

UTILITY PERMIT STATUS	
<input checked="" type="checkbox"/> FIELD REVIEW	<u>C. Baker</u> TIME <u>1000 AM</u> DATE <u>5-8-15</u>
<input checked="" type="checkbox"/> ELECTRONIC REVIEW	<u>K. Little</u> DATE <u>3-26-15</u>
COMMENTS _____	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED

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 Orchard Lane COUNTY ROAD  
 PROJECT NAME OR NUMBER Eutaw Construction COUNTY OF MADISON,  
 BEGINNING IN SECTION \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_, AND  
 ENDING IN SECTION \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_. UTILITY  
 NAME Telepak Networks, Inc. dba Cspire Fiber BY Belinda Bodie TELEPHONE  
601 898 3358 ADDRESS 1018 Highland Colony Parkway, Suite 400 Ridgeland, MS  
39157,

herein called APPLICANT, purposes to construct on Orchard Lane a  
 (Name of Road)  
 Utility Facility installed between station 0+00 and station 7+10 of Project Name /  
 Number 11015406 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 directional bore a minimum of 4 ft. minimum under the bottom of the road ditches in located in the back 5 ft. of the right of way, crossing Orchard Lane and running along Orchard Lane to Eutaw Construction located at 167 Orchard Lane. Any utility markers will be in the very back of the right of way so county maintenance can proceed unhindered.

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.

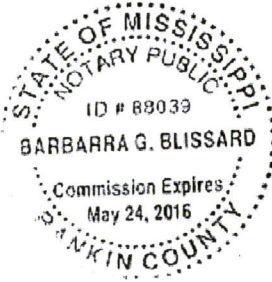
The applicant further agrees to indemnify and hold county harmless for any and all claims, accidents, damages, liabilities and expenses occasioned wholly, or in part, by any act or omission of applicant, its agents or employees. In case County shall, without fault on its own part, be made a party to 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 26<sup>TH</sup> day of MARCH,  
20 15.



By: [Signature]  
(Applicant Signature)  
Title: Plant Manager

AGREED TO AND APPROVED BY:

\_\_\_\_\_  
Mr. Karl 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



1018 Highland Colony Parkway  
Suite 400  
Ridgeland, MS 39157  
Steve Case  
Office 601-487-5619  
Fax 601.467.5111

January 13, 2015

Belinda Bodie  
Neel-Schaffer, Inc.  
1022 Highland Colony Parkway, Ste 202  
Ridgeland, MS 39157

Re: Authorization Letter

Dear Ms. Bodie:

Please let this letter serve as an authorization for your company, Neel-Schaffer, Inc., to file Utility Permit applications and State Aid Utility Permit applications for the purpose of obtaining approval for fiber routes along County, City, or MDOT Right-of-Ways (ROW).

Specifically, we authorize Neel-Schaffer, Inc. to complete, sign, and file all Utility permit documents, any way connected with C Spire Fiber's proposed installation of fiber within County, City, or MDOT Right-of-Ways (ROW).  
Thank you for time in this matter.

Sincerely,

Steve Case - STEVE CASE  
BY:

STATE OF MS

COUNTY OF Rankin

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 13<sup>th</sup> day of January, 2015 by Steve Case (name of person providing oath or affirmation), who is personally known to me or who has produced drivers license (type of identification) as identification.



Linda Middlebrook  
Signature of Notary Public  
My Commission Expires: Oct. 9, 2016

UTILITY PERMIT STATUS		
<input checked="" type="checkbox"/> FIELD REVIEW	<u>CB Spire</u> TIME <u>4:00 pm</u> DATE <u>5-8-15</u>	PRESENTED TO BOARD OF SUPERVISORS DATE
<input checked="" type="checkbox"/> ELECTRONIC REVIEW	<u>Kittle</u> DATE <u>5-11-15</u>	
COMMENTS _____		
<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> DENIED		

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 Yandell Road and Distribution Drive COUNTY  
 ROAD PROJECT NAME OR NUMBER M & M Services COUNTY OF MADISON,  
 BEGINNING IN SECTION \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_, AND  
 ENDING IN SECTION \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_. UTILITY  
 NAME Telepak Networks, Inc. dba CSpire Fiber BY Belinda Bodie  
 TELEPHONE 601 898 3358 ADDRESS 1018 Highland Colony Parkway, Suite 400,  
Ridgeland, MS 39157

herein called APPLICANT, purposes to construct on Yandell Road & Distribution Drive  
 a \_\_\_\_\_ (Name of Road)  
 Utility Facility installed between station 0 +00 and station 2+ 85 of Project Name /  
 Number M & M Services 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 directional bore a minimum of 4 ft. under the bottom of road ditches in the back 5 ft. of the right of way, beginning on American Way and running along Distribution Drive to M & M Services at 339 Distribution Drive. Also replacing an existing UH\_4 Handhole along Yandell Road with an UH-5 Handhole. Any Utility markers will be put at the very back of the right of way so county maintenance can proceed unhindered.

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,

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 1ST day of APRIL,  
2015.



*[Handwritten signature]*

By: *Calinda Lodes*  
(Applicant Signature)  
Title: *Permit Manager*

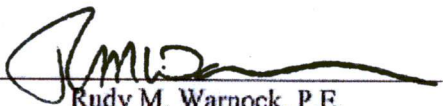


AGREED TO AND APPROVED BY:

\_\_\_\_\_  
Mr. Karl 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

UTILITY PERMIT STATUS			
<input checked="" type="checkbox"/> FIELD REVIEW	<u>C. Boppe</u>	TIME <u>1000 AM</u>	DATE <u>5-8-15</u>
<input checked="" type="checkbox"/> ELECTRONIC REVIEW	<u>K. Little</u>		DATE <u>5-11-15</u>
COMMENTS _____			
PRESENTED TO BOARD OF SUPERVISORS			
<input type="checkbox"/> APPROVED	<input checked="" type="checkbox"/> DENIED		

01/09/04

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 Weisenberger Road COUNTY ROAD PROJECT  
 NAME OR NUMBER Official USA and Team Sports site COUNTY OF MADISON,  
 BEGINNING IN SECTION \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_, AND  
 ENDING IN SECTION \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_. UTILITY  
 NAME Telepak Networks, Inc. dba Cpsire Fiber BY Belinda Bodie  
 TELEPHONE 601-898-3358 ADDRESS 1022 Highland Colony Parkway, Suite 202  
Ridgeland, MS 39110,

herein called APPLICANT, purposes to construct on Weisenberger Road a  
 (Name of Road)  
 Utility Facility installed between station 0+00 and station 1+45 of Project Name /  
 Number Official USA and Team Sports site 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 directional bore a minimum of 4ft. under the bottom of the road ditches, in the back 5 ft. of the right of way along Weisenberger Road to the Officials USA and Team Sports, LLC building at 148 Weisenberger Road, Suite A, Madison, MS 39110. Any utility markers will be put in the very back of the right of way so county maintenance can proceed unhindered.

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 14~~th~~ day of APRIL,  
20 15.



*[Handwritten signature]*

By: *[Handwritten Signature]*  
(Applicant Signature)

Title: *[Handwritten Title]*

AGREED TO AND APPROVED BY:

\_\_\_\_\_  
Mr. Karl Banks  
Madison County Board President

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

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

*[Handwritten Signature]*  
Rudy M. Warnock, P.E.  
County Engineer

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.



1018 Highland Colony Parkway  
Suite 400  
Ridgeland, MS 39157  
Steve Case  
Office 601-487-5619  
Fax 601-487-5111

January 13, 2015

Belinda Bodie  
Neel-Schaffer, Inc.  
1022 Highland Colony Parkway, Ste 202  
Ridgeland, MS 39157

Re: Authorization Letter

Dear Ms. Bodie:

Please let this letter serve as an authorization for your company, Neel-Schaffer, Inc., to file Utility Permit applications and State Aid Utility Permit applications for the purpose of obtaining approval for fiber routes along County, City, or MDOT Right-of-Ways (ROW).

Specifically, we authorize Neel-Schaffer, Inc. to complete, sign, and file all Utility permit documents, any way connected with C Spire Fiber's proposed installation of fiber within County, City, or MDOT Right-of-Ways (ROW).  
Thank you for time in this matter.

Sincerely,

Steve Case - Steve Case  
BY:

STATE OF MS

COUNTY OF Rankin

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 13<sup>th</sup> day of January, 2015 by Steve Case (name of person providing oath or affirmation), who is personally known to me or who has produced drivers license (type of identification) as identification.



Linda M. Middlebrook  
Signature of Notary Public  
My Commission Expires: Oct. 9, 2016