



**APPLICATION FOR
ASSIGNMENT OF NON-COMMERCIAL PERMIT**

BOUNDLESS ENERGY™

Dear Smith Mountain and Leesville Lake Property Owners:

As licensee for the Smith Mountain Pumped Storage Project (Project), Appalachian Power Company (Appalachian) has the responsibility and authority to regulate, permit, and monitor uses within the Project boundary (800-foot elevation contour at Smith Mountain Lake; 620-foot elevation contour at Leesville Lake.)

In order to be considered valid, a permit for **Non-Commercial Boat Dock / Pier / Landing** must be assigned to any new property owner(s) upon the sale or transfer of property ownership. In doing so, Appalachian essentially creates a new permit, known as an Occupancy and Use Permit.

Attached are the necessary forms to complete this process. Please note the following requirements:

1. The deeded property owner(s) (to whom the Permit is being assigned) must sign the attached Occupancy and Use Permit as the “Grantee.”
2. The Grantee’s signature(s) must be notarized.
3. A survey, depicting existing conditions within the Project boundary, is required. This survey must be prepared by a licensed surveyor, and must include all of the information detailed in the Application for Assignment.
4. Elevation drawings are required, showing at least two adjacent sides of the structure, and documenting the structure’s height as measured from the lake’s base elevation.
5. The Occupancy and Use Permit will be recorded with the Clerk of the Circuit Court in which the property is located. Please enclose a check made payable to one of the following Clerks of Court in the amount shown below depending upon the county in which the property is located.
 - a. Clerk of the Circuit Court of Bedford County \$45.00
 - b. Clerk of the Circuit Court of Franklin County \$40.00
 - c. Clerk of the Circuit Court of Campbell County \$40.00
 - d. Clerk of the Circuit Court of Pittsylvania County \$40.00

The form and the check should be mailed to:

Appalachian Power Company
Shoreline Management
P.O. Box 2021
Roanoke, VA 24022-2121

Should you have any additional questions, you may contact Appalachian’s Shoreline Management staff at 540-985-2579.

Sincerely,

Neil Holthouser
Plant Environmental Coordinator Sr.

SAMPLE EXHIBIT "A" PLAN VIEW

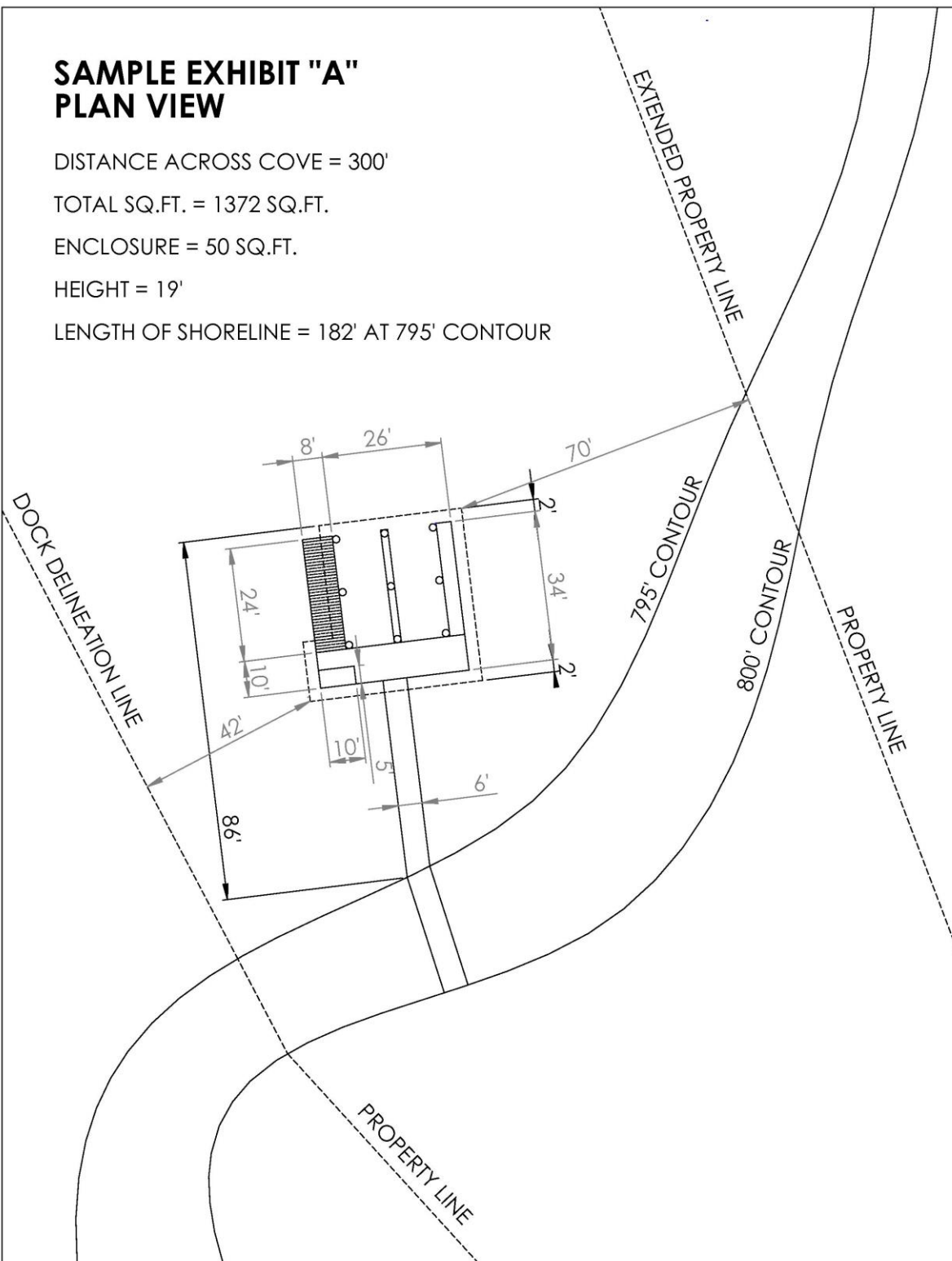
DISTANCE ACROSS COVE = 300'

