

LAKES HIGHWAY DISTRICT

APPLICATION FOR APPROACH PERMIT

LHD PERMIT NO: _____

COUNTY PERMIT NO: _____

FOR RECORDING PURPOSES ONLY

The application expires 90 days from date of issuance. If work is not completed to the Highway District's standards, within that time, applicant may request a 90-day extension; otherwise, the application will be considered void. This is an application only and will be considered a permit when the work is completed.

**CALL
BEFORE
YOU DIG
8-1-1**

The undersigned applicant is given permission to construct the following item(s) on highway right-of-way; subject to compliance with the provisions of the Highway District Policy.

LOCATION OF WORK

Subdivision if applicable (or Parcel#): _____ Lot/Blk _____; AIN# _____

Street Name: _____ Street Address: _____

Other Directions _____

TYPE OF APPROACH REQUEST: Field; Single Residence; Multiple Residence; Commercial.

Approach Description: _____

The undersigned applicant is given permission to construct the following item(s) on highway right-of-way; subject to compliance with the provisions of the Highway District Policy.

DISTRICT APPROVED APPROACH TYPE AND REQUIREMENTS: Field; Single Residence; Multiple Residence, ___ Number Served; Commercial; Use Description: _____

Culvert Required: Yes No **Size:** _____, **Type: Corrugated Metal.** *Culverts must be bedded with ¾" base rock

Mailbox Turnout Required Yes No

Approach shall meet Highway District Standard Approach Policy and I.C. 49-221 as issued with Application. Call for an inspection of approach prior to surfacing driveway with concrete or asphalt and prior to certificate of occupancy signoff.

X CONDITIONS OF APPROVAL:

1. **Approach shall be compliant with all requirements of Lakes Highway District Ordinance No. 2019-02.**
2. Site plan to be included, showing location of proposed approach measured to property boundaries.
3. Approvals are limited to the Type, Specifications, Requirements and Conditions stated herein.
4. Refer to the Attached General and Special Conditions.
4. The Applicant shall contact the one call utility locating service and comply with all other requirements imposed upon an excavator pursuant to § 55-2201, Idaho Code, et seq. **CALL BEFORE YOU DIG 8-1-1.**
5. On completion of said work herein contemplated, Applicant shall notify the District that the project is completed and ready for final inspection.
6. All rubbish and debris shall be removed, and the roadway and roadside shall be left neat and presentable and to the satisfaction of the Highway District. Installation must be inspected and approved by the Director of Highways or his representative.
7. The undersigned certifies that he is the owner or authorized representative of the owner of the proposed facility or property to be served and agrees to do the work in accordance with the rules and regulations of the HIGHWAY DISTRICT, and the undersigned certifies that he has read and understands the provisions on the attached "General Provisions" and/or "Special Conditions" sheet.

_____, Phone #: _____
NAME OF APPLICANT(S) -- ALL PROPERTY OWNERS MUST SIGN FOR APPLICATION

X _____, Date: _____
Signature of applicant

<input type="checkbox"/> PRELIMINARY PERMIT APPROVAL Date: _____, Int: _____.
<input type="checkbox"/> FINAL PERMIT APPROVAL Date: _____; Final Approval by: _____
PROCESSING FEE: Amount Paid \$ _____ Date Paid _____ Receipt # _____

GENERAL PROVISIONS

If required by the District, the Permittee shall give at least 24 hours advance notice prior to commencing work and at any time in the future when proposed work would restrict the flow of traffic.

During the progress of the work such barricades, lights and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. All barricades, lights and other traffic control devices and the placement thereof shall conform to the latest Manual on Uniform Traffic Control Devices.

In accepting this permit, the Permittee, its successors and assigns, agrees to protect the Highway District, or its agents, and save it harmless from all claims actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property, by reason of the performance of such work, character or materials used or manner of installation, maintenance and operation, or by the improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against said Highway District, its officers, or agents, for damages arising out of or by reason of any of the above causes, the Permittee, its successors or assigns, will upon notice to it of commencement of such action defend the same at its own sole cost and expense, and will satisfy any judgment after said suit of action shall have finally been determined if adverse to the Highway District, its officers or agents.

Except as herein authorized, no excavation shall be made, or obstacle placed within the limits of the highway in such a manner as to interfere with the travel over said road.

Permittee is responsible for any damages to District property or to any property in the right-of-way which is caused by the conduct of the work performed hereunder, Permittee shall restore to the same condition as existed prior to the work, the travelway and such ditches, structures and appurtenances necessary for the proper construction and maintenance of the travelway, which have been in any way disturbed or damaged by the work performed hereunder. If the work done under this permit in any manner involves the disturbance of the traveled surface of the road, said portion of the traveled surface of the road shall be restored at the completion of said work to the satisfaction of the District, said surface may be restored by the Highway District at the expense of the Permittee. If trench or pavement settlement should occur the repairs shall be made by the Permittee as directed by the District at no cost to the Highway District. If the work under this permit interferes in any way with the drainage of the highway, the grantee shall wholly and at its own expense make such provisions as the District may direct to take care of the drainage.

All work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the District, and the entire expense of said supervision shall be borne by the parties to whom this permit is issued.

The District hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.

All such changes, reconstruction or relocation by the Permittee shall be done in such a manner as will cause the least interference with any of the District's work and the Highway District shall in no way be held liable for any damages to the Permittee by reason of any such work by the Highway District, its agents or representatives, or by the exercise of any rights by the District upon roads, streets, public places or structure in question.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the District from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the District from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The District may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the District.

In accepting this permit the Permittee, his successors and assigns, agree that any damage or injury done to the property of the Permittee or any expense incurred by him through the operation of a contractor, working for the District or any District employee shall be at the sole expense of the Permittee, his successors or assigns.

Neither the acceptance of this permit nor anything herein contained shall be construed as a waiver by the Permittee of any rights given it by the Constitution or laws of the State of Idaho or of the United States.

Adequate drawings or sketches shall be included showing the existing and/or planned location of the highway improvements, the traveled way, the rights-of-way lines, and where applicable, the control of access lines and approved access points.

In doing the work under this permit, Permittee and its contractors, or anyone performing work on behalf of the Permittee, have the primary responsibility for providing for the protection and safety of the traveling public. Acts by the District, in failing to detect or remedy any defect created by Permittee or its contractors or representatives, or in failing to detect or remedy any failure by Permittee or its contractors or representatives to adequately provide for the safety of the traveling public, shall not relieve the Permittee and its representatives of this primary responsibility. Permittee agrees to indemnify the District with regard to any claims arising out of any alleged failure of the District to detect or remedy either defects created by Permittee or its contractors or representatives or failures by Permittee or its contractors or representatives to adequately provide for the safety of the traveling public. Supervision of the project, including instructions as to proper traffic control devices, by the District, does not change this primary responsibility and duty to indemnify. Permittee is not obligated, however, to indemnify the District with regard to damages resulting solely from independent acts of negligence by the District if such acts are independent of conduct by the District in supervising and inspecting the work.

The Highway District makes no representation as to the right-of-way width. It shall be the Permittee's responsibility to determine the limits of the right-of-way. This permit covers operations in the right-of-way only and the Permittee is responsible for any of his actions off the right-of-way to the abutting property owners.