



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

**WEISS LAKE  
FERC Project No. 2146**

Corporate Real Estate – Shoreline Management  
1014 West Main Street  
Centre, AL 35960  
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For permitting and other information, please visit Alabama Power’s website:  
<https://apcshorelines.com/>

Lake	Full Pool (Summer) Level	Alabama Power’s Fee Ownership	Alabama Power’s Flood Easement
Weiss	564’ mean sea level contour (“MSL”)	565’ MSL	572’ to 578’ MSL*

\* Range in elevation dependent on location (for more information, call Shoreline office).

**PURPOSE OF THE GUIDELINES**

The purpose of these General Guidelines for Residential Shoreline Permitting & Permit Terms and Conditions (“the Guidelines” or “these Guidelines”) is to help you understand Alabama Power Company’s (“Alabama Power”) general policies and parameters for residential permitting activities on and around lakes managed by Alabama Power. Alabama Power owns the pool properties of Weiss Lake and has additional property rights along the shoreline of Weiss Lake (“Project lands and/or waters” or “Project lands and waters”), and has constructed and is maintaining and operating a dam on Weiss Lake for the purpose of generating electrical energy under a license 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. **These Guidelines are not necessarily intended to be all-inclusive and feasibly cannot address every specific situation that may exist on Weiss Lake. These Guidelines are implemented by Alabama Power to facilitate orderly and reasonable shoreline management of the lake, recognizing that peculiarities in shorelines and property lines exist and may 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 to be the ordinarily maximum allowed and may not be allowable in every situation.

**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.**

**OVERVIEW OF THE GUIDELINES**

These Guidelines provide permitting procedures, criteria, provisions, terms and conditions, and fees applicable to, and otherwise concerning, the following categories of activity on Project lands and/or waters:

**Residential Shoreline Construction and/or Related Activity:** Includes the construction of (and/or related activity regarding) 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 and associated anchors, decks, staircases, boathouses, access ramps, gazebos, dredging, sea walls and rip rap for bank stabilization, and re-grading (see Sections A-1 through A-4);

**Elevated Single-Family Structures:** Includes the construction of stilted single-family residential structures intended for or capable of human habitation that are located within Alabama Power’s flood easement (see Sections B-1 through B-4, if and as applicable);

**Unenclosed Legacy Structures:** Includes the maintaining of existing, non-fully walled structures that, although having been situated on Alabama Power’s fee-owned and/or flood easement lands with Alabama Power’s permission, generally are not encompassed by a written permit previously issued by Alabama Power and are not in strict compliance with these Guidelines (see Sections C-1 through C-4, if and as applicable); and/or

**Enclosed Legacy Structures:** Includes the maintaining of existing, fully walled structures that, although having been situated on Alabama Power’s fee-owned and/or flood easement lands with Alabama Power’s permission, generally are not encompassed by a written permit previously issued by Alabama Power and are not in strict compliance with these Guidelines (see Sections D-1 through D-4, if and as applicable).

**These Guidelines are incorporated into, and made a part of, any written permit issued by Alabama Power in regard to any of the above categories of activity on Project lands and/or waters.**

## SECTION A-1

### INITIAL STEPS FOR PERMITS REGARDING RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

Contact your local Alabama Power Company (“Alabama Power”) Shoreline Management Office via <https://apcshorelines.com/> 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 and/or flood easement 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 to your Alabama Power Shoreline Management representative:

1. A signed copy of these Guidelines;
2. 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;
3. 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;
4. Your contact information including current mailing address, phone number, and e-mail address;
5. The name and contact information of any of your agents, employees, or contractors who/that you authorize/hire (or will authorize/hire) to construct/install/significantly repair any structure on Alabama Power’s fee-owned property and/or flood easement lands;
6. A sketch of all existing and proposed shoreline structures; and
7. 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 RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

The following criteria and provisions pertain to Alabama Power’s issuance of a Residential Shoreline Permit regarding Residential Shoreline Construction and/or Related Activity (the “Permit”) to the owner(s) of the non-habitable shoreline structure(s) at issue (“Permittee” or “the Permittee”).

**Lots 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 Permittee owns (and which adjoins Alabama Power’s fee-owned property along the shoreline), 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, walkways, boathouses, wet slips, personal watercraft flotations, etc.) should be set a minimum of 15 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 the structure. That being said, there is no right—whether under applicable law or these Guidelines—to a 15’ (or other length) minimum setback, and it is not reasonable for this setback to be feasible in all cases. Moreover, the Permittee has no property rights that extend into the lake, as Alabama Power owns in fee this property.

**STRUCTURE SIZE AND CONFIGURATION:** The total allowable square footage for structures (*e.g.*, floating dock, boathouse, wet slip, etc.) is **1,220** square feet. Structures shall not exceed 80 feet in length. 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. **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 (*e.g.*, 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 (*e.g.*, toilets, sinks, showers, bathtubs, etc.) are allowed.** Additionally, any methods and locations for floating structure anchors (including any deep water anchors) must be documented in the application and may be subject to additional restrictions.

**NARROW SLOUGH:** In a narrow slough, no structure can extend over 1/3 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 lot located within a narrow slough may not qualify for a Permit.

**SENSITIVE RESOURCE AREA:** In regard to a lot or site identified as a Sensitive Resource Area, no construction or other potentially disturbing activity may take place unless and until specifically authorized by Alabama Power in writing. Additional permitting requirements such as limited construction time periods and construction methods may be required. Prior to any required work being conducted in an area identified as environmentally sensitive, as well as following the conclusion of any authorized work, Permittee must contact the Alabama Power Shoreline Management office to document the permit close-out process.

**WALLED STORAGE STRUCTURES IN FLOOD EASEMENT:** The owner of any walled storage structure (*e.g.*, storage building, storage shed, boat storage facility, etc.) situated on or within Alabama Power's flood easement area must accommodate Alabama Power's flood storage capabilities by either elevating the structure to where the base floor (or any portion located beneath the base floor) is located above Alabama Power's flood storage elevation or venting the structure to allow a sufficient amount of water to freely enter and exit the structure. For either measure chosen, Alabama Power may require the owner to provide Alabama Power 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's flood storage area, and Alabama Power reserves the right to require recertification of these requirements at any time. Alabama Power does not represent or warrant that any elevation and/or venting measure undertaken is safe or suitable for any structure. Alabama Power may require these elevation and/or venting measures ONLY to protect its flood storage capabilities and/or property rights and makes no warranty regarding the safety or suitability of any elevation and/or venting measure. Ultimately, whether any walled structure adequately allows for the free flowage of water and otherwise accommodates Alabama Power's flood storage area is to be determined by Alabama Power in its sole and unfettered discretion. Habitation of any walled storage structure situated on or within Alabama Power's flood storage area is not allowed. The maximum allowable square footage for any such walled storage structure is **100** square feet.

**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 upon completion of any permitted construction or significant repair activity. Certain other restrictions may apply according to seasonable water levels.

**PWC FLOTATION:** Permittee may be allowed up to two PWC (*i.e.*, personal watercraft) floats or lifts (or one of each), so long as the structure(s) is(are) in compliance with these Guidelines and the PWC floats maintain the requisite setback and length. A third or more PWC float or lift counts against the allowable square footage allotment and requires a written permit from Alabama Power.

**BOAT RAMPS:** Boat ramps shall not exceed 20 feet in width (individually or cumulative for all ramps on a property) and may extend into the lake only a reasonable distance from the shoreline, which will be determined by Alabama Power Company in its sole discretion. In an area identified as having the potential to be a Sensitive Resource Area, ramps may be limited 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:** Rip-rap 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 kind of backfill must be approved by Alabama Power in its sole discretion. 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 may be required 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 Alabama Power recommends the same within Alabama Power's flood easement lands) measured horizontally from the top of the normal full pool of the lake (the "buffer zone"). As with Alabama Power's other fee-owned and/or flood easement lands, no construction and/or related activity may take place within the buffer zone without Alabama Power's prior written authorization. Certain activities are not permitted within the buffer zone, including but not necessarily limited to: changing the contour of the land; laying/seeding any sod, grass, and/or garden; constructing any habitable structure, fence, or, well; allowing the presence of any garbage, debris, or other foreign material; removing any tree measuring

more than three inches in diameter; and clearing any shrubbery measuring more than four feet tall. Permittee potentially may be authorized to construct one (but no more than one) walkway within the buffer zone, but said potential walkway may not measure more than four feet in width.