TOTAL SQ.FT. = 1372 SQ.FT.

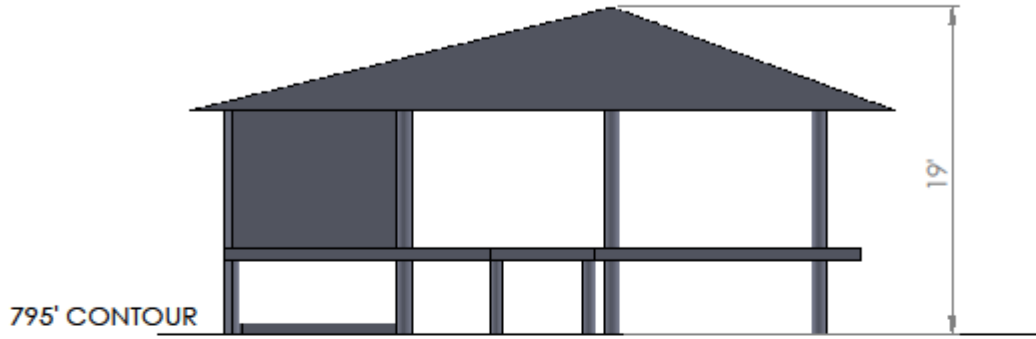
ENCLOSURE = 50 SQ.FT.

HEIGHT = 19'

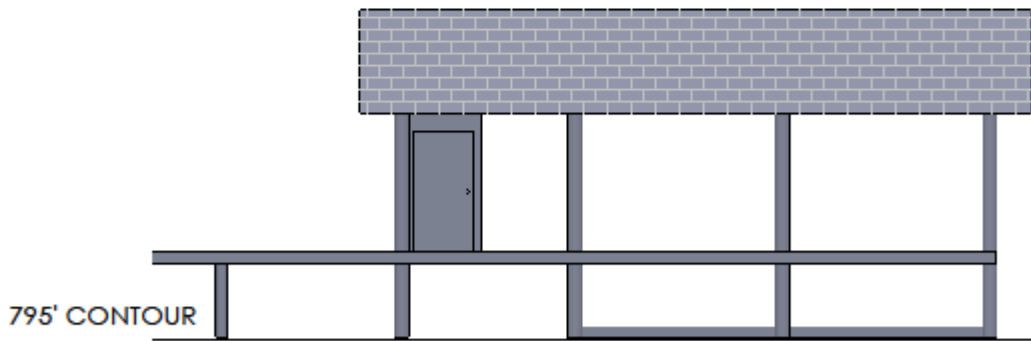
LENGTH OF SHORELINE = 182' AT 795' CONTOUR



**SAMPLE EXHIBIT "A"
FRONT ELEVATION**



**SAMPLE EXHIBIT "A"
SIDE ELEVATION**



OCCUPANCY AND USE PERMIT
Prepared by Appalachian Power Company

This Permit by and between **APPALACHIAN POWER COMPANY (APCO)**, a Virginia corporation, whose address is 40 Franklin Road, S.W., Roanoke, Virginia 24011, hereinafter referred to as the **GRANTOR**; and _____, hereinafter referred to as the **GRANTEE**, whose address is _____.

