



# CONDITIONS OF ENTERGY PERMIT FOR LANDSCAPING & ACCESS

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. 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 with out 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 the USACE's website at [www.mvk.usace.army.mil](http://www.mvk.usace.army.mil)
14. This permit is non-transferable. If the property is sold or if the ownership is transferred, the Permittee shall promptly notify the Entergy Hydro Operations at 501-844-2101.
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.