

Permit Number	
District Number	

Landowner				
Address		City	State	ZIP Code
Telephone Number		Email Address		

Driveway Information on State Highway Right of Way

Number of Driveways	<input type="checkbox"/> Field <input type="checkbox"/> Private <input type="checkbox"/> Commercial	Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W side of Route
Location		
Town	Highway	Junction
Mile Marker Number		
Description of proposed work on state right of way and type of business served.		

The Landowner agrees to install the drive approach in accordance with this permit and attachments hereto and made a part hereof. If the Landowner fails to construct the drive approach as permitted, the Department of Transportation, hereinafter referred to as NDDOT, will either cancel this permit and remove the drive approach or make the necessary corrections and the Landowner will reimburse NDDOT for such work.

LANDOWNER

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Name (Type or Print)

X

 Signature

 Title

 Date

District Engineer (Type or Print)

X

 Signature

 Date

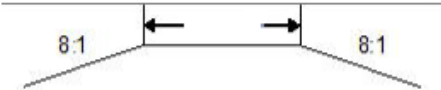
Permit granted

Construction shall be completed by

Date

Date

Sketch



DRIVEWAY PERMIT SPECIFICATIONS

1. The total cost of all construction and maintenance of the work specified shall be borne by the Landowner, his grantees, successors, and assigns: except that the state will maintain the shoulder of the roadway.
2. The Landowner shall be required to wear an ANSI/ISEA 107-2015 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
3. It is understood by the Landowner that the state does not assume any responsibility for the removal or clearance of snow, ice, or sleet, or the opening of windrows of such materials, upon any portion of the driveway even though snow, ice, or sleet is deposited or windrowed on said drive by its authorized representative engaged in normal winter maintenance operation.
4. No driveway shall be considered as completed until checked and approved by NDDOT. Surfacing may be omitted on field entrances if so specified in the application.
5. A driveway, as referred to in this permit, shall be the traveled area between the highway roadway surface and the adjacent right-of-way line. Said driveway shall be used only for the purpose of providing entrance to and exit from the Landowner's property.
6. No driveway, or improvement constructed on the highway right-of-way shall be altered or relocated without permission of the District Engineer of NDDOT.
7. The Landowner agrees to perform all work in accordance with this permit, and to indemnify and hold harmless NDDOT, its officers, and employees from any and all liability, judgments, costs, expenses, and claims growing out of damages, or alleged damages, of any nature whatsoever, to any person or property arising out of performance or nonperformance of said work, or the existence of said driveways.
8. It is understood by the Landowner that the location, construction, and maintenance of driveways are under the supervision of NDDOT at all times, and that in granting this permit NDDOT waives none of its powers or rights to direct the removal, relocation, or proper maintenance in the future of any driveways within the right of way of the state highway.
9. The granting of this permit does not vest the Landowner with the exclusive use of the driveway. NDDOT retains the right to diminish and expand the use of the driveway as required in the interest of the safety of highway traffic.
10. Wetland: The Landowner shall certify that no wetlands will be impacted by the installation of the driveway. If wetlands are impacted, the Landowner shall coordinate with the US Army Corps of Engineers (USACE), North Dakota Regulatory Office to determine if a permit is required or mitigation is needed. Certification of avoidance, a wetland delineation, or a permit (if required) from the USACE shall be attached to the application.
11. The Landowner, for him or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that 1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 3) that the Landowner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.
12. That in the event of breach of any of the above non-discrimination covenants, NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.
13. The Landowner is required to comply with the vertical curve length but may adjust the storage platform length and maximum grade as necessary to fit field conditions.
14. District Engineer to provide copy of approved permit to NDDOT, Planning and Asset Management, Pavement Management Division.
15. Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.