

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
DRIVEWAY AGREEMENT**

Permit No.: _____
Effective Date: _____
Construction Time: _____
Temporary Driveway Time Limit: _____
<b>OFFICIAL USE ONLY</b>

**Applicant:** Type or Print All Information & Attach Copies of Site Plans, Frontage Easements or Joint-Use Agreements)

Division No.: \_\_\_\_\_ County No. \_\_\_\_\_

Check All Applicable Boxes: Are there any existing driveway(s) within the Property Frontage? Yes  No  If yes, how many: \_\_\_\_\_

This Agreement is for New Driveway(s)  , or a Modification of existing Driveway(s)  .

New or Modified Driveway(s) Type: Non-Commerical  Commerical/Industrial  Temporary

Is the Highway Curbed? Yes  No

Reviewed By: \_\_\_\_\_

Company Name _____
Property Owner _____
Mailing Address _____
City, State, Zip _____
Telephone No. _____

Signature - City Authority _____	Date _____
Chief Engineer or his Agent _____	Date _____
Division Engineer or his Agent _____	Date _____

THE HEREIN TERMED "OWNER" REQUESTS PERMISSION TO CONSTRUCT \_\_\_\_\_ DRIVEWAY(S) DESCRIBED BELOW AND AS SHOWN ON THE DRAWING(S) ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF, FOR THE PURPOSE OF PROVIDING ACCESS TO A \_\_\_\_\_ WITH HIGHWAY

Type of Development or Establishment

FRONTAGE OF \_\_\_\_\_ , ALONG \_\_\_\_\_ AND \_\_\_\_\_ ALONG \_\_\_\_\_

Distance (Feet/Meters) Highway Number Distance (Feet/Meters)

\_\_\_\_\_ , IN \_\_\_\_\_ COUNTY, \_\_\_\_\_ CITY, WITH THE DRIVEWAY LOCATED

Highway Number

APPROXIMATELY \_\_\_\_\_ OR \_\_\_\_\_ OF \_\_\_\_\_ AND FURTHER

Miles/km Distance (Feet/Meters) N.S.E.W. Highway junction or other definate point

DESCRIBED AS: \_\_\_\_\_

**Description:** (List Each Driveway Separately. If more than 2-drives, attach additional description on separate sheet).

1. \_\_\_\_\_ wide driveway on the \_\_\_\_\_ Side of highway at milepost \_\_\_\_\_ .

Distance (Feet/Meters) N.S.E.W. (Center of Driveway)

Drainage to be provided under Driveway by installation of \_\_\_\_\_ X \_\_\_\_\_ , with a \_\_\_\_\_ end section, and/or Valley Gutter located \_\_\_\_\_ from the edge of traveled lane.

Diam. (Inches/mm) Lengh (Feet/Meters) Material Type (CGMP or RCP)

Proposed Driveway Surfacing Material: \_\_\_\_\_ Thickness: \_\_\_\_\_

2. \_\_\_\_\_ wide driveway on the \_\_\_\_\_ Side of highway at Station \_\_\_\_\_  
Distance (Feet/Meters) N.S.E.W. (Center of Driveway)

Drainage to be provided under Driveway by installation of \_\_\_\_\_ X \_\_\_\_\_ with a  
Diam. (Inches/mm) Length (Feet/Meters) Material Type  
\_\_\_\_\_ end section, and/or Valley Gutter located \_\_\_\_\_ from the edge of traveled lane.

Proposed Driveway Surfacing Material: \_\_\_\_\_ Thickness: \_\_\_\_\_

**DRIVEWAY AGREEMENT (Continued)**

NOW THEREFORE, in consideration of the mutual covenants and agreements of the applicant and the Oklahoma Department of Transportation, 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 1210, Title 69, Oklahoma Statutes. The Oklahoma Department of Transportation, waives none of its powers or rights to direct the removal, relocation and/or proper maintenance of any driveway within the right-of-way of any Federal or State Highway.
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 the applicant's own expense.
3. That all work will be performed in a neat and workmanlike manner, using materials acceptable to the Department of Transportation and that the right-of-way will be cleaned up and left in a presentable and safe condition upon completion of the work described herein.
4. That ample turning space and/or decelerating or acceleration lanes shall be provided for safe entry and exit to said driveway when requested by the Department of Transportation.
5. That the Department of Transportation reserves the right to make such changes in said driveway entrance as may be required by further improvement or proper maintenance of the Highway.
6. That all work on Department of Transportation right-of-way shall be subject at all times to the supervision and direction of the authorized representatives of the Department of Transportation.
7. That the applicant will fully protect the traffic on the highway during construction covered hereunder by proper temporary traffic control devices for the construction zone that conform to the Manual on Uniform Traffic Control Devices regarding signs, barricades, flagmen and/or lights, and to hold harmless the Oklahoma Department of Transportation, 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.
8. That no alterations or relocations of said driveway(s) shall be made without prior written permission of the Oklahoma Department of Transportation or its authorized representatives.
9. That the applicant is either 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.
10. That the driveway, as referred to in this agreement and as shown on the attached sketch or plan and made a part of this agreement, shall be constructed as herein diagramed and proposed between the highway roadway and the adjacent right-of-way.
11. That except as in hereinafter provided, no driveway shall be constructed so as to encroach on adjacent property frontage unless the applicant shall furnish one copy of a frontage easement, properly signed and executed by all interested parties. Frontage is herein defined as that portion of the right-of-way lying between the two most distant possible lines drawn perpendicular from the centerline of the highway to the applicant's abutting property.
12. That the driveway will not be used for any purpose other than for access to the applicant's property or to a frontage road, if constructed. That the applicant will protect restricted areas on either side of the driveway from the display of advertising signs or devices of any kind whatsoever.
13. That no driveway shall be constructed such that there will be parking or servicing of vehicles on the highway right-of-way.
14. That all facilities constructed on the highway right-of-way will be maintained by the applicant as directed by the Oklahoma Department of Transportation except as further provided herein when frontage roads are constructed.
15. That the profile grade of driveways shall be constructed as indicated on the attached sketch or plan and shall in no case be graded or maintained such that water will drain onto the highway roadway.
16. All mailboxes installed on the highway right-of-way shall be firmly attached to supports that yield or break away safely if struck by a vehicle. Mailbox supports should be no more substantial than required to resist service loads and to reasonably minimize vandalism. 4x4 inch diameter wood posts or 1.5 to 2 inch diameter standard steel or aluminum pipe posts embedded no more than 24 inches into the ground are the maximum strength supports allowed. Examples of supports that will not be allowed for mailboxes under this agreement are masonry columns, railroad rails, railroad ties, tractor wheels, plow blades and concrete filled barrels and other materials that will not break away safely when struck by a vehicle.

**DRIVEWAY AGREEMENT (Continued)**

17. That failure of the applicant to comply with any part or all of this agreement, or to maintain said driveway(s) in a condition satisfactory to the Department of Transportation, will nullify the authority granted hereunder, and will constitute all necessary authority for the Department of Transportation to remove said driveway(s) and structures from the right-of-way.

18. That if the driveway(s) are not constructed in accordance with the sketches or plans contained in this agreement and/or are not built to ODOT standards and specifications, the Department of Transportation, in its sole discretion, may require the applicant to modify or remove the driveway(s) and/or de-construct and reconstruct the driveway(s) at the applicant's expense.

19. That this Permit shall expire if the driveway is not constructed on or before six months after the effective date shown on the front of this agreement, unless the applicant has requested a time extension in writing to the Department of Transportation. That the applicant will complete the construction of the driveway(s) within the time limit of this permit agreement.

This agreement shall be binding upon and inure to the benefit of the successors or assigns of the parties hereto.

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Single-Use Agreement

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public: \_\_\_\_\_

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Joint Use or Frontage Encroachment Agreement

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public: \_\_\_\_\_

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- Original to Division*
  - 2nd Copy to Applicant*
  - 3rd Copy to City Authority or County Planning Board*
  - 4th Copy to Traffic Engineer*
  - 5th Copy to Unit Supervisor*