

UTILITY PERMIT STATUS	
<input checked="" type="checkbox"/> FIELD REVIEW	TIME <u>1:00 PM</u> DATE <u>10-27-04</u>
<input type="checkbox"/> ELECTRONIC REVIEW	DATE _____
COMMENTS _____	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
MADISON 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 ACROSS GLUCKSTADT ROAD, COUNTY OF MADISON, BEGINNING IN SECTION 29, TOWNSHIP 8 NORTH, RANGE 2 EAST, AND ENDING IN SECTION 29, TOWNSHIP 8 NORTH, RANGE 2 EAST. UTILITY NAME, CENTERPOINT ENERGY, BY MICHEAL JEFFERSON, TELEPHONE (601) 709-2559, ADDRESS: 300 Executive Blvd, Byram, MS 39272, herein called APPLICANT, purposes to construct on GLUCKSTADT ROAD a 2" PLASTIC CROSSING NATURAL GAS Utility Facility installed between Catlett Road and Lexington Drive, 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:

BEGIN AT THE PROPOSED TIE-IN POINT OF AN EXISTING 6" PLASTIC GAS MAIN AND A PROPOSED 2" PLASTIC GAS SERVICE CROSSING GLUCKSTADT ROAD 178 FEET WEST OF THE CENTERLINE OF LEXINGTON DRIVE. PROPOSED 2" PLASTIC GAS SERVICE WILL BE DIRECTIONAL BORED TO SERVE NEW CUSTOMER @ 1054 GLUCKSTADT ROAD. THIS PROPOSED INSTALLATION WILL BE ENTIRELY LOCATED IN SECTION 29, TOWNSHIP 8 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI AND AS SHOWN ON ATTACHED CONSTRUCTION DRAWING 1054GLKSDTRD14.

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 24th day of OCTOBER, 2014.

By: Michael J. Jeff
(Applicant Signature)

Title: SENIOR CAD TECH

AGREED TO AND APPROVED BY:

Mr. Gerald Steen
Madison County Board President

Date: _____

ENTERED INTO THE MINUTES OF THE BOARD OF SUPERVISORS OF MADISON
COUNTY, MISSISSIPPI OF THIS _____ DAY OF _____, 2014.

Rudy M. Warnock, P.E.
County Engineer

UTILITY PERMIT STATUS	
<input checked="" type="checkbox"/> FIELD REVIEW	DATE <u>10-21-14</u>
<input type="checkbox"/> ELECTRONIC REVIEW	DATE _____
COMMENTS _____	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED

PRESENTED TO BOARD OF SUPERVISORS
DATE _____

10.21.14

**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 MADISON COUNTY ROAD COUNTY

ROAD PROJECT NAME OR NUMBER TWIN HARBOR WT COUNTY OF

MADISON, BEGINNING IN SECTION _____ TOWNSHIP _____ RANGE _____

AND ENDING IN SECTION _____ TOWNSHIP _____ RANGE _____

UTILITY NAME CSPIRE BY STEVE CASK

TELEPHONE 662-590-3120 ADDRESS 1018 HIGHLAND COLONY PKWY #400,
 RIDGELAND, MS 39157

herein called APPLICANT, purposes to construct on SPONGE ROAD a FIBER OPTIC
 (Name of Road)
 Utility Facility installed between station _____ and station _____

_____ of Project Name / Number TWIN HARBOR WT 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:

*BURIED FIBER OPTIC CABLE IN BACK 5FT OF COUNTY ROW
ALONG STRONG ROAD, MIN DEPTH 48"*

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 21 day of OCTOBER,
2014.

By: Steve Case - STEVE CASE
(Applicant Signature)

Title: CONTRACTS & PERMITS

AGREED TO AND APPROVED BY:

Mr. John Bell Crosby
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

UTILITY PERMIT STATUS	
<input checked="" type="checkbox"/> FIELD REVIEW	DATE <u>9-19-14</u>
<input type="checkbox"/> ELECTRONIC REVIEW	DATE _____
COMMENTS _____	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED

9/10/2014

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 INDUSTRIAL DR S COUNTY ROAD PROJECT
NAME OR NUMBER 47J90703N COUNTY OF MADISON, BEGINNING IN
SECTION 28, TOWNSHIP 8N, RANGE 2E, AND ENDING IN
SECTION 28, TOWNSHIP 8N, 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 INDUSTRIAL DR S 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.

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.. 74' of conduit/fiber cable for cell site on CMC water tower.

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 10th day of September, 20 14.

By: *Mich. J. White*
(Applicant Signature)

Title: Mgr OSP Plng & Design AT&T SE

AGREED TO AND APPROVED BY:

Mr. Karl M. 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

DATE	PRESENTED TO BOARD OF SUPERVISORS	APPROVED
		COMMENTS
		<input checked="" type="checkbox"/> FIELD REVIEW
		<input checked="" type="checkbox"/> ELECTRONIC REVIEW

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 Madison COUNTY

ROAD PROJECT NAME OR NUMBER Gluckstadt Road COUNTY OF

MADISON, BEGINNING IN SECTION 29, TOWNSHIP 8-N, RANGE

2-E, AND ENDING IN SECTION 29, TOWNSHIP 8-N, RANGE

2-E. UTILITY NAME Water BY Bear Creek Water Association, Inc.

PHONE 601-856-5969 ADDRESS P.O. Box 107 Canton, MS 39046

herein called APPLICANT, purposes to construct on Gluckstadt Road a
(Name of Road)

Utility Facility installed between station Distribution Drive and station
Bozeman Road of Project Name / Number Gluckstadt Road 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 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.

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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:

We are submitting this permit application to allow the association to install an 2" PVC service force main in 4" steel casing across Gluckstadt Road 1,336 feet West of the intersection of Distribution Drive and Gluckstadt Road.

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.

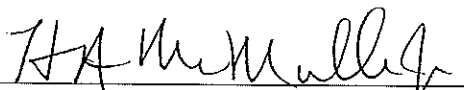
The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

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:

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- (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 9th day of October, 2014.

By: 
(Applicant Signature)

Title: General Manager

AGREED TO AND APPROVED BY:

_____ Date: _____

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

DATE	PRESENTED TO BOARD OF SUPERVISORS	APPROVED
		COMMENTS
		<input checked="" type="checkbox"/> ELECTRONIC REVIEW
		<input checked="" type="checkbox"/> FIELD REVIEW

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 Madison COUNTY

ROAD PROJECT NAME OR NUMBER Gluckstadt Road COUNTY OF

MADISON, BEGINNING IN SECTION 29, TOWNSHIP 8-N, RANGE

2-E, AND ENDING IN SECTION 29, TOWNSHIP 8-N, RANGE

2-E. UTILITY NAME Water BY Bear Creek Water Association, Inc.

PHONE 601-856-5969 ADDRESS P.O. Box 107 Canton, MS 39046.

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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.

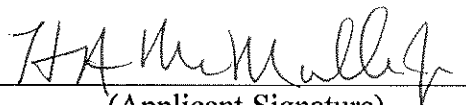
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- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107-18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 1989 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 9th day of October, 2014.

By: 
(Applicant Signature)

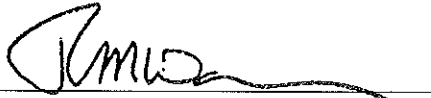
Title: General Manager

AGREED TO AND APPROVED BY:

_____ Date: _____

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

<input checked="" type="checkbox"/> FIELD REVIEW <u>1030AM</u> DATE <u>10-15-14</u>	PRESENTED TO BOARD OF SUPERVISORS DATE
<input type="checkbox"/> ELECTRONIC REVIEW _____ DATE _____	
COMMENTS _____	
<input type="checkbox"/> APPROVED _____	<input type="checkbox"/> DENIED _____

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 Madison COUNTY

ROAD PROJECT NAME OR NUMBER McMillon Road COUNTY OF

MADISON, BEGINNING IN SECTION 15, TOWNSHIP 8-N, RANGE

1-E, AND ENDING IN SECTION 15, TOWNSHIP 8-N, RANGE

1-E. UTILITY NAME Water BY Bear Creek Water Association, Inc.

PHONE 601-856-5969 ADDRESS P.O. Box 107 Canton, MS 39046

herein called APPLICANT, purposes to construct on McMillon Road a
(Name of Road)

Utility Facility installed between station Stribling Road and station
MS Highway 22 of Project Name / Number McMillon Road 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 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:

We are submitting this permit application to allow the association to install an 12" PVC water main in 18" steel casing across McMillon Road 38 feet North of the intersection of McMillon and Stribling Roads.

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 8th day of October, 2014.

