

Private Facility Permit

Non-Commercial Single-Family Docks, Piers, & Decks

Instructions

- 1. Save this file to your local computer as *LakeAddress_LastName*. For best results open this file in Adobe Acrobat Reader. You can download Reader for free from this [link](#) if needed.**
- 2. Please include fully dimensioned drawings of your proposed activity. Dock drawing templates can be downloaded from [here](#).**
- 3. You can fill out this application on your computer. Once complete, email your application and drawings to: LakePermits@Entergy.com**
- 4. After submitting your permit application, you will receive a confirmation email from LakePermits@Entergy.com.**
- 5. Within 14 days, you will receive an email to let you know if any additional information is needed or if we have accepted your application for review and processing along with an estimate of how long the review and processing should take.**
- 6. Once accepted for review, you will receive an email containing invoice information on how to submit your processing fee.**
- 7. You will receive email updates on the status of your request as it is processed or if additional information or field inspection is needed.**
- 8. Once approved, you and your contractor (if listed) will receive an email copy of the final permit document - this is your authorization to begin construction as permitted.**

Contact Entergy at LakePermits@Entergy.com with any questions.



Entergy Arkansas, LLC
Shoreline Management
141 West County Line Road
Malvern, AR 72104
501-844-2148
LakePermits@Entergy.com

Private Facility Permit

Non-Commercial Single-Family Docks, Piers, & Decks

Lakes Hamilton & Catherine

Grantee:

1) Owner Information

Name on Deed:

First Name:

Last Name:

Mailing Address:

City:

State:

Zip Code:

Primary Telephone:

Secondary Telephone:

Email Address:

Lake Address:

Gate Code:

2) Legal Description of Property

RPID:

Click to view assessor's information:
[Garland](#) or [Hot Spring](#) County

Lot:

Block:

Subdivision:

Contractor Information:

3) Name:

4) Telephone Number:

5) Email Address:



Facility #

New

Existing

Boat Dock

A) Facility size: feet by feet by feet high*.

*Deck height max 5' above and roof height max 15' above summertime full pool.

Swim Dock

B) Will it be roofed? Yes No

Pier

C) Number of Slips:

Boardwalk

D) Length of Ramp to Dock:

PWC

E) Will it be fixed or floating? Fixed Floating

Non-Masonry Steps

**F) The facility is/will be feet from the property's
property line.**

Other: _____

G) Water depth at land side of facility*:

*must be 7 feet or more if floating.

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Click here to add another facility:



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Notes

Please use this page to provide additional information on new shoreline facilities, modifications, and or the removal of existing facilities.

CONDITIONS OF ENTERGY PERMIT FOR PRIVATE FACILITY/ACTIVITY

Applicant understands and agrees that this instrument conveys no property rights in real estate. The consent of Entergy (Company) permit is based on Article 412 to the License for Federal Energy Regulatory Commission (FERC) Project No. 271.

Permittee agrees to the following conditions:

- 1. THIS PERMIT MAY BE REVOKED BY COMPANY AT ANY TIME.** In the event the permittee fails to comply with any of the conditions and requirements of this permit, Entergy may revoke the subject permit as well as all rights and privileges, both current and future, associated with said permit. In the event Entergy revokes any permit and permittee fails to remove said facilities, Entergy may, and hereby has permittee's permission and authorization, to remove said facilities at permittee's expense. In the event litigation is required by Entergy to enforce any of its rights related to this process, permittee shall be responsible to Entergy for Entergy's legal fees and all expenses incurred by Entergy in connection with its enforcement of said rights.
- 2. This permit applies only to the facilities and structures described within the permit application. Any alterations, additions, relocations, or other physical changes to the facilities or structures must be approved by the Company prior to such changes. This includes but is not limited to: any changes to an existing facility's footprint, roofline or roof footprint, facility support structure, or location. Any unapproved alterations, additions, relocations, or other physical changes to the facility or structures may result in revocation of the permit and removal of the facility in accordance with the preceding paragraph.**
3. The facilities shall not be used for human habitation, nor shall any vessel of any description moored thereto have toilet facilities located thereon or therein, unless such toilet facilities shall meet the applicable city, county, state and federal standards for such facilities.
4. Permittee agrees to defend, indemnify and hold harmless Company from and against all claims, losses, expenses, including attorney fees, or any other liability claimed against or incurred by the Company, including, but not limited to, property damages, personal injury, or loss of life arising out of the construction, maintenance, condition, or use of the facilities or structures covered by this permit. Further, permittee assumes all risks of damages to said facilities or structures or to the property used or stored in connection therewith, resulting from lake level fluctuations or changes, waves caused by wind or vessels, or any other cause.
5. All facilities allowed by this permit are subject to inspection by Company. If such an inspection reveals conditions that deviate from the approved plans, such conditions will be corrected immediately by the Permittee upon notification in writing, which will be sent to Permittee by certified mail or process server. Failure by the permittee to immediately take action to correct the conditions of which notification has been given by the required date as set forth in the notification will result in revocation of the permit and removal of the facility in accordance with Paragraph 1 of this page.
6. Permittee agrees not to install any buoys, floats or other objects tied or anchored in a fixed position or location within the reservoir without obtaining approval from the proper regulatory authorities. Permittee also agrees not to cut/remove trees, brush or vegetation on Company property or along the shoreline without prior written approval from the Company.
7. A permit tag provided by Company shall be posted on the facility at a place designated by Company.
8. Permittee shall complete and present, the Company furnished "Comment Form" to adjoining property owners for review of the proposed facilities described on the application.
9. It is understood by Permittee that all or a portion of the facilities herein described lies within the boundaries of FERC Project No. 271. Permittee covenants and agrees that the use of the facilities or adjoining premises shall not endanger health, create a nuisance, or otherwise be incompatible with the overall Project recreational use. This permit is also subject to the condition that the Permittee's use of the facilities or adjoining premises shall not adversely affect the environmental qualities, including aesthetic values of the area. Any breach of the aforesaid covenant or condition shall be sufficient cause for the Company's termination of the permit herein granted.
10. This permit reserves to the Company and its successors and assigns the right to use the project area for all Project purposes. Further, this permit is made subject to any order, regulation or rule of the FERC or any other governmental agency which now is in effect or may hereafter be made affecting the reservoir or facilities herein described, and Permittee hereby waives and releases any claim or action at law or equity that it may have against Company as the result of the compliance by Company with such order, rule or regulation.
11. Permittee agrees that no drainage, including sewage from the premises, docks or boats moored to said docks or shoreline will contaminate or pollute the waters of the Lake and that he will control all drainage at all times so that it will comply with all applicable city, county, state and federal laws or regulations. If at any time violations of the above occur, the applicant agrees to immediately correct same.
12. Permittee agrees to immediately notify Entergy and stop all work if any historical or archeological resources are discovered during the construction or installation of the permitted facility or activity. Permittee will be required to consult with the Arkansas State Historical Preservation Office to determine what treatment, if any, is appropriate. Permittee agrees not to resume construction or installation until approved, in writing, by the Company.
13. All work associated with shoreline stabilization/retaining walls, boat ramps, dredging/excavation and cut-in boat docks to be performed must also comply with the conditions of General Permit 60, which was issued by the U.S. Army Corps of Engineers, Vicksburg District to Entergy Arkansas, Inc. on September 18, 2009. A copy of the General Permit 60 can be obtained from: www.entergy.com/hydro
- 14. Permit must be held in the name of the current owner. If the facility is sold or if ownership is transferred, the transfer process must be completed with Entergy Hydro Operations.**
- 15. This permit is void and null if the permitted facility or activity as described on the front of this permit is not completed within 12 months from the issue date of permit.**

Initial Here: _____



Entergy Arkansas, LLC
 Shoreline Management
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Applicant’s Agreement to Terms & Conditions
For a Non-Commercial Single-Family Private Facility

As by my electronic signature shown below, I, _____,
 understand and agree to the conditions of a non-commercial private facility/activity permit and requirements and specifications as set forth in Entergy Arkansas’ “General Information” and “General Guidelines & Specifications” for lakes Hamilton and Catherine hereby incorporated by reference which I hereby acknowledge having received and reviewed. I further agree not to begin construction, placement or use until a “Permit” is issued by the Company.

Date: _____ Sign Here: _____

Notice: Violation of this permit is subject to a “Non-Compliance Penalty Processing Fee” and/or revocation of this permit and any other permits held in my care in addition to any and all costs incurred to enforce and correct the violation up to and including removal.

(Below is to be completed by Entergy)

Non-Commercial Single-Family Facility Permit

Entergy Arkansas LLC hereby issues the above application a conditional and revocable permit to construct and/or maintain the afore described facilities to accommodate single-family dwellings only as shown on plans on record with Entergy Arkansas and subject to the current requirements and specifications of the Company and the conditions at time of issuance hereof is hereby granted. If the use type of this property changes, any and all facilities will be reevaluated for compliance with the new use type and may cause this permit to become null & void.

Permit Record: _____

Entergy By: _____ Date: _____

Refer to attached exhibits for approved dimensions and placement of permitted facility.

Additional Conditions: