



Appendix D

Construction Site Storm Water Runoff Control

Permitting – Land Disturbance



BALDWIN COUNTY COMMISSION PLANNING AND ZONING DEPARTMENT

Bay Minette Office
312 Courthouse Square, Suite 18
Bay Minette, AL 36507
Phone: (251) 380-1633
Fax: (251) 580-1636

Fairhope Office
1100 Fairhope Avenue
Fairhope, AL 36532
Phone: (251) 990-4623
Fax: (251) 990-4640

Foley Office
201 East Section Street
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-6820

Land Disturbance

Application Submittal Checklist

- Baldwin County Land Disturbance Application
- Application Fee (*see current fee schedule*)
- Agent Authorization Form (*if person other than property owner is applying*)
- Plot Plan or Survey – indicating any existing structures (*with dimensions*), the proposed structure (*with dimensions*) and the setbacks from property lines.
- Revegetation Plan
- Erosion Control Plan
- If area to be disturbed is greater than one (1) acre, an ADEM permit shall be required.
- Any other information deemed necessary to complete review

Permitting - Land Use

Office Use Only

Case No. LU - _____ Accepted By: _____ Date: _____

Application Fee: _____ Paid Check # _____ Receipt # _____

Baldwin County Land Use Certificate Application

Main Office (Mailing)
PO Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Main Office (Physical)
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-4523
Fax: (251) 972-4520

AN APPROVED LAND USE CERTIFICATE DOES NOT CONSTITUTE APPROVAL
FOR A BUILDING PERMIT

Applicant

Are you the property owner? YES NO
(If you are not the property owner you must submit Owner Authorization Form signed by the property owner)

Name: _____ Date: _____
Mailing Address: _____
City: _____ State: _____ Zip code: _____
Telephone: (____) _____ Fax: (____) _____ e-mail: _____

Site Information

Parcel ID Number: 05- _____
Physical Address (E-911): _____
Subdivision/Lot/Unit No: _____
Lot Size (acres or square feet): _____ Lot Dimensions: _____ X _____
Are there existing structures on the property? YES NO
If yes, please describe: _____

Water and Sewer Information (Check Appropriate Box)

Septic Tank System Well
 Sewer System Water System
Name of System: _____ Name of System: _____

(Over, Please Continue to Reverse Side)



Project Description

Use: (Check One)
 Single Family Two-Family Multi-Family Commercial
 Industrial Alterations/Repairs Piers/Boathouse Accessory Structure
 Other (specify) _____

Description of work and the proposed use: _____

.....
This certificate is valid for a six (6) month period after date of issuance. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submission of incorrect information will result in the revocation of this permit and any work performed will be at the risk of the applicant. I understand further that any changes which vary from the approved plans will result in the requirement of a new Land Use Certificate.

Applicant Signature: _____ Date: _____

Erosion Control Plan Submitted: YES NO

Proposed Installation Date: _____ License No. _____

Comments: _____

Preparer Signature: _____ Date: _____

After application has been reviewed:

- I will pick up the approved application after I have been contacted.
 I would like the approved application to be forward to the appropriate Building Inspection office.

Office Use Only

Zoning Classification: _____ Planning District: _____ Flood Zone: _____
 Culvert Permit Sewer Release Water Release Site Plan Construction Plans Agent Authorization
 State Lands Permit Confirmation # _____ U.S. Army Corp. Permit U.S. Fish & Wildlife Permit
Potential Wetlands YES NO ARB YES NO Study Area: _____ FLU District: _____

Decision: APPROVED DENIED

Comments: _____

Zoning Administrator (or designee) Signature: _____ Date: _____



Permitting – Land Use



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22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
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Foley Office
201 East Section Street
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

New Single Family Dwelling Land Use Certificate Application Submittal Checklist

- Baldwin County Land Use Certificate Application
- Application Fee (*see current fee schedule*)
- Agent Authorization Form (*if person other than property owner is applying*)
- Access (Culvert) Permit from the Baldwin County Highway Department or the Alabama Department of Transportation, whichever is applicable.
- Sewer or Septic Tanks – For Sewer Service a release from the Sewer Utility Provider is required; for Septic Tanks a release from Baldwin County Health Department is required.
- Water – A release from the Water Utility Provider is required; if a well is proposed, nothing is required.
- Plot Plan or Survey – indicating any existing structures (*with dimensions*), the proposed structure (*with dimensions*), and the setbacks from property lines.
- Three (3) Complete Sets of Construction Plans
- Erosion Control Plan
- Any other information deemed necessary to complete review



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Main Office (Mailing)
PO Box 220
Silverhill, AL 36576
Phone: (251) 580-1655
Fax: (251) 580-1656

Main Office (Physical)
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Street
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Repairs/Alterations of Single Family Dwelling Land Use Certificate Application Submittal Checklist

- Baldwin County Land Use Certificate Application
- Application Fee (*see current fee schedule*)
- Agent Authorization Form (*if person other than property owner is applying*)
- Plot Plan or Survey – indicating any existing structures (*with dimensions*) and the setbacks from property lines.
- Itemized list of repairs and estimated cost.
- Erosion Control Plan (*if applicable*)
- Sewer or Septic Tanks – For Sewer Service a release from the Sewer Utility Provider (*if applicable*); for Septic Tanks a release from Baldwin County Health Department is required (*if applicable*).
- Water – A release from the Water Utility Provider is required; if a well is proposed, nothing is required (*if applicable*).
- If new access to the dwelling is proposed, an Access (Culvert) Permit is required from the Baldwin County Highway Department or the Alabama Department of Transportation, whichever is applicable
- Any other information deemed necessary to complete review

Permitting – Land Use



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22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
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Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Accessory Structure Land Use Certificate Application Submittal Checklist

- _____ Baldwin County Land Use Certificate Application
- _____ Application Fee (*see current fee schedule*)
- _____ Agent Authorization Form (*if person other than property owner is applying*)
- _____ Plot Plan or Survey – indicating any existing structures (*with dimensions*), the proposed structure (*with dimensions*) and the setbacks from property lines.
- _____ Three (3) Complete Sets of Construction Plans
- _____ Erosion Control Plan (*if applicable*)
- _____ Access (Culvert) Permit is only required if no other structure is located on the property or if new access is proposed.
- _____ Any other information deemed necessary to complete review.



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PO Box 220
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22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Street
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Accessory Dwelling Land Use Certificate Application Submittal Checklist

- _____ Baldwin County Land Use Certificate Application
- _____ Application Fee (*see current fee schedule*)
- _____ Agent Authorization Form (*if person other than property owner is applying*)
- _____ Plot Plan or Survey – indicating any existing structures (*with dimensions*), the proposed structure (*with dimensions*) and the setbacks from property lines.
- _____ Three (3) Complete Sets of Construction Plans
- _____ Erosion Control Plan
- _____ Sewer or Septic Tanks – For Sewer Service - a release from the Sewer Utility Provider is required; for Septic Tanks a release from Baldwin County Health Department is required.
- _____ Water – A release from the Water Utility Provider is required; if a well is proposed, nothing is required.
- _____ If new access to an Accessory Dwelling is proposed, an Access (Culvert) Permit is required.
- _____ Any other information deemed necessary to complete review.

Permitting – Land Use



BALDWIN COUNTY COMMISSION PLANNING AND ZONING DEPARTMENT

Bay Minette Office
PO Box 220
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Phone: (251) 580-1655
Fax: (251) 580-1656

Main Office (Physical)
21070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

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201 East Section Street
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Mobile Home Land Use Certificate Application Submittal Checklist

- _____ Baldwin County Land Use Certificate Application
- _____ Application Fee (*see current fee schedule*)
- _____ Agent Authorization Form (*if person other than property owner is applying*)
- _____ Plot Plan or Survey – indicating any existing structures (*with dimensions*), the proposed structure (*with dimensions*), and the setbacks from property lines.
- _____ Erosion Control Plan (*if applicable*)
- _____ Sewer or Septic Tanks – For *Sewer Service* a release from the Sewer Utility Provider is required; for *Septic Tanks* a release from Baldwin County Health Department is required.
- _____ Water – A release from the Water Utility Provider is required; if a well is proposed, nothing is required.
- _____ Access (Culvert) Permit from the Baldwin County Highway Department or the Alabama Department of Transportation, whichever is applicable.
- _____ Any other information deemed necessary to complete review.

Permitting – Land Use



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Major Project Land Use Certificate Application Submittal Requirements

Major Project Defined. Any multifamily residential use, manufactured housing park, institutional use, professional service and office use, local commercial use, general commercial use, outdoor recreation use, marine recreation use, transportation, communication and utility use, light industrial use, or general industrial use.

1. Land Use Certificate Application. Submit completed land use certificate application form and accompanying plans and specifications to the Baldwin County Planning & Zoning Department.

2. Site Plan. Submit three (3) sets of plans and specifications that describe accurately the proposed development of the site including:

- the actual shape, dimensions and size of the property;
- the size, shape, height and location of buildings(s) to be erected;
- the use of the proposed buildings(s);
- the minimum required and proposed front, rear and side yards;
- the lot coverage;
- the number, location, size and angle of parking spaces;
- the site access drives and dimensions;
- the paving material for the parking lot and access drives

3. Utility Plans. Submit plans and specifications for the proposed water supply, sewage disposal, refuse facilities, fire protection, electricity, street lighting, telephone and gas.

4. Stormwater Management Plan. Submit plans and specifications that describe the measures planned to manage stormwater runoff including:

- the existing and proposed topography at two (2) foot intervals;
- the existing and proposed drainage system;
- the drainage calculations and assumptions;

- structure location, type, size, slope, cfs, inlet elevation, outlet elevation, velocity, headwater elevation, and tailwater elevation;
- discharge quantities, pre and post cfs.

5. Erosion Control Plan. Submit plans and specifications that describe the measures/best management practices which are planned to control site erosion during and after construction.

6. Landscaping Plan. Submit plans and specifications that show what existing trees, shrubbery, and other vegetation will be retained on the site, and what trees, shrubbery, and other vegetation will be added to complete the required landscaping/buffering of the property.

7. Permits.

- submit evidence of compliance with all state and federal environmental laws as applicable including: NPDES permitting requirements; Coastal Area Management Program permitting requirements; U.S. Fish & Wildlife permitting requirements and; Section 401 and 404 Clean Water Act permitting requirements;
- submit copy of access permit from the Alabama Department of Transportation or Baldwin County Highway Department as applicable;
- submit sewer release from sewer utility or Health Department septic tank permit as applicable;
- submit water release from water utility;
- submit copy of Architectural & Preservation District Review Board permit as applicable.

Permitting – Land Use



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Main Office (Mailing)
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Foley, AL 36535
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Fax: (251) 972-8520

Land Use Certificate Application Submittal Checklist Fort Morgan

- _____ Baldwin County Land Use Certificate Application
- _____ Application Fee (*see current fee schedule*)
- _____ Agent Authorization Form (*if person other than property owner is applying*)
- _____ Plot Plan or Survey – indicating any existing structures (*with dimensions*), the proposed structure (*with dimensions*) and the setbacks from property lines.
- _____ Two (2) Complete Sets of Construction Plans
- _____ Erosion Control Plan
- _____ Sewer or Septic Tanks – For Sewer Service a release from the Sewer Utility Provider is required; for Septic Tanks a release from Baldwin County Health Department is required.
- _____ Water – A release from the Water Utility Provider is required; if a well is proposed, nothing is required.
- _____ Access (Culvert) Permit from the Baldwin County Highway Department or the Alabama Department of Transportation, whichever is applicable.
- _____ U.S. Fish & Wildlife Service Permit if the subject property is *South of State Highway 180*.
- _____ Any other information deemed necessary to complete review.

- d.) structure location, type, size, slope, cfs, inlet elevation, outlet elevation, velocity, headwater elevation, and tailwater elevation;
- e.) discharge quantities, pre and post cfs.

5. **Erosion Control Plan.** Submit plans and specifications that describe the measures/best management practices which are planned to control site erosion during and after construction.

6. **Landscaping Plan.** Submit plans and specifications that show what existing trees, shrubbery, and other vegetation will be retained on the site, and what trees, shrubbery, and other vegetation will be added to complete the required landscaping/buffering of the property.

7. **Permits.**

- a.) submit evidence of compliance with all state and federal environmental laws as applicable including: NPDES permitting requirements; Coastal Area Management Program permitting requirements; U.S. Fish & Wildlife permitting requirements and; Section 401 and 404 Clean Water Act permitting requirements;
- b.) submit copy of access permit from the Alabama Department of Transportation or Baldwin County Highway Department as applicable;
- c.) submit sewer release from sewer utility or Health Department septic tank permit as applicable;
- d.) submit water release from water utility;
- e.) submit copy of Architectural & Preservation District Review Board permit as applicable.

MS4 Area Report

From 04/01/18 to 03/31/19

Land Use

99 Cases

Case Num	Date Received	Parcel Num
LU-180242	04/02/18	05-45-06-24-0-000-012.000
LU-180274	04/11/18	05-43-06-14-0-000-020.003
LU-180282	04/12/18	05-43-05-22-0-000-014.006
LU-180305	04/19/18	05-43-06-23-0-000-030.006
LU-180307	04/23/18	05-32-03-40-0-000-000.018
LU-180307	04/23/18	05-32-03-40-0-000-001.009
LU-180314	04/23/18	05-42-03-08-0-000-043.098
LU-180315	04/23/18	05-42-03-08-0-000-043.101
LU-180316	04/23/18	05-42-03-08-0-000-043.112
LU-180317	04/24/18	05-43-06-24-0-000-021.026
LU-180325	04/25/18	05-42-03-08-0-000-043.057
LU-180326	04/25/18	05-42-03-08-0-000-043.062
LU-180327	04/25/18	05-42-03-08-0-000-043.109
LU-180335	04/30/18	05-43-07-26-0-000-004.010
LU-180338	05/01/18	05-42-03-08-0-000-043.046
LU-180339	05/01/18	05-42-03-08-0-000-043.047
LU-180341	05/01/18	05-42-03-08-0-000-043.067
LU-180342	05/01/18	05-42-03-08-0-000-043.044
LU-180343	05/01/18	05-42-03-08-0-000-043.043
LU-180354	05/03/18	05-43-06-23-0-000-028.052
LU-180355	05/03/18	05-43-06-23-0-000-028.039
LU-180356	05/03/18	05-43-06-23-0-000-028.020
LU-180363	05/07/18	05-42-03-08-0-000-043.068
LU-180368	05/08/18	05-42-03-08-0-000-043.071
LU-180369	05/08/18	05-42-03-08-0-000-043.072
LU-180386	05/14/18	05-42-03-08-0-000-043.121
LU-180388	05/14/18	05-42-03-08-0-000-043.120
LU-180389	05/14/18	05-42-03-08-0-000-043.118
LU-180391	05/14/18	05-42-03-08-0-000-043.112
LU-180395	05/15/18	05-42-03-08-0-000-043.074
LU-180397	05/15/18	05-42-03-08-0-000-043.076
LU-180399	05/15/18	05-42-03-08-0-000-043.069
LU-180403	05/16/18	05-43-01-01-2-000-048.000
LU-180409	05/18/18	05-43-09-29-0-000-075.002

MS4 Area Report

From 04/01/18 to 03/31/19

Land Use			99 Cases
Case Num	Date Received	Parcel Num	
LU-180423	05/24/18	05-42-03-08-0-000-043.070	
LU-180425	05/24/18	05-42-03-08-0-000-043.075	
LU-180438	05/31/18	05-43-01-01-1-000-086.000	
LU-180453	06/06/18	05-42-05-15-0-000-022.002	
LU-180467	06/13/18	05-43-06-23-0-000-028.016	
LU-180491	06/19/18	05-32-03-41-0-000-001.081	
LU-180510	06/27/18	05-42-03-05-0-000-002.000	
LU-180531	07/03/18	05-43-01-01-0-000-001.033	
LU-180532	07/03/18	05-43-01-01-0-000-001.286	
LU-180534	07/05/18	05-43-05-22-0-000-013.142	
LU-180545	07/11/18	05-43-09-43-0-000-041.000	
LU-180585	08/02/18	05-43-06-23-0-000-030.092	
LU-180621	08/16/18	05-32-03-41-0-000-001.203	
LU-180640	08/24/18	05-43-06-23-0-000-028.008	
LU-180653	08/30/18	05-32-04-39-0-000-001.288	
LU-180683	09/17/18	05-42-03-08-0-000-043.133	
LU-180684	09/17/18	05-42-03-08-0-000-043.138	
LU-180685	09/17/18	05-42-03-08-0-000-043.131	
LU-180686	09/17/18	05-42-03-08-0-000-043.137	
LU-180687	09/17/18	05-42-03-08-0-000-043.136	
LU-180691	09/17/18	05-45-06-24-4-000-033.000	
LU-180696	09/19/18	05-43-07-26-0-000-004.016	
LU-180725	10/05/18	05-42-03-08-0-000-043.146	
LU-180726	10/05/18	05-42-03-08-0-000-043.143	
LU-180727	10/05/18	05-42-03-08-0-000-043.144	
LU-180728	10/05/18	05-42-03-08-0-000-043.145	
LU-180734	10/09/18	05-43-06-23-0-000-031.025	
LU-180736	10/10/18	05-43-06-23-0-000-028.003	
LU-180742	10/15/18	05-46-03-07-0-000-046.000	
LU-180764	10/24/18	05-32-03-41-0-000-001.223	
LU-180811	11/15/18	05-43-09-30-0-000-096.000	
LU-180830	11/21/18	05-42-03-05-0-000-002.000	
LU-180863	12/10/18	05-32-03-41-0-000-001.224	
LU-180871	12/13/18	05-32-03-05-0-000-002.117	

MS4 Area Report

From 04/01/18 to 03/31/19

Land Use

99 Cases

Case Num	Date Received	Parcel Num
LU-180879	12/19/18	05-32-03-41-0-000-001.220
LU-180883	12/21/18	05-46-03-05-0-000-013.000
LU-190007	01/07/19	05-43-06-23-0-000-028.035
LU-190016	01/09/19	05-43-09-30-0-000-055.000
LU-190032	01/15/19	05-32-05-21-0-000-002.013
LU-190039	01/16/19	05-43-06-23-0-000-028.044
LU-190043	01/17/19	05-43-05-21-0-000-051.024
LU-190043	01/17/19	05-43-05-21-0-000-051.025
LU-190047	01/18/19	05-32-04-39-0-000-001.284
LU-190064	01/25/19	05-43-06-23-0-000-028.038
LU-190065	01/25/19	05-43-06-23-0-000-028.029
LU-190068	01/25/19	05-43-06-14-0-000-013.000
LU-190073	01/31/19	05-43-06-23-0-000-028.041
LU-190081	02/05/19	05-32-05-22-0-000-006.044
LU-190088	02/07/19	05-43-06-23-0-000-028.006
LU-190099	02/12/19	05-46-03-07-0-000-049.000
LU-190104	02/14/19	05-43-06-13-0-000-001.098
LU-190111	02/19/19	05-43-06-14-0-000-013.000
LU-190117	02/21/19	05-32-07-26-0-000-021.004
LU-190122	02/22/19	05-43-09-32-0-000-057.000
LU-190129	02/26/19	05-43-06-23-0-000-021.000
LU-190148	03/07/19	05-43-06-23-0-000-001.000
LU-190175	03/19/19	05-43-06-23-0-000-031.000
LU-190180	03/20/19	05-32-05-22-0-000-081.018
LU-190182	03/22/19	05-43-06-23-0-000-030.095
LU-190183	03/22/19	05-32-04-39-0-000-001.226
LU-190184	03/25/19	05-42-03-08-0-000-043.139
LU-190185	03/25/19	05-42-03-08-0-000-043.142
LU-190186	03/25/19	05-43-03-08-0-000-043.141
LU-190187	03/25/19	05-42-03-08-0-000-043.140
LU-190188	03/25/19	05-42-03-08-0-000-043.129
LU-190189	03/25/19	05-42-03-08-0-000-043.130
LU-190200	03/28/19	05-45-06-24-0-000-033.000

Office Use Only

Case No. **LU - 180727** Accepted By: CT Eaton Date: 10-5-18
Application Fee: 25.00 Paid Check # 404774 Receipt # 10988

Baldwin County Land Use Certificate Application

Main Office (Mailing)
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

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Phone: (251) 972-8523
Fax: (251) 972-8520

**AN APPROVED LAND USE CERTIFICATE DOES NOT CONSTITUTE APPROVAL
FOR A BUILDING PERMIT**

Applicant

Are you the property owner? YES NO
(If you are not the property owner you must submit Owner Authorization Form signed by the property owner)

Name: D.R. Horton, Inc. Birmingham Date: 9/19/18

Mailing Address: 25366 Profit Drive

City: Daphne State: AL Zip code 36526

Telephone: (251) 316 - 5404 Fax: () - e-mail: RHilburn@drhorton.com

Site Information

Parcel ID Number: 05-4-2-0-3-080000043144

Physical Address (E-911): 13671 Co. Rd. 66

Subdivision/Lot/Unit No: Charmont North/Lot 132

Lot Size (acres or square feet): 22,990 Lot Dimensions: 242 X 95

Are there existing structures on the property? YES NO

If yes, please describe: NA

Water and Sewer Information

(Check Appropriate Box)

Septic Tank System

Well

Sewer System

Water System

Name of System: Baldwin County Sewer Name of System: Town of Loxley

(Over, Please Continue to Reverse Side)



Project Description

Use: (Check One)

- Single Family Two-Family Multi-Family Commercial
- Industrial Alterations/Repairs Piers/Boathouse Accessory Structure
- Other (specify) _____

Description of work and the proposed use: _____

This certificate is valid for a six (6) month period after date of issuance. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this permit and any worked performed will be at the risk of the applicant. I understand further that any changes which vary from the approved plans will result in the requirement of a new Land Use Certificate.

Applicant Signature: Ragan Hillman Date: 9/19/18

Erosion Control Plan Submitted: YES NO

Proposed Installation Date: _____ License No. : _____

Comments: _____

Preparer Signature: Ragan Hillman Date: 9/19/18

After application has been reviewed:

- I will pick up the approved application after I have been contacted.
- I would like the approved application to be forward to the appropriate Building Inspection office.

Office Use Only

Zoning Classification: NSFQ Planning District: 15 Flood Zone: X

- Culvert Permit Sewer Release Water Release Site Plan Construction Plans Agent Authorization
- State Lands Permit Confirmation # _____ U.S. Army Corp. Permit U.S. Fish & Wildlife Permit

Potential Wetlands YES NO ARB YES NO Study Area: FLU District: _____

Decision: APPROVED DENIED

Comments: _____

Zoning Administrator (or designee) Signature: Crystal Bates Date: 10-8-18





Baldwin County Planning and Zoning Department
Agent Authorization Form

I/We authorize and permit D.R. Horton, Inc. to act as my/our representative and agent in any manner regarding this application which relates to property described as tax parcel ID# 05- **Please see attached**. I/We understand that the agent representation may include but not be limited to decisions relating to the submittal, status, conditions, or withdrawal of this application. In understanding this, I/we release Baldwin County from any liability resulting from actions made on my/our behalf by the authorized agent and representative. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this application and any worked performed will be at the risk of the applicant. I understand further that any changes which vary from the approved plans will result in the requirement of a new Land Use Certificate.

**NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.*

PROPERTY OWNER(S)

Anthem Development, LLC
Name(s) [printed]
29891 Woodrow Lane, Ste. 300
Address
Daphne, AL 36526
City/State
(251) 621-1887
Phone
[Signature] Fax # 4-18-18
Signature(s) GEORGE LANE AS A MANAGER Date

AUTHORIZED AGENT

D.R. Horton, Inc.
Name(s) [printed]
25366 Profit Drive
Address
Daphne, AL 36526
City/State
(251) 447-0329 Direct line: (251) 316-5404 Email: RHilburn@drhorton.com
Phone
[Signature] Fax # 9/18/18
Signature(s) Date

<i>Subdivision</i>	<i>Lot#</i>	<i>Tax Parcel ID#</i>
Charmont North	118	42-03-08-0-000-043.129
Charmont North	119	42-03-08-0-000-043.130
Charmont North	120	Part of 42-03-08-0-000-043.008
Charmont North	121	Part of 42-03-08-0-000-043.008
Charmont North	122	Part of 42-03-08-0-000-043.008
Charmont North	123	Part of 42-03-08-0-000-043.008
Charmont North	124	Part of 42-03-08-0-000-043.008
Charmont North	125	Part of 42-03-08-0-000-043.008
Charmont North	126	Part of 42-03-08-0-000-043.008
Charmont North	127	42-03-08-0-000-043.139
Charmont North	128	42-03-08-0-000-043.140
Charmont North	129	42-03-08-0-000-043.141
Charmont North	130	42-03-08-0-000-043.142
Charmont North	131	42-03-08-0-000-043.143
Charmont North	132	42-03-08-0-000-043.144
Charmont North	133	42-03-08-0-000-043.145
Charmont North	134	42-03-08-0-000-043.146

BALDWIN COUNTY HIGHWAY DEPARTMENT

Bay Minette (Area 100)
(256) 937-0211

Silverhill (Area 200)
(251) 972-8509

Foley (Area 300)
(251) 972-8530

RESIDENTIAL PERMIT TO CONSTRUCT TURNOUT TO PROVIDE
ACCESS TO A COUNTY ROAD

Y SUBDIVISION Name: CHARMONT NORTH

----- FOR OFFICE USE ONLY -----

INITIATOR: C. WOLFF
SIZED BY: W. BYRD
CULVERT SIZE: DRY RAMP
AREA: 200

PERMIT NUMBER: 4194
PERMIT DATE: 10/ 5/2018
DATE SIZED: 10/ 4/2018
CONTACT DATE: / /
SHARED ACCESS (RCP)
NO PERMIT REQUIRED AT THIS TIME

EXISTING CULVERT
NOT COUNTY MAINTAINED
X VISUALLY CHECKED DRIVEWAY SIGHT DISTANCE
MEASURED DRIVEWAY SIGHT DISTANCE:

This form is to be used for private entrances where the applicant installs the side drain pipe and constructs the turnout. Culverts must be a minimum of 24 feet in length, and in addition, they must have 3 to 1 sloped ends, (which are not included in the 24 feet of culvert length). Culverts can be corrugated metal, reinforced concrete, or high density corrugated polyethylene pipe. Culverts less than 30" in diameter must be reinforced concrete or high density corrugated polyethylene pipe with smooth flow line. Polyethylene pipe requires a minimum of one foot coverage. All shared driveways shall have reinforced concrete pipe.

*****IMPORTANT NOTICE*****
For concrete driveway installments, DO NOT place concrete within 5 feet of the County's road. For mailbox installments, DO NOT install BRICK mailboxes on the County's right-of-way. Please see attached mailbox regulations for installment information.

NAME OF APPLICANT: D.R. HORTON, INC.
MAILING ADDRESS: 25366 PROFIT DRIVE
 DAPHNE AL 36526
PHONE: HOME WORK 251-316-5404 CELL FAX
INSTALLATION ADDRESS: 13671 COUNTY RD 66
 LOXLEY AL 36551
 LOT#: 132
SIGNATURE OF APPLICANT: _____

COMMENTS: _____

Printed 10/ 5/2018

TOWN OF LOXLEY

P.O. BOX 9
LOXLEY, AL 36551
(251) 964-5162

26541

DATE 9/24/18

RECEIVED FROM D.R. Horton **THANK YOU** \$ 2060⁰⁰
Two Thousand Sixty Dollars & 00/100 DOLLARS

FOR Water tap & meter @ 13671 Co. Rd. 66, Lot 132

Thank You

AMOUNT OF ACCOUNT	
THIS PAYMENT	
BALANCE DUE	

CASH # 664786
 CHECK # 664785
 CREDIT CARD
 MONEY ORDER
BY Sharon Horton



September 25, 2018

Baldwin County Building Department
Foley, Alabama 36536

RE: Sewer Release Affidavit

ATTENTION: **PERMIT APPROVAL SECTION**

NOTE: This document must be Original on Blue Letterhead for the Issuance of a Building Permit

This correspondence is to inform you that sewer service has been made available to the property listed below, and that the applicant listed has paid all fees required for the service.

Please contact me at 251-971-3022 should you need additional information.

NAME: DR Horton
ADDRESS: 25366 Profit Drive
CITY: Daphne, AL 36526
LOT NO. 132 Charmont North
ADDRESS: 13671 Co Rd 66

Sincerely,

A handwritten signature in black ink, appearing to read 'Angela Foley', is written over a faint, circular stamp or watermark.

Angela Foley

ACCOUNT REPRESENTATIVE

THE SEWER TAP FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE. TO BE USED ONLY AT ADDRESS LISTED ABOVE

**BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION
APPLICATION FOR MEMBERSHIP AND FOR SERVICE
PARTNERSHIP OR CORPORATION**

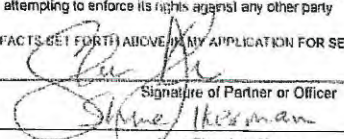
Membership Name <u>DR Horton Inc.</u>		Fed. ID No. <u>Tax ID: 75-2386903</u>	
Subdivision & Lot # _____ Legal Name Only _____		Business Phone <u>251-447-0329</u>	
Account Name <u>Charmont North, Lot 132</u>		Fax No. _____	
Email Address <u>hparnell@drhorton.com</u>		_____	
Billing Address <u>25366 Profit Drive</u>		<u>Daphne</u>	<u>AL</u> <u>36582</u>
Route, Box, Street, Etc _____		Town or City _____	State _____ Zip _____
If Partnership, Name and Address of two (2): _____		Type of Business _____	
Name _____	Address _____	Phone* _____	
Name _____	Address _____	Phone* _____	
If Corporation, What State _____ When _____		Type of Business _____	
President <u>Division CFO- Shane Ikerman</u>		Address _____	
Vice President <u>Division Controller- Rusty Gilbert</u>		Address _____	
Other Officer <u>Bill Spriggs- Construction Manager</u>		Address _____	
If existing, Meter No _____		Requested Date of Service _____	
911 or Physical Address of Property <u>13671 Co. Rd. 66</u>		Telephone No. at Location* _____	
Have we served you before? If Yes, When <u>Currently</u>		If No, When _____ Previous Utility Company _____	
If renting, Name and Phone Number of Landlord _____			

* Your electric service is not contingent upon Baldwin EMC calling you at these phone numbers.

The above (hereinafter called the "Applicant") hereby applies for membership in, and agrees to purchase electric service from Baldwin County Electric Membership Corporation (hereinafter called the "Cooperative") upon the following terms and conditions:

- 1 The Applicant will pay to the Cooperative a membership fee and the assigned deposit for this service
- 2 The Applicant will, when energy becomes available, purchase from the Cooperative the electric energy used or agreed upon if other sources are used on the premises at rates to be determined from time to time in accordance with the By-Laws of the Cooperative and understands that electric service charges are due when rendered. The individual signing this application in a representative capacity agrees that he/she (in his/her individual capacity) shall be jointly and severally liable for all debts of the Applicant incurred pursuant to this membership
- 3 In the event that it shall become necessary to resort to debt collection policies for the collection of any sum of money due the Cooperative under this membership, then the Applicant agrees to pay all reasonable expenses of collection including a reasonable attorney's fee in addition to the amount due the Cooperative
- 4 The Applicant will cause the service entrance to be wired in accordance with the wiring specifications approved by the Cooperative
- 5 The Applicant will comply with and be bound by the provisions of the Certificate of Incorporation and the By-Laws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative
- 6 The Applicant hereby agrees that \$6.00 of the amount paid for electricity each year is for a subscription to Alabama Living
- 7 The Applicant, by paying a membership fee and deposit and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law the Applicant's private property cannot be attached for any such debts or liabilities
- 8 The Applicant agrees that a pole or poles and appurtenances thereto and/or any underground construction deemed necessary by the Cooperative may be placed on the premises so as to best render service to the Applicant and that ownership of such construction shall be vested in the Cooperative. The Applicant also agrees that employees of the Cooperative shall have the right to ingress and egress on said premises up to the location of the meter installation as long as any property of the Cooperative remains on said premises
- 9 The Applicant agrees that in order for the Cooperative to service Applicant's account, provide information relating to Applicant's account, or collect any amounts which may be owed, the Cooperative may contact Applicant by telephone at any telephone number associated with Applicant's account at any time, including wireless and cellular telephone numbers, which could result in charges to Applicant. The Cooperative may also contact Applicant by sending text messages or emails, using any email address or telephone number provided to the Cooperative by Applicant at any time. Methods of contact may include using prerecorded or artificial voice messages and/or the use of an automatic dialing device, as applicable
- 10 For value received, I/we, the undersigned, whether one or more, do hereby jointly and severally guarantee the full and prompt payment of all charges associated with the account identified above, including without limitation all charges for electrical service, installation charges, maintenance charges, line extensions, interest, costs and attorney's fees. The undersigned further agrees to pay all costs of collection, including a reasonable attorney's fee in an amount not to exceed 15% of the amount due. The undersigned further agrees that the Cooperative is under no duty to provide the undersigned with notice of default or other occurrence, and that the Cooperative may enforce any or all of its rights against the undersigned without first enforcing or attempting to enforce its rights against any other party

THE FACTS SET FORTH ABOVE IN MY APPLICATION FOR SERVICE ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE

 _____ Signature of Partner or Officer _____ Print Signature Name	<u>9/19/15</u> _____ Date Division CFO _____ Official Title of Signee
--	--

DO NOT WRITE BELOW THIS LINE

Permit Number _____ Outdoor Lights _____ Meter Number _____ Employee _____

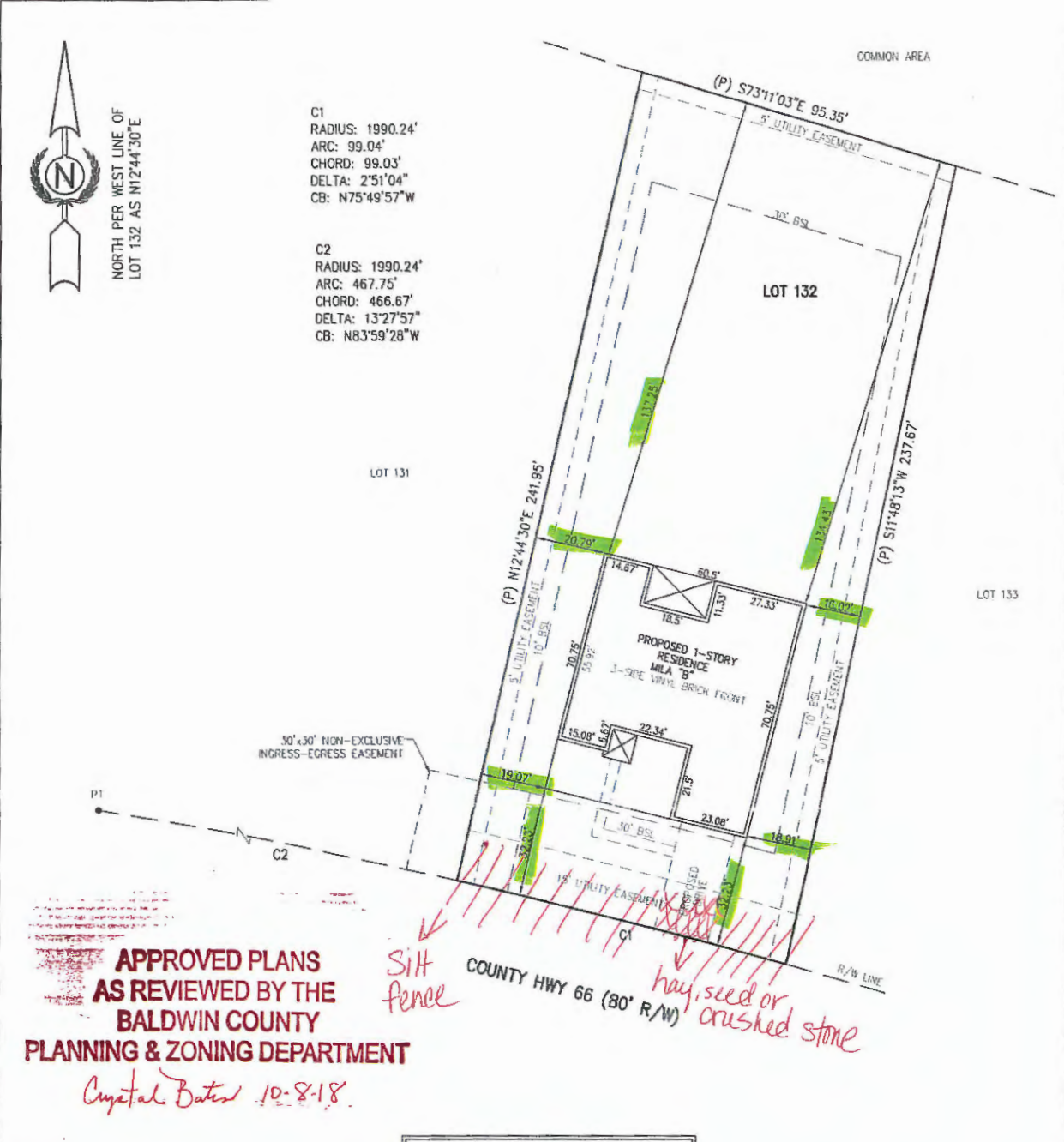
Member/Account No. _____ Deposit & Fees Amount _____



NORTH PER WEST LINE OF LOT 132 AS N12°44'30"E

C1
RADIUS: 1990.24'
ARC: 99.04'
CHORD: 99.03'
DELTA: 2°51'04"
CB: N75°49'57"W

C2
RADIUS: 1990.24'
ARC: 467.75'
CHORD: 466.67'
DELTA: 13°27'57"
CB: N83°59'28"W



**APPROVED PLANS
AS REVIEWED BY THE
BALDWIN COUNTY
PLANNING & ZONING DEPARTMENT**

Crystal Bates 10-8-18

Silt fence
hay, seed or crushed stone

SKETCH ONLY, NOT A BOUNDARY SURVEY

©COPYRIGHTED 2018 BY BUTLER AND ASSOCIATES OF PENSACOLA, INC.
This plan, report, or other document is prepared for the use of the client and is not to be used for any other purpose without the written consent of Butler and Associates of Pensacola, Inc. The client is responsible for the accuracy of the information provided to the surveyor. The surveyor is not responsible for the accuracy of the information provided to the client. The surveyor is not responsible for the accuracy of the information provided to the client. The surveyor is not responsible for the accuracy of the information provided to the client.

DESCRIPTION: Lot 132 CHARMONT NORTH being a portion of BALDWIN county, Alabama according to Plat thereof recorded in SLIDE 2639-A in the records of the Judge of Probate of said County

CERTIFICATE									
I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.									
Degree	ERC	Point of Curvature	BSL	Building Setback Line	H/I	Hub and Sack			
Feet or Minutes	P.C.	Point of Compound Curvature	b	Deed	S.M.	Concrete Monument			
Inches or Seconds	P.R.M.	Permanent Reference Monument	P	Plot	O/S	Offset Point			
North	R/W	Right of Way	F	Feld	O/W	Overhead Utility Wire			
South	R/P	Radius Point	P.O.C.	Point of Commencement		Concrete or Pavement			
East	Δ	Central Angle	P.O.B.	Point of Beginning		Wood Decking			
West	R	Radius	I.R.	Iron Rod		Covered Area			
P.C.	L	Length of Arc	C.I.R.	Capped Iron Rod		Wire of Chain Link Fence			
P.O.B.	C	Chord	I.P.	Iron Pipe		Wooden Privacy Fence			
P.C.	C.B.	Chord Bearing	N/O	Nail and Disk					
SCALE	1" = 30'	TYPE	PLOT PLAN	ISSUE DATE	06/25/18	FIELD DATE	N/A	ORDER NO.	18-08-525
								FIELD BOOK	N/A
								DRAWN BY	PLG

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF AN ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR



Butler & Associates of Pensacola, Inc.
PROFESSIONAL SURVEYORS AND MAPPERS
Commercial • Residential • Boundary • Topographic • Mortgage Surveys

2470 East Olive Road, Suite "A", Pensacola, FL 32514
(850) 476-4768
Fax: (850) 478-4845

[Signature]
WILLIAM T. HUGHES, P.L.S.
Professional Land Surveyor No. 20348

Office Use Only

Case No. **LU - 180883** Accepted By: [Signature] Date: 12/21/18

Application Fee: \$2088 Paid Check # 1405 Receipt # 10546

Baldwin County Land Use Certificate Application

Main Office (Mailing)
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Main Office (Physical)
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

**AN APPROVED LAND USE CERTIFICATE DOES NOT CONSTITUTE APPROVAL
FOR A BUILDING PERMIT**

Applicant

Are you the property owner? YES NO
(If you are not the property owner you must submit Owner Authorization Form signed by the property owner)

Name: SE Civil Date: 11/14/18

Mailing Address: 1 S School St

City: Fairhope State: AL Zip code: 36532

Telephone: (251) 990-6566 Fax: (251) 928-6045 e-mail: larry@secivil.pro

Site Information

Parcel ID Number: 05-46-03-0-000-013.000

Physical Address (E-911): 22806 US Hwy 98

Subdivision/Lot/Unit No: _____

Lot Size (acres or square feet): 1.02 Lot Dimensions: 202 X 253

Are there existing structures on the property? YES NO

If yes, please describe: _____

Water and Sewer Information

(Check Appropriate Box)

Septic Tank System

Well

Sewer System

Water System

Name of System: Fairhope Name of System: Fairhope

(Over, Please Continue to Reverse Side)



Project Description

Use: (Check One)

- Single Family Two-Family Multi-Family Commercial
 Industrial Alterations/Repairs Piers/Boathouse Accessory Structure
 Other (specify) _____

Description of work and the proposed use: 2 offices are being constructed on this site.
Work on site includes the following: Site grading, Storm Sewer installation, Asphalt paving, Pervious concrete installation, Erosion control installation, Utility installation, Tree removal.

This certificate is valid for a six (6) month period after date of issuance. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this permit and any worked performed will be at the risk of the applicant. I understand further that any changes which vary from the approved plans will result in the requirement of a new Land Use Certificate.

Applicant Signature: _____ Date: 12/6/18

Erosion Control Plan Submitted: YES NO

Proposed Installation Date: 1/1/19 License No. : 26348

Comments: _____

Preparer Signature: _____ Date: 12/6/18

After application has been reviewed:

- I will pick up the approved application after I have been contacted.
 I would like the approved application to be forward to the appropriate Building Inspection office.

Office Use Only

Zoning Classification: B3 Planning District: 16c Flood Zone: X

- Culvert Permit Sewer Release Water Release Site Plan Construction Plans Agent Authorization
 State Lands Permit Confirmation # _____ U.S. Army Corp. Permit U.S. Fish & Wildlife Permit

Potential Wetlands YES NO ARB YES NO Study Area: _____ FLU District: _____

Decision: APPROVED DENIED

Comments: Per applicant, roof overhang will NOT extend more than 2 feet over the required setback line

Zoning Administrator (or designee) Signature: _____ Date: 1/2/2019



December 6, 2018

To: Baldwin County Planning Department

Ref: Eastern Shore Chiropractic

Letter of Authorization

Please consider this as our "Letter of Authorization" for the following individual to represent our interests in the Land Use Certificate submittal for Eastern Shore Chiropractic as agent:

Name of Authorized Agent: Thomas Larry Smith, PE

Address: 1 S. School Street Fairhope, AL 36532 Telephone: 251-990-6566
(street) (City) (State) (Zip Code)

Thank you in advance.

Dr. Justin Southall

Signature: 

Date: 12-6-18

Justin Southall Owner
Printed Name Title

TRANSMITTAL



TO: Baldwin County Commission Planning & Zoning Department 22251 Palmer Street Robertsdale, AL 36567	DATE: 12/6/18 JOB #: 20180412 RE: Eastern Shore Chiropractic
--	---

WE ARE SENDING YOU THE FOLLOWING ITEMS:

- | | |
|---|---|
| <input type="checkbox"/> Attached | <input type="checkbox"/> Under Separate Cover |
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Change Order |

Via: Drop Off

- | | |
|---|---|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> See Below |

COPIES	DATE	NO.	DESCRIPTION
3	12/6/18		24" x 36" Full Set of Plans (Site Plan, Utility Plan, Stormwater Plan, Erosion Control Plan, Landscape Plan, Electrical Plan, Architectural Plan)
1	12/6/18		Baldwin County Land Use Application
1	12/6/18		Application Fee
1	12/6/18		Utility Letters, Copy of ALDOT application

THESE ARE TRANSMITTED As Checked Below:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Reviewed, no comments | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Reviewed, comments as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | | |

REMARKS:		
CC:	SIGNED:	
	NAME:	Larry Smith
	TITLE:	President

gabe@secivil.pro

From: Richard Peterson <richard.peterson@fairhopeal.gov>
Sent: Friday, December 07, 2018 1:13 PM
To: gabe@secivil.pro
Cc: Jay Whitman
Subject: Utility Request
Attachments: Barnhill Chastang Proposed Sewer Layout.pdf; Barnhill Chastang Revised Easement.pdf

Hi Gabe,

This email is to verify gas, water and sewer availability for the project on the east side of 98 just north of Parker Road. Water is available on the east side of 98 adjacent to your property. Fairhope Utilities owns and operates a 12" and an 8" water main adjacent to your site. The sewer is being planned to be served by a gravity extension for the lift station northeast of your project. I have attached a sketch of the layout we discussed with both Mr. Chastang and Mr. Barnhill. There is also a revised legal description, for the easement Mr. Barnhill agreed to at that meeting. Please review those attachments for use in planning the sewer connection to your project.

I would be comfortable with a 6" gravity lateral extending to your project from the manhole with an invert of 74.50 just inside Mr. Chastang's property. This lateral will be on a 10' easement on Mr. Chastang's property. We need to get all of the details agreed to by all parties and file the easements needed to secure rights for this work. I will work on that next week.

All connections will be in accordance with our standard rules and regulations regarding such.

I trust this is adequate for your use.

Richard Peterson, PE
Director of Operations
The City of Fairhope Public Utilities
P.O. Drawer 429
Fairhope, AL 26533



Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

September 21, 2018

Re: PPIN 68657

This letter is to verify that gas is available at the above property through the City of Fairhope. If there is anything else, we can do for you please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Holman".

Terry Holman

Assistant Superintendent Gas Department

City of Fairhope Public Utilities

161 North Section Street

P. O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



RIVIERA UTILITIES

413 E Laurel Avenue, P.O. Drawer 2050, Foley, AL 36536
Phone (251) 943-5001 Fax (251) 970-4181

9/21/2018

Gabe Wagner, EIT
S.E. Civil Engineering
1 S. School Street
Fairhope, AL 36532

RE: Parcel ID R05-46-03-05-0-000-013.000.

This letter is to confirm that Riviera Utilities is currently able to provide Electric service to the proposed Parcel ID R05-46-03-05-0-000-013.000 located off US Hwy 98 by Publix.

Riviera Utilities requires a 10' easement along all side property lines and a 15' easement along all front and rear property lines. Please ensure all property plats reflect the easements.

Upon final design, Riviera Utilities will provide estimates for service fees and system installation requirements to meet all Riviera specifications. Please contact the following Riviera employees concerning costs and requirements.

Name	Department	Email
Scott Sligh	Electric	ssligh@rivierautilities.com

If you have any questions or comments, contact Riviera Utilities at 251-943-5001.

Thank you,

James Wallace

Seth L. Peterson

From: Seth L. Peterson
Sent: Thursday, December 20, 2018 3:31 PM
To: Linda Lee
Subject: eastern shore chiropractic - SE Civil

Linda,

I do not have any comments on the stormwater report, however I did want to point out a couple of things on the plans.

1. They are proposing to discharge stormwater into ALDOT's ROW, I would suggest requesting documentation that ALDOT has approved this discharge point.
2. This section of Hwy 98 is a principal arterial and has a 125 feet highway construction setback (HCS) from the center of ROW along Hwy 98. If the drawings represent the correct ROW (120' shown) then the HCS is 65 feet from the ROW line. It appears that this might interfere with the proposed site plan.

Please let me know if you need anything else, I will be sticking these documents back in the courier.

Thanks,

Seth Peterson, P.E.

*Construction Development Manager
Baldwin County Highway Department
Office: (251) 580-1655, Ext 7259
Fax: (251) 580-1656*

From: Smith, Michael
To: larry@secivil.pro
Cc: Linda Lee; Seth L. Peterson; Griffin, Connor W
Subject: RE: 22806 US Hwy 98
Date: Thursday, December 20, 2018 5:07:41 PM
Attachments: [image003.png](#)

Larry,

The location of the proposed access is acceptable and the drainage calcs are within spec, so the discharge would be approvable. I have review comments compiled and I am about to issue those this afternoon. If you have any other questions let me know.

MICHAEL SMITH
AREA PERMIT MNGR
OFFICE: 251-470-8273
CELL: 251-331-0104

From: larry@secivil.pro <larry@secivil.pro>
Sent: Thursday, December 20, 2018 4:29 PM
To: Smith, Michael <smithmi@dot.state.al.us>
Cc: 'Linda Lee' <LLee@baldwincountyal.gov>; 'Seth L. Peterson' <SPETERSON@baldwincountyal.gov>
Subject: FW: 22806 US Hwy 98

Michael,

See below. Can you send me a conceptual approval for the access and drainage. Thanks and Merry Christmas!

Larry Smith, PE
1 S. School Street
Fairhope, Alabama 36532
251-990-6566 phone
251-928-6045 fax
www.secivil.pro



From: Linda Lee <LLee@baldwincountyal.gov>
Sent: Thursday, December 20, 2018 4:26 PM
To: larry@secivil.pro
Subject: RE: 22806 US Hwy 98

Larry,

He can send the Conceptual Approval and I'll see if it's okay. Please make sure it's clear on the discharge into the right of way. I'll be out of the office next week so it will be January 2nd before I can approve it if I have everything I need.

Thank you,

From: [Larry Smith](#)
To: [Linda Lee](#)
Cc: rebecca@watershed.pro; jeremy@watershed.pro
Subject: Re: 22806 US Hwy 98
Date: Saturday, December 22, 2018 7:30:28 AM

Sorry. I didn't see this. **They will not.** Thanks for checking. I have added the architect to this chain so she is aware.

Larry Smith, PE
S.E. Civil, LLC
1 S School St.
Fairhope, AL 36532
251-990-6566
www.secivil.pro

Sent from my iPhone

On Dec 21, 2018, at 4:00 PM, Linda Lee <LLee@baldwincountyal.gov> wrote:

<image001.gif>

Larry,

Please call asap – need to confirm roof overhang will not exceed 2 feet over the required setback lines!

Thank you,

Linda Lee

Planner
Baldwin County Planning & Zoning Department
(251) 972-8523

From: larry@secivil.pro [<mailto:larry@secivil.pro>]
Sent: Thursday, December 20, 2018 04:29 PM
To: 'Smith, Michael' <smithmi@dot.state.al.us>
Cc: Linda Lee <LLee@baldwincountyal.gov>; Seth L. Peterson <SPETERSON@baldwincountyal.gov>
Subject: FW: 22806 US Hwy 98

Michael,

See below. Can you send me a conceptual approval for the access and drainage.
Thanks and Merry Christmas!

From: [Rebecca Bryant](#)
To: [Larry Smith](#)
Cc: [Linda Lee](#); [Jeremy J Portillo](#)
Subject: Re: 22806 US Hwy 98
Date: Wednesday, January 02, 2019 9:05:11 AM

Hi Linda,

That is correct. Our overhangs will not extend into the setback beyond the allowed 2'.

Rebecca Dunn Bryant, AIA
LEED Fellow, Living Building Ambassador
rebecca@watershed.pro

W A T E R S H E D
Building Sustainability
302 Magnolia Avenue
Fairhope, AL 36532

p 251.929.0514
c 251.406.2143

www.watershed.pro

Please consider the environment before printing this email

On Dec 22, 2018, at 7:30 AM, Larry Smith <larry@secivil.pro> wrote:

Sorry. I didn't see this. They will not. Thanks for checking. I have added the architect to this chain so she is aware.

Larry Smith, PE
S.E. Civil, LLC
1 S School St.
Fairhope, AL 36532
[251-990-6566](tel:251-990-6566)
www.secivil.pro

Sent from my iPhone

On Dec 21, 2018, at 4:00 PM, Linda Lee <LLee@baldwincountyai.gov> wrote:

<image001.gif>

Larry,

Please call asap – need to confirm roof overhang will not exceed 2 feet over the required setback lines.

Thank you,

Linda Lee

Planner
Baldwin County Planning & Zoning Department



**ALABAMA
DEPARTMENT OF TRANSPORTATION**



**SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624**

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

February 6, 2019

Quintussa Properties, LLC
739 Big Canoe Run
Fairhope, AL 36532

**RE: Permit Numbers: 9-2-11154/11155/11156 Permit Expiration Date: February 6, 2020
Baldwin Co. US 98**

Dear Sir:

Attached, please find an approved permit to construct a directional access along with the associated drainage and utility work along US 98 at MP 42.91, as per the approved plans.

Performance of this work shall be done in accordance with all current requirements of the Alabama Department of Transportation. It is **required** that these approved drawings, bearing my stamped signature, be on the jobsite throughout the time of installation. During the installation of this permitted work, all traffic control devices shall be in accordance with the **MANUAL ON UNIFORM CONTROL DEVICES - PART VI, 2009 EDITION**. All work performed under this permit shall comply with current EPA and ADEM policies.

Mr. Samuel J. Palmer, Jr., District Administrator, will administer the inspection for the Alabama Department of Transportation. It is **required** you contact him at least 48 hours prior to beginning work and submit an As-Built Certification, signed by the EOR, upon completion to request a final inspection. His address is 47450 Rabun Road, Bay Minette, Alabama 36507. His telephone number is (251) 937-2086.

Sincerely,

VINCENT E. CALAMETTI, P.E., REGION ENGINEER

By: *Jason Shaw*
Jason Shaw, P.E.
Maintenance Engineer Southwest Region - Mobile

JS/cwg
Attachment
c: Mr. Stacey N. Glass, P.E.
Mr. Samuel J. Palmer, Jr.
File

ALABAMA DEPARTMENT OF TRANSPORTATION
PERMIT TO CONSTRUCT A TURNOUT
TO PROVIDE ACCESS TO A STATE HIGHWAY

County Baldwin

Route Number US-98

Milepost 42.91

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: 01/17/19

PERMIT NUMBER: 9-2-11154

Bonding Agency Western Surety Company

Bond Number 64473599

Associated Permits and/or Documents MB-02, MB-07, Permit Checklist, Site Improvement Plans, and

Engineer's Cost Estimate (R.O.W. only)

Name of APPLICANT Quintussa Properties LLC

Address 22896 US Hwy 98, Fairhope, AL 36532

Description of Work:

Commercial

Residential or Small Church or Small Farm

Construct one directional access for proposed doctors office/gym. existing gravel/dirt drive will be removed

The APPLICANT hereby requests permission of the Alabama Department of Transportation, hereinafter referred to as ALDOT, to permit APPLICANT to construct a turnout to the highway above noted and agrees with ALDOT that upon approval of this request by ALDOT, the permission for the APPLICANT to construct, maintain and/or use such turnout shall be subject at all times to revocation by ALDOT, 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 ALDOT 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 Chapter 4 of ALDOT Access Management Manual, ALDOT Permit Manual, ALDOT current highway design standards, and with the drawing(s) attached hereto (Information is available from any ALDOT District Administrator 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 state highway, 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, meters, parking areas, tanks, sheds, signs, etc., must be placed beyond the R.O.W. and in no way encroach thereon.

4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

5. 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 such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, the APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT 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 fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

8. 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.

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, ALDOT or its Contractors have the right to remove and/or reconstruct said turnout without any payment whatsoever to the APPLICANT.

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

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

13. 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 ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the applicant.

14. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

15. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$52,454.85 (Bond Number: 64473599) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. 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 ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

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

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

18. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

19. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

20. The decision of ALDOT will be final on any question that may arise hereunder and concerning any work performed or to be performed pursuant hereto.

21. If the operation of the permitted intersection deteriorates below reasonable levels of service or becomes a safety issue for the users of the accessed state route, ALDOT reserves the right to reevaluate this access. Should the evaluation recommend limiting or modifying certain traffic movements, appropriate measures will be taken to increase the level of service and/or improve the safe operations of the access. All improvements made to the permitted access as a result of the evaluation will be paid for by the property owner and will be covered under a separate permit.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 14 day of January, 20 19.

WITNESS:

[Signature]

Quintussa Properties, LLC
Legal Name of Applicant

By: [Signature]
Authorized Signature and Title for Applicant

Justin Southall
Typed or Printed Name of Signee

739 Big Canoe Run
Address Line 1

Fairhope, AL 36532
Address Line 2

251-990-8383
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT: Samuel S. Palmer Jr.
Printed Name

[Signature]
Signature

1/25/2019
Date

AREA: _____
Printed Name

Signature

Date

REGION: _____
Printed Name

Signature

Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: Vincent E. Calanetti
Printed Name

[Signature]
Signature

2/6/19
Date

ALABAMA DEPARTMENT OF TRANSPORTATION
SPECIAL AGREEMENT FOR
INSTALLATION OF DRAINAGE STRUCTURES ON HIGHWAY RIGHT-OF-WAY

County Baldwin

Route Number US-98

Milepost 42.91

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: 01/17/19

PERMIT NUMBER: 9-2-11155

Bonding Agency Western Surety Company

Bond Number 64473599

Associated Permits and/or Documents BM-111, MB-02, Permit Checklist, Site Improvement Plans,

Engineers Cost Estimate, (ROW only).

THIS AGREEMENT is entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and Quintussa Properties, LLC, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Baldwin County, Alabama, on the maintenance section being designated as Southwest, and consisting approximately of the following install of 113 LF of 18" storm sewer & 100' LF of 18"x 11" storm sewer with sloped paved headwalls.

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

1. ALDOT hereby permits to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on plans previously submitted to and approved by ALDOT, which plans are hereby made a part of this Agreement by reference.
2. All work shall be subject to the inspection and approval of ALDOT, and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.
3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.
4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.
5. The APPLICANT will not store material, excess dirt or equipment on the shoulders or pavement and, in event of multi-lane highways, in the median strips. The pavement will be kept free, by the APPLICANT, from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

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 such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

8. In the event that ALDOT 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 BMP's into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

9. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

10. 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.

11. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

13. 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 ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

14. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

15. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 52,454.85 (Bond Number: 64473599) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. 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 ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

16. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas districts then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

17. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

18. This Agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

19. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 16 day of January, 20 19.

WITNESS:

[Signature]

Quintussa Properties, LLC
Legal Name of Applicant

By: [Signature]
Authorized Signature and Title for Applicant

Justin Southall
Typed or Printed Name of Signee

739 Big Canoe Run
Address Line 1

Fairhope, AL 36532
Address Line 2

251-990-8383
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT: Samuel J. Palmer Jr [Signature] 1/25/2019
Printed Name Signature Date

AREA: _____
Printed Name Signature Date

REGION: _____
Printed Name Signature Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: Vincent E. Calanetti [Signature] 2/16/19
Printed Name Signature Date

ALABAMA DEPARTMENT OF TRANSPORTATION
SPECIAL PERMIT AGREEMENT FOR
INSTALLATION OF UTILITIES ON HIGHWAY RIGHTS-OF-WAY

County Baldwin
Route Number US-98
Milepost 42.91

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: 01/17/19
PERMIT NUMBER: 9-2-11156

Bonding Agency Western Surety Company Bond Number 64473599

Associated Permits and/or Documents BM-111, MB-07, Permit Checklist, Site Improvement Plans, and
Engineer's Cost Estimate (R.O.W. only)

THIS AGREEMENT is entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and Quintussa Properties, LLC, hereinafter referred to as the APPLICANT.
(Fairhope Public Utilities)

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Baldwin County, Alabama, on the maintenance section being designated as Southwest, and consisting approximately of the following: Install 113 LF of 18" Storm Sewer and 100 LF of 18" X 11" Storm Sewer with sloped paved headwalls. Total of 3 water taps to be made in the ROW & Fire Hydrant installation tap. Irrigation is not permitted in the ROW.
_____ ; and

WHEREAS, ALDOT 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 ALDOT so as not to interfere with the maintenance of the highway, which plans are made a part hereof by reference. Any variation from the approved plans will require approval from ALDOT.

