

LAW OFFICES OF ANDY J. CLARK, PLLC  
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RIDGELAND, MS 39157

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October 31, 2017

VIA EMAIL ONLY

Mr. Carl Allen  
Zoning Administrator  
Madison County Planning and Zoning Commission  
P.O. Box 608  
Canton, MS 39046

**Re: L & J Holdings, LLC / Aulenbrock Drive mini storage**

Dear Carl:

Please confirm that the Conditional Use Application for L&J Holdings, LLC will be placed on the agenda for the November 9, 2017 meeting of the Planning and Zoning Commission. In advance of that meeting, please find the attached documents:

- 1) Letter of No Objection from Entergy
- 2) Agreement by and between L&J Holdings, LLC, and Marshall Jackson, Julie Den Herder and Krisstal Hunt.
- 3) Screening sketch

Please excuse the crudeness of my screening sketch. Perhaps, I can better explain it at the meeting, but in sum, you will see that it shows that my client has agreed to move the previously-approved 8' black, vinyl-coated chain link fence 20' off of the east property line (i.e., the Bradshaw Ridge property line), thereby creating a 20' "buffer" between the concrete drive around the buildings and the Bradshaw Ridge property line. In this "buffer," my clients have agreed to plant "elaegnus" every 6' in order to create a natural screen of their property from the view of the residents of Bradshaw Ridge, which borders my client's property. My clients will use the same "elaegnus" to adequately screen the outdoor parking from the view of the west line of the parking area, as shown. The bamboo screening shown on the north property line is at the request of the residents of Twin Cedars, in order to provide a natural screen (Note: a visit to the site would show that the difference in elevation from the Twin Cedars property to the actual parking area also acts as a natural screen, as the parking area is much lower than the Twin Cedars property).

I look forward to seeing you at the meeting on November 9, 2017. With kindest personal regards, I remain

Very truly yours,

/s/ Andy J. Clark  
**Andy J. Clark, Esq.**

cc: Jeff Cox (via email only)  
Lee Sahler (via email only)  
John H. Shows, Esq. (via email only)



Entergy Transmission  
6540 Watkins Dr.  
Jackson, MS 39213-8208

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4/21/2017

The Depot  
Attn: Lee Sahler  
127 Aulenbrock Dr.  
Canton, MS, 39046

Re: Letter of No Objection for Use of Easement for Gravel Parking Pad  
NE ¼ of Section 27, Township 8N, Range 2E, Madison County, Canton, MS

Dear Mr. Sahler:

Entergy Mississippi, Inc. ("Entergy") has certain rights-of-way with appurtenant easements and occupancy rights lying along, across, and adjacent to the proposed gravel parking pad shown on the attached Exhibit. The said right-of-way is located in the NE ¼ of Section 27, Township 8N, Range 2E, Madison County, Canton, Mississippi.

Entergy owns and maintains on said right-of-way overhead, electric facilities energized at high voltages. Please be aware that contact with or close proximity to said electric facilities is dangerous to persons and property and could cause severe injury or death to persons. You are hereby informed that, except upon compliance with the provisions of Mississippi Code Section 45-15-1, *et seq.*, **it is a violation of state law for persons or equipment to be brought within 10 feet of energized high-voltage power lines.**

Entergy has no objection to the proposed gravel parking pad within the boundaries of the subject transmission line right-of-way as shown on the attached Exhibit, provided that you agree to the following:

Grantee agrees that Grantor shall have the right to use the land covered by said right-of-way for the purpose of parking trailers, boats, etc., so long as Grantee's transmission poles are protected with posts, metal barriers or other protective devices to adequately protect the transmission poles from damage. Grantor understands that anything parked under the transmission line should be limited to 8 feet in height to avoid any contact or potential arc that could take place with the conductor.

Grantor agrees to install two 8ft gates (totaling 16 ft) on either end of said right-of-way to allow access to Entergy's right-of-way by Grantee for routine maintenance, storm repair, etc., Entergy agrees to provide locks for both gates. See Exhibit B.

M00229

Agree to provide and maintain in effect for the duration of this construction project insurance coverages in forms and amounts as follows:

(1) Workers' Compensation Insurance in accordance with all applicable state and federal laws (regardless of the number of employees employed or the type of work being performed), including Employer's Liability Insurance in the minimum amount of \$1,000,000 per accident. Policy shall be endorsed to include a waiver of subrogation in favor of Entergy and its affiliated and associated companies.

(2) Commercial General Liability Insurance including Contractual Liability Coverage covering liability assumed (including, but not limited to, liability of Entergy and its affiliated and associated companies), in the minimum amount of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

(3) Comprehensive Automobile Liability Insurance including all owned, hired, leased, assigned, and non-owned vehicles used in the performance of the work, with a minimum combined single limit of \$1,000,000 per accident.

(4) Excess or Umbrella Coverage following the form of coverage required in paragraphs (1) through (3) above with limits of liability, when combined with such primary coverage limits, equal to \$5,000,000 per occurrence.

(5) The insurance policies required by paragraphs (2) through (4) above shall include Entergy and its affiliated and associated companies as Additional Insureds with respect to your exercise of rights under and liability arising out of, related to, or resulting from this agreement. You shall waive all rights of recourse, including any rights to which another may be subrogated, against Entergy and its affiliated and associated companies for bodily injury, including death, and property damage. All of your policies of insurance shall be primary insurance and non-contributing with any other insurance maintained by Entergy and its affiliated and associated companies, and are to provide Entergy with thirty (30) days prior written notice of cancellation or any material adverse change in conditions. You shall provide Entergy with Certificates of Insurance evidencing the insurance as contained herein. *Mail Certificates of Insurance to Entergy Mississippi, Inc., Attention: Leigh Koon, Mail Unit M-THQ-2D, P. O. Box 1640, Jackson, MS 39215.*

(6) Any contractor or subcontractor providing services on your behalf for this project shall be required to carry insurance coverages in forms and amounts consistent with these requirements and naming Entergy and its affiliated and associated companies as Additional Insureds. Prior to the start of the work by any contractor, the contractor shall obtain and deliver to Entergy, Certificates of Insurance evidencing contractor's compliance with said insurance requirements.

Agree to defend, indemnify, and hold harmless Entergy, its parent, associated, and affiliated companies, and their agents, employees, servants, representatives, contractors, officers, directors, shareholders, insurers, attorneys, successors, and assigns from and against any and



all claims, actions, and lawsuits, and all costs and expenses incidental to the defense of any such claims, actions, and lawsuits, including, but not limited to, court costs, attorney fees, settlements, damages, etc., arising out of, related to, or resulting from your operations or activities or those of any of your contractors or subcontractors on or near Entergy's right-of-way, easements, and/or electric facilities.

Agree not to conduct or cause to be conducted on said right-of-way and easement any activities that would bring any persons, objects, or equipment within 20 feet of Entergy's electric power lines and to keep all vehicles, equipment, digging, excavation, and any and all other activities at least 45 feet from Entergy's poles or other structures.

Agree that you will not do anything to reduce the ground clearance under any of Entergy's elevated electric facilities.

Agree to repair upon demand or reimburse Entergy for any damage done to Entergy's facilities or any increase in costs incurred by Entergy as a result of the use of the right-of-way. The rights granted hereunder are not greater than the rights possessed by Entergy in said right-of-way and easement.

Agree to notify Entergy at least 96 hours prior to beginning work in the area of Entergy's facilities. Contact Will Hobdy at 601-985-2226. Entergy shall have the right, but not the duty, to have representation on site during construction. No work will take place on Entergy's right-of-way without Entergy being given the opportunity to be present at the work site.

