

granted in response thereto, and that any of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use or maintenance of the street by the general public, it must be removed or relocated, as directed by the City Engineer at the expense of the permittee or his successor in interest.

- Pre- and post-construction inspections will be scheduled and performed for all ROW permits including any pavement cuts/repair, boring or trenching work. Email the Permit Center at permitcenter@libertylakewa.gov at least 24 hours prior to any change in the start or finish of scheduled work from that indicated by the permit. Failure to notify the City within 24 hours of a change to the schedule may result in fees for additional inspections. All property (including but not limited to infrastructure, landscaping, and stormwater facilities) must be returned to pre-construction conditions at project completion.
- Failure to notify the City in advance of changes to the start of the work schedule or following a change to the completion date that precludes pre- or post-inspection of work will result in all discovered damage (regardless of span of time lapse) to be considered a result of permittee's work and will be their sole restoration responsibility.

PERMIT CONDITIONS

1. The grantee of this permit shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
2. In case of any damage to any roads, streets, public places, structures, or public property of any kind on account of said work by the grantee, the grantee will at once repair said damage at his own sole cost and expense.
3. The City or designated 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 a life or property resulting from the Grantee's facility or its installation as permitted herein, and upon demand the grantees shall pay to the City all costs of such work and material.
4. If at any time the City deems it advisable to widen, grade, regrade, plank, pave, improve, alter, or repair any road, street, public place, or structure, the grantee upon written notice by the City, or designated representative or agents, will at his own sole cost and expense, raise, lower, change, move, or reconstruct such installations to conform to the plans of work contemplated or ordered by the City.
5. If upon written notice by the City the grantee fails to relocate any portion or all of the project as granted under this permit, the City, 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.
6. 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 work and shall be subject to the same provisions which control an original installation. The City shall in no way be held liable for any damage to the grantee by reason of any such work by the City, its agents or representatives, or by the exercise of any rights by the City upon roads, streets, public places, or structures in question.
7. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the City from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City 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.
8. 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.
9. The City may revoke, annul, or terminate this permit if grantee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.
10. The City of Liberty Lake 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 City regulation pertaining to the public welfare, safety, health, or highway regulations as are or may hereinafter be enacted, adopted, or amended, etc. The City may terminate this permit if grantee fails to comply with any such changes.

11. Petitioner 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.
12. All locate indicators (e.g. Flags and/or marking on sidewalks, etc.) must be removed from the site upon conclusion of the permit. This is the sole responsibility of the grantee.
13. The applicant shall pay to the City all costs of and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits. Pre- and Post-construction inspections are required, and grantee is responsible for notification to the City when inspections can be commenced.

In accepting this permit the petitioner, his successors and assigns agree to protect and save harmless the City from all claims, actions, or damages of any kind and description which may accrue to or be suffered by any person or 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 right of way or public place or public structure, and in case any such suit or action is brought against said City 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 or 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 City.

Signing this application is acknowledgement of agreement to pay fees based upon the City's latest approved Fee Schedule. Invoices will be sent 30 days, 60 days, and 90 days after the permit is ready for issuance, unless otherwise stated. Any balance on the account for this project that is not paid within 90 days of the invoice date may result in legal action or the initiation of other collection procedures. Land use permits, infrastructure permits, and other Zoning, Land Use & Subdivision applications will require the associated fees to be paid up front.

Required Signatures

By signing below (with either electronic or physical signature), I acknowledge that as the applicant I am the property and/or utility owner or have full permission and authority to represent the property owner and/or utility owner in this project and carry out the work specified on the permit. Additionally, I certify that my signature included on this application, if done electronically, provides the same understanding and authority as if I had signed the application in person or in writing. I acknowledge that a minimum of 24 hrs. notice is required for all inspection requests. I give permission for use of my electronic signature on the permit, and I acknowledge, understand, and agree to the requirements and terms described on this application.

Applicant's Signature

Printed Name

Date