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 ALDOT and is hereby made a part of this permit by reference.

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

4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

5. 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 such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT 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 fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

8. 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.

9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. 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 ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 52,454.85 (Bond Number: 64473599) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. 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 ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, The APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

13. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

14. 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.

15. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

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

17. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

18. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is to the site.
The APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT immediately of the change.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 14 day of January, 20 19.

WITNESS:

[Signature]

Quintussa Properties, LLC
Legal Name of Applicant

By: [Signature]
Authorized Signature and Title for Applicant

Justin Southall
Typed or Printed Name of Signee

739 Big Canoe Run
Address Line 1

Fairhope, AL 36532
Address Line 2

251-990-8383
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT: Samuel J. Palmer Jr. [Signature] 1/25/2019
Printed Name Signature Date

AREA: _____
Printed Name Signature Date

REGION: _____
Printed Name Signature Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: Vincent E. Calanetti [Signature] 2/6/19
Printed Name Signature Date

PERMIT CHECKLIST

REV. April 2017

SW Region-Mobile Area

Applicant Quintussa Properties LLC

Route US-98

Milepost 42.91

- ❖ Use this checklist with the following Permit Applications: BM-111(Turnout), MB-05 (Grading & Landscaping), MB-07 (Drainage), & MB-01 (for utility work associated with development).
- ❖ ALDOT Manuals are available online at: www.dot.state.al.us/maweb/permits__operations.htm
- ❖ Commonly used Standard Drawings/ Details & Area specific materials such as Access Management Plans are available at: www.dot.state.al.us/regsw/permitting.html
- ❖ All submittals & questions should be directed to the District Office unless otherwise noted.
- ❖ Please check all items that apply, if item is not applicable simply leave the space blank.
- ❖ This list may not be all inclusive; ALDOT reserves the right to request additional information that may be needed for any particular project.
- ❖ As-Built Certification - After completion of work, a signed certification letter will be submitted by the Engineer of Record stating the project has been constructed in accordance with the plans approved by the State and with specifications, supplemental specifications and special provisions applicable at the time of approval.

District 1

Mr. Frankie L. Smith
District Administrator
1701 I-65 West Service Road North
Mobile, Alabama 36618
(251) 470-8322

District 2

Mr. Samuel J. Palmer Jr.
District Administrator
47450 Rabun Road
Bay Minette, Alabama 36507
(251) 937-2086

District 3

Mr. Mickey T. Jones
District Administrator
10610 Highway 31 South
Evergreen, Alabama 36401
(251) 578-7546

Note: Permit application, Form W-9, and Performance bond or check should all be in the name of Legal Applicant. (Land owner must be named as Legal Applicant, unless a Power of Attorney is provided to another party to allow said party to seek permit approval for proposed work. In either case, all permit materials are to be submitted under the same name.)

First Submittal (Preliminary Review) - 2 copies of each

- ___ Permit applications
- ___ Permit Checklist
- ___ Proposed Construction Plans (Should be neat and large enough to be legible)
- ___ Engineer's Cost Estimate to determine bond amount. Estimate must be based on "in-place" costs for all work done on ROW. (Minimum Bond Amount is \$5,000.00)

Final Submittal - 4 copies of each

- Permit application
- Permit Checklist
- Construction Plans (Should be neat and large enough to be legible)
- ADEM Notice of Registration, (NOI is also acceptable) (If over 1 acre soil disturbance)
- Performance Bond BM-174 (Amount Approved by ALDOT) (** 9.1 Permit Manual)
OR Blanket Bond Continuation Letter/Certificate (If applicable)
OR Cashier's check and Form W-9 (cashier's check, certified check)
- PDF of plans (can be emailed if under 22MB)

Permit Application (filled by Applicant): (**1.4.1 Permit Manual)

- ❖ Permit Number & Associated Permits will be assigned by the District office
- Name of County
- Mile Post to the nearest 0.01 mile from beginning to end of proposed work

PERMIT CHECKLIST

REV. April 2017

SW Region-Mobile Area

- Route Number (SR-xx, US-xx, I-xx)
- Date (Enter date for final submittal only)
- Applicant's Legal Name, signature, mailing address and phone number
- Include Amount of Bond, and Bond Number (Enter on final submittal)
- Witness' Signature

General Permit Plan Requirements: (specific permit requirements follow)

- Vicinity Map (State & US routes labeled clearly with name and direction of nearest town)
- North arrow
- Posted Speed limits within boundaries of permit
- Scale or note stating "Not to Scale"
- Mile Post (nearest 0.01 mile from beginning to end of proposed work)
- Detailed Legend
- Route Number (SR-xx, US-xx, I-xx)
- Denote Centerline (CL), Right-of-Way line (ROW), Edge of Pavement (EOP) and relevant property lines on each sheet
- Width of all lanes of existing and proposed roadway pavements including shoulders
- Distances: Centerline to ROW line, EOP to ROW line, proposed work to ROW line
- Distance from the EOP to the center of the side ditches and show the direction of flow with arrows
- Show all existing & proposed utilities, appurtenances, drainage structures & accessories and provide the distance from the ROW line.
 - Existing utilities shall be accurately represented both horizontally and vertically in the submitted plans.
 - When deemed necessary by ALDOT, existing utilities shall be located in the field by means of flagging, staking, painting, and potholing/ probing for inspection by ALDOT Representatives.
 - Vertical location of utility lines are to be accurately reflected in cross section views.
 - It should be determined prior to construction if minimum coverage of utilities will be maintained upon completion of work.
 - If no existing utilities are present, state "No Existing Utilities"
- All applicable ALDOT Standard and Special drawings must be included in plans
- Demolition Plan (Include existing conditions and identify anything to be removed from ROW)
- Erosion control plan (BMP) is needed if an ADEM permit was not required for project
- Traffic Control Plan - (utilizing all guidelines of the 2009 MUTCD, site specific)
- ALDOT General Notes must be included in the plan set (see pages 5-7)

Turnout Permit Plan Specific Requirements: (BM-111-B) (**Chapter 2 Permit Manual)

- Type of business the turnout will serve (Include # of units, square footage, etc...)
- Existing Site Plan (with location of all existing buildings, pumps, signs, racks, drainage items, etc.)
- Proposed Site Plan (with location of all proposed buildings, pumps, signs, racks, drainage items, etc.)
- Stopping Sight Distance (SSD) (Must meet AASHTO Green Book requirements)
- Design and width of turnout including radii (min. lane width is 12' wide)
- Distance from center of the turnout to property line
- Distance from proposed turnout to nearest existing turnout on each side
 - Measured as shown in CH.4 of Access Management Manual
 - Corner Clearance distance(s) should also be shown and considered during preliminary discussions
- 6:1 slope paved headwalls are required for side drain driveway pipes
- Side Drain drainage should be designed for a 10 year event

PERMIT CHECKLIST

REV. April 2017

SW Region-Mobile Area

Profile View of Drive

- Show proposed drive and existing ground
- Label CL of Route, ROW, EOP, existing and proposed features, slopes, etc.
- Show any utilities and drainage structures in this view
- Slope from edge of pavement to ROW (1/2" per foot or -4% minimum)

** If any ditch grading is required, refer to the grading & landscaping section for additional items needed.

Details: (not limited to the following) (common details are available on website)

- Buildup detail for surface; rates, thicknesses, types of material (must extend from EOP to ROW)
- Proposed driveway build-up &/or turn lane buildup meets or exceeds those in the ALDOT Permit Manual
- Butt joint detail must be included showing smooth and even joint adjoining EOP with a note to "saw cut" where applicable
- Striping plan, traffic signage, pavement markers, etc. (Class 2, Type A Thermoplastic Stripe must be stated for all stripe on ROW)

___ In any case where the access is crossing adjacent properties, a "non-exclusive easement for ingress and egress" will have to be granted from the property owner before the approval of the permit.

Grading and Landscaping Permit Plan Specific Requirements: (MB-05) (**4.0 Permit Manual)

___ Cooperative Maintenance Agreement -MB-06A (where applicable) (**pg. 4-1 Permit Manual)

- Plan View should show any existing and proposed contours where grading is taking place
- Cross Sections every 50 feet of grading or significant grade changes

- Show & label edge of pavement, ROW line, existing ditch (if any), and area to be graded
- All existing and/ or proposed utilities & drainage structures should be shown in cross sections (min. coverage shall be maintained upon completion of the work)(Line relocations must be permitted)
- Show original grade, finished grade, EOP and ROW designate each on cross sections
- Offsets & Elevations and/ or slope ratios are required to be stated
- Slopes should be designed to be recoverable & clear zone standards are to be followed

- Profile view, where the work intersects existing utilities, will be required to ensure that the proposed work will not conflict with existing utilities.

If permit requires the cutting or removal of ALDOT denied access fence, the fence should be replaced with ALDOT approved fence material and temporary fence should be installed prior to the removal of any existing denied access fence.

Plans shall include spacing and distances from EOP to proposed plantings

- Plantings in the median with a mature height over 18" should be placed 150' from crossovers and 12' from the EOP
- Plantings on the ROW with a mature height over 18" should be placed 150' from turnouts
- Plantings that will reach a trunk diameter of 4" or more must meet AASHTO Clear Zone requirements

- Note any trees to be trimmed or removed (Include tree diameter at 54" high and species)
- Sodding shall be in conformance with the latest standards.

___ If work is on the Interstate ROW, notes for Ingress, Egress, Access Being Closed at the End of the Day, and Fence Replacement should be included on the plan sheets.

___ If a patch is to be made it shall be according to ALDOT's patch detail requirements.

PERMIT CHECKLIST

REV. April 2017

SW Region-Mobile Area

Drainage Permit Plan Specific Requirements: (MB-07) (**Chapter 5.0 Permit Manual)

- Drawings must be stamped and signed by an engineer
- Drainage plan showing existing & proposed stormwater routing, site elevations and drainage structures.
- State the type, size, and lengths of all pipe to be installed in ROW on Plan & Profile Views
- Slope paved headwalls are required for all pipes releasing in ROW
- If the permit contains storm sewer drains, the preferable inlet spacing is 50' on state ROW with a maximum spacing of 65'.
- Profile View of Proposed Drainage
 - Label CL of Route, ROW, EOP, existing and proposed features, any existing or proposed utilities, etc.
- Drainage Calculations (required)
 - Side Drain drainage should be designed for a 10 year event; Cross Drains entering ALDOT ROW should be designed for a 50 yr event; INTERSTATE Cross Drain design should be for a 100 yr event
 - PRE & POST-development drainage information is required
 - Information should be in the form of PRE-DEVELOPED = ___ cfs and POST-DEVELOPED = ___ cfs (POST shall not exceed PRE development drainage for the 10 yr or 50 yr event.)
 - Any drainage flow charts should be easy to follow in order to allow for a quick, yet, concise review
 - For larger developments submit a drainage report with all Pre and Post Development calculations (the method of calculation must be identified in the report). Include all aspects of the drainage design. Design aspects include, but are not limited to: size of pipe, size of detention facility, design of overflow structure(s), etc. Software reports shall be submitted if applicable.
 - Letter from Licensed Engineer stating that the proposed work will not have any adverse effects upstream or downstream.

Utility Permit Plan Specific Requirements: (MB-01) (**4.2 Utility Manual)

Utilities must be placed 25' min horizontally from nearest bridge support (columns, abutments, etc.) and 12' min horizontally from culvert headwalls, wing walls, and foundations.
Roadway crossings shall be as near perpendicular as possible to the roadway

Underground Utilities

Underground utilities installed across Interstate ROW must be bored not open cut

Roadway crossings- Plan View

- Type to be used (Ex. - Dry Bore)
- Show milepost for each proposed bore
- Show encasements if required, any other utilities or drainage structures, etc.
- Crossing should be as perpendicular to the road as possible
- Location of all existing & proposed utilities, appurtenances, drainage structures & accessories with distances from ROW.
- Show abandoned utility lines
 - Abandoned lines 4" or greater shall be filled with grout or removed.
- If a patch is to be made it shall be according to ALDOT's patch detail requirements
- Depth of Bury
 - 36" minimum beneath the flow line of ditch, 48" minimum under pavement, but additional depth may be required
- Boring Method
 - Type of Bore with procedure and specifications, boring head, reamer size & fluid type
 - Directional bores shall include bore design information signed by the engineer of record. (Include: fluid type & normal operating PSI and GPM (the maximum allowable fluid rate is 350 PSI at 15 GPM)
 - Include Note: The max allowable ratio will not be exceeded without prior ALDOT approval.
- Profile if manholes are permitted (Manholes must be flush with existing ground line)

PERMIT CHECKLIST

REV. April 2017

SW Region-Mobile Area

- Bores that require bore pits must state/depict bore pit dimensions (length x width x depth)
 - Bore pits must be located outside D/A fence on interstate crossings
 - Side roads must be bored & encased if ADT > 500
 - plowing or trenching will not be allowed within the road prism area
- Profile of proposed Bore Crossings (label ROW, pipe, ground, etc)
- All meters shall be installed off ALDOT rights-of-way
- Horizontal distance from bridge footings or drainage structures is 25 foot minimum
- Type of marking to be placed with underground power lines and/ or non-metallic conduit (Metallic tape, flagging, etc.)

Encasements for Roadway Crossings

- Water and Sewer mains larger than 2" shall be encased, materials may vary
- Gas mains larger than 2" shall be encased in coated steel
- Communication lines may use continuous roll HDPE
- Minimum depth measurement is measured from the base of pavement to top of encasement
- Encasement size, length (minimum: back of ditch to back of ditch), type of material and coating
- Encasements beneath Interstates should extend beyond the denied access on both sides
- An individual steel or copper service line of 2" or smaller may cross under the roadway without encasement. A copper line must be Type "K", continuous roll and be labeled on the plans to cross under the roadway without encasement.
- Encasement variance for a utility line along/across the highway will only be accepted if the API accompanied by a Pisces or Technical Toolbox computer generated report. The report shall adhere to 1102 and the PRCI Report PR-227-9424
- Spacer Detail (wooden spacers are not permitted for use in ROW)

Aerial Utilities:

- Profile of Roadway Crossing, showing pole height, vertical clearances over centerline of travel ways, arm length if street light
 - Minimum of 18' of clearance over travel ways
 - Maintain a vertical and horizontal clearance of 25' over bridges
 - Vertical - from the top of the barrier rail
 - Horizontal - from the neat lines of the structure
 - Clearance shown should be height of cable over travel lanes and sag point in line
- Guy Wire requirements (refer to 2.18.3 of the utility manual)
- Poles shall be placed outside clear zone or and outside denied access fence on Interstate routes.
- Proposed poles to be replaced/installed to an existing line shall be "In-Line"
- Installation of new poles and/ or pole foundations require the location of existing underground utilities and any drainage structures to be shown in the plans.

Permit General Notes:

Notes:

1. Please mark all items that apply with an "X", if item is not applicable write N/A in the space provided.
 2. Applicant is used to describe the legal permit applicant or any of their representatives, contractors, or assigns.
-
1. All meters are to be installed off of ALDOT right-of-way.
 2. All manholes, valve boxes, and hand holes should be flush with existing ground.
 3. Applicant shall contact the District Administrator 48 hours prior to beginning work on ALDOT right-of-way. The District Administrators are as follows:

Area-9

PERMIT CHECKLIST

REV. April 2017

SW Region-Mobile Area

- (91) Mobile County – Frankie L. Smith, (251) 470-8322
(92) Baldwin County – Samuel J. Palmer Jr., (251) 937-2086
(93) Escambia and Conecuh Counties – Mickey T. Jones, (251) 578-7540
4. The applicant or Engineer of Record shall promptly write a letter to the District Administrator requesting a Final Inspection upon completion of the permitted work. Any punch list items shall be completed prior to acceptance of work. The Maintenance Period of the Permit Contract begins upon acceptance of work.
 5. Bonds submitted for permits shall be held for a one year Maintenance Period after the work has been inspected and accepted by the Department. During this time any failures, deficiencies, or maintenance care shall be the responsibility of the applicant. At the end of the Maintenance Period the applicant or Engineer of Record shall submit a bond release request letter to the District Administrator, bonds are not released without request.
 6. All traffic control shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. (If project necessitates lane closure, lane closure must be made part of the permit.)
 7. Onsite Representatives & Contact Information Justin Southall, 251-990-8383
 8. Onsite representatives will have on hand, at all times:
 - (1) Approved permit and plans stamped by the Region Engineer
 - (2) Traffic Control Plans
 - (3) Erosion Control Plans
 9. All disturbed areas will be resodded or seeded as directed by the Department of Transportation's District Administrator.
 10. All work on the ROW will be in conformance with the latest edition of ALDOT Standard Specifications.
 11. Electric power and communication facilities will conform to the current applicable *National Electrical Safety Code*.
 12. A Best Management Plan shall at minimum return all exposed areas to original or better condition and require stand of grass and/or sod before acceptance. Silt fence and any other erosion control items needed shall be used to prevent erosion. (NO HAYBALES ARE ALLOWED IN ROW)
 13. All trees over 4" DBH shall not be cut/removed without written permission from ALDOT.
 14. N/A Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected. (Bore pits have a maximum of 72 hours to be open before filled.)
 15. Upon completion & any time thereafter, ALDOT retains the right to request an As-Built plan of any permitted work in said department's Rights-of-Way (ROW).
 16. **WARNING:** Do not disturb Survey Markers located on ALDOT Right-of-Way. Any property markers disturbed during construction shall be re-established by an Alabama licensed professional land surveyor at the expense of the permit applicant.
 17. The total area to be disturbed during construction of this permit: 1.22 acre(s). (On & Off ROW combined)
 18. Water lines shall conform to the currently applicable standards of the *American Water Works Association*.
 19. Pressure pipe lines shall conform to the currently applicable sections of *American National Standards Institute (ANSI)*.
 20. As required by Alabama Act 94-487: Call two working days before excavation 1-800-292-8525, Alabama Line Location Center, Inc.
 21. All existing utility facilities in the proposed work area shall be physically located both horizontally and vertically.
 - a. The utility facilities in the area of work are represented to the best of my knowledge, according to locates provided by 811 and individual due diligence. Engineer Initials tlg
 - b. 811 Locate Request # 182270934
 22. Any ornamental vegetative landscaping (shrubs, flowers, ornamental grass, etc.) disturbed during construction shall be replaced, transplanted or sodded by the applicant as directed by the Alabama Department of Transportation District Administrator.
 23. All fill material or onsite debris deposited in the right-of-way shall be removed prior to issuance of final acceptance to begin the one year maintenance period of the permit contract.

PERMIT CHECKLIST

REV. April 2017

SW Region-Mobile Area

24. The applicant shall see that all solid waste (I.E., wood, stumps, etc.) is disposed of in accordance with applicable regulations of the Alabama Department of Environmental Management (ADEM).
25. Property obstructions which are to remain in place, such as historical structures, trees, drains, water or gas pipes, poles, wall, etc., are not to be disturbed unless noted and approved by SHPO, ALDOT, ADEM, EPA, etc.
26. The applicant is responsible to see that streets are cleaned immediately after concrete or other delivery trucks leave the site. Mud and debris are to be kept off streets, and out of inlets, ditches, etc.
27. Fuel tanks shall not be stored on the right-of-way overnight. Vehicles transporting fuel, chemicals, fertilizers, etc. onto right-of-way shall not be left unattended.
28. The applicant or Engineer of Record shall promptly notify ALDOT of any perceived conflicts, ambiguous items or deficiencies in the plans, specifications, general notes or related contract documents.
29. N/A For work within Interstate ROW, all ingress and egress to worksite shall be from applicant's property. No access shall be gained from the Interstate ROW. Equipment and materials shall not be stored on Interstate ROW.
30. X Milepost(s) 42.85 to 42.93 Speed Limit 45 Stopping Site Distance >600'
31. X Is drainage/ runoff from this site directed onto state ROW? (circle) **YES^X** or **NO** Engineer Initials ts
32. X Are utility conflicts present or is utility relocation required for this project to meet specifications? (circle) **YES** or **X NO** Engineer Initials ts
33. X Shall minimum cover over utilities be maintained upon completion of work? (circle) **YES^X** or **NO** Engineer Initials ts
34. The legal permit applicant is held responsible and liable for all damages, actions, or responsibilities of their appointed contractors, assigns, or appointees.

COMMENTS: _____

Quintusa Properties, LLC	739 Big Canoe Run	
251-990-8383	Fairhope, AL 36532	11/13/18
Applicant	Applicant's Mailing Address	Date
	JSouthall@parker.edu	
Applicant's Phone Number	Applicant's E-mail address	

Thomas Larry Smith, PE	
Engineer of Record	
251-990-6566	larry@secivil.pro
Engineer's Phone Number	Engineer' E-mail address

S.E. Civil, LLC

1 S. School Street

Fairhope, AL 36532

Mailing Address for Approved Permit

larry@secivil.pro

From: Rebecca Bryant <rebecca@watershed.pro>
Sent: Tuesday, January 15, 2019 2:26 PM
To: Larry Smith
Subject: Fwd: Eastern Shore Chiropractic- Street Trees Letter for ALDOT

Do you need more than this from Paul?

Rebecca Dunn Bryant, AIA
LEED Fellow, Living Building Ambassador
rebecca@watershed.pro

W A T E R S H E D

Building Sustainability
302 Magnolia Avenue
Fairhope, AL 36532

p 251.929.0514

c 251.406.2143

www.watershed.pro

Please consider the environment before printing this email

City Arborist

Begin forwarded message:

From: Paul Merchant <paul.merchant@cofairhope.com>
Subject: RE: Eastern Shore Chiropractic- Street Trees Letter for ALDOT
Date: January 15, 2019 at 2:23:52 PM CST
To: Rebecca Bryant <rebecca@watershed.pro>

Rebecca,

Yes, like I said the other day, someone will just need to fill out tree removal form that you took the other day, and I will approve the removal and replacement of the two live oaks. With that being said, it's a MUST to have permit on job site when tree work is being done. Thank you and any more questions please feel free to call or email.

Paul Merchant

From: Rebecca Bryant <rebecca@watershed.pro>
Sent: Tuesday, January 15, 2019 11:59 AM
To: Larry Smith <larry@secivil.pro>; Paul Merchant <paul.merchant@cofairhope.com>
Subject: Eastern Shore Chiropractic- Street Trees Letter for ALDOT

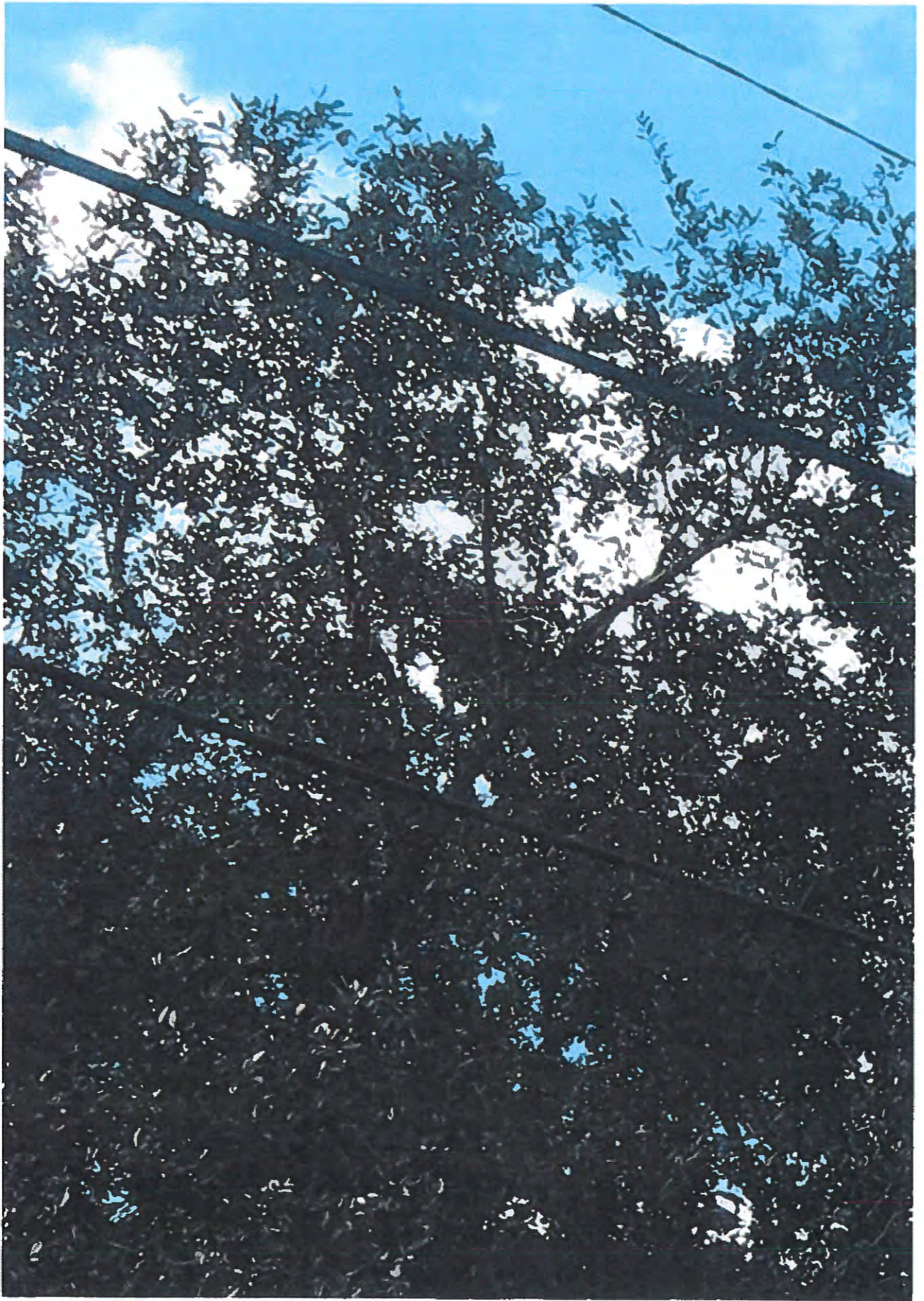
Hi Paul,

I wanted to follow up with you on this project. As you remember, Eastern Shore Chiropractic is located in the county, but within the City's policy jurisdiction. We have submitted the plans for building permit, and the review is underway. Since we are located on Highway 98, and will be building a new driveway, Larry has also submitted the plans to ALDOT for permit. We need a letter from you in order to respond to their preliminary comments.

To refresh your memory, in order to build the access drive we have to remove a live oak along 98. There are two live oak street trees on our frontage, one of them is pretty sick looking, and one healthy. Unfortunately, the one we have to remove is the healthy one. Larry's drawing C1 shows both trees. We proposed to ALDO that we remove both trees and plant two new live oaks adjacent to the drive to replace them, and continue the line of live oak street trees along highway 98. Their preliminary comments indicated that they did not want us to plant any trees in the ROW, but they then amended those comments to say that we just need to provide a letter from the City of Fairhope showing that you will allow trees in the ROW. We're pushing to get the ALDOT permit as soon as possible, and if it's easier, I think you could probably provide an email instead of a letter. Larry, chime in if that is not accurate.

I've tried to be brief, so if you need more information please feel free to call me or Larry. I have attached a picture of the two trees, so you can see the state of each. ALDOT initially asked us to just leave the scraggly one, but we felt sure that the COF would not agree with that decision. It kills me that our driveway hits right in the middle of the healthy one, but we could not find any way to avoid that outcome.

Thank you,
Rebecca



Rebecca Dunn Bryant, AIA
LEED Fellow, Living Building Ambassador
rebecca@watershed.pro

WATERSHED

Building Sustainability
302 Magnolia Avenue
Fairhope, AL 36532

p [251.929.0514](tel:251.929.0514)

c [251.406.2143](tel:251.406.2143)

www.watershed.pro

Please consider the environment before printing this email

LANCE R. LEFLEUR
DIRECTOR



KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

November 14, 2018

JUSTIN SOUTHALL
OWNER
QUINTUSSA PROPERTIES LLC
739 BIG CANOE RUN
FAIRHOPE AL 36532

RE: Eastern Shore Chiropractic
Baldwin County (003)

Dear Mr. Southall:

Based on your request, coverage under **General NPDES Permit Number ALR10BEAT** is granted. The effective date of coverage is November 1, 2018.

Coverage under this permit does not authorize the discharge of any pollutant or wastewater that is not specifically identified in the permit and by the Notice of Intent.

You are responsible for compliance with all provisions of the permit including, but not limited to, the performance of required inspections and/or monitoring, and the preparation and implementation of a Construction Best Management Practices Plan (CBMPP) required by the permit.

The Alabama Department of Environmental Management encourages you to exercise pollution prevention practices and alternatives at your facility. Pollution prevention will assist you in complying with permit requirements.

A copy of the General NPDES Permit under which coverage of your discharges has been granted is enclosed. If you have any questions concerning this permit, please contact Dale P. Mapp by email at dpm@adem.alabama.gov or by phone at (334) 394-4399.

Sincerely,

A handwritten signature in black ink that reads "Glenda L. Dean".

Glenda L. Dean, Chief
Water Division

GLD/jp

Enclosure: Permit

File: NOI

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1803 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

ENGINEER'S ESTIMATE OF PROBABLE COSTS

Demolition, Clearing & Grubbing

Pipe Removal	52	LF	\$	18.30	\$	951.60
Strip Topsoil	113	CY	\$	4.50	\$	508.50
Tree Removal	2	LS	\$	2,000.00	\$	4,000.00
Saw Cut & Shoulder Removal	124	LF	\$	11.60	\$	1,438.40
Headwall Removal	0	EACH	\$	250.00	\$	-
18" Pipe Removal	0	LF	\$	15.00	\$	-
Asphalt Removal	137	SY	\$	8.00	\$	1,096.00
Subtotal					\$	7,994.50

Earthwork, Drainage, Utilities, & BMP's

Silt Fence Installation	57	LF	\$	4.90	\$	279.30
Wattles 12"x10"	16	LF	\$	4.11	\$	65.76
Permanent Seeding	0.14	AC	\$	870.00	\$	121.80
Permanent Mulching	0.14	AC	\$	840.00	\$	117.60
Solid Sodding	675	SY	\$	4.30	\$	2,902.50
Tree Replacement	2	EA	\$	500.00	\$	1,000.00
Polyethylene Sheeting	0	SY	\$	1.25	\$	-
Unclassified Excavation	37	CY	\$	6.83	\$	252.71
Borrow Excavation	200	CY	\$	11.16	\$	2,232.00
18" Reinforced Concrete Pipe, CL 3	119	LF	\$	26.00	\$	3,094.00
14"x22" Arch Pipe, CL 3	0	LF	\$	40.00	\$	-
15" Reinforced Concrete Pipe, CL3	34	LF	\$	21.00	\$	714.00
60" Reinforced Concrete Pipe, CL3	0	LF	\$	170.00	\$	-
Pipe End Treatment, 18"	2	EA	\$	611.00	\$	1,222.00
Pipe End Treatment, 48"-72"	0	EA	\$	2,855.00	\$	-
12" Casing (Trenched)	0	EA	\$	\$20	\$	-
6" PVC C-900	0	LF	\$	13.50	\$	-
Fire Hydrant Assembly	1	EA	\$	3,850.00	\$	3,850.00
1.5" PVC Water Service	16	LF	\$	8.50	\$	136.00
Water Service Tap	3	EA	\$	1,850.00	\$	5,550.00
Water Main Tap	1	EA	\$	3,250.00	\$	3,250.00
Storm Junction Box	1	EA	\$	3,500.00	\$	3,500.00
6" PVC Sewer	0	LF	\$	25.00	\$	-
Subtotal					\$	28,287.67

Paving & Striping

825-B Base Calca In place	134	TON	\$	38.50	\$	5,159.00
Roadbed Processing	364	SY	\$	1.90	\$	691.60
Bituminous Wearing Surface	336	SY	\$	7.94	\$	2,667.84
Tack Coat	0	SY	\$	0.55	\$	-
Prime Coat	364	SY	\$	1.00	\$	364.00
Upper Bituminous Binder	336	SY	\$	12.35	\$	4,149.60
Lower Bituminous Binder	0	SY	\$	11.60	\$	-
Lower Bituminous Binder	0	SY	\$	11.35	\$	-
Concrete Island	0	SF	\$	10.65	\$	-
Striping	0	LS	\$	2,000.00	\$	-
Subtotal					\$	13,032.04

Traffic Control and Signage

Construction Signs	16	SF	\$	22.88	\$	366.08
Channelizing Drums	12	EA	\$	22.88	\$	274.56
Traffic Control	1	LS	\$	2,500.00	\$	2,500.00
Subtotal					\$	3,140.64

TOTAL					\$	52,454.85
--------------	--	--	--	--	----	------------------


 Signature

1/13/19
 Date



Project: Eastern Shore Chiropractic

**BOND
FOR PERFORMANCE OF THE WORK**

Effective Date: January 15th, 2019

STATE OF ALABAMA
MONTGOMERY COUNTY

PERMIT NUMBER: _____
BOND NUMBER: 64473599

KNOWN ALL MEN BY THESE PRESENTS: That we Quintussa Properties LLC
_____, as Principal, and
WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the ALABAMA
DEPARTMENT OF TRANSPORTATION, in the penal sum of \$52,454.85
for the payment for which well and truly to be made, we hereby bind ourselves, our heirs, executors,
administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this the 9th
day of January, 2019.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound
principal hereon, Namely, Quintussa Properties LLC
this day entered into a permit Contract as applicant with the ALABAMA DEPARTMENT OF
TRANSPORTATION for work on highway right of way, attached hereto and incorporated herein, required by
the Department as provided for in the permit contract, to be performed in Baldwin
County, Alabama, Highway Number Hwy 98, a copy of which permit Contract is hereto attached.

NOW, THEREFORE, in the event the said Quintussa Properties LLC,
as such applicant shall faithfully and promptly perform the permit contract and all the conditions and
requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be
in full force and effect.

PROVIDED, further, that upon the failure of the said Quintussa Properties LLC ,
as such applicant, to promptly and efficiently prosecute said permit contract work in any respect, in
accordance with the permit contract, the above bound WESTERN SURETY COMPANY
as Surety, shall take charge of said work and complete the permit contract at their own expense, pursuant to
its terms. Said Surety may, if they so elect, by written direction given to the State Transportation Director
authorize the Director to complete or cause to be completed the said permit contract work at the expense of
said Surety, and such Surety hereby agrees and binds Surety to pay the cost and expense of the completion
of such permit contract work.

In the event said Principal shall fail or delay the prosecution and completion of said permit contract work
and said Surety shall also fail to act promptly as hereinbefore provided, then said Transportation Director
may cause ten days notice of such failure to be given, either, either to said Principal or Surety ,and at the
expiration of said ten days, if said Principal or Surety do not proceed promptly to complete the permit
contract, including all work provided therein, the ALABAMA DEPARTMENT OF TRANSPORTATION shall
have the authority to cause said permit contract work to be done and accomplished and when the same is
completed and cost thereof determined, the said Principal and Surety shall and hereby agree to pay any and
all cost of said permit contract work.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind
to person or property that may result from a failure in any respect to perform and complete said permit
Contract including all work therein provided.

**SIGN
& DATE**

... of the Director of the Alabama Department of Transportation upon any question connected with the execution of the permit Contract, or any failure or delay in the prosecution of the permit contract work attached hereto and incorporated herein, by said Principal or Surety, shall be final and conclusive.



WITNESS our hands and seals, this 9th day of January, 2019.

ATTEST:

Cassandra C. Miller
(Name and Title)

[Signature]
(Signature of Applicant Official)

President
(Title of Officer Signing)

(Affix Seal) WESTERN SURETY COMPANY
Name of Surety

Quintussa Properties LLC
Legal Name of Applicant (Company) as Principal
151 Fly Creek Ave, Suite 411,
Fairhope, AL 36532
Address

(251) 786-7665
Contact Number

By: *[Signature]*
Attorney in Fact for Surety

NOTICE TO INSURANCE PRODUCER

Countersigned by Alabama Licensed Insurance Producer for Surety, if applicable:

[Signature]
Name (signature)

1024 Hillcrest Rd., Mobile, AL 36695
Address

License Number

Please print or write legibly your name, complete address, and license number below:

PAUL BRANNON
Name (print)

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent 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.)

ACKNOWLEDGMENT OF SURETY

STATE OF Alabama }
COUNTY OF ~~Mobile~~ Baldwin }

(Attorney-in-Fact)

Bond No. 64473599

On this 9th day of January, 2019, before me, a notary public in and for said County, personally appeared Robert Patterson Branyon to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Robert Patterson Branyon acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Highway 98 Fairhope ~~Mobile~~, Alabama, 24190 US, the day and year last above written.

My commission expires October 15, 2022

Sabrina T. Kaisey
Notary Public



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

Robert Patterson Branyon of Mobile,
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:

One Right of Way

bond with bond number 64473599

for Quintussa Properties LLC

as Principal in the penalty amount not to exceed: \$52,454.85

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 9th day of January,
2019

ATTEST

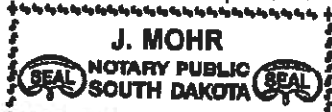
A. Vietor
A. Vietor, Assistant Secretary

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

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 9th day of January, 2019, 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.



J. Mohr
Notary Public

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



January 17, 2019

City of Fairhope
Public Utilities
555 South Section St.
Fairhope, AL 36532

P.O. Drawer 429
Fairhope, AL 36533

251.928.8003

Larry Smith, PE
C.E. Civil Engineering
1 S. School Street
Fairhope, Alabama 36532

Re: ES Chiropractic

Dear Mr. Smith,

This letter is written to confirm Fairhope Utilities will accept, for operation and maintenance, all construction for utility services relating to water service(s), natural gas services and a fire hydrant relating to the referenced project. The project is on U.S. Highway 98 just north of Parker Road in Fairhope Alabama.

Please submit this letter along with any ALDOT permitting requests to be incorporated in with the application for such services.

I trust this will be adequate for your needs. Please let me know if there anything else is required.

Yours Very Truly,

A handwritten signature in blue ink, appearing to be "R. Peterson", is written over a faint rectangular stamp.

Richard Peterson, PE, Director of Operations
City of Fairhope Public Utilities

MS4 Area Report

From 04/01/18 to 03/31/19

Land Disturbance

2 Cases

Case Num	Date Received	Parcel Num
LD-190003	01/31/19	05-43-06-23-0-000-001.000
LD-190004	02/22/19	05-43-09-32-0-000-057.000

Office Use Only

Case No. **LD - 190004** Accepted By: CFater Date: 2-22-19
Application Fee: 25.00 Paid Check # 1261 Receipt # 11129

Baldwin County Land Disturbance Application

Main Office (Mailing)
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Main Office (Physical)
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

Applicant

Are you the property owner? YES NO
(If you are not the property owner you must submit Owner Authorization Form signed by the property owner)

Name: BRIAN J. WITTENDORFER Date: 12/18/18
Mailing Address: 1393 COUNTY RD. 9
City: FOLEY State: AL Zip code: 36535
Telephone: (251) 404-6087 Fax: () - - - e-mail: wittendorferb@yahoo.com

Site Information

Parcel ID Number: 05-43-09-32-0-000-057.000
Physical Address (E-911): 23533 3RD. STREET, FAIRHOPE, AL 36532
Subdivision/Lot/Unit No: MONROSE VILLAGE / PT 3 / 15
Lot Size (acres or square feet): .748 ACRES Lot Dimensions: 104.3' X 312.8'
Are there existing structures on the property? YES NO
If yes, please describe: _____

Erosion Control

Revegetation Plan Submitted: YES NO Erosion Control Plan Submitted: YES NO
Proposed Installation Date: 1/21/19 License No.: 24857
Comments: INSTALLING SILT FENCE AROUND PERIMETER OF SITE AND
INSTALLING A CONSTRUCTION ENTRANCE, PER EROSION CONTROL PLAN.
Preparer Signature: Brian J. Wittendorf Date: 12/18/18

(Over, Please Continue to Reverse Side)



Project Description

Type of Activity: Filling Grading Excavating Dredging

Is there existing vegetation on the site? Yes No

If so what type? i.e. trees, bushes, etc. PINE TREES, WATER OAKS, PRIVET, etc..

Is the project greater than 1 acre of disturbance? Yes No
If yes, a Notice of Registration will be necessary. Call ADEM at 432-6533

Notice of Registration #: _____

Corps of Engineers Permit (where applicable) Yes No

Is the project located below the 10 foot contour? Yes No

Is this project greater than 5 acres of disturbance? Yes No
If yes, a Coastal Consistency permit and a Notice of Registration from ADEM will be necessary.
Call 432-6533 for more information.

Description of Work _____

This certificate is valid for a six (6) month period after date of issuance. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this permit and any worked performed will be at the risk of the applicant.

Applicant Signature: Brian J. Wittersdaffer Date: 12/18/18

Office Use Only

Zoning Classification: RSE-2 Planning District: 14 Flood Zone: X

Culvert Permit Site Plan Agent Authorization State Lands Permit Confirmation # _____

U.S. Army Corp. Permit # _____ U.S. Fish & Wildlife Permit # _____

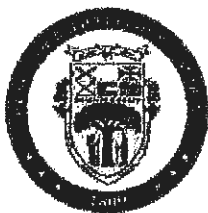
Potential Wetlands YES NO ARB YES NO Study Area: MS4 FLU District: _____

Decision: APPROVED DENIED

Comments: _____

Zoning Administrator (or designee) Signature: Alan Boyd Date: 2/26/19





Baldwin County Planning and Zoning Department
Agent Authorization Form

I/We authorize and permit Brian J. Wittendorfer to act as my/our representative and agent in any manner regarding this application which relates to property described as tax parcel ID# 05-43-09-32-0-000-057.000. I/We understand that the agent representation may include but not be limited to decisions relating to the submittal, status, conditions, or withdrawal of this application. In understanding this, I/we release Baldwin County from any liability resulting from actions made on my/our behalf by the authorized agent and representative. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this application and any worked performed will be at the risk of the applicant. I understand further that any changes which vary from the approved plans will result in the requirement of a new Land Use Certificate.

**NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.*

PROPERTY OWNER(S)

Mary Coleman and James Coleman
 Name(s) [printed]
23723 Montrose Woods Drive
 Address
Fairhope, AL
 City/State
251-656-7711
 Phone Fax #
Mary Coleman 2/22/19
 Signature(s) Date

AUTHORIZED AGENT

Brian J. Wittendorfer
 Name(s) [printed]
24242 Blake Lane
 Address
Montrose, AL
 City/State
251-404-6087
 Phone Fax #
Brian J. Wittendorfer 2/22/19
 Signature(s) Date



Baldwin County Architectural and Preservation Review Board

Application for Certificate of Appropriateness

HD-19002

APPLICANT: Brian J. Witterdorfer
**if applicant is not owner, an agent authorization form must be submitted*

MAILING ADDRESS: 13393 County Rd 9

City: Foley State: AL Zip Code: 36535

Telephone: (251) 404-6087 Fax: () - - -

PARCEL ID NUMBER: 05-43-09-32-0-000-057.000

HISTORIC DISTRICT: MONTROSE () BATTLES WHARF/ POINT CLEAR () MAGNOLIA SPRINGS

(CHECK IF APPLIES TO BUILDING OF THE PROPOSED WORK):

- HAS A COUNTY HISTORIC MARKER ON THE NATIONAL REGISTER OF HISTORIC PLACES
 ON THE ALABAMA REGISTER OF LANDMARKS & HERITAGE

E-911 ADDRESS AT WORK SITE: 23533 3RD STREET, FAIRHOPE AL 36532

WILL THERE BE A CHANGE IN USE AT THE SITE: YES NO

IS A VARIANCE, CONDITIONAL/SPECIAL USE, OR REZONING REQUIRED FOR THE PROPERTY:
 YES NO *→ BUILDING A NEW HOME.*

DESCRIPTION OF PROPOSED WORK (CHECK AND DESCRIBE):

- NEW CONSTRUCTION BUILDING A NEW CUSTOM HOME.
 REPAIRS/RENOVATION
 BUILDING RELOCATION
 BUILDING DEMOLITION
 PAINTING EXTERIOR
 ROOFING
 LANDSCAPING
 OTHER

COMMENTS: _____

Material List

(This table must be completely filled out in order for your application to be considered complete and to be put on the agenda. Mark NA in the table if it does not apply to the proposed work.)

SEE PLANS
↓

Feature	Material or Feature	Color
Roof Style (hip, gable,...)	COMBINATION OF GABLE & HIP ROOFS...	-----
Roof Materials	ARCHITECTURAL SHINGLES - "CAF TIMBERLINE"	CHARCOAL
Siding	HARDIE BOARD AND BATTEN	ALABASTER
Trim	HARDIE TRIM	ALABASTER
Windows	PLYGEM VINYL WINDOWS	-----
Shutters	FIXED WOODEN SHUTTERS @ FRONT	STAIN - "OAK MANTEL"
Doors	WOOD FRONT DOOR w/ side lites and transom. Fiberglass French doors @ back porch.	FRONT DOOR / BACK DOORS STAIN / PAINT WHITE "OAK MANTEL"
Porches	BURCH POWER FLOOR, BEAM BOARD CEILING, (SEE PLANS)	ALABASTER
Fence	N/A	N/A

SIGNATURE OF APPLICANT: Don J. Wittenburger DATE: 12/18/18

BOARD ACTION: APPROVED DATE: 1/8/19

DENIED DATE: _____

CHAIRMAN: [Signature] DATE: 1/8/19

COMMENTS: More or less

OFFICE USE ONLY
 DATE RECEIVED: 12-19-18 RECEIVED BY: Crystal Bates
 PLANNING DISTRICT: 16 ZONING CLASSIFICATION: RSF 2

Plan Review – Development

BCHD GUIDELINES FOR OPERATIONS

Activity/Sub-Activity Description: Subdivision Review & Permitting

Activity Code Number: 802

Administered by: Office Administrator (OA), Permit/Subdivision Mngr. (PM), Engineering Tech (ET) of the Permit Section

Definition: This activity is to ensure residential & commercial Subdivisions abide by the Baldwin County Subdivision Regulations.

Procedure to Accomplish:

FOR ETJ CASES:

- 1) Applicant submits a Development Permit application
- 2) OA looks over the application to ensure all requested information is given (20 min Process Time (PT))
 - If application is lacking information this information must be gathered before the review process is initiated
 - Once the application contains all applicable information the review process can continue
- 3) OA creates a file for the application (40 min PT)
 - Assign the file a number (look in database for next available number)
 - Create both a physical folder as well as a digital folder
- 4) OA sends out copies of plat to necessary parties, request approvals from utility companies (30 min PT)
- 5) PM performs review of application (Utilize Subdivision Regulations as well as the in-house checklist to determine if all requirements are met and insure the safety of the general public is maintained). If subdivision accesses a non-County maintained road a letter must be sent out to the entity responsible for maintenance to obtain their approval of the plans. (120 min PT)
- 6) If traffic impact study is warranted the PM obtains quote from approved consultant, receives payment from developer, and gives consultant a notice to proceed for the study. Once the study has been completed the PM determines if any improvements are warranted. (Lead Time (LT) may take several weeks, continue with other steps while this process is underway - 60 min PT)
- 7) PM visits the site to determine if factors exist that are not seen with the application (30 - 120 min PT)
- 8) PM determines if the Development Permit meets all applicable requirements and composes letter to send to the applicant and city (30 min PT)
 - If any deficiencies exist the deficiencies should be detailed out to the applicant
 - Once all requirements have been met the permit shall be approved
- 9) OA sends out the review letter to the applicant and the city (10 min PT)
- 10) After Development Permit is approved applicant submits Construction Plans for review

BCHD GUIDELINES FOR OPERATIONS

- 11) OA looks over the application to ensure all requested information is given (20 min Process Time (PT))
 - If application is lacking information this information must be gathered before the review process is initiated
 - Once the application contains all applicable information the review process can continue
- 12) OA updates the file for the application (15 min PT)
- 13) PM & ET perform review of application (Utilize Subdivision Regulations as well as the in-house checklist to determine if all requirements are met and insure the safety of the general public is maintained). (180 min PT)
- 14) PM determines if the Construction Plans meets all applicable requirements and composes letter to send to the applicant and city (30 min PT)
 - If any deficiencies exist the deficiencies should be detailed out to the applicant
 - Once all requirements have been met the permit shall be approved
- 15) OA sends out the review letter to the applicant and the city (10 min PT)
- 16) Once the construction plans are approved and all applicable permits have been obtained the PM issues a Subdivision Permit to the applicant granting them permission to begin construction (15 min PT)
- 17) ET inspects subdivision during construction and issues statement to whether or not the improvements meet the minimum standards or not (See Subdivision Inspection SOP)
- 18) After construction is complete and improvements have been approved applicant submits Final Plat application
- 19) OA looks over the application to ensure all requested information is given (20 min Process Time (PT))
 - If application is lacking information this information must be gathered before the review process is initiated
 - Once the application contains all applicable information the review process can continue
- 20) OA updates the file for the application (15 min PT)
- 21) PM performs review of application (Utilize Subdivision Regulations as well as the in-house checklist to determine if all requirements are met and the plat does not differ from the previously plat (90 min PT)
- 22) PM determines if the Final Plat meets all applicable requirements and composes letter to send to the applicant and city (15 min PT)
 - If any deficiencies exist the deficiencies should be detailed out to the applicant
 - Once all requirements have been met the plat shall be approved
- 23) OA sends out the review letter to the applicant and the city (10 min PT)
- 24) After the Final Plat is approved the applicant obtains all necessary signatures and submits Final Plat to County to obtain signatures from the Planning Director (if located in a zoned district) and the County Engineer
- 25) PM reviews Final Plat to ensure nothing has changed from previously approved plat (10 min PT)
- 26) PM Obtains signatures from necessary staff (10 min PT)
- 27) Applicant picks up signed Final Plat and takes to the office of Probate for Recording. Once the Final Plat is recorded (5) copies are brought back to the County
- 28) OA sends out copies of Recorded Plat to necessary parties and files the remaining plat(s) (20 min PT)

Plan Review – Development

**CONSTRUCTION PLANS
PROCEDURE AND REQUIREMENTS
SUBMITTAL CHECKLIST**

This checklist shall be completed and signed upon submitting applications to be considered by the Baldwin County Commission or through the ETJ review process

NAME OF PROPOSED PROJECT:

CASE NO.: _____ DATE: _____

Prior to commencement of construction pursuant to Development Permit approval, the applicant shall submit 2 sets of construction plans for the required improvements, the construction plan review fee, and engineering calculations prepared in accordance with these regulations. These plans and calculations will be reviewed by the County Engineer for compliance with these regulations. Any items being deficient will be detailed in a letter to the applicant and corrected plans and calculations shall be submitted. A Subdivision Permit will not be issued until the Construction Plans have been approved by the County Engineer or his/her designee.

All plans shall meet the minimum standards of design and general requirements for the construction of public improvements as set forth in these regulations. Construction plans shall be drawn at a scale of not less than one (1) inch equals fifty (50) feet and map sheets shall be of the same size as the Subdivision Plat. Construction plans shall be prepared by a Licensed Professional Engineer registered in the State of Alabama. The following construction plans shall be included:

(a) Street Plan containing the following information:

- _____ 1. Locations of all proposed and existing streets or rights-of-way in or adjacent to the subdivisions;
- _____ 2. Width of existing and proposed rights-of-way and easement;
- _____ 3. Street names and location of street signs;
- _____ 4. Plan and Profile of all streets, showing natural and finished grades drawn to scale of not less than one (1) inch equals 100-feet horizontal and one (1) inch equals 10 feet vertical;
- _____ 5. Typical roadway Section detail;
- _____ 6. Cross Sections of proposed streets at a minimum of 100 foot stations;
- _____ 7. Curve data for the centerline of each street: Delta, Tangent, and Radius
- _____ 8. Location of all proposed sidewalks and crosswalks.

_____ (b) Storm Drainage Plans showing plans and specifications that describe the measures proposed to manage storm water runoff (see Section 5.11: *Drainage Systems* and Section 5.12: *Storm Water Detention/Retention Management*). This shall include an overall drainage plan and documents containing all supporting drainage calculations.

_____ (c) Erosion control Plans showing plans and specifications that describe the measures and best management practices which are proposed to control site erosion during and after construction (see Section 5.13: *Erosion and Sedimentation*). This shall include an overall erosion control plan.

_____ (d) Utility Plans showing plans and specifications for the proposed water supply, sewage disposal, and fire protection as applicable (see Section 5.2.5: *Utilities*). This shall include an overall utility plan.

_____ (e) Traffic Control Plans showing plans and specifications for the proposed permanent and temporary traffic control devices.

I certify that to the best of my knowledge, all information supplied with this submittal is complete and accurate.

Signature of Applicant/Engineer/Surveyor

Firm

Date

Plan Review – Development

DRAINAGE / EROSION CONTROL PLAN CHECKLIST

CASE NAME _____ CASE NO. _____

DISTRICT _____ ZONED _____ REVIEW ENGINEER _____ DATE _____

PARCEL ID _____

APPLICANT INFO _____

Section 5.11.2 Drainage System Standards

- (a) _____ Stormwater drainage system separate and independent from any sanitary sewer system
Design narrative and calculations by P.E. licensed in Alabama
Fill does not restrict the flow of water or redirect stormwater to adjacent properties
If water is diverted into an unnatural water system on private land drainage rights must be secured by the applicant and indicated on the plans
Any spring water is carried away by pipe or open ditch (either in ROW or unobstructed drainage easements)
- (b) _____ Potential upstream development accommodated in design
- (c) _____ Downstream drainage facilities adequate for additional runoff

Section 5.11.3 Drainage Systems

- (a) _____ Inlets provided to prohibit surface water from running across intersections or for a distance greater than 600' in a gutter
Spread no greater than 1/4 of the design lane width
- (b) _____ Drainageways, drainage systems, bridges and box culverts comply with Baldwin County Design Standards for New Road Construction
Backwater does not flood/adversely affect upstream property
- (c) _____ Roadway cross drain pipes / common driveway culverts min 18" (or equivalent arch pipe) RCP
Pipes outside the travel way are ALDOT approved materials
- (d) _____ Open ditches must have a flat bottom and max of 3:1 side slopes
V-bottom ditches or other special designs permitted only in special cases
Volume & velocity shown for each different ditch section
Ditch lining based on velocity
Longitudinal grade shall not be less than 0.3%
- (e) _____ Rational Method used for areas less than 200 acres, if over 200 acres Regression Equations (rural or urban) and SCS Method only
Kirpich Equation used to determine time of concentration
- (f) _____ Scale map of off-site & on-site drainage areas including the slope, type, size, flow, velocity, and headwater/tailwater elevations for each pipe & structure
- (g) _____ 3:1 concrete sloped paved headwalls required for pipe culverts (4:1 required on pipe culverts that are parallel to traffic flow)
Headwalls and riprap comply with ALDOT standards

Section 5.13 Erosion and Sedimentation

- (a) _____ ADEM approved CBMPP submitted
- (b) _____ Erosion and sedimentation control plan submitted with construction plans
Public & private property are protected during land-disturbing activities

Plan Requirements

- Contact info shown
- Legend
- List of total disturbed acreage
- Construction limits shown
- Existing and/or proposed contours shown & labeled
- Existing and/or proposed storm lines & inlets shown
- Any wetlands shown
- FEMA 100-year flood plain shown
- Phasing of BMPs with construction activities listed/described
- Appropriate BMPs used and identified
- Measures are proposed to control stormwater rates and minimize downstream erosion
- Inlet protection is provided
- Sediment basin/trap provided and/or other measure to control sediment
- Energy dissipaters & outlet protection provided (check toe walls and filter fabric)
- Slopes & embankments stabilized
- BMP details provided (per current Alabama Erosion Control Manual or other standards)
- Stockpile area and hatch area shown and labeled
- Areas to be mulched/seeded shown and specified
- Areas to be sodded shown and specified
- Areas of permanent erosion control (other than vegetation) clearly shown
- Construction entrance location & details
- Any other erosion control measures as needed

Plan Review – Roadway

ROADWAY PLANS PREPARATION MANUAL **PLANS PREPARATION AND ASSEMBLY**

State of Alabama
Department of Transportation



Alabama Department of Transportation	
Submitted for Approval	<i>William Helms</i>
State Design Engineer, Design Bureau	
Approved:	<i>W. Langston</i>
Chief Engineer/Deputy Director	

December 2008

Version Number: 2008 01

Plan Review – Roadway

Plan Development Environmental Checklist

- 1) _____ Preliminary Submittal 30% Plan Review (See Plan Review Checklist)
- 2) _____ Plan in Hand 60% Plan Review (See Plan Review Checklist)
- 3) _____ Perform corridor study to determine if a Categorical Exclusion or Environmental Assessment is needed. If an EA is required, determine whether a FONSI or EIS is needed. Place a check by all that are required.
 - a) Categorical Exclusion _____
 - b) Environmental Assessment _____
 - i) Finding of No Significant Impact _____
 - ii) Environmental Impact Study _____
- 4) _____ NPDES certification letter sent to ALDOT
- 5) _____ PS&E 85% Plan Review (See Plan Review Checklist)
- 6) _____ Final Back Check 95% Plan Review (See Plan Review Checklist)
- 7) _____ Final Plans 100% Plan Review (See Plan Review Checklist)
- 8) _____ NOI and CBMPP Prepared
 - a) Disturbed area will be greater than 1 acre _____
 - b) Is the project in a priority site? (Y/N) _____
 - i) If yes, submit CBMPP with NOI _____
- 9) _____ NOI Submitted (CBMPP also submitted for priority sites)

Inspections - SOPs



ALABAMA DEPARTMENT
OF TRANSPORTATION

Construction Manual

BUREAU OF CONSTRUCTION

Inspections – SOPs

ALABAMA DEPARTMENT OF TRANSPORTATION		
		
SPECIAL & STANDARD HIGHWAY DRAWINGS (U.S. CUSTOMARY UNITS OF MEASUREMENT)		
2011		
<i>(Effective with the January, 2011 letting)</i>		
		NOT TO SCALE



Inspections – SOPs

ALABAMA
DEPARTMENT OF TRANSPORTATION



STANDARD SPECIFICATIONS
FOR HIGHWAY CONSTRUCTION

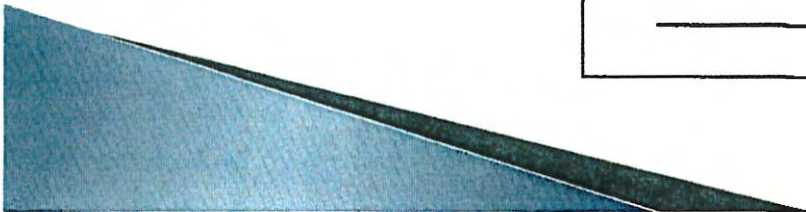
2012 EDITION

Inspections – SOPs

**Field Guide
For
Erosion and Sediment Control
On Construction Sites
In
Alabama**

**Alabama Soil and Water
Conservation Committee
and
Partners**

First Edition, August 2004



Inspections – SOPs

OAKTON

Turbidimeters ▼ OPTICAL

T-100 Turbidity Meter

Completely waterproof—even the sample chamber

Waterproof and Analyzed

- The T-100 meter protects itself by automatically shutting down the LED emitting light when the sample chamber is submerged. The meter resumes operation once the sample chamber is removed from the water.

Auto-ranging beam

- The meter automatically adjusts the light beam to the appropriate intensity for the sample being analyzed.

Simple, intuitive operation

- Pressing the "ON/OFF" button starts the meter. The meter automatically calibrates itself and displays the reading on the LCD screen.

Large, easy-to-read display

- The large, easy-to-read LCD screen displays the reading in NTU (Nephelometric Turbidity Units) or FTU (Formazin Turbidity Units).

Advanced power supply management

- The meter has a built-in rechargeable battery that provides up to 100 hours of operation.

Sturdy carrying case with accessories

- The meter comes with a carrying case that includes a carrying strap, a carrying handle, and a carrying lock.

Applications

- Drinking water
- Wastewater
- Surface water
- Groundwater



Large, easy-to-read LCD display

Auto-ranging beam

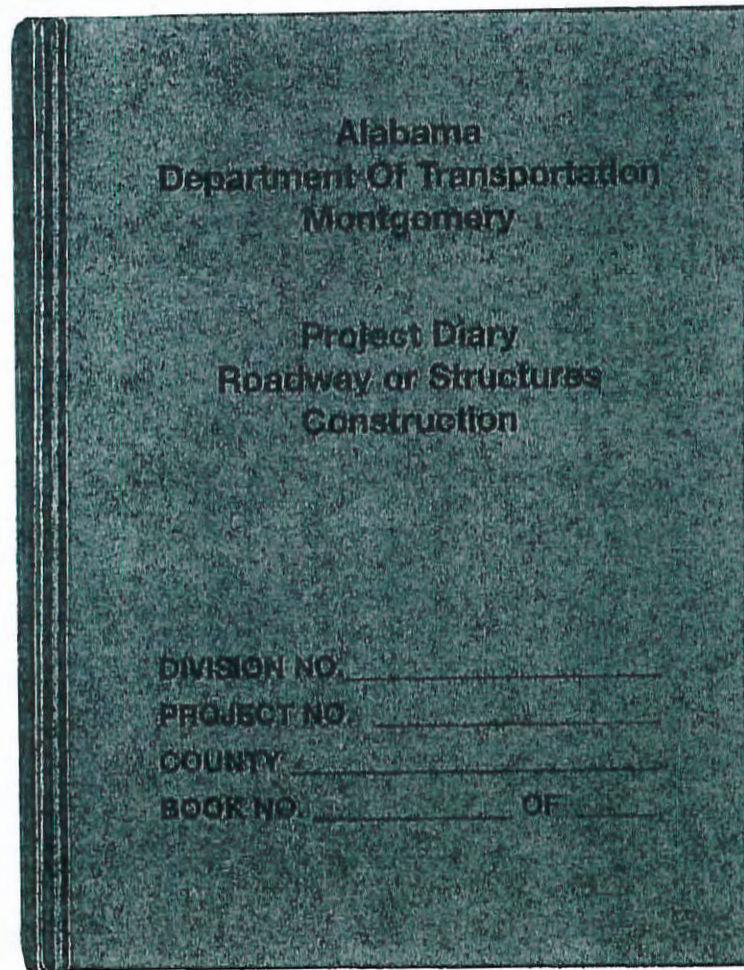
Simple, intuitive operation

Specifications

Specification	Value
Measurement Method	Optical
Measurement Range	0 to 1000 NTU
Resolution	0.1 NTU
Accuracy	±1% (0 to 100 NTU)
Operating Temperature	0 to 50°C
Power Source	Rechargeable Battery
Operating Time	Up to 100 hours
Operating Voltage	1.5V
Operating Current	100mA
Operating Power	150mW
Operating Frequency	50/60Hz
Operating Humidity	10 to 90% RH
Operating Altitude	0 to 10000m
Operating Pressure	0 to 1000kPa
Operating Vibration	0 to 100m/s²
Operating Shock	0 to 100g
Operating Tilt	0 to 90°
Operating Storage	0 to 50°C
Operating Weight	100g
Operating Dimensions	100x100x100mm
Operating Compliance	CE, RoHS

setting the standard again and again!

Inspections – Checklists



Inspections - Checklists

ADEM NPDES CONSTRUCTION STORMWATER NONCOMPLIANCE NOTIFICATION REPORT

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Complete this form, attach additional information as necessary, and send report to ADEM.

Item I.

Permittee Name Baldwin County Commission		Facility/Site Name	
NPDES ALR10	County Baldwin	Facility Contact and Title Frank Lundy, Maintenance Engineer	
Facility Street Address or Location Description		City	State Zip
Phone Number 251-937-0371	Fax Number 251-937-0201	E-Mail Address flundy@baldwincountyal.gov	

Item II.

DESCRIPTION OF NONCOMPLIANCE OR NONCOMPLIANT DISCHARGE:

Item III.

INSPECTION AND BMP CERTIFICATION REPORT(S), ANY PHOTOGRAPHS, AND ANY SAMPLING RESULTS ARE ATTACHED. IF NOT, PLEASE EXPLAIN:

Item IV.

CAUSE OF NONCOMPLIANCE.

Item V.

PERIOD OF NONCOMPLIANCE: (Include exact date(s) and time(s) or, if not corrected, the anticipated time the noncompliance is expected to continue).

Item VI.

DESCRIPTION OF STEPS TAKEN AND/OR BEING TAKEN (PROPOSED COMPLIANCE SCHEDULE) TO REDUCE AND/OR ELIMINATE THE NONCOMPLYING DISCHARGE, REPAIR/REPLACE/UPGRADE BMPs, AND TO PREVENT ITS RECURRENCE.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCP Frank Lundy, Maintenance Engineer	Signature	Date
Name & Title of Permittee Responsible Official	Signature	Date

Development Inspections – SOPs

BCHD GUIDELINES FOR PERMIT INSPECTIONS

Activity/Sub-Activity Description: Permit Inspection

Activity Code Number: 116

Customers: Citizens, County Commissioners, Contractors, Utility Companies, Maintenance Supervisor

Definition/Scope: A Permit Inspection shall be required for all types of private works improvement and activities on a county right of way or that are subject to being handed over to Baldwin County for maintenance. A Permit Inspection will be enforced by a project inspector. A permitted project may consist of but not limited to subdivisions; turnouts; water lines; sewer lines, etc.

Administered by: Engineering Tech (ET) of the Permit Section

Quality Control Measures: The following resources are utilized by the project inspector during inspections:

- Construction Plans
- Erosion Control Plans
- Construction Best Management Practice Plans (CBMMP)
- ALDOT Spec Book
- ALDOT Standard Drawings
- Erosion Control Hand Book
- Baldwin County Subdivision Regulations
- Baldwin County Utility Manual
- Baldwin County Commercial Turnout Permit Application Requirements
- ALDOT QCI Reference Manual

Procedure to Accomplish Permit Inspection:

- 1) Contractor or citizen submits application.
- 2) Application is reviewed and approved for construction
- 3) ET reviews application and plans to gain knowledge of the project.
- 4) ET schedules preconstruction meeting. During this meeting the ET will discuss the project schedule, meet all parties involved and handout the benchmark inspection requirements. Contact information is typically exchanged at this meeting.
- 5) Contractor begins work. Contractor is responsible for notifying inspector of any construction activities that require inspections.
- 6) ET performs periodic inspections depending on type of project and project site sensitivity. This may range from daily inspections to weekly inspections. Inspector shall keep a diary of inspections and record pictures as necessary. An erosion control inspection form will be filled out at least once a month or after large rain events. If a project fails an inspection the inspector will monitor the status daily until corrective measures have been taken. ET shall notify supervisor if contractor will not comply with requirements.
- 7) Once construction has been completed the ET will perform a final site inspection. An inspection letter will be sent to the applicant notifying them of the status of the project. Inspections shall continue until all deficiencies are addressed.



BALDWIN COUNTY
HIGHWAY DEPARTMENT

P. O. Box 220
SILVERHILL, ALABAMA 36876
TE. PHONE: (251) 937-4371
FAX: (251) 937-0200

L. L. MARBERT, P.E.
COUNTY ENGINEER

Schedule of Benchmark Inspections

1. Pre-construction Conference to be hosted by the Developer/Engineering/Contractor
2. BMP after clearing and grubbing - (24 Hour Notice)
3. BMP monitoring drainage structures - (At Will)
4. Detention/Retention Ponds/Outfalls - (At Will)
5. All Roadway Storm Drain Crossings - (24 Hour Notice)
6. All Inlet/Junction/drop boxes - (24 Hour Notice and At Will)
7. Drainage completion before any base is placed - (48 Hour Notice)
8. If any Bridges, and or Box Culverts are to be erected on project, contractor must coordinate with county bridge inspectors and have separate pre-construction conference for bridge construction.
9. Sub-base road processing - (At Will)
10. Initial Base 1st 4" Lift - (Note: Base width to accommodate curb and gutter will extend 1' from back of curb and gutter.) - (Note: Before curbing is installed, to be proof rolled with a minimum 22-YD Loaded Tri-Axle) - (24 Hour Notice)
11. All Curb and Gutter - (24 Hour Notice and At Will)
12. Final Base 2nd 4" Lift - (Note: To be proof rolled with a minimum 22-YD. Loaded Tri-Axle) - (24 Hour Notice)
13. If crushed aggregate or rock base is used, further inspection may be required
14. Asphalt Binder Layer - (24 Hour Notice) - (Cores to be tested)
15. Asphalt Wearing Layer - (24 Hour Notice) - (Cores to be tested)
16. All miscellaneous concrete work - (Inlet Tops, Headwalls, Sidewalks, Outfalls, etc.) - (24 Hour Notice)
17. Final Inspection of Roads And Right Of Ways - (Note: All Development Standards Required by the BCC Subdivision Regulations) - (48 Hour Notice)

Revision Date 6/2/2008

Development Inspections – Checklists

Erosion Control Inspection Form			
PROJECT NAME:		PROJECT NO.:	
DATE:		LOCATION OF PROJECT:	
INSPECTOR:		CONTRACTOR:	
WEATHER CONDITIONS:		PRIORITY SITE: YES NO	
Item Applicable	Item	Status of BMPs (Adequate, Needs Maintenance, Missing)	Comments
	Bulletin Board / Permits / Paper Work		
	Cleaning and Grubbing		
	Construction Entrance		
	Exposed Soils		
	Velocity Reduction Items		
	Inlet/Outlet Protection		
	Fueling / Equipment Maintenance Site		
	Fuel Stored On Site / Containment Plan		
	Vehicle Wash Station		
	Areas That Need to be Dewatered		
	Waste / Trash Being Properly Disposed of		
Additional Comments:			
Signature: _____			



License Agreement # 18019- Patricia Niemeyer Site Map



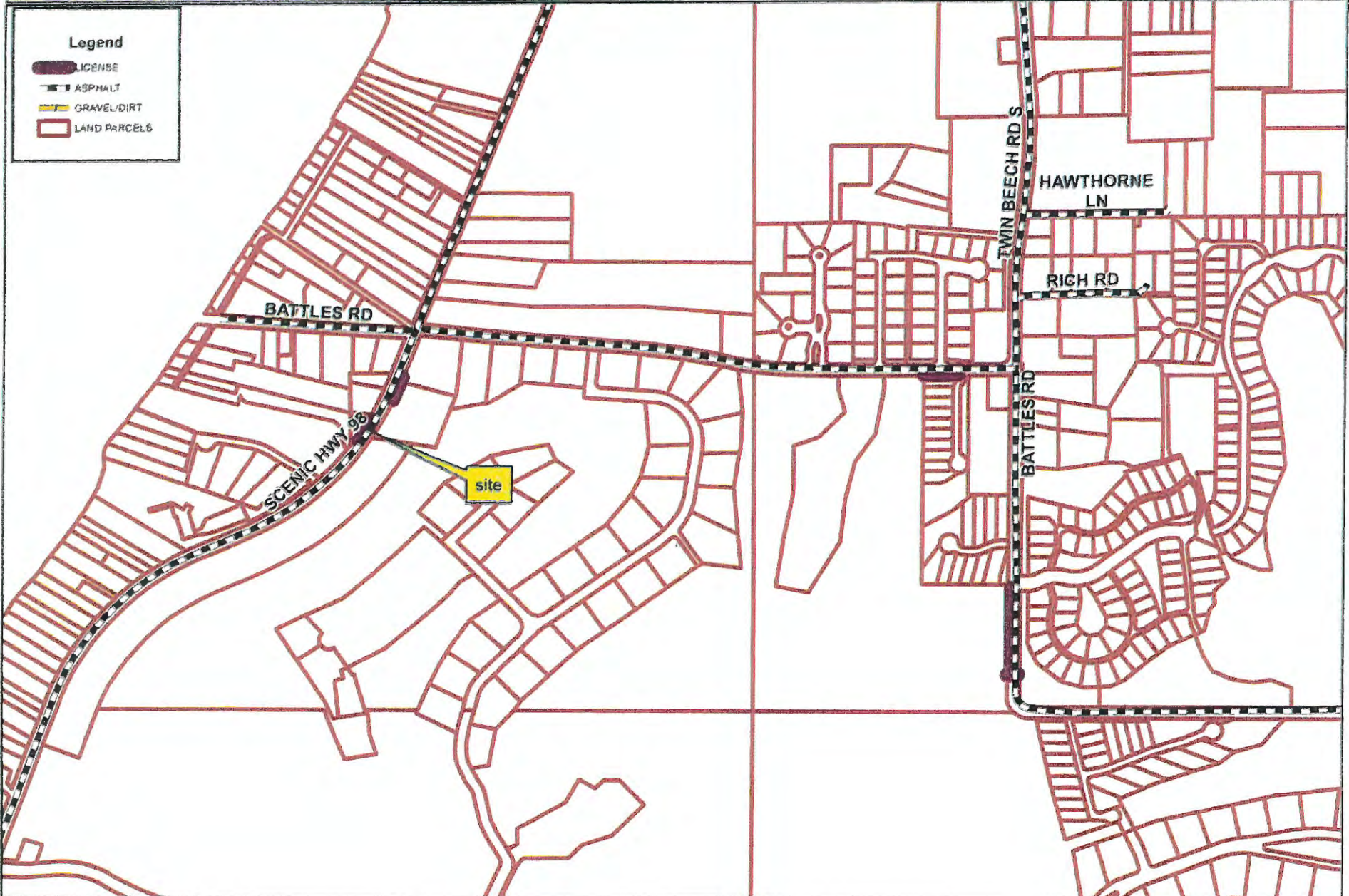


License Agreement # 18019- Patricia Niemeyer Site Map



Legend

- LICENSE
- ASPHALT
- GRAVEL/DIRT
- LAND PARCELS



LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and Patricia Niemeyer ("Licensee"), with an address at 302 Poplar Place Fairhope, Alabama 36532

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as Scenic 98 Right-Of-Way and more particularly as shown on Vicinity and Site Maps attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: Placing Turf approximately 6' wide and 30' long along the edge of pavement and installing monkey grass (not to exceed 24" in height above the road) around the entrance and pavers along the side of the driveway. Any work done shall not cause stormwater to stand in the right-of-way, and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, Patricia Niemeyer, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to place turf, monkey grass and pavers. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

3. Property. The real property subject hereto is limited to and sufficiently described as: See Vicinity and Site Maps – Scenic 98 Right-Of-Way. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of this Agreement shall commence on the date of full execution of this Agreement, and the installation work and improvements shall be completed by 11:59 p.m. on March 28, 2019 according to the terms of this Agreement. **The applicant will assume all maintenance responsibility until this Agreement is terminated, the improvements are removed or the property is restored to its original condition.**

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. ~~Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at~~

~~the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.~~

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions

The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement

Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEE:

Patricia Niemeyer
BY Patricia Niemeyer 10/1/2018 /Date

State of Alabama)
County of Baldwin)

I, Jamie Hadden-Langley, a Notary Public in and for said County, in said State, hereby certify that Patricia Niemeyer is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the 1 day of October, 2018

[Signature]
Notary Public
My Commission Expires: My Commission Expires 05/05/2020

LICENSOR:

BALDWIN COUNTY, ALABAMA

[Signature] 10/9/18 /Date
Joey Nunnally
County Engineer

State of Alabama)
County of Baldwin)

I, Lisa O Sangster, a Notary Public in and for said County, in said State, hereby certify that Joey Nunnally, as Baldwin County Engineer, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of October, 2018.

[Signature]
Notary Public
My Commission Expires: My Commission Expires: August 17, 2022



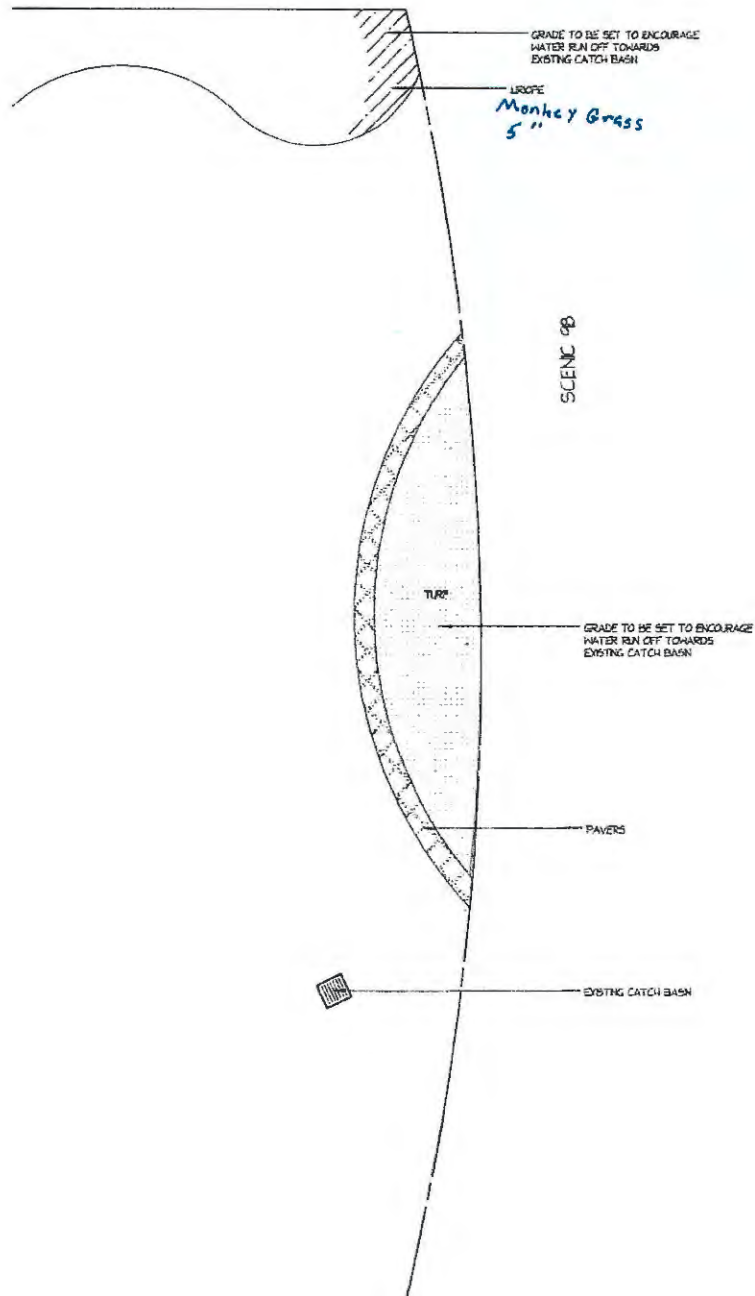
Outdoor Expressions
Landscape Design & Installation
James C. Snell - 251.379.1293

9365 Mosely Rd.
Fairhope, AL 36532

outdoorexpressions@me.com
www.facebook.com/
jamesnelloutdoorexpressions
www.outdoorexpressions.me

LITTLE POINT CLEAR

POINT CLEAR, ALABAMA



SCALE: 1"=20'







