

**TENNESSEE DEPARTMENT OF TRANSPORTATION
HIGHWAY ENTRANCE APPLICATION AND PERMIT FOR STATE AGENCY OR LOCAL GOVERNMENT**

APPLICATION IDENTIFICATION (FOR OFFICE USE ONLY)

Driveway Permit No. _____
County: _____ City (if applicable): _____
State Route: _____ Log Mile: _____
Effective Date: _____

Exact Distance: Miles Feet N S E W
from the intersection of Route and Route towards (city/town)
Temporary Traffic Control required? Yes No
Property is is not located with _____ city zoning area

LOCATION INFORMATION (to be completed by property owner)

Property Owner Name: _____
Property Address: _____

Development Name (if any): _____
County: _____
Property is is not located with _____ city zoning area

Property will be used for:
 Residential/Farm
 Commercial
 Street type entrance

 Sidewalk present
 Sidewalk to be added

AGREEMENT

Permittee, the undersigned property owner, requests access and permission to construct a highway entrance(s) onto State right-of-way at the above-described location and hereby agrees to the following terms and conditions:

1. The entire cost of constructing and maintaining an approved driveway access or private street connection and fulfilling the conditions of this Permit will be borne solely by Permittee and its grantees, successors, and assigns.
2. Permittee will construct and maintain the driveway(s) or street entrance(s) and adjoining sidewalk (if applicable) in conformance with the current *Manual for Constructing Driveway Entrances on State Highways* as adopted by the Tennessee Department of Transportation (TDOT).
3. No signs or objects will be placed on or over State right-of-way without written approval from TDOT.
4. The driveway(s) or street entrance(s) shall be constructed as shown on the attached plans.
5. This Permit becomes **void** if construction of the driveway(s) or street entrances(s) is not completed by _____ (date).
6. If required by TDOT as indicated above, Permittee will provide, both during and following construction, proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current *Manual on Uniform Traffic Control Devices for Streets and Highways* and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Regional Traffic Engineer.
7. Permittee agrees to assume all liability for claims arising out of conduct on the part of the Permittee for which it would be liable under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq., or the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. §§ 29-20-101, et seq., whichever is applicable, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the right-of-way.
8. Permittee agrees to require that any contractor that performs any work on the right-of-way pursuant to this Permit, including any installation, maintenance, or operation of any improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
9. Permittee agrees to require that any contractor who performs any work on the right-of-way pursuant to this Permit, including any installation, maintenance, or operation of any improvements, shall indemnify and hold harmless the State, its officers, agents and employees from all suits, actions or claims of any character whatsoever, including without limitation for damages, arising from the construction of the driveway(s) or street entrance(s) under this Permit .
10. This Permit may be revoked by the TDOT Commissioner at any time when, in his discretion, the public interest requires such revocation, without any liability on the part of the State. Permittee understands that such revocation shall not in any way impair any rights of ingress and egress to the highway in which Permittee may be vested by law.
11. This Permit does not become effective unless and until it is fully executed by both parties.

12. Permittee acknowledges and agrees that this Permit authorizes access to the State Highway System for driveway and/or field entrance access use only. TDOT does not review, approve or otherwise investigate the proposed driveway for any purposes other than compliance with TDOT standards for driveway and/or field entrances. TDOT does not review the proposed driveway for compliance with other state or federal regulation requirements. This Permit does not authorize alteration to any stream, aquatic resource, or waters of the State. It is the responsibility of the Permittee to ensure that all water quality requirements are met and permits required for driveway construction across streams or wetlands are obtained, including but not limited to Tennessee Department of Environment and Conservation ARAP permits, U.S. Army Corps of Engineers 404 permits or any permits required by federal state or local governments are obtained. Failure to obtain all such applicable permits shall void this Permit.

13. Permittee agrees to **notify the Regional Traffic Engineer or their designee when the proposed work is completed.**

SIGNATURE(S) OF PERMITTEE

INSERT NAME OF LOCAL GOVERNMENT

BY: _____

PRINT NAME _____

TITLE: _____

MAILING ADDRESS _____

PHONE _____

DATE _____

CONTRACTOR (to be signed only when certificate of general liability insurance is furnished by Contractor)

SIGNATURE _____

DATE _____

FOR OFFICE USE ONLY

APPLICATION RECEIVED BY REGIONAL TRAFFIC OFFICE/DISTRICT MAINTENANCE OFFICE

BY: _____

DATE: _____

APPLICATION APPROVED BY TDOT

BY: _____

DATE: _____

Regional Director or Designee

COMPLETION OF SATISFACTORY FINAL INSPECTION BY TDOT

BY: _____

DATE: _____

TITLE: _____

TDOT COMMENTS: