

SWS Document Date: 09/22/09	Written By: Water Resources Department Approved By: Ken Tuck	Supersedes Original Date: 10/03/08
Filename: Srimel.ADMIN\My Documents\Lake Documents\Landowner's Access Permit		Permit No.:

## Spartanburg Water System – Lake Blalock Application for Landowner’s Access Permit and for Other Permits

**When signed by the Permittee, this Application will constitute a binding legal agreement by the Permittee to comply with the terms of the Lake Blalock Buffer Management Plan for all activities conducted on SWS property and a release of liability for claims against SWS arising from such use.**

Permittee’s Name(s): \_\_\_\_\_

Phone and E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Lot Location: \_\_\_\_\_

### Landowner Access Permit

This application, when signed by the Permittee and accepted by SWS, will constitute a Landowner Access Permit. This permit grants to the Permittee and the Permittee’s family members and guest the passive, non-exclusive license to use of the buffer lands and lakefront areas adjacent to Permittee’s property under the terms of the Lake Blalock Buffer Management Plan as that plan may be amended from time to time (the “BMP”). The signed permit application shall constitute a legally enforceable agreement by the Permittee to be bound by the terms of the BMP. Violations of the BMP also constitute violations of applicable state trespass laws and laws prohibiting interference with municipal water systems.

A Landowner Access Permit is required to be kept in force as a condition of all permits issued by SWS to landowners adjacent to Lake Blalock.

### Additional Type of Permit(s) Requested

Circle one or more:

New Dock

Dock Replacement

Boat Lift

Walkway

Tree/Vegetation Permit

Irrigation

General \_\_\_\_\_

**Please complete the appropriate pages for each additional permit requested.**

## Primary Rights of SWS

Lake Blalock and the buffer land surrounding it are owned by the Commissioners of Public Works of the City of Spartanburg, SC, doing business as the Spartanburg Water System (“SWS”). SWS maintains Lake Blalock for the primary purpose of providing high-quality drinking water to the residents of SWS’s service area. The Permittee acknowledges that the Permittee’s access to Lake Blalock and its buffer areas is by permission of SWS and that the Permittee’s rights of access are always secondary to SWS’s responsibility to maintain Lake Blalock as a source of high-quality drinking water. SWS may revoke any and all permits or authorizations related to Lake Blalock and its buffer areas at any time.

## Contractual Enforceability of the Buffer Management Plan and Release of Liability

In consideration of the license to access to Lake Blalock and its buffer areas and other rights granted to the Permittee by SWS, **the Permittee agrees to abide by all terms and conditions of the Lake Blalock Buffer Management Plan (the “BMP”).** The Permittee agrees to obtain all additional permits that are required under the BMP for specific activities and structures and to obtain alteration permits before substantially altering any dock or structures.

**The Permittee (individually and on behalf of Permittee’s family members and guests) releases SWS and its employees and agents from all future claims of whatever nature arising out of the use of SWS property** and agrees that all use of the SWS property shall be at Permittee’s sole risk and liability.

## BMP Enforcement Terms Are Binding Obligations

SWS may bring legal action against the Permittee for SWS’s damages and costs, including legal fees and costs, arising out of a violation of the BMP (or of any permit or authorization granted by SWS) by the Permittee or the Permittee’s family members, guests, or agents. The damages and costs that may be recovered are defined in the BMP. SWS may revoke this permit for violations of the BMP or of any permit or authorization granted to the Permittee. The granting of additional or replacement permits may be suspended with reference to any parcel of property, regardless of current ownership, so long as any claims related to past violations remain outstanding.

## Term and Termination

Unless terminated earlier by either party, this agreement and the Landowner Access Permit shall remain in force so long as the Permittee owns the adjacent property. The Landowner may terminate this agreement by notifying SWS of its intention to do so in writing, by returning all permits, and by removing all structures and ceasing all activities in the buffer area. SWS may terminate this agreement and all permits by notifying the Permittee in writing of such termination. Permittee will inform SWS of any transfer of the adjacent property and will use reasonable efforts to inform the subsequent owner of the need to seek permits in its name.

## Survival of Obligations

The Permittee's obligations related to enforcement matters and damages will survive termination of this agreement and the enforcement provisions of the BMP will remain in force until all claims are fully resolved.

## Access

The Permittee grants SWS's employees and agents the right to enter Permittee's property to inspect buffer areas and permitted facilities, specifically including irrigation pumps. Except in emergency situations, routine inspections shall be scheduled for business hours or during the day Saturday. Before entering Permittee's property, SWS will make reasonable efforts to contact Permittee by telephone or in person except in emergency situations or where immediate access to the buffer area is required for security or public safety purposes. If the Permittee has not been otherwise informed of a visit, SWS will give written or telephone notice to Permittee after the fact that a visit by SWS employees has taken place.

## Entire Agreement, Amendment

This permit application with all attachments to it, and all other permits or applications, and the BMP and its exhibits are incorporated into this agreement by reference and constitute the entire agreement of the parties. All prior agreements or understandings are withdrawn. All authorizations, permits, and approvals, and amendments to them, shall be in writing and signed by SWS.

## Jurisdiction and Venue

SWS may bring an action against the Permittee to enforce this agreement in the Court of Common Pleas for Spartanburg County, South Carolina. The Permittee agrees to venue and jurisdiction there.

**Activities that impact the buffer area or protected species are forbidden. If unauthorized activities take place, the responsible parties must restore the disturbed area at their expense and may be subject to enforcement as required by the Endangered Species Act and the BMP.**

This application has been made by the above-named property owner(s) for a permit to access the Lake Blalock buffer areas. I have read and understand the above terms and the terms of the BMP which are incorporated herein. I understand and agree that this application will create a binding legal obligation on my part to abide by the terms of the BMP as amended and any permits issued by SWS for so long as this agreement remains in effect. I understand and agree that I will be subject to costs and damages as set forth in the BMP for violations, including legal fees and costs.

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Signature of Applicant

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Date

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Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

## Fees

The following fees have been established to offset administrative and legal costs incurred in processing of specific permits.

Landowner's Access Permit	\$5.00
New Dock and Walkway	\$235.00
Dock Replacement	\$35.00
Boat Lift	\$25.00
Irrigation Pump	
New Permit Fee	\$115.00
Annual Permit Renewal Fee	\$40.00

The above fees include SWS staff time to provide routine verification of ownership of property, to ensure encroachments will not destroy protected species, to prepare and record a structure agreement, and to issue the permit. If additional legal work is necessary by SWS attorneys, the applicant is asked to pay these costs. If additional legal costs are to be incurred, the applicant will be notified.

1. The permitting process includes property owner verification, preparation and recording of a structure agreement, and issuance of the permit.
2. Please send a copy of the deed and plat of the property, along with an executed copy of this form, to Lake Warden, Spartanburg Water System, 1925 Sandy Ford Road, Chesnee, SC 29323 (or hand deliver to the Lake Blalock Warden's Office – 864-578-5442).
3. After the property verification is completed, the structure agreement will be returned for the applicant to properly execute and notarize.
4. The applicant should return the executed agreements, along with the applicable fees, to the Lake Blalock Warden's Office or mail the executed agreement to Lake Warden, Spartanburg Water System, 1925 Sandy Ford Road, Chesnee, SC 29323. When received, the agreement will be executed by the SWS General Manager on behalf of the Commissioners of Public Works. Upon receiving a notice of approval, the applicant may pick up the construction permits at the Lake Blalock Warden's Office.
5. In order to maintain safety and the aesthetic quality of the lakes, standard specifications for structures have been developed for your use. These may be obtained from the Lake Blalock Warden's Office. The Commissioners of Public Works must approve any deviations from the standard specifications.
6. An executed encroachment agreement will be necessary for any existing encroachment on SWS property before a new structure permit will be issued.

7. A minimum shoreline distance of 40 feet will be required in order to obtain a structure permit in a non-cove area. The shoreline frontage is determined by extensions of the property's sidelines to a point where they intersect the normal water elevation (710 feet or full pool). The Lake Warden is authorized to limit the size of a proposed dock and walkway or other structure if it is determined to be inappropriate, too congested, or otherwise unacceptable for the proposed location. Additionally, if the proposed location of the structure will result in an unsafe condition, then a permit will be denied. A Lake Warden will visit each site before any structure agreement is issued.
8. Requirements for structures placed in a cove will be determined on a case-by-case basis.
9. If SWS denies a permit or agreement, SWS will, upon request, furnish the applicant with a written response for the denial. Such written response shall be sent to the address provided on the application. The owner has five days from the date shown on SWS's certified return receipt to appeal the denial by mail. An appeal request should be sent to the Commissioners of Public Works, c/o General Manager, P.O. Box 251, Spartanburg, SC 29304.
10. This application is not transferable and is valid up to one year from the date the application was received.

**Note: No part of the structure may be placed on property owned by Spartanburg Water System until a construction permit has been issued by authorized SWS Representative.**