

Willie Simmons
Central District Commissioner

Neil Patterson
District 5 Engineer

P. O. Box 90
Newton, MS 39345-0090
Telephone (601) 683-3341
FAX (601) 683-7030



Brad White
Executive Director

Brian D. Ratliff
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

December 22, 2022

Mr. Paul Griffen
President, Madison County Board of Supervisors
125 West North Street
Canton, Mississippi 39046

RE: Right of Way Use Agreement
Reunion Bridge over I-55
Madison County Board of Supervisors
Madison County

Dear Mr. Griffen:

Attached you will find two (2) original Right of Way Use Agreements between the Mississippi Transportation Commission and the Madison County Board of Supervisors to construct, operate and maintain the bridge that will span I-55 and connect roads on the East and West side of I-55.

If this Agreement meets with your approval, please execute two (2) originals and return them, along with two (2) certified copies of the Board Order to this office for further processing. We will furnish you an original executed Agreement following execution by the Mississippi Transportation Commission.

If you have any questions, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink that reads 'Neil Patterson'. The signature is written in a cursive style with a long horizontal flourish at the end.

NEIL PATTERSON, P.E.
DISTRICT ENGINEER
NP:vv

pc: Mr. Heath Patterson
Mr. Lee Frederick
Mr. Bradley Williams
Mr. Dan Smith
Ms. Lisa Horton

RIGHT OF WAY USE AGREEMENT

This Agreement is entered into by and between the Mississippi Transportation Commission (“Commission”), a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and Madison County, acting by and through its duly elected Board of Supervisors, (“Licensee”), effective as of the date of latest execution shown below.

WHEREAS, the Licensee owns right of way for, and intends to construct a project known as Reunion Parkway that will span Interstate 55 (“State Highway”) within Madison County; and

WHEREAS, the Licensee wishes to construct, operate, and maintain the bridge that will span Interstate 55 and connect roads on the East and West sides of Interstate 55; and

WHEREAS, the Licensee desires to construct the roadway and bridge in accordance with and pursuant to plans and specifications developed by the County and incorporated herein by reference; and

WHEREAS, the Licensee has obtained or will obtain all necessary permits from MDOT, copies of which are attached hereto as Exhibit “A”, and is willing and possesses the resources to bear all the costs of constructing the roadway and maintaining the bridge at no cost to the Commission; and

WHEREAS, the execution of this license agreement has been duly authorized on behalf of the Licensee and the Commission as set forth in the Commission Minutes, authorizing the Executive Director of MDOT to execute this Agreement on behalf of the Commission to grant necessary license to the Licensee.

NOW, THEREFORE, for and in consideration of the benefits to public safety, the mutual covenants contained herein, the Commission and the Licensee hereby covenant and agree as follows:

1. Grant. Subject to the terms and conditions contained herein, the Commission hereby authorizes the Licensee to use and occupy the land and airspace described in Exhibit “A”, as a revocable license.
2. Term. This License agreement shall remain in force for an initial term of ten (10) years from the execution of this Agreement and shall be extended at the end of this initial term and every renewal term for successive ten (10) year terms without further action of the parties; provided the Commission does not elect to terminate this license by delivering written notice to the Licensee of the Commission’s election not to extend at least six (6) months prior to the end of a term. Notwithstanding anything in this paragraph, this Agreement shall terminate fifty (50) years from its execution.

Notwithstanding any provision herein to the contrary, the Commission may at any time, upon prior written notice, revoke the license granted herein and require the removal or relocation of the bridge by the Licensee if the Commission deems it reasonably necessary. All expenses of said removal or relocation are to be borne exclusively by the Licensee, and the Commission shall in no way be liable.

3. Use. The License agreement and the permit will be used exclusively for constructing, operating, maintaining, and repairing the bridge that will span Interstate 55 by Reunion Parkway.
4. Responsibility for Developing. The Licensee will bear the sole responsibility for developing plans, constructing, operating, maintaining, repairing, replacing, and removing the bridge and shall do so at its sole cost.
5. License for Construction. The Commission also grants to the Licensee a license to enter upon and use the area and airspace described herein, to the extent necessary to install, construct, repair and maintain the bridge. This license shall exist from the effective date of this Agreement and subsequent to the approval of the required permits and shall be nonexclusive. The Licensee agrees to give the Commission not less than five (5) day notice prior to its use of these licenses and to cooperate with the Commission to minimize disruption of traffic on the State Highway during the installation and construction of the bridge. The Licensee agrees to repair any damage to the property subject to this license caused by the installation and construction of the bridge and to restore such property to a condition not worse than the condition in which it existed immediately prior to the installation and construction of the bridge. The construction shall reasonably conform to the plans and specifications attached to the permit.
6. Compliance with Law. The Licensee shall not use the bridge or permit anything to be done in or about the bridge which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the bridge. The judgment of any court of competent jurisdiction or the admission of the Licensee in any action against the Licensee, whether the Commission be a party thereto or not, that the Licensee has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Commission and the Licensee. The Licensee shall not allow the bridge to be used for any unlawful purpose, nor shall the Licensee cause, maintain or permit any nuisance in, or about the bridge.
7. Petroleum Products. The Licensee shall not install facilities for, nor operate on or within the bridge, a gasoline or petroleum supply station. The Licensee shall not permit on or within the bridge any vehicles used or designed for the transportation or

storage of gasoline or petroleum products. The Licensee shall also not permit on or within the bridge any bulk storage of gasoline or petroleum products.

8. Explosives and Flammable Materials. The bridge shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives or other materials or other purposes deemed by the Commission to be a potential fire or other hazard to the structure. The operation and maintenance of the bridge shall be subject to regulations of the Commission so as to protect against fire or other hazard impairing the use, safety, and appearance of the structure. The occupancy and use of the bridge shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors, or odors to rise above the surface of the traveled way of the structure.
9. Hazardous Materials. The Licensee shall at all times and in all respects comply with all federal, state, and local laws, ordinance, and regulations relating to hazardous materials. Except as otherwise permitted by law, the Licensee shall not use, create, store, or allow any hazardous materials on, within or about the bridge. In no case shall the Licensee cause or allow the deposit or disposal of any hazardous materials on, within or about the bridge. It is the intent of the parties hereto that the Licensee shall be responsible for and bear the entire cost of removal and disposal of hazardous materials introduced to the bridge by the Licensee during the term of this Agreement. The Licensee shall further hold the Commission, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on, within or about the bridge by the Licensee during the term of this Agreement.
10. Signs. No signs shall be attached to the bridge except for signs required by the Manual on Uniform Traffic Control Devices. The Licensee shall not place, construct, or maintain upon the bridge any advertising media, which include but is not limited to, media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual, digital, or audio media. The term "sign" means, but is not limited to, any card, cloth, paper, metal, painted, wooden or digital sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer, or thing, that is visible from the State Highway. The Commission may remove any sign, banner, flag, or advertising media existing on the bridge without notice.
11. Changes in Use. The use and purpose set out in this License agreement shall be the exclusive use to which said license may apply. Any change in the authorized use of the bridge shall require prior written approval by the Commission.
12. Assignment. Subject to the terms and provisions herein, this License agreement and the license granted herein shall not be transferred, assigned, or conveyed to another party without prior written approval by the Commission.

