From: John Carpita [mailto:jcarpita@mrsc.org]  
Sent: Thursday, January 07, 2010 2:23 PM  
Subject: Permit/Process to "Open" Unimproved Rights of Way

Do any of you have policies/procedures/permits to "open" unimproved rights of way. My presumption is that the road or street would have to be constructed/reconstructed to the agency standards, but the request is for sample procedures and forms.

Please call or email me if you have any questions or need further information.

John W. Carpita, P.E.  
Public Works Consultant  
Municipal Research and Services Center  
2601 Fourth Avenue, Suite 800  
Seattle, WA 98121-1280  
206-625-1300  
Fax: 206-625-1220  
jcarpita@mrsc.org  
www.mrsc.org
I am attaching our Resolution for Access Permits for unopened right of way. We are in the process of changing our procedures so I am also enclosing the Brochure and the draft application. I will also attach the Access Permit which is recorded after it is approved.

If you have more questions or need more information please e-mail me or call 360-786-5132. Pam

Pamela J. Dittoff, SR/WA
Sr. Right of Way Agent
Supplemental Application
ACCESS PERMIT
(for Un-Opened Right-of-Way ONLY)

<table>
<thead>
<tr>
<th>STAFF USE ONLY</th>
<th>DATE STAMP</th>
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**LABEL**

PLEASE NOTE:
ALL APPLICATIONS AND SITE PLANS MUST BE COMPLETED IN BLACK OR BLUE INK ONLY

Intake by: ___________________

### SUBMITTAL CHECKLIST

<table>
<thead>
<tr>
<th>Applicant Use</th>
<th>SUBMITTAL CHECKLIST</th>
<th>Staff Use Only</th>
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<tbody>
<tr>
<td>○</td>
<td>Master Application.</td>
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<td>○</td>
<td>Site Plan (see checklist below).</td>
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<tr>
<td>○</td>
<td>Applicable processing fees. Refer to current fee schedules. Additional fees may occur if base hours/fees at intake are exhausted.</td>
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</tbody>
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### SITE PLAN CHECKLIST

On site plan drawn to scale on 11” x 17” or smaller sheet which shall include or show the following:

- ○ A north arrow, date and site address.  
- ○ Map of parcel.  
- ○ Proposed access from the County road to the subject property.  
- ○ All neighboring access points.
ACCESS PERMIT
(for Unopened County Right-of-Way ONLY)

What is Unopened Right-of-Way?
Unopened right-of-way is right-of-way that has been dedicated or deeded to the County without a County maintained facility existing within it. That’s not to say that facilities aren’t there, but that the County doesn’t maintain them.

When Do I Need an Access Permit?
If you are proposing to access or perform work within unopened County right-of-way, an access permit is required. Even if a private driveway/road already exists within the unopened right-of-way and no additional work is proposed within that right-of-way, the applicant is still required to obtain an access permit to use it.

Are There Any Additional Requirements for Improvements Within the Unopened Right-Of-Way?
Chapter 15 of the Thurston County Road Standards contains the requirements for proposed improvements within unopened County right-of-way. These standards can be accessed online at the following web address:
http://www.co.thurston.wa.us/roads/devrev/devrevIndex.htm

How Do I Apply?
Complete and submit the supplemental application for an Access Permit (Form No. ???). Please include a site plan showing the subject property and adjacent unopened right-of-way out to the existing County road. Also required is the $688 permit fee.

Review Process:
The proposed location will be checked in the field by a Thurston County Public Works Inspector. Based upon these field observations, a recommendation memo will be sent to Thurston County Public Works – Real Estate Services. They will verify that the request meets one of the following criteria:

1. Unopened right-of-way is the platted, dedicated, or prescriptive access to the parcel.

2. The parcel is landlocked without the use of the unopened right-of-way.
3. No environmental issues will prevent construction within the unopened right-of-way.
4. No terrain or location issues will prevent construction within the unopened right-of-way.

Abutting property owners will be notified of the request and given two (2) weeks, or ten (10) business days, to submit written comments.

A decision will then be made whether to approve or deny the request. The applicant and abutting property owners will be notified of the decision. This is then followed by a 30 day appeal period.

If there are no appeals, the access permit will be signed by the County Engineer, recorded and a copy will be sent to the applicant.

Please note that this permit does not approve the construction of any improvements within the unopened right-of-way. Additional permits (Encroachment, Construction, etc.) are required for the construction of any proposed improvements.

Expiration:
Currently, there is no expiration for this permit. However, the permit can be revoked by the County at anytime if it is determined that the terms of the permit have been violated.

I Still Have Questions…
The information in this bulletin is a general guideline of the procedures and rules. You should not rely on this bulletin for identifying the specific requirements for your project. For additional information, you may contact the Thurston County Public Works, Development Review Department directly at (360) 357-2493. You may also view all Thurston county codes online at the county website.
ACCESS PERMIT

LICENSE AND AGREEMENT FOR THE USE OF COUNTY RIGHT-OF-WAY FOR INSTALLATION OF __________________________

Grantor: Thurston County, a Municipal Corporation
Grantee: __________________
Abbreviated Legal: __________
Tax Parcel No.: __________

THIS LICENSE AND AGREEMENT is entered into between Thurston County, Washington (the County), by and through Thurston County Public Works, and __________________________ (________________________), currently residing in __________________________, Washington.

WHEREAS, __________________________ owns property in Thurston County, Washington, described as follows (hereinafter “Property”):

WHEREAS, ________________ desires to construct, install, and maintain a private driveway/roadway within the Thurston County right-of-way of ________________; and

WHEREAS, the County finds that such use and installation will not impair the public’s use and benefit;

NOW, THEREFORE, in consideration of the legal benefits and detriments that will arise therefrom, the parties agree as follows:

1. The land subject to this License and Agreement is a strip of land described as follows:

   (Physical description of area to be used in the right-of-way).
2. The County hereby grants to _______________, their heirs, successors, and assigns a license to enter upon the portion, if any, of _______________, as described in paragraph 1 above, where there are no environmental issues for the purposes of constructing and maintaining a private driveway/roadway in accordance with the plan sheets, if required, provided by _______________ on file in the office of the Director of Thurston County Public Works in Olympia, Washington. Permission to use _______________ is conditioned on _______________, resolving all issues regarding their building application, Project # _______________, and receiving all required permits pertaining to their property adjacent to said right-of-way referenced in paragraph 1.

OR

The County hereby grants to _______________, their heirs, successors, and assigns a license to enter upon the portion, if any, of _______________, as described in paragraph 1 above, where there are no environmental issues for the purposes of constructing and maintaining a private driveway/roadway in accordance with the plan sheets, if required, provided by _______________ on file in the office of the Director of Thurston County Public Works in Olympia, Washington. Permission to use _______________ is conditioned on _______________, applying for and receiving all required permits pertaining to its property adjacent to said right-of-way referenced in paragraph 1.

3. _______________ agrees, declares, and covenants to construct and maintain said private driveway/roadway and its relevant appurtenances as specified on aforementioned plan sheets and with any additional specifications imposed in writing by the County. Said private driveway/roadway shall be maintained and preserved by _______________, their heirs, successors, and assigns without expense to the County, and responsibility for maintenance of the access rests jointly and equally upon all permit holders. _______________ shall install and maintain “Privately Maintained Road” and/or “End of County Maintained Road” signs, as well as any other signs required by the County, to be paid for by the holders of this permit.

4. Permission for construction, repairs or modifications to said private driveway/roadway granted under this License is specifically conditioned on the following requirements:
   A. _______________ shall apply for, obtain, and comply with all the conditions of any permits from Thurston County Public Works, and other Thurston County departments; and
   B. _______________ shall comply with all applicable Thurston County codes, ordinances, regulations, state and federal law, rules, and regulations, all as now exist or as later amended or superseded; and
   C. The Thurston County Critical Area Ordinance may have buffer requirements that may also restrict or not allow building on the right-of-way or require mitigation to offset any impacts. _______________ shall comply with all buffer requirements and other requirements under the Thurston County Critical Area Ordinance; and
   D. If the construction, repairs or modifications of said private driveway/roadway involves the removal of vegetation of any kind including but not limited to trees, it is the responsibility of _______________ to obtain permission from the underlying property owner(s) for the removal of said vegetation.

5. _______________, their heirs, successors, and assigns agree to defend, indemnify, and save harmless Thurston County, its appointed and elected officers, and employees from and against all loss or expense arising from this License and Agreement and the construction, use, maintenance, or modification of said _______________, including but
not limited to judgments, settlements, attorneys fees, and costs by reason of any and all
claims and demands upon the County, its elected or appointed officials, or employees for
damages because of property or bodily injury, including death at anytime resulting
therefrom, sustained by any person or persons, and on account of damage to property
including loss of use thereof. The County's liability, in any event, is limited to the sole
negligence of the County.

