

# Henry County Road Department

1023 County Road 53 Abbeville, AL 36310 Phone: (334) 585-2955 Fax:(334) 585-2413  
Email: workorders@henrycountyal.net Monday - Thursday 6:00am - 4:30pm

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## Agricultural Driveway Instruction Sheet

### Keep For Your Records

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### 1. FLAG SITE

2. Complete application, notarize agriculture agreement and return (3 pages) to the Henry County Road Department.

\*The Henry County Road Department does have notary services available at our office, at no charge to you, for this process. Please call the office to verify availability of notaries before stopping by.

### APPLICATIONS WILL NOT BE PROCESSED IF MISSING ANY OF THE FOLLOWING:

- \*Site has not been marked AND box is not checked on application
- \*Application is not signed AND has not been witnessed
- \*Agricultural agreement is not received with application
- \*Agricultural agreement is not signed AND notarized

3. Henry County will approve site and contact you with pipe size within 7-10 business days.

Size \_\_\_\_\_ in. \_\_\_\_\_ ft. long

4. Purchase and get pipe on site. (Pipe must be NEW, metal or concrete and at least 15in x 30ft )

You may use any pipe vendor you choose. Listed are just a few in our area that will deliver.

Vendor	Phone	Notes
Empire Pipe and Supply	(334) 500-5142	
Skipper Trucking	(334) 333-3473	
Southern Pipe and Supply	(334) 791-2559	

5. Contact the Road Department once pipe has been delivered.

Date Delivered \_\_\_\_\_

6. Your permit will be filled and your install will be added to our schedule.





**AGREEMENT AND EASEMENT FOR INSTALLATION OF DRIVEWAY PIPE UNDER  
AGRICULTURAL AND FORESTRY USE ONLY**

THE STATE OF ALABAMA

THE COUNTY OF HENRY

Whereas the Henry County Road and Bridge Department will install driveway pipes (**driveway pipe supplied by owner**) at no charge for an owner of real property whose sole and exclusive use of said real property is agricultural and/or forestry related. **The owner of said real estate hereby agrees that the real property will not be used in any manner for commercial use of residential purpose, including but not limited to, the installation of any permanent or temporary structure, vehicle, camper, or any other devices used for overnight used for overnight human habitation in any form or fashion for a period of two (2) years from the date of the pipe installation. If any type of commercial use or residential purpose, including but not limited to the installation of any installation of any permanent or temporary structure, vehicle, camper or any device used for overnight human habitation is placed on the subject property during the above reference two (2) year period, the property owner shall either pay for all labor, equipment, materials incurred in the installation of the pipe, or the County shall remove said pipe. In the event the real estate is sold to a third party during the above reference two (2) year period, the property owner shall either reimburse for all labor, equipment, materials incurred in the installation of the pipe, or the County shall remove said pipe.** In the event the Owner desires the pipe to be removed, the Owner shall reimburse the County for all labor, equipment, and materials arising out of the removal of said pipe. The owner shall provide payment in full for the amount owed within fourteen (14) calendar days of the delivery of the invoice. In the event payment is not received within the above-mentioned time, the County shall have the right to remove said pipe. The costs and expenses of installing/removing said pipe shall result in a material/mechanic lien against said property. This agreement shall run with the land and shall be binding upon any heirs, successors and assigns of the property for a period of two (2) years from the date of installation of said pipe.

Owner hereby gives the Henry County Road and Bridge Department permission to enter on to said property to install and/or remove the driveway pipe.

PARCEL # 37- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Copy of Deed Attached:

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature of Owner

Sworn to and subscribed to this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
My Commission Expires:

Cost of Project Incurred by County: \_\_\_\_\_ (See attached Work Order)

\_\_\_\_\_  
Date of Installation

\_\_\_\_\_  
Signed on behalf of the County

\_\_\_\_\_  
Print Name