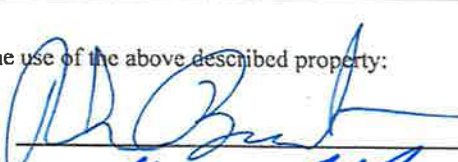





King County

Facilities Management Division  
Real Estate Services Section  
King County Administration Building  
500 Fourth Avenue Room 830  
Seattle, WA 98104  
Permits 206-477-9350, FAX 206-296-0196

**SPECIAL USE PERMIT**  
**Use of County Owned Property**

<b>PERMIT NUMBER:</b> SUPS18-0063		<b>DATE:</b> 11/16/2018	
<b>PERMITEE:</b>  Raging River Quarry, LLC - John Priebe 3132 NE Harrison St. Issaquah, WA 98029  DAY PHONE: (425)445-1189      OTHER PHONE:      FAX:			
<b>PURPOSE:</b>  To allow encroachments to remain within the R-O-W of Carmichael Rd.. That portion of the above referenced R-O-W, within PIN 222407-9011 & 222407-9035 AKA 32715 Carmichael Rd.			
<b>LEGAL DESCRIPTION:</b> Primary    1/4    Sec    Twp    Rge    Account No    Kroll Page  Yes    SW    22    24    7    2224079011    B35 Legal Description: SE 1/4 OF NW 1/4 OF SW 1/4 TGW    POR OF S 1/2 OF SW 1/4 LY W OF    RAGING RIVER & N OF LN BEG    331.05 FT S OF NW COR TH N    77-06-00 E 1334.70 FT TO E LN OF    SW 1/4 OF SW 1/4 75 FT S OF NE    COR TH E 150 FT TO C/L OF RIVER TGW POR OF NW 1/4 OF SW 1/4 BEG    ON S LN OF SUBD 58.56 FT E OF    SW COR TH N 42-22-27 E 897.83    FT TO NW COR OF SE 1/4 OF NW 1/4    OF SW 1/4 TH S 00-55-06 W 660.99    FT TO S LN OF SD SUBD TH S    89-46-17 W ALG SD S LN 594.53 FT TO BEG LESS CO RD PER    KC LOT LN ADJ NO 582025			
<b>EXPIRATION:</b> This permit shall not be valid for more than 5 Years & expires on the <u>31st</u> day of <del>November</del> <u>December</u> , 2023.			
<b>Administrative Fee (New or Renewal)</b>		<b>\$500.00</b>	<b>Bond/Insurance Amount</b> <b>\$1,000,000.00</b>
PERMITTEE MUST NOTIFY JIM BALLWEBER DOT - ROADS AT: 206-477-2374 AT LEAST 72 HOURS PRIOR TO PERFORMING ANY WORK AND IMMEDIATELY UPON COMPLETION			
Issued By:      Aaron Halley		Phone:      206-477-9366	
By this permit King County authorizes the use of the above described property:			
Custodial Approval: 		Date: <u>11/9/2019</u>	
Real Estate Services Approval: 		Date: <u>11/9/2019</u>	
The Permittee agrees to comply with the terms and conditions contained herein.			
SEE REVERSE SIDE FOR TERMS AND CONDITONS.			
Signature of Permittee: <u>Signature on file</u>		Date: <u>12/18/2018</u>	

NOTE: Permit not valid without all necessary signatures and expiration date.  
King County Code 14.30



King County

Facilities Management Division  
Real Estate Services Section  
King County Administration Building  
500 Fourth Avenue Room 830  
Seattle, WA 98104  
Permits 206-477-9350, FAX 206-296-0196

Received FMD/RES

**SPECIAL USE PERMIT**  
**Use of County Owned Property**

PERMIT NUMBER: SUPS18-0063		DATE: 11/16/2018	
PERMITEE: Raging River Quarry, LLC - John Priebe 3132 NE Harrison St Issaquah, WA 98029			
DAY PHONE: (425)445-1189		OTHER PHONE: FAX:	
PURPOSE: To allow encroachments to remain within the R-O-W of Carmichael Rd. That portion of the above referenced R-O-W, within PIN 222407-9011 & 222407-9035 AKA 32715 Carmichael Rd.			
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Custodial Approval:		Date:	
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The Permittee agrees to comply with the terms and conditions contained herein.			
SEE REVERSE SIDE FOR TERMS AND CONDITIONS.			
Signature of Permittee:		Date: 12/18/2018	

