



## SAN JUAN COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

135 Rhone Street, PO Box 947, Friday Harbor, WA 98250

(360) 378-2354 | (360) 378-2116

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### Staff Report to the Hearing Examiner Remand of PCUP00-17-0018

**From:** Julie Thompson 

**Date:** September 11, 2017

**Re:** Inter-Island Propane, Tax Parcel Number 271158011

On August 21, 2017, the San Juan County Hearing Examiner remanded the Inter-Island Propane LLC application for a conditional use permit back to DCD and the applicant to further address six specific issues. The application proposed to install and operate a bulk propane storage and distribution facility at 27 Aeroview Lane, Eastsound. These are identified as numbers 2 through 7 of the remand order.

#2. Planning Staff: Addressing CUP criterion 1 (conformance with the regulations of the Unified Development Code), the record did not address SJCC 18.35.080.E, which includes fueling facilities in the list of commercial and industrial uses that require inspections performed by registered environmental health specialist or other professional with appropriate training and experience. *SJCC 18.35.080.E.1(k)*. In order to complete the record, additional information is necessary from Planning Staff about how this regulation applies to the proposed bulk propane facility, and when such inspection(s) is/are required, or why it does not apply if it does not.

*For a bulk fuel facility, the professional with appropriate training and experience to inspect the facility is the San Juan County Fire Marshal who is tasked with administering the County's adopted Fire Code. San Juan County Fire code requires issuance of an operational fire permit for the facility. A fire operational permit requires annual inspection by the San Juan County Fire Marshal. The Fire Marshal recommended a condition of approval that requires the facility to obtain and maintain an operational fire permit.*

#3. Applicant and Planning Staff: Addressing CUP criterion 1 (conformance with the regulations of the unified Development Code), the Code contains development standards applicable to proposed new industrial development detailed at SJCC 18.40.280.A and D. Subsection A.5 states:

Use of a County access road or private road for access to new industrial Development shall be permitted only if the applicant demonstrates that Public health, safety and welfare will be protected, and if traffic and maintenance impacts to the private road are minimized by conditions on the permit.

The record does not contain information about whether there is a property owners' association or private road maintenance agreement with which new commercial uses on Aeorview Lane must comply, or from whom the Applicant must have permission to establish a new commercial use. This information is needed to complete the record. The Staff report did not analyze the application's compliance with this subsection, and no conditions were recommended with respect to maintenance of the private road. Both the Applicant and Planning Staff are required to respond on this topic.

*Staff response: The tax parcel in question is Lot 11 of the Second Alteration of Aeroview, found in Volume 5, page 108, Plats of San Juan County. A copy of the plat map is attached as Exhibit 1. There is a dedication on the plat granting "the lot owners and the affected utility companies a non-exclusive easement over, under and across the road rights-of-way and the utility easements designated,, as a means of ingress and egress and for the location, installation and maintenance of utilities, with the right to make all necessary slopes for cuts and fills upon the lots shown on the plat and also the right to drain all roads and ways over and across any lot where the water might take a natural course after the roads and ways are graded."*

*Restriction 2 on the face of the plat states:*

*"Maintenance of the road and roadside ditches, well or other water source, water distribution system, utilities and any easements serving the lots in this subdivision shall be provided by the maintenance association, of which all property owners within this plat shall be members."*

*Also, page 5 of the Deed of Trust between Inter-Island Propane LLC, San Juan Title LLC, Sharon Aspinwall, Trustee of the Sharon J. Aspinwall 2016 Trust, and David Thompson, Exhibit 2, includes the following language:*

*"Together with and subject to a non-exclusive easement over, under and across the road rights-of-way as a means of ingress and egress and for the location, installation and maintained of utilities as shown on the Plat Map of 'Aeroview Lane' and as granted in the Dedication of Aeroview, a private subdivision."*

*These documents make it clear that use of the road is allowed for the subject property and that the property owner is partly responsible for maintenance of said road.*

The staff report to the Hearing Examiner for the Second Alteration to Aeroview dated April 13, 2001 and included as Exhibit 3, contains condition of approval #13 that states:

*“This subdivision has been approved by the responsible county officials on the premise that each lot will be occupied by a use allowed in the Eastsound Service and Light Industrial district.”*

*When the plat alteration was submitted and reviewed, “light industrial” was a permitted use in Eastsound Service and Light Industrial. Today’s regulations specifically name “bulk fuel storage facilities” as a permitted use in that district. This paragraph appears to approve use of the property as a commercial use. It doesn’t appear that any type of approval from a plat owners group is required as long as the proposed use is allowed.*

#4. Planning Staff: Addressing CUP criterion 1 (conformance with the regulations of the Unified Development Code), SJCC 18.40.280.D.3 states:

No emissions of dust, dirt, odors, smoke, toxic gases or fumes will occur.

