



**GENERAL GUIDELINES FOR  
NON-RESIDENTIAL USE OF PROJECT LANDS AND WATERS  
SHORELINE PERMITTING**

Corporate Real Estate – Shoreline Management  
600 18th St. N  
P.O. Box 2641  
Birmingham, Alabama 35203

For permitting and other information, visit Alabama Power’s website:  
<https://apcshorelines.com/>

Lake	Full Pool (Summer) Level	Alabama Power’s Fee Ownership	Alabama Power’s Easement
Bouldin <input type="checkbox"/>	252’ mean sea level contour (“MSL”)	253’ MSL	253’ MSL (de facto)
Harris <input type="checkbox"/>	793’ MSL	795’ MSL	800’ MSL (or 50’ (linear) from the 793’ MSL in certain areas) (Scenic Easement)
Jordan <input type="checkbox"/>	252’ MSL	252’ MSL	Control strip (measuring 15’ from the 252’ MSL (where applicable))
Lay <input type="checkbox"/>	396’ MSL	397’ to 406’ MSL (range dependent upon location)	397’ to 410’ MSL (range dependent upon location)
Logan Martin <input type="checkbox"/>	465’ MSL	465’ to 473’ MSL (range dependent upon location)	473’ to 490’ MSL (range dependent upon location)
Martin <input type="checkbox"/>	491’ MSL (490’ Martin Datum)	491’ MSL (490’ Martin Datum)	Control strip (measuring 30’ from the 491’ MSL (where applicable))
Mitchell <input type="checkbox"/>	312’ MSL	317’ MSL	317’ MSL (de facto)
Neely Henry <input type="checkbox"/>	508’ MSL	509’ to 521’ MSL (range dependent upon location)	509’ to 527’ MSL (range dependent upon location)
Smith <input type="checkbox"/>	510’ MSL	510’ MSL	522’ MSL
Thurlow <input type="checkbox"/>	289’ MSL (288’ Martin Datum)	299’ MSL (298’ Martin Datum)	299’ MSL (de facto)
Weiss <input type="checkbox"/>	564’ MSL	565’ MSL	572’ to 578’ MSL (range dependent upon location)
Yates <input type="checkbox"/>	345’ MSL (344’ Martin Datum)	351’ MSL (350’ Martin Datum)	363’ MSL (362’ Martin Datum)

**PURPOSE OF THE GUIDELINES**

The purpose of the General Guidelines for Non-Residential Shoreline Permitting (the “Guidelines”) is to help you understand Alabama Power Company’s (“Alabama Power”) general policies and parameters for non-residential permitting activities on and around lakes managed by Alabama Power Company. Alabama Power owns the pool property of all lakes and has additional property rights along the shoreline of each lake (“Project lands and/or waters” or “Project lands and waters”) and has constructed and is maintaining and operating dams on said lakes for the purpose of generating electrical energy under licenses issued by the Federal Energy Regulatory Commission (“FERC”). FERC has authorized Alabama Power to institute a system of permits for certain activities and uses of the Project lands and waters. **The Guidelines are not necessarily intended to be all-inclusive** and feasibly cannot address every specific situation that may exist. The Guidelines are implemented by Alabama Power to facilitate orderly and reasonable

shoreline management of the lakes, recognizing that circumstances may exist that will **require flexibility on the part of Alabama Power, you, and/or other landowners, and as ultimately may be determined by Alabama Power in its sole discretion.** Sizes and dimensions stated below are considered as the ordinarily maximum allowed and may not be allowable in every situation.

These Guidelines are intended to apply to, and the term “Non-Residential” as used herein relates to, non-residential operations on Project lands and waters that do not fall under the scopes of Alabama Power’s Residential Shoreline Permitting program or Multi-Family Use Shoreline Permitting program, including, but not limited to, public marinas, restaurants, certain apartments and other rental properties, campgrounds, certain bed-and-breakfast establishments, etc.

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 RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THESE GUIDELINES AT ITS SOLE DISCRETION.**

These Guidelines are incorporated into, and made a part of, any Non-Residential Shoreline Permit issued by Alabama Power.

**SECTION A-1**

**PERMIT PROCESS**

Contact your local Alabama Power Company (“Alabama Power”) Shoreline Management Office prior to beginning any construction and/or structure repair work on or within Project Lands and/or waters. **A written permit must be obtained from Alabama Power and a pending permit tag must be affixed and readily visible before any construction and/or applicable structure installation/repair/modification work may take place on Alabama Power’s fee-owned property, easement lands, and/or control strip lands. Verbal approval is not sufficient. Further, Alabama Power does not issue any permits, or give verbal or written permission, to a permittee’s contractors.**

Alabama Power may require a meeting with you at the site to discuss and review your proposed work. In order to receive a permit, you must provide the following information to your Alabama Power Shoreline Management representative:

- 1. A completed Non-Residential Permit Application
- 2. A signed copy of the Guidelines;
- 3. A copy of the current deed for the property at issue or a copy of the lease if the property at issue is being leased;
- 4. A copy of a current survey for the property at issue in cases where Alabama Power determines that it is necessary to make an informed permit decision;
- 5. A sketch of all existing and proposed shoreline structures, including their dimensions; and
- 6. Any other relevant documentation as determined and required by Alabama Power.

Alabama Power will review the requisite documentation and determine eligibility.

**SECTION A-2**

**PERMIT CRITERIA AND PROVISIONS APPLICABLE TO  
NON-RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY**

The following criteria and provisions pertain to Alabama Power’s issuance of a Non-Residential Shoreline Permit (the “Permit”) to the owner(s) of the applicable shoreline structure(s) at issue (“Permittee” or “the Permittee”).

**Lots or developments with less than 100 linear feet of shoreline may be restricted or may not be eligible for structures. Regardless of the amount of linear feet that the Permittee owns (and which adjoins Alabama Power’s fee-owned property along the shoreline), the Permittee has no automatic right to place a structure on Alabama Power’s fee-owned property under or pursuant to Alabama law and/or Alabama Power’s FERC license(s).**

**SETBACK:** Any and all lake front property construction (piers, ramps, boathouses, wet slips, personal watercraft flotations, etc.) should be set at a minimum of 25 feet from an extension of Permittee’s property line into the lake or at a reasonable distance determined by Alabama Power in its sole discretion. It is solely Permittee’s responsibility to ensure the setback is maintained for the life of each structure. There is no right—whether under applicable law or the Guidelines—to a 25’ (or any other length of) minimum setback, and this setback may not be feasible in all cases. Moreover, the Permittee has no property rights that extend into the lakebed, as Alabama Power owns in fee this property.

**STRUCTURE SIZE AND CONFIGURATION:** The total allowable square footage for non-commercial marina, applicable structures (*e.g.*, floating dock, boathouse, wet slip, etc.) is a maximum of 1,000 square feet per 100 feet of shoreline. Structures shall not exceed the lesser of 150 feet in length or  $\frac{1}{4}$  the distance across the local water (see “Narrow Slough” below). Any walkway to a structure (*e.g.*, pier, boathouse, etc.) that is 6 feet or less in width is not counted in the allowable square footage. The total allowable square footage for structures (*e.g.*, floating dock, boathouse, wet slip, etc.) for commercial marina structures will be determined on a case-by-case basis by Alabama Power in its sole discretion.

The total footprint area includes the deck surface area of all structures (docks, piers, boat slip fingers, swim platforms, boardwalks, etc.) plus the water surface area occupied by vessels. Spacing between multiple docks situated on the same property, lot, or development must be a minimum of 50 feet.

Any request for a covered or roofed overwater structure must be documented in the Non-Residential Permit Application, and no covered or roofed overwater structure may be installed without Alabama Power’s written authorization. Although there is no guarantee that a Permittee’s request for a covered or roofed overwater structure will be granted, Alabama Power will evaluate each such request on a case-by-case basis.

