, staff, and training.
 - L. Use sound business practices in the operation and management of recreation facilities and concessions, and exercise appropriate approval authority and oversight of managing partners and concessionaires to ensure the full implementation of these principles.
 - M. Promote active outreach and communication efforts with stakeholders, Congress, and the public to ensure successful implementation of recreation management actions.
4. **Supporting Reclamation Manual (RM) Policy, Directives and Standards.** This policy is supported by the following RM policies, directives and standards. These policies, directives and standards provide detailed information regarding the planning, development, financing, management, and protection of recreation resources.
- A. *Implementation of the Cost-Sharing Authorities for Recreation and Fish and Wildlife Enhancement, LND 01-01.*

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- B. *Concessions Management*, LND P02.
- C. *Concessions Management by the Bureau of Reclamation*, LND 04-01.
- D. *Concessions Management by Non-Federal Partners*, LND 04-02.

Appendix B3



**Implementation of Cost Sharing Authorities for
Recreation Fish and Wildlife Enhancement
Directives and Standards**

Reclamation Manual

Directives and Standards

Subject: Implementation of the Cost-Sharing Authorities for Recreation and Fish and Wildlife Enhancement

Purpose: Establish Reclamation's approach to implementing the cost-sharing authorities

Authority: Public Law 89-72, as Amended by Public Law 102-575, Section 2804 (Title 28)

Contact: Water, Land, and Cultural Resources Office, D-5300

1. **History of Authority.** Using Public Law 89-72 authorities, Reclamation has provided up to 50 percent of the costs of recreation facility development at certain reservoirs when a non-Federal entity entered into an agreement to provide the remaining development funds; to pay all of the costs of operations, maintenance, and replacement (OM&R); and to manage the area for public recreational use. For reservoirs constructed before 1965, the Federal contribution for the development of recreation facilities was limited to \$100,000 for each reservoir.

Section 2804 of Public Law 102-575 (Title 28) modified Public Law 89-72 to allow for Federal cost sharing of up to one-half the costs of recreation facility planning and OM&R. The \$100,000 cost-share cap for pre-1965 projects was also eliminated.

2. **Authorities for Cost Sharing in Public Law 89-72, as Amended.** The following summarizes the current cost-sharing authorities in Public Law 89-72, as amended. See Sections 3 through 7 for directives on how these authorities are to be applied to Reclamation projects.
 - A. **Planning.** Federal cost sharing may be provided for up to 50 percent of the costs of planning studies for development, modification, and expansion of recreation and fish and wildlife enhancement facilities where an agreement exists with a non-Federal entity to:
 - (1) cost share at least 50 percent of the development, modification, or expansion of recreation facilities or exactly 25 percent of the costs for development of fish and wildlife enhancement facilities;
 - (2) to manage the resulting facilities; and
 - (3) to provide at least 50 percent of the costs of facility operations, maintenance and replacement.

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Directives and Standards

- B. Operations, Maintenance, and Replacement.** Federal cost sharing may be provided for up to 50 percent of the OM&R expenses for facilities constructed under or falling under Public Law 89-72. Generally, this covers all Reclamation facilities for which a management and cost-sharing agreement exists or is developed with a non-Federal entity for the facility.
- C. Development, Modification, and Expansion.** The previous limit of \$100,000 for Federal contribution to recreation and fish and wildlife enhancement facilities at pre-1965 projects is removed.
- (1) Fish and wildlife enhancement facilities may be developed with 75 percent Federal, 25 percent non-Federal funding.
 - (2) Recreation facilities may be developed with up to 50 percent Federal funding.
 - (3) Recreation facilities constructed under or falling under Public Law 89-72 which are inadequate to meet the current demand may be "expanded or modified" with up to 50 percent Federal cost sharing. For the purposes of modification and expansion, we judge that fish and wildlife facilities qualify as recreation facilities to the extent that they serve recreational purposes. The authority to "expand or modify" facilities, as those words are used in the statute, is considered to include rehabilitation of facilities or their replacement.
3. **Scope of Application.** These directives will be applied to cost sharing of recreation or fish and wildlife enhancement facilities at all Reclamation projects, including those facilities developed under authorities other than Public Law 89-72, except where project authorities are more limited than Public Law 89-72 authorities and the project is not otherwise eligible under Public Law 89-72, as amended.
4. **Cost Sharing of OM&R.** Reclamation's cost sharing of OM&R expenses will be limited to one-time replacement or rehabilitation activities as described in Section E. Annual recurring operation and maintenance costs will not be cost shared.
5. **Cost Sharing for Planning, Development, Modification, and Expansion of Recreation and Fish and Wildlife Facilities.** Reclamation will cost share up to 50 percent of the cost of planning, development, modification, and expansion of recreation facilities, and up to 75 percent of these costs for fish and wildlife enhancement facilities where a non-Federal partner agrees to provide the remainder of the planning and development costs and to manage the resulting facility.

Reclamation Manual

Directives and Standards

- A. **Planning.** Requests from a non-Federal entity for such cost sharing must be accompanied by a study proposal which:
- (1) Includes a letter of intent from an authorized official to enter into a cost-sharing and management agreement for any resulting facilities.
 - (2) Identifies an opportunity or need directly related to recreation or fish and wildlife enhancement at a Reclamation project.
 - (3) Provides reasonable detail of the study process and products.
 - (4) Provides up-front funding for planning activities.
- B. **Development/Modification/Expansion.** In order for Reclamation to provide cost sharing for facility development, modification, or expansion, the following criteria must be met:
- (1) For modification, development or expansion:
 - (a) Any facilities resulting from the proposed construction will comply fully with all applicable Federal, State, and local laws and regulations, whichever are more stringent.
 - (b) Funds will be used to develop publicly owned and operated facilities, open to general public use, with title to be vested in the United States, which are directly tied to the recreational use and enjoyment of Reclamation project water and related land features or enhancement of associated fish and wildlife resources. The transfer of title to the United States is not required for movable property.
 - (c) Reclamation reserves the right to approve all designs and specifications.
 - (d) The partner agrees to provide cost sharing for the proposed development, expansion, or modification of facilities and to manage the resulting facility. Such agreements are acceptable in all their particulars to the United States based upon current law and policy. The management agreement must provide:
 - (i) Consistency with the current Resource Management Plan, if one exists.

Reclamation Manual

Directives and Standards

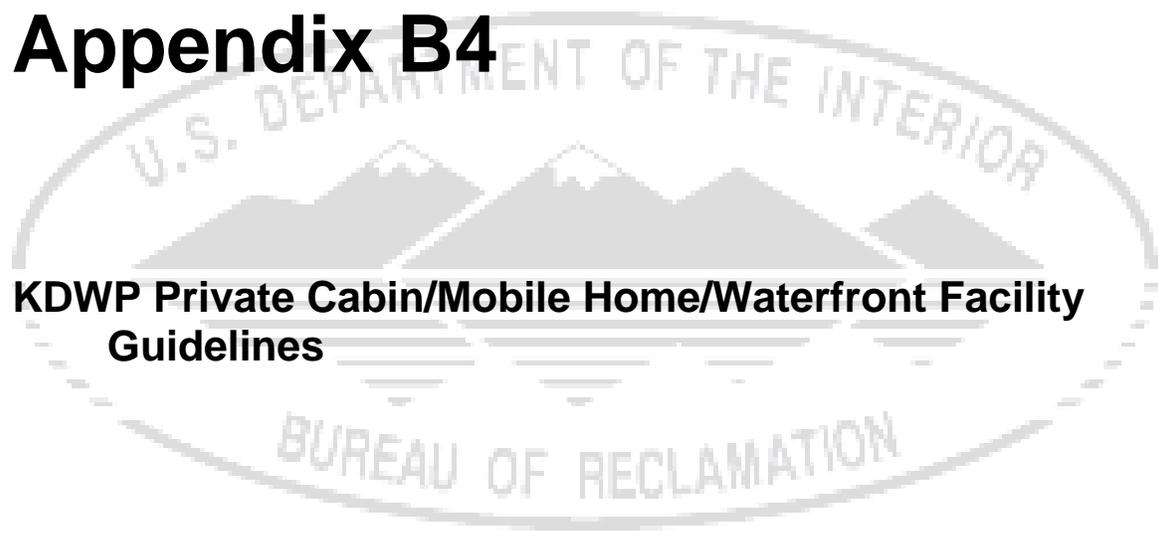
- (ii) An annual work plan, staffing, and budget sufficient to support continuity of the public recreation benefits, protection of public health and safety and critical resources, and attainment of the full expected service life of facilities.
 - (iii) A revenue enhancement plan which provides for maximum reasonable collection of market-based use fees.
 - (1) Additionally, for expansion or development:
 - (a) Cost sharing will be based upon a comprehensive site development plan which identifies all development or expansion, including cost-shared and non-cost-shared facilities.
 - (b) All development or expansion must be guided by a development plan with a level of detail appropriate to the size and cost of the proposed construction and the resources affected. Proposal must demonstrate the need or the recreation demand for the project and that the non-Federal entity possesses the financial and technical capability to provide adequate OM&R for existing and planned facilities. Reclamation will review and approve development plans.
 - (c) Proposal includes appropriate identification and signing of Reclamation facilities.
- 6. **Payment of Partners' Share of Development Costs.** Funding of development, modification, or expansion of recreation facilities will be done on a concurrent basis by Reclamation and the cost-sharing entity. Schedules for construction will be adjusted to allow for concurrent financing. Appropriate arrangements may be made to account for differences in fiscal calendars. However, it will be Reclamation's policy to initiate or continue Federal investment only in projects where concurrence of spending can be achieved within 2 years.
 - A. Reasonable and customary credits may be made for partners' qualifying in-kind contribution of services, materials, and lands.
 - B. For the sake of efficiency, wherever possible, all expenditures and contracting will be managed by one entity, preferably the non-Federal partner.
- 7. **Priorities.** Highest priority for funding of proposals will be given to:
 - A. Providing for the public's health, safety, and disability access.

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Directives and Standards

- B. Complying with other Federal and State laws and regulations.
 - C. Protecting critical resources.
 - D. Modernization of existing facilities to meet current standards.
8. **More Detailed Criteria.** More detailed criteria for funding may be established annually as program needs evolve.

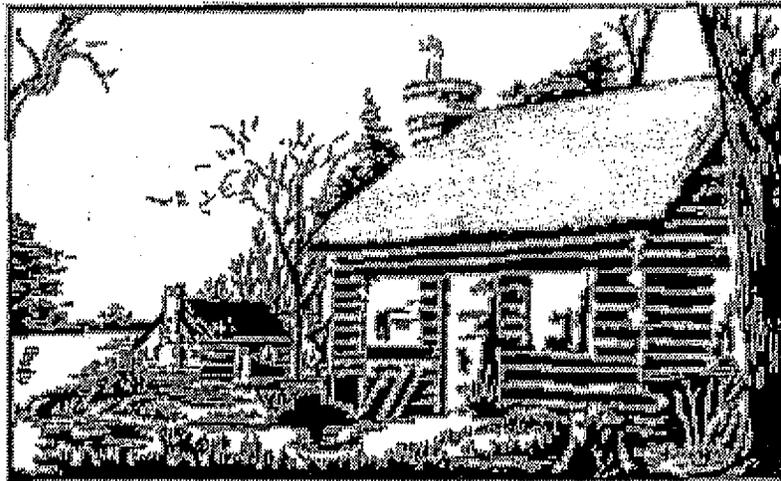
Appendix B4



KDWP Private Cabin/Mobile Home/Waterfront Facility Guidelines

KANSAS DEPARTMENT OF WILDLIFE AND PARKS
PRIVATE CABIN/MOBILE HOME/WATERFRONT
FACILITY GUIDELINES

May 11, 1998



Approved By:

Steve Williams

Secretary

7/10/98

Date

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KANSAS DEPARTMENT OF WILDLIFE AND PARKS

PRIVATE CABIN/MOBILE HOME/WATERFRONT FACILITY GUIDELINES

May 11, 1998

INTRODUCTION

The Kansas Department of Wildlife and Parks is the guardian of the state's natural resources and servant of the people. Consequently, the Department's mission is to conserve and enhance the state's natural resources and heritage while providing opportunities for the use and appreciation of the natural resources and informing the public about the status of the natural resources. Due to the state's limited public lands, one of the greatest tasks facing the Department is creating a balance between the various demands for outdoor recreation opportunities and the available resources. This is especially crucial in places where non-public use opportunities occur.

The Department manages areas for both resource potential and recreation opportunities. This includes properties leased from federal agencies, purchased outright, or acquired from private individuals. These properties included the management of private exclusive use areas. Private exclusive use areas, as defined by the Bureau of Reclamation (BOR), exclude other appropriate public recreational use or users for indefinite periods. Both the BOR's and Corps of Engineers' (COE) current direction is to prohibit the expansion or development of exclusive use areas and phase out this type of use where feasible. The Department concurs with this position as it applies to Department-administered lands, but does not intend to inhibit current exclusive uses at this time.

The Department manages three BOR reservoir areas containing a total of 171 privately leased cabin and club lots - Cedar Bluff, 102; Lovewell, 61; and Webster, 8. Two reservoir parks also have private mobile home lots associated with concession agreements - Kanopolis, located on a COE project, with 75 and Lovewell with 56. Kanopolis also has 20 to 30 private cabins adjacent to the park requiring utilization of the park's roads for access. Crawford State Park, located on land donated to the state by a group of private individuals, contains 129 privately owned cabin lots, that were retained by the land donors, within the park's boundaries. Finally, all of the areas either have, or have the potential for, privately owned docks or mooring facilities due to past lease agreements.

Administration of the various areas and associated agreements changed responsibility numerous times since their conception. This created numerous agreements and various interpretations resulting in diverse compliance and enforcement problems. The Department developed the following guidelines to assure proper use of Department lands, to address the various types of exclusive use of Department lands, and to insure future proper and equitable administration.

I. DEFINITIONS

BOR – U.S. Bureau of Reclamation.