**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 requires approval by Alabama Power and must be identified and included within the application. Spoils may not be placed in areas identified as potentially environmentally sensitive, adjacent waters, bottomland hardwoods, or wetlands, and spoils shall be placed in a confined upland area in such a manner that sediment will not re-enter the waterway or interfere with natural drainage.

**FENCES:** Fences are prohibited at the shoreline and may be restricted in other areas, and fences may not impede Project access. In any event, no fence may be constructed on or within Alabama Power's fee-owned property without Alabama Power's express written consent (*i.e.*, via Alabama Power's issuance of a written Permit), and no fence may be constructed on or within Alabama Power's flood easement lands unless said fence allows for the free flowage of water.

**LEVEES OR FLOODWALLS:** No levee or floodwall may be placed or maintained on or within Alabama Power's fee-owned and/or flood easement lands.

**CAMPER/TRAILER UNDERPINNINGS:** In regard to a camper, trailer, or similar facility situated within Alabama Power's flood 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.

**ROPE SWINGS:** No rope swing may be placed or maintained on or within Alabama Power's fee-owned property.

**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 flood easement lands.

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

**COVENANTS/DESIGN SCHEMES:** Alabama Power cooperates with developers and encourages compliance with covenants and/or other regulatory/design schemes put in place by developers in order to encourage best practices for shoreline management within the developments. It is Permittee's responsibility to obtain the necessary architectural board and/or other approvals, if such approval is a requirement, prior to any construction. **Lots purchased within Alabama Power subdivisions may be subject to additional restrictions.**

**PERMIT ISSUANCE:** Upon approval by Alabama Power and payment of the requisite permit fee, Permittee will be issued a complete Permit and a pending permit tag will be placed at or near Permittee's lot.

The Permittee will have one year 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 and take photographs of the structure(s), remove the pending permit tag, and affix a permit tag at or near Permittee's lot 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

#### **TERMS AND CONDITIONS OF PERMITS REGARDING RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY**

Any Permit regarding Residential Shoreline Construction and/or Related Activity granted by Alabama Power to the Permittee does and shall include and incorporate the following Terms and Conditions, and such Permit does and shall require the Permittee to comply with, and otherwise adhere to, the following Terms and Conditions:

- A-3.1 The Permit granted by Alabama Power to the Permittee is solely for the purpose described in the Permit.
- A-3.2 For any structure to be modified or constructed, the Permittee shall have obtained Alabama Power's written approval prior to beginning modification or construction, and no addition or design change shall be made to any permitted structure without the prior written approval of Alabama Power.
- A-3.3 The Permittee agrees to complete any permitted activity within one (1) year of the Permit issuance date. The Permit shall become null and void if the permitted activity is not completed within that period, unless Permittee obtained an extension in writing from Alabama Power prior to the expiration of the initial one (1) year period. An extension of the Permit will be treated as a modification of the Permit, and the Permittee may be required to pay a Permit Modification Fee (see Section A-4) prior to being issued an extension (and the maximum extension will be for ninety (90) days).

