

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL
Regular Business Meeting Agenda
104 Bridge Street S, Orting, WA
August 11th, 2021
7:00 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

You may attend this meeting virtually via the platform Blue Jeans by clicking the following link <https://bluejeans.com/618768891/8613>, by telephone by dialing 1.408.419.1715 – Meeting ID 618 768 891 , or in person at City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and non-vaccinated attendees shall wear a face covering. If you log in at bluejeans.com you will need to enter the meeting ID of 618 768 891, the passcode 8613, and your name.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on August 11, 2021, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

3. PRESENTATION

A. United States Geological Survey (USGS)

4. CLOSED RECORD HEARING

A. AB21-59 - Tahoma Valley Estates Final Plat

Motion: To adopt Resolution No. 2021-08, a resolution of the City of Orting, WA, approving the final plat for Tahoma Valley Estates.

Read the rules for a closed record hearing.

5. CONSENT AGENDA- (Any request for items to be pulled for discussion?)

A. Regular Meeting Minutes of July 21st and July 28th, 2021.

B. Payroll Claims and Warrants.

Motion: To approve consent agenda as prepared.

6. NEW BUSINESS

A. AB21-63 – Appointment of City Clerk

Mayor Penner & Scott Larson

Motion: To confirm the Mayor's appointment of Kim Agfalvi to City Clerk.

B. AB21-58 – Selling of Merchandise in the park

Scott Larson & Charlotte Archer

Motion: to adopt Ordinance 2021-1080; amending Orting Municipal Code 8-6-3 pertaining to the sale of merchandise and refreshments in the park.

C. AB21-64 – Buttes Intertie

Scott Larson & JC Hungerford

Motion: to authorize the Mayor to spend up to \$6000.00 evaluating a proposal from Valley Water for an interconnection between the City and the Buttes water system.

7. EXECUTIVE SESSION

8. ADJOURNMENT

Motion: To adjourn.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Closed record hearing – Tahoma Valley Estates (aka Belfair Estates) Final Plat	AB21-59			
		N/A	7.21.21	8.11.21
	Department:	Planning		
Date Submitted:	8.5.21			
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:				
Submitted By:	Emily Adams (Planner)			
Fiscal Note:				
Attachments: Staff Report and Exhibits, Resolution				
SUMMARY STATEMENT:				
<p>Harman Development LLC and CES NW Inc. has applied for Final Plat Approval of a proposed subdivision located at 619 Harman Way S, Orting, WA 98360, parcel no. 0519322019. The proposal is for development of 32 single-family residential lots (one lot will contain the existing home and barn), a road, two access tracts, an access/ recreation tract, and a private storm tract. City Council approved the Preliminary Plat in February 2017.</p> <p>The Planning Commission held a public hearing on August 2, 2021 and after review of the final plat documents, the staff report, and public comments unanimously recommends approval of the final plat.</p>				
RECOMMENDED MOTION: <u>Motion:</u> To Adopt Resolution No. 2021-08, A Resolution of the City of Orting, WA, approving the Final Plat for Tahoma Valley Estates.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-08**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, APPROVING THE FINAL PLAT FOR THE
PLAT OF TAHOMA VALLEY ESTATES.**

WHEREAS, the Orting City Council approved the preliminary plat for Belfair Estates (now referred to as Tahoma Valley Estates) with conditions on February 22, 2017; and

WHEREAS, on May 24, 2021 property owner Harman Development LLC submitted an application to the City for final plat on the lot located at 619 Harman Way S in the City of Orting, County of Pierce, State of Washington; and

WHEREAS the application was circulated among City staff for review and a Notice of Application was issued on July 12, 2021; and

WHEREAS, the application for final plat has been reviewed pursuant to the criteria for final plat review in Orting Municipal Code (OMC) Title 12, Chapter 6, Section 5 and staff have found the criteria and conditions of preliminary plat approval have been satisfied; and

WHEREAS, in accordance with OMC 15-4-1 the Orting Planning Commission held an open record public hearing on August 2, 2021 and recommended approval of the final plat by a 5-0 vote; and

WHEREAS, Orting City Council held a closed record hearing at its regular meeting on August 11, 2021 and reviewed the final plat application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON AS FOLLOWS:

Section 1. Findings. The City Council hereby finds that the plat of Tahoma Valley Estates (aka Belair Estates) meets the criteria for approval of a final plat application pursuant to the criteria in OMC 12-6-5 and preliminary plat conditions. Attached hereto and incorporated by this reference as Exhibit A is the Staff Report, containing findings of fact that the Council hereby adopts as its additional findings of fact in support of this decision.

Section 2. Authorization. The final plat for Tahoma Valley Estates is approved and the Mayor, City Engineer, City Treasurer, Planning Commission Chair, and City Clerk are hereby authorized to sign the final plat mylar for recording.

Section 3. Corrections. The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, numbering, section/ subsection numbers and any references thereto.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th DAY OF AUGUST, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk

Approved as to form:

Charlotte Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

CLOSED RECORD HEARING RULES

READ PRIOR TO OPENING THE HEARING

- **TONIGHT, WE ARE CONDUCTING A CLOSED RECORD HEARING ON TAHOMA VALLEY ESTATES FINAL PLAT.**

- **BECAUSE THIS IS A CLOSED RECORD HEARING NO COMMENTS WILL BE TAKEN FROM THE GENERAL PUBLIC THOUGH THOSE WITH STANDING MAY PROVIDE COMMENT. THOSE WITH STANDING INCLUDE THE APPLICANT, CITY STAFF AND ANYONE WHO FORMALLY COMMENTED AT THE OPEN PUBLIC HEARING OR VIA A WRITTEN COMMENT PRIOR TO THE HEARING.**

- **THE ORDER OF OPERATIONS IS AS FOLLOWS:**
 - 1. I WILL OPEN THE HEARING AND BEGIN THE RECORDING**

 - 2. I WILL ADMIT THE EXHIBITS INTO THE RECORD.** (Staff Report and Attachments)

 - 3. I WILL SWEAR IN ALL WHO WISH TO SPEAK.** (Raise your right hand, “Do you swear and affirm your testimony today will be the truth?” Indicate by saying yes. Only those who are sworn in may testify.)

 - 4. THE PLANNER WILL BRIEFLY SUMMARIZE THE STAFF REPORT**

 - 5. THE APPLICANT MAY MAKE ANY TESTIMONY**

 - 6. ANYONE WITH STANDING MAY THEN TESTIFY**

 - 7. THE COUNCIL CAN ASK QUESTIONS AND RECEIVE ANSWERS FROM ANY PARTY WITH STANDING**

 - 8. I WILL THEN CLOSE THE HEARING AND THE COUNCIL WILL DELIBERATE**

Deliberations must be focused on the criteria outlined in code which are discussed in the staff report and include:

 - A. Meets Plat Approval Requirements
 - B. Conforms To Preliminary Plat Approval
 - C. Meets Other Applicable Requirements

 - 9. I WILL ENTERTAIN A MOTION**



City Council Staff Report

Project Name: Tahoma Valley Estates (formerly called Belfair Estates) Final Plat

Applicant/Agent: Harman Development LLC/ Craig Deaver, CES NW Inc

Project Address: 619 Harman Way S
Orting, WA 98360

Site Legal Description: 0519322019

Preliminary Plat Application: January 18, 2017

Preliminary Plat Public Hearing: February 6, 2017

Preliminary Plat Approval by City Council: February 22, 2017

Final Plat Application: May 24, 2021

Notice of Application: July 12, 2021

Date of Staff Report: July 14, 2021

Planning Commission Public Hearing: August 2, 2021

City Council Closed Hearing: August 11, 2021

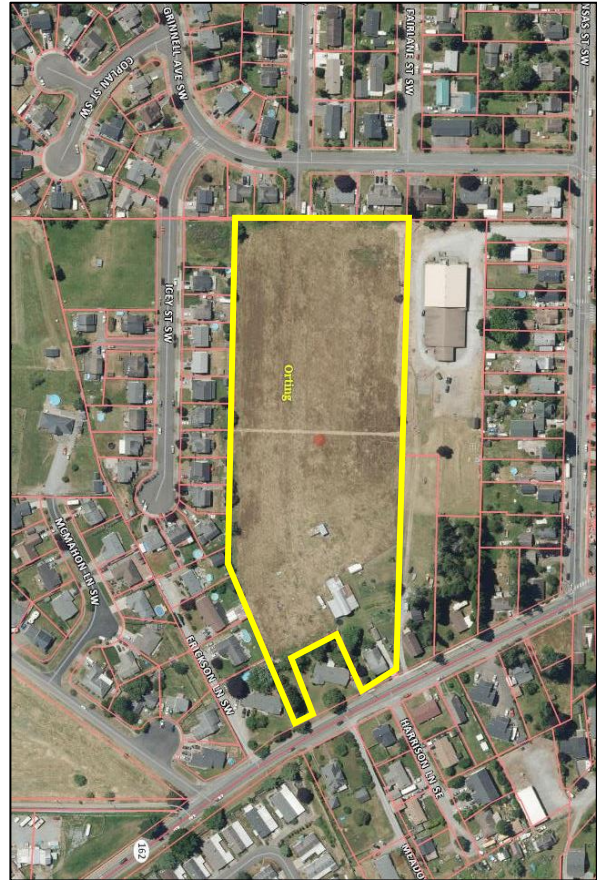


Figure 1.0: Aerial Vicinity Map

City Staff Contacts: Emily Adams, AICP City Planner JC Hungerford, PE City Engineer

Requested Approvals: Final Plat Approval

Staff Recommendation: **Approval**

Public Comment Period: Public comment periods occurred following notice of application from July 12 – July 26, 2021 and notice of public hearing from July 23 – August 2, 2021.

SEPA Determination: The SEPA Responsible Official issued a Determination of Nonsignificance on January 19, 2017 for the Preliminary Plat. No appeal was filed.

Public Notice: Final Plat Application and the Public Hearing were noticed in accordance with OMC 15-7.

- Exhibits:**
1. Staff Report;
 2. Transmittal
 3. Final Subdivision Checklist
 4. Application and Affidavit of Ownership
 5. Final Plat
 6. Title Guarantee
 7. Draft CC&Rs
 8. Lot Closures
 9. Mailing Labels
 10. Pierce County Recording Map Checklist
 11. As-builts (revised 6/21/2021)
 12. Geotech Letter
 13. 25-Year Storm Calculations
 14. Landscaping Plan with proposed revisions
 15. Approval Email from Pierce County
 16. SEPA Determination of Nonsignificance;
 17. Preliminary Plat Staff Report and Planning Commission Recommendation (February 6, 2017);
 18. Notice of Application
 19. Planning Commission Public Hearing Notice
 20. Planning Commission Hearing Notice, published
 21. Comment Received for Public Hearing from Luke Smith
 22. Adopting Resolution

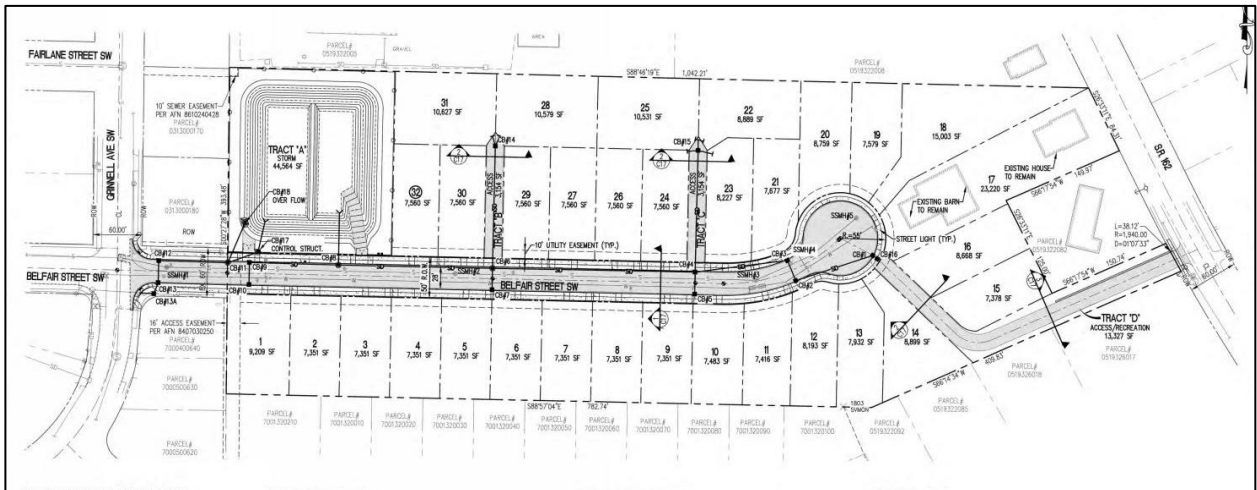


Figure 2.0: Plat

Project Description: The applicant requests final plat approval of the above referenced parcel into 32 single-family residential lots, a public road (Belfair St SW), a storm tract

(Tract A), two private access tracts (Tracts B and C), and a private access/recreation tract (Tract D).

The subject property is 9 .02 acres. The project is located within the Residential – Urban (RU) zoning district. The zoning districts match the Comprehensive Plan Land Use Designations. The proposed lots will be served by an extension of Belfair St SW, which will end in a cul-de-sac with a private access and recreation tract (“D”) that connects to Highway 162. Lots 31 and 28, and 25 and 22 will be accessed by two access tracts (Tracts B and C), respectively. Lots 16 and 15 will be accessed off of Tract D. The existing single-family residence and associated barn will remain as lot 17 and will continue to be accessed from Harman Way S via the existing drive.

The project site is surrounded single-family residential subdivisions. To the north the project shares a boundary line with the Orting Community Baptist Church. All surrounding property is zoned Residential Urban (RU)

Permit History

The City issued a notice of complete application for the preliminary plat on January 18, 2017. A public hearing was held on February 6, 2017 before the planning commission. On February 22, 2017 City Council approved the planning commission recommendation to approve the preliminary plat which included 14 conditions of approval recommended by staff. A minor plat amendment occurred on March 23, 2020 in order to accommodate the stormwater pond while maintaining the approved number of lots.

The City issued a Determination of Non-Significance on January 19, 2017.

Findings of Fact and Conclusions of Law

1. Authority

Pursuant to OMC 15-4-1, Tables 15-4-1 and 15-4-2, Final Plats are Type IV land use decisions determined by the City Council. The Planning Commission holds an open record hearing on a final plat and makes a recommendation to the City Council.

2. Review Criteria

OMC 12-6-5 governs the review criteria for approval of final plats. The review criteria are quoted below in italic and applied through the corresponding conclusions of law.

A. Final Plat Approval Criteria

OMC 12-6-5: Criteria for Approval:

- A. Meets Plat Approval Requirements: Meets all general requirements for plat approval as set forth in chapter 8 of this title;

OMC 12-8-1: General Requirements for Approval of Subdivision:

In addition to the criteria for approval applicable to an individual application, all subdivisions must meet the following general requirements in order to be approved:

- A. Land Use Controls: No subdivision may be approved unless written findings of fact are made that the proposed subdivision or short subdivision is in conformity with any applicable zoning ordinance, comprehensive plan or other existing land use controls.

Staff response: As described the preliminary plat staff report (Ex. 16), and as conditioned, the proposed subdivision is in conformity with all applicable zoning requirements, the Orting Comprehensive Plan and other existing land use controls.

Landscaping will be installed prior to the issuance of certificate of occupancy.

- B. Dedications; Generally:

1. An offer of dedication may include a waiver of right of direct access to any street from any property, and if the dedication is accepted, any such waiver is effective. The city may require such waiver as a condition of approval.
2. Roads not dedicated to the public must be clearly marked "private" on the face of the plat.
3. Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes, as a quitclaim deed to the said donee(s) or grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).
4. If the plat or short plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat or short plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
5. Every plat and short plat containing a dedication filed for record must be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
6. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under Revised Code of Washington 82.02.050 through 82.02.090 shall be required as a condition of subdivision approval. No dedication, provision of public improvements or impact fees imposed under Revised Code of Washington 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property.

Staff response: The roadway will be dedicated to the City. Lots 31 and 28, and 25 and 22 will be accessed by two access tracts (Tracts B and C, respectively). Lots 16 and 15 will be accessed off of Tract D. The stormwater pond will be private (Tract A) and accessed off of Belfair St SW. All other lots and Tracts will be directly accessible from the new road. The private access tracts are not being dedicated; however, the applicant has provided for public access over roads and easements within the plat. The applicant provided a title report demonstrating ownership of the property. The plat will contain the signatures of all those with ownership interest in the property. The applicant has waived all claims for damages, as seen on the face of the plat.

The applicant will pay impact fees for streets in accordance with the City's adopted transportation improvement program, the City's Comprehensive Plan, and OMC Title 15 Chapter 6.

- C. Dedication of Public Park: The planning commission shall recommend naming of streets and parks within proposed subdivisions. If preliminary plats include dedication of land for public parks with areas greater than required for subdivision approval and the proponents request commemorative names, the planning commission shall consider such requests. The city council shall adopt the names as part of final plat approval.

Staff response: As noted in the preliminary plat findings (Ex. 16), the applicant will pay park impact fees pursuant to OMC Title 15-6-7(B) at the time of building permit. The proposal does not include a public or private park dedication.

- D. Release from Damages: The city shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners.

Staff response: No release from damages from other property owners was required or will be required as a condition of approval.

- E. Flood, Inundation or Swamp Conditions: A proposed subdivision may be disapproved because of flood, inundation, or swamp conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat. No plat shall be approved covering any land situated in a floodway as provided in Revised Code of Washington chapter 86.16 without the prior written approval of the state department of ecology.

Staff response: As noted in the preliminary plat findings (Ex. 16), portions of the project site are located within the floodplain and construction and infrastructure elevations were mitigated per City (including Title 14 OMC Flood Control), state and federal guidelines.

- F. Bonds: In lieu of the completion of the actual construction of any required improvements prior to the approval of a short or final plat, the planning commission or city council may accept a bond, approved as to form by the city attorney, in an amount and with surety and conditions satisfactory to it, or other secure method, providing for and securing to the city the actual construction and installation of such improvements within a period specified by the city and expressed in the bonds. In addition, the city may require the posting of a bond securing to the city the successful operation of improvements for up to two (2) years after final approval. All bonded improvements shall be designed and certified by or under the supervision of a registered civil engineer prior to the acceptance of such improvements.

Staff response: All construction has been completed and inspected; maintenance bonds have been received by City staff to ensure the successful operation of improvements for two years after final plat approval.

B. Conforms to Preliminary Plat Approval: Conforms to all terms of the preliminary plat approval; and

1. The applicant shall provide easements for the conveyance of water and storm water through the site as approved by the City Engineer.

Staff response: Appropriate easements have been provided, as seen on the face of the plat, and have been approved by the City Engineer.

2. The applicant shall provide stormwater management analysis and plans consistent with City and State standards during the design phase.

Staff response: Stormwater management analysis and plans have been provided by the applicant consistent with City and State standards and approved by the City Engineer.

3. All erosion control, grading, street improvements, water, sanitary and storm sewer, and other public infrastructure designs shall be reviewed and approved by the City Engineer prior to the start of construction.

Staff response: The City Engineer has approved all erosion control, grading, street improvements, water, sanitary and storm sewer, and other public infrastructure designs. The final grading plan as approved and constructed shall be maintained for the perpetuity of plat unless otherwise approved by the City Engineer. This includes the grading of the individual lots and homesites.

4. Street dedicated to the city shall be a minimum 50' right-of-way with curb, gutter, and sidewalks as specified by the City of Orting development standards.

Staff response: Belfair St SW will be dedicated to the City as a public street and has been constructed to the specified City of Orting development standards.

5. The applicant shall provide traffic signs and street signs per City direction.

Staff response: Traffic signs and street signs have been installed to the City Engineer's and Public Work Director's satisfaction.

6. The applicant shall purchase and install street lights as approved by the City and enter into service and maintenance agreement with Puget Sound Energy. The terms of this agreement

shall be transferred to the City of Orting upon approval of the final plat documents and acceptance of the streets and utilities by bill of sale.

Staff response: *Street lights have been installed as approved by the City, a service and maintenance agreement is in effect.*

7. The applicant shall enter into a Developer Extension Agreement for water, sewer, and storm water utilities subject to approval by the city attorney upon approval of the preliminary plat and prior to review or construction activity associated thereof.

Staff response: *The applicant entered into a developer extension agreement upon approval of the preliminary plat and prior to construction activity.*

8. The applicant shall provide mailboxes or receptacles as specified by the Orting branch of the U.S. Post office prior to final plat approval.

Staff response: *Mailboxes have been installed on site per specifications.*

9. The applicant shall coordinate with all private utilities such as gas, power, phone, cable, etc. and shall complete underground installation thereof prior to final plat approval.

Staff response: *Utility installation has been completed to the City Engineer's satisfaction.*

10. The applicant shall provide a six-foot, solid wood fence along all perimeter property lines. Once the final plat is recorded, ownership, maintenance of said fence(s) shall become the responsibility of the respective lot owner(s).

Staff response: *A six-foot fence meeting these requirements will be installed and is noted on the face of the plat as a requirement under "Planning Department" to ensure long term maintenance of the fence.*

Where the fence is proposed to be located along Lot 17 the fence height must be in accordance with OMC 13-5-1-D(1) and may only be 3-feet in height where located forward of the front wall line of the principal residence and must not provide a site distance hazard.

11. The applicant shall pay all fees, General Facility Charges (GFCs), and any other appropriate charges prior to final plat approval.

Staff response: *All fees will be paid, including fees as determined by the City Treasurer, prior to the final plat be signed by the appropriate parties.*

12. School impact fees shall be paid to the Orting School District prior to issuance of any building permits.

Staff response: *Building permits will not be issued until school impact fees are paid.*

13. Park impact fees shall be paid to the City of Orting prior to issuance of any building permits.

Staff response: *Building permits will not be issued until park impact fees are paid.*

14. Homeowners' association covenants shall be submitted for City review prior to final subdivision approval.

Staff response: Homeowner's association covenants have been included as part of the final plat submittal, see exhibit 7 – CC&Rs.

- C. Meets Other Applicable Requirements: Meets the requirements of Revised Code of Washington chapter 58.17, other applicable State laws, this title, title 9, chapter 4 of this Code, and any other applicable City ordinances which were in effect at the time of preliminary plat approval.

Staff Response: As noted in the preliminary plat findings (Ex. 16), appropriate provisions have been made the public health, safety and general welfare, for open spaces, drainageways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school. Further the preliminary plat findings demonstrate compliance with all applicable City ordinances in effect at the time of preliminary plat approval.

- D. Approval and Inscription: The City Council shall make written findings of fact relating to its decision on the final plat, and if approved, shall suitably inscribe and execute its written approval on the face of the plat.

Public Hearing

A public hearing was held by the Planning Commission on August 2, 2021.

Two citizens spoke at the hearing. The first citizen had concerns regarding the mosquitos around the storm pond. The second citizen had concerns about flooding, erosion control, fencing, and landscaping. Comments were addressed by the City Engineer, City Planner, and applicant's engineer. The landscaping plan will be modified to address applicable comments under a separate process. It is a Type 2 application per OMC 15-4-2 and will be noticed per OMC 15-7-2.

Per the planning commissions request a revision to the Final Plat Approval Criteria, B.10, of the staff report was made to address the fence height along lot 17 to ensure compliance with OMC 13-5-1-D.

Planning Commission Recommendation

Following review of the application materials, the public hearing and deliberation the planning commission **unanimously (6-0) recommends approval** of the final plat.

Staff Recommendation

Based on the Findings of Fact and Conclusions of Law stated above, the Staff recommends **approval** of the proposed final plat with the following condition:

1. Prior to occupancy, the slope stability and erosion of the sidewalk as well as the buffer behind the sidewalk must be addressed to the City Engineer's satisfaction.

Reconsideration

Any party with standing may seek reconsideration of a final decision by filing a written request for reconsideration with the City Administrator within five (5) days of the announcement of the final decision.

Appeal

Appeals from the final decision of the city council, board of appeals, or other city board or body involving this title or titles 12 and 13 of this code and for which all other appeals specifically authorized have been timely exhausted, shall be made to Pierce County superior court within twenty one (21) days of the date the decision or action became final. Notice of the appeal and any other pleadings required to be filed with the court shall be served on the city clerk, administrator, and city attorney within the applicable time period (OMC 15-10-6).

AFTER RECORDING RETURN TO:
D.R. HORTON
11241 SLATER AVE, SUITE 200
KIRKLAND, WA 98033
ATTN: HOA DEPARTMENT

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
TAHOMA VALLEY ESTATES**

Grantor: SSHI LLC, a Delaware limited liability company, dba D.R. Horton

Grantee: Tahoma Valley Estates Homeowners Association, a Washington nonprofit corporation

Abbr. Legal Description: PTN. NW ., SEC 32-19N-5E., W.M., CITY OF ORTING, PIERCE COUNTY, WASHINGTON
(Full Legal on Schedule A)

Assessor s Parcel No.: 0519322019

Documents Referenced: n/a

THE PLAT FOR THIS COMMUNITY WAS FILED WITH THE AUDITOR OF PIERCE COUNTY, WASHINGTON UNDER AUDITOR S FILE NO.

THIS COMMON INTEREST COMMUNITY IS SUBJECT TO THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT (CHAPTER 64.90 RCW)

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SCHEDULES:

- A Description of Real Estate Subject to Declaration
- B Schedule of Maintenance Responsibilities

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
TAHOMA VALLEY ESTATES**

ARTICLE 1 CONSTRUCTION AND VALIDITY OF DECLARATION

Section 1.1 Purpose. Declarant has recorded this Declaration to create a single-family residential community of the real estate described in Schedule A, to enhance the value of the Community, to establish a system for governance of the Community, and to protect the interests of Persons having any right, title or interest to real estate in the Community, pursuant to the CIC Act. This Declaration shall be effective as of the date that it is recorded.

Section 1.2 Construction. The creation and operation of the Community are governed by this Declaration, the Map and the CIC Act. In the event a provision of the Declaration is inconsistent with a provision of the CIC Act, the provisions of the CIC Act will prevail. In the event of a conflict between a provision of this Declaration and the Bylaws, the Declaration will prevail except to the extent the Declaration is inconsistent with the CIC Act. An insignificant failure of the Declaration or the Map, or any amendment thereto, to comply with the CIC Act will not, however, invalidate the creation of the Community, nor will it make unmarketable or otherwise affect the title to a Unit and its Common Ownership Interest.

Section 1.3 Covenants Running with Land. This Declaration shall operate as servitude and shall bind Declarant, the Association, all Owners and any other Persons having any right, title or interest in the real estate subject to this Declaration, or any portion thereof, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

Section 1.4 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision if the remaining provision or provisions comply with the CIC Act.

Section 1.5 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners, Mortgagees or voting power necessary to approve a proposed decision or course of action where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, an Owner shall be deemed a separate Owner for each Unit so owned and a Mortgagee shall be deemed a separate Mortgagee for each first Mortgage so held.

Section 1.6 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association shall be proportionately increased on July 1 of each year by the percentage change in the consumer price index specified in Section 065(2) of the CIC Act.

ARTICLE 2 DEFINITIONS

Section 2.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply. The singular form of words includes the plural and the plural includes the singular. Masculine, feminine and neutral pronouns are used interchangeably.

Allocated Interests means the Common Ownership Interest, if any, as to any Common Elements owned in common by the Unit Owners, the Common Expense Liability and the Voting Interest allocated to each of the Units in the Community. The formulas used to determine the Allocated Interests are set forth in Article 6.

Arbitration Demand is defined in Section 28.1.

Architectural Control Committee or **ACC** means any committee established or designated by the Board for the purpose of carrying out some or all of the Board functions set forth in Article 11.

Articles means Articles of Incorporation for the Association.

Assessments means all sums chargeable by the Association against a Unit, including, without limitation: (a) general and special assessments for Common Expenses; (b) charges and fines imposed by the Association; (c) interest and late charges on any delinquent account; and (d) costs of collection, including reasonable attorneys fees, incurred by the Association in connection with the collection of a delinquent Owner s account.

Association is defined in Section 13.1.

Authorized Users means the agents, servants, Tenants, family members, invitees, and licensees of an Owner who are accorded rights, directly or indirectly, by that Owner to use or access all or a portion of that Owner s Unit and its appurtenant interest in the Common Elements.

Board means the board of directors of the Association, as described in Article 15 and in the Articles and the Bylaws.

Books and Records of the Association means the books and records that the Association is required to maintain pursuant to Section 495 of the CIC Act.

Bylaws means the bylaws of the Association as they may from time to time be amended.

CIC Act means the Washington Uniform Common Interest Ownership Act, Chapter 277, Laws of 2018, codified as chapter 64.90 RCW, as it may be from time to time amended.

City means the City of Orting, Washington.

Common Elements means (i) any real estate, other than a Unit, within the Community that is owned or leased by either (A) by the Association or, (B) in common by the Unit Owners, and (ii) any other interests in real estate for the benefit of any Unit Owners that are subject to this Declaration. The term includes the Limited Common Elements.

Common Expenses means expenditures made by or financial liabilities of the Association, including expenses related to the maintenance, repair and replacement of the Common Elements, allocations to reserves, and expenses related to any utility services provided by or billed through the Association to the Unit Owners. Some Common Expenses are allocated to the Units according to the Common Expense Liability of the Unit. Other Common Expenses are Specially Allocated Expenses.

Common Expense Liability means the liability for Common Expenses (other than Specially Allocated Expenses) allocated to each Unit, as described in Article 6. The Common Expense Liability may change if additional Units are added to the Community.

Common Ownership Interest means the undivided ownership interest in any Common Elements that are owned in common by the Unit Owners, allocated to each Unit, as described in Article 6. The Common Ownership Interest may change if additional Units are added to the Community.

Community or **Property** means the Units and Common Elements created by this Declaration and the Map, as they may be amended.

Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community, or the minimum standards established by the Board pursuant to any Rules adopted by the Board, whichever is the higher standard. Declarant shall establish initially such standard and it may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and desires within the Community change.

Control Termination Date means the date that is the earlier of (i) 60 days after Conveyance of 75% of the Units that may be created in the Community, including Units later created, to Owners other than Declarant, (ii) two years after the last Conveyance or transfer of record of a Unit except as security for a debt, (iii) two years after any Development Right to create Units was last exercised, or (iv) the date on which Declarant records a Record terminating all rights to appoint or remove any director or officer of the Association or any master association or to veto or approve a proposed action of any Board or Association.

Conveyance means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and, with respect to a Unit created from a leasehold estate, a transfer by lease or assignment thereof. Conveyance does not mean a transfer solely as security for a debt or other obligation.

Dealer means a person who, together with such persons affiliates, owns or has a right to acquire six or more units in the Community.

Declarant means SSHI LLC, a Delaware limited liability company (dba DR Horton) and its successors and assigns.

Declaration means this Declaration of Covenants, Conditions, Easements and Restrictions for Tahoma Valley Estates as it may from time to time be amended.

Development Right means any right or combination of rights reserved in this Declaration, or an amendment thereto, for the benefit of Declarant, or its successors or assigns to: (a) add real estate or improvements to the Community; (b) create Units, Common Elements or Limited Common Elements within any real estate initially included or subsequently added to the Community; (c) subdivide or combine Units or convert Units into Common Elements; (d) withdraw real estate from the Community; or (e) reallocate Limited Common Elements with respect to Units that have not been conveyed by Declarant.

Electronic Transmission or **electronically transmitted** means any electronic communication (a) not directly involving the physical transfer of a Record in a Tangible Medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a Tangible Medium by a sender and recipient.

Eligible Mortgagee means an **eligible mortgagee** as defined in the CIC Act.

Entry Monuments means any entry monuments, signs, landscaping, lighting and other improvements, including water and electricity, installed by Declarant or Association to mark an entry to the Community.

Fannie Mae means the Federal National Mortgage Association, a federally chartered corporation.

"Fence Requirements" shall mean the requirements for fences as provided herein, as well as any requirements included within the Rules adopted by the Board.

Fire Lanes means any areas within any public right-of-way, easement or on private property that is designated for the use, travel and parking of fire trucks and other firefighting or emergency equipment.

Foreclosure means a forfeiture or judicial or non-judicial foreclosure of a Mortgage or a deed in lieu thereof.

Freddie Mac means the Federal Home Loan Mortgage Corporation, a federally chartered corporation.

Governing Documents means this Declaration, the Map, and the Articles, Bylaws, and Rules of the Association, as they may be amended from time to time.

Home means a single-family residence, and its associated improvements, located on and within a Unit.

HUD means the United States Department of Housing and Urban Development.

Limited Common Element means a portion of the Common Elements allocated in this Declaration, or by operation of law, for the exclusive use of one or more but fewer than all of the Units.

Managing Agent means the Person, if any, designated by the Board under Section 15.3.

Map or **Plat** means the plat for the Community recorded under Auditor's File Number . The Map includes any recorded amendments, corrections, and addenda thereto.

Mortgage means a recorded mortgage, deed of trust or real estate contract.

Mortgagee means any holder, insurer or guarantor of a Mortgage on a Unit.

Notice and Opportunity to Be Heard means the procedure described in Section 15.10.

Orting Municipal Code or **OMC** means the municipal code for the City of Orting, as it may be from time to time be amended.

Owner or **Unit Owner** means Declarant or other Person who owns a Unit, but does not include any Person who (i) has an interest in a Unit solely as security for an obligation, monetary or regulatory, (ii) is the beneficiary of rights under easements and/or covenants granted by an Owner, or (iii) is an Authorized User.

Person means a natural person, corporation, partnership, limited partnership, trust, governmental agency or other legal entity.

Qualified Financial Institution means a bank, savings association, or credit union whose deposits are insured by the federal government.

RCW means Revised Code of Washington.

Record, when used as a noun, means information inscribed on a Tangible Medium or contained in an Electronic Transmission.

Rules means the rules or regulations adopted by the Association, as they may be amended from time to time.

Special Declarant Rights means all rights identified in ARTICLE 12, together with any right or combination of rights reserved in this Declaration for the benefit of Declarant to: (a) complete improvements indicated on the Map, described in the Declaration or the public offering statements; (b) exercise any Development Rights; (c) maintain sales offices, management offices, signs advertising the Community and models; (d) use easements through the Common Elements for the purpose of making improvements within the Community; (e) make the Community subject to a master association; (f) merge or consolidate the Community with any other community of the same type; (g) appoint or remove any director or officer of the Association or any master association, or veto or approve a proposed action of any Board or Association; (h) control any construction, design review, or aesthetic standards committee or process; (i) attend meetings of the Units Owners and, except during an executive session, the Board; or (j) have access to the records of the Association to the same extent as a Unit Owner.

Specially Allocated Expenses means those Common Expenses described in Section 16.6 of this Declaration.

"Street" shall mean any public or private road, drive lane or driveway lane (if located in a public right of way or Common Elements), alley, or similar place or other thoroughfare either as shown on the Map or Plat of the Property, however designated, or as so used as a part of the Common Elements; but not any access-way designated on the Map or otherwise as a Limited Common Element for the private use between specific Owners.

Street Landscaping means the street trees, grass, landscaping and vegetation (as applicable) located within or along the streets in the Community.

Street Lighting means the lighting for streets within or adjacent to the Community.

Structure means any improvement on any Unit, including without limitation, any Home, building, garage, carport, porch, shed, greenhouse, deck, pool, pool cover, curbing, fence, wall, rockery, antenna, dish or other receiving device.

Tangible Medium means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

Tenant means an occupant of Unit other than the Unit Owner, or its personal guests, family members, care givers or roommates. The term includes renters, lessees, tenants and subtenants.

Tract means any of Tracts A through D identified on the Map.

Transition Date means the date that is (i) 30 days after the Control Termination Date, or (ii) in the absence of a Special Declarant Right to appoint or remove directors and officers or veto or

approve Board or Association actions, 60 days after the Conveyance of 75% of the Units that may be created to Unit Owners other than a Declarant.

Transition Meeting means the Association meeting called after the Transition Date to elect a new Board pursuant to Section 415(4) of the CIC Act.

Unit means a physical portion of the Community designated for separate ownership, the boundaries of which are shown on the Map, as amended. Each lot shown on the Map, as such Map may be amended, is a Unit.

VA means the United States Veterans Administration.

Voting Interest means the proportionate number of votes in the Association allocated to each Unit, as described in Section 6.4. The Voting Interest may change if additional Units are added to the Community.

Yard means the outdoor area within the Unit and includes any fences installed by Declarant or an Owner therein.

Section 2.2 Statutory Definitions. Some of the terms defined above are also defined in the CIC Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the CIC Act. If there is any inconsistency or conflict, the definition in the CIC Act will prevail.

ARTICLE 3 NAME OF COMMUNITY

The name of the Community is Tahoma Valley Estates. The Community is a plat community, as that term is defined in the CIC Act.

ARTICLE 4 DESCRIPTION OF REAL ESTATE AND BUILDINGS

Section 4.1 Description of Real Estate. The real estate subject to this Declaration is described in Schedule A, as such Schedule may be amended consistent with this Declaration and the CIC Act.

ARTICLE 5 DESCRIPTION OF UNITS

Section 5.1 Number and Identification of Units. There are 32 Units in the Community. The location and configuration of each Unit are shown on the Map. Declarant has the right to create a total of 32 Units in the Community.

ARTICLE 6 ALLOCATED INTERESTS

Section 6.1 Allocated Interests.

6.1.1 This Declaration allocates certain interests in the Community to each Unit. Those interests are: a Common Ownership Interest, a Common Expense Liability and a Voting Interest. The formula used for allocating these interests are set forth in Section 6.2. The allocation of these interests to each Unit can only be changed as provided in this Declaration. The Allocated Interests and the title to a Unit may not be separated or separately conveyed, whether voluntarily or involuntarily, except in conformity with this Declaration. The Allocated Interests shall be deemed to be conveyed with the Unit to which they are allocated even though the description in the instrument of Conveyance may refer only to the title to the Unit.

6.1.2 Declarant shall have the right to recalculate the Allocated Interests and amend the Declaration and the Map if the Allocated Interests are incorrect for any reason, including changes in the data used to calculate the Allocated Interests, changes in Unit boundaries, the combination or subdivision of Units, or clerical errors in the Map or Declaration.

Section 6.2 Common Ownership Interest. The Common Ownership Interest of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. The formula for allocating the Common Ownership Interests is: equally among the Units.

Section 6.3 Common Expense Liability. The Common Expense Liability of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. Except for Specially Allocated Expenses, the Common Expenses are allocated to the Units according to the Common Expense Liability, the formula for which is: equally among the Units. Specially Allocated Expenses are allocated according to Section 16.6.

Section 6.4 Voting Interest. The Voting Interest of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. The formula for allocating votes to the Units is: equally among the Units.

ARTICLE 7 COMMON ELEMENTS

Section 7.1 Description. The Common Elements include, without limitation, the following portions of the Community, to the extent applicable: storm drainage and pond Tract A, private access/recreation Tract D, public roads, curbs, planter strips and streetlights, sidewalks, Street Landscaping, Entry Monuments, recreational facilities, tot lots, parks, or trails, if any, open spaces, mail kiosks, storm water detention or drainage facilities, and common utility systems. Declarant may add or subtract from the Common Elements during the Development Period by amendment to this Declaration. If the Common Elements shown on the Map are different from those described herein, the Common Elements described on such Map shall be deemed to be the Common Elements unless this Declaration has been amended or modified and states that such amendment or modification changes the Common Elements shown on the Map.

Section 7.2 Use of Common Elements. Except as otherwise stated in this Declaration, no Owner may alter any Common Element or construct or remove anything in or from any Common Element except with the prior written consent of the Board. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the CIC Act and the Governing Documents.

Section 7.3 Conveyance or Encumbrance of Common Elements. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) by a Unit Owner of its interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred. The Association may not convey or subject to a security interest any portion of the Common Elements unless Owners of Units to which at least 80% of the Voting Interests in the Association are allocated, including 80% of the votes allocated to Units not owned by Declarant, agree to that action. All Owners of Units to which any Limited Common Element is allocated must, however, agree in order to convey that Limited Common Element or subject it to a security interest. Any agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications of an agreement, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which it will be void unless recorded before that date. The agreement and all ratifications of the agreement

must be recorded in every county in which a portion of the Community is located and will only be effective upon recordation.

ARTICLE 8 LIMITED COMMON ELEMENTS

Section 8.1 Description and Allocation of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements:

8.1.1 Private Access and Utility Tracts B and C. As provided and identified on the Plat, the following are Limited Common Elements: Tracts B and C are private access shared driveway and utility tracts benefitting Units 22, 25, 28 and 31 (referred to herein as **LCE Private Access Areas**). The respective benefited Owners shall have exclusive use of the LCE Private Access Areas as follows: Units 28 and 31 shall have access to Tract B, and Units 22 and 25 shall have access to Tract C, all subject to various easements for utility providers, the Association and municipal easements as provided herein and as provided on the Plat. The LCE Private Access Areas shall be used as shared driveways and for utilities by and for the respective benefited Owners and for certain public utilities and public utility easements as further described on the Plat. The maintenance, repair, improvements and replacement of the LCE Private Access Areas shall be the responsibility of the Association as provided in Section 9.14, exclusive of any public utilities contained within which shall be maintained by the applicable utility provider.

Section 8.2 Change in Status of Common Elements. Except for the Development Rights of Declarant, no Common Element may be reallocated as a Limited Common Element, and no Common Element or Limited Common Element may be incorporated into an existing Unit without the approval of Owners of Units holding 67% of the Voting Interest in the Association, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Map.

Section 8.3 Reallocation Between Units. An allocation of a Limited Common Element may not be altered without the consent of the Owners of the Units from which and to which the Limited Common Element is allocated. Except in regard to the Development Rights of Declarant, a Limited Common Element may be reallocated between Units only with the approval of the Board and by an amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section 8.3 within 30 days, unless the reallocation does not comply with the CIC Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Community.

Section 8.4 Right to Use Limited Common Elements. Each Owner of a Unit to which a Limited Common Element is allocated shall have the exclusive right to use the Limited Common Element in common with the other Owners, if any, to which that Limited Common Element is allocated. The right to use the Limited Common Element extends to the Owner's Authorized Users, but is governed by the provisions of the CIC Act and the Governing Documents.

ARTICLE 9 EASEMENTS

Section 9.1 Unit Owners. Subject to the Governing Documents and to the Association's rights to regulate the use, maintenance, repair, replacement and modification of the Common Elements, and convey or encumber the Common Elements, each Unit Owner has (i) an easement in and through the Common Elements for access to its Units and (ii) a right to use the Common

Elements that are not Limited Common Elements for the purposes for which the Common Elements were intended. The foregoing easement shall terminate upon the termination of this Community pursuant to Article 25 of this Declaration.

Section 9.2 Driveway Maintenance Easements. Certain Units may have driveways that abut or are close to the boundary line of the adjacent Unit. Each Unit that has any portion of a driveway within one foot of the boundary line of an adjacent Unit has an easement over and across that portion of the adjacent Unit as necessary for the maintaining, repairing or replacing the driveway on the benefited Unit. The benefited Owner must repair any damage to the adjoining Unit and must restore the adjoining Unit to a condition similar to that immediately before use of the adjoining Unit.

Section 9.3 Easement for Encroachments. To the extent not provided by the definition of Unit in the Declaration and in the CIC Act, each Unit and all Common Elements have an easement over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment overhang or intrusion of (i) eaves, bay windows, gutters, downspouts, utility meters, vents and other similar portions of the Owner's Home, or (ii) any encroachment caused by the construction, reconstruction or repair of the improvements, or the natural settlement, shifting, or movement of the improvements or land. Such easements shall exist so long as the encroachments exist or the Unit Owner has the right to cause them to be replaced, provided, however, no valid easement shall exist if the encroachment was caused willfully by the Owner. Such encroachments shall not be construed to affect the marketability of title to any Unit, nor shall they alter the rights and obligations of the Owners.

Section 9.4 Association Functions Easement. The Association has such easements throughout the Community as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

Section 9.5 Entry Monument Easement. To the extent located on any Unit or the Common Elements, the Association has an easement on, under, over and across such Unit or Common Element for the purpose of installing, modifying, maintaining, repairing and replacing, entry monuments or signs and associated landscaping and utilities, together with a non-exclusive right of ingress and egress thereto.

Section 9.6 Signage Easement. The Association has an easement on, under, over and across the exterior 10 feet parallel with and abutting all Streets in the Community, as provided in the Plat, in which to install and maintain street signs, directional signs, no parking signs, other types of signs and address columns or monuments.

Section 9.7 Easement for Entry by Security Patrol. If the Board contracts for security patrol service, said service, and its employees, shall have the right to enter onto any of the Units and the Common Element in order to carry out their duties under such security patrol agreement; provided, however, the patrol service can enter a Unit only if it is either (i) doing so with reasonable cause; or (ii) acting with the consent of the Owner or tenant of such Unit.

Section 9.8 Public Utility Easements. The Plat creates various easements within the Community for the installation, maintenance, repair and replacement of utilities. No structure, planting, or other material that may damage the utilities or interfere with the use of the easement may be placed within these easement areas. The Owners of the Units subject to utility easements shall not use or alter their Units in any way that would interfere with the proper operation of the storm drainage system or other utilities located within such easement. The Association may adopt Rules regarding use of the portions of the Units subject to these easements.

Section 9.9 Private Storm Drainage Easements. The Plat creates: (a) various private storm drainage easements and drainage tracts as part of the overall storm water drainage system in the Community over the exterior 10 feet of each Unit parallel with and adjoining the street frontage which shall be the responsibility of the Owners to maintain. No structure, planting, or other material that may damage the utilities or interfere with the use of the easements may be placed within these easement areas. The Owners of the Units subject to private storm drainage easements shall not use or alter their Units in any way that would interfere with the proper operation of the storm drainage system. Vegetation within the easements shall be routinely maintained and replaced as needed. The Association shall have an easement for the maintenance, repair and replacement of any portion of the private storm drainage system. The Association may adopt Rules regarding use of the portions of the Units subject to these easements.

