



## **DRIVEWAY APPROACH APPLICATION AND PERMIT**

### **INSTRUCTIONS**

#### ***If the proposed approach to your property accesses a County Road...***

Completion of this form and submittal to Broadwater County Public Works is required prior to the start of any work. Submit two (2) signed copies. The approach permit fee is \$125 per approach, made payable to "Broadwater County Treasurer". The permit fee must be submitted with the application. Failure to do so will delay approval of your permit.

The Public Works Department will contact you concerning a pre-inspection. When the approach is constructed, the applicant must then contact the Public Works Department (406-266-9207) for a final inspection.

After satisfactory completion of the approach, the final approval form will be signed. One original signed copy will be retained by the Clerk & Recorder's Office and one original signed copy will be returned to the applicant. The proposed approach should be scaled onto an existing plan and profile sheets showing existing road right-of-way must be attached to this form.

*(Note to County Treasurer: please receipt into 2110-343380-000 Road Inspection Fee)*

**\$ 125.00 Fee per Approach**

Make payable to:

Broadwater County Treasurer

**DRIVEWAY APPROACH APPLICATION AND PERMIT**

*To be completed by Broadwater County Authorized Personnel* Date Received: \_\_\_\_\_

**DRAINAGE DETERMINED BY BROADWATER COUNTY**

*CULVERT TYPE - Plastic or Steel    SIZE - 18" Minimum    LENGTH - 20' Minimum*

**1. APPLICANT (Property Owner)**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Herein termed the applicant requests permission to construct approach(es) described and as shown on attached plot plan or plan and profile and hereby made a part of this application.

Please indicate if permits or approaches are required from units of government other than Broadwater County.

\_\_\_\_\_ Federal Government \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ N/A  
*(Write the number of permits required on the line)*

**2. APPROACH TYPE:**

Agricultural: \_\_\_\_\_ Public: \_\_\_\_\_ Residential: \_\_\_\_\_

Commercial: \_\_\_\_\_ Industrial: \_\_\_\_\_ Other (please specify): \_\_\_\_\_

Use of Property or Facility where approach is located: \_\_\_\_\_  
*(Residence, Trailer Court, Gas Station, Field Access, Type of Business, Etc.)*

**3. LOCATION**

Nearest City or Town: \_\_\_\_\_  
*If Rural - indicate direction (ie., N, S, E, W) and approximate distance from nearest city or town*

Street/Road Name, if any: \_\_\_\_\_



Township \_\_\_\_\_ North  
 Range \_\_\_\_\_ East  
 Section \_\_\_\_\_

Draw an overview (left) and attach detail drawing showing ties to the nearest section corner and county road.



4. **TRAFFIC SIGHT-DISTANCE:** (Visibility in at least two directions)

How far can you see to the: Left \_\_\_\_\_ Right \_\_\_\_\_

Surface of the County Roadway/Highway \_\_\_\_\_ Width \_\_\_\_\_

5. **DURATION: (check one)** Temporary \_\_\_\_\_ Life of Facility \_\_\_\_\_

Estimated number of trips per day \_\_\_\_\_

6. **CULVERT:** Yes  -or- No

Type: Round  -or- Squash

Steel  -or- HDPE

Diameter: \_\_\_\_\_ Width: \_\_\_\_\_ Flare: \_\_\_\_\_ Side of Roadway: \_\_\_\_\_

7. **APPLICANT SIGNATURE:** \_\_\_\_\_

**Pre-installation approach inspected by:**

\_\_\_\_\_  
*Authorized Broadwater County Personnel*

\_\_\_\_\_  
*Title*

Date: \_\_\_\_\_

**Completed approach approved by:**

\_\_\_\_\_  
*Authorized Broadwater County Personnel*

\_\_\_\_\_  
*Title*

Date: \_\_\_\_\_



## **DRIVEWAY APPROACH APPLICATION AND PERMIT**

Subject to the following terms and conditions, the permit applied for and attached hereto is hereby granted.

1. **TERM:** This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. **REVOCAION:** This permit may be revoked by County upon giving thirty (30) days notice to Permittee by ordinary mail, directed to the address shown in the application hereto attached, but the County reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
3. **COMMENCEMENT OF WORK:** No work shall be commenced until Permittee notifies the Board of Commissioners when he proposes to commence work.
4. **CHANGES IN ROAD:** If the County changes the road, or there are other changes to adjoining streets, alleys, etc. which necessitates alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.
5. **COUNTY SAVED HARMLESS FROM CLAIMS.** In accepting this permit the Permittee, its/his successors or assigns, agree to protect the county and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the State and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the County in any such suit or action.
6. **PROTECTION OF TRAFFIC.** Insofar as the interests of the County and the traveling public are concerned all work performed under this permit shall be done under the supervision of the Board of Commissioners and its authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner in which traffic is to be handled, and shall specify to Permittee how road surface is to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.

7. ROAD DRAINAGE; If the work done under this permit interferes in any way with the drainage of the State Highway or County Road effected, Permittee shall, at its/his own expense, make such provisions as the County may direct to take care of said drainage.
8. RUBBISH AND DEBRIS. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition satisfactory to the County
9. DRAINAGE: Minimum diameter of culverts will be 18"
10. WORK TO BE SUPERVISED BY COUNTY: All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the County and the County hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said change or removal to be made at the sole expense of the permittee.
11. COUNTY'S RIGHT NOT TO BE INTERFERED WITH: all such changes, reconstructing or relocation shall be done by Permittee, in such a manner as will cause the least interference with any of the County's work and the county shall in no wise be liable for any damage to the Permittee by reason of any such work by the County, its agents, contractors or representatives, or by the exercise of any rights by the county upon the highways by the installations or structures placed under this permit.
12. REMOVAL OF INSTALLATIONS OR STRUCTURES: Unless waived by the County, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
13. MAINTENANCE AT EXPENSE OF PERMITTEE: Permittee shall maintain, at its/his sole expense the installations and structure for which this permit is granted, in a condition satisfactory to the County.
14. COUNTY NOT LIABLE FOR DAMAGE TO INSTALLATIONS: In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the County or by any County employee engaged in construction, alteration, repair, maintenance or improvement of the County, shall be at the sole expense of the Permittee



15. COUNTY TO BE REIMBURSED FOR REPAIRING ROADWAY: Upon being billed, Permittee agrees to promptly reimburse County for any expense incurred in repairing surface of roadway due to settlement at installation, or for any other damage roadway as a result of the work performed under this permit.
16. OTHER CONDITIONS AND/OR REMARKS:
- A. All approach side slopes will be constructed on not less than 6 to 1 slope, unless otherwise approved.
  - B. No private signs or devices etc. will be constructed or installed within the Highway Right of Way limits.
  - C. This permit is valid only if approach construction is completed within \_\_\_\_\_ months from date of issue. If construction is not completed within \_\_\_\_\_ months from date of issue, this permit will expire. Upon expiration of this permit a new application form and fees must be resubmitted to the County Road Supervisor before construction can commence.

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all of the terms and conditions set forth therein.

**Permittee:**

\_\_\_\_\_  
(Signature of Permittee)

\_\_\_\_\_  
(Printed Name of Permittee)

**Broadwater County:**

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.