

BLOUNT COUNTY  
PIPE OR CULVERT PERMIT

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Mail completed application to:  
Blount County Engineer  
P.O. Box 731  
Oneonta, AL 35121

For Office Use Only:  
PERMIT APPROVAL BY COUNTY ENGINEER:

Permit No. \_\_\_\_\_  
County Road \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Pipe Size \_\_\_\_\_

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To Be Completed by Applicant: *FILL OUT THE BLANKS BELOW:*

Name of APPLICANT \_\_\_\_\_

Physical Address of New Driveway \_\_\_\_\_

OR If Address Is **Not Known** Please Give Directions: \_\_\_\_\_

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(Also complete the appropriate blanks on the last page.)

The APPLICANT hereby requests permission of the Blount County Commission to permit APPLICANT to construct a turnout to the County Road above noted and agrees with the Blount County Commission that upon approval of this request by the Blount County Commission, the permission for the APPLICANT to construct, maintain and/or use such turnout shall be subject at all times to revocation by the Blount County Commission, and the permission to construct, maintain and/or use the turnout by the APPLICANT, shall be especially subject to the following terms and conditions as respectively applicable, and that such permission will be revoked or denied by the Blount County Commission at any time the APPLICANT fails to comply with any such term or condition hereinafter stated:

1. The turnout shall be in compliance with applicable provisions of Section VI of the Blount County Subdivision Regulations, Alabama Department of Transportation current highway design standards, and with the drawing(s) attached hereto. (Information is available from the County Engineer to assist APPLICANT in this regard.)
  
2. The access turnout will be constructed in such a manner that no damage will be occasioned to the County Road, and no hazard to the traveling public will be created.

3. The APPLICANT is not granted any right, claim, or control over any part of the highway right-of-way. The APPLICANT is not permitted to use the access turnout or adjacent highway right-of-way for any purpose other than for highway access and for maintenance of the access turnout. All structures, including gas pumps, tanks, sheds, signs, etc., must be placed beyond the right-of-way and in no way encroach thereon.

4. The Clean Water Act, 1987, and the Alabama Nonpoint Source Management Program, 1989, are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), (latest edition), for both installation and maintenance of permitted facilities.

5. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

6. The APPLICANT will maintain, and keep in satisfactory condition, at the sole cost and expense of the APPLICANT, any drainage structure(s) that may be necessary in connection with this turnout and keep same cleaned at all times.

7. If it becomes necessary to remove and/or reconstruct this access turnout, the Blount County Commission or its Contractors have the right to remove and/or reconstruct said turnout without any payment whatsoever to the APPLICANT.

8. The APPLICANT will not make additions to or otherwise modify the access turnout after its completion without obtaining a new permit from the Blount County Commission. This stipulation applies to the turnout itself and adjacent highway right-of-way.

9. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Blount County Commission for a period of one year from the acceptance by the County Commission of the work applied for by APPLICANT.

10. The APPLICANT will file with the Blount County Commission an acceptable certified check or bond in the penal amount of \$     -0-     to guarantee the faithful performance of this permit in its entirety. Upon satisfactory completion and acceptance of all the work provided for in the permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the County as a result of the bond, will be applied to complete and fulfill the permit contract terms.

11. During construction of this turnout, traffic control devices shall be used in accordance with the national Manual on Uniform Traffic Control Devices.

12. Nothing in this permit shall be construed to permit violation of the denial of access as indicated on the recorded right-of-way maps relating to the highway in the work area provided for hereinunder, which maps are of record within the Blount County Engineer's Office.

13. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless Blount County, the Blount County Commission, and their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by APPLICANT or anyone for whose acts APPLICANT may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages on behalf of Blount County, the Blount County Commission, and their agents and employees.

14. Under all conditions, a slope of not less than 1/2" per foot will be maintained from shoulder line to a point in line with typical ditch section on both sides of turnout. The slope from this point to right-of-way limits may vary according to section desired by property owner.

15. In no case shall post development drainage from beyond the right-of-way limits, directed toward the roadway, be greater than the pre-construction runoff.

16. This permit terminates one year from its date and all construction, work and activity provided for must be completed within such one year period. Once work is begun on the turnout, the APPLICANT shall pursue the work continuously and diligently until completion.

17. The decision of the Blount County Commission will be final on any question that may arise hereunder and concerning any work performed or to be performed pursuant hereto.

*FILL OUT THESE BLANKS:*

\_\_\_\_\_  
Name of APPLICANT

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

*AFTER THE APPROVED  
PERMIT IS RETURNED  
TO YOU, PURCHASE YOUR  
PIPE, THEN CALL YOUR  
COMMISSIONER TO  
INSTALL PIPE:*

District One:  
205-288-2513

District Two:  
205-429-5155

District Three:  
205-288-0616

District Four:  
205-625-3473

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**For Office Use Only:**

APPROVED:

BLOUNT COUNTY COMMISSION  
ACTING BY AND THROUGH THE  
COUNTY ENGINEER

BY: \_\_\_\_\_  
County Engineer

DATE: \_\_\_\_\_