Section 9.10 Private Fence, Retaining Wall and Rockery Easements. Declarant may construct certain rockeries, walls and fences between certain Units and Common Elements (referred to in this Section generically as walls and/or fences). The intention of Declarant is that each fence, when constructed, shall be located wholly within one Unit or another and not on the property line between Units or Common Elements. Due to obstructions or topography, however, a fence may not be wholly within a Unit or Common Element or immediately adjacent to the property line. Therefore, Declarant reserves an easement on each side of each boundary line, for the Association and each Unit Owner for the installation, maintenance, repair and replacement of walls and fences installed by Declarant for as long as the wall or fence exists. The owner of such a fence shall have the right to maintain, repair and replace any portion of such fence and shall have reasonable access over the adjoining Unit or Common Element for such purposes. The Owner of such a fence shall have reasonable access over the adjoining Unit or Common Element for the purposes of maintaining any fence or retaining wall located on or benefitting their Unit subject to the maintenance restriction contained in Section 11.1.1.16. Before performing any such maintenance, repair or improvements, the Owner shall give all other Owners of the adjacent Units reasonable advance notice (except in an emergency), and shall only enter the adjoining Unit or Units at reasonable times and shall promptly repair any damage caused thereby and restore the property to the condition it was in prior to the entry and shall otherwise indemnify the Association and Owner of the adjacent Unit from any damage caused by such entry. Neither the location of any fence or wall installed by Declarant, nor any conduct of the fence owner in maintaining the land between a neighboring fence (or wall) and the property line shall be construed as modifying the property line. The owner of a fence shall be responsible for keeping the fence in good condition and repair. The Owners whose Units have or are immediately adjacent to a retaining wall or rockery shall share equally in the cost of maintaining, replacing and improving such retaining wall or rockery such that it shall remain in good working order.

Section 9.11 Declarant. Declarant has an easement through the Common Elements as is reasonably necessary for the purpose of developing and discharging Declarant's obligations or exercising Special Declarant Rights, and as is necessary to conduct inspections and tests from time to time of all or any parts of the Units or Common Elements, and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Declarant shall restore the affected portion of the property to substantially the condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom.

9.11.1 Declarant Easement Regarding Plat Bonds. The Association hereby acknowledges, and all Owners by their acceptance of a deed to any Unit acknowledge, that Declarant or its predecessor posted or will be required to post one or more maintenance or monitoring bonds with the City, County or other public governmental authority with jurisdiction over the Plat (collectively the **Plat Bonds**) in connection with Declarant's build out and the maintenance or monitoring of certain Common Elements, improvements, landscaping, Street trees, storm water/drainage facilities, walls, and/or other items and shared facilities within and serving the Community (all such areas and items, collectively,

the **Plat Improvements**). Copies of the Plat Bonds are on file with the City. The Association and all Owners further acknowledge that they are or will be benefitted by use of the Plat Improvements installed under and covered by the Plat Bonds and that Declarant will remain obligated to complete certain maintenance, monitoring, and repair work under the Plat Bonds until the applicable jurisdiction releases the Plat Bonds back to Declarant. Declarant shall be responsible for initially installing and completing all Plat Improvements as required by the governmental authority. Thereafter, the Association shall keep and maintain, or ensure that any responsible Owners keep and maintain, all Plat Improvements in good condition and repair. Until such time that the City or other governmental authority releases the last of the Plat Bonds back to Declarant, Declarant hereby reserves for itself an easement over the Units, Common Elements and remainder of the Property for the purpose of accessing, inspecting, maintaining, monitoring, repairing and restoring any Plat Improvement covered by a Plat Bond to the extent required by the applicable jurisdiction holding the Plat Bond or as necessary to ensure that such Plat Bonds will be released back to Declarant. The foregoing easement is expressly intended to survive and to continue until all Plat Bonds are released in full. Declarant and its successors shall use commercially reasonable efforts to exercise the foregoing easement rights in a manner that minimizes interference with Owners and the Community, to the extent reasonably practicable. If the Association or any Owner causes or permits damage to an item installed under or covered by a Plat Bond or otherwise fails to maintain such an item when they had an obligation to maintain the same under this Declaration, the Plat or other binding instrument, and Declarant may exercise its easement rights in this paragraph to maintain, repair or replace any aspect of a Plat Improvement installed under or covered by a Plat Bond, then Declarant shall have the right to perform such maintenance, repair or replacement work and to thereafter seek reimbursement for all reasonable costs incurred from the Association or the responsible Owner. The responsible party shall reimburse Declarant for all such reasonable costs incurred within 30 days after demand, otherwise such costs shall bear interest at the statutory rate and Declarant shall have the right pursue collection of such amounts through any legal means available at law or in equity. For so long as any Plat Bonds remain in place, this paragraph may not be amended without the written consent of Declarant. The Association (or any designated Manager), the ACC and Declarant shall have a limited right of entry in and upon the exterior of all improvements located on any Unit for inspection purposes, and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose an obligation upon the Association, the ACC, or Declarant to maintain or repair any portion of any Unit or any improvement thereon which is the obligation of the Owner to maintain as provided herein. Nothing in this Article shall in any manner limit the right of any Owner to the exclusive occupancy and control over the improvements located upon their Unit, provided each Owner shall permit access to such Owner's Unit and improvements by any Person authorized by the Association, the ACC, or Declarant (including any designated Manager) as is reasonably necessary, in case of any emergency originating on or threatening such Unit or improvements, whether or not such Owner is present.

Section 9.12 Utility and Municipal Easements Granted by Declarant. Declarant reserves the right to grant and record easements to any utility provider or municipality (i) for the installation, construction, maintenance, repair and reconstruction of all utilities serving any portion of the Community, including, without limitation, such utility services as water, sanitary sewer, storm sewer, electricity, cable television, internet access and telecommunications; (ii) for access through the Common Elements to the utility installations; and (iii) for rights of way, slopes, cuts, fills, environmentally critical areas, native growth protection areas, public facilities or any other purpose or improvement as may be required for the development, construction or sale of the Community, (iv) the 10-foot wide general public utility easement granted by all Owners of each Unit as shown on the

Plat and (v) the 6-foot wide private storm drainage easement over and across Units 15, 16, and 17 for the benefit of Unit 15.

Section 9.13 Easement for Maintenance. Each Owner shall have a right to enter upon the Common Elements and the Yard of an adjacent Unit, as necessary to perform maintenance, repair or replacement of the Owner's Unit and improvements and, if reasonably necessary, to read utility meters. The Owner shall give the Owner of an adjacent Unit reasonable advance notice (except in an emergency), shall only enter the adjoining Unit at reasonable times, and shall promptly repair any damage caused thereby and restore the property to the condition it was in prior to the entry and shall otherwise indemnify the Association and Owner of the adjacent Unit from any damage caused by such entry. This includes the LCE Private Access Areas.

Section 9.14 LCE Private Access Areas for Units 22, 25, 28, and 31. Declarant has constructed LCE Private Access Areas which shall be used for access, ingress and egress as shared driveways and for utilities serving the Units benefitted by such LCE Private Access Areas which includes Units 22 and 25 as to Tract C and Units 28 and 31 as to Tract B. The Association shall be responsible for the maintenance, repair, replacement and reconstruction of the LCE Private Access Areas.

Section 9.15 City Easements and Right of Enforcement. The Map creates the following easements granted to the City, but expressly not for any public right of access; (i) the right to enter Tracts A-D for emergency purposes and inspections of any stormwater facilities; and (ii) a drainage easement over Tract A for stormwater and surface water management as shown on the Map. Further, in the event the Association, in the judgment of the City, fails to maintain Tract A and any drainage facilities and installations thereon for which it is responsible, exclusive of the stormwater and surface water management facilities, including vaults, pipes, and upstream catchbasins for which the City is responsible, or if the Association or any Owner willfully or accidentally damages, or reduces the capacity of any drainage facilities or renders any part thereof unusable, the Association agrees to correct and/or repair the damage at the Association's expense. If the Association fails to take the necessary action, following not less than 30 days' notice sent by registered mail to the Association, the City may initiate enforcement proceedings against the Association. In the event the City determines that the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the City may correct the damage and/or complete the repair as necessary to restore the capacity of the drainage facilities and shall charge the Association for all costs associated with such work including engineering, administration, reasonable legal fees, construction, equipment and personnel. Costs or fees incurred by the City, including reasonable legal fees and expert fees should legal action be required to collect such costs and fees, shall be borne by the Association.

ARTICLE 10 USE RESTRICTIONS AND CONDUCT RESTRICTIONS

Section 10.1 Use Restrictions. The following use restrictions shall apply to all Units.

10.1.1 Allowed Use. Except as otherwise expressly set forth herein, no Unit shall be used except for residential purposes (and for social, recreational, or other reasonable activities normally incidental to such use); provided, however, upon the written request by an Owner, the Board may allow an Owner to conduct an "in-home business", provided all business activities are carried on within the Home and that there are not an unreasonable number of employees, clients, customers, tradesmen, student, suppliers, or others that come to the Home in connection with such business, but in no event in any number that would unduly burden the Community, its parking or create a material amount of additional traffic through the Community, as such standards are determined by the Board in its sole and absolute discretion. The determination of whether or not a use is incidental to

residential uses shall be made by the Board and shall be binding on all Owners. The Units may also be used for the purpose of operating and managing the Community. The Board may, by Rule, specify the limits of residential use in general and also in particular cases. Notwithstanding the foregoing, Declarant may use any of the Units owned by Declarant as allowed by the CIC Act or this Declaration. Notwithstanding the foregoing, to the extent required under the CIC Act, operation of an adult family home on a Unit shall not be prohibited.

10.1.2 Prohibited Uses. The Property is being developed as a residential development. The Units may not be used for Timesharing, as defined in chapter 64.36 RCW. The Units may not be used for hotel or transient purposes, which shall be defined as: (i) rental for a period of less than one year, (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) the overnight accommodation of business invitees on a temporary or transient basis (such as a hotel, motel or corporate suites operation). All leases, rental and other occupancy agreements for Units shall expressly provide that they are subject in all respects to the Governing Documents and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and all tenants shall be deemed bound by the restrictions stated herein. All leases shall be in writing. The Association may request the names and contact information for all tenants including family members who will occupy a Unit. If any lessee or occupant of a Home violates or permits the violation by his/her guests and invitees of any provisions of the Governing Documents, the Board may give notice to the lessee or occupant of the Home and the Owner thereof to cease such violations. If the violation is thereafter repeated, the Board shall have the authority, following Notice and Opportunity to be Heard, to impose a fine upon the Unit Owner in accordance with a schedule adopted by the Board and each day that a violation persists thereafter shall be deemed a separate violation for which the fine may be separately assessed. The Association shall have a lien against the Owner's Unit for any fines not timely paid and any costs incurred by it in connection with such violation, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments as provided herein.

The Board shall have the authority to enact Rules permitting rentals, including but not limited to Airbnb, vrbo.com or other vacation rental websites, in a manner that will not violate the requirements of Fannie Mae, Freddie Mac, FHA or VA and to prohibit such use if advisable to obtain project approval from such agencies.

10.1.3 Single-Family Residence. Only one (1) single-family residential Home may be permitted to remain on a Unit; provided that Unit 17, but only Unit 17, shall also include a barn.

10.1.4 Structures and Vehicles. Except as expressly provided herein, no structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, panel truck, bus, camper or camping trailer, tent, shed, shack, basement of any incomplete building, barn or other outbuilding shall be either used or located on any Unit, or on any Street, at any time or used as a Home either temporarily or permanently, unless permitted for temporary use during construction/reconstruction of a Home on a Unit and such temporary structure and use are permitted in advance by the ACC. No prefabricated buildings or structures of any nature, specifically including mobile homes, shall be moved, placed, constructed or otherwise located on any Unit for any period of time unless approved by the ACC in advance. Temporary buildings or structures allowed during construction shall be removed immediately

after construction or upon request of the ACC, whichever occurs first. Notwithstanding the foregoing, Declarant may place construction and sales trailers on any Unit which Declarant owns or on Common Elements. Notwithstanding the foregoing, a trailer, boat, RV, camper, shed, recreational vehicle or other outbuilding may be located on a Unit if such item is screened or located such that it is not visible from the Street and such item, structure, screening and location are approved in advance by the ACC, which approval shall be in the sole discretion of the ACC. No prior approval by the ACC shall be required if any such trailer, boat, or recreational vehicle is located or parked entirely within the garage of the Home or within any other structure constructed previously with the approval of the ACC.

Section 10.2 Conduct Restrictions. The following conduct restrictions shall apply to all Owners and Authorized Users, except that they shall not apply to, or prohibit any conduct of, Declarant as authorized by the CIC Act or the Governing Documents.

10.2.1 Roads, Sidewalks, Walkways, Etc. The Streets, sidewalks and walkways used for access shall be used exclusively for normal ingress and egress. No obstructions shall be placed therein unless permitted by the Board or the Rules.

10.2.2 Parking. Parking is not allowed on any portion of the sidewalks, planter strips or any other portion of the Common Elements, except in designated parking spaces. No vehicle may be parked on any Unit, except in garages and on designated and approved driveways or parking areas, which areas shall be hard-surfaced, unless otherwise permitted by the ACC. Any additional parking added to a Unit after the initial landscaping shall be hard surfaces (unless otherwise approved by the ACC in advance) and constructed only in accordance with a site plan approved by the ACC. Unless otherwise expressly permitted herein, only the cars of guests and visitors may be parked on the Streets (it being the intention to keep Street parking available as much as possible for guests and visitors). All vehicles of Owners and Occupants shall be parked in garages or on driveways or other approved parking areas located entirely within their Unit, as set forth herein. Owners and Occupants shall, to the extent reasonably practicable, first park their vehicles within available garage spaces within their Unit and then on any available driveway or other approved external parking areas within their Unit, and then on any Street. Notwithstanding the foregoing, if any personal or work-related vehicle of an Owner or Occupant is oversized in nature and does not fit within the garage or on the driveway or other parking surface upon their Unit, then the ACC may permit the parking of such over-sized vehicle on the Streets in its reasonable discretion; provided, however, that the Owner or Occupant must park such vehicle on a Street adjacent or as near as possible to their Unit and in no event shall any inoperative vehicle of an Owner or Occupant be allowed to remain on the Street for more than 48 hours (excluding weekends and holidays). No vehicle may be parked on a Street if it interferes with or impedes the flow of traffic and use of the Street by others or if it interferes with a Unit Owner's ability to pull out of or into their approved driveways or parking areas. No parking shall be allowed on any area or Street where the Plat expressly restricts such parking or where No Parking, Emergency Vehicle Access, Fire Access or similar signs or markings are otherwise expressly posted in the Community. No commercial vehicles, motor homes, trailers, campers, boats and other recreational vehicles may be parked on any Common Element except on a temporary basis for loading or unloading. The Association may direct that any vehicle or other thing improperly parked or kept on any portion of the Common Elements be removed at the risk and cost of the Owner thereof. No parking is allowed on the Limited Common Element Private Access Areas or anywhere along or upon Tract D.

10.2.3 Parking in Unit/Garage Use Restrictions. No vehicle may be parked in any Unit except in driveways and garages. No vehicle parked in any driveway may extend into the streets or sidewalks of the Community or otherwise impede vehicular or pedestrian

traffic or access to any Unit. Owners should use their garages as the primary vehicle storage and parking use, if available.

10.2.4 Regulated Vehicles. No Owner may store any trailers, boats, motor homes, recreational vehicles, or trucks over two tons or any disabled or inoperable motor vehicle on its Unit unless any such vehicle is completely enclosed and hidden from view within a garage or within such other enclosure as may be allowed by the Board or the Rules. Motor homes, trailers, campers, boats and other recreational vehicles may not be kept in driveways or parking spaces except on a temporary basis for loading or unloading, subject to such rules and regulations concerning parking as may be adopted by the Board. No inoperative vehicle of any type may remain in any driveway or public road for more than 48 hours (excluding weekends and holidays). Violations of this Section 10.2.5 shall subject such vehicles to impound, at the expense and risk of the owner thereof. The Association may adopt rules and regulations to implement these restrictions and provide guidance to Owners.

10.2.5 Further Regulation. The Board may adopt Rules further regulating conduct on Streets, sidewalks, driveways, parking spaces and other Common Elements, including the parking and storage of recreational vehicles, campers, boats and the like, and safe operation of vehicles. The Board may direct that any inoperative vehicle or anything improperly parked or kept in a parking space, or elsewhere in the Community be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the Owner thereof.

10.2.6 Trash and Garbage. Each Owner must store trash and garbage inside the garage of the Home or on the side of the Home if concealed from street view by an approved fence, and set it out for collection in such locations and receptacles as are authorized by the Board only on designated trash collection days, or as otherwise allowed by the Rules. Each Owner is responsible for removing from the Community all trash and garbage generated by that Owner that is not required to be picked up by a service. The Board may adopt such Rules pertaining to such matters as in the judgment of the Board are necessary for the safe, sanitary and efficient operation of the Community.

10.2.7 Signs. No sign of any kind may be displayed to the public view on or from any Unit or Common Elements without the prior consent of the Board or pursuant to the Rules; provided that certain political signs and the like are permitted as provided in the CIC Act subject to Rules of the Board. The Board may erect on the Common Elements a master directory of Units including Units that are for sale or lease, and may regulate the size, appearance and location of signs advertising Units for sale or lease.

10.2.8 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit except dogs, cats, birds, fish or other typical household pets; provided they are not kept, bred or maintained for commercial purposes; provided further that no more than two (2) dogs or two (2) cats shall be allowed per Unit, excluding fish, birds and other pets that remain caged or housed exclusively indoors; and provided further that the Board may permit in their sole discretion a third or fourth dog/cat (for a total of 4 such household pets) if the additional dog(s)/cat(s) are small in size and the Board determines that such additional pet(s) will not adversely impact or be a nuisance within the Community. Dogs shall be restrained to the Owner's Unit and Yard and shall not be allowed to run at large. All animals must be kept as domestic indoor pets. Leashed animals are permitted within rights-of-way and authorized Common Elements when accompanied by their Owners. Owners shall be responsible for cleaning up any and all of their animals waste on the Property, including on the respective Owner's Unit. If an Owner fails to clean up their animals

waste, the Association may, but shall not be obligated to, take such action as may be necessary to clean up the animal's waste and shall have the right of entry for such purposes. Any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the Owner whose animal(s) created the waste. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance as determined by the Board, at its sole discretion. Notwithstanding anything above, no animal that is considered dangerous, threatening or otherwise harmful to others or that displays any such qualities after being within the Community shall be permitted or allowed to remain within the Community after Notice and Opportunity to Be Heard, after which the Board shall have the right to require removal of any animal from the Unit which it finds in its sole discretion to violate this subsection.

10.2.9 Nuisances and Intrusive Activity. No noxious or offensive activity shall be permitted in or upon any Unit or Common Elements, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community. No Owner may conduct, permit or allow any activity or the keeping of anything in the Community that may unreasonably interfere with the other residents' use or enjoyment of their Units or the Common Elements; threaten the comfort, safety or security of any Owner; or be or become a nuisance to other Owners. No use or activity that generates noise, vibration, odors or traffic that would generally be considered unacceptable to households in a single-family neighborhood is allowed. The Board may adopt such Rules pertaining to such matters as in the judgment of the Board are necessary.

10.2.10 Hazardous Substances. No Owner may permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in, or through the Owner's Unit or any portion of the Common Elements. Each Owner must indemnify, defend, and hold harmless the other Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or the property by the Owner, Tenants, or invitees of the Unit. **Hazardous Substance** means any hazardous, toxic, or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a Hazardous Substance under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*); or under any local or state rule or regulation.

10.2.11 Conveyance by Owners; Notice Required. The right of an Owner to transfer the Unit is not subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit must, however, deliver a written notice to the Board at least two weeks before closing specifying (a) the Unit being sold; (b) the name and address of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board has the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. Promptly upon the Conveyance of a Unit, the new Unit Owner must notify the Association of (i) the date of the Conveyance; (ii) the Unit Owner's name and address; and (iii) the name and notice address of every first Mortgagee of the Unit. The Association must notify each insurance company that has issued an insurance policy under Article 20 of the name and address of the new Owner and request that the new Owner be made an additional insured under such policy, unless the insurance policy under Article 20 is written in a manner that

would automatically provide coverage to all Unit Owners by virtue of their ownership of a Unit.

10.2.12 Construction. No dirt, debris, or other materials shall be allowed to come off of any Units onto any Streets, Common Elements, other Units, or other parts of the Property as a result of any construction or other activities. All Buildings shall be of new construction (unless the ACC approves of recycled or decorator vintage construction materials in advance). No previously used houses or other buildings shall be moved onto a Unit. The Unit shall be kept clean and clear of debris during construction. No Home may be constructed on any Unit by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the ACC.

10.2.13 Fences. Fences must comply with all applicable laws and regulations and the Plat, and specifically any fence located within an easement must comply with and is subject to the approval of the City and the utility purveyor as provided in the Plat. Fences may be erected on property lines, except that no fence shall be erected between the front of the house and the Street. Nothing herein shall prevent the erection or maintenance of a necessary or appropriate retaining wall and safety fencing on top of said wall installed by Declarant or otherwise later approved in advance by the ACC. No fence, wall, hedge or mass planting shall at any time extend higher than six feet (6') above the ground, except for necessary and appropriate retaining walls or rockeries (and associated safety fencing on top of the same) which conform to the City codes and are installed by Declarant or otherwise later approved by the ACC in advance. With the exception of necessary or appropriate safety fencing on top of walls, fences shall conform to any applicable Rules concerning fencing, unless otherwise approved by the ACC. No wire fences (other than safety fencing describe above) shall be used unless approved by the ACC. If the Plat or particular easement does not expressly restrict such fencing, rear and side yard fences are permitted to be located within easements created or dedicated on the face of the Plat with the prior written approval of the ACC, provided that such fencing must not interfere with or obstruct the purpose of the easement or any facilities therein. If such a fence or portion of a fence is ever placed within any easements in accordance with the foregoing sentence, the Owner of said fence shall be required to temporarily remove the same at its cost if the party benefitted by such easement requires removal to carry out activities permitted by the easement (e.g., maintenance of utilities) or required to permanently remove the fence at its cost if such benefitted party determines the fence unreasonably interferes with or obstructs its easement rights.

10.2.14 Lighting. All area lighting shall be designed and positioned to ensure that the light source is not visible from any other Homes or, if visible, is angled downward so as to adequately mitigate the effect of any light spill over onto adjacent Units (whether or not any visible light is adequately mitigated shall be determined by the ACC in its sole discretion for the protection of the Owners within and for the overall harmony of the ACC). Decorative holiday lighting may be installed no more than thirty (30) days before and shall be removed no later than thirty (30) days after the date of the holiday.

10.2.15 Yard Art. No yard pieces or yard art (including but not limited to sculptures, statues, and other freestanding or attached works, whether for decoration or otherwise) that are more than twelve inches (12") tall or twelve inches (12") wide shall be permitted outside of the Home and within view from the Street without prior written approval of the ACC. Flags of the United States or the State of Washington are not considered yard art hereunder and are permitted, provided, however, the Association may place reasonable restrictions on the time, place and manner of display as permitted by federal and state law.

ARTICLE 11 MAINTENANCE, CONSTRUCTION AND ALTERATIONS

Section 11.1 Owner s Maintenance and Repair Responsibilities. Except for maintenance and repairs to be performed by the Association under this Article 11, each Owner must, at the Owner s sole expense, maintain, repair and replace (i) its Home and Yard, (ii) all Structures, other improvements and landscaping on its Unit, (iii) to the extent not included in the foregoing, any driveways, fences or walls on its Unit, (iv) that portion of the utility installations (including without limitation power, water, gas, telephone and data lines, sanitary sewers, and storm drainage installations that are located over the exterior 10 feet of street frontage of their Unit or outside of the Unit but that serve only that Unit), and (v) maintaining any street trees located upon their respective Unit, including routine watering to establish any new plantings in accordance with the approved landscape plan for the Community.. Each Owner must keep all such items in good repair and in neat, clean and sanitary condition, in compliance with applicable Laws, the Governing Documents and the Community-Wide Standard.

11.1.1 Grounds; Maintenance of Grounds. The entire front landscaping for each Unit with a Home thereon shall be installed prior to occupancy in accordance with the plan submitted to the ACC. The entire landscaping, including the remaining portions of the side and rear yard, shall be installed within six (6) months. To the extent applicable each Owner shall be responsible for removing the PVC pipe containing the cable connection wires located on their Unit and either burying the cable wires or installing a landscape box and landscaping to screen the cable connection wires and box. Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his/her Unit. Nothing contained herein shall preclude an Owner from recovering (from any person liable therefor) damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on Owner s Unit. Such maintenance and repair of the Owner s Unit shall include, without limitation:

11.1.1.1 Parking and Other Areas. Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including paving and repairing or resurfacing such areas when necessary with the type of material originally installed thereon or a substitute therefore as shall, in all respects, be equal in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required.

11.1.1.2 Lighting. Cleaning, maintaining and re-lamping of any external lighting fixtures, except those as may be the property of any public utility or government body.

11.1.1.3 Landscaping. Landscaping shall emphasize plantings and other features which complement and enhance the existing character of the Community. Maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, and replacement of any dead or diseased grass, ground cover, shrubs or trees.

11.1.1.4 Drainage. Maintenance of all storm water drainage systems, yard drains, and catch basins in their originally designed condition, and per any governmental requirements and any conditions as provided here or on the Plat. Further, no Owner shall take any action that would interfere with surface water drainage across his/her Unit either through natural drainage or by drainage easements. The topographic conditions of any Unit shall not be altered in any way that would adversely affect or obstruct the

approved and constructed storm drain system and surface flows without the written consent of the ACC.

11.1.1.5 Hillsides and Other. Maintenance of all hillsides, slopes and swales in their as designed and completed condition, and which shall not be changed or interfered with without the prior written consent of the Board.

11.1.2 Remedies for Failure to Perform Owner Maintenance Obligations. If any Owner fails to perform the maintenance and repair obligations required herein, then the Board after fifteen (15) days prior written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to charge the delinquent Owner and his/her Unit for the cost of such work together with interest thereon from the date of the Association's advancement of funds for such work to the date of reimbursement of the Association by Owner. If the delinquent Owner fails to reimburse the Association for such costs within ten (10) days after demand therefore, the Association may, at any time after such advance, record a claim of lien signed by an authorized agent of the Association for the amount of such charge together with interest thereon and enforce the Association lien in accordance with the provisions of this Declaration. The Association lien and the rights to foreclose thereunder shall be in addition to all other rights and remedies which the Board may have hereunder or in equity or at law, including any suit to recover a money judgment for unpaid Assessments.

Section 11.2 Association's Maintenance and Repair Responsibilities. The Association is responsible for the maintenance, repair, and replacement of the Common Elements, including, without limitation: (i) the Street Landscaping, including any landscaped areas in the public right-of-way, (ii) the Street Lighting, (iii) all Limited Common Element Private Access Areas as provided in Section 8.1.1, (iv) all Structures, Entry Monuments, mail kiosks and other improvements and landscaping on the Common Elements, including fencing around Tract A, if not maintained by the City, but not fencing located between Tract A and Units 31 and 32 which shall be the responsibility of the Owners of Units 31 and 32; provided, however, maintenance and repair of any fencing, or portion thereof, bordering a Common Element and a particular Unit shall be the responsibility of such Unit Owner in accordance with Section 11.1 above, (v) all utility installations and storm water facilities serving the Community and not the responsibility of an Owner or a governmental entity, and (vi) Tract D. The Association must keep such items in good repair and in a neat, clean and sanitary condition, in compliance with applicable Laws, the Governing Documents and the Community-wide Standard.

Section 11.3 Summary of Maintenance Responsibilities. The maintenance responsibilities of the Owners and Association are summarized in Schedule B attached hereto. In the event of any conflict between the text of this Article 11 and the schedule, this Article shall control.

Section 11.4 Transfer of Responsibility. The Board may adopt Rules transferring responsibility to maintain certain Limited Common Elements to the Owners if it determines that the Owners will regularly, properly and consistently maintain the Limited Common Elements, and that there is little risk of damage to the Community or cost to the Association from such transfer of maintenance responsibility. The Association may modify or revoke any such Rules if it determines that modification or revocation is in the best interest of the Community.

Section 11.5 Construction and Alterations; Architectural Control. Although the Owners have the responsibility for maintenance, repair and replacement of their Units, Homes and Yards as set forth in this Article 11, the Board shall have the right to regulate any new Structures and any alterations to existing Structures to ensure that they (i) comply with the Governing Documents and (ii) are harmonious with the other Homes and improvements in the Community. Accordingly, except

as set forth in Governing Documents, no Owner may construct or install a new Structure or alter any portion of an existing Structure, without the prior written approval of the Board.

11.5.1 Scope of Regulation and Authority. For the avoidance of doubt, the authority of the Board under this Section 11.5 includes regulation of: (i) the location, size, design and appearance of Structures, (ii) the materials and colors of exterior features and surfaces of Structures, including but not limited to siding, roofing, windows and doors, (iii) the placement and appearance of ancillary items such as antennae, security devices, and hardscaping, and (iv) other factors relating to compliance with the Governing Documents or harmony with the other Homes and improvements in the Community. The Board shall not have authority to (i) regulate the maintenance, repair or reconstruction of a Structure that does not change its location, size or appearance, or (ii) regulate any landscaping (other than hardscaping) on a Unit unless it alters/interferes with the plan requirements of the Community. The Board shall have the authority to adopt Rules to implement and clarify the scope, standards and processes under this Section 11.5 and to appoint, pursuant to the Bylaws, an architectural control committee to exercise some or all of its authority hereunder or to advise it as to matters hereunder.

11.5.2 Particular Standards. The following standards shall apply to all Structures and alterations of Structures in the Community.

11.5.2.1 The maximum height of any Home shall be per OMC.

11.5.2.2 The maximum height of any fence shall be six (6) feet.

11.5.2.3 No radio, television or satellite antenna, dish or receiving device other than a protected antenna (as defined in 47 C.F.R. 1.4000, as it may be amended) may be installed on the front of a Unit. Any receiving device shall not be larger than 24 inches in diameter.

11.5.3 Approval Process. Subject to any Rules adopted by the Board, an Owner desiring to construct or install any new Structures or alter any existing Structures on its Unit must apply to the Board for approval. The Board may require the submission of plans and specifications and other data relating to the proposal. The Board may require that plans and specifications be prepared by a competent professional and may establish requirements for the format and content of materials submitted to it. The Board may require evidence that the Owner has obtained all permits necessary for the proposed work. Construction, alteration or repair shall not be started until written approval thereof is given by the Board. The Board shall act promptly to process applications and render a decision. The failure of the Board to approve a proposal within 60 days after receiving a complete application, shall be deemed to constitute the Board's approval of the proposal.

11.5.4 Declarant Exempt. Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of this Section 11.5. Declarant reserves the right to exempt any Dealer to whom Declarant conveys Units from the restrictions of this Section 11.5.

Section 11.6 Construction Work Common Elements. Except as otherwise allowed by the Governing Documents, or the Board, no owner may alter any portion of the Common Elements.

Section 11.7 Landscaping. The Board may require, at the Owner's expense, the trimming, topping or, removal of any tree, hedge or shrub on an Owner's Unit that it determines is

interfering with travel on Streets, sidewalks or trails in the Community, or presents a safety hazard related to the Common Elements.

Section 11.8 Declarant Inspections. Until the expiration of all warranties given by Declarant and the time period for filing any claims against Declarant, Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Common Elements, including the Limited Common Elements, in order to ascertain the physical condition of the improvements in the Community and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Declarant shall pay all costs of such inspections and tests and restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. Declarant shall have such rights of entry on, over, under, across and through the property as may be reasonably necessary to exercise the rights described in this Section 11.7.

ARTICLE 12 SPECIAL DECLARANT RIGHTS

Section 12.1 Declarant's Right to Complete Improvements. Declarant and its agents, employees and contractors have the right to complete any improvements and otherwise perform work that is authorized by the Declaration, indicated on the Map, authorized by building permits, provided for under any purchase and sale agreement, necessary to satisfy any express or implied warranty, or otherwise authorized or required by law. Declarant also has the right to make any modifications, improvements or changes to the Common Elements as Declarant determines are appropriate to increase the appeal of the Community to potential buyers, to correct problems in the design or construction of the Community, or for the benefit of one or more Units. In conjunction with the foregoing rights, until construction of the Community is completed, Declarant shall have the right to use any unassigned parking spaces and any portion of any garage or parking lot for staging, storage, parking and other construction-related purposes. The foregoing rights shall terminate 7 years from the date this Declaration is recorded.

Section 12.2 Declarant's Right to Maintain Sales Facilities. Declarant, its agents and its employees have the right to install and maintain in any Units owned by Declarant and in any of the Common Elements any facilities that Declarant deems necessary or convenient to the construction, marketing, sale or rental of Units. These facilities may include but are not limited to business offices, management offices, sales offices, construction offices, storage areas, signs, model units and parking areas for Declarant and its employees, agents and contractors, and prospective Tenants or purchasers and their agents. Declarant may install and maintain as many of such facilities as it deems necessary or convenient in such locations as it deems necessary or convenient. Declarant may relocate such facilities as it determines is appropriate in its sole discretion. The right to install and maintain such facilities will expire when Declarant ceases to be a Unit Owner and has no further Development Rights in the Community (including no more right to add property to, or create additional Units in, the Community). Declarant will have a reasonable time, but in no event less than 60 days after such expiration, to remove any such facilities from the Community.

Section 12.3 Declarant's Right to Use Easements. Declarant and its agents, employees and contractors have an easement over, across, under and through the Common Elements of the Community as reasonably necessary for the purpose of completing construction, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, discharging Declarant's obligations, or exercising Special Declarant Rights within the Community or within any real estate that may be added to the Community. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.4 Intentionally Omitted

Section 12.5 Intentionally Omitted

Section 12.6 Declarant's Right to Appoint, Remove and Veto. Until the Control Termination Date, Declarant shall have the right to appoint and remove all officers and members of the Board. Notwithstanding the foregoing, not later than 60 days after Conveyance of 25% of the Units that may be created to Owners other than Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than Declarant; and not later than 60 days after Conveyance of 50% of the Units that may be created to Owners other than Declarant, not less than one-third of the members of the Board must be elected by Owners other than Declarant. Declarant may at any time voluntarily terminate its right to appoint and remove officers and members of the Board by recording an amendment to the Declaration surrendering such right. If Declarant does so, it may, for the duration of the period ending on the Control Termination Date, retain the right to veto or approve proposed actions of the Association or Board before they become effective. To exercise this right, Declarant must execute and record an instrument that specifies the proposed actions that may be vetoed or approved by Declarant. The foregoing rights shall terminate on the Control Termination Date.

Section 12.7 Declarant's Right to Control Architectural Committees. Until Declarant no longer owns any Unit in the Community and no longer has a Development Right to create any Units in the Community or real estate added to the Community, Declarant has the right to appoint and remove all officers and members of any construction, design review or aesthetic standards committee of the Association. In addition, during the period set forth in this Section 12.7, Declarant shall have the right to control any construction, design review or aesthetic standards review or approval process. Declarant may voluntarily terminate its right to appoint and remove officers and members of any such committee or control any process by recording an amendment to the Declaration surrendering the right to appoint and remove officers and members of such committee. If Declarant does so, it may, for the duration of the period set forth in this Section 12.7, exercise the right to approve certain actions of any such committee before they become effective. The foregoing rights will terminate on the later of the date Declarant no longer owns any Unit in the Community, or the date Declarant no longer has a Development Right to create any Units in the Community or in real estate added to the Community.

Section 12.8 Declarant's Right to Attend Association Meetings. Declarant has the right, whether or not it owns any Units in the Community, to attend all meetings of the Association, except during any executive session when Owners are excluded. The Association shall send Declarant notices of all meetings and copies of all minutes of all meetings at the same time that such items are sent to Unit Owners. Notices and minutes shall be delivered to Declarant in a Tangible Medium at the address specified in Section 26.1 or in such other manner as Declarant shall specify in a Record from time to time. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.9 Declarant's Right to Association Records. Declarant has the right, whether or not it owns any Units in the Community, to have access to the Books and Records of the Association to the same extent as a Unit Owner, including, without limitation, pursuant to Section 13.7 and Section 13.8 of this Declaration. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.10 Intentionally Omitted

Section 12.11 Intentionally Omitted

Section 12.12 Exercise of Development Rights.

12.12.1 General. To exercise any Development Right reserved under this Article 12, Declarant shall prepare, execute and record an amendment to the Declaration. In conjunction therewith, Declarant shall record an amendment or supplement to the Map if the previous Map lacks the required detail, certification or other matters required under the CIC Act.

12.12.2 Creation of Limited Common Elements. An amendment creating Units will (i) describe any Limited Common Elements thereby created and designate the Units to which they are allocated (to the extent required by RCW 64.90.240), and (ii) reallocate the Allocated Interests of all Units in the Community using the formulae set forth in Article 6 of the Declaration.

12.12.3 Subdivision of Units or Conversion of Common Elements. Whenever Declarant exercises the Development Right to subdivide or convert a Unit into additional Units, Common Elements, or both, if Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Section 22. If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by Declarant.

Section 12.13 Use of Property Subject to Development Rights. The Owners shall have the right to use the driveways, sidewalks, garage, parking spaces, and open spaces of the Community, subject to Declarant's Special Declarant Rights.

Section 12.14 Responsibility for Expenses. Declarant shall be responsible for all expenses incurred in connection with real estate subject to Development Rights. Notwithstanding the foregoing, all expenses associated with the operation, maintenance, repair and replacement of any Common Element that the Owners have a right to use (including, without limitation, by way of example, amenities, parking spaces, drives, roads, sidewalks, trails and open spaces) must be paid by the Association as a Common Expense. Declarant's responsibility shall cease upon the exercise or expiration of such Development Rights, whichever is earlier. Declarant may pay such costs directly or through the Association. Declarant is also entitled to all income from such portions of the property and any improvements thereon until the exercise or expiration of such Development Rights.

Section 12.15 Different Parcels; Different Times. Any Development Right may be exercised with respect to different parcels of real estate at different times. No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subject to the exercise of each Development Right. Even though a Development Right is exercised in any portion of the real estate subject to that right, that right need not be exercised in all or in any other portion of the remainder of that real estate.

Section 12.16 Liens. Any liens that arise in connection with Declarant's ownership of or construction of additional improvements shall attach only to Declarant's interest in any improvements owned by Declarant or against Declarant's Special Declarant Rights and shall not adversely affect the rights of other Unit Owners or the priority of Mortgages on the Units. All taxes and costs relating to improvements before the Units therein have been created shall be paid by or allocated to Declarant.

Section 12.17 Transfer of Special Declarant Rights. The rights described in this Article 12 shall not be transferred except by instrument evidencing the transfer executed by Declarant or Declarant's successor and the transferee and recorded in the county in which the Community is

located. The rights and liabilities of the parties involved in such a transfer and of all Persons who succeed to any Special Declarant Right are set out in the CIC Act.

Section 12.18 Termination of Special Declarant and Development Rights. Each Special Declarant Right and Development Right shall terminate as set forth above. Declarant may, however, voluntarily terminate any or all aspects of its Special Declarant Rights or Development Rights at any time by recording an amendment to the Declaration specifying which rights are thereby terminated.

Section 12.19 Liability for Damage. Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Community, of any portion of the Community damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the CIC Act.

ARTICLE 13 OWNERS ASSOCIATION

Section 13.1 Form of Association. The Owners of Units shall constitute an owner's association to be known as the Tahoma Valley Estates Homeowners Association (the **Association**). The Association shall be organized as a non-profit miscellaneous or mutual corporation, no later than the date the first Unit in the Community is conveyed. Except where expressly reserved to the Owners under the CIC Act or the Governing Documents, the affairs of the Association shall be managed by a Board. The rights and duties of the Board and the Association shall be governed by the provisions of the CIC Act, the Washington Miscellaneous and Mutual Corporations Act, chapter 24.06 RCW, the Declaration and the Bylaws.

Section 13.2 Bylaws. The initial directors appointed in the Articles will adopt initial Bylaws to supplement the Declaration and to provide for the administration of the Association and the property and for other purposes not inconsistent with the CIC Act or the Governing Documents. The Bylaws may be amended pursuant to the procedures set forth in Article 24.

Section 13.3 Qualifications for Membership. Each Owner of a Unit (including Declarant as to Units it owns) shall be a member of the Association and shall be entitled to one membership for each Unit owned. Only Owners may be members of the Association. Ownership of a Unit shall be the sole qualification for membership in the Association. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons, may be members of the Association.

Section 13.4 Transfer of Membership. The membership of an Owner in the Association is appurtenant to the Unit giving rise to the membership. The membership may not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit, provided that if a Unit has been sold on contract, the contract purchaser shall, except as otherwise set forth in the Governing Documents, exercise all rights of the Owner under the Governing Documents, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit will automatically transfer the membership in the Association to the new Owner.

Section 13.5 Voting.

13.5.1 Number and Classes of Votes. The allocation of Voting Interests in the Association is set forth in Section 6.4. Other matters concerning voting are set forth in the Bylaws.

13.5.2 Arbitration. If the votes are tied on any matter voted upon by the members of the Association, the matter shall be submitted to arbitration and mediation as provided in Article 28 of this Declaration.

Section 13.6 Powers of Association.

13.6.1 General Powers. Except to the extent limited by the Governing Documents, the Association shall have (i) all powers authorized under the CIC Act and the Washington Nonprofit Miscellaneous and Mutual Corporations Act; (ii) all powers necessary for the operation of the Community or governance of the Association; (iii) any other powers authorized by this Declaration; and (iv) all powers that may be exercised by any corporation of the same type as the Association.

13.6.2 Capital Improvements. The Association may cause additional improvements to be constructed within the Common Elements and may acquire, hold, encumber, convey, and dispose of, in the Association's name, any additional tangible or intangible personal property. If the estimated cost of any such improvements or personal property to the Community exceeds 25,000, the approval of the Owners holding at least 51% of the votes in the Association shall be required; and if such estimated cost exceeds 50,000, the approval of the Owners holding 67% of the votes in the Association shall be required. This Section 13.6.2 does not apply to maintenance, repair or replacement of existing Common Element improvements.

13.6.3 Rules. The Board shall have the power to adopt Rules for any purpose authorized under the CIC Act, including the power to adopt Rules to establish and enforce construction and design criteria and aesthetic standards pertaining to the improvements and alterations to the Community. In adopting, amending or rescinding Rules, the Board (i) shall give consideration to the matters brought to its attention after notice to the Unit Owners; and (ii) shall give consideration to the interests of individual Owners and Authorized Users as well as the interests of the Association. All Rules must be reasonable. All Rules must treat similarly situated Units, Owners and Authorized Users similarly. No Rules shall be inconsistent with or violate the provisions of the Governing Documents. Before, adopting, amending or repealing any Rule, the Association must give all Owners notice of: (i) its intention to adopt, amend, or repeal a Rule and provide the text of the Rule or the proposed change; and (ii) a date on which the Board will act on the proposed Rule or amendment after considering comments from Owners. Following adoption, amendment, or repeal of a Rule, the Association must give notice to the Owners of its action and provide a copy of any new or revised Rule.

Section 13.7 Accounts, Records, Financial Statements, Audits and Funds. The Association must keep all of its funds in accounts in the name of the Association with a Qualified Financial Institution. The Association shall keep financial records in accordance with accrual-based accounting principles. The Association must establish and maintain its accounts and records in a manner that will enable it to credit assessments for common expenses and specially allocated expenses, including allocations to reserves, and other income to the association, and to charge expenditures, to the account of the appropriate units in accordance with the provisions of this Declaration. To assure that the unit owners are correctly assessed for the actual expenses of the association, the accounts of the association must be reconciled at least annually unless the board determines that a reconciliation would not result in a material savings to any unit owner. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with accrual-based accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner unless the annual Assessments for the year were less than 50,000.00 and Owners

holding a majority of the votes, excluding votes held by Declarant, waive the audit for that year. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any Mortgagee of a first Mortgage, and Declarant pursuant to Article 12, will be entitled to receive the audited financial statement upon written request. The Board, or Persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner or Mortgagee, or Declarant pursuant to Article 12, at such Person's expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of Freddie Mac, Fannie Mae, HUD or VA, if it is a Mortgagee or prospective Mortgagee, the Association shall provide within a reasonable time an audited financial statement of the Association for the preceding fiscal year.

Section 13.8 Inspection of Documents, Books and Records. The Association shall make available for inspection upon request, during normal business hours or under other reasonable circumstances to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and Declarant pursuant to Article 12, and the agents or attorneys of any of them, current copies of the Books and Records of the Association. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

ARTICLE 14 TRANSITION TO OWNER CONTROL

Section 14.1 Election of New Board. No later than the Transition Date, the Board shall call a Transition Meeting to elect a new Board. The Persons elected to the Board at the Transition Meeting shall take office upon such election. Nothing shall prevent previously elected or appointed directors from being elected at such election.

Section 14.2 Transfer of Association Property. No later than 30 days after the Transition Meeting, Declarant shall deliver to the Board elected at the Transition Meeting, or the management agent of the Association, all property of the Owners and of the Association held or controlled by Declarant pursuant to the CIC Act.

Section 14.3 Audit of Association Records. No later than 60 days after the Transition Meeting, the Board shall engage an independent certified public accountant to audit the records of the Association in accordance with generally accepted auditing standards, unless the Owners, other than Declarant, by majority vote, elect to waive the audit. The cost of the audit shall be a Common Expense.

Section 14.4 Termination of Contracts and Leases Made by Declarant. Within two years after the Transition Meeting, the Association may terminate, without penalty, upon not less than 90 days' notice to the other party, any of the following if it was entered into before the Transition Meeting: (a) any management, maintenance, operations or employment contract, or lease of recreational or parking areas or facilities or (b) any other contract or lease between the Association and Declarant or an affiliate of Declarant, as defined in Section 010(1) of the CIC Act. The Association may terminate, without penalty, at any time after the board elected at the Transition Meeting takes office, upon not less than 90 days' notice to the other party any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into. This Section 14.4 does not apply to any lease, the termination of which would terminate the Community or reduce its size, unless the real estate subject to that lease was included in the Community for the purpose of avoiding the right of the Association to terminate a lease under this Section 14.4.

