



## Alabama Department of Transportation

North Region- Guntersville Area- Gadsden District

Office of District Administrator

4509 Airport Road

Gadsden, AL 35904

Telephone 256-442-4436 Fax: 256-413-3604



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

July 1, 2021

Delta T Properties  
ATTN: Eddie Perman  
2425 Lumley Rd  
Rainbow City, AL 35906

Re: Permit 1-5-10486  
Cherokee County

To Whom it may Concern:

This permit consists of constructing a 36' wide (dry ramp) commercial concrete access. Please see red line on the drawings page to correct yellow single striping to double yellow 5" wide striping. Work will take place off AL Hwy 25/US 411 at MP 249.61 R. This driveway will provide access to a Family Dollar.

**A CONDITION OF THIS PERMIT IS THAT THE ONSITE WORKER IN CHARGE SHALL HAVE A COPY OF THIS APPROVED PERMIT, INCLUDING APPLICABLE PLANS, ALL TIMES DURING CONSTRUCTION.**

Yours truly,

J. Cody Adams  
District Administrator

JCA/drf  
Attachments  
cc: File



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

County CHEROKEE

Route Number 411

Milepost 249.61 R

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: 6 / 24 / 21

PERMIT NUMBER: 1-5-10486

Bonding Agency WESTERN SURETY COMPANY Bond Number 65484306

Associated Permits and/or Documents BM-174, Adem NOI, Appendix D, Cost Estimate, Delta T

aggreement, Turnout Checklist, Warranty Deed drainage report, drawings

Name of APPLICANT DELTA T PROPERTIES, LLC

Address 2425 LUMLEY ROAD RAINBOW CITY, AL 35906

Description of Work:

☒ Commercial

☐ Residential or Small Church or Small Farm

Construct a 36' wide concrete drive Dry ramp. Drive is in a high spot on the Road. Therefore no need for

Pipe

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 \$ 15,000.00 (Bond Number: 65484306) 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 or 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 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 26 day of MAY, 2021.

WITNESS:

Tamper

**DELTA T PROPERTIES**

Legal Name of Applicant

By:

EOP

Authorized Signature and Title for Applicant

**EDDIE PERMAN**

Typed or Printed Name of Signee

**2425 LUMLEY ROAD RABOW CITY, AL**

Address Line 1

**35906**

Address Line 2

**256-413-0433**

Telephone Number

**FOR OFFICIAL USE ONLY**

**RECOMMENDED FOR APPROVAL:**

DISTRICT: J. COOK ADAMS

Printed Name

J. Cook Adams DF 6-24-21

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: DERRICK R. WILSON

Printed Name

Derrick R. Wilson

Signature

7.1.2021

Date

**BOND  
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA  
MONTGOMERY COUNTY

PERMIT NUMBER: 1-5-10486  
BOND NUMBER: 65484306

KNOWN ALL MEN BY THESE PRESENTS: That we DELTA T 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 \$15,000.00  
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  
26 day of MAY, 2021.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the  
above bound principal hereon, Namely, DELTA T 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 CHEROKEE  
County, Alabama, Highway Number 411, a copy of which permit Contract is hereto  
attached.

NOW, THEREFORE, in the event the said DELTA T 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 DELTA T 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 a 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.

The decision 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 26 day of MAY, 2021.

ATTEST:

Eddie Porman - MEMBER

(Name and Title)

[Signature]

(Signature of Applicant Official)

~~PRESIDENT~~ MEMBER

(Title of Officer Signing)

(Affix Seal) WESTERN SURETY COMPANY

Name of Surety

DELTA T PROPERTIES, LLC

Legal Name of Applicant (Company) as Principal  
2425 LUMLEY ROAD, RAINBOW CITY AL 35906

Address

256-413-0433

Contact Number

By: \_\_\_\_\_

Attorney in Fact— for Surety

NOTICE TO INSURANCE PRODUCER

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

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

VICKIE L. VAUGHN

Name (signature)

611 GAULT AVE S. FORT PAYNE, AL 35967

Name (print)

Address

0063399

License Number

(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.)



Effective Date: May 4th, 2021

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65484306

That we, CENTRE, A SERIES LLC OF DELTA T PROPERTIES, LLC

of RAINBOW CITY, State of Alabama, as Principal,  
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of  
Alabama, as Surety, are held and firmly bound unto the

City of Centre, State of Alabama, as Oblige, in the penal  
sum of Fifteen Thousand and 00/100 DOLLARS (\$15,000.00),  
lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made,  
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been  
licensed Highway Permit

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply  
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit  
applied for, then this obligation to be void, otherwise to remain in full force and effect until  
May 4th, 2022, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class  
U.S. Mail, to the Oblige and to the Principal at the address last known to the Surety, and at the expiration  
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said  
date. Regardless of the number of years this bond shall continue in force, the number of claims made  
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of  
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total  
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be  
cumulative.

Dated this 4th day of May, 2021.

CENTRE, A SERIES LLC OF DELTA T PROPERTIES,  
LLC

Principal

Principal

WESTERN SURETY COMPANY

By

*Paul T. Briffat*

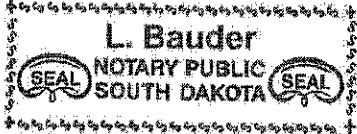
Paul T. Briffat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 4th day of May, 2021, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*L. Bauder*  
Notary Public — South Dakota

My Commission Expires January 29, 2022

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

 Western Surety Company

License or Permit No. \_\_\_\_\_

LICENSE AND PERMIT  
BOND  
As \_\_\_\_\_

of \_\_\_\_\_

State of \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Filed \_\_\_\_\_

Approved this \_\_\_\_\_

day of \_\_\_\_\_

# 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

Paul T. Bruflat of Sioux Falls  
State of South Dakota, its regularly elected Vice President  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Highway Permit City of Centre

bond with bond number 65484306

for CENTRE, A SERIES LLC OF DELTA T PROPERTIES, LLC

as Principal in the penalty amount not to exceed: \$ 15,000.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 4th day of May,  
2021.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

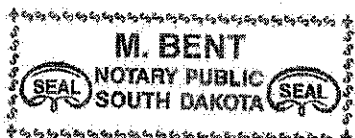
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 4th day of May, 2021, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson

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



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to [www.enasurety.com](http://www.enasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



LANCE R. LEFLEUR  
DIRECTOR

**ADEM**  
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

KAY IVEY  
GOVERNOR

June 03, 2021

EDDIE PERMAN  
PERMAN ENGINEERING CO., LLC  
2425 LUMBLEY ROAD  
RAINBOW CITY, AL 35906

RE: Centre Family Dollar  
Cherokee County (019)

Dear Mr. Perman,

Based on your request, coverage under General NPDES Permit Number ALR10C0TG is granted. The effective date of coverage is June 03, 2021.

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 Stephanie Bailey by email at [sbailey@adem.alabama.gov](mailto:sbailey@adem.alabama.gov) or by phone at (334) 394-4314.

Sincerely,



Jeffery W. Kitchens, Chief  
Water Division

Birmingham Branch  
110 Vulcan Road  
Birmingham, AL 35209-4702  
(205) 942-6168  
941-3609 (FAX)

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



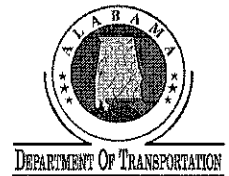
Mobile Branch  
2204 Perimeter Road  
Mobile, AL 36615-1131  
(251) 450-3400  
(251) 479-2593 (FAX)

Mobile-Coastal  
3664 Dauphin Street, Suite 8  
Mobile, AL 36608-1211  
(251) 304-1176 (205)  
(251) 304-1169 (FAX)



# Appendix D

## Left/Right Turn Lane Quick Guide



**Directions:** The Information contained in this worksheet should be used as a turn lane guide for smaller outparcel developments along ALDOT roadways. Follow steps 1-3 to determine estimated peak hour traffic conditions for the proposed development, and then compare with turn lane traffic volume guides at the bottom of the sheet to determine if a turn lane requirement should be considered. Note the following:

- This sheet does not replace a traffic study (when required) nor does it replace actual development specific turn lane warrant procedures as described in Chapter 4 of the ALDOT Access Management Manual.
- For more information regarding traffic studies see Chapter 3 of the ALDOT Access Management Manual.
- For more information regarding turn lane requirements see Chapter 4 of the ALDOT Access Manual.
- Contact your local ALDOT District staff (refer to Appendix) with any questions regarding information on this sheet.