- A-3.4 The Permit Criteria and Provisions Applicable to Residential Shoreline Construction and/or Related Activity set forth above in Section A-2 shall apply to all Permits, and Permittee shall be bound thereby, unless and only to the extent that the Permit expressly provides or allows otherwise.
- A-3.5 Alabama Power 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 the subject reservoir in any manner Alabama Power, 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 Alabama Power require an alteration in the location of any permitted facility, or if in the opinion of Alabama Power any permitted facility shall cause unreasonable obstruction to navigation or that the public interest so requires, or if for any other reason as determined by Alabama Power in its sole discretion, the Permittee shall be required, upon written notice from Alabama Power, to remove, alter, or relocate any permitted facility, without expense to Alabama Power.
- A-3.6 The Permit constitutes a mere license for use of Alabama Power's lands and/or waters, and Permittee agrees, on behalf of Permittee and Permittee's heirs, administrators, successors, and assigns, that no attempt will be made to set up any claim of property rights or interest in or to the subject reservoir or the adjacent lands of Alabama Power by reason of the use of any of the permitted facilities hereunder. The Permit does not convey any property rights, either in real estate or material, and does not authorize any unpermitted injury to private property or invasion of private rights or any infringement of Federal, State, or local laws or regulations. In keeping with the foregoing, should the Permittee cause (or allow to be caused) any unauthorized damage to Alabama Power's fee-owned lands (or any unauthorized interference to/with Alabama Power's flood easement rights), Alabama Power may require the Permittee to remediate any such damage (or any such interference) and, if so, the Permittee must complete such remediation work within the time period prescribed by Alabama Power and at the Permittee's sole expense (and the Permittee further may be subject to any applicable Permit Fee as determined by Alabama Power (see Section A-4)). This Permit does not eliminate the necessity of the Permittee obtaining any Federal, State, or local assent required by law for the construction, operation, or maintenance of any permitted facility. The Permit does not convey a view or easement in light or air, and Alabama Power makes no guarantee of any particular view. The Permittee acknowledges that there is no right to a view or light or air under Alabama law.
- A-3.7 The Permittee agrees and covenants to indemnify, release, and hold harmless Alabama Power, 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 any permitted facility (including but not limited to any floating structure anchor/deep water anchor) and including without limitation any and all alleged damages resulting from any issue existing between Permittee and Permittee's adjoining landowners (*i.e.*, neighbors), growing out of Alabama Power's issuance of this Permit or the ownership, construction, operation, and/or maintenance by the Permittee of any of the permitted or other facilities situated within the Project boundary.
- A-3.8 Alabama Power shall in no case be liable for any damage or injury to any permitted facility that may be caused by nature or caused by or result from subsequent operations undertaken by Alabama Power, or any Federal, State, or local government agency, for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage. Moreover, 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 any permitted facility or to unreasonably interfere with navigation in connection with the ownership, construction, operation, and/or maintenance of any of the permitted facilities.
- A-3.9 The Permittee shall at all times ensure that the permitted facilities are constructed and maintained in such a manner as to be consistent with shoreline aesthetic values (as may be determined by Alabama Power in its sole discretion), and comply with all applicable Federal, State, and local health and safety codes, rules, ordinances, laws, and regulations.
- A-3.10 The construction, operation, maintenance, and use of any permitted facility are subject to all applicable Federal, State, and local laws, codes, rules, ordinances, and regulations, as well as all directives, instructions, or requirements of Alabama Power. All expenses and responsibilities for the construction and maintenance of the permitted facilities, including the expenses of obtaining any necessary Federal, State, and local permits or approvals, shall be borne solely by the Permittee.
- A-3.11 The Permittee is solely responsible for proper design, engineering, construction, modification, and/or maintenance of the permitted facilities. Issuance of the Permit is not a guarantee or assurance that Permittee's facilities (and/or any modifications thereto) are safe, proper, or adequate for the purpose intended. The Permittee solely shall have the obligation of ensuring that the permitted facilities are constructed, modified, and/or maintained in a good state of repair.
- A-3.12 The Permittee shall construct, operate, and/or maintain the permitted facilities in a manner so as to minimize any adverse impact on fish, wildlife, shoreline wetlands, adjacent streams, lake waters, or cultural resources.
- A-3.13 In the event artifacts or archaeological features are encountered or are believed to be encountered during construction or other activity, all potentially disturbing work/activity shall cease and Permittee shall immediately contact the appropriate Alabama Power Shoreline Management office.