ARTICLE 15 THE BOARD OF DIRECTORS

Section 15.1 Qualifications of Directors and Officers. The qualifications, number, method of election, removal and terms of service of the directors and officers shall be as specified in the Bylaws

Section 15.2 Powers of the Board. Except where expressly reserved to the Owners under the CIC Act or the Governing Documents, the affairs of the Association shall be managed by the Board. The Board may exercise all powers of the Association, except as otherwise provided in the CIC Act, or the Governing Documents. The Board shall arrange for, and shall have the exclusive right to contract for, goods and services necessary for the proper functioning of the Community. Those goods and services may include, but are not limited to, the following:

15.2.1 Utilities. All necessary utility services for the Common Elements and the Units.

15.2.2 Additions to Common Elements. The addition of improvements or personal property to the Common Elements.

15.2.3 Professional Services. Legal and accounting services necessary or proper for the operation of the Community or enforcement of Governing Documents; services of a hearing officer for quasi-judicial disputes; or services of an architect or other professional to assist with applications for changes to the Community.

15.2.4 Maintenance. The maintenance, repair and replacement of the Common Elements including any Limited Common Elements (such as the parking areas, landscaping, and common utility facilities).

15.2.5 Other Necessary Expenditures. Any other materials, supplies, furniture, labor, services, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or the Bylaws, or under law, or which, in its opinion, is necessary or proper for the operation of the Community, or for the enforcement of this Declaration or the Bylaws.

15.2.6 Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may or is claimed to, in the opinion of the Board, constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expense incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Units responsible to the extent of their responsibility and shall be immediately due and payable to the Association.

Section 15.3 Managing Agent. Declarant or Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Community and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (a) for cause, on 30 days written notice; or (b) without cause, on not more than 90 days written notice.

Section 15.4 Authority to Borrow. If the Board determines that the funds of the Association are or will be insufficient to pay the expenses of the Association, the Association may borrow funds to pay such expenses. To secure the repayment thereof, the Association may, encumber (subject to the limitations set forth in this Declaration) any portion of the Common Elements. Proceeds of the conveyance or financing are an asset of the Association. In addition, to secure the repayment thereof, the Association may assign (subject to the limitations set forth in this Declaration) its right to receive future income of the Association, including any receivable, right to payment, and special and general Assessments from the Unit Owners. Prior to making such an assignment, the Board shall provide a notice of intent to borrow to all the Owners. The notice must include the purpose and maximum amount of the loan, the estimated amount and term of any assessments required to repay the loan, a reasonably detailed projection of how the money will be expended, and the interest rate and term of the loan, and must set a date for a meeting of the Owners to consider ratification of the borrowing not fewer than 14 or more than 60 days after mailing of the notice. Unless at that meeting, whether or not a quorum is present, the Owners to which a majority of the votes in the Association are allocated reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the notice. In connection with the encumbrance of future income of the Association, the Association may execute such loan documents and undertake such obligations as the lender may require to realize on the encumbrance including powers of attorney, control over deposit accounts, the right to file or foreclose Assessment liens, and the right to contact account debtors (including the Unit Owners) and require that payment be made directly to the lender.

Section 15.5 Standard of Conduct. In the performance of their duties, the officers and directors are required to exercise the degree of care and loyalty to the Association required of an officer or a director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under chapter 24.06 RCW.

Section 15.6 Limitations on Board Authority. The Board shall act reasonably, in light of the facts determined by the Board, in making all determinations, exercising its discretion, granting or withholding consent, or taking any action on behalf of the Association. The Board shall not, without the vote or agreement of the Unit Owners, (i) amend the Declaration except as set forth in Article 24, (ii) amend the organizational documents of the Association, (iii) terminate the Community, (iv) elect members of the Board, or (v) determine the qualifications, powers, duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 15.7 Limitation of Liability; Indemnification. The liability of each director, officer and committee member, including Declarant when acting in any such capacity, shall be limited as set forth in the Association's Articles. Each director, officer and committee member, including Declarant when acting in any such capacity, shall be entitled to indemnity, reimbursement of expenses and advances of expenses as set forth in the Association's Articles.

Section 15.8 Lawsuits or Arbitration Proceedings.

15.8.1 General. The Association may institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings or any other legal proceeding (**Proceedings**) in its own name on behalf of itself or on behalf of two or more Unit Owners, in a representative capacity, on matters affecting the Community, but any action on behalf of Unit Owners shall not convert any individual claims or legal rights that the Unit Owners may have into claims or rights of the Association.

15.8.2 Notice. The Board must carefully evaluate the potential costs and risks to the Unit Owners before committing the Unit Owners to a course of action in any Proceedings. The Board shall evaluate those matters and promptly provide notice in a Record to the Units Owners about any legal proceedings in which the Association is a party other than Proceedings involving the enforcement of Rules or to recover unpaid Assessments due to the Association. The notice shall describe: (i) the principal amount sought to be recovered; (ii) the estimated attorneys fees which will be chargeable to the Association; (iii) the basis on which the attorneys fees will be paid (for example, hourly, flat fee or contingent); (iv) the estimated cost of all witnesses or investigators including bookkeepers, accountants, consultants, investigators, contractors, and experts; (v) the nature of the Association's claims and defenses and the amount at issue; and (vi) the negative consequences the Unit Owners could suffer by reason of the proposed Proceedings, including the likelihood of special Assessments and the impact of the litigation on Unit sales or refinancing while the Proceedings are pending.

ARTICLE 16 BUDGET AND ASSESSMENTS

Section 16.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 16.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year in which Assessments are collected, the Board shall prepare a budget for the Association for the coming year. The budget must include: (i) the projected income to the Association by category, (ii) the projected Common Expenses and those Specially Allocated Expenses that are subject to being budgeted, both by category, (iii) the amount of Assessments per Unit and the date the Assessments are due, (iv) the amount of regular Assessments budgeted for contribution to the reserve account, (v) a statement of whether the Association has a reserve study that meets the requirements of the CIC Act and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study, and (vi) the current deficiency or surplus in reserve funding expressed on a per unit basis. The Budget shall also take into account any surplus or deficit carried over from the preceding year, and make provision for reasonable reserves for contingencies. The Board need not reserve for items that can reasonably be funded from cash flow or borrowing, and need not adopt a fully funded plan or contribution and may adopt such plan and contribution rate as it deems appropriate in its reasonable discretion. The Board may at any suitable time require the commencement of contributions to such reserve accounts. The Board need not adopt a new budget prior to the Transition Date, and any budget adopted during such period may be based on the actual expenses for the Association and need not provide for accumulation of reserves.

Section 16.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Community, the Board shall provide a copy of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not fewer than 14 or more than 50 days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget and the Assessments against the Units included in the Budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. If the Board proposes a supplemental budget during any fiscal year, such budget shall not take effect unless ratified by the Unit Owners in accordance with this Section 16.3.

Section 16.4 Revisions to Budget. The Board may revise the budget and any Assessments based thereon, from time to time for any reason, including non-payment of any Owner's

Assessments. Any revision to the budget is, however, subject to the notice requirements and the right of Owners to ratify the revised budget set forth in Section 16.3.

Section 16.5 Assessments for Common Expenses. The sums required by the Association for Common Expenses as reflected in the annual budget and any supplemental budget shall be divided into installments to be paid periodically, with such frequency as determined by the Board, over the period to be covered by the budget or supplemental budget. The Assessment for Common Expenses for each Unit shall be the sum of (a) the Common Expense Liability of that Unit multiplied by the total periodic installment for Common Expenses (except Specially Allocated Expenses) for all Units; and (b) any Specially Allocated Expenses of that Unit. Assessments shall commence against all Units that have been created by this Declaration no later than the date of the first Conveyance of a Unit to an Owner other than Declarant. Notwithstanding the foregoing, Declarant may delay the commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses beyond such date, in which event Declarant must pay all of the Common Expenses or Specially Allocated Expenses that have been delayed during the period of delay. Declarant may exercise the right to delay Assessments for any Units whether initially created or subsequently created pursuant to a Development Right to create Units. If Declarant has paid insurance premiums prior to the commencement of Assessments, it shall be entitled to a refund from the Association of any unearned premium for the period after commencement of Assessments. If the Association does not have adequate working capital at the commencement of Assessments to reimburse Declarant for the unearned premiums, it may deliver a promissory note to Declarant and pay the balance due over time.

Section 16.6 Specially Allocated Expenses. The Common Expenses described in this Section 16.6 shall be assessed against the Units as described herein, and not on the basis of the Unit's Common Expense Liability. Only the following costs can be specially allocated: (i) costs of insurance in proportion to risk, (ii) capacity charges and assessments, and (iii) costs of one or more specified utilities in proportion to respective usage or upon the same basis as such utility charges are made by the utility provider.

16.6.1 Intentionally Omitted

16.6.2 Intentionally Omitted

16.6.3 Insurance. The expense of procuring and maintaining insurance will be assessed against the Units according to their Common Expense Liability unless the Board determines, based on advice from the Association's insurance broker, agent or company, that differences in the value or replacement cost of improvements within individual Units or in the activities conducted within Units make it appropriate to assess the cost of insurance in accordance with risk.

16.6.4 Capacity Charges and Assessments. Any Common Expenses for the sewer capacity charge, business improvement district assessments, local improvement district assessments and other similar charges or assessments be assessed against the Units on the same basis, or in accordance with the same formula, as the assessments or charges are imposed by the governmental authority.

Section 16.7 Misconduct. To the extent that any Common Expense is caused by the negligence of any Owner or Authorized User of any Unit, the Association may assess that expense against the Owner's Unit.

Section 16.8 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a periodic basis, the Board may levy special Assessments for such expenses against the Units, subject to ratification by the Owners pursuant to Section 16.3.

Section 16.9 Reserve Studies. The Association shall obtain reserve studies and updated reserve studies as and when required by the CIC Act. An initial reserve study must be prepared by a reserve study professional and based upon either a reserve study professional's visual site inspection of completed improvements or a review of plans and specifications of or for unbuilt improvements, or both when construction of some but not all of the improvements is complete. An updated reserve study must be prepared annually and need not be completed each year by a reserve study professional; provided, however, that an updated reserve study must be prepared at least every third year by a reserve study professional and based upon a visual site inspection conducted by the reserve study professional. Until the expiration of all warranties given by or imposed upon Declarant, and the time period for filing any claims against Declarant, the Board shall contemporaneously send a copy of each reserve study to Declarant at the address specified in Section 26.1, or such other address as Declarant may specify in a Record to the Association from time to time.

Section 16.10 Creation of Reserve Account. Once Assessments for replacement reserves are collected, the Board shall establish one or more accounts for the deposit of reserve contributions. Any reserve account must be an income-earning account maintained under the direct control of the Board, and the Board is responsible for administering the reserve account. The operation of the reserve account and any Assessments for contribution to the reserve account shall be further governed by this Article 16 and the Bylaws.

Section 16.11 Withdrawals from Reserve Accounts. The Board may withdraw funds from the Association's reserve accounts to pay for unforeseen or unbudgeted costs that are unrelated to replacement costs of the reserve components. Any such withdrawal must be recorded in the minute books of the Association. The Board must give notice of any such withdrawal to each Unit Owner and adopt a repayment schedule not to exceed twenty-four months unless the Board determines that repayment within twenty-four months would impose an unreasonable burden on the Unit Owners. The Board must provide to Unit Owners along with the annual budget adopted in accordance with Section 16.2 of this Declaration (a) notice of any such withdrawal, (b) a statement of the current deficiency in reserve funding expressed on a per Unit basis, and (c) the repayment plan. The Board may withdraw funds from the reserve account without satisfying the notification of repayment requirements under this section to pay for replacement costs of reserve components not included in the reserve study.

Section 16.12 Payment of Assessments. On a date as the Board may establish by Rule, each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit due for that period, as determined by the Board. Any Assessment that is not paid when due will be subject to late charges, interest charges and collection adopted by the Board pursuant to Section 17.9. The Board shall have the right to change the Assessments to a monthly collection but any additional fees associated with this change will be passed to each Owner.

Section 16.13 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Community shall belong to the Association.

Section 16.14 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay Assessments during that or any subsequent year, and the

Assessments amounts established for the preceding year shall continue until new Assessments are established.

Section 16.15 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of the Owner s Unit, the Board must furnish a statement signed by an officer or authorized agent of the Association stating the amount of unpaid Assessments against that Unit. The Association must furnish the statement within 15 days after receiving the request. The statement shall be binding on the Association, the Board and every Unit Owner, unless and to the extent known by the recipient to be false. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the statement.

Section 16.16 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities. The Board shall have the discretion to determine when to impose the recalculated Assessments, but in no event, shall the Board delay imposition beyond the fiscal year during which the Common Expense Liabilities were reallocated.

Section 16.17 Initial Contribution to Working Capital. The first purchaser (as defined in the CIC Act) of any Unit shall, at the time of closing, pay to the Association (or Declarant as set forth below), in addition to other amounts due, an estimated amount of Five Hundred Dollars (500.00), as a nonrefundable initial contribution to the Association s working capital. Declarant shall not use any such contributions to defray expenses that are the obligation of Declarant.

ARTICLE 17 LIEN AND COLLECTION OF ASSESSMENTS

Section 17.1 Assessments Are a Lien; Priority.

17.1.1 The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due.

17.1.2 A lien under this Article 17 shall be prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the recording of this Declaration; (ii) a Mortgage on the Unit recorded before the date on which the unpaid Assessment became due; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

17.1.3 Except as provided in this Section 17.1.3, the lien shall also be prior to the Mortgages described in Section 17.1.2(ii) to the extent of an amount equal to:

17.1.3.1 Assessments (whether specially allocated or not) for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 16, which would have become due in the absence of acceleration during the six months immediately preceding the institution of proceedings to foreclose either the Association s lien or a Mortgage described in Section 17.1.2(ii); plus

17.1.3.2 The Association s actual costs and reasonable attorneys fees incurred in foreclosing its lien but incurred after the giving of the notice described in Section 17.1.3.3; provided, however, that the costs and reasonable attorneys fees that will have priority under this Section 17.1.3.2 shall not exceed 2,000 or an amount equal to the amounts described in Section 17.1.3.1, whichever is less.

17.1.3.3 The notice must satisfy the requirements of Section 515 of the CIC Act.

17.1.4 Recording of this Declaration constitutes recorded notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real estate records of the county in which the Community is located. Such recording shall not constitute the notice referred to in Section 17.1.3.3.

Section 17.2 Judicial Foreclosure. A lien arising under this Article 17 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW, subject to any rights of redemption under chapter 6.23 RCW. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months.

Section 17.3 Non-Judicial Foreclosure. A lien arising under this Article 17 may be foreclosed non-judicially in the manner set forth in chapter 61.24 RCW for non-judicial foreclosure of deeds of trust. For the purpose of preserving the Association's non-judicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Insurance Company or other title company or their successors or assigns (**Trustee**), to secure the obligations of each Unit Owner to the Association for the payment of Assessments. Each Unit Owner shall retain the right to possession of its Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Unit Owner's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien non-judicially pursuant to this Section 17.3, it shall not be entitled to the lien priority over Mortgages provided in Section 17.1.3 and shall be subject to the limits on deficiency judgments under chapter 61.24 RCW.

Section 17.4 Receiver During Foreclosure. In an action to collect Assessments or to foreclose on a lien on a Unit, the Association shall be entitled to the appointment of a receiver to collect all sums due and owing to the Unit Owner before commencement of the action or during the pendency of the action. The receivership shall be governed by chapter 7.60 RCW. During the pendency of the action, the court may order the receiver to pay sums held by the receiver to the Association for any Assessments against the Unit. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

Section 17.5 Effect of Foreclosure. The Association or its authorized representative shall have the power to purchase the Unit at the Foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Nothing in this Article 17 shall prohibit the Association from taking a deed in lieu of Foreclosure. Except as provided in Section 17.1.3, the holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through Foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

Section 17.6 Assessments Are Personal Obligations. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges in this Article 17, shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.7 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments are extinguished unless proceedings to enforce the lien or collect the debt are instituted within six years after the full amount of the Assessments sought to be recovered becomes due.

Section 17.8 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same is assessed as of the time the Assessment is due. In a voluntary Conveyance, other than by foreclosure, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

Section 17.9 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged, not to exceed the maximum rate calculated under RCW 19.52.020 on all subsequent delinquent Assessments or installments thereof. If the Association has not established such a rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 17.10 Recovery of Attorneys Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in a suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys fees if it prevails on appeal and in the enforcement of a judgment.

Section 17.11 Limitations on Foreclosure Proceedings. The Association may not commence an action to Foreclose a lien on a Unit under this Article 17 unless: (i) the Unit Owner, at the time the action is commenced, owes a sum equivalent to at least three months of Assessments, and (ii) the Board approves commencement of a Foreclosure action specifically against that Unit. Every aspect of a collection, Foreclosure, sale or other conveyance under this Article 17, including the method, advertising, time, date, place and terms must be commercially reasonable.

Section 17.12 Security Deposit. An Owner who has been chronically delinquent in paying its Assessments may, from time to time, be required by the Board, after Notice and Opportunity to be Heard, to make and maintain a security deposit not in excess of three months estimated Assessments, which shall be collected and shall be subject to penalties for non-payment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

Section 17.13 Remedies Cumulative. The remedies provided herein are cumulative, and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 18 ENFORCEMENT OF GOVERNING DOCUMENTS

Section 18.1 Rights of Action. Each Owner and its Authorized Users and the Association shall comply with the Governing Documents and the proper decisions of the Board. Declarant shall enjoy all the rights and assume all the obligations of an Owner as to each unsold Unit in the Community owned by Declarant. The Association acting on behalf of the Owners or any Owner acting on its own behalf may bring an action to recover sums due or damages, or for injunctive relief,

or any or all of them, against any party who fails to comply with the Governing Documents and the proper decisions of the Board.

Section 18.2 Additional Rights. In addition to any rights authorized by the CIC Act, the Board may, after Notice and Opportunity to Be Heard, take any of the following actions against any party who fails to comply with the Governing Documents and the proper decisions of the Board:

18.2.1 Require an Owner, at its own expense, to stop work on, and remove, any improvement from such Owner's Unit or other areas of the Community in violation of the Governing Documents and to restore the property to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

18.2.2 Levy Assessments to cover costs incurred by the Association to cure a violation of the Governing Documents;

18.2.3 Apply a security deposit posted by an Owner to any unpaid charges or Assessments;

18.2.4 Suspend any right or privilege of a Unit Owner who fails to pay an Assessment, but the Association may not (i) deny a Unit Owner or other occupant access to the Owner's Unit, (ii) suspend a Unit Owner's right to vote, or (iii) withhold services provided to a Unit or a Unit Owner by the Association if withholding the service would endanger the health, safety, or property of any Person; and

18.2.5 Exercise self-help or take action to abate any violation of the Governing Documents.

Notice and Opportunity to Be Heard shall not be required in an emergency situation or in regard to the removal of vehicles or items that are in violation of parking Rules.

Section 18.3 Remedies Cumulative; Attorneys Fees. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association or Owner prevails, it shall be entitled to recover all costs, including, without limitation, its attorneys' fees and court costs, reasonably incurred in such action.

Section 18.4 Enforcement Discretion; No Waiver. The decision to pursue enforcement action in any particular case shall be left to the judgment of the Board, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

18.4.1 The Association's position does not justify taking action or further action;

18.4.2 The covenant, restriction or Rule being enforced is, or is likely to be, construed as inconsistent with applicable law;

18.4.3 Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Association's resources; or

18.4.4 It is not in the Association's best interests to pursue enforcement action.

Such a decision shall not be construed to be a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or Rule. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in a Record and signed for by the Board. This Section 18.4 also extends and applies to Declarant.

Section 18.5 Notice and Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after Notice and Opportunity to Be Heard, the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, Tenants or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in a Record or both (as specified in the notice), subject to reasonable Rules of procedure established by the Board to ensure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected Person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 19 TORT AND CONTRACT LIABILITY

Section 19.1 Declarant Liability. An Owner is not liable, solely by reason of being an Owner, for an injury or damage arising out of the condition or use of the Common Elements. Neither the Association nor any Owner except Declarant is liable for Declarant's torts in connection with any part of the Community which Declarant has the responsibility to maintain. An action alleging a wrong done by the Association must be brought against the Association and not against any Owner. An Owner is not precluded from bringing an action contemplated by this Section 19.1 because it is a Unit Owner or a director or officer of the Association.

Section 19.2 Limitation of Liability for Utility Failure. Except to the extent covered by insurance obtained by the Association, neither the Association, the Board, the Managing Agent nor Declarant shall be liable to any Unit Owner for:

19.2.1 the failure of any utility or other service to be obtained and paid for by the Board;

19.2.2 injury or damage to Person or property caused by the elements, or resulting from electricity, water, rain, dust, mold or mildew which may leak, travel or flow from outside of any building; from any Unit, Common Element or part of the building; from any pipes, drains, conduits, appliances, or equipment; or from any other place; or

19.2.3 inconvenience or discomfort resulting from any action taken to comply with the Governing Documents or any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 19.3 Limitation of Personal Liability; Indemnification. Each director and officer of the Association shall be insulated from liability for its conduct as a director or officer of the Association to the extent set forth in the Articles and shall be entitled to indemnification to the extent set forth therein.

ARTICLE 20 INSURANCE

Section 20.1 Required Insurance. Commencing not later than the time of the first Conveyance of a Unit to a Person other than Declarant, the Association shall maintain in its own name, to the extent reasonably available and subject to reasonable deductibles, insurance meeting the requirements of this Article 20. The Association may, however, delay procurement of fidelity insurance until the election of the Board at the Transition Meeting. All insurance must be obtained from insurance carriers who are generally acceptable for similar projects, are authorized to do business in the State of Washington and meet the acceptability criteria of Fannie Mae, Freddie Mac, HUD and VA. The Board shall review at least annually the adequacy of the Association's insurance coverage. The Board shall promptly notify the Unit Owners if the required property or liability insurance is not reasonably available.

Section 20.2 Property Insurance Requirements. The Association shall maintain property insurance written on a special form of coverage. The property insurance shall cover (i) all Common Elements (including Limited Common Elements) and all real estate that must become Common Elements, (ii) to the extent not described in the foregoing clause, all installed machinery and equipment and personal property owned by the Association and located outside of a Unit (including but not limited to furniture, media equipment, and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering), and (iii) all other personal property of the Association. The property insurance shall insure against all risks of direct physical loss and may, but need not, include damage caused by earthquakes or terrorism. The amount of insurance shall not be less than 100% of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. To ensure adequate property insurance coverage, the Board shall periodically obtain insurance replacement cost appraisals of any buildings and personal property for which insurance is required under this Section 20.2.

Section 20.3 Liability Insurance Requirements. The Association shall maintain commercial general liability insurance, including medical payments insurance, which provides coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements in an amount of at least 1,000,000 for any single occurrence and 2,000,000 aggregate and which contains a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of the negligent act of the Association or other Unit Owners.

Section 20.4 Fidelity Insurance Requirements. The Association shall maintain, or require its Managing Agent to maintain, fidelity insurance naming the Association and its officers, directors, trustees and employees, any Managing Agent, and all other Persons who handle or are responsible for handling funds held or administered by the Association, whether or not the Person receives compensation for services, as insured. The bond shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definitions of employee or similar expression. The policy must provide minimum limits at least equal to the larger of (i) the highest amount of funds, including reserve funds, that the Association is expected to hold at any time while the policy is in force, or (ii) three months of the expected aggregate Assessments for the policy term, plus reserve funds. There shall be no requirement to obtain a fidelity bond prior to the Transition Meeting.

Section 20.5 Additional Insurance Requirements. The insurance policies obtained pursuant to Section 20.2 and Section 20.3 shall:

20.5.1 Provide that the Association is the named insured, and that each Unit Owner is an insured under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

20.5.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or Tenants, and members of their household, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

20.5.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, or any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy; and

20.5.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right to set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee.

Section 20.6 Adjustment of Losses; Insurance Trustee; Power of Attorney. Any loss covered by the insurance described in Section 20.2 must be adjusted with the Association, but the proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association must hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Sections 20.9 and 21.4, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes. Each Owner and the Owner's Mortgagee, if any, are beneficiaries of the policy in accordance with percentages established by the Common Ownership Interest of Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request.

Section 20.7 Additional Insurance. The Association may maintain such other insurance as the Board deems advisable; provided that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, loss of maintenance fees and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Fannie Mae, Freddie Mac, HUD or VA, or other governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or an Owner of a Unit within the Community or an insurer of a Mortgage encumbering a Unit, except to the extent such coverage is not reasonably available or has been waived in a Record by such agency.

Section 20.8 Owners Individual Insurance. Each Unit Owner shall maintain special cause-of-loss coverage in an amount equal to 100% of the replacement cost of its Unit and the Home thereon. Each Unit Owner and Tenant shall maintain a liability policy insuring against liability for property damage or bodily injury caused by the Unit Owner or Tenant or those for whom each is legally responsible, and cover any obligation to pay or reimburse the Association for any deductible under the Association's property insurance or for any portion of loss caused by the insured and not covered by the Association's property insurance. The liability policy shall have a limit of liability of at least the full replacement value of the Home and any Structures with the Unit. Owners must obtain the required insurance from insurance carriers authorized to do business in the State of Washington. All policies must provide that coverage may not be canceled without 30 days written notice to the Association. The Board may adopt Rules that establish greater or more specific requirements for such policies, including minimum amounts and types of coverage.

Section 20.9 Board has no Obligation to Monitor Unit Owners Insurance. The Association has no insurable interest in the Units, the Dwellings or personal property owned by Unit Owners, tenants or other Occupants. The Board of Directors is not obligated to monitor the existence or nonexistence of any insurance required under Section 20.8; such responsibility, and the risks to the Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Unit Owner or tenant as to any personal property insurance if the Unit is subject to a lease. An Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure. A failure by the Owner or tenant to maintain such insurance or to make a claim under an existing policy, which failure results in an inability of such person to reimburse the Association for any form of economic loss, damage or other harm to the Association caused by such person shall constitute willful misconduct or gross negligence on the person's part.

Section 20.10 Use of Insurance Proceeds. Any portion of the Community, for which insurance is required under Section 20.2 which is damaged or destroyed must be repaired or replaced promptly by the Association pursuant to Article 21.

Section 20.11 Certificate. An insurer that has issued an insurance policy under this Article 20 shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or Mortgagee. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or non-renewal of contracts of insurance.

Section 20.12 Notification of Sale of Unit. Promptly upon Conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the Conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

ARTICLE 21 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 21.1 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article 21:

21.1.1 **Damage** shall mean all kinds of damage, whether of slight degree or total destruction, caused by casualty or other occurrence, but shall not include construction defects, deterioration or wear and tear.

21.1.2 **Substantial Damage** shall mean that in the judgment of a majority of the Board the estimated Assessment determined under Section 21.2.4 for any one Unit exceeds 3% of the full, fair market value of the Unit before the Damage occurred, as determined by the then current assessed value for the purpose of real estate taxation.

21.1.3 **Repair** shall mean restoring the damaged improvements to substantially the condition they were in before they were damaged, with the Unit and the Common Elements having substantially the same boundaries as before. Repair does include restoration of improvements or betterments installed after Conveyance by Declarant if those improvements or betterments are not insured because the Owner failed to notify the Board of their installation. Modifications to conform to applicable governmental Rules or available means of construction may be made.

21.1.4 **Emergency Work** shall mean work that the Board deems reasonably necessary to avoid further Damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

Section 21.2 Initial Board Determination. In the event of Damage to any portion of the Community that the Association is required to insure by this Declaration, the Board shall promptly take the following actions. In doing so, the Board shall obtain such advice from professionals (such as engineers, architects, contractors, insurance consultants, lenders and attorneys) as the Board deems advisable and shall consider the information then known to the Board.

21.2.1 Determine the nature and extent of the Damage to the insured property and loss to the Association, together with an inventory of the improvements and property directly affected thereby.

21.2.2 Obtain as reliable an estimate as possible of the cost and time to Repair the Damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

21.2.3 Determine the insurance proceeds and reserves, if any, that will likely be available to pay for the Damage.

21.2.4 Determine (i) the amount, if any, by which the estimated cost of Repair is likely to exceed the expected insurance proceeds, the reserves available to Repair the Damage, other available funds of the Association, and the deductibles owed by Owners; and (ii) the likely amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense.

Section 21.3 Notice of Damage. The Board shall provide each Owner with a written notice summarizing the initial Board determinations made under Section 21.2, explaining any further information needed by the Board to make a final decision on the cost and schedule for Repairs. If the Board determines that the Damage is Substantial Damage then the notice shall also explain any further information needed by the Board to allow the Owners to make an informed decision about Repairs to the Community, and shall call a special meeting to consider whether to Repair the Damage. If the Damage affects a material portion of the Community, the Board shall also send the notice to each Mortgagee. If the Board fails to call a meeting within 30 days of the Damage, any Owner or Mortgagee may call such a meeting. The Board may, but is not required to, call such a meeting in other circumstances.

Section 21.4 Execution of Repairs.

21.4.1 The Association shall promptly Repair any damaged portion of the Community that the Association is responsible to insure and to maintain or repair unless:

21.4.1.1 The Community is terminated by vote at a special meeting called in accordance with Section 21.3 and taken in accordance with the termination provisions of the Declaration and CIC Act;

21.4.1.2 Repair would be illegal under any state or local health or safety statute or ordinance; or

21.4.1.3 Owners holding at least 80% of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and Declarant if Declarant has the right to create Units in the Community, vote not to Repair the Damage.

21.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others and take such other action as is reasonably necessary to make the Repairs. Contracts for the Repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the Repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

21.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of 50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article 21.

The Board may expend so much of the insurance proceeds and Association funds as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 21.5. The cost of Repair or replacement in excess of insurance proceeds, reserves, and deductibles paid by Owners, is a Common Expense.

Section 21.5 Effect of Decision Not to Repair. If all of the damaged or destroyed portions of the insured property are not repaired or replaced:

21.5.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community;

21.5.2 The insurance proceeds attributable to Units and Limited Common Elements that are not repaired or replaced shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated or to lien holders, as their interests may appear; and

21.5.3 The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to their Common Ownership Interests.

If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 22, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section 21.5, Article 25 governs the distribution of insurance proceeds if the Community is terminated.

ARTICLE 22 CONDEMNATION

Section 22.1 Power of Attorney. The Association shall represent the Unit Owners in any legal proceedings related to the condemnation of all or part of the Common Elements, and shall have the sole authority to control, negotiate and settle such matters on behalf of the Unit Owners. Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Common Elements. Any proceeds from a condemnation shall be paid to the Association for the benefit of affected Units and their Mortgagees, as set forth herein. Should the Association not act, based on their right to act pursuant to this Section 22.1, the affected Owners may individually or jointly act on their own behalf.

Section 22.2 Consequences of Condemnation; Notices. If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly give notice of the proceeding or proposed acquisition to each Owner and Mortgagee and to Declarant unless each and every Development Right and Special Declarant Right has expired.

Section 22.3 Condemnation of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit that may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its Allocated Interests, whether or not any Common Elements are acquired. The award shall be distributed to the Owner or lien holder of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section 22.3 is thereafter a Common Element.

Section 22.4 Condemnation of Part of a Unit. Except as provided in Section 22.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Ownership Interest, whether or not any Common Elements are acquired. The award shall be distributed to the Owner or lien holders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that Unit's Common Ownership Interest and Common Expense Liability are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 22.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation, any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Unit to which that Limited Common Element was allocated at the time of the acquisition, or to lien holders, as their interests may appear, and the portion of the award attributable to the other Common

Elements shall be distributed to the Association. If the Board determines that a particular Owner's interest in the Common Elements will be diminished with respect to other Owners by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

Section 22.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 21.

Section 22.7 Taking of Special Declarant Rights. The Association will have no power to represent Declarant in any condemnation or eminent domain proceedings relating to any Development Rights or Special Declarant Rights. Declarant, and not the Association, will be entitled to receive all awards attributable to any Development Rights or Special Declarant Rights.

ARTICLE 23 PROCEDURES FOR SUBDIVIDING OR COMBINING UNITS

Section 23.1 Subdivision or Combination of Units. A Unit may not be subdivided into a greater number of Units, and two or more Units may not be combined into a lesser number of Units. This Section 23.1 does not apply to the exercise of Development Rights.

ARTICLE 24 AMENDMENT OF DECLARATION, MAP, ARTICLES OR BYLAWS

Section 24.1 Procedures. Except in cases of amendments that may be executed by Declarant, the Association or certain Owners under other provisions of this Declaration or under the CIC Act, the Declaration, and the Map, Articles and Bylaws may be amended only by vote or agreement of the Owners as specified in this Article 24. Provisions in this Declaration pertaining to Special Declarant Rights that have not expired may not be amended without the consent of Declarant.

24.1.1 Any Owner or Owners may propose amendments to the Board. If approved by a majority of the Board, the amendment shall be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, the Board shall submit the amendment to the members of the Association for their consideration at the next regular or special meeting for which timely notice can be given. The notice for any meeting at which an amendment will be considered shall include the text of the amendment.

24.1.2 Amendments may be adopted at a meeting of the members of the Association or by such alternative methods as allowed by the Bylaws, after such notice as is required by the Bylaws and this Declaration has been given to all Persons (including Mortgagees) entitled to receive notices.

24.1.3 Upon its adoption and the receipt of any necessary consent under this Article 24, an amendment to the Declaration or the Map will become effective when it is recorded or filed in the real estate records in the county in which the Community is located. The amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. No action to challenge the validity of an amendment to the Declaration or Map adopted by the Association pursuant to this Article 24 may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

24.1.4 Amendments under this Section 24.1 shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 24.2 Consent Required. Except in cases of amendments that may be executed by a Declarant, the Association, or certain Owners under the CIC Act pursuant to different standards, including as specified in RCW 64.90.285, the percentages of consent of Owners and Mortgagees required for adoption of amendments to the Declaration are as follows:

24.2.1 General. Except as set forth elsewhere in this Section 24.2, an amendment to the Declaration or the Map shall require the vote or agreement of Unit Owners holding at least 67% of the Voting Interest in the Association.

24.2.2 Creation of Special Declarant Rights; Increase in Units; Boundary Changes; Changes in Allocated Interests. Except to the extent permitted or required under the CIC Act or this Declaration, an amendment to the Declaration that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, or changes the Allocated Interests of a Unit shall require the vote or agreement of the Owners holding at least 90% of the Voting Interest in the Association, including the consent of any Owner of a Unit, the boundaries or Allocated Interests of which will be changed by the amendment.

24.2.3 Modification of Allowed and Prohibited Uses. Except to the extent permitted or required under the CIC Act or this Declaration, an amendment to the Declaration that allows any use of the Units other than residential use or that prohibits the residential use of the Units shall require the vote or agreement of the Owners holding at least 90% of the Voting Interest in the Association. Any such amendment must provide reasonable protection for a use permitted at the time the amendment is adopted.

24.2.4 Director and Officer Indemnification. No amendment to any provision in the Declaration, Articles or Bylaws may restrict, eliminate or modify (i) any right of a director or officer of an Association to indemnification or any (ii) limitation of liability of such persons, as to conduct that occurred prior to the amendment. Any current or former director or officer affected by such amendment, who is not a Unit Owner is a third party beneficiary of this provision entitled to enforce it.

24.2.5 Special Declarant Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right that has not expired without the consent of Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any real estate subject thereto. No amendment may restrict, eliminate, or otherwise modify any right of directors or officers to indemnification for conduct that occurred prior to the amendment, without the consent of that director or officer.

Section 24.3 Amendments by Declarant. In addition to any other rights to amend the Governing Documents in the CIC Act or this Declaration, Declarant may at any time, upon 30 days advance notice to the Association, adopt, execute and record an amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, all within five years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error or ambiguity. Declarant may execute and record any such amendment itself and need not otherwise comply with the requirements of this Article 24.

ARTICLE 25 TERMINATION OF COMMUNITY

Section 25.1 Action Required. Except in the case of the taking of all Units by condemnation or a judicial termination of the Community pursuant to the CIC Act, the Community may be terminated only by (i) agreement of Owners of Units to which at least 80% of the Voting Interest in the Association is allocated, and (ii) the consent of all the holders, including Declarant, of any unexpired Development Rights or Special Declarant Rights.

Section 25.2 Limitation on Termination. The Community may not be terminated while Declarant has any Development Right or Special Declarant Right without the consent of Declarant and any Mortgagee of record with a security interest in the Development Right or Special Declarant Right or in any real estate subject thereto, excluding Mortgagees of Units owned by Persons other than Declarant.

Section 25.3 CIC Act Governs. The applicable provisions of the CIC Act relating to termination of common interest communities, contained in Section 290 of the CIC Act, as it may be amended, shall govern the termination of the Community, including, but not limited to, the disposition of real estate in the Community and the distribution of proceeds from the sale of real estate.

ARTICLE 26 NOTICES

Section 26.1 Form and Delivery of Notice. Notices to the Association, Board, any Owner or any occupant of a Unit must be provided in such manner as provided in the CIC Act. Notices to Declarant must be provided in a Tangible Medium and must be transmitted by mail, private carrier or personal delivery to the following address, or such other address as Declarant may specify in written notice to the Board or the Owners:

SSHI LLC
11241 Slater Ave NE, Suite 200
Kirkland, WA 98033
Attn: HOA Coordinator

ARTICLE 27 ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

ARTICLE 28 DISPUTE RESOLUTION

Section 28.1 Mediation and Binding Arbitration of Claims. Any and all claims, disputes or controversies (whether under federal, state or local law) between or between or among any of the Association, the Board or one or more Unit Owners or Authorized Users arising from or related to (i) the Governing Documents, (ii) the Community, or (iii) the management or operation of the Community or the Association, including, without limitation, any such claim of breach of contract, negligence, breach of any duty under the Washington Uniform Common Interest Ownership Act or breach of any alleged duty of good faith and fair dealing (collectively, "**Claim**" or "**Claims**"), shall be resolved exclusively by binding, non-appealable, arbitration as set forth herein. Notwithstanding the foregoing, the following matters shall not be Claims subject to mandatory mediation or arbitration under this Article 28: (i) any action or remedy initiated by or against any Mortgagee, (ii) judicial Foreclosure actions, (iii) non-judicial trustee sales, (iv) the appointment of a receiver during Foreclosure, or (v) actions to collect or enforce any order, decision or award rendered by arbitration.

Section 28.2 Initiation of Arbitration; Mediation. If any party to a Claim determines that the Claim cannot be resolved without intervention, then that party shall give notice in a Tangible Medium to all other parties to the Claim demanding that the Claim be submitted to mediation and arbitration pursuant to this Article 28. The parties shall attempt to resolve any Claims in good faith through mediation at the outset of any arbitration proceeding. Any administrative fees of the mediation service and fees of the mediator shall be borne equally by the parties to the mediation. Each party shall pay its own attorneys fees and costs in connection with the mediation.

Section 28.3 Arbitrator s Authority. This Article 28 shall be deemed to be a self-executing arbitration agreement. Without limiting the authority of the arbitrator under the applicable arbitration rules, the arbitrator shall have the authority to decide (i) the substance of the Claim and any defenses and counterclaims relating thereto, (ii) procedural or evidentiary issues, (iii) issues relating to discovery, (iv) issues relating to applicable law, and (v) issues as to the interpretation or the enforceability of this arbitration agreement, including, without limitation, its revocability, unconscionability or voidability for any cause, the scope of arbitrable issues. The arbitrator shall have the authority to award both damages and injunctive relief and to enforce the arbitration award. The arbitrator shall not have the authority to award punitive or exemplary damages.

Section 28.4 Arbitration Fees. All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

Section 28.5 Arbitration Service; Arbitrator. The arbitration shall be conducted by the American Arbitration Association pursuant to its *Construction Industry Arbitration Rules* in effect as of the date of the Claim notice. The arbitrator shall possess sufficient knowledge in single family plat communities as determined by the arbitration service.

Section 28.6 Arbitration Procedures and Hearing. All arbitration hearings and meetings shall occur in the county in which the Community is located. The arbitrator shall apply the substantive law of the State of Washington. The arbitrator may allow factual discovery of information from the parties and witnesses to the extent reasonably relevant to claims and damages at issue but shall protect the parties from irrelevant, burdensome or unreasonable discovery. Prior to the arbitration hearing, the parties must agree upon a written statement of the claim theories to be arbitrated. The arbitrator shall schedule the arbitration hearing for the earliest possible time that is consistent with fairness to the parties and the complexity of the issues. A party may request a stenographic record of the arbitration hearing. At the conclusion of the hearing in making the award, the arbitrator shall state in writing the theories raised by the parties and on which the award is based.

Section 28.7 Attorneys Fees and Costs. The arbitrator shall have the authority to award actual reasonable attorneys fees and costs to the prevailing party. An attorneys fee award shall be calculated based upon the actual reasonable hours spent multiplied by a reasonable hourly rate given the experience and knowledge of the biller, without adjustment for risk, delay or difficulty. An attorneys fee award must be reasonable under the Washington Rules of Professional Conduct. For purposes of this section, a party is a prevailing party if it recovers the majority of the relief it has claimed, or if it prevents another party from recovering the majority of the relief it has claimed, including the enforcement of this Article 28. It may be appropriate in some cases to determine the prevailing party on a claim by claim basis. In some cases there may be no prevailing party.

Section 28.8 Finality. The decision and award of the arbitrator shall be final and binding and may not be appealed to an arbitration panel or a court. The arbitrator s decision and award and may be entered as a judgment in any state or federal court of competent jurisdiction, and a party may institute judicial proceedings to enforce the arbitration award.

Section 28.9 Applicability of Arbitration Acts. The parties expressly agree that the use, operation, management, development, maintenance, repair and replacement of the Community involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1, et seq.) and the Washington Uniform Arbitration Act (Chapter 7.04A RCW) now in effect and as the same may from time to time be amended, to the exclusion of any inconsistent state or local law, ordinance or judicial rule. To the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the rules of the arbitration service shall govern the conduct of the arbitration.

Section 28.10 Applicability of Statutes of Limitations. No Claim can be asserted in arbitration after the date such claim could be asserted in a judicial proceeding under applicable statutes of limitation and repose.

Section 28.11 Enforceability. This Article 28 shall inure to the benefit of, and be enforceable by, the Association, the Board, the Unit Owners and Authorized Users and their respective members, managers, officers, directors, employees, agents, attorneys and insurers. The initiation by any party who reserves the right to arbitrate of a judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder, or the filing of a lis pendens, shall not be deemed a waiver of the right to arbitrate or to enforce this arbitration agreement, and, notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay or refuse to participate in arbitration, or to refuse to enforce this arbitration agreement.

Section 28.12 Severability. If any provision of this Article 28 shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

Section 28.13 Waiver of Right to Judicial Proceedings. Each person subject to this Declaration waives any right it may have to institute a judicial proceeding to decide a Claim, to demand arbitration under chapter 64.50 of the Revised Code of Washington, or to demand a trial de novo after arbitration under chapter 64.50 of the Revised Code of Washington.

Section 28.14 Waiver of Right to Jury Trial. Each person subject to this Declaration waives any right it may have to a jury trial under federal or state law as to any dispute between them arising from or involving a Claim. In addition, if the arbitration provisions of this Article 28 are deemed entirely or partially invalid, void or unenforceable by the arbitrator or a judge, such that the parties are not required to resolve their disputes through binding arbitration for any reason, any and all Claims shall be tried before a judge in a court of competent jurisdiction in the State of Washington in the county where the Community is located, and not before a jury, and all parties waive any right to a trial by jury.

Section 28.15 Survival. The provisions of this Article 28 shall survive the transfer by any party of its interest or involvement in the Community or any Unit and the termination of this Declaration.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE AND NOTARY ON FOLLOWING PAGE]***

**DECLARANT'S SIGNATURE PAGE FOR
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

Date:

SSHI LLC, a Delaware limited liability company dba D.R. Horton

By: SHLR of Washington, Inc., a Washington corporation, its sole member

By: _____
Kevin Capuzzi, Seattle Division President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I do hereby certify that Kevin Capuzzi, personally known to me to be the Seattle Division President of SHLR of Washington, Inc., a Washington corporation, the sole member of SSHI LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, appeared before me and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

DATED: .



