

RIGHT-OF-WAY OR DRIVEWAY ACCESS PERMIT

HORSESHOE BEND SPECIAL ROAD DISTRICT #1
134 Verbena Road
Lake Ozark, MO 65049
Ph: 573-365-2832 Fax: 573-365-7081
info@hbsrd.org

Date Issued: _____

PROPOSED LOCATION MUST BE CLEARLY MARKED BEFORE SUBMITTING THIS FORM

EST. START DATE: _____ EST. COMPLETION DATE: _____

APPLICANT: _____

MAILING ADDRESS: _____

PHONE #: _____ EMAIL: _____

LOCATION OF PROPOSED CONSTRUCTION if different from the address above (Please indicate road and nearest address if one exists)

PURPOSE OF THIS ACCESS (Residence, Business, Utility Location, etc.): _____

Applicant hereby requests permission and authority from the Horseshoe Bend Special Road District #1, (hereinafter, "District"), to construct a driveway, roadway or other approach over and/or across the right-of-way of Horseshoe Bend Special Road District #1. A driveway approach is understood to be that portion of a right-of-way between the traveled roadway and a property line, which is designed and used for the interchange of traffic between the roadway and the abutting property.

All work shall be completed within _____ days (10 days unless otherwise written) of the Permit date.

I certify and acknowledge that:

- (1) *The information contained in this application is true and correct; and*
- (2) *The commencement of the work described in this application shall constitute acceptance of the permit as issued, including all terms and conditions thereof; and*
- (3) *If this permit is for commercial or residential driveway work, I am the legal owner of the property that this driveway will serve, or I am the authorized representative; and*
- (4) *All work performed under this permit will be done in accordance with the District and its Requirements for Approval attached hereto; and*

Applicant

Title and Company Name if not property owner

Superintendent

GENERAL PROVISIONS:

1. Applicant represents all parties in interest and affirms that the driveway approach is to be constructed by them for the bona fide purpose of securing access to their property and not for the purpose of doing business or servicing vehicles on the road right-of-way.
2. Applicant shall furnish all labor and materials, perform all work, and pay all costs in connection with the construction of the driveway and its appurtenances on the right-of-way. **All work shall be completed within _____ days (10 days unless otherwise written) of the Permit date.**
3. The type of construction shall be as designated and/or approved by the District and all materials used shall be of satisfactory quality and subject to inspection and approval of the District.
4. Applicant shall assume responsibility for the removal or clearance of snow, ice or sleet upon any portion of the driveway approach even though deposited on the driveway in the course of the District's snow removal operations.
5. No revisions or additions shall be made to the driveway or construction its appurtenances on the right-of-way without the written permission of the District.
6. Provisions and specifications outlined herein shall apply on all rights-of-way, roads, driveways, shoulders, setbacks, or otherwise under the jurisdiction of the District.
7. **One Permit Only:** This permit is good for one access only.
8. All work performed under this permit must be done in accordance with the application, plans, specifications, maps and statements filed with the District and must comply with the attached Requirements for Approval and the current MODOT Standard Specifications for Construction, if applicable.
9. **Indemnification:** In addition to any liability or obligation of the Applicant that may otherwise exist, Applicant shall, to the fullest extent permitted by law, indemnify and hold harmless the District and its commissioners, officers, agents, attorneys, and employees from and against any and all claims, actions, proceedings, liabilities, losses, and damages thereof, and any and all costs and expenses, including legal fees, associated therewith which the District may sustain by reason of claims for or allegations of the negligence or violation of the terms and conditions of this permit by the Applicant, its officers, agents, or employees, arising out of the work which is the subject of this permit, or arising out of the work not authorized by this permit, or arising out of the continued existence of the operation or facility, which is the subject of this permit.
10. **Dig-Rite:** The Applicant shall comply with the requirements of Chapter 319, RSMo 2014, CALL DIG RITE AT (800) 344-7483 or 811 OR www.digrite.com AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN TEN (10) CALENDAR DAYS, BEFORE YOU START WORK. The Applicant assumes all responsibility for damage to or interruption of underground utilities.
11. **Notification of Start and Completion of Work:** The Applicant shall notify the District at least 48 hours in advance and during the District's normal business hours before starting work, when work is completed, and additionally as directed by the District (573) 365-2832.
12. **Time Restrictions:** All work shall be performed Mondays through Fridays between 8:00am and 6:00pm unless written approval is obtained from the District, and work shall be performed only during the period authorized in this permit (10 days unless otherwise written). Applicant shall perform no work except emergency work, unless authorized by the District on Saturdays, Sundays, or from on the day proceeding until the normal starting time the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
13. **Safety:** Applicant shall furnish, install and maintain all necessary traffic controls and protection during Applicant's operations in accordance with the Manual of Uniform Traffic Control Devices (<https://mutcd.fhwa.dot.gov/>), the Requirements for Approval attached hereto, and any supplemental specifications set forth herein.
14. **Restoration and Repair of Road:** The construction, operation and maintenance of the activity covered by this permit shall be performed by the Applicant without cost to the District unless specified herein. The Applicant shall also be responsible for the cost of restoration and repair of the right-of-way determined by the District to be damaged as a result of the activity which is the subject of this permit. Restoration shall meet or exceed conditions when work is commenced and be in accordance with specifications and be performed to completion in a commercially reasonable period of time unless the District determines the public safety is at risk at which time Applicant shall make immediate repairs. The Applicant shall be responsible for costs incurred by the District for emergency repairs performed by or on behalf of the District for the safety of the motoring public. Said repairs shall be performed with or without notice to the Applicant if immediate action is required. This determination shall be in the sole and reasonable opinion of the District.
15. **Limitation of Permit:** Issuance of this permit does not relieve Applicant from meeting any and all requirements of Missouri law, or of other public bodies or agencies. The Applicant shall be responsible for securing and shall secure any other permits or permission necessary or required by law from cities, villages, townships, corporations, property owners, or individuals for the activities hereby permitted. Any work not described by the application, including the time and place thereof, is strictly prohibited in the absence of the application for and issuance of an additional permit or amendment to this permit.
16. **Assignability:** Any permit arising from this application is not assignable and not transferable unless specifically agreed to in writing by the District.
17. **Authority:** The statutory authority of the District to require compliance with permit requirements is predicated upon its jurisdictional authority and is set forth in various statutes including, without limitation, §233 RSMo.