COE – U.S. Army Corps of Engineers.

Department - Kansas Department of Wildlife and Parks.

Department Lands - state parks, state lakes, recreational grounds, wildlife areas, sanctuaries, fish hatcheries, natural areas, historic sites and other lands, waters, and facilities under the jurisdiction and control of the Secretary through ownership, lease, license, cooperative agreement, memorandum of understanding, or other arrangement.

Driveway - private motor vehicle access to a leased or owned lot within or adjacent to Department lands.

Encroachment - development or construction of facilities or buildings beyond an individual's lot boundary without prior written Department approval.

Lease - the contract utilized by the Department for the use and occupation of real estate, in the form of cabin lots or mobile home spaces, for a given period of time in exchange for an annual payment. When the term is used it includes past contracts, permits, and leases utilized for this same purpose.

Mobile Home - every structure without motor power designed to be towed by a motor vehicle, constructed on a permanent chassis, and designed to be used as a dwelling without a permanent foundation.

Motor Vehicle - every vehicle, other than a motorized wheel chair, which is self propelled.

Permanent Residence - the location where the lessee votes, pays personal income taxes, and obtains a driver's license (other legal defining factors may also apply).

Private Cabin Area – the area that encompasses the individual, privately leased cabin lots. Public vehicular access may or may not be allowed as indicated on Department maps.

Private Cabin Lot Access Road – a Department-designated way open to the use of private cabin lot lessees for the purpose of motor vehicle travel that limits public access to non-vehicular only.

Public Access Areas – a Department-designated area open to the use of the public for the purpose of recreation activities. Public vehicular access may or may not be allowed as designated on Department maps.

Public Access Road - a Department-designated and maintained way open to the use of the public for the purpose of motor vehicle travel.

Reclamation – BOR, U.S, Bureau of Reclamation.

Secretary - Secretary of the Kansas Department of Wildlife and Parks.

Waterfront Facilities - docks, mooring structures, boat ramps, or enhancements located adjacent to the reservoir's shoreline or into the reservoir.

II. PRIVATE CABINS ON DEPARTMENT LANDS

A. ADMINISTRATION

1. Private recreation cabin and club lot leases will be administered by the Department, Division of State Parks.
2. No new, additional private recreation cabin or club lot leasing will occur.

B. LEASE

1. A written lease agreement with the Department will be used to define the scope of rights and requirements of all parties involved.
2. The lease agreement will include term of the lease, annual fee, lot location, lessee's permanent mailing address and phone, and conditions as outlined below.

C. LEASE NUMBERS:

1. Lease renewals of all leases prior to 1998 that do not require a new lease will utilize the current contract, lease, or permit number as applicable.
2. New leases (see Appendix A) will utilize a lease number that indicates the property, site number, and ending year. Examples: LOVP-PC16-2005 and CDBP-PC16N-2005.

D. LEASE LENGTH, RENEWALS, AND EXTENSIONS:

1. All Lessees will be allowed to renew or extend their leases as outlined in their lease until the lease's expiration or when the KDWP/BOR lease expires on 5-31-2017 at which time a new lease will be required.
2. All new leases are for a five-year term or less respective to expiration dates listed in Subsection IID2b.
 - a. Lessee will have the option to renew the lease in five year increments up until the KDWP/BOR expiration date (see section IID3).
 - b. Expiration dates are 12-31-2002, 12-31-2007, 12-31-2012, or 5-31-2017 as applicable.
3. All leases will terminate when KDWP/BOR lease expires on 5-31-2017.
4. The Department will renew leases beyond 5-31-2017 if the Department renews or retains its lease with the BOR and if allowed by the BOR.
5. All renewal notices will be sent to respective cabin owners 30 calendar days before the expiration or renewal date.
6. Renewals or extensions of leases signed previous to 1998 that do not require a new lease will utilize the lease renewal/extension form (see Appendix B) with the respective contract, lease, or permit attached.
7. Renewals or extensions of leases signed after 1998 or any signed previous to 1998 that require a new lease will be sent a new lease to sign as outlined in the guidelines.
8. Failure to renew or extend a lease within 30 calendar days after the expiration date will result in a second renewal notice being sent.
9. Failure to renew or extend a lease within 60 calendar days after the expiration date will result in lease termination.

E. LEASE ANNUAL PAYMENTS:

1. The annual fee shall be adjusted when the lease agreement for a lot is newly assigned, or transferred as required by KAR 115-2-6 (see II E 3-4).
2. The annual fee shall be adjusted for renewals unless the existing lease agreement specifies a fee for the renewal term as required by KAR 115-2-6 (see II E 3-4).
3. The annual fee for fees adjusted before January 1, 2003 shall be \$200.00 as required by KAR 115-2-6.
4. The annual fee shall be recalculated on January 1, 2003; January 1, 2008; and January 1, 2013, based on the equation in subsection IIE4a as required by KAR 115-2-6.
 - a. The annual fee for private cabin, club and organization sites shall be calculated as follows, using terms as defined in the remainder of this subsection.

$$\text{Annual Fee} = \text{Previous Annual Fee} \times [(\text{New CPI}) / (\text{Previous CPI})]$$
 - b. "CPI" means the "consumer price index for all urban consumers" (CPI-U) for the Midwest region average for "all items, " 1993-1995 = 100, as published in the "CPI detailed report" by the Bureau of Labor Statistics of the U.S. Department of Labor.
 - c. "Previous Annual Fee" means \$200 for the recalculation of the annual fee on January 1, 2003, and means the annual fee calculated five years previous to the new calculation, using the equation in subsection IIE4a, for each recalculation thereafter.
 - d. "New CPI" means the CPI on July 1 immediately preceding the January 1 date for a newly calculated annual fee.
 - e. "Previous CPI" means the CPI on July 1, 1998 for the recalculation of the annual fee on January 1, 2003, and means the CPI on July 1, 2002 for the recalculation of the annual fee on January 1, 2008, and means the CPI on July 1, 2007 for the recalculation of the annual fee on January 1, 2013.
5. Annual fees are payable on or before January 1 of each year.
6. Payment notices (see Appendix C) should be sent to cabin owners 30 calendar days before the due date.
7. Non-payment within 30 calendar days after the due date will result in a delinquent payment resulting in a surcharge of \$50 upon written notification from the Department.
8. Non-payment within 60 calendar days after the due date will result in lease termination.
9. New owners will pay a prorated amount of the annual payment based on the number of months left in the year of purchase.
10. The lessee forfeits any rights to a refund of annual payment if the lease is assigned or terminated.
11. A portion of the fee increases will be returned to the respective park for road improvements and maintenance via the budget process.

F. ASSIGNMENT/TRANSFER OF LEASES

1. Assignment forms (see Appendix D) are required prior to the sale of a cabin or when a change in lessee occurs.

2. Adding a name(s), other than the lessee's spouse, to a lease requires utilizing the assignment form.
3. An assignment is not required to add a spouse's name if proof of marriage is provided in the form of a copy of the marriage certificate or a signed and notarized affidavit affirming marital status.
4. A name can be removed from a multiple ownership lease without changing the lease, annual fee or termination date.
5. The assignee (new Lessee) will be required to pay the most up to date annual fee as required by KSA 115-2-6.
6. The assignee (new Lessee) has the option
 - a. assuming the assignor's (previous Lessee's) lease or
 - b. signing a new lease.
7. The Department must approve all assignments.
8. The transfer fee associated with an assignment is \$25.00.

G. TERMINATION OF LEASE

1. Lessee's failure to remedy a breach of a lease to the Department's satisfaction within thirty (30) calendar days of receiving written notice of the breach will be grounds for termination of the entire lease by the Department.
2. The lease will be deemed breached if Lessee files a petition in bankruptcy or insolvency or of reorganization under any bankruptcy act, if voluntary proceedings under any bankruptcy act or insolvency act are instituted against Lessee, or if a trustee or receiver is appointed of any property or Lessee.
3. The Department retains the right to terminate the lease without notice and without liability for damages in the event the Department finds that its continued operation represents an immediate threat the health, safety, or welfare of the public.
4. The Department may terminate the lease upon relinquishment of the BOR lease. The Department will give Lessee sixty (60) calendar days written notice prior to such termination. Such termination will not constitute a breach of the lease and will not obligate the Department to pay any compensation or damage to Lessee except as expressly provided in the lease.
5. Lessee will, at lessee's expense, within ninety (90) calendar days after termination of the lease for any cause, remove from the premises all of its facilities, goods, buildings and effects; and upon its failure to do so, at the Department's option, the Department may cause such removal to be made at the cost and expense of the Lessee, or the Department, with the BOR's approval, may leave the facilities and the BOR assume ownership; the Department will have a lien thereon for cost and expense of such removal of said property, goods, buildings and effects.
6. The Lessee will relinquish possession of premises to the Department at the termination of the lease in a condition equivalent to that in which it was originally received, the effects of normal wear and tear considered.
7. The lease may be terminated as outlined in section S, Non-Compliance.

H. OWNERSHIP/SUBLEASING

1. An individual can only lease one cabin lot at a time.
2. Subleasing or renting of a cabin lot or cabin is not allowed.
3. Cabins and cabin lots cannot be used for concessions or other commercial purposes.

I. LOT BOUNDARIES/ENCROACHMENT

1. When lot boundaries need to be delineated and maintained beyond existing maps and boundary markers, it will be the responsibility of the concerned party,
2. Facility encroachments beyond lot boundaries are not allowed without prior written Department approval by the Secretary.

J. CABIN LOT DEVELOPMENT/RELINQUISHMENT

1. No development of open lots will occur.
2. When a cabin lot is relinquished to the Department, all facilities, goods, buildings, and effects will be removed by the owner and the premises will be returned in the condition that it was originally received at the owner's expense within 90 calendar days upon relinquishment.
3. If the lessee fails to do so, then at the Department's option, the Department may have all facilities, goods, buildings, and effects removed and the premises returned to its original condition at the cost and expense of the lessee resulting in a lien thereon for the associated costs and expenses or the Department may leave as is and the BOR assume ownership for utilization in BOR or Department operations.

K. CONSTRUCTION SPECIFICATIONS:

1. All improvements require submission of detailed drawings showing proposed construction specifications utilizing the Lot Improvement Application and Permit (see Appendix E) and prior written Department approval (which may include input from surrounding lessees) as required by KAR 115-8-16.
2. All buildings/improvements will be set back a minimum of 10 feet from the side and back lot lines and a minimum of 20 feet from the front lot line.
3. All materials utilized in maintenance or construction require prior written Department approval and must be of natural colors and blend with the environment.
4. It is the responsibility of the lessee to insure that all improvements meet local building codes.
5. No structures other than waterfront facilities will be constructed below flood pool elevation.
6. No more than one cabin may be constructed on a lot.

L. WATER/SEWAGE/TRASH

1. Lessees are responsible for providing, at lessee's own expense, water supply, sewage disposal system, and trash removal.
2. Water supply and sewage disposal systems will meet Kansas Department of Health and Environment and local health requirements and require a scaled drawing as indicated in construction specifications and prior written Department approval as required by KAR 115-8-16.

3. Lessee's trash will be removed and disposed of properly as required by county regulations and not deposited on Department lands as stated in KAR 115-8-18.

M. LANDSCAPE MAINTENANCE:

1. Lots will be mowed regularly and noxious weeds will be controlled, utilizing Department approved herbicides, by lessee as conditions warrant or as required by the Department to provide an aesthetic appearance and to reduce fire hazards.
2. Placement and removal of trees and shrubs by lessee requires prior written Department approval as required in KAR 115-8-20.

N. WATERFRONT FACILITIES

1. Cabin lot lessees can have waterfront facilities with prior written Department approval as required by KAR 115-8-16.
2. Specific terms and conditions associated with docks/mooring facilities are outlined in Section VI.
3. All waterfront facilities will be accessible to the public.

O. ROADS

1. The only roads open for public use and private cabin lot access are those designated on Department maps, see Appendix H, as stated in KAR 115-8-16.
2. All designated public access roads adjacent to or through cabin areas to shoreline and waterfront facilities will be open to public use.
3. All designated private cabin lot access roads will be open to private cabin lot lessees. Public access will be limited to non-vehicular only.
4. Private lot driveways will not be open to public access.
5. No new roads will be created without prior written Department approval as required in KAR 115-8-16.
6. Lessees may conduct additional road maintenance with prior written Department approval as required in KAR 115-8-16.
7. The Department will maintain, except for snow removal, to its specifications all public access roads and parking areas utilizing funds from the increased rental fees.
8. Lessee is responsible for maintenance of private cabin lot access roads and private driveways to their specific lot.

P. MOTOR VEHICLES

1. All motor vehicles used on designated public access roads or in designated public access areas must be registered and licensed as required by KSA 8-127.
2. Motor vehicle use is restricted to open, maintained roadways and parking areas as required in KAR 115-8-13.

Q. PARK PERMITS

1. Park vehicle permits will be required to utilize designated public access areas, roads, and facilities between the cabin lots and the shoreline as stated in KSA 32-901, KAR 115-2-2, and KAR 115-2-3.
2. These areas will be properly signed but no self-pay stations will be installed.

R. SIGNS

1. The lessee will not install any signs without prior written Department approval as required by KAR 115-8-16.
2. The Department will install and maintain signs in accordance with the sign plan, see Appendix I, to reflect area use.
3. The Department may install and maintain signs requested by lessees that enhance and protect area use and resources.

S. NON-COMPLIANCE

1. All non-compliance incidents will be documented and recorded in the respective cabin lot file.
2. Non-compliance of Department regulations or state law will be handled at the officer's discretion.
3. Notice of non-compliance with lease conditions that are not enforced under Department regulations or state law will require written notification to the lessee from the park manager prescribing rectifying measures.
4. One severe or flagrant non-compliance incident within the lease term may result in termination of the lease.
5. Three non-compliance incidents within the lease term will result in termination of the lease.