### Step #1: Trip Generation Estimates – Peak Hour Inbound Only

#### Residential Land Uses:

- Single Family Residential Housing: \_\_\_\_\_ units \* (0.63)
- Apartments: \_\_\_\_\_ units \* (0.40)
- Town Homes or Condominiums: \_\_\_\_\_ units \* (0.35)
- Mobile Home Park: \_\_\_\_\_ units \* (0.37)

#### Commercial Land Uses:

- Office Building: (\_\_\_\_\_ ft<sup>2</sup> floor area/1000) \* (1.36)
- Warehousing: (\_\_\_\_\_ ft<sup>2</sup> floor area/1000) \* (0.24)
- General Retail (Shopping Center): (10,500 ft<sup>2</sup> floor area/1000) \* (1.83)
- Convenience Store w/Gas Pumps: (\_\_\_\_\_ fuelling stations) \* (9.54)
- Pharmacy w/Drive Through: (\_\_\_\_\_ ft<sup>2</sup> floor area/1000) \* (5.18)
- Drive In Bank: (\_\_\_\_\_ ft<sup>2</sup> floor area/1000) \* (12.91)
- Sit Down Restaurant: (\_\_\_\_\_ ft<sup>2</sup> floor area/1000) \* (6.58)
- Fast Food Restaurant w/ Drive Thru: (\_\_\_\_\_ ft<sup>2</sup> floor area/1000) \* (25.17)

### Step #2: Determine Direction of Approach

Evaluate the existing field conditions and determine the following directions of approach for peak hour inbound site traffic:

50 \_\_\_\_\_ % Traffic approaching driveway as right turns

50 \_\_\_\_\_ % Traffic approaching driveway as left turns

### Step #3: Peak Hour Driveway Traffic Volumes Calculation

50 \_\_\_\_\_ % Rights (from Step #2) \* 19.215 Trips (from Step #1) = 9.6 \_\_\_\_\_ Peak Hour Right Turns  
50 \_\_\_\_\_ % Lefts (from Step #2) \* 19.215 Trips (from Step #1) = 9.6 \_\_\_\_\_ Peak Hour Left Turns

Note: This assumes 1 site driveway only. If multiple driveways are proposed driveway volumes should be adjusted accordingly. See the ALDOT Access Manual Chapter 4 for guidance.

#### Left Turn Lane Guidelines:

##### Roadway Under 6,000 veh/day AADT

If the peak hour left turns are greater than 40 then a left turn lane is **required**.

##### Roadway Over 6,000 veh/day AADT

If the peak hour left turns are greater than 30 then a left turn lane is **required**.

#### Right Turn Lane Guidelines:

##### Roadway Under 6,000 veh/day AADT

If the peak hour right turns are greater than 30 then a right turn lane is **required**.

##### Roadway Over 6,000 veh/day AADT

If the peak hour right turns are greater than 20 then a right turn lane is **required**.

The need for a turn lane is not totally absolved when the estimated number of peak hour turns falls below the values shown above. A turn lane or turn lane warrant analysis may still be required at ALDOT's discretion.



## Appendix D

# Left/Right Turn Lane Quick Guide



*Note: AADT Data can be found via:*

1. Go to ALDOT Home Page at [www.dot.state.al.us](http://www.dot.state.al.us)
2. Under "Bureaus/Divisions/Offices", select "Transportation Planning" from the pick list.
3. Under "Navigation", click on **Traffic Monitoring**
4. Then click on **Alabama Traffic Data**

***Proposed***  
***FAMILY DOLLAR/CENTRE, AL***

ESTIMATE FOR COST TO CONSTRUCT A TURNOUT

CONCRETE PAVING \$6000.00

STRIPPING \$500.00

DENCE GRADE \$2500.00

LABOR \$6000.00

TOTAL \$15,000.00

Perman Engineering Co., LLC.

2425 Lumbley Road

Rainbow City, AL 35906

**OPERATING AGREEMENT  
Of  
DELTA T DEVELOPMENT, L.L.C.**

THIS AGREEMENT, dated and adopted this 1<sup>st</sup> Day of August, 2008, by and between the undersigned Members of the *DELTA T DEVELOPMENT, L.L.C.*, (hereinafter known as "the Company"), a limited liability company organized under the law of the State of Alabama, who agree as follows:

1. **Names of Members:** The names and addresses of the Members of the Company are as follows:

*EDWARD O. PERMAN, JR.  
2425 LUMBLEY ROAD  
RAINBOW CITY, ALABAMA 35906*

*EDWARD O. PERMAN III  
2425 LUMBLEY ROAD  
RAINBOW CITY, ALABAMA 35906*

*TANNER L. PERMAN  
2425 LUMBLEY ROAD  
RAINBOW CITY, ALABAMA 35906*

*SANDRA L. PERMAN  
2425 LUMBLEY ROAD  
RAINBOW CITY, ALABAMA 35906*

2. **Offices:** The address of the principal office of the company is:

*2425 LUMBLEY ROAD  
RAINBOW CITY, ALABAMA 35906*

3. **Managers:** The Company shall have one (1) Manager. The initial Manager of the Company shall be *EDWARD O. PERMAN, JR.*, who shall serve until the first annual meeting of the Members and until his successor is elected and qualified. The Manager of the Company shall be elected by a majority vote of the Members. A Manager chosen to fill a vacancy shall serve the unexpired term of his or her predecessor in office. A Manager may be removed from office, with or without cause, by a majority vote of the Members. The duties of the Managers shall include all duties and activities necessary to operate and manage the Company as provided by this Agreement. Except as otherwise provided in this Agreement, questions related to Company matters shall be determined by the Manager. The Manager shall have the authority to represent and bind the Company on all matters except as otherwise provided in this Agreement and by law, provided that the Manager may not transfer an interest in Company property, other than in the normal course of Company business, without the written consent of all

Members. The Company may indemnify a Manager for liabilities and expenses incurred by the Manager in the course of conducting Company business to the extent permitted by law. The compensation of the Manager shall be determined by a simple majority vote of the Members of said Company.

**4. Capital Contributions:** The Members shall make the following capital contributions to the Company:

| <u>Members</u>               | <u>Form of Contribution</u>                    | <u>Value</u>      | <u>% of Total</u> |
|------------------------------|------------------------------------------------|-------------------|-------------------|
| <i>Edward O. Perman, Jr.</i> | <i>Cash &amp; Other Valuable Consideration</i> | <i>\$1,000.00</i> | <i>25%</i>        |
| <i>Edward O. Perman III</i>  | <i>Cash &amp; Other Valuable Consideration</i> | <i>\$1,000.00</i> | <i>25%</i>        |
| <i>Tanner L. Perman</i>      | <i>Cash &amp; Other Valuable Consideration</i> | <i>\$1,000.00</i> | <i>25%</i>        |
| <i>Sandra L. Perman</i>      | <i>Cash &amp; Other Valuable Consideration</i> | <i>\$1,000.00</i> | <i>25%</i>        |

Future capital contributions shall be made by the Members in proportion to their existing contributions upon the recommendation of the Manager followed by a majority vote of the Members. The failure of a Member to make such a contribution shall constitute a violation of this Agreement. Capital contributions may not be withdrawn except on the majority vote of the Members. For income tax purposes, depreciation, depletion, and gains and losses with respect to contributed property shall be allocated among the Members in the same manner as though the contributed properties were owned separately by each contributing Member.

**5. Profits & Losses:** The net profits of the Company shall be divided among the Members, and the net losses of the partnership shall be borne by the Members, in proportion to their respective capital contributions as set forth in Section 4 of this Agreement. For income tax purposes, all gains, losses, credits, and depreciation deductions on Company property shall be allocated among the Members in proportion to their capital contributions, as provided by Section 4 of this Agreement.

**6. Distributions:** Distributions shall be made in the amounts, in the manner, and at the times determined by the Managers. Distributions may consist of cash or other property, except that a Member whose capital contribution to the Company consists entirely of cash shall be entitled to cash distributions if so demanded.

**7. Membership Changes:** A new Member may be admitted to the Company only with the written consent of all existing Members. A Member may retire from the Company by delivering 90 days prior written notice of such retirement to the Managers and to each Member. A Member may be expelled from the Company only for cause and only upon the unanimous vote of all other Members. Cause includes a willful and substantial breach of this Agreement and conduct prejudicial to the Company and its Members. A retiring or expelled Member shall be compensated as provided in Section 11 of this Agreement.

**8. Meetings & Voting Rights:** An annual meeting of the Members shall be held each year on

the 1<sup>st</sup> day of August. Notice of the meeting shall be delivered to each Member at least 20 days prior to the meeting. Special meetings of the Members may be called by a Manager or by the Members as provided by law. A majority of the Members entitled to vote shall constitute a quorum at any meeting. Except as otherwise provided in this Agreement, a majority vote of the Members shall carry any action proposed or determined at a meeting. A Member may waive notice of any meeting and the Members may act without a meeting to the extent provided by law. All Members are entitled to vote and all Members shall have equal voting rights.

9. **Transfers of Interest:** A Member may not transfer his or her interest in the Company to another person, or entity, including but not limited to another Member, without first obtaining written consent of every other Member, which consent shall not be unreasonably withheld.

10. **Books, Records, & Reports:** The fiscal year of the Company shall be Jan. to Dec.. The Company shall maintain full and accurate books of account, which shall be kept at the Company's principal office, and generally accepted methods of accounting shall be employed. The Company shall maintain one or more bank accounts, and all money received by the Company shall be deposited therein. Only the Manager shall be authorized to sign Company checks. Reports on the financial status of the Company and its business shall be issued to the Members annually. Each Member shall have the right to inspect and copy the books and records of the Company during normal business hours, and copies of the Company's income tax returns shall be made available to the Members promptly after becoming available.

11. **Termination:** Upon the dissolution of the Company the Managers, or the Members if there are no Managers, shall promptly wind up the business and affairs of the Company. Upon the winding up of the business and affairs of the Company, the assets of the Company shall be distributed as follow:

- (A) First, to the creditors of the Company, including Members who are creditors in the satisfaction of the liabilities of the Company other than liabilities for distributions to Members.
- (B) Second, proportionately to the Members and former Member as distributions owed under Sections 7 & 8 of this Agreement.
- (C) Third, proportionately to Members as distributions for the return of their respective capital contributions.
- (D) Fourth, to Members as distributions in respect to their Membership interest in proportion to their respective capital contributions.

12. **Amendment:** This Agreement and the *Articles of Organization* may be amended by a majority vote of the Members, except that any provision in this Agreement or in the *Articles of Organization* that specifies a Membership voting or consent requirement of greater than a majority may be amended only by Membership vote that is equal to the voting or consent requirement specified in the provision sought to be amended.

13. **Binding Effect:** This Agreement shall be binding upon the Members, their heirs, personal representatives, assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above appearing.

  
Edward O. Perman, Jr., Member

  
Edward O. Perman III, Member

  
Tanner L. Perman, Member

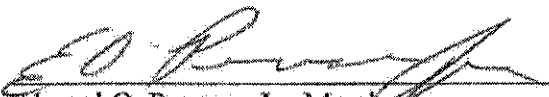
  
Sandra L. Perman, Member

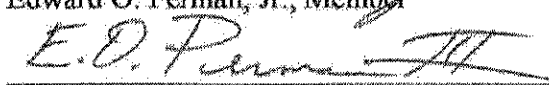
**ARTICLE IX**  
**ADOPTION OF OPERATING AGREEMENT**

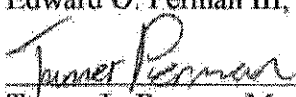
The initial Operating Agreement of the Limited Liability Company shall be adopted by its members. The Operating Agreement may contain any provisions for the regulation and management of the affairs of the Limited Liability Company not inconsistent with law or these Articles of Organization.

IN WITNESS WHEREOF, the undersigned member(s) executes these Articles of Organization on this 15<sup>th</sup> day of August, 2008.

DELTA T DEVELOPMENT, L.L.C.

  
Edward O. Perman, Jr., Member

  
Edward O. Perman III, Member

  
Tanner L. Perman, Member

  
Sandra L. Perman, Member

State of Alabama, Etowah County  
I certify this instrument was filed  
and fees collected on:

2008 September-16 12:51PM

Instrument Number 3301262 Pages 4  
CORPORATION  
CERTIFICA 3.00 SCAN FEE 5.00  
MENTAL WE 2.00 CHARTER/J 35.00  
PROBATE J 3.00  
Total Fees 48.00  
Bobby Jenkins, Judge of Probate

## CHECKLIST, TURNOUT (COMMERCIAL)

Applicant Delta T Poperties, LLC

Location CENTRE, AL

All pages and applicable sections of this checklist must be completed in order for the accompanying permit to be processed

### Required Permit Information:

X Permit application (4 sets)  
(Form BM-111)

X Form W-9

X ADEM Notice of Registration (if over  
1 acre soil disturbance)

X Performance Bond (Cashier's check or surety bond)  
No personal or business checks will be accepted  
District Engineer will assess bond amount

X Package should state attention  
permits department

X Permit Checklist (4 sets)

Notes: 1) Permit application, Form W-9, and Performance bond should all be in the name of the applicant.  
2) Plans should be actual construction plans for all improvements on ALDOT rights-of-way and should not be labeled "Not for Construction"

### Required Highway Plan Information:

X All design must meet the ALDOT Standard Specifications Manual and Special & Standard Highway Drawings

X Vicinity Map  
» Name and direction of nearest town each way

X Mile post from start to finish shall be stated on cover/plan sheet

X Posted speed limit

X Intersection sight distance each direction from each turnout

X Scale or note stating "Not to Scale"

X North Arrow and legend

X What type business will the turnout serve?

X Plan view showing existing site including all drainage structures

## CHECKLIST, TURNOUT (COMMERCIAL)

X Plan view showing proposed site plan (may be superimposed)

X Drainage plan showing proposed stormwater routing and site evaluation (may be superimposed)

» Our intentions are not to get the same information on multiple plan sheets, so if plans can be superimposed and remain legible, feel free to save sheets.

X Highway plan view including but not limited to the following:

- » State highway number and/or U.S. Route
- » Highway width (include median if four lanes or more)
- » All travel ways including service roads (lanes of traffic)
- » Plan view should include enough information for ALDOT to adequately determine the impact to existing turnouts, median crossovers, etc. Aerial photos are acceptable in lieu of excess surveying.

X Centerline of state route

X ALDOT rights-of-way labeled

X Distance from centerline to ROW line

X Property lines

X Distance from edge of pavement to side ditch & direction of flow

X Distance from turnout to property line (if under 200')

X Distance to nearest existing turnout on each side of proposed turnout

X Design and width of turnout including radii & profile  
(See Chapter 4 of the ALDOT Access Manual and Appendix B of the Permit Manual)

X Proposed Build-up detail that meets or exceeds those in the ALDOT Permit Manual Appendix B-4

X Butt joint detail must be included showing smooth and even joint adjoining ALDOT ROW with a note to 'saw cut' where applicable.

X Show slope from edge of pavement (1/2" per foot minimum)

X Headwall, inlet, and curb & gutter details as per ALDOT specifications (if applicable)

X Show all applicable sign and striping details as per ALDOT spec

X Applicant will comply with the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction sites and Urban areas to control sediment runoff, and if required, must provide NOR received from ADEM.

### CHECKLIST, TURNOUT (COMMERCIAL)

- ☒ Location and size of proposed and existing drainage pipes
- ☒ Location of all existing utilities, appurtenances, and drainage structures (It should be determined prior to construction if minimum coverage of utilities will be maintained upon completion of work)
- ☒ Location of all buildings, pumps, racks, etc. in reference to ROW line and edge of pavement.
- ☒ If the driveway radius crosses the adjoining property line, a shared turnout should be considered.
- ☒ If state ROW will not be affected by drainage from site, note such as DRAINAGE FROM THIS SITE WILL NOT BE DIRECTED ONTO STATE ROW should be added on the proposed site plan.

#### Driveway Notes:

- ☒ Reinforce concrete pipe (RCP) is required for commercial driveways.

#### General Notes: \*All notes must be listed on plan sets or permit will not be processed\*

- ☒ Note stating that all meters are to be installed off ALDOT rights-of-way
- ☒ Note stating that all manholes, valve boxes, and hand holes should be mounted flush with existing ground
- ☒ Note stating "Contact District Manager 48 hours prior to beginning work on ALDOT right-of way"
- ☒ Note to "Write letter requesting to meet with District Permit Coordinator upon completion of permitted work to evaluate punch list for completion of project."
- ☒ Traffic Control Plan (TCP) showing the method of handling traffic through the work zone and final TCP (to include striping). When a note will suffice, the note will state "All traffic control shall be in accordance with Part 6 of the latest edition Manual on Uniform Traffic Control Devices (MUTCD)." If project necessitates lane closure, lane closure must be made part of the permit.
- ☒ List contacts and numbers for onsite representative; list contact information for emergency contact if it differs from contact previously listed.
- ☒ Note stating that onsite representative will have on hand, at all times: (1) approved permit and plans signed by the Area Operations Engineer, (2) Traffic Control Plan, and (3) Erosion Control Plan
- ☒ Note stating that all disturbed areas shall be resodded or seeded as directed by the Department of Transportation's District Manager.
- ☒ Note that this permit is in compliance with Alabama Act 94-487 of the Underground Damage Prevention Legislation.
- ☒ Note Insuring that all permitted work will meet or exceed ALDOT specifications.

## CHECKLIST, TURNOUT (COMMERCIAL)

### Notes:

- (1) Please check all items that apply, if item is not applicable to permit write N/A on line provided.
- (2) This list may not be all inclusive; ALDOT reserves the right to request additional information that may be needed for a particular project.
- (3) After completion of work a letter should be submitted by the permit applicant stating that the project was constructed in accordance with plans approved by the State and with specifications, supplemental specifications and special provisions at the time of approval.