NOTE: Permit not valid without all necessary signatures and expiration date.  
King County Code 14.30

**01. PERMIT REVOCATION** - This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.

**02. INDEMNITY AND HOLD HARMLESS** - The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs 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 obligation under this section shall include a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) 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 County 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 agreement, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

**03. ANTI-DISCRIMINATION** - In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.

**04. NON-EXCLUSIVE RIGHT** - This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.

**05. ASSESSMENTS** - Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.

**06. TERMINATION** - The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.

**07. RESTORATION** - After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.

**08. REPAIRING DAMAGE BY PERMITTEE** - In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.

**09. ABATEMENT OF UNSAFE CONDITIONS** - The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.

10. **RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED** - The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving repairing or altering the property. The Permittee, upon written notice, will at its own cost and expense remove, repair, relocate, change or reconstruct its installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.

11. **NOTICE** - Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.

12. **OTHER APPLICABLE LAWS** - Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.

13. **RE-ENTRY** - After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.

14. **TITLE** - This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.

15 **SPECIAL TERMS AND CONDITIONS:**

- a All use of the A.R. Carmichael Road right-of-way shall be limited to the operation and maintenance of the roadway, storm water drainage system, Raging River bridge, truck scale and scale house, and other appurtenances associated with the Raging River Quarry, as described in the Special Use Permit application and the associated plans (see attached).
- b The permittee understands that no further work, use, improvements or alterations shall be made to King County property unless prior approval is granted as an amendment to this permit.
- c The permittee shall call 1 (800) 424-5555 for underground utility locations prior to commencement of any work.
- d The work area is to be protected from pedestrians at all times.
- e There shall be no tripping hazards created as a result of the activities associated with this permit.
- f The permittee, prior to performing any work at the site shall be solely responsible for obtaining all necessary permits from state, local jurisdiction &/or other governmental agencies.
- g Permittee understands and agrees that the area, structures/improvements are taken for use on an "as is" basis and that King County has no obligation to permittee to make any changes, improvements, or to incur any expenses whatsoever for or related to the condition of the area, structures/improvements or any environmental problems on the subject right-of-way.
- h Permittee shall implement appropriate measures to assure that dirt, mud, dust and/or other debris is not tracked out onto Preston-Fall City Way SE from the quarry operations.
- i Permittee shall contact Jim Ballweber, King County Road Maintenance Site Development Specialist, 206/477-2374, at least three (3) business days prior to any proposed changes to these permit conditions.
- j Permittee shall be responsible for location all storm water facilities, aerial, surface and subsurface utilities within the A.R. Carmichael right-of-way, and for the repair and/or replacement of these facilities/utilities damaged as a result of the activities authorized under the terms and conditions of this permit.
- k The permittee shall be responsible for the repair of any damage to the paved roadway, sidewalk, curbing or shoulder area.
- m The permittee is responsible to keep the traveled roadway open at all times. No roadway closures have been requested or are permitted.
- n If equipment is set up in the traveled roadway, the applicant shall exercise proper traffic control including the use of signs and flaggers where necessary, all in accordance with the Manual on Uniform Traffic Control.
- o If King County determines that the structures/improvements impact the functionality of the road, the structures/improvements must be removed at applicant's expense.
- p If King County determines that the structures/improvements are an impediment to any road related service, maintenance or improvement RSD must perform or provide, the structures/improvements must be moved, modified or removed at applicant's expense so that RSD may perform the necessary service, maintenance or improvement.
- q Permittee understands and agrees that the bridge over the Raging River within the A.R. Carmichael Road right-of-way is privately owned, and that King County does not own, operate or maintain the subject bridge.
- r The permittee must remove the structures/improvements if/when the quarry ceases operations.
- s King County reserves the right to set additional terms as unforeseen conditions may warrant

**15L INSURANCE:**

1. **Minimum Scope and Limits of Insurance** - Minimum Scope and Limits of Insurance  
Coverage shall be at least as broad as:

**General Liability:**

Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

**AUTOMOBILE LIABILITY:** Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.

**WORKERS COMPENSATION:** Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;

**EMPLOYERS LIABILITY or "Stop-Gap":** The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$1,000,000.

2. **Deductibles and Self-Insured Retentions** - The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.
3. **Other Insurance Provisions** - The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions
  - a. All Liability policies except Workers Compensation:
    1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.
    2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.
    3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
  - b. All Policies:

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.
4. **Acceptability of Insurers** - Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
5. **Verification of Coverage** - The permittee shall furnish the King County Real Property Division with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
6. **Municipal or State Agency Provision** - If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.
7. **Insurance** - By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverage's: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."





APPLICATION FOR SPECIAL USE PERMIT

SEP 10 2018  
Received FMD/RES

Applicant/organization name: RAGING RIVER QUARRY, LLC

Mailing address: 3132 NE HARRISON ST

City: ISSAQUAH Zip: 98029 Telephone: (Day) 425-445-1189 (Eve) \_\_\_\_\_

E-mail address: JCPMKA@MSN.COM Fax: \_\_\_\_\_

Agent for applicant: SAME

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: (Day) 425-445-1189 (Eve) \_\_\_\_\_

E-mail address: JCPMKA@MSN.COM Fax: \_\_\_\_\_

Location/address of proposed use/alteration (include vicinity map, showing cross-streets): \_\_\_\_\_

32715 CARMICHAEL ROAD AND PRESTON/FALL CITY  
ROAD FALL CITY, WA 98024

Parcel Number: NONE Section: 22 Township: 24 Range: 07E Kroll Page: —

Precise description of proposed use/alteration (Be specific, attach additional pages if necessary)

RETAIN AND MAINTAIN ASSOCIATED QUARRY OPERATING  
FACILITIES WITHIN THE ROW.

Proposed start date and end date of project: Begin EXISTING End UNKNOWN

☒ Public ☐ Private Is the proposed use/alteration for public or private purposes?

☒ Yes ☐ No Is the proposed use/alteration for commercial purposes?

☒ Yes ☐ No Does the proposed use/alteration provide a mutual benefit for King County?

If yes, please explain. SUPPORT QUARRY OPERATIONS WITH  
OFFICE AND SCAVING OF TRUCKS AND QUARRY  
OPERATING EQUIPMENT. SINGLE USE-QUARRY ONLY.

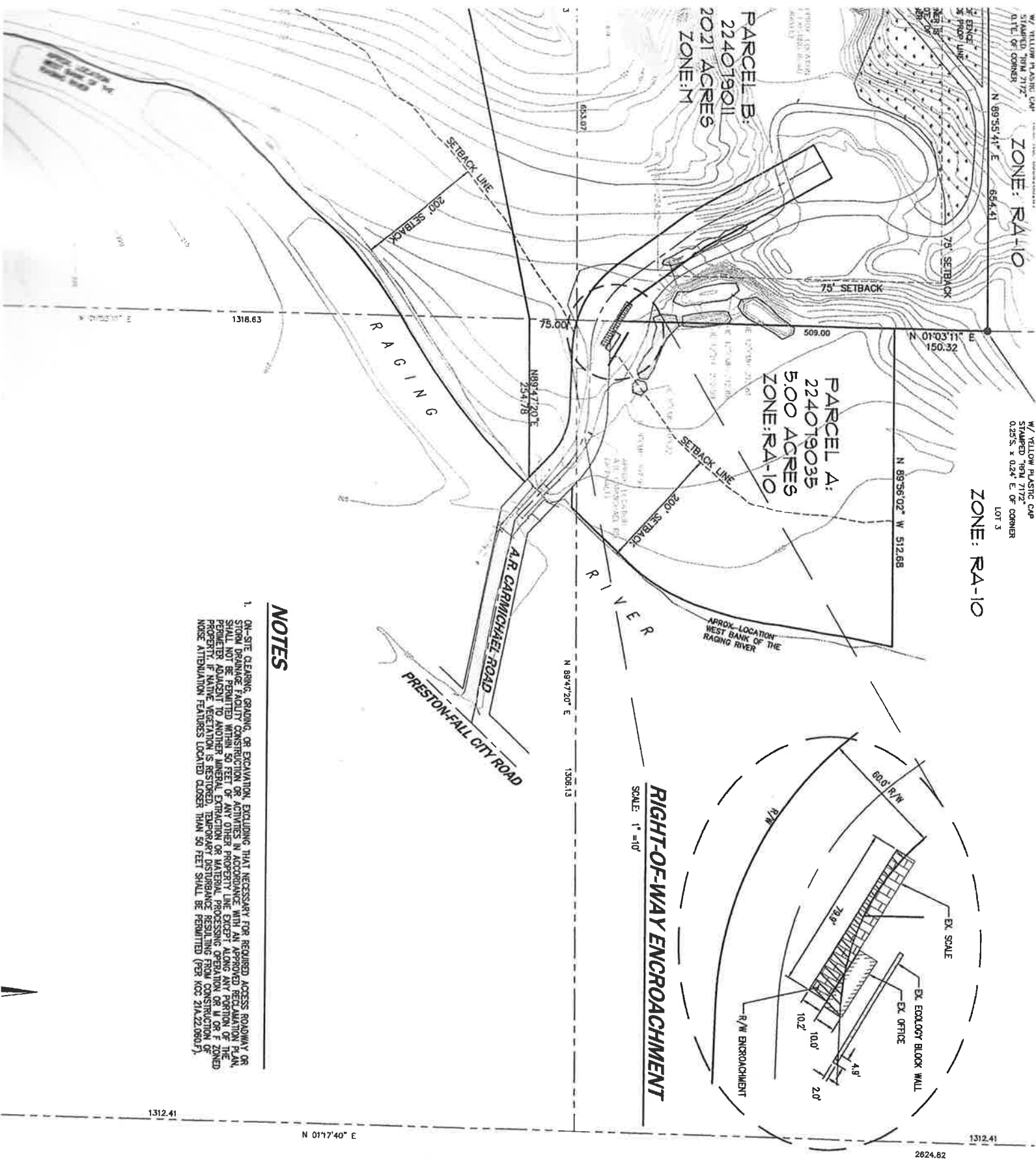
☒ Yes ☐ No Are there any Local, County, State or Federal permit applications pending?