Although the Applicant’s materials assert that no odor and only insignificant releases of propane gas (which is flammable) would be experienced off-site, the Staff report is silent as to whether such fumes and odors that could be released under reasonably foreseeable circumstances during normal operations, and in greater quantities in an emergency, would be in conflict with this subsection. Additional Planning Staff analysis is needed on this issue.

*Based on testimony presented at the hearing, the applicant is only proposing that there will be two trucks a day, so during normal operations the possibility of odors off-site is negligible. The equipment is designed so there are no leaks during transfer of product with multiple valves. Even if some gas escaped during a transfer of product it would likely disperse prior to getting to the property lines as the required setback is fifty feet.*

*In the event of an emergency, such as damage to the tank or a fire near the tank, the record does indicate that propane gas could be released in quantities sufficient to cause off-site odors. Generally, this code section has been interpreted to mean that no emissions are allowed as a regular part of the operation because any use can emit odors or toxic gases – for example a burning building housing any allowed or conditional use in the Service Light Industrial designation would emit odors, smoke and toxic gases.*

#5. County Fire Marshal and Orcas Fire Chief: Addressing CUP criterion 3, SJCC 13.08.100 requires “commercial hydrant flow” equaling a quantity of water to provide for a pumping rate of 500 GPM. The County’s hearing examiner is not qualified to determine which fire flow rate is applicable. The County Fire Marshal and Orcas Fire Chief must determine the rate of fire flow that is required for the proposal, and then also how fire protection standards can be shown to satisfied by the Applicant. If the two agencies can reach agreement on the applicable standard,

that would be preferred. Please respond to the comments from Eastsound Water in Exhibit 27(4) and from the Applicant agents in Exhibits 28(1), and 28(3) with regard to the appropriate fire protection standard. Your responses are not limited to the following questions, which are intended as a guide. You may submit additional information from Eastsound Water if needed to support your responses.

- a. Does the proposed bulk propane storage facility have to provide greater fire flow than other commercial uses? If yes, what is the appropriate fire flow rate and based on which standards?
- b. Would the intumescent thermal coating proposed by the Applicant serve to reduce the required fire flow below the higher standard recommended by the Orcas Fire Chief?
- c. Would provision of the intumescent thermal coating prevent the Applicant from having to make physical improvements to the water supply to ensure 500 GPM, for the purpose of County Fire Marshal recommendation of approval?
- d. If the appropriate fire protection standard is the 500 GPM applicable to all commercial uses, would a condition of approval requiring demonstration of 500 GPM fire flow prior to installation of the bulk storage tank be adequate for both fire protection agencies' recommendation for approval?
- e. Do the existing mature trees need to be removed from the perimeter of the property?

*See Exhibit 6.*

#6. County Fire Marshal and Orcas Fire Chief: Addressing CUP criterion 3, are the fire Protection agencies in agreement that the emergency evacuation route depicted in the fire Marshal's post hearing memo (Exhibit 27(2)) adequately addresses requirements for evacuation route? Otherwise, please submit comments indicating what level of evacuation plan is required for the nature of the proposed use, how personnel would be addressed, and whether/how the permit could be conditioned to adequately mitigate impacts on the human environment relating to emergency evacuation.

*See Exhibit 6.*

#7. Planning Staff/Orcas Island Airport: Addressing CUP criteria 3 and 9, it is not clear whether the Orcas Island Airport was notified of the proposal. There is no comment from the airport as to the siting of a nearby bulk propane storage and distribution facility in proximity to the airport and no comment from the airport as to use of the runway for evacuation during an incident at the proposed facility. The record does not include the information of how far the site is from airport property. Comments from the Orcas Island Airport are required, addressing the siting of the proposed facility at the subject property and the use of the airport property during evacuation necessitated by emergency at the facility.

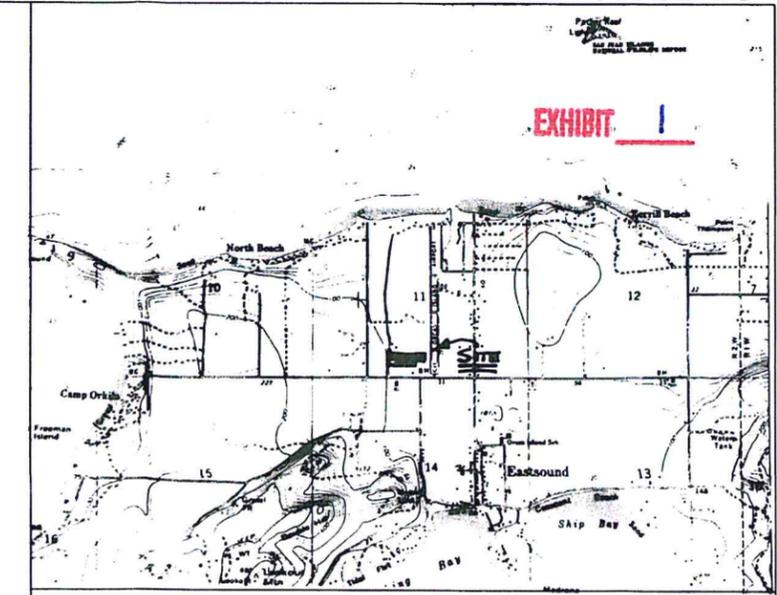
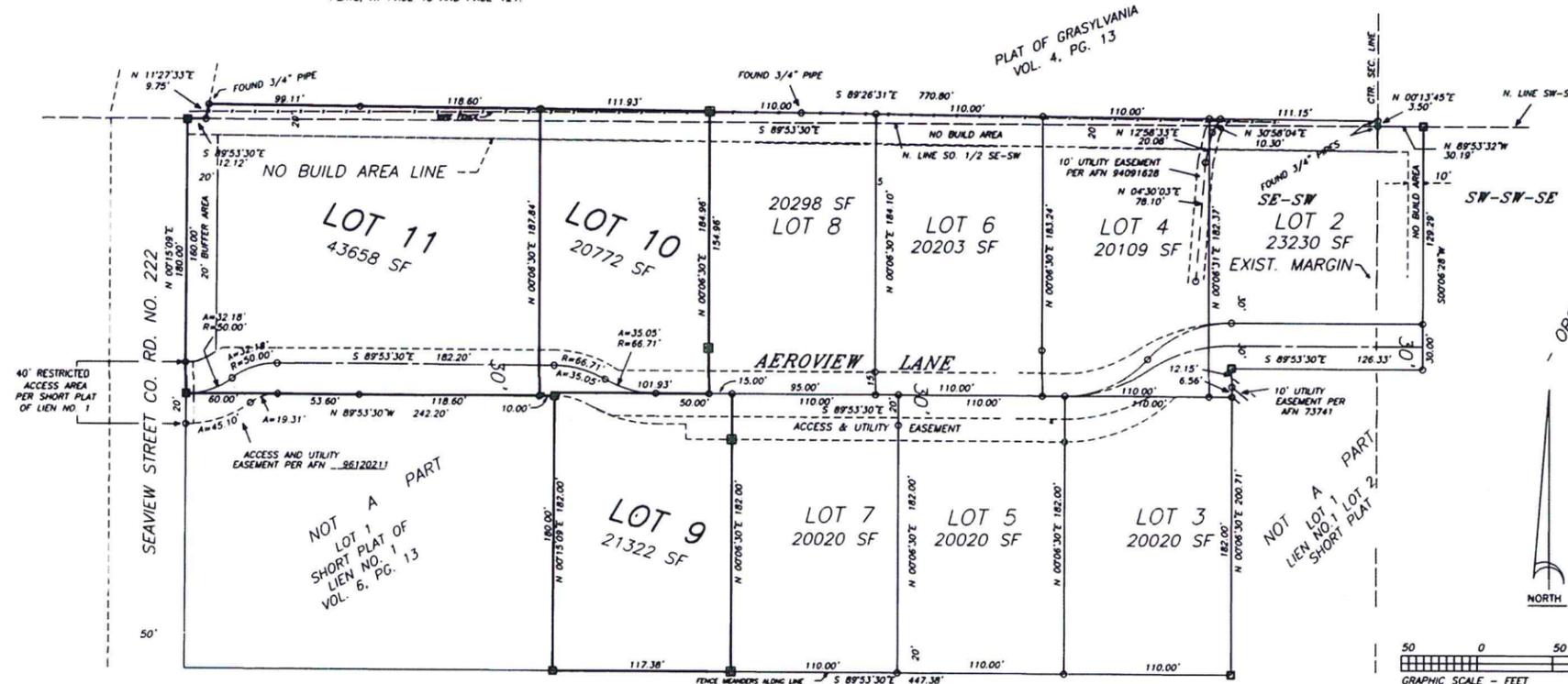
*The eastern edge of the subject parcel is approximately 585 feet from the western edge of the airport property. See Exhibit 4.*

*The Orcas Island Airport Manager, Anthony Simpson, submitted a letter responding to the Remand Order dated September 7, 2017 and attached at Exhibit 5. His letter addressed these issues.*

Exhibit List

1. Second Alteration to Aeroview plat map
2. Deed of Trust between Inter-Island Propane LLC, Sharon Aspinwall, and David Thompson
3. Staff report to the Hearing Examiner dated April 13, 2001, Plat alteration of Lot 9 Aeroview Subdivision
4. Map showing distance from Lot 11 to the airport property
5. Letter from Anthony Simpson, airport manager of Orcas Airport, dated September 7, 2017
6. Response from the County Fire Marshal and Orcas Fire Chief, dated September

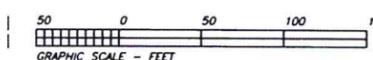
SURVEY NOTE:  
FOR FURTHER INFORMATION SEE SHORT PLATS RECORDED AT VOL. 6 OF SHORT  
PLATS, AT PAGE 13 AND PAGE 121.



VICINITY MAP - NO SCALE

ACKNOWLEDGMENT  
STATE OF WASHINGTON  
JSS  
County of San Juan

This is to certify that on this 23 day of November 2001 before me, the undersigned a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Robert L. Iverson, known to me to be the person whose name is subscribed to the foregoing instrument as a Washington Corporation who executed the foregoing Dedication and acknowledged the said Dedication to be their free and voluntary act and deed for the uses and purposes herein mentioned. Witness my hand and official seal the day and year first above written.  
Notary Public in and for the State of Washington,  
residing at Friday Harbor, WA



- LEGEND
- CONCRETE MONUMENT AS NOTED
  - SET 5/8" REBAR, PLASTIC CAP
  - FOUND 5/8" REBAR, LS 18905 CAP PRIOR PLAT LOT CORNER, LINE POINT
  - SET 2" x 2" WOOD STAKE
  - CALCULATED POINT, NOT SET

LAND DESCRIPTION

LOT 9, PLAT OF THE FIRST ALTERATION TO AEROVIEW, AS SAME IS RECORDED AT VOLUME 5 OF PLATS, PAGE 100, RECORDS OF SAN JUAN COUNTY, WASHINGTON.

THE PURPOSE OF THIS ALTERATION IS TO SUBDIVIDE LOT 9 INTO THREE (3) NEW LOTS, BEING KNOWN AS LOTS 9, 10 AND 11 AS SHOWN HEREON. NO OTHER CHANGES TO THE EXISTING PLAT ARE INTENDED; NO CORNERS WERE SET OR FOUND, EXCEPT AS SHOWN HEREON.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we the undersigned owners of the lands herein plotted of our own free consent and in accordance with our desire, do hereby declare this to be a subdivision and grant to the lot owners and the affected utility companies a non-exclusive easement over, under and across the road rights-of-way and the utility easements designated, as a means of ingress and egress and for the location, installation and maintenance of utilities, with the right to make all necessary slopes for cuts and fills upon the lots shown on the plat and also the right to all roads and ways over and across any lot where the water might take a natural course after the roads and ways are graded.  
ALSO, we grant to the owners of Lot 1, Short Plat of Lien No. 1, as recorded at Volume 6 of Short Plats, Page 13, records of San Juan County, a non-exclusive easement over and across Aeroview Lane, as shown hereon, for the purposes of ingress and egress of a light air craft  
ALSO, we declare that the easements hereby created are privately owned, that the County of San Juan is not responsible for the construction or maintenance of any roads or easements within the plat; and that all persons acquiring property in the subdivision agree to hold said County harmless from all costs of construction and/or maintenance of all roads or easements within the subdivision.  
ALSO, we grant to San Juan County the right to make any necessary cut and fill slopes in the reasonable grading of the adjacent County Road, and to drain surface runoff across any lots where the water might take a natural course.

RMW Associates L.L.C.

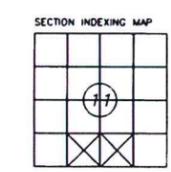
By: [Signature] ITS: [Signature]

SURVEYOR'S CERTIFICATE

This plat correctly represents a survey made by me or under my direction in conformance with the requirements of San Juan County Resolution No. 274-1980, as amended by Resolution No. 222-1981, and the Washington State Survey Recording Act in 2001.  
[Signature] (Surveyor's Signature & Seal)  
18905 (Certificate No.)

PREPARED BY:

JEFFREY A. IVERSON  
REG. LAND SURVEYOR PS  
SUITE 201 A  
THE DESIGN CENTER  
POST OFFICE BOX 842  
FRIDAY HARBOR, WA  
378-4981 FAX 378-6000  
4-14-99  
AUGUST 14, 2001



AUDITOR'S CERTIFICATE  
Filed for record this 23 day of November 2001 at 1:13 P.M. in Volume 5 of Plats, Page(s) 108 at the request of [Signature]  
27 Paul J. F. Ginn 20011108013  
SAN JUAN COUNTY AUDITOR Auditor's File No.

HEALTH DEPARTMENT CERTIFICATE  
Examined and approved this 23 day of Oct. 2001  
[Signature]  
San Juan County Sanitarian

COUNTY ENGINEER'S CERTIFICATE  
Examined and approved this 23 day of Oct. 2001  
[Signature]  
San Juan County Engineer

BOARD OF COUNTY COMMISSIONERS' CERTIFICATE  
Examined and approved this 23 day of Nov. 2001  
[Signature]  
Chairman, Board of County Commissioners  
Attest: [Signature]  
Clerk of the Board

TREASURER'S CERTIFICATE  
All taxes levied for the current year, 2001, and any delinquent taxes which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office, if any penalty fees are due upon the provisions of the Open Space Law (Chapter 84.34 RCW), this does not guarantee that they have been paid.  
[Signature]  
SAN JUAN COUNTY TREASURER Date: 11/23/01

ADMINISTRATOR'S CERTIFICATE  
This plat conforms to the requirements established by San Juan County Resolution No. 274-1980 as amended by Ordinance No. 222-1981. It has been examined by the County Engineer for compliance with survey and roadway requirements and by the County Sanitarian for compliance with water supply and sewage disposal requirements. Their written approvals of approval are on file in the San Juan County Planning Department Permit Center.  
[Signature]  
ADMINISTRATOR OF PLATS / PERMIT CENTER DIRECTOR  
11/23/01  
Date

NOTE: The original statement of disclosure for this subdivision has been recorded in the San Juan County Auditor's office under File No. J.177987-5014 and may be examined upon request.

SECOND ALTERATION TO  
- AEROVIEW -  
A PRIVATE SUBDIVISION  
IN PTNS. OF SW1/4 AND SE1/4 OF SEC. 11, T.37N., R.2W., WM  
ORCAS ISLAND, WASHINGTON

San Juan County, WA 2017-0801003  
F. Milene Henley, Auditor 08/01/2017 11:53 AM  
D/T  
Pgs=5 KIRAS Total:\$79.00



Recorded at the request of:  
SAN JUAN TITLE EXHIBIT 2

When recorded return to:

San Juan Title LLC  
P.O. Box 29  
Eastsound, WA 98245

Filed for Record at Request of  
San Juan Title, LLC  
Escrow Number: 04S-10846-JS

### DEED OF TRUST

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 21st day of July, 2017 between Inter Island Propane, LLC a Washington Limited Liability Company, GRANTOR , whose address is P.O. Box 222 , Friday Harbor, WA 98250-0222, San Juan Title, LLC, TRUSTEE, whose address is 531 Fern Street , Eastsound, WA 98245 and Sharon J. Aspinwall, Trustee of the Sharon J. Aspinwall 2016 Trust, dated January 18, 2016, and David C. Thompson, an unmarried man BENEFICIARY, whose address is 27 Aeroview Lane , Eastsound, WA 98245.

WITNESSETH: Grantor(s) hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in San Juan County, Washington:

Abbreviated Legal: Lot 11, Second Alteration to Aeroview

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): 271158011000

which real property is not used principally for agricultural purposes or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 Dollars (\$115,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor , or any of the Grantor ' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on August 1, 2032.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary). The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

\_\_\_\_\_  
Grantor (Initials)

\_\_\_\_\_  
Beneficiary (Initials)

8. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

\_\_\_\_\_  
Grantor (Initials)

\_\_\_\_\_  
Beneficiary (Initials)

Debtor's initials 

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Debtor's initials

JSP  
DG.

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

- a.  None
- b.  As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: July 21, 2017

Inter Island Propane LLC, a Washington Limited Liability Company

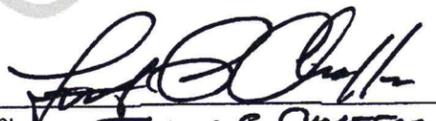
By:  By:   
 By: Donald Albert Galt, Member By: Jimmie R. Lawson III, Member

State of Washington }  
 County of San Juan } ss.

I certify that I know or have satisfactory Evidence that Donald Albert Galt and Jimmie R. Lawson III are the persons who appeared before me, and said persons acknowledge that they signed this instrument, on oath state that they are the Members of Inter Island Propane, a Washington Limited Liability Company to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated: 7/27/2017, 2017



  
 Print Name: FRANK G CHAFFEE  
 Notary Public in and for the State of: WA  
 Residing at: Friday Harbor  
 My appointment expires: 5/29/19

Debtor's initials DS  
D.R.

