

Spartanburg Water System Guidelines for Use of Electricity within Spartanburg Water System Buffer Areas

Electricity may be placed within the Spartanburg Water System (SWS) buffer for the use of lighting docks or walkways, operating irrigation pumps or powering equipment used for boat lifts. SWS recommends the following practices when placing electricity below the 720 MSL contour:

- Equipment and wiring must be ground faulted.
- Wiring should be placed within a conduit or be of a quality that is able to be buried underground. Wiring placed in electrical conduit may be directly attached to a permitted hard surface walkway.
- All trenching for conduit or burying of wiring must be done with minimal soil disturbance and compaction. Disturbed soil areas should be redressed and restored so that soil erosion does not occur.
- Requests for the addition of electricity within SWS buffers should accompany new permit applications for structures, equipment or activities requiring electricity.

All additions of electricity within SWS buffer areas require a completed Spartanburg Water System Electricity Indemnity Agreement.

Spartanburg Water System

Indemnity and Hold Harmless Agreement Related to Electric Wiring

Dated this _____ day of _____

The Commissioners of Public Works of the City of Spartanburg, S.C., doing business as the Spartanburg Water System ("SWS"), owns Lake Blalock and the buffer land surrounding it.

The undersigned person (the "Landowner") seeks permission to install and maintain electric wires within or crossing SWS property.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to, the undersigned Landowner covenants and agrees as follows:

As a condition of SWS granting authorization for the undersigned Landowner to install and maintain electrical wiring on or through SWS property, the Landowner agrees to indemnify and hold SWS harmless for all claims and liabilities arising out of the installation and maintenance of electrical wiring on or through SWS property, including reasonable attorney's fees and costs related to such claims.

The Landowner agrees that by granting permits SWS is not undertaking any duty to Landowner or to the public to inspect, approve or monitor the safety of any of Landowner's activities on SWS property, including without limitation the safety or code-compliance of docks, walkways, electrical wiring, or other structures placed on SWS property. The Landowner remains solely responsible for complying with all applicable safety and engineering codes, and conducting all activities and maintaining all construction in a safe manner.

This indemnity and hold harmless agreement a) creates no rights in third parties, b) is to be interpreted under the laws of South Carolina, c) represents the entire agreement related to such indemnity and hold-harmless, d) may only be amended by writing signed by both parties, and e) shall remain in force until all claims that might be subject to it have been extinguished. It shall bind the successors and assigns of the parties.

SWS may revoke permission to maintain electrical wiring at any time.

Witness

Signature of Landowner

Name _____

Witness