

**DALE COUNTY COMMISSION
SPECIAL PERMIT AGREEMENT FOR
INSTALLATION OF UTILITIES ON HIGHWAY RIGHTS-OF-WAY**

Permit No _____
County Road _____
Accommodation at Station _____ to _____
_____ ft. _____ of nearest intersection
of County Road _____ and _____

THIS AGREEMENT is entered into this the _____ day of _____, 20____,
by and between the Dale County Commission acting by and through its County Engineer hereinafter
referred to as the COUNTY and _____ hereinafter referred to as
the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway
right-of-way in Dale County, Alabama, on the county road designated as _____,
and consisting approximately of the following:

WHEREAS, the County hereby grants to the APPLICANT permission to cross or locate its
facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with
plans and specifications of APPLICANT as approved by the County so as not to interfere with the
maintenance of the highway, which plans are made a part hereof by reference. In the event of conflict
with future construction or maintenance, the APPLICANT (owner) shall relocate the facilities at no cost
to the County. The County shall not be liable for any damages or losses due to damages to the facility by
the County in performing routine maintenance. A sketch showing proposed location of the facility on the
County rights-of-way shall be submitted to the County before a permit is issued.

2. In the installation of facilities and performing work under this agreement, the
APPLICANT will conform to the provisions of the latest edition of the Alabama Department of
Transportation Utility Manual, which manual is of record in the County Engineer's office and is hereby a
part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a
part hereof by reference and will be conformed to as the provisions thereof are applicable to such work.
Such Manual is of record in the County Engineer's office at the execution of this Agreement.

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.

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 such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama 6-5-332.1 (a) (2) (1993 Repl Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to 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 materials encountered.

6. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

7. The APPLICANT will file with the County an acceptable certified check or bond in the penal amount of \$ NO FEE to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this 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.

8. APPLICANT will have a copy of this Agreement on the project site at all times work is being performed.

9. This Agreement does not constitute or grant to the APPLICANT any right, title, property interest, claim or control in or to any part of the highway right-of-way.

10. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

11. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the 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 County for a period of one year from acceptance by the County of the completion of work applied for by APPLICANT.

12. After permit has been issued, the APPLICANT shall notify the County Engineer's office a minimum of 24 hours in advance of actual utility installation.

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 first above stated.

(Legal Name of Applicant)

WITNESS:

(Signature and Title)

By: _____
(Typed or Printed Name)

(Address)

(Telephone)

RECOMMENDED FOR APPROVAL:

DALE COUNTY COMMISSION
ACTING BY AND THROUGH ITS
COUNTY ENGINEER

By: _____
County Inspector

By: _____
County Engineer