



Appalachian Power
Hydro Generation
P O Box 2021
Roanoke, VA 24022-2121
appalachianpower.com

BOUNDLESS ENERGY™

Mr. Lee Helms, Managing Member
HP, LLC
728 South Atlantic Avenue
Virginia Beach, VA 23451

April 23, 2020

Dear Mr. Helms:

Thank you for your recent request to construct a low density single-family residential-use boat dock along the shoreline of Lakes Edge, Lot 13, adjacent to Smith Mountain Lake in Bedford County, Virginia. A copy of your permit (0550-20-0072) is enclosed. This permit is being issued conditionally upon the following:

- (1) The permitted facility, as depicted in Exhibit A, shall not exceed one-third (1/3) of cove as measured at the 795-foot elevation contours at their closest locations in relation to all areas of the dock.
- (2) Upon completion of the construction, an as-built survey prepared by a licensed surveyor depicting the buildable area as determined by the 1/3 cove methodology described in Paragraph 1 and depicting the 15-foot setback distances from the dock delineation lines shall be provided to Appalachian.
- (3) **Effective February 23, 2007 all dredging activities are prohibited between February 15 and June 15. In addition, all in-water construction activities are prohibited in areas classified as Resource Protection Area during the same time period. Prior to any pile driving, pile removal, or shoreline stabilization between April 15 and June 15, the property owner/permittee shall inspect the location of the proposed piles for the presence of largemouth bass nests and document any findings. If largemouth bass nests are detected, then shoreline stabilization shall be delayed until after June 15. In addition, if largemouth bass nests are detected, then pilings shall either be relocated to an alternate location upon approval by Appalachian Power Company (Appalachian) or construction shall be delayed until after June 15. Pile driving during this time period shall be limited to impact installations. Documentation of the inspection for largemouth bass nests shall be provided upon request. Appalachian staff will perform follow up inspections at selected sites.**
- (4) Provide a copy of your county building permit to Appalachian so that upon receipt of the county building permit the Appalachian permit is valid.
- (5) Install white reflective tape or white reflectors on each furthestmost water-ward corner of the dock and every 20 feet on both sides of the dock.
- (6) Do not remove vegetation within the Project boundary (800-foot contour at Smith Mountain Lake and 620-foot contour at Leesville Lake) without prior permission from Appalachian. For more information, please refer to Section 2.5.12, Vegetative Cover Regulations in the Shoreline Management Plan as approved by Federal Energy Regulatory Commission (FERC) Order Modifying and Approving Updated Shoreline Management Plan issued January 30, 2014, (SMP) and found at www.smithmountainproject.com.
- (7) Upon completion of the structure, contact us for a final inspection.

Thank you. Should you have any questions, please call me at (540)985-2846.

Sincerely,

Sheryl S. Carr
Plant Support Specialist Associate
Enclosure

0550-20-0072

OCCUPANCY AND USE PERMIT
Prepared by Appalachian Power Company

This Permit by and between **APPALACHIAN POWER COMPANY**, a Virginia corporation, doing business as American Electric Power ("AEP"), whose address is 40 Franklin Road, S.W., Roanoke, Virginia 24011, hereinafter referred to as the **GRANTOR**; and HP, LLC, hereinafter referred to as the **GRANTEE**, whose address is 728 South Atlantic Avenue, Virginia Beach, VA 23451.

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 boundary which includes both Smith Mountain Lake and Leesville Lake (all land within the 800-foot contour for Smith Mountain Lake and within the 620-foot contour for Leesville Lake or as surveyed) (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 Lakes Edge, Lot 13, Real Property Code (RPC) 90504508 according to the Bedford County Real Estate Records (the "Site") as submitted in an application to Grantor signed and dated December 16, 2019, with cover letter from AEP signed and dated April 23, 2020:

- ☒ 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
- ☐ Legacy Program for docks or piers in existence prior to the SMP
- ☐ New Low Density Multi-Use dock facility with not more than two slips per 100 feet of shoreline and is intended to serve single-family type dwellings (one home per parcel.)
- ☐ Expansion or modification to existing low density multi-use dock facility with not more than two slips per 100 feet of shoreline and is intended to serve single-family type dwellings (one home per parcel.)

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 23rd day of April, 2020.

