



**CITY OF HOLLY SPRINGS**  
**APPLICATION AND PERMIT FOR UTILITY FACILITY ENCROACHMENT**

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Application is hereby made to the City of Holly Springs by

\_\_\_\_\_  
(Utility Owner Name)

\_\_\_\_\_  
(Utility Owner Address)

For permission to construct, operate and maintain the following described utility facility within the public right-of-way of City Road \_\_\_\_\_ in Holly Springs, Georgia.

**Description of Project:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Location:** \_\_\_\_\_  
\_\_\_\_\_

The utility facilities covered hereby shall be installed in accordance with the plans attached hereto and made a part hereof. Applicant agrees to comply with and be bound by all general provisions and special provisions shown on the reverse hereof, or attached hereto, during the installation, operation and maintenance of said utility facilities within the public right-of-way.

Permit Requested This \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name) (Title)

Permission is granted for the above described utility facility encroachment in accordance with the plans and provisions hereof. This permit is to be strictly construed and no work other than that specifically described above is hereby authorized.

Permit is granted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ City of Holly Springs

By: \_\_\_\_\_  
(City Engineer)

**GENERAL PROVISIONS**

It is expressly stipulated that this permit is a license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in the holder.

Whenever necessary for the construction, repair, improvement, maintenance, safe and effective operation, alteration or relocation of all or any portion of any City street, as determined by the City of Holly Springs, any or all of said facilities and appurtenances authorized hereunder shall be immediately removed from the right-of-way, or reset or relocated thereon, as required by the City of Holly Springs, and at the sole expense of the permittee unless reimbursement is authorized by separate agreement. Should the permittee fail to remove or relocate its facilities, upon due notice from the City of Holly Springs, permittee shall be liable for any extraordinary costs or damages incurred by the City of Holly Springs as a result thereof.

Applicant agrees to indemnify and hold harmless the City of Holly Springs, and all officers, employees or agents of the City of Holly Springs, or any political subdivision thereof, against any and all claims, damages, demands, actions, causes of action, costs and expenses of whatsoever nature, which may result from any injury to, or the death of, any persons or from the loss of, or the damage to, property of any kind or nature, when such injury, death, loss or damage arises out of the construction, operation, maintenance, repair, removal or relocation of the facilities covered by this permit.

The City of Holly Springs, its engineers, officers or employees shall not be held responsible or liable for injury or damage that may occur to facilities covered by this permit, or to any connection or connections thereto, by reason of highway maintenance and construction activities or highway contractor or permittee operations. The City of Holly Springs' contractor shall not be held liable for any damage that may occur to utility facilities if the permittee has been notified of a construction conflict and given reasonable time to mark or relocate its facilities and has failed to do so.

If the City of Holly Springs undertakes to improve any City street it shall be the responsibility of the permittee to plan with the City of Holly Springs and its contractor a schedule which will clearly set forth at which stage of operations the permittee will be required to perform any adjustment to its facilities necessary to accommodate the roadway improvements.

During the initial installation or construction of facilities authorized by this permit, or during any future repair, removal or relocation thereof or any miscellaneous operations, the permittee shall, at all times, maintain flagmen, signs, lights, flares, barricades, and other safety devices in accordance with the Manual on Uniform Traffic Control Devices and as may be necessary to properly protect traffic upon the highway and to warn and safeguard the public against injury or damage.

It is the applicant's responsibility to verify the limits of the public right-of-way for location of the utility facilities authorized hereby.

No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is the City of Holly Springs responsible for any claim which may develop between the permittee and any property owner concerning use of the right-of-way. Permittee is responsible for maintaining reasonable access to private driveways during installation of its facilities and for restoration of driveways to the owner's satisfaction.

Approval of this permit does not constitute approval of design or construction details for the proposed facilities. Applicant is responsible for compliance with all applicable governmental codes and regulations.

Use of explosives within the roadbed or beneath the pavement is prohibited unless approved by separate permit.

Applicant shall be responsible for obtaining approvals for the proposed installation which may be required by City or State governments on roads or streets under their jurisdiction or by any other agency.

Permittee shall give the City of Holly Springs a minimum of 24 hours notice prior to beginning any work under this permit.

This permit shall be void unless work hereunder is begun within twelve (12) months of the date of its approval.

The provisions of this permit are regulatory and not contractual. No interest or right of an applicant granted by this permit may be transferred to another except by written consent of the City of Holly Springs.

This permit may be revoked at the pleasure of the City of Holly Springs upon thirty (30) days written notice to the permittee.

**Special Provisions**

The installation covered by this permit has been completed in accordance with the provisions of the permit and the plans attached hereto.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_