T. MISCELLANEOUS

1. The park manager is authorized, as the Department's representative, to oversee all matters pertaining to cabin areas with the exception of encroachments which require approval by the Secretary.
2. Cabins cannot be utilized as a permanent residence.
3. Cabin leases will contain verbiage to cover the following requirements or conditions required by federal or state law;
 - a. Discrimination.
 - b. Ingress/Egress by KDWP/BOR.
 - c. Pertinent KDWP regulations.
 - d. Indemnification.
 - e. BOR/KDWP Lease-Lessee's Rights Statement.

III. PRIVATE CABINS ADJACENT TO DEPARTMENT LANDS

A. ROADS

1. The only roads open for public use are those designated on Department maps as stated in KAR 115-8-13.

B. MOTOR VEHICLES

1. All motor vehicles must be registered and licensed as required by KSA 8-127.
2. Motor vehicle use is restricted to open, maintained roadways as required in KAR 115-8-13.

C. PARK PERMITS

1. A special pass, see Appendix F, must be obtained and displayed in all vehicles utilizing park roads to access private cabin areas as approved by the Secretary and stated in KSA 32-901.
2. Park permits will be required to utilize the park area roads and facilities for any purpose other than accessing the private cabin area as stated in KSA 32-901, KAR 115-2-2, and KAR 115-2-3.

D. MISCELLANEOUS

1. The park manager is authorized, as the Department's representative, to oversee all matters pertaining to the cabin areas.
2. Matters of encroachment will be referred, through the park manager, to the Secretary.

IV. PRIVATE CABINS ON PRIVATE LAND WITHIN DEPARTMENT LANDS

A. LOT BOUNDARIES/ENCROACHMENT

1. Lot boundaries will be delineated to evaluate and eliminate encroachments.
2. Owners at Crawford State Park will be advised of permanent structure (houses/garages) encroachments and granted an easement by the Department as approved by the Secretary to include these structures.
3. Upon completion of the survey and provision of easements associated with permanent structure encroachments, an additional easement, as approved by the Secretary, may be available to each Crawford State Park cabin owner creating straight-line boundaries.
4. Once lot boundaries are established, facility encroachments beyond lot boundaries will not be allowed.

B. ROADS

1. All designated access roads through or adjacent to cabin areas will be open to public use.
2. The only roads open for public use are those designated on Department maps as stated in KAR 115-8-13.
3. Private lot driveways will not be open to public access.
4. No new roads will be created without prior written Department approval as required in KAR 115-8-16.
5. Lessees may conduct additional road maintenance with prior written Department approval as required in KAR 115-8-16.
6. Lessee is responsible for maintenance of private driveways to lessee's specific lot.

C. WATERFRONT FACILITIES

1. Cabin lot owners can utilize and will maintain previously approved and installed waterfront facilities with prior written Department approval.
2. No new docks/mooring facilities will be allowed.
3. Specific terms and conditions associated with docks/mooring facilities are outlined in Section VI.
4. All waterfront facilities will be accessible to the public.

D. CABIN LOT DEVELOPMENT

1. No development of Department-owned open lots will occur.

E. MISCELLANEOUS

1. The park manager is authorized, as the Department's representative, to oversee all matters pertaining to the cabin area.
2. Matters of encroachment will be referred, through the park manager, to the Secretary.
3. Motor vehicle use is restricted to open, maintained roadways and parking areas as required in KAR 115-8-16.
4. Park permits will be required to utilize the park area roads and facilities as stated in KSA 32-901, KAR 115-2-2, and KAR 115-2-3.

V. PRIVATE MOBILE HOMES ON DEPARTMENT LANDS

A. ADMINISTRATION

1. Private mobile home space leases in state parks will be administered by the marina concessionaire as approved by the Department and indicated on the concession premises map.
2. No new, additional private mobile home space leasing will occur.

B. LEASE

1. A written lease agreement approved in writing by the Department will be used by the concessionaire to define the scope of rights and requirements of all parties involved.
2. The lease agreement will include term of the lease, annual fee, location of space, a description of lessee's mobile home, lessee's permanent mailing address and phone, and conditions as outlined below.

C. ANNUAL PAYMENTS

1. Each space rental will be payable annually as outlined in the annual lease agreement.
2. The lease's annual payment amount is to be set by the concessionaire with prior written Department approval.

D. CONSTRUCTION SPECIFICATIONS:

1. All improvements require submission of drawings showing proposed construction specifications utilizing the Lot Improvement Application and Permit (see Appendix E) and prior written Department approval which may include input from surrounding lessees as required by KAR 115-8-16.
2. All mobile homes and improvements will be a minimum of 10 feet or per local codes from adjacent mobile homes.
3. All materials utilized in maintenance or construction require prior written Department approval and must be of natural colors and blend with the environment.
4. It is the responsibility of the lessee to insure that all improvements meet local building codes.
5. No structures other than waterfront facilities will be constructed below flood pool level.

E. WATER/SEWAGE

1. Lessee is responsible for providing at lessee's own expense a water supply and sewage system.
2. Water supply and sewage disposal systems will meet KDHE and local health requirements and require prior written Department approval.

F. LANDSCAPE MAINTENANCE:

1. Lots will be mowed regularly and noxious weeds will be controlled, utilizing Department approved herbicides, by lessee as conditions warrant or as required by the Department to provide an aesthetic appearance and to reduce fire hazards.
2. Placement and removal of trees and shrubs by lessee requires prior written Department approval as required in KAR 115-8-20.

G. WATERFRONT FACILITIES

1. Mobile home space lessees can have waterfront facilities as provided by the concessionaire's lease and with prior written Department approval.
2. All waterfront facilities not administered by the concessionaire will be accessible to the public.

H. ROADS

1. All designated access roads through mobile home areas and to waterfront facilities will be open to public use.
2. The only roads open for public use are those designated on Department maps as stated in KAR 115-8-13.
3. Road maintenance will occur as agreed upon between the concessionaire and the Department in the concession agreement.
4. Lessees may conduct additional road maintenance with prior written Department approval as required in KAR 115-8-16.

I. MOTOR VEHICLES

1. All motor vehicles must be registered and licensed as required by KSA 8-127.
2. Motor vehicle use is restricted to open, maintained roadways and parking areas as required in KAR 115-8-13.

J. NON-COMPLIANCE

1. All non-compliance incidents will be documented and recorded in the respective mobile home space file.
2. Non-compliance of Department regulations or state law will be handled at the officer's discretion.
3. Notice of non-compliance with lease conditions that are not enforced under Department regulations or state law will require written notification to the lessee from the park manager prescribing rectifying measures.
4. One non-compliance incident within the lease term may result in termination of the lease.
5. Three non-compliance incidents within the lease term will result in termination of the lease.

K. MISCELLANEOUS

1. The park manager is authorized, as the Department's representative, to oversee all matters pertaining to concessions and mobile home areas in the name of the Department.
2. Park permits will be required as stated in KSA-32-901, KAR 115-2-2, and KAR 115-2-3.
3. Mobile homes cannot be utilized as a permanent residence.
4. Mobile home leases will contain verbiage to cover the following applicable requirements or conditions as required by federal or state law.
 - a. Discrimination.
 - b. Termination of Lease.
 - c. Ingress/Egress by KDWP/BOR/COE.
 - d. Pertinent KDWP regulations.
 - e. Indemnification.
 - f. BOR/KDWP Lease-Lessee's Rights Statement.

VI. PRIVATELY OWNED DOCKS/MOORING FACILITIES NOT ADMINISTERED BY CONCESSIONAIRES ON DEPARTMENT LANDS

A. PERMIT

1. A special use permit (see Appendix G) is required for docks or any other mooring facility.
2. Waterfront facility special use permits will only be issued to private cabin or mobile home owners, or to organization site lessees located on or within Department lands.
3. No new mooring facilities will be allowed at Crawford State Park.
4. Anyone previously issued a lifetime permit will not be required to obtain the annual permit until a change in ownership occurs.
5. An annual fee of \$25.00 is required for the dock/mooring permit as required by KAR 115-2-3.

B. LOCATION

1. Docks will be allowed in designated mooring areas only as required by KAR 115-8-7 and as commensurate with available resources and reservoir elevations.
2. Location of dock/mooring facilities requires prior written Department approval.

C. CONSTRUCTION SPECIFICATIONS

1. Construction specifications and site plan requires prior written Department approval, as required by KAR 115-8-16, and may need to meet Department engineering, BOR, or COE specifications.
2. Construction specifications at CRSP provide for maintenance activities only.
3. Floating Docks/Mooring Facilities:
 - a. This type of facility is not allowed at CRSP.
 - b. Individual docks may not exceed 200 square feet. Multiple slip docks cannot exceed 200 square feet per permittee.
 - c. Dock frames or superstructure and walkways will be of galvanized or painted metal, or of treated lumber, and either welded or bolted together.
 - d. Dock and walkway decks will be of treated or painted wood, concrete, plastic, or galvanized or painted metal.
 - e. Flotation must meet current BOR, COE, or Department requirements as outlined in the permit.
 - f. Facilities can be secured with metal telescoping pipe driven into the lake bottom but not attached to any vegetation along the shoreline.
4. Permanent Dock/Mooring Facilities:
 - a. Permittee is required to obtain a COE 404 Permit prior to Department consideration for approval.
 - b. Docks/mooring facilities must be constructed on the shoreline and stabilized by concrete foundations.
 - c. Dock/mooring facility head walls and deck must be of block, rock, or concrete.

- d. Dock/mooring facility well covers will not have side or back walls. The roof will not exceed a one to four pitch, or extend more than seven feet above the dock surface.
- e. No new storage buildings may be constructed as a part of the waterfront facility.
- f. No dock/mooring facility structure may restrict or inhibit the shoreline view.
- g. All structures must be earth tone colors and blend into the shoreline.

D. MAINTENANCE

1. Floating docks or mooring facilities must be moved with increasing and decreasing water levels as required by the Department.
2. Docks and mooring facilities will be maintained by the permittee to prevent safety or environmental hazards.
3. Facilities will be reviewed annually by the Department to insure proper maintenance.

E. MOTOR VEHICLES

1. All motor vehicles must be registered and licensed as required by KSA 8-127.
2. Motor vehicle use is restricted to open, maintained roadways and parking areas as required in KAR 115-8-13.
3. Motor vehicles may be used off of open, maintained roadways and parking areas to install, move, and remove dock/mooring facilities as approved by the Department.

F. NON-COMPLIANCE

1. Failure of the owner to comply with the permit guidelines within thirty (30) calendar days after written notice may subject permit to termination by the Department.
2. Any permittee who receives three or more written permit violation notices will be subject to termination by the Department.

G. TERMINATION

1. Termination of recreation cabin lot lease or mobile home space lease as outlined in respective lease will result in the termination of this permit.
2. Permit may be terminated as outlined in section F, Non-Compliance.

H. MISCELLANEOUS

1. The park manager is authorized, as the Department's representative, to oversee all matters pertaining to docks/mooring facilities and to sign all related documents in the name of the Department.
2. All dock/mooring facilities will be accessible to the public.
3. Permittees are limited to one dock/mooring facility; however, several permittees may coordinate to construct one dock with a total number of slips equivalent to the number of permittees.
4. The permittee's respective cabin lot or mobile home space number will be placed on the dock/mooring facility so that it is clearly visible from both the shore and the reservoir or lake.

APPENDICES

- Appendix A: Kansas Department of Wildlife and Parks Recreation Cabin Lot Lease
- Appendix B: Kansas Department of Wildlife and Parks Recreation Cabin/Club Lot Lease
Renewal/Extension
- Appendix C: Kansas Department of Wildlife and Parks Cabin Lot Rent Due Letter
- Appendix D: Kansas Department of Wildlife and Parks Assignment of Cabin/Club Lot
Lease/Contract
- Appendix E: Kansas Department of Wildlife and Parks Mobile Home/Cabin Lot/Water Front
Facility Improvement Application and Permit
- Appendix F: Kansas Department of Wildlife and Parks Special Park Pass
- Appendix G: Kansas Department of Wildlife and Parks Boat Dock/Mooring Facility Permit
- Appendix H: Leased Cabin Lot and Mobile Home Space Maps
 - Cedar Bluff North Shore Leased Cabin Lot Map
 - Cedar Bluff South Shore Leased Cabin Lot Map
 - Lovewell Leased Cabin Lot Map
 - Lovewell Twin Coves Leased Mobile Home Space Map
 - Webster Leased Cabin Lot Map
- Appendix I: Leased Cabin Lot and Mobile Home Space Sign Plans
 - Cedar Bluff North Shore Leased Cabin Lot Sign Plan
 - Cedar Bluff South Shore Leased Cabin Lot Sign Plan
 - Lovewell Leased Cabin Lot Sign Plan
 - Lovewell Leased Mobile Home Space Sign Plan
 - Webster Leased Cabin Lot Sign Plan

APPENDIX A:
KANSAS DEPARTMENT OF WILDLIFE AND PARKS
RECREATION CABIN LOT LEASE

Lovewell State Park

Lease #: LOVP-PCI6-2001

This lease made and entered into this 1st day of January, 19 97, between Kansas Department of Wildlife and Parks 512 SE 25th Ave. Pratt, KS 67124, party of the first part and hereinafter called the Department; and John and/or Jane Doe

party of the second part and hereinafter called the Lessee, allows the Lessee to maintain a cabin on the premises described below in accordance with the conditions of this lease.