If yes, please list permit or application numbers: KING COUNTY GRADING  
PERMIT GRDE 15-0004

☒ Yes ☐ No Are there any known sensitive areas, drainage features, erosion problems or unique site conditions in or near the proposed use?

If yes, please explain. ROW CROSSES THE RAGING RIVER  
SHORELINE CORRIDOR TO ACCESS EXISTING QUARRY.  
USED AND MAINTAINED BY QUARRY. ESTABLISHED 1934

Signature of Applicant: [Signature] Date: \_\_\_\_\_



**EXISTING CONDITIONS**  
**AGING RIVER QUARRY**  
**AGING RIVER QUARRY, LLC**  
3132 NE HARRISON ST  
ISSAQUAH, WA 98029

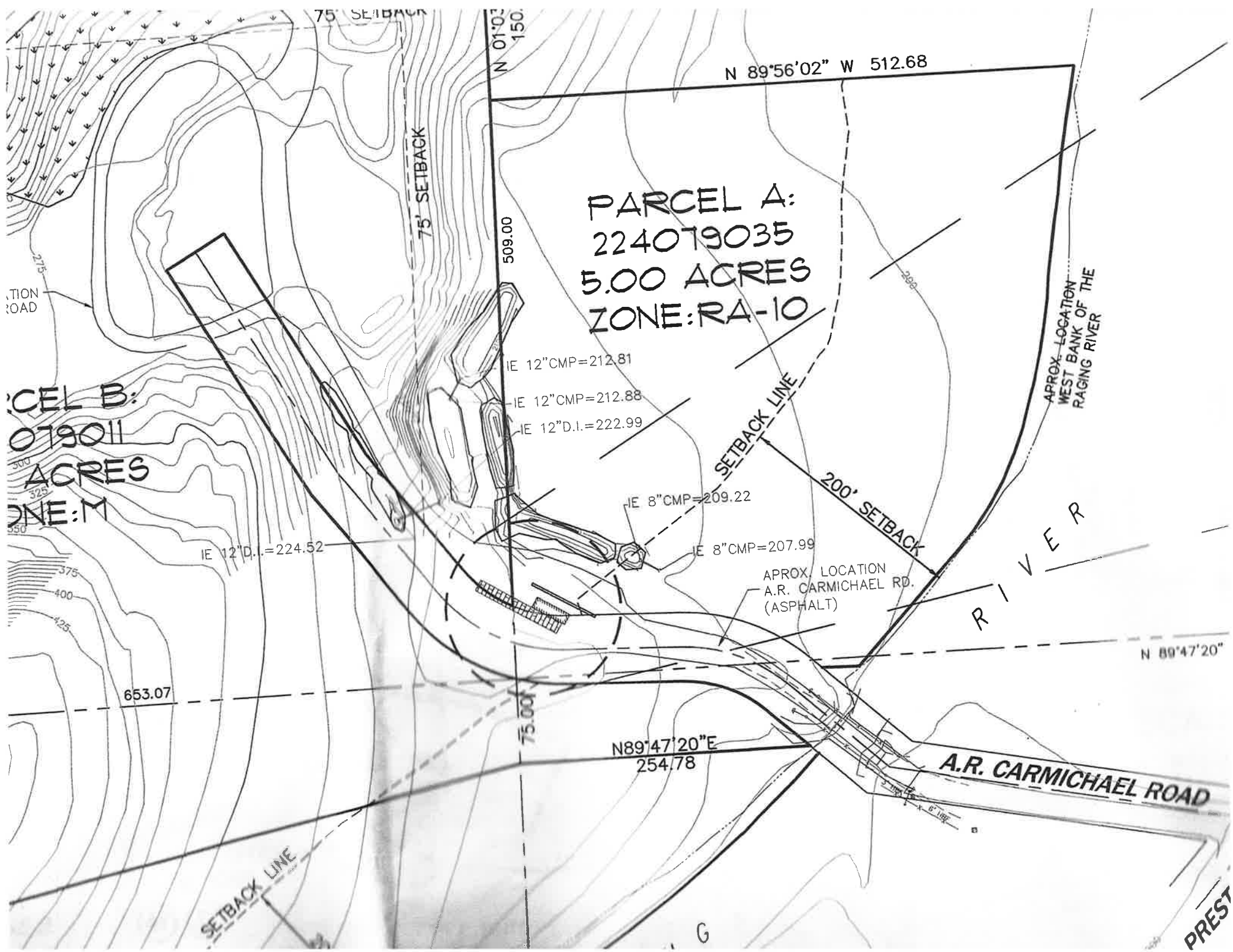
**CORE DESIGN**  
ENGINEERING • PLANNING • SURVEYING

14711 NE 29th Place Suite 101  
Bellevue, Washington 98007  
425.885.7877 Fax 425.885.7963



NO.	REVISIONS	DATE
1	COUNTY COMMENTS, REVISIONS TO PLAN SET	9/2
2	COUNTY COMMENTS, REVISIONS TO PLAN SET	12/1





PARCEL A:  
224079035  
5.00 ACRES  
ZONE: RA-10

PARCEL B:  
079011  
0.79011 ACRES  
ZONE: M

N 89°56'02" W 512.68

N 01°03'15" W 509.00

75' SETBACK

APPROX. LOCATION  
WEST BANK OF THE  
RAGING RIVER

SETBACK LINE

200' SETBACK

R I V E R

APPROX. LOCATION  
A.R. CARMICHAEL RD.  
(ASPHALT)

N 89°47'20" E

N 89°47'20" E  
254.78

A.R. CARMICHAEL ROAD

SETBACK LINE

G

PREST

1 N. R. 7 E. W. M.

SW<sup>4</sup> of SW<sup>4</sup> Sec. 22

Wm M. Carmichael  
(11)

James Bell  
(10)

NW<sup>4</sup> of SW<sup>4</sup> Sec. 22

RIVER

C 40° L  
Δ 41° 00'  
T 53.56  
L 102.50  
R 143.24

C 40° R  
Δ 51° 26'  
T 68.99  
L 128.58  
R 143.24

9+17.81  
Δ 7° 38' R

11+50.00

Sec. 22

WALLACE R. BOHALL CO.  
625 WEST EWING ATwater 2-5351  
SEATTLE 99, WASHINGTON

Commissioner's District No. **3**  
Survey No. **22-24-7-2**

**A.R. CARMICHAEL ROAD**

KING COUNTY ENGINEER'S OFFICE  
THOS. D. HUNT, COUNTY ENGINEER

Scale: Horiz. 1" = 200'  
Vert. 1" = 20'

Sheet 1 of 1 Sheets

Vol. 526

OCT 1934

Made by RHD



# King County iMap



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Date: 8/23/2018

Notes:



 **King County**  
**GIS CENTER**

## Reeck, Amanda

---

**From:** Araki and Priebe <jcpmka@msn.com>  
**Sent:** Tuesday, January 15, 2019 3:13 PM  
**To:** Reeck, Amanda  
**Subject:** ROW Permit  
**Attachments:** pdfshare.pdf

Amanda...

Please find attached our Carmichael Road ROW Permit for your file. John

Sent from [Mail](#) for Windows 10