### COMMENTS:

PERMAN ENGINEERING CO, LLC 2425 LUMLEY RD  
Name of Applicant and Mailing Address RAINBOW CITY, AL 35906

256-413-0433  
Applicant's Phone Number

Eddie@PermanEng.com  
Applicant's Email Address

  
Engineer of Record

\_\_\_\_\_  
Engineer's Phone Number

\_\_\_\_\_  
Engineer's Email Address

MAIL TAX NOTICE TO: 2425 Lumbley Rd, Rainbow City, AL  
35906

STATE OF ALABAMA,

\*

CHEROKEE COUNTY.

\*

WARRANTY DEED

Know all Men by these Presents, that for and in consideration of Twenty-Five Thousand and No/100 (\$25,000.00) dollars to the undersigned MELVIN THOMAS ALRED as Trustee of the ALRED FAMILY LIVING TRUST dated August 15, 2012, Grantor, in hand paid by CENTRE, a series LLC of DELTA T PROPERTIES, LLC, an Alabama series limited liability company, Grantee, I the said Grantor, do hereby grant, bargain, sell and convey unto the said Grantee, the following described real estate situated in Cherokee County, Alabama, to-wit:

Tract 2 of the Flatwoods Properties Subdivision as recorded in Plat Book 11 at page 89, in the Office of the Probate Judge of Cherokee County, Alabama, containing 4.13 acres, more or less.

Said Flatwoods Properties Subdivision, lying in and being located in the Northwest Quarter of the Southeast Quarter of Section 2; the Southwest Quarter of the Southeast Quarter of Section 2; and in the Northeast Quarter of the Northwest Quarter of Section 11, all in Township 11 South, Range 10 East. (th/35049)

SOURCE OF TITLE: Instrument #203006

To have and to hold to the said Grantee, its successors and assigns forever. And I as such Trustee do, for my successors and assigns, covenant with the said Grantee, its successors and assigns, that I as such Trustee am lawfully seized in fee simple of said premises; that they are free from all encumbrances, and that I as such Trustee have a good right to sell and convey the same as aforesaid; that I as such Trustee will, and my successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

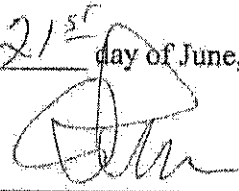
In witness whereof I have hereunto set my hand and seal as such Trustee this 21<sup>st</sup> day of June, 2021.

  
MELVIN THOMAS ALRED as Trustee of the ALRED  
FAMILY LIVING TRUST dated August 15, 2012 (L.S.)

THE STATE OF ALABAMA, CHEROKEE COUNTY.

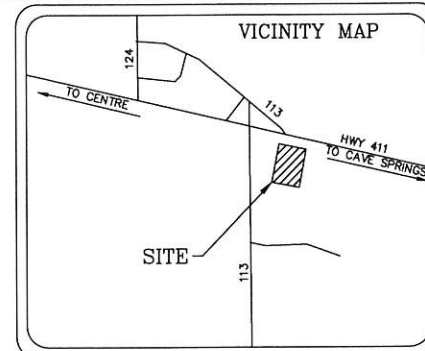
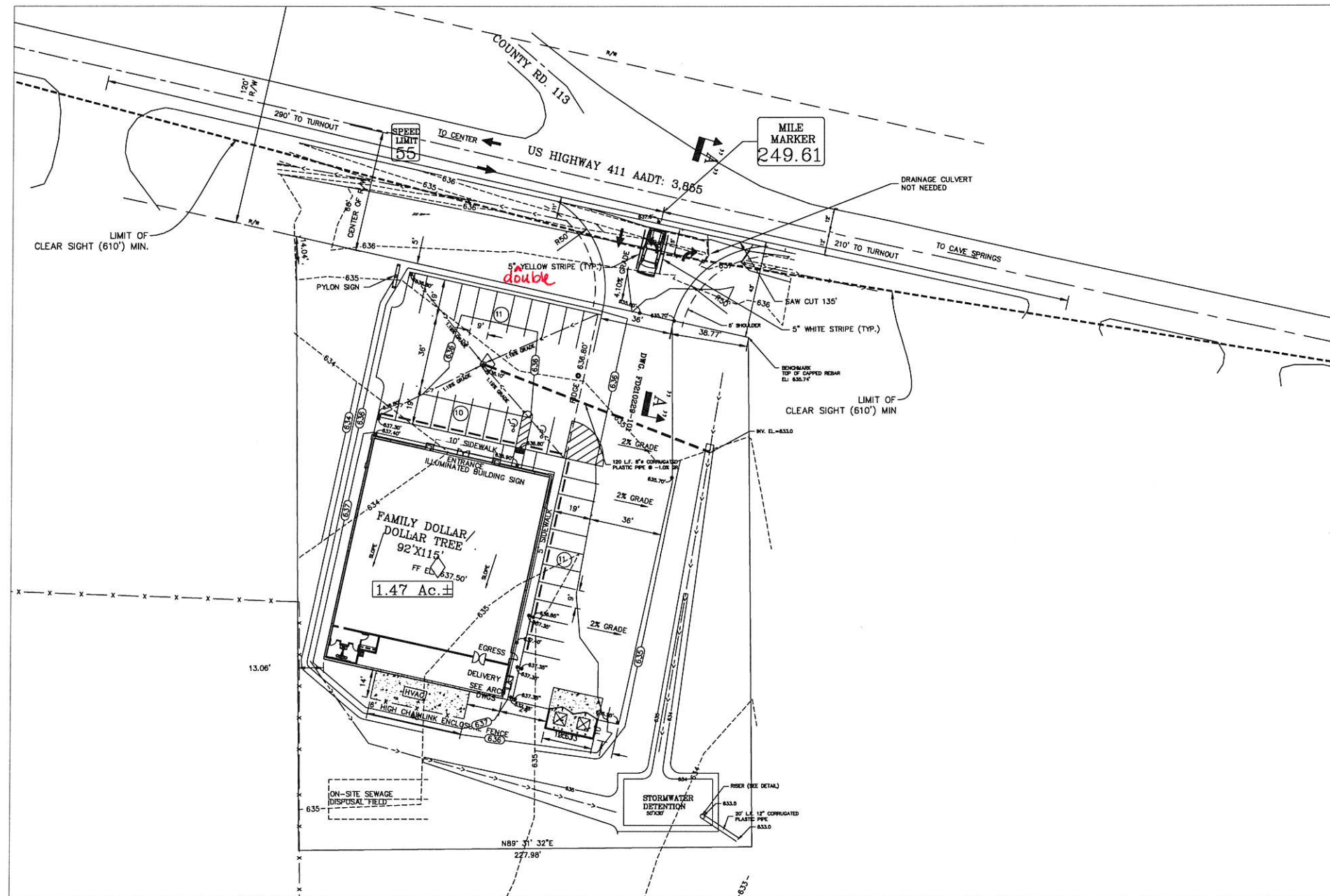
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MELVIN THOMAS ALRED, whose name as Trustee of the ALRED FAMILY LIVING TRUST dated August 15, 2012, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he in his capacity as such Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this the 21<sup>st</sup> day of June, 2021.

  
NOTARY PUBLIC

This instrument prepared by:  
Albert L. Shumaker  
Attorney at Law  
Centre, Alabama

