



## GENERAL PROVISIONS

1. A deposit in an amount to be determined by the Local Highway Jurisdiction, (LHJ) (minimum \$200.00) shall accompany this application. If proper construction or repair is made and accepted within ten (10) days, the deposit will be refunded. If proper construction or repair is not completed within ten (10) days, the LHJ may make repairs and assess the deposit. A \$25.00 administrative fee is non-refundable.
2. The LHJ may change, amend or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with its provisions or requirements as set forth herein.
3. Approaches shall be for the bona fide purpose of securing access and not for the purpose of parking, conducting business, or servicing vehicles on the public right-of-way.
4. No revisions or additions shall be made to an approach or its appurtenances on the public right-of-way without the written permission of the LHJ.
5. The permittee shall furnish all material, labor and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing approved drainage pipe of a size specified on permit (12 inch minimum) curb and gutter, concrete sidewalk, etc., where required. Materials and workmanship shall be good quality and are subject to inspection and approval by the LHJ.
6. The LHJ reserves the right to require the permittee, its successors and assigns, at any time, to make such changes, additions, repairs and relocations to any approach or its appurtenances within the public right-of-way as may be necessary to permit the relocation, reconstruction, widening, drainage, and maintenance of the roadway and/or to provide proper protection to life and property on or adjacent to the roadway.
7. Approaches shall conform to the plans made a part of this permit. Adequate drawings or sketches shall be included showing the design, materials, construction requirements and proposed location of the approach. All approaches shall be in accordance with Exhibits 9 and 13 of the Manual for Use of Public Right of Way - Standard Approach Policy.
8. During the construction of the approach(es), such barricades, signs and other traffic control devices shall be erected and maintained by the permittee, as may be deemed necessary by the LHJ. Said devices shall conform to the current issue of the Manual on Uniform Traffic Control Devices. Parked equipment and stored materials shall be as far from the traveled way as feasible. Items stored within 30 feet of the traveled way shall be marked and protected. The LHJ may provide barricades (when available) upon request.
9. In accepting this permit, the permittee, its successors and assigns, agrees to hold the LHJ harmless from any liability caused by the installation, construction, maintenance or operation of the approach(es).
10. If the work done under this permit interferes in any way with the drainage of the roadway, the permittee shall wholly and at his own expense make such provision as the LHJ may direct to take care of said drainage problem.
11. Upon completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and to the satisfaction of the LHJ.
12. The permittee shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the LHJ.
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 the United States.
14. No work shall be started until an authorized representative of the LHJ has given written notice to the permittee to proceed, except in case of an emergency when verbal authorization may be given with a written permit and fee required within five (5) working days.
15. This permit shall be void unless the work herein contemplated shall have been completed before \_\_\_\_\_.