6. _______________, their heirs, successors, and assigns agree that they will not oppose
participation in a local improvement district for road improvements when formation of
such a district is deemed necessary.

7. _______________, their heirs, successors, and assigns agree that they will not allow or
give permission to the owners of any other adjacent or additional lots to utilize the
permitted access without prior County approval through this license and agreement
process.

8. _______________, their heirs, successors, and assigns agree that they will not subdivide
the subject parcel approved for access under this License and Agreement without first
obtaining plat or short plat approval from the proper Thurston County authorities.

9. This license may be revoked by the County upon 30 days written notice to
_______________, their heirs, successors, and assigns at anytime the County, at its sole
discretion, deems such revocation to be in the public interest.

11. Should this license be revoked by the County, _______________, their heirs, successors,
and assigns shall remove said ___________ and restore _______________ as directed by the
County at no expense to the County. If said _______________ is not removed and
_______________ not restored within the time specified by the County, the County may
do such work, and the cost thereof shall be a lien against the Property described above.
12. This License and Agreement is a covenant running with the land and all heirs, successors and assignors of the undersigned owner[s] are bound thereby.

Owner

Owner

APPROVED THIS ____ DAY OF ________________, 20____.

Approved as to form only:

Edward G. Holm
Prosecuting Attorney

Dale Rancour
Thurston County Engineer

Deputy Prosecuting Attorney

ACKNOWLEDGMENT ON FOLLOWING PAGE
ACKNOWLEDGMENT

(Individual)

STATE OF WASHINGTON )
County of Thurston )

I certify that I know or have satisfactory evidence that ______________________________,
is/are the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed
this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes
mentioned in the instrument.

DATED this _______________ day of_________________________, 20_____.

_________________________
(Print Name)
Notary Public in and for the State of Washington
Residing at _______________________
My Appointment Expires:

(Corporate)

STATE OF WASHINGTON )
County of Thurston )

I certify that I know or have satisfactory evidence that ______________________________,
is/are the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed
this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and
acknowledged it as the _________________________________ of ________________________, a
corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

DATED this _______________ day of_________________________, 20_____.

_________________________
(Print Name)
Notary Public in and for the State of Washington
Residing at _______________________
My Appointment Expires:
ACKNOWLEDGMENT
(County Engineer)

STATE OF WASHINGTON )
) )
County of Thurston )

I certify that I know or have satisfactory evidence that Dale Rancour is the person who appeared before me, and that said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the County Engineer for Thurston County, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _______________ day of _______________________, 20_____.

(Print Name)

Notary Public in and for the State of Washington
Residing at ____________________________
My Appointment Expires: ____________________________
John,

Here are the drawings that can be used as the cross-section drawing when submitting the petition to open unopened right of way. I don't know if any of the fees were listed on those procedure letters/documents but they have increased and I don't know if the new fees are reflected. If you need fee information please let me know and I will figure them out.

Sandy Sandritter
Island County Public Works
P.O. Box 5000; 1 NE 6th Street
Coupeville, WA 98239
(360) 678-7960; Fax (360) 678-4550
Good Morning John,

I have included most of my documents that I use when someone submits an application to open unopened county right-of-way. I have included all my in-house templates which I doubt if you want but since you said you like to collect everything I figure you can just delete what you don’t want. Since I like to set up a lot of templates to make my life easier there is probably way more than you want. As for the cross sectional drawings, I will send them under a separate e-mail. I will have to scan them and then send them to you. I wanted to get this out as quickly as I could.

Give me a call or send an e-mail if you need anything else.

Have a great day.

Sandy Sandritter
Island County Public Works
P.O. Box 5000; 1 NE 6th Street
Coupeville, WA 98239
(360) 678-7960; Fax (360) 678-4550
**APPLICATION FOR ACCESS TO COUNTY ROAD RIGHT OF WAY**

**Island County Public Works**  P.O. Box 5000, Coupeville, WA 98239  (360) 679-7331

Fee ___________________________ (Please make checks payable to Island County Engineering) PERMIT NO. ______________________

Receipt No. ___________________ Received: ___________________ Issue Date: ___________________

---

**OWNER:**

Date: ___________________

**Mailing Address:**

Phone: ___________________

**City, State, Zip Code:**

**Name/Address of Agent:**

Phone: ___________________

**City, State, Zip Code:**

---

**Owner/Agent will place two visible flat stakes along right of way to mark desired location of access.** Plot Plan is to be attached indicating location of access point. Owner/Agent further agrees to perform the work in strict compliance with the provisions enumerated below and states that he/she/they has/have read and will adhere to the general provisions applicable to permits contained on the reverse side of this form. Owner/Agent certifies the access applied for is for the purpose indicated only. Permit is void if access is utilized for any other purposes or to the benefit of other properties.

**OWNER/AGENT SIGNATURE:**

---

**Access for:**

Single ____ Double ____

**County Road designated as:**

and/or **Private Road**

---

**Owner/Agent certifies the access applied for is for the purpose indicated only. Permit is void if access is utilized for any other purposes or to the benefit of other properties.**

**NOTE:** If it is determined the proposed work is in a sensitive area, issuance of the permit will be held until a final determination is made.

---

**RECOMMENDATION:**

( ) Approve  ( ) Approve as modified  ( ) Deny (see below)  FOR: ( ) Single  ( ) Double  ( ) Common Approach

**TO SERVE:**

( ) SFR  ( ) Commercial  ( ) Short Plat  ( ) PRD  ( ) Temporary

---

**Inspector’s Report**

Print Name: __________________________________________ Phone Number: __________________________

---

**PLEASE READ PERMIT CONDITIONS CAREFULLY PRIOR TO THE START OF WORK**

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form. Access to be installed per County standards (Typical Road Approach and Cross Section Drawing attached) and all permit conditions as stated on the reverse side, SUBJECT TO THE FOLLOWING:

---

**APPROVAL OF ACCESS PERMIT IS FOR COUNTY RIGHT-OF-WAY ONLY. THIS IS NOT APPROVAL FOR ANY OTHER ROAD CONSTRUCTION. OTHER PERMITS MAY BE REQUIRED, APPLICANT NEEDS TO CONTACT APPROPRIATE DEPARTMENT.**

It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to cause injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

---

**UTILITY DAMAGE IS COSTLY**

CALL BEFORE YOU DIG  1-800-424-5555

5/24/2007
### FINAL INSPECTION REPORT

The work covered by this permit has been performed and completed in compliance with Island County Standards and the provisions specified herein.

<table>
<thead>
<tr>
<th>Date:</th>
<th>Island County Inspector:</th>
</tr>
</thead>
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### INSTRUCTIONS FOR APPLICANT

An approved permit for access to county roads and access from private roads to county roads is required prior to issuance of a building permit.

Applicants for permits for access to county road right-of-way shall file this application with the County Engineer. A sketch showing the desired location of the access shall be attached to the application. If applicant is currently processing applications for building or sewage permits, attachment of the same plot plan as used on those applications is acceptable.

The County Engineer shall either grant or deny the access within a 15 working day period, commencing on date application is accepted as complete by the County Engineer.

### 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 the front of this form, for the purpose of doing such work as applied for, and approved by the County Engineer. 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 properly lighted at night.

2. The location, type of work, materials and equipment used, manner or 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. If, at the end of six (6) months after date of granting of the permit, the grantee has not completed the installation, then the rights therein conferred shall cease and terminate.

4. The grantee shall leave all roads, streets, alleys, public places, and structures in as good and safe a condition as were in before commencement of work by grantee. The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the County.

5. 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, he will at once repair said damage at his own sole cost and expense.

6. 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 a 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.

7. If at any time the County 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 County Engineer, his representatives 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 County.

8. 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.

9. 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.

10. This grant is limited to the specific work, purpose and use described and is contingent upon the grantee having any necessary right of ownership, rights of way, easements or permissions to approach the county road over the property adjoining the county right of way of the location specified.

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 County Engineer 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.

13. 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, etc. The Board may terminate this permit if grantee fails to comply with any such changes.

14. 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.

15. In accepting this permit the grantee, his successors and assigns agree to protect and save harmless the County 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 or 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 grantee, his successors or assigns will upon notice to him or them of 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.
STATE OF WASHINGTON
COUNTY OF ISLAND

being first duly sworn, on oath deposes and says:

That he/she, at all times hereinafter mentioned, was and now is a citizen of the United States, over the age of twenty-one years, and a resident of Island County, Washington; that on the ______ day of __________________________, ______, he/she posted a full, true, and exact copy of the attached notice of hearing on __________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

at _______________________________________________________________________

_________________________________________________________________________

all in the County of Island, State of Washington.

____________________________________
(Signature)

Subscribed and sworn to before me this ______ day of __________________________, ______
Witness my hand and official seal.