By: 
(Applicant Signature)

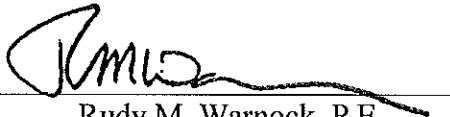
Title: General Manager

AGREED TO AND APPROVED BY:

_____ Date: _____

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

UTILITY PERMIT STATUS	
<input checked="" type="checkbox"/> FIELD REVIEW	<u>Camp Bratton / PM</u> DATE <u>10-20-14</u>
<input type="checkbox"/> ELECTRONIC REVIEW	DATE _____
COMMENTS _____	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED

PRESENTED TO BOARD
OF SUPERVISORS
DATE _____

01/09/04

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 Way Road COUNTY ROAD

PROJECT NAME OR NUMBER Duncan M. Gray Center/Domestic Wastewater Pump Station and Force Main/Camp Bratton Green

COUNTY OF MADISON,

BEGINNING IN SECTION 32, TOWNSHIP 11N, RANGE 3E,
 AND ENDING IN SECTION 5, TOWNSHIP 10N, RANGE 3E.

UTILITY NAME Domestic Wastewater Pump Station and Force Main

BY Duncan M. Gray Center/Episcopal Diocese of Mississippi

TELEPHONE (601) 859-1556 ADDRESS 1530 Way Road, Canton, MS 39046,

herein called APPLICANT, purposes to construct on Way Road a
 (Name of Road)
 Utility Facility installed between station 19+14 and station
19+94 of Project Name / Number Duncan M. Gray Center/Domestic Wastewater Pump Station and Force Main/Camp Bratton Green 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:

A 2 inch sanitary sewer force main is to be installed from a pump station at the Duncan M. Gray Center to the sewerage treatment lagoon at Camp Bratton Green. The 2 inch HDPE sanitary sewer pipeline will be placed within a 12 inch diameter steel casing beneath the crossing of Way Road. The 12 inch steel casing will be placed by Jack and Bore method for a total length of 80 feet, beyond the roadside ditches.

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 16th day of September, 2014.

By: 
(Applicant Signature)

Title: Executive Director

AGREED TO AND APPROVED BY:

_____ Date: _____
MR. KARL BANKS
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

UTILITY PERMIT STATUS	
<input checked="" type="checkbox"/> FIELD REVIEW	TIME <u>4 pm</u> DATE <u>9-19-14</u>
<input type="checkbox"/> ELECTRONIC REVIEW	DATE _____
COMMENTS _____	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
PRESENTED TO BOARD OF SUPERVISORS DATE _____	

9/9/2014

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 INDUSTRIAL DR COUNTY ROAD PROJECT NAME
OR NUMBER 47J90710N COUNTY OF MADISON, BEGINNING IN SECTION 21,
TOWNSHIP 8N, RANGE 2E, AND ENDING IN SECTION 21,
TOWNSHIP 8N, RANGE 2E UTILITY NAME AT&T BY BRETT MARSHALL
TELEPHONE 601-859-3162 ADDRESS 370 CHURCH RD MADISON, MS 39110.

herein called APPLICANT, purposes to construct on INDUSTRIAL DR 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.

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.. 300 feet fiber cable North along Industrial Dr. towards First Choice Dr.

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 5TH day of September, 2014.

By: 
(Applicant Signature)

Title: Mgr OPS Plng & Design SE/CA

AGREED TO AND APPROVED BY:

Mr. Karl M. Banks
Madison County Board President

Date: _____

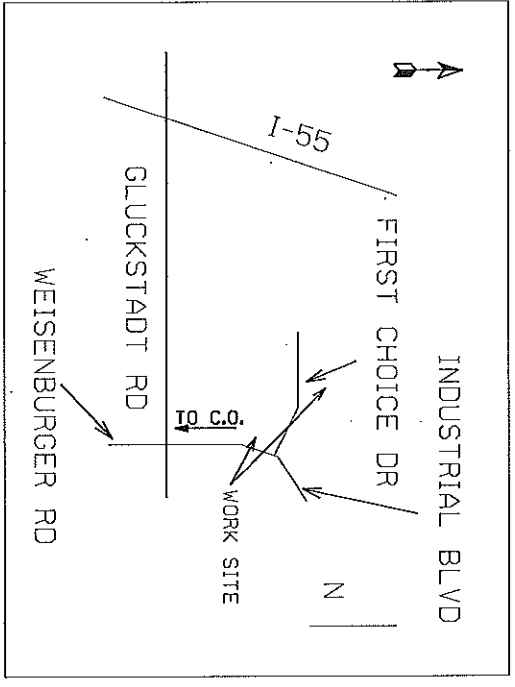
ENTERED INTO THE MINUTES OF THE BOARD OF SUPERVISORS OF MADISON COUNTY,
MISSISSIPPI OF THIS _____ DAY OF _____, 20_____.