13919wd



#### GENERAL CONSTRUCTION NOTES:

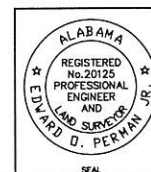
1. THE STANDARD SPECIFICATION SHALL BE "THE STATE OF ALABAMA HIGHWAY DEPARTMENT (ALD.O.T.) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION".
2. ALL MATERIALS UTILIZED ON THIS PROJECT SHALL CONFORM TO SECTION 800 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
3. MANHOLES, PIPE CULVERT END SECTIONS, UNDERDRAIN PIPING, RIPRAP, CURB AND GUTTER, TOPSOIL REPLACEMENT, HYDROSEEDING AND MULCHING, AND ANY OTHER INCIDENTALS REQUIRED FOR THE COMPLETION OF WORK SHALL CONFORM TO SECTION 600 OF THE STANDARD SPECIFICATIONS.
4. ALL DISTURBED AREAS SHALL UPON IMMEDIATE COMPLETION BE TOPSOILED TO A DEPTH OF 4" MINIMUM. ALL AREAS OUTSIDE THE AREAS TO RECEIVE SOLID SODDING SHALL BE HYDROSEEDED AND MULCHED.
5. SEED AND RE-SEED, SOD AND RE-SOD AS REQUIRED TO ESTABLISH AND MAINTAIN A PERMANENT VEGETATIVE COVER AS DIRECTED BY THE DEPARTMENT OF TRANSPORTATION'S DISTRICT MANAGER.
6. CONCRETE FOR THIS PROJECT SHALL HAVE A MINIMUM 28 DAY STRENGTH OF 3000 P.S.I. AS DETERMINED BY ASTM C39.
7. CONTRACTOR SHALL FOLLOW STATE OF ALABAMA EROSION CONTROL GUIDELINES AT ALL TIMES. BEST MANAGEMENT PRACTICES (BMP'S), AS DEFINED BY THE UNITED STATES DEPARTMENT OF ENVIRONMENTAL MANAGEMENT SHALL BE EMPLOYED AS REQUIRED TO PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTY OR WATERWAYS.
8. CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE WORK AREA PRIOR TO ANY WORK.
9. CONTRACTOR SHALL OBTAIN ALL PERMITS AND APPROVALS PRIOR TO BEGINNING CONSTRUCTION.
10. SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR SAFETY.
11. THE CONTRACTOR SHALL ENSURE THAT ALL EXCAVATION WORK IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STDS FOR EXCAVATION, 29 CFR PART 1926, SUBPART P.
12. DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC.
13. ALL METERS ARE TO BE INSTALLED OFF ALD.O.T. RIGHT OF WAY.
14. ALL MANHOLES, VALVE BOXES, AND HAND HOLES SHALL BE MOUNTED FLUSH WITH THE EXISTING GROUND.
15. CONTRACTOR AND OR OWNER SHALL WRITE A LETTER REQUISITION TO MEET WITH THE DISTRICT PERMIT COORDINATOR UPON COMPLETION OF PERMITTED WORK TO EVALUATE PUNCH LIST FOR COMPLETION OF PROJECT.
16. THE PERMIT IS IN COMPLIANCE WITH ALABAMA ACT 94-487 OF THE UNDERGROUND DAMAGE PREVENTION LEGISLATION.
17. ALL PERMITTED WORK SHALL MEET OR EXCEED ALD.O.T. SPECIFICATIONS.

ONSITE REPRESENTATIVE:  
TREY PERMAN 256-413-0433

- THE ONSITE REPRESENTATIVE WILL HAVE ON HAND AT ALL TIMES:
- 1) APPROVED PERMIT AND PLANS SIGNED BY THE AREA OPERATIONS ENGINEER
  - 2) TRAFFIC CONTROL PLAN
  - 3) EROSION CONTROL PLAN

#### ABBREVIATIONS

|          |                                           |
|----------|-------------------------------------------|
| C & G    | CURB AND GUTTER                           |
| EL.      | ELEVATION                                 |
| I.E.     | INVERT ELEVATION                          |
| T/       | TOP                                       |
| SE       | SOUTHEAST                                 |
| SW       | SOUTHWEST                                 |
| N        | NORTH                                     |
| S        | SOUTH                                     |
| ALD.O.T. | ALABAMA DEPARTMENT OF TRANSPORTATION      |
| R/W      | RIGHT OF WAY                              |
| P/L      | PROPERTY LINE                             |
| P.V.C.   | POLY-VINYL CHLORIDE                       |
| A.S.T.M. | AMERICAN SOCIETY OF TESTING MATERIALS     |
| GR.      | GRADE                                     |
| MUTCD    | MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES |
| ADS      | ADVANCED DRAINAGE SYSTEMS                 |
| UNO      | UNLESS NOTED OTHERWISE                    |
| N.T.S.   | NOT TO SCALE                              |
| APX.     | APPROXIMATE                               |
| CPP      | CORRUGATED PLASTIC PIPE                   |
| LF       | LINEAR FEET                               |



DEVELOPER:  
**PERMAN ENGINEERING CO., LLC**  
2425 Lumley Road  
Rainbow City, AL 35906  
Tel. (256) 413-0433

F.D. Project #:  
**FAMILY DOLLAR STORE**  
**92'X115'**

#### LEGEND

|                  |                                          |                            |
|------------------|------------------------------------------|----------------------------|
| 100              | EXISTING CONTOURS                        | EXISTING UTILITY POLE      |
| 101              | FINISH CONTOURS                          | NEW TRAFFIC SIGN           |
| 50               | EXISTING POINT SPOT ELEV. AND DESCRIPTOR | NEW GUARDPOST              |
| 501.25           | FINISHED SPOT ELEV.                      | NEW CONCRETE PAVING        |
| 91.23            | EL. @ BOTTOM & FACE OF CURB              | EXISTING CONCRETE PAVING   |
| R/W              | RIGHT OF WAY                             | EXISTING ROADS/BUILDINGS   |
| P/L              | PROPERTY LINE                            | EXISTING FENCE             |
| PAVING BY OTHERS |                                          | IRON PIN FOUND             |
| GRASS BY SODDING |                                          | EXISTING OVERHEAD ELECTRIC |
| S/B              | BUILDING SET BACK LINE                   | HIGHWAY GUARD RAIL         |
|                  |                                          | EXISTING STORM PIPE        |
|                  |                                          | TOPOGRAPHIC BENCH TIE      |

#### ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS

GN2 STANDARD DESIGN NOTES FOR PLAN ASSEMBLIES  
TCM-703 PAVEMENT LEGENDS AND MARKINGS DETAILS  
SL-710 TYPICAL STOP AND YIELD SIGN LOCATION  
SHS-1 STANDARD HIGHWAY SIGNS  
CPI-460 SLAB JOINTS, PAVEMENT AND BRIDGE END, REINFORCED CEMENT CONCRETE

#### NOTE:

ALL PAINT TRANSPORTATION MATERIALS, MEANS AND METHODS SHALL BE IN ACCORDANCE WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION'S SPECIFICATIONS AND STANDARDS FOR HIGHWAY STRIPING.  
ALL STRIPING AND MARKINGS SHALL BE TYPE "A" CLASS II THERMOPLASTIC.

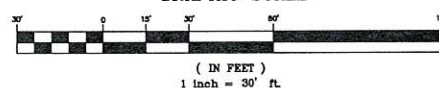
THIS DEVELOPMENT WILL NOT HAVE AN ADVERSE AFFECT TO THE DRAINAGE ON THE STATE RIGHT OF WAY. ALL RUNOFF WILL BE DIRECTED TO THE REAR OF THE SITE AND DISCHARGED INTO HORSEPEN BRANCH.

DRAINAGE CALC. RESULTS  
PRE-DEV. RUNOFF=5.37 cfs  
POST-DEV. RUNOFF=8.36 cfs  
POST-DEV. RUNOFF THROUGH POND=1.9 cfs  
POST < PRE (OK)

THIS TURNOUT SHALL SERVE A PROPOSED RETAIL DEVELOPMENT

ADEM NOTE:  
AREA DISTURBED IS GREATER THAN ONE ACRE, A N.O.R. WITH ADEM IS REQUIRED

#### GRAPHIC SCALE



ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH PART 6 OF THE LATEST EDITION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

CONTACT DISTRICT MANAGER 48 HOURS PRIOR TO COMMENCING WORK ON ALD.O.T. RIGHT OF WAY

CONTRACTORS BIDDING ON THIS SITE WORK MUST POSSESS A VALID ALABAMA GENERAL CONTRACTORS LICENSE

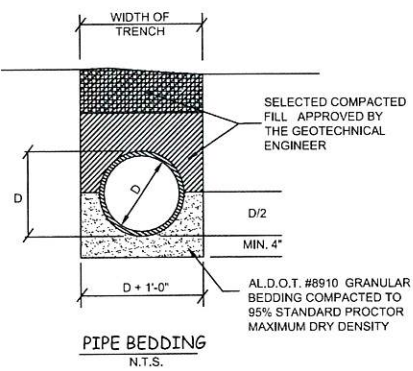
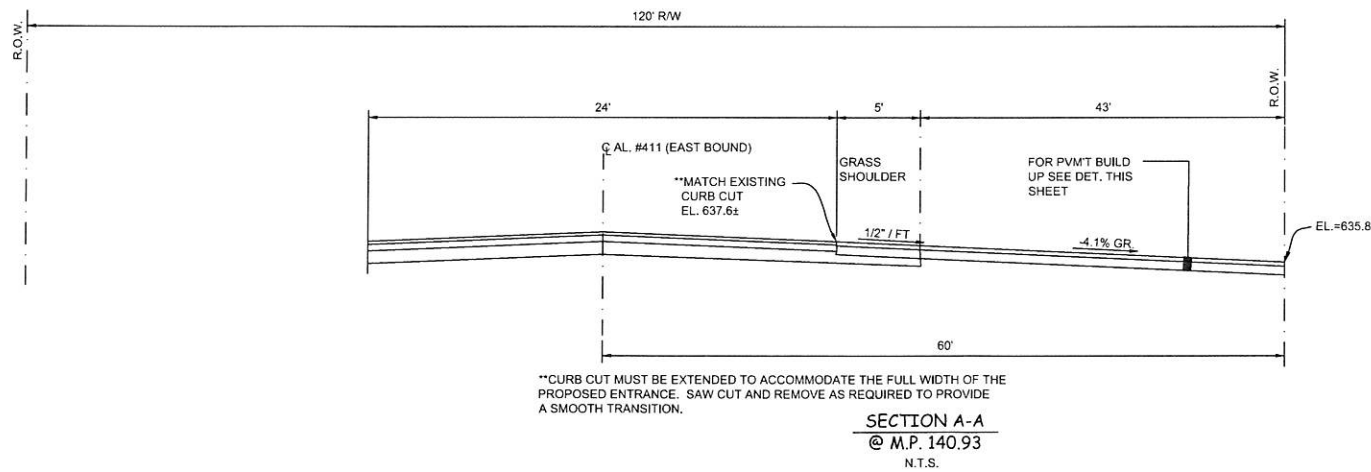
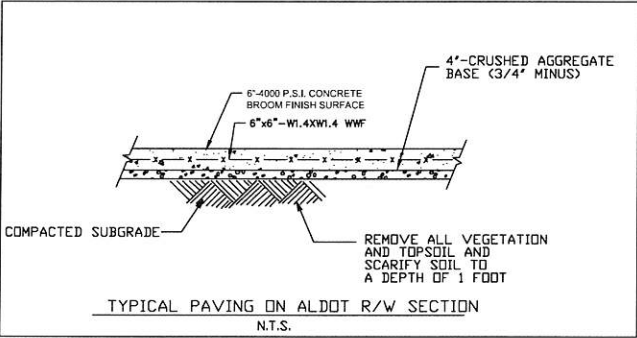
CONTRACTOR SHALL FOLLOW AND CONFORM TO THE ALABAMA HANDBOOK FOR "EROSION CONTROL, SEDIMENT CONTROL AND STORM WATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS" AS PUBLISHED BY THE ALABAMA SOIL AND WATER CONSERVATION COMMITTEE AT ALL TIMES

| NO. | DATE | REVISIONS | DWN | CHK | APPR'D |
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PERMAN ENGINEERING CO., LLC  
Engineers-Contractors-Developers  
2425 Lumley Rd.  
Rainbow City, AL 35906  
Tel. (256) 413-0433  
Fax: (256) 442-0161  
E-mail: INFO@PERMANENG.COM

PROPOSED TURNOUT  
CENTRE, AL

| SCALE:     | SHEET NO.      | PROJECT NAME: |
|------------|----------------|---------------|
| 1"=30'     |                | CENTRE        |
| DATE:      | PECO PROJECT # | REV.          |
| 03/26/2021 | FD210209       | 0             |



- PIPE BEDDING NOTES:
1. THE PIPE SHALL BE BEDDED WITH CARE IN A CONTINUOUS COMPACTED GRANULAR BED FORMED IN THE TRENCH BOTTOM SHAPED TO CONFORM TO THE OUTSIDE DIAMETER OF THE PIPE.
  2. THE BELL OF THE PIPE SHALL BE INSTALLED IN THE SAME MANNER AS THE BARREL.

| NO. | DATE | REVISIONS | DATE | CHKD | APPR'D |
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E-mail: EDDIE@PERMANENG.COM

COMMERCIAL TURN OUT  
DETAILS & SECTIONS  
SHEET 1 OF 3

CENTRE, AL

DATE: \_\_\_\_\_

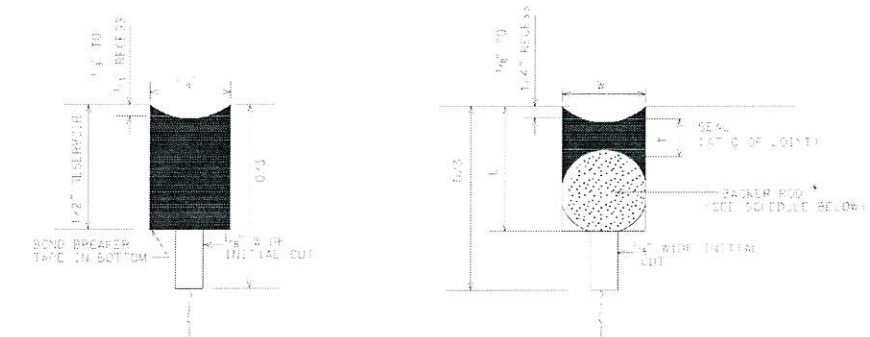
SIGNATURE: \_\_\_\_\_

SEAL: \_\_\_\_\_

RELEASED FOR PERMITTING

|                         |                             |
|-------------------------|-----------------------------|
| SCALE:<br>1" = AS NOTED | DRAWING NO.<br>FD210209-101 |
| DATE:<br>4/27/21        | CONTRACT<br>FD210209        |
|                         | REV.<br>0                   |

| REFERENCE<br>PROJECT NO | FISCAL<br>YEAR | SHEET<br>NO |
|-------------------------|----------------|-------------|
|                         |                |             |



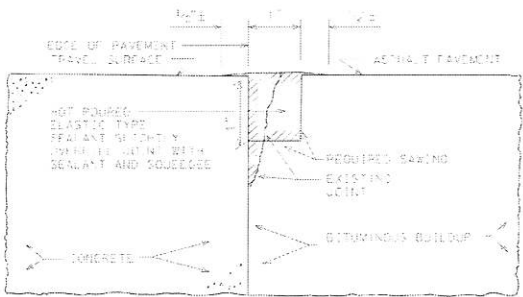
LONGITUDINAL SILICONE SEAL  
DETAIL "A"

TRANSVERSE SILICONE SEAL  
DETAIL "B"

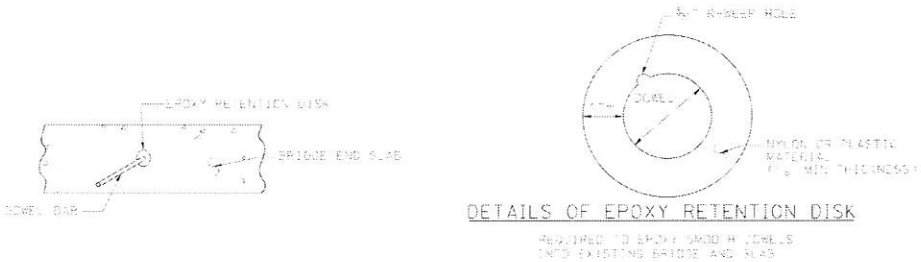
SCHEDULE

| LENGTH OF SLAB | T    | L      | W    | DIA OF BACKER ROD |
|----------------|------|--------|------|-------------------|
| 20' OR LESS    | 1/4" | 1-1/4" | 1/4" | 3/8"              |
| 21' TO 40'     | 1/4" | 1-1/4" | 1/2" | 5/8"              |
| 41' TO 60'     | 2/8" | 1-3/4" | 5/8" | 3/4"              |

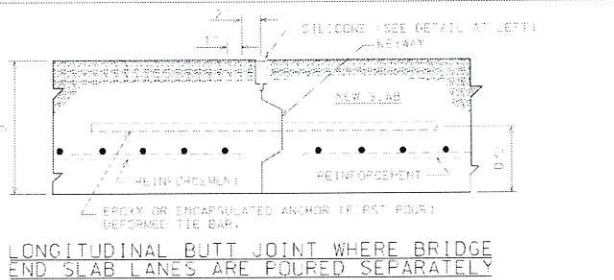
NOTE:  
BACKER ROD COMPATIBLE  
W/ SILICONE SEALANT AND  
SLIGHTLY OVERSIZED TO  
ELIMINATE MOVEMENT DURING  
SEALING.



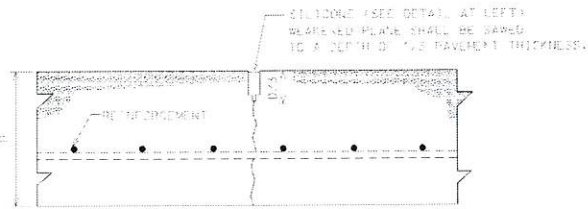
CONCRETE JOINT AT EXISTING  
ASPHALT PAVEMENT



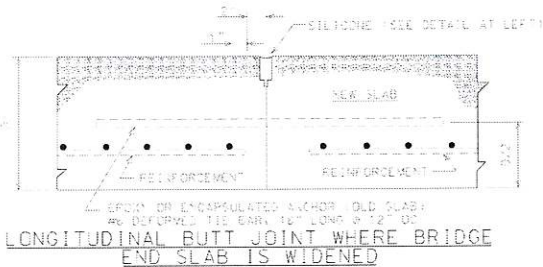
NOTE: EPOXY RETENTION DISK WILL BE REQUIRED FOR THE INSTALLATION OF ALL SMOOTH DOWELS INTO THE EXISTING CONCRETE. THE RETENTION DISK SHALL BE HELD IN PLACE UNTIL THE EPOXY HAS REACHED A CONSISTENCY THAT IT WILL NOT RUN OUT OF THE DRILLED HOLE. THE RETENTION DISK SHALL BE REMOVED PRIOR TO THE POURING OF THE NEW SLAB.