**DEEP WATER ANCHORS (Pertains to Smith Lake only):** Alabama Power does not require Permittees to install deep water anchors (or any other similar floating structure-anchoring system) at any of its reservoirs. Should a Permittee wish to install deep water anchors, and provided the lakebed area at issue is sufficient to accommodate the same (whether from an environmental, water depth, and/or any other relevant standpoint, as may be determined by Alabama Power in its sole discretion), all methods and locations for any such floating structure-anchoring system must be documented in the Non-Residential Permit Application and any such floating structure-anchoring system must comport/comply with certain conditions, including but not necessarily limited to the following: i) all anchors (or anchoring hooks/instruments) must be installed, situated, and maintained so as not to create a navigation hazard or impediment; ii) all anchors (or anchoring hooks/instruments) must be of a sufficient size and weight so as not to create a navigation hazard or impediment; iii) all anchor cables must be installed, situated, and maintained so as not to create a navigation hazard or impediment; iv) each anchor cable must be placed in/directed through a vertical pipe extending downward from the floating structure/dock floor and into the water (and where each such pipe must measure at least 8’ downward into the water); v) no fill material may be discharged into waters of the United States except for the concrete used for deep water anchor structures, and the total volume of deep water anchors shall not exceed twelve (12) cubic yards; vi) all anchors (or anchoring hooks/instruments) must sit flush with the lakebed bottom, must be situated at least 35’ deep from the full pool level (or deeper, if needed in order to prevent the creation of a navigational hazard or impediment), and must be situated 25’ or more from the water’s edge at time of installation (or further, if needed in order to prevent the creation of a navigational hazard or impediment); vii) no environmentally unacceptable materials (*e.g.*, car batteries, tires, etc.) may be used as an anchoring device; and viii) any floating structure-anchoring system also must adhere to any applicable conditions, regulations, provisions, rules, laws, or codes of any local, state, or federal government entity or agency (including but not limited to the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service).

**NARROW SLOUGH:** In a narrow slough (as determined by Alabama Power in its sole discretion), no structure may extend over  $\frac{1}{4}$  of the way across the slough (including vessels moored at the structure) when measured at full pool. Moreover, sloughs containing relatively restricted areas of space (as determined by Alabama Power in its sole discretion) may necessitate ever further limitations on structure extension. Further, a development located within a narrow slough may not qualify for a Permit.

**EASEMENTS:** Certain activities are not permitted within Alabama Power’s lands—including but not limited to its easement lands.

**FLOTATION:** In regard to authorized floating structures, all flotation material 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. Certain other conditions may apply according to seasonable water levels.

**PWC FLOTATION:** Permittee may be allowed PWC (*i.e.*, personal watercraft) floats or lifts, and these structures will be counted as square footage and in the number of vessels to be accommodated. PWC floats must maintain the requisite setback and length.

**BOAT RAMPS:** Boat ramps shall not exceed 20 feet in width and may extend into the lake only a reasonable distance from the shoreline, as determined by Alabama Power in its sole discretion.

**BANK STABILIZATION:** Riprap and natural bank stabilization are the preferred methods of erosion control; however, potential 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 material of backfill must be approved by Alabama Power (and in its sole discretion). Backfill may be placed only to the contour of the natural slope of the property. Riprap must be placed at the toe of all new and reconstructed seawalls (at two feet above the lakebed and at two feet out from the bottom of the seawall). Seawalls that are more than 1,000 feet in length also must be pre-approved by the U.S. Army Corps of Engineers.

**DREDGING:** Dredging material from the lakebed must be approved by Alabama Power 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. Spoils 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.

**NET ZERO FILL:** Alabama Power reserves the right to require Permittee to attain “net zero fill” for or otherwise in connection with any non-residential construction project and/or any related work or activity—*i.e.*, Alabama Power reserves the right to require Permittee to compensate for the loss or reduction of any amount of Alabama Power’s flood storage capacity/volume caused by the addition of any fill and/or other material on and/or within Alabama Power’s fee-owned, flood easement, and/or other lands—as instructed by Alabama Power in its sole discretion. Alabama Power, in its sole discretion and on a case-by-case basis, maintains the right to waive or otherwise modify this “net zero fill” requirement.

