

ROAD APPROACH PERMIT (RAP) CONDITIONS

Legal Description _____

Parcel # _____

1. The property owner, designated as the grantee, their successors and assigns, shall be the right and authority to enter upon the right of way of the County Road, street, alley, public place or structure as indicated on the header of this form for the purpose of doing such work as applied for and approved by the County Engineer.
2. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing the same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer prior to the start of work and shall be subject to the inspection of the County Engineer to assure proper compliance with the terms of the permit.
3. The grantee shall leave all roads, streets, alleys, public places, and structures in as good and safe condition, after installation and operation or removal of the encroachment, in all respects as same were in before commencement of work by grantee.
4. The County Engineer, their agents or representatives, may do, order or have done any and all work considered necessary to restore to a safe condition any street, alley, public place or structure which is in a condition dangerous to life or property resulting from the grantee's facility or its installation as permitted, and upon demand the grantee shall pay to the County all costs of such work and material.
5. If at any time the County deems it advisable to widen, grade, regrade, pave, improve, alter or repair any road, street, public place or structure the County will, upon written notice by the County Engineer to the grantee, his representatives or agents, will at the sole cost and expense of the County raise, lower, change, move or reconstruct such installation to conform to the plans of work contemplated or ordered by the County. On completion of work by the County ownership and responsibility for the installation returns to the grantee as if the grantee had originally completed the work.
6. If upon written notice by the County Engineer the grantee fails to relocate any portion or all of the project as granted under their permit, the County, its agents or representatives may do any work at the cost and expense of the grantee and all costs to remove or reconstruct the same shall be borne by the grantee.
7. All such changes, reconstruction or relocation by the grantee shall be done in such manner as will cause the least interference with any of the County's work and shall be subject to the same provisions which control an original installation. The County shall in no way be held liable for any damage to the grantee by reason of any such work by the County it's agents or representatives or by the exercise of any rights by the County upon roads, streets, public places, or structures in question. The grantee will be given twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contiguous to the grantee's permit rights in order that they may protect their interests.
8. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the County from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the County from using any of its roads, streets, public places, and structures for any and all public use or affect its jurisdiction over all or any part of them.
9. Upon failure of the grantee to construct, use, occupy or maintain the encroachment in accordance with the provisions herein, or if the encroachment is abandoned, the County Engineer may take the following actions:
 - (a) Notify the grantee verbally, if possible, and by email or if the grantee is unavailable, post a notice of compliance at the site.
 - (b) If thirty (30) days after written notice or posting the non-compliance has not been corrected or if abandonment has continued, the County Engineer may remove or bring into compliance all installations upon the right of way at the expense of the grantee, which expense may be recovered from the grantee by the County.
10. All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
11. The Board of County Commissioners may at any time change, amend, modify, amplify, or terminate any of the conditions herein enumerated so as to conform to any state statute or County regulation pertaining to the public welfare, safety, health or highway regulations as are or may hereinafter be enacted, adopted or amended. The Board may terminate this permit if grantee fails to comply with any such changes.
12. Grantee by accepting this permit agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work and the grantee shall make all necessary arrangements relative to the protection of such property and utilities.
13. If the grantee engages a contractor to perform the work herein, they shall notify the County Engineer of the contractor's name, address, and telephone number. The Grantee is responsible to Benton County for the contractor's work.
14. In accepting the permit by starting construction the grantee, their successors and assigns agrees to protect and save harmless the County from all claims, actions, damages of every kind and description which may accrue to or be suffered by any persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against the County for damages arising out of or by reason of any of the above causes, the petitioner, their successors or assigns will upon notice to them on commencement of such action defend the same at their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined, if adversely to the County.
15. Chapter 271, laws of 1969, First Extraordinary Session, regarding section corners, or other land boundary marks or monuments shall be observed. In accepting this permit the grantee agrees that should it be necessary to disturb, temporarily remove or destroy any such monument, the County Engineer will administer the same in accordance with regulations of the State of Washington Department of Natural Resources, and the grantee shall reimburse the County for the Costs incurred.
16. The grantee acknowledges that all work is to be performed in strict compliance with the policies, standards and specifications established by the Benton County Engineer, and by commencing work grantee agrees to all conditions appearing above and on the front side of the permit after issuance.
17. Schedule inspections via the [Customer Self Service](#) (CSS) portal. Inspection's will be completed within 3 working days of request date. Failure to schedule inspections will result in rejection and removal of work and may delay issuance of occupancy certificates.
18. This form is a required attachment during the application process of the Road Approach permit in the Citizen Self-Service (CSS) portal.

Owner/grantee Signature: _____ Date: _____

Owner/grantee (printed) _____

ATTENTION: This document MUST be signed by the property owner and no other party.

Notice: After RAP submittal in CSS, the Conditions Page will not be emailed. Applicants are responsible for saving or printing a copy from the CSS portal for their records.