



**GENERAL GUIDELINES FOR
RESIDENTIAL SHORELINE PERMITTING
&
PERMIT TERMS AND CONDITIONS**

LAKES: LAY, MITCHELL, JORDAN & BOULDIN
FERC Project No. 2146

Corporate Real Estate – Shoreline Management
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FOR LAKE INFORMATION, PLEASE CALL (205) 755-4420
or visit Alabama Power's website <https://apcshorelines.com/>

<u>LAKE</u>	<u>FULL POOL (SUMMER) LEVELS</u>	<u>APC FEE OWNERSHIP</u>	<u>FLOWAGE EASEMENT</u>
LAY	396' MSL	397' to 406' MSL*	397' to 410' MSL*
MITCHELL	312' MSL	317' MSL	
JORDAN	252' MSL		**
BOULDIN	252' MSL	253' MSL	

* Range in elevation dependent on location, call Shoreline office.

** Lake Jordan Control Strip 15 horizontal feet from 252' MSL (where applicable)

PURPOSE

The purpose of these guidelines is to help you understand Alabama Power Company’s policies and parameters for residential permitting activities on and around lakes managed by Alabama Power Company. Alabama Power Company owns the pool property of these lakes and in some areas has additional property rights along the shoreline (“Project Lands and/or waters”) and has constructed and is maintaining and operating dams on these lakes for the purpose of generating electrical energy under licenses issued by the Federal Energy Regulatory Commission (“FERC”). The FERC licenses authorize Alabama Power Company to institute a system of permits for certain activities and uses of the Project Lands and/or waters. **These guidelines are not intended to be all-inclusive** and do not attempt to address every specific situation that may exist on the lakes. They are provided as general guidelines to assist you in your decision to build or maintain structures on or within the Project Lands and/or waters. These guidelines are implemented by Alabama Power Company to facilitate orderly and reasonable shoreline management of these lakes, recognizing that peculiarities in shorelines and property lines exist and may require flexibility on the part of Alabama Power Company and/or landowners. Sizes and dimensions stated below are considered to be a maximum allowed and may not be allowable in every situation.

Alabama Power Company issues permits for activities on and around the lakes pursuant to its FERC licenses. If you have questions regarding your electric service from the power lines to the meter connection, you should contact the utility providing your electric service. For questions regarding your use or operation of, or problems with, your metered electric service/system, you should contact a licensed electrician.

ALABAMA POWER COMPANY RESERVES THE RIGHT TO MAKE EXCEPTIONS AND MODIFICATIONS TO THESE GUIDELINES AT ITS SOLE DISCRETION.

OVERVIEW OF GUIDELINES

These guidelines provide permitting criteria and procedures for the following categories of activity on Project Lands and/or waters:

Residential Shoreline Construction Activity

- includes the construction and maintenance of non-habitable structures, as well as other ground-disturbing activity, on or near the shoreline of the lake, such as and similar to: piers, landings, boat docks, boathouses, boat ramps, gazebos, bank stabilization, dredging, landscape plantings, and re-grading;

Elevated Single-Family Structures (Lay ONLY)

- includes construction of stilted single-family residential structures intended for or capable of human habitation that are located within Alabama Power Company’s flood easement elevation; and

Legacy Structures

- includes maintenance of existing structures that generally have not been previously permitted by Alabama Power Company and are not compliant with the “Criteria for Non-Transferable Lakeshore Use Permits” set forth below, due to the nature, size, or dimensions of the structures and their location on or within Project Lands and/or waters.

Alabama Power Company issues three types of residential shoreline permits:

1. **Non-Transferable Lakeshore Use Permit.** Used for Residential Shoreline Construction Activity and unenclosed Legacy Structures.
2. **Elevated Structure Permit.** Used for Elevated Single-Family Structures. **(Lay ONLY)**
3. **Conditional Legacy Lakeshore Use Permit – Enclosed.** Used for enclosed Legacy Structures.

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SECTION ONE

INITIAL STEPS FOR ALL PERMITS

This section applies to all permits – Non-Transferable Lakeshore Use Permits, Elevated Structure Permits, and Conditional Legacy Permits – Enclosed.

Contact your local Alabama Power Company Shoreline Management Office prior to beginning any construction on or within Project Lands and/or waters. **A written permit must be obtained from Alabama Power Company before any construction begins. Verbal approval is not sufficient.**

A representative of Alabama Power Company will be available to meet with you at the site to discuss and review your proposed work. In order to receive a permit, you must complete the “Request for Lakeshore Use Permit” (which may be found at <https://apcshorelines.com/shoreline-management/>) and provide the following to your local Alabama Power Company Shoreline Management office:

- (i) a signed copy of these guidelines, and
- (ii) a copy of the current deed for the property or a copy of the lease if the property is being leased, along with
- (iii) any other necessary supporting documentation as determined and required by Alabama Power Company.

Alabama Power Company will review the Request for Lakeshore Use Permit and determine eligibility, the appropriate permit(s) for your proposed work, and whether a retrofit or modification is required.

NO PERMITS WILL BE APPROVED AND NO CONSTRUCTION WILL BE ALLOWED WITHOUT A FULLY EXECUTED “REQUEST FOR LAKESHORE USE PERMIT” AND ALL SUPPORTING DOCUMENTS BEING PROVIDED TO ALABAMA POWER COMPANY.

SECTION TWO

CRITERIA FOR NON-TRANSFERABLE LAKESHORE USE PERMITS

APPLICABLE TO RESIDENTIAL SHORELINE CONSTRUCTION ACTIVITY AND UNENCLOSED LEGACY STRUCTURES

The following criteria pertain to Non-Transferable Lakeshore Use Permits for new and certain existing shoreline structures.

Lots with less than 100 linear feet of shoreline may be restricted or may not be eligible for structures.

SETBACK: Any and all lake front property construction (piers, ramps, boathouses, wet slips, PWC flotation, etc.) should be set a minimum of 15 feet from an extension of your property line into the lake. It is solely your responsibility to ensure the setback is maintained for the life of the structure.

NARROW SLOUGH: In a narrow slough, no structure can extend over 1/3 way across the slough (including vessels moored at the structure).

STRUCTURE SIZE AND CONFIGURATION: The total allowable square footage for structures (*e.g.*, floating dock, boathouse, wet slip) is **1220** square feet. Structures shall not exceed 50 feet in length. Any walkway to a pier or boathouse that is 6 feet or less in width is not counted in the allowable square footage. Covered (roofed) structures must be open and cannot be walled or enclosed; however, a portion of one exterior side may be walled for the placement/construction of an approved storage area. Storage areas must be placed on the portion of the structure closest to the shoreline, excluding any walkway. Pavilions, gazebos or any other appurtenant structure cannot be enclosed or walled except that screening may be used for the exterior walls of the structure. No garbage or foreign materials (remnants of building material, old appliances, tires, etc.) are to be placed on or within the Project Lands and/or waters. Non-reflective materials must be used. No habitable fixtures (*i.e.*, toilets, sinks, showers, bathtubs, etc.) are allowed.

WALLED STORAGE STRUCTURES IN EASEMENT: The owner of any walled storage structure (*e.g.*, storage building, storage shed, boat storage facility, etc.) situated on Alabama Power Company’s flood easement property must accommodate Alabama Power Company’s flood storage area by either elevating the structure to where the base floor (or any portion located beneath the base floor) is located above Alabama Power Company’s flood storage area or venting the structure to allow a sufficient amount of water to freely enter and exit the structure. For either measure chosen, Alabama Power Company may require the owner to provide Alabama Power Company with certification from a licensed engineer or contractor affirming the ability for a sufficient amount of water to freely enter and exit the structure and otherwise to accommodate Alabama Power Company’s flood storage area, and Alabama Power Company reserves the right to require recertification of these requirements at any time. Alabama Power Company does not represent or warrant that any elevation and/or venting measure undertaken is safe or suitable for any structure. Alabama Power Company requires these elevation and/or venting measures **ONLY** to protect its flood storage area and/or property rights and makes no warranty regarding the safety or suitability of any elevation and/or venting measure. Any walled structure must comply with Alabama Power Company’s minimum setback requirements. Ultimately, whether any walled structure adequately allows for the free flowage of water and otherwise accommodates Alabama Power Company’s flood storage area is to be determined by Alabama Power Company in its sole and unfettered discretion. Habitation of any walled storage structure situated within Alabama Power Company’s flood storage area is not allowed.

ELEVATED SINGLE-FAMILY STRUCTURES: See Section Four below entitled “Criteria for Elevated Structure Permits.” Applicable only to Lay Lake.

FLOTATION: With regard to floating structures, flotation shall be encased or closed cell (extruded) expanded polystyrene of good quality and manufactured for marine use, which will not become waterlogged or sink when punctured. All beaded foam material being replaced shall be removed from the lake and properly disposed of within one (1) year of permit issuance.

LEGACY STRUCTURES: Notwithstanding noncompliance with some criteria in this section, unenclosed Legacy Structures may be eligible for a Non-Transferable Lakeshore Use Permit. An “unenclosed” structure is a structure containing no more than three walls, such that water can freely enter and exit the structure. See Section Five below entitled “Criteria for Conditional Legacy Lakeshore Use Permits – Enclosed” for criteria pertaining to enclosed Legacy Structures.

PWC FLOTATION: Permittees are allowed two PWC floats in addition to their permitted structure(s), so long as the permitted structure(s) is in compliance with these guidelines and the PWC floats maintain the requisite setback.

BOAT RAMPS: Boat ramps shall not exceed 20 feet in width and may extend into the lake only a reasonable distance from the shoreline, which will be determined by Alabama Power Company depending on location.

BANK STABILIZATION: Rip rap and natural bank stabilization are the preferred methods of erosion control; however, use of seawalls will be evaluated on a case-by-case basis. Approved seawalls should be constructed as close to the existing shoreline as possible for the purpose of preventing erosion of the shoreline bank. The source and kind of backfill must be approved by Alabama Power Company. Backfill may be placed only to the contour of the natural slope of the property. No debris or foreign materials may be used as backfill. No new creosote products may be used. Rip rap must be placed at the toe of all new and reconstructed seawalls two feet above the lakebed and two feet out from the bottom of the seawall.

BUFFER ZONE: In order to enhance and protect wildlife habitat and nearshore environments, Permittee shall maintain a minimum 15-foot wide natural vegetative buffer on Alabama Power fee-owned lands (and recommends the same within Alabama Power flood easements) measured horizontally from the top of the normal full pool of the lake (the "buffer zone"). A permit is required for any work within the buffer zone. Approval must be sought for any construction within the buffer zone before work can begin. Some typical activities requiring permits include: gazebos, decks, any tractor work, and walkways (four foot wide maximum). The following items will not be allowed within the buffer zone: change in contour, sod and grass, habitable structures, fences, wells, gardens, garbage, foreign materials, removal of trees over three inches in diameter, and clearing of shrubs over four feet tall.

DREDGING: Dredging material from the lakebed must be approved by Alabama Power Company prior to the removal of **any** material. Applications for dredging will be reviewed on a case-by-case basis and may require additional documentation. The proposed location of the spoil site for placement of dredged materials must be identified and included with the application. Spoil may not be placed in a wetland, stream, lake waters, or other "waters of the U.S." as defined by the U.S. Army Corps of Engineers. In addition, spoil material may not be placed on a known cultural resource site or a site with a potential to contain cultural resources.

RESIDENTIAL WATER WITHDRAWAL: Permittees may withdraw water from the lake for residential use. Permission may be temporarily suspended by Alabama Power Company in the event drought conditions exist. Nothing herein authorizes Permittees to withdraw water for commercial purposes.

COVENANTS/DESIGN SCHEMES: Alabama Power Company cooperates with developers on these lakes and encourages compliance with covenants and/or other regulatory/design schemes put in place by the developers in order to encourage best practices for shoreline management within the developments. It is your responsibility to obtain the necessary architectural board approvals, if such approval is a requirement, prior to construction.

Lots purchased in Alabama Power Company subdivisions may be subject to additional restrictions.

ALABAMA POWER COMPANY RESERVES THE RIGHT TO MAKE EXCEPTIONS AND MODIFICATIONS TO THESE CRITERIA AT ITS SOLE DISCRETION.

PERMIT ISSUANCE: Upon approval by Alabama Power Company and payment of the requisite permit fee, you will be issued a complete Permit and a pending permit tag will be placed on your lot. You will have **one year** to complete construction. Once construction is complete, **you must notify Alabama Power Company of the completed construction**, and a representative will confirm compliance with the terms of the permit and take photographs of the structure, remove the pending permit tag from your lot, and **affix a permit tag to your structure that must remain on the structure for the life of the permit.**

PERMIT FEE IS \$250.00 (THERE IS NO PERMIT FEE FOR UNENCLOSED LEGACY STRUCTURES)

SECTION THREE

TERMS AND CONDITIONS OF NON-TRANSFERABLE LAKESHORE USE PERMITS

{THESE TERMS AND CONDITIONS DO NOT APPLY TO ELEVATED STRUCTURE PERMITS OR CONDITIONAL LEGACY LAKESHORE USE PERMITS-ENCLOSED, WHICH ARE GOVERNED BY THE RECREATIONAL SITE AGREEMENT}

- 3.1 Any Non-Transferable Lakeshore Use Permit ("Permit") granted by Alabama Power Company (the "Company") to the recipient(s) of the Permit as specified therein ("Permittee") is solely for the purpose described in the Permit.
- 3.2 For Existing and New Structures: For structures to be modified or constructed, the Permittee shall have obtained the Company's approval prior to beginning modification or construction, and no addition or design change shall be made to the permitted facility without prior approval by the Company.
- 3.3 For Legacy Structures: **In the event the Legacy Structure is destroyed, any replacement structure proposed by the Permittee must comply with the Company's current "Criteria for Non-Transferable Lakeshore Use Permits" and Permittee must obtain approval for the replacement structure by the Company prior to beginning construction. Unauthorized alteration of the Legacy Structure with the exception of those retrofits or modifications specified in the Permit will cause the Permit to become null, void, and revoked.**
- 3.4 The Permittee agrees to complete any facility construction within one (1) year of the Permit issuance date. The Permit shall become null and void if the construction is not completed within that period, unless Permittee obtained an extension from the Company prior to the expiration of the initial one (1) year period.
- 3.5 The Criteria for Non-Transferable Lakeshore Use Permits set forth above shall apply to all Permits, and Permittee shall be bound thereby, unless and only to the extent that the Permit explicitly states otherwise.
- 3.6 The Company must retain the full, unconditional, unrestricted, and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, or use the waters of the reservoir in any manner the Company, its successors and assigns, may deem expedient; and the Permittee's erection, operation, maintenance, and use of facilities shall in no way interfere with such uses, regulations, or control of said reservoir or the waters thereof. The Permittee agrees that if subsequent operations by the Company require an alteration in the location of the permitted facility, or if in the opinion of the Company the permitted facility shall cause unreasonable obstruction to navigation or that the public interest so requires, the Permittee shall be required, upon written notice from the Company, to remove, alter, or relocate the permitted facility, without expense to the Company.
- 3.7 The Permit constitutes a mere license for use of the Company's lands and/or waters, and Permittee agrees, on behalf of himself and his heirs, administrators, successors and assigns, that no attempt will be made to set up any claim of property

rights or interest in or to said reservoir or the adjacent lands of the Company by reason of the occupancy or use of the permitted facilities hereunder. The Permit does not convey any property rights, either in real estate or material, and does not authorize any injury to private property or invasion of private rights or any infringement of Federal, State or local laws or regulations, nor does it eliminate the necessity of obtaining Federal, State, or local assent required by law for the construction, operation, or maintenance of the permitted facility. The Permit does not convey a view or easement in light or air, and the Company makes no guarantee of any particular view. Permittee agrees, on behalf of himself and his heirs, administrators, successors and assigns, that no attempt will be made to set up any claim against the Company for view or easement in light or air.