Agree that Entergy shall not be liable for any damage to the subject gravel parking pad caused by Entergy's operations. Further, Entergy shall not be liable for any damage to your or your contractor's owned or leased equipment or any other damages caused by Entergy's operation.

In performing any dirt work that may be required for the gravel parking pad, no dumping of fill material may take place on the right-of-way. Any fill material must be placed on the right-of-way by earth-moving equipment such as a bulldozer. This will guard against raised beds on dump trucks coming in contact with energized conductors or within safe working area thereof.

The owner or contractor performing the work will provide a permanent protective barrier around any of Entergy's poles or structures where vehicle traffic exists.

No lighting structures or other above ground facilities shall be placed on the right-of-way. Any lighting fixture attached to Entergy's structures must be approved by Entergy.

Entergy retains the right to locate, relocate, place, and replace electric facilities as needed on said right-of-way.

To confirm that you and your contractors agree with the provisions in this Letter of No Objection, please have both copies executed in the space provided, keep a copy for your records and return a copy to my attention at:

**Entergy Mississippi, Inc.**  
**Attn: Leigh Koon**  
**Mail Unit M-THQ-2D**  
**P.O. Box 1640**  
**Jackson, MS 39215**


Respectfully,



Leigh V. Koon | Right of Way Agent  
Project Management & Const. - MS/N LA | 6540 Watkins Dr., M-THQ-2D | Jackson, MS 39213  
☎ 601.985.2847 (office) | ✉ lkoon@entergy.com

**AGREED:**

BY:

  
\_\_\_\_\_  
(Signature)

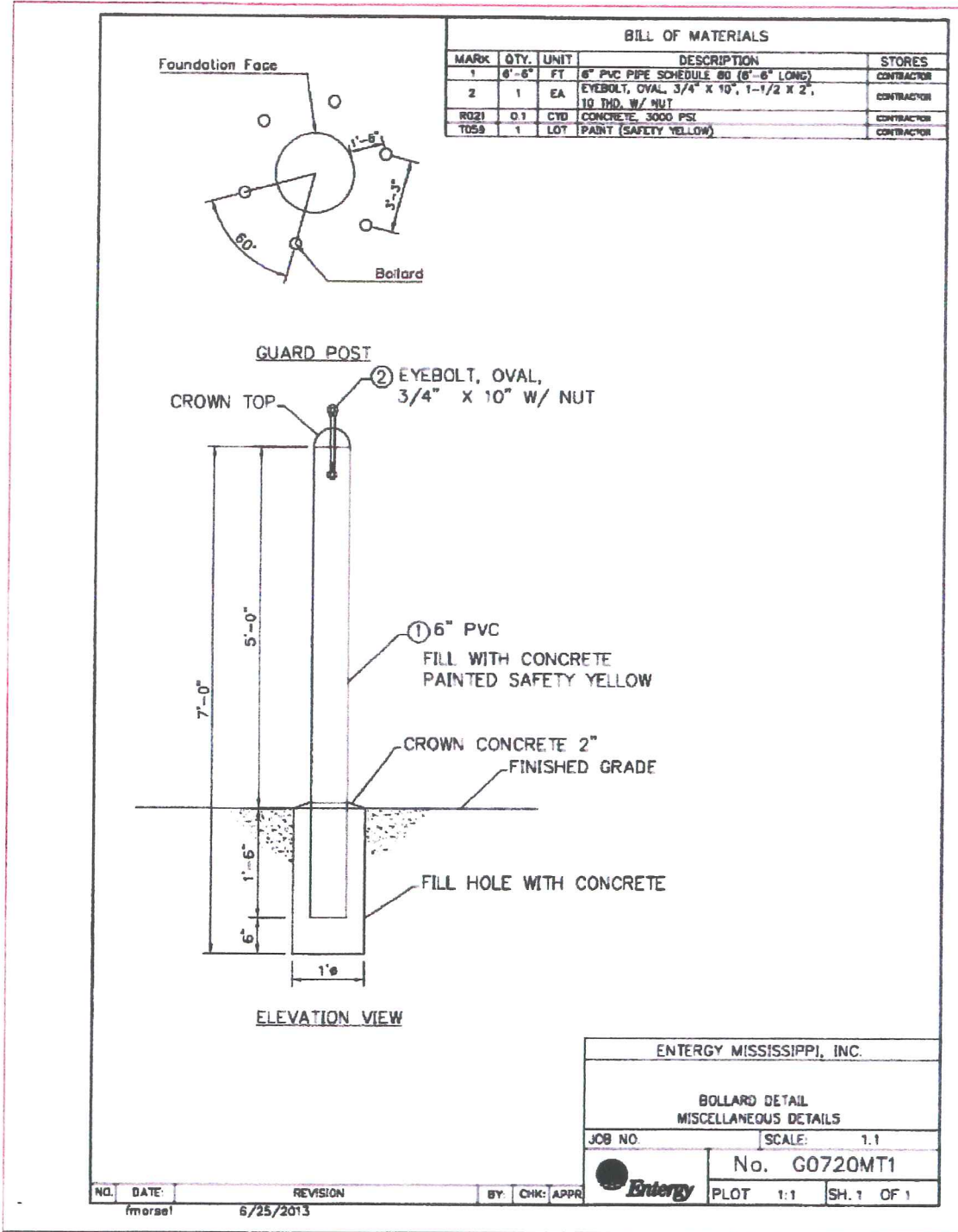
5/6/17  
\_\_\_\_\_  
(Date)