LONGITUDINAL BUTT JOINT WHERE BRIDGE  
END SLAB LANES ARE POURED SEPARATELY



LONGITUDINAL WEAKENED PLANE JOINT  
WHERE BRIDGE END SLAB LANES ARE  
POURED IN ONE OPERATION



LONGITUDINAL BUTT JOINT WHERE BRIDGE  
END SLAB IS WIDENED

--SPECIFICATIONS--  
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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- REVISIONS
1. Expanded CPJ-450 to two sheets, showing existing conditions & existing asphalt reinforcement epoxy application. See center & showing existing & proposed seal on CPJ-450 by J.P.T.
  2. Modified longitudinal silicone seal detail to show seal or will not fill gap, but from road drainage, right by GWA.



ALABAMA DEPARTMENT  
OF TRANSPORTATION

DESIGN BUREAU SPECIAL DRAWING  
DETAILS OF STANDARD FLAIN AND  
REINFORCED CEMENT CONCRETE  
PAVEMENT AND BRIDGE END  
SLAB JOINTS

DESIGNED BY: CPJ-450 (SHEET 2 OF 2) 45014

NOT TO SCALE

| NO. | DATE | REVISIONS | DWN | DD | APPROV |
|-----|------|-----------|-----|----|--------|
|     |      |           |     |    |        |
|     |      |           |     |    |        |
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COMMERICAL TURNOUT  
DETAILS AND SECTION  
SHEET 2 OF 4

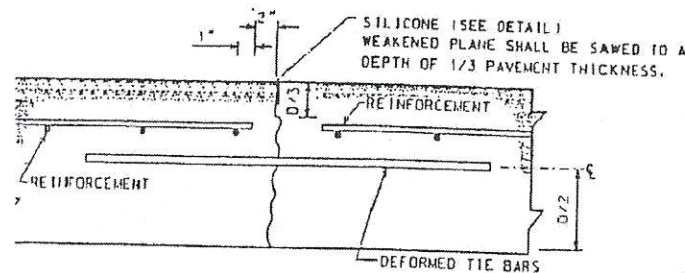
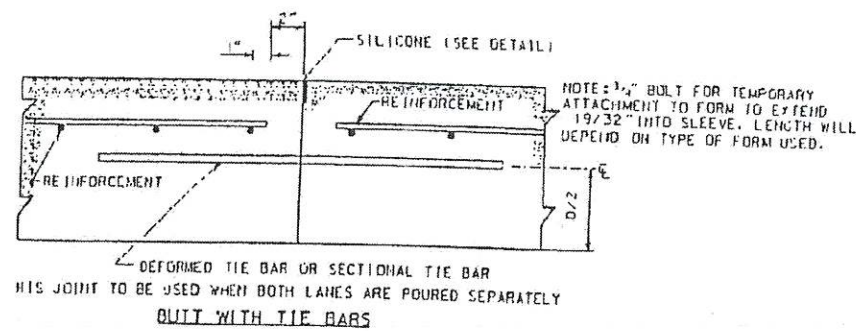
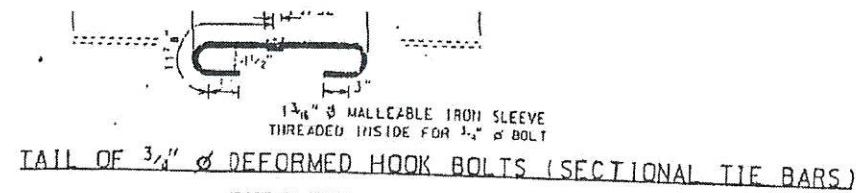
HOKES BLUFF, AL



DATE: \_\_\_\_\_  
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| SCALE:   | DRAWING NO.  |
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| 1" = NTS | FD200915-202 |
| DATE:    | CONTRACT     |
| 4/20/21  | FD200915     |
|          | REV. 0       |



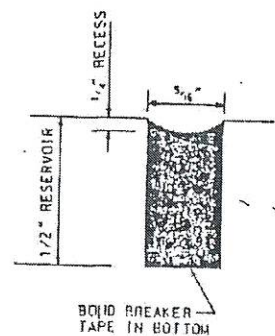


JOINT TO BE USED WHEN BOTH LANES ARE POURED SIMULTANEOUSLY

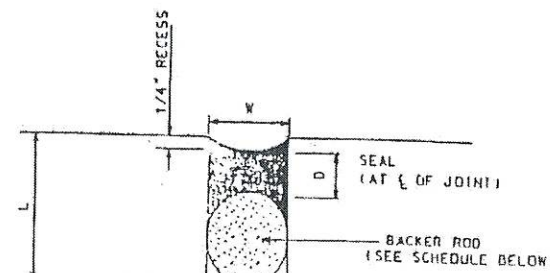
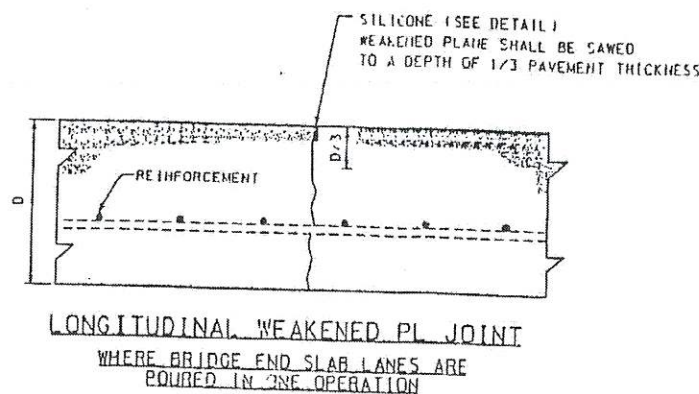
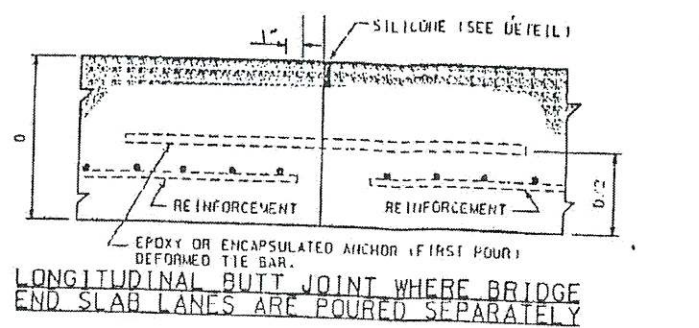
WEAKENED PLANE

### LONGITUDINAL JOINTS

STANDARD PLAIN AND REINFORCED CONCRETE PAVEMENT



### LONGITUDINAL SILICONE SEAL DETAIL

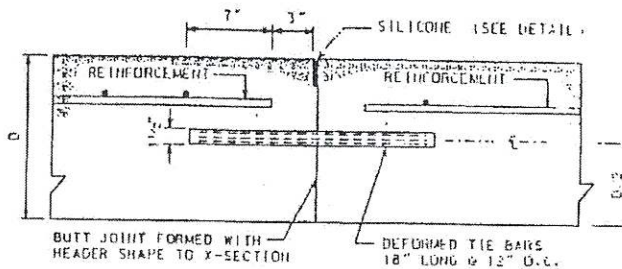
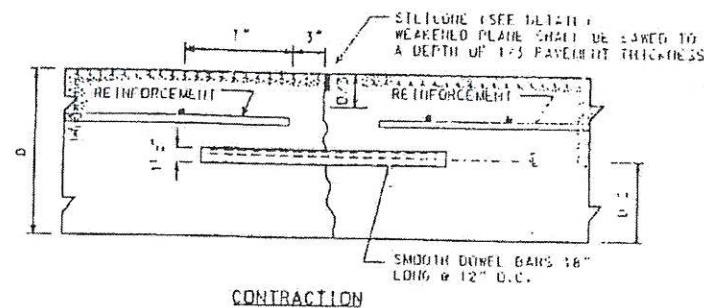
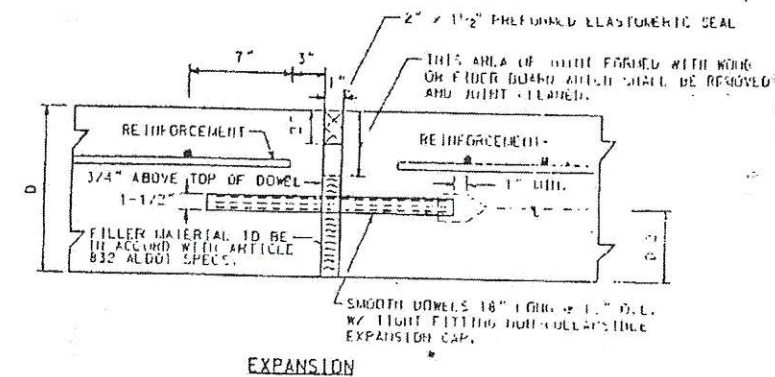


