



APPLICATION FOR PRIVATE RECREATIONAL FACILITY PERMIT

Print or type all information below and return to Cube Hydro Carolinas., P.O. Box 575, Badin, N.C. 28009-0575

Initial Application Fee - \$250 Annual Permit Fee - \$100 **Please Make Checks Payable to: Cube Yadkin Generation, LLC

SECTION ONE—BACKGROUND INFORMATION

- 1. Full Name:
2. Permanent Mailing Address:
3. Local Address (If different):
4. Telephone (Business): (Permanent): (Local):
5. Reservoir: 6. Township: 7. County:
8. Subdivision: 9. Section: 10. Lot No.:
11. Tax Map No. 12. Permit No. (for Replacement Pier):
13. Survey of lot (if available) or other sketch or diagram of lot.
14. Permit Request is for type of activity (check as many as apply):
[] Construction of New or Replacement Pier [] Construction of Roads or Access Pathways [] Installation of Electrical Installations

SECTION TWO—INFORMATION NEEDED FOR CONSTRUCTION OF NEW OR REPLACEMENT PIER

- 1. Sketch or diagram showing proposed pier and its location on lot.
2. Width of lot: 3. Water depth at proposed location: 4. Width of cove (if applicable):
5. Pier Dimensions: a. Overall length: b. Stationary Section:
c. Ramp: d. Floater:
6. Construction Materials:
7. Presence of Aquatic Vegetation (circle one): Yes No (If yes, attach signed Aquatic Vegetation Agreement)
8. Cultural Resources (circle one) Yes No (If yes, attach concurrence of NCDCCR)
9. Notes:

SECTION THREE—INFORMATION NEEDED FOR CONSTRUCTION OF ROADS OR ACCESS PATHWAYS

- 1. Brief statement describing proposed activity:
2. Sketch or diagram of proposed road or access pathway and its location on lot. Show location of trees and other vegetation to be removed.
3. Approximate area of or number of trees to be removed:
4. Approximate area of other vegetation to be removed:
5. Construction Materials:
6. Notes:

SECTION FOUR—INFORMATION NEEDED FOR INSTALLATION OF ELECTRICAL INSTALLATIONS

- 1. Diagram showing location of electrical installation, including service pole, shoreline breaker box, receptacle and lighting (attach plan from North Carolina licensed electrician).
2. Notes:

SECTION FIVE

I hereby apply for a permit to construct the above-described facilities, structures or activities in the reservoirs, along the shoreline or within the Cube-managed buffer and agree to abide by all applicable requirements of Cube's Specifications, Shoreline Stewardship Policy, the conditions of the CONSTRUCTION PERMIT and other Cube procedures and requirements. I also agree that NO WORK will begin until I receive a CONSTRUCTION PERMIT signed by Cube Hydro Carolinas.

Date Signature of Applicant

CONSTRUCTION PERMIT No. _____

This Construction Permit is issued by Cube, this _____ day of _____, 20__ and authorizes the construction of the above-described facilities or activities in compliance with the information provided in the Application for Private Recreational Facility, the terms of this Permit, and all applicable requirements of Cube's Specifications, Shoreline Stewardship Policy and other Cube procedures and requirements.

Date Signature of Cube Hydro Carolinas

This COUNTY BUILDING PERMIT NO. _____ is issued by _____ County this _____ day of _____, 20__. I certify that I have inspected the facilities referenced in the aforementioned Application for Private Recreational Facility Permit/Construction Permit and that as of the date of my inspection the facilities are in compliance with applicable County regulations, codes and ordinances.

Signature of County Building Inspector

APPLICATION FOR PRIVATE RECREATIONAL FACILITY PERMIT

Construction Permit No. _____

1. The permit is granted solely to the adjoining property owner for the purposes described in the Application For Private Recreational Facility.
2. The adjoining property owner represents that he is the owner of the land described in the Application For Private Recreational Facility for Permit .
3. The adjoining property owner shall immediately notify Cube of a change in permanent mailing address.
4. Unless otherwise stated herein, the term of the Construction Permit shall be for one year from the date of its issuance.
5. If the construction of the Structure or Activity permitted herein requires a building permit from the County Building Inspector, then, within one year of the issuance date of the Construction Permit, the adjoining property owner shall obtain and deliver to Cube, the Building Permit issued by the County Building Inspector which states that the County has inspected the Structure or Activity and that the construction of the Structure or Activity is in compliance with County requirements. The Construction Permit shall become null and void if Cube has not received from the adjoining property owner said County Building Permit within that period.
6. Further, the adjoining property owner agrees to construct, maintain and operate any permitted Activity or Structure in a manner so as to provide safety, minimize any adverse impact on fish and wildlife habitat, natural, environmental or cultural resources values and in a manner so as to minimize adverse impact to water quality.
7. Cube may terminate the Construction Permit at any time upon 30 days notice mailed to the adjoining property owner at the permanent address shown on the Application.
8. The Construction Permit may not be assigned, in whole, or in part by the adjoining property owner. It will become automatically void upon any attempted assignment, foreclosure on the land or the death of adjoining property owner. Any work permitted herein shall be completed prior to any assignment, in whole or in part, by the adjoining property owner.
9. The Construction Permit may be transferable to a subsequent purchaser of the adjoining property owner's land so long as (i) the Activities or Structures have been maintained in good repair and comply with all applicable federal, State and local health and safety requirements; (ii) the adjoining property owner has complied with the Construction Permit, Cube's Specifications, Cube's Shoreline Stewardship Policy and all other applicable Cube procedures and requirements; and (iii) the purchaser signs a new permit in the form required by Cube.
10. Failure to abide by these laws, the Construction Permit, Cube's Specifications, Cube's Shoreline Stewardship Policy and all other applicable Cube procedures and requirements may be cause for termination of the Construction Permit. Cube also may erect a barrier to restrict access to the reservoir; and may require the adjoining property owner, at the adjoining property owner's expense, to cease construction, remove the Structure or Activity and perform appropriate restoration and mitigation, up to and including restoring the lands and waters to their original condition. In addition, if adjoining property owner fails to take the required action after notice from Cube, at adjoining property owner's sole expense, Cube may remove the Structures, treat the Structures as its own property without liability to adjoining property owner for payment and perform the required restoration and mitigation. Cube may also pursue any other rights or remedies, including damages, they may have hereunder, at law or in equity.
11. Cube shall in no case be liable for any damage or injury to the Activity or Structure, to the adjoining property owner's property or to the adjoining property owner or those claiming through or under the adjoining property owner or of those enjoying the privileges granted by the Construction Permit, arising or resulting from the construction, maintenance or operation of Cube's hydroelectric facilities or the use of, or operations upon, the Cube-managed buffer.
12. Adjoining property owner assumes and agrees to indemnify, defend and hold harmless Cube, including without limitation their employees, agents, contractors and representatives, from and against, any and all injury (including death), loss, damage, claims or causes of action of any kind whatsoever including, without limitation, damage or injury (including death) to person or property and damage to natural resources, arising from, connected with, or growing out of the existence, construction, reconstruction, repair, maintenance, modification, replacement, use or other activities related to the Activity, the Structure, the Cube-managed buffer, the reservoirs, or the use of enjoyments of any right or privileges granted to in the Construction Permit.
13. The grant of the Construction Permit will not in any manner or to any extent limit the rights of Cube with respect to the project lands or waters, or the Cube-managed buffer. Cube will not assert or attempt to assert any right or claim to any of the Project lands or waters, the Cube-managed buffer or other property or rights of Cube, whether or not use of the same is granted in the Permit, and the grant of the Permit will not be deemed to vest title thereto in the adjoining property owner.
14. The Structures and Activities will be subject to periodic inspection by authorized personnel of Cube. Cube's authorized representatives shall be allowed to cross the adjoining property owner's property, as necessary, to inspect the Structures or Activities.
15. The Construction Permit shall be encased in a waterproof sheath and posted on the adjoining property owner's property in a location visible from the water so that it can be visually checked with ease by Cube's authorized representatives. The adjoining property owner shall remove the Construction Permit upon the issuance by Cube of a Private Recreational Facility Permit.
16. The adjoining property owner shall notify Cube of completion of construction and arrange for Cube to inspect the completed construction to ensure that (i) the Activities or Structures have been maintained in good repair and comply with all applicable federal, State and local health and safety requirements; (ii) the adjoining property owner has complied with the Construction Permit, Cube's Specifications, Cube's Shoreline Stewardship Policy and all other applicable Cube procedures and requirements; and (iii) the purchaser signs a new permit in the form required by Cube.
17. Other Conditions: _____

