

DRIVEWAY PERMIT TERMS AND CONDITIONS

THE OWNER HAS READ AND HEREBY AGREES:

1. To employ whatever measures are necessary to reasonably safeguard traffic while work is in progress. This may include flag control and/or use of the various accepted traffic control devices.
2. That unless specifically permitted, the highway will at no time be closed to traffic.
3. That a driveway connecting to a section of highway having curb, curb and gutter, or a paved ditch, will be constructed according to site specific requirements to be determined and made part of this permit.
4. To maintain the permitted driveway approach in a manner that will in no way be detrimental to the safe use of the highway.
5. The grade of a driveway should follow the crown of the road or slope of the shoulder for four (4) feet or the width of the shoulder, in both cases, whichever is greater.
6. That if so stated on this permit, the Owner or successor in title may be required to provide a driveway culvert at some future date.
7. All driveways shall be positioned at 90 degrees to the road centerline unless otherwise specified on this permit. Angle of intersection if other than 90 degrees: ____.
8. A driveway, including the radii but not including any right turn lanes and tapers, shall be located entirely within the area between the owner's property lines extended to the centerline of the highway unless and only if the adjacent property owner certifies in writing that such an encroachment is permitted.
9. To give notice to public utilities in accordance with Act 53, PA 1974, and comply with each of the requirements of that Act.
10. Comply with the requirements of Act 347, PA 1972, controlling soil erosion and sedimentation.
11. Any change in the use of the property serviced by this permitted driveway or change in the surface type or width will necessitate obtaining a new permit. In any case of changing land use, upgrading of the driveway approach may be required.
12. The Marquette County Road Commission is in no way liable for, or in any way connected with, the construction or maintenance of the permitted private access, or for its continued existence, and the Owner agrees to assume all costs, risks, dangers, and liabilities connected with, or in any way related to the construction, existence, and maintenance of said private access, or which may hereafter arise as a result, direct or indirect, of the construction, maintenance, or existence of said private access. The Owner shall at all times fully indemnify and save harmless the Marquette County Road Commission and its members, agents, and employees from any and all actions, proceedings, claims, demands, damages, costs, expenses, and liabilities of any nature, including actual attorney fees and legal expenses, which the Marquette County Road Commission, its members, agents, or employees may incur or sustain by reason of any damage or injury to persons or property or otherwise, actually or allegedly cause by, arising from, or in any way related to the construction, maintenance, or existence of the permitted access. The specified intent of the parties hereto is to remove from the Marquette County Road Commission any and all liability concerning the private access.

The permittee for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the permittee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

DRIVEWAY PERMIT

MARQUETTE COUNTY ROAD COMMISSION
1610 N. 2nd Street, ISHPEMING, MI 49849
PHONE: (906) 486-4491 FAX: (906) 486-4493

PERMIT NUMBER	
DATE	

Permit is hereby granted to _____ (hereinafter called the Owner) to construct a _____ driveway approach on COUNTY ROAD _____ in _____ Township, Section _____, T _____ N-R _____ W.

CULVERT REQUIRED? _____ Size _____ inches, Length _____ feet (metal or concrete required)

DRIVEWAY SURFACE WIDTH: _____ feet SURFACE TYPE: _____

LOCATION IN DETAIL: _____

COMMENTS:

START DATE: _____

COMPLETION DATE: _____

PERMIT FEE: _____
RECEIPT NUMBER: _____

Foreman Review Required: Yes / No
Signed: _____

The Owner is responsible for understanding and agreeing to the Driveway Permit Terms and Conditions. If you did not receive a copy of the Terms and Conditions, a copy can be picked up at the Engineering Department of the Marquette County Road Commission.

By the authority of the Board of County Road Commissioners of Marquette County, the undersigned is authorized to issue this permit.

Signature Title Date

Contact Information:

Owner's Signature _____

Date _____