



# Planning Department

Powell County Planning Department | 409 Missouri Ave., Suite 101 | Deer Lodge, Montana 59722  
406.846.9729 | bbender@powellcountymt.gov

## APPROACH PERMIT APPLICATION

**Property Owner**

**Agent**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Property Location: \_\_\_\_\_

County Generated E9-1-1 Address (GIS Section 406.846.9711): \_\_\_\_\_

Legal Description: \_\_\_\_\_ 1/4 of S \_\_\_\_\_ T \_\_\_\_\_ N, R \_\_\_\_\_ W

Assessor Code: \_\_\_\_\_ Geocode: \_\_\_\_\_

Official Road Name: \_\_\_\_\_ Mile Post: \_\_\_\_\_

Proposed Work (attach site plan): \_\_\_\_\_

**Submitted Site Plan** - The plan must show parcel boundaries, existing and proposed structures, access from a public road, waterways & drainage structures, and other significant natural features. An applicant may obtain a base map from Powell County's GIS at the Planning Office.

Septic & Water Facilities Necessary: \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, applicant must check with the County Sanitarian.

**Signature acknowledges that all information on this application and any supporting materials is true and correct; that the permitted activity will be conducted in full compliance with all regulations of Powell County, and the activity will be in full compliance with any and all conditions attached to this Permit. Note, attached conditions are binding. This Permit is valid for one year from the approval date or if the activity is started but abandoned for 180 days at any time before its completion.**

Property Owner / Authorized Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Road Conditions Evaluation

Permit #: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Application Complete? \_\_\_\_\_ Yes \_\_\_\_\_ No

Sight Distance from Approach: Right \_\_\_\_\_ Left \_\_\_\_\_ County Road Width: \_\_\_\_\_ Road Surface: \_\_\_\_\_

Size & Length of needed Culvert: \_\_\_\_\_

Stop Sign necessary: \_\_\_\_\_

Road Name Sign necessary (name issued by the County's GIS Section): \_\_\_\_\_



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**APPROVED:** \_\_\_ Yes \_\_\_ No **Date:** \_\_\_\_\_ **If yes, see separate page for conditions**

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## The issued Approach Permit has the following Terms

1. **TERM.**  
This Permit shall be in full force and effect from the date hereof until revoked.
2. **REVOCATION.**  
This Permit may be revoked by Powell County upon giving thirty (30) days notice to Permittee by ordinary mail, directed to the address shown on the reverse. Powell County reserves the right to revoke this Permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
3. **CHANGES IN ROADWAY.**  
If Powell County changes the roadway, or there are other changes to adjoining streets, alleys, etc. which necessitate alterations in structures installed under this Permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.
4. **POWELL COUNTY SAVED HARMLESS FROM CLAIMS.**  
In accepting this Permit the Permittee, its\his successors or assigns, agree to protect Powell County and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said roadway right-of-way, and in case any suit or action is brought against Powell County and arising out of, or by reason of, any of the above causes, the Permittee, its\his successors or assigns, will upon notice to it\him of the commencement of such action, defend the same at its\his sole expense and satisfy any judgment which may be rendered against Powell County in any such suit or action.
5. **PROTECTION OF TRAFFIC.**  
Insofar as the interests of Powell County and the traveling public are concerned, all work performed under this Permit shall be done under the supervision of the District Road Foreman or his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watch men, manner in which traffic is to be handled, and shall specify to Permittee how road surface is to be replaced if it is disturbed during operations. However, said Supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this Permit, and especially those set forth under Section 4.
6. **ROADWAY DRAINAGE.**  
If the work done under this Permit interferes in any way with the drainage of the County roadway effected, Permittee shall, at its\his own expense, make such provisions as the County may direct to take care of said drainage.
7. **RUBBISH AND DEBRIS.**  
Upon completion of work approved under this Permit, all rubbish and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition.
8. **WORK TO BE SUPERVISED BY THE COUNTY.**  
All work contemplated under this Permit shall be done to the satisfaction of the authorized representative of Powell County and the County hereby reserves the right to order the change of location or removal of any structure or installation authorized by this Permit. Said changes or removal to be made at the sole expense of the Permittee.
9. **COUNTY'S RIGHT NOT TO BE INTERFERED WITH.**  
All such changes, reconstructing or relocation shall be done by Permittee, in such a manner as will cause the least interference with any of Powell County's work and the County shall in no wise be liable for any damage to the Permittee by reason of any such work by the County, its agents, contractors or representatives, or by the exercise of any rights by the County upon the roadways by the installations of structures placed under this permit.
10. **REMOVAL OF INSTALLATIONS OR STRUCTURES.**  
Unless waived by Powell County, Upon termination of this Permit, the Permittee shall remove the installations or structures contemplated by this Permit and restore the premises to the condition existing at the time of entering upon the same under this Permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
11. **MAINTENANCE AT EXPENSE OF PERMITTEE.**  
Permittee shall maintain, at its sole expense the installations and structures for which this Permit is granted, in a condition satisfactory to Powell County.
12. **COUNTY NOT LIABLE FOR DAMAGE TO INSTALLATIONS.**  
In accepting this Permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for Powell County, or by any County employee engaged in construction, alteration, repair, maintenance or improvement of the County roadway, shall be at the sole expense of the Permittee.
13. **COUNTY TO BE REIMBURSED FOR REPAIRING ROADWAY.**  
Upon being billed, the Permittee agrees to promptly reimburse Powell County for any expense incurred in repairing surface or roadway due to settlement at the installation, or for any other damage to roadway as a result of the work performed under this Permit.
14. **OTHER CONDITIONS AND OR REMARKS.**
  - a. All approaches will be constructed according to the attached drawing.
  - b. No private signs or devises etc. will be constructed or installed within the right-of-way limits.
  - c. The approach shall be ten feet from utilities (power poles, telephone boxes, etc.).