#### APPLICATION AND PERMIT

to construct, operate, maintain use and/or remove within a county road right-of-way CRA 100 Rev 7/99
Permit Number

Issuance Date

BOARD OF COUNTY ROAD COMMISSIONERS, of LIVINGSTON COUNTY, MICHIGAN

ADDRESS: 3535 GRAND OAKS, HOWELL, MICHIGAN 48843-8575

TELEPHONE: 517-546-4250

APPLICANT	CONTRACTOR
NAME: Surf Broadband Solutions	NAME: Ruff Restoration & Excavation
MAILING ADDRESS: 3325 Middlebury St	MAILING ADDRESS: 2358 Wildcat Rd
Elkhart, IN 46516	St. Johns, MI 48879
ELEPHONE NO.: 616-681-5416	TELEPHONE NO.: 989-640-8102
ELLI HONE HON	TELEFICINE NO.: 500 010 0105
Adam Bates Digitally signed by Adam Bates Date: 2021.06.11 07:48:55 -04'00'	
Applicant's Signature	Contractor's Signature
Title Project Manager Date: 6/10/2021	Title Date:
FINANCIAL REQUIREMENTS	ATTACHMENTS REQUIRED
pplication Fee	Di LO
Permit Fee 25.00	Plans and Specs.
st. Inspect. Fee	Bond
dond	Proof of Insurance
reposit	Yes No
o Be Billed	
eceipt Number	P.I. \$ P.D. \$
ate	Other
pplicant and/or Contractor request a Permit for the purpose indicated in TY	5,6), Deerfield(31,32), and Cohoctah SECTION 35,36,26,27 Lot#
d agrees to the terms of the permit.	and ending 12/31/2021
ermit to work in the East Allen, Fisher, East Clyde, Oak Grove, and Chase Lake Road representation of the road. All road crossings to be perpendicular to the road and to PERMIT	ights-of-way to install 1.25" HDPE per the attached plans. The HDPE to be placed 26' off th have a minimum of 48" of cover. All traffic shall be maintained per the MMUTCD.
permit is granted in accordance with the foregoing application for the p	period stated above, subject to the following terms agreed to by the Permi he Applicant and the Contractor.
lder. When Applicant hires a Contractor the "Permit Holder" is both to	
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1. All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the Commission and must comply with the Commission's current requirements and specifications on file at its office and M.D.O.T. specifications.

#### 2. Fees and Costs.

Permit Holder shall be responsible for all fees incurred by the Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Commisssion, at the time the permit is issued.

#### Bond.

Permit Holder shall provide a cash deposit, letter of credit or bond in a form and amount acceptable to the Commission at the time permit is issued,

#### 4. Insurance.

Permit Holder shall furnish proof of liability and property damage insurance in the amount stated on this permit naming the Commission as an insured. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without ten (10) days advance written notice by certified mail with return receipt required to the Commission.

#### 5. Indemnification.

Permit Holder shall hold harmless and indemnify and keep indemnified the Commission, its officers and employees from all claims, suits and judgments to which the Commission, its officers, or employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the commission, whether due to the negligence of the Permit Holder or the joint negligence of the Permit Holder and the Commission, arising out of the work under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out the continued existence of the work product which is the subject of this permit; or any other claim relating to or arising out of the operations, use or continued existence of the work which is the subject of this permit.

#### 6. Miss Dig.

The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT (800) 482-7171 AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAT TWENTY-ONE (21) CALENDAR DAYS, BEFORE YOU START WORK. Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

#### 7. Notification of Start and Completion of Work.

Permit Holder must notify the Commission at least 48 hours before starting work and must notify the Commission when work is completed.

#### 8. Time Restrictions.

All work shall be performed Mondays through Fridays between 8:00 A.M. and 5:00 P.M. unless written approval is obtained from the Commission, and work shall be performed only during the period set forth in this permit.

#### Safety.

Permit Holder agrees to work under this permit is a safe manner and to keep the area affected by this permit in a safe condition until the work is completed. All work site conditions shall comply with Michigan Manual of Uniform Traffic Control Devices.

#### 10. Restoration and Repair of Road.

Permit Holder agrees to restore the road and right-of-way to a condition equal to or better than its condition before the work began; and to repair any damage to the road right-of-way which is the result of the facility whenever it occurs or appears.

#### 11. Limitation of Permit.

This permit does not relieve Permit Holder from meeting other applicable laws and regulations of other agencies. Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from other government agencies, public utilities, corporations and individuals, including property owners. Permission may be required from the adjoining property owners.

#### 12. Revocation of Permit.

This permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Commission. It is to be understood that the rights granted herein are revocable at the will of this Board and that the Permit Holder acquires no rights in the highway and expressly waives any right to claim damages or compensation in case this permit is revoked. In the event the County Road Commission determines it is in the public interest to widen or make any other improvements to the county road in which this permit is granted, Permit Holder agrees that if, in the course of widening, altering or modifying said road right-of-way and/or the roadbed itself which necessitiates changes, modifications, or alterations to the Permit Holder's installation within or outside the existing county road right-of-way, such changes, alterations and modifications will be undertaken promptly upon receipt of a written request from the County Road Commission and without costs or expenses to the County Road Commission. The Permit Holder herein acknowledges that the contents of this paragraph are a substantial portion of the consideration received by the County Road Commission in the issuance of this permit.

#### 13. Violation of Permit.

This permit shall become immediately null and void if Permit Holder violates the terms of this permit and this Commission may require immediate removal of Permit Holder's facilities, or the Commission may remove them without notice at Permit Holder's expense.

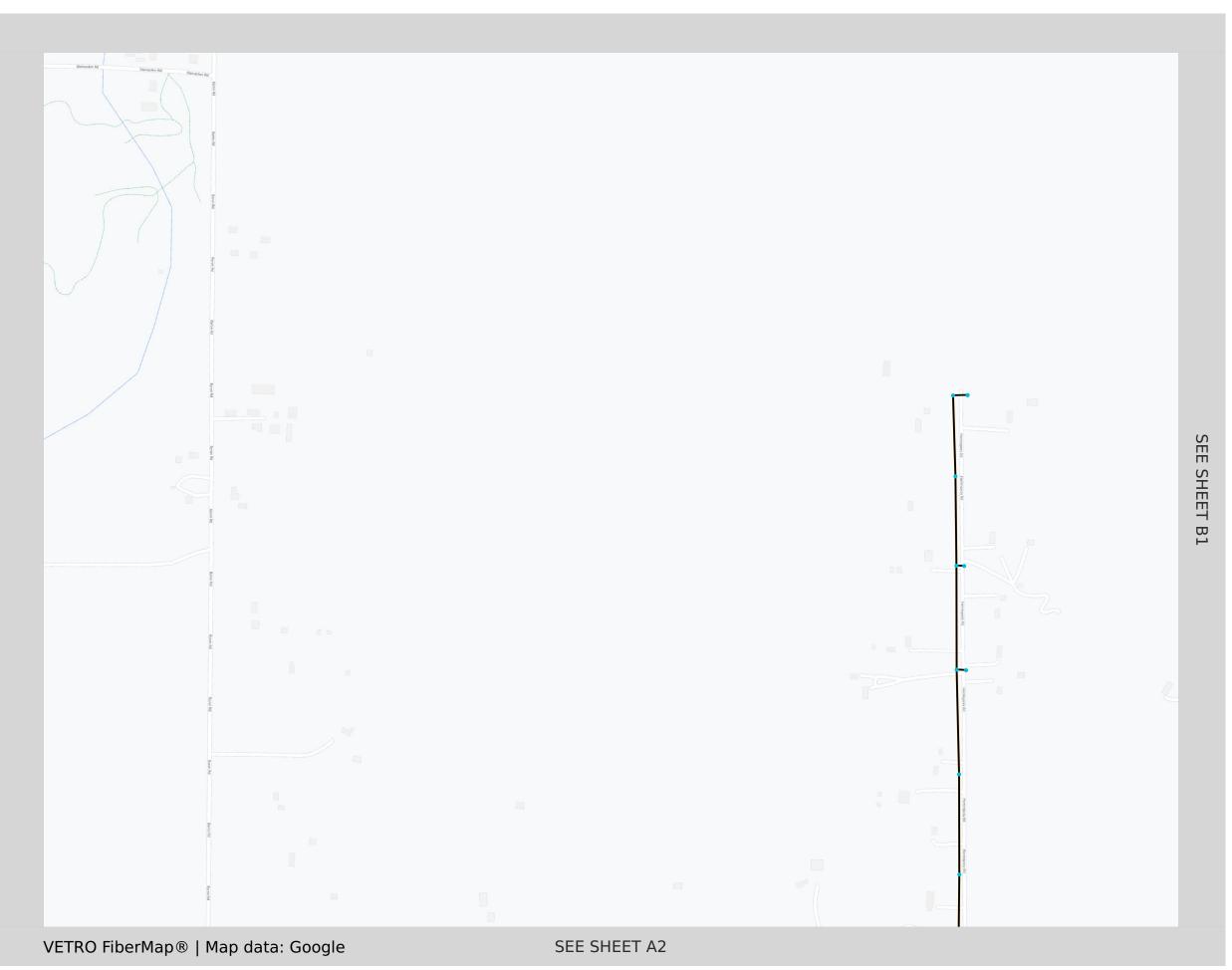
#### Assignability

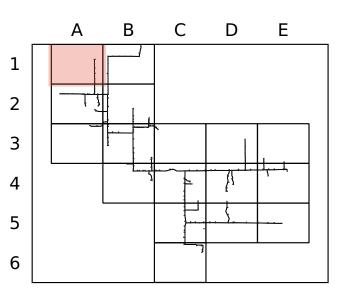
This permit may not be assigned without the prior approval of the Commission. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all terms of this permit.

15. This permit is subject to supplemental specifications on file with the Road Commission and Act 200 of Public Acts of 1969.

#### 16. Cooperation With Others.

The issuance of this permit does not give the Permit Holder an exclusive right to work within the area covered by this permit. The Permit Holder shall cooperate with others and shall conduct his operations in such a fashion as to cause minimum conflict with and/or inconvenience to others working in area. The work of others does not relieve the Permit Holder of this responsibility to complete the work in accordance with the permit.





## Legend

- Backbone
- Cabinet
- Duct
- Lateral

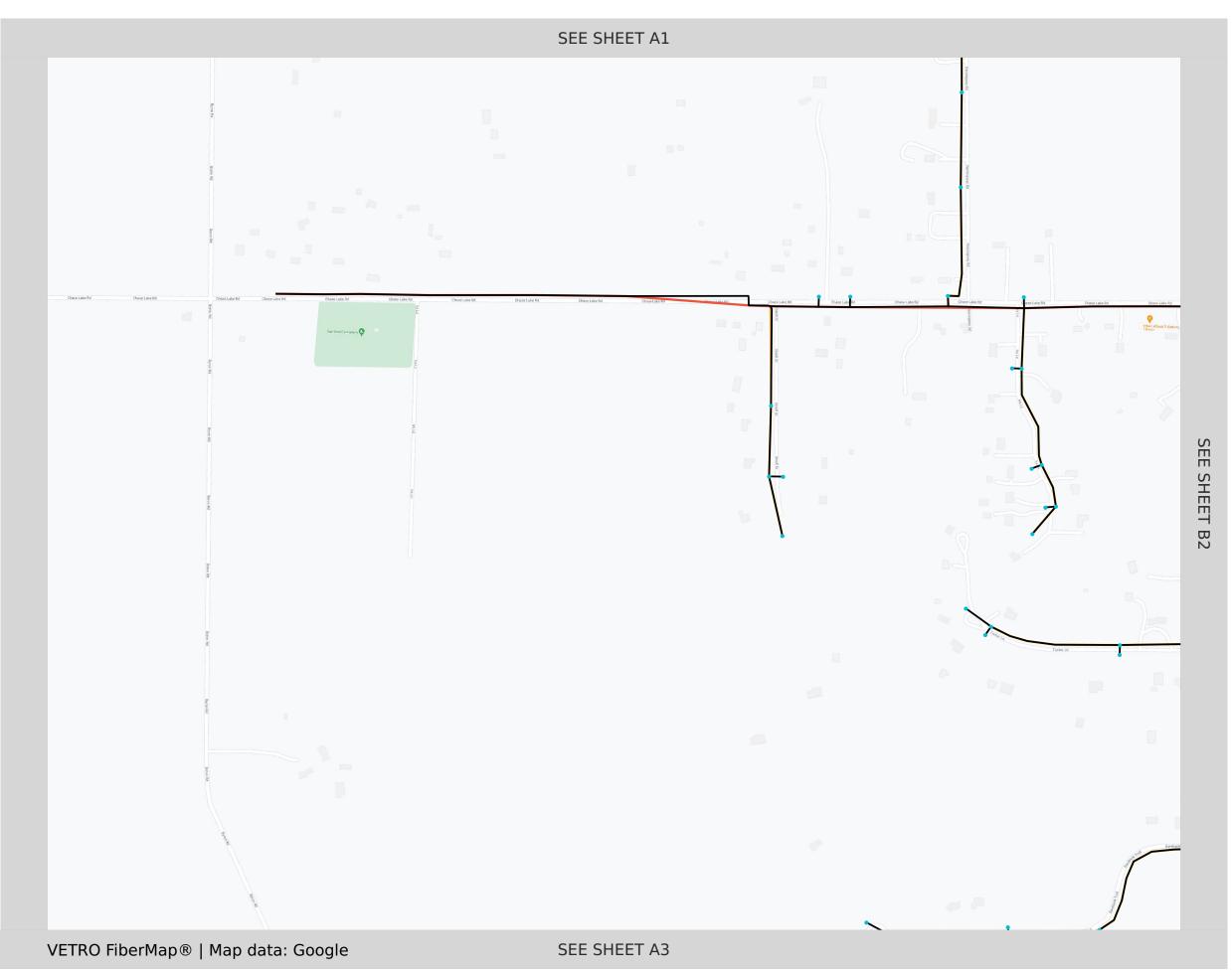
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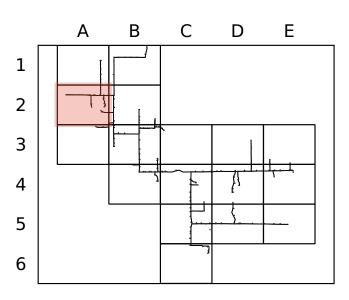
- 17x24 Plastic
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- 24x36 Quazite
- Flower Pot
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0 500 1000 1500 ft