**CAMPER/TRAILER UNDERPINNINGS:** In regard to a camper, trailer, or similar facility situated within Alabama Power’s easement lands, no such facility may be outfitted with underpinnings or otherwise rendered to be anything other than immediately mobile in the event of a flood/water rising occurrence. No camper, trailer, or similar facility may be situated on Alabama Power’s fee-owned lands.

**SWIMMING POOLS/SPAS/HOT TUBS:** No swimming pool (whether an “in-ground” or “above-ground” pool), spa, or hot tub may be placed/installed or maintained on or within Alabama Power’s fee-owned and/or easement lands.

**WATER WITHDRAWAL:** Nothing herein authorizes Permittee to withdraw (or allow the withdrawal of) water from the lake for any commercial purpose, whether directly or indirectly.

The Permittee typically will have two years to complete construction and/or other permitted activity. Once the construction and/or permitted activity is complete, Permittee must notify Alabama Power of the completed construction and/or permitted activity, and an Alabama Power representative will confirm compliance with the terms of the permit application and take photographs of the structure(s), remove the pending permit tag, and affix a permit tag at or near Permittee’s lot or property that may not be removed for the life of the Permit.

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THE ABOVE CRITERIA AND PROVISIONS AT ITS SOLE DISCRETION.**

SECTION A-3

APPLICABLE PERMIT FEES REGARDING  
NON-RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

The Permittee acknowledges and agrees to pay any below-described fee (as deemed applicable and appropriate by Alabama Power in its sole discretion) to Alabama Power:

**General Construction Fee (A): \$3,000.00**

This non-refundable fee applies to any and all new Non-Residential shoreline construction activities authorized by a single Permit (*e.g.*, a Permit issued to the Permittee authorizing the Permittee’s construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), and the Permittee shall pay this fee to Alabama Power when the application is submitted. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Construction Fee (B): \$5,000.00**

This non-refundable fee applies to any and all new Non-Residential shoreline construction activities authorized by a single Permit (*e.g.*, a Permit issued to the Permittee authorizing the Permittee’s construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), where gas pumps, more than 30 vessel mooring stations, and/or dry storage facilities are proposed, and the Permittee shall pay this fee to Alabama Power when the application is submitted. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Repair Fee: \$1,500.00**

This non-refundable fee applies to any and all Non-Residential Permits where repair activities are requested to a substantial degree (including **but not limited to** adding rip rap to an existing rip rap footprint; as used in these Guidelines, whether repair activity rises to a “substantial” degree shall be determined by Alabama Power in its sole discretion). The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any potentially substantial repair work; indeed, under certain circumstances, it may be that the Permittee must first obtain a new Permit from Alabama Power before the Permittee can conduct (or cause to be conducted) any substantial repair work of the structure at issue. The Permittee shall pay this fee to Alabama Power prior to the performance of any applicable repair work. (Note: A permitted dock or similar permitted structure may be moved offsite for purposes of repair work so long as the dock or similar permitted structure is placed back in its same prior permitted location, and this General Repair Fee will apply to such an occurrence.)

**Permit Modification Fee: \$1,500.00**

This non-refundable fee applies to any modification, revision, or change to an application after the application has been formally submitted to APC as complete and ready for agency or FERC approval. The Permittee shall pay this fee to Alabama Power prior to the issuance of any modified Permit. If the modification request is substantial enough (exceeds “approximate” limits as requested by FERC) to cause new agency or FERC approvals to be obtained, the permit modification fee is required.

**Permit Extension Fee: \$1,500.00**

This non-refundable fee applies to any request for an extension of time due to non-completion of construction as required by the deadline for construction completion in its original FERC Order. Prior to the extension request being sent to the FERC, the Permittee shall pay this fee to Alabama Power. Should FERC ultimately decline to extend the construction completion deadline, this fee shall be refunded to Permittee.

**Gas Pump: \$100.00 Per Pump Annually**

This fee is required for new gas pumps on a new Non-Residential facility or an additional pump on an existing permit permitted after January 1, 2020.

**Boat Slip: \$100.00 Per Slip Annually**

This fee is required for new boat slips or mooring points for new Non-Residential facilities or any additional slips or mooring points to existing facilities constructed after January 1, 2020. (A mooring point is measured in 30-foot increments.)

**Unauthorized Construction Fee: \$1,500.00 + Applicable Permit Fee**

This non-refundable fee applies to any instance where the Permittee constructs (or allows the construction of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands) without first having obtained Alabama Power’s written approval. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized construction activity must cease unless and until Alabama Power permits the same in writing. Additionally, should the Permittee construct such an unauthorized structure, the Permittee may be required to remove the unauthorized constructed structure or bring the unauthorized constructed structure into compliance with these Guidelines (as determined and instructed by Alabama Power, and within the time period prescribed by Alabama Power) at the Permittee’s sole expense.

**Unauthorized Structure Repair Fee: \$500.00**

This non-refundable fee applies to any instance where the Permittee substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands) without first having obtained Alabama Power’s written approval to do so; whether such activity arises to a “substantial” degree shall be determined by Alabama Power in its sole discretion. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized structure repair and/or modification activity must cease unless and until Alabama Power permits the same in writing.

**Non-Compliance Fee: 2 x Appropriate Permit Fee (\$6,000.00 or \$10,000.00)**

This non-refundable fee applies to any instance where the Permittee has obtained Alabama Power’s written approval to conduct certain construction and/or repair or modification activity, but thereafter the Permittee constructs (or allows the construction of) and/or substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands), and such construction and/or substantial repair/modification activity does not comport with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power. Moreover, in addition to being required to pay this Non-Compliance Fee, the Permittee acknowledges and agrees that the Permittee must bring the subject structure(s) into compliance with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power and within the time period prescribed by Alabama Power and at the Permittee’s sole expense.

The Permittee acknowledges and agrees that the Permittee also shall be responsible for the payment of all costs and expenses, including but not necessarily limited to attorneys’ fees and court costs, incurred by Alabama Power in connection with Alabama Power’s effort to collect any of the fees outlined in this section.

Should a previously permitted structure be totally destroyed by natural causes (e.g., storm, fire, etc.), the Permittee may apply to Alabama Power for a permit to construct a replacement structure in compliance with and pursuant to these Guidelines, and the Permittee will not be subject to any of the above Permit Fees so long as application is made within one hundred eighty (180) days of the structure’s destruction.

<b>SECTION A-4</b>
<b>PERMIT TERMS AND CONDITIONS</b>

1.

The Permit is granted solely for the purpose of allowing the Permittee to engage in the permitted activity and to construct (as applicable), modify (as applicable), remove (as applicable), operate, use, and maintain the Permitted Facilities (where such specific Permitted Facilities are identified in the Permit), as set forth in the Permit and as acknowledged in the FERC Order. No addition or change shall be made in any such activity, construction, modification, removal, operation, use, and/or maintenance without the Company’s prior written approval. The Company reserves the right to require the Permittee to pay a reasonable annual permit administration fee in the future, after providing the Permittee notice and a reasonable grace period, as determined solely by the Company.
2.

The Permittee shall at all times ensure to the satisfaction of the Company that the permitted activity is conducted and the Permitted Facilities are constructed (as applicable), modified (as applicable), removed (as applicable), operated, used, and/or 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. The Permittee shall also have the sole obligation of ensuring that the Permitted Facilities are maintained in a good state of repair.



3. The hydroelectric reservoir development is the property of the Company and the hydroelectric reservoir was built and is being operated, used, and/or maintained to hold back, retain, accumulate, store, and assist in controlling the waters of the river and its tributaries in the reservoir, and the Company must and does 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 said reservoir in any manner the Company, its successors, and assigns may deem necessary or expedient; and the permitted activity and the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities shall in no way interfere with such uses, regulations, or control of said reservoir or the waters thereof.

4. This Permit constitutes a mere license for use of the Company's Project lands and waters, and the Permittee hereby agrees, on behalf of itself and its members, incorporators, owners, directors, employees, agents, representatives, subsidiary, parent or affiliated companies, servants, successors and/or assigns (and any other entity or person who has an ownership or vested interest in any of the Permitted Facilities), that it neither has nor will have—and that it will not attempt to assert—any claim of property rights or interest in or to the reservoir or any adjacent lands of the Company by reason of any past, current, or future occupancy or use of the Project lands and waters at issue (and/or in or to any other piece of property owned by the Company on which any structure or facility owned and/or operated by the Permittee is situated). Regarding the lands pertinent to this Permit, the Permittee acknowledges and agrees that the Company solely owns in fee all lands and waters at and below a specific contour based on the specific reservoir as described in the Company's License.

5. All expenses and responsibilities for the permitted activity on Project lands and waters and the construction (as applicable), modification (as applicable), removal (as applicable) operation, use, and/or maintenance of the Permitted Facilities, including the expenses of obtaining all necessary federal, state, and local permits or approvals (including health department, as applicable), shall be borne solely by the Permittee.

6. The Permittee hereby agrees to defend, indemnify, and hold the Company and its respective officers, directors, stockholders, shareholders, employees, former employees, agents, representatives, franchisers, franchisees, subsidiary, parent or affiliated companies, agents, servants, successors and assigns, insurers, and attorneys ("Indemnified Parties") harmless from any and all costs, expenses, personal injuries, property damage, damage or loss of any type or kind, whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys' fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever arising out of, resulting from, relating to, or incidental to any activity authorized via this Permit. The Permittee's obligation to defend the Company and Indemnified Parties shall commence at the moment a claim or lawsuit is filed or a demand is made, and shall apply regardless of the Permittee's, the Company's and/or Indemnified Parties' ultimate liabilities and regardless of whether the alleged action or inaction arises out of, in whole or in part, the Company's and/or Indemnified Parties' own negligence or conduct. In the event that the indemnity and defense obligations of this paragraph are triggered, the Company shall have the right to select and retain counsel for the Company and/or Indemnified Parties at the expense of the Permittee. The Permittee's obligations under this paragraph are intended to apply at all times, including before, during, and after completion of the authorized activity and construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. For purposes of this paragraph, the Permittee expressly acknowledges that it has agreed to the same knowingly, evenhandedly, and validly.

7. The Permittee, on behalf of itself and its members, incorporators, owners, directors, employees, agents, representatives, subsidiary, parent or affiliated companies, servants, successors and/or assigns (and any other entity or person who has an ownership or vested interest in any of the Permitted Facilities), hereby releases, acquits, and forever discharges the Company and Indemnified Parties from any and all costs, expenses, personal injuries, property damage, damages, or losses of any type or kind, whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys' fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever that the Permittee now has or may hereafter have on account of, arising out of, resulting from, relating to, or incidental to the activities authorized via this Permit.

8. 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 said violation. If said violation shall continue for a period of thirty (30) days after notice thereof by the Company, the Company may, in its sole discretion, cancel this Permit and require the Permittee to remove, or cause to be removed, from the Project lands and waters within thirty (30) days the Permitted Facilities (and any other structure or facility of the Permittee that is situated on the Project lands or waters), and to restore the Project lands and/or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

9. The Permittee shall comply promptly with any lawful regulations or instructions of the Company and any federal, state, or local governmental agency.

10. The Permittee agrees that it will engage in the permitted activity and will construct (as applicable), modify (as applicable), remove (as applicable), operate, use, and/or maintain the Permitted Facilities in a manner so as to minimize any adverse impact on fish and wildlife habitat and natural environmental values.

11. This Permit is nontransferable, absent the written consent of the Company. Upon the sale of any (or any part) of the Permitted Facilities, this Permit is null and void.

12. The Permittee shall not engage in any construction, removal, filling, dredging, or modification activity not expressly authorized in this Permit on Project lands and/or waters without obtaining the Company's prior written approval. Upon discovery of any of the aforementioned unpermitted activities by the Permittee, the Permittee will have seven (7) days to restore the site to its original condition and seek the necessary permission from the Company, after receiving notice from the Company. The Permittee may also be required to pay a non-compliance fee per occurrence, and an additional FERC permit application fee in cases where the unpermitted activity necessitates the Company to have to make another FERC filing to seek and order authorizing the unpermitted activity.

13. At such time the Permittee ceases to maintain the Permitted Facilities or upon revocation of this Permit by either the Company or the Permittee, the Permittee shall, if directed by the Company, remove the Permitted Facilities within thirty (30) days, at the Permittee's expense, and restore the Project lands or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters (without any expense to the Company). 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.

14. The Permittee shall conduct the permitted activity and shall construct (as applicable), modify (as applicable), remove (as applicable) operate, use, and maintain the Permitted Facilities in such a manner as to not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Project lands and waters. Further, the Permittee shall take all reasonable precautions to ensure that all activity authorized via this Permit will occur in a manner that will protect the scenic, recreational, and other environmental values of the Project.

15. The Company makes no representation or warranty regarding the condition of the Project lands and/or waters, either now or at any time during the term of this Permit. The Permittee acknowledges that the Project lands and/or waters may not be suitable for the purpose for which the Permittee intends to use such lands and waters, and that the Project lands and/or waters may not be in a safe or proper condition for the intended use. Moreover, the Permittee acknowledges and agrees that the Company shall have no affirmative duty or obligation to oversee or otherwise monitor the performance of any activity authorized in this Permit.

16. No attempt shall be made by the Permittee to unduly restrict the full and free use by the public of all waters at or adjacent to any of the Permitted Facilities, or to unreasonably interfere with navigation in connection with the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of said facilities.

17. The Permittee agrees that if subsequent operations by the Company require an alteration in the location of any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), or if in the opinion of the Company any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters) causes unreasonable obstruction to navigation or that the public interest so requires, the Permittee shall, upon written notice from the Company, remove, alter, and/or relocate the subject Permitted Facilities (and/or any other structure or facility of the Permittee that is situated on the Project lands or waters), without expense to the Company.

18. The Company shall in no case be liable for any damage or injury to the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), which may be caused by or result from subsequent operations undertaken by the Company, or by any federal, state, or local agency of the government for the improvement of navigation or for other lawful purposes, and no claim or right to compensation by the Permittee shall accrue from any such damage.

19. The permitted activity and the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities are subject to any and all applicable federal, state, and local laws and regulations (including but not limited to those of the health department), as well as to all applicable regulations or instructions of the Company.

20. This 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, nor does it eliminate the necessity of the Permittee to obtain any federal, state, or local approval required by law for the permitted activity or the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. Furthermore, no benefit (direct or otherwise) is intended to flow to any third party via this Permit.

21. By thirty (30) days' written notice, the Company may revoke this Permit whenever it determines that the public interest necessitates such revocation or when it determines that the Permittee has failed to comply with any of the terms or conditions of this Permit. The revocation notice shall specify the reasons for such action. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

22. Notwithstanding the preceding conditions, if in the opinion of the Company, emergency circumstances dictate otherwise, the Company may revoke this Permit. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

23. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for the proper design, engineering, construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for ensuring that the Permittee (and any contractor of the Permittee) comply with any laws, regulations, codes, statutes, ordinances, or instructions of any federal, state, or local governmental agency (including but not limited to the health department).

24. The Permittee is to keep the Project lands and waters occupied by and surrounding the Permitted Facilities free of all waste, garbage, and other unsightly debris and materials and is to comply with local health rules and regulations (including but not limited to any applicable rules, codes, and regulations of the health department).

25. All demands and notices sent to the Permittee or the Company shall be given in writing, by hand-delivery, by certified or registered U.S. Mail, by standard U.S. Mail (postage prepaid), or by any form of express delivery requiring a signed receipt, directed to the respective addresses set forth below:

To the Permittee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Company:

Alabama Power Company  
Corporate Real Estate Department  
600 North 18th Street  
Bin 12N-0981  
Birmingham, Alabama 35203

Notice given personally or express delivery shall be deemed given when received. Notice given by certified, registered, or standard U.S. Mail shall be deemed given three (3) business days after mailing.