Lee Salton  
\_\_\_\_\_  
(Print Name)

owner  
\_\_\_\_\_  
(Title)

LJ Holdings  
\_\_\_\_\_  
(Company)



# Exhibit C



AGREEMENT

1. **Parties.** This Agreement is between L&J Holdings, LLC ("L & J Holdings"), the owner of that property described on **Exhibit A** and Julie Den Herder, Krisstel Hunt and Marshall Jackson (collectively "Den Herder, et al"), all of whom are residents of Bradshaw Ridge Subdivision which lies adjacent to, and contiguous with, the property described on **Exhibit A** here to.
2. **Conditional Use.** L & J Holdings has requested that Den Herder, et al not oppose L & J Holdings' request for conditional use to park vehicles that is presently pending before the Planning and Zoning Commission of Madison County, Mississippi.
3. **Lighting.** L & J Holdings shall cause all exterior lighting on the property described on **Exhibit A** to be "dark sky" compliant.
4. **Fence.** L & J Holdings shall cause the east fence on its property to be 20 feet from the property line of the Bradshaw Ridge Subdivision. The entire east side of the L & J Holdings property will have a fence that is 20 feet from the property line of Bradshaw Ridge and shall run parallel to the subdivision property line.
5. **Landscaping.** The 20 foot space between the Bradshaw Ridge property line and the L & J Holdings fence will be planted with "elaeagnus" plants which will be planted 6 feet apart. This landscaping shall be maintained by L & J Holdings.
6. **Outdoor Parking.** The request for a conditional use for outdoor parking on the site shall be amended to include only parking for boats without cabins and non-commercial open and empty trailers that are used for personal purposes, not commercial purposes. The boats will be open bow boats including pontoon, ski and personal fishing boats.
7. **Binding Effect.** This agreement shall be binding on L & J Holdings and its successors and assigns. This agreement shall be filed with the conditional use request pending before the Planning and Zoning Commission of Madison County, Mississippi and shall be made a part of the conditions for the site plan approval for the conditional use.
8. **Enforcement.** Julie Den Herder, Marshall Jackson or Krisstel Hunt may specifically enforce the terms of this agreement in the Chancery Court of Madison County, Mississippi and will have the right to recoup any correlating attorney fees.
9. **Assignment.** Julie Den Herder, Marshall Jackson and Krisstel Hunt may assign their rights hereunder to the Bradshaw Ridge Homeowners Association if they move from Bradshaw Ridge Subdivision.