- A-3.14 No permitted structures shall be used (or be usable) for human habitation on Alabama Power's fee-owned or flood easement lands, and no habitable fixture (*e.g.*, toilet, sink, shower, bathtub, etc.) may be placed in or attached to any permitted structure.
- A-3.15 Save for the occasional (*i.e.*, non-primary) temporary rental-by-owner arrangement (*e.g.*, "Airbnb" or "VRBO"), Permittee shall not charge others for use of any permitted facility, and no commercial activity may be engaged in, on Alabama Power's fee-owned property. The Permittee hereby covenants and agrees that the Permittee will not cause or allow any illegal activity to take place on Alabama Power's fee-owned property.
- A-3.16 The size, design, location, and material (when specified by the Permit) of all permitted facilities shall conform to what is shown in the Permit's "Sketch of Permitted Structures" and/or as otherwise set forth in the Permit. Any proposed changes must be approved in writing by Alabama Power, and any applicable Permit Modification Fee (or any other applicable fee; see Section A-4) must be paid prior to any construction/modification activity.
- A-3.17 Permittee shall cooperate with and participate in the program of solid waste disposal in effect in the area of any permitted facility. Permittee shall keep the lands and waters occupied by and surrounding the permitted facilities free of all waste, garbage, and other unsightly debris, possessions, and materials (including but not limited to those of useless or limited value). Further, Permittee shall comply with all local health codes, rules, ordinances, laws, and regulations.
- A-3.18 The Permit is non-transferable absent Alabama Power's written consent; the Permit and Permittee's rights thereunder are personal to Permittee and may not be assigned without the express written consent of Alabama Power, which Alabama Power may grant or withhold in its sole discretion and without regard to any standard of reasonableness or otherwise. **In the event Permittee conveys or otherwise transfers the adjacent land or leasehold, Permittee shall give to Alabama Power notice in writing of the name and address of the intended transferee at least seven (7) days prior to the transfer. Permittee shall provide prior notice to any potential transferee of the existence and terms of the Permit.** In the event that Alabama Power shall not give its written consent to the assignment of the Permit to any purported transferee, any attempted transfer of the Permit shall be voidable by Alabama Power, but such purported transferee shall nonetheless be bound by the terms, conditions, and provisions of the Permit, 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, conditions, and provisions hereof.
- A-3.19 If, in the sole opinion of Alabama Power, the Permittee has failed to comply with any of the terms, conditions, and/or provisions hereof, or with any additional conditions imposed by Alabama Power, or any Federal, State, or local government agency, the Permittee shall take appropriate action to correct the violation. If the violation continues for a period of thirty (30) days after notice thereof by Alabama Power, Alabama Power may in its sole discretion, cancel/revoke/terminate the Permit and Alabama Power may remove or require Permittee to remove, or cause to be removed from the Project lands and waters within thirty (30) days, any facility constructed or maintained thereunder, at Permittee's sole expense and without any additional notice to Permittee. If the Permittee fails to remove and so restore to the satisfaction of Alabama Power, Alabama Power may do so and may recover the cost thereof from the Permittee.
- A-3.20 Notwithstanding the preceding condition, if in the opinion of Alabama Power emergency circumstances dictate or the public interest necessitates, or for any other reason whatsoever as determined by Alabama Power in its sole discretion, Alabama Power may summarily revoke the Permit. Once the Permit has been revoked, the Permittee must remove the permitted facilities within thirty (30) days and restore the Project lands and/or waters to their former condition at the Permittee's expense. If the Permittee fails to remove and so restore to the satisfaction of Alabama Power, Alabama Power may do so without any additional notice to Permittee and may recover the cost thereof from the Permittee.
- A-3.21 In the event Alabama Power removes any permitted facility for any reason herein, Alabama Power may, at its sole discretion, dispose of or destroy the same.
- A-3.22 Alabama Power's rights contained herein, including without limitation Alabama Power's rights to remove the Permittee's facilities upon revocation, cancellation, expiration, or termination of the Permit, rights to recover the cost thereof from the Permittee, and rights to recover attorneys' fees, shall survive the revocation, cancellation, expiration, or termination of the Permit.
- A-3.23 If it is determined by Alabama Power, the Permittee, 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 notify Alabama Power in writing (if determined by any person or entity other than Alabama Power) and must cease and desist any and all potentially affecting work until further notified in writing by Alabama Power. Should Permittee fail to comply with any term, condition, criterion, or provision herein (and/or any other requirement or directive of Alabama Power or any government agency) regarding the protection of a Sensitive Resource Area, Permittee shall be solely responsible for correcting and remedying any and all such non-compliance within a time period determined by Alabama Power in its sole discretion.
- A-3.24 Any Permittee that is issued a Programmatic General Permit ("PGP") by Alabama Power on behalf of the U.S. Army Corps of Engineers will be responsible for complying with the Special and General Conditions contained within the PGPs and with any project specific conditions provided. A copy of the PGPs for minor activities on Alabama Power reservoirs is available from Alabama Power's Shoreline Management office and/or on the web sites of Alabama Power (<https://apcshorelines.com/shoreline-management/>) and the U.S. Army Corps of Engineers:

<http://www.sam.usace.army.mil/Missions/Regulatory/GeneralPermits.aspx>. The Permittee further shall minimize adverse impacts to State waters by strictly adhering to the ADEM Special Conditions and Best Management Practices that can be found on Alabama Power's Shoreline Management website at: <https://apcshorelines.com/shoreline-management/>. The Permittee further shall comply with any specific terms and conditions as listed in any Approval Letter provided from Alabama Power's Environmental Affairs Department.