(Print Name) _____
Notary Public for the State of Washington
Residing at: _____
My commission expires: _____

SCHEDULE A
Tahoma Valley Estates

DESCRIPTION OF REAL ESTATE SUBJECT TO DECLARATION

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION, 400.96 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LESTER E. BACKUS AND SARA E. BACKUS, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR S FEE NO. 2726585 AND THE TRUE POINT OF BEGINNING;
THENCE ALONG THE SOUTH LINE OF SAID BACKUS TRACT SOUTH 89 58 EAST 539.88 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO GILBERT P. ENGER AND MILDRED M. ENGER, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR S FEE NO. 2196240;
THENCE ALONG THE SOUTH LINE OF SAID ENGER TRACT CONTINUING SOUTH 89 58 EAST TO THE CENTERLINE OF COUNTY STREET (HARMAN WAY);
THENCE ALONG SAID CENTERLINE SOUTH 27 44 EAST 70 FEET;
THENCE SOUTH 65 07 22 WEST 180 FEET;
THENCE SOUTH 27 44 EAST 125 FEET;
THENCE NORTH 65 07 22 EAST 180 FEET TO THE CENTERLINE OF COUNTY STREET HARMAN WAY;
THENCE ALONG SAID CENTERLINE SOUTH 27 44 EAST 45 FEET;
THENCE SOUTH 65 07 22 WEST 424.37 FEET;
THENCE SOUTH 89 51 WEST 800 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH ALONG SAID WEST LINE 393.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;
EXCEPT COUNTY ROAD;
SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

APN: 0519322019

SCHEDULE B
Tahoma Valley Estates

(MAINTENANCE RESPONSIBILITY CHART)

UNIT IMPROVEMENT:	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Home and Structures on Unit	Unit Owner	Unit Owner	Unit Owner
Yards, improvements, fencing and landscaping on Unit	Unit Owner	Unit Owner	Unit Owner
Portions of Utility Installations or Private Storm Drainage Facilities serving only one Unit, exclusive of Tract D serving Unit 15	Unit Owner	Unit Owner	Unit Owner
LIMITED COMMON ELEMENT	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Tracts B and C Private Access Areas and for Utilities (Units 22, 25, 28 & 31)	Association	Association- but not any facilities or utilities located thereon maintained by public utilities or the City	Association
COMMON ELEMENTS	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Tract A Storm Drainage and Pond	Association	Association	Association
Tract D Private Access/Recreation and Utilities	Association	Association - but not any facilities or utilities located thereon maintained by public utilities or the City	Association: Assessed to all Units
Mail Kiosks	Association	Association	Association: Assessed to all Units
Right-of-Way Landscaping	Association	Association	Association: Assessed to all Units
PUBLIC PROPERTY	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Street Lighting	Public Utility	Public Utility	Public Utility
Stormwater Facilities located upon Tract A	City	City	City

Closure Calculations

BELFAIR ESTATES



BOUNDARY

Course: S26°33'11"E	Length: 125.00'
Course: N66°17'54"E	Length: 150.74'
Length: 38.12'	Radius: 1,940.00'
Delta: 1°07'33"	Tangent: 19.06'
Chord: 38.12'	Course: S28°43'49"E
Course In: N61°49'58"E	Course Out: S60°42'24"W
Course: S66°14'34"W	Length: 409.83'
Course: N88°57'04"W	Length: 782.74'
Course: N0°27'28"E	Length: 393.48'
Course: S88°46'19"E	Length: 1,042.21'
Course: S26°33'11"E	Length: 84.32'
Course: S66°17'54"W	Length: 149.97'
Perimeter: 3,176.41'	Area: 389,425.419Sq.Ft.
Error Closure: 0.0150	Course: S36°15'05"E
Error North : -0.01209	East: 0.00887
Precision 1: 211,760.67	

ROAD

Length: 270.20'	Radius: 55.00'
Delta: 281°28'44"	Tangent: 44.95'
Chord: 69.61'	Course: S34°29'42"E
Course In: S85°14'04"E	Course Out: S16°14'40"W
Length: 19.09'	Radius: 25.00'
Delta: 43°45'38"	Tangent: 10.04'
Chord: 18.63'	Course: S84°21'51"W
Course In: S16°14'40"W	Course Out: N27°30'57"W
Length: 112.17'	Radius: 225.00'
Delta: 28°33'53"	Tangent: 57.28'
Chord: 111.02'	Course: S76°45'59"W

(Road continued)

Course In: N27°30'57"W Course Out: S1°02'56"W

Course: N88°57'04"W Length: 601.62'

Course: N0°27'28"E Length: 50.00'

Course: S88°57'04"E Length: 602.14'

Length: 72.88' Radius: 175.00'
Delta: 23°51'36" Tangent: 36.97'
Chord: 72.35' Course: N79°07'08"E
Course In: N1°02'56"E Course Out: S22°48'40"E

Length: 27.24' Radius: 25.00'
Delta: 62°25'24" Tangent: 15.15'
Chord: 25.91' Course: N35°58'38"E
Course In: N22°48'40"W Course Out: S85°14'04"E

Perimeter: 1,755.35' Area: 44,786.381Sq.Ft.
Error Closure: 0.0051 Course: S59°30'23"E
Error North : -0.00260 East: 0.00441

Precision 1: 344,184.31

LOT 1

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 75.82'

Course: N0°27'28"E Length: 120.51'

Course: S88°57'04"E Length: 77.07'

Perimeter: 393.89' Area: 9,211.526Sq.Ft.
Error Closure: 0.0076 Course: N63°01'48"E
Error North : 0.00346 East: 0.00680

Precision 1: 51,828.95

LOT 2

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

Perimeter: 363.00' Area: 7,350.500Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 363,000,000.00

LOT 3

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

Perimeter: 363.00' Area: 7,350.500Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 363,000,000.00

LOT 4

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

(Lot 4 continued)

Perimeter: 363.00' Area: 7,350.500Sq.Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North : 0.00000 East: 0.00000

Precision 1: 363,000,000.00

LOT 5

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

Perimeter: 363.00' Area: 7,350.500Sq.Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North : 0.00000 East: 0.00000

Precision 1: 363,000,000.00

LOT 6

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

Perimeter: 363.00' Area: 7,350.500Sq.Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North : 0.00000 East: 0.00000

Precision 1: 363,000,000.00

LOT 7

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

Perimeter: 363.00' Area: 7,350.500Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 363,000,000.00

LOT 8

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

Perimeter: 363.00' Area: 7,350.500Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 363,000,000.00

LOT 9

Course: S1°02'56"W Length: 120.50'

Course: N88°57'04"W Length: 61.00'

Course: N1°02'56"E Length: 120.50'

Course: S88°57'04"E Length: 61.00'

(Lot 9 continued)

Perimeter: 363.00'	Area: 7,350.500Sq.Ft.
Error Closure: 0.0000	Course: N0°00'00"E
Error North : 0.00000	East: 0.00000

Precision 1: 363,000,000.00

LOT 10

Course: S1°02'56"W	Length: 121.94'
Course: N88°57'04"W	Length: 62.00'
Course: N1°02'56"E	Length: 120.50'
Course: S88°57'04"E	Length: 36.56'
Length: 25.50'	Radius: 225.00'
Delta: 6°29'34"	Tangent: 12.76'
Chord: 25.48'	Course: N87°48'09"E
Course In: N1°02'56"E	Course Out: S5°26'38"E

Perimeter: 366.50'	Area: 7,483.224Sq.Ft.
Error Closure: 0.0040	Course: N40°12'19"E
Error North : 0.00308	East: 0.00260

Precision 1: 91,625.00

LOT 11

Course: S1°02'56"W	Length: 136.54'
Course: N88°57'04"W	Length: 58.00'
Course: N1°02'56"E	Length: 121.94'
Length: 59.99'	Radius: 225.00'
Delta: 15°16'32"	Tangent: 30.17'
Chord: 59.81'	Course: N76°55'06"E
Course In: N5°26'38"W	Course Out: S20°43'10"E

(Lot 11 continued)

Perimeter: 376.48' Area: 7,416.484Sq.Ft.
Error Closure: 0.0014 Course: N9°09'31"W
Error North : 0.00142 East: -0.00023

Precision 1: 268,907.14

LOT 12

Course: S1°02'56"W Length: 148.14'

Course: N88°57'04"W Length: 56.00'

Course: N1°02'56"E Length: 136.54'

Length: 26.69' Radius: 225.00'
Delta: 6°47'47" Tangent: 13.36'
Chord: 26.67' Course: N65°52'56"E
Course In: N20°43'10"W Course Out: S27°30'57"E

Length: 19.09' Radius: 25.00'
Delta: 43°45'38" Tangent: 10.04'
Chord: 18.63' Course: N84°21'51"E
Course In: S27°30'57"E Course Out: N16°14'40"E

Length: 13.52' Radius: 55.00'
Delta: 14°05'11" Tangent: 6.80'
Chord: 13.49' Course: S80°47'55"E
Course In: N16°14'40"E Course Out: S2°09'29"W

Perimeter: 399.99' Area: 8,192.825Sq.Ft.
Error Closure: 0.0007 Course: S1°26'45"W
Error North : -0.00067 East: -0.00002

Precision 1: 571,400.00

LOT 13

Course: S1°02'56"W	Length: 108.52'
Course: S66°14'34"W	Length: 14.41'
Course: N88°57'04"W	Length: 42.92'
Course: N1°02'56"E	Length: 148.14'
Length: 28.64'	Radius: 55.00'
Delta: 29°50'17"	Tangent: 14.65'
Chord: 28.32'	Course: N77°14'21"E
Course In: N2°09'29"E	Course Out: S27°40'48"E
Course: S34°11'19"E	Length: 49.39'
Perimeter: 392.03'	Area: 7,932.154Sq.Ft.
Error Closure: 0.0065	Course: S26°13'45"W
Error North : -0.00581	East: -0.00286
Precision 1: 60,310.77	

LOT 14

Course: S46°35'50"E	Length: 164.99'
Course: S66°14'34"W	Length: 120.00'
Course: N1°02'56"E	Length: 108.52'
Course: N34°11'19"W	Length: 49.39'
Length: 20.11'	Radius: 55.00'
Delta: 20°57'10"	Tangent: 10.17'
Chord: 20.00'	Course: N51°50'37"E
Course In: N27°40'48"W	Course Out: S48°37'57"E
Perimeter: 463.01'	Area: 8,898.453Sq.Ft.
Error Closure: 0.0024	Course: N39°48'52"E
Error North : 0.00184	East: 0.00154
Precision 1: 192,920.83	

LOT 15

Course: S63°26'49"W	Length: 102.12'
Length: 23.10'	Radius: 29.00'
Delta: 45°38'24"	Tangent: 12.20'
Chord: 22.49'	Course: N69°25'02"W
Course In: N2°14'14"W	Course Out: S43°24'10"W
Course: N46°35'50"W	Length: 46.95'
Course: N63°26'49"E	Length: 133.52'
Course: S26°33'11"E	Length: 60.59'
Perimeter: 366.29'	Area: 7,378.376Sq.Ft.
Error Closure: 0.0072	Course: N29°34'38"E
Error North : 0.00622	East: 0.00353
Precision 1: 50,872.22	

LOT 16

Course: S26°33'11"E	Length: 60.00'
Course: S63°26'49"W	Length: 133.52'
Course: N46°35'50"W	Length: 63.87'
Course: N63°26'49"E	Length: 155.41'
Perimeter: 412.79'	Area: 8,667.714Sq.Ft.
Error Closure: 0.0017	Course: N66°10'43"W
Error North : 0.00069	East: -0.00156
Precision 1: 242,823.53	

LOT 17

Course: N46°35'50"W	Length: 15.87'
Length: 46.50'	Radius: 55.00'
Delta: 48°26'34"	Tangent: 24.74'
Chord: 45.13'	Course: N6°38'13"W
Course In: N72°24'56"W	Course Out: N59°08'30"E
Course: N40°49'26"E	Length: 54.49'
Course: N62°45'26"E	Length: 100.31'
Course: N27°14'47"W	Length: 78.47'
Course: S88°46'19"E	Length: 164.57'
Course: S26°33'11"E	Length: 84.32'
Course: S66°17'54"W	Length: 149.97'
Course: S26°33'11"E	Length: 4.41'
Course: S63°26'49"W	Length: 155.41'
Perimeter: 854.32'	Area: 28,896.664Sq.Ft.
Error Closure: 0.0103	Course: S40°34'28"W
Error North : -0.00782	East: -0.00670
Precision 1: 82,943.69	

LOT 18

Length: 20.30'	Radius: 55.00'
Delta: 21°08'45"	Tangent: 10.27'
Chord: 20.18'	Course: N41°25'52"W
Course In: S59°08'30"W	Course Out: N37°59'45"E
Course: N35°41'01"E	Length: 67.38'
Course: N1°02'56"E	Length: 88.38'
Course: S88°46'19"E	Length: 61.33'
Course: S27°14'47"E	Length: 78.47'

(Lot 18 continued)

Course: S62°45'26"W Length: 100.31'

Course: S40°49'26"W Length: 54.49'

Perimeter: 470.66' Area: 9,327.486Sq.Ft.
Error Closure: 0.0027 Course: S22°08'54"E
Error North : -0.00253 East: 0.00103

Precision 1: 174,318.52

LOT 19

Length: 25.05' Radius: 55.00'
Delta: 26°05'48" Tangent: 12.75'
Chord: 24.83' Course: N65°03'09"W
Course In: S37°59'45"W Course Out: N11°53'57"E

Course: N1°02'56"E Length: 133.95'

Course: S88°46'19"E Length: 61.00'

Course: S1°02'56"W Length: 88.38'

Course: S35°41'01"W Length: 67.38'

Perimeter: 375.77' Area: 7,579.730Sq.Ft.
Error Closure: 0.0012 Course: N54°30'30"W
Error North : 0.00069 East: -0.00096

Precision 1: 313,133.33

LOT 20

Length: 77.50' Radius: 55.00'
Delta: 80°44'18" Tangent: 46.76'
Chord: 71.25' Course: S61°31'48"W
Course In: S11°53'57"W Course Out: N68°50'21"W

Course: N1°02'56"E Length: 99.41'

Course: N1°02'56"E Length: 69.84'

(Lot 20 continued)

Course: S88°46'19"E Length: 62.00'

Course: S1°02'56"W Length: 133.95'

Perimeter: 442.71' Area: 8,760.705Sq.Ft.
Error Closure: 0.0014 Course: N4°08'38"E
Error North : 0.00144 East: 0.00010

Precision 1: 316,214.29

LOT 21

Length: 15.74' Radius: 55.00'
Delta: 16°23'43" Tangent: 7.92'
Chord: 15.68' Course: S12°57'48"W
Course In: S68°50'21"E Course Out: N85°14'04"W

Length: 27.24' Radius: 25.00'
Delta: 62°25'24" Tangent: 15.15'
Chord: 25.91' Course: S35°58'38"W
Course In: N85°14'04"W Course Out: S22°48'40"E

Length: 39.82' Radius: 175.00'
Delta: 13°02'13" Tangent: 20.00'
Chord: 39.73' Course: S73°42'26"W
Course In: N22°48'40"W Course Out: S9°46'27"E

Course: N1°02'56"E Length: 147.84'

Course: S88°57'04"E Length: 56.00'

Course: S1°02'56"W Length: 99.41'

Perimeter: 386.05' Area: 7,676.896Sq.Ft.
Error Closure: 0.0028 Course: S2°47'11"W
Error North : -0.00281 East: -0.00014

Precision 1: 137,875.00

LOT 22

Course: N88°57'04"W	Length: 31.77'
Course: S57°40'55"W	Length: 29.01'
Course: N32°19'05"W	Length: 20.00'
Course: N1°02'56"E	Length: 69.48'
Course: S88°46'19"E	Length: 123.00'
Course: S1°02'56"W	Length: 69.84'
Course: N88°57'04"W	Length: 56.00'
Perimeter: 399.10'	Area: 8,891.098Sq.Ft.
Error Closure: 0.0035	Course: N22°41'09"E
Error North : 0.00319	East: 0.00133

Precision 1: 114,028.57

LOT 23

Length: 33.06'	Radius: 175.00'
Delta: 10°49'23"	Tangent: 16.58'
Chord: 33.01'	Course: S85°38'14"W
Course In: N9°46'27"W	Course Out: S1°02'56"W
Course: N88°57'04"W	Length: 23.14'
Course: N1°02'56"E	Length: 135.00'
Course: N57°40'55"E	Length: 29.01'
Course: S88°57'04"E	Length: 31.77'
Course: S1°02'56"W	Length: 147.84'
Perimeter: 399.82'	Area: 8,226.230Sq.Ft.
Error Closure: 0.0037	Course: N46°21'56"W
Error North : 0.00258	East: -0.00271

Precision 1: 108,059.46

LOT 24

Course: S1°02'56"W Length: 135.00'

Course: N88°57'04"W Length: 56.00'

Course: N1°02'56"E Length: 135.00'

Course: S88°57'04"E Length: 56.00'

Perimeter: 382.00' Area: 7,560.000Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 382,000,000.00

LOT 25

Course: S34°24'57"W Length: 20.00'

Course: N88°57'04"W Length: 56.00'

Course: N88°57'04"W Length: 56.00'

Course: N1°02'56"E Length: 86.57'

Course: S88°46'19"E Length: 123.00'

Course: S1°02'56"W Length: 69.48'

Perimeter: 411.04' Area: 10,532.069Sq.Ft.

Error Closure: 0.0021 Course: N14°39'28"W

Error North : 0.00208 East: -0.00054

Precision 1: 195,738.10

LOT 26

Course: N88°57'04"W	Length: 56.00'
Course: N1°02'56"E	Length: 135.00'
Course: S88°57'04"E	Length: 56.00'
Course: S1°02'56"W	Length: 135.00'
Perimeter: 382.00'	Area: 7,560.000Sq.Ft.
Error Closure: 0.0000	Course: N0°00'00"E
Error North : 0.00000	East: 0.00000

Precision 1: 382,000,000.00

LOT 27

Course: N88°57'04"W	Length: 56.00'
Course: N1°02'56"E	Length: 135.00'
Course: S88°57'04"E	Length: 56.00'
Course: S1°02'56"W	Length: 135.00'
Perimeter: 382.00'	Area: 7,560.000Sq.Ft.
Error Closure: 0.0000	Course: N0°00'00"E
Error North : 0.00000	East: 0.00000

Precision 1: 382,000,000.00

LOT 28

Course: N88°57'04"W	Length: 56.00'
Course: N32°19'05"W	Length: 20.00'
Course: N1°02'56"E	Length: 70.25'
Course: S88°46'19"E	Length: 123.00'
Course: S1°02'56"W	Length: 86.57'

(Lot 28 continued)

Course: N88°57'04"W Length: 56.00'
Perimeter: 411.81' Area: 10,579.350Sq.Ft.
Error Closure: 0.0014 Course: S24°49'09"W
Error North : -0.00131 East: -0.00061

Precision 1: 294,157.14

LOT 29

Course: N88°57'04"W Length: 56.00'
Course: N1°02'56"E Length: 135.00'
Course: S88°57'04"E Length: 56.00'
Course: S1°02'56"W Length: 135.00'
Perimeter: 382.00' Area: 7,560.000Sq.Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North : 0.00000 East: 0.00000

Precision 1: 382,000,000.00

LOT 30

Course: S1°02'56"W Length: 135.00'
Course: N88°57'04"W Length: 56.00'
Course: N1°02'56"E Length: 135.00'
Course: S88°57'04"E Length: 56.00'
Perimeter: 382.00' Area: 7,560.000Sq.Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North : 0.00000 East: 0.00000

Precision 1: 382,000,000.00

LOT 31

Course: S34°24'57"W Length: 20.00'

Course: N88°57'04"W Length: 56.00'

Course: N88°57'04"W Length: 56.00'

Course: N1°02'56"E Length: 87.33'

Course: S88°46'19"E Length: 123.00'

Course: S1°02'56"W Length: 70.25'

Perimeter: 412.58' Area: 10,626.632Sq.Ft.

Error Closure: 0.0080 Course: S5°14'27"W

Error North : -0.00792 East: -0.00073

Precision 1: 51,572.50

LOT 32

Course: N88°57'04"W Length: 56.00'

Course: N1°02'56"E Length: 135.00'

Course: S88°57'04"E Length: 56.00'

Course: S1°02'56"W Length: 135.00'

Perimeter: 382.00' Area: 7,560.000Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 382,000,000.00

TRACT A

Course: N88°57'04"W	Length: 199.00'
Course: N0°27'28"E	Length: 222.98'
Course: S88°46'19"E	Length: 201.30'
Course: S1°02'56"W	Length: 87.33'
Course: S1°02'56"W	Length: 135.00'
Perimeter: 845.61'	Area: 44,562.902Sq.Ft.
Error Closure: 0.0088	Course: N8°04'42"W
Error North : 0.00868	East: -0.00123

Precision 1: 96,092.05

TRACT B

Course: N88°57'04"W	Length: 22.00'
Course: N1°02'56"E	Length: 135.00'
Course: N34°24'57"E	Length: 20.00'
Course: S32°19'05"E	Length: 20.00'
Course: S1°02'56"W	Length: 135.00'
Perimeter: 332.00'	Area: 3,153.736Sq.Ft.
Error Closure: 0.0000	Course: N88°57'04"W
Error North : 0.00000	East: -0.00004

Precision 1: 332,000,000.00

TRACT C

Course: N88°57'04"W	Length: 22.00'
Course: N1°02'56"E	Length: 135.00'
Course: N34°24'57"E	Length: 20.00'
Course: S32°19'05"E	Length: 20.00'
Course: S1°02'56"W	Length: 135.00'
Perimeter: 332.00'	Area: 3,153.736Sq.Ft.
Error Closure: 0.0000	Course: N88°57'04"W
Error North : 0.00000	East: -0.00004
Precision 1: 332,000,000.00	

TRACT D

Course: S66°14'34"W	Length: 275.42'
Course: N46°35'50"W	Length: 164.99'
Length: 22.83'	Radius: 55.00'
Delta: 23°46'58"	Tangent: 11.58'
Chord: 22.67'	Course: N29°28'34"E
Course In: N48°37'57"W	Course Out: S72°24'56"E
Course: S46°35'50"E	Length: 15.87'
Course: S46°35'50"E	Length: 63.87'
Course: S46°35'50"E	Length: 46.95'
Length: 23.10'	Radius: 29.00'
Delta: 45°38'24"	Tangent: 12.20'
Chord: 22.49'	Course: S69°25'02"E
Course In: N43°24'10"E	Course Out: S2°14'14"E
Course: N63°26'49"E	Length: 102.12'
Course: N66°17'54"E	Length: 150.74'
Length: 38.12'	Radius: 1,940.00'
Delta: 1°07'33"	Tangent: 19.06'
Chord: 38.12'	Course: S28°43'49"E
Course In: N61°49'58"E	Course Out: S60°42'24"W
Perimeter: 904.02'	Area: 13,327.047Sq.Ft.
Error Closure: 0.0084	Course: S45°06'28"E
Error North : -0.00594	East: 0.00597
Precision 1: 107,620.24	

Single Line List

CWTitle | undefined

855-CWTITLE (855.298.4853)

cwservice@cwtitle.net

www.cwtitle.net

300 ft radius around 619 Harman Way South

Name:	Site Address/ Mail Address:	Phone:	Bed/Bath:	Assessed:	Sale Date:	Price:
Voss, Rosmarie	710 Harman Wy S Orting 98360/ PO Box 357		3/1	\$115,320		\$0
Daley, James D	402 Kansas St SW Orting 98360/ PO Box 1536		2/1	\$232,400	04/28/2000	\$96,500
Orting Comm Baptist Church	615 Harman Wy S Orting 98360/ PO Box 447		3/1	\$0	06/23/1998	\$124,000
Hueneka, Carol F	611 Harman Wy S Orting 98360/ 611 Harman Way S		3/1	\$244,400	09/25/1992	\$0
Eckhoff, Robert	404 Kansas St SW Orting 98360/ PO Box 464		2/1	\$29,800	03/02/1990	\$30,387
Harman, Howard W	701 Harman Wy S Orting 98360/ 5604 Marilane St		3/2.25	\$358,300		\$0
Johnson, Jean	105 Erickson Ln SW Orting 98360/ 105 Erickson Ln SW		3/2.25	\$341,900	01/11/2018	\$285,000
Engfer, Oscar J	310 Kansas St SW Orting 98360/ PO Box 26		4/1.5	\$299,000		\$0
Wilson, Karen	304 McMahan Ln SW Orting 98360/ 304 McMahan Ln SW		3/2.5	\$465,000	12/27/1993	\$161,714
Kilborn, Gary M	101 Erickson Ln SW Orting 98360/ 101 Erickson Ln SW		5/2.5	\$435,700	04/24/2015	\$336,000
Jones, Gary L	103 Erickson Ln SW Orting 98360/ PO Box 837		3/2	\$329,000	04/26/2016	\$0
Smith, Anthony B Jr	603 Harman Wy S Orting 98360/ 20635 5th Ave S		3/1	\$241,400	10/22/2018	\$236,000
Hagen, Alvin D	607 Harman Wy S Orting 98360/ 607 Harman Way S		3/1.5	\$244,300	02/04/2002	\$120,000
Thompson, Jay E	104 Kansas St SW Orting 98360/ PO Box 851		3/1	\$242,000	05/21/2002	\$108,000
Grover-Barnes, Ann	106 Kansas St SW Orting 98360/ PO Box 9		3/2	\$255,200	05/01/2002	\$80,000
Grisham, Jason	108 Kansas St SW Orting 98360/ PO Box 1372		2/1	\$225,200	09/05/2019	\$150,000
Riley, Rieber Tanja A	110 Kansas St SW Orting 98360/ PO Box 1156		3/1	\$206,900	03/02/2018	\$242,500
Temple, Cheryl M	202 Kansas St SW Orting 98360/ PO Box 129		3/2	\$398,200	09/15/1986	\$55,000
Martinez, Jorge M	204 Kansas St SW Orting 98360/ PO Box 1441		3/1.5	\$297,700	07/26/2005	\$221,000
Crosby, Jason	206 Kansas St SW Orting 98360/ PO Box 1483		3/2	\$325,400	08/31/2017	\$276,500
Rogers, Steven R	208 Kansas St SW Orting 98360/ PO Box 805		3/2	\$255,100	02/10/2006	\$236,500
Acosta, Ramiro	210 Kansas St SW Orting 98360/ PO Box 554		3/1	\$232,900	01/03/2007	\$246,698
McCann-Soushek, Tera M	302 Kansas St SW Orting 98360/ PO Box 1871		2/1	\$222,800	05/12/2017	\$217,500
Moss, Devon M	304 Kansas St SW Orting 98360/ PO Box 163		3/1	\$247,000	02/26/2020	\$320,000
Manley, Elizabeth A	401 Fairlane St SW Orting 98360/ PO Box 1892		3/1	\$277,700		\$0
Colorossi, Guy S	404 Fairlane St SW Orting 98360/ PO Box 970		3/2.25	\$333,212		\$0
Calhoun, Chad J	402 Fairlane St SW Orting 98360/ PO Box 1815		3/2.5	\$469,000	11/21/2018	\$430,000
Johnson, Michael	401 Belfair St SW Orting 98360/ 2215 Brookmonte Dr SE		3/1.75	\$327,000	05/15/1987	\$16,000
Dionas, Steve	403 Belfair St SW Orting 98360/ PO Box 595		3/1.75	\$309,600	04/18/2016	\$232,000

Name:	Site Address/ Mail Address:	Phone:	Bed/Bath:	Assessed:	Sale Date:	Price:
Ford, Barbara R	506 Grinnell Ave SW Orting 98360/ PO Box 296		3/1.75	\$329,400	10/17/2008	\$0
Wren, James A	508 Grinnell Ave SW Orting 98360/ PO Box 1421		3/1.75	\$343,000	05/17/2006	\$269,900
Botsford, Stephen H	604 Grinnell Ave SW Orting 98360/ PO Box 274		3/1	\$271,900		\$0
Hartman, Christopher L	101 Beckett Ln SW Orting 98360/ 101 Beckett Ln SW		3/1.75	\$296,100	05/16/2014	\$185,000
Enlow, Robert A	103 Beckett Ln SW Orting 98360/ 103 Beckett Ln SW		3/1.75	\$300,900	07/13/2016	\$245,000
Haley, Tammie L	105 Beckett Ln SW Orting 98360/ 105 Beckett Ln SW		3/1.75	\$272,600	08/19/2004	\$175,000
Lemka, Dennis L	107 Beckett Ln SW Orting 98360/ 107 Beckett Ln SW		3/1.75	\$287,200	09/25/1998	\$117,000
Hoffer, Brodie C	103 McMahon Ln SW Orting 98360/ 103 McMahon Ln SW		3/2	\$258,800	07/08/2010	\$165,000
Groscost, Warren C	105 McMahon Ln SW Orting 98360/ 105 McMahon Ln SW		3/1.75	\$202,700	07/06/1995	\$119,500
White, John A	107 McMahon Ln SW Orting 98360/ 107 McMahon Ln SW		3/1.75	\$297,700	04/01/1993	\$106,500
Love, Carol L	201 McMahon Ln SW Orting 98360/ 201 McMahon Ln SW		3/2	\$283,400	06/17/1993	\$28,000
Backus, Steven W	203 McMahon Ln SW Orting 98360/ 203 McMahon Ln SW		3/2	\$275,900	07/31/1997	\$117,000
Polly, Tyler	205 McMahon Ln SW Orting 98360/ 205 McMahon Ln SW		3/2.25	\$282,900	01/06/2006	\$215,000
Keliher, Jason	702 Harman Wy S Orting 98360/ 702 Harman Way S		2/1	\$218,800	12/12/2017	\$165,000
Pedersen, David	104 Harrison Ln SE Orting 98360/ PO Box 712		3/2	\$288,400		\$0
Thomas, Danny E	618 Harman Wy S Orting 98360/ PO Box 794		3/1.5	\$248,300	10/05/1998	\$110,000
Moan, Ronald	102 Harrison Ln SE Orting 98360/ PO Box 698		3/1	\$285,000		\$0
Hickox, Christopher	608 Harman Wy S Orting 98360/ 9104 246th Ave E		2/1	\$215,600	04/04/2017	\$120,000
Luetzgen, Norma J	616 Harman Wy S Orting 98360/ 616 Harman Way S		2/1	\$207,600	05/09/2008	\$114,500
Gillis, Teresa L	606 Harman Wy S Orting 98360/ 3511 197th Avenue Ct E		2/1	\$173,200	06/24/2020	\$158,500
Meeker, Jeremy J	702 Grinnell Ave SW Orting 98360/ 702 Grinnell Ave SW		3/2.5	\$292,500	10/09/2014	\$195,000
Weisinger, James R	701 Grinnell Ave SW Orting 98360/ 701 Grinnell Ave SW		3/1.75	\$283,100	07/30/2020	\$310,000
Kinzler, Robert T	404 Belfair St SW Orting 98360/ 404 Belfair St SW		3/2.5	\$291,200	08/29/1995	\$121,950
Bodah, Joanne A	303 Coplan St SW Orting 98360/ 303 Coplan St SW		3/2.5	\$283,900	01/30/2004	\$175,000
Shirron, Nicholas J	305 Coplan St SW Orting 98360/ 305 Coplan St SW		3/1.75	\$269,100	12/17/2015	\$184,950
Settle, Lora	307 Coplan St SW Orting 98360/ 307 Coplan St SW		3/2.25	\$292,700	08/09/2004	\$189,950
Morse, Martha	710 Grinnell Ave SW Orting 98360/ 710 Grinnell Ave SW		3/2.5	\$306,100	09/08/1995	\$142,550
Helping, Hand House	318 Icey St SW Orting 98360/ 4321 2nd St SW		3/2	\$0	06/29/2001	\$139,500

Name:	Site Address/ Mail Address:	Phone:	Bed/Bath:	Assessed:	Sale Date:	Price:
McCrory, James	316 Icey St SW Orting 98360/ 316 Icey St SW		3/2	\$269,900	06/22/2007	\$239,950
Robinson, Merry A	314 Icey St SW Orting 98360/ 314 Icey St SW		3/1.75	\$276,800	05/17/2013	\$160,000
Lapping, Steven R	317 Icey St SW Orting 98360/ 317 Icey St SW		3/2.5	\$294,600	04/28/1995	\$113,950
Meek, Richard	704 Grinnell Ave SW Orting 98360/ 704 Grinnell Ave SW		3/1	\$239,700	08/05/2002	\$133,000
Williams, Anna Lisa D	703 Grinnell Ave SW Orting 98360/ 703 Grinnell Ave SW		3/1	\$236,900	11/06/1995	\$95,500
Paulsen, Fritz D	705 Grinnell Ave SW Orting 98360/ 12602 194th Ave Ct E		3/2	\$265,000	04/19/2011	\$138,000
Malone, Diane	311 Icey St SW Orting 98360/ 311 Icey St SW		3/2.5	\$310,900	07/12/2004	\$189,000
Grant, Jayson	309 Icey St SW Orting 98360/ 309 Icey St SW		3/2	\$277,600	08/15/2011	\$160,000
House, Amy E	307 Icey St SW Orting 98360/ 307 Icey St SW		4/2.75	\$344,100	05/02/2019	\$347,000
Euper, Robert A	303 Icey St SW Orting 98360/ 303 Icey St SW		4/2.75	\$341,900	04/14/2020	\$375,000
Shepherd, Deborah L	217 Icey St SW Orting 98360/ 217 Icey St SW		4/2.5	\$348,100	07/15/2009	\$242,500
Martin, Chad W	213 Icey St SW Orting 98360/ 213 Icey St SW		3/2.5	\$298,600	02/01/2006	\$240,000
Hoyt, Christopher H	211 Icey St SW Orting 98360/ PO Box 1328		4/2.5	\$331,900	09/11/2012	\$0
Levack, Matthew	209 Icey St SW Orting 98360/ 209 Icey St SW		3/2.5	\$304,900	09/21/2015	\$234,500
McGuire, Brant	207 Icey St SW Orting 98360/ 207 Icey St SW		3/2.5	\$300,600	07/16/2018	\$296,950
Contreras, Rodriguez Rogelio	205 Icey St SW Orting 98360/ 205 Icey St SW		4/2.75	\$338,100	05/30/2018	\$340,000
Toman, William E	206 Icy St SW Orting 98360/ 206 Icey St SW		3/2.5	\$302,400	02/10/2003	\$166,150
Wagar, Scott T	210 Icey St SW Orting 98360/ PO Box 857		3/2.5	\$324,500	03/27/2002	\$166,950
Walters, Jesse R	212 Icey St SW Orting 98360/ 212 Icey St SW		3/2.5	\$322,300	08/10/2012	\$184,000
Debord, Bonnie A	214 Icey St SW Orting 98360/ 214 Icey St SW		3/2.5	\$350,500	04/17/2020	\$351,000
Yeoman, Gary R	216 Icey St SW Orting 98360/ 216 Icey St SW		4/2.75	\$349,700	06/20/2005	\$234,950
Harvie, Bradley	302 Icey St SW Orting 98360/ 302 Icey St SW		4/2.75	\$366,200	08/02/2006	\$284,950
Mower, Jason	304 Icey St SW Orting 98360/ 304 Icey St SW		3/2.5	\$305,800	12/08/2017	\$281,600
Rios, Aaron	306 Icey St SW Orting 98360/ 306 Icey St SW		3/2.5	\$294,700	06/18/2014	\$185,000
Perry, Angela J	308 Icey St SW Orting 98360/ 308 Icey St SW		3/2.5	\$296,900	05/03/2012	\$149,950

THE INFORMATION PROVIDED IS DEEMED RELIABLE, BUT IS NOT GUARANTEED

Report Produced on 9/11/2020

Rosmarie Voss
PO Box 357
Orting WA 98360

James Daley & Marcy Hodges
PO Box 1536
Orting WA 98360

Orting Comm Baptist Church
PO Box 447
Orting WA 98360

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Orting WA 98360

Robert & Franke Eckhoff
PO Box 464
Orting WA 98360

Howard Harman
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Yakima WA 98909

Jean Johnson & William McCollum
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Orting WA 98360

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Orting WA 98360

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Orting WA 98360

Gary Kilborn
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Orting WA 98360

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Des Moines WA 98198

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Orting WA 98360

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Barnes
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Carbonado WA 98323

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Orting WA 98360

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Orting WA 98360

Cheryl Temple & John Kelly
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Orting WA 98360

Jorge & Jacqueline Martinez
PO Box 1441
Orting WA 98360

Jason Crosby & Veronica Crockett
PO Box 1483
Orting WA 98360

Steven & Linda Rogers
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Orting WA 98360

Ramiro Acosta
PO Box 554
Orting WA 98360

Tera McCann-Soushek
PO Box 1871
Orting WA 98360

Devon Moss
PO Box 163
Orting WA 98360

Elizabeth & Michael Manley
PO Box 1892
Orting WA 98360

Guy Colorossi
PO Box 970
Orting WA 98360

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PO Box 1815
Orting WA 98360

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2215 Brookmonte Dr SE
Puyallup WA 98372

Steve Dionas
PO Box 595
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Barbara Ford
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Orting WA 98360

James Wren & Lee Vera
PO Box 1421
Orting WA 98360

Stephen & Helen Botsford
PO Box 274
Orting WA 98360

Christopher & Keira Hartman
101 Beckett Ln SW
Orting WA 98360

Robert & Kimberly Enlow
103 Beckett Ln SW
Orting WA 98360

Tammie & Jack Haley
105 Beckett Ln SW
Orting WA 98360

Dennis & Kimberly Lemka
107 Beckett Ln SW
Orting WA 98360

Brodie Hoffer
103 McMahon Ln SW
Orting WA 98360

Warren & Judy Groscoast
105 McMahon Ln SW
Orting WA 98360

John & Debbie White
107 McMahon Ln SW
Orting WA 98360

Carol Love
201 McMahon Ln SW
Orting WA 98360

Steven Backus
203 McMahon Ln SW
Orting WA 98360

Tyler & Renee Polly
205 McMahon Ln SW
Orting WA 98360

Jason Keliher
702 Harman Way S
Orting WA 98360

David Pedersen
PO Box 712
Orting WA 98360

Danny & Robbie Thomas
PO Box 794
Orting WA 98360

Ronald Moan
PO Box 698
Orting WA 98360

Christopher Hickox
9104 246th Ave E
Buckley WA 98321

Norma Luetngen
616 Harman Way S
Orting WA 98360

Teresa Gillis
3511 197th Avenue Ct E
Lake Tapps WA 98391

Jeremy Meeker & Bridget Davis
702 Grinnell Ave SW
Orting WA 98360

James & Stephenie Weisinger
701 Grinnell Ave SW
Orting WA 98360

Robert & Angela Kinzler
404 Belfair St SW
Orting WA 98360

Joanne Bodah
303 Coplan St SW
Orting WA 98360

Nicholas & Rachael Shirron
305 Coplan St SW
Orting WA 98360

Lora & Bradley Settle
307 Coplan St SW
Orting WA 98360

Martha & Mark Morse
710 Grinnell Ave SW
Orting WA 98360

Hand Helping
4321 2nd St SW
Puyallup WA 98373

James & Debra McCrory
316 Icey St SW
Orting WA 98360

Merry & Mark Robinson
314 Icey St SW
Orting WA 98360

Steven & Nancy Lapping
317 Icey St SW
Orting WA 98360

Richard Meek
704 Grinnell Ave SW
Orting WA 98360

Anna Williams
703 Grinnell Ave SW
Orting WA 98360

Fritz & Lynda Paulsen
12602 194th Ave Ct E
Bonney Lake WA 98391

Diane Malone
311 Icey St SW
Orting WA 98360

Jayson Grant
309 Icey St SW
Orting WA 98360

Amy & Robert House
307 Icey St SW
Orting WA 98360

Robert Euper
303 Icey St SW
Orting WA 98360

Deborah Shepherd
217 Icey St SW
Orting WA 98360

Chad & Kristy Martin
213 Icey St SW
Orting WA 98360

Christopher Hoyt
PO Box 1328
Jasper TX 75951

Matthew & Margaret Levack
209 Icey St SW
Orting WA 98360

Brant & Jerylin McGuire
207 Icey St SW
Orting WA 98360

Rodriguez Contreras & Salas Garcia
205 Icey St SW
Orting WA 98360

William & Tammie Toman
206 Icey St SW
Orting WA 98360

Scott & Theresa Wagar
PO Box 857
Orting WA 98360

Jesse & Melissa Walters
212 Icey St SW
Orting WA 98360

Bonnie & Jeffrey Debord
214 Icey St SW
Orting WA 98360

Gary & Candi Yeoman
216 Icey St SW
Orting WA 98360

Bradley & Kimberly Harvie
302 Icey St SW
Orting WA 98360

Jason & Jordan Mower
304 Icey St SW
Orting WA 98360

Aaron & Laura Rios
306 Icey St SW
Orting WA 98360

Angela Perry
308 Icey St SW
Orting WA 98360



Auditor's Office
2401 S. 35th St., Rm 200
Tacoma, WA 98409
Election Center
2501 S. 35th St., Ste. C
Tacoma, WA 98409



Auditor's Office
253-798-7427
Elections
253-798-VOTE (8683)



Website
PierceCountyAuditor.org
Email
Auditor@PierceCountyWa.gov

Recording Map Checklist (WAC 332-130)

This form must accompany the map when it is presented for Recording. Any changes will need a new legibility form.

Type of Map BELFAIR Estates

Acceptable Media:

- Acceptable media are:
 - Any standard material compatible with county processes; or electronic version of the original.
 - ALL** signatures must be made with **black ink**.
 - The media submitted for filing must not have any material on it that is affixed by adhesive.

Legibility:

- The documents submitted, including paper copies, must have uniform contrast throughout the document.
- The documents submitted must be legible and reproducible by the auditor's recording system regardless of the media used for recording.
- No information, on either the original or copies, should be obscured or illegible due to cross hatching, shading, or as a result of poor drafting technique such as lines drawn through text or improper pen size selection (letters or number filled in such that 3's, 6's or 8's are indistinguishable).
- Signatures, date, and seals must be legible on the prints or the party placing the seal must be otherwise identified.
- Text must be 0.08 inches or larger; line widths shall not be less than 0.008 inches (vicinity maps, land surveyor's seals and certificates are excluded).

Indexing:

- The recording officer's information block must be on the bottom or right edge of the map.
- A title block (shows the name of the preparer and is on each sheet of multiple sheets).
- An auditor's certificate (on the first sheet of multiple sheets, although Vol./Pg. and or AFN must be entered by the recording officer on each sheet).
- A surveyor's certificate (on the first sheet of multiple sheets; seal, date, and signature on multiple sheets).

• **The map must provide the following indexing data:**

- S-T-R and the quarter-quarter(s) or approximate quarter-quarter(s) of the section in which the surveyed parcel lies, and a graphic representation of the section divided into quarter-quarters may be used with the quarter-quarter(s) in which the surveyed parcel lies clearly marked.

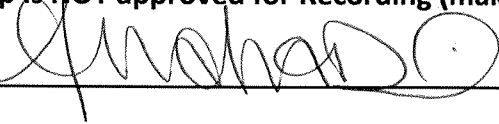
Miscellaneous:

- If the function of the document submitted is to change a previously filed record, it must also have:
 - A title identifying it as a correction, amendment, alteration or change to a previously filed record.
 - A note itemizing the changes.
- For records of survey:
 - The sheet must be 18" X 24"
 - The margins must be 2" on the left and 1/2" for the others, when viewed in landscape orientation.
 - In addition to the map being filed there must be two prints included in the submittal; except that, in counties using imaging systems fewer prints, as determined by the Auditor, may be allowed.

X Map is approved for Recording

_____ Map is NOT approved for Recording (make corrections noted above)

Reviewed by

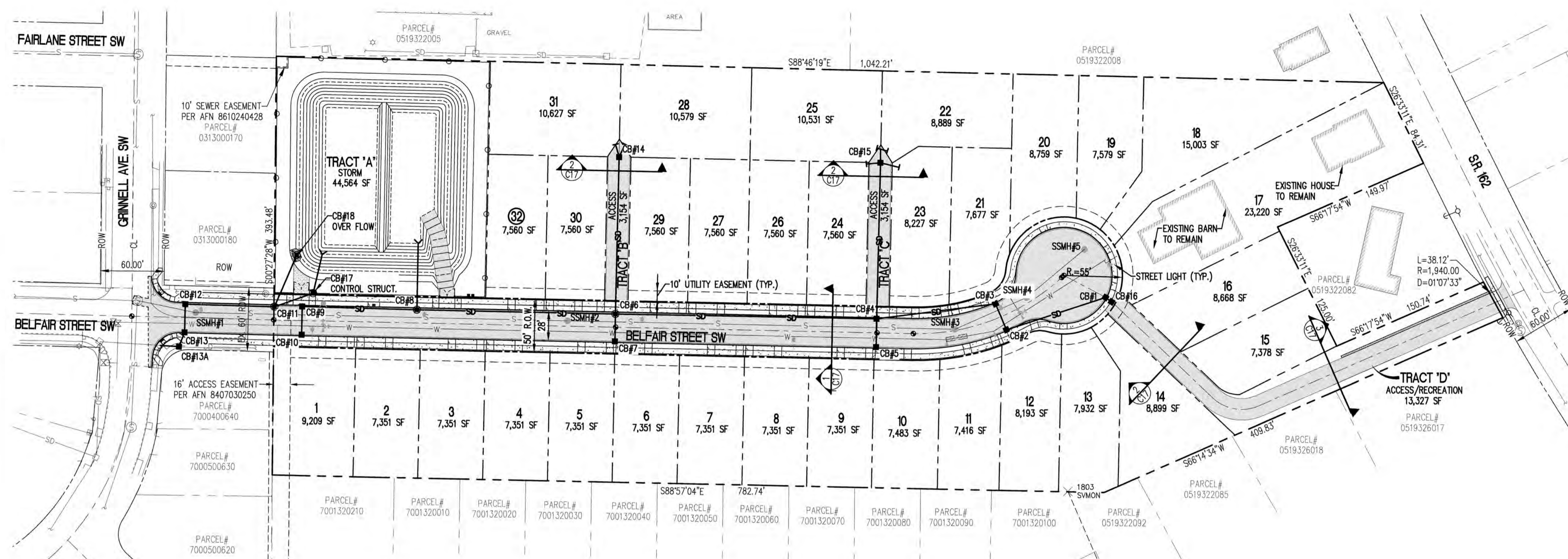
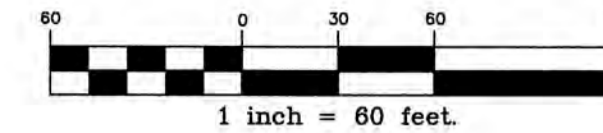


Date

1/7/2021

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON



SITE ADDRESS
619 HARMAN WAY S
ORTING, WA 98360

OWNER/DEVELOPER
HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH
ORTING, WA. 98360

PARCEL NUMBER
0519322019

ENGINEER
CES NW INC.
429 29TH STREET, SUITE D
PUYALLUP, WA 98372
(253) 848-4282

SURVEY BY
CES NW INC.
429 29TH STREET, SUITE D
PUYALLUP, WA 98372
(253) 848-4282

ASBUILT RECORD NOTE
THE SHOWN HORIZONTAL AND VERTICAL LOCATIONS OF THE STORM DRAINAGE AND ROAD SYSTEMS WAS FIELD SURVEYED BY ME OR UNDER MY DIRECTION. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.

EXISTING	DESCRIPTION	PROPOSED
⊙	MONUMENT	⊙
---	MONUMENT LINE	---
---	PROPERTY LINE	---
---	RIGHT OF WAY LINE	---
---	EASEMENT LINE	---
---	BUILDING SETBACK LINE	---
⊕	CHAIN LINK FENCE	⊕
⊕	WOOD FENCE	⊕
⊕	WIRE FENCE	⊕
---	CURB & GUTTER	---
---	EDGE OF PAVEMENT	---
---	CONTOURS	---
⊕	STREET SIGN	⊕
⊕	STORM DRAIN CATCH BASIN	⊕
⊕	STORM DRAIN MANHOLE	⊕
⊕	STORM DRAIN CLEANOUT	⊕
⊕	STORM DRAIN LINE	⊕
⊕	ROOF DRAIN LINE	⊕
⊕	SANITARY SEWER MANHOLE	⊕
⊕	SANITARY SEWER CLEANOUT	⊕
⊕	SANITARY SEWER LINE	⊕
⊕	SANITARY SEWER STUB	⊕
⊕	FIRE HYDRANT	⊕
⊕	WATER VALVE	⊕
⊕	WATER METER	⊕
⊕	THRUST BLOCKING	⊕
⊕	WATER MAIN	⊕
⊕	LUMINAIRE	⊕
⊕	POWER/UTILITY POLE	⊕
⊕	GUY WIRE	⊕
⊕	GAS MAIN	⊕
⊕	GAS VALVE	⊕
⊕	GAS METER	⊕
⊕	MAIL BOX	⊕
⊕	ASPHALT CONCRETE	⊕
⊕	ASPHALT OVERLAY	⊕
⊕	CEMENT CONCRETE	⊕
---	SAWCUT LINE	---
---	CLEARING LIMITS	---
---	INTERCEPTOR DITCH	---
---	SILT FENCE	---
---	CHECK DAM	---

SITE STATISTICAL BREAK DOWN

EXISTING ZONING:	RESIDENTIAL-URBAN (RU)
GROSS SITE AREA:	389,419 SF (8.94 AC)
ROAD R.O.W.:	45,399 SF (1.04 AC)
NET AREA:	344,020 SF (7.90 AC)
TRACT "A" - STORM	44,564 SF (1.02 AC)
TRACT "B" - SHARED ACCESS	3,154 SF (0.07 AC)
TRACT "C" - SHARED ACCESS	3,154 SF (0.07 AC)
TRACT "D" - SHARED ACCESS/REC.	13,327 SF (0.31 AC)
DENSITY CALCULATIONS:	8.94 AC/32=28%
TOTAL LOTS PROPOSED:	32 LOTS
MINIMUM LOT SIZE:	7,260 SF
FRONT YARD:	25 FEET
SIDE YARD:	8 FEET
SIDE STREET:	10 FEET
REAR YARD:	25 FEET
CORNER YARD:	20 FEET
MAX. BLDG. HT.:	35 FEET
MAX. COVERAGE:	30% (RU ZONING)

EARTHWORK QUANTITIES

3,099 CY CUT
25,575 CY FILL
NET=22,476 CY FILL
QUANTITIES ARE FOR PERMIT PURPOSES ONLY.
CONTRACTOR SHALL VERIFY EARTHWORK QUANTITIES FOR BID PURPOSES.

UTILITIES

SEWER:	CITY OF ORTING
WATER:	CITY OF ORTING
CABLE:	COMCAST - CENTURY LINK
TELEPHONE:	COMCAST - CENTURY LINK
REFUSE:	MURREY'S DISPOSAL
GAS:	PUGET SOUND ENERGY
SCHOOL:	ORTING SCHOOL DISTRICT
POWER:	PUGET SOUND ENERGY
FIRE:	ORTING VALLEY FIRE & RESCUE

FILL SPECIFICATION

FILL MATERIAL SHALL NOT CONTAIN PETROLEUM PRODUCTS, OR SUBSTANCES WHICH ARE HAZARDOUS, DANGEROUS, TOXIC, OR WHICH OTHERWISE VIOLATE ANY STATE, FEDERAL, OR LOCAL LAW, ORDINANCE, CODE, REGULATION, RULE, ORDER, OR STANDARD. ONLY EARTH MATERIAL SHALL BE PLACED IN FILLS.

TRENCH NOTE

IF WORKERS ENTER ANY TRENCH OR OTHER EXCAVATION FOUR OR MORE FEET IN DEPTH THAT DOES NOT MEET THE OPEN PIT REQUIREMENTS OF WSDOT SECTION 2-09.3(3)(b), IT SHALL BE SHORED AND CRIBBED. THE CONTRACTOR ALONE SHALL BE RESPONSIBLE FOR WORKER SAFETY AND CES NW INC. ASSUMES NO RESPONSIBILITY. ALL TRENCH SAFETY SYSTEMS SHALL MEET THE REQUIREMENTS OF THE WASHINGTON INDUSTRIAL SAFETY AND HEALTH ACT, CHAPTER 49.17 RCW.

TOPOGRAPHIC NOTE

SUBSURFACE UTILITIES AND OTHER FEATURES NOT ACCESSIBLE FROM THE SURFACE AS SHOWN ON THESE PLANS ARE BASED ON UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POT-HOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING 811 AND THEN POT-HOLING ALL OF THE EXISTING UTILITY LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. THE CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES THAT HAPPEN DUE TO THE CONTRACTORS FAILURE TO LOCATE EXACTLY AND PRESERVE ANY AND ALL UTILITIES. IF CONFLICT SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT CES NW INC., ENGINEERING TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION. CES NW INC. ASSUMES NO LIABILITY FOR THE LOCATION OF UNDERGROUND UTILITIES.

UTILITY NOTE

LOCATIONS OF SAID UTILITY, EXCEPT SANITARY SEWERS, AS SHOWN ON THESE PLANS ARE BASED ON UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POT-HOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING 811 AND THEN POT-HOLING ALL OF THE EXISTING UTILITY LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. THE CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES THAT HAPPEN DUE TO THE CONTRACTORS FAILURE TO LOCATE EXACTLY AND PRESERVE ANY AND ALL UTILITIES. IF CONFLICT SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT CES NW INC., ENGINEERING TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION. CES NW INC. ASSUMES NO LIABILITY FOR THE LOCATION OF UNDERGROUND UTILITIES.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION, 400.96 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LESTER E. BACKUS AND SARA E. BACKUS, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2726585 AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID BACKUS TRACT SOUTH 89°58' EAST 539.88 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO GILBERT P. ENGER AND MILDRED M. ENGER, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2196240; THENCE ALONG THE SOUTH LINE OF SAID ENGER TRACT CONTINUING SOUTH 89°58' EAST TO THE CENTERLINE OF COUNTY STREET (HARMAN WAY); THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 70 FEET; THENCE SOUTH 65°07'22" WEST 180 FEET; THENCE SOUTH 27°44' EAST 125 FEET; THENCE NORTH 65°07'22" EAST 180 FEET TO THE CENTERLINE OF COUNTY STREET HARMAN WAY; THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 45 FEET; THENCE SOUTH 65°07'22" WEST 424.37 FEET; THENCE SOUTH 89°51' WEST 800 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE 393.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;
SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

VERTICAL DATUM

PRIMARY PROJECT BENCHMARK: WASHINGTON STATE DEPARTMENT OF TRANSPORTATION PUBLISHED VERTICAL CONTROL NETWORK BENCHMARK DESIGNATION ID: ORTING MONUMENT ID. NO.: 6399 PUBLISHED ELEVATION: 200.669'
DESCRIPTION: FOUND ENCASED 3" BRASS TRIANGULATION DISK STAMPED XXXX, 0.4' BELOW CASE LID AT THE SOUTHEAST BACK OF WALK INTERSECTION ALONG THE NORTH MARGIN OF SR-162

SITE BENCHMARK & ELEVATION: 202.14'
DESCRIPTION: BRASS SURFACE MONUMENT LOCATED 62' SOUTHERLY OF THE INTERSECTION OF GRINNELL AVE. AND BELFAIR AVE. SAID MONUMENT BEING A PG MONUMENT (POINT OF CURVATURE)

BASIS OF BEARING

HELD GRID BEARING OF S 33°10'21"E BETWEEN FOUND PUBLISHED WASHINGTON STATE DEPARTMENT OF TRANSPORTATION HORIZONTAL CONTROL MONUMENT ID'S #6399 AND #6390 RESPECTIVELY.

SHEET INDEX

- C1 COVER SHEET
- C2 T.E.S.C. PLAN
- C3 T.E.S.C. - NOTES AND DETAILS
- C4 OVERALL GRADING & SITE PLAN
- C5 BELFAIR ST SW STA. 0+00 TO 5+20 - STORM DRAINAGE PLAN & PROFILES
- C6 BELFAIR ST SW STA. 5+20 TO 9+42 - STORM DRAINAGE PLAN & PROFILES
- C7 TRACT 'B' & 'C' - STORM DRAINAGE PLAN & PROFILES
- C8 TRACT 'D' - STORM DRAINAGE PLAN & PROFILES
- C9 STORM POND - PLAN & SECTIONS
- C10 STORM POND - NOTES & DETAILS
- C11 SITE DIMENSIONING PLAN
- C12 INTERSECTION DETAILS
- C13 BELFAIR ST SW STA. 0+00 TO 5+20 - SANITARY SEWER PLAN & PROFILES
- C14 BELFAIR ST SW STA. 5+20 TO 9+42 - SANITARY SEWER PLAN & PROFILES
- C15 BELFAIR ST SW STA. 0+00 TO 5+20 - WATER PLAN & PROFILES
- C16 BELFAIR ST SW STA. 5+20 TO 9+42 - WATER PLAN & PROFILES
- C17 STREET NOTES AND DETAILS
- C18 STREET NOTES AND DETAILS
- C19 STORM NOTES AND DETAILS
- C20 STORM NOTES AND DETAILS
- C21 SEWER NOTES AND DETAILS
- C22 WATER NOTES AND DETAILS

CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

QTY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

OVFR's review limited to providing input on operational issues only. OVFR has not reviewed the plans for Code compliance.

Project: BELFAIR ESTATES COVER SHEET

Client: HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

Designed: DPS
Drawn: RWG
Checked: DPS

Scale: 1" = 60'
Date: 06.21.21
Job No.: 19070

Sheet No.: **C1**

1 of 22 Sheets

Revised: _____ Date: _____

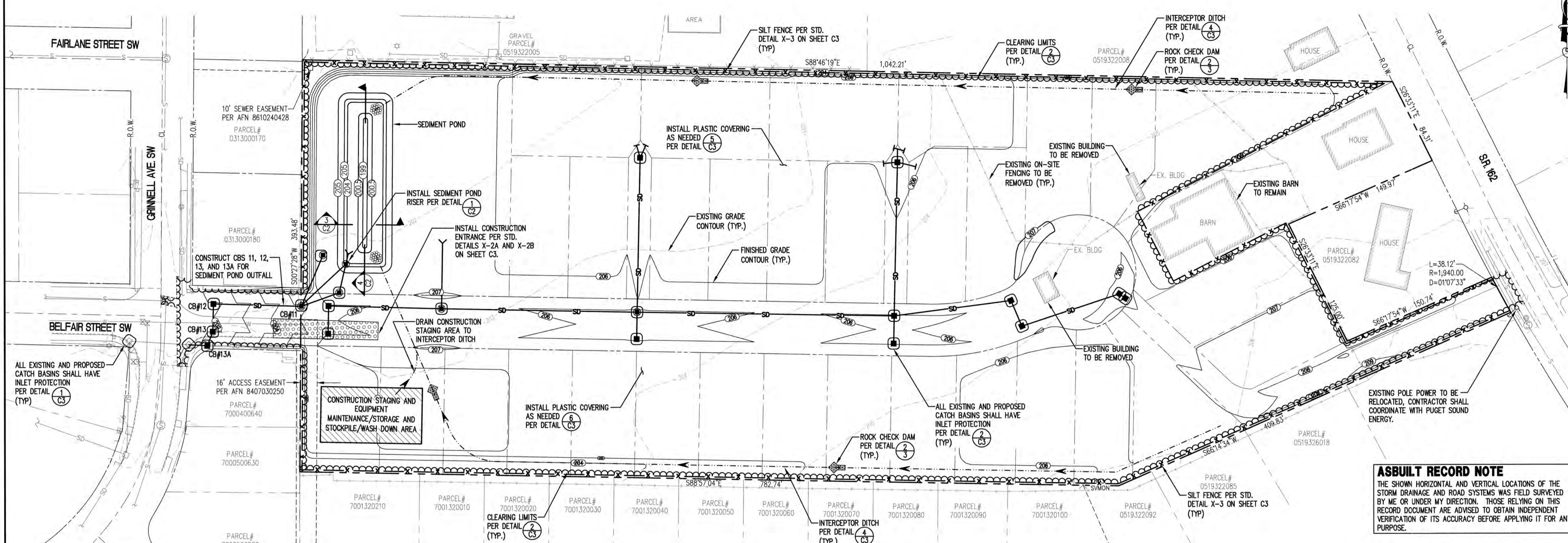
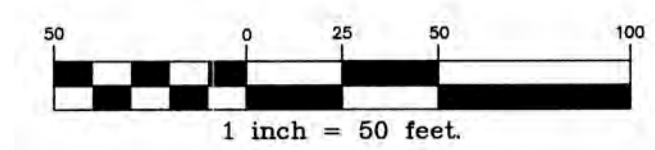
PER CITY COMMENTS PAS 06.24.20

PER CITY COMMENTS PAS 05.21.20

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
Box #253, 848-4282
cesnw@cesnwinc.com
429 29TH STREET, SUITE D
PUYALLUP, WA 98372

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON



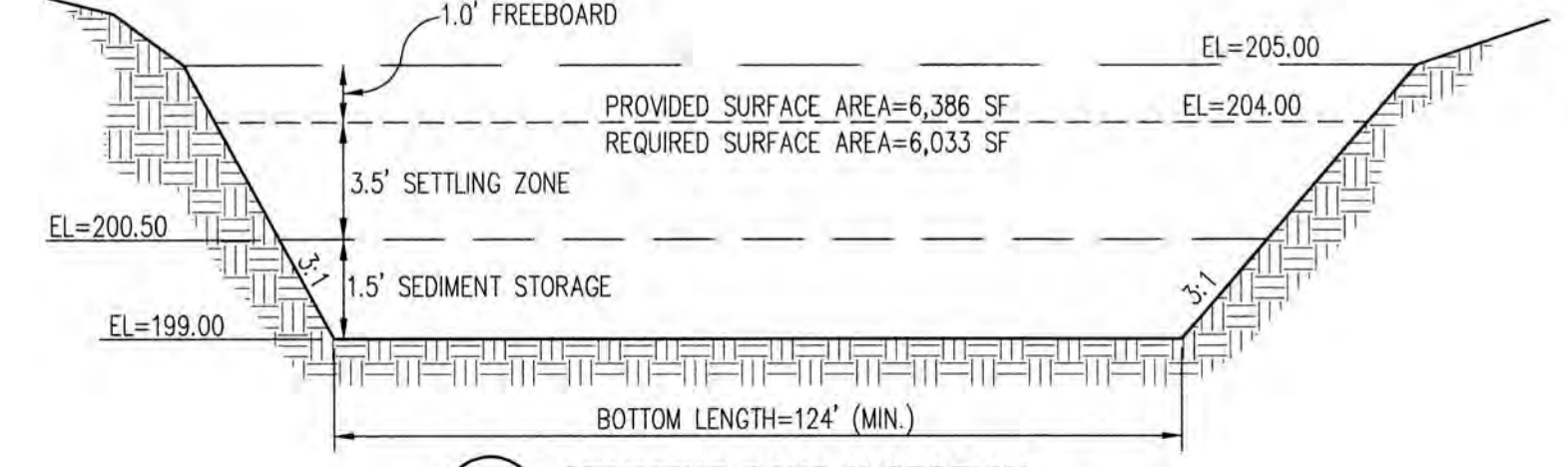
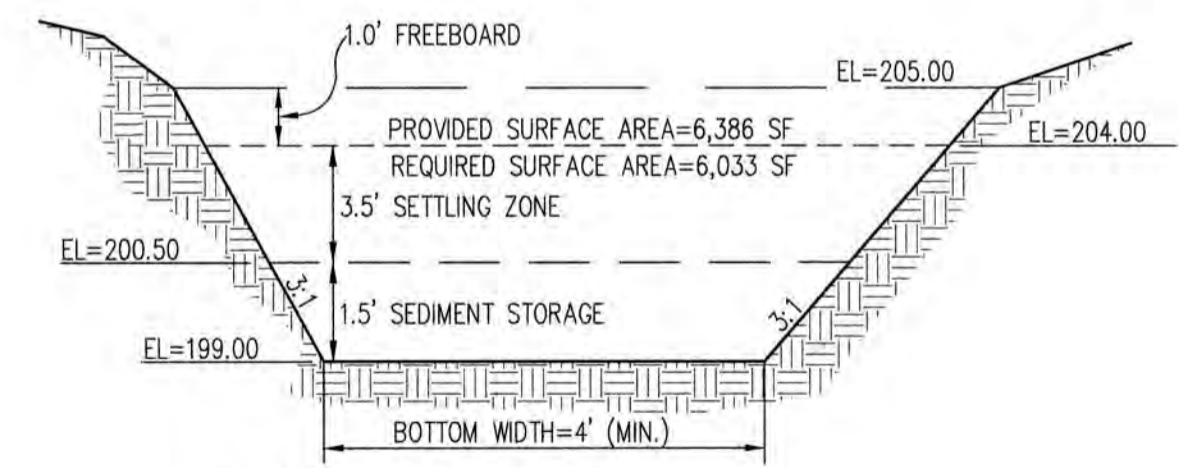
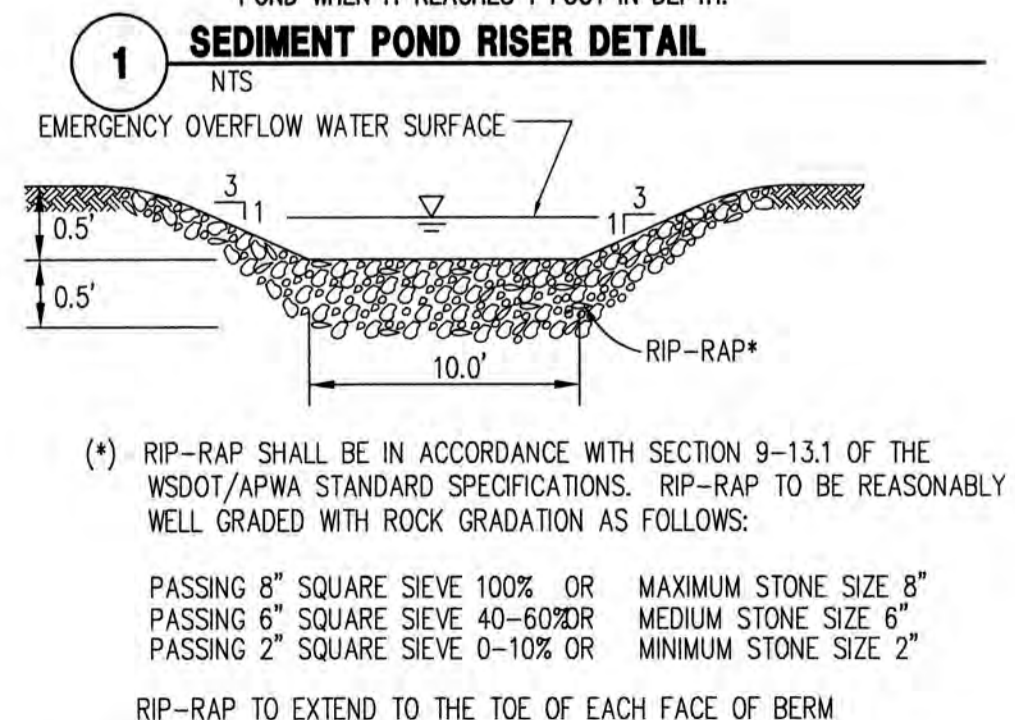
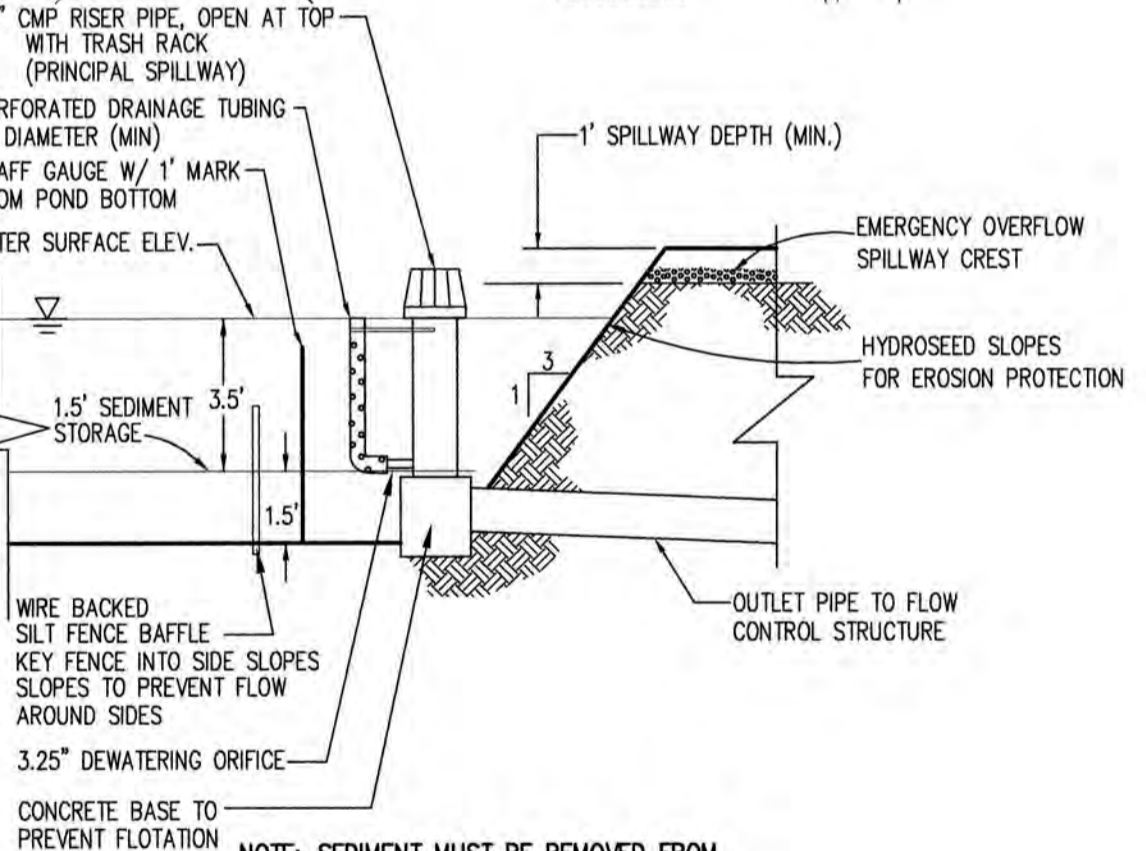
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THE SHOWN HORIZONTAL AND VERTICAL LOCATIONS OF THE STORM DRAINAGE AND ROAD SYSTEMS WAS FIELD SURVEYED BY ME OR UNDER MY DIRECTION. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.

EROSION CONTROL INSPECTION SEQUENCE

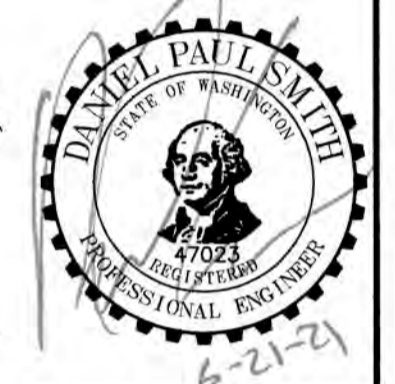
1. THE OWNER'S REPRESENTATIVE SHALL INSPECT ALL EROSION/SEDIMENTATION CONTROL METHODS. THE CONTRACTOR WILL DESIGNATE THE REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE THE NAME AND PHONE NUMBER OF THE REPRESENTATIVE AT THE PRECONSTRUCTION MEETING.
2. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES SHALL BE ADEQUATELY TRAINED IN ALL PRACTICES NECESSARY FOR KEEPING EROSION AND SEDIMENT CONTROLS USED ON-SITE IN GOOD WORKING ORDER.
3. EROSION CONTROL MAINTENANCE AND INSPECTION SHALL BE DONE PER THE FOLLOWING PROCEDURES:
4. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION.
5. ALL EROSION/SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK DURING BOTH THE WET AND DRY SEASONS AND FOLLOWING ANY RUNOFF GENERATING STORM EVENT DURING THE WET SEASON (OCTOBER 31 TO APRIL 30).
6. ALL ESC MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED AS SOON AS PRACTICAL.
7. SILT FENCES SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY EMBEDDED. ANY DAMAGE SHALL BE REPAIRED IMMEDIATELY. IF THE FILTER FABRIC IS CLOGGED, TORN, OR DETERIORATED DUE TO ULTRAVIOLET BREAKDOWN, IT SHALL BE REPLACED. BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCING WHEN IT HAS REACHED ONE THIRD OF THE HEIGHT OF THE FENCE. IF CHANNELIZATION OF FLOWS PARALLEL TO THE FENCE OCCURS, REPLACE THE FENCE OR REMOVE THE TRAPPED SEDIMENT.
8. CONSTRUCTION ENTRANCE PAD SHALL BE INSPECTED FOR PROPER FUNCTIONING. SEDIMENT THAT IS TRACKED OFF SITE SHALL BE SWEEP IMMEDIATELY. ANY QUARRY SPILLS THAT ARE TRACKED OFF SITE SHALL BE REMOVED FROM THE ROADWAY IMMEDIATELY. ADDITIONAL ROCK SHALL BE ADDED PERIODICALLY TO MAINTAIN PROPER FUNCTION. IF NECESSARY A WHEEL WASH AREA SHALL BE INSTALLED. ALL VEHICLES SHALL ENTER AND EXIT THE SITE VIA THE CONSTRUCTION ENTRANCE. IF NECESSARY TEMPORARY FENCING SHALL BE ADDED TO ENSURE VEHICLES USE THE CONSTRUCTION ENTRANCE.
9. CATCH BASIN INSERTS SHALL BE INSPECTED FOR TEARS AND DEPTH OF SEDIMENT. SEDIMENT SHALL BE REMOVED FROM THE INSERTS WHEN IT REACHES A DEPTH OF 12-INCHES. INSERTS SHALL BE REPLACED IF TEARS ARE PRESENT. IF AN INSERT FALLS INTO THE CATCH BASIN IT SHALL BE INSPECTED AND REATTACHED OR REPLACED.
10. CATCH BASIN INLET PROTECTION SHALL BE INSPECTED FOR A CLOGGED CONDITION. REMOVE ROCKS AND REPLACE FILTER MEDIA IF CLOGGING OCCURS.
11. INSPECT TEMPORARY SWALES FOR EROSION BETWEEN DAMS. INSPECT GRASS FOR 100 PERCENT ESTABLISHMENT. RESEED AS NECESSARY. IF SIGNIFICANT EROSION OCCURS PROVIDE RIPRAP ENERGY DISSIPATION MEASURES AS NECESSARY. CHECK SWALE OUTLET FOR BANK STABILITY AND EVIDENCE OF PIPING OR SCOUR HOLE AND REPAIR AS NECESSARY. CHECK THAT CONCENTRATED FLOWS ARE NOT DIRECTED TOWARD SILT FENCE. GRADE AS NECESSARY OR ADD ADDITIONAL TEMPORARY SWALES SO RUNOFF ENTERS THE TEMPORARY SWALE SYSTEM AND IS DIRECTED TO APPROVED OUTLET LOCATION.
12. CHECK DAMS SHALL BE CHECKED FOR SEDIMENT ACCUMULATION. SEDIMENT SHALL BE REMOVED WHEN IT REACHES ONE HALF THE ORIGINAL DAM HEIGHT. INSPECT FOR EROSION AROUND THE EDGES OF THE DAM AND REPAIR AS NECESSARY.
13. INSPECT THE TEMPORARY SEDIMENT TRAP FOR DEPTH OF SEDIMENT AND DAMAGE TO SIDE SLOPES. BUILT UP SEDIMENT SHALL BE REMOVED FROM TEMPORARY SEDIMENT TRAP WHEN IT REACHES ONE FOOT IN DEPTH. DAMAGE TO SIDE SLOPES SHALL BE REPAIRED. THE STAFF GAUGE SHALL BE INSPECTED FOR PLUMB CONDITION AND VISIBLE MARKINGS. REPAIR OR REPLACE STAFF GAUGE AS NECESSARY.
14. INSPECT OUTLET ENERGY DISSIPATER, RIPRAP, FOR PROPER FUNCTION. REMOVE SEDIMENTS AND ADD ADDITIONAL ROCK AS NECESSARY.
15. INSPECT GRAVEL FILTER BERM FOR DEPTH OF SEDIMENT. REMOVE SEDIMENTS AND ADD ADDITIONAL ROCK AS NECESSARY. INSPECT FOR EROSION AROUND THE EDGES AND REPAIR AS NECESSARY.
16. INSPECT TEMPORARY AND PERMANENT SEEDING AND PLANTING FOR BARE SPOTS, WASHOUTS AND HEALTH GROWTH. RESEED ANY AREA THAT FAILS TO ESTABLISH AT LEAST 80 PERCENT COVER, OR PROVIDE ALTERNATIVE STABILIZATION, SUCH AS MULCHING OR PLASTIC SHEETING, PER THE EROSION CONTROL NOTES. CHECK IRRIGATION DURING DRY SEASON TO ENSURE NO RUNOFF IS CREATED.
17. MULCHING SHALL BE INSPECTED TO VERIFY THAT THE PROPER THICKNESS IS MAINTAINED AND EROSION IS NOT OCCURRING. ADD ADDITIONAL MULCH TO MAINTAIN PROPER THICKNESS. FIX DRAINAGE PROBLEMS CONTRIBUTING TO EROSION AND REMULCH OR PROTECT WITH AN EROSION NET/BLANKET.
18. ELASTIC SHEETING SHALL BE INSPECTED FOR TEARS, OPEN SEAMS, DISJOINED ENDS, AND DETERIORATION DUE TO ULTRAVIOLET RADIATION. TORN AND DETERIORATED SHEETS SHALL BE REPLACED. OPEN SEAMS SHALL BE REPAIRED. DISJOINED ENDS SHALL BE SECURED.
19. ADDITIONAL EROSION CONTROL FACILITIES SHALL BE PROVIDED AS WARRANTED. IF NECESSARY, THE ENGINEER SHALL INSTRUCT THE CONTRACTOR TO PROVIDE ADDITIONAL FACILITIES AS WARRANTED DURING FIELD INSPECTIONS.

CONSTRUCTION SEQUENCE

1. ARRANGE AND ATTEND PRE-CONSTRUCTION MEETING WITH CITY OF ORTING.
2. FLAG AND/OR FENCE CLEARING LIMITS.
3. GRADE AND INSTALL CONSTRUCTION ENTRANCE. INSTALL PERIMETER PROTECTION AND PROTECTION (SILT FENCE).
4. CONSTRUCT SEDIMENT POND, RISER, AND CBS 11, 12, 13, AND 13A FOR EROSION CONTROL.
5. CONSTRUCT INTERCEPTOR DITCHES AND ROCK CHECK DAMS.
6. CLEAR AND GRADE SITE. DO NOT CLEAR ANY MORE AREA THAN CAN BE STABILIZED DURING THE WET SEASON IN A GIVEN WORKDAY, PER EROSION CONTROL PLAN.
7. HYDROSEED OR STRAW MULCH EXPOSED SOILS IMMEDIATELY UPON COMPLETION OR IF SOILS ARE TO REMAIN EXPOSED FOR AN EXTENDED PERIOD OF TIME.
8. CONSTRUCT STORM DRAINAGE SYSTEM AND SITE UTILITIES. INSTALL INLET PROTECTION ON ALL NEW CATCH BASINS UNTIL SITE HAS BEEN COMPLETELY STABILIZED.
9. REMOVE CONSTRUCTION ENTRANCE AND CONSTRUCT ASPHALT CONCRETE PAVEMENT SECTIONS PER PLANS.
10. INSTALL LANDSCAPING AND RESTORE OR SUPPLEMENT NATIVE VEGETATION AREAS AS REQUIRED. NATIVE SEED, FERTILIZE, AND MULCH OR STRAW ALL REMAINING DISTURBED AREAS.
11. AFTER SITE HAS BEEN PERMANENTLY STABILIZED, CLEAN STORM DRAINAGE SYSTEM. REMOVE INLET PROTECTION (CB INSERTS). IT IS SUGGESTED THE CB INSERTS REMAIN DURING THE HOME CONSTRUCTION PHASE AND CLEANED PERIODICALLY.
12. REMOVE ALL TEMPORARY EROSION CONTROL FEATURES ONLY AFTER THE PROPOSED IMPROVEMENTS HAVE BEEN FULLY STABILIZED.
13. CALL FOR FINAL INSPECTIONS.



06.24.20	PAS	06.21.20	Int.	Date:
06.24.20	PAS	06.21.20	Int.	Date:



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BELFAIR ESTATES
T.E.S.C. PLAN
HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

Designed: DPS
Drawn: RWG
Checked: DPS

Date: 1" = 50'
Date: 06.21.21
Job No.: 19070

Sheet No.: **C2**

2 of 22 Sheets

CALL 48 HOURS BEFORE YOU DIG DIAL 811

OVR's review limited to providing input on operational issues only. OVR has not reviewed the plans for Code compliance.

EROSION CONTROL NOTES

GENERAL

1. THE EROSION CONTROL FACILITIES SHOWN ON THESE PLANS MUST BE CONSTRUCTED IN A MANNER THAT INSURES THAT SEDIMENT-LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM AND EXISTING WATERWAYS, OR VIOLATE APPLICABLE WATER STANDARDS. THE CONTRACTOR SHALL USE ALL AVAILABLE MEANS TO ACHIEVE THIS RESULT.
2. ALL EXPOSED SOILS SHALL BE VEGETATED OR COVERED NO LATER THAN OCTOBER 1. NO GRADING OR EXPOSED SOILS WILL BE ALLOWED BETWEEN 1 OCTOBER AND 1 APRIL WITHOUT APPROVAL BY THE CITY ENGINEER. THE SITE WORK CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL MEASURES THROUGH ALL PHASES OF CONSTRUCTION AND FINAL SITE STABILIZATION.
3. ALL EXPOSED AND UNWORKED SOILS, INCLUDING SOIL STOCKPILES, SHALL BE STABILIZED BY SUITABLE APPLICATION OF BMPs WHICH PROTECT SOIL FROM THE EROSION FORCES OF RAINFALL IMPACT AND FLOWING WATER. APPLICABLE PRACTICES INCLUDE, BUT ARE NOT LIMITED TO, VEGETATIVE ESTABLISHMENT, MULCHING, PLASTIC COVERING, AND THE EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED. FROM OCTOBER 1 TO APRIL 30, NO SOILS SHALL REMAIN UNSTABILIZED FOR MORE THAN 2 DAYS. FROM MAY 1 TO SEPTEMBER 30, NO SOILS SHALL REMAIN UNSTABILIZED FOR MORE THAN 7 DAYS.
4. AT ALL TIMES OF THE YEAR, THE CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS, EQUIPMENT, AND LABOR ON-SITE TO STABILIZE AND PREVENT EROSION FROM ALL DENUDE AREAS WITHIN 12 HOURS AS SITE AND WEATHER CONDITIONS DICTATE.
5. THE EROSION AND SEDIMENTATION CONTROL SYSTEMS DEPICTED ON THESE DRAWINGS ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED (OR SEASONAL CONDITIONS DICTATE), THE PERMITTEE SHOULD ANTICIPATE THAT MORE EROSION AND SEDIMENTATION CONTROL FACILITIES MAY BE NECESSARY TO INSURE COMPLETE SILTATION CONTROL ON THE SITE. DURING CONSTRUCTION, IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE PERMITTEE TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY HIS ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, BEYOND THE MINIMUM REQUIREMENTS SHOWN, AS MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES AND WATER QUALITY OF THE RECEIVING DRAINAGE SYSTEM. ADDITIONAL MEASURES MAY ALSO BE REQUIRED BY THE CITY ENGINEER.
6. WHERE POSSIBLE, MAINTAIN NATURAL VEGETATION FOR SILT CONTROL AND TO MINIMIZE EROSION.
7. RETURN SILTATION CONTROL AREAS TO ORIGINAL GROUND CONDITIONS AT PROJECT COMPLETION.
8. STABILIZED CONSTRUCTION ENTRANCES ARE REQUIRED AND SHALL BE INSTALLED AND MAINTAINED FOR THE DURATION OF THE PROJECT. THE LOCATION OF THE ENTRANCE SHALL BE COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION OR RELOCATION. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL EXISTING PAVED AREAS ARE KEPT CLEAR FOR THE DURATION OF THE PROJECT.
9. ALL DIRT, MUD, AND DEBRIS TRACKED OUT ONTO CITY STREETS SHALL BE CLEANED UP AND REMOVED IMMEDIATELY. STREETS SHALL BE SWEEPED DAILY OR AS DIRECTED BY THE CITY ENGINEER. SWEEPING OR WASHDOWN OF STREETS WHERE RUNOFF, DIRT, MUD, OR DEBRIS IS DIRECTED INTO THE STORM SYSTEM OR EXISTING WATERWAYS WILL NOT BE ALLOWED. IN DRY WEATHER, DUST CONTROL SHALL BE MAINTAINED AT ALL TIMES.
10. THE EROSION CONTROL FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
11. THE EROSION CONTROL FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN 24 HOURS FOLLOWING A STORM EVENT AND ANY OTHER TIME WHEN DIRECTED BY THE CITY ENGINEER.
12. ALL STORM INLETS SHALL BE PROTECTED TO PREVENT SEDIMENT FROM LEAVING THE PROJECT SITE. AT A MINIMUM, SEDIMENT SOCKS SHALL BE PLACED IN EACH CATCH BASIN. AT NO TIME SHALL MORE THAN ONE-FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO FINAL PROJECT APPROVAL. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
13. TEMPORARY EROSION CONTROL MEASURES SHALL REMAIN FUNCTIONAL AND IN PLACE UNTIL THEIR REMOVAL IS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL COMPLETELY RESTORE ALL AREAS DISTURBED BY REMOVAL OF TEMPORARY EROSION CONTROL MEASURES. REMOVED MATERIALS SHALL BECOME PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE LAWS AND JURISDICTIONS.
14. THE CONTRACTOR SHALL ASSURE THAT NO CONCRETE OR CONCRETE BY-PRODUCTS ENTER THE STORM DRAINAGE SYSTEM OR NATURAL STREAM COURSES.
15. THE CONTRACTOR SHALL COMPLY WITH EROSION AND SEDIMENT CONTROL REQUIREMENTS AS OUTLINED IN VOLUME 2 OF THE DEPARTMENT OF ECOLOGY STORMWATER MANUAL.

SEDIMENT FENCES

16. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, THE FILTER FABRIC SHALL BE SPUN TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM SIX-INCH (6") OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST.
17. THE FILTER FABRIC FENCE SHALL BE INSTALLED TO FOLLOW THE GROUND CONTOURS (WHERE FEASIBLE).
18. WHEN STANDARD LENGTH FILTER FABRIC IS USED, A WIRE SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UP-SLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST ONE INCH (1") LONG, THE WIRES OR HOG RINGS, THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF FOUR INCHES. AT LEAST TWENTY-FOUR (24) INCHES OR MORE OF THE FENCE SHALL BE ABOVE THE GROUND.
19. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
20. THE TRENCH SHALL BE BACKFILLED WITH 3/4-INCH MINIMUM DIAMETER WASHED GRAVEL.
21. FILTER FABRIC FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
22. THE FILTER FABRIC FENCE SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UP-SLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
23. THE FILTER FABRIC SHALL HAVE A MINIMUM VERTICAL BURIAL OF TWELVE INCHES (12"). ALL EXCAVATED MATERIAL FROM THE FILTER FABRIC FENCE INSTALLATION SHALL BE INSTALLED AS BACKFILL AND COMPACTED ALONG THE ENTIRE DISTURBED AREA.
24. THE CONTRACTOR SHALL IMMEDIATELY MAKE ANY REPAIRS TO THE FILTER FABRIC.

MAINTENANCE OF FILTER FENCES:

25. FILTER FABRIC FENCE SHALL BE INSPECTED IMMEDIATELY AFTER EACH RUNOFF-PRODUCING RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
26. SEDIMENT SHALL BE REMOVED WHEN IT REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE FENCE (EIGHT INCH MAXIMUM), ESPECIALLY IF HEAVY RAINS ARE EXPECTED.
27. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE FILTER FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

TEMPORARY AND PERMANENT HYDROSEEDING:

28. ALL AREAS DISTURBED DURING CONSTRUCTION WHERE PERMANENT LANDSCAPING WILL NOT BE PROVIDED WITHIN 60 DAYS SHALL BE HYDROSEEDED, OR OTHERWISE STABILIZED, AS REQUIRED. STRAW MULCHING OR PLASTIC SHEETING ARE ACCEPTABLE ALTERNATIVES TO TEMPORARY HYDROSEEDING DURING PERIODS OF LOW GROWTH.