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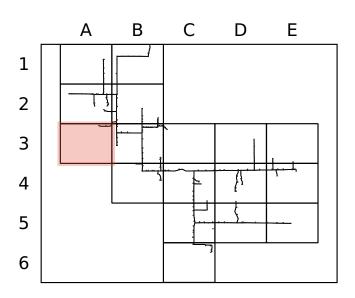
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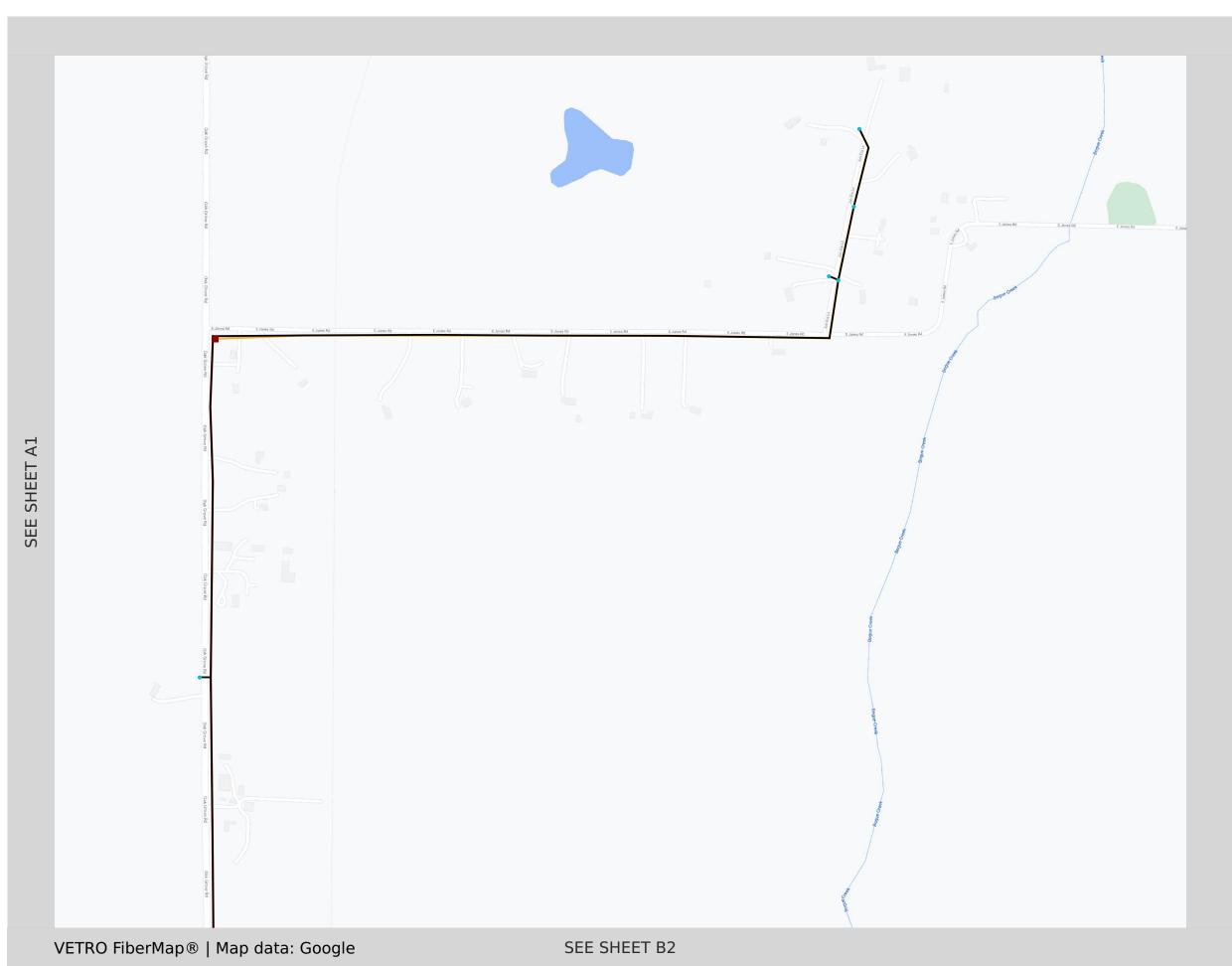
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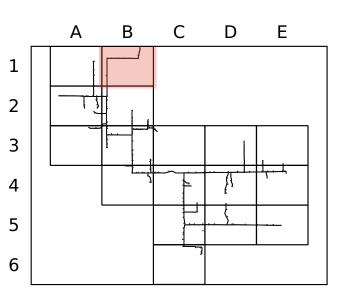
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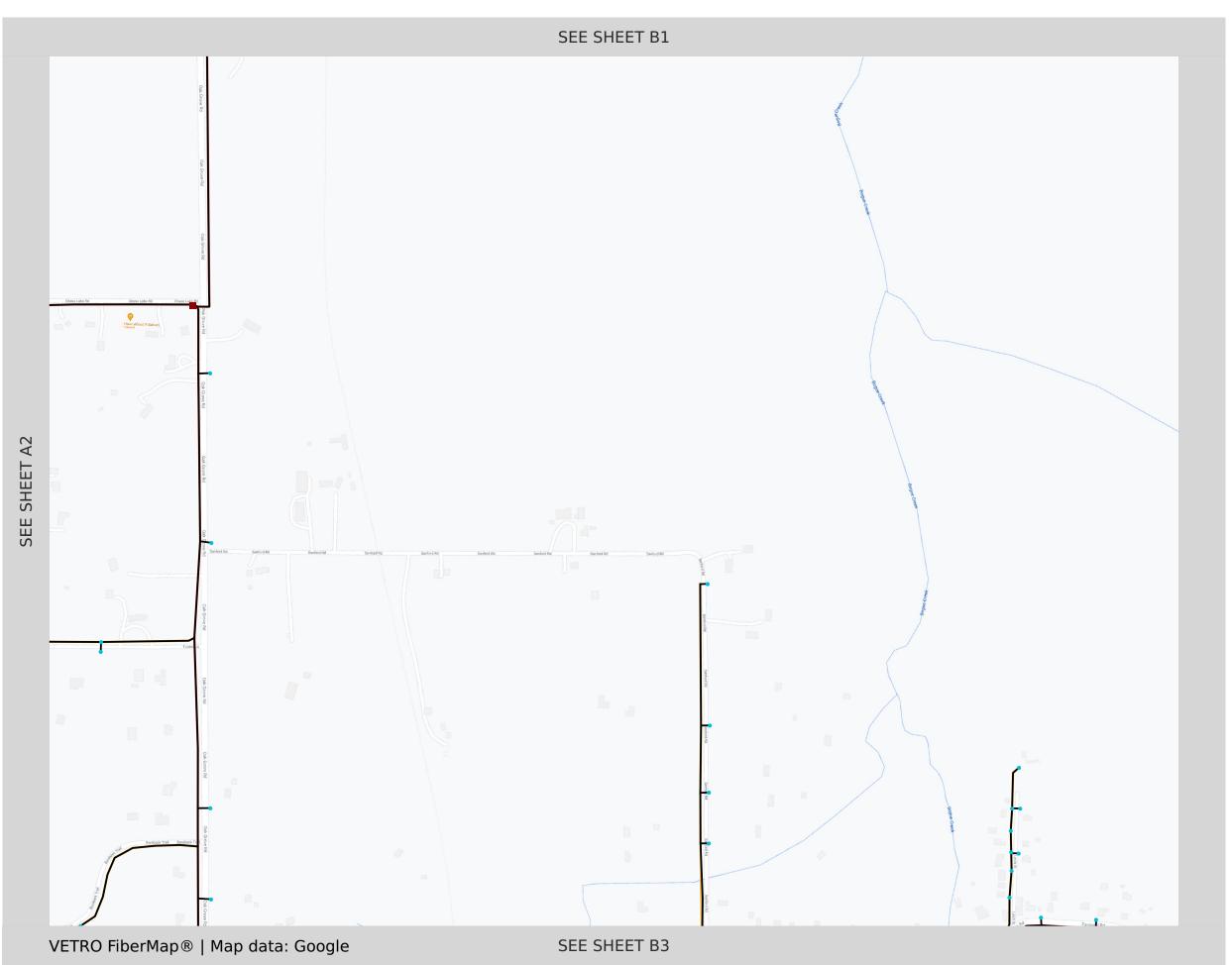
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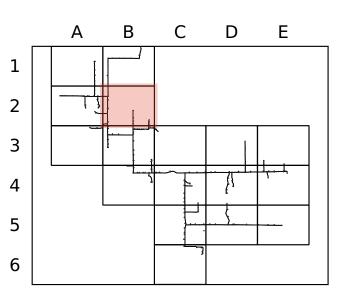
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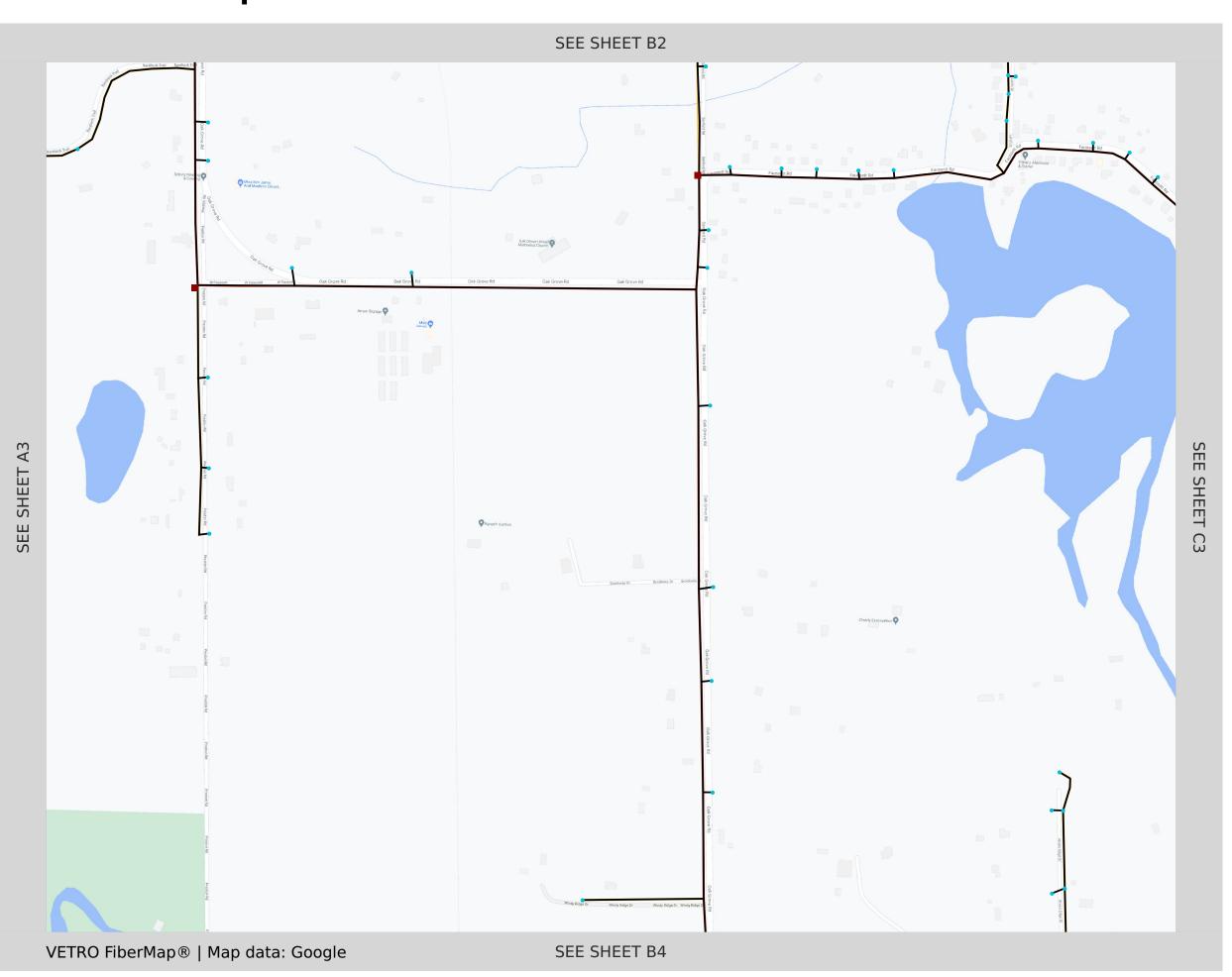
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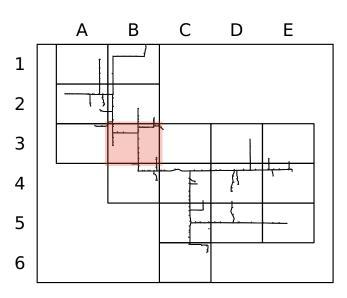
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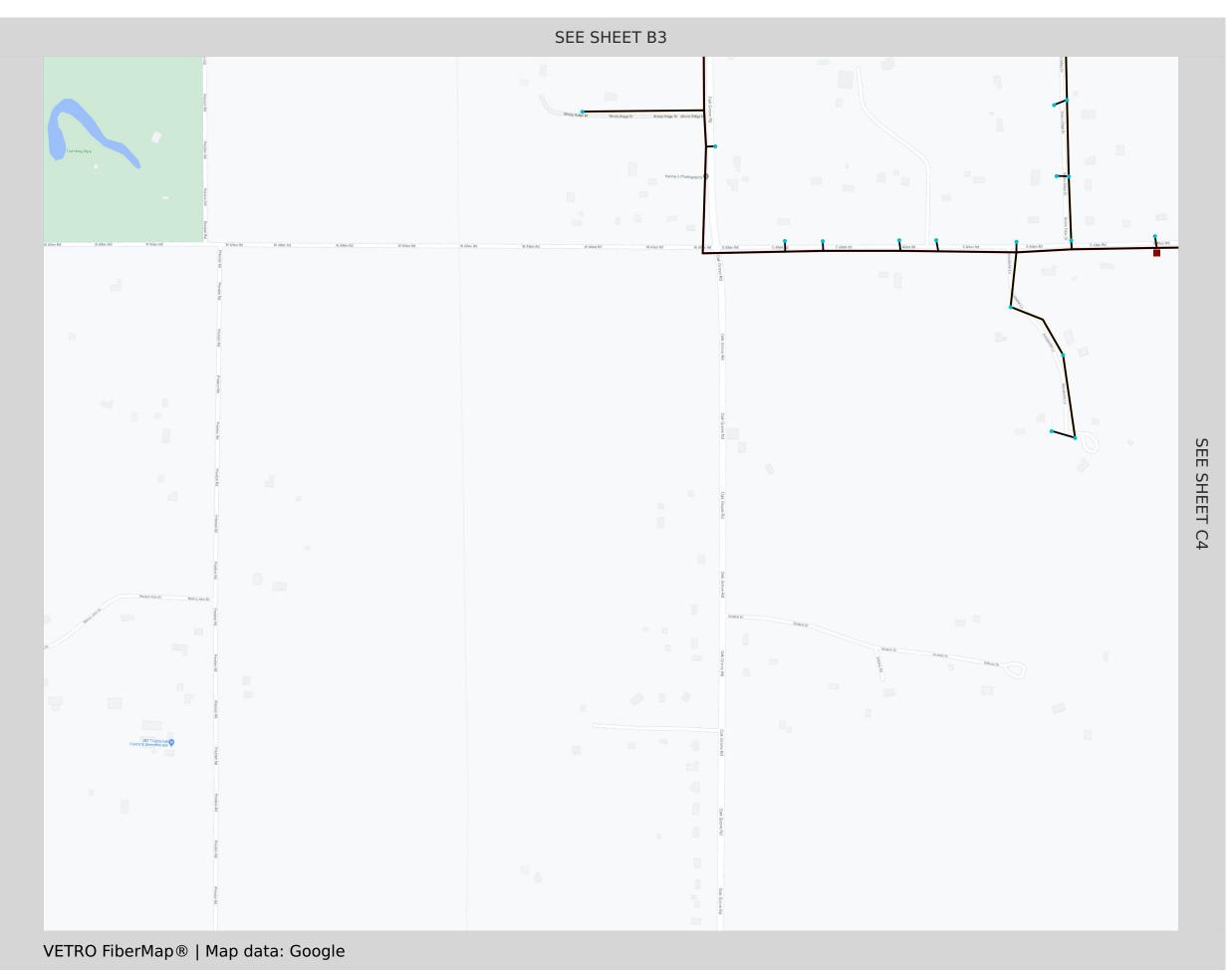
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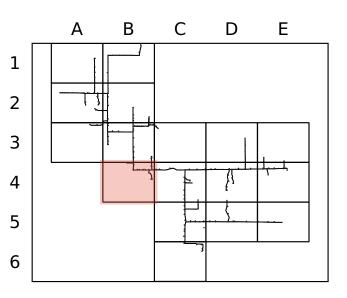
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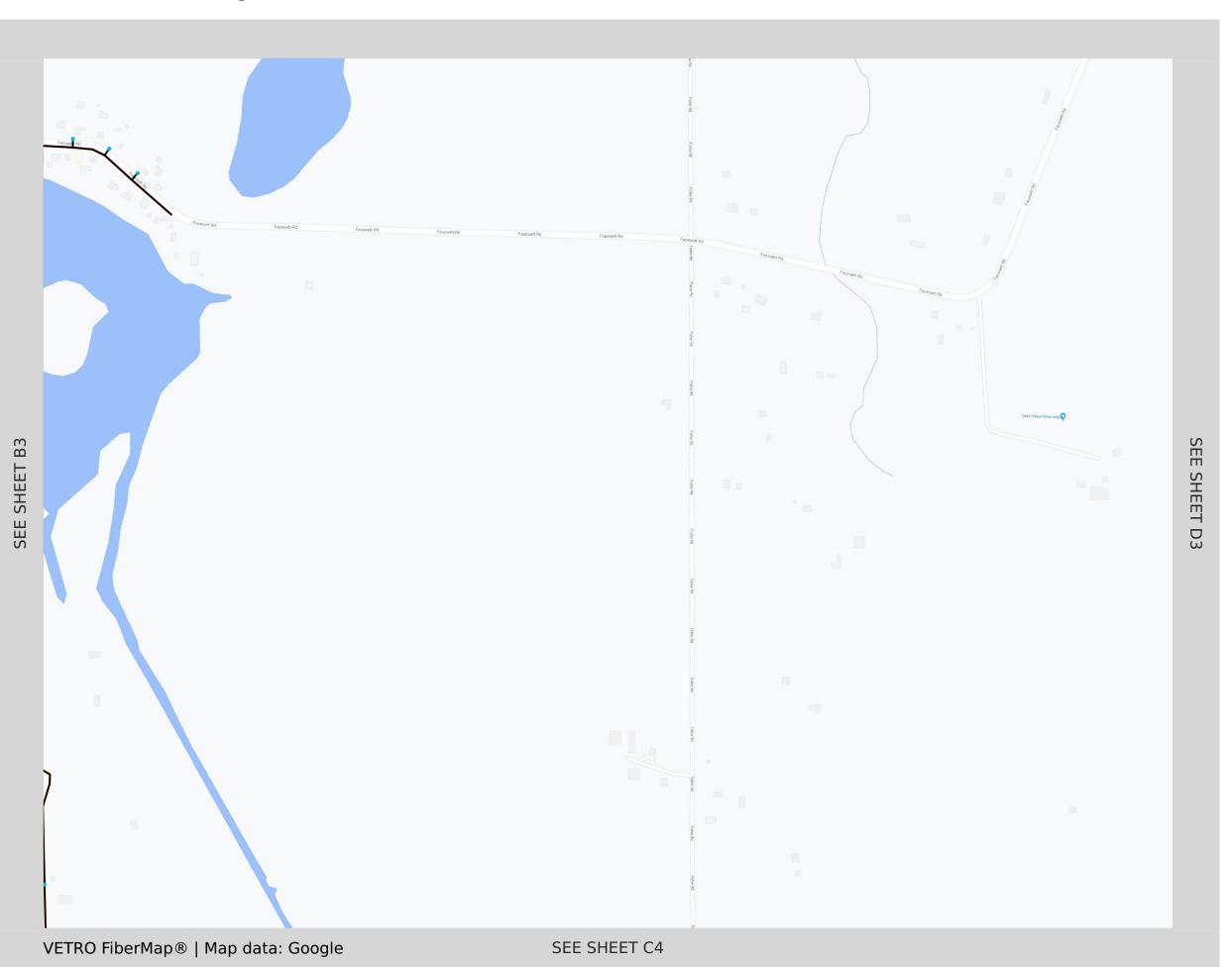
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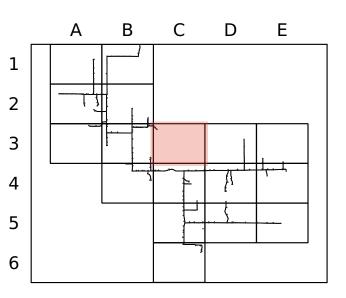
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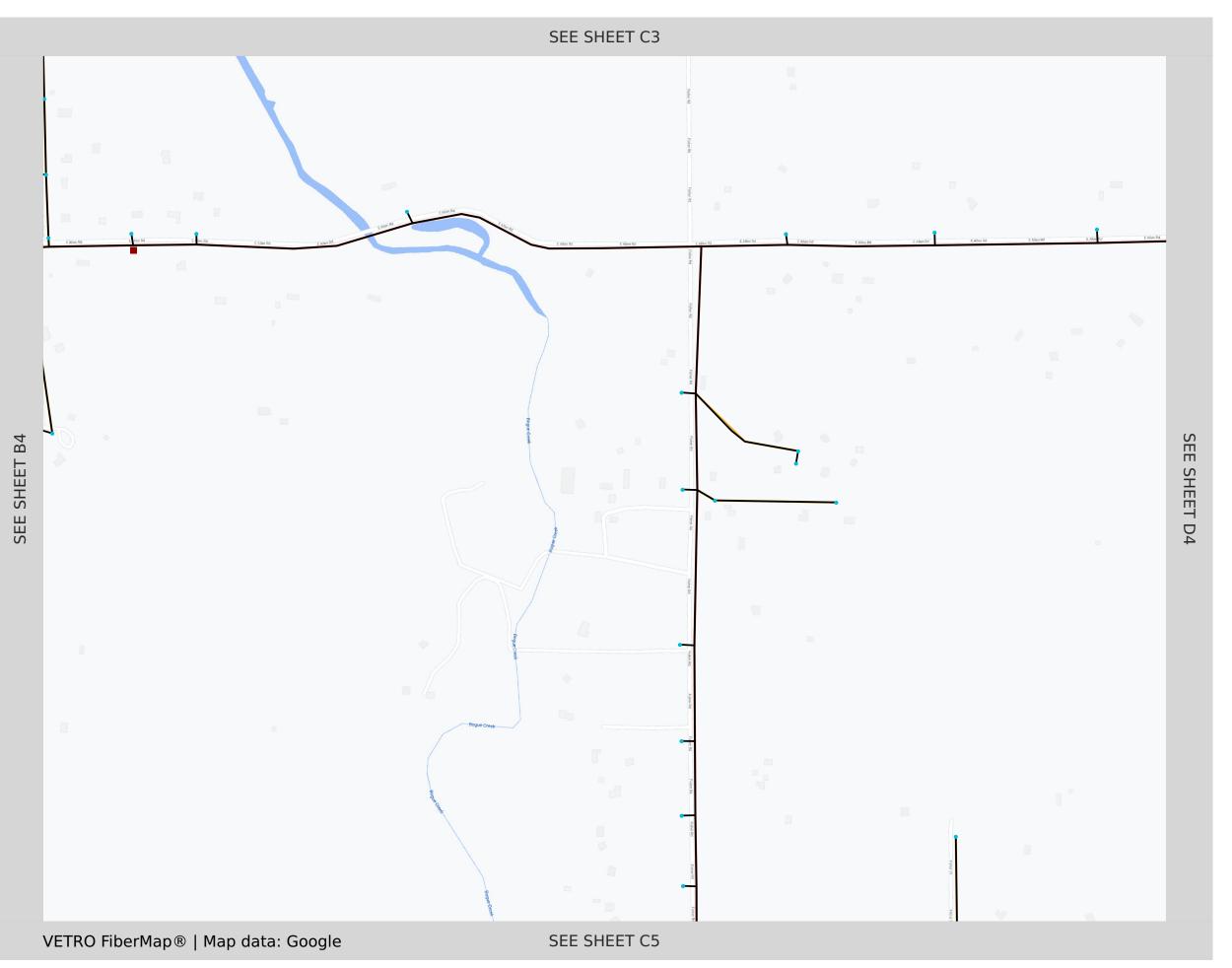
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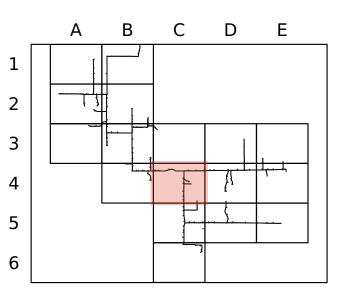
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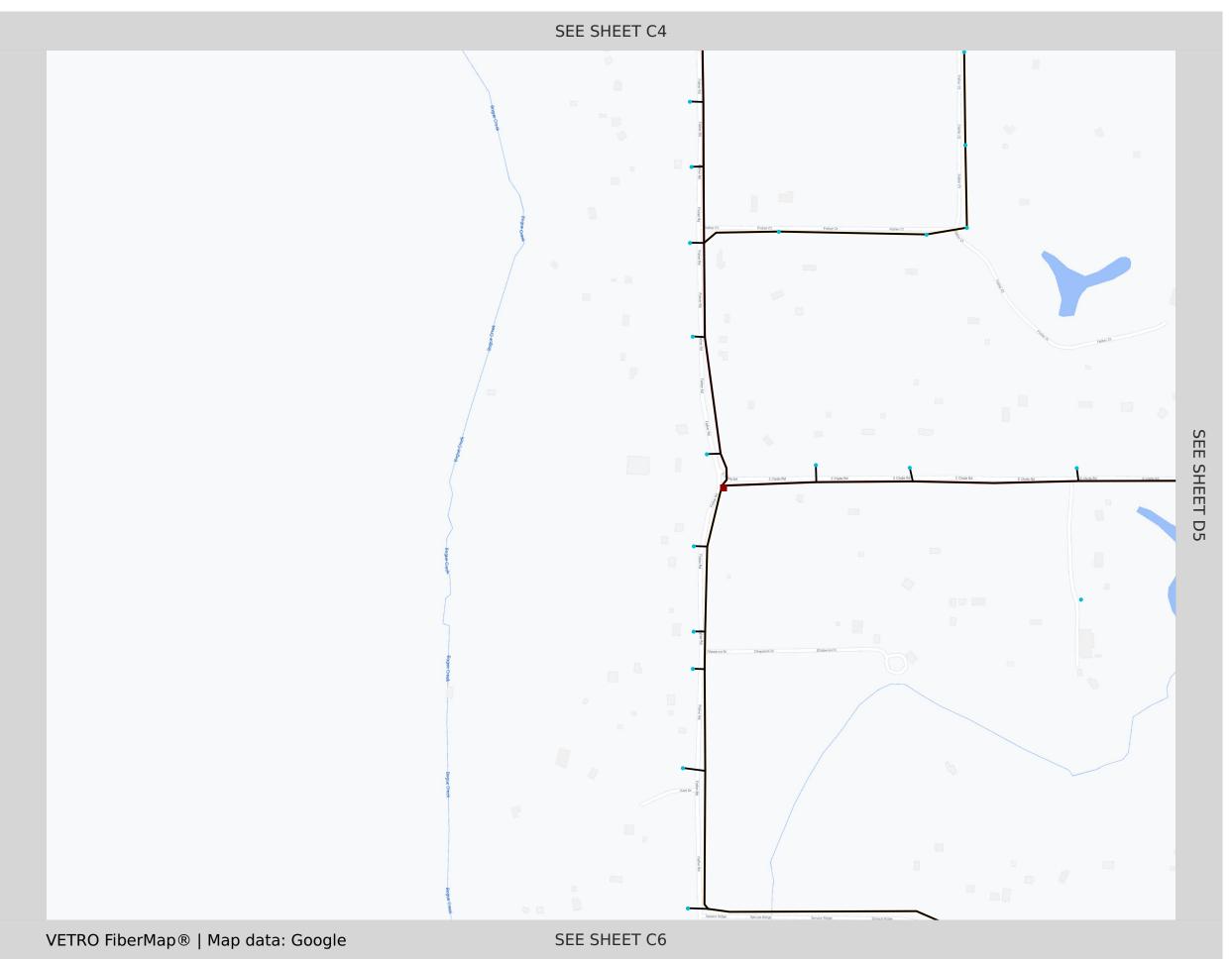
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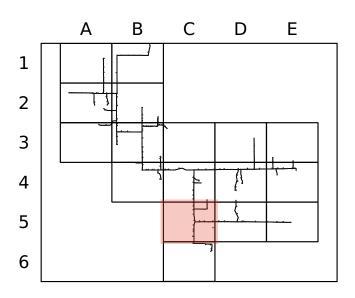
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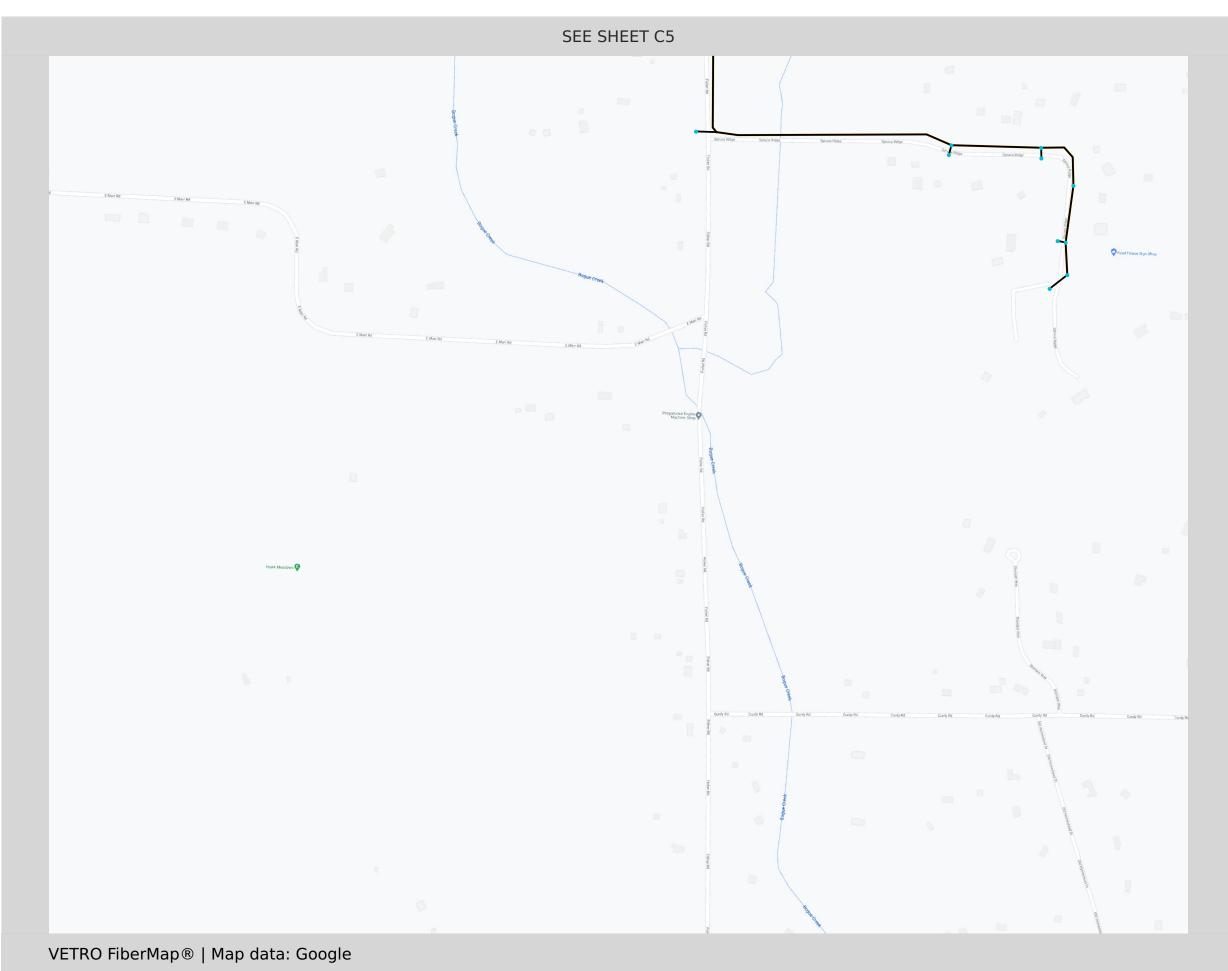
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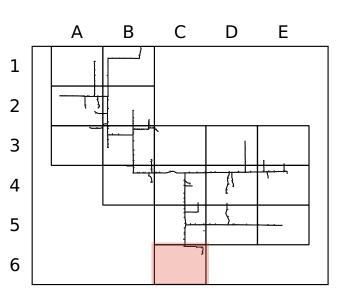
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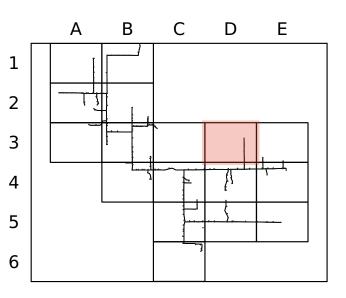
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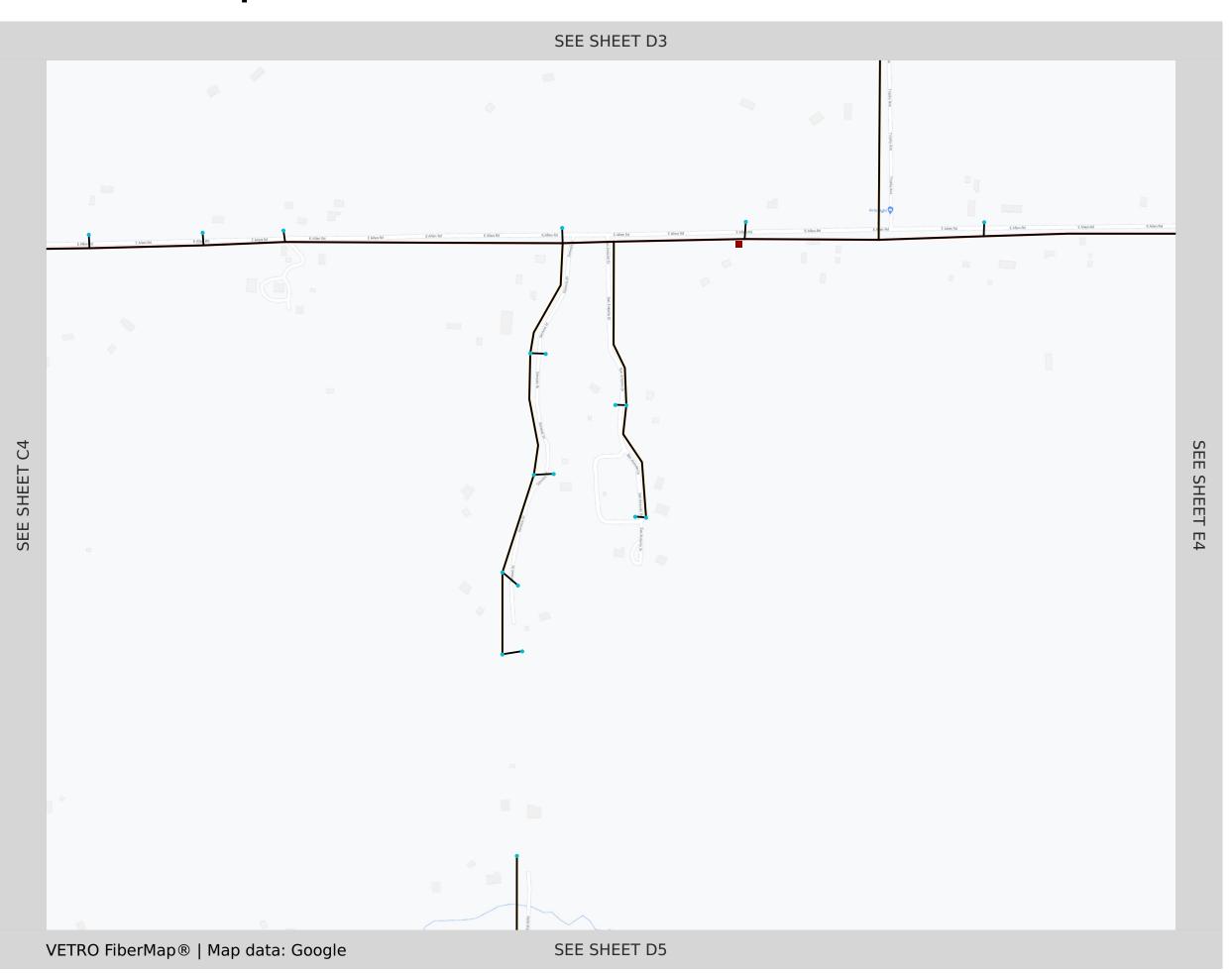
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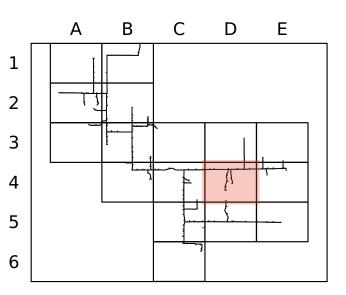
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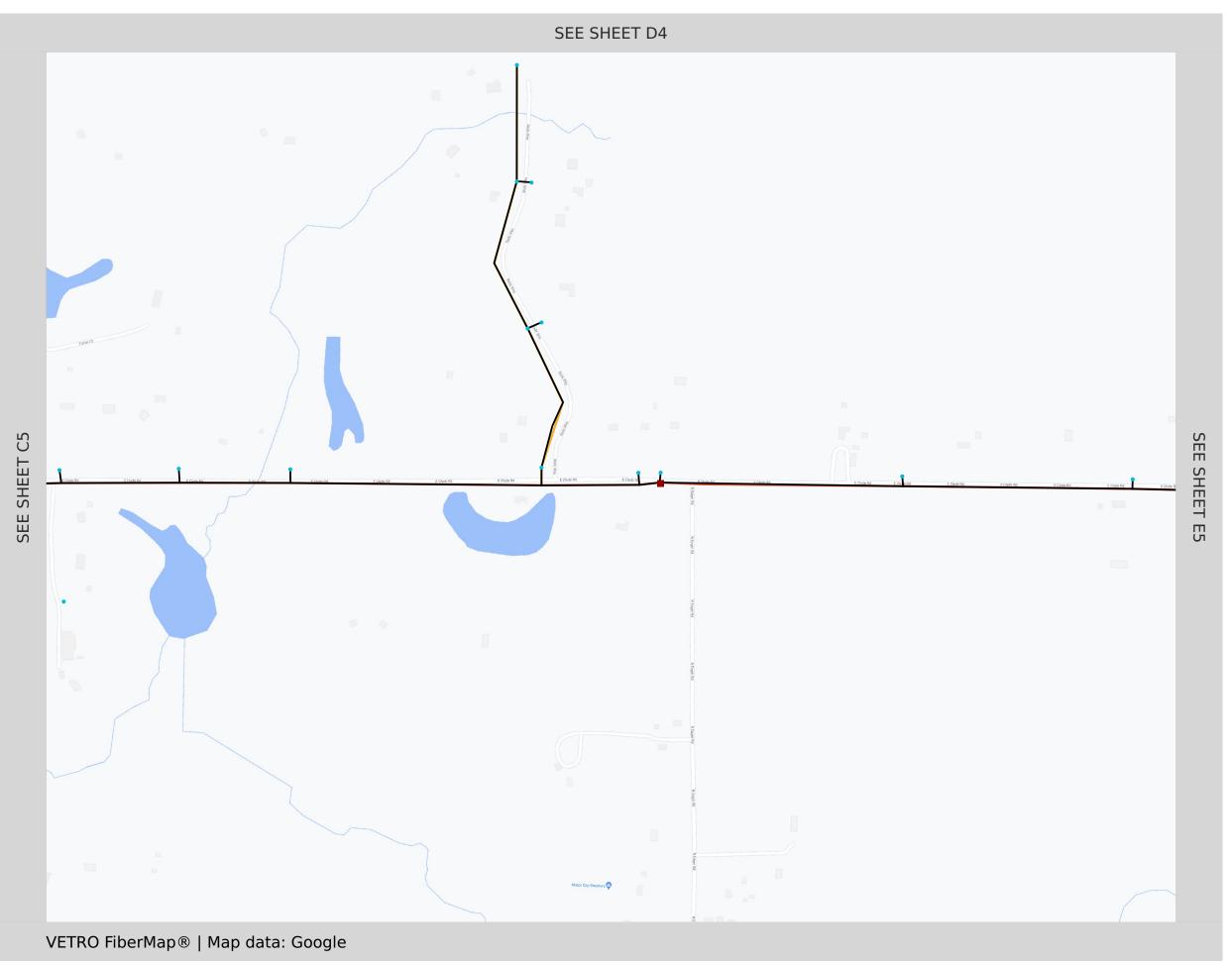
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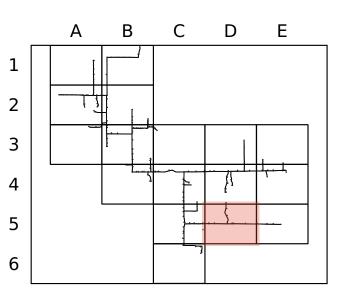
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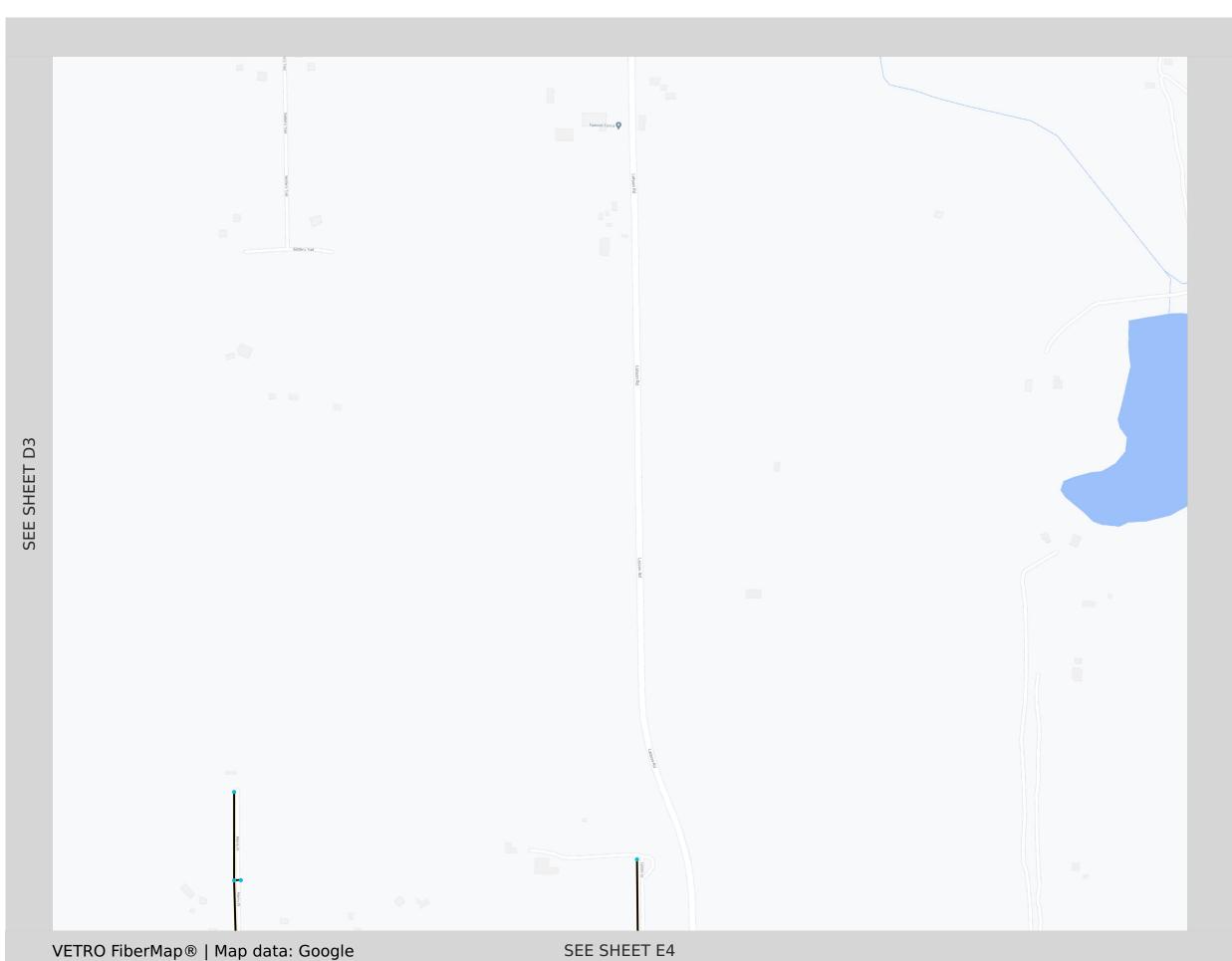
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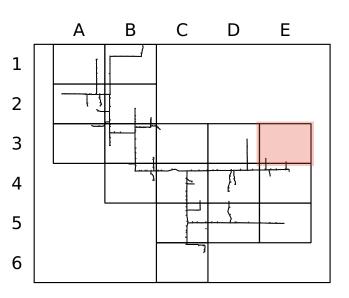
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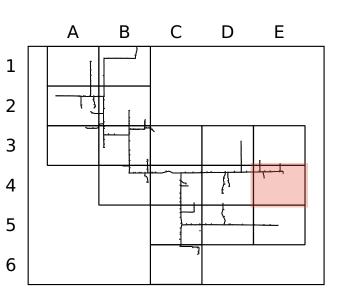
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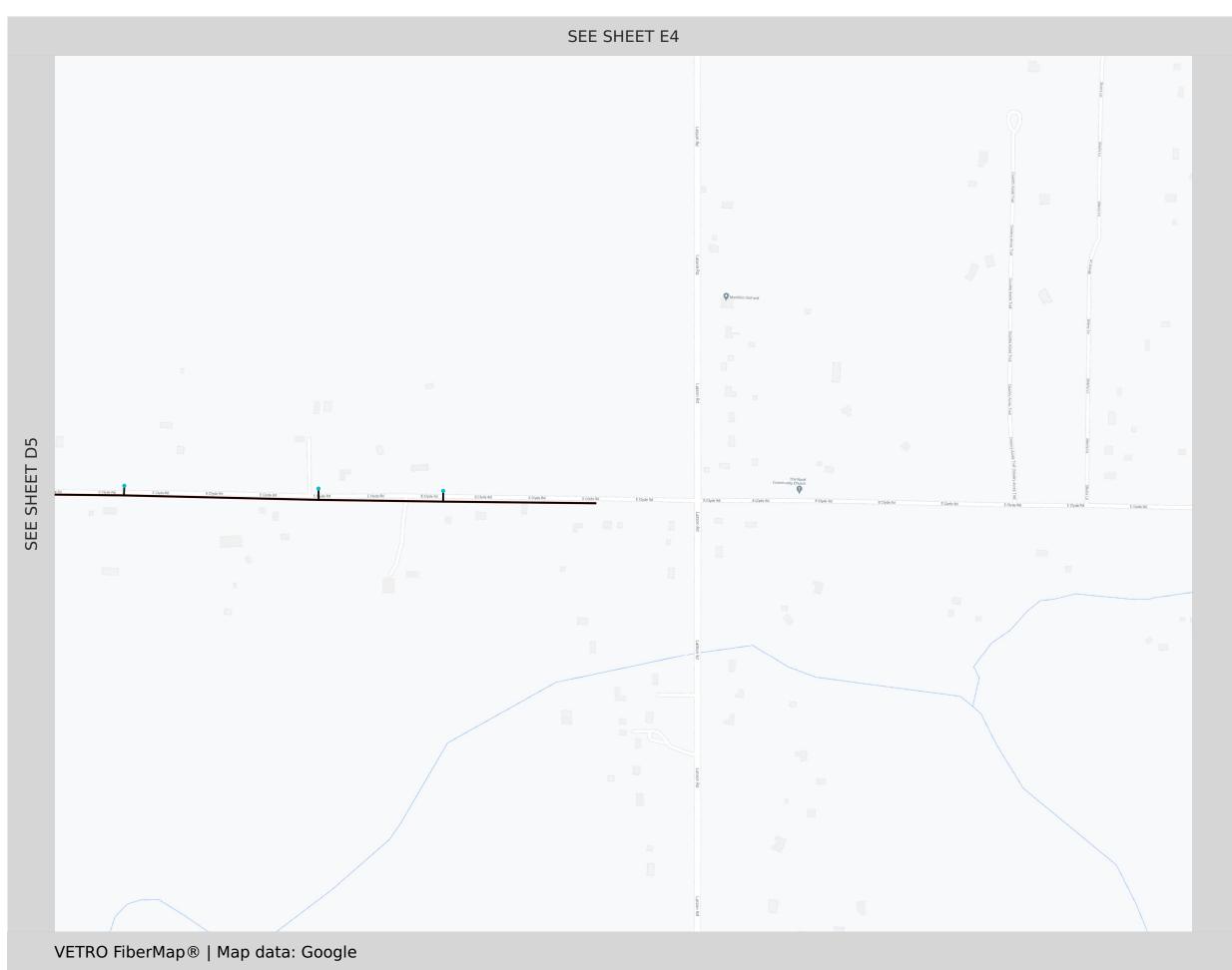
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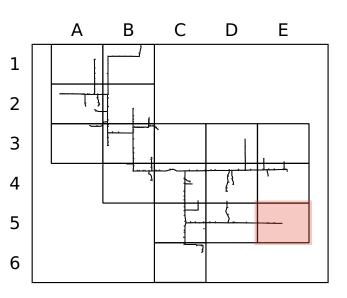
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