WITNESS OUR SIGNATURES this the 26<sup>th</sup> day of September, 2017.

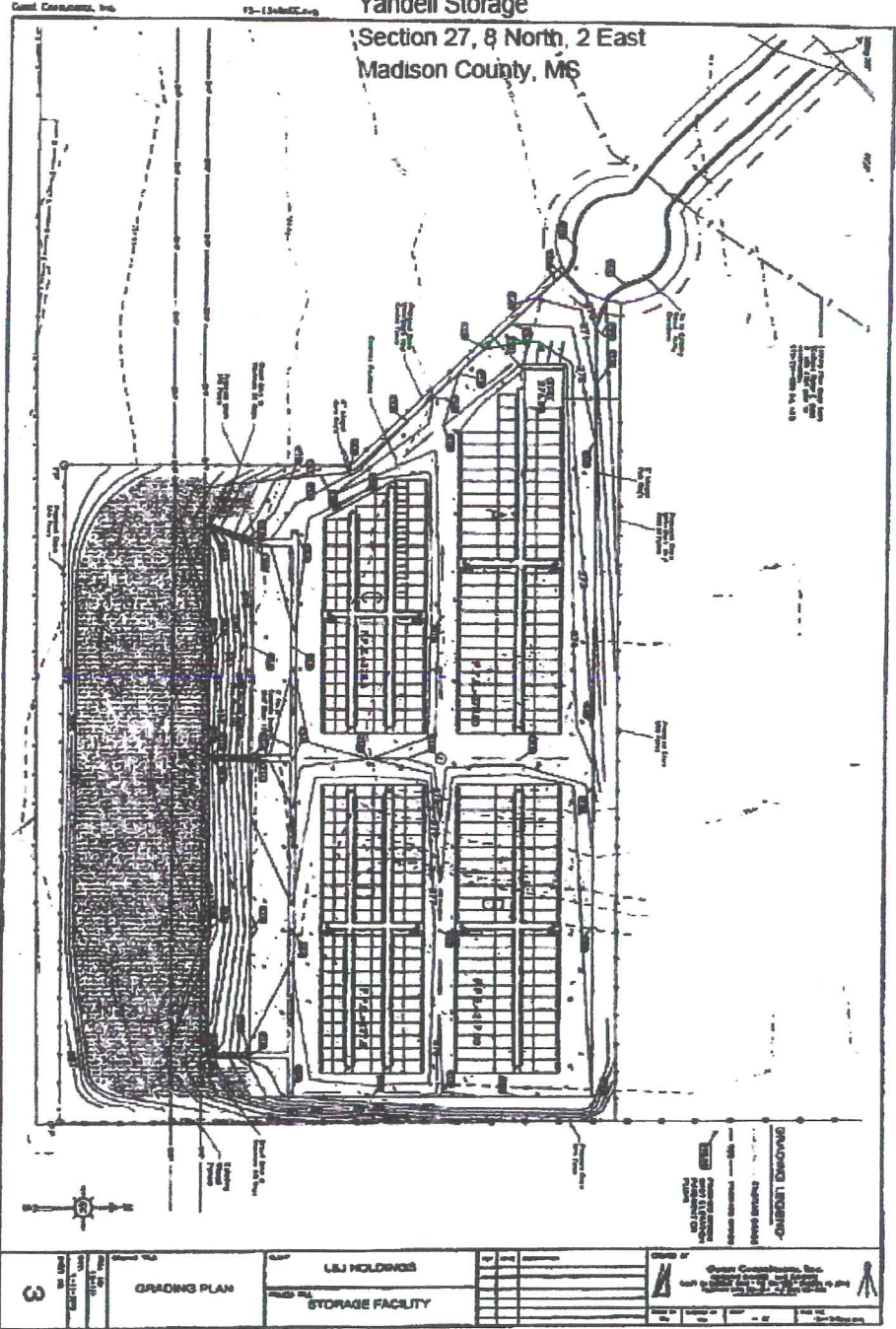
 Julie Den Herder  
 Krisstel Hunt  
 Marshall Jackson