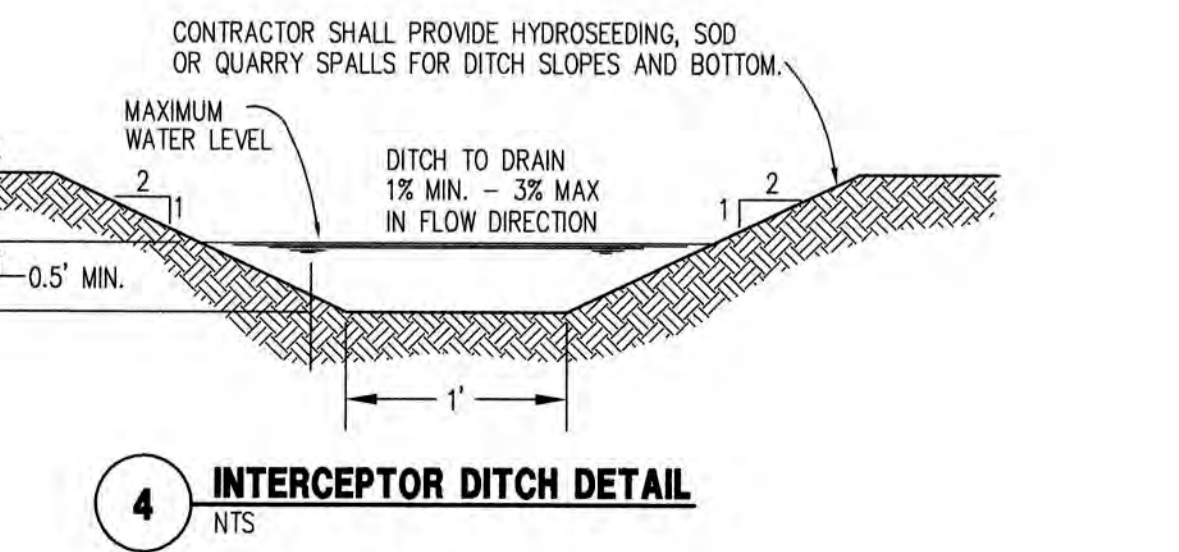
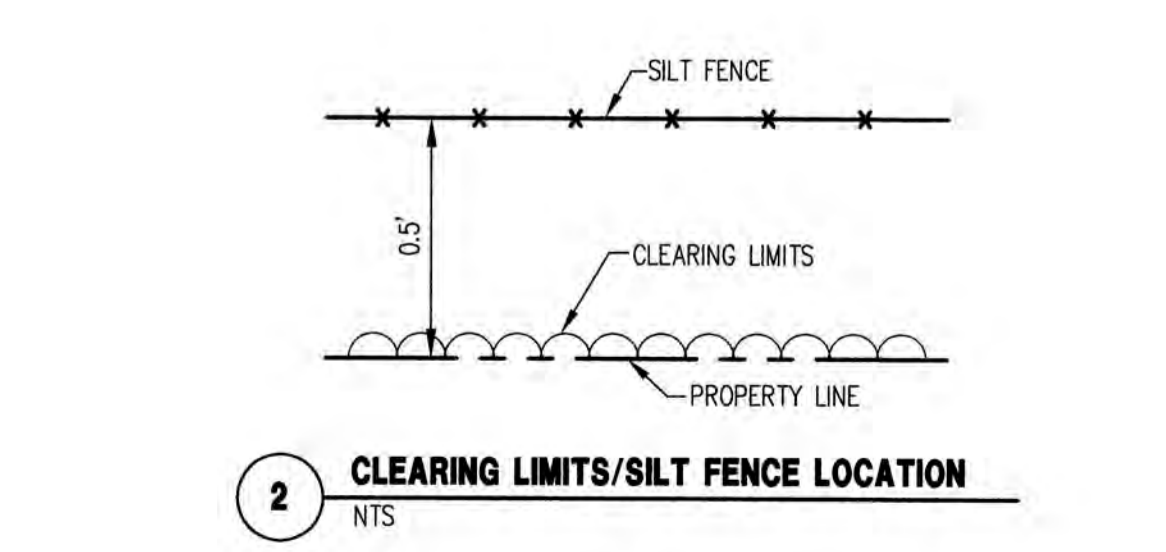
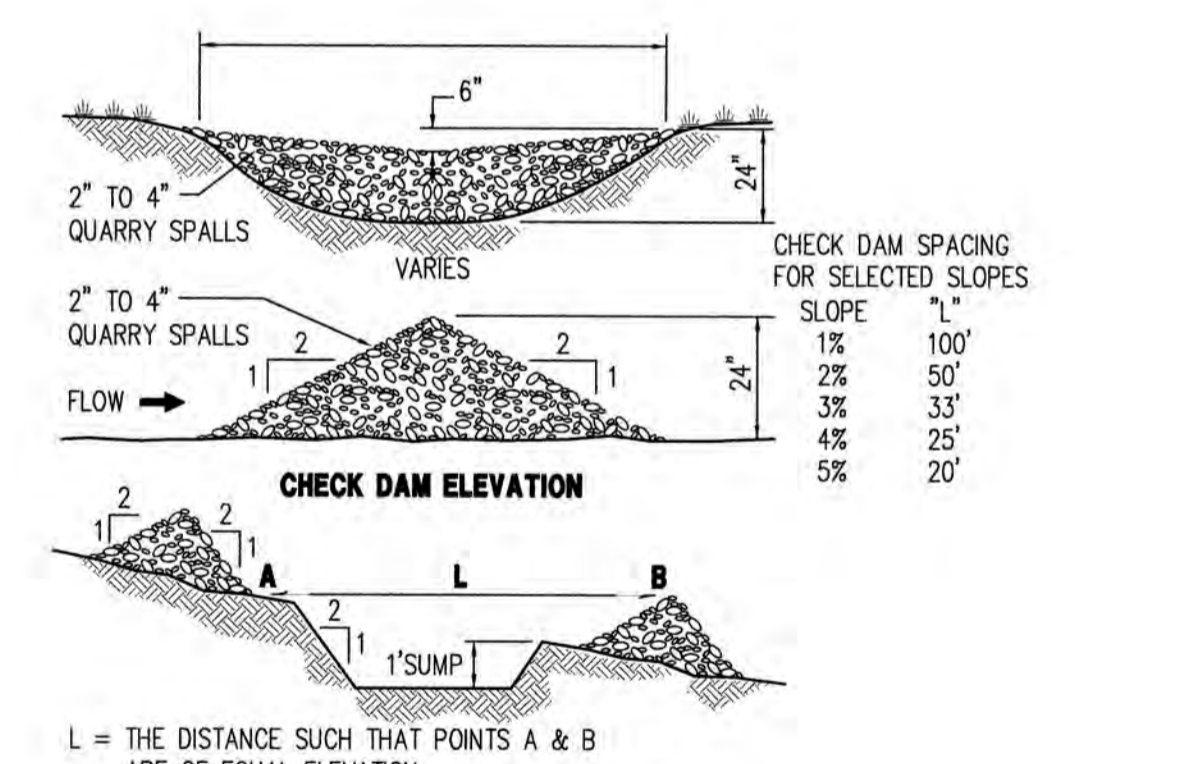
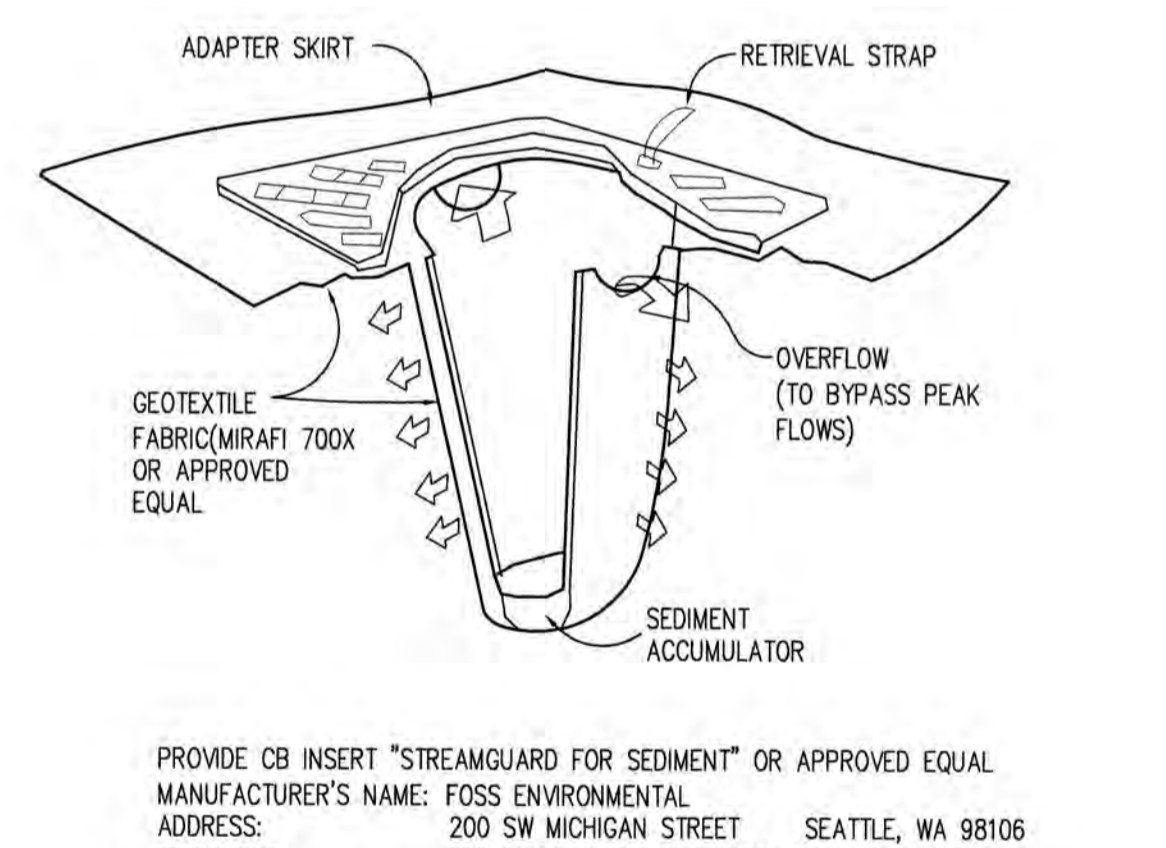
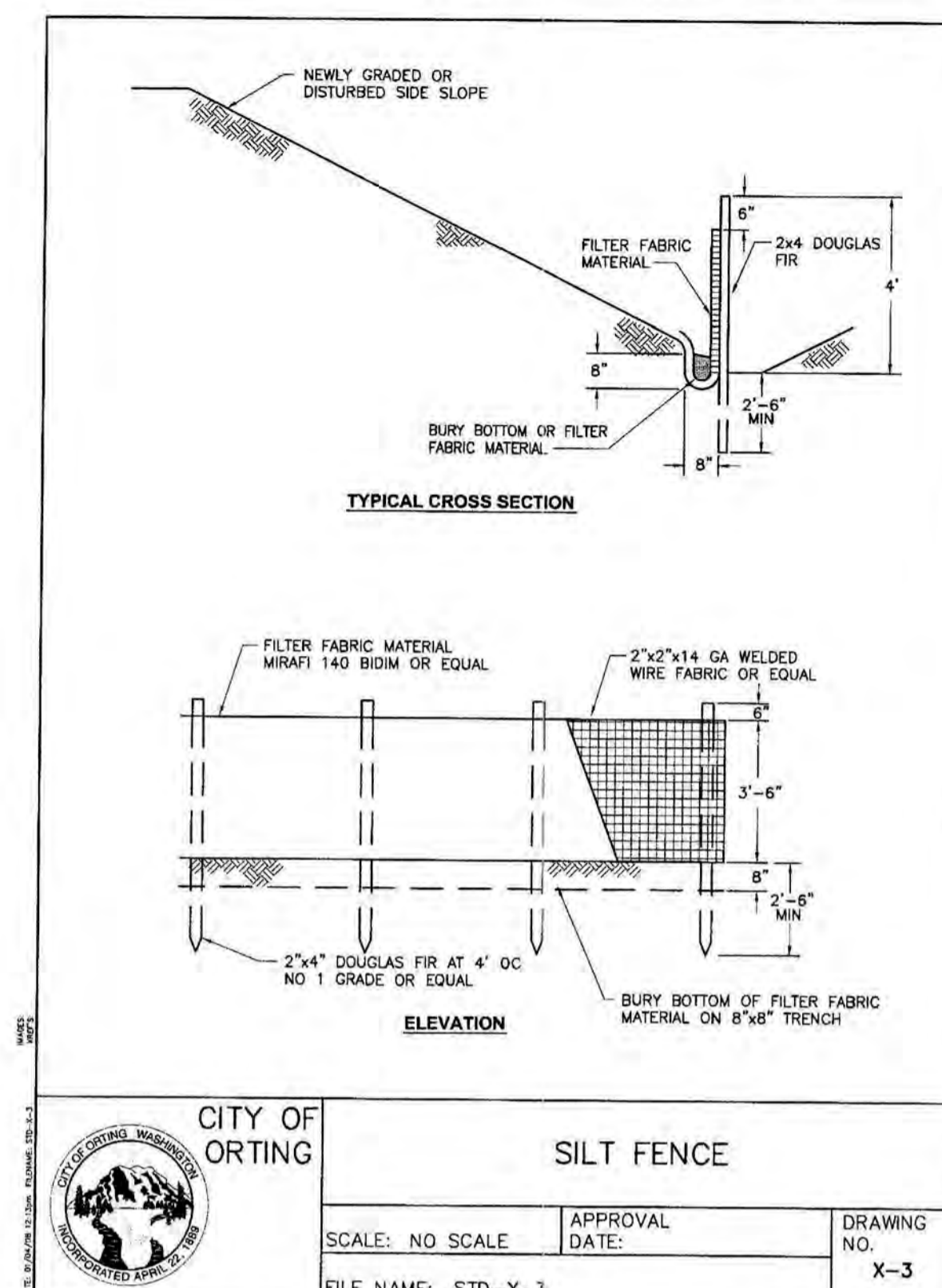
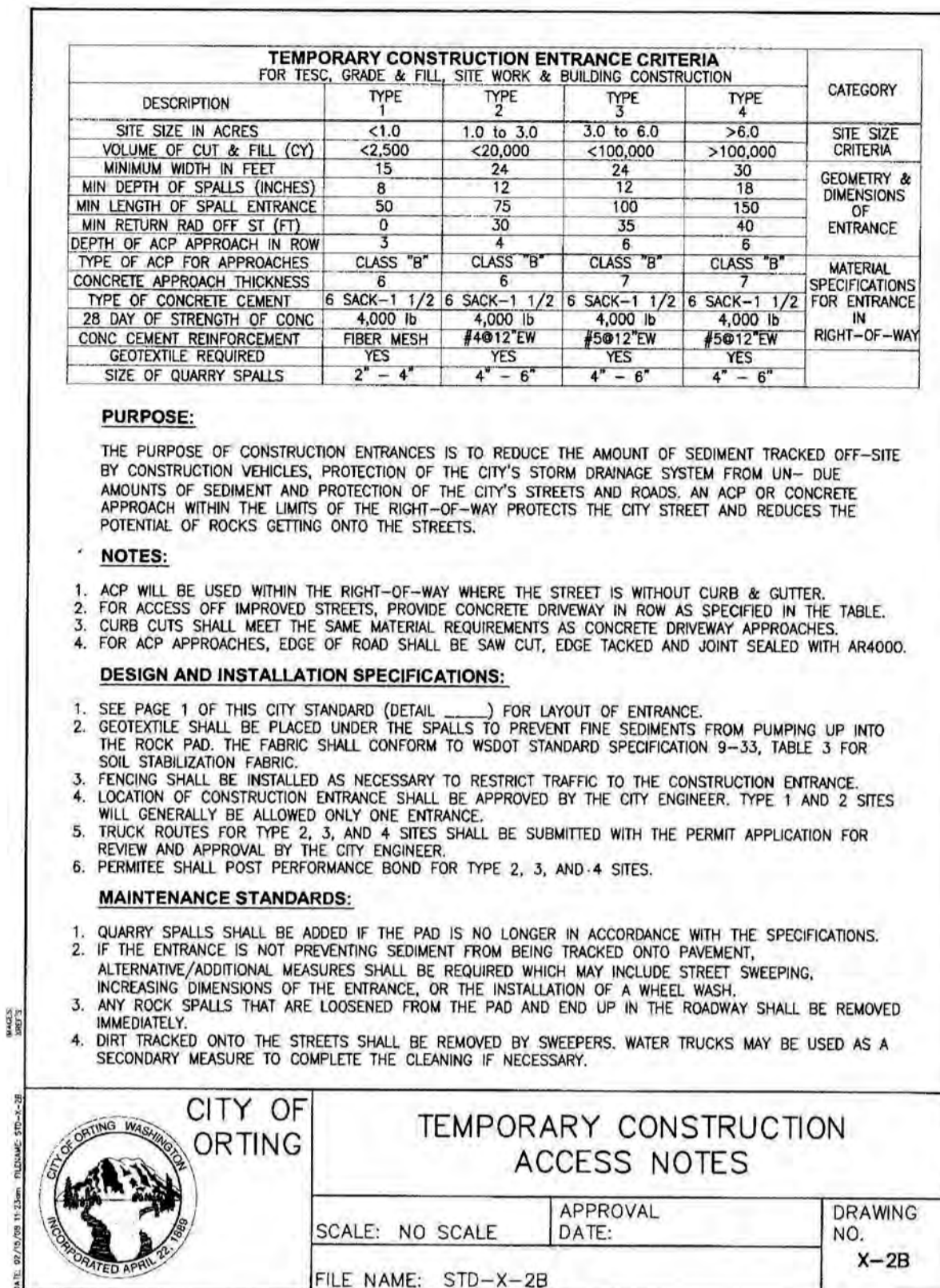
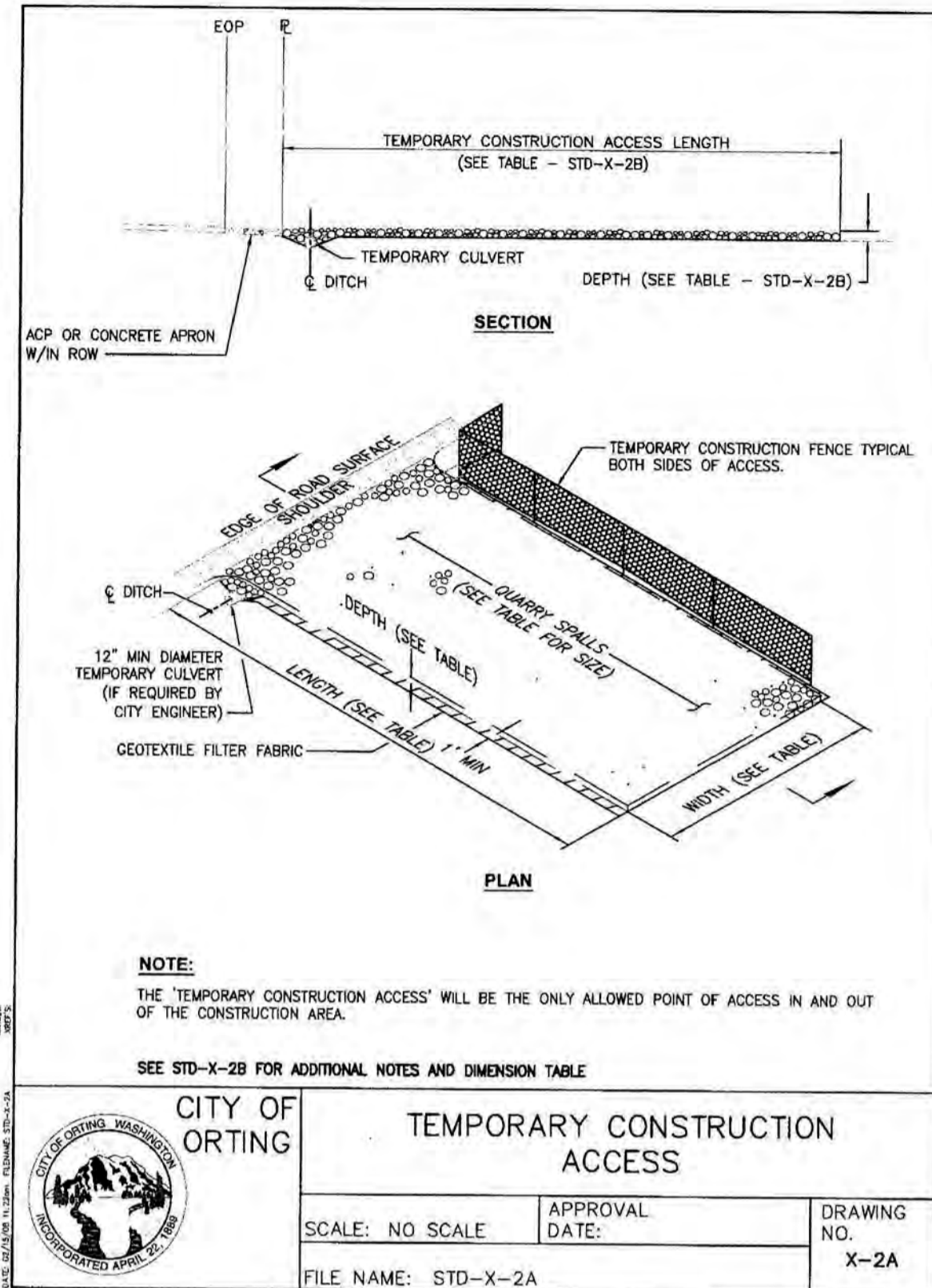
29. PERMANENT SEEDING IN ALL DISTURBED AREAS WITHIN THE PROJECT BOUNDARY SHALL ADHERE TO THE FOLLOWING SPECIFICATIONS:

MINIMUM 80 LBS./ACRE MIXTURE OF:	FERTILIZER-400 LBS./ACRE OF 10-20-20
20% ANNUAL, PERENNIAL RYEGRASS	MULCH-2000 LBS./ACRE
40% CREEPING RED FESCUE	
40% WHITE CLOVER	

SEQUENCE OF CONTROL MEASURES:

30. FILTER FENCE BARRIERS, STAKED STRAW BALES, GRAVEL FILTERS, AND CONSTRUCTION ENTRANCES SHALL BE CONSTRUCTED IN THE LOCATIONS SHOWN ON THE PLANS.
 - a. SILTATION BASINS SHALL BE CONSTRUCTED TO THE SIZE INDICATED ON THE PLANS.
 - b. SITE CLEARING AND GRADING MAY PROCEED FOLLOWING THE INSTALLATION OF THE ABOVE ITEMS.
 - c. ALL SILTATION BARRIERS AND BASINS SHALL BE MAINTAINED TO PROVIDE THE REQUIRED PROTECTION.
 - d. BARRIERS MAY NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETED AND FINAL SITE STABILIZATION IS IN PLACE AND FUNCTIONAL.

BELFAIR ESTATES
A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON



ASBULT RECORD NOTE
THE SHOWN HORIZONTAL AND VERTICAL LOCATIONS OF THE STORM DRAINAGE AND ROAD SYSTEMS WAS FIELD SURVEYED BY ME OR UNDER MY DIRECTION. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.

Project:	BELFAIR ESTATES	Date:	06.24.20
Client:	HARMAN DEVELOPMENT, LLC	Per City Comments:	PAS
Drawn:	DPS	Per City Comments:	PAS
Checked:	FWG	Revision:	Int.
Scale:	AS NOTED	No.:	
Date:	06.21.21		
Job No.:	19070		



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BELFAIR ESTATES
T.E.S.C. NOTES & DETAILS

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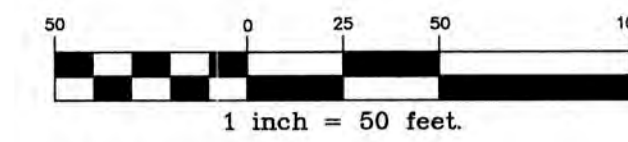
CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

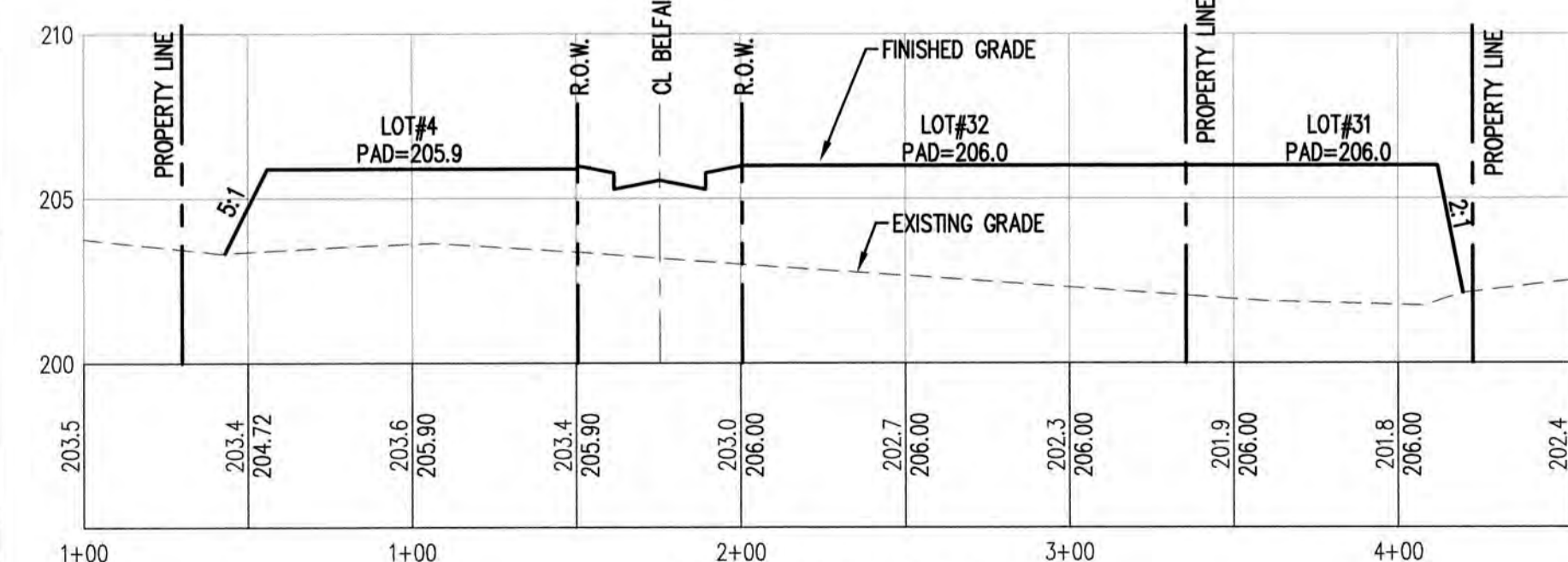
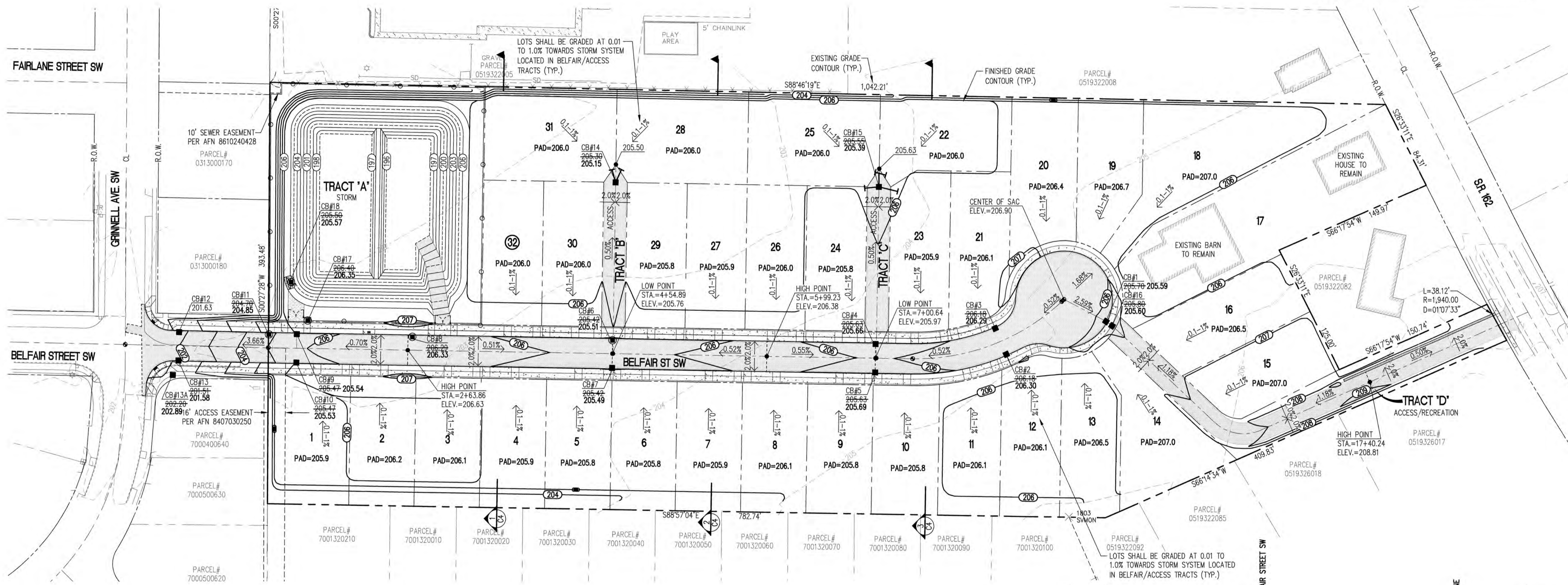
OVFR's review limited to providing input on operational issues only. OVFR has not reviewed the plans for Code compliance.

BELFAIR ESTATES

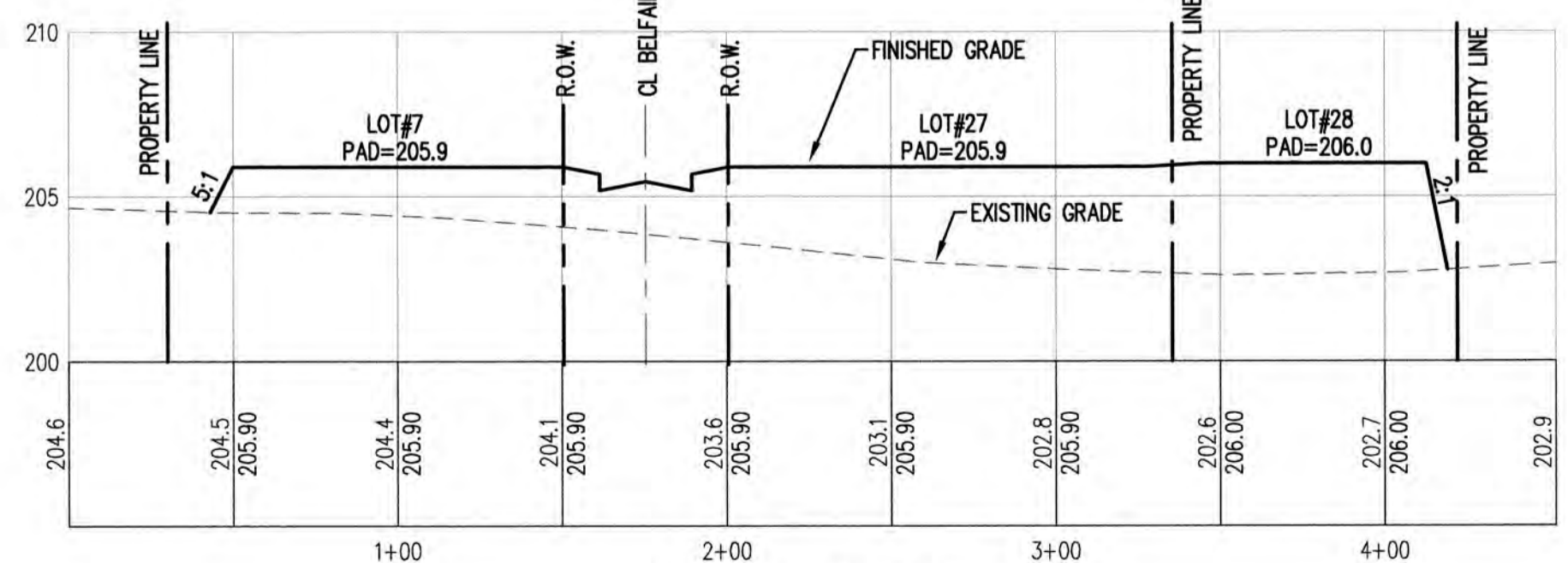
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WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON



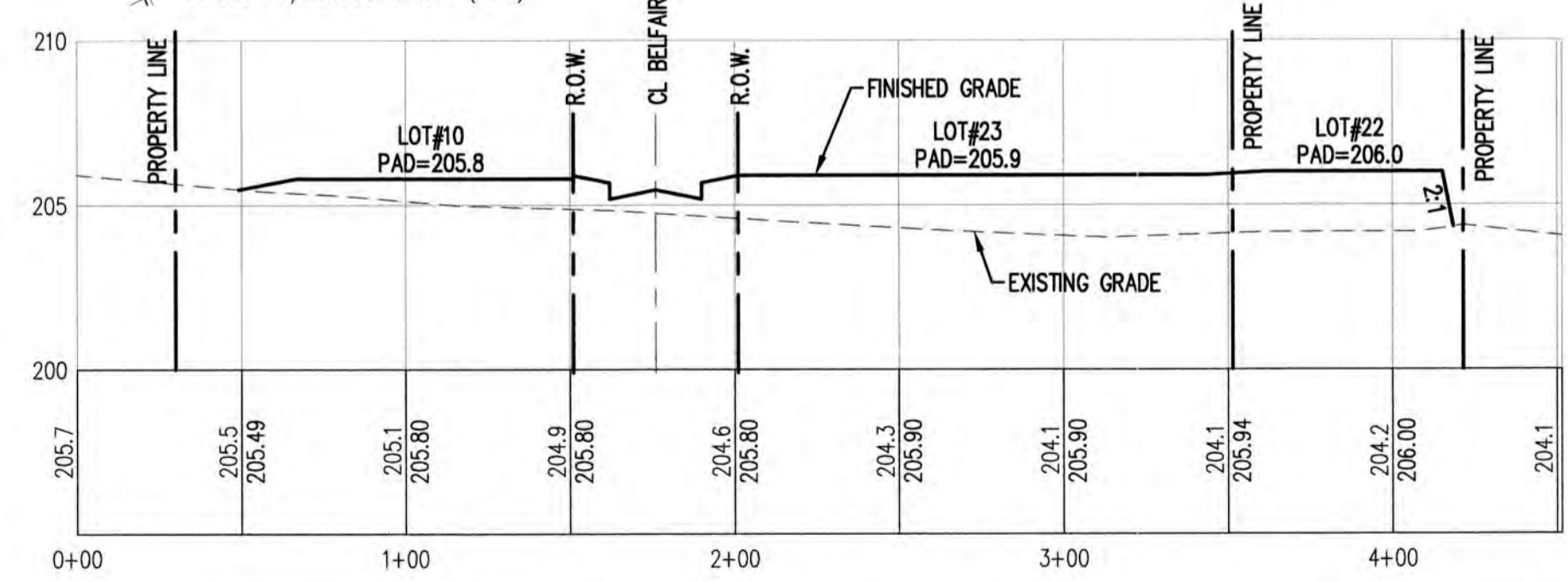
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SITE SECTION 1
(200' INTERVALS)
HORIZONTAL: 1"=20'
VERTICAL: 1"=5'



SITE SECTION 2
(200' INTERVALS)
HORIZONTAL: 1"=20'
VERTICAL: 1"=5'



SITE SECTION 3
(200' INTERVALS)
HORIZONTAL: 1"=20'
VERTICAL: 1"=5'

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CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

OVFR's review limited to providing input on operational issues only. OVFR has not reviewed the plans for Code compliance.

07.01.20	DPS	PER CITY COMMENTS	No.	Revision:
06.24.20	PAS	PER CITY COMMENTS	No.	Revision:
06.21.20	PAS	PER CITY COMMENTS	No.	Revision:
	Int.			



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**BELFAIR ESTATES
OVERALL GRADING PLAN**

Project: _____
Client: **HARMAN DEVELOPMENT, LLC**
619 HARMAN WAY SOUTH, ORTING, WA

Designed: DPS
Drawn: RWCP
Checked: DPS

Scale: 1" = 50'
Date: 06.21.21
Job No.: 19070

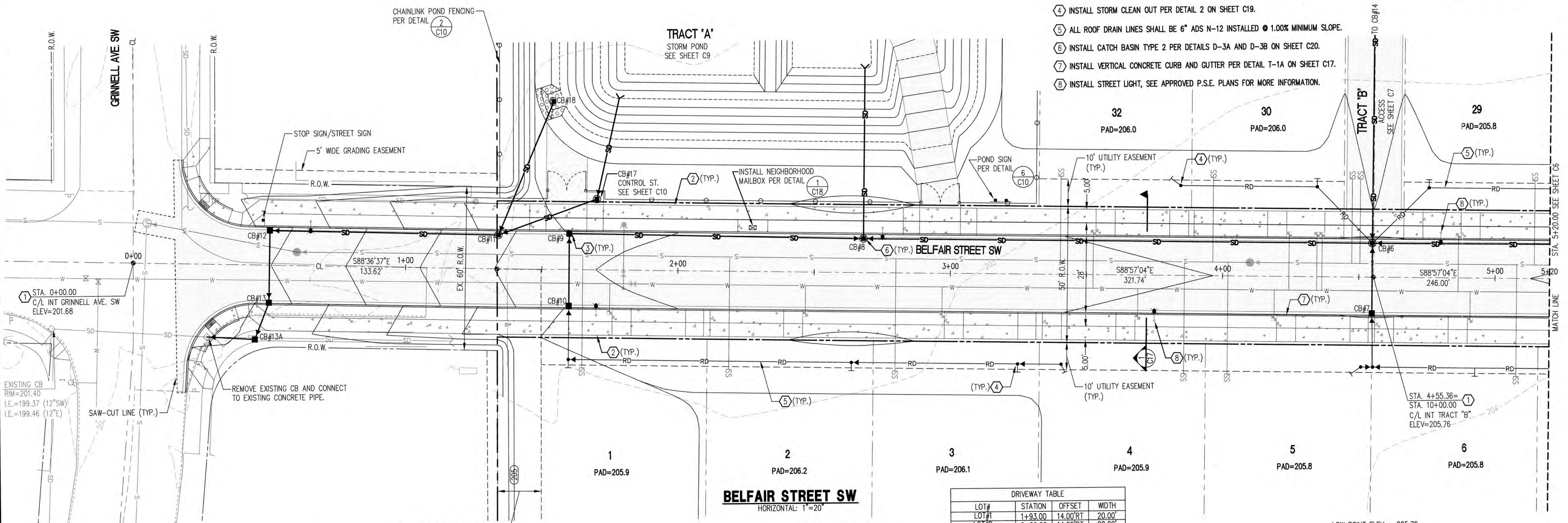
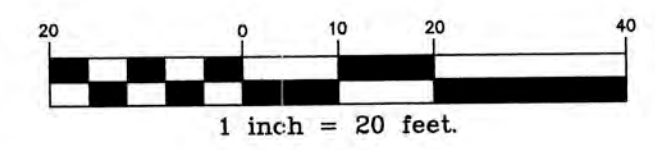
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4 of 22 Sheets

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

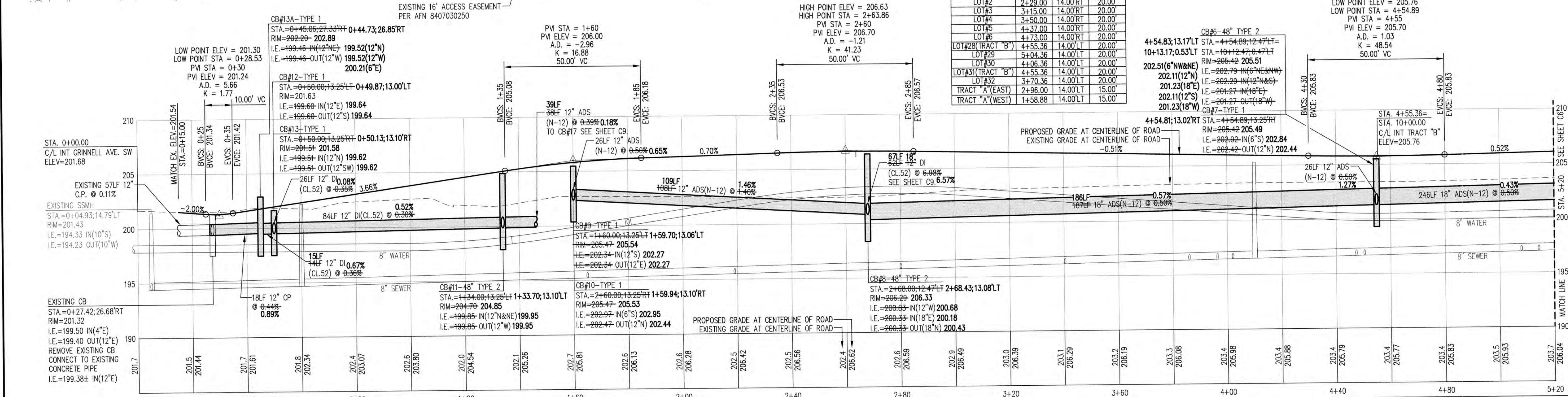
CONSTRUCTION NOTES

- 1 INSTALL MONUMENT PER DETAILS T-6A AND T-6B ON SHEET C18.
- 2 INSTALL CEMENT CONCRETE SIDEWALK PER DETAILS T-3A AND T-3B ON SHEET C17.
- 3 INSTALL CATCH BASIN TYPE 1 PER DETAILS D-2A AND D-2B ON SHEET C20.
- 4 INSTALL STORM CLEAN OUT PER DETAIL 2 ON SHEET C19.
- 5 ALL ROOF DRAIN LINES SHALL BE 6" ADS N-12 INSTALLED @ 1.00% MINIMUM SLOPE.
- 6 INSTALL CATCH BASIN TYPE 2 PER DETAILS D-3A AND D-3B ON SHEET C20.
- 7 INSTALL VERTICAL CONCRETE CURB AND GUTTER PER DETAIL T-1A ON SHEET C17.
- 8 INSTALL STREET LIGHT, SEE APPROVED P.S.E. PLANS FOR MORE INFORMATION.



BELFAIR STREET SW HORIZONTAL: 1"=20'

LOT#	STATION	OFFSET	WIDTH
LOT#1	1+93.00	14.00'RT	20.00'
LOT#2	2+29.00	14.00'RT	20.00'
LOT#3	3+15.00	14.00'RT	20.00'
LOT#4	3+50.00	14.00'RT	20.00'
LOT#5	4+37.00	14.00'RT	20.00'
LOT#6	4+73.00	14.00'RT	20.00'
LOT#7(TRACT 'B')	4+55.36	14.00'LT	20.00'
LOT#29	5+04.36	14.00'LT	20.00'
LOT#30	4+06.36	14.00'LT	20.00'
LOT#31(TRACT 'B')	4+55.36	14.00'LT	20.00'
LOT#32	3+70.36	14.00'LT	20.00'
TRACT 'A'(EAST)	2+96.00	14.00'LT	15.00'
TRACT 'A'(WEST)	1+58.88	14.00'LT	15.00'



BELFAIR STREET SW HORIZONTAL: 1"=20' VERTICAL: 1"=5'

ASBUILT RECORD NOTE
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CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

Project:
Drawn: DPS

BELFAIR ESTATES
Checked: RWG

BELFAIR STREET SW STA. 0+00 TO 5+20
Scale: 1" = 20'

PLAN & PROFILE
Date: 06.21.21

Project:
Job No.: 19070

Client:
Sheet No.: C5

HARMAN DEVELOPMENT, LLC
Date: 06.21.21

619 HARMAN WAY SOUTH ORTING, WA
Date: 19070

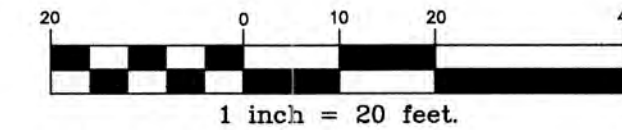
Revision:
Date:

No.
Int.

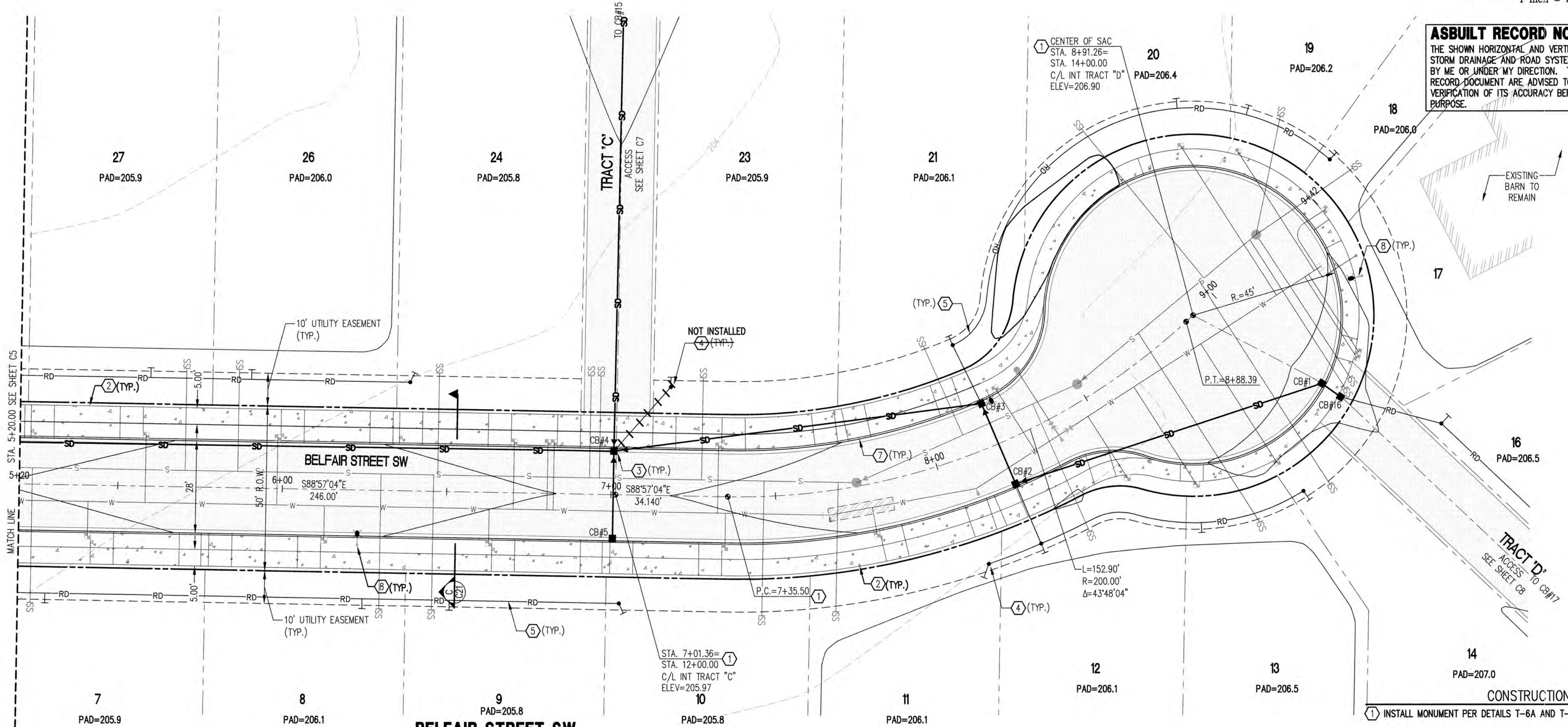
C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
Bus: (253) 848-4282
ceservices@cesnwinc.com
429 29th STREET, SUITE D
PUALLUP, WA 98372

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON



ASBUILT RECORD NOTE
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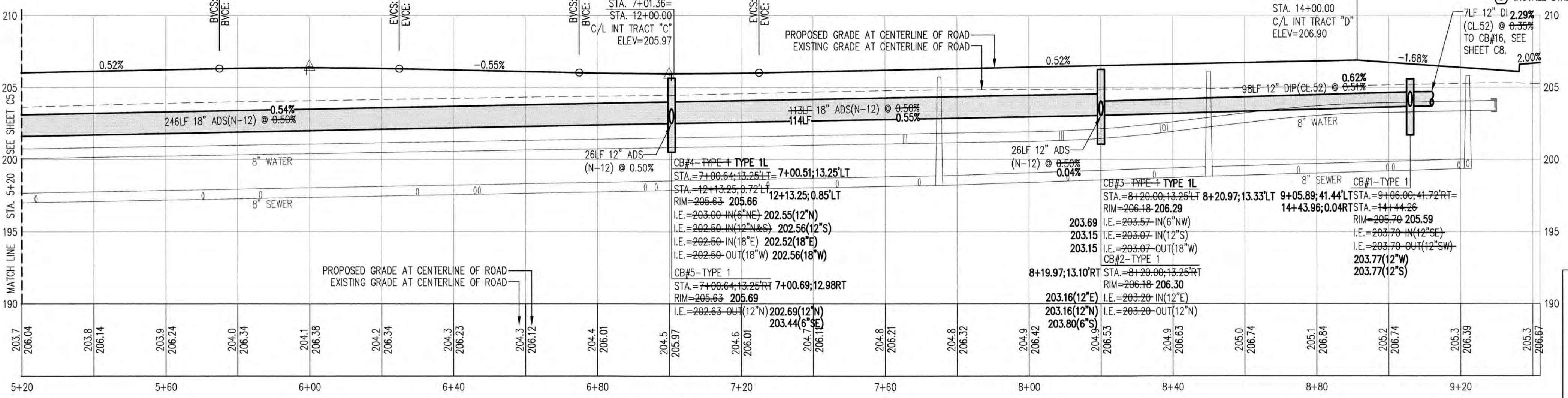


DRIVEWAY TABLE			
LOT#7	5+59.00	14.00'RT	20.00'
LOT#8	5+95.00	14.00'RT	20.00'
LOT#9	6+81.00	14.00'RT	20.00'
LOT#10	7+17.00	14.00'RT	20.00'
LOT#11	7+94.86	14.00'RT	20.00'
LOT#12	8+30.59	14.00'RT	23.50'
LOT#13		DEPRESSED CURB	
LOT#14		DEPRESSED CURB	
LOT#15 (TRACT "D")	9+06.20	42.45'RT	20.00'
LOT#16 (TRACT "D")	9+06.20	42.45'RT	20.00'
LOT#17		EXISTING DRIVEWAY	
LOT#18		DEPRESSED CURB	
LOT#19		DEPRESSED CURB	
LOT#20		DEPRESSED CURB	
LOT#21	7+94.24	14.00'LT	22.00'
LOT#22 (TRACT "C")	6+01.36	14.00'LT	20.00'
LOT#23	7+52.43	14.00'LT	20.00'
LOT#24	6+52.36	14.00'LT	20.00'
LOT#25 (TRACT "C")	6+01.36	14.00'LT	20.00'
LOT#26	6+16.36	14.00'LT	20.00'
LOT#27	5+40.36	14.00'LT	20.00'

BELFAIR STREET SW
HORIZONTAL: 1"=20'

HIGH POINT ELEV = 206.38
HIGH POINT STA = 5+99.23
PVI STA = 6+00
PVI ELEV = 206.45
A.D. = -1.07
K = 46.85
50.00' VC

LOW POINT ELEV = 205.97
LOW POINT STA = 7+00.64
PVI STA = 7+00
PVI ELEV = 205.90
A.D. = 1.07
K = 46.61
50.00' VC



- CONSTRUCTION NOTES**
- INSTALL MONUMENT PER DETAILS T-6A AND T-6B ON SHEET C18.
 - INSTALL CEMENT CONCRETE SIDEWALK PER DETAILS T-3A AND T-3B ON SHEET C17.
 - INSTALL CATCH BASIN TYPE 1 PER DETAILS D-2A AND D-2B ON SHEET C20.
 - INSTALL STORM CLEAN OUT PER DETAIL 2 ON SHEET C19.
 - ALL ROOF DRAIN LINES SHALL BE 6" ADS N-12 INSTALLED @ 1.00% MINIMUM SLOPE.
 - INSTALL CATCH BASIN TYPE 2 PER DETAILS D-3A AND D-3B ON SHEET C20.
 - INSTALL VERTICAL CONCRETE CURB AND GUTTER PER DETAIL T-1A ON SHEET C17.
 - INSTALL STREET LIGHT, SEE APPROVED P.S.E. PLANS FOR MORE INFORMATION.

CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070

Project: BELFAIR ESTATES
BELFAIR STREET SW STA. 5+20 TO 9+42
PLAN & PROFILE

Client: HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

Designed: DPS
Drawn: RWG
Checked: DPS

Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070

Sheet No.: **C6**
6 of 22 Sheets

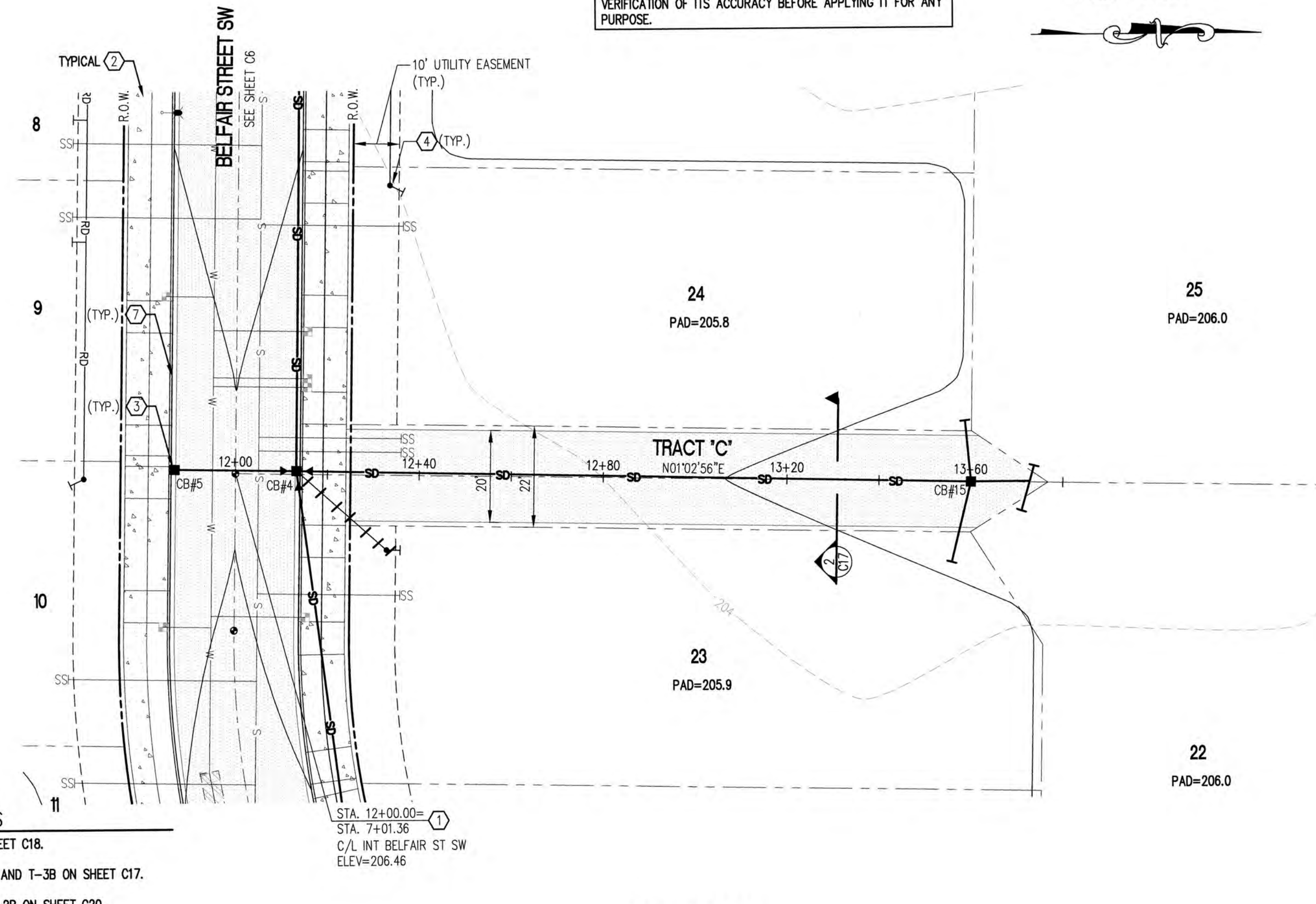
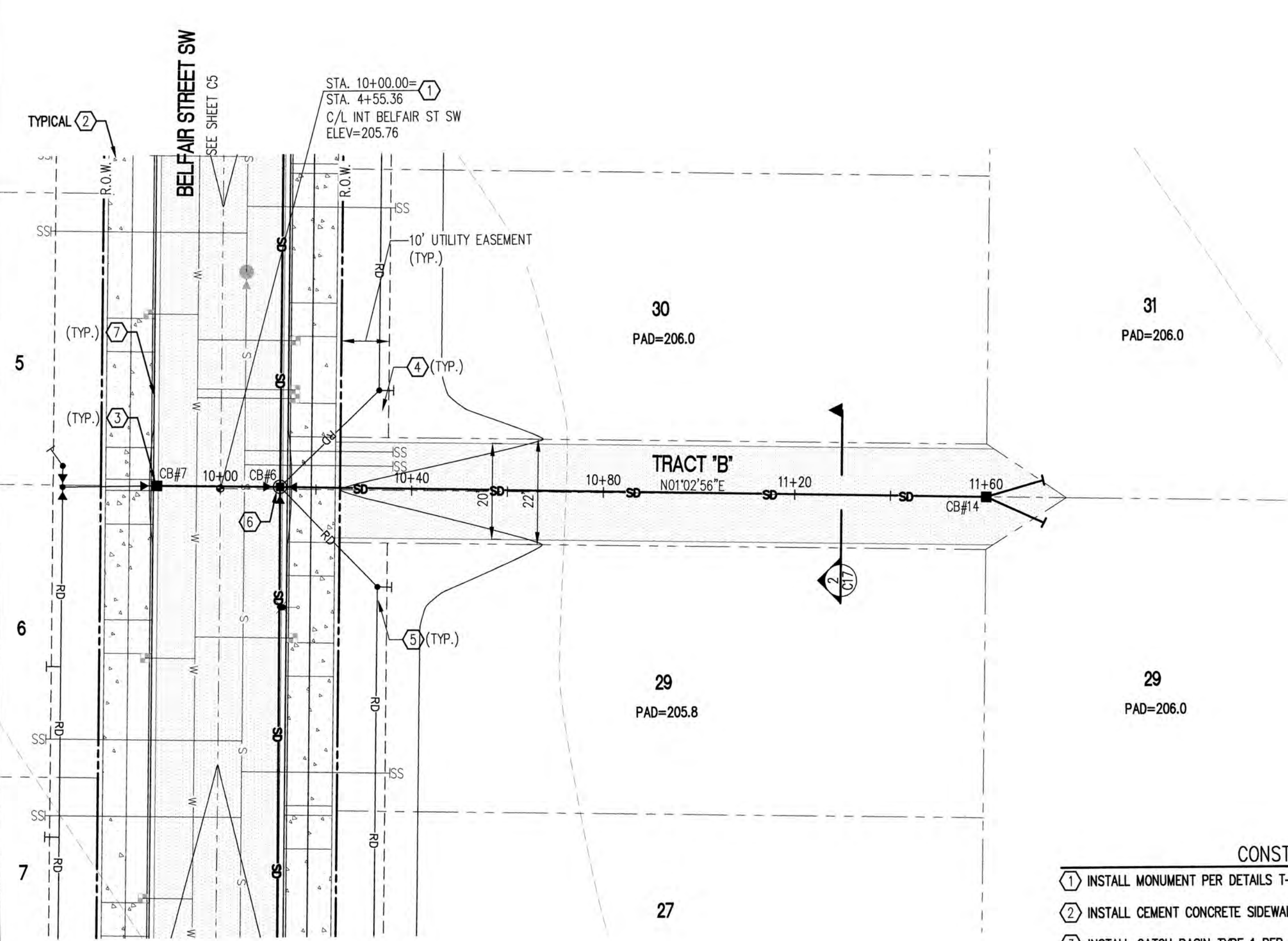
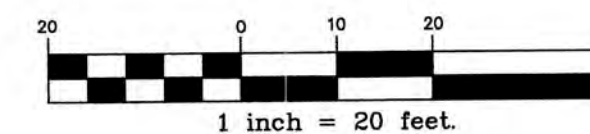
Professional Engineer Seal: DANIEL PAUL SMITH, CIVIL ENGINEERING & SURVEYING, INC. License No. 47023, WA. Business Address: 429 29th Street, Suite D, Puyallup, WA 98372. Phone: (253) 848-6282. Email: ceservices@cpaenwinc.com.

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

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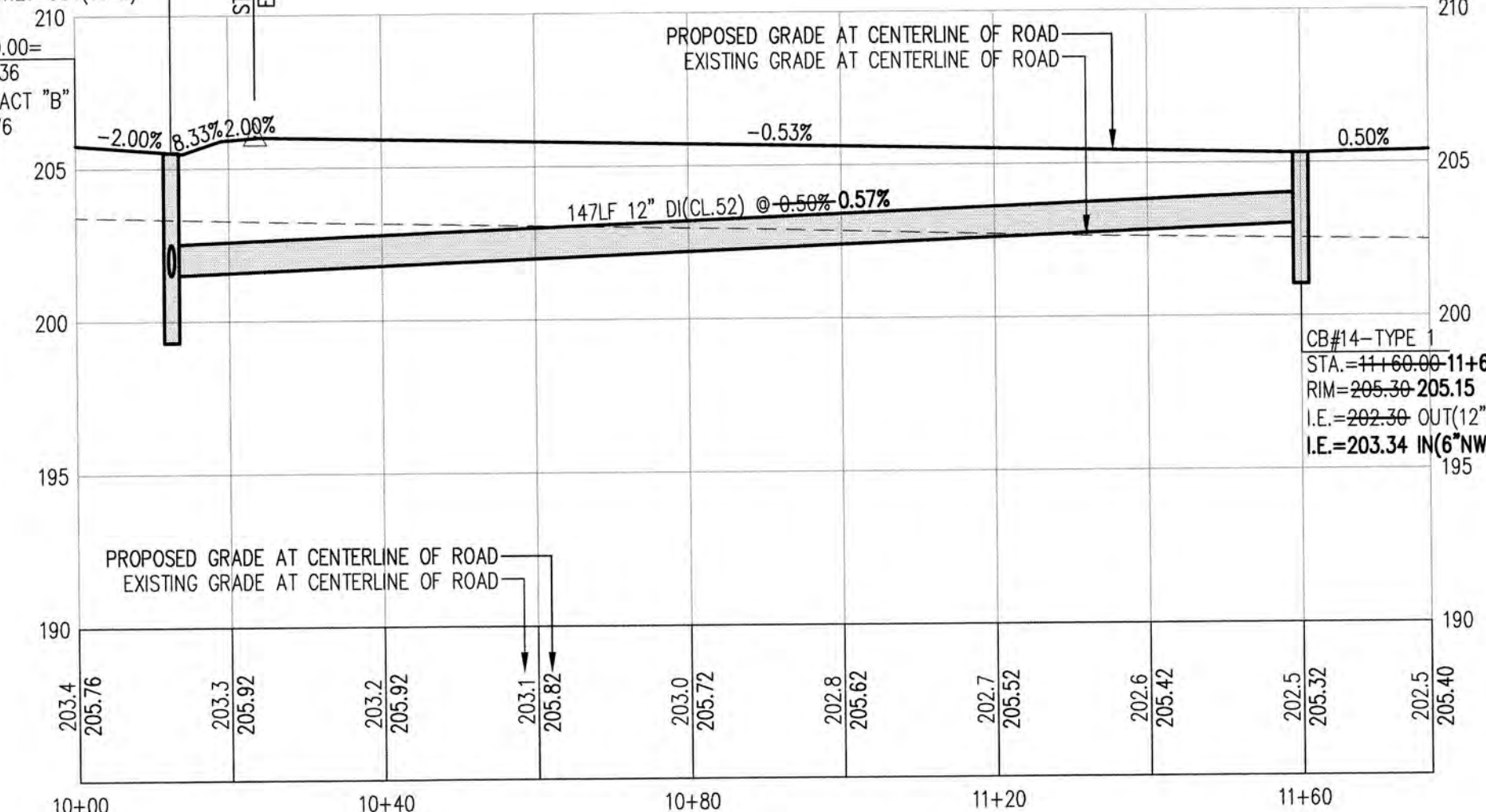
CONSTRUCTION NOTES

- 1 INSTALL MONUMENT PER DETAILS T-6A AND T-6B ON SHEET C18.
- 2 INSTALL CEMENT CONCRETE SIDEWALK PER DETAILS T-3A AND T-3B ON SHEET C17.
- 3 INSTALL CATCH BASIN TYPE 1 PER DETAILS D-2A AND D-2B ON SHEET C20.
- 4 INSTALL STORM CLEAN OUT PER DETAIL 2 ON SHEET C19.
- 5 ALL ROOF DRAIN LINES SHALL BE 6" ADS N-12 INSTALLED @ 1.00% MINIMUM SLOPE.
- 6 INSTALL CATCH BASIN TYPE 2 PER DETAILS D-3A AND D-3B ON SHEET C20.
- 7 INSTALL VERTICAL CONCRETE CURB AND GUTTER PER DETAIL T-1A ON SHEET C17.
- 8 INSTALL STREET LIGHT, SEE APPROVED P.S.E. PLANS FOR MORE INFORMATION.

TRACT 'B'

HORIZONTAL: 1"=20'

CB#6-48" TYPE 2
4.83;13.17 LT STA.=4+54.89;12.47 LT=13.17;0.53 LT STA.=10+12.47;0.47 LT RIM=205.42-205.51
202.51(6"NW) I.E.=202.79 IN(6"NE&NW)
202.11(12"N) I.E.=202.29 IN(12"NE&S)
201.23(18"E) I.E.=201.27 IN(18"E)
202.11(12"S) I.E.=201.27 OUT(18"W)



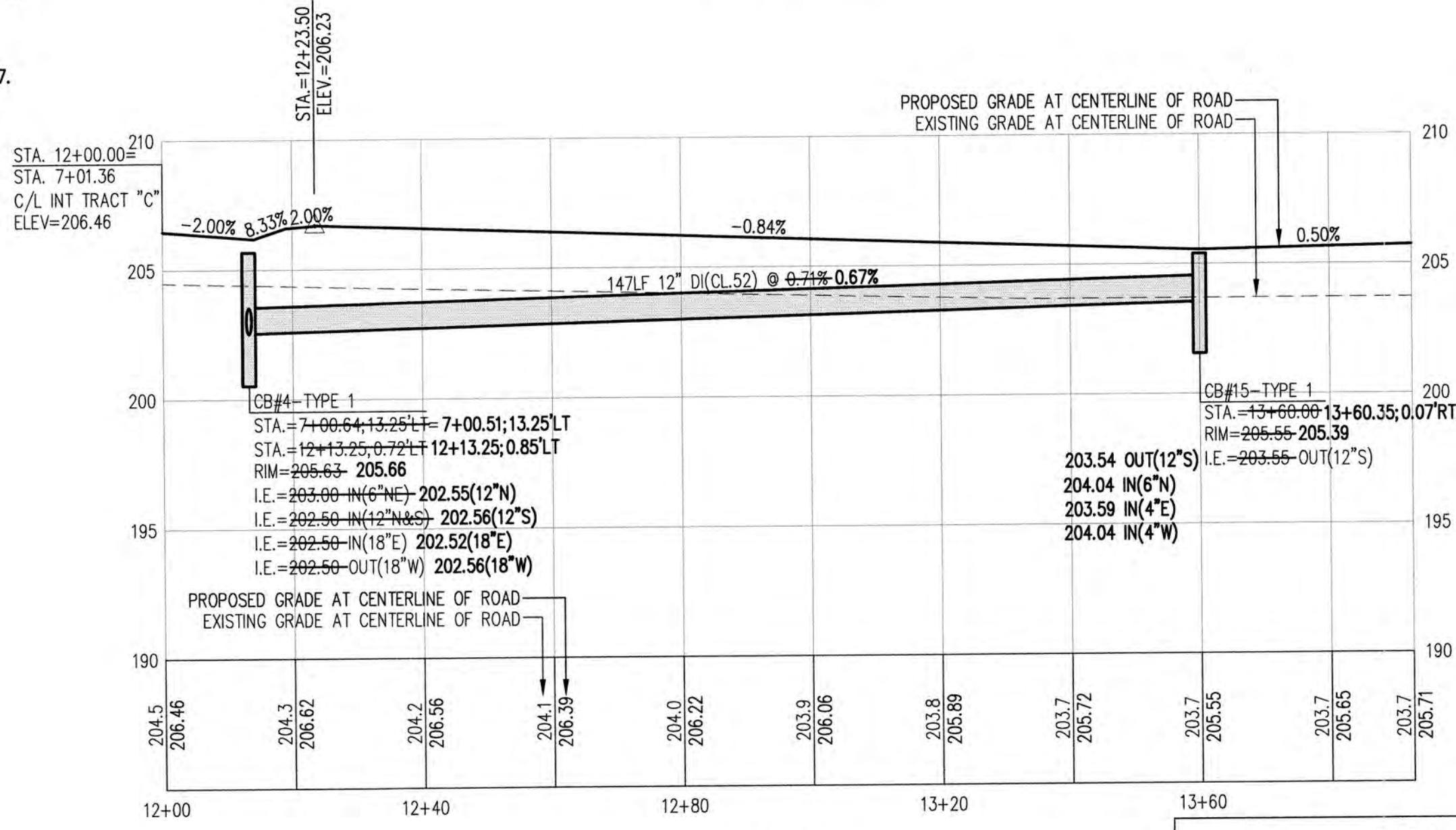
TRACT 'B'

HORIZONTAL: 1"=20'

VERTICAL: 1"=5'

TRACT 'C'

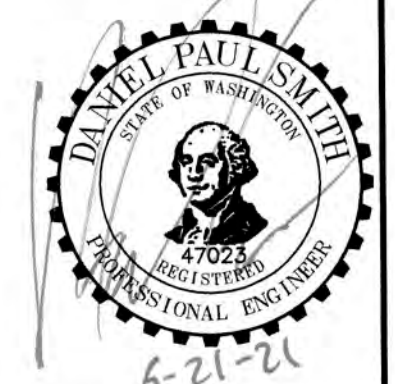
HORIZONTAL: 1"=20'



TRACT 'C'

HORIZONTAL: 1"=20'

VERTICAL: 1"=5'



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
P.O. Box: (203) 848-4882
PUYALLUP, WA 98372
ceservices@cesnwinc.com

BELFAIR ESTATES
TRACT 'B' & 'C'
PLAN & PROFILE
HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

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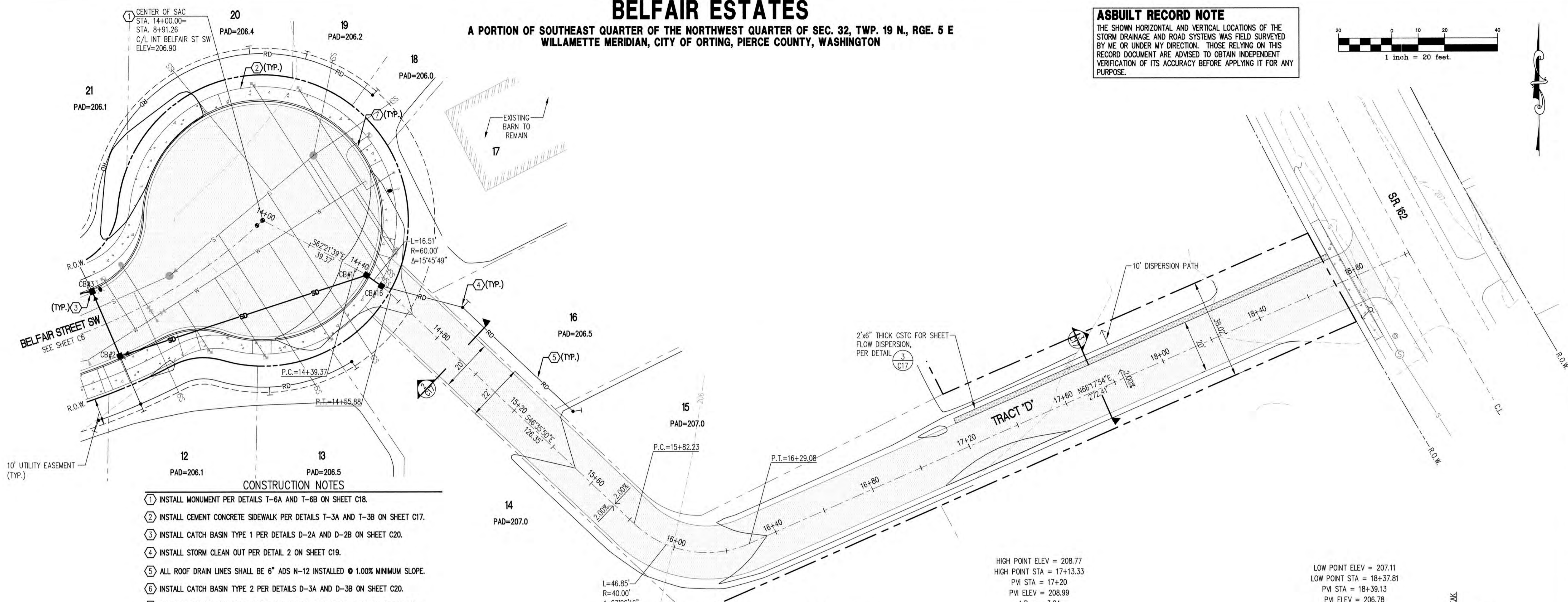
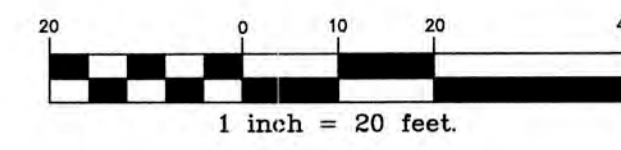
Designed: DPS
Drawn: RWG
Checked: DPS
Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070

Sheet No.: **C7**
7 of 22 Sheets

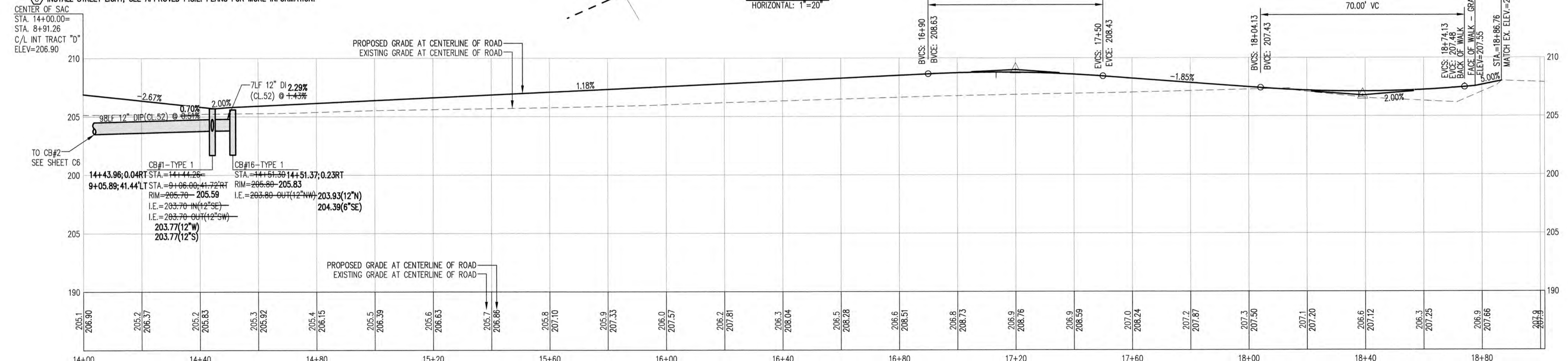
BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

ASBUILT RECORD NOTE
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- CONSTRUCTION NOTES**
- INSTALL MONUMENT PER DETAILS T-6A AND T-6B ON SHEET C18.
 - INSTALL CEMENT CONCRETE SIDEWALK PER DETAILS T-3A AND T-3B ON SHEET C17.
 - INSTALL CATCH BASIN TYPE 1 PER DETAILS D-2A AND D-2B ON SHEET C20.
 - INSTALL STORM CLEAN OUT PER DETAIL 2 ON SHEET C19.
 - ALL ROOF DRAIN LINES SHALL BE 6" ADS N-12 INSTALLED @ 1.00% MINIMUM SLOPE.
 - INSTALL CATCH BASIN TYPE 2 PER DETAILS D-3A AND D-3B ON SHEET C20.
 - INSTALL VERTICAL CONCRETE CURB AND GUTTER PER DETAIL T-1A ON SHEET C17.
 - INSTALL STREET LIGHT, SEE APPROVED P.S.E. PLANS FOR MORE INFORMATION.



CENTER OF SAC
STA. 14+00.00=
STA. 8+91.26
C/L INT TRACT "D"
ELEV=206.90

TO CB#2
SEE SHEET C6

CB#1-TYPE 1
14+43.96; 0.04RT STA=14+44.26
9+05.89; 41.44'LT STA=9+06.60; 41.72'RT
RIM=205.70 - 205.59
I.E.=203.70 - N(12°SE)
I.E.=203.70 - S(12°SW)
203.77(12°N)
203.77(12°S)

CB#16-TYPE 1
STA=14+51.39; 14+51.37; 0.23RT
RIM=205.80 - 205.83
I.E.=203.80 - N(12°NW)
203.93(12°N)
204.39(6°SE)

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BEFORE YOU DIG
DIAL 811**

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

OVR's review limited to providing input on operational issues only.
OVR has not reviewed the plans for Code compliance.

Project: BELFAIR ESTATES
TRACT 'D'
PLAN & PROFILE
HARMAN DEVELOPMENT, LLC

Client: 619 HARMAN WAY SOUTH ORTING, WA

Designed: DPS
Drawn: RWG
Checked: DPS

Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070

Sheet No.: **C8**
8 of 22 Sheets

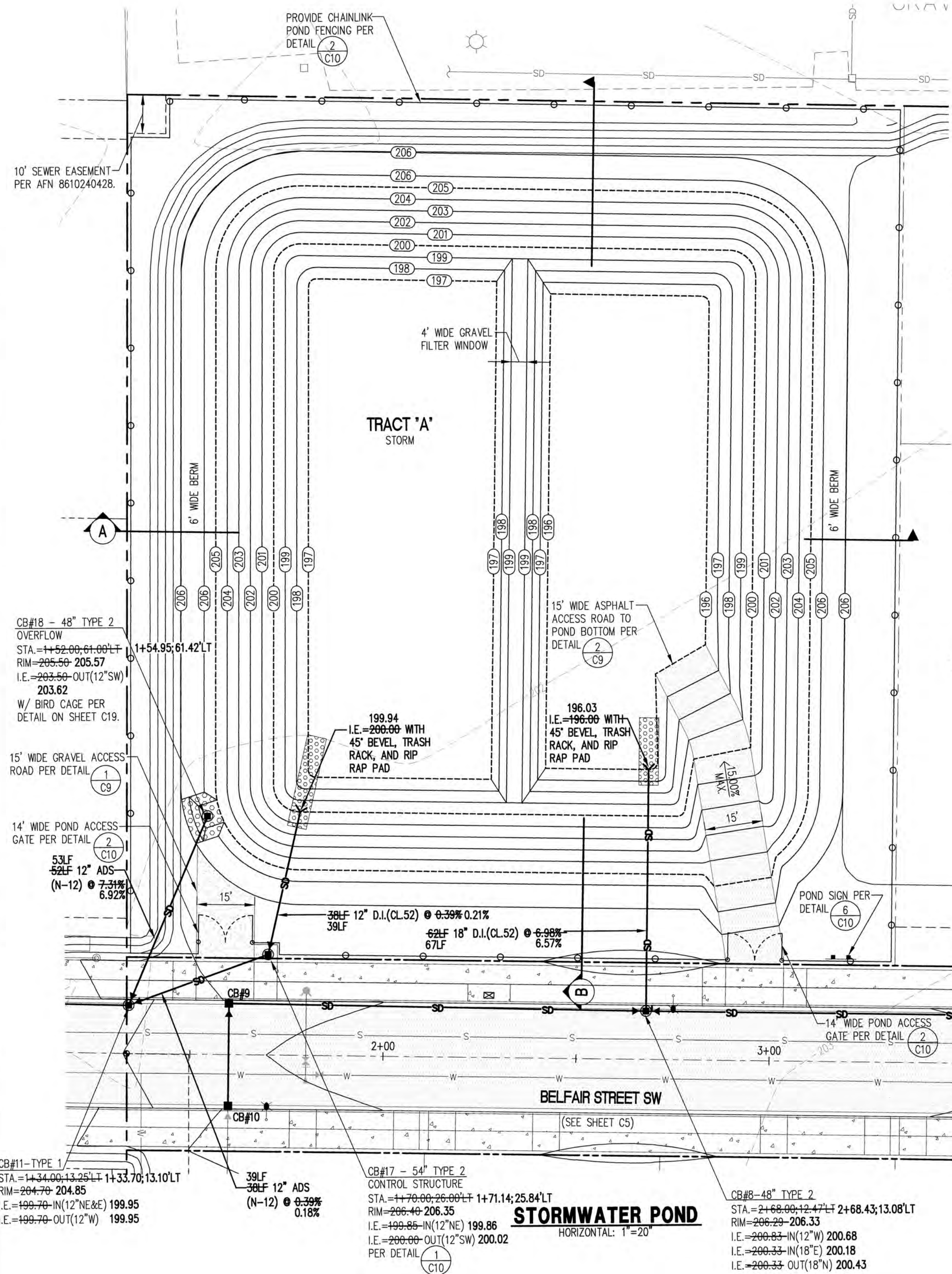
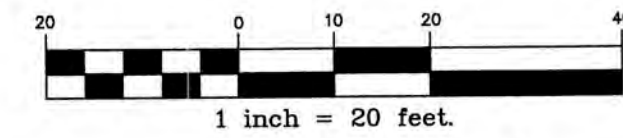
Professional Engineer Seal: DANIEL PAUL SMITH, CIVIL ENGINEERING & SURVEYING, INC., PUNJLOP, WA 98022

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

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POND BERM EMBANKMENT NOTES

- CONSTRUCT POND BERM EMBANKMENTS ON NATIVE CONSOLIDATED SOIL (OR ADEQUATELY COMPACTED AND STABLE FILL SOILS ANALYZED BY A GEOTECHNICAL ASSESSMENT), WHICH IS FREE OF LOOSE SURFACE SOIL MATERIALS, ROOTS AND OTHER ORGANIC DEBRIS.
- CONSTRUCT POND BERM EMBANKMENTS BY EXCAVATING A "KEY" EQUAL TO 50% OF THE BERM EMBANKMENT CROSS-SECTIONAL HEIGHT AND WIDTH (EXCEPT ON TILL SOILS WHERE THE "KEY" MINIMUM DEPTH CAN BE REDUCED TO 1 FOOT OF EXCAVATION INTO THE TILL).
- POND BERM EMBANKMENT CORES SHALL BE CONSTRUCTED OF COMPACTED SOIL (A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY, STANDARD PROCTOR METHOD PER ASTM D1557) PLACED IN 6-INCH LIFTS, WITH THE FOLLOWING SOIL CHARACTERISTICS PER THE USDA'S TEXTURAL TRIANGLE: A MINIMUM OF 30% CLAY, A MAXIMUM OF 60% SAND, A MAXIMUM OF 60% SILT, WITH NOMINAL GRAVEL AND COBBLE CONTENT OR AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. (NOTE: IN GENERAL, EXCAVATED GLACIAL TILL WILL BE WELL-SUITED FOR BERM EMBANKMENT MATERIAL.) THE CORE SHALL BE ADEQUATE TO MAKE THE EMBANKMENT IMPERVIOUS.

WETPOND (PROVIDED) STAGE/STORAGE TABLE

ELEVATION	AREA (SF)	VOLUME (CF)
196.00	4,674	0
197.00	5,600	5,137
198.00	6,571	11,223
199.00	7,606	18,311
200.00	8,679	26,454 > 25,540 CF VOLUME REQUIRED

DETENTION POND (PROVIDED) STAGE/STORAGE TABLE

ELEVATION	AREA (SF)	VOLUME (CF)
200.00	17,914	0
201.00	19,578	18,746
202.00	21,314	39,192
203.00	23,110	61,404
204.00	24,959	85,439
205.00	26,863	111,350

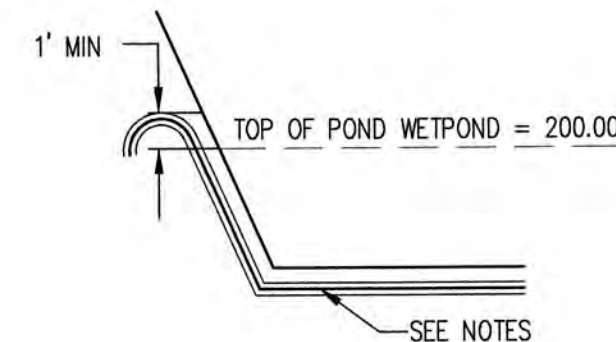
POND LINER NOTE

POND LINER SHALL BE A COMPACTED TILL LINER MEETING THE FOLLOWING SPECIFICATIONS:

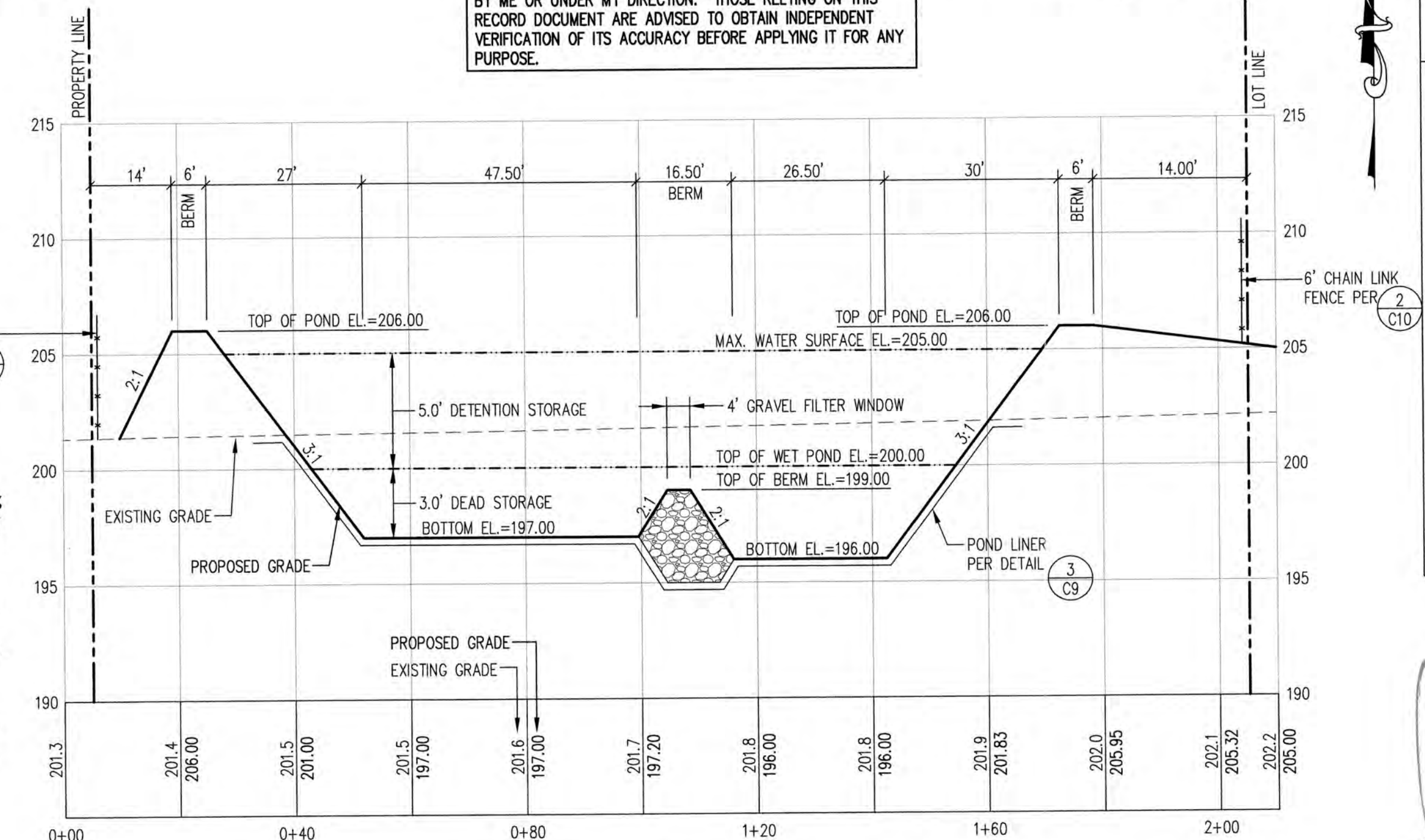
- LINER THICKNESS SHALL BE 18" AFTER COMPACTION.
- SOIL SHALL BE COMPACTED TO 95% MINIMUM DRY DENSITY, MODIFIED PROCTOR METHOD (ASTM D-1557).
- A DIFFERENT DEPTH AND DENSITY SUFFICIENT TO RETARD THE INFILTRATION RATE TO 2.4 x 10⁻⁶ INCHES PER MINUTE MAY ALSO BE USED INSTEAD OF CRITERIA 1 AND 2.
- SOIL SHOULD BE PLACED IN 6-INCH LIFTS.
- SOILS MAY BE USED THAT MEET THE GRADATION IN TABLE 4.3 BELOW.

TABLE 4.3 - COMPACTED TILL LINERS

SIEVE SIZE	PERCENT PASSING
6-INCH	100
4-INCH	90
#4	70-100
#200	20

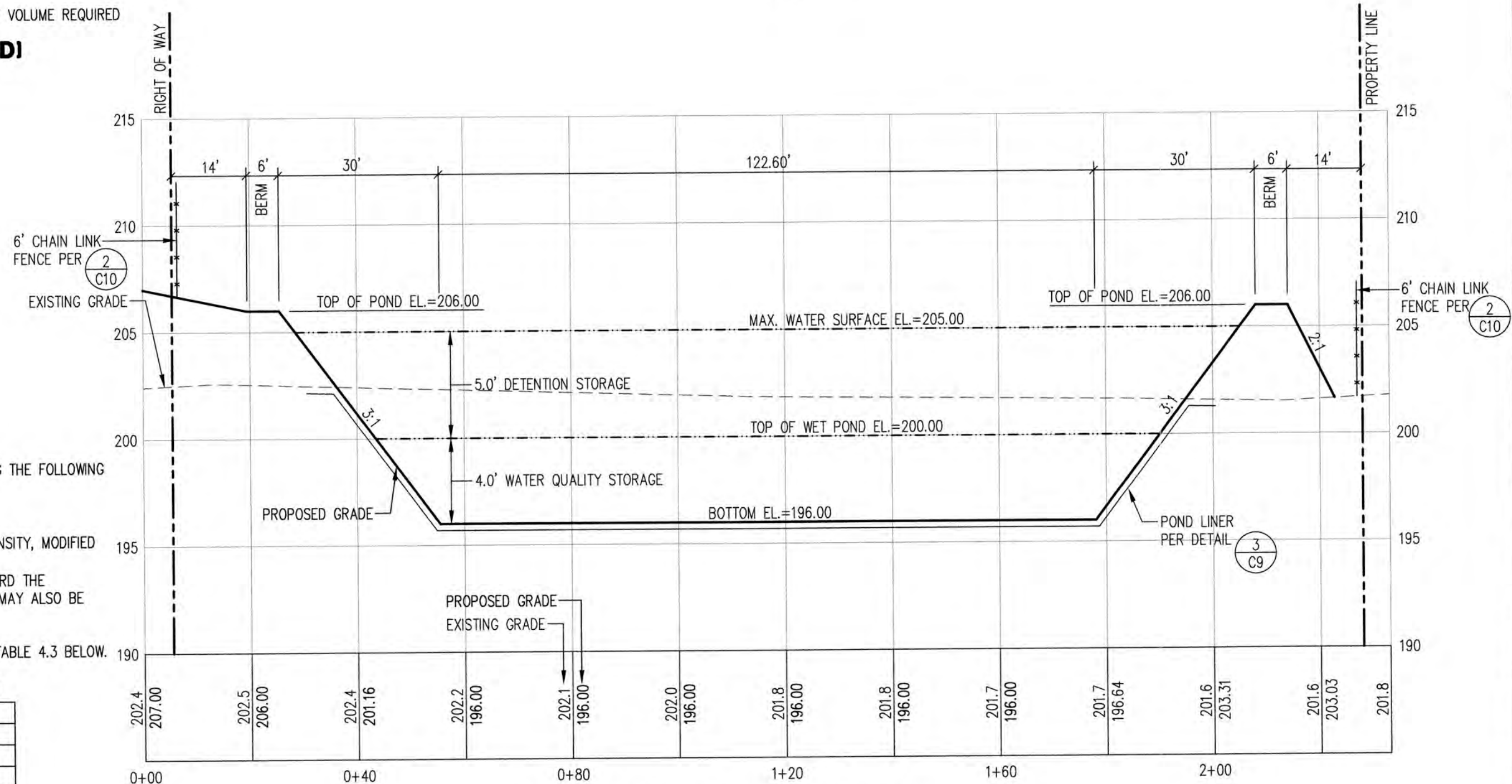


3 POND LINER DETAIL N.T.S.



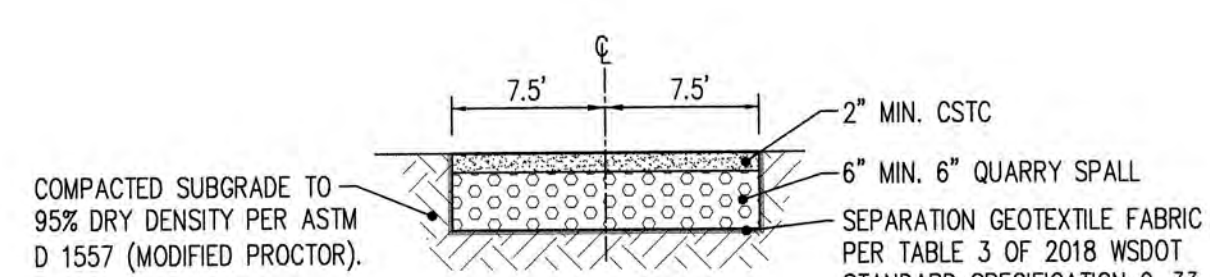
STORMWATER POND - SECTION A

HORIZONTAL: 1"=20'
VERTICAL: 1"=5'

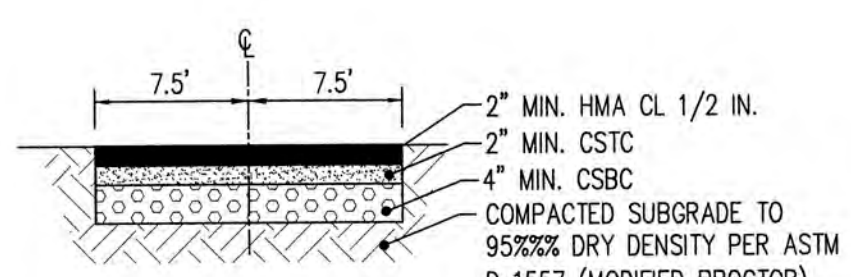


STORMWATER POND - SECTION B

HORIZONTAL: 1"=20'
VERTICAL: 1"=5'



1 GRAVEL ACCESS ROAD FOR POND N.T.S.



2 ASPHALT ACCESS ROAD FOR POND N.T.S.

Date:
Int:

Revision:
No.

BELFAIR ESTATES
STORM POND - PLAN & SECTIONS

HARMAN DEVELOPMENT, LLC

619 HARMAN WAY SOUTH ORTING, WA

Project: BELFAIR ESTATES STORM POND - PLAN & SECTIONS

Client: HARMAN DEVELOPMENT, LLC

Designed: DPS

Drawn: RWG

Checked: DPS

Scale: 1" = 20'

Date: 06.21.21

Job No.: 19070

Sheet No.: **C9**

9 of 22 Sheets

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____

CITY ENGINEER _____ DATE _____

FIRE CHIEF _____ DATE _____

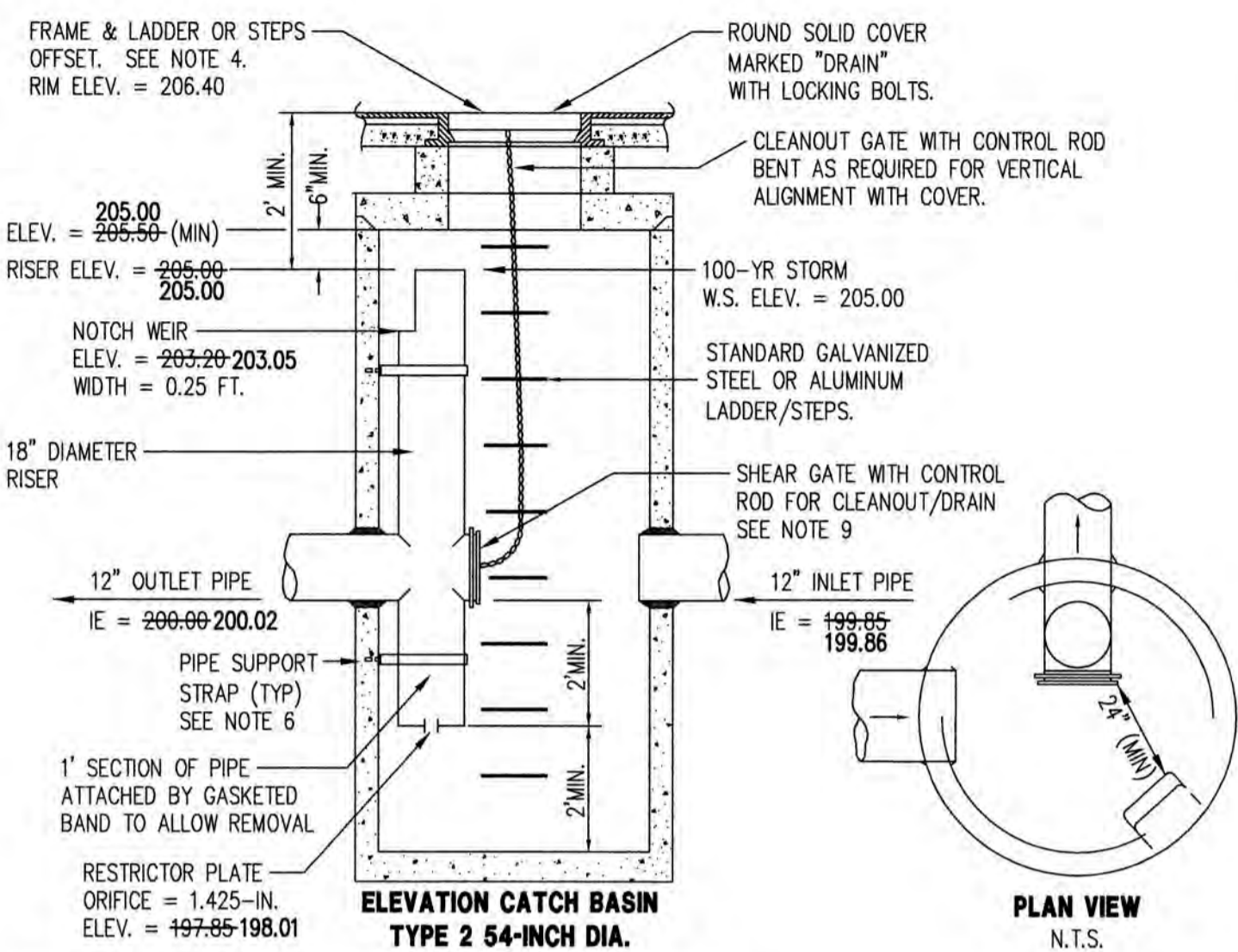
CALL 48 HOURS BEFORE YOU DIG DIAL 811

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BELFAIR ESTATES

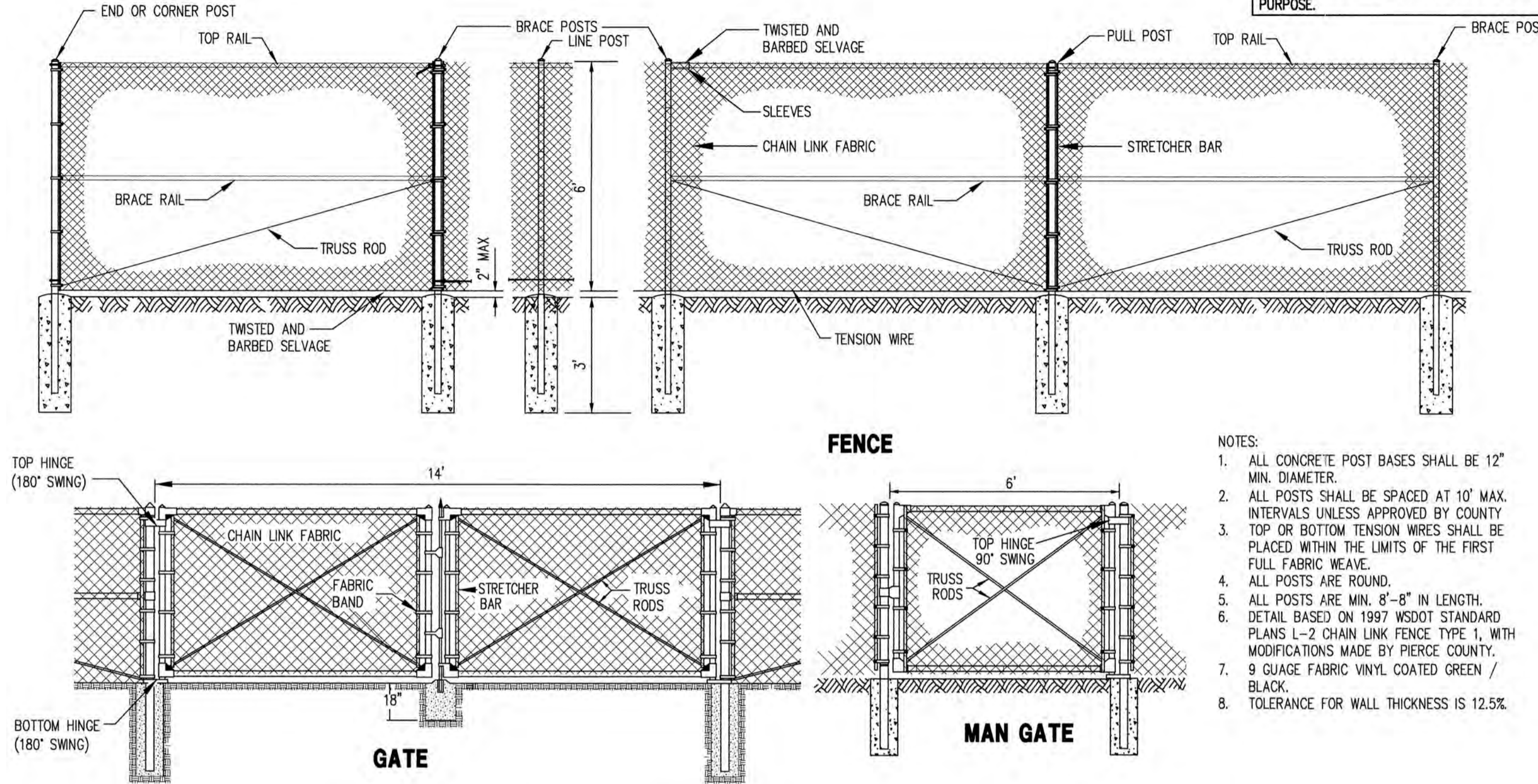
A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

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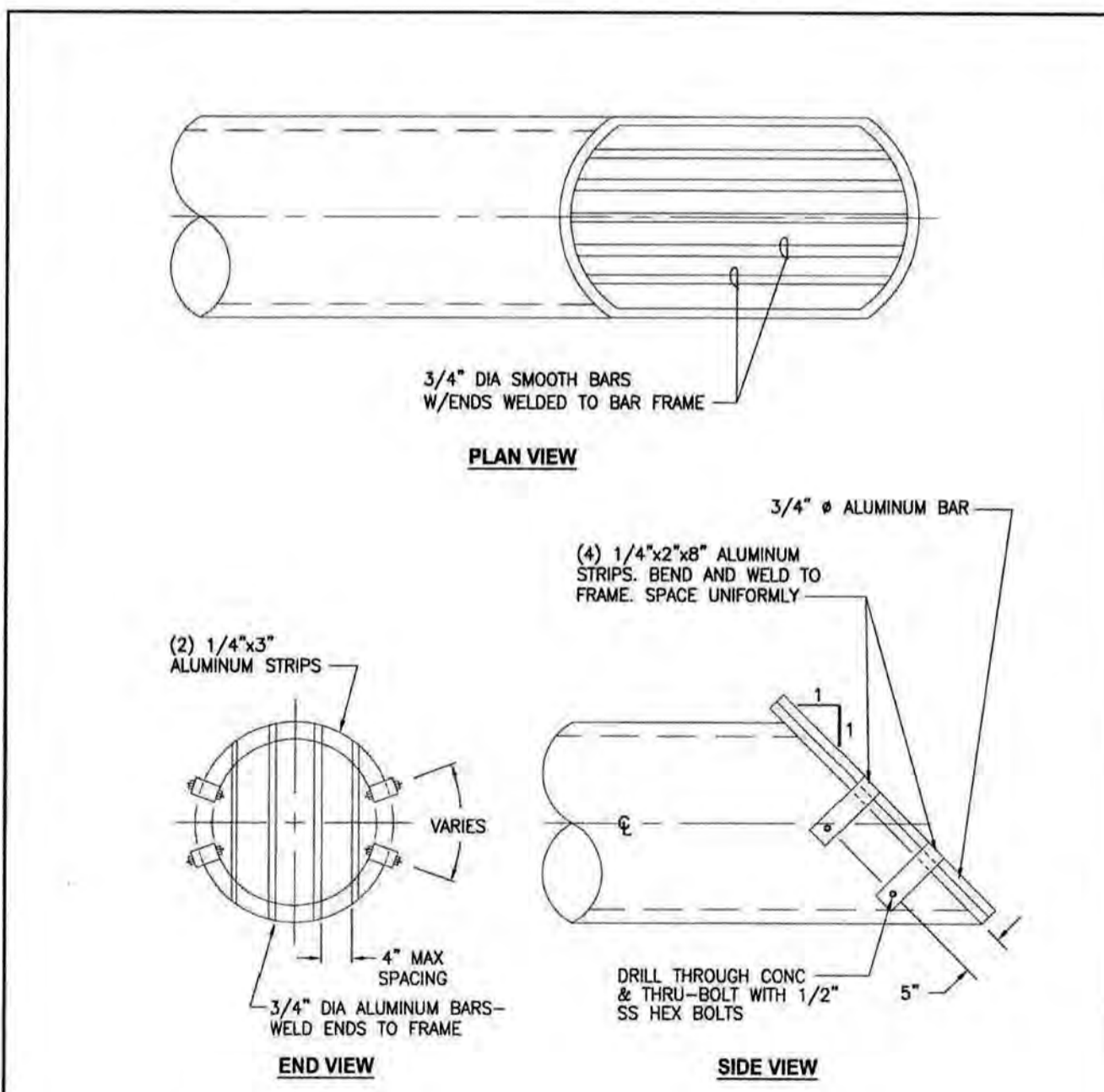
1 CB#17 TYPE 2, 54" CONTROL STRUCTURE
N.T.S.

- NOTES**
- USE A MINIMUM OF A 54" DIAMETER TYPE 2 CATCH BASIN.
 - OUTLET CAPACITY: 100-YEAR DEVELOPED PEAK FLOW.
 - METAL PARTS: CORROSION RESISTANT. NON-GALVANIZED PARTS PREFERRED. GALVANIZED PIPE PARTS TO HAVE ASPHALT TREATMENT.
 - FRAME AND LADDER OR STEPS OFFSET SO:
 - CLEANOUT GATE IS VISIBLE FROM TOP.
 - CLIMB-DOWN SPACE IS CLEAR OF RISER AND CLEANOUT GATE.
 - FRAME IS CLEAR OF CURB.
 - IF METAL OUTLET PIPE CONNECTS TO CEMENT CONCRETE PIPE: OUTLET PIPE TO HAVE SMOOTH O.D. EQUAL TO CONCRETE PIPE I.D. LESS 1/4".
 - PROVIDE AT LEAST ONE 3" x .090 INCHES SUPPORT BRACKET ANCHORED TO CONCRETE WALL. (MAXIMUM 3'-0" VERTICAL SPACING)
 - LOCATE ELBOW RESTRICTOR(S) AS NECESSARY TO PROVIDE MINIMUM CLEARANCE AS SHOWN.
 - LOCATE ADDITIONAL LADDER RUNGS IN STRUCTURES USED AS ACCESS TO TANKS OR VAULTS TO ALLOW ACCESS WHEN CATCH BASIN IS FILLED WITH WATER.
 - CLEANOUT GATE:
 - SHEAR GATE, IRON BODY BRONZE MTD. OLYMPIC FTY. STD. OR,
 - LIFT GATE, NO. C/C/1-LG, CASCADE CULVERT INC., OR
 - OTHER DEVICE APPROVED BY ENGINEER.



BRACE RAIL & TOP RAIL			END, CORNER, & PULL POST			LINE & BRACE POST			GATE POST		
I.D. PIPE (INCHES)	WEIGHT PER FOOT (LBS)	WALL THICKNESS (IN)	I.D. PIPE (INCHES)	WEIGHT PER FOOT (LBS)	WALL THICKNESS (IN)	I.D. PIPE (INCHES)	WEIGHT PER FOOT (LBS)	WALL THICKNESS (IN)	I.D. PIPE (INCHES)	WEIGHT PER FOOT (LBS)	WALL THICKNESS (IN)
1-3/4	2.27	0.133	2-1/2	5.79	0.203	2	3.65	0.154	3-1/2	9.12	0.226

2 CHAINLINK FENCE & GATE
N.T.S.



- NOTES**
- WELD AT ALL JOINTS.
 - SHOP DRAWINGS REQUIRED.

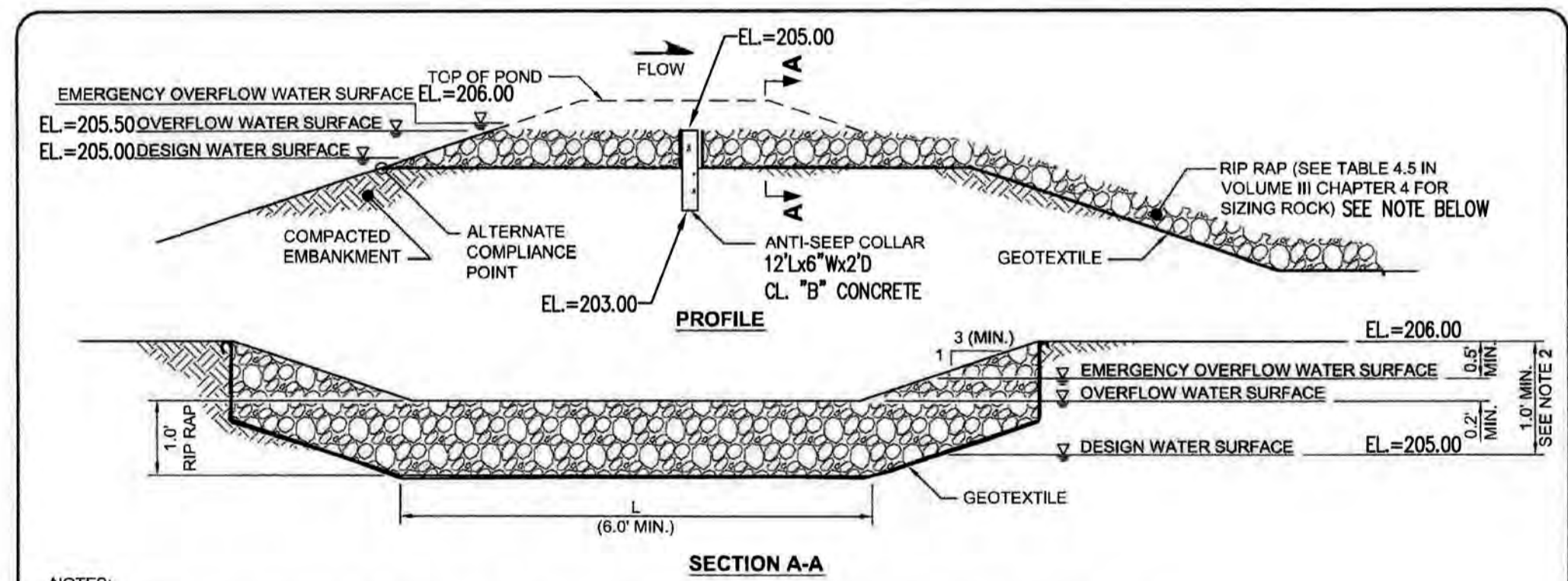
CITY OF ORTING

TRASH RACK

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. D-6

FILE NAME: STD-D-6

3 TRASH RACK
N.T.S.



- NOTES:**
- THE EMERGENCY OVERFLOW SPILLWAY SHALL BE DESIGNED TO PASS THE 100-YEAR, DESIGN STORM EVENT FOR DEVELOPED CONDITIONS SEE EQUATION AT VOLUME III CHAPTER 3. SPILLWAY SHOULD ONLY HAVE FLOW WHEN A COMPONENT OF THE CONTROL STRUCTURE HAS FAILED OR A STORM GREATER THAN THE DESIGN STORM HAS OCCURRED.
 - SPILLWAY SHALL HAVE AN ANTI-SEEP COLLAR TO HOLD OVERFLOW WATER SURFACE ELEVATION OR THE OVERFLOW WATER SURFACE ELEVATION SHALL BE BELOW THE ALTERNATE COMPLIANCE POINT. ENGINEER WILL DESIGN THE ANTI-SEEP COLLAR AND WILL DEMONSTRATE ITS EFFECTIVENESS.
 - A CONCRETE LINED SPILLWAY IS AN ACCEPTABLE ALTERNATIVE TO AN ANTI-SEEP COLLAR.

Pierce County
Public Works
Surface Water Management Division
2702 S 42nd Street, Suite 201
Tacoma, Washington 98409-7322

DATE	REVISION	APPROV	DRAWN
6/2015	2015 SWMM UPDATE	HPH	HRUTKOSKY
6/2012	2012 SWMM UPDATE	HPH	HRUTKOSKY
5/2008	PUBLISH DATE	HPH	HRUTKOSKY

HANS P. HUNGER, P.E.
C.I.P. MANAGER

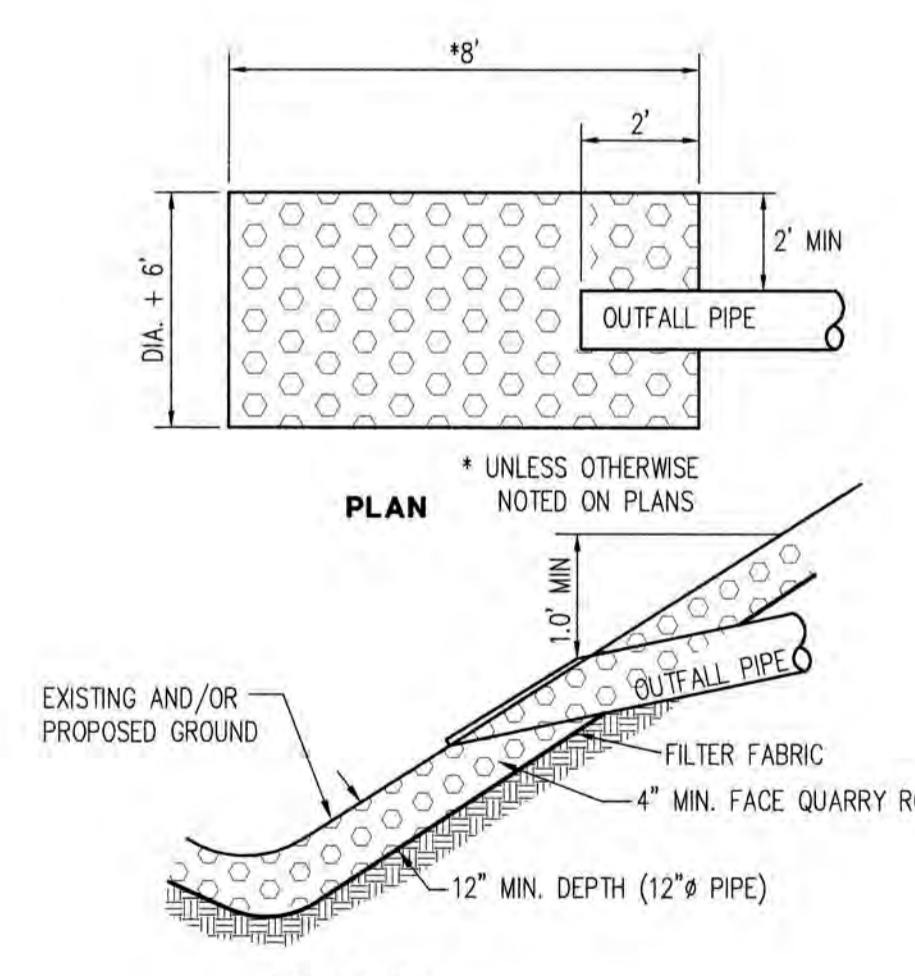
Surface Water Management Division

EMERGENCY OVERFLOW SPILLWAY
(NOT TO SCALE)
7.0

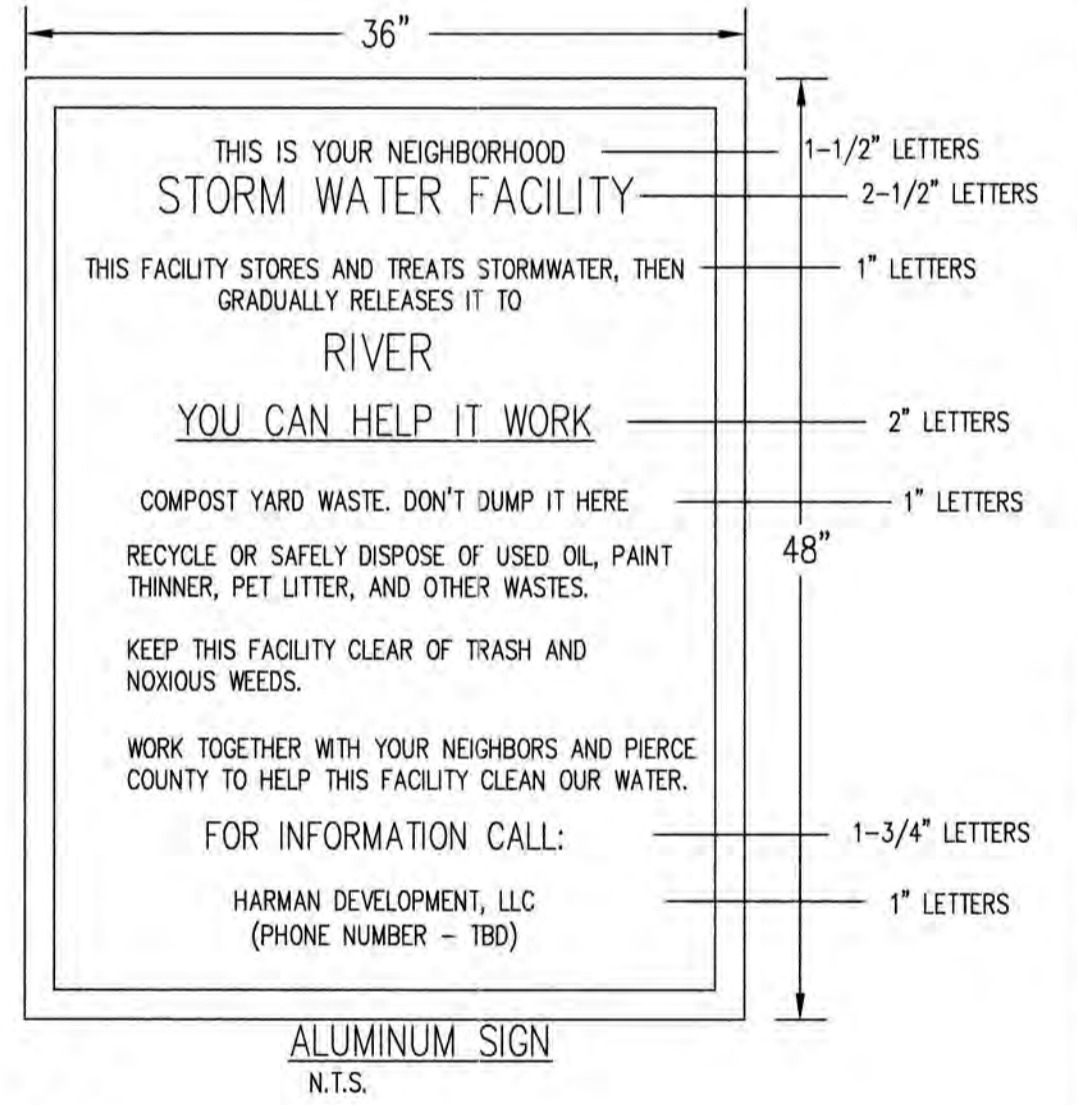
SPILLWAY OUTFALL NOTE

RIPRAP SHALL BE IN ACCORDANCE WITH SECTION 9-13.1 OF THE WSDOT/APWA STANDARD SPECIFICATIONS. RIPRAP SHALL BE A REASONABLY WELL GRADED ASSORTMENT OF ROCK WITH THE FOLLOWING GRADATION:
MAXIMUM STONE SIZE 12"
MEDIUM STONE SIZE 8"
MINIMUM STONE SIZE 2"
RIPRAP THICKNESS OF OUTFALL SHALL BE 1 FOOT.

4 EMERGENCY OVERFLOW SPILLWAY
N.T.S.



5 TYPICAL OUTFALL RIP-RAP
N.T.S.



- NOTES**
- SIGN WILL BE ALUMINUM, 1/8" THICK
 - BLUE LETTERING ON WHITE BACKGROUND WITH THE PIERCE COUNTY LOGO
 - FONT STYLE WILL BE "SEAGULL MD BT"
 - INSTALL SIGN ON NORTH POND ACCESS GATE FACING NORTH

6 POND SIGN
N.T.S.

CITY OF ORTING

APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____

CITY ENGINEER _____ DATE _____

FIRE CHIEF _____ DATE _____

Scale: AS NOTED
Date: 06.21.21
Job No.: 19070

Sheet No.: **C10**

10 of 22 Sheets

CALL 48 HOURS BEFORE YOU DIG DIAL 811

Project: BELFAIR ESTATES STORM POND - DETAILS

Client: HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

Designed: DPS
Drawn: RWG
Checked: DPS

Scale: AS NOTED
Date: 06.21.21
Job No.: 19070

Sheet No.: **C10**

10 of 22 Sheets

Revision: No. _____ Date: _____

PER CITY COMMENTS PAS 06.24.20

PER CITY COMMENTS PAS 06.21.20

Daniel Paul Smith
Professional Engineer
6-21-21

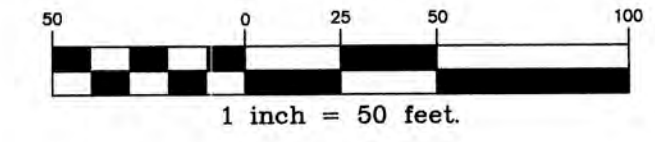
C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
429 29th Street, Suite D
Puyallup, WA 98072
Bus: (253) 848-4282
ceservices@cesnwinc.com

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

ASBUILT RECORD NOTE

THE SHOWN HORIZONTAL AND VERTICAL LOCATIONS OF THE STORM DRAINAGE AND ROAD SYSTEMS WAS FIELD SURVEYED BY ME OR UNDER MY DIRECTION. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.



No.	Revision:	Date:
1	PER CITY COMMENTS	06.24.20
2	PER CITY COMMENTS	05.21.20



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
429 29TH STREET, SUITE D
POVALLUP, WA 98372
Bus: (253) 848-4282
cesurvey@cesnwinc.com

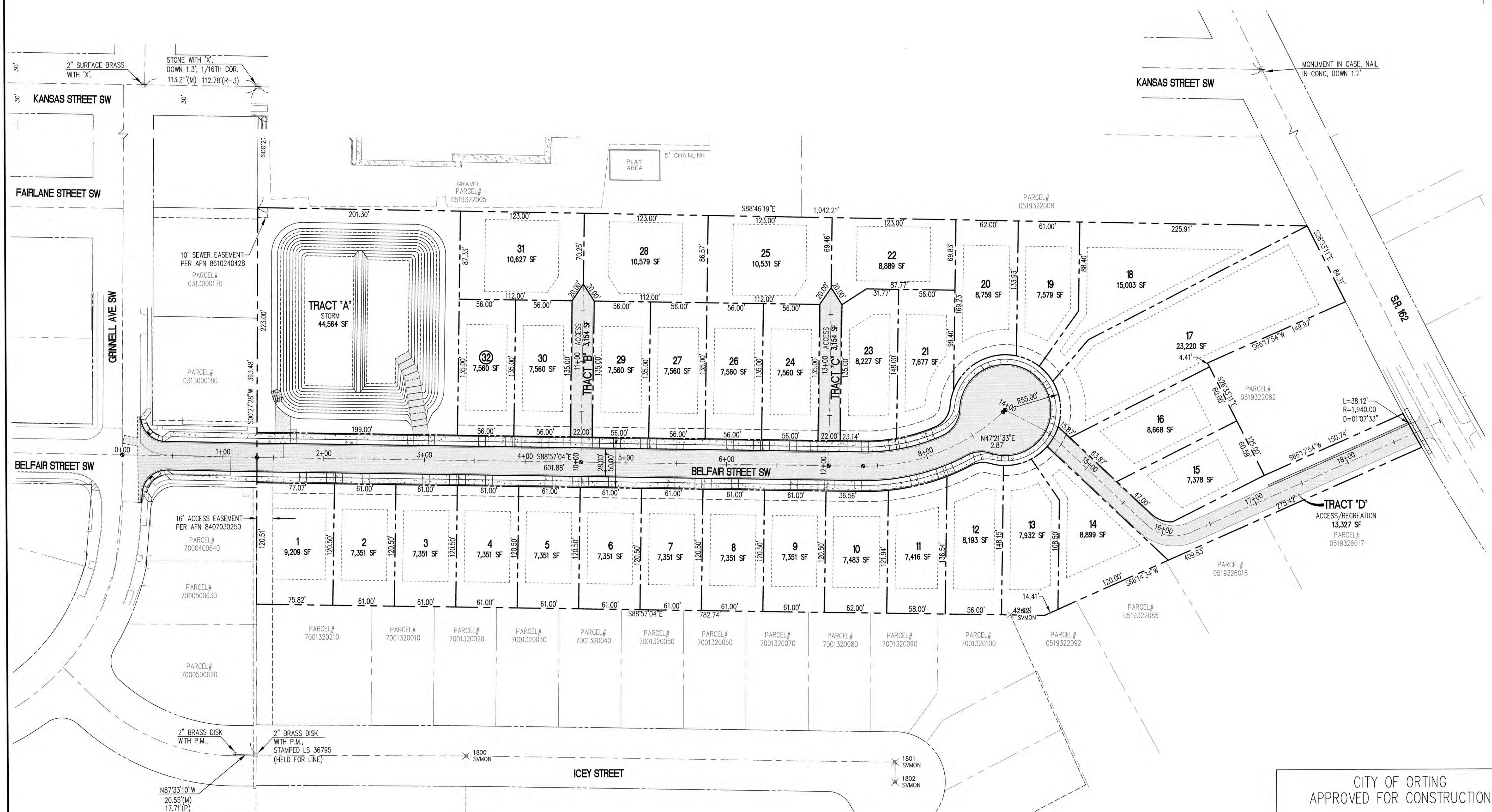
**BELFAIR ESTATES
SITE DIMENSIONING PLAN**

Project: BELFAIR ESTATES
Client: HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH, ORTING, WA

Designed: DPS
Drawn: RWG
Checked: DPB

Scale: 1" = 50'
Date: 06.21.21
Job No.: 19070

Sheet No.: **C11**
11 of 22 Sheets



**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

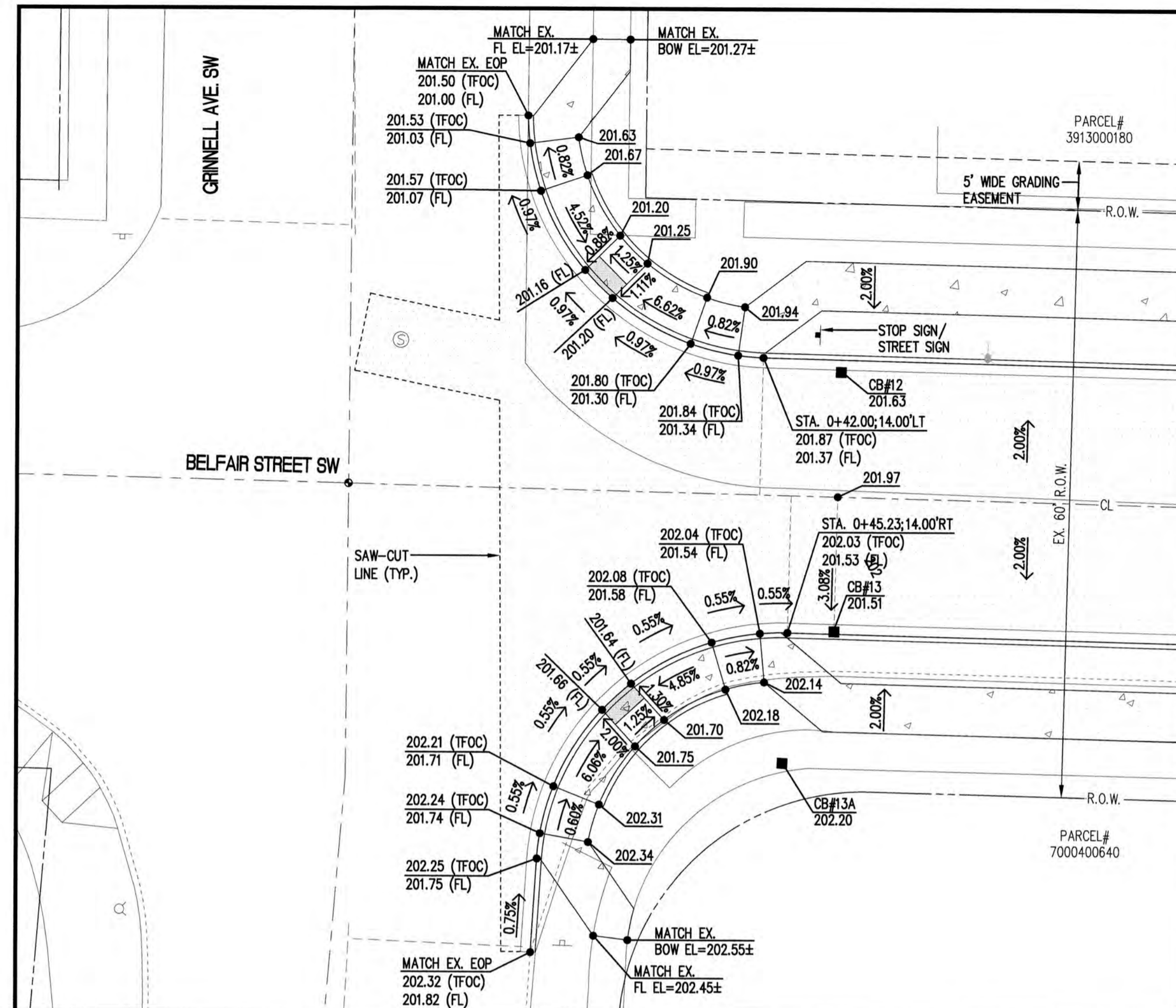
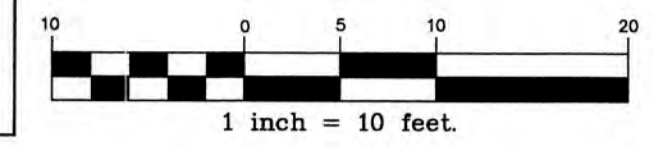
OVR's review limited to providing input on operational issues only.
OVR has not reviewed the plans for Code compliance.

BELFAIR ESTATES

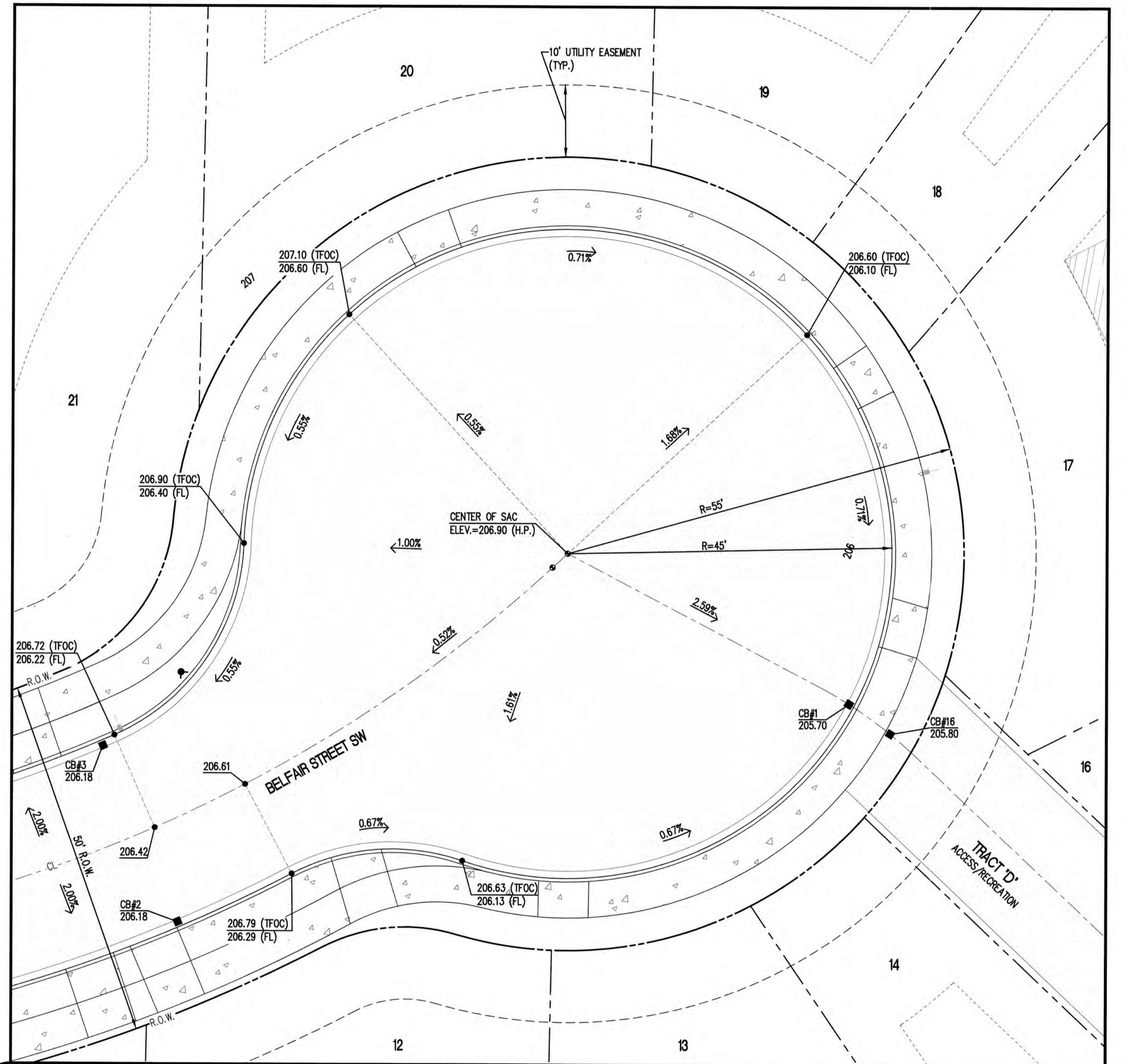
A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

ASBUILT RECORD NOTE

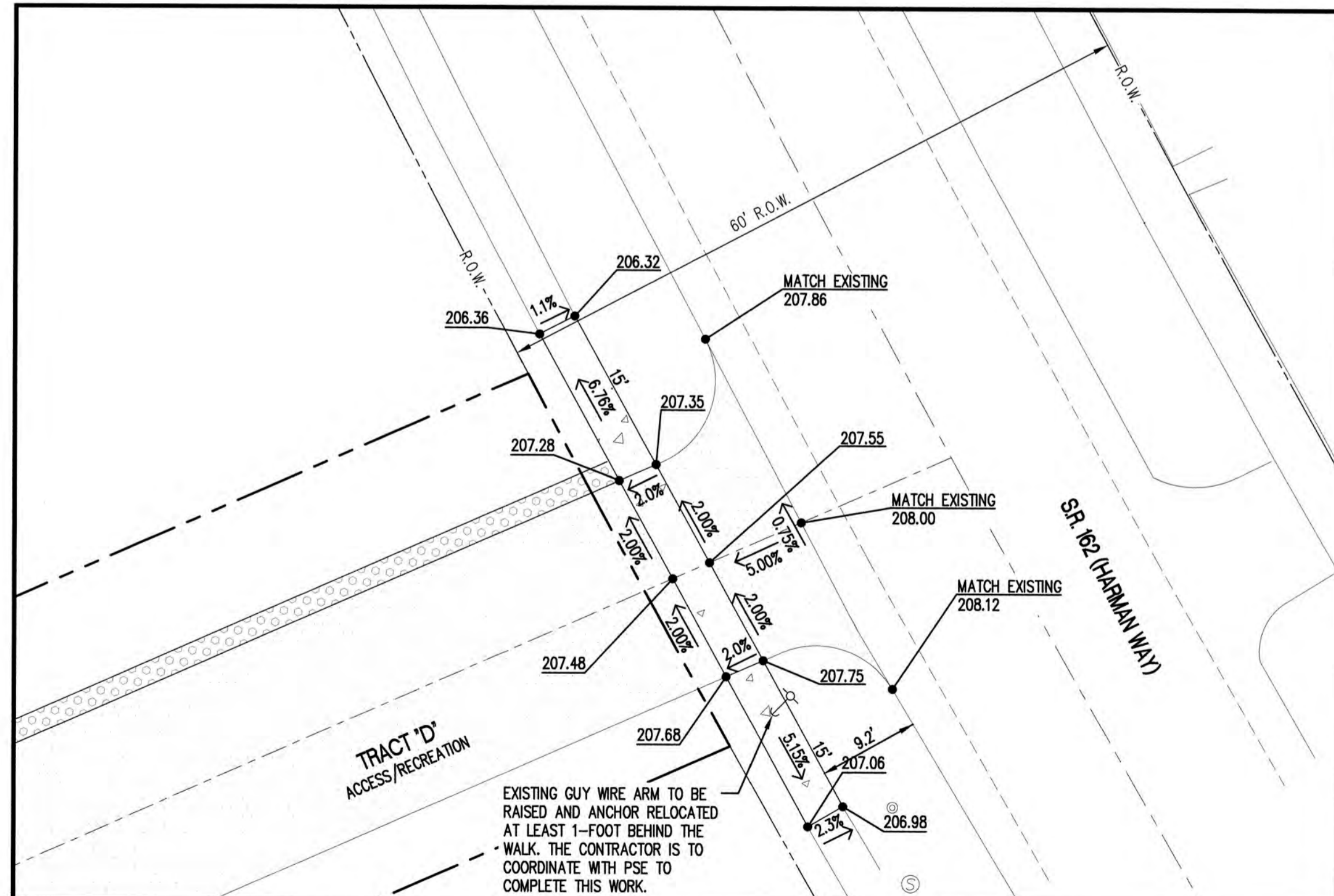
THE SHOWN HORIZONTAL AND VERTICAL LOCATIONS OF THE STORM DRAINAGE AND ROAD SYSTEMS WAS FIELD SURVEYED BY ME OR UNDER MY DIRECTION. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.



**BELFAIR STREET SW
AND GRINNELL AVENUE SW**
SCALE: 1" = 10'



**BELFAIR STREET SW
AND TRACT 'D'**
SCALE: 1" = 20'



**TRACT 'D'
AND S.R. 162 (HARMAON WAY)**
SCALE: 1" = 10'

EXISTING GUY WIRE ARM TO BE RAISED AND ANCHOR RELOCATED AT LEAST 1-FOOT BEHIND THE WALK. THE CONTRACTOR IS TO COORDINATE WITH PSE TO COMPLETE THIS WORK.

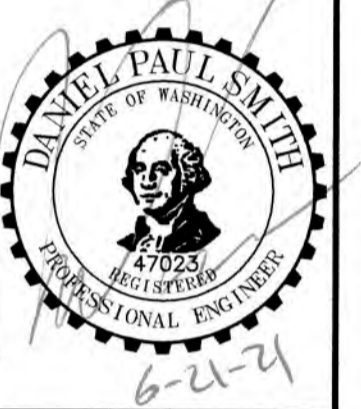
**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR	DATE
CITY ENGINEER	DATE
FIRE CHIEF	DATE

OVFR's review limited to providing input on operational issues only. OVFR has not reviewed the plans for Code compliance.

Project:	REVISOR	DATE
1. REVISED SHARED ACCESS FOR POWER POLE	DPS	01.27.21
2. PER CITY COMMENTS	PAS	06.24.20
3. PER CITY COMMENTS	PAS	05.21.20
No.	Revision:	Date:



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
Rust: (253) 848-4282
ceser@cesanw.com
ceser@cesanw.com

**BELFAIR ESTATES
INTERSECTION DETAILS**
HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

Designed: DPS
Drawn: RWG
Checked: DPS
Scale: 1" = 10'
Date: 06.21.21
Job No.: 19070

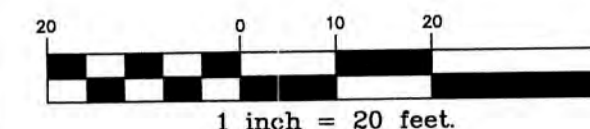
Sheet No.:
C12
12 of 22 Sheets

BELFAIR ESTATES