**REQUIREMENTS FOR APPROVAL FOR CONSTRUCTION ON COUNTY ROAD
RIGHT-OF-WAY/HORSESHOE BEND SPECIAL ROAD DISTRICT**

A. A permit is required of all persons prior to commencing any excavation of any District right-of-way. The following Specifications will be adhered to in the preparation of the Permit Application and during construction.

- 1) Required for District Construction. In the event the District plans work on any right-of-way which requires movement of any utilities, it shall provide to all affected utility companies an engineering plan containing the information described in paragraph 3 hereof at least two (2) months prior to the date such lines must be moved.
- 2) In the event any utility company plans any work on District right-of-way, it shall provide the District an engineering plan containing the information described in paragraph 3 with its permit application.
- 3) The following specifications will be adhered to in the preparation of the permit application engineering plans. Said plans shall depict and specify the following:
 - a) dedicated right-of-way lines.
 - b) road or street centerlines.
 - c) type of road or street pavement.
 - d) edge of road of street pavement.
 - e) drainage ditches and any drainage structures within right-of-way of the proposed construction.
 - f) all existing utilities on the right-of-way on the same side as the proposed construction.
 - g) All other proposed construction with ties to right-of-way and/or property corners.
 - h) all other standard information, north arrow, scale, legend, etc.
- 4) The District may waive the requirements of paragraph 2 in the event compliance with said requirements would be unreasonable in consideration of the scope of work proposed by said utility.
- 5) Cutting of Roads
 - a) The policy of the District is that cutting of paved roads is a method of last resort. The preferred method of crossing District roads is by boring under the District roads.
 - b) Boring under District roads shall be conducted in compliance with the following procedures.
 - c) Installation of all pressure carrier pipes under roads or streets paved with asphalt or concrete will be by boring and installing casing according to the following specifications:
 1. Installation of wires, cables, etc. will not require the installation of casing.
 2. The casing may be installed by means of boring or some other approved method by the District and installed at a minimum depth of 30 inches below the ditch line.
 3. All excavation removed beyond the limits of the casing shall be replaced and compacted to the condition equal or greater than the original materials. No excavation will be permitted between the ditch line and the road or street pavement.
 4. Casing material shall be HDPE schedule 80. Casing shall not be less than two inches in inside diameter larger than the largest outside dimension of the pipe run through the casing.
 5. The installed casing shall be structurally sound and watertight.
 6. The casing shall be one continuous length of casing.
 7. The utility company and any contractor shall be responsible for the repair of any road cuts, road bores, as well as any settlement. They shall restore and or repair any right of way disturbed by their activities for a period of one (1) year following completion of any project. In repair of any road cuts, the utility and any contractor shall comply with the specifications shown on the attached Exhibit 1.
- 6) Installations constructed parallel to the roads or streets on the right-of-way will be as close to the right-of-way line as possible and within a three (3) foot corridor. Permission to construct outside the three (3) corridor may be granted if the District deems it necessary.
- 7) During construction, the contractor and utility company shall adhere to the following:
 - a) Protection and Maintenance of Public and Private Property.

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations together with all sod and shrubs in yards and parking crossed by or adjacent to the pipe line, shall be maintained and, if removed or otherwise damaged shall be restored to the original condition thereof as determined and approved by the District. All replacements of such underground

construction and surface structures or parts thereof shall be made with new materials as approved by the District.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any site thereof, whether by him or his subcontractor or subcontractors.

The Contractor shall make, without delay, satisfactory and acceptable arrangements with the Owner or Owners of, or the agency or authority having jurisdiction over, the damaged property, surface, structure, or facility concerning its repair or replacement of costs incurred in connection with said damage.

b) Barricades and Lights

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment, shall be provided with similar warning signs and lights. All barricades and obstructions shall be illuminated by means of acceptable warning lights at night, and all lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside the public streets or roads shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, warning lights and other protective devices shall be installed and maintained in conformance with applicable statutory requirements and as required by the District. Construction signs and construction crew wearing proper safety vests are required for any work being done on District roads or rights of way. The signs and flagmen should be placed in such manner as to insure the safety of construction crews and motorists.

c) Seeding and Mulching

Seed entire disturbed area exclusive of paved area. Precede seeding with fertilizer (15-15-15): 10 lbs./1000 sq. ft. Smooth surface by dragging; surface to be smooth, free of clods and stones. Rake and seed with mixture of 70% Tall Fescue, 30% Perennial Ryegrass, at rate of 4 lbs./1000 sq. ft.

Method of sowing: (1) Sow seed by method insuring uniform distribution over area; (2) Mulch with straw at rate of 80 lbs./1000 sq. ft. after seeding is completed; (3) Seeding shall be done only under favorable climate conditions and when approved by the District.

d) Responsibility of Contractors for Backfill Settlement

The Contractor shall be responsible, financially and otherwise for (a) any and all settlement of trench and other backfill which may occur from the time of original backfilling until the expiration of a period of one year from and after the date of final acceptance of the entire construction under which the backfilling work was performed, (b) the refilling and repair of all backfill settlement and the repair or replacement to the original or a better condition of all pavement, top surfacing, driveways, curbs, gutters, walks, surface structures, utilities, and drainage facilities, sod and shrubbery, which have been damaged as a result of said backfill settlement or which replacement operations, and (c) any and all damage claims filed with or court actions brought against the District for and on account of any damage or damages directly or indirectly caused by said backfill settlement.

The Contractor shall make, or cause to be made, all necessary backfill replacements, and repairs or replacements appurtenant thereof, immediately from and after due notification by the District of backfill settlement and resulting damage at any designated location or locations. If the Contractor does not make the necessary repairs and the District deems it necessary, the District may make the necessary repairs at the Contractor's expense.

e) The Contractor shall provide the following as part of the Permit Application:

1) Insurance

The Contractor and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against Public Liability, Property Damage and Vehicular Liability. The Contractor's Public Liability Insurance shall be in an amount not less than \$1,000,000 for Bodily Injury, including accidental death to any one occurrence. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Vehicular Liability of \$500,000 for any one person or \$1,000,000 for each occurrence. The Contractor shall either (a) require each of his

subcontractors to procure and to maintain during the life of his subcontractor, Subcontractor's Public Liability and Property Damage and Vehicular Liability of the type and in the same amounts as specified in the preceding paragraph, or (b) insure the activities of his subcontractors in his own policy.

2) Bond

The Contractor shall post with the District a Performance Bond or Certified Check in an amount as determined by the District.

B. Denial of Permit. The District may deny any permit requested for the following reasons:

- 1) The public utility right-of-way user fails to provide all the necessary information requested by the District for managing the public right-of-way.
- 2) The public utility right-of-way user has failed to return the public right-of-way to its previous condition under a previous permit.
- 3) The District determines that the denial is necessary to protect the public health and safety, provided that the authority of the District does not extend to those items under the jurisdiction of the public service commission, such denial shall not interfere with a public utility's right of eminent domain of private property, and such denials shall only be imposed on a competitively neutral and non-discriminatory basis.
- 4) The area is environmentally sensitive as defined by state statute or federal law or is a historic district as defined by local ordinance.

C. Revocation of Permit. The District may revoke a permit upon a substantial breach of the terms contained in such permit. Substantial breach includes but is not limited to the following:

- 1) A material violation of a provision of the right-of-way permit;
- 2) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the political subdivision or its citizens;
- 3) A material misrepresentation of fact in the right-of-way permit application;
- 4) A failure to complete work by the date specified in the right-of-way permit, unless a permit extension is obtained or unless the failure to complete the work is due to reasons beyond the permittee's control; and
- 5) A failure to correct, within the time specified by the political subdivision, work that does not conform to applicable national safety codes, industry construction standards, or local safety codes that are no more stringent than national safety codes, upon inspection and notification by the political subdivision of the faulty condition.