Cabin Lot No. 16 located in the Northeast Quarter (NE 1/4)
of Section Two (2), Township Two (2) South, Range Seven (7)
West of the 6th Principal Meridian, Jewell County Kansas

This lease is granted subject to the following provisions and conditions:

1. TERM OF LEASE - The Lease for the premises described shall be for the period from January 1, 19 97 to December 31, 2001 inclusive, unless sooner terminated as hereinafter provided.
2. RENEWAL OF LEASE - The Lessee has an option to renew this lease for additional periods of five years, subject to the following terms and conditions:
 - a) All leases are for a five year term or less, respective to expiration dates listed in section 2C.
 - b) Lessee will have the option to renew the lease in five year increments until the termination of the Department's lease with Reclamation (see section 2c and 2d).
 - c) Expiration dates are, 12-31-2002, 12-31-2007, 12-31-2012, or 5-31-2017, as applicable.
 - d) All leases issued by the Department terminate upon the date of termination of their lease with Reclamation, which currently expires on May 31, 2017.
 - e) Failure to renew a lease within 60 calendar days after the expiration date will result in lease termination.
3. ANNUAL RENTAL FEE - The Lessee shall pay to the Department an annual rental fee for the premises as follows:
 - a) The sum of \$200.00 is due by the 1st day of January of each year during the term of the lease as required by KAR 115-2-6.
 - b) The annual rental fee is subject to adjustment as a condition of granting a five-year renewal to this lease.
 - c) As required by KAR 115-2-6, at the conclusion of each five year term, the Department shall adjust the annual rental rate by adding together the total rise or fall of the Consumer Price Index for the preceding five year term and applying it against the preceding five year rent. This amount shall be calculated simply, not compounded within the five year term utilizing the following equation and definitions:

$$\text{Annual Fee} = \frac{\text{Previous Annual Fee} \times (\text{New CPI})}{(\text{Previous CPI})}$$

i. "CPI" means the "consumer price index for all urban consumers" (CPI-U) for the midwest region average for all items, 1993-1995 = 100, as published in the "CPI detailed report" by the bureau of labor statistics of the U.S. department of labor.

ii. "Previous Annual Fee" means \$200 for the recalculation of the annual fee on January 1, 2003, and for each recalculation thereafter means the annual fee calculated five years previous to the new calculation, using the equation in subsection (b).

iii. "New CPI" means the CPI on July 1 immediately preceding the January 1 date for a newly calculated annual fee.

iv. "Previous CPI" means the CPI on July 1, 1998 for the recalculation of the annual fee on January 1, 2003, the CPI on July 1, 2002 for the recalculation of the annual fee on January 1, 2008, and the CPI on July 1, 2007 for the recalculation of the annual fee on January 1, 2013.

d) The annual rental fee is due and payable to:

Lovewell State Park Rt 1 Box 66A Webber, KS 66970

e) Non-payment within 30 calendar days of the due date will result in a delinquent payment, resulting in a surcharge of \$50 upon written notification from the Department. Non-payment within 60 calendar days of the due date will result in lease termination.

f) The Lessee forfeits any rights to a refund of annual payment if lease is assigned, transferred, or terminated.

4. ASSIGNMENT OF LEASE - Neither this lease nor any interest therein shall be assigned by the Lessee, without the written consent of the Department as follows:

- a) Payment must be made to the Department in the sum of Twenty-Five Dollars (\$25) to cover the expense of approving such assignments.
- b) Once the assignment is approved by the Department, the Lessee may sell improvements constructed by Lessee on said premises to the assignee of said lease.

5. TERMINATION OF LEASE - This lease shall terminate and all rights of the lease shall cease, and the Lessee shall deliver to the Department possession of the described premises under the following conditions:

- a) At the expiration of the term as provided in Sections 1 and 2.
- b) Each term of this lease is material and Lessee's failure to remedy a breach of this lease to the Department's satisfaction within thirty (30) calendar days of receiving written notice of the breach shall be grounds for termination of the entire lease by the Department. The Department may terminate the lease as provided in Section 16.
- c) This lease shall be deemed breached if Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, if voluntary proceedings under any bankruptcy or insolvency act are instituted against Lessee, or if a trustee or receiver is appointed of any property of Lessee.
- d) The Department retains the right to terminate the lease without notice and without liability for damages in the event the Department finds that its continued operation represents an immediate threat to health, safety, or welfare of the public.
- e) The Department may terminate the lease upon relinquishment of its lease with the U.S.D.I.

- Bureau of Reclamation (Reclamation). The Department shall give Lessee sixty (60) calendar days written notice prior to such termination. Such termination shall not constitute a breach of this lease and shall not obligate the Department to pay any compensation or damage to Lessee except as expressly provided in this lease.
- f) Lessee shall, within ninety (90) days after termination of this lease for any cause, remove from the premises all of its facilities, goods, buildings and effects; and upon its failure to do so, at the Department's option, the Department may cause such removal to be made at the cost and expense of the Lessee, or the Department may, with Reclamation approval, leave the facilities and the Reclamation assume ownership; the Department shall have a lien thereon for cost and expense of such removal of said property, goods, buildings and effects.
 - g) The Lessee shall, at their expense, relinquish possession of premises to the Department at the termination of this lease in a condition equivalent to that in which it was originally received, the effects of normal wear and tear considered.
 - h) When a cabin lot is relinquished to the Department, all facilities, goods, buildings, and effects will be removed by the owner and the premises will be returned in the condition that it was originally received at the owner's expense within 90 calendar days upon relinquishment. If the Lessee fails to do so, then at the Department's option, the Department may have all facilities, goods, buildings, and effects removed and the premises returned to its original condition at the cost and expense of the lessee resulting in a lien thereon for the associated costs and expenses or the Department may, with Reclamation approval, leave as is and the Reclamation assume ownership for utilization in area operations.
 - i) In the event of the termination of the Lease between the United States and the State of Kansas dated May 31, 1967, the United States shall be deemed to stand in the stead of said Department as grantor for the remainder of the term of this recreation cabin lot lease; provided however, in the event of such termination, the United States at any time within 90 days thereafter may terminate this recreation cabin lot lease by giving to the recreation cabin lot lessee 60 days written notice thereof and in such event recreation cabin lot lessee shall have the privilege of selling or removing for a period of 30 calendar days after termination of this recreation cabin lot lease or such longer period as may be determined by the Bureau of Reclamation to be reasonable, improvements which have been constructed on the premises at the sole cost or expense of the recreation cabin lot lessee. Full title to those improvements if not so sold or removed within the above said 90-day period shall vest in the United States. Improvements sold shall be removed from the premises within the said 90 day period or title there to shall also so vest in the United States, unless the United States in writing shall authorize the purchaser to leave said improvements in place or shall in writing grant an extension of the 90-day period. Upon removal of improvements the lands shall be leveled and restored to a safe and natural condition.

6. OWNERSHIP/SUBLEASING:

- a) Subleasing or renting of a cabin lot or cabin is not allowed.
- b) An individual can only lease one cabin lot at a time.
- c) The premises covered by the lease shall not be used for concessions or other commercial purposes.

7. LOT BOUNDARIES/ENCROACHMENT:

- a) If lot boundaries need to be delineated and maintained beyond existing maps and boundary markers, it will be the responsibility of the concerned party.
- b) Facility encroachments beyond lot boundaries are not allowed without prior written approval by the Secretary of the Department.

8. CONSTRUCTION SPECIFICATIONS - All improvements require prior written Department approval as follows:

- a) A Lot Improvement Permit Application and detailed drawings showing proposed construction of improvements shall be submitted to the Department for approval prior to actual construction, as required by KAR 115-8-16. A floor plan and cabin plot plan showing location of all proposed improvements will be required. These sketches or drawings should be near enough to scale to adequately determine the general appearance and layout. The type of building materials which the Lessee proposes to use for the construction of the buildings shall be indicated on the drawings.
- b) All buildings/improvements will be set back a minimum of ten (10) feet from the side and back lot lines and a minimum of twenty (20) feet from the front lot line.
- c) All materials utilized in maintenance or construction require prior written Department approval and must be of natural colors and blend with the environment.
- d) It is the responsibility of the Lessee to insure that all improvements meet local building codes.
- e) No structures other than waterfront facilities will be constructed below flood pool level.

9. WATER/SEWAGE/TRASH:

- a) Lessee is responsible for providing, at lessee's own expense, water supply, sewage system, and trash removal.
- b) Water supply and sewage disposal systems will meet Kansas Department of Health and Environment and local health requirements and a scaled drawing as indicated in construction specifications must have prior written Department approval as required by KAR 115-8-16.
- c) Lessee's trash will be removed and disposed of properly as required by county regulations and not deposited on Department lands as stated in KAR 115-8-18.

10. LANDSCAPE MAINTENANCE:

- a) Lots will be mowed regularly and noxious weeds will be controlled, utilizing Department approved herbicides, by Lessee as conditions warrant or as required by the Department to provide an aesthetic appearance and to reduce fire hazards.
- b) Placement and removal of trees and shrubs by Lessee requires prior written Department approval as required in KAR 115-8-20.

11. WATERFRONT FACILITIES:

- a) Cabin lot Lessees can have waterfront facilities with prior written Department approval, in the form of a Boat Dock/Mooring Facility Permit or other special use permit as required.
- b) Specific terms and conditions associated with docks/mooring facilities are outlined in the permit.
- c) All waterfront facilities will be accessible to the public.

12. ROADS:

- a) The only roads open for public use and private cabin lot access are those designated on Department maps, see attached map, as stated in KAR 115-8-13.
- b) All designated public access roads adjacent to or through cabin areas to shoreline and waterfront facilities will be open to public use.

- c) All designated private cabin lot access roads will be open to private cabin lot lessees, limiting public access to non-vehicular only.
- d) Private lot driveways will not be open to public access.
- e) No new roads will be created without prior written Department approval as required in KAR 115-8-16.
- f) Lessees may conduct additional road maintenance with prior written Department approval as required in KAR 115-8-16.
- g) The Department will maintain (except for snow removal), to its specifications, all designated public access roads and parking areas.
- h) Lessee is responsible for maintenance of private cabin lot access roads and private driveways to their specific lot.

13. MOTOR VEHICLES:

- a) All motor vehicles used on designated public access roads or in designated public access areas must be registered and licensed as required by KSA 8-127.
- b) Motor vehicle use is restricted to open, maintained roadways and parking areas as required in KAR 115-8-13.

14. PARK PERMITS:

- a) Park vehicle permits will be required to utilize designated public access areas, roads and facilities between the cabin lots and the shoreline, as stated in KSA 32-901, KAR 115-2-2, and KAR 115-2-3.
- b) These areas will be properly signed, but no self-pay stations will be installed.

15. SIGNS:

- a) The lessee will not install any signs without prior written Department approval as required by KAR 115-8-16.
- b) The Department will install and maintain signs in accordance with the park's sign plan to reflect area use.
- c) The Department may install and maintain signs requested by lessees that enhance and protect area use and resources.

16. NON-COMPLIANCE:

- a) One severe or flagrant non-compliance incident within the lease term may result in termination of the lease.
- b) Three non-compliance incidents within the lease term will result in termination of the lease.

17. MISCELLANEOUS:

- a) The park manager is authorized, as the Department's representative, to oversee all matters pertaining to cabin areas and to sign all cabin related documents in the name of the Department with the exception of encroachments, which require approval by the Secretary of the Department.
- b) Cabins cannot be utilized as a permanent residence.
- c) No livestock grazing or stabling of domestic animals will be allowed.
- d) Pets shall be controlled at all times by using one of the following methods: (1) hand-held lead, not more than ten feet in length; (2) tethered chain or leash not more than ten feet in

- length, provided that the pet is under the direct supervision of and control by the owner, or (3) confined to a cage, pen, vehicle, trailer, or cabin.
- e) The Department of Wildlife and Parks Public Lands Regulations are applicable to all cabin areas and lots, as well as to the users of these properties.
 - f) Lessee assumes all duties and rights of the Department to and from the United States Bureau of Reclamation and shall indemnify the Department for any liability or responsibility which the Department might incur to the United States Bureau of Reclamation by virtue of this lease.
 - g) Lessee shall hold the Department, its officers, agents, and employees harmless from and shall defend and indemnify the Department from and against all liability for injuries to or death of persons or damage to property or damages arising from liens or claims of any nature resulting from the use and operation of the premises, or the construction, modification, alteration, or repair of any improvements by Lessee upon the premises.
 - h) This recreation cabin lot lease is expressly subject to that certain lease dated *May 31, 1967* and any and all modifications and amendments thereto, between the United States and the State of Kansas, Department of Wildlife and Parks, and the Lovewell Management Plan thereunder, regarding the lease and development of specific areas of land at Lovewell Reservoir in Kansas. Said reservoir was constructed by the United States to irrigate lands and control floods or provide municipal and industrial water in the Republican River Basin, Kansas. The United States' control and administration on Lovewell Reservoir extends solely to irrigation and dam uses. The Department has exclusive control and administration over the leased premises as to fish and wildlife, recreation and related purposes. Recreation cabin lot Lessee releases the United State and the Kansas-Bostwick Irrigation District, its successors, assigns, officers, directors, agents and employees (hereinafter collectively called the District) from any and all claims arising directly or indirectly from any acts of neglect or the omission of the United States and/or of said District and each of them in connection with the construction, operation and maintenance of dam and irrigation project works. The recreation cabin lot Lessee agrees to indemnify and hold the United States and the District harmless from any loss, damage or expense (including attorney fees) which may be suffered by the United States, the District, or either of them, directly or indirectly occasioned by any act, neglect or omission of said recreation cabin lot Lessee.
 - i) The terms and conditions of this lease may be modified in writing by mutual consent of the Department and Lessee. The Department may grant reasonable extensions of time to Lessee in which to perform any obligation under this lease. No modification or waiver by either the Department or Lessee of any term or condition of this lease shall be deemed a continuing modification or waiver of the same term of condition. Waiver of any breach by either party shall constitute a waiver only as to such particular breach and not a waiver of any future breach.
 - j) In the event of an emergency caused by vandalism, fire, wind, flooding, hail or acts of God, which threatens damage to the premises or harm to the public, the Department may act immediately to stop such emergency and prevent or mitigate any damage to the premises. The Department shall notify the Lessee of any action or repair undertaken by the Department due to emergency circumstances, and may require that the Lessee make further repairs necessitated by such emergency. Lessee shall reimburse the Department for all reasonable repairs made pursuant to this provision. The officers, agents, employees and permittees of the United States and the Department, at all times and places, have the right to full ingress for passage over and egress from all lands covered by this lease, for the purpose of carrying on operations of the United States and the Department.

