



## Access Connection Permit - Existing

Permit No. \_\_\_\_\_ CS \_\_\_\_\_ SR \_\_\_\_\_

Name and Address of Property Owner \_\_\_\_\_

Region \_\_\_\_\_

MP \_\_\_\_\_ LT/RT \_\_\_\_\_

KP \_\_\_\_\_

The Property Owner, hereinafter referred to as the "Permit Holder,"

on a portion of State Route No. \_\_\_\_\_ In \_\_\_\_\_ County, Washington, the  
Washington State Department of Transportation or its designee, herein after referred to as the WSDOT, hereby orders that this permit  
be granted, subject to the terms and provisions stated upon the General Provisions hereof and Exhibits attached hereto and by this  
reference made a part hereof:

Exhibit "A" - Right of Way Sheet(s)

This permit is effective after 30 days unless appealed per WAC  
468-51-150 and is subject to the terms and provisions as herein  
set forth and only if a WSDOT representative has signed below.

PERMIT HOLDER

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

## General Provisions

1. The Permit Holder, its successors and assigns, agrees to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages of 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 Permit Holder, its assigns, agents, contractors, licensees, employees or any person whomsoever, in connection with Permit Holder'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 State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Permit Holder, its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgement against 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 State of Washington's agents or employees and (b) the Permit Holder or Permit Holder's agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permit Holder or the Permit Holder's agents or employees.

The Permit Holder, 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 Permit Holder'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 State of Washington, its agents or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Permit Holder's property by the State of Washington, its agents, contractors or employees.

2. 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.
3. Permit Holder hereby authorizes WSDOT to enter upon their lands where necessary to construct or reconstruct the permitted access connection and/or construct and maintain traffic control devices and appurtenances.
4. The access connection shall be maintained between the right of way line and the shoulder line of said (highway, frontage service road of said highway, highway and/or frontage service road, "-" Line of said highway) by the Permit Holder, their heirs, successors or assigns in a condition satisfactory to the department.
5. All future cost of construction or modification of a connection shall be the responsibility of the Permit Holder, including the cost of modification of any connection required as a result of changes on property site use in accordance with WAC 468-51-110.
6. Existing permitted connections impacted by the WSDOT's work program and which, in the consideration of WSDOT, necessitate modification, relocation, or replacement in order to meet current WSDOT connection location, quantity, spacing, and design standards, shall be modified, relocated, or replaced in kind by WSDOT at no cost to the Permit Holder. The cost of further enhancements or modification to the altered, relocated, or replaced connections desired by the Permit Holder shall be the responsibility of the Permit Holder.
7. If any changes are made or proposed in the land use, intensity of development, type of traffic, or traffic flow of the property served by this connection permit, the Permit Holder is required to contact WSDOT to determine if further analysis is needed to determine if the change is significant and would require a new permit and modifications to the connection.
8. All such changes, reconstruction, or relocation by the Permit Holder shall be done in such manner as will cause the least interference with any of WSDOT's work, and WSDOT shall in no wise be held liable for any damage to the Permit Holder by reason of any such work by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT 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 WSDOT from granting other permits or franchise rights of like or other nature to other public or private companies or individuals, nor shall it prevent WSDOT 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. WSDOT may revoke, amend, or cancel this permit or any of the provisions thereof at any time by giving written notice to the Permit Holder. The Permit Holder 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 department at the Permit Holder's expense.
11. This permit is subject to all applicable provisions of 468-51 WAC, 468-52 WAC, Chapter 47.50 RCW, Chapter 47.32 RCW, and/or Chapter 47.44 RCW, and amendments thereto.
12. This permit shall supersede all previous permits issued.