Rudy M. Warnock, P.E.
County Engineer



VICINITY MAP

FROM I-55 TAKE THE GLUCKSTADT RD EXIT,
 EAST APPROX 1/2 MILE. TURN NORTH ON
 INDUSTRIAL BLVD APPROX 1/4 MILE



SYMBOL LEGEND

Proposed	Existing	Description
—	—	AERIAL CABLE
—B—	—B—	BURIED CABLE
—B—	—B—	BUR. JOINT-TRENCH
●	○	BST POLE
*	*	POWER POLE
Y	Y	ANCHOR & CUT
←PB	←PB	PUSH BRACE
∧	∧	ENCLOSURE
□	□	ENCLOSURE
□	□	MANHOLE
—	—	PPE/CONDUIT
←CA-MKR	←CA-MKR	CABLE MARKER
~	~	AERIAL SVC WIRE
—B—	—B—	BURIED SVC WIRE
—B—	—B—	JOINT-TRENCH SVC
---	---	BORE
▨	N/A	CUT PAVEMENT
□	N/A	SPlicing PIT
200' (62.27)	N/A	TRENCH DEPTH

ATTSE

PROPOSED TELEPHONE FACILITIES
 ON RIGHT OF WAY OF
 MADISON COUNTY

INDUSTRIAL DR

Exchange: 601856

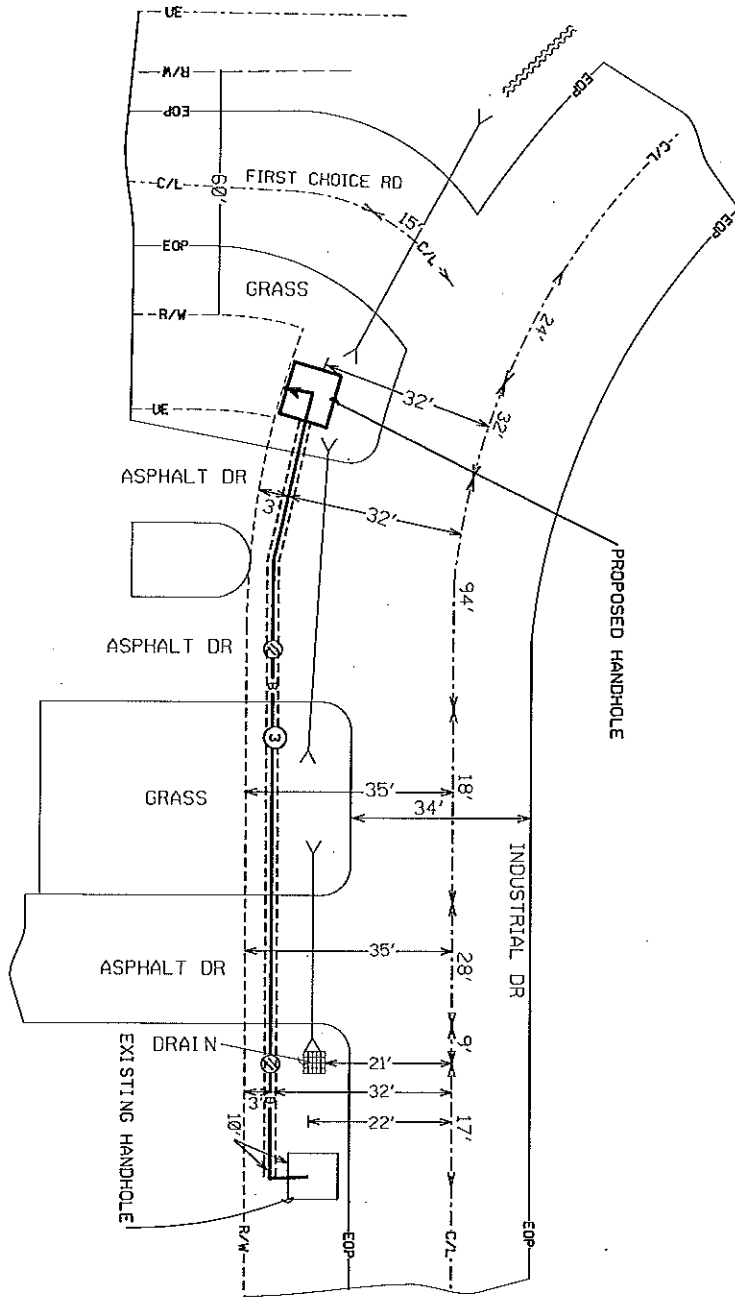
Designer: Kar-shall, Brett

Phone: 601-889-3162

Authorizations: 47J9070N

Draw. 1 of 2

③ PROPOSED FIBER



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF MADISON COUNTY	
INDUSTRIAL DR	
Excavator:	601856
Designer:	Marshall Brett
Phone:	601-859-3162
Author/Station:	47J90710N
Drawn:	2 of 2

9/27/2014 8:19:53 PM