- k) In connection with the performance of work undertaken by virtue of this lease, the Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, religion, marital status, age, sex, handicap, or political affiliation. In carrying out this requirement, the Lessee agrees to comply with all provisions of the Kansas Act Against Discrimination (KSA 44-1001 et seq.), and all provisions of applicable federal and state laws relative to equal opportunity for all persons. The Lessee further agrees to include the foregoing provisions in all leases or subleases in connection with any work undertaken by reason of this lease.

Signatures:

Lessee #1

Address

Lessee #2

Address

Lessee #3

Address

Department Authority

Lovewell State Park

Rt 1 Box 66A Webber, KS 66970

Address

Date

**APPENDIX B:
KANSAS DEPT. OF WILDLIFE AND PARKS**

RECREATION CABIN/CLUB LOT LEASE RENEWAL/EXTENSION

LOCATION:

LEASE #:

**TERM: From -
To -**

LEASE TYPE*:

LEASE FEE:

LESSEE/Address:

PURPOSE: This lease renewal/extension allows the Lessee to maintain a cabin on the premises described below in accordance with the attached contract, lease, or permit and the conditions therein.

DESCRIPTION OF PREMISES: Cabin lot number _____, located in the _____ of section _____, T _____, R _____ of the 6th P.M., in the County of _____, State of Kansas.

Lessee acknowledges that the Kansas Department of Wildlife and Parks (Department) has authority over the premises through a lease with the Bureau of Reclamation. The area manager is authorized, as the Department's representative, to oversee all matters pertaining to this lease and sign all cabin documents in the name of the Department.

LESSEE (signature)

DEPARTMENT(signature)

DATE

DATE

* Agencies associated with LEASE TYPE:

- BOR - Bureau of Reclamation
- KFFGC - Kansas Forestry, Fish and Game Commission
- KPRA - Kansas Park and Resources Authority
- KDWP - Kansas Department of Wildlife and Parks

APPENDIX C:
KANSAS DEPARTMENT OF WILDLIFE AND PARKS
LOVEWELL STATE PARK
RT 1 BOX 66A
WEBBER, KS 66970

John/Jane Doe
Address

According to our records, your annual cabin/club lot rent and boat dock/mooring facility (if applicable) fee is due under Lease No. _____. This will cover the period from January 1 through December 31, 1998.

Please note, all cabin owners who currently own or plan to construct a boat dock/mooring facility on Lovewell Reservoir must complete a permit for approval, and remit the \$25.00 annual fee. If you currently own or plan to construct a boat dock/mooring facility and have not already done so, please complete the enclosed permit and remit an additional \$25.00 with your annual cabin lot rent.

If you desire to renew your lease and permit, please complete the lower portion of this letter and attach your check or money order in the amount of \$200.00, plus the \$25.00 dock/mooring facility annual fee, if applicable, and return by January 1, 1998. The check or money order should be made payable to **KANSAS DEPARTMENT OF WILDLIFE AND PARKS** and send it to our address above. Thank you!

Rick Cleveland, Park Manager
Lovewell State Park

Kansas Department of Wildlife and Parks
Lovewell State Park
Rt 1 Box 66A
Webber, KS 66970

Date: November 27, 1997

Gentlemen:

Please find enclosed my remittance in the amount of \$200.00, to cover the annual rent as required in the lease, plus the \$25.00 dock/mooring facility annual fee, if applicable, for the period from January 1 through December 31, 1998.

Name: John/Jane Doe
Address:

Lot No.:

Signature of Lessee

**APPENDIX D:
KANSAS DEPARTMENT OF WILDLIFE AND PARKS
ASSIGNMENT OF CABIN/CLUB LOT LEASE/CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____, Assignor, for valuable consideration paid, has sold, assigned, transferred and set over, and by these presents, does sell, assign, transfer and set over, unto the undersigned _____, Assignee, Contract No. _____ being dated _____, made between the Kansas Department of Wildlife and Parks and the Assignor, covering the following described lands:

Cabin/Club Lot No. _____, located in the
_____ of Section _____
Township _____, Range _____ of
the 6th P.M., County of Trego, State of Kansas.

This assignment is contingent upon the following conditions:

1. The Department of Wildlife and Parks must approve this assignment, and the Assignee must assume the Assignor's lease at the most up-to-date annual fee or sign a new lease agreement with the Department. The new lease agreement may be different from the Assignor's agreement.
2. Upon signing, the Department of Wildlife and Parks, in consideration of the sum of \$25.00 paid to cover the expense of approving this assignment, agrees to the assignment and accepts the Assignee in the place of the Assignor, so far as the above described premises are concerned.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this instrument on the _____ day of _____, 19_____.

Assignor

Assignee

Address

Address

Kansas Department of Wildlife and Parks,

Area Manager

Date

**APPENDIX E:
MOBILE HOME/CABIN LOT/WATERFRONT FACILITY
IMPROVEMENT APPLICATION AND PERMIT**

Lot # _____ Lease/Contract # _____

Name _____ Current Contract Exp. Date _____

Description/Reason of Improvement Requested:

Lot Location of Improvement Site _____
(attach drawing)

Size/Dimensions of Improvement _____
(attach drawing)

Type of Construction Materials _____

Color Scheme of Improvements _____

Will this improvement be contracted? _____ No _____ Yes

If Yes, Contractor _____
Name Address

Proposed Start Date _____ Proposed Completion Date _____

Does this improvement meet Kansas Dept of Health and Environment approval? _____ No _____ Yes*

Does this improvement meet local and county building codes? _____ No _____ Yes*

*If yes, a signed copy of approval must be attached to this permit.

Lessee Signature

Date

This permit has been approved by:

Park Manager

Date

A copy of this approved permit must be at site during construction.

Appendix F:
KANSAS DEPARTMENT OF WILDLIFE AND PARKS
SPECIAL PARK PASS

DATE _____

KANSAS



**WILDLIFE
& PARKS**

TAG _____

AUTH _____

**APPENDIX G:
KANSAS DEPT. OF WILDLIFE AND PARKS
BOAT DOCK/MOORING FACILITY PERMIT**

(Office Use Only)

LOCATION: Lovewell Reservoir
TERM: From -
To -

PERMIT # _____
CABIN LOT # _____
DATE OF APPROVAL: _____

Please Complete:

NAME:

ADDRESS:

PERMIT FEE: \$25.00/year **EXISTING** _____ **NEW** _____

PURPOSE: To provide access and placement of a floating or permanent dock/mooring facility on Lovewell Reservoir.

CONDITIONS:

1. This special use permit provides the cabin/mobile home lot owner the privilege of placing and maintaining a floating or permanent dock/mooring facility as outlined in the remaining conditions; therefore, this permit will be assessed and renewed annually as required by KAR 115-2-6.
2. Dock/mooring facility construction specifications and site plan will be submitted and approved by the area manager as required by KAR 115-8-16 before the permit will be granted, and is attached for reference.
3. Permittees will be limited to one (1) floating dock or mooring slip per permit (more than one mooring slip may be on a dock). Several permittees may coordinate to build one dock with several slips, but the number of slips may not

exceed the number of permittees involved.

4. Dock/mooring facility and cabin will be clearly identified with a number corresponding to the cabin lot number. For docks, the number will be placed in two locations so that it is clearly visible from both the shore and from the water. For cabins, the number will be placed on the front of the cabin, visible from the road. Numbers shall be in block characters of good proportion, not less than three (3) inches in height, and in a color that contrasts with the background it is placed on, either dark numbers on a light background or light numbers on a dark background.

5: FLOATING DOCK/MOORING FACILITY SPECIFICATIONS:

- a. No individual floating dock or slip may exceed 200 square feet. Docks with multiple slips may exceed 200 square feet as long as the total number of slips divided into the dock area does not exceed 200 square feet.
- b. Frames or superstructure and walkways will be of metal or wood. Metal frames must be galvanized or painted and welded or bolted together. Wood frames must be constructed of treated lumber and bolted or screwed together. Dock and walkway decks may be wood, concrete, plastic, or metal. Wood and metal decks will be treated or painted.
- c. Flotation is limited to styrofoam, plastic barrels filled with non-toxic foam, or aluminum pontoons filled with non-toxic foam as approved by the Corps of Engineers and Bureau of Reclamation. Barrels which have previously contained toxic materials are prohibited. No metal barrels are allowed on any part of the dock or walkway.
- d. Floating docks can be secured with metal telescoping pipe driven into the lake bottom, or approved cement anchors. No dock moorings will be attached to vegetation along the shoreline.
- e. Floating docks must be moved with increasing and decreasing water levels, to remain usable. Should water levels decrease to a point in which docks are not utilized for more than 90 days, they must be removed from the reservoir or lake unless otherwise approved by the area manager.

6. PERMANENT DOCK/MOORING FACILITY SPECIFICATIONS:

- a. A 404 permit from the Corps of Engineers, when applicable, is required prior to Department approval.

- b. Facilities must be constructed on the shoreline and stabilized by concrete foundations.
 - c. Head walls and deck must be constructed of block, rock, or concrete.
 - d. Well covers will not have side or back walls, and the roof will not exceed a one to four pitch or extend more than seven feet above the deck surface.
 - e. No new storage buildings may be constructed as a part of the facility.
 - f. No structure may restrict or inhibit the shoreline view.
 - g. All structures must be an earth tone(s) color and blend into the shoreline.
7. Docks and mooring facilities must be maintained by permittee to prevent safety or environmental hazards to the reservoir, or any persons who may use the dock.
 8. Docks and mooring facilities may only be located at the site specified by this permit in the designated mooring area as required by KAR 115-8-7.*
 9. Docks and mooring facilities will be inspected periodically by the area manager to ensure permit guidelines are being followed by the permittee. Any defects or non-conformity with these guidelines will be addressed in writing by the area manager, to the owner. The owner will have 30 days after written notice to comply with the set guidelines of the permit, or may be subject to termination by the Department. Any permittee who receives three or more written permit violation notices will be subject to termination by the Department.
 10. All docks, slips, and mooring facilities are available for public use.
 11. Termination of Department recreation cabin lot leases or mobile home space leases as outlined in respective leases will result in the termination of this permit.
 12. Permittee shall have 30 days after termination of this permit to remove Permittee's dock/mooring facility from the reservoir. Failure to do so will result in the removal of said structure at the expense of the permittee.
 13. The terms and conditions of this permit may be modified at any time, in writing, by mutual consent of the Department and Permittee.

Boat Dock/Mooring Facility Permit # _____

*Please draw in existing or proposed location of your boat dock/mooring facility on the attached map.

Permittee (Signature)

Department (Signature)

Date

Date

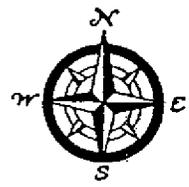
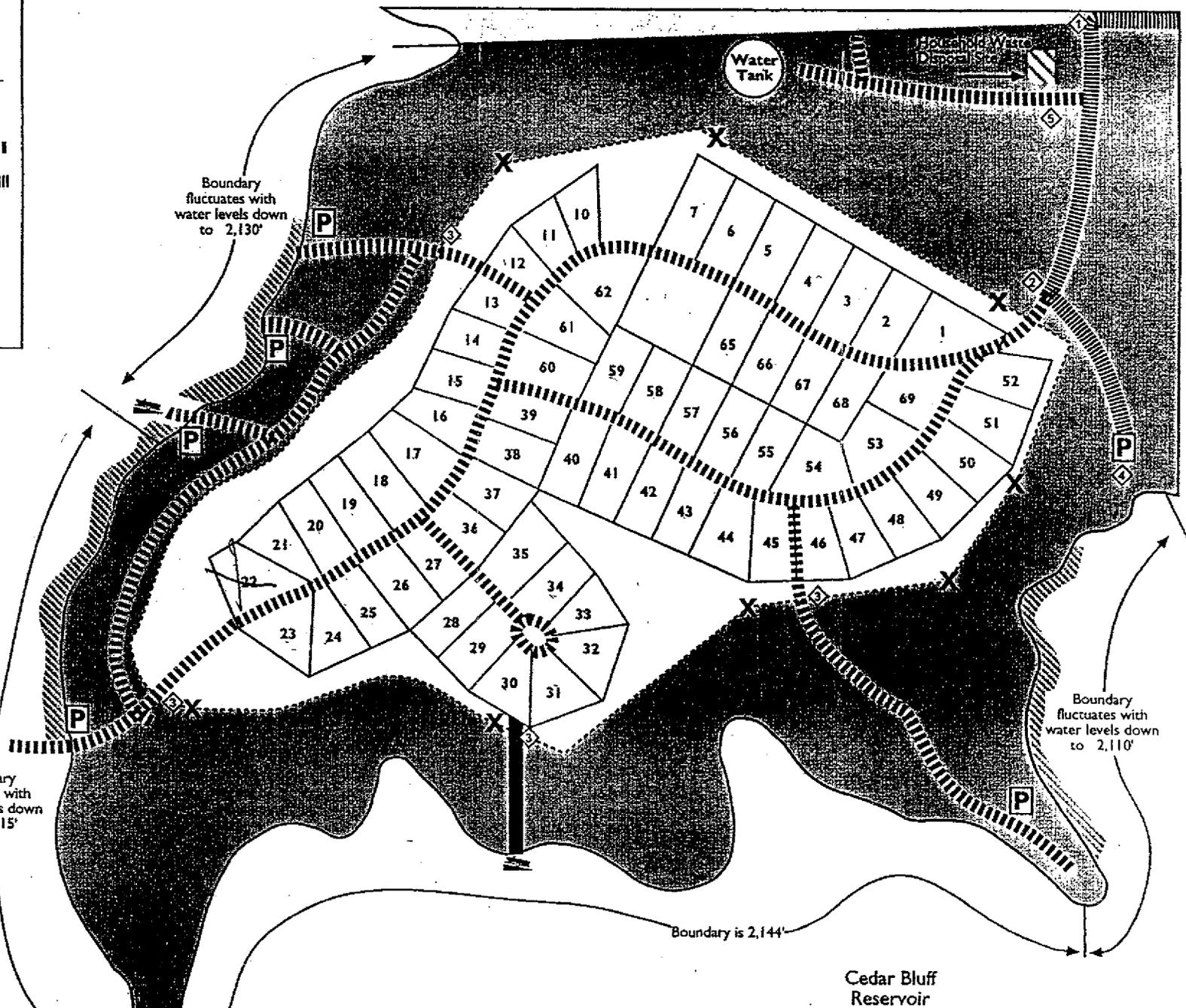
APPENDIX H: Leased Cabin Lot and Mobile Home Space Maps