- 3.8 The Permittee agrees and covenants to protect, defend, release, indemnify and hold harmless the Company, its officers, agents, and employees, from and against any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for or on account of any actual or alleged damages to persons or property, including the permitted facility, growing out of the Company's issuance of this Permit to Permittee or the ownership, construction, operation or maintenance by the Permittee of the permitted or other facilities inside the Project boundary.
- 3.9 The Company shall in no case be liable for any damage or injury to the permitted facility that may be caused by nature or caused by or result from subsequent operations undertaken by the Company, or any Federal, State or local agency of the Government, for the improvement of navigation or for other lawful purposes and no claims or right to compensation shall accrue from any such damage.
- 3.10 The Permittee shall at all times insure that the permitted facilities are constructed and maintained in such a manner as to be consistent with shoreline aesthetic values, and comply with all applicable State and local health and safety regulations.
- 3.11 The ownership, construction, operation, maintenance, and use of the permitted facility are subject to all applicable Federal, State, and local laws and regulations. All expenses and responsibilities for the construction and maintenance of the permitted facilities, including the expenses of obtaining all necessary Federal, State, and local permits or approvals, shall be borne solely by the Permittee.
- 3.12 The Permittee is solely responsible for proper design, engineering, construction, modification and maintenance of the proposed facility. Issuance of the Permit is not a guarantee or assurance that Permittee's facilities and modifications thereto are safe, proper or adequate for the purpose intended. The Permittee shall solely have the obligation of insuring that the permitted facilities are maintained in a good state of repair.
- 3.13 The Permittee shall operate and maintain the permitted facility in a manner so as to minimize any adverse impact on fish, wildlife, shoreline wetlands, adjacent streams, lake waters, or cultural resources.
- 3.14 In the event artifacts or archaeological features are encountered or are believed to be encountered during construction, work shall cease and Permittee shall immediately contact the appropriate Company Shoreline Management office.
- 3.15 No permitted structures shall be used for human habitation.
- 3.16 The Permittee shall not charge others for use of the permitted facility and no commercial activity may be engaged in thereon.
- 3.17 The size and design of all facilities shall be kept as shown on the attached "Sketch of Permitted Structures." Any proposed changes must be approved by the Company prior to construction.
- 3.18 Boat mooring buoys and flotation units of floating facilities shall be constructed of materials that will not become waterlogged or sink when punctured. Un-encapsulated white beaded foam flotation is prohibited and existing un-encapsulated foam must be replaced within one (1) year of Permit issuance.
- 3.19 No attempt shall be made by the Permittee to forbid the full and free use by the public of all navigable waters or Project Lands adjacent to the permitted facility or to unreasonably interfere with navigation in connection with the ownership, construction, operation or maintenance of the permitted facility.
- 3.20 The Company will post the display permit tag on the facility or on the land areas covered by the Permit so that it can be visually checked with ease from the water. **This tag must remain in place at all times.**
- 3.21 Permittee shall cooperate with and participate in the program of solid waste disposal in effect in the area of the permitted facility. Permittee shall keep the lands and waters occupied by and surrounding the permitted facility free of all waste, garbage, and other unsightly debris and materials, and shall comply with local health rules and regulations.
- 3.22 The Permit is non-transferable. The Permit and Permittee's rights thereunder are personal to Permittee and may not be assigned without the express written consent of the Company, which the Company may grant or withhold in its sole discretion and without regard to any standard of reasonableness or otherwise; provided, however, that the Company agrees that it will not unreasonably withhold its consent to an assignment to an assignee to whom Permittee conveys the adjacent land or leasehold. In the event Permittee conveys or otherwise transfers the adjacent land or leasehold, Permittee shall give to the Company notice in writing of the name and address of the intended transferee at least seven (7) days prior to the transfer. In the event that the Company is not given such notice, then at the option of the Company exercised at any time thereafter, the Permit will terminate upon Permittee's transfer of any portion of the adjacent land or leasehold. Permittee shall provide prior notice to any potential transferee of the existence and terms of the Permit. In the event that the Company shall not give its written consent to the assignment of the Permit to any purported transferee, any attempted transfer shall be void, but such purported transferee shall nonetheless be bound by the provisions of the Permit (including the Company's right to terminate the Permit as a result of such assignment), and the continued use of the permitted facilities by any such purported transferee shall conclusively be deemed the purported transferee's agreement to be bound by all the terms and provisions hereof, including the acknowledgement of the permissive nature of the continuation of the permitted structure and the agreement to indemnify the Company.
- 3.23 If, in the sole opinion of the Company, the Permittee has failed to comply with any of the conditions hereof, or with any additional conditions imposed by the Company, or any Federal, State, or local agency of the Government, the Permittee shall take appropriate action to correct the violation. If the violation continues for a period of sixty (60) days after notice thereof by the Company, the Company may in its sole discretion, cancel the Permit and the Company may remove or require Permittee to remove, or cause to be removed from the Project Lands and waters within sixty (60) days, any facility constructed or maintained thereunder, at Permittee's expense. In the event the Company removes the facility, the Company may recover, from the Permittee, the expense of removing the facility.
- 3.24 By thirty (30) days' written notice, mailed to the Permittee by registered or certified letter, the Company may revoke the Permit whenever it determines that the public interest necessitates such revocation or when it determines that the Permittee has failed to comply with the conditions of the Permit. The revocation notice will specify the reasons for this action. Once

the Permit has been revoked, the Permittee must remove the facility within sixty (60) days at his expense and restore the Project Lands and/or waters to their former condition. If the Permittee fails to remove and so restore to the satisfaction of the Company, the Company may do so by contract or otherwise and recover the cost thereof from the Permittee.