13. Abandonment. This Agreement will be revocable by the Commission in the event that the licensed area and the bridge ceases to be used or is abandoned for a period of time in excess of one hundred eighty (180) continuous days, except where such cessation of use or abandonment is caused by acts of God, war, terrorism, civil unrest, or riot, in which event the Licensee or its successor in interest (herein collectively referred to as "Licensee") is hereby granted an additional period of one (1) year to reuse or occupy the land from the date such revocation would have otherwise taken effect. Prior to exercising its right to revoke, the Commission shall give the Licensee written notice of a perceived abandonment, and if the Licensee fails to commence using the land use again within sixty (60) days after receipt of such notice, then and only then will the Commission have the right to revoke this Agreement pursuant to this paragraph. The Licensee shall not be considered to have ceased to use or abandoned the licensed area if the bridge is being constructed, repaired, renovated, or removed. The Commission shall have no liability to the Licensee for revoking this Agreement pursuant to the terms of this paragraph.
14. Noncompliance. The Commission may revoke this Agreement if the Licensee violates a material term of this Agreement and such violation is not corrected within thirty (30) days from the date of the Licensee receipt of written notice of such violation, or such longer time as is reasonable after written notice of such violation has been delivered by the Commission to the Licensee. Further, in the event that this License agreement is revoked, and the Commission deems it necessary to request the removal of the bridge, the removal shall be accomplished by the Licensee in a manner prescribed by the Commission and at no cost to the Commission. The Commission shall have no liability to the Licensee for revoking this Agreement pursuant to the terms of this paragraph.
15. Indemnity. The Licensee agrees to indemnify, defend, and hold harmless Commission against any loss, claim, expenses, or liability, including reasonable attorney fees, due to negligence (or allegations of negligence) of the Licensee or its agents, contractors or assigns and resulting from or arising out of the design, construction, operation, maintenance, repair, removal, or replacement of the bridge. Provided, however, that the Licensee shall have no obligation to indemnify or hold harmless the Commission against any loss resulting from or arising out of the negligent acts or omissions of the Commission or its agents or employees or of any third party.
16. Insurance and Bonds. The Licensee shall require its contractors or consultants, at its their cost and expense procure and keep in force, during the term of this Agreement, bodily injury liability and property damage liability insurance adequate to protect the Commission, its officers, agents, and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the operation or condition of the bridge. Said policies shall obligate the insurance carriers to notify the Commission, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. The Commission shall retain the right at any time to review the

coverage, form, and amount of the insurance required hereby. The Licensee shall require its contractors. The Licensee shall require performance and payment bonds to ensure the successful completion of the construction contract to construct and build the bridge.

17. Access. Authorized representatives of the Commission shall be entitled to inspect the bridge at reasonable times to determine whether the Licensee is fulfilling its obligations under this Agreement and applicable law. Authorized representatives of the Commission shall also be entitled to enter the bridge in connection with inspection, maintenance, or reconstruction of the State Highway when necessary. However, nothing in this Agreement shall be construed as giving the Commission the right to use the bridge or the licensed area for any purpose other than entry as provided herein unless the Licensee gives its prior written permission. The Commission agrees to repair any damages to the bridge caused by its authorized representatives.
18. Maintenance. The Licensee shall maintain the bridge in good condition, both as to safety and appearance. Such maintenance shall be accomplished in a manner so as to cause no unreasonable interference with the use of the State Highway. If at any time the maintenance is anticipated to affect the safe use of the roadway, the Licensee shall notify the District Engineer for MDOT in the manner set forth for notice in Paragraph 24 below. Said notice shall be given not less than seven (7) days prior to the anticipated maintenance. In the event the Licensee fails in this maintenance obligation, the Commission may enter the bridge to perform such maintenance work, including removal or closing of the bridge should it become hazardous to the motoring public after reasonable time written notice to the Licensee, with the cost of such maintenance to be borne by the Licensee.
19. Civil Rights Assurances. As part of the consideration for this Agreement, the Licensee covenants and agrees that except where authorized by federal law (1) no persons, on the grounds of race, color, or national origin, shall be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of the bridge; (2) that in connection with the construction of the bridge and the furnishing of services thereto, no discrimination shall be practiced by the Licensee in the selection of employees and contractors, by contractors in the selection and retention of subcontractors or suppliers ; (3) that such discrimination shall not be practiced against the public in their access to and use of the bridge (but nothing herein shall be construed as granting the public access to the bridge); and (4) that the Licensee will build the bridge in compliance with all other applicable requirements imposed pursuant to Title 15, Code of Federal Regulations, Part 8, and as said Regulations may be amended. In the event of a breach of any of the above nondiscrimination covenants, the Commission may terminate this Agreement; provided, however, that the Commission shall give the Licensee written notice of any perceived breach of these covenants, and if the Licensee fails to cure or defend against such perceived breach within sixty (60) days after receipt of the written