LEGEND

- Park Area 
- Wildlife Area 
- Cabin Area 
- Cabin Area Boundary 
- Leased Lot 
- Private Cabin Lot Access Roads 
- Public Access Roads 
- Parking Area 
- Boat Ramp 
- Mooring Area 
- Signs (see sign plan) 
- BOR Markers 

43

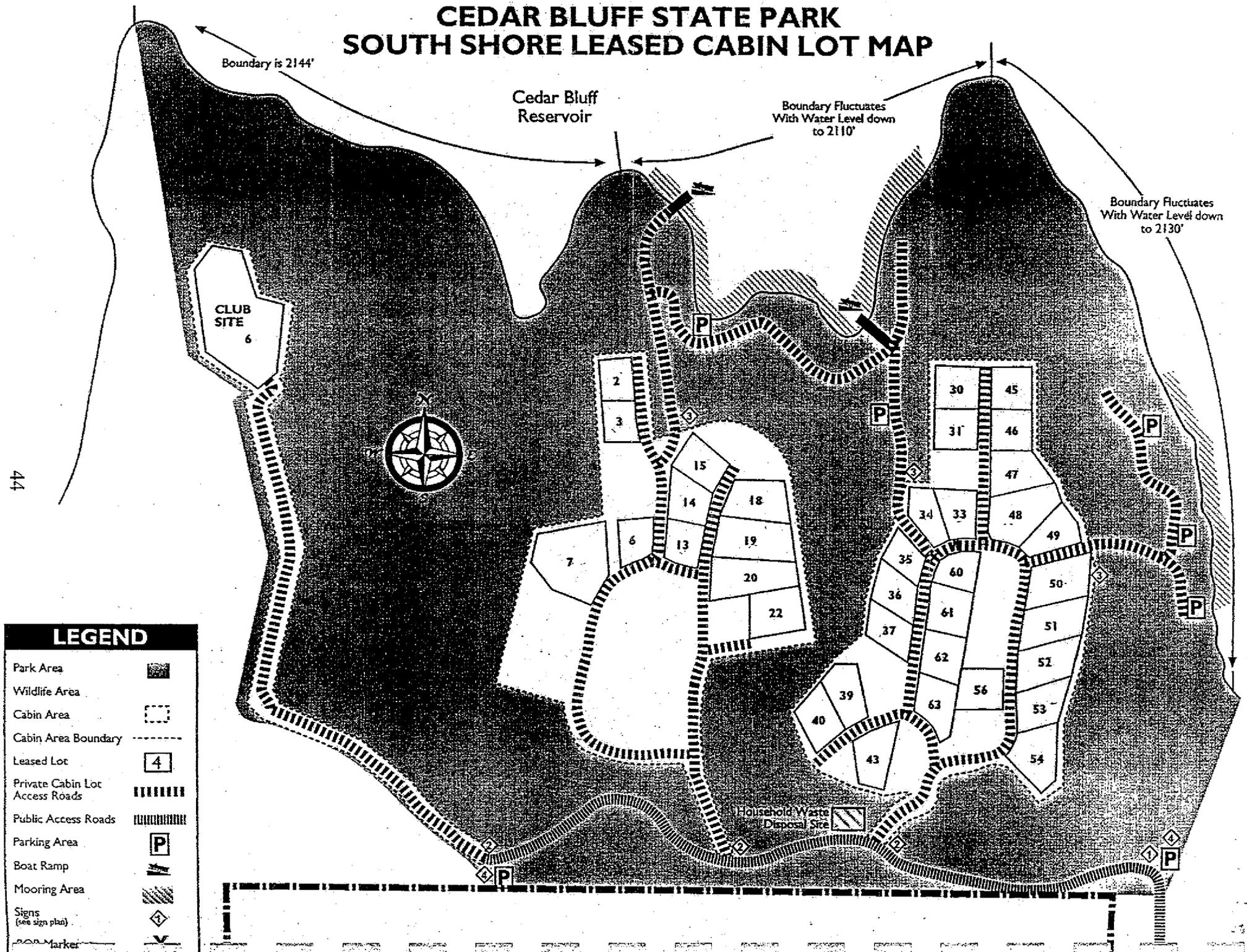
Cedar Bluff Reservoir



CEDAR BLUFF STATE PARK NORTH SHORE LEASED CABIN LOT MAP

Cedar Bluff Reservoir

CEDAR BLUFF STATE PARK SOUTH SHORE LEASED CABIN LOT MAP



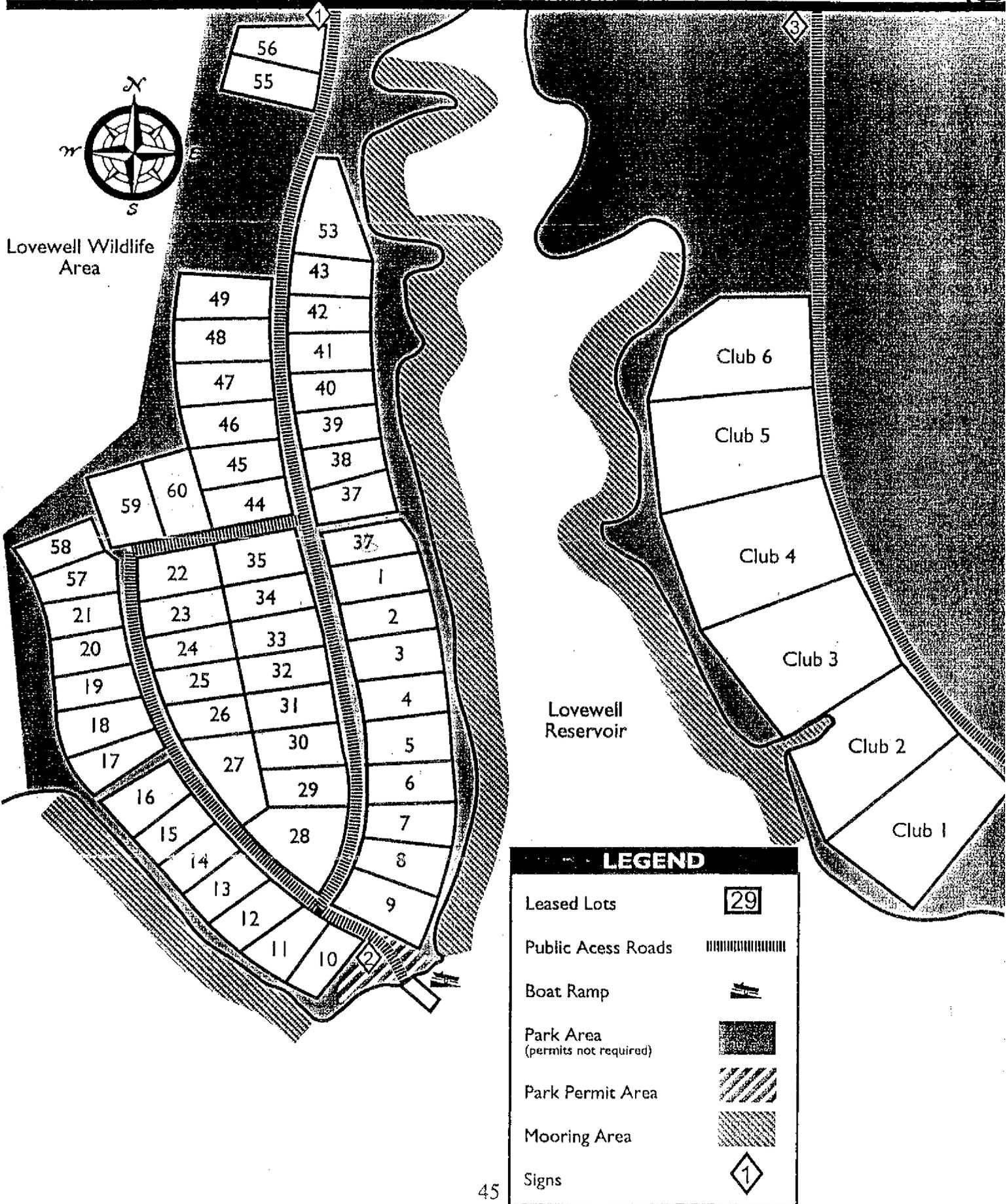
LEGEND

- Park Area
- Wildlife Area
- Cabin Area
- Cabin Area Boundary
- Leased Lot
- Private Cabin Lot
- Access Roads
- Public Access Roads
- Parking Area
- Boat Ramp
- Mooring Area
- Signs (see sign plan)
- Marker

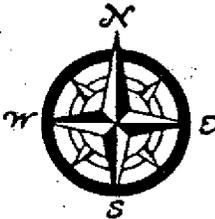
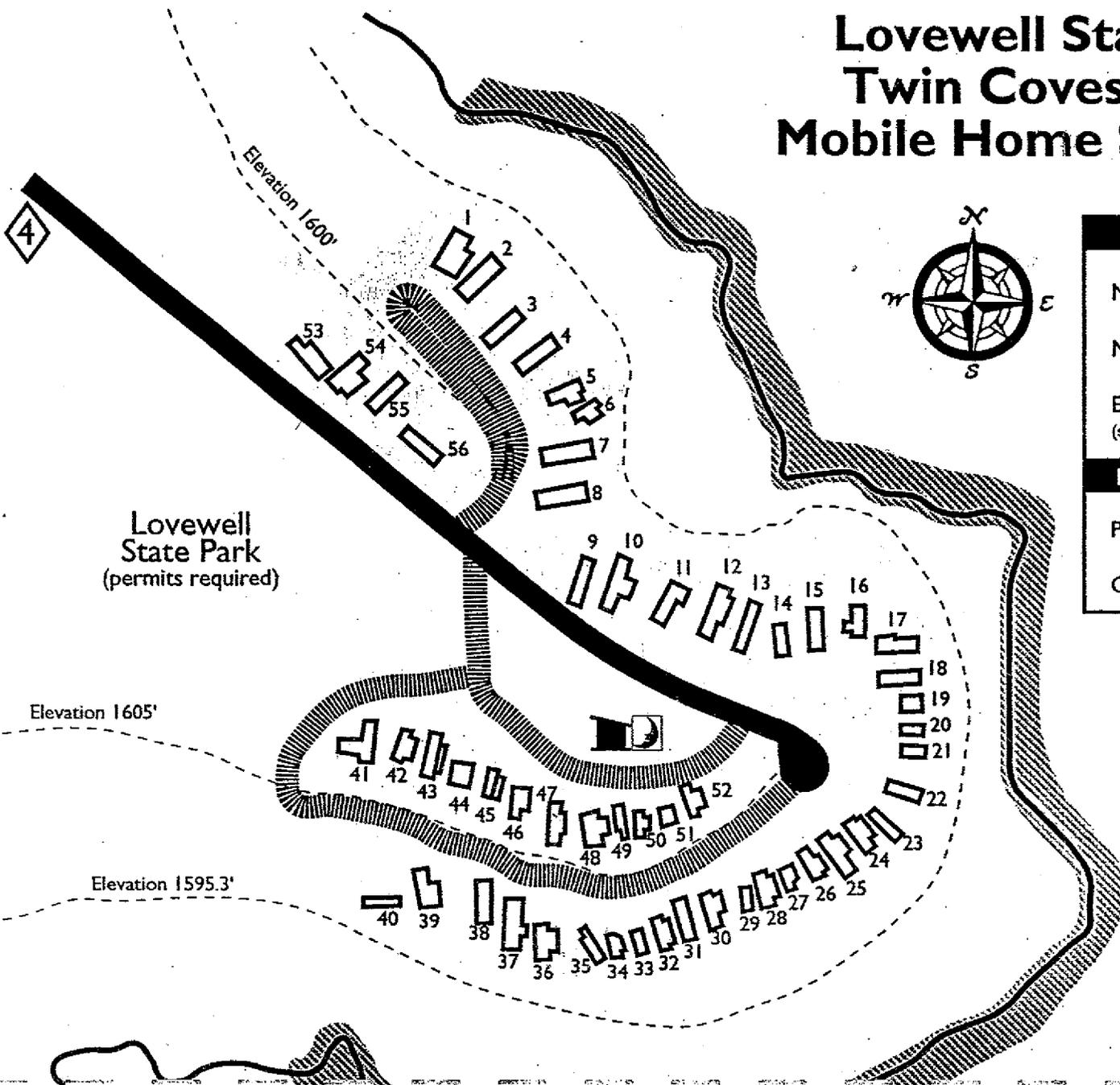
Lovewell State Park Leased Cabin Lot Map

To K-14

To Area Office



Lovewell State Park Twin Coves Leased Mobile Home Space Map



LEGEND	
Mobile Home Area	
Mooring Area	
Entrance Sign (see sign plan)	
PUBLIC ACCESS ROADS	
Paved	
Gravel	

Lovewell State Park
(permits required)

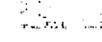
Lovewell Bay

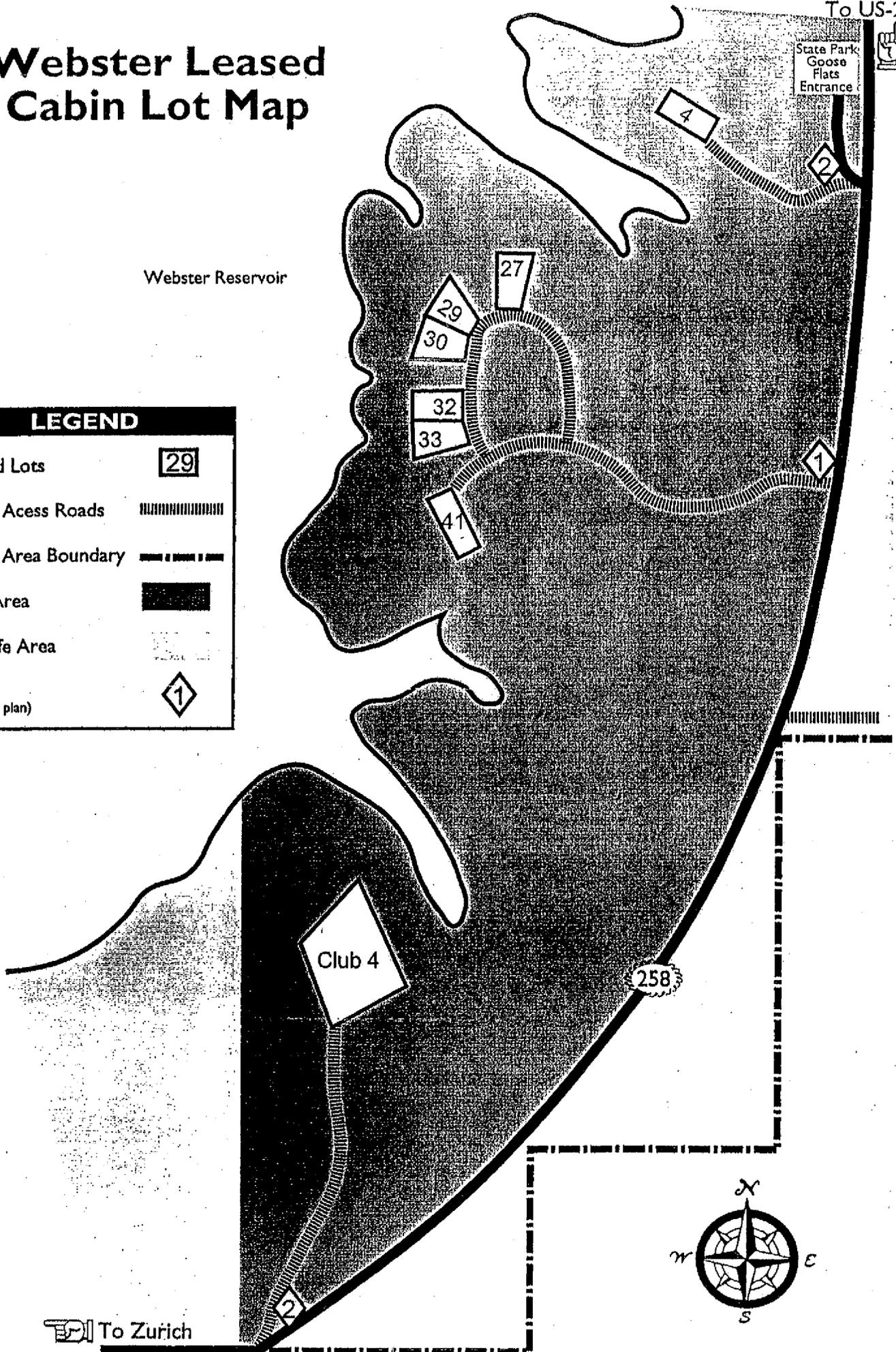
Webster Leased Cabin Lot Map

Webster Reservoir

To US-24

State Park
Goose
Flats
Entrance

LEGEND	
Leased Lots	 29
Public Access Roads	
Public Area Boundary	
Park Area	
Wildlife Area	
Signs (see sign plan)	

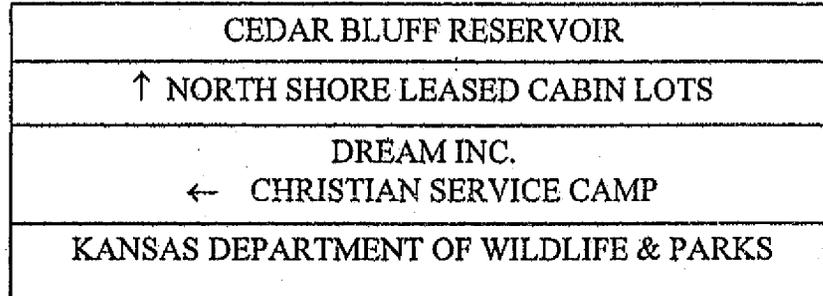


To Zurich

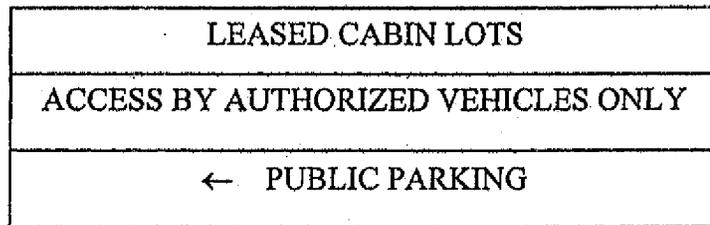
APPENDIX I: Leased Cabin Lot and Mobile Home Space Sign Plans

**CEDAR BLUFF NORTH SHORE
LEASED CABIN LOT SIGN PLAN**
(see Leased Cabin Lot Map)

1

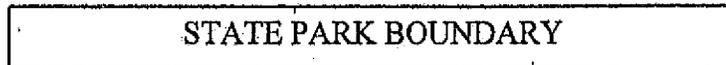


2



FRONT

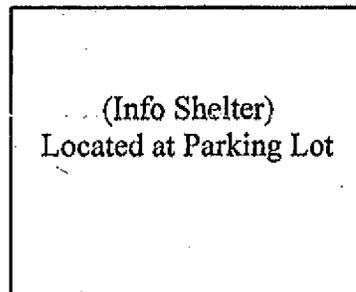
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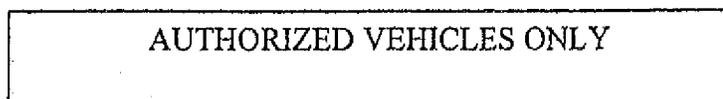
BACK



4

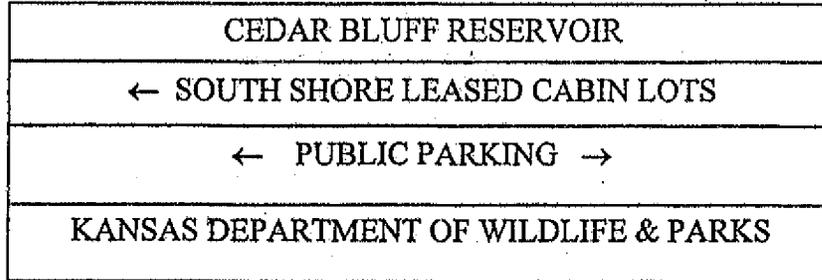


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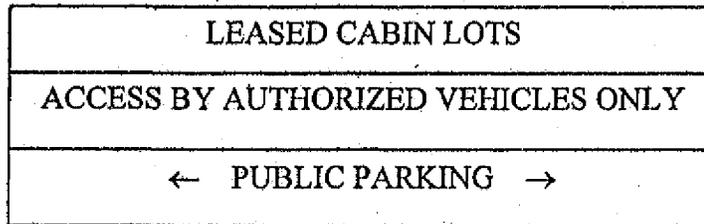


**CEDAR BLUFF SOUTH SHORE
LEASED CABIN LOT SIGN PLAN**
(see Leased Cabin Lot Map)

1

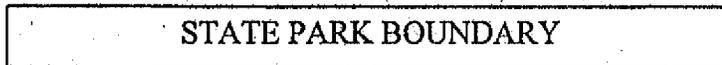


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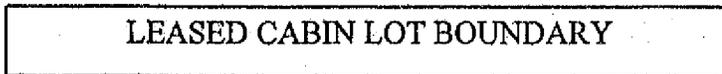


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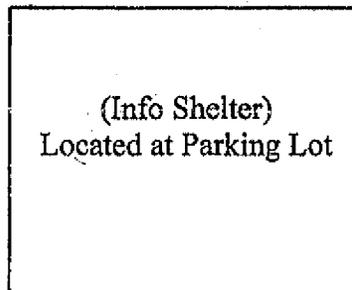
FRONT



BACK



4



**LOVEWELL
LEASED CABIN LOT AND MOBILE HOME SPACE
SIGN PLAN**

(see sign plan map)

**LOCATION
(see map)**

SIGN VERBIAGE

1

LOVEWELL STATE PARK
LEASED CABIN LOTS
↑ BOAT RAMP

2

VEHICLE PERMITS REQUIRED
BEYOND THIS POINT
(INFORMATION BOARD)

3

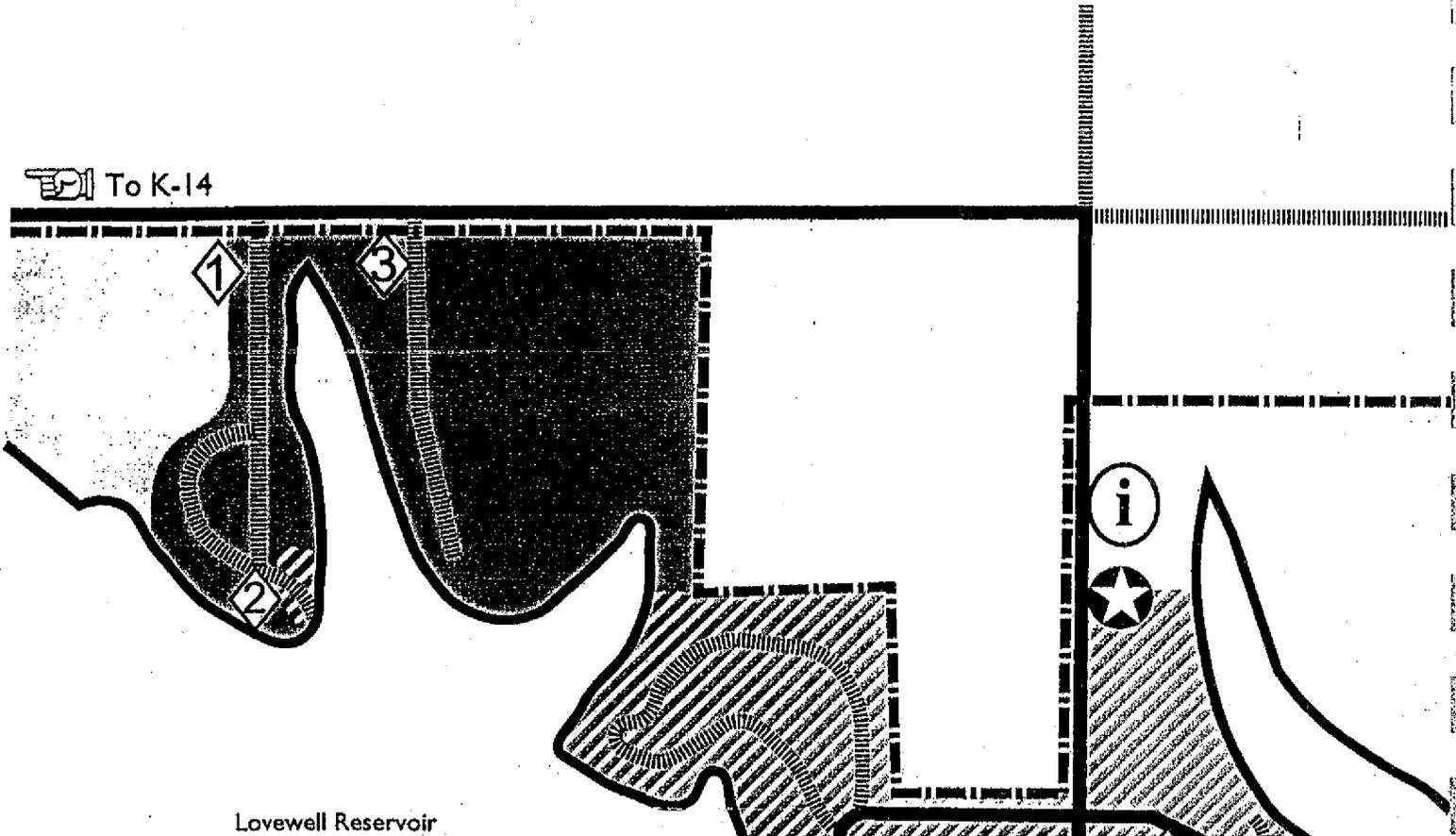
LEASED CABIN LOTS
DEAD END ROAD

4

TWIN COVES
LEASED MOBILE HOME SPACES

Lovewell Leased Cabin Lot and Mobile Home Space Sign Plan Map

➔ To K-14



Lovewell Reservoir

LEGEND

Area Office



Park Area



Park Permit Area



Wildlife Area

Information Center



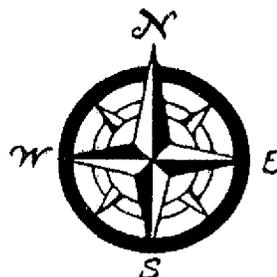
Paved Roads



Gravel Roads



Signs
(see sign plan)



**WEBSTER
LEASED CABIN LOT
SIGN PLAN**
(see Leased Cabin Lot Map)

LOCATION
(see map)

SIGN VERBIAGE

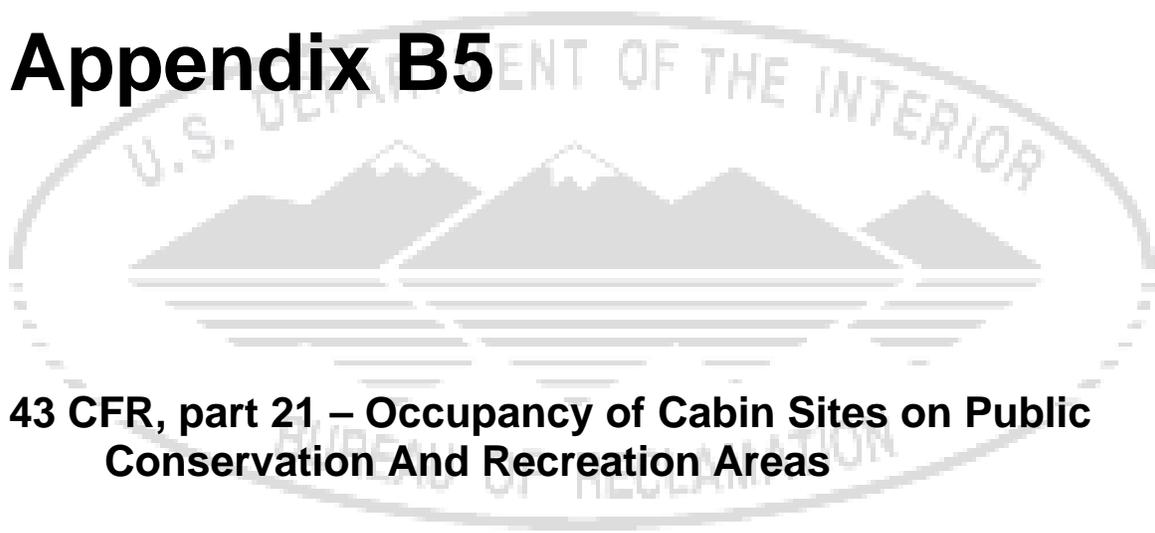
1

WEBSTER
LEASED CABIN LOTS
DEAD END ROAD

2

LEASED CABIN LOTS
DEAD END ROAD

Appendix B5



43 CFR, part 21 – Occupancy of Cabin Sites on Public Conservation And Recreation Areas

Code of Federal Regulations
Title 43 Public Lands: Interior

PART 21—OCCUPANCY OF CABIN SITES ON PUBLIC CONSERVATION AND RECREATION AREAS

Sec.

