

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration



Dick Hall
Central District Commissioner

J. Kevin Magee
District 3 Engineer

David Foster
District 5 Engineer

Melinda L. McGrath
Executive Director

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

September 11, 2015

Mr. Karl Banks, President
Madison County Board of Supervisors
P. O. Box 608
Canton, Mississippi 39046

RE: Gluckstadt Road at Calhoun Parkway
Project No. SP-6989-00(001) / 107156-301000
Easement & Construction Agreement (Signal Installation)
Madison County Board of Supervisors

Dear Mr. Banks:

Attached please find two (2) original Easement and Construction Agreements for Signal Installation on captioned project.

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

If you have any questions, please advise.

Sincerely,

A handwritten signature in black ink that reads "David Foster". The signature is written in a cursive style.

DAVID FOSTER, P.E.
DISTRICT ENGINEER

DF:vv

pc: Mr. Wes Dean, Asst. Chief Engineer-Operational Maintenance
Mr. James Sullivan, State Traffic Engineer
File (via Stokes, Cleveland, Reeves)



**EASEMENT AND AGREEMENT FOR
SIGNAL INSTALLATION ON
GLUCKSTADT ROAD AT CALHOUN PARKWAY
BY THE MISSISSIPPI
DEPARTMENT OF TRANSPORTATION**

This Easement and Construction Agreement (AGREEMENT) is entered into by and between the Mississippi Transportation Commission (COMMISSION), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (MDOT) and the Madison County Board of Supervisors, Mississippi, (COUNTY), acting by and through its duly authorized President, effective as of the latest date of execution below.

WHEREAS, the COUNTY is desirous of the installation of a traffic signal on Gluckstadt Road at Calhoun Parkway within Madison County; and

WHEREAS, the COMMISSION acting through the MDOT has determined this location warrants signalization and will provide a benefit to the traveling public; and

WHEREAS, the COUNTY is the current owner of the property or the easements underlying all local streets; and

WHEREAS, the COMMISSION now requires temporary property rights from the COUNTY to make certain adjustments to COUNTY streets which cross, connect, or are adjacent to the aforementioned location on Gluckstadt Road necessary for the traffic signal installation construction project; and

WHEREAS, the COUNTY has agreed to this request and both parties desire to evidence this AGREEMENT by written instrument.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The COMMISSION shall:

1. Maintain the temporary span wire traffic signal system previously installed by MDOT on Gluckstadt Road at the intersection of Calhoun Parkway until such time the temporary traffic signal is replaced by a permanent mast arm traffic signal system to be installed under MDOT Project No. SP-6989-00(001) / 107156-301000.

2. Have plans, specifications, and contract documents consistent and complying with MDOT's policies and guidelines prepared for the aforementioned signalization project and furnish engineering supervision for the project's construction.
3. Let the project to contract and oversee the project construction for compliance to said plans, specifications, and contract documents; and
4. Coordinate the signal with MDOT maintained signals at the I-55 / Gluckstadt Road Interchange.
5. Be responsible for the maintenance of all roadway, all rights of way, and traffic control devices within the limits of the proposed construction project in accordance with the MDOT policies, rules, and regulations for the duration of the project.
6. Upon completion of the project return to the County the County rights of way as well as the completed traffic signal system installed under MDOT Project No. SP-6989-00(001) / 107156-301000 to the COUNTY..

The COUNTY shall:

1. Release the COMMISSION from any and all damages arising, or to arise in its favor and on its account as a result of the COMMISSION installing the proposed traffic signal.
2. Hereby grant, convey and warrant unto the Commission an unlimited easement on, over and across all COUNTY street rights of way and COUNTY owned property within the right of way limits of the proposed project for the purpose of constructing the referenced project.
3. Upon completion of construction of MDOT Project No. SP-6989-00(001) / 107156-301000 and upon written notification of completion by the COMMISSION, assume all maintenance responsibilities and the cost of electrical service and all incidentals necessary to maintain the traffic signal system in a safe and satisfactory manner.

This AGREEMENT may only be terminated by mutual agreement of both parties. The term of this AGREEMENT is to begin on the latest date of signing below and is to continue until terminated as provided above.

Both parties hereto represent that they have authority to enter into this AGREEMENT and that certified copies of applicable COUNTY or COMMISSION Orders are attached hereto.

AMENDMENT - This AGREEMENT may be amended in writing as mutually agreed upon by the parties in writing.

SEVERABILITY - Should any provision of this AGREEMENT be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that is reasonably possibly to do so, the remainder of this AGREEMENT shall remain in full force and effect.

THIRD PART BENEFICIARY - It is not intended by any of the provisions of this contract to create in the public or any member thereof as a third party beneficiary or to authorize any one not a party to this contract to maintain a suit for personal injury, contractual damage or property damage pursuant to the provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

LEGAL RESPONSIBILITY – Unless specifically agreed to elsewhere, the parties hereto agree that the COMMISSION has no authority to select, supervise, or compensate any contractor or employee engaged by the COUNTY to perform the above described maintenance, and the COUNTY takes full responsibility for those functions. No employee, agent, or contractor of the COUNTY will, under the provisions of this AGREEMENT, be entitled to any right or benefit accorded to any contractor, agent, or employee of the COMMISSION or the Mississippi Department of Transportation.

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2015.

MADISON COUNTY, MISSISSIPPI
BY AND THROUGH ITS DULY AUTHORIZED BOARD OF SUPERVISORS

Karl Banks, President

ATTEST: _____
(Affix Seal)

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2015.

THE MISSISSIPPI TRANSPORTATION COMMISSION

Melinda L. McGrath, P.E., Executive Director

ATTEST: _____
Secretary

Book _____, Page _____

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BY AND THROUGH ITS DULY AUTHORIZED BOARD OF SUPERVISORS

Karl Banks, President

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(Affix Seal)

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THE MISSISSIPPI TRANSPORTATION COMMISSION

Melinda L. McGrath, P.E., Executive Director

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Secretary

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