



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways**

Office of the District Engineer/Manager

District Five

Post Office Box 99 · Burlington, West Virginia 26710-0099 · (304) 289-3521

**Alanna J. Keller, P.E.**

**Deputy Secretary of Transportation  
Deputy Commissioner of Highways**

**Jimmy Wriston, P. E.**

**Secretary of Transportation  
Commissioner of Highways**

**March 13, 2023**

**Transfer Letter**

**Permit # 05-2023-0746**

**Permit # 05-2023-0747**

**Permit # 05-2023-0748**

James S. Robertson  
27 West Shore Road  
Belvedere CA 94920

This is to acknowledge the transfer for Encroachment Permits 05-2023-0746, 05-2023-0747, 05-2023-0748. The original permit was in the name of Atel Growth Capital and will be changed to James S. Robertson. Should this parcel be developed commercially, subdivided, or be located within a subdivision with internal access, the Applicants shall apply for a new permit to fit altered conditions. A copy of this letter will be placed in the original permit file to serve as an addendum. Should you have any questions or need additional information, please contact me at 681-320-2039 or [Joshua.l.leatherman@wv.gov](mailto:Joshua.l.leatherman@wv.gov)

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua L. Leatherman".

**Joshua L. Leatherman**  
**TRETSR, Permit Reviewer**

cc: Permit File



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Alanna J. Keller, P.E.  
Deputy Secretary of Transportation  
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Jimmy Wriston, P. E.  
Secretary of Transportation  
Commissioner of Highways

October 13, 2023

ATEL Growth Capital  
600 Montgomery Street 9<sup>th</sup> floor  
San Francisco CA 94111

Re: Encroachment Permit  
Berkeley County – WV 115- MP 2.384 & 2.030

Enclosed you will find (3) completed MM-109 Forms for the subject projects. Please sign and return the form to this office (Attn: Joshua Leatherman) for further processing. Once the proper signatures are affixed, a copy of the complete permit will be mailed to you.

If you have any questions, please contact this office at 681-320-2039 or [Joshua.l.leatherman@wv.gov](mailto:Joshua.l.leatherman@wv.gov).

Josh,  
This application will allow parcel 11,0068 0005 0000 (Berkeley County) to be split into three parcels. The buyer of the property will make the final application for the right of way permit.

Sincerely,

Joshua L. Leatherman  
Permit Reviewer

Thanks,  
Jim Robertson (415) 272-6549

*Belvedere*

*27 West Shore Rd*

West Virginia Department of Transportation  
Division of Highways  
Right of Way Entry Permit Application

PERMIT NO. \_\_\_\_\_

By signing below, APPLICANT agrees to all terms and conditions (see page 2) associated with this permit to enter upon, under, over, or across the state road right(s) of way of the State of West Virginia.

*949*

Applicant: ~~A TEL GROWTH CAPITAL~~ *James S. Robertson*

Address: ~~600 MONTGOMERY ST 9TH FLOOR~~ City: SAN FRANCISCO State: CA Zip: 94111

Phone Number: 4154702628 Email: \_\_\_\_\_

Route Type:  US  WV  County Route Number: 115 Milepost 2.384 County: 02 - Berkeley

Interstate  HARP

Latitude/Longitude at/along Roadway (in decimal degrees): 39.41823/-77.93122

Description of Work: To construct and maintain 1-20' residential approach with a 15" CMP and stabilizing with a maximum size of 1 1/2" crusher run stone to a total depth of 6" compacted from the edge of the pavement to the right of way line per attached typical sheet. This work shall be constructed and maintained so that water and debris will not flow or be tracked onto the roadway. Also, should this parcel develop commercially, subdivided, or be located within a subdivision with internal access, this permit will be invalid. Applicant shall apply for a new permit to fit altered conditions.

Length of Installation: \_\_\_\_\_ Estimated Construction Duration: \_\_\_\_\_

DOH Project Number/Name (if applicable): \_\_\_\_\_

Inspection Fees (must check one):

- For any inspection fees incurred under this permit
- At \$0.85 per linear foot of water line installed under this permit
- At \$3.37 per linear foot of sewer line installed under this permit

Applicant: *[Signature]* Applicant Title: Trustee/owner

Applicant Printed Name: James S. Robertson Date: 1/31/24

DOH Reviewer: \_\_\_\_\_ DOH Reviewer Title: Permit Supervisor

DOH Approver: \_\_\_\_\_ DOH Approver Title: District Manager/Engineer

FOR DIVISION USE ONLY

DEPOSIT/BOND REQUIRED:  YES  NO DEPOSIT/BOND AMOUNT: \$ \_\_\_\_\_

Check Attached  Bond Attached  Bond On File BOND NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

INSPECTION:  By Owner/Consultant  By Division  
 Full Time  Part Time  Periodic  
 Reimbursable (Authorization \_\_\_\_\_)  No Cost

10/13/2023

PERMIT ISSUE DATE:

**TERMS AND CONDITIONS**

1. This permit, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation, hereinafter called "DIVISION" and APPLICANT, a person, firm or corporation, listed on page one.
2. In consideration of the conditions hereinafter set forth and in accordance with all state and federal laws, including but not limited to, W. Va. Code §17-2E-1 et seq., §17-4-8, §17-16-6, §17-16-9, §31H-1-1 et seq., and any related rules, regulations, policies, manuals, or guidelines, APPLICANT does hereby apply to enter DIVISION's right(s) of way listed on page one, for the purpose listed in Description of Work on page one.
3. APPLICANT shall deposit with DIVISION an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the issuing of this permit, including any expense incurred in restoring said right(s) of way to original condition or the proper repair of any and all damages arising from, related to, or otherwise connected to said entry.
4. APPLICANT agrees to reimburse DIVISION for inspection costs as listed on page one.
5. **APPLICANT shall notify DIVISION at least 48 hours in advance of the date the work will begin. Failure to comply may result in cancellation of this permit.**
6. APPLICANT shall notify DIVISION upon completion of any work authorized under this permit. If APPLICANT's work is anticipated to extend beyond the estimated construction duration indicated on page one, APPLICANT shall notify the DIVISION as soon as possible. Failure to comply may result in additional charges.
7. APPLICANT agrees to protect all users of the road right(s) of way, as well as all employees and equipment of APPLICANT and DIVISION, at all times in accordance with the current Division of Highways manual, "Manual on Temporary Traffic Control for Streets and Highways" (<https://transportation.wv.gov/highways/traffic/Pages/default.aspx>).
8. APPLICANT agrees to comply with all applicable state and federal laws related to the entry that is the subject of this permit, including but not limited to the requirement to provide DIVISION copies of any NEPA clearance documentation for utility installations along or across the Interstate Highway System and/or controlled-access right(s) of way.
9. The person, firm or corporation to whom a permit is issued agrees to defend, indemnify, and hold the State of West Virginia and DIVISION harmless on account of any damages to persons or property which may arise during the process of the work authorized by this permit or by reason thereof.
10. Applications for permission to perform work within highway right(s) of way shall be made on DIVISION's standard permit form and shall be signed by the authorized representative of the person, firm or corporation applying.
11. The APPLICANT shall give detailed information concerning the nature of the entry and any work to be performed, and the application must include plans sufficient to show the same.
12. Any work authorized under this permit shall be completed on or before one calendar year from the issue date listed on page one, unless otherwise specified or approved by DIVISION.
13. APPLICANT, its agents, successor, heirs or assigns, contractors or any other person, firm or corporation working under APPLICANT's real or apparent authority, shall perform the work in a manner satisfactory to DIVISION. Damage to the right(s) of way resulting at any time from work authorized under this permit shall be repaired by APPLICANT. Unsatisfactory repairs, at the sole discretion of DIVISION, may be corrected by DIVISION or its authorized agent and the cost thereof paid by APPLICANT.
14. DIVISION shall not be liable for any damage or costs incurred by APPLICANT arising from or related to DIVISION's construction or maintenance of DIVISION's facilities.
15. Utility installation(s) shall be in accordance with the current manual, "Accommodation of Utilities on Highway Right of Way" (<https://transportation.wv.gov/highways/right-of-way/Pages/Utility-Publications.aspx>).
16. Driveway construction shall be in accordance with the current manual, "Rules and Regulations for Constructing Driveways on State Highway Rights-of-Way" (<https://transportation.wv.gov/highways/traffic/Pages/default.aspx>).
17. DIVISION reserves the right to cancel this permit at any time.
18. This permit is issued only insofar as DIVISION has a right to do so. APPLICANT has sole responsibility to secure all necessary rights or permissions for any third-party property interests related to the entry, known or unknown. APPLICANT, by signing on page one, hereby warrants that, to the extent its entry onto DIVISION's right(s) of way involves or affects any other entity's property, real or personal, on or within DIVISION's right(s) of way, that APPLICANT has full legal authorization or the legal right to do so. To the fullest extent permitted by law, APPLICANT agrees to defend, indemnify, and hold harmless DIVISION for damage to any persons or property arising from APPLICANT's breach of this representation and warranty.
19. All attachments are incorporated into this permit. To the extent of any conflict, the terms of this permit shall control.
20. APPLICANT agrees to keep any surface facilities installed pursuant to this permit clear of vegetation for so long as APPLICANT's facilities are located on DIVISION's rights of way. APPLICANT agrees to remove promptly any vegetation in, on, or around such facilities that poses a risk or hazard to the safety of the travelling public.