



## Type F Only - Access Wireless Communication Site Permit

Name and Address of Applicant:	Permit Number		
	SR	MP	L/R
	Region		
	County	Tax Parcel Number	
	Government Lot Number		
Phone	_____ 1/4 of _____ 1/4 of S _____, T _____, R _____		
Legal Property Interest For Site	New Access - Gated and Locked		
Obtained Local Governmental Approval	Number of Towers		

The Applicant, hereinafter referred to as the "PERMIT HOLDER," having applied for a PERMIT to construct/upgrade, use, or maintain an access connection to serve a Wireless Communication site.

- Why? provide the background and history for the access request.
- What other access alternatives have been looked at? Why are those alternatives not feasible?
- What type of impacts to the state highway will the access break create?
- If there are impacts, how will those impacts be mitigated?

The Washington State Department of Transportation or its designee, herein after referred to as the "Department," hereby orders that this PERMIT be granted, subject to the terms and provisions stated upon the General Provisions hereof and Exhibits attached hereto and by this reference made a part hereof:

Exhibit "A" - Special Provisions for Wireless Communication site access, Page(s)

Exhibit "B" - General Permit (Required to construct a new access), Page(s)

This PERMIT shall be void unless the construction of the wireless communication facility is started within 90 days of issuance and completed within 180 days of issuance, unless otherwise provided herein.

**Term** The term of this PERMIT shall be five (5) years, commencing upon execution of this PERMIT by WSDOT (Anniversary Date), and terminating at 11:59 p.m. on the last day of the month in which the sixth (6th) Anniversary Date shall have occurred.

**Renewal** This PERMIT may be renewed by the PERMIT HOLDER for three additional five (5) year periods; (Renewal Period), Provided that, (a) the PERMIT HOLDER is not in default and has not been in default during the term of this PERMIT; (b) there is no public need for the Access; (c) PERMIT HOLDERS's use under this PERMIT does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and/or (d) the terms and conditions of this PERMIT conform to then existing state policies or practice, laws, regulations and contracts, or PERMIT HOLDER is willing to amend this PERMIT to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policy, practice, laws, regulations or contracts and as reflected in a written amendment signed by both parties. PERMIT HOLDER shall give notice of its intent to renew this PERMIT for the Renewal Period at least ninety (90) days prior to the expiration of this PERMIT, or any extension thereof.

Pursuant to WAC 468-58-080, PERMIT HOLDER agrees to pay \$500 annually in compensation for the use of the state owned access rights, at the time of the issuance of this PERMIT and each year thereafter. Failure to pay the annual compensation shall be deemed a default under this PERMIT for which this PERMIT may be canceled. Annual payments are to be made to:

Address:

This PERMIT is accepted and approved by the PERMIT HOLDER subject to the terms and provisions as herein set forth.

PERMIT HOLDER	DEPARTMENT OF TRANSPORTATION
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

### Information Required - All PERMITS

- (1) The following information is required of all applicants for wireless communication site PERMITS. The Department reserves the right to request clarification or additional information during the application review process. Failure to provide the requested information within the time limits specified in the request shall result in cancellation of the PERMIT application.
  - (a) Identification and signature of the applicant. The current complete business names, mailing addresses, and telephone numbers of the property owner(s), the developer(s), the applicant, the transportation and legal consultants representing the applicant (if any), and the local government representative(s) responsible for processing the development's approval shall be provided as part of the application. If the applicant desires to have a representative sign the application, a notarized letter of authorization from the applicant to be provided with the application. When the applicant is a company, corporation, or other public agency, the name, address, and telephone number of the responsible officer shall be furnished.
  - (b) Site plan. The application shall include a plan to scale, or a schematic drawing, showing critical dimensions, the location of the wireless communication site, and the character and extent of site development proposed in relation to the existing or proposed access location(s) and the highway. Minimum information on the plan shall include:
    - (i) Highway information.
      - Posted speed limit.
      - Proof of legal property interest.

