

BENTON COUNTY CONDITIONS FOR RIGHT-OF-WAY (ROW) CONSTRUCTION PERMIT

1. The applicant, designated herein as the "grantee", their successors and assigns, shall have the right and authority to enter upon the right of way of the County Road, street, alley, public place, or structure. to perform construction as detailed upon the associated permit.
2. The location, type of work, materials and equipment use, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer prior to 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 after installation and operation or removal of encroachment, in as good and safe a condition 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 unsatisfactory to the County Engineer 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 grantee upon written notice by the County Engineer, their representatives, or agents, will at their own sole cost and expense raise, lower, change, move or reconstruct such installation to conform to the plans of work contemplated or ordered by the County.
6. If upon written notice by the County Engineer, the grantee fails to relocate any portion or all of the project as granted under the 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 same, shall be borne by the grantee.
7. All such changes, reconstruction or relocation by the grantees 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, its agents or representatives, or by the exercise of any rights by the County upon roads, streets, public places or structures in question. The grantee shall have twenty-four (24) hours written notice by the County Engineer or their 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 entities, nor shall it prevent the County from using any of its roads, streets, public places for any and all public use, or affect its jurisdiction over all or any part of them.
9. 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 the permit if grantee fails to comply with any such changes.
10. Grantee by accepting the 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 applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.
11. If the grantee engages a contractor to perform the work, they shall notify the County Engineer of the contractor's name, address, and telephone number prior to work commencing. The grantee is responsible to Benton County for the contractor's work.
12. In accepting the permit by starting construction the grantee agrees to protect and save harmless the County from all claims, actions or 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 said County for damages arising out of or by reason of any of the above causes, the grantee, 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.

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13. Chapter 271, laws of 1969, First Extraordinary Session, regarding section comers, or other land boundary marks or monuments shall be observed. In accepting this permit, the grantee agrees that they will not disturb, temporarily remove or destroy any such monument without written permission of the County Engineer. The grantee further 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.
14. Upon issuance of the permit, the grantee agrees to and shall diligently proceed with the work and comply with all of the terms, provisions, and exhibits attached herein and in the issued permit. Unless specified otherwise or agreed to in writing by the County Engineer or their representative, the work authorized on the issued permit shall begin, be completed, or shall expire by the dates shown on the permit and its provisions.
15. This form is a required attachment during the application process of the ROW Construction permit in the Citizen Self-Service (CSS) portal : https://selfservice.co.benton.wa.us/energov_prod/selfservice

Applicant: _____ Title: _____

Franchise Name : _____

Location (roads, address or parcel): _____

Nearest intersections: _____

Phone # _____ Email: _____

Grantee / Representative Signature: _____ Date: _____

Grantee / Representative (printed): _____

Notice: After ROW Construction permit 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.