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FIELD REVIEW JP	THE 12:00	4.17.13	
ELECTRONIC REVIEW K	LITTLE	4-2-13	38
COMMENTS			
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2/25/2013

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 <u>OLD 51 RD</u> COUNTY ROAD PROJECT NAME OR
NUMBER _37G00752NCOUNTY OF MADISON, BEGINNING IN SECTION_19_,
TOWNSHIP _T-11-N, RANGE <u>R-4-E</u> , AND ENDING IN SECTION30, TOWNSHIP
T-11-N_, RANGE R-4-E_UTILITY NAME AT&T BY BLAKE ROUTON
TELEPHONE 662-620-6634 ADDRESS 2885 MCCULLOUGH BLVD, TUPELO, MS
38804
herein called APPLICANT, purposes to construct on OLD 51 RD a Utility Facility installed between station and station of Project Name/Number 37G00752N_ 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

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: BURY/BORE 4,333 FT ALONG OLD 51 RD ON ROWAND A 30 FT BORE UNDER OLD 51 RD AT THE INTERSECTION OF OLD 51 RD & A R RIMMER RD. AT&T IS PROPOSING TO REPLACE EXISTING COPPER CABLE IN THIS AREA DUE TO COMPLAINTS FROM COUNTY THAT EXISTING CABLE IS TOO SHALLOW.

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.

- (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.

Constitution.	
WITNESS the signature of the Applicant this t	he25TH day of <u>FEBURARY</u> , 20 13
	Sy: Bake Pouton (Applicant Signature) Title: Design Eng – Infotech
AGREED TO AND APPROVED BY:	
	Date:
Mr. Gerald Steen Madison County Board President	
ENTERED INTO THE MINUTES OF THE BOA	ARD OF SUPERVISORS OF MADISON COUNTY
MISSISSIPPI OF THIS DAY OF	, 20

Rudy M. Warnock, P.E. County Engineer

UTILIT	Y PERMIT	STATUS	
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COMMENTS		***	5 6 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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EACH ITY ALONG OR ACROSS NOTES

3/26/2013

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 NOLD CANTON COUNTY ROAD PROJECT NAME
OR NUMBER 37J90326N COUNTY OF MADISON, BEGINNING IN SECTION 2,
TOWNSHIP _7N, RANGE _2E, AND ENDING IN SECTION _2 ,
TOWNSHIP 7N, RANGE 2E UTILITY NAME AT&T BY JEREMY WATTS
TELEPHONE 601-859-3485 ADDRESS 370 CHURCH RD MADISON, MS 39110.
herein called APPLICANT, purposes to construct on NOLD CANTON 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.
Whomas the Legislature - CMC

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: <u>PLACE APPROX 4600</u>, OF FIBER CABLE ALONG N OLD CANTON RD TO HARTFORD SUBDIVISION FOR NEW PHASE.

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.

- (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 <u>26th</u> day of <u>MARCH</u> , 20 <u>13</u> .
	By: Mac Kill Karlon (Applicant Signature)
	Title: Mgr OPS Plng & Design SE/CA
AGREED TO AND APPROVED BY:	
W. I.I. B.IIO. I	Date:
Mr. John Bell Crosby Madison County Board President	
ENTERED INTO THE MINUTES OF THE	BOARD OF SUPERVISORS OF MADISON COUNTY,
MISSISSIPPI OF THIS DAY O	F, 20
_	

Rudy M. Warnock, P.E. County Engineer

UTILITY PERMIT STATUS		5 37 36
EFIELD REVIEW S.P. THE Y.O.S. BATE 4-19-13 DELECTRONIC REVIEW K. LITTLE MAR 4-12-13 COMMENTS	ED TO BOARD	YANDELL ROAD
DAPPROVED DENIED	PRESENT OF BUR	

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 ACROSSMADISON COUNTY ROAD_	COUNTY		
ROAD PROJECT NAME OR NUMBER	COUNTY OF		
MADISON, BEGINNING IN SECTION 33 TOWNSHIP &N	RANGE 122E		
AND ENDING IN SECTION 23 TOWNSHIP &	RANGE LZE		
UTILITY NAME TELEPAK NETURIKS BY ST	EVE CASE		
TELEPHONE _662-590-3120_ ADDRESS _1018 HIGHLAND COLO			
RIDGELAND, MS 39157			
herein called APPLICANT, purposes to construct on FIRE OPTIC (Name of Ro Utility Facility installed between station and station	oad)		
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:

BORE FIRER OPTIC CABLE ALENCY COUNTY ROW OF YANDELL PLOAD. MIN 48" DEPTH

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.

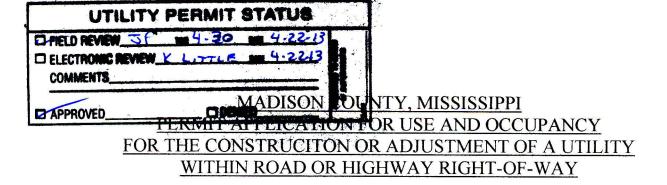
The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

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.

- (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 12 day of Apple,
20 <u>/3</u> .
By: Suit (A — (Applicant Signature)
Title: CONFRACTS & REEMITS
AGREED TO AND APPROVED BY:
Date:
Mr. John Bell Crosby Madison County Board President
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



FACILITY ALONG OR ACROSS <u>STUMP BRIDGE ROAD</u> COUNTY

ROAD PROJECT NAME OR NUMBER <u>NA</u> COUNTY OF MADISON,

BEGINNING IN SECTION <u>13</u>, TOWNSHIP <u>10N</u>, RANGE <u>3E</u>, AND

ENDING IN SECTION <u>13</u>, TOWNSHIP <u>10N</u>, RANGE <u>3E</u>,

CONTRACTOR NAME <u>RICHARD WOMACK CONSTRUCTION, LLC</u> BY

<u>RICHARD WOMACK, OWNER</u> TELEPHONE <u>601-849-5675</u> ADDRESS

P O BOX 541 MAGEE, MS 39111

herein called APPLICANT, purposes to construct on Stump Bridge Rd a Utility

Facility installed between station NA and station NA of Project Name /

Number NA 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 General Contractor. 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:

Bore under Stump Bridge Road in order to carry a 6" water line from the existing water main to the new Valley View Fire Station.

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 General Contractor'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.

- (1) To cooperate with the General Contractor in every way to avoid conflicts in the location, construction, and maintenance of the County Highway and General Contractor.
- (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 $20 \frac{13}{2}$.	the <u>11</u> day of <u>APRIL</u>
	By: RICHARD WOMACK
	(Applicant Signature)
	Title: CONTRACTOR / VALLEY U.
AGREED TO AND APPROVED BY:	
	Date:
Mr. John Bell Crosby Madison County Board President MR. GERALD STEEN	
ENTERED INTO THE MINUTES OF THE MADISON COUNTY, MISSISSIPPI OF, 20	
Rudy M. Warnock, P.E.	
County Engineer	

