



Re: Lake Management Construction Application

Dear Property Owner:

Enclosed is an application for your proposed activity at the Monticello Reservoir. This application can be used for the private residential activities listed below. Please complete the application form and the attached sketch sheet. If you are going to construct a dock, your measurements must be accurate.

It is important that you send us precise directions, along with a sketch map, a plat of your property with the location of the construction shown on it, and some form of landmark that lets us identify your property. The application must be completed and both it and the Permit Condition sheet must be signed by the property owner and returned to the Lake Management Department with the appropriate fee. The Shoreline Management and Vegetative Protection Agreement must be signed, dated and returned with your application before your application can be processed.

An onsite inspection will be made to determine that your request is in compliance with Lake Management guidelines as shown in the enclosed brochure. Concluding the onsite inspection, you will receive in writing an approved or disapproved stamped copy of your application or dimension form. Along with the approved form for a dock application, you will be issued a construction permit that must be displayed at the work location. Failure to display the permit will make it invalid.

Upon receipt of written approval, you may start construction of the approved activity. If the proposed activity is not approved, a Lake Management representative will contact you by phone to discuss the application.

Another inspection will be made to review your construction work. Docks constructed according to application will be tagged with a metal decal. (DECAL MUST REMAIN VISIBLE AT ALL TIMES.) Due to the time lag in SCE&G making the final inspection, the construction permit must remain at the site and will be removed by SCE&G personnel.

If you have any questions, please contact the Lake Management Department at 803-217-9015 or 803-217-9221.

#### **PERMITTING FEE SCHEDULE**

Dock	\$100.00	Water Removal	\$50.00
		<i>(for irrigation only)</i>	
Access Path	\$50.00	Erosion Control	\$50.00

SCE&G will require a 5-Year Renewal Permitting Fee of \$100 for each approved dock on the shoreline of the Monticello Reservoir

**Note:** Permitting fees are subject to change.



STATE OF SOUTH CAROLINA )  
)  
COUNTY OF )

PERMIT NO. \_\_\_\_\_

**APPLICATION FOR MONTICELLO RESERVOIR SHORELINE PERMIT**

Lake Management Department (P05)  
6248 Bush River Road  
Columbia, SC 29218  
803-217-9015 or 803-217-9221

1. **Name:** \_\_\_\_\_

**Mail Address:** \_\_\_\_\_  
(Street or P. O. Box) (City) (State) (Zip)

**Lake Address** \_\_\_\_\_  
(Street or P. O. Box) (City) (State) (Zip)

**Telephone #** (Home) \_\_\_\_\_ (Business) \_\_\_\_\_

2. Check Proposed Activities for Which Approval is Requested

Dock (\_\_\_) Water Removal (\_\_\_) Erosion Control (\_\_\_) Access Path (\_\_\_)

3. Number of Nearest Dock on Either Side to Applicant \_\_\_\_\_

4. Specific Directions (by land) to Proposed Activity Site (*Lake Property*) \_\_\_\_\_

5. Plat of applicant's property required.

6. Draw Map (sketch) of how to get to your lake property: (*Use separate sheet paper.*)

7. Approximate Date to Commence \_\_\_\_\_ Approximate Date to Complete \_\_\_\_\_

8. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I possess the authority to undertake the proposed activities. I further certify that the undersigned shall indemnify and save harmless SCE&G from all liability however arising to any and all persons whomsoever, whether for personal injuries or otherwise, by reason of the construction and/or maintenance, or unsafe condition of any construction upon lands and interests of SCE&G, and from any damage or injury resulting to any persons whomsoever from defects in or defective conditions of said construction. Applicant accepts that any permit issued pursuant to this application shall constitute permission and obligation to conduct permitted activities only so long as the results are compatible with the environmental values, including aesthetics, in and about Lake Monticello Reservoir. **APPLICATION WILL BE VALID FOR A PERIOD OF ONE (1) YEAR UNLESS OTHERWISE NOTIFIED. CONSTRUCTION PERMITS FOR DOCKS MUST BE DISPLAYED UNTIL PERMANENT DECAL IS INSTALLED BY LAKE MANAGEMENT PERSONNEL.**

