

UTILITY PERMIT STATUS	
<input checked="" type="checkbox"/> FIELD REVIEW	C. Bays TIME 10am DATE 9-10-15
<input checked="" type="checkbox"/> ELECTRONIC REVIEW	K. Little DATE 8-28-15
COMMENTS _____	
<input checked="" type="checkbox"/> APPROVED	CYDANIELSON COUNTY, MISSISSIPPI

01/09/04

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 YANDELL ROAD

COUNTY ROAD PROJECT NAME OR NUMBER G730227

COUNTY OF MADISON, BEGINNING IN SECTION 26, TOWNSHIP 8-
N, RANGE 2-E, AND ENDING IN SECTION 26, TOWNSHIP
8-N, RANGE 2-E. UTILITY NAME ATMOS ENERGY, CORP

BY KEN WASHINGTON TELEPHONE (601) 592-5329

ADDRESS 4155 INDUSTRIAL DRIVE JACKSON, MS
39209

herein called APPLICANT, purposes to construct along Yandell Road a
(Name of Road)
Utility Facility installed between station Glenwild Trail and station _____
Germany Drive of Project Name / Number 070.30388

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:

At the intersection of Germany Drive and Yandell Road begin to install 972' of 4" Black PE gas line along the south side of Yandell Road to the intersection of Glenwild Trail

All proposed Gas main will be installed +/- 3' inside the existing 40' Madison County right of way. The purpose of this installation will be to serve lot numbers 1-6, 25-29 and 35-64 of Glenwild Subdivision Phase I.

See Attached Drawing of Gas Construction Print

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.

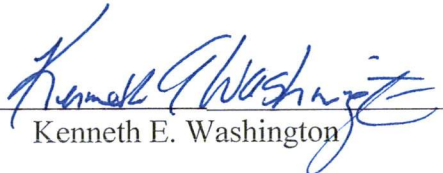
The applicant further agrees to indemnify and hold county harmless for any and all claims, accidents, damages, liabilities and expenses occasioned wholly, or in part, by any act or omission of applicant, its agents or employees. In case County shall, without fault on its own part, be made a party to 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 28th day of August, 2015.

By: 
Kenneth E. Washington

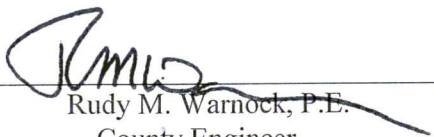
Title: Engineer I

AGREED TO AND APPROVED BY:


