



**Grand River Dam Authority is an agency of the State of Oklahoma.  
Fully supported by customer revenues instead of taxes.**



**LEGAL DEPARTMENT  
P. O. Box 409  
VINITA, OK 74301  
918-256-5545**

**APPLICATION FOR LICENSE TO ENCROACH UPON LANDS OWNED BY GRDA**

<i>FOR GRDA USE ONLY:</i>		
Reservoir _____	GRDA Map & Tract Number _____	Permit Number _____
<b>\$50.00 FEE SUBMITTED WITH APPLICATION?</b> _____		<b>FERC INVENTORY ENCR #</b> _____

FULL AND COMPLETE NAME OF APPLICANT(S): \_\_\_\_\_  
(For title purposes, the License should be issued to the individuals named on the Applicant's deed of conveyance)

EMAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: home \_\_\_\_\_ work \_\_\_\_\_ cell \_\_\_\_\_

Legal Description of Applicant's land adjacent to encroachment on GRDA property:

Section \_\_\_\_\_, Township \_\_\_\_\_ N, Range \_\_\_\_\_ E in \_\_\_\_\_ County **OR**  
Subdivision \_\_\_\_\_ Lot \_\_\_\_\_  
Block \_\_\_\_\_ in \_\_\_\_\_ County, Oklahoma

LAKE ADDRESS: \_\_\_\_\_  
City State Zip

**TO THE GRAND RIVER DAM AUTHORITY:**

I hereby make application for a License to Encroach as follows:

1. Nature of Encroachment (ie house, deck, shed, etc): \_\_\_\_\_  
(Applicant should include a drawing and photographs of the encroachment)
2. Encroachment constructed of: \_\_\_\_\_
3. Square footage of encroachment: \_\_\_\_\_
4. Requesting License for \_\_\_\_\_ years (maximum license is 30 years)
5. Date improvement **was** built (must be prior to **June 1, 2005**): \_\_\_\_\_
6. \_\_\_\_\_ New License  
\_\_\_\_\_ Transfer of License from \_\_\_\_\_

**TERMS AND CONDITIONS**

In consideration of the Grand River Dam Authority granting a License to Encroach to the Applicant, Applicant hereby consents and agrees to the following:

1. Applicant agrees to abide by the provisions of 82 O.S. § 861 *et seq*; the Oklahoma Administrative Code Rules 300:25-1-1 *et seq* and the Rules and Regulations Governing the Use of Shorelands and Waters of GRDA, which are incorporated and made a part of this agreement.
2. Applicant acknowledges that a License to Encroach may be revoked at any time by GRDA.
3. If GRDA does, in fact, cancel said License of Applicant, Applicant shall be wholly responsible for all costs, including, but not limited to, costs of removal and reclamation, any court costs and attorney fees incurred by the Authority for removal of said structure from GRDA’s property.
4. Applicant agrees to maintain the encroachment in a safe and orderly condition and not to enlarge the encroachment.
5. Applicant, his agent, heirs, representatives or assigns, agree that actions taken on said encroachment or GRDA property shall be at his own risk, and GRDA is hereby released from any and all claims for injuries or damages incurred while on GRDA’s premises. Applicant, his heirs, representatives or assigns agree that they will indemnify and save harmless GRDA against any and all claims for damages to property, or injuries received by anyone, as a direct or indirect result from the Applicant’s encroachment upon GRDA’s property, arising either from alleged or in fact negligence of Applicant, his agents, representatives, servants or guests; and Applicant further agrees to defend any and all suits filed or prosecuted against GRDA, and to pay any and all judgments, together with court costs, attorney fees and all other expenses of defending such suits.
6. Applicant grants permission to GRDA, through its authorized employees, to physically inspect Applicant’s improvement when necessary and reasonable and to enter upon Applicant’s property for the purpose of gaining access to the encroachment.
7. Applicant agrees to promptly pay the annual fee imposed by GRDA for the privilege of placing and maintaining the encroachment. The application fee and first year’s annual fee shall be submitted prior to the issuance of said License.

Applicant verifies that he/she has read the above and foregoing provisions, together with the Rules and Regulations and Instructions mentioned herein, and fully understands them, is aware of their contents and agrees to be bound by said terms and conditions.

\_\_\_\_\_   
 Date

\_\_\_\_\_   
 Signature of Applicant

The completed Application for License to Encroach, the application fee, and all other requested documentation should be forwarded to the address at the top of this Application.

Applicant's Checklist:

- \_\_\_\_\_ Deed evidencing applicant's ownership of property adjacent to the encroachment.
- \_\_\_\_\_ Survey evidencing encroachment and containing the following items:
  - a. the GRDA taking line;
  - b. the square footage of the encroachment (this includes all structures and cement/asphalt areas);
  - c. the legal description of the encroaching structures
  - d. the flowage easement in relation to the encroachment.
- \_\_\_\_\_ Application fee of \$50.00. Fee must be submitted with Application. If a property is being sold, both the seller and buyer must submit a separate application along with an application fee.
- \_\_\_\_\_ Copy of the flowage easement for the subject area (if applicable). This document can be found in your abstract of title.

**Instructions for License to Encroach**

A license to encroach must be obtained for improvements built prior to **June 1, 2005** upon property owned by GRDA. The procedure for obtaining a license to encroach is found at 82 O.S. § 874.2 and the Oklahoma Administrative Code Rules 300:25-1-1. The following is a summary of those rules. The applicant should fully review the rules prior to submitting their application. These rules are contained in the Rules and Regulations Governing the Use of Shorelands and Waters of Grand River Dam Authority posted on the GRDA website at [www.grda.com](http://www.grda.com).

1. Improvements are buildings, retaining walls, cement or asphalt patios, steps, or other permanent or temporary structures or improvements located on or attached to GRDA lands.
2. To be eligible for a License, the improvement must be **in existence prior to June 1, 2005**. Further, a License will only be issued to improvements related to residential property.
3. Applicant must be the adjacent landowner to GRDA's property where the encroachment is located.

For the initial issuance of a license, a survey will be required. See contents of survey listed above.

4. A license to encroach must be approved by the GRDA Board of Directors. The yearly value of the license shall be included in the license and may be a standard value or a separately appraised value submitted by the Applicant and approved by the Board. A minimum fee will apply.
5. A license to encroach shall not exceed 30 years, may be assigned upon approval by the GRDA Board of Directors, and will transfer to the heirs, legatees and devisees upon the death of the holder.
6. The License does not give the holder a right to increase the encroachment, however, the holder must maintain the existing improvement in a safe manner.
7. Violation of the terms and conditions of the license or the failure to pay any amounts due GRDA shall subject the License holder to legal or administrative action or both.
8. Upon approval by the GRDA Board of Directors, Applicant will be required to submit the first year's annual fee prior to issuance of the License.

9. Transfers of a License will follow the same procedure for a new license, however, Applicant should contact GRDA prior to obtaining a new appraisal or new survey. GRDA may waive said requirements in its discretion related to the transfer of a License.
10. Applicant is responsible for obtaining any necessary approvals required by other local, state or federal agencies, including the U.S. Army Corps of Engineers related to the flowage easement (if applicable). If the structure is within the flowage easement, the flowage easement must be indicated on the survey.
11. Questions should be addressed to GRDA's legal department at the address above or by phone.