_________________________________________________________________________

Signature

_________________________________________________________________________

Printed Name of Signer
STATE OF WASHINGTON

COUNTY OF ISLAND

being first duly sworn, on oath deposes and says: That he/she, at all times hereinafter mentioned, was and now is a citizen of the United States, over the age of twenty-one years, and a resident of Island County, Washington; that on the _____ day of ______________________, ______, he/she posted a full, true, and exact copy of the attached notice of hearing on _____________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________
at __________________________________________________________________________

_____________________________________________________________________________

all in the County of Island, State of Washington.

(Signature)

Subscribed and sworn to before me this _____ day of ______________________, ______
Witness my hand and official seal.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires _______________
APPENDIX A

DECLARATION OF COVENANT REQUIRING PRIVATE MAINTENANCE OF APPROVED PRIVATE ROAD AND DEDICATION TO COUNTY WHEN REQUIRED

Declaration of Covenant

In consideration of the approval by Island County of ________________________________, which said development creates the Lot(s) described as follows: (Insert legal description)

the undersigned covenants and agrees that:

1. The owner(s) of the aforesaid property or of any lot which has been or is subsequently created on said property shall be responsible for the maintenance of all private roads with said _______________________

2. The road(s) and any private road name and/or stop signs shall be maintained consistent with Island County Standards for such private roads and/or signs.

3. Roadway maintenance financing shall be in a manner determined by the owners of a majority of the square footage of buildable land within such aforesaid property.

4. In the event such private road is improved to county standards for public streets, and the county is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.

5. Owners of lots within the above-referenced development, who are served by such private road, may sue and recover from any owner of any lot within the development which is similarly served who refuses to participate in the road maintenance. Such owners who refuse to share the costs shall be liable for any attorney’s fees.

6. Warning: Island County has no responsibility to build, improve, maintain, or otherwise service the private roads contained within or providing service to the above-referenced property.

Owner

Owner

STATE OF WASHINGTON  )
COUNTY OF  )

On this day personally appeared before me _________________ to me known as the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated. Given under my hand and official seal this ________ day of ______________, 2009.

NOTARY PUBLIC in and for the State of Washington, Residing at __________________________
APPENDIX “A”

DECLARATION OF COVENANT REQUIRING PRIVATE MAINTENANCE OF APPROVED PRIVATELY MAINTAINED ROAD LOCATED ON COUNTY RIGHT OF WAY

In consideration of the approval by Island County of the permit to do work in the County right-of-way Permit # ___________________________ to allow construction/maintenance on a privately maintained road in the County right-of-way ___________________________ (description of road location) in Island County, Washington, which said road provides access to the property described as follows (insert legal description):

_____________________________________________________________________________________
_____________________________________________________________________________________

The undersigned covenants and agrees that:

1. The owner(s) of the aforesaid property or of any lot which has been or is subsequently created on said property shall be responsible for private maintenance of the roadway constructed under Permit Number ___________________________ within said ___________________________ (description of road location).

2. The road(s) and any private road name and/or stop signs shall be maintained consistent with Island County Standards for such private roads and/or signs.

3. Roadway maintenance financing shall be in a manner determined by the owners of a majority of the square footage of buildable land within such aforesaid property.

4. Warning: Island County has no responsibility to build, improve, maintain, or otherwise service the privately maintained road contained within or providing service to the above referenced property.

5. The covenants contained herein shall run with the land and are binding upon all subsequent owners thereof until such time as the right of way is constructed to present County standards and maintenance is accepted by Island County.

PROPERTY OWNER:     PROPERTY OWNER:
___________________________________   ___________________________________

_____________________________________________________________________________________
_____________________________________________________________________________________

STATE OF ______________________)
COUNTY OF ______________________) ss

On this day personally appeared before me to me (proven/known) as the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this _____ day of ________________, _______.

S E A L

NOTARY PUBLIC in and for the STATE of _______________________
residing at _______________________

My Commission expires _______________________

PRINTED name of Notary Public
APPENDIX “B”

DECLARATION OF INDIVIDUAL RESPONSIBILITY FOR MAINTENANCE

WARNING: READ THIS CAREFULLY

PURCHASER IS RESPONSIBLE FOR ROAD MAINTENANCE:

Property Legal Description:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

I am purchasing the above-described property and I understand the following:

1. I must pay money for maintaining the private road(s) serving this property.
2. Owners of other lots in this development may sue me and recover my share of the road costs, plus other costs and attorney’s fees, if I fail to contribute.
3. Island County has no responsibility to build, improve, maintain or otherwise service the private roads for this property.