 L&J Holdings, LLC  
By: \_\_\_\_\_  
Its:  \_\_\_\_\_



Exhibit A  
Yandell Storage

Section 27, 8 North, 2 East  
Madison County, MS

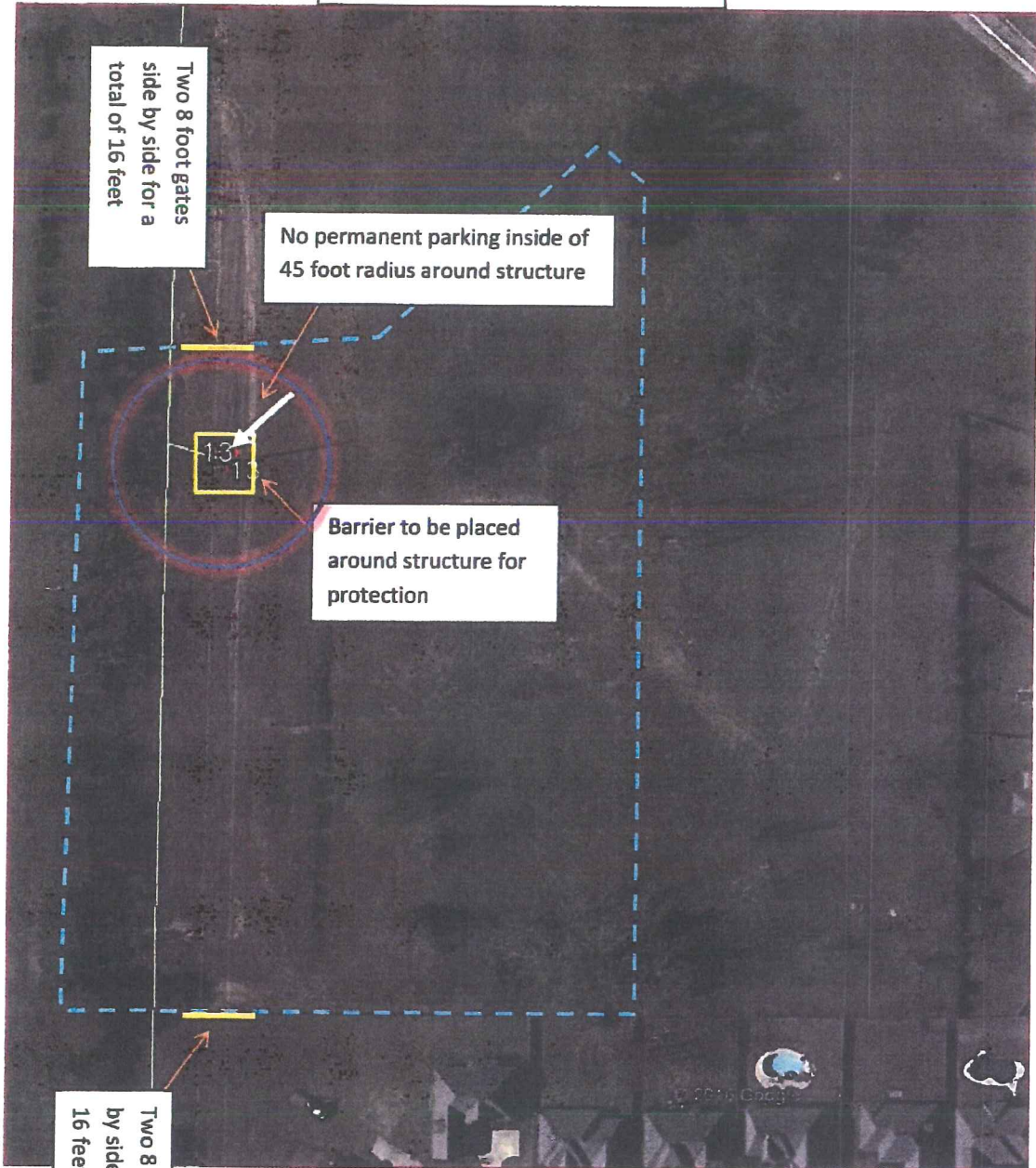


	GRADE PLAN STORAGE FACILITY	L&J HOLDINGS STORAGE FACILITY	SHEET NO. _____ TOTAL SHEETS _____	DRAWN BY _____ CHECKED BY _____ DATE _____
	3	1	1	1