- (ii) Connection location information.
  - The proposed wireless communication site access connection milepost and highway engineer's station.
  - Location of the highway centerline with respect to existing and proposed access points.
  - It shall be the responsibility of the applicant to physically identify the location of the proposed wireless communication site access at the proposed site.
- (iii) Connection design information.
  - Proposed connection and approach improvements including its profile approaching the state highway, width, radii, angle to the highway, auxiliary pavement.
  - Existing and proposed grading (or contouring that affects the natural drainage pattern or runoff impacting the state highway and the proposed connection).
- (iv) New access use.
  - For a new wireless communication site access, the access will be gated and locked at all times. The use shall be limited to the permitted wireless communication providers, not for general public usage.
- (v) Joint access use.
  - If the driveway is to serve more than one wireless communication site, the plan shall detail information for all sites using the existing or proposed connection and the application shall include copies of legally enforceable agreements that establish that all property owners agree to joint driveway access usage for each wireless communication site user.
  - Joint access use serving adjoining properties is encouraged on all highways.
- (2) Additional information required:
  - (a) Traffic data and analysis. The following traffic information may be required:
    - (i) Volume and type. Amount and type of traffic that will be generated by the proposed wireless communication site.
    - (ii) Traffic control plan. A traffic control plan conforming to current department standards set forth in the "Manual on Uniform Traffic Control Devices," documenting how the PERMIT HOLDER will provide for safe and efficient movement on the state highway system during the construction of the access.
- (3) Application Submittal:
  - (a) Application submittal. The application shall be submitted to the designated regional Department representative as noted in Special Provision (1). The application shall be properly prepared, clearly completed, and signed. Information on the specific number of copies to be provided and other submittal information is available from the Department representative.
  - (b) Application review, processing, and approval. Upon receipt of the application, the application shall be reviewed consistent with the provisions of this PERMIT. If the Department identifies errors in the application or if additional information is required, the Department will notify the applicant. Applicants must provide such information or correct errors within thirty days of the notification. If the applicant determines that the time to provide additional or corrected information is insufficient, the applicant shall contact the department in writing to request additional time be approved. If the additional or corrected information has not been received by the Department within thirty days or the authorized extension of time, the application will be canceled.
    - (i) Review. Upon timely receipt of ALL required information, the location and design of the access shall be examined for consistency with current department safety and design standards. The review shall also include an analysis of the impact of the site's existing and projected traffic on the operation and safety of the state highway.
    - (ii) Concurrence or denial, notice. If the Department concurs in the location and design of the proposed connection, written notification of that concurrence will be sent to the applicant and to the local governmental land use planning authority having jurisdiction over the development. If the applicant has gone through the voluntary conceptual review process, the written notice of concurrence will indicate whether or not there have been any changes in the number, location, or design of the connection required by the department. No construction may commence on the department's right of way until all necessary Department and local governmental PERMITS are issued in accordance with (c) of this subsection. If the department does not concur in the connection location, quantity, or design, both the applicant and the local governmental land use planning authority having jurisdiction over the development approval shall be notified, in writing, indicating the department's intent to deny the connection as proposed in the application. The written notification shall state the specific reasons for the intent to deny the connection, the process for submitting an amended application. The applicant may submit a revised application within thirty days based on Department comments and concerns as stated in the notification. The submittal of a revised application within thirty days shall not require the payment of any additional application fees. Since the state is the owner of the access right, this PERMIT is not issued pursuant to Chapter 47.50 RCW, and therefore, there is no right to appeal a denial of a Type F approach PERMIT.

- (c) PERMIT issuance. The department shall issue the access PERMIT after review and concurrence that the application and the location and design of the connection comply with the requirements of this chapter, and after either:
- (i) The applicant has received development approval from the appropriate local governmental land use planning authority; or
  - (ii) Other interagency coordination procedures in effect are satisfied for development approval by the local governmental land use planning authority. The Department shall provide the applicant with the connection PERMIT for signature, and the applicant shall sign and return the PERMIT with the first annual compensation payment to the Department within thirty days after the mailing date. If the Department does not receive the signed PERMIT with payment back from the applicant within thirty days after the mailing date or within an agreed upon time, the PERMIT will be void. The PERMIT is not valid and use of or construction on the access cannot begin without a completed PERMIT that is signed by both the Department and the applicant.

### **General Provisions**

1. The PERMIT HOLDER, its successors and assigns, agrees to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the PERMIT HOLDER (its assigns, agents, contractors, licensees, employees) or any person whomsoever, in connection with permit Holder's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the access and right of way or in the exercise of this PERMIT. In case any suit or action is brought against the State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Permit Holder, its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense, including attorneys fees, and satisfy any judgment against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State of Washington's agents or employees and (b) the PERMIT HOLDER or PERMIT HOLDER'S agents, contractors, licensees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the PERMIT HOLDER or the PERMIT HOLDER'S agents or employees.  
The PERMIT HOLDER, for itself, and on behalf of its assigns, agents, licensees, contractors and employees, agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with PERMIT HOLDER'S, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this PERMIT against the State of Washington, its assigns, agents, contractors, or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to PERMIT HOLDER'S access by the State of Washington, its assigns, agents, contractors, or employees.
2. During the progress of the work, such barriers shall be erected and maintained as may be necessary or as may be directed by the Department for the protection of the traveling public; the barriers shall be properly lighted at night.
3. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with travel over said highway.
4. If the work done under this PERMIT interferes in any way with the drainage of the State highway, the PERMIT HOLDER shall wholly and at its own expense make such provision as the Department may direct to take care of said drainage.
5. PERMIT HOLDER hereby authorizes the Department to enter upon its lands where necessary to construct or reconstruct the permitted access connection and/or construct and maintain traffic control devices and appurtenances.
6. The access connection shall be maintained between the right of way line and the shoulder line of said highway, at the sole expense of the PERMIT HOLDER, its heirs, successors, or assigns, in a condition satisfactory to the Department.
7. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the highway and roadside shall be left neat and presentable and satisfactory to the Department.
8. The cost of construction or modification of a connection shall be the responsibility of the PERMIT HOLDER, including the cost of modification of any connection required as a result of changes in property site use in accordance with WAC 468-58-080.
9. The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this PERMIT at any time, said change or removal to be made at the sole expense of the PERMIT HOLDER or its successors and assigns.
10. Existing permitted connections impacted by the Department's work program and which, in the consideration of the Department, necessitate modification, relocation, or replacement in order to meet current Department connection location, quantity, spacing, and design standards, shall be modified, relocated, or replaced in kind by the Department at no cost to the PERMIT HOLDER. The cost of further enhancements or modification to the altered, relocated, or replaced connections desired by the PERMIT HOLDER shall be the responsibility of the PERMIT HOLDER.
11. Termination by WSDOT
  - A. WSDOT may terminate this PERMIT, without penalty or further liability as follows:

- (1) upon fifteen (15) days written notice to PERMIT HOLDER, if PERMIT HOLDER fails to cure a default for payment of amounts due under this PERMIT within that 15-day period;
  - (2) immediately, upon written notice, if WSDOT is required by court order, by legislative action or by a governmental agency having jurisdiction, to take some action which would effectively prohibit PERMIT HOLDER use of the Premises;
  - (3) immediately, upon written notice, if a receiver is appointed to take possession of PERMIT HOLDER's assets, the PERMIT HOLDER makes a general assignment for the benefit of creditors, or the PERMIT HOLDER becomes insolvent or takes or suffers action under the Bankruptcy Act; or
  - (4) upon 180 days notice, unless an emergency exists, as determined by WSDOT, then immediately, if WSDOT determines that it is in the best interest of the state of Washington to terminate this PERMIT.
  - (5) immediately, upon determination that PERMIT HOLDER does not hold a valid legal property interest for the Wireless Communication Site;
  - (6) immediately, upon the unauthorized assignment, transfer, or sublet of this PERMIT.
- B. Waiver or acceptance of any default of the terms of this PERMIT by WSDOT shall not operate as a release of the PERMIT HOLDER's responsibility for any prior or subsequent default.
- C. If PERMIT HOLDER defaults on any provision in this PERMIT, such as, but not limited to, the timely payment of the yearly fee, three times within a three (3) year period, then the third default shall be deemed "non-curable" and this PERMIT may be terminated by WSDOT upon thirty (30) days notice.
12. Termination by PERMIT HOLDER
- A. PERMIT HOLDER may terminate this PERMIT without penalty or further liability, except as otherwise provided herein upon thirty (30) days written notice for any reason within the sole discretion of the PERMIT HOLDER.
- B. All compensation pre-paid for the access by the PERMIT HOLDER prior to the termination date shall be retained by WSDOT; Provided that, PERMIT HOLDER shall be entitled to a pro rata refund of pre-paid compensation in the event WSDOT terminates this PERMIT pursuant to Paragraphs 11. A. (4).
13. All changes, reconstruction, or relocation by the PERMIT HOLDER shall be done in such manner as will cause the least interference with any of the Department's work, and the Department shall in no wise be held liable for any damage to the PERMIT HOLDER by reason of any such work by the Department, its agents or representatives, or by the exercise of any rights by the Department upon state highways.
14. This PERMIT or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting other PERMITS of like or other nature to other public or private companies or individuals, nor shall it prevent the Department from using any of its highways, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
15. Should the Department terminate this PERMIT or any of the provisions thereof, the PERMIT HOLDER shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of termination shall be removed by the Department at the PERMIT HOLDER'S expense. PERMIT HOLDER hereby agrees to pay the Department within 30 days of receiving an invoice for work executed pursuant to this section.
16. It is the responsibility of the applicant or PERMIT HOLDER to obtain any other local PERMITS or other agency approvals that may be required, including satisfaction of all environmental regulations. It is also the responsibility of the PERMIT HOLDER to acquire any property rights necessary to provide continuity from the applicant's wireless communications site to the Department's right-of-way.
- Assignment:** Neither this PERMIT nor any rights created by it may be assigned, sublet, or transferred, except as may be approved in writing by the Department prior to any assignment, sublet, or transfer. Such unauthorized assignment shall not relieve the PERMIT HOLDER from its obligations under this PERMIT, including, but not limited to, annual compensation payment, maintenance, and indemnification.
- Assignment:** Neither this PERMIT nor any rights created by it may be assigned, sublet, or transferred, except as may be approved in writing by the Department prior to any assignment, sublet, or transfer. Such unauthorized assignment shall not relieve the PERMIT HOLDER from its obligations under this PERMIT, including, but not limited to, annual compensation payment, maintenance, and indemnification.
19. This PERMIT is subject to all applicable provisions of 468-58 WAC, Chapter 47.52 RCW, and/or Chapter 47.32 RCW, Chapter 47.44 RCW, and amendments thereto.