GRANTOR:

APPALACHIAN POWER COMPANY

By: [Signature]
Elizabeth B. Parcell
Authorized Signer

STATE OF VIRGINIA)
) To-wit:
City OF Roanoke)

The foregoing Permit was acknowledged before me this 23rd day of April, 2020, by Elizabeth B. Parcell, Authorized Signer for Appalachian Power Company, on behalf of the Company.



[Signature]
Notary Public
My commission expires: 7/31/2023

GRANTEE:
x Lee Helms
MGN MEMBER, H&S, LLC

STATE OF Virginia)
City OF Roanoke) To-wit:

The foregoing Permit was acknowledged before me this 16th day of December, 2019, by Lee Helms, GRANTEE.

[Signature]
Notary Public
My commission expires: 5/31/2020

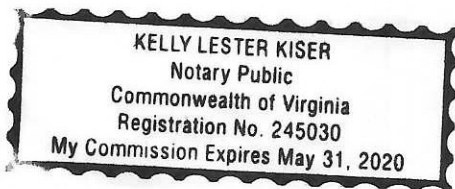


EXHIBIT "B"

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.

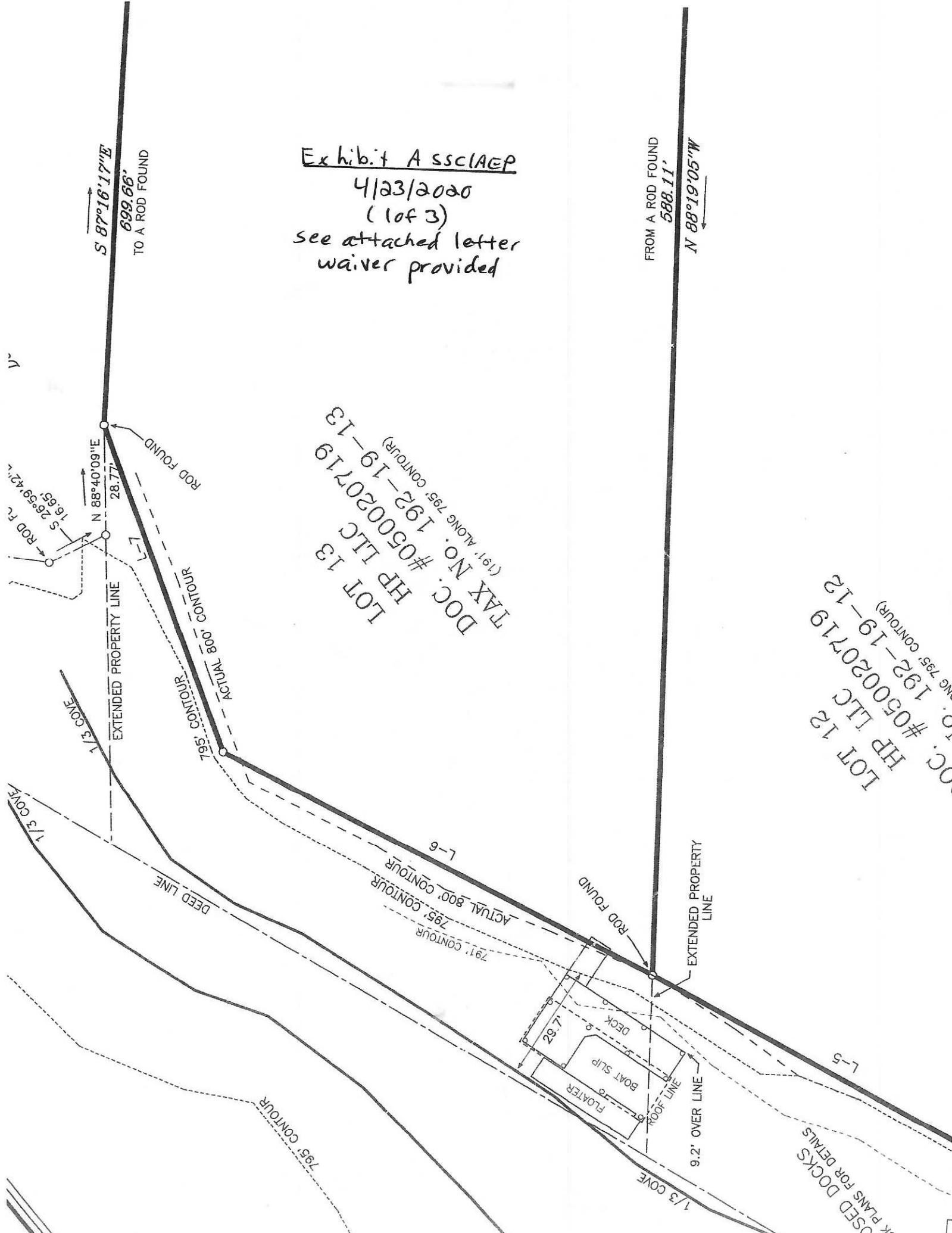
28. Any future replacement dock or pier will be placed within the buildable area to the greatest extent possible considering setbacks to dock delineation lines and the application of one third of the cove methodology.
29. If the structure is located adjacent to shoreline classified as a Resource Protection 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.

Exhibit A SSCIAEP

4/23/2020

(1 of 3)

see attached letter
waiver provided



LOT 13
HP LLC
DOC #050020719
TAX No. 192-19-13
(191' ALONG 795' CONTOUR)

LOT 12
HP LLC
DOC #050020719
TAX No. 192-19-12
(191' ALONG 795' CONTOUR)

Exhibit A SSC/AEP

4/23/2020

(2 of 3)

see attached letter
waiver provided

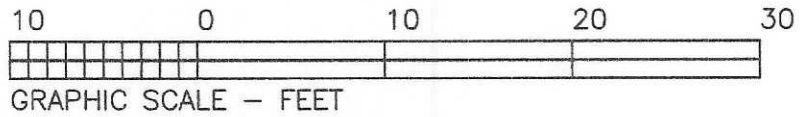
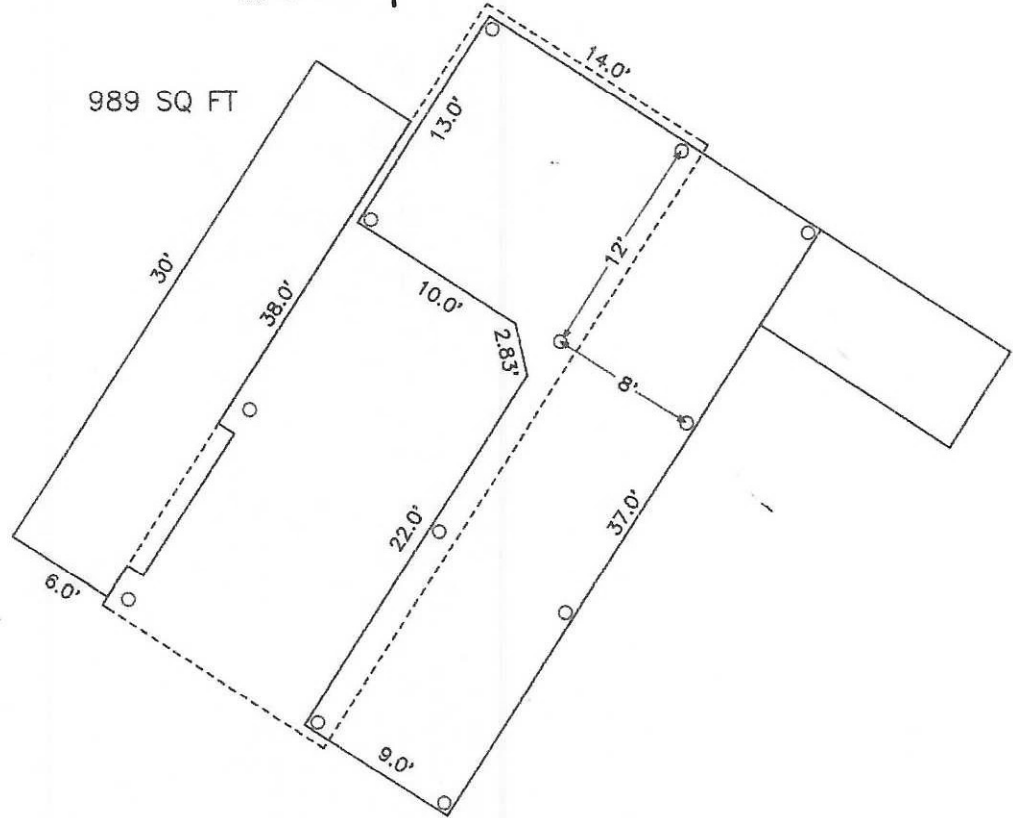


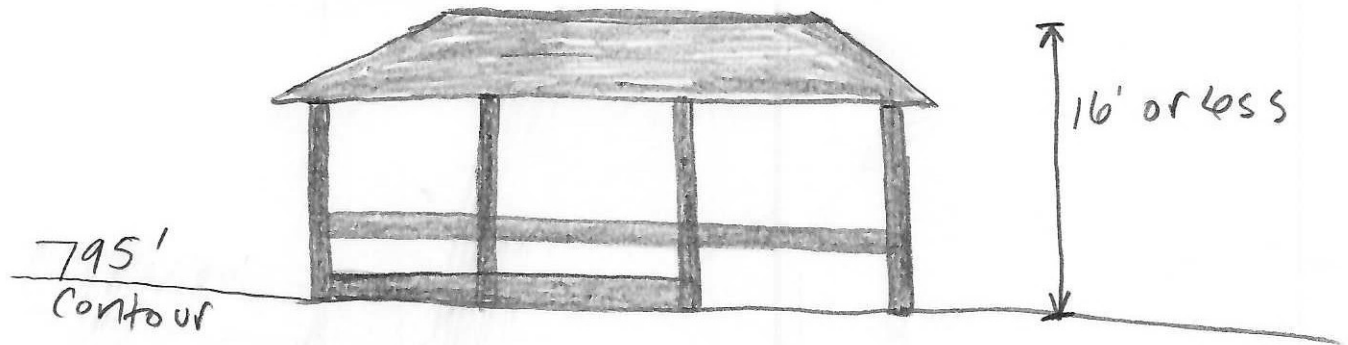
Exhibit A SSC/AEP

4/23/2020

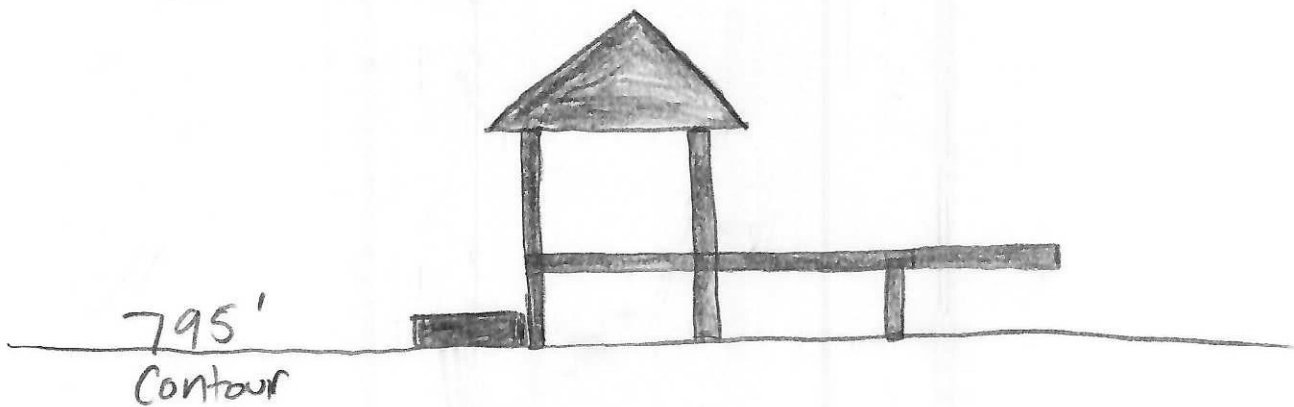
(3 of 3)

see attached letter
waiver provided

Front Elevation



Side Elevation



Waiver of Dock Delineation Line

We, HP, LLC, owners of Lot 12, Section 1, Lakes Edge subdivision, also known as Tax Map and Parcel Number 192-19-12, according to the Bedford County Real Estate Records do hereby grant unto HP, LLC, owners of Lot 13, Section 1, Lakes Edge subdivision, also known as Tax Map and Parcel Number 192-19-13, according to the Bedford County Real Estate Records, their heirs, executors, assigns and successors the right, permission and authority to encroach over the dock delineation line between Lots 12 and 13, 11 feet in order to construct and maintain a boat dock as shown on the attached drawing. The minimum distance between structures shall be no less than 15 feet.

HP, LLC
Property Owner
MANAGING MEMBER
Lee T E Helms
Property Owner

2/27/2020
Date

State of Virginia)
City of Roanoke) To-Wit:

The foregoing instrument was acknowledged before me this 27th day of February, 2020, by Lee T E Helms and _____.

Kelly L. Kiser
Notary Public

My commission expires: 5/31/2020