(CONTINUED ON REVERSE SIDE)

**PARTIES**

**SOUTH CAROLINA ELECTRIC & GAS COMPANY ("Company"), a South Carolina Public Service Corporation, \_\_\_\_\_ ("Permittee"), owner of a tract of land  
Applicant's Name  
near the waters of Project 1894 (Lake Monticello Reservoir).**

**AGREEMENT**

**The parties hereto agree to the incorporation of and to abide by the terms and conditions contained in the Permit Conditions included as a part of this application.**

**By signing this document, I hereby acknowledge that I have read the Monticello Reservoir Shoreline Management Plan and know and understand the rules and regulations contained therein. Also, by signing this document I acknowledge and accept SCE&G's authority to remove any and all non-conforming structures, at my cost, and its right to deny my access to SCE&G's property if I fail to comply with the rules and regulations of the Monticello Reservoir Shoreline Management Plan.**

**The Company grants a Permit unto the permittee to encroach upon the Company's interests as described herein. The Permit shall be valid for a period of five (5) years from the date of issuance and shall be renewable by the Company, subject to re-inspection and permitting fees.**

**This instrument constitutes the entire Agreement between the parties hereto.**

**This Permit shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.**

**Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.**

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**By \_\_\_\_\_  
Vice President**

\_\_\_\_\_  
**Applicant's Signature (Permittee)**

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

**ATTEST**

**By \_\_\_\_\_  
Secretary**



## **PERMIT CONDITIONS**

### **1.0 PARTIES**

1.1 SOUTH CAROLINA ELECTRIC & Gas Company ("Company") a South Carolina utility corporation, licensed by the Federal Energy Regulatory Commission ("FERC") to own and operate a pump storage hydro-electric generating project known in the files of the FERC as "Project 1894" and commonly known as "Monticello Reservoir".

1.2 "PERMITTEE", owner of a tract of land adjacent to the Project Boundary Line of Project 1894 as described in the "Permit" of which these recitals constitute an integral part through incorporation by reference.

### **2.0 RECITALS**

2.1 The Company owns all lands in Project 1894 below a contour 425 feet above sea level ("425 Contour"). The Company also owns all lands lying between the 425 contour and the Project Boundary Line ("PBL"), which lies above the 425 contour. The lands of the Company and interests in the lands are subject to the Federal Water Power Act, as amended from time to time, and the rules and regulations of the FERC, as amended from time to time, the terms of the company's license from the FERC and are also subject to other governmental agencies having jurisdictions over the premises.

2.2 Permittee desires to place a structure upon the lands and interests below the 425 foot contour.

2.3 The Company agrees to grant its permission to do so subject to the terms and conditions stated herein.

### **3.0 TERMS AND CONDITIONS**

3.1 The Permit, of which these Permit Conditions constitute a part, shall be subject to the orders, rules and regulations as may be imposed by the FERC or other governmental agencies, or as in the company's judgment may from time to time be reasonably necessary to implement such orders, rules and regulations.

3.2 The Permittee agrees to prosecute the work authorized herein in a manner so as to minimize any degradation of water quality.

3.3 The Company shall have the right of reasonable ingress and egress across and through Permittee's land where reasonably necessary for inspection of the encroachments. The Company shall have the right to attach an identifying marker to the encroachment and the Permittee agrees to exercise reasonable care to avoid dislodging or defacing said marker. The use of said premises by Permittee shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational uses.

3.4 Permittee shall keep his encroachments in good repair and shall use the same so as not to interfere with or create a nuisance to the use of Monticello Reservoir by all other landowners or the public.

3.5 With the exception of the encroachments described in the Permit, Permittee shall not construct or maintain any other encroachments including excavations or fillings on the premises.

**(CONTINUED ON REVERSE SIDE)**

3.6 Provided, however, that it is one of the conditions hereof, such condition being the essence of the Permit and privilege granted therein, that the Company may revoke or modify the Permit or privilege at will by mailing notice of such revocation or modifications at the last know address of the Permittee at least thirty (30) days prior to the date on which the Company wishes such revocation to be effective.

3.7 It is specifically understood and agreed that the Company shall have no obligation whatsoever to remove or to repair or to correct the encroachments described in the Permit.

3.8 The Permittee hereby expressly releases the Company from any and all liability for damage or damages to the above described property or to the personal or real property of the Permittee or his family or his agents, servants or invitees by reason of the erection, construction, operation and maintenance by the Company of a dam or dams and/or reservoir of water of any height or size and necessary spillways and/or adjuncts on the Broad River by the doing or having done of any other act or thing in connection with the referred property in the usual and customary use and control for Company's corporate or project purposes.

3.9 The Permittee shall indemnify and save harmless the Company from all liability however arising to any and all persons whomsoever, whether for personal injuries or otherwise, by reason of the construction and/or maintenance or unsafe condition of any encroachments permitted hereby and from any damage or injury resulting to any persons whomsoever from defects in or defective condition of said encroachments.

3.10 It is understood and agreed that all permission herein granted is granted only insofar as the Company has the right to do so, and does not purport to grant any rights that might impair the rights of any other owner, lessor, or any other person or governmental entity which may have right in this or other lands.

3.11 The Terms of these Permit Conditions shall inure to the benefit of and shall be binding upon the parties, their respective heirs, assigns or successors; provided that this Permit may not be transferred to a third party without prior written permission of the company.

3.12 If and when the Permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the Permittee is transferring his interests herein to a third party, he must restore the area to conditions satisfactory to the Company.

3.13 These Permit Conditions are intended to and do constitute an integral and necessary part of the entire Permit Agreement between the parties and shall be so included by reference upon the execution by the parties of the Permit.

\_\_\_\_\_  
Applicant's Signature (Permittee)

\_\_\_\_\_  
Date

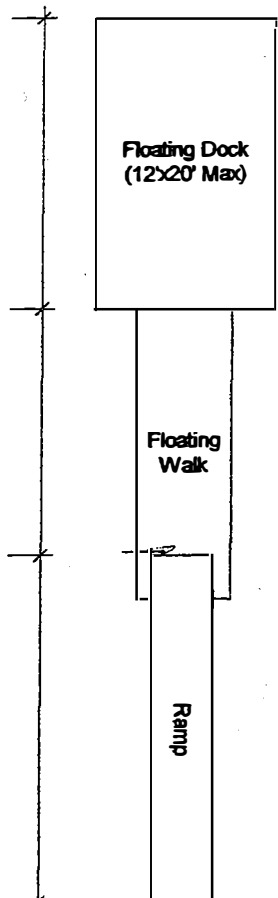
SOUTH CAROLINA ELECTRIC & GAS COMPANY

By:\_\_\_\_\_

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

# DOCK DESIGNS

Figure 1  
Floating Dock, Floating  
Walk & Ramp (Std)



Full Lake Contour

Figure 2  
Fixed Pier  
& Seating Area

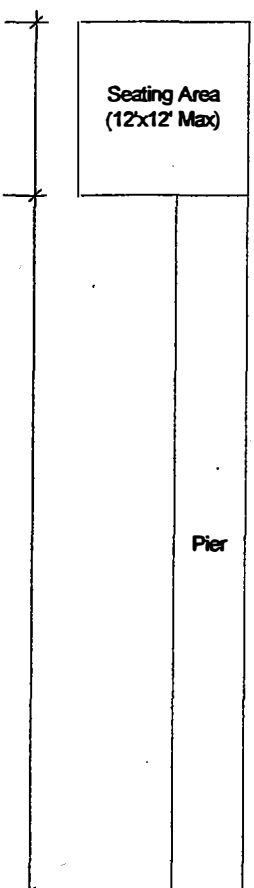
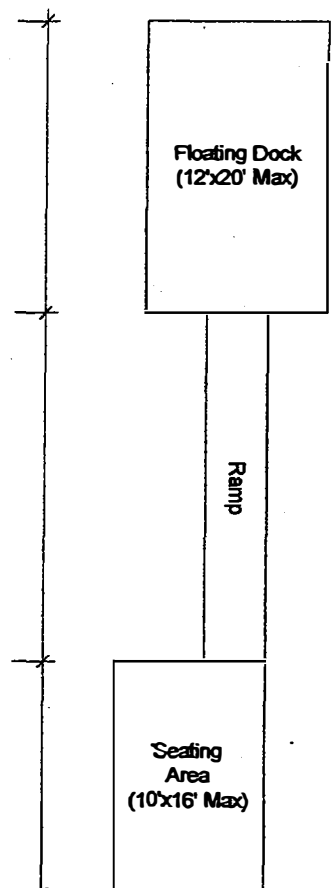