____________________________________
Purchaser

____________________________________
Purchaser

STATE OF _____________________________________
COUNTY OF ________ ) ss

On this day personally appeared before me to me (proven)(known) as the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this ______ day of ________________, _______.

________________________________________
NOTARY PUBLIC in and for the
STATE of
residing at ____________________________

My Commission expires ____________________________

________________________________________________
PRINTED name of Notary Public
After recording return to:

___________________
___________________
___________________

APPENDIX “C”

FUTURE RIGHT-OF-WAY TRACTS – SUBDIVIDER’S AGREEMENT AND COVENANTS, CONDITIONS, AND RESTRICTIONS RUNNING WITH THE LAND:

Tract(s) __________________________, designated upon the plat as a private road and thoroughfare, is described in the Island County Comprehensive Plan as a “local access street or road” and in accordance with the standards therein, may be required for future County street, road or thoroughfare.

1. The owner, his grantees and assigns, hereby agree to dedicate Tract(s) __________________________ to Island County for right-of-way and street purposes, at such time as said Tract(s) __________________________ is/are needed for those purposes. A Deed conveying Tract(s) __________________________ to Island County shall be executed by the owner, his grantees and assigns, and shall be delivered to Island County upon demand.

2. The owner, his grantees and assigns, hereby agree(s) to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (CRID) pursuant to RCW 36.88 or any Road Improvement project sanctioned by Island County which is designed to improve Tract(s) __________________________ and the immediate street system of which it is a part.

3. Building constructed on any parcel abutting Tract(s) - shall be set back from the Tract(s) __________________________ boundary by that distance which equals the yard requirements of the zone.

Timing of the formation of said CRID or other road improvement project shall be determined by Island County. The street improvement authorized by the CRID or other road improvement project shall call for the improvement of Tract(s) __________________________ and its immediate street system to at least the minimum Island County road standards applicable to the CRID or other road project is formed; provided that, in situations where there is a multiple ownership of properties participating in the formation of the CRID, or other road improvement project, if a majority of the property owners want a higher standard, i.e., curbs, gutters, underground drainage, etc., that standard shall prevail.

PROPERTY OWNER:     PROPERTY OWNER:

___________________________________   ___________________________________

++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

STATE OF      ____________________)  COUNTY OF  ____________________) ss

On this day personally appeared before me to me (proven)(known) as the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this ______ day of ________________, _______.

__________________________________________
NOTARY PUBLIC in and for the STATE of
residing at ______________________________________

My Commission expires ___________________________

PRINTED name of Notary Public
March 15, 2010

Whidbey Press
P.O. Box 10
Oak Harbor, WA 98277

RE: Legal Notice
Petition to Open Unopened County Right of Way known as ______________________

Gentlemen:

Please publish the attached Legal Notice in the issues listed below:

- Whidbey News Times issue dated ______________________

Please direct Affidavit of Publication and billing to the Island County Engineer, P.O. Box 5000, Coupeville, WA 98239. Please reference Field Order #____________ on the billing.

Thank you.

Sincerely,

WILLIAM E. OAKES, P.E.
County Engineer

By:
SANDY SANDRITTER
Senior Office Specialist

/ss
APPLICATION TO PERFORM WORK ON COUNTY ROAD RIGHT-OF-WAY

Island County Public Works ● P.O. Box 5000, Coupeville, WA 98239 ● (360) 679-7331

Fee ___________________________ (Please make Checks payable to Island County Engineering) PERMIT NO. ______________________

Receipt No. _______________ Received: _______________ Issue Date: _______________

Applicant ______________________ Date: ______________________

The undersigned hereby applies for permission to: (Attach drawing and/or detailed explanation)

The estimated time required for completion of the above work is ______________, which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests, and conveniences of the public. Petitioner further agrees to perform the work in strict compliance with the provisions enumerated below and states that he has read and will adhere to the general provisions applicable to permits contained on the reverse side of this form.

Signature Applicant/Agent ______________________ Phone: ______________________

Address __________________________________________ ______________________

Parcel Number ______________________ Sec. _______ Twp. _______ Rge. _______

Project Location: __________________________________________

Arch Site: Yes / No Eagle/Heron Habitat: Yes / No Wetlands: Yes / No Critical Drainage: Yes / No

Francise No. ______________ Current ______________ Revision Required ______________ Date: __________________

Health Department Approval: ______________ Date: __________________

Inspector’s Report

RECOMMENDATION: ( ) Grant ( ) Grant as modified ( ) Deny (see below)

Inspector’s Signature: __________________________________________ Date: __________________

Final Inspection Required, contact: ______________________ _______

Print Name ______________ Phone Number ______________

PLEASE READ PERMIT CONDITIONS CAREFULLY PRIOR TO THE START OF WORK

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form. Access to be installed per County standards and all permit conditions as stated on the reverse side, SUBJECT TO THE FOLLOWING:

(  ) RCW 46.61.570 – Reserved Parking prohibited. – see attached

(  ) Work must be performed in accordance with the “Accommodations of Utilities on County Road Right of Way for Island County” – see attached

(  ) Criteria for Sewage Work Design – C1-9 Special Requirements. – see attached

(  ) Parcel located in close proximity to a known archaeological site. – see attached

(  ) Culvert ends must be beveled. 

