



CITY OF DUNCAN  
PUBLIC WORKS DEPARTMENT

PERMIT NO. \_\_\_\_\_

PERMIT FEE: **\$35.00**

DATE: \_\_\_\_\_

**DRIVEWAY PERMIT**

STREET NAME/ADDRESS: \_\_\_\_\_ ADDITION: \_\_\_\_\_

Name of Owner	
Address	
Mailing Address	
City, State, Zip	
Daytime Telephone No.	Evening Telephone No.
Owner's Signature	

Approved by Public Works Director or Designee:	
_____	_____
Signature	Date

AGENT (Contractor): \_\_\_\_\_

HEREIN TERMED "OWNER" REQUESTS PERMISSION TO CONSTRUCT \_\_\_\_\_ DRIVEWAY(S) DESCRIBED BELOW AND SHOWN ON THE DRAWING ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF:

DESCRIPTION (List each driveway separately)

1. \_\_\_\_\_ feet wide on \_\_\_\_\_ side of \_\_\_\_\_ at \_\_\_\_\_  
(NESW) (Street) (Address)
2. \_\_\_\_\_ feet wide on \_\_\_\_\_ side of \_\_\_\_\_ at \_\_\_\_\_  
(NESW) (Street) (Address)

PAVEMENT

Present Street Pavement Type: \_\_\_\_\_ Curb:  Yes  No

Proposed Drive Pavement Type: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY:

\_\_\_\_\_

Comments: \_\_\_\_\_

NOTE: A City of Duncan representative shall inspect all work in construction of driveway(s). Inspections are required at time of completion of formwork and upon completion of construction. To schedule an inspection call: 580-470-2095, (Public Works Department).

Original: Public Works Director Copy: Applicant

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the applicant and the City of Duncan, to be by them respectively kept and performed, it is agreed as follows:

## AGREEMENT

1. That the applicant is granted permission to construct a driveway(s) pursuant to the provisions of Section 12-709, Subparagraph A of the City of Duncan Code of Ordinance. The City of Duncan waives none of its powers of rights to direct the removal, relocation and/or proper maintenance of any driveway within the right-of-way of the City street.
2. That the applicant will furnish all materials, drainage structures, labor, tools, equipment and supervision for grading, drainage, surfacing, sodding, etc., necessary to construct the facilities covered in this agreement at his own expense.
3. That all work will be performed in a neat and workmanlike manner and that the right-of-way will be cleaned up and left in a presentable condition upon completion of the work described herein.
4. That the City of Duncan reserves the right to make such changes in said driveway entrance as may be required by further improvement or proper maintenance of the street.
5. That all work on City of Duncan right-of-way shall be subject at all times to the supervision and direction of the authorized representatives of the City of Duncan.
6. That the applicant will fully protect the traffic on the street during construction covered hereunder by proper barricades, flagmen and/or lights, and to hold harmless the City of Duncan, its officers and employees from all damages, expenses, claims or liability arising out of any alleged damages of any nature, to any persons or property, due to the construction, performance or non-performance of work, or existence of said driveway.
7. That no alterations or relocations of said driveway(s) shall be made without prior permission of the City of Duncan or its authorized representatives.
8. That the applicant either is the Owner or has the legal right to possession and control of the parcel of property adjacent to the right-of-way frontage within which the said proposed driveway is to be constructed.
9. That the driveway, as referred to in this agreement and as shown on the attached sketch or plan and previously made a part of this agreement, shall be the construction herein proposed between the street and the adjacent right-of-way line.
10. That no driveway shall be constructed such that there will be parking or servicing of vehicles on the street right-of-way.
11. That this driveway(s) constructed on the street right-of-way will be maintained by the applicant as directed by the City of Duncan.
12. That the profile grade of driveways shall be constructed as indicated on the attached sketch or plan.
13. That failure of the applicant to comply with any or all terms of this agreement or to maintain said driveway(s) in a condition satisfactory to the City of Duncan, will nullify the authority granted hereunder, and constitute authority of the City of Duncan to remove said driveway(s) and structures from the right-of-way.
14. That by evidence of affixed signature on the permit, applicant has received and understands all appropriate standards, figures, etc., found in Section 12-709, Subparagraph A of the City of Duncan Code of Ordinance, and agrees to build and maintain subject driveway(s) in accordance with said Section 12-709, Subparagraph A and the terms of this permit.