

DECEMBER 10, 2003

PARK DIRECTIVE 3185

USE PERMITS

This policy establishes the criteria, procedures, fees and special considerations for the granting of Use Permit Agreements for residential access (individuals and developers), utility companies, and highway departments. A Use Permit Agreement shall give the holder legal permission to use Arkansas State Parks (ASP) land under a defined set of terms and conditions.

I. CRITERIA

- A. The Real Estate Officer shall determine if the requester has made every reasonable effort to secure access through properties other than those belonging to ASP and that those efforts have been denied, proven unfeasible, or deemed inaccessible.
- B. The Real Estate Officer shall determine that the granting of the requested Use Permit Agreement will not:
 - 1. Have a permanent detrimental impact upon a park or a museum's natural, archeological or historical resources,
 - 2. Will not substantially affect State Park's or the public's ability to fully utilize property adjacent to the requested permit area, and
 - 3. Does not conflict with a park's or museum's Master Plan or Long Range Development Plan.

II. PROCEDURES

- A. The Requester
 - 1. The requester shall submit a request for the Use Permit Agreement in writing to: Real Estate Officer, Planning & Development Section, Arkansas State Parks, One Capitol Mall, Little Rock, AR 72201.

2. The request should include the following information:
 - a. The reasons for the request: who, what, where, how, and why,
 - b. A preliminary map reflecting the location of the proposed request and all other pertinent lands/boundaries,
 - c. Information showing any other access options available and other attempts to secure access to the Requestor's property, including the results of such effort.

B. The Real Estate Officer

1. The Real Estate Officer shall provide research, secure recommendations from staff, etc., consisting of:
 - a. Reviewing the request with the Park Superintendent/Museum Director, inspecting the requested permit area, soliciting their recommendations, and contacting the Regional Supervisor for comments.
 - b. If necessary to provide clarification of ownerships, boundaries etc., researching county courthouse records or State Park land surveys.
 - c. Analyzing the information gathered to determine the validity of the request and obtaining any other information necessary to make a recommendation to the Manager of Operations, Manager of Planning & Development, the Arkansas State Parks Director and the Arkansas State Parks, Recreation, and Travel Commission.
2. The Real Estate Officer shall prepare a memorandum and draft Use Permit to the Manager of Planning & Development and the Arkansas State Parks Director offering a recommendation based upon

information gathered to include an analysis of what impact, if granted, a Use Permit would have on the park/museum (see I. B.)

The Real Estate Officer shall determine that the terms and conditions as recommended to the Commission and as indicated in the draft Use Permit Agreement are acceptable to the Requestor. If all or part of the terms and conditions are unacceptable to the Requestor, the Real Estate Officer must then determine if the request or draft Use Permit Agreement should be dropped or modified.

The final memorandum shall include:

- a. Facts of the request as presented by the Requestor,
 - b. Any research or information that was necessary to verify, clarify, or amplify the information supplied by the Requestor,
 - c. The recommendation of the Park Superintendent / Museum Director, Regional Supervisor, Real Estate Officer, and the Chief Planner,
 - d. Surveys, plat maps, photographs, etc.,
 - e. A draft Use Permit to include any special conditions or restrictions (if applicable).
3. The Real Estate Officer will notify the Requestor and the Park Superintendent / Museum Director that a Memorandum is being sent to the Commission for consideration. The notification will include the date, time, and place of the Commission's meeting.

C. The Review

The Arkansas State Parks, Recreation, and Travel Commission shall review the Use Permit Agreement request and shall approve or disapprove such a request.

1. Disapproval - If a request is disapproved the Real Estate Officer shall advise the Requestor in writing of the Commission's action, reasons for the action, and must copy all staff listed at II. B. 1. a. and II. B. 2.

2. Approval - If a request is approved, the Real Estate Officer shall notify Requestor of approval.

D. The Records / Reports

Upon approval, the following procedures will be followed:

1. The Requestor will contact a registered land surveyor, arrange and pay for a survey, and provide Arkansas State Parks with a legal description.
2. The Real Estate Officer shall send the Use Permit Agreement, to include the legal description, to the Requestor for signature(s) and request fee payment.
3. Upon return of the signed Use Permit Agreement from the Requestor, the Real Estate Officer shall obtain the Arkansas State Parks Director's signature on the Use Permit Agreement.
4. The Real Estate Officer shall obtain a copy of the Commission Minute Order approving the request from the Executive Director's Executive Assistant and shall file said document with the original fully executed Use Permit Agreement.
5. The Real Estate Officer shall file the Use Permit Agreement at the local county courthouse. All filing expenses shall be borne by the Requestor.
6. The Real Estate Officer shall send copies of the fully executed Use Permit Agreement to the Requestor, the Park Superintendent / Museum Director, and shall file the original in the land records file.
7. The Real Estate Officer shall file a hard copy in the open files and e-file to records.
8. The Park Superintendent / Museum Director shall inspect and assure that the terms and conditions in the consummated Use Permit Agreement are being followed and if not shall notify the permittee in writing for corrective action and report any violations to the Real Estate Officer.

III. FEES

- A. The residential and commercial development permittee shall pay associated expenses involved with processing the request for a Use Permit Agreement, which may include actual expenses and hours of time involving State Park personnel. The fee charged to the permittee will be determined on a case by case basis and approved by the Arkansas State Parks, Recreation, and Travel Commission. In addition, the permittee will be responsible to contract with a surveyor and pay for all necessary services. The survey will be performed by a registered land surveyor. Permittee will provide Arkansas State Parks with a copy of the legal description and survey.
- B. Utility companies and government agencies permittees that develop or replace bridge improvements, new highways, widening of roads and/or installation of utilities that are being placed for the good of the community shall not be charged a fee.

IV. PERMIT CONDITIONS / PERMITTEE RESPONSIBILITIES

The Real Estate Officer shall determine if there is a need to insert any special conditions or restrictions in the standard Use Permit Agreement. The following are some, but not necessarily all, of the conditions/restrictions that could be used with the standard Use Permit Agreement:

- A. Residential Access Use Permits and any rights thereunder are not assignable without prior written consent of Arkansas State Parks and do not run with the land. Use Permit Agreements for utility companies and highway departments shall be in perpetuity, excluding abandonment of the described use.
- B. The permit area for residential access shall be twenty (20) feet total width or ten (10) feet on each side of a surveyed center line. Other use permit request right-of-way widths will be approved on a case by case basis. Permittees agree to promptly pay Arkansas State Parks for all damages caused to the lands by construction or maintenance outside the permit area. Any removal of vegetation shall be coordinated with the Park Superintendent / Museum Director.
- C. Residential access Permittees shall be responsible for providing and maintaining a locked entry gate at a location designated by the Park Superintendent / Museum Director or designated representative.

- D. Residential access Permittees shall provide the Park Superintendent / Museum Director or designated representative with keyed access to the gate for operational purposes, fire protection, law enforcement, or other management duties.
- E. Residential access Permittees shall place and maintain a sign at the gate stating Private Drive. This shall be the only access granted by State Parks.
- F. All development and maintenance of use permit areas shall be at the expense and responsibility of the Permittee.
- G. Permits shall not in any way authorize any development or activity which is in conflict with any City, County, State or Federal law.
- H. No structures or improvements of any kind shall be constructed or placed upon the permit area, nor the terrain altered in any manner, nor shall any timber or other vegetation be removed without prior written consent of Arkansas State Parks.
- I. The Permittee shall be responsible for controlling all erosion resulting from the use or development of the permit area.
- J. All improvements within the permit area shall become, upon termination of the use permit, the property of the State of Arkansas, Department of Parks and Tourism. The Department, upon termination, may require Permittees to remove any or all improvements within the permit area.
- K. Any merchantable timber 6" in diameter (DBH - diameter, breast height) and greater that is removed by the Permittee in order to improve the permit area shall result in the Permittee compensating Arkansas State Parks for such timber at the market rate value in the local area.
- L. The Permittee hereby assumes responsibility for all damages and injuries to persons and property which may result by reason of construction, operation, maintenance, repair and replacement of the permitted use and agrees and covenants to hold the Arkansas Department of Parks and Tourism harmless from any such claim or claims.
- M. This agreement may be terminated by Permittee or Arkansas State Parks with sixty (60) days written notice for default of any of the above terms or conditions or if the property is vacated for a period of 120 days.

- N. The Use Permit shall not be amended, modified, or altered in any way except in writing.
- O. Nothing in this Permit shall interfere with the fulfillment, obligations, and rights of Arkansas State Parks to manage its lands and programs.

Related PD - 3180 Unauthorized Structures

APPROVED BY: _____
GREG BUTTS, DIRECTOR
Arkansas State Parks