Figure 3  
Floating Dock,  
Transition Ramp,  
& Seating Area



Full Lake Contour

**SCE&G Lake Management Notes**

Names of Adjoining Landowners: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



Shoreline Management and Vegetation Protection Agreement

**SPECIAL NOTICE TO LAKE MONTICELLO RESERVOIR SHORELINE PROPERTY OWNERS**

The **Fairfield Pump Storage Project** is a power generating facility under the regulating jurisdiction of the Federal Energy Regulatory Commission (hereinafter “FERC”) and is designed to utilize the waters of the Monticello Reservoir to generate electricity. Water levels on the Reservoir fluctuate daily dependent upon generation and rainfall. Be advised as a property owner adjacent to the Project Boundary Line of the Monticello Reservoir (“Landowner”) that South Carolina Electric and Gas Company (“SCE&G”), who is the FERC Project 1894 licensee, does not guarantee water access to any dock on the Monticello Reservoir. The Monticello Reservoir is a pump storage project and water levels are subject to fluctuation up to 4 1/2 feet within a 12-hour period.

**Permitting Policy** - Permits to construct, repair, modify or replace boat docks, access paths, or water removal must be obtained from SCE&G’s Lake Management Department (phone number 803-217-9221) **prior to the beginning of construction.**

**Shoreline Vegetation below the High Water Mark** - Trees, bushes and other vegetation growing below the 425 foot contour line (the normal high pool elevation of the Monticello Reservoir) play an important role in the overall environmental condition of the Lake. This shoreline vegetation (buttonbushes, willow trees, hardwood trees, etc.) is necessary to ensure and maintain a sound, healthy lake environment. SCE&G’s Land Use and Shoreline Management Plan, as approved by the FERC, will not allow any vegetation to be removed from below the 425 contour. Be advised that **unauthorized removal of shoreline vegetation will result in the cancellation of dock and other permits issued by SCE&G.**

SCE&G owns a complete buffer zone around the Monticello Reservoir. This buffer zone is identified as property between the Project Boundary Line (PBL) and the high water mark (425 contour) on the shoreline of the Monticello Reservoir. The buffer zone was established to protect the scenic, environmental, and recreational value of the Reservoir. The buffer zone also provides wildlife habitat and protects the water quality of the Monticello Reservoir.

There shall be no clearing of any vegetation within the buffer zone with the exception of a 10-foot wide meandering path approved and permitted by the SCE&G Lake Management Department. The buffer zone is identified by blue paint and rectangular vegetative buffer signs. There can be no structures or encroachments placed within the buffer zone and back property owners cannot post or restrict access to the buffer zone. The buffer zone is Project property and open to the public.

Any unauthorized removal of vegetation or encroachment within the buffer zone will result in the cancellation of the dock permit and restricted access to the buffer zone by back property owners.

By signing this document, landowner acknowledges that he/she has been made aware of the Monticello Reservoir Shoreline Management Program and how it affects his/her use of the resource. Landowner further agrees to ensure that any person leasing or otherwise using his/her property is aware of and will obey the land use guidelines set out herein. **Landowner agrees not to violate the rules and restrictions contained in this agreement and understands that the failure to follow them will result in the revocation of all permits for shoreline accessories and will include, where applicable, termination of permission for access to the Monticello Reservoir across SCE&G property.**

\_\_\_\_\_  
Landowner(s)

\_\_\_\_\_  
SCE&G Lake Management Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date