



**City of Stevenson
Public Works Department**

(509)427-5970

No. 21-21

7121 E Loop Road, PO Box 371
Stevenson, Washington 98648

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

PERMISSION IS HEREBY GRANTED TO (Permittee) Patricia Doble

**To: Protect and maintain an existing fence and Laurels on the north side of Iman Cemetery Road
(Approx 10' by 150')**

Laurels must be maintained in a manner to allow proper access and use of Iman Cemetery Road.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Pat Doble
Signature

Pat Doble
Name (Printed)

[Signature] 8/25/21
City of Stevenson, Public Works Director

Planning Approval (if Applicable):

City of Stevenson Planning Director
Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

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.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every 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 suit or action is brought against said City of Stevenson 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 of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgement after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

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 Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City 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.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

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 to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.

City of Stevenson
Public Works Department



PERMIT NUMBER: _____

Date Received: _____

USE OF RIGHT OF WAY PERMIT APPLICATION

PERMITEE / PROPERTY OWNER INFORMATION

Name: Patricia Dobbie Email: patdobbie@gmail.com
 Address: 1025 New Still Creek Ln City: Stevenson State: USA Zip: 98648
 Phone: _____ Cell Phone: 503-703-4641

CONTRACTOR INFORMATION

Company Name: _____ Email: _____
 Contact Person: _____ Contact Phone: _____
 Address: _____ City: _____ State: _____ Zip: _____

WA Contractor's Registration No : _____ Stevenson Business License : Yes NO

PROJECT NAME Fence and lawns on exist TAX PARCEL #: 0307362302000

PROJECT ADDRESS 521 Inman Cemetery Road
 (Nearest cross streets if address is not assigned)

PLEASE USE BACK SIDE FOR PROJECT DESCRIPTION

Type of Application	<input type="checkbox"/> Utility Installation	<input type="checkbox"/> Frontage Improvements	<input checked="" type="checkbox"/> Use of right-of-way	<input type="checkbox"/> Oversize/Weight
	<input type="checkbox"/> Utility Connection	<input type="checkbox"/> Drainage Improvements	<input type="checkbox"/> Special Event	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Utility Maintenance	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Street Closure	<input type="checkbox"/> Other _____

START DATE _____ DURATION _____ END DATE _____

INDEMNIFY AND HOLD HARMLESS: The Permittee agrees to indemnify and hold harmless the City of Stevenson as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors, and assigns, to defend and indemnify the City of Stevenson 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 caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this permit. The Permittee's obligations under this permit shall include, without limitation, indemnification of claims made by the Permittee's own employees or agents and waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties. In the event it is necessary for the City of Stevenson to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee. In the event it is determined that RCW 4.24.115 applies to this permit, the Permittee agrees to defend, hold harmless, and indemnify the City of Stevenson to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of City of Stevenson to the full extent of Permittee's negligence.

LEGAL COMPLIANCE: Permittee agrees to prosecute work under the permit with all diligence and speed. At the expiration of the permit the rights herein conferred shall cease and terminate, unless specific written provisions are made for a renewal or extension. The undersigned, its successors and assigns, agrees if granted the above permit, to comply with the provisions, conditions, and requirements of the permit, and regulations adopted in the City of Stevenson Municipal Code and administrative rules authorized by the Code. Inspections or final approval by the City do not relieve the Permittee from its obligation to fully comply with state and city laws and regulations.

AUTHORITY: The undersigned acknowledges that the information submitted in support of this permit is true and correct and he/she is the Permittee or authorized by the Permittee to execute this permit.

Permittee/Agent Signature PDobbie Date 8-18-21
Patricia Dobbie

CONNECT TO OTHER PERMITS _____ PERMIT TYPE: A B C D _____

Project Description :

Approximately 10' feet by 150' of the north side of Lower Cemetery Road to protect and maintain existing fences and lawns, approx. 50 years old

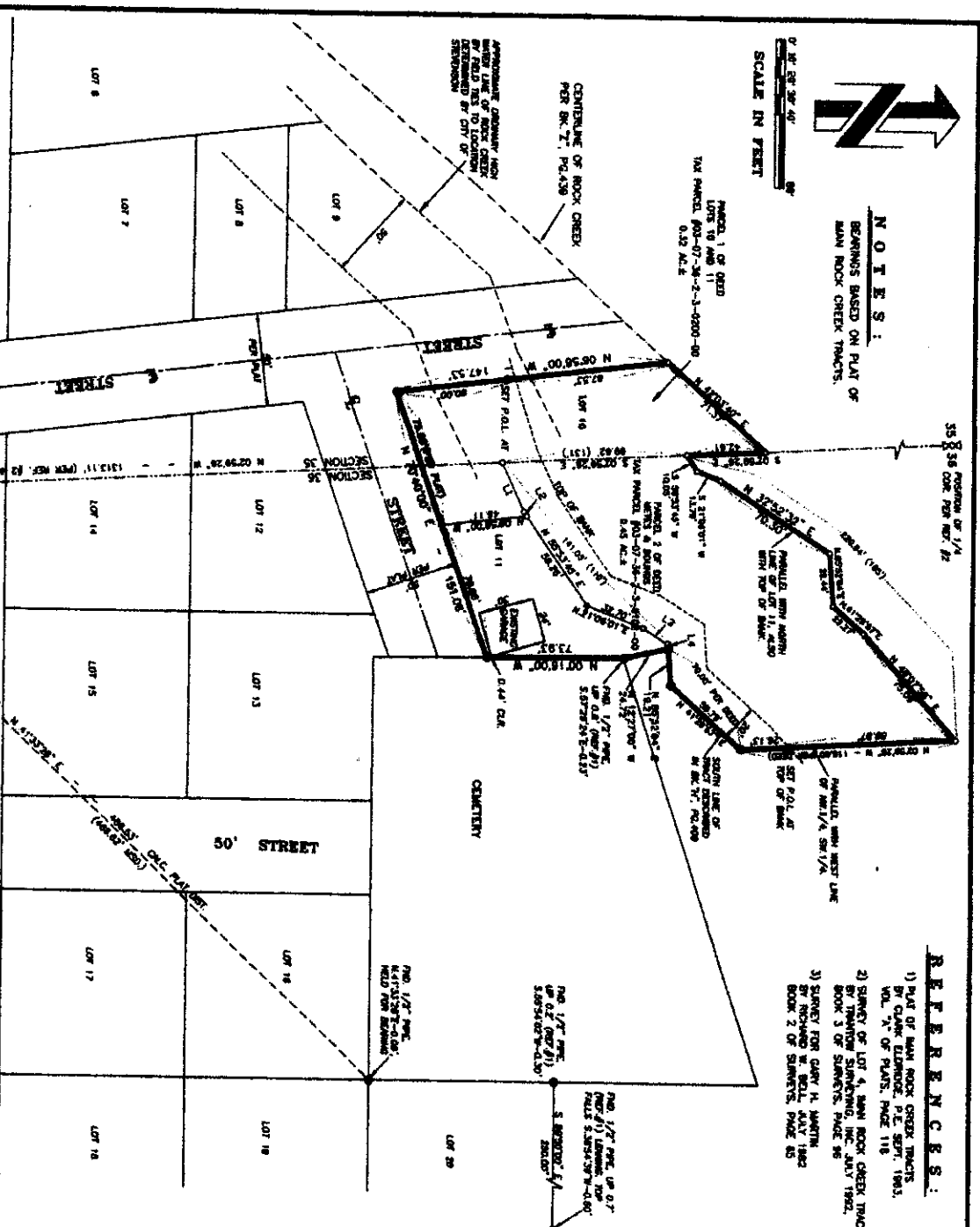
See attached Exhibit 'A' Survey of Lots 10 & 11, Tennessee Engineering Corp

2004/53493



NOTES:
BEARINGS BASED ON PLAT OF
MAIN ROCK CREEK TRACTS.

SCALE IN FEET
1" = 20' 0" 0" 0"



- REFERENCES:**
- 1) PLAT OF MAIN ROCK CREEK TRACTS BY CLARK LUMBER, P.C. 507, 1963, VOL. 2, OF PLATS, PAGE 118
 - 2) SURVEY OF LOT 4, MAIN ROCK CREEK TRACTS BY BERNARD B. BESSON, P.C. 507, 1963, BOOK 3 OF SURVEYS, PAGE 88
 - 3) SURVEY FOR GARY H. MARTIN BY ROSEMARY W. BOLL, DAVY TRAC BOOK 2 OF SURVEYS, PAGE 80

AUDITOR'S CERTIFICATE:

PLAT FOR RECORD HAS BEEN EXAMINED BY ME ON THE 20th DAY OF JUNE, 2004, AT 8:32 P.M. UNDER AUDITOR'S FILE NO. 2004/53493. REQUEST OF BERNAUD B. BESSON, REGISTERED LAND SURVEYOR #55982.