**Exhibit B**

The Depot Storage Facility

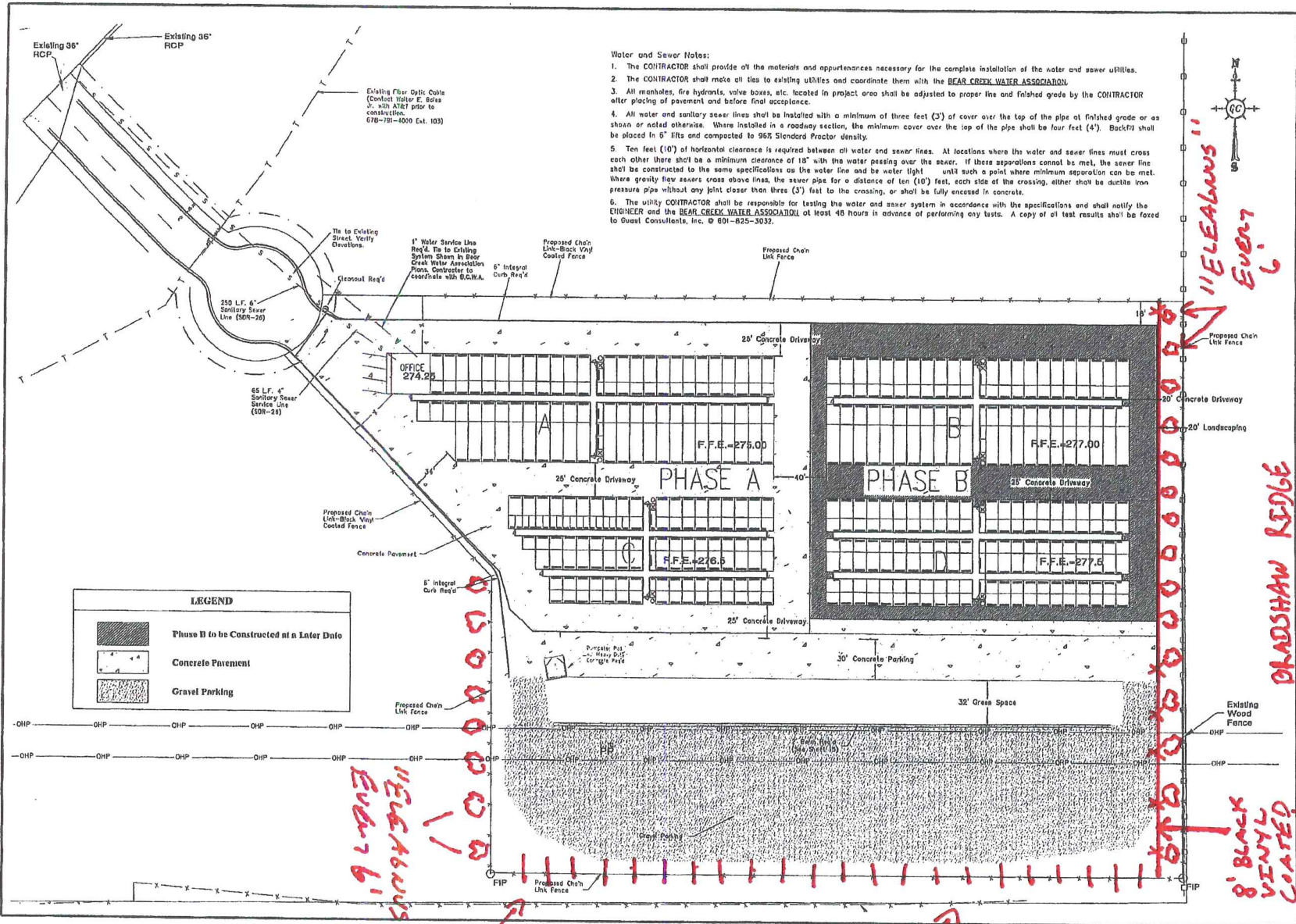
Section 27, 8N, 2E Madison County



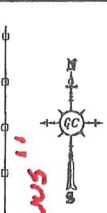


15-1349USE.dwg

Guest Consultants, Inc.



- Water and Sewer Notes:**
- The CONTRACTOR shall provide all the materials and appurtenances necessary for the complete installation of the water and sewer utilities.
  - The CONTRACTOR shall note all ties to existing utilities and coordinate them with the BEAR CREEK WATER ASSOCIATION.
  - All manholes, fire hydrants, valve boxes, etc. located in project area shall be adjusted to proper line and finished grade by the CONTRACTOR after placing of pavement and before final acceptance.
  - All water and sanitary sewer lines shall be installed with a minimum of three feet (3') of cover over the top of the pipe at finished grade or as shown or noted otherwise. Where installed in a roadway section, the minimum cover over the top of the pipe shall be four feet (4'). Backfill shall be placed in 6" lifts and compacted to 95% Standard Proctor density.
  - Ten feet (10') of horizontal clearance is required between all water and sewer lines. At locations where the water and sewer lines must cross each other there shall be a minimum clearance of 18" with the water passing over the sewer. If these separations cannot be met, the sewer line