

Procedure for Shoreline Facility(s) Permit Transfers

All shoreline facilities (boat docks, piers, etc.) on lakes Hamilton and Catherine must have permits from Entergy in the current property owner's name. When a homeowner sells/buys a home that has a shoreline facility, they must complete the transfer process with our office.

- The transfer process begins with an inspection (sometimes initiated by the seller and sometimes the buyer).
 - A complete list of inspectors who have completed our training can be found at www.entergy.com/permitinfo
 - The inspector sends a copy of their inspection report to Entergy at shoreline@entergy.com for review.
- Entergy Shoreline Management will respond and/or provide an Inspection Acknowledgment Form (IAF), to all parties whose information is provided on the report or known at the time of the IAF within 10 business days of receipt of the report.
 - This form outlines any repairs/corrections, if any, that must be made before transfer can happen. These are all based on our guidelines as well as local, state, and federal laws.
 - The form also outlines any fees that may be due if there was a non-compliance issue (such as the dock not being previously permitted or not built as permitted) in addition to the standard transfer processing fee.
- If no issues are found, or once we have received proof that all repairs/corrections have been made (proof should be sent to shoreline@entergy.com), we send an email giving the "clear to transfer". Fees and applications are generally collected/completed by the title company at closing and mailed to Entergy.
- If closing cannot wait for the inspection process to be completed, the buyer is required to sign a *Bypass Inspection Process Form* in which they acknowledge they are assuming all responsibility for completing the inspection, completing any required corrective actions, paying all associated costs, etc. within 60 days of closing.
 - This form requires a \$1000 deposit be remitted with it along with a completed transfer application.
 - If the actions described are completed within the 60-day extension period and the processing fees are less than \$1000 then you will have the opportunity to remit the lesser amount and we will return the \$1000 deposit.
 - If choosing this option, the "Bypass Inspection Approval Process" form should be obtained directly from our office to ensure use of the most current form.

Of Special Note:

Inspections are good for one year or one transfer of ownership (sale), whichever comes first.

Sales within multi-family units, or those with facilities managed by a POA, may not require a permit transfer if the permit is held by the POA. In these cases, a copy of the permit can be provided to the buyer by the POA or Entergy Shoreline Management.

Commercial properties are subject to the same inspection/transfer process.

If the buyer intends to tear down all the existing facilities on a property, they will still be required to either:

1. complete the inspection/transfer process. If they apply for a new facility within 60 days of closing, transfer processing fees can be applied toward the application fees
2. complete the *Bypass Inspection Process Form* with the \$1000 deposit and removal must take place within 60 days of closing

You can always find the most up-to-date information at www.entergy.com/permitinfo or email us at shoreline@entergy.com



Permitted Facilities Transfer Application Non-Commercial Single-Family Shoreline Use

(Please read attached "Specifications".)

Lakes Hamilton & Catherine

Attach to application:

1. Copy of Previous Owner's Permit,
2. Processing Fee
3. Deed or other proof of ownership

Print or type **all** information requested below and return **original** to:

Lakes & Property Coordinator
 Entergy Hydro Operations
 141 West County Line Road
 Malvern, AR 72104 Phone: (501) 844-2148

1. **First Name:** _____ **Last Name:** _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____
 Day Telephone: _____ Night Telephone: _____
 E-mail Address: _____

2. **Lake Address:** _____

3. **Check lake and county:** Lake Hamilton Lake Catherine / Garland County Hot Spring County

4. **Legal description of my property:** *(Using your deed, complete below item "a" and either "b" or "c")
 (Attach copy of deed. Applicant must have legal ownership of adjoining lakefront property.)*

a) Grantee Name on Deed: _____

b) Lot _____ Block _____ Subdivision/Development Name _____

5. **RPID Number:** _____

6. **Original Permit Number from previous owners permit:** _____ *(A permit tag should be attached to the facility with this same permit number. If not, check below to request a new tag.)*

7. Please initial one of the following:

_____ I have verified that all the existing facilities attached to this lakefront are as described on the previous owner's permit signed by Entergy and have received a clear to transfer email from Entergy. ***(If not, do this immediately to avoid risk of possible modifications or removal of unpermitted facilities that do not meet Entergy's guidelines at your expense.)***

---or---

_____ The seller could not provide permit information for all the existing facilities attached to this lakefront or I chose to close without receiving a clear to transfer email from Entergy. If this is the case, then I understand that I must also submit a completed by-pass inspection process transfer form. ***(If this option is initialed, you are assuming the responsibility of requesting permits for existing facilities. Depending upon the circumstances, this may require additional permit processing fees, include existing unpaid fees assigned to the facility, and modifications or removal of the facilities may be required to meet Entergy's requirements at your expense.)***

8. **Notes:** *(Use this area to describe any conditions that may be unique to your lakefront property that Entergy Hydro Operations needs to be aware of.)* _____

9. **Title Company's Name and Phone #:** _____

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, 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. 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 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. This permit is non-transferable. If the permitted facility is sold or if the ownership is transferred, the Permittee shall promptly notify the Entergy Hydro Operations at 501-844-2148.
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.

APPLICANT'S AGREEMENT TO TERMS AND CONDITIONS FOR A NON-COMMERCIAL SINGLE-FAMILY PRIVATE FACILITY/ACTIVITY

I understand and agree to the conditions of a non-commercial private facility/activity permit as listed on page two (2) of this document and the requirements and specifications as set forth in Entergy's "General Information" and "General Guidelines & Specifications for Private Shoreline Facilities/Activities" (effective 12/1/2012) 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 Entergy.

Date Sign Here: _____
(Applicant's Signatures Must Be Notarized Below)

NOTICE: VIOLATION OF THIS PERMIT IS SUBJECT TO A "NON-COMPLIANCE PENALTY FEE" AND/OR REVOKING OF PERMIT IN ADDITION TO ANY AND ALL COSTS INCURRED TO ENFORCE THE VIOLATION.

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this day, before me personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the instrument and acknowledged that they had executed the same for the purposes therein contained. IN WITNESS WHEREOF I hereunto set my hand and official seal on this _____ day of _____, 20 _____.

My Commission Expires _____
Notary Public _____

(Below is to be completed by Entergy)

NON-COMMERCIAL SINGLE-FAMILY FACILITY PERMIT

PERMIT NUMBER: _____

Entergy hereby issues the above applicant a conditional and revocable permit to construct and/or maintain the above described facilities to accommodate single-family dwellings only as shown on plans on record at Entergy (Company) and subject to the requirements and specifications of the Company and the conditions listed on page two (2) of this document hereof is hereby granted.

Entergy By: _____ Date: _____

- Permit is granted as requested. Permit is granted in accordance with attached drawing.

ADDITIONAL CONDITIONS:

