

DATE RECEIVED _____

**BLOUNT COUNTY
ACCESS PERMIT**

Mail completed application to:

Blount County Commission
220 2ND Ave. E. Room 106
Oneonta, AL 35121

For Office Use Only:

County Road: _____
Permit No. _____
Date: _____
Pipe Size: _____

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

Name of property owner (aka "the APPLICANT") _____

Physical Address of New Driveway or Turnout _____

OR specific Directions to Location If Address Is Not Known: _____

Comments: _____

NOTE: AS OF FEBRUARY 1, 2018, IT IS THE OFFICIAL POLICY OF THE BLOUNT COUNTY COMMISSION NOT TO INSTALL OR BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE OR CARE FOR TURNOUTS OR ACCESSES, OR FOR ANY PIPING RELATED TO THOSE TURNOUTS OR ACCESSES, FROM PRIVATE PROPERTY ONTO COUNTY RIGHTS-OF-WAY. ANY PRIVATE PROPERTY OWNER SEEKING A LICENSE TO ACCESS A COUNTY RIGHT-OF-WAY IS SOLELY RESPONSIBLE FOR THE RELATED COSTS, MAINTENANCE AND PROPER INSTALLATION OF ANY TURNOUT INTO A PUBLIC COUNTY RIGHT-OF-WAY ALLOWED BY THIS PERMIT. ANY APPLICANT ALLOWED TO CREATE SUCH A TURNOUT AND/OR ACCESS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT WHICH MAY BE RECORDED AS A BINDING OBLIGATION OF THE CURRENT AND THE FUTURE PROPERTY OWNER SO LONG AS THE SUBJECT TURNOUT AND/OR DRIVEWAY EXISTS IN RELATION TO THE SUBJECT PROPERTY.

The APPLICANT hereby requests permission of the Blount County Commission to permit APPLICANT for a License to construct and to forever maintain a turnout to the above noted County Road and agrees with the Blount County Commission that upon in the event of 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, and that such License 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 APPLICANT agrees to purchase, if required, a galvanized metal pipe, double wall plastic (HPDE), or reinforced concrete pipe at least as large in size and shape as noted above in order to construct the turnout. The length of pipe covered by this permit shall not exceed forty (40) feet.
2. Upon purchase of the pipe, the APPLICANT shall contact the County Commissioner of their District to provide the name and address of the contractor hired by the APPLICANT to have the pipe installed. (Contact information is provided on last page of this permit). All additional road building material required to construct and to maintain the access turnout will be the responsibility of the APPLICANT.

3. The turnout shall be in compliance with applicable sections of Article V of the Blount County Subdivision Regulations in the discretion of the County Engineer or his designee. (Information is available from the County Engineer to assist APPLICANT in this regard.)

4. The access turnout will be constructed in such a manner that no damage will be occasioned to the County Road and/or right-of-way, and no hazard to the traveling public will be created.

5. The APPLICANT hereby acknowledges and understands that they are not granted any right, claim, or control over any part of the County right-of-way and that the approval granted by this document is simply a License to utilize only the subject area necessary and approved for access to the APPLICANT property. 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, shall in no way encroach thereon, and shall provide adequate setback distance from the right-of-way depending on the nature of the subject use.

6. 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.

7. 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.

8. If hazardous material is encountered in the execution and/or fulfillment 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.

9. 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.

10. If it becomes necessary to remove and/or reconstruct this access turnout in the sole discretion of the County Engineer, upon notice, the APPLICANT at their own expense will be provided a definitive amount of time to make such repair and to perform the subject construction not to exceed thirty (30) days. In the event the APPLICANT fails or refuses to make such repair, the Blount County Commission and/or its Contractors shall have the right to access the full area necessary to remove and/or reconstruct said turnout and/or piping without any payment whatsoever to the APPLICANT and at the sole expense of the APPLICANT.

11. In the event that the APPLICANT fails and/or refuses to cause the required repairs and construction to occur and the County Commission then causes said work to be performed, the APPLICANT shall be required to submit full payment to the County within thirty (30) days from invoice. In the event that the APPLICANT fails or refuses to submit said full payment as required, then the APPLICANT hereby agrees that the County Commission shall have an immediate lien on

the APPLICANT'S subject property, in the amount of the full repair including associated costs, without and additional prior notice of such lien attaching to said property, and the County Commission is hereby allowed to file such lien in the Office of the Probate Judge of Blount County.

12. 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 to the adjacent highway right-of-way.

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

14. 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 the 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 indemnify and pay damages on behalf of Blount County, the Blount County Commission, and their agents and employees.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) received issued by ADEM upon receipt of the APPLICANT's Notice of Registration. This will assure compliance with Phase II of the storm water construction requirements. In the event a NOR is not required, APPLICANT may be required to submit to the County, through the County Engineer, a Best Management Practices (BMP) plan to control sediment run-off at the sole discretion of the County Engineer.

16. In the event that the County is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fine, assessments, etc. that may be issued to the County by ADEM/EPA.

17. All authorized construction, work and activity must be completed within a one year period. Once the authorized work has begun on the turnout, the APPLICANT shall pursue the work continuously and diligently until completion.

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

In Witness Whereof, the parties hereto have caused this agreement to be executed by their respective officers, officials, and persons thereunto duly authorized to be effective on the day and year stated below.

FILL OUT THESE BLANKS:

Signature of Property Owner

Mailing Address

E-mail

Telephone Number

District One:
205 288 2513

District Two:
205 429 5155

District Three:
bcdistrict3@blountcountyal.gov

District Four:
205 625 3473
(Leave message on machine)

For Office Use Only:

APPROVED:
BLOUNT COUNTY COMMISSION

BY: _____
Commissioner

DATE: _____