

**BENTON COUNTY PUBLIC WORKS**  
P.O. Box 1001; Prosser, Washington 99350-0954  
TEL.: 509-786-5611 or 509-736-3084 FAX: 509-786-5627

Permit Number \_\_\_\_\_

**APPLICATION FOR ENCROACHMENT PERMIT ON COUNTY ROAD RIGHT OF WAY**

NAME OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned hereby applies for permission to encroach upon County road right of way, in accordance with Benton County Resolution 72-219 and 79-220 \_\_\_\_\_

Planned starting date \_\_\_\_\_ Planned Completion date \_\_\_\_\_ (construction).

If an encroachment permit is issued, the applicant agrees to strictly comply with the provisions, conditions and specifications therein, commence construction within 30 days of issuance, and will diligently prosecute the work to completion within the time for completion specified in the permit.

LEGAL DESC: Lot \_\_\_\_\_ Blk. \_\_\_\_\_ Subd. \_\_\_\_\_, \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, Sec. \_\_\_\_ T. \_\_\_\_ R. \_\_\_\_

ADDRESS: \_\_\_\_\_ FRANCHISE \_\_\_\_\_

SKETCH: (Attach drawings and specifications in sufficient detail to permit review)

NAME (printed) _____	SIGNED _____
ADDRESS _____	TITLE _____
ADDRESS _____	PHONE _____

**ENCROACHMENT PERMIT ON COUNTY ROAD RIGHT OF WAY**

Subject to all terms, conditions, and provisions referred to herein, including page 2, PERMISSION IS HEREBY GRANTED the above applicant to: \_\_\_\_\_

A bond in the amount of \_\_\_\_\_ is required to insure compliance with the above conditions, said bond to be kept in full force and effect for a period of \_\_\_\_\_ year(s) following completion of work authorized by this permit. No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from: \_\_\_\_\_ TELEPHONE NUMBERS: 786-5611 (Prosser) or 736-3084 (Tri-Cities), This permit shall be void unless the work herein contemplated shall have been completed before: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**UTILITY DAMAGE IS COSTLY. CALL BEFORE YOU DIG**

## BENTON COUNTY PERMIT CONDITIONS

1. The applicant, designated herein as the "grantee", his 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 as indicated on Page 1 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 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 so as to assure proper compliance with the terms of this permit.
3. The grantee shall commence work within 30 days after the granting of this permit. If, at the end of six months after date of granting same, the grantee shall have not completed the installation, the rights herein conferred shall cease and terminate unless renewed in writing by the County Engineer.
4. 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.
5. The County Engineer, his 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 herein, and upon demand the grantee shall pay to the County all costs of such work and material.
6. 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, his representatives, or agents, will at his 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.
7. If upon written notice by the County Engineer, the grantee fails to relocate any portion or all of the project as granted under this 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.
8. 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 his representatives or agents of any blasting contiguous to the grantee's permit rights in order that he may protect his interests
9. 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 for any and all public use, or affect its jurisdiction over all or any part of them.
10. 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 first class letter, or if the grantee is unavailable, post a notice of non-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.
11. 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.
12. 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.
13. 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 applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.
14. If the grantee engages a contractor to perform the work herein, he 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.
15. In accepting this permit the grantee, his successors and assigns 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 petitioner, his successors or assigns will upon notice to him or them on commencement of such action defend the same at his or 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.
16. 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 he 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.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_