- A-3.25 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. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies of Alabama Power. No right, power, or remedy conferred upon or reserved to Alabama Power under the Permit is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or otherwise available at law or in equity. It is agreed that in any proceeding by Alabama Power to enforce the Permit (whether in whole or in part), damages alone may not be an adequate remedy, and Alabama Power shall have the unfettered right to seek and obtain injunctive and other equitable relief in addition to monetary damages. The obligations of the Permittee under the Permit are joint and several.
- A-3.26 The Permit and the rights of Alabama Power under the Permit may be assigned by Alabama Power, and the Permit shall be enforceable by any assignee, transferee, or successor of Alabama Power.
- A-3.27 The Permittee shall assess and pay all taxes attributable to any of the permitted facilities and all land and personal property of the Permittee.
- A-3.28 The Permit and the permission given hereby are subject to all easements, restrictions, reservations, and other matters that may affect Alabama Power's right, title, and interest in and to the Project lands and/or waters, whether the same are of record, are discoverable by an accurate survey or inspection of the Project lands and/or waters, or are shown in drawings on file with Alabama Power which shall be made available to the Permittee for inspection upon request made reasonably in advance of such inspection.
- A-3.29 The Permittee agrees and represents that the construction and use of any of the permitted facilities by the Permittee is with Alabama Power's consent and permission only and in consideration of the Permittee's recognition of Alabama Power's superior rights and the Permittee's agreement to comply with all of the terms and conditions of the Permit.
- A-3.30 Where written notice from Alabama Power to the Permittee is contemplated herein, any such notice shall be addressed to the Permittee at the Permittee's address set forth in the Permit. Where written notice from the Permittee to Alabama Power is contemplated herein, any such notice shall be addressed to Alabama Power's Shoreline Management office (1014 West Main Street, Centre, AL 35960).
- A-3.31 The Permit sets forth the entire understanding and agreement among and/or between Permittee and Alabama Power with respect to the subject matter of the Permit and supersedes any prior or contemporaneous oral and/or written agreements or representations among and/or between Permittee and Alabama Power with respect to the subject matter of the Permit.
- A-3.32 Should any of the terms, conditions, and/or provisions set forth in this Section A-3 be determined to be invalid by any court, agency, or any other tribunal of competent jurisdiction, such determination shall not affect the enforceability of the other terms, conditions, and/or provisions herein, and to this end the terms, conditions, and/or provisions of this Section A-3 are declared severable.

## SECTION A-4

### APPLICABLE PERMIT FEES REGARDING 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: \$400.00**

This non-refundable fee applies to any and all new residential shoreline construction activity (other than for an Elevated Structure) 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 prior to or at Alabama Power's issuance of the Permit. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

#### **Elevated Structure Construction Fee: \$500.00**

This non-refundable fee applies to any construction of an Elevated Structure authorized by a single Permit, and the Permittee shall pay this fee to Alabama Power prior to or at Alabama Power's issuance of the Permit. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any Elevated Structure construction activity.

**General Repair Fee: \$200.00**

This non-refundable fee applies to any and all residential shoreline structure repair activity of a substantial degree (including **but not limited to** adding rip rap to an existing rip rap footprint); whether such activity arises 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 first must 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: \$100.00**

This non-refundable fee applies to any modification, revision, or change to an applied-for Permit, where such modification, change, or revision is requested or otherwise prompted by the Permittee after his or her Permit request has been approved by Alabama Power but before construction is complete. The Permittee shall pay this fee to Alabama Power prior to the issuance of any modified Permit.

**Unauthorized Construction Fee: \$600.00**

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 flood 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: \$400.00**

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 flood 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: \$800.00**

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 repairs or modifies (or allows the repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or flood easement lands), and such construction and/or 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.

**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 flood 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Permittee