shall be constructed to the same specifications as the water line and be water tight until such a point where minimum separation can be met. Where gravity flow sewers cross above lines, the sewer pipe for a distance of ten (10') feet, each side of the crossing, either shall be ductile iron pressure pipe without any joint closer than three (3') feet to the crossing, or shall be fully encased in concrete.
  - The utility CONTRACTOR shall be responsible for testing the water and sewer system in accordance with the specifications and shall notify the ENGINEER and the BEAR CREEK WATER ASSOCIATION at least 48 hours in advance of performing any tests. A copy of all test results shall be filed to Guest Consultants, Inc. © 201-825-3032.



11' ELEAVNS " EVERY 6'

BROADSHAW RIDGE

11' ELEAVNS " EVERY 6'

8' BLACK 8" VINYL COATED CHAIN LINK IN

BAMBOO SCREEN PER TWEN CEDARS REQUEST

<p>Guest Consultants, Inc. CONSULTING ENGINEERS AND ARCHITECTS 10011 W. BROADWAY, SUITE 200 DENVER, CO 80231 TEL: 303.751.1100 WWW.GUESTCONSULTANTS.COM</p>	<p>DATE: 11-15-2016 SCALE: 1" = 20'</p>
<p>PROJECT TITLE: L&amp;J HOLDINGS STORAGE FACILITY</p>	<p>CLIENT: L&amp;J HOLDINGS STORAGE FACILITY</p>
<p>DESIGNED BY: [Signature]</p>	<p>DATE: 11-15-2016</p>
<p>CHECKED BY: [Signature]</p>	<p>DATE: 11-15-2016</p>
<p>APPROVED BY: [Signature]</p>	<p>DATE: 11-15-2016</p>