

UTILITY PERMIT STATUS		
<input checked="" type="checkbox"/> FIELD REVIEW	JP	DATE 9-14-13
<input checked="" type="checkbox"/> ELECTRONIC REVIEW	K. LITTLE	DATE 8-20-13
COMMENTS _____		
<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	

PRESENTED TO BOARD OF SUPERVISORS
DATE

01/24/06

MADISON COUNTY, MISSISSIPPI
PERMIT APPLICATION FOR USE AND OCCUPANCY
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

FACILITY ALONG OR ACROSS GREEN OAK LN COUNTY

ROAD PROJECT NAME OR NUMBER N/A (SURVEY ONLY) COUNTY OF

MADISON, BEGINNING IN SECTION 33, TOWNSHIP 28 N, RANGE

2 E, AND ENDING IN SECTION 33, TOWNSHIP 28 N, RANGE

2 E. UTILITY NAME ENTERGY CORP BY RUSSELL LEE

TELEPHONE (662) 342-7573 ADDRESS ENTERGY DISTRIBUTION,

7411 HIGHWAY 51 NORTH
SOUTHAVEN, MS 38671

herein called APPLICANT, purposes to construct on GREEN OAK LN a

(Name of Road)

Utility Facility installed between station HIGHWAY 51 and station

CLARKDELL RD of Project Name / Number N/A (SURVEY ONLY) and within

road or highway right-of-way, and hereby makes application to the County for

construction permit. Attached hereto are drawings or plans for the construction, which

will not be changed or altered without approval of the Road Manager, or his

representative.

Whereas, the Legislature of Mississippi has heretofore granted to the applicant the right to locate its facilities upon, across, under, over and along public highways and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SAD II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Highways (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated January 1, 1983, and which is hereby made a part of this application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the Project.

The Applicant shall comply with all policies, procedures and construction practices as outlined in "A Policy for The Accommodation of Utility Facilities within the Right-of-Way of all Public County Roads", as adopted on May 1, 1992, by the Madison County Board of Supervisors.

The Applicant shall be responsible for the future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within road or highway right-of-way when required for road or highway widening or other road or highway construction at no cost to the county. The Applicant Utility shall relocate said utilities within sixty (60) days of notification by County by registered mail, return receipt requested, unless otherwise designated by the County's Road Manager. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety to traffic and at the expense of the utility company. When reasonable care has been taken to locate said utility facilities within the right-of-way, the applicant understands that any damages caused by routine maintenance and construction by county forces shall be borne by the applicant Utility.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

As per the attached Entergy job drawing, Entergy plans to construct 1,410 feet of new power line. This job will start 1,225 feet east of Highway 51 along Green Oak Ln and continue east for approximate distance of 400 feet on county property then continue east for approximate distance of 1,010 on private property. This new three phase distribution circuit will allow us to provide a strong tie between several substations to better serve our customers. A digital permit has been submitted and approved by Kay Little, GIS Administor, Madson, County, MS.

The applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and if this Utility Facility as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

The applicant further agrees to indemnify and hold county harmless for any and all claims, accidents, damages, liabilities and expenses occasioned wholly, or in part, by any act or omission of applicant, its agents or employees. In case County shall, without fault on its own part, be made a party to any litigation commenced by or against applicant, then applicant shall protect and hold County harmless, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by County in connection with said litigation.

Madison County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County Highway and Utility Facility.
- (2) To pursue any and all legal means to see the Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County Road Manager or his authorized representative approved the drawing, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in the Agreement for the installations.
- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107-18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 1989 edition (or current edition).
- (5) Should any term of provision of this Applicant Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

UTILITY PERMIT STATUS		
<input checked="" type="checkbox"/> FIELD REVIEW	SP	DATE 10-16-13
<input type="checkbox"/> ELECTRONIC REVIEW		DATE
COMMENTS		
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	DATE 10/11/2013

MADISON COUNTY, MISSISSIPPI
PERMIT APPLICATION FOR USE AND OCCUPANCY
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

FACILITY ALONG OR ACROSS CHURCH COUNTY ROAD PROJECT NAME OR
 NUMBER 37J90560N COUNTY OF MADISON, BEGINNING IN SECTION 16 ,
 TOWNSHIP 8N , RANGE 2E , AND ENDING IN SECTION 16 ,
 TOWNSHIP 8N , RANGE 2E UTILITY NAME AT&T BY BRETT MARSHALL
 TELEPHONE 601-859-3162 ADDRESS 370 CHURCH RD MADISON, MS 39110.

herein called APPLICANT, purposes to construct on CHURCH RD a Utility Facility
 installed between station _____ and station _____ of Project Name/Number _____
 and within road or highway right-of-way, and hereby makes application to the County
 for construction permit. Attached hereto are drawings or plans for the construction, which will
 not be changed or altered without approval of the Road Manager, or his representative.

Whereas, the Legislature of Mississippi has heretofore granted to the applicant the right
 to locate its facilities upon, across, under, over and along public highways and streets within the
 State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SAD
 II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County
 Federal Aid and State Aid Highways (hereinafter referred to as the "Policy"), promulgated by the
 State Aid Engineer and dated January 1,1983, and which is hereby made a part of this application
 Agreement, and agrees to perform the construction according to the applicable industry code and
 according to the plans and specifications for the Project.

The Applicant shall comply with all policies, procedures and construction practices as
 outlined in "A Policy for The Accommodation of Utility Facilities within the Right-of-Way of all
 Public County Roads", as adopted on May 1, 1992, by the Madison County Board of
 Supervisors.

The Applicant shall be responsible for the future maintenance and repair of the facilities.
 The Applicant shall make future adjustments in, or relocate, the facilities located within road or
 highway right-of-way when required for road or highway widening or other road or highway
 construction at no cost to the county. The Applicant Utility shall relocate said utilities within
 sixty (60) days of notification by County by registered mail, return receipt requested, unless
 otherwise designated by the County's Road Manager. Further, any maintenance, repair, or
 construction shall be done in such a manner as to occasion no unreasonable interference with the

normal flow and safety to traffic and at the expense of the utility company. When reasonable care has been taken to locate said utility facilities within the right-of-way, the applicant understands that any damages caused by routine maintenance and construction by county forces shall be borne by the applicant Utility.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows: TRENCH 3' OUT OF SOUTH SIDE OF R/W, TRENCH 47' ALONG CHURCH RD AND BORE 93' OF FIBER UNDER CHURCH RD GOING NORTH TO EXISTING STEEL POLE.

The applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and if this Utility Facility as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

The applicant further agrees to indemnify and hold county harmless for any and all claims, accidents, damages, liabilities and expenses occasioned wholly, or in part, by any act or omission of applicant, its agents or employees. In case County shall, without fault on its own part, be made a party to any litigation commenced by or against applicant, then applicant shall protect and hold County harmless, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by County in connection with said litigation.

Madison County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County Highway and Utility Facility.
- (2) To pursue any and all legal means to see the Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County Road Manager or his authorized representative approved the drawing, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in the Agreement for the installations.
- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section

S-107-18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 1989 edition (or current edition).

- (5) Should any term of provision of this Applicant Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

WITNESS the signature of the Applicant this the 7TH day of AUGUST, 2013.

By: 
(Applicant Signature)


Title: Mgr OPS PIng & Design SE/CA

AGREED TO AND APPROVED BY:

Mr. Gerald Steen
Madison County Board President

Date: _____

ENTERED INTO THE MINUTES OF THE BOARD OF SUPERVISORS OF MADISON COUNTY,
MISSISSIPPI OF THIS _____ DAY OF _____, 20____.



Rudy M. Warnock, P.E.
County Engineer