### TRANSVERSE SILICONE SEAL DETAIL

#### GENERAL NOTES

1. FOR PLAIN CONCRETE PAVEMENT JOINTS DISREGARD REINFORCING DETAILS.
2. ALL SEAL RESERVOIRS AND CONTRACTION JOINTS SHALL BE SAWED.
3. FOR DETAIL OF DOWEL SUPPORT ASSEMBLY SEE APPROPRIATE SPECIAL DRAWING.
4. SILICONE SEALANT SHALL BE TOOLED IMMEDIATELY AFTER APPLICATION.
5. WHEN CONTRACTOR OPTIONS TO USE ENCAPSULATED ANCHOR, THE REQUIRED LENGTH OF TIE BARS AS SHOWN SHALL BE FULLY EMBEDDED.

| DETAIL FOR SHAPE FACTOR (TRANSVERSE ONLY) |      |        |      |                   |
|-------------------------------------------|------|--------|------|-------------------|
| LENGTH OF SLAB                            | D    | L      | W    | DIA OF BACKER ROD |
| 20' OR LESS                               | 1/4" | 1-1/4" | 1/4" | 3/8"              |
| 21' TO 40'                                | 1/4" | 1-1/4" | 1/2" | 5/8"              |
| 41' TO 60'                                | 3/8" | 1-3/4" | 5/8" | 3/4"              |



STANDARD PLAIN AND REINFORCED CONCRETE PAVEMENT

#### --SPECIFICATIONS--

CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

|                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| REVISIONS<br>1. ADDED TO CADD ON 04-30-94<br>BY JFL                                                                                                                                                                                                                                                                                                                                                                    | ALABAMA DEPARTMENT OF TRANSPORTATION<br>1409 FULTON BOULEVARD<br>MONTGOMERY, AL 36103-1050<br>DESIGN BUREAU SPECIAL DRAWING<br>DETAIL OF STANDARD PLAIN AND REINFORCED CEMENT CONCRETE PAVEMENT AND BRIDGE END SLAB JOINTS<br>CPJ-45(1) |
| DRAWN BY<br>DATE: 02-03-99                                                                                                                                                                                                                                                                                                                                                                                             | REVISION NO. 110                                                                                                                                                                                                                        |

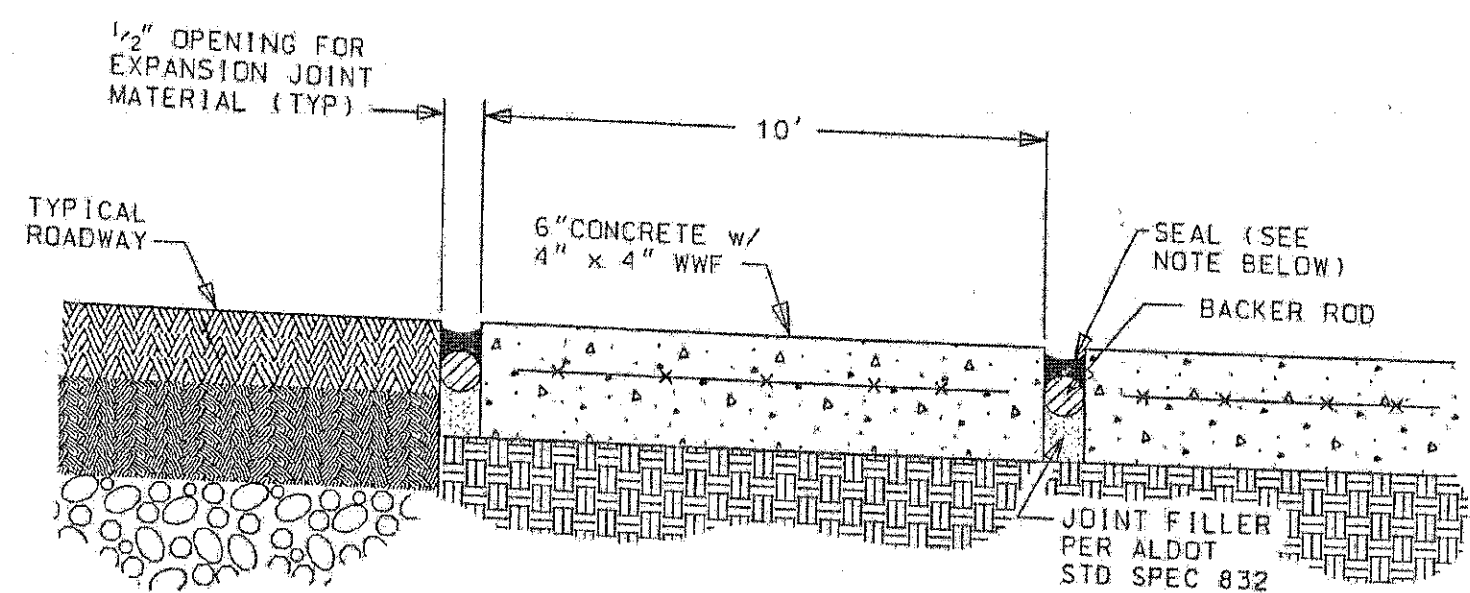
|                  |                                                                                    |
|------------------|------------------------------------------------------------------------------------|
| DATE: _____      | ALABAMA REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR<br>EDWARD D. PERMAN JR. |
| SIGNATURE: _____ | SEAL                                                                               |

|                                                                                                                                                                                                   |      |           |                 |                   |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|-----------------|-------------------|--------|
| NO.                                                                                                                                                                                               | DATE | REVISIONS | DWN             | CHK               | APPRVD |
|                                                                                                                                                                                                   |      |           |                 |                   |        |
| DRAWN BY                                                                                                                                                                                          |      | DATE      | CHECKED BY      | DATE              |        |
| DESIGNED BY                                                                                                                                                                                       |      | DATE      | FIELD SURVEY BY | FIELD SURVEY DATE |        |
| <b>PECO PERMAN ENGINEERING CO., LLC</b><br>Civil Engineering & Surveying<br>2425 Lumley Rd.<br>Rainbow City, AL 35906<br>Tel: (256) 413-0433<br>Fax: (256) 442-0161<br>E-mail: INFO@PERMANENG.COM |      |           |                 |                   |        |

### COMMERICAL TURNOUT DETAILS AND SECTIONS SHEET 1-A

HOKES BLUFF, AL

|                 |                          |
|-----------------|--------------------------|
| SCALE: 1" = NTS | DRAWING NO. FD200915-202 |
| DATE: 4/20/21   | CONTRACT FD200915        |
| REV. 0          |                          |



**TYPICAL EXPANSION JOINT INSTALLATION**  
N.T.S.

NOTE: SEE TRANSVERSE SILICON SEAL  
DETAIL & SCHEDULE, STATE OF ALABAMA  
SPECIAL AND STANDARD HIGHWAY  
DRAWINGS NUMBER CPJ-450.

| REFERENCE<br>PROJECT NO. | PRCA<br>YEAR | SHEET<br>NO. |
|--------------------------|--------------|--------------|
|                          |              |              |

Approval Date July 6, 2000  
This Revision July 6, 2000  
ALABAMA DEPARTMENT OF TRANSPORTATION

**LIST II-13  
JOINT FILLERS**

| PRODUCT<br>NAME               | VENDOR<br>CODE | DATE<br>APPROVED |
|-------------------------------|----------------|------------------|
| REFLEX RUBBER EXPANSION JOINT | 1              | 07/06/00         |
| VENDORS                       |                |                  |

1. THE J. D. RUSSELL COMPANY  
6096 COLUMBIA PARK DRIVE  
JACKSONVILLE, FL 32236

| NO. | DATE | REVISIONS | OWN | CHK | APPRD |
|-----|------|-----------|-----|-----|-------|
|     |      |           |     |     |       |
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Rainbow City, AL 35906  
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Fax: (256) 442-0181  
E-mail: INFO@PERMANENG.COM

DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
SEAL:

**COMMERICAL TURNOUT  
DETAILS AND SECTIONS  
SHEET 2-A**

**HOKES BLUFF, AL**

|                    |                             |           |
|--------------------|-----------------------------|-----------|
| SCALE:<br>1" = NTS | DRAWING NO.<br>FD200915-202 | REV.<br>0 |
| DATE:<br>4/20/21   | CONTRACT<br>FD200915        |           |