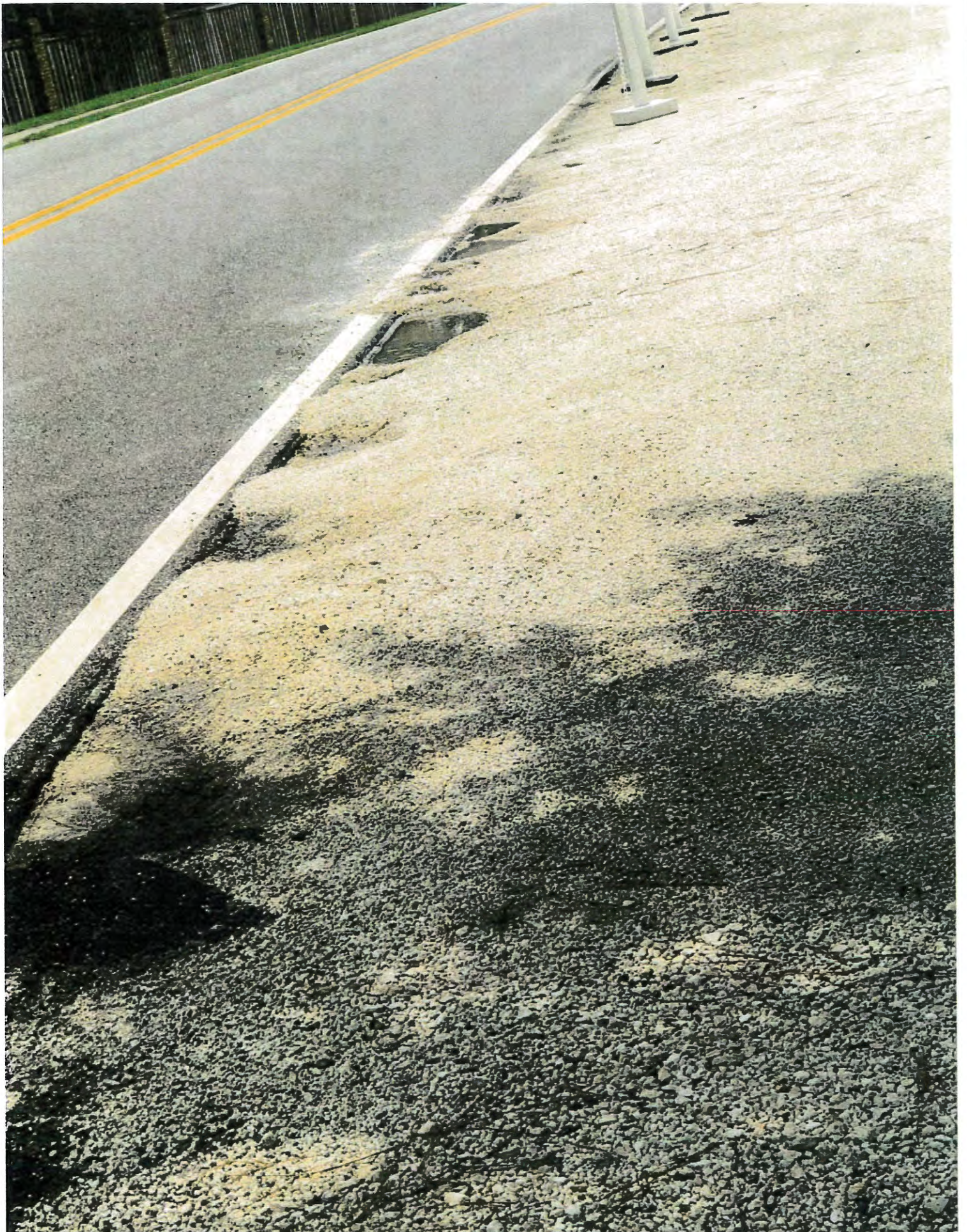


Table 10-10. Design Strategies for Vertical Roadside Treatment and Hardware

Purpose	Strategy
Treat individual poles or posts in high risk locations	<ul style="list-style-type: none"> • Remove or relocate poles • Place poles on inside of horizontal curves and avoid placement on outside of roundabouts or too close to intersection corners • Use breakaway or yielding poles • Shield poles • Improve pole visibility
Treat multiple poles or posts in high-risk locations	<ul style="list-style-type: none"> • Establish urban-enhanced lateral offset guidelines for pole setback distances from curb • Place utilities underground while maintaining appropriate nighttime visibility • Combine utilities and signs onto shared poles (reduce number of poles) • Replace poles with building-mounted suspended lighting (where suitable)
Minimize level of severity	<ul style="list-style-type: none"> • Reduce travel speed on adjacent road

10.2.3 Placement of Landscaping, Trees, and Shrubs

Along most urban streets, some type of landscaping exists. Trees, shrubs, lawns, decorative rock, and other materials are used to provide a pleasing setting for drivers, pedestrians, bicyclists, and abutting landowners. The presence of roadside landscaping is known to have a positive influence on the health of drivers as well as other users of the facility. Roadside landscaping also can aid in providing drivers visual cues about the road environment. Maintenance of urban forestry similarly can aid in improving the environmental quality in the region. The design process, therefore, should balance the benefits of landscaping with the requirements for roadside safety when possible.

The designer always should be consulted in the decisions regarding landscaping, particularly because they relate to sight distance and possible future lane needs. Considerations in the design of landscaping include the following:

- The mature size of trees and shrubs, and how it will affect safety, visibility, and maintenance cost
- Adequacy of border area to accommodate the type of landscaping planned (i.e., if parking is allowed along the curb, the landscaping should allow curbside access to parked vehicles)
- Potential future changes in roadway cross-sections. For example, adding a second left-turn lane at major intersections by taking approximately 3 m [10 ft] of additional space from the median island is becoming a common practice. Landscaping in the affected area should be minimal or should not be included in the plan.

Visibility restrictions resulting from landscaping are of principle concern to the designer. Points that must be considered include the following:

- Border area landscaping should allow full visibility for drivers and pedestrians at driveways and intersections.
- A clear vision space from 1 to 3 m [3 to 10 ft] above grade is desirable along all streets and at all intersections. This space allows drivers in cars, trucks, and buses to have good sight distance. Many cities have ordinances on sight restrictions at corners that incorporate this clear space idea.
- Landscaping of very small islands should be avoided to reduce maintenance needs.
- Large trees or rocks should not be used at decision points (e.g., gore areas, island noses) to protect poles and other appurtenances. Rather, each of the design options stated in Section 10.1.1 should be considered in the order listed to improve safety.
- Longitudinal placement of trees and landscaping should separate these items from underground utility lines, power poles, street lights, existing trees, light standards, fire hydrants, water meters, or utility vaults to assure root systems do not conflict with utilities.



BALDWIN COUNTY
HIGHWAY DEPARTMENT
P.O. Box 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

February 5, 2019

Sawgrass Consulting, LLC Attn Doug Chaffin
11143 Old Highway 31
Spanish Fort, AL 36527

Subject: TO-18028 – Commercial Turn-Out Permit onto Twin Beech Road

Attached hereto is a permit issued to the Sawgrass Consulting to construct two (2) turn-outs onto Twin Beech Road for Twin Beech Estates at parcel number 05-46-05-22-0-000-001.572. The following requirements should be noted:

1. You are responsible for any damage done to the county roadway and/or ditch as a result of this construction and use.
2. You are responsible to re-vegetate all disturbed areas on the County right-of-way.
3. You are required to construct the drainage pipes and/or driveways so that storm water will not stand on the County right-of-way.
4. Any driveways installed are subject to removal if done in a manner that is unsafe or unacceptable to the County Engineer.
5. Chapter 6 of the MUTCD must be followed for traffic control.

You are required to contact the county inspector @ 251-202-1693 prior to beginning work in the right-of-way. Please feel free to give us a call if you have any questions.

Sincerely,

Michael Campbell
Permit/Subdivision Inspector

Cc: John Lundy, B.C. inspector
Area 200 Maintenance Supervisor
File

Office Use Only

Case No. TO-18028 Received By: JP Date: 10-5-18
 Application Fee: NA Receipt No: NA

BALDWIN COUNTY HIGHWAY DEPARTMENT
PERMIT DIVISION

P.O. Box 220
 Silverhill, Alabama 36576
 Telephone: (251) 937-0278
 Fax No.: (251) 937-0227

**INDUSTRIAL/COMMERCIAL/RESIDENTIAL MULTIUNIT
 RIGHT-OF-WAY ACCESS AND DRAINAGE IMPACT PERMIT**

7 pages

Applicant

Are you the property owner? ___ yes no
 (If you are not the property owner you must submit Owner Authorization Form signed by the property owner)

Name: SAN GRASS CONSULTING, LLC Date: 9/25/18
 Mailing Address: 11143 OLD HIGHWAY 31
 City: SPANISH FORT State: AL Zip code 36527
 Telephone: (251) 544-7900 Fax: () - e-mail: dchaffin@sangrassllc.com

Site Information

MS4

Parcel ID Number(s): 05-46-05-22-0-000-001-572
 05- - - - -
 05- - - - -

Development Name: TWIN BEECH ESTATES
 Or Name of Business
 Address of Site: TWIN BEECH RD, FAIRHOPE, AL 36532
 Site Acreage: 22.6 AC Number of Units or Type of Commercial Activity: 72 UNITS

Development Type

Check One:

Subdivision/Multifamily ___ Retail/Commercial ___ Industrial

Engineer: SAWGRASS CONSULTING, LLC (DMG CHAFFIN)
Mailing Address: 11143 OLD HIGHWAY 31
City: SPANISH FORT State: AL Zip code: 36527
Telephone: (251) 544-7900 Fax: () - e-mail: dchaffin@sawgrassllc.com

Name of Contractor: CHAD AMMONS (AMMONS & BLACKMON)
(A copy of the contractor's current license must be submitted)
Mailing Address: P.O. BOX 7486
City: SPANISH FORT State: AL Zip code: 36527
Telephone: (251) 626-0656 Fax: () - e-mail: ammbrk@ammbrk.com

(Check all that apply)

Commercial Turnout	Driveway Turnout	Drainage
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acceleration Lane	Deceleration Lane	Median Turn Lane
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incomplete or incorrect information will result in this application not being processed. I understand that payment of these fees does not entitle me to approval of this application and that no refund of these fees will be made. I have reviewed the attached applicable development standards as set forth in the Baldwin County Highway Department and I further understand that the decision of the Baldwin County Highway Department shall be final and conclusive on any question that may arise relating to this permit and/or to any work done or to be performed pursuant thereto.

Applicants Signature: [Signature] Date: 10/05/18

FOR OFFICE USE ONLY			
DATE APPLICATION REVIEWED:	<u>10-18-18</u>		
IS THIS A COUNTY MAINTAINED RD:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
ENGINEERING PLANS SUBMITTED:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
TRAFFIC STUDY SUBMITTED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
ARE TURN LANES WARRANTED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
COST ESTIMATE SUBMITTED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
INSPECTION FEE PAID:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
HAS ENGINEER VISITED SITE:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
DOES THIS SITE DRAIN TO CO. ROW:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
COMMENTS:	<u>4:1 Slope Paved Head walls</u>		
SIZE OF DRIVEWAY CROSS-DRAIN:	<u>22" x 14" RCAP</u>	DATE PERMIT ISSUED:	<u>2-5-19</u>
PERMITTING AGENT:	<u>Michael Campbell</u>	TITLE:	<u>Permit/ Subdivision Inspector</u>
SIGNATURE:	<u>Michael Campbell</u>		

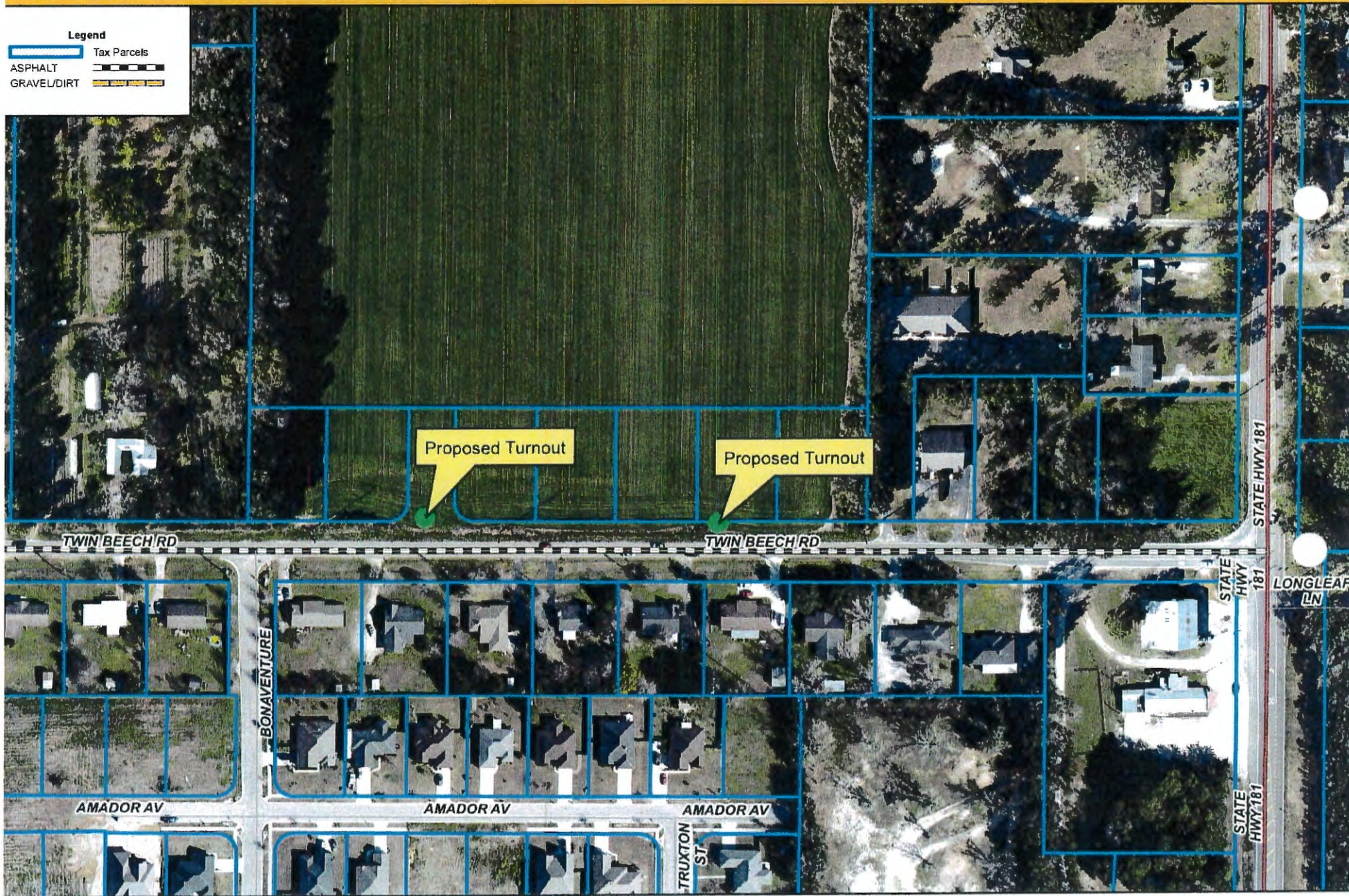


TO-18028 Twin Beech Road (Sawgrass Consulting, LLC) Site Map



Legend

- Tax Parcels
- ASPHALT
- GRAVEL/DIRT

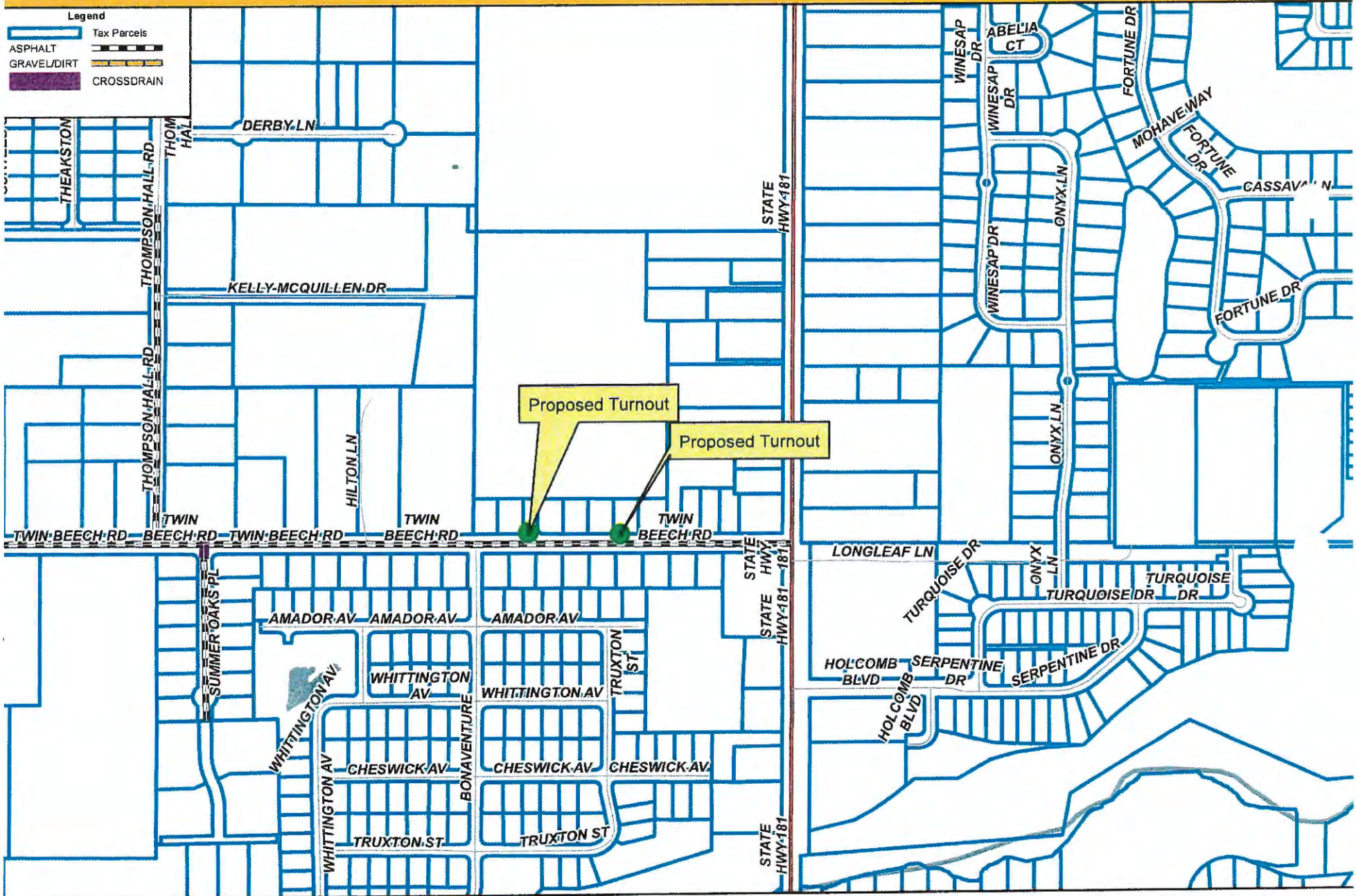




TO-18028 Twin Beech Road (Sawgrass Consulting, LLC) Vicinity Map



- Legend**
- Tax Parcels
 - ASPHALT
 - GRAVEL/DIRT
 - CROSSDRAIN



MS4 Area Report

From 04/01/18 to 03/31/19

Subdivision			4 Cases
Case Num	Date Received	Parcel Num	
S-18043	09/10/18	05-42-03-08-0-000-042.000	
S-18045	09/18/18	05-43-05-22-0-000-014.000	
S-19003	01/22/19	05-46-09-31-0-000-001.001	
S-19009	02/08/19	05-42-04-17-0-000-001.000	



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

May 31, 2018

Jason Estes, P.E.
Dewberry/Preble-Rish, LLC
25353 Friendship Road
Daphne, AL 36526

RE: S-16053- The Verandas Phase 2 - Final Inspection

Dear Mr. Estes:

The above referenced subdivision was inspected May 31, 2018 for compliance with the submitted construction plans. There are no noted deficiencies at this time.

If you have any questions or concerns, do not hesitate to contact me at (251) 300-7692 or at mcampbell@baldwincountyal.gov

Sincerely,

Michael Campbell
Permit Inspector

cc: City of Fairhope - Planning Department
Seth Peterson P.E., Permit Manager
File