UTILITY PERMIT STATUS FIELD REVIEW 50 me 12-9-73		
COMMENTS COMMENTS	TED TO BOME PERVISORS	
☐ APPROVED ☐ DENIED	\$\$\f\20	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 POILUCK, OLD HWY 16 AND HOGUE COUNTY
ROAD PROJECT NAME OR NUMBER 47J90346N_COUNTY OF MADISON, BEGINNING
IN SECTION 2 , TOWNSHIP 9N , RANGE 4E , AND ENDING IN
SECTION <u>35</u> , TOWNSHIP <u>10N</u> , RANGE <u>4E</u> UTILITY NAME <u>AT&T</u> BY _
JEREMY WATTS TELEPHONE 601-859-3485 ADDRESS 370 CHURCH RD
MADISON, MS 39110.
herein called APPLICANT, purposes to construct on POTLUCK, OLD HWY 16 AND
HOGUE 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.
<u> </u>

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: PLACE APPROX. 3200' OF FIBER CABLE ALONG HOGUE RD, 1500' ALONG OLD HWY 16 AND 100' ALONG POTLUCK RD.

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>20TH</u> day of <u>NOVEMBER</u>, 20 <u>13</u>.

By: Much / State (Applicant Signature)

Title: Mgr OSP Plng & Design AT&T SE

AGREED TO AND APPROVED BY:	
Mr. Gerald Steen Madison County Board President	Date:
ENTERED INTO THE MINUTES OF THE 1	BOARD OF SUPERVISORS OF MADISON COUNTY,
MISSISSIPPI OF THIS DAY OF	F, 20

Rudy M. Warnock, P.E. County Engineer

UTILITY PERMIT STATUS

| FIELD REVIEW 50 | THE 2:00 | MRE 12:10-73 | PROBLEM | PROBLEM

WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

01/09/04

FACILITY ACROSS STRIBLING ROAD, COUNTY OF MADISON, BEGINNING IN SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 EAST, AND ENDING IN SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 EAST. UTILITY NAME, CENTERPOINT ENERGY, BY MICHEAL JEFFERSON, TELEPHONE (601) 709-2559, ADDRESS: 104 CROSS PARK DRIVE, PEARL, MS 39208, herein called APPLICANT, purposes to directional bore 2" plastic natural gas service line across STRIBLING ROAD. If located, proposed gas line will be installed 900' west of the centerline Deweese Road as shown on drawing 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.

YEAR OLD STREET, STREE

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:

BEGIN AT THE PROPOSED TIE-IN POINT OF AN EXISTING 6" PLASTIC GAS MAIN AND A PROPOSED 2" PLASTIC GAS SERVICE LINE LOCATED 900' WEST OF DEWEESE ROAD TO SERVE NEW CUSTOMER AT 492 STRIBLING ROAD. THIS PROPOSED INSTALLATION WILL BE LOCATED IN SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 EAST, MADISION COUNTY, MISSISSIPPI AND AS SHOWN ON ATTACHED CONSTRUCTION DRAWING \$492\$TRBLNGRD13.

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 6th day of DECEMBER, 2013.

(Applicant Signature)

Title: CAD TECH 111

Mr. Gerald Steen	Date:	
Madison County Board President		
2 out a 1 ostaone		
NTERED INTO THE MINUTES OF THE	BOARD OF SUPERVIS	ORS OF MADISON
NTERED INTO THE MINUTES OF THE OUNTY, MISSISSIPPI OF THIS		

Rudy M. Warnock, P.E. County Engineer

UTILITY	PERMIT	STATUS	
EFIELD REVIEW 3P	TIME 3:00	DATE 12-10-13	GENTAL PROTEC
TELECTRONIC REVIEW_	K. LITTLE	DATE 11-22-13	Se S
COMMENTS			PERONS SWW S
☐ ÁPPROVED	□ DEN	IIED	PRESENT OF SU

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 CANTON PROJECT COUNTY OF
MADISON, BEGINNING IN SECTION 36 TOWNSHIP EN RANGE ZE
AND ENDING IN SECTION 20 TOWNSHIP 9N RANGE 3E
UTILITY NAME d/b/A C SPIRE FIBER BY STEVE CASE
TELEPHONE _662-590-3120_ ADDRESS _1018 HIGHLAND COLONY PKWY #400,
RIDGELAND, MS 39157
herein called APPLICANT, purposes to construct on CANTON PRWY a FIBER OPTIC
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.
YYII

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:

PADRE FIRER OPTIC CABLE IN BACK 5FT OF COUNTY TROW ALONG N. OLD CANTON TO FOR APPROX 6,1 MI, MIN DEPTH 46".

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.

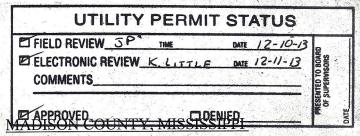
The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

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 21 day of November
20/3.	er 2.2
,	
*	
	By: Sucy Ca — (Applicant Signature)
	Title: CONTRACTS & PERMITS
AGREED TO AND APPROVED BY:	
Mr. John Bell Crosby	Date:
Madison County Board President	
ENTERED INTO THE MINUTES OF THE BO	OARD OF SUPERVISORS OF MADISON
COUNTY, MISSISSIPPI OF THIS	DAY OF, 20
• •	: 1

Rudy M. Warnock, P.E. County Engineer



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

FACILITY ALONG OR ACR	.OSS	MAD	ISON		COUNTY
ROAD PROJECT NAME OR	NUMBER	YANDEI	L ROAD	e	COUNTY OF
MADISON, BEGINNING IN	SECTION 23	, TOV	VNSHIP	8-N	, RANGE
2-E , AND ENDING IN	SECTION <u>26</u>	, TOV	VNSHIP	8-N	, RANGE
<u>2-E</u> . UTILITY NAME	Sewer	BY _	Bear Creek \	Water Ass	ociation, Inc.
PHONE <u>601-856-5969</u>	ADDRESS P.O	O. Box 107	Canton, MS	39046	•
herein called APPLICANT, p	urposes to constru	ict on	Yano (Nam	dell Road e of Road)	a
Utility Facility installed between	en station	Clark			
Germany Drive	of Project Name	/ Number _	Yandell Ro	oad	_and
within road or highway right-of-way, and hereby makes application to the County for a					
construction permit. Attached hereto are drawings or plans for the construction, which					
will not be changed or altered	without approval	of the Roa	d Manager, or	r 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.

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

On behalf of Bear Creek Water Association, Inc., we are submitting this permit application to allow the association to on-grade bore a 12" steel casing under Yandell Road to accommodate an 8" gravity sewer main.

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>9th</u> day of <u>December</u> , 201
	By: ## (Applicant Signature) Title: General Manager

AGREED TO AND APPROVED BY:		
	Date:	
Madison County Board President		
ENTERED INTO THE MINUTES OF TH	IE BOARD OF SUPERVIS	SORS OF MADISON
COUNTY, MISSISSIPPI OF THIS	DAY OF	, 20
(IMI)		
Rudy M. Warnock, P.E.		
County Engineer		