

Permit No. _____
Date: _____

LEMHI COUNTY
RIGHT-OF-WAY ACCESS PERMIT
(Per Lemhi County Development Code Appendix D)

Applicant Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Contractor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Location:

Parcel # _____

Road Name: _____

Please attach an aerial photograph or sketch of your property and provide the following items

1. Approach angle (in degrees) to the road
2. Site distance from proposed access. Left & Right
3. Proposed width of access at property line.
4. Distance to nearest existing access (from both directions).
Recommended 150 ft. but not less than 50 ft. – D-1.24.1.8 LCDC
5. Distance from nearest intersection
6. Size, Length, Rating & Type of Culvert

Access Requirements:

1. Grade must not be greater than 3% at the edge of the road right of way
2. A 50 foot stopping zone is required
3. All drainage must be designed to not drain on the County right of way

GENERAL PROVISIONS

1. The Permittee shall give at least 24 hours advance notice prior to commencing initial work or any future work, which would restrict the flow of traffic.
2. During construction, barricades, lights, and other traffic control devices shall be erected and maintained for the protection of the traveling public. Said barricades, lights, and other traffic control devices shall conform to the current issue of the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
3. In accepting this permit, the Permittee, its successors and assigns, agrees to hold Lemhi County harmless from any and all liability on account of the erection, installation, construction, maintenance, or Operation of the facilities located under this permit.

4. Except as herein authorized, no excavation shall be made or obstacle placed within the road right of way of Lemhi County in such a manner as to interfere with the travel over said roadway.
5. If the work done under this permit in any manner involves the disturbance of the traveled surface of the road and/or traffic control devices, said items shall be restored to the satisfaction of Lemhi County at the completion of the authorized work either by the Permittee or by Lemhi County at the Permittees expense. Any work performed by Permittee to restore the road surface or infrastructure shall carry a one year warranty.
6. If the work done under this permit interferes in any way with the drainage of the County roadway, the Permittee shall wholly and at their own expense make such provisions to take care of said drainage as directed by the Lemhi County.
7. On completion of said work herein, all rubbish and debris encountered shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of Lemhi County.
8. The private access, drainage swale, sidewalk and sidewalk approach (if required) will be constructed to Lemhi County Standards and said improvements shall be maintained by the property owner with the correct cross-section as shown in the current Lemhi County Standard Specifications and Drawings. (See Lemhi County Development Code Appendix D)
9. Lemhi County hereby reserves the right to order the change of location or the removal of any structure(s) or facility(ies) authorized by this permit, said change or removal is to be made at the sole expense of the Permittee, or its successors and assigns.
10. All such changes, reconstruction, or relocation by the Permittee shall be done in such manner as will cause the least interference with the traveling public and/or County's work.
11. This permit or privilege granted shall not be deemed or held to be an exclusive one and shall not prohibit or prevent the County 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.
12. Lemhi County 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 here granted is not installed or operated and maintained in conformity herewith.
13. 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 Lemhi County or of the United States.
14. If trench or pavement settlement should occur within one year from the date of installation, repairs shall be made by the Permittee as directed by the Lemhi County and all costs associated shall be at the Permittee's expense.
15. Maintenance of Traffic - The Permittee shall keep the roadway open and maintained to traffic at all times. If flaggers are used, delays shall be minimized at all times. If the work requires a closure, a complete traffic control plan will need to be submitted and approved by Lemhi County.
17. Failure to Obtain a Permit - Should the Contractor fail to obtain and properly fill out a permit prior to working within the right-of-way, Lemhi County shall suspend the work until such time the permit is approved and possible fines are paid. Failure to comply with the permit process may result in Suspension from doing future work within the right-of-way.
18. Contact the Road & Bridge and Planning & Zoning Department 48 hours prior to a final approval inspection.
19. This permit shall become void 30 Days after the date of issuance.
20. Fee: \$ _____

D-1.8 Fees for Plan Review and Construction Observation

D-1.8.1 The Owner will be charged for all costs incurred by the County in reviewing the construction drawings and providing construction observation. All charges will be based on the County's actual costs. The charges will include the County's professional or agent fees, Planning and Zoning inspection fees, the LCRB's hourly wage rate, and any other costs associated directly with the Owner's project. The fees shall be payable when billed to the Owner, and final acceptance of the roadway and improvements into the County's system shall not be granted until all fees are paid in full.

D-1.8.2 Construction observation is required of all construction completed within the County's boundaries for roads and ancillary facilities.

21. Special Provisions: _____

I certify that I am the owner or authorized representative of the proposed facility or property to be accessed and agree to do the work requested hereon in accordance with Appendix D of the Lemhi County Development Code, and the General Provisions, Standards, Specifications and Drawings of Lemhi County.

Applicant signature: _____ Date: _____

Subject to all terms, conditions and provisions shown on the form or attachments, permission is hereby granted the above named applicant to perform the work described above.

Approved For Construction
(Both Signatures Required)

Lemhi County Road & Bridge: _____ Date: _____

Lemhi County Planning and Zoning Department: _____ Date: _____

Final Acceptance
(Both Signatures Required)

Access approved as constructed, By R&B: _____ Date: _____

Access approved as constructed, By P&Z: _____ Date: _____