

Baldwin County Highway Department

Permit No.	14054-S
District	2
Township	5S
Range/Section	2E
Type	Sewer

**PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND
RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY**

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this the 14 day of May 2014, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as "COUNTY") AND Baldwin County Sewer Service, (hereinafter referred to as the "UTILITY").

WITNESSETH

WHEREAS, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

WHEREAS, the project subject hereto and contained herein is hereby described, designated and/or entitled as **Plantation Estates SFM Extension. Extending a 3" HDPE SFM along the North side of Plantation Dr. approximately 1,800LF, and along the East side of Lakeview Dr. approximately 1,000LF. The extension will begin at the beginning of county ROW on Plantation Dr., and end at 10333 Plantation Dr. on Plantation Dr. and 28042 Lakeview Dr. on Lakeview Dr. This extension will be bored.**

and;

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

NOW THEREFORE, be it agreed as follows

STANDARD UTILITY PERMIT APPLICATION

ARTICLE I County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time,

ARTICLE IV Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Storm water Permitting Requirements if applicable.

STANDARD UTILITY PERMIT APPLICATION

If registration of the project with ADEM is not required, under current storm water Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (Baldwin County Commission as "Certificate Holder" *only*)
- E. Construction Schedule
- F. *Bond*

STANDARD UTILITY PERMIT APPLICATION

County and Utility Company jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$~~15,000~~ made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

- A. Buried Cable
 - 1. Crossing \$5,000
 - 2. Parallel, Trench \$5,000 per mile
 - 3. Parallel, Direct Burial \$2,000 per mile

- B. High-pressure, gas pipelines
 - 1. Crossing highway
 - I. 8-inch diameter and smaller \$10,000
 - II. 10 through 16-inch diameters \$25,000
 - III. Larger than 16 inches \$50,000
 - 2. Parallel to highway
 - I. 8-inch diameter and smaller \$5,000 per mile
 - II. 10 through 16-inch diameters \$25,000 per mile
 - III. Larger than 16 inches \$20,000 per mile

- C. Low-pressure water, sewer, and gas pipelines
 - 1. Crossing highway \$5,000
 - 2. Parallel to highway \$5,000 per mile

- D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of the County

- E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

ARTICLE XII Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

STANDARD UTILITY PERMIT APPLICATION

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County right-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

ARTICLE XIV Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof, are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- 13. A telephone number where utility company can be reached by phone, and;
- C. The distance from ped or pole to existing buried line, and;
- D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to re-seeding with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX Non- Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or Omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX Mandatory Time of Contact

Utility agrees to place calls, for construction, to County at least 24 hours prior to construction and upon completion.

ARTICLE XXI Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXII Additionally Agreed Upon Provisions (if any)

STANDARD UTILITY PERMIT APPLICATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY:

Vernon J. Kame 8-19-14
Authorized Representative Date
Baldwin County Highway Department

Seth Peterson 8-19-14
Permit Manager Date
Baldwin County Highway Department

Cal Markat 8/19/14
County Engineer Date
Baldwin County Highway Department



8/19/14
Chairman Date
Baldwin County Commission

BALDWIN COUNTY HIGHWAY DEPARTMENT
UTILITY PERMITS
PO Box 220
Silverhill, AL 36576
251-972-6831, phone
251-972-6832, fax

APPLICANT:

BY Richie Barnett
SIGNATURE

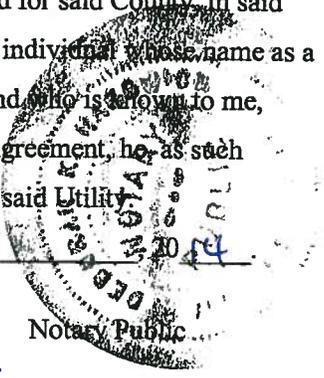
Richie Barnett
TYPED OR PRINTED NAME
BCSS
UTILITY COMPANY (IF APPLICABLE)

14747 Underwood Rd.
ADDRESS:
Summerdale, AL 36580
251-971-3022
PHONE NUMBER

22nd day of May 2014
Given under my hand and official seal, this the

I, Deborah K. Hardwick, a Notary Public in and for said County, in said State, hereby certify that Richie Barnett, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

Deborah K. Hardwick
Notary Public
7-7-14



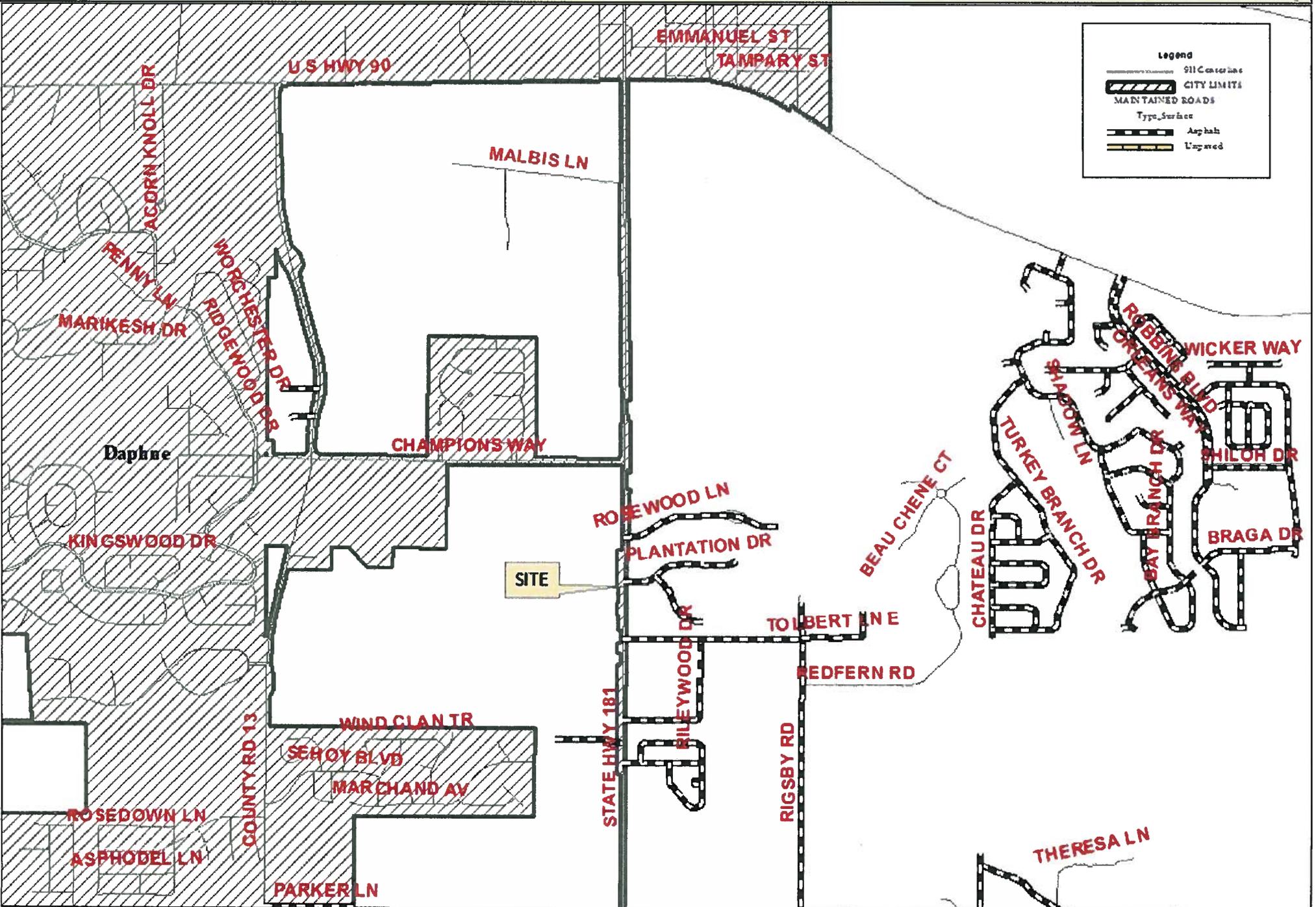


Permit #14054-S - Baldwin County Sewer Service- Vicinity Map



Legend

- 911 Centerline
- ▨ CITY LIMITS
- MAINTAINED ROADS
- Type, Surface
- Asphalt
- Unpaved





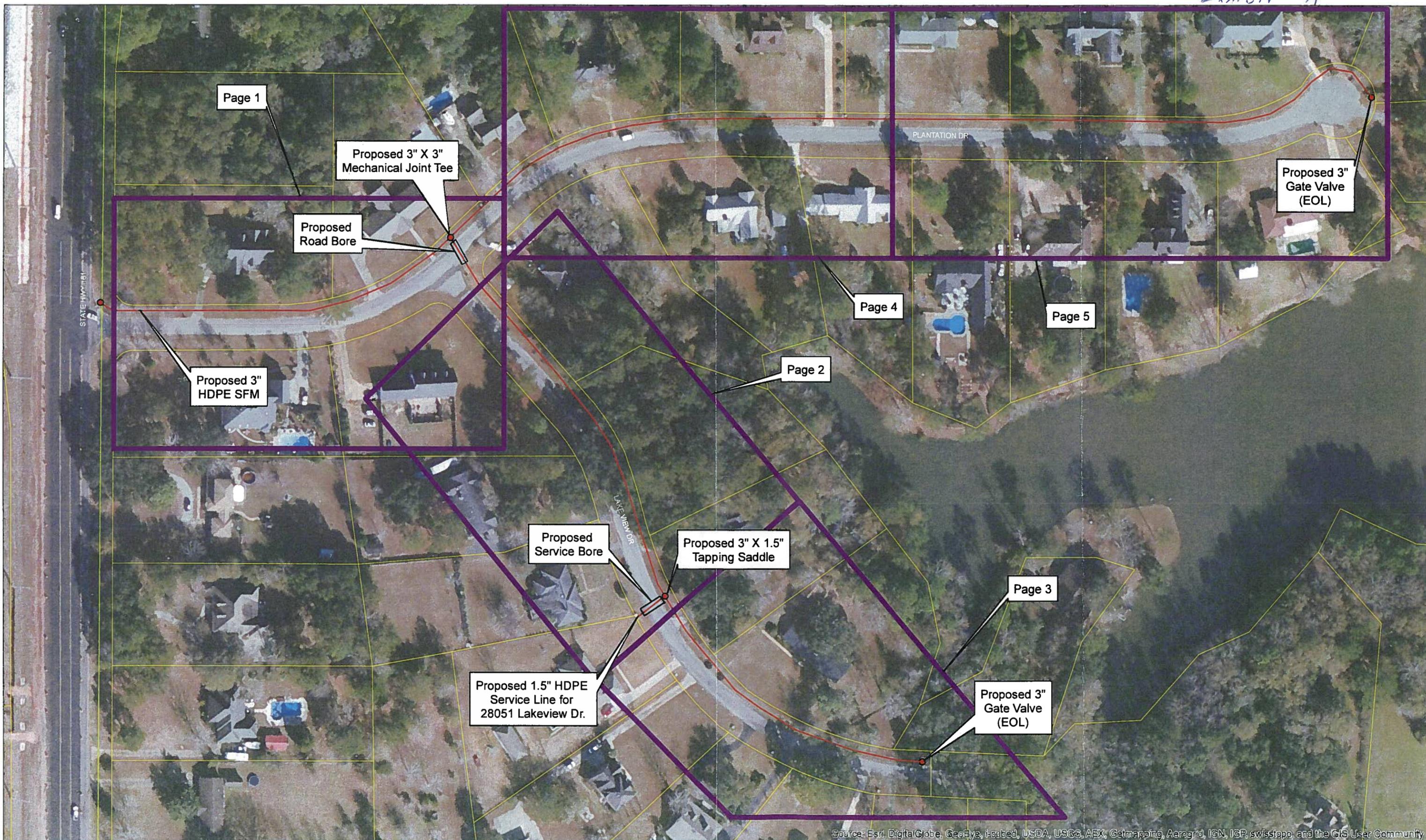
Permit #14054-S - Baldwin County Sewer Service- Site Map



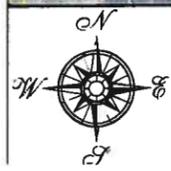
All sewer line will be directionally bored

Legend

- GSI Centerline
- SEWER
- CITY LIMITS
- MAINTAINED ROADS
- Type Surface
 - Asphalt
 - Unpaved



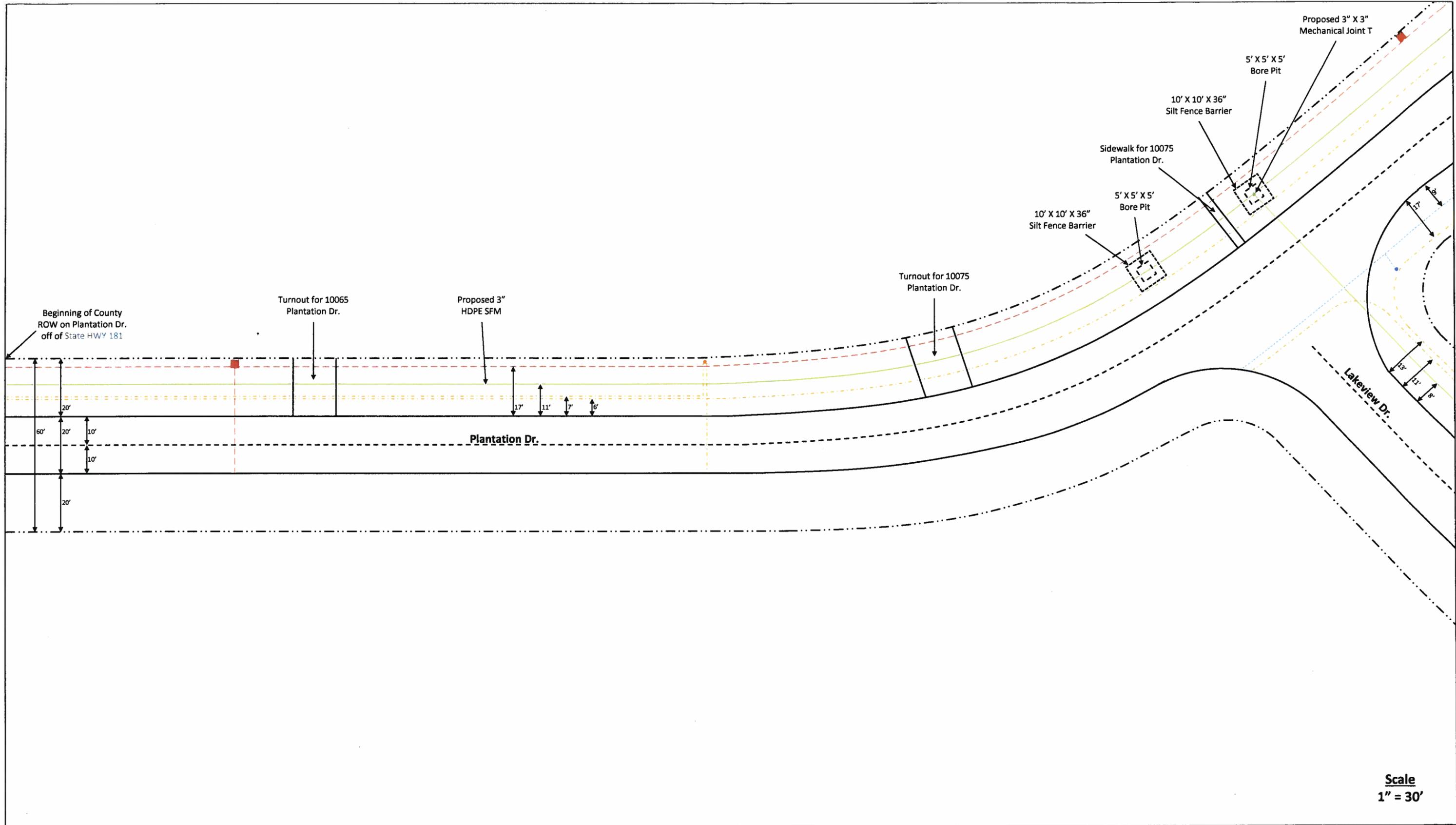
Source: Esri, DigitalGlobe, GeoEye, iSat, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Plantation Estates 3" SFM Extension



Plan View



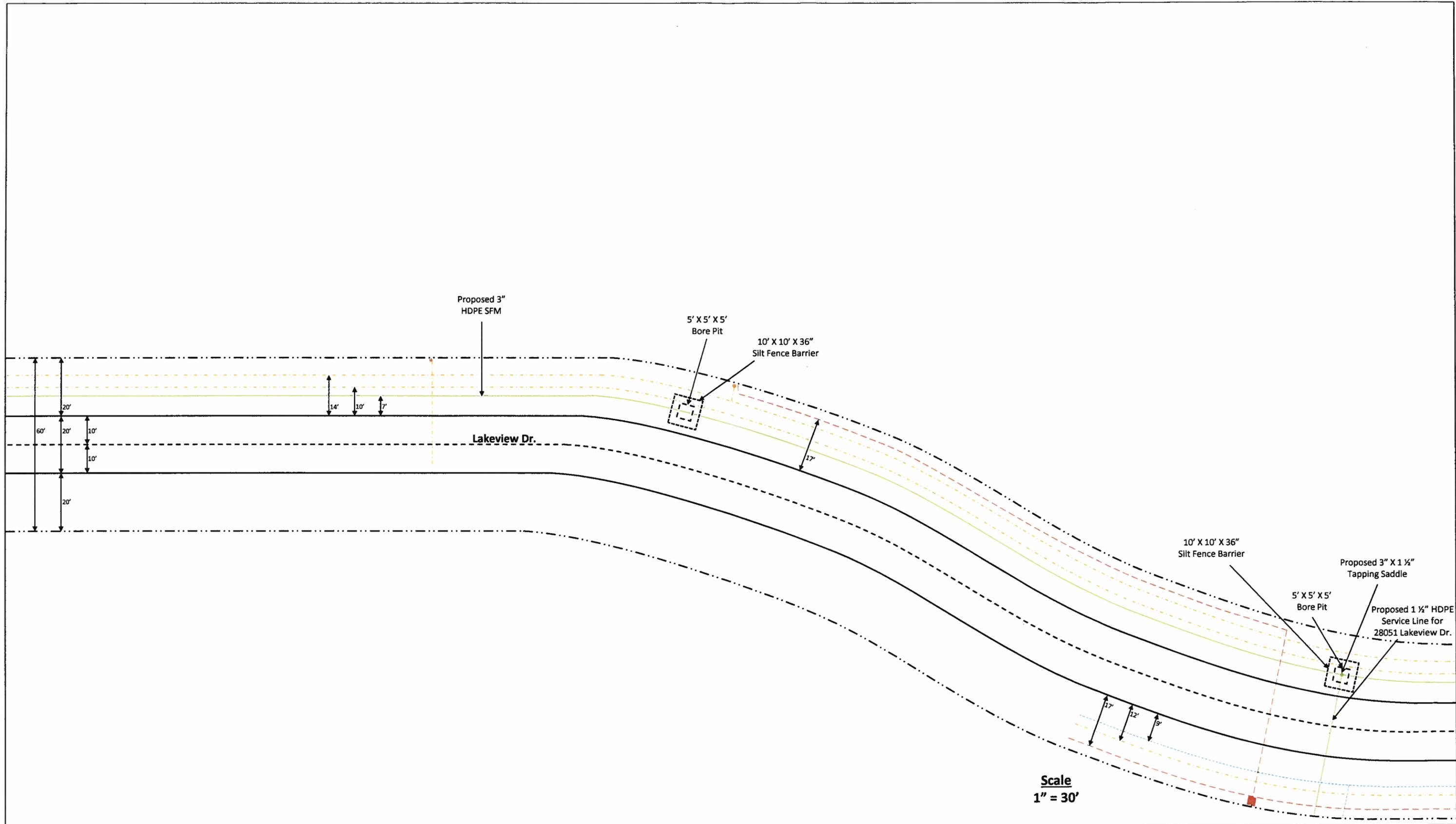
Scale
1" = 30'

Legend	
Existing Sewer -	-----
Gas -	-----
Water -	-----
Communication -	-----
Power -	-----
Right of Way -	-----
Edge of Pavement -	-----

Plantation Estates 3" SFM (Page 1)



Plan View

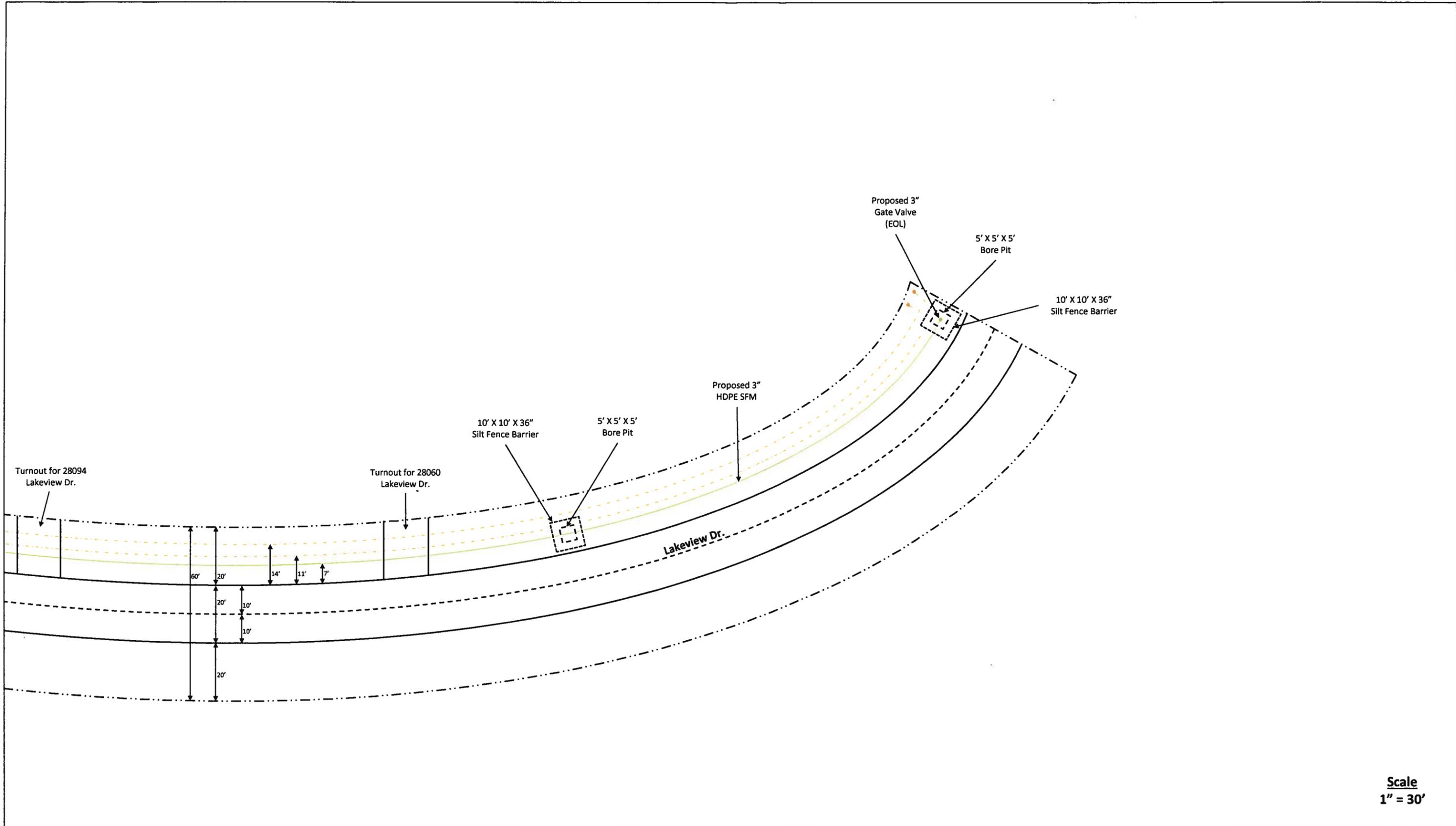


Legend	
Existing Sewer -	-----
Gas -	-----
Water -	-----
Communication -	-----
Power -	-----
Right of Way -	-----
Edge of Pavement -	-----

Plantation Estates 3" SFM (Page 2)



Plan View



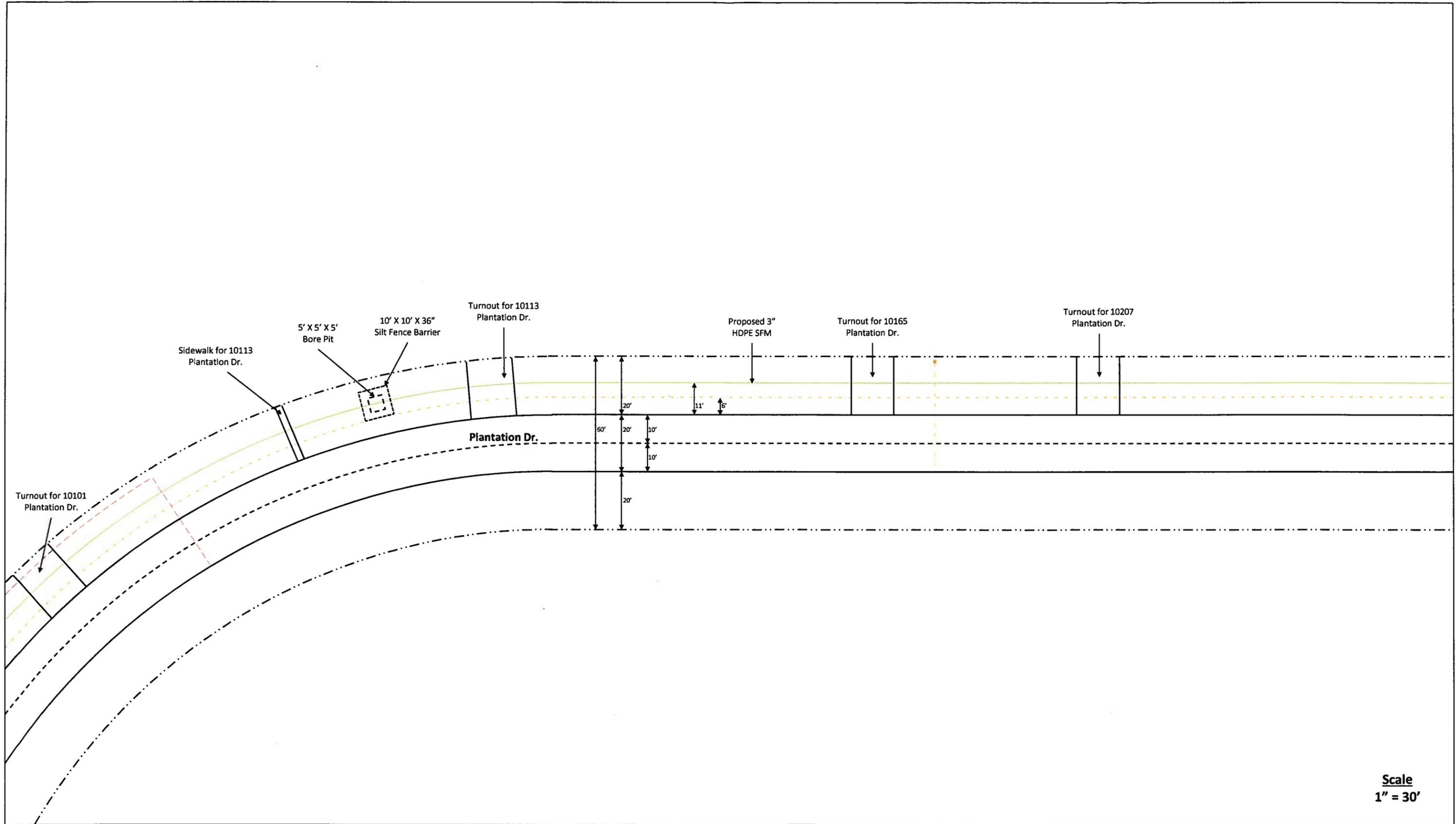
Scale
1" = 30'

Legend	
Existing Sewer -	--- (dashed green line)
Gas -	--- (dashed yellow line)
Water -	--- (dashed blue line)
Communication -	--- (dashed orange line)
Power -	--- (dashed red line)
Right of Way -	- - - - (dash-dot black line)
Edge of Pavement -	— (solid black line)

Plantation Estates 3" SFM (Page 3)



Plan View



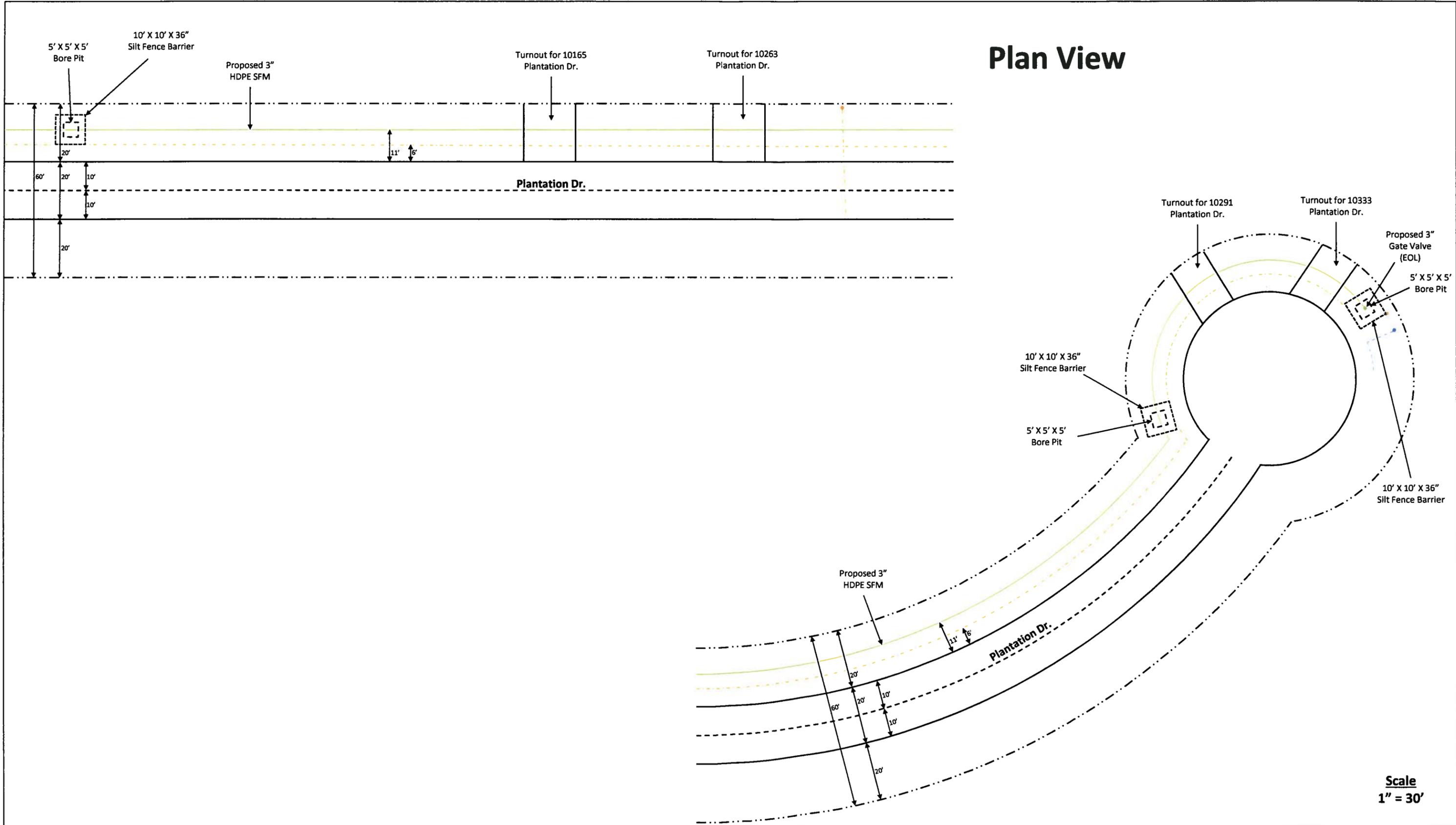
Scale
1" = 30'

Legend	
Existing Sewer -	
Gas -	
Water -	
Communication -	
Power -	
Right of Way -	
Edge of Pavement -	

Plantation Estates 3" SFM (Page 4)



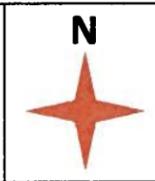
Plan View



Scale
1" = 30'

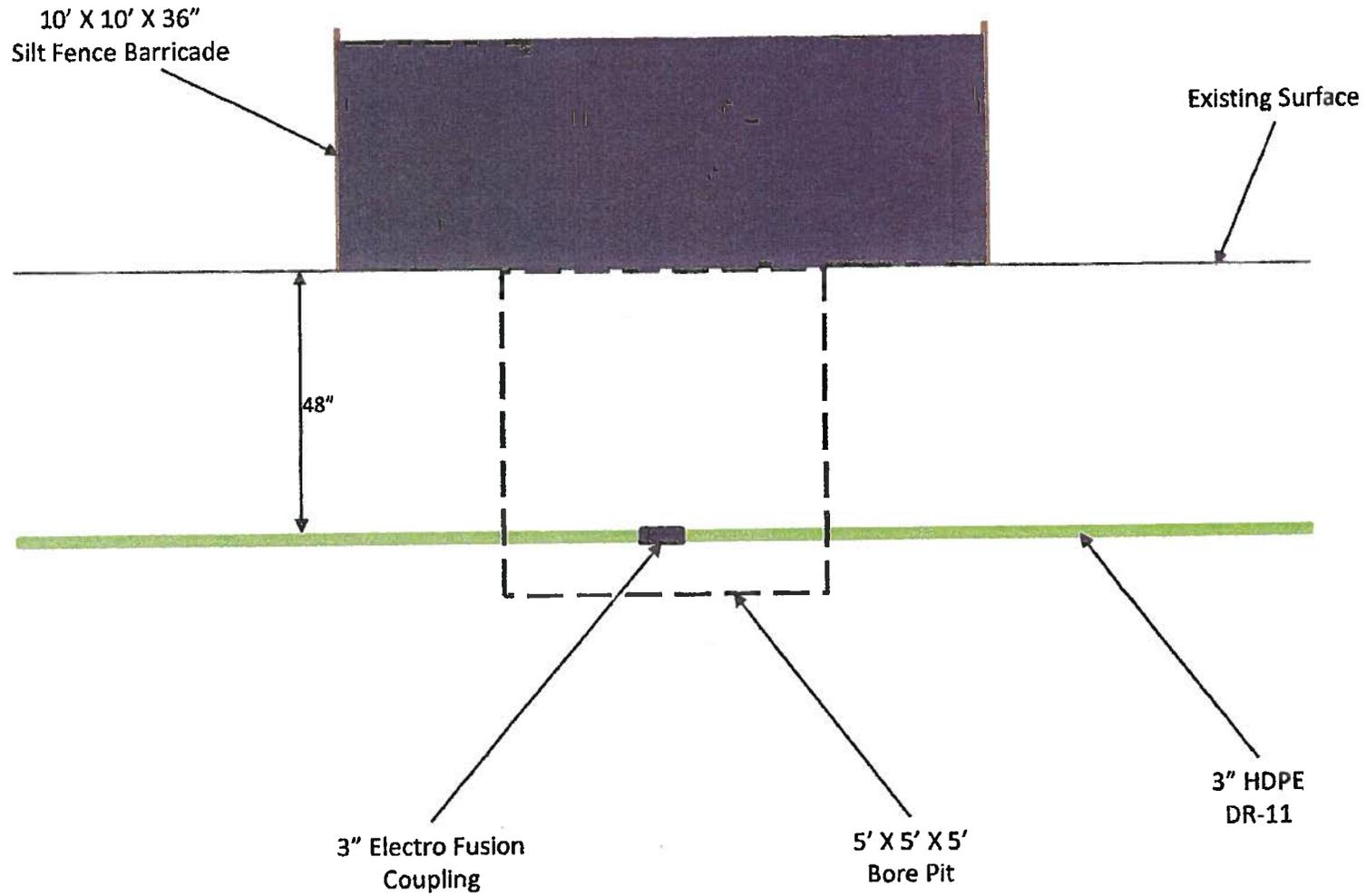
Legend	
Existing Sewer -	--- (dashed green)
Gas -	--- (dashed yellow)
Water -	--- (dashed blue)
Communication -	--- (dashed orange)
Power -	--- (dashed red)
Right of Way -	--- (dotted black)
Edge of Pavement -	--- (solid black)

Plantation Estates 3" SFM (Page 5)



Cross Section Profile of Bore Pit / Tie In

Side View



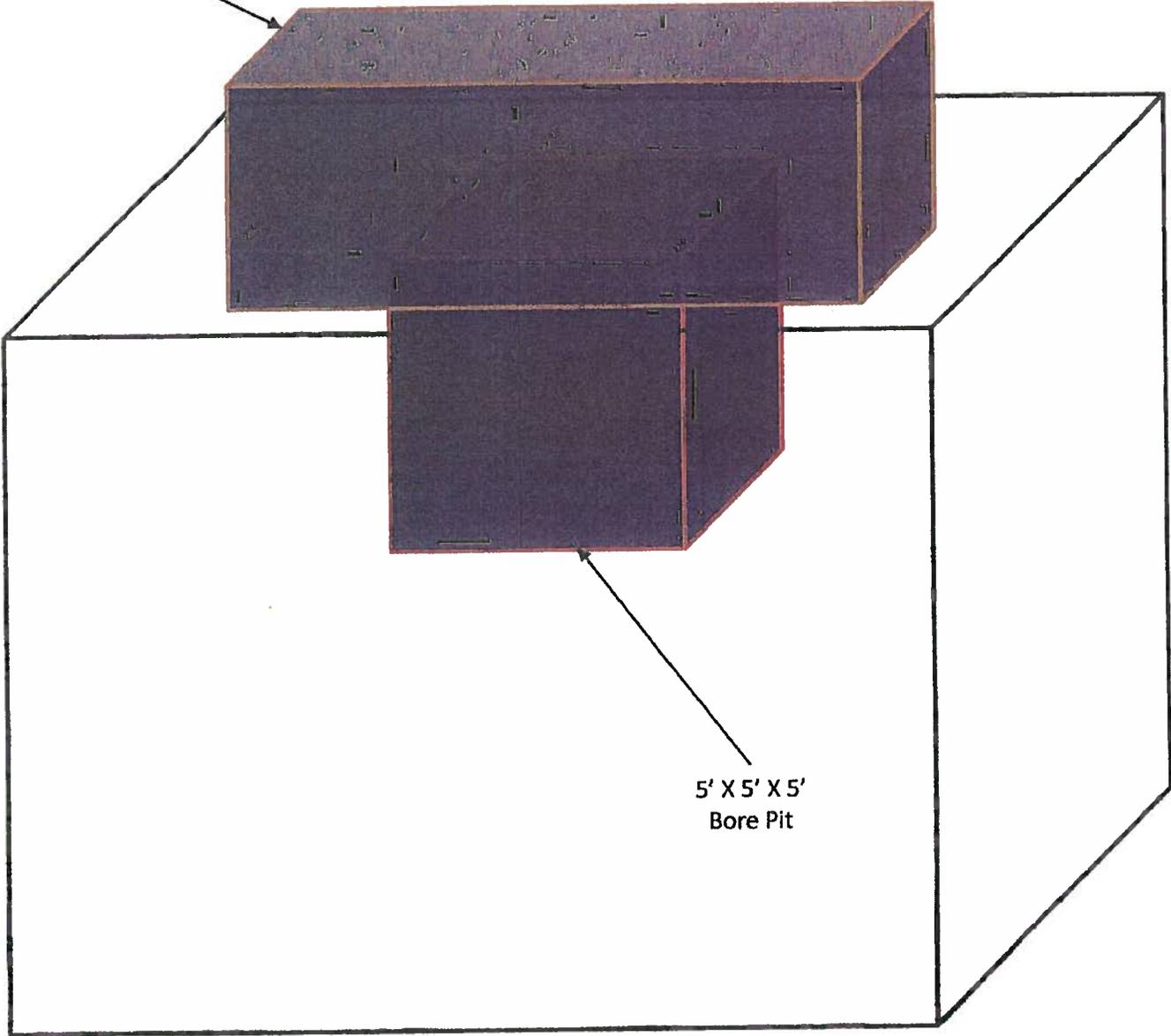
Notes:

- Bore Pits / Tie Ins will be sodded
- Sprinkler systems to be repaired if broken

Cross Section Profile of
Bore Pit / Tie In

3D View

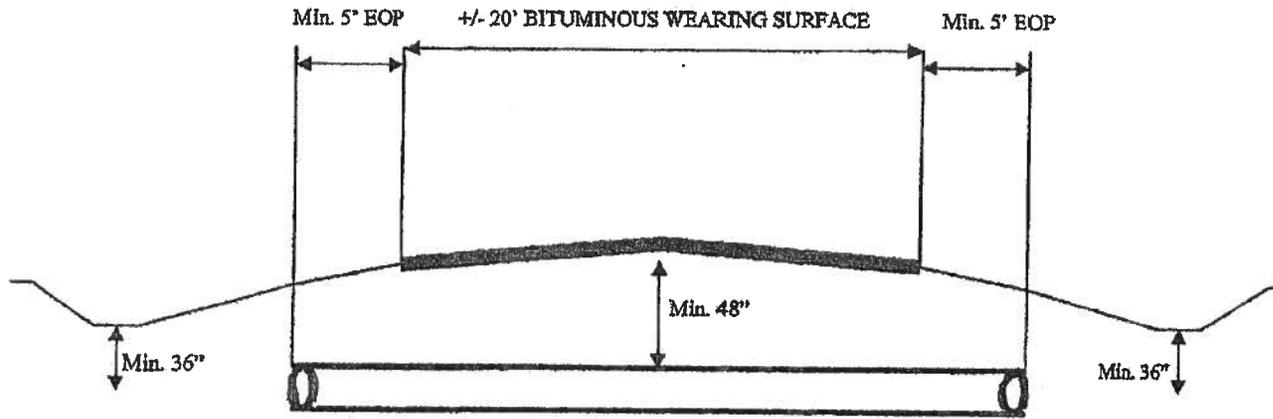
10' X 10' X 36"
Silt Fence Barricade



5' X 5' X 5'
Bore Pit

Typical Bore Detail

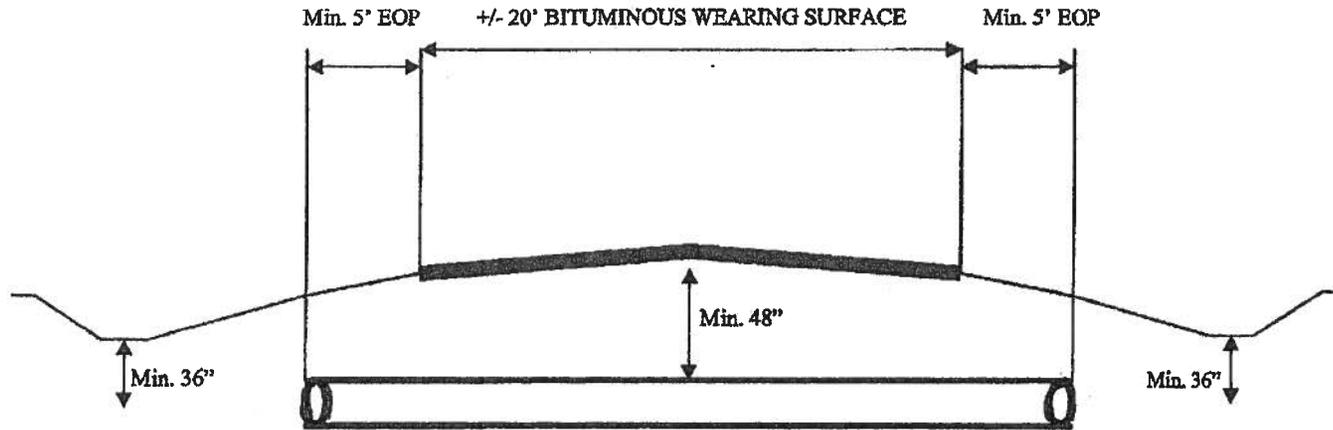
1 1/2" HDPE
DR-9



Bore detail for Lakeview Dr
(County Road name)