MR. KARL BANKS
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

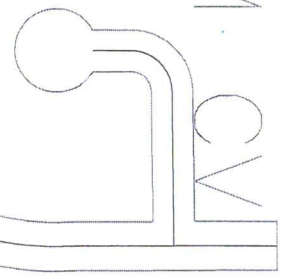
GLENWILD TRAIL



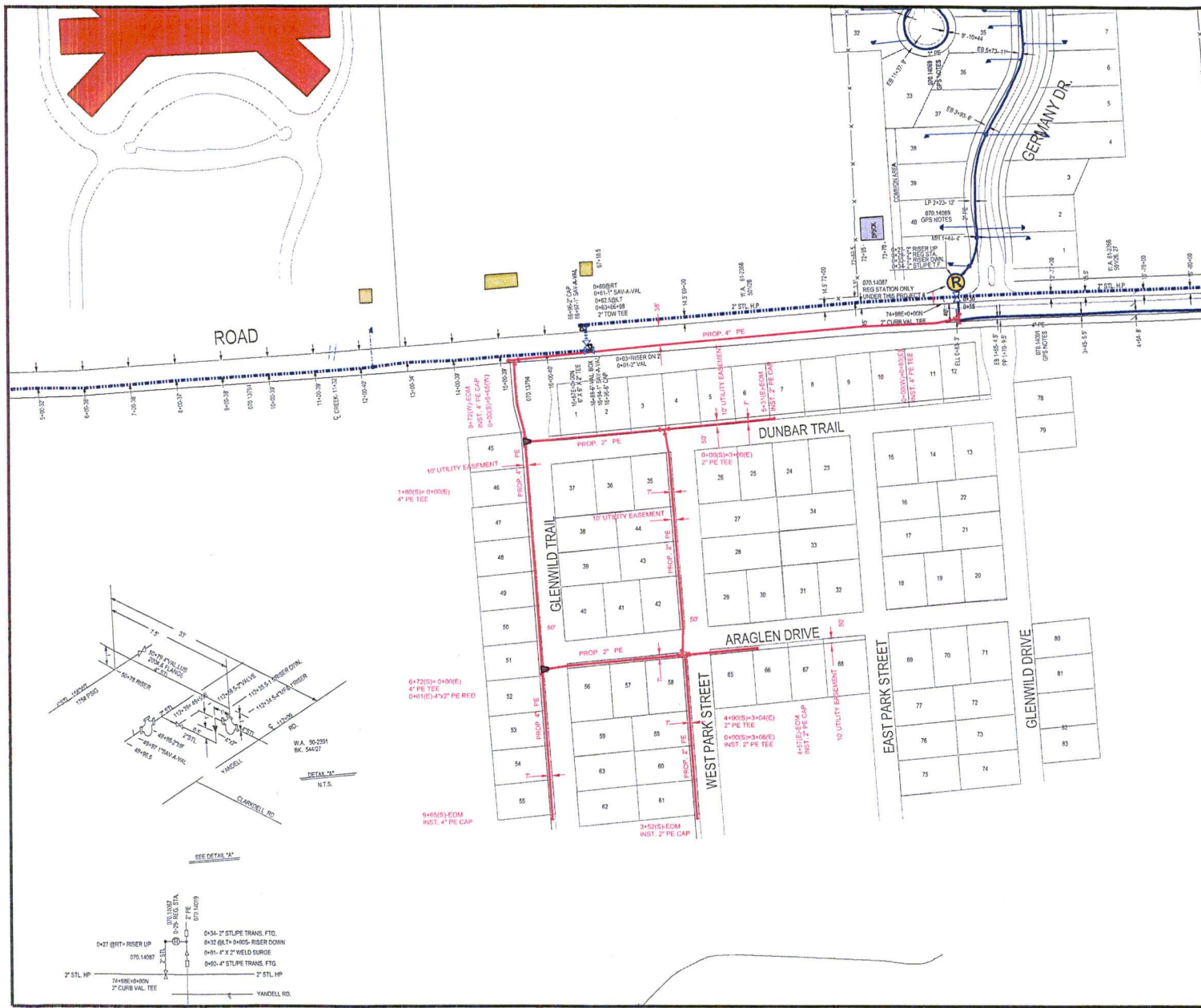
YANDELL RD



MANNHHEIM CVL



GERMANY DRIVE



Legend

- Gas Pipe [Gas_distribution]**
- Main.Existing High Pressure Route
 - Main.Existing Intermediate Pressure Route
 - Main.Proposed Intermediate Pressure Route
 - Service.Existing High Pressure Route
 - Service.Existing Intermediate Pressure Route
 - Service.EFV Location - Existing
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- Fittings and Valves [Gas_distribution]**
- Cap.Existing Location
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 - ⊕ Flow Control Device.Existing PC Fitting Location
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- Regulating Stations [Gas_distribution]**
- ⊕ Regulator Station.Existing Location - Regulator Station
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- ▶ Main And Service Dimension.Large Arrow - Proposed
 - Abc Def Main And Service Dimension.Large Proposed Anno
 - Main And Service Dimension.Large Proposed Route

ATMOS energy GAS CONSTRUCTION PRINT

PROJECT NO. _____

SHEET 1 OF 1

DATE 03/31/2015

PROJECT Washington, MANAGER Ken SCALE 200

PHONE _____ Map # _____

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PROJECT NAME Glenwild

CUSTOMER _____

ADDRESS _____

LOCATION YANDELL ROAD

UTILITY PERMIT STATUS		
<input checked="" type="checkbox"/> FIELD REVIEW	<u>C. Bayne</u> TIME <u>10:30am</u> DATE <u>9-10-15</u>	PRESENTED TO BOARD OF SUPERVISORS
<input checked="" type="checkbox"/> ELECTRONIC REVIEW	<u>K Little</u> DATE <u>8-28-15</u>	
COMMENTS _____		
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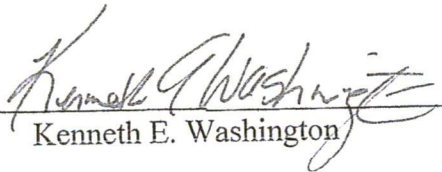
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the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

WITNESS the signature of the Applicant this the 28th day of August, 20 15.

By: 
Kenneth E. Washington

Title: Engineer I

AGREED TO AND APPROVED BY:

Mr. Tim Johnson
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

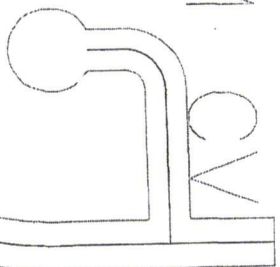
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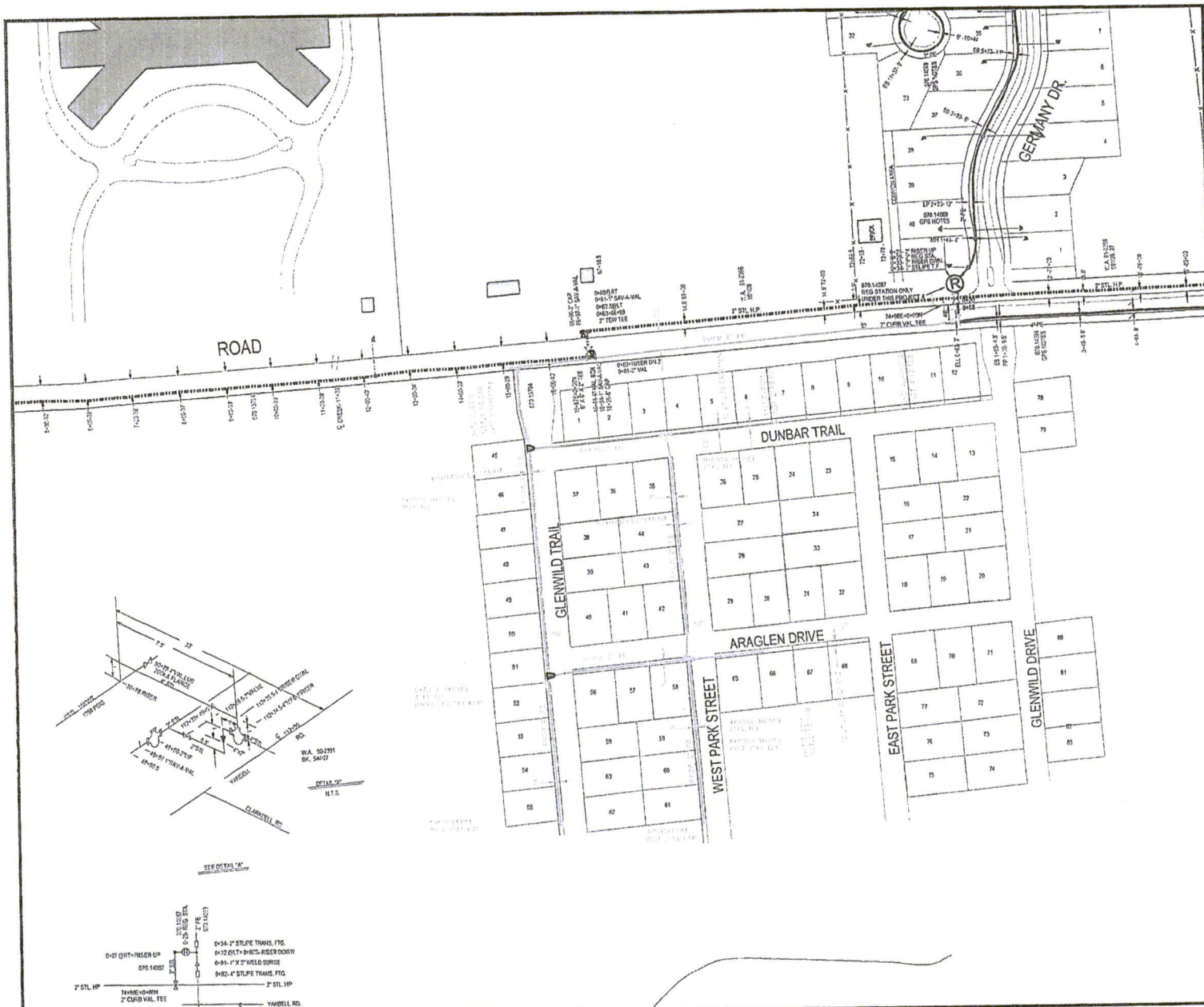


MANNNHEIM CV



GERMANY DRIVE





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GAS CONSTRUCTION PRINT



PROJECT NO. _____



SHEET 1 OF 1

PROJECT Washington,
MANAGER Ken

DATE 03/31/2015

SCALE 200

PHONE _____

Map # _____

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PROJECT NAME Glenwild
 CUSTOMER _____
 ADDRESS _____
 LOCATION YANDELL ROAD