- 3.25 Notwithstanding the preceding condition, if in the opinion of the Company emergency circumstances dictate, the Company may summarily revoke the Permit.
- 3.26 At such time that the Permittee ceases to operate and maintain the permitted facility, ceases to hold an ownership or possessory interest in land adjoining the permitted facility, or upon revocation of the Permit by either the Company or Permittee, the Permittee shall remove the permitted facility within sixty (60) days, at the Permittee's expense, and restore the Project Lands and/or waters to their former condition. If the Permittee fails to remove and so restore to the satisfaction of the Company, the Company may do so by contract or otherwise and recover the cost thereof from the Permittee.
- 3.27 In the event the Company removes a permitted facility for any reason herein, the Company may, at its sole discretion, dispose of or destroy any or all of the removed permitted facility.
- 3.28 Any obligation to reimburse the Company for removal of a permitted facility shall be in default if such reimbursement is not paid in full within thirty (30) days of written demand by the Company to the Permittee for said reimbursement. When in default, the delinquent amount owed (the "Delinquent Amount") shall bear interest at the rate of twelve percent (12%) per annum until the Delinquent Amount is paid in full. The Permittee also shall be responsible for the payment of all costs and expenses, including attorneys' fees and court costs, incurred by the Company in collecting the Delinquent Amount owed by the Permittee to the Company. In consideration of the premises and in order to secure the payment of the Delinquent Amount, plus interest and all costs and expenses, including attorneys' fees and court costs, incurred by the Company in collecting the Delinquent Amount, the Permittee does hereby assign, grant, bargain, sell and convey unto the Company a lien against the Permittee's real property adjacent to the Project Lands (the "Adjacent Property"). Said lien shall secure and does secure payment of the Delinquent Amount, plus interest and all costs and expenses, including attorneys' fees and court costs, incurred by the Company in collecting the Delinquent Amount. Said lien also shall secure and does secure all costs of the enforcement of the said lien. The lien granted herein may be foreclosed in the same manner as real estate mortgages in the State of Alabama, and the Permittee hereby grants to the Company the power of sale so that the Company may foreclose the lien at public auction in front of the courthouse door in the county or counties, as may be required, where the Adjacent Property is located, either in person or by auctioneer, after having given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in a newspaper of general circulation published in the county or counties in which the Adjacent Property is located. The Company may bid at said sale and purchase the Adjacent Property. The lien granted herein to the Company shall be effective from and after the time of the recording of copies of these Guidelines, the Permit, and a Statement of Lien signed by the Company in the probate court of the county or counties in which the Adjacent Property is located, stating, without limitation, (i) the name of the Company; (ii) the name of the Permittee; (iii) a description of the Adjacent Property; and (iv) the amount secured by the lien granted herein as of a specific date.
- 3.29 Neither the Permittee nor subsequent owners of the Permittee's adjacent property will be eligible to receive a new Permit until any amounts owed by the Permittee to the Company for removal of a permitted facility have been satisfied. Permittee agrees to provide notice to the subsequent owners of the Permittee's adjacent property of any amounts owed by Permittee to the Company for removal of a permitted facility, prior to any sale or transfer of Permittee's adjacent property.
- 3.30 The Company's rights contained herein, including without limitation the Company's rights to remove the Permittee's facility upon revocation of the Permit, recover the cost thereof from the Permittee, and recover attorneys' fees shall survive the revocation or termination of the Permit.
- 3.31 If it is determined by the Company or a Federal or State agency that the Permittee is performing work that may affect species listed as threatened or endangered under the Endangered Species Act or the habitat of such species, the Permittee must cease and desist any and all work until further notified by the Company.
- 3.32 Any Permittee that is issued a Programmatic General Permit (PGP) by the Company will be responsible for complying with the Special and General Conditions contained within the PGPs and with any project specific conditions listed in the Lakeshore Use Permit. A copy of the PGPs for minor activities on Company reservoirs is available from the Company and on the web sites of the Company (<https://apcshorelines.com/shoreline-management/>) and the U.S. Army Corps of Engineers (<http://www.sam.usace.army.mil/Missions/Regulatory/GeneralPermits.aspx>).
- 3.33 The Permittee shall minimize adverse impacts to State waters by strict adherence to the ADEM Special Conditions and Best Management Practices that can be found on the Company's Shoreline Management website at: <https://apcshorelines.com/shoreline-management/>.
- 3.34 The Permittee shall comply with any specific terms and conditions as listed in the Approval Letter from the Company's Environmental Affairs Department.

SECTION FOUR

CRITERIA FOR ELEVATED STRUCTURE PERMITS APPLICABLE TO ELEVATED SINGLE-FAMILY STRUCTURES (LAY ONLY)

Upon receiving written approval from Alabama Power Company and subject to any conditions thereof, certain elevated single-family habitable elevated structures ("Elevated Structures," and sometimes referred to singularly as "Elevated Structure") may be allowed within the Alabama Power Company flood easement of the Project Lands and/or waters. All Elevated Structures must maintain a **15** foot setback from adjoining property lines and a **25** foot setback from the full pool elevation. No flooring or other building materials beyond those necessary for elevating the structure (*i.e.*, footings, stilts, etc.) may be located within Alabama Power Company's flood easement elevation. No enclosures shall be located within the flood easement elevation. All septic systems must be approved by proper authorities prior to permit issuance and prior to beginning construction.

PROCESS FOR OBTAINING AN ELEVATED STRUCTURE PERMIT

ELEVATED STRUCTURE RECREATIONAL SITE AGREEMENT: In addition to completing the "Initial Steps for All Permits," a property owner seeking an Elevated Structure Permit must sign an Elevated Structure Recreational Site Agreement that will be filed with the local probate court and pay the probate court recording fee.

PLAN APPROVAL AND CERTIFICATION: In order to obtain an Elevated Structure Permit, a property owner must provide to Alabama Power Company prior to beginning any construction the following:

- (i) conceptual plans for the proposed Elevated Structure confirming, to Alabama Power Company's satisfaction, that the Elevated Structure is a single-family residential structure and that no enclosures or flooring or building materials beyond those necessary for elevating the structure (*i.e.*, footings, stilts, etc.) will be located within Alabama Power Company's flood easement;
- (ii) a survey of the property that identifies the location of the proposed Elevated Structure vis-à-vis the adjoining property lines and the full pool elevation, and confirms that the lowest floor of the proposed Elevated Structure is located above the applicable flood easement elevation; and
- (iii) a certification from the applicable local health department approving the sanitation system for the proposed Elevated Structure.

Alabama Power Company makes no representation or warranty that any Elevated Structure is safe or suitable. The permittee of an Elevated Structure accepts sole responsibility for complying with all applicable restrictions, subdivision covenants, ordinances, health and sanitation regulations, and building codes with regard to elevated structures.

PERMIT ISSUANCE: Alabama Power Company will verify that the Elevated Structure has been completed consistent with the foregoing requirements, verify certifications for sanitation, photograph the structure, and issue to the owner an Elevated Structure Permit.

PERMIT FEE IS \$250.00 (Please make check payable to "Alabama Power Company")

PROBATE COURT RECORDING FEE: Permittee is responsible for paying the recording fee to the applicable probate court for recording of the Elevated Structure Recreational Site Agreement.

SECTION FIVE

CRITERIA FOR CONDITIONAL LEGACY LAKESHORE USE PERMITS – ENCLOSED APPLICABLE TO ENCLOSED LEGACY STRUCTURES

The guidance and resolution options discussed in this section are intended for use in permitting and retrofitting (where appropriate) "Legacy Structures" (hereinafter sometimes referred to singularly as a "Legacy Structure").

A Legacy Structure is an existing structure that generally has not been previously permitted by Alabama Power Company and is not compliant with the "Criteria for Non-Transferable Lakeshore Use Permits" set forth above due to the nature, size, or dimensions of the structure and its location on or within the Project Lands and/or waters. The presence of unauthorized structures impedes Alabama Power Company's ability to exercise its property rights and/or flood control. This section outlines the methods by which the owner of a Legacy Structure may be issued a permit. Structures that are unenclosed (*i.e.*, at least one side is not walled) may be eligible for a "Non-Transferable Lakeshore Use Permit." Structures that are enclosed (*i.e.*, all sides are walled) may be eligible for a "Conditional Legacy Lakeshore Use Permit - Enclosed" (hereinafter referred to as "Legacy Permit") upon signing a Recreational Site Agreement.

If a structure owner can show that the entirety of the structure (including all footings, piers, and foundations) is NOT located within Alabama Power Company's property, easement, and/or flood storage area and provide documentation by a licensed surveyor or other evidence acceptable to Alabama Power Company, then no permit is necessary.

RESTRICTIONS ON MODIFICATION, MAINTENANCE, AND REPLACEMENT

Alabama Power Company has initiated the Legacy Structure permit program as a way to transition existing, non-compliant structures into the permitting and compliance program and to ensure Alabama Power Company's flood storage area and property rights are protected. However, this program is limited to the life of the Legacy Structure as it currently exists. Should a Legacy Structure be destroyed or need substantial repair and the Legacy Structure owner wishes to replace the structure, then any proposed replacement structure must be permitted by Alabama Power Company prior to construction and meet the "Criteria for Non-Transferable Lakeshore Use Permits" set forth above. The Legacy Structure owner may be required to remove the remains of the destroyed structure or structure that is beyond repair from Alabama Power Company's property, easement, or flood storage area. **Any expansion, substantial rebuilding or replacement of the structure without Alabama Power Company's expressed written consent will be considered a breach of the terms of the permit, and the permit will be revoked.**

PREVIOUS AGREEMENTS

Alabama Power Company will honor all previous written agreements with Legacy Structure owners related to their shoreline structure(s) provided the owner submits a copy of the agreement to Alabama Power Company and the terms of the agreement have not been breached. Holders of previous agreements will be required to apply, at no cost, for a new permit if a valid permit does not already exist. After approval of a new permit by Alabama Power Company, a copy of the existing written agreement will be incorporated into the permit documentation. The permit will remain valid as long as the terms of the original written agreement are not breached.

GUIDELINES FOR MODIFICATION

NO MODIFICATION REQUIRED: The owner of a Legacy Structure may be eligible for a Legacy Permit without the need for any modifications if either:

- The portion, if any, of the structure located beneath the flood storage area elevation can be shown to allow water to freely enter and exit the structure. Alabama Power Company may require the owner to provide Alabama Power Company with certification from an engineer or contractor licensed in good standing affirming the ability for water to freely enter and exit the structure. Alabama Power Company reserves the right to require recertification of this requirement at any time.
- OR**
- The entirety of the lowest floor of the structure is located above the flood storage elevation for the lake, and the portion, if any, of the structure located beneath the lowest floor can be shown to allow water to freely enter and exit the structure.

Permanent structures adjacent to recreational vehicles or mobile homes that meet the criteria for a Legacy Structure are also subject to these guidelines, and the term "Legacy Structure" includes such facilities.

MODIFICATION REQUIRED: Owners of Legacy Structures that do not meet the conditions shown above may be required to retrofit or modify their structures in order to accommodate Alabama Power Company’s flood storage area by allowing the free flowage of water. The permit will specify if a modification is required. If modification is required, the structure owner may refer to the methods for retrofitting (*i.e.*, making changes to existing) structures in floodplains outlined in FEMA’s *Homeowner’s Guide to Retrofitting*, FEMA P-312 (current edition available on FEMA’s website: <http://www.fema.gov/library>). **The structure owner will be responsible for choosing one of the following four methods to accommodate Alabama Power Company’s flood storage area (additional mitigation may be required at the discretion of Alabama Power Company personnel):**

1. Relocation;*
2. Demolition;*
3. Elevation; or
4. Wet Flood-proofing.

* If the owner chooses options 1 (Relocation) or 2 (Demolition), no Legacy Permit or Recreational Site Agreement is necessary. The owner must, however, contact the local Alabama Power Company Shoreline Management Office before beginning any relocation or demolition work.

NOTE: Alabama Power Company does not allow levees and floodwalls in its flood storage area, as the functioning of these structures directly interferes with the ability of Alabama Power Company to exercise its flowage rights.

Alabama Power Company does not represent or warrant that any retrofits and/or modifications are safe or suitable for the structure. **Alabama Power Company requires retrofitting and/or modification ONLY to protect its flood storage area and/or property rights and makes no warranty for the safety or suitability of any structure retrofits and modifications.** Alabama Power Company personnel are not authorized to instruct owners on how to become compliant with local flood ordinances or on which method for retrofitting or modifications they should choose in order to become compliant with Alabama Power Company’s guidelines.

LEGACY STRUCTURES SHALL NOT BE MODIFIED OR EXPANDED EXCEPT AS CONTEMPLATED HEREIN AND/OR IN THE APPLICABLE PERMIT. ANY ATTEMPT TO IMPERMISSIBLY MODIFY OR EXPAND A LEGACY STRUCTURE WILL PRECLUDE ISSUANCE OF A PERMIT AND WILL CAUSE EXISTING LEGACY PERMITS TO BECOME NULL, VOID, AND REVOKED.

PROCESS FOR OBTAINING A LEGACY PERMIT

LEGACY STRUCTURE RECREATIONAL SITE AGREEMENT: In addition to completing the “Initial Steps for All Permits,” a structure owner seeking a Legacy Permit must sign a Legacy Structure Recreational Site Agreement that will be filed with the local probate court.

CERTIFICATION: For structures requiring modification, the owner may be required to provide Alabama Power Company with certification from an engineer or contractor, licensed in good standing, affirming that water may freely enter and exit the modified structure. Alabama Power Company reserves the right to require recertification of this requirement at any time.

PERMIT ISSUANCE: For structures requiring no modification, Alabama Power Company will verify any required certification, photograph the structure and issue to the owner the appropriate permit(s). For structures requiring modification, Alabama Power Company will verify that the modification has been completed, verify any required certification, photograph the modified structure, and issue to the owner the appropriate permit(s).

THERE IS NO PERMIT FEE FOR A LEGACY PERMIT

ATTORNEYS’ FEES

By accepting a permit from Alabama Power Company and/or maintaining a structure on Alabama Power Company property or easement, Permittee agrees and acknowledges that Alabama Power Company has a right to request, and Permittee has an obligation to pay, any and all attorneys’ fees, expenses, and/or costs incurred by Alabama Power Company relating to the enforcement of the rules, regulations, provisions, terms and/or conditions of these General Guidelines for Residential Shoreline Permitting & Permit Terms and Conditions (“Guidelines”), including, without limitation, any and all attorneys’ fees, expenses, and costs incurred by Alabama Power Company relating to remedying any action, construction or activity that is not in compliance with these Guidelines, whether caused by Permittee, Permittee’s family members, guests, agents, employees and/or contractors.

Permittee Statement: I have received, read, understand and agree to abide by these Guidelines.

Signed: _____ **Date:** _____
Permittee

**** By and through the act(s) of accepting a Permit and/or maintaining a structure or structures on Alabama Power Company property or easement rather than removing said structure(s), Permittee is deemed to have read, understood, accepted, and agreed to be bound by the Guidelines, regardless of whether the Guidelines are signed by Permittee.**

Revised 03-14-19