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21.7 Occupancy by trespassers.

21.8 Appeals.

Authority:

Sec. 10, 32 Stat. 390; 43 U.S.C. 373; 52 Stat. 609, as amended, 43 U.S.C. 682; R.S. 2478, 43 U.S.C. 1201; 44 Stat. 471, as amended, 43 U.S.C. 869; 76 Stat. 653, 16 U.S.C. 460; 48 Stat. 402, as amended, 16 U.S.C. 664; 33 Stat. 614, 16 U.S.C. 686; 45 Stat. 448, 16 U.S.C. 690; 43 Stat. 651, 16 U.S.C. 725; 48 Stat. 1270, 43 U.S.C. 315; 39 Stat. 535, 16 U.S.C. 3.

Source:

32 FR 8361, June 10, 1967, unless otherwise noted.

§21.1 Purpose.

This part establishes (a) when, and by what standards, use of conservation and recreation areas under private cabin permits must be modified or discontinued so as to allow the public use of such areas and (b) the procedures for renewing, extending, phasing out, or terminating private cabin permits. No current permits or any valid existing rights, are, per se, canceled by the provisions of this part. However, permits may be canceled for cause, or pursuant to termination provisions within the permit itself.

§21.2 Scope of regulations.

The provisions of this part apply to all recreation or conservation areas administered by the Department of the Interior, including recreation or conservation areas leased or transferred for administration to other Federal and non-Federal public agencies, wherever the Department of the Interior retains jurisdiction over the issuance of cabin site permits by such other agencies. The provisions of this part do not modify or cancel any existing arrangement whereby the Department of the Interior or bureau or office thereof has leased, or turned over for administration, a public recreation or conservation area to another Federal or non-Federal public agency. The provisions of this part will also provide policy

guidelines for the Departmental handling of assignments, amendments, or modifications of existing permits or agreements, but do not apply to areas transferred by deed where the United States retains a reversionary interest, nor to areas of the National Park System other than those where private cabin sites are located.

(a) The policies set out in this part shall not affect occupancy by private persons who have private rights, or rights of occupancy adjudicated or confirmed by court action, statute, or pursuant to a contract by which they conveyed to the Government the land on which a cabin or other substantial improvement is located.

(b) The policies set out in this part shall not apply to any concession contract or to any other permit or occupancy primarily granted to serve public rather than private or individual purposes— such as, permits granted to groups who assist in maintaining historic trails, or permits for youth and church group camp facilities, etc.

(c) The regulations in this part shall not supersede or substantially contravene the implementation of the Lower Colorado River Land Use Plan.

§21.3 Definitions.

(a) *Public recreation area* or *recreation area* means any land, title to which is in the United States and under the administration or jurisdiction of the Department of the Interior that is suitable for recreational purposes, including all such areas of the National Park System not excepted by §21.2, Bureau of Reclamation Reservoir areas, and any other areas dedicated to or administered by the Department for public recreational use.

(b) *Conservation area* means any land, title to which is in the United States and under the administration or jurisdiction of the Department of the Interior that is designated for fish, wildlife, or other conservation purposes, including all such areas of the National Wildlife Refuge Systems, National Fish Hatchery Systems, and any other such areas administered by the U.S. Fish and Wildlife Service; also, land administered by the Bureau of Land Management and suitable for conservation or protection of fish or wildlife.

(c) *Permit* means any lease, license, or other contract whereby a public recreation or conservation area is made available, in whole or part, to an individual or group for recreational purposes for a stipulated period of time, but does not include leases or transfers to other Federal or non-Federal public agencies.

(d) *Cabin site* means any area within a public recreation or conservation area whose occupancy and use is granted to an individual or group for a period of time by permit.

(e) *Substantial improvement* means any building, structure, or other relatively permanent facility or improvement affixed to a cabin site, utilized for human occupancy or related purposes, and costing or worth \$1,000 or more. It does not include trailers or similar removable facilities.

(f) *Investment* in a substantial improvement refers to the basic expenditure of moneys or property in kind in connection with a particular improvement. Thus, for example, where property is conveyed by testamentary or inter vivos gift, the donee will be seen only as occupying the position of the donor with respect to the time and amount of the investment since it was the donor who made the investment.

(g) *Amortization* is the process whereby the investor in a substantial improvement derives sufficient use

and/or economic benefit from the improvement over a period of time as to reasonably compensate for his investment.

(h) *Trespasser* means any person who is occupying land in a public recreation or conservation area without a valid permit.

(i) *Authorized Officer* means any person or persons designated by the head of any bureau or office of the Department with administrative jurisdiction over a particular conservation or recreation area, to make determinations and take other actions, consistent with the regulations in this part with respect to such area.

§21.4 Occupancy under permit of privately owned cabins on recreation areas and conservation areas.

(a) In any areas where the Authorized Officer determines that the recreational requirements of the general public are limited, and is an area where private cabin site use has heretofore been permitted, he may extend or renew permits. Each such existing permit and any extension or renewal thereof will be:

(1) Reviewed at least once in every 5-year period to determine that the continued use of the individual cabin site is not inconsistent with the needs of the general public for use of the area. In periodically reviewing whether the existence of private cabin sites conflicts with the best public use of an area, consideration shall be given to (i) existing and projected public need for the area, (ii) compatibility between public uses and private cabin sites, (iii) development potential and plans for the area, and (iv) other relevant factors.

(2) Whenever the Authorized Officer determines that the public need for use of a recreation or conservation area has grown to a point where continued private cabin site use is no longer in the public interest, the procedures set forth in paragraph (b) of this section will be invoked to phase out existing permits by reducing and eliminating renewals, or extensions, consistent with protection of legitimate investment in improvements. These determinations and the reasons therefor shall be published in the *Federal Register*, together with such other forms of public notice as may be appropriate and necessary as determined by the Authorized Officer.

(3) Except as otherwise provided in an existing permit, no substantial improvement may hereafter be placed on any cabin site under permit without the prior approval of the Authorized Officer, and on such terms as the Authorized Officer may provide, consistent with public need. All renewed or extended permits shall contain this provision. Any such provision shall expressly state that the permission to place a substantial improvement on the site is a limited license subject to public need for the area and does not give the owner of the improvement any interest in the land or any special rights or equities, other than the right to remove the improvement at any time, subject to the land being left in reasonably unimpaired condition. This provision shall expressly stipulate that the owner shall have as a time period within which to amortize his investment in a substantial improvement placed on the site after the date of the regulations in this part, only the period of his existing permit, together with such extensions of his permit as may be granted consistent with the regulations in this part.

(b) Whenever the Authorized Officer determines, pursuant to paragraph (a)(2) of this section that the needs of the general public for a particular public recreation or conservation area are sufficient to be inconsistent with further use of that area for private cabin sites, no further extension, or renewals of permits for any individual site shall, except as otherwise required by law, be granted for any period extending more than 5 years after the effective date of that determination: *Provided, however, That,*

except as otherwise required by law, if an investment was made in a substantial improvement upon a site before the effective date of this part, the extension or renewal of the permit for such site shall be made for a period sufficient to permit 20 years amortization of the investment from the date of the investment in the improvement upon the site, unless the Authorized Officer finds that the needs of the general public for that site require that the extension or renewal be for a lesser period. Thus, for example, if a permit for the site is purchased before the effective date of the regulations in this part with the substantial improvement then in place, for a consideration of \$1,000 or more, such amortization period runs from the purchase date, and is not affected, in any event, by the date of the determination under paragraph (a) of this section. The amortization period for any investment in a substantial improvement on or after the effective date of the regulations in this part is covered by paragraph (a)(3) of this section, this paragraph (b), and paragraph (b)(5) of this section.

(1) Any permit, in an area required for general public recreation or conservation use, that expires prior to 5 years after the determination described in this paragraph (b), may, if otherwise authorized by law, be extended to the end of such 5 years if the Authorized Officer determines that such extension is necessary to the fair and efficient administration of this part.

(2) Any renewal or extension of a permit pursuant to this part shall be subject to the condition that the occupant maintain the site and the improvements thereon in a good and serviceable condition, ordinary wear and tear excluded.

(3) Any renewal or extension of a permit shall expressly state its termination date and that there will be no extension or renewal thereafter, except as provided by this part. Permits shall expressly state that they grant no vested property right but afford only a limited license to occupy the land, pending a greater public use.

(4) Upon termination of occupancy under a permit, its renewal or extension, the permittee shall remove his improvements from the site within 90 days from the date of termination, and the land shall be left in reasonably unimpaired condition and as near to its original undisturbed condition as possible. Any property not so removed shall become the property of the United States or may be moved off the site, at the cost of the permittee. Any renewal, or extension, of a permit shall state these requirements.

(5) Voluntary and involuntary transfers of cabin site permits, including by sale, devise, inheritance, or otherwise, may be permitted, subject to approval by the Authorized Officer, subject to the terms, conditions, and restrictions in the permit. No such transfer shall operate to extend the terms of a permit. A transfer after the effective date of the regulations in this part shall give the transferee no rights in addition to those which the transferor had. Where any transfer of a cabin site permit is approved, the approval shall state in writing the requirements of this paragraph, and include the statement that the amortization period for any substantial improvement located on the site shall be limited to the period to which the transferor would have been entitled under the regulations in this part.

(6) Nonuse of a site for a period of more than 2 consecutive calendar years shall terminate the permit without right of renewal (subject to the specific terms of the permit): *Provided, however,* That where the nonuse is the result of the death, illness, or military service of the permittee the Authorized Officer may waive such nonuse. In such case, sale or transfer of the improvement may be made for the unexpired portion of the permit and subject to the provisions for amortization set forth in this section. The Authorized Officer may make exceptions to this termination provision in any case where he determines that the needs of the general public so require (see introductory text of this paragraph (b)). All permits renewed, or extended after the effective date of this part shall state the requirements of this paragraph.

§21.5 Occupancy under permit of Government-owned cabins on public recreation and conservation areas.

(a) Those permittees who occupy Government-owned cabins, including those whose permits currently have expired, but previously have been renewed on a year-to-year basis, may have their permits renewed up to July 1, 1969. After that date, the permits shall not be renewed and shall be terminated finally except upon a determination by the Authorized Officer that a renewal or extension is fully consistent with the public use of the area.

(b) The provisions for amortization of substantial improvements do not apply to this type of occupancy.

§21.6 Cabin site occupancy where a recreation or conservation area has been leased to, or turned over to, another Federal or non-Federal public agency for administration.

(a) After the effective date of this part, any agreement whereby a recreation or conservation area is leased or turned over to another Federal or non-Federal public agency for administration, shall include the requirement that any permits to individuals, groups or others issued or extended by another Federal or non-Federal public agency to whom an area has been leased or transferred for administration, shall comply with, and set forth on the face of the permit, the requirements stated in this part. Similar requirements shall be applied in situations where an existing agreement reserves such authority to this Department.

(b) All such arrangements between another public agency and a permittee (see §21.2) shall be reviewed by the Authorized Officer to assure full compliance with those provisions of the permit which are designed to assure performance in the best interests of the general public.

(c) Renewals, extensions, or new leases or transfers to other Federal, State, or local agencies for administration of public recreation areas, shall be granted only pursuant to the policies set forth in this part, and only upon an affirmative finding by the Authorized Officer that they are fully consistent with present and future public uses. All applicable safeguards set forth in this part, including the protection of future public uses, shall be expressly incorporated into such leases or transfers.

§21.7 Occupancy by trespassers.

Occupants of cabin sites who do not hold a valid permit for the occupancy or use of the site, shall be required to surrender occupancy, failing which legal action shall be taken. Nothing herein shall grant any rights to a trespasser.

§21.8 Appeals.

Any determination made pursuant to any of the provisions of this part may be appealed to the Director, Office of Hearings and Appeals, in accordance with the general rules set forth in subpart B of part 4 of this title and the special procedural rules in subpart G of part 4 of this title, applicable to proceedings in appeals cases which do not lie within the appellate jurisdiction of an established Appeals Board of the Office of Hearings and Appeals.

[36 FR 7206, Apr. 15, 1971]