**Exhibit "A"**

Lot 11, Second Alteration to Aeroview, a private subdivision according to the Plat thereof, recorded in Volume 5 of Plats, at page 108 in the office of Auditor of San Juan County, Washington.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement over, under and across the road rights-of-way as a means of ingress and egress and for the location, installation and maintained of utilities as shown on the Plat Map of 'Aeroview Lane' and as granted in the Dedication of Aeroview, a private subdivision.

Situate in San Juan County, Washington

Unofficial  
Copy



**SAN JUAN COUNTY**  
**Permit Center**

**EXHIBIT 3**

135 Rhone Street • P.O. Box 947 • Friday Harbor, Washington 98250  
(360) 378-2354 • (360) 378-2116 • FAX (360) 378-3922  
permits@co.san-juan.wa.us • www.co.san-juan.wa.us

**STAFF REPORT**

**REPORT DATE:** 4/13/01    **HEARING DATE:** 4/27/01,  
10 am, Odd Fellows Hall, Eastsound

**TO:** Hearing Examiner  
**FROM:** Lee McEnery  
**RE:** Plat alteration for redivision of Lot 9 Aeroview long subdivision, 00ALT010  
**APPLICANT:** RMW Associates, Bob Waunch, PO Box 209, Eastsound, WA 98245  
**SUBMITTED:** 11/13/00

**DESIGNATION and DENSITY:** Eastsound Service and Light Industrial  
**LOCATION:** Tax parcel 271158009, Lot 9 of Aeroview long subdivision

**RECOMMENDATION:** Approval

**APPLICABLE POLICIES AND REGULATIONS:**

San Juan County Comprehensive Plan  
San Juan County Uniform Development Code  
    Section 6    Development Standards  
    Section 7    Land Divisions  
    Section 8    Application, Notice, Review and Appeal Requirements

San Juan County Code  
13.04 Sewer Service Systems  
13.06 Water Wells and Water Systems  
13.08 Fire Code  
16.55 Eastsound Subarea Plan

**FINDINGS:**

1. The subdivision is proposed to divide Lot 9 of Aeroview long subdivision into 3 lots. The subject property was divided by long subdivision less than 5 years ago. At that time, the applicant was unable to obtain additional water system hookups. Water has since become available.
2. The Eastsound Service and Light Industrial district has a minimum lot size of 20,000 square feet. The lots meet this standard.

3. The lower portion of the site is occupied by 3 aircraft hangars (on proposed lots 9 and 10). The upper portion of the site is vacant (proposed lot 11).
3. Adequate potable water is proposed to be supplied by the Eastsound Water Users Association which has guaranteed 4 memberships.
4. Sewage disposal for each proposed lot will be provided by Eastsound Sewer.
5. Public Works reviewed and approved the existing drainage plan.
6. Fire protection was required for the previous divisions and is in place (SJCC 13.08).
7. Residential development is prohibited except as an accessory to a commercial or industrial use and located within a commercial or industrial building (SJCC 16.55.230D5).
8. Setbacks will be as specified in the Eastsound Subarea Plan for the Service and Light Industrial district and should be shown on the plat.  
 Minimum setbacks  
     Rear and Side 10'  
     Public road 40' from centerline  
 Maximum building dimensions  
     Height 32'  
     Coverage 60%  
 Minimum open space or landscaped areas 5%  
 Maximum impervious surface according to drainage plan
9. A determination of non-significance was issued 12/27/00. (SJCC 16.24).

**UDC FINDINGS**

10. The proposal is consistent with the allowable density.
11. Notice of the application was properly published, posted and mailed. Notice of the public hearing was properly published.
12. Subdivision design and development standards have been met because the proposal water supplies are adequate; sewage disposal will be available;

Individual lots are not divided by roads; density, dimension, and open space standards can be met;

13. A drainage analysis has been performed in conformance with Section 6.7.
14. Health Standards can be met because the water supply is consistent with SJCC 13.06, sewage disposal is consistent with SJCC 13.04, stormwater flows will not impact critical aquifer recharge areas and fire and utility standards are consistent with SJCC 13.08.
15. The proposal meets the concurrency requirements of the UDC.
16. A road conforming to the road standards serves the division.
17. The proposal is consistent with the applicable provisions of the Eastsound Subarea Plan because:
  - a. It is consistent with the purpose, vehicular circulation policies, street development standards, pedestrian policies, and parking policies (SJCC 16.55.130, Transportation).
  - b. It is consistent with the purpose, it is an allowable use, meets minimum lot size standards and is consistent with site development standards (SJCC 230 Service Industrial District

**CONCLUSIONS:**

1. The proposed plat alteration is consistent with the applicable provisions of the Uniform Development Code and the Eastsound Subarea Plan.
2. Based on the analysis contained herein and the above findings, the Permit Center concludes that the proposed plat alteration is consistent with all applicable policies and regulations and should be approved as conditioned in the recommendation section of this report.

**RECOMMENDATION:**

Based on the above findings and conclusions staff recommends approval of the alteration of Lot 9 Aeroview long subdivision, pursuant to the below listed conditions:

1. This approval allows the division of Lot 9 into 3 lots according to the approved attached map. All restrictions shown on the Aeroview subdivision shall also be shown on this alteration, unless modified by the following conditions.
2. Maintenance of the roads, well or other water source, water distribution system, utilities and any commonly held areas shall be through provision of a maintenance agreement submitted to and approved by the Permit Center, then recorded with the final plat approval. All plat property owners shall participate in the agreement.
3. Grass or other appropriate vegetation shall be established in the roadside ditches prior to application for final plat approval, to provide bio-filtration of stormwater runoff.
4. Drainage from roads shall be controlled using best management practices provided in Section 6.7 of the UDC and in the Stormwater Management Manual for the Puget Sound Basin.
5. All lots shall be served by the Eastsound water system, Written guarantee of connection shall be provided prior to final plat approval. An easement for utilities shall be drawn on the final plat.
6. The proposal must meet the fire protection improvement standards contained in SJCC 13.08. Fire hydrants shall be installed so that the distance between them shall not exceed 800 road feet. The hydrant shall provide 500 gallons per minute for 20 minutes. Prior to final plat approval, the required hydrants shall be installed, inspected and approved by the Fire Marshal, or a variance shall be obtained.
7. All survey standards and requirements shall be complied with pursuant to Section 7.7.
8. Building setbacks shall be as specified in SJCC 16.55.230.

**The following conditions shall be shown as restrictions on the face of the plat, in addition to those restrictions and dedications required by UDC 7.7:**

9. The approved water source for the lots within this subdivision shall be the Eastsound water system. If in the future another source of water is desired for

any or all of the lots within the subdivision, the source shall be approved by Health and Community Services for quality and quantity.

10. Best management practices for controlling erosion and sedimentation shall be used during construction of all roads and structures.
11. All utilities shall be placed underground.
12. All disturbed areas shall be restored to project configurations, replanted with local vegetation, and the vegetation maintained until it is firmly established.
13. This subdivision has been approved by the responsible county officials on the premise that each lot will be occupied by a use allowed in the Eastsound Service and Light Industrial district. No lot shall be otherwise occupied unless the owner can first demonstrate to the County's satisfaction that the provisions for water supply, sewage disposal, circulation, lot size and related planning consideration are adequate to serve the proposed use. Compliance with this provision shall be effected by written application to the subdivision Administrator who shall be responsible for coordinating the review of such requests and for making the required determination.
14. Maintenance of the road in this subdivision is shared equally by the lot owners.
15. There may be additional private conditions, covenants or restriction in addition to those shown on the face of this plat. Such private conditions may not be shown on plats. Any private deed restrictions are supplemental to the requirements of this Code. The County shall not be party to any private restrictions.
16. If during excavation or development of the site an area of potential archaeological significance is uncovered, all activity in the immediate vicinity of the find must be halted immediately, and the Administrator must be notified at once.

**ATTACHMENTS**

Application materials





147 Schoen Lane POB 53  
Eastsound WA 98245-0053  
360.376.5285 360.376.6062(F)  
orcasaairport@rockisland.com  
www.portoforcas.com

September 7, 2017

Ms. Julie Thompson  
San Juan County Community Development  
135 Rhone St  
Friday Harbor, WA 98250

S.J.C. DEPARTMENT OF  
SEP 08 2017  
COMMUNITY DEVELOPMENT

Re: PCUP000-17-0018 Remand Order

Dear Ms. Thompson,

As originally conveyed via email on July 27, 2017 after the hearing, I am writing to submit our possible concerns regarding the installation of a large Propane Tank on the corner of Seaview and Aeroview Streets in Eastsound.

As I noted in that original and subsequent emails, I was aware of the CUP application because I noted signage on the property and I receive weekly notification by email of all notices sent to the newspapers. We were not notified as an adjacent landowner. In aeronautical terms, this property is proximate to the airport, as is any property that is within the Orcas Island Airport Overlay District.

We have four possible concerns about a CUP for this facility:

1. If it is determined that a second route of ingress or evacuation is required, I do not consent to that planned route to be over airport property. Certainly, in an unforeseen emergency, such as an overturned delivery truck, we would assist our neighbors as needed, but we are not granting an a priori easement to the fire department or our neighbors to ingress or egress across Port property.
2. Based on the Initial Withdrawal distance required by the Emergency Response Guide (ERG), a leak would close the airport. The Fire Department does not have the personnel or equipment to reduce that withdrawal distance in a timely manner. Without detection equipment and monitoring to permit reduction of the withdrawal distance, any leak has the potential to shut down an essential public facility for an extended period of time. That facility is possibly where mutual aid to mitigate an emergency would most quickly gain access to the island.
3. Leak detection and notification of the airport needs to be virtually instantaneous and automatic to shut down the airport in a timely manner. I.e., the combined risk of a leak and proximity to the airport does not suggest that waiting for a 3rd party report of propane smell to 911, then page out of OIFR, then manual evacuation is sufficiently timely.
4. The residential density limitations surrounding the airport in the airport overlay district are intended to reduce the risk of an airplane crash into a residential

structure as a surrogate to reducing the life-safety risk to residents based on the statistical rate and location of crashes around airports. Those residential density restrictions were not designed to account for placement of additional, higher-risk hazards. The placement of bulk fuel tank in that area should be viewed as effectively increasing the residential density from a risk perspective. That is, a crash that avoids a house may have to hit the fuel tank or vice versa.

I am also disappointed that the fire marshal made an additional recommendation of "a fire suppression system to apply water to cool the container in the event of fire," but the staff report did not endorse that recommendation (i.e. omitted it).

As I said to you on the phone in July, I was not at the hearing because I did not think I had any primary concerns, but in light of the remand and remarks above, I think my four concerns and additional consideration to a fire suppression system are germane.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Simpson", followed by a long horizontal line extending to the right.

Anthony Simpson  
Airport Manager



## SAN JUAN COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

135 Rhone Street, PO Box 947, Friday Harbor, WA 98250  
(360) 378-2354 | (360) 378-2116  
dcd@sanjuanco.com | www.sanjuanco.com

EXHIBIT 6

September 11, 2017

To: Julie Thompson

Re: Interisland Propane Remand Order

SJCC 13.08.100 dictates that the fire flow for commercial properties is 500 gallons per minute (gpm) for 1 hour of time. That being said, the calculations by Fire Chief Williams of up to 1000 gpm are accurate from a worst case scenario/maximum use from a firefighting operations standpoint. The comments in my previous memorandum articulated the requirements of the San Juan County code as my sole guidance and did not include analysis or comments related to the operations level work of Orcas Island Fire and Rescue.

With that context articulated above, the following are the responses to the remand order:

- a) Per SJCC 13.08, the plant has no requirement for higher flow, except as may be necessary meet the Conditional Use Permit criteria. Adequate fire flow for firefighting operations have been submitted in earlier correspondence by Fire Chief Williams and those operations level numbers can be supported as necessary in the event of an emergency.
- b) Intumescent thermal coating requires more research to address this point
- c) Intumescent coating, if found to affect the fire flow in a positive fashion, will never reduce the fire flow gallon requirement below established county standard of 500 gpm.
- d) Demonstration of 500 gpm fire flow for 60 minutes should be a condition of approval for this installation. Furthermore, analysis of the fire flow capacity from multiple hydrants in the area (Mt. Baker Rd, Seaview, and Aeroview) should be required to be submitted to the San Juan County Fire Marshal's office as well as Orcas Island Fire and Rescue with the required fire operation permit application. The purpose of the analysis is to determine whether or not utilizing multiple hydrants in this area will add gpm, or merely alter where the fire flow comes from. Example: turning on hydrants on Mt. Baker road will negatively affect the fire flow of the hydrant to be installed on Seaview.
- e) It is my understanding that the recommendation by Chief Williams' request is that he is concerned about tree heights at the edge of the property being such that they may fall and land upon the proposed propane equipment. I understand that the trees are also a component of the applicant's screening plan. This can be addressed by a condition that requires no vegetation within 50 feet of the propane tank, and limiting all vegetation in the landscape buffer to 50 feet in height. Fifty feet is the required setback from the tank to other structures.

Regarding CUP criterion 3:

The submitted route was designed as an emergency route that could be utilized in a worst case scenario situation. The route is not a pathway endorsed by the airport and the fact remains that the only public way egress from the proposed site is via Seaview St. With regards to the evacuation planning, I leave that up to the discretion of the Fire Chief as the head of response operations for the department. I will offer that options that could be called fire service best practices include: shelter in place and evacuation of perimeters of varying size depending on the amount of product spilled and the densities of said product within the atmosphere adjacent to the spill as well as weather patterns that could affect the response.

Best,  
Richard J. Myers Jr.  
Fire Marshal  
San Juan County