

**DUKE ENERGY INTERNAL USE ONLY**Date Received  App Fee Amt Site ID  HEP Fee Duke Energy Lake Services  
Mail Code EC12Q  
526 S. Church St.  
Charlotte, NC 28202**I. APPLICANT INFORMATION (applicant mailing address and contact information)**Name\* Primary Phone\*  
Address\* Secondary Phone  
City\* State\* Zip Code  
Email**II. PROPERTY INFORMATION (location of permit)**Is there an existing dock or other facilities along the shoreline property or over the Lake? Yes If yes, include Dock Tag #. If tag cannot be located, note that here. \*  
No

Address\* County\*

City\* State\* Zip Code\* Lake\*

Subdivision Lot(s)

Latitude and longitude of the property. Please use a service/software to acquire the location information. Values should be provided in Decimal Degrees format (35.1245).

Latitude (e.g. 35.12345)\*

Example service: <http://getlatlong.net/>

Longitude (e.g. -80.12345)\*

**III. PROPOSED ACTIVITY (check all that apply)**

New/Modification of Existing Structure

New/Modification of Existing Shoreline Stabilization

Transfer of Ownership (check box if you want a copy of permitting history )

Maintenance of Existing Structure

Maintenance of Existing Shoreline Stabilization

Other (Describe below. If the activity involves an irrigation withdrawal, include the pump capacity.)

Structure size (square feet) Is dock covered? Yes No Number of slips

Is structure a common use dock? Yes\* No Number of jetports

*\*If yes, see special note in Section VII*Shoreline Stabilization Length of stabilization (feet) Distance from shoreline (feet)  
Materials

Brief Description of the Activity

Describe briefly the existing structures over land and water (include sq ft)

**IV. Additional Requirements (Include with application; limit document sizes to 11" x 17" or smaller)**

You must include the following items with your application (unless specifically excluded for your application type).

Survey stamped/signed by a professional licensed surveyor showing the location of the existing or proposed structure and/or survey of the existing or proposed stabilization (not required for transfer)

Plan and profile drawing showing all measurements, elevations, and irrigation line routing (not required for transfer UNLESS tag number can't be located; sketch can be used in such cases; not required for shoreline stabilization)

Photos along property shoreline and photos of existing structures and/or stabilization in or near the water

Local and state permits (contact your county for all structure applications in NC; Tega Cay, SC; Kershaw County, SC; NCDWR approval required for shoreline stabilization in NC; not required for other applications)

Application fee (check only, payable to Duke Energy)

Signed Applicant's User Agreement Letter

Habitat Enhancement Program payment (required only for New/Modified structures at Catawba-Wateree and Keowee-Toxaway lakes and shoreline stabilization at Keowee-Toxaway)

**V. Application Processing**

- Application is reviewed and determined if complete. Fields with an asterisk are required.
- If application is not complete or does not include all items and information listed in the checklist, the application will be returned as incomplete.
- A Duke Energy representative will visit the site to conduct a visual inspection.
- Applicant will be notified of approval or denial, typically via email.

**VI. Directions by Road**

Directions by Road\*

**Gate Code**

**VII. Application Submission**

Please complete, print and sign this application. Then enclose all items required per Section IV above and submit to the address below.

**Duke Energy Lake Services  
Mail Code EC12Q  
526 S. Church St.  
Charlotte, NC 28202**

I agree the information contained within is accurate: \_\_\_\_\_ Applicant signature \*

**Common Use Dock Co-Owner Signature(s) and Information (all owners of common use docks must submit a signed Applicant's User Agreement and application fee)** *Attach additional sheets if there are more co-owners*

Name \_\_\_\_\_  
Address \_\_\_\_\_ Signature

Name \_\_\_\_\_  
Address \_\_\_\_\_ Signature

**DUKE ENERGY PRIVATE FACILITIES**  
**“APPLICANT’S USER AGREEMENT”**  
(Fill in blanks with required information. **Please Print**)

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Date \_\_\_\_\_

TO: Duke Energy  
c/o Lake Services - EC12Q  
526 S. Church Street  
Charlotte, NC 28202

RE: (Lake Name) \_\_\_\_\_

(Lake Address) \_\_\_\_\_

\_\_\_\_\_

(Applicant’s full name) \_\_\_\_\_ hereby agrees to comply with all requirements and conditions set forth by Duke Energy’s Lake Services (Duke Energy) office, and any federal, state or local agencies pertaining to our application to construct and/or maintain a

\_\_\_\_\_ on Lake \_\_\_\_\_. In addition, I/we have read and agree to comply with Duke Energy’s **Shoreline Management Guidelines (SMG)** and understand that written authorization must be obtained from Duke Energy **prior to** beginning any activity/construction within the Federal Energy Regulatory Commission (FERC) Project boundary. The construction will be completed as described in the approved application and within twelve (12) months following the date of approval by Duke Energy. Failure to complete construction within the 12-month build-out period or any Duke Energy approved extension will require the applicant to file a new application that complies with the then-current SMG. The new application filing will include any applicable fees and security deposits.

I/we attest to be the owner or lease holder of the tract of land immediately adjoining the Project boundary where the proposed private facility is to be constructed.

I/we agree to comply with all FERC orders (as modified or interpreted by FERC), with all other applicable FERC Rules and Regulations implemented by Duke Energy, and with all rules or regulations imposed on Duke Energy by any governmental agency.

*I/we* understand the physical location of *my/our* lot in relation to the common property line with Duke Energy, if any, the FERC Project boundary, and any deeded flood easements or required building setbacks.

*I/we* understand that this lake was constructed as a working hydropower reservoir for the primary purpose of producing cost-effective electric energy and that this remains as the lake's primary purpose. *I/we* understand the lake and its associated hydroelectric facilities are operated by Duke Energy under the terms of a license issued by the FERC and there will be no change in hydro project operations as a result of the construction and/or use of any facilities that *I/we* may be allowed to place within the FERC Project boundary or on any Duke Energy-owned property.

*I/we* understand during drought conditions Duke Energy may request reduced usage or discontinued usage of any water withdrawal or related systems, until such drought conditions improve. Failure to do so may cause possible removal of the system and/or any other permitted facilities that *I/we* may have, and any costs associated with removal of the facilities will be assessed to the lot owner.

*I/we* understand lake levels will rise and fall over time in response to weather events and hydro project operations and Duke Energy does not guarantee an approved facility will always have sufficient water depth to be accessible by boat or for other water depth related recreation activities.

*I/we* acknowledge Duke Energy provides no guarantee of any specific quantities (except those identified in the FERC license) or quality of water in the lake.

*I/we* understand the facilities to be installed and/or maintained are *my/our* property and *I/we* therefore agree to be fully responsible for the permitted reservoir use including maintaining facilities in good repair. If the private facility is deemed unsafe by Duke Energy, *I/we* agree to repair or remove the private facility at *my/our* own expense and within the specified timeframe set by Duke Energy.

*I/we* understand Duke Energy approval of the requested reservoir use in no way constitutes assignment of any interest in real property Duke Energy may have (i.e. land rights). The approval is granted and maintained solely at Duke Energy's discretion. *I/we* also understand the permitted use may be revoked at any time by Duke Energy or its successors for any reason whatsoever. If the approval is revoked, *I/we* agree to remove the facility at *my/our* own expense within the specified timeframe set by Duke Energy.

*I/we* understand ownership/interest in a Common Use Facility or residential marina eliminates the option of having a separate private facility on any other owned or leased lot within the affected subdivision.

*I/we* understand this lake is open for use by the general public and that maintaining safe and lawful public use is one of the primary lake management objectives of Duke Energy.

*I/we* understand the use for which we are applying is a private use and it should not interfere with the general public's safe and lawful use of the lake.

*I/we* understand lake use permit holders have the authority to prevent others from trespassing on the facilities *I/we* have built. *I/we* also understand *I/we*, however, do not have any authority to impede anyone from pursuit of the lawful public recreation enjoyment of FERC Project lands and waters. Except as specified otherwise in the SMG, other Duke Energy documents (e.g. Public Safety Plans), or a separate lease agreement, anyone may fish around/under facilities built by others, may walk/wade/fish within the FERC Project boundary, boat in the lake's waters, etc. without having to get anyone's permission to do so.

*I/we* agree to fully disclose all information regarding the approved private facility to any prospective buyer/leaseholder of the property and any new owner/leaseholder. *I/we* agree to notify Duke Energy immediately of any sale/transfer of the property, including the name and address of the new owner and to transfer the permit and/or Duke Energy lease to the new owner.

*I/we* agree the adjacent Duke Energy Project property, if any, shall be used exclusively for non-commercial recreational purposes and that *I/we* shall not rent or otherwise allow third parties (except for temporary use by guests, family members, and leaseholders of the residential property) to use any facilities permitted to *me/us* by Duke Energy.

*I/we* agree not to allow any use of the adjacent property, and will exercise due care and diligence to prevent all other persons that are affiliated with *my/our* property (including invitees, family members, guests, etc.), to violate an applicable federal, state or local law or regulation. Examples include, but are not limited to nudity, illegal discharge of firearms or fireworks, controlled substance abuse, public drunkenness, public urination or defecation, or other activities determined to be a nuisance by law enforcement officials.

*I/we* agree to exercise all care and due diligence to preserve and maintain the character of the Duke Energy's adjacent property, if any. *I/we* agree to comply with the Duke Energy vegetation management requirements as stated in the SMG. *I/we* agree further to not allow sewage, including discharge from septic tanks (or similar facilities) or boat holding tanks, garbage, trash, or other waste material to be discharged or dumped into the reservoir, tributaries or adjacent property.

