



City of Roslyn
Right of Way Use Permit

100 E. Pennsylvania Ave
P.O. Box 451
Roslyn, Wa. 98941-0451
(509) 649-3105

Applicant _____ **Date Submitted** _____

Contact Name _____ Phone _____

Contact Physical Address _____

Contact Mailing Address _____

Location and description of use:

Address or Location _____

Description _____

Type of Use (attach plans/drawings) _____

Office Use Only

Permit _____ Receipt# _____ Date _____

Deposit _____ Receipt# _____ Date _____

Surety Bond or Assignment of Funds Received _____ Date _____

FEES ARE NOT TRANSFERABLE

Approved/Not Approved

Signed _____ Date _____

PERMIT CONDITIONS FOR USES OF CITY RIGHTS-OF-WAY

1. This permit is permissive, is subject to the public right of travel on and access to the right-of-way and may not be assigned.
2. The applicant shall secure all other necessary or required permits, licenses, or legal approvals before use of Public Right of Way
3. Signing and all traffic control shall comply with the current edition of the Manual on Uniform Traffic Control Devices as approved by the Washington State Department of Transportation.
4. All work shall conform to the design standards and specifications of the City, and all standard manuals used by the City in the administration of its duties.
5. Restoration of the right-of-way is required and shall be completed by the termination date of this permit.
6. Right-of-way surfaces shall be cleaned throughout the use. All catch basins, culverts, or any other city owned improvements affected by any deposits of dirt, mud, rock, debris, or any other material, shall be cleaned daily or as specified by the City.
7. The right-of-way permit expires after 1 year.
8. Permits are site specific and are not transferable.
9. The applicant shall provide property damage and liability insurance when requested.
10. A copy of this permit, and all approved plans, must be present at the site during all working hours.
11. The applicant agrees to pay all plan review and inspection fees.
12. By signing this document you agree that you have read and understand all provisions as provided.

PRINTED NAME _____

SIGNATURE _____ **DATE** _____

Special Conditions _____

Final Inspection:

All permits must have final inspection once work is complete. Please call 509-649-3105 to schedule a final inspection.

RIGHT-OF-WAY PERMIT PROVISIONS:

- THIS PERMIT IS FOR THE CITY OF ROSLYN RIGHT-OF-WAY ONLY.
- DESCRIBE LOCATION OF RIGHT-OF-WAY USE WITH DISTANCES FROM CLOSEST INTERSECTIONS AND ENCLOSE A VICINITY MAP.
- ALL USES ARE SUBJECT TO THE APPROVAL OF THE CITY.
- ALL USES SHALL BE PERFORMED IN CONFORMANCE WITH CITY ROAD STANDARDS, AND APPROVED PLANS.

The undersigned, its successors and assigns, agrees if granted the above permit, to comply with conditions, provisions, requirements, regulations, and recommendations herein contained.

INDEMNITY AND HOLD HARMLESS

The permittee agrees to indemnify and hold harmless the City of Roslyn as provided herein to the maximum extent possible under law. Accordingly, the permittee agrees for its self, its successors, and assigns, to defend, indemnify, and hold harmless the City of Roslyn, its appointed and elected officials and employees from and against liability for all claims, demands, suits, and judgments, including cost of defense thereof, for injury to persons, death or property damage which is cause by, arises out of, or is incidental permittee’s exercise of rights and privileges granted by this permit. The permittee obligation under this permit shall include:

- A. Indemnification for such claims whether or not they arise from the sole negligence of either the City or the permute, the concurrent negligence of both parities, or the negligence of one or more third parties;
- B. The duty to remotely accept tender of defense and provide defense to the City at the permittee’s own expense;
- C. Indemnification of claims made by the permittee’s own employees or agents; and
- D. Waiver of the permittee’s immunity under the industrial insurance provisions of Title 51 RCW, which waiver has mutually been negotiated by the Parties.

In the event it is necessary for the City to incur attorney fees, legal expenses, or other cost to enforce the provision of this section, all such fees, expenses and cost shall be recoverable from the permittee. In the event that it is determined that RCW 4.24.115 applies to this permit, the permittee agrees to defend, hold harmless, and indemnify the City of Roslyn to the maximum extent permitted thereunder.

PRINTED NAME _____

SIGNED _____ **DATE** _____