(  ) Applicant is required to join the Washington Utilities Coordinating Council One Call Center – 1-800-424-5555.

(  ) Install ___________ feet of ___________ inch Culvert in County ditch.

(  ) Must call appropriate shop 24 hours prior to the start of work.

(  ) All utilities must be a minimum of 36” in depth (fiber optic 42”).

(  ) All utilities shall be installed to the outer most portion of County Right of Way

(  ) All drain ways shall be opened and functional at the close of business nightly.

(  ) Lines crossing under roadway shall be sleeved. 

(  ) All roads crossings shall be pushed or bored.

(  ) Applicant will handle all drainage at applicant’s expense.

(  ) All damages to roadway or right of way shall be repaired by the applicant at his expense.

(  ) Best Management Practices (BMP’s) shall be in place prior to the start of work.

(  ) Must maintain a 5’ cleared vegetation radius around all above ground equipment.

(  ) Trenches left open past normal working hours shall be fenced and barricaded to insure a safety area around open trench.

(  ) All excavated material shall be removed from site and back filled with suitable road ballast.

(  ) See Additional Conditions, Comments, and/or Attachments

(  ) 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 ______________ 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 Engineering.

Appropriate Best Management Practices (BMP’s) shall be employed to meet Erosion and Sedimentation Control requirements. Immediately upon completion of work any disturbance of ground cover or soils within the right-of-way must be restored

APPROVAL OF UTILITY PERMIT IS FOR WORK WITHIN COUNTY RIGHT-OF-WAY ONLY. OTHER PERMITS MAY BE REQUIRED. APPLICANT WILL NEED TO CONTACT APPROPRIATE DEPARTMENT.

It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to cause injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

□ Denied □ Approved by: ______________________ Date: ___________________

County Engineer

UTILITY DAMAGE IS COSTLY CALL BEFORE YOU DIG 1(800) 424-5555

10/31/2006
INSTRUCTION FOR APPLICANTS

Applicants for permits to occupy county property with utilities, or holders of granted franchise rights contemplating work upon, along, over, under or across any county road, bridge, wharf, trestle, public place, street, avenue or alley on property in the County, shall first file with the County Engineer, his application to do such work.

Such applications shall be accompanied by drawings if required by the County Engineer. Drawings shall be to a working scale, showing position and location of work, names or numbers and widths of roads, streets, etc. showing their locations in plats, or subdivisions of sections, township and range, showing the relative position of such work to existing utilities, crops, roads, streets or public places.

The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc. shall meet with provisions of the County Utility Accommodation Policy (WAC 13-40), and shall require approval by the County Engineer.

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 such road, 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 grantee shall pay to the County all costs of such work and material.

If at any time the County 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 County Engineer, his representatives 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 County.

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.

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 questions. The grantee shall have twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contagious to the grantees permit rights in order that he may protect his interests.

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.

All the provisions, conditions, regulations and requirements herein contained shall be bound 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.

The County Engineer 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.

The Board may terminate this permit if grantee fails to comply with any such changes.

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.

In accepting this permit the petitioner, his successors and assigns agree to protect and save harmless the County 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 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 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 County.

The applicant shall perform location services at no cost to Island County for any and all future projects by Island County. This location service will include location to the extent that visual observations can be made of fiber optic facilities.

Applicant is responsible for properly marking all structures in the County right of way owned by applicant before the mowing of ditches. Failure to comply will eliminate the fiscal responsibility by the County to replace any damaged structures due to mowing.

Structures shall be cleared of tall grass and brush (suggest 5-foot radius) at all times so County vehicles may easily see said structures.
John Carpita

From: Don Ramsey [DRamsey@pendoreille.org]
Sent: Monday, January 11, 2010 4:08 PM
To: John Carpita
Subject: RE: Permit/Process to "Open" Unimproved Rights of Way
Attachments: RoadStandard2010 - County Road Establishment.doc

John,

I am working on updating Pend Oreille County’s “County Road Standards.” Chapter 13 of that document addresses your question.