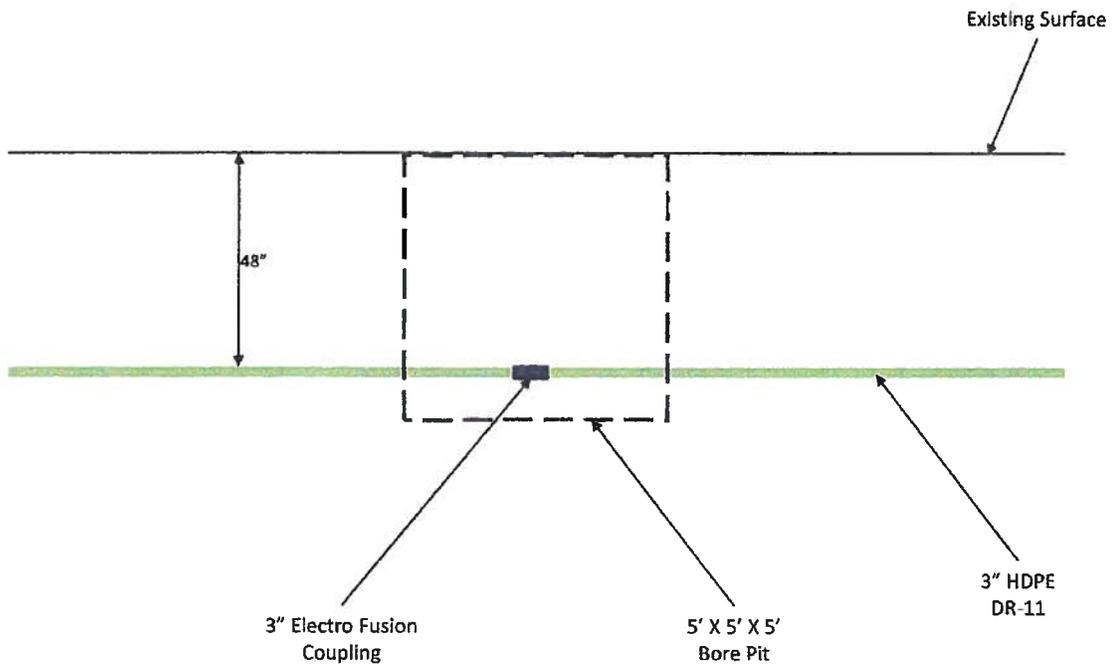
Typical Bore Detail

3" HDPE
DR-11
Max PSI 200



Bore detail for Plantation Dr.
(County Road name)

**Cross Section Profile of
Bore Pit / Tie In**



Note:
Bore Pits / Tie Ins to be landscaped

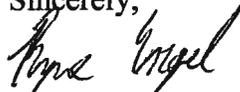
April 28, 2014

Baldwin County Highway Department
Permit Division
Central Annex II
22070 HWY 59
Robertsdale, AL 36567

RE: Plantation Estates SFM Extension

We have reviewed and understand the Alabama Department of Environmental Management's NPDES storm water permitting regulations. We hereby certify that the referenced project does not warrant registration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryne Engel".

Ryne Engel

BCSS

Project Supervisor

April 28, 2014

Baldwin County Highway Department
Permit Division
Central Annex II
22070 HWY 59
Robertsdale, AL 36567

Re: Plantation Estates SFM Extension

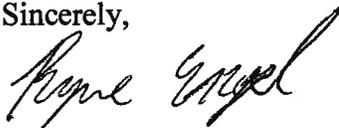
Dear Commissioners,

Baldwin County Sewer Service L.L.C. is aware of the installation of a 3" sewer force main line along the North side of Plantation Dr. and East side of Lakeview Dr. to service residents in the area. This project will connect to an existing sewer line currently maintained by Baldwin County Sewer Service, LLC and the sewage conveyed will be treated at the permitted Wastewater Treatment Facility located at 12840 U.S. Hwy. 90; Daphne, AL 36526. This facility has the capacity and capabilities to treat the additional sewage.

Baldwin County Sewer Service, LLC will accept this line for maintenance upon completion of utility installation.

If you have any questions or would like to review this matter further please contact our office at (251)971-3022

Sincerely,



Ryne Engel
BCSS
Project Supervisor

April 28, 2014

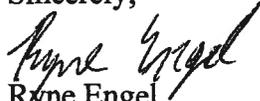
Baldwin County Highway Department
Permit Division
Central Annex II
22070 Hwy. 59
Robertsdale, AL 36567

Re: Plantation Estates SFM Extension

Dear Vince,

Baldwin County Sewer Service, LLC respectfully requests a right of way permit for a Sewer Force Main installation in accordance with the following permit application. Construction should begin upon approval of the right of way permit. Construction is estimated at lasting 1 month. If you have any questions, please do not hesitate to call. Thank you for your assistance in this matter.

Sincerely,


Ryne Engel
BCSS
Project Supervisor

BOND

BOND NUMBER [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

THAT Baldwin County Sewer, LLC _____,
as Principal, and Western Surety Company _____ as
Surety, are held and firmly bound unto BALDWIN COUNTY COMMISSION,
BALDWIN COUNTY ALABAMA, as Obligeo, in the full and just sum of the actual cost
as hereinafter set forth not to exceed the penal sum of \$15,000 _____
Dollars, lawful money of the United States, for the payment of which sum, well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

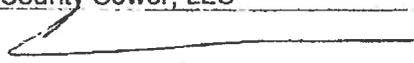
WHEREAS, the said Principal has this date entered into a permit agreement with the
BALDWIN COUNTY COMMISSION through The Baldwin County Engineer for
installation of:

Installing 3" SFM within the county ROW along Plantation Drive and
Lakeview Drive, Daphne, Alabama 36526 _____

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal
shall perform such work in accordance with the terms of the permit agreement and within
10 days of its completion restore the right of way to as good a condition as the same was
prior to such work and further maintain the work and the work area in a condition
satisfactory to the BALDWIN COUNTY HIGHWAY DEPARTMENT for a period of
one year following completion of all work then this obligation to be void; otherwise the
Principal and Surety will pay unto the Obligeo the amount of money for which the
Obligeo legally contracts with another party to perform, and maintain the work and work
area in keeping with the permit provision, or the actual cost to the Obligeo for restoring
the right of way with its own forces at the option of the Obligeo, but in no event shall
liability hereunder exceed the penal sum above set forth.

Signed, sealed and delivered May 29, 2014

Name of Principal Baldwin County Sewer, LLC

By: Clarence Burke 

As its Owner

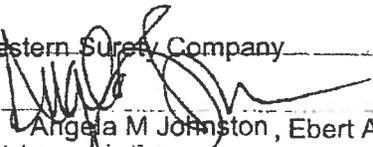
COUNTERSIGNED: May 29, 2014 (Seal)

Name of Surety

By Alabama Resident:

Agent for Surety

Western Surety Company

By: 
Angela M Johnston, Ebert Agency, Inc.
(Name) Attorney-in-Fact

Address: Ebert Agency, Inc.

222 West Laurel Avenue

Foley, Al 36535

(A copy of the Power of Attorney properly executed by the Company authorizing Attorney-in-Fact signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Angela M Johnston of Eclev, State of Alabama, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

Installing Sewer line along Plantion Dr. and Lakeview Dr., Daphne Al, 36526
One County of Baldwin County Commission

bond with bond number [REDACTED] for Baldwin County Sewer, LLC as Principal in the penalty amount not to exceed: \$15,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 29th day of May, 2014

ATTEST

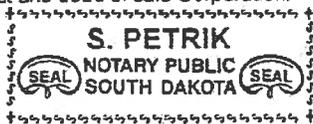
A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 29th day of May, 2014 before me, a Notary Public, personally appeared Paul T. Brufat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public