notice, then and only then will the Commission have the right to terminate this Agreement pursuant to this paragraph.

20. Rent. No rent or any payment in any form will be due by the Licensee to the Commission for the granting or continued existence of the area used for the bridge, whether for the initial term or any renewal term. the benefits to be derived by the Commission from the existence of the bridge in the terms and conditions herein being sufficient and satisfactory consideration to the Commission.
21. Ownership and Exclusivity. The improvements constructed shall be and at all times remain the exclusive property of the Licensee subject to the inspection rights provided in Paragraph 17 herein, the civil rights assurance in Paragraph 19, and applicable law. The Licensee or its successor in interest shall have sole and exclusive authority to regulate access to the bridge and may restrict access if the Licensee, in its discretion, determines that restriction of access is necessary or convenient to the safety or comfort of the Licensee's patrons, visitors, employees, or staff.
22. Widening of State Highway. If the Commission decides to widen or expand the portion of the State Highway that impacts the bridge so that it must be modified or removed to accommodate such widening, then the Licensee, at its sole expense, will modify the bridge as directed.
23. Notices. It is understood by both parties hereto that the Commission executes all its orders and directives through the Executive Director of the MDOT; and

Unless otherwise notified in writing to the contrary, the appropriate contact person for the State of Mississippi for the matters pertaining to this Agreement shall be:

For Contractual Matters:
Mississippi Transportation Commission:
Brad White, Executive Director
Mississippi Department of Transportation
401 North West Street
Post Office Box 1850
Jackson, MS 39215-1850
Telephone 601-359-7002 Facsimile 601-359-7050

For Technical Matters:
Mississippi Transportation Commission:
Neil Patterson, District 5 Engineer
P. O. Box 90
Newton, MS 39345-0090
Telephone 601-683-1773 Facsimile 601-683-7030

Unless otherwise notified in writing to the contrary, the appropriate contact person for the Licensee shall be:

Madison County, Mississippi
Board of Supervisors
125 West North Street
Canton, MS 39046
Telephone: (601) 855-5500

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

24. Permit. The Licensee's authority to build, maintain, reconstruct, or remove the bridge is subject to the Licensee obtaining appropriate approvals and the permits from the Commission which will become a part of this Agreement.
25. Additional Agreement. The Parties hereto agree to execute any additional and further documents necessary to accomplish the expressed purposes of this Agreement.
26. Effective Date. This Agreement shall be effective upon the last date of the signature of either party hereto.
27. Severability. This Agreement is intended to be in accordance with all relevant and applicable laws. If any provision hereof shall for any reason be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute but one instrument.
29. Headings. All paragraph headings in this Agreement are inserted for convenience of reference only and shall in no way alter, modify, or define the text of the Agreement.

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20__.

MADISON COUNTY, MISSISSIPPI

By: _____
(Name and Title)

ATTESTED
BY:

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20__.

**MISSISSIPPI TRANSPORTATION
COMMISSION, by and through the duly
authorized Executive Director of the Mississippi
Department of Transportation**

By: _____
Brad White, Executive Director
Mississippi Department of Transportation

An agreement with Madison County, MS to grant necessary license to build a bridge over Interstate 55 and to establish the respective responsibilities of the parties, filed at Book _____, Page _____ of the Minutes of the Mississippi Transportation Commission.