WITNESSETH

THAT, WHEREAS, Grantor has the authority and responsibility under its Federal Energy Regulatory Commission (FERC) license ("License") and its land rights to review and authorize certain activities within the Smith Mountain Project, the boundary of which includes all land within the 800 foot elevation contour at Smith Mountain Lake and the 620 foot elevation contour at Leesville Lake (the "Project"); and

WHEREAS, Grantee has received all necessary approvals from the responsible state and local authorities to install the following improvements (the "Permitted Facility") at their property located at _____ (the "Site") and referred to as Tax Map and Parcel Number _____ according to the _____ County Real Estate Records and as submitted in an application to Grantor signed and dated _____ with cover letter from APCO signed and dated _____:

- New Low Density Single Family Residential boat dock, pier, or similar structure
- Expansion or modification to existing low density single family residential boat dock, pier or similar structure
- Existing dock qualifying for the Legacy Program
- New Low Density Multi Use boat dock, pier, or similar structure with no more than two slips per 100 feet of shoreline
- Expansion or modification to existing low density multi-use dock facility with no more than two slips per 100 feet of shoreline
- Low Density Public Use

WHEREAS, no money has exchanged hands for this permit.

WHEREAS, the Permitted Facility is a type of a use and occupancy of the Project's lands and waters for which a Permit may be granted under the License; and

WHEREAS, Grantor has the continuing responsibility to supervise and control the uses and occupancies for which it has granted a Permit and to monitor the use of and ensure compliance with the conditions under which the Permit has been granted; and

WHEREAS, Grantor is willing to issue this Permit to Grantee for the aforesaid use and occupancy of the Project's lands and waters upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the Premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee this Permit, being the right and license to enter upon the Project lands lying adjacent to and abutting Grantee's property for the purpose of installing, operating and maintaining the Permitted Facility, including the right of ingress and egress, with all materials and equipment necessary or convenient to effectively carry out the above stated activity in a good and workmanlike manner.

By acceptance of this Permit, Grantee agrees to the Terms and Conditions set forth on Exhibit "B" attached hereto and the following:

Grantor, pursuant to its License, has the continuing responsibility to supervise and control the uses and occupancies for which it has granted permission and to monitor the use of and ensure compliance with the conditions under which this Permit has been granted. As a result, the use and occupancy hereby permitted is deemed to be made under a revocable license from Grantor. As such, if the use and occupancy violates any condition of the License or any other condition imposed for the protection and enhancement of the Project's scenic, recreational or other environmental values, or upon the petition of any other permitting agency, Grantor shall take such lawful action necessary to address the situation. Such action may include, if necessary, the cancellation of this Permit and the removal of the non-complying structures and facilities. Furthermore, any structures or other use associated with this Use and Occupancy Permit must be maintained in good repair and comply with applicable federal, state and local requirements.

In addition, the water levels at Smith Mountain Lake can rise up to and occasionally exceed the 800 foot contour during periods of high inflow, and fall as low as 787 feet and occasionally lower during periods of low inflow, maintenance or drought. Historically, water levels as measured at the dam reached 799.79 feet in 1978 and 787 feet in 2010. Leesville Lake can fluctuate between 613 feet and 600 feet during normal operations as measured at the dam. The project boundary at Leesville is to elevation 620 feet, because the water level has the potential for increasing upstream depending upon flows from Smith Mountain. Water levels can occasionally exceed or fall lower than these elevations due to floods, droughts, or maintenance. These elevations should be taken into consideration when designing structures.

The Grantee acknowledges that the any Permit granted shall be limited to Grantor's authority under its License and to its land rights to the property within the Project.

DATED this ____ day of _____, 20 ____.

GRANTOR:

APPALACHIAN POWER COMPANY

By: _____

Elizabeth B. Parcell
Authorized Signer

STATE OF VIRGINIA)

) To-wit:

_____ OF _____)

The foregoing Permit was acknowledged before me this ____ day of _____, _____, by Elizabeth B. Parcell, Authorized Signer for Appalachian Power Company, on behalf of the Company.

Notary Public
My commission expires: _____

GRANTEE:

STATE OF _____)

) To-wit:

_____ OF _____)

The foregoing Permit was acknowledged before me this ____ day of _____, _____, by _____, GRANTEE.

Notary Public
My commission expires: _____

EXHIBIT "B"

**Low Density Use
Boat Dock/Pier
Smith Mountain and Leesville Lakes**

TERMS AND CONDITIONS OF PERMIT FOR BOAT DOCK / PIER ("Permitted Facility")

This Permit is granted by APCO and accepted by the Grantee, subject to the following terms and conditions:

1. Grantee is the property owner or has the legal rights necessary to obtain this Permit.
2. This Permit is granted solely for the purpose described by the applicant in this Permit. No addition or design change shall be made to this Permitted Facility without prior approval from APCO.
3. Copies of the approved county permits must be forwarded to APCO for the APCO permit to be valid.
4. Construction shall be completed within one (1) year of the Permit issuance date.
5. All shoreline distances are measured from the 795 foot contour National Geodetic Vertical Datum (NGVD) at Smith Mountain Lake and the 613 foot contour NGVD at Leesville Lake. Verifying the location of these elevations and all appropriate distances is the responsibility of the Grantee.
6. The Permitted Facility shall not be used for human or animal habitation.
7. The Permitted Facility shall not contain permanent or temporary sanitation facilities.
8. Floating facilities shall be securely anchored.
9. No attempt shall be made by the Grantee to forbid the full and free use by the public of all waters within the project boundary, at or adjacent to the Permitted Facility or to unreasonably interfere with that full and free use in connection with the ownership, construction, operation or maintenance of the Permitted Facility.
10. a) APCO may revoke this Permit whenever it determines that the public interest necessitates such revocation. The revocation notice shall be by thirty (30) days' notice, mailed to the Grantee by registered or certified letter, and shall specify the reason for such action.

b) APCO may revoke this Permit whenever it determines that the Grantee has failed to comply with the conditions of this Permit. The revocation notice shall be by thirty (30) days' notice, mailed to the Grantee by registered or certified letter, and shall specify the reason for such action. The Permit will not be terminated if Grantee is diligently working to cure such violation within a reasonable period after such notice.

11. The Grantee is responsible for proper design, engineering, construction, maintenance and placement of the Permitted Facility. APCO's review and approval of the plans are no guarantee or assurance the Grantee's plans are proper or adequate for the purpose intended.
12. It is understood and agreed by and between APCO and Grantee that part of the consideration for the granting of this Permit for shoreline use is the Grantee's agreement to keep Project lands and waters occupied by and surrounding the Permitted Facility free of all waste, garbage, and other unsightly debris and materials and is to comply with local health rules and regulations.
13. This Permit is granted to Grantee as a personal right and the parties agree that nothing herein shall be construed to create any easement or other property interest in Grantee. This Permit may be assigned to (i) a successor who shall purchase, inherit or otherwise acquire the land that is benefitted by this Permit or (ii) to a property or unit owners association which shall be responsible for the maintenance of the boat slips permitted hereby and the land which is benefitted by this Permit or (iii) to a bank or other licensed lending institution which shall provide a loan on the land that is benefitted by this Permit or for the construction of the boat slips which are permitted hereby. In order to be effective, any assignment shall provide for the assignee's agreement in writing to comply with the terms of this Permit and APCO must give its written consent to such assignment, which consent shall not be unreasonably withheld. Any other attempted assignment or transfer shall render this Permit null and void.
14. In the event that any previously known or unknown cultural resource materials are discovered, all work associated with this permit must be stopped. Appalachian must be notified and consultation with the State Historic Preservation Office (SHPO) must be completed before any further work within the work area will be allowed to continue. In addition:
 - A. The Grantee shall notify Appalachian and SHPO immediately and follow-up with a written account of the discovery. The Grantee may be required to employ an archaeologist who meets or exceeds the qualifications described in the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) to assess the eligibility of the resource for inclusion in the National Register.
 - B. If the resource is determined to be eligible for inclusion in the National Register, and the applicant wishes to continue with the activity, the Grantee shall ensure that an archaeologist who meets or exceeds the qualifications described in the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) shall prepare a

plan for its avoidance, protection, or recovery of information. The SHPO shall approve such plan, prior to implementation.

C. Work in the affected area shall not proceed until either:

- a. Appropriate data recovery or other approved mitigation procedures are developed and implemented, or
- b. The determination is made that the located resources are not eligible for inclusion on the National Register.

15. Any other associated work within the project boundary shall be done in accordance with the Shoreline Management Plan for the Smith Mountain Pumped Storage Project as approved by FERC Order Modifying and Approving Updated Shoreline Management Plan issued January 30, 2014 and all associated amendment, addendum and revision thereto in effect as of the date of this Permit.
16. The Permitted Facility shall be constructed, maintained, and operated in accordance with plans heretofore submitted to and approved by APCO. No modifications to the Permitted Facility, or additions thereto, or use thereof, shall be made without first securing the approval of APCO.
17. This Permit is granted at the sole risk of Grantee, their employees, agents, contractors, subcontractors and designees and Grantee agrees to indemnify, hold harmless, and defend APCO, and its agents, employees, officers, directors and contractors to the extent permitted by law, against all costs, expenses, suits, actions, and claims arising out of injuries to persons (including death) or damage to property, caused by Grantee, their employees, agents, contractors, subcontractors or designees attributable to the performance of work on the above described Site, the presence or use of the Permitted Facility by Grantee, their employees, agents, contractors, subcontractors, or designees, excepting any liability arising from APCO's sole negligence, or that portion of any liability attributable to APCO's contributing or concurrent negligence.
18. This Permit is granted subject to all of the terms and conditions of APCO's License for the Smith Mountain Combination Project FERC No. 2210, and any amendments or renewals thereof, and any orders granted by Federal Energy Regulatory Commission pursuant to the provisions of the License; to all prior easements, rights-of-way, covenants, conditions, and servitudes whether or not of record affecting title to the Site, and to such state of facts as an accurate survey or examination of the Site may reveal.
19. Grantee shall at their expense keep and maintain the Site and the Permitted Facility thereon and appurtenances thereof in good repair and in safe and sanitary condition, ordinary wear and tear excepted. Grantee shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order, or requirement relating to the Permitted Facility. Grantee shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Site. At the expiration or earlier termination of this Permit, Grantee shall

return the Site to APCO in substantially the same condition as when Grantee's occupancy commenced, ordinary wear and tear excepted unless otherwise directed. Throughout the term of this Permit, APCO shall have the right at all reasonable times to enter the Site for the purpose of inspecting same.

20. Grantee shall keep and maintain the Site and the Permitted Facility thereon and appurtenances thereof free of any unapproved regulatory markers and any non-regulatory markers or buoys.
21. Grantee agrees that they will assert no interest contrary to that held by APCO with respect to the Site, and that their status hereunder shall be deemed to be that of a licensee.
22. Grantee shall make any person using the Permitted Facility aware of these conditions and ensure their compliance therewith.
23. Grantee agrees to all conditions set forth in the Smith Mountain Pumped Storage Project Shoreline Management Plan as approved by FERC Order Modifying and Approving Updated Shoreline Management Plan issued on January 30, 2014 and all associated amendment, addendum and revision thereto in effect as of the date of this Permit.
24. Where applicable, the terms of the **FLOWAGE RIGHT AND EASEMENT DEED SMITH MOUNTAIN COMBINATION HYDRO ELECTRIC PROJECT UPPER AND LOWER RESERVOIRS** (the "Easement") that apply to the Permitted Facility are incorporated herein by reference. The terms and provisions of the Easement shall control wherever the same may be in conflict with this Permit.

ADDITIONAL TERMS AND CONDITIONS FOR EXISTING NON-CONFORMING AND LEGACY PROGRAM DOCKS

25. Any structures other than docks or piers which are located within the 800 foot contour elevation at Smith Mountain Lake or the 620 foot contour elevation at Leesville Lake (Project boundary) shall not be replaced. Docks or piers located within the Project boundary may only be replaced under certain circumstances (see Section 2.7 a. of the SMP).
26. Walkways which are located between the base elevation and the Project boundary, that exceed the width requirements of the Shoreline Management Plan shall not be replaced.
27. Enclosures exceeding the size or location specifications set forth in the Shoreline Management Plan shall not be rebuilt.
28. Any future replacement dock or pier will be placed within the buildable area to the greatest extent possible considering setbacks to dock delineation lines and the application of one third of the cove methodology.

29. If the structure is located adjacent to shoreline classified as a Resource Protection Area, then any future replacement structure shall maintain, to the greatest extent possible, a setback if at least thirty (30) feet from the Resource Protection Area.
30. Any replacement structure shall not include habitation or sanitation facilities.