26. The Permittee shall notify the Company in writing by letter immediately upon the completion of the applicable construction, modification, and/or removal of said facilities (and thereafter shall not engage in or otherwise allow any additional construction, modification, and/or removal activity on Project lands and waters without obtaining the Company's prior written approval). In the event the applicable construction, modification, and/or removal of said facilities will not be completed by the Construction Deadline due to extreme and unforeseeable circumstances beyond the Permittee's control, the Permittee may request in writing by letter a reasonable extension of time in which to ensure the completion of the applicable construction, modification, and/or removal of said facilities. The circumstances constituting extreme and unforeseeable will depend on the facts of situation but will typically not include those due to delay or failure of performance by the Permittee's contractors or other business conditions. The Company must receive such request at least ninety (90) days prior to the Construction Deadline. The request must at a minimum include a schedule for when the pertinent construction, modification, and/or removal activities will be completed and a description of the key factors that were considered in the development of the schedule. The Company may file such plan with FERC for approval. Unless FERC and/or the Company approves in writing such extension plan prior to the Construction Deadline, the Permittee must cease construction, modification, and/or removal activities upon the Construction Deadline and may not resume them until and unless authorized by FERC and/or the Company in writing.

27. The Permittee may not assign or transfer any of the rights, duties, or obligations under this Permit without the prior written consent of the Company.

28. The Permittee acknowledges and agrees that any and all fill generated or otherwise accumulated as a result of or in connection with any work performed relative to any of the activity authorized via this Permit (as well as any and all of material constituting those Permitted Facilities to be removed via this Permit) shall be relocated to and otherwise placed on property outside of the Company's fee-owned and flood easement lands.

29. In the event any previously undiscovered cultural resource site or any previously unidentified archeological or historic property, or artifacts, or archaeological features are discovered during the course of construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of any of the Permitted Facilities (or in connection with any other permitted activity taking place within the Project boundary), the Permittee immediately shall effect the cessation of all potentially disturbing activity at the site and immediately contact the Company. Artifacts are objects made, used, or modified by humans. They include, but are not excluded to, arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, etc. Archaeological features are stains in the soil that indicated disturbance by human activity. Some examples of this are post holes, building foundations, trash pits, and human burials/remains.

30. The Permittee shall strictly adhere to state water quality standards.

31. The Permittee agrees to provide public recreation use data for the Permitted Facilities, as requested by the Company. Provision of such data will be consistent with 1) any lawful obligation of the Company to provide such information; 2) any additional request by FERC concerning the use of project lands; and/or 3) any other applicable state or federal requirements.

32. No delay or omission of Alabama Power to exercise any right, power, or remedy hereunder shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of the same or a waiver of any



default by the Permittee, or acquiescence in such a default; and every right, power, and remedy given hereunder to Alabama Power may be exercised from time to time and as often as Alabama Power may elect.

33. This Permit supersedes any and all other agreements, either oral or written, between the Permittee and the Company with respect to the subject matter of this Permit, and no other agreement, statement, promise, or representation between the Permittee and the Company and relating to the subject matter of this Permit that is not contained in this Permit shall be valid or binding. This Permit may only be modified in writing, signed by authorized representatives of both the Permittee and the Company. No oral agreement or course of performance shall constitute an amendment of this Permit.

**ATTORNEYS’ FEES**

By accepting a Permit from Alabama Power Company and/or maintaining a structure or structures on Alabama Power’s fee-owned and/or easement lands, the Permittee agrees and acknowledges that Alabama Power has a right to request, and the Permittee has an obligation to pay, any and all attorneys’ fees, expenses, and/or costs incurred by Alabama Power relating to the enforcement of any of the provisions, terms, and/or conditions of the Permit (which includes these Guidelines), including, without limitation, any and all attorneys’ fees, expenses, and costs incurred by Alabama Power relating to remedying any action, construction, or activity that is not in compliance with the Permit (which includes these Guidelines), whether caused by the Permittee and/or the Permittee’s family members, guests, agents, employees, and/or contractors.

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

Signed: \_\_\_\_\_  
Permittee

Date: \_\_\_\_\_