The attachment includes the changes I am working with tracking turned on.

The unchanged version is the current adopted regulations.

I am considering proposing procedures to permit privately maintained access driveways within unopened ROW, provided that the improvement conforms to emergency access road/driveway standards and forest practice road standards, the private parties agree to maintain and add a land title statement that acknowledges that the road is not to County Road Standards, will not be maintained by the County, must be upgraded to the County Road Standards prevailing at application date and acceptance into the county road maintenance system is at the discretion of the Board of Commissioners.

I am interested on any input you may have on this issue.

Don

Donald A. Ramsey, PE
Pend Oreille County Engineer
PO Box 5040
625 west 4th Street
Newport, WA 99156
e‐mail: dramsey@pendoreille.org
phone: (509)447-6460
fax: (509)447-5890

From: Gary Rowe [mailto:GRowe@wacounties.org]
Sent: Monday, January 11, 2010 10:59 AM
Subject: FW: Permit/Process to "Open" Unimproved Rights of Way

Please respond to John directly.

Gary

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Gary Rowe
WSACE Managing Director
(360) 770-7766
DRAFT

County Road Standards and Regulations

Pend Oreille County

Chapter 13 Maintenance of County Roads

13.010 Introduction

Pend Oreille County maintains the established county road system. It is necessary to establish the basic rules governing county road maintenance as provided for in State and County law.

13.020 Establishment of County Roads

The Board of County Commissioners may declare a county road established for expenditure of county funds for road maintenance under statutory authority, RCW 37.536.75.070, RCW 37.536.75.080, RCW 36.75.090, RCW 36.81, RCW 36.88, RCW 36.89 or RCW 58.17. County roads not established by the Board of County Commissioners shall not be maintained with county funds.

Whenever directed by the Board or required by statute, the Public Works Director shall make report as required by RCW 36.01.050. The report shall also include conformance of the road to the County Road Standards.

County roads shall be improved to county road standards applicable at the date of establishment petition including hard surface paving all approved design exceptions and design deviations prior to establishment, except for those roads established under statues RCW 36.75.070 and RCW 36.75.090.

13.030 County Road Maintenance Levels

The Public Works Director shall establish maintenance levels for each road in the county road system as follows:

Level Zero (0) Road is not an established county road and does not receive county maintenance. Road may be maintained by other public agencies or by private parties.

Level One (1) These roads make up the primary county road system. Roads in this category receive year around, frequent maintenance activities including, but not limited to:

a. First priority in snow and ice control and emergency repairs
b. High priority for preventive and routine maintenance
c. High priority for funding of replacement, rehabilitation and reconstruction activity
d. Will not be considered for primitive road status

Level Two (2). Roads in this category receive year around, periodic maintenance activities after Level One road activities have been substantially carried out; including, but not limited to:

   a. Second priority in snow and ice control and emergency repairs
   b. Secondary priority for preventive and routine maintenance
   c. Secondary priority for funding of replacement, rehabilitation and reconstruction activity
   d. May be considered for primitive road status

Level Three (3). Roads in this category receive infrequent and periodic maintenance activities after higher level road activities have been substantially carried out; including, but not limited to:

   a. Lowest priority in snow and ice control and emergency repairs
   b. Lowest priority for preventive and routine maintenance
   c. May be considered for primitive road status

Level Four (4). Roads in this category receive infrequent and periodic maintenance activities after higher level road activities have been substantially carried out; including, but not limited to:

   a. No snow and ice control and emergency repairs only when found impassable, as conditions permit
   b. No preventive and routine maintenance
   c. May be considered for primitive road status

The Public Works Director will evaluate county roads for the proper maintenance level based on the following criteria:

   Number of full time occupied residences served by the road
   Number of part time occupied residences served by the road
   Designation as a school bus route or mail route
   Average daily traffic count
   Percentage of trucks
   Pavement/surface type
   Freight and Goods Mobility Classification
   Federal Functional Classification
   Eligibility for primitive road status
   Present roadway conditions
Other factors as deemed reasonable and prudent

The maintenance level will be recorded in the county road log.

13.040 Work on Rights of Way

Anyone working on the public right of way is required to obtain a permit from the Public Works Director prior to beginning work. The Public Works Director shall be responsible for the administration of these standards and shall establish such written procedures as may be necessary to implement them.

All work within public right of ways shall conform to the county road standards.