Bernard B. Besson
COUNTY AUDITOR

NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO ADJUST THE EXTENSION BEARINGS OF THE MAIN ROCK CREEK TRACTS AS SHOWN ON THE RECORDED PLAT OF BORN 2003 AND TO CORRECT THE BEARINGS OF THE MAIN ROCK CREEK TRACTS SUBDIVISION AND A METES AND BOUNDS PARCEL LYING NORTHERLY AND EASTERLY OF LOTS 10 AND 11, ADJOINING TO THESE LOTS AND INCLUDING PART OF ROCK CREEK.

IN THE FIELD MEASUREMENTS WERE FOUND FROM THE PLAT OF MAIN ROCK CREEK TRACTS AS SHOWN A COMPUTED COGNITIVE MODEL OF THE PLAT WAS CREATED. THE METES AND BOUNDS PARCEL WAS FOUND AT THE POINT OF BEGINNING OF THE PLAT THE FRONT ALONG WITH HOLDING THE 1/2" BEARINGS FOUND AT THE SOUTHWEST CORNER OF THE CREEK TRACT FOR BEARING. THE FIELD DATA WAS COMPARED TO THE PLAT MODEL. THIS REVEALED AN AN ACCEPTABLE FIT TO THE OTHER FOUND MONUMENTS, FALLING FROM PLAT DIMENSION ARE SHOWN ON THE SURVEY FOR THESE MONUMENTS.

LOTS 10 AND 11 WERE CONSIDERED PER PLAT AS MUCH AS POSSIBLE DUE TO LACK OF DIMENSION INFORMATION ON THE RECORDED PLAT. THE METES AND BOUNDS PARCEL WAS DESCRIBED BOTH BY REFERENCE TO THE PLAT AND TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35. THE SECTION LINE WAS CALCULATED FROM SURVEY REFERENCE #2. THE METES AND BOUNDS PARCEL WAS THEN Laid OUT PER DEED FROM THE TOP BANK OF ROCK CREEK, AS SHOWN ON THE SURVEY. HOLDING DEED DIMENSIONS AND COLLAS AS FOUND IN PARAGRAPH 5 AND THE MAIN ROCK CREEK TRACTS TO HAVE MONUMENT SURVEY 15 AND THE MAIN ROCK CREEK TRACTS PLAT LOCATION AT THE TIME OF THE MAIN ROCK CREEK TRACTS PLAT.

WITH ESTABLISHMENT OF THE BOUNDARY OF THE SUBJECT PROPERTY, MONUMENTS WERE SET ON THE PERMANENTLY SHOWN SET MONUMENTS ARE 5/8" X 30" BEAR WITH YELLOW PLASTIC CAP RECORDED TO BESSON, U.S. 55982. OBSERVATION TO THE MAIN ROCK CREEK TRACTS PLAT WAS MADE BY RANDOM TRAVERSE THROUGH THE PROJECT, WHICH INCLUDED TIES TO THE MONUMENTS AS SHOWN. THIS TRAVERSE METS THE REQUIREMENTS OF WAC 32-150-090.

FIELD EQUIPMENT UTILIZED WAS A 1.5 SECOND TOTAL STATION INSTRUMENT WITH ELECTRONIC DISTANCE METER AND ELECTRONIC DATA COLLECTOR.

LINE	ANGLE	DISTANCE
L1	N 67°04'21" E	24.83
L2	S 58°53'45" W	0.89
L3	S 37°57'32" W	16.18
L4	N 83°07'54" E	2.07

NOTES:

RELATIVE ACCURACY:
THIS SURVEY WAS CLOSED TRAVERSE WITH A MINIMUM RELATIVE ERROR OF 1 PART IN 20,000.

EQUIPMENT:
LEICA 1-1600, 0°00'01.5" THEODOLITE AND LEICA D-2000 ELECTRONIC DISTANCE MEASURING UNIT, ORIENTED WITH A TDS RANGE DATA COLLECTOR.

PROCEEDING:
CLOSED FIELD TRAVERSE USING DOUBLE-SIDE MEASUREMENT AND METHOD OF DISTANCE REDUCTION.

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PAT AND JERRY DOBLES, IN JUNE, 2004.



BERNAUD B. BESSON, REGISTERED LAND SURVEYOR #55982.



PAT AND JERRY DOBLES
SURVEY FOR
IN LOTS 10 AND 11
MAIN ROCK CREEK TRACTS
IN SECTIONS 35 AND 36, TWP. 3 N., RANG. 7 E., N.M.
CITY OF STROUPTON, SQUAWAN COUNTY, WISCONSIN.

Tommy E. Engstrom, Co.,
CONSULTING ENGINEERS
400 JENKINS STREET
TOWNEVILLE, WISCONSIN 54983
641-386-8172 FAX 641-386-8817

DATE: 6/24/2004
BY: [Signature]
S.D.M. 11083 545 11083 1 of 1