



**APPLICATION FOR RIGHT-OF-WAY LICENSE**

License No. \_\_\_\_\_

**Applicant – Please print or type all information**

Application and Processing Fee (non-refundable)      \$ 75.00    paid      date \_\_\_\_\_

Please describe the structure that would be installed in, over, or under the right-of-way and please note the length of time that the right-of-way would be utilized (Note: A right-of-way license can be issued for no more than five years. The continued use of the right-of-way beyond five years would require the licensee to apply for a renewal of the licensee and the application for the renewal of the license must be submitted thirty working days prior to the expiration of the license).

Please attach a scale drawing showing the dimensions of the structure that would be installed in, over, or under the right-of-way.

Where is the right-of-way located? At a minimum, please provide the street address that adjoins the right-of-way.

Applicant \_\_\_\_\_

Applicant (Licensee) Authorized Signature \_\_\_\_\_

Address \_\_\_\_\_

Print or Type Name \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

Date: This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Note:** The applicant must own the property immediately adjoining the right-of-way that would be utilized.

**Authorization to Occupy Only if Approved Below**

The Licensee agrees to abide by all provisions of Chapter 12.38 of the Cheney Municipal Code as a condition for the issuance of a right-of-way license. The issuance of a license shall in no way convey a property right to the licensee. The licensee shall obtain and maintain public liability and property damage insurance in the amount of \$100,000 naming the city as an additional insured party as a condition for the issuance of a right-of-way license. The right-of-way license is revocable by either the Director of Public Works or by the Cheney City Council.

**For Department Use Only**

Exhibits Attached

Scale Drawing

R/W Value \$ \_\_\_\_\_ sq. ft

License Area \_\_\_\_\_ sq. ft

Length of License \_\_\_\_\_ (5 year maximum)

Use Fee: \$ \_\_\_\_\_ (License Area x Length of License)

Proof of Insurance

**City Approval**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## General Provisions

1. The Grantee, its successors and assigns, agrees to protect the City of Cheney and the State of Washington, its officers and employees and save them harmless from all claims, actions or damages or every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Grantee, its assigns, agents, contractors, licensees, employees or any person whomsoever, in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit. In case any suit or action is brought against the City of Cheney or the State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Grantee, its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgment against the City of Cheney and the State of Washington, its officers, or employees: PROVIDED that if the claims or damages are caused by or result from the concurrent negligence of (a) the City of Cheney's and the State of Washington's agents or employees and (b) the Grantee or Grantee's agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or the Grantee's agents or employees.

The Grantee, and on behalf of its assigns, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit against the City of Cheney and the State of Washington, its agents or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Grantee's property by the City of Cheney and the State of Washington, its agents, contractors or employees.

2. During the progress of the work, such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be property lighted at night.
3. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road.
4. If the work done under this permit interferes in any way with the drainage of the State highway, the Grantee shall wholly and at its own expense make such provision as the City or Department may direct to take care of said drainage.
5. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the City or Department.
6. All of the work herein contemplated shall be done to the satisfaction of the City or Department, and all costs incurred by the City or Department shall be reimbursed by the Grantee.
7. The City or Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.
8. 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 City's or the Department's work, and the City and the Department shall in no way be held liable for any damage to the Grantee by reason of any such work by the City or the Department, its agents or representatives, or by the exercise of any rights by the City or the Department upon roads, streets, public places, or structures in question.
9. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City or the Department from granting other permits or franchise rights of like or other nature to other public or private companies or individuals, nor shall it prevent the City of the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
10. The City of the Department may revoke, amend, or cancel this permit or any of the provisions thereof at any time by giving written notice to the Grantee. The Grantee shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation shall be removed by the City of the Department at the expense of the Grantee.
11. The party or parties to whom this permit is issued shall maintain at its or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the City of the Department.
12. Upon approval of this permit the Grantee shall diligently proceed with the work and comply with all provisions herein.
13. The permit is subject to all applicable provision of CMC Titles 12, 19, 21 as well as all applicable provisions of RCW 47.32, RCW 47.40 and/or RCW 47.12.140(2) and amendments thereto.
14. The Grantee hereby certifies that the facilities described in this permit are in compliance with all applicable Control Zone Guidelines.