TALLADEGA COUNTY HIGHWAY DEPARTMENT
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY

Right-of-Way Width ______________________ Location ______________________

THIS AGREEMENT is entered into this the _____ day of ______________, _____, by
and between the Talladega County Highway Department acting by and through its County Engineer,
hereinafter referred to as the County and ______________________, hereinafter
referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape County Right of Way
located and described as follows:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is
agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits
of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of the County and located as
shown on the approved plans previously submitted to the County 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. The County 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. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in
accordance with standard specifications of the County.

7. In accomplishment of the work by the APPLICANT, no drainage structures or
channels will be changed or altered other than as shown on the plans.
8. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

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

9. 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 (MUTCD), of record in the Alabama Department of Transportation.

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 to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

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

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

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

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

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

15. 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.
16. All work to be performed by the APPLICANT under this Agreement shall be completed within one year from the date of the Agreement, unless additional time for completion is granted in writing to the APPLICANT by the COUNTY.

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.

ATTEST:

[Signature and Title] ________________________________ [Legal Name of Applicant] ________________________________

By: ________________________________

[Signature and Title] ________________________________

Typed or Printed Name ________________________________

Address ________________________________

Telephone Number ________________________________

RECOMMENDED FOR APPROVAL:

______________________________
County Engineer