*I/we* understand that as an adjoining property owner *I/we* can make no change in land form of land within the FERC Project boundary or land owned by Duke Energy, if any, such as grading, excavation or filling without prior written approval by Duke Energy.

*I/we* agree for myself/ourselves, members of my/our family, guests and invitees that *I/we* assume all risks of personal injury or property damage incident to *my/our* occupancy and use of the FERC Project boundary or land owned by Duke Energy, if any; including, but not limited to, any personal injury or property damage which may be sustained as a result of flood waters or in connection with the rise and fall of water in the reservoir as a result of floods or of the operation of Duke Energy's hydroelectric facilities. *I/we* as the adjoining property owner(s) further agree *I/we* will indemnify, protect, defend, and save harmless Duke Energy from any and all loss, cost,

claims damages, expenses, judgments and causes of action for all injuries and damages sustained by the members of *my/our* family, guests, and invitees arising or claimed to have arisen in connection with their occupancy or use of the Duke Energy permitted facility(s).

*I/we* agree if any action is taken by Duke Energy to enforce any provision, covenant or agreement contained in this user agreement or Duke Energy SMG or if Duke Energy is required to retain an attorney to enforce any provision, covenant or agreement contained in this user agreement or SMG (including, without limitation, the payment of fees due hereunder or the removal of an encroachment constructed in violation of this user agreement or SMG), then Duke Energy shall be entitled to recover all of its reasonable costs associated with such an action, including but not limited to, attorneys' fees and court costs incurred in such action and/or enforcement.

*I/we* understand certain activities specified in the SMG are prohibited because of environmental concerns, boating capacity limitations, safety considerations and other reasons.

*I/we* specifically waive any claim against Duke Energy for consequential damages arising out of or relating to this application, Duke Energy's approval or denial of it, or subsequent revocation of approval, and *I/we* specifically understand and acknowledge that, because Duke Energy can revoke the permitted use at any time, *I/we* am/are not entitled to reliance damages.

*I/we* understand the proposed facility will be used only for the purposes described in the information submitted to Duke Energy and other appropriate governing bodies for approval.

*I/we* understand every reasonable effort must be made to minimize adverse impacts on fish, wildlife, and other natural resources.

*I/we* understand trees and vegetation growing within the Project boundary play an important role in the overall environmental condition of the lake. The ecological benefit the vegetation has on the fish and wildlife habitat supports a sound and healthy lake environment. *I/we* also understand unauthorized removal of shoreline vegetation and/or disturbance of the shoreline buffer may result in suspension or denial of lake use permitting requests and require *me/us* to re-establish the vegetation, if the disturbance is found to be in violation of the state or county watershed buffer regulations or Duke Energy's vegetation management requirements as stated in the SMG.

*I/we* agree to maintain any prescribed mitigation activities that are required in order to gain approval for facility construction, as long as the facility exists.

*I/we* recognize *I/we* have the continuing responsibility to ensure that the constructed facilities are maintained in good repair, including, but not limited to maintenance of the facilities, and proper erosion control within the permit area and along the shoreline, and agree to take all reasonable steps necessary to meet this responsibility. *I/we* agree to maintain all facilities within the Project boundary and on Duke Energy-owned property, if any, in a sound condition and in a neat appearance and pay all costs for said maintenance.

*I/we* understand Duke Energy representatives may issue Stop Work Directives for any violation(s) of the SMG or engagement in prohibited acts or activities on Duke Energy property, if any, as specifically identified in the SMG. *I/we* understand persons found to be in violation will be subject to Duke Energy sanctions which can include, but are not necessarily limited to: 1) restoration of the impacted area at the person's expense; 2) loss of consideration of any future lake use permitting activities for up to five years for improper vegetation removal or until vegetation is satisfactorily re-established (even if there is a change in property ownership); 3) revocation of a previously issued permit and loss of consideration of any future lake use permitting activities and/or reinstatement of the revoked permit; 4) increase in fees; 5) modification or removal of non-complying facilities; and/or 6) further legal action being taken by Duke Energy.

*I/we* agree that if any historic or archaeological resources are discovered during construction of an approved activity the applicant must stop work immediately and contact Duke Energy. *I/we* understand that in the event that anyone discovers a potential site of archaeological or historic significance including any gravesite within the Project, the individual must immediately notify Duke Energy.

*I/we* acknowledge Duke Energy has the right to charge reasonable user's fees for private use of its property, if any, and the Project and failure to pay any applicable user's fees in a timely manner can result in the suspension or cancellation of any previously approved lake use permit.

*I/we* agree to notify Duke Energy when construction is completed and during the construction period, *I/we* will post the Duke Energy approval (to be provided by Duke Energy) at the job site visible from the water's edge.

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Applicant Name

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Applicant Signature

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Lake Street Address

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Home Mailing Address

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City/State/Zip Code

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City/State/Zip Code

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Preferred contact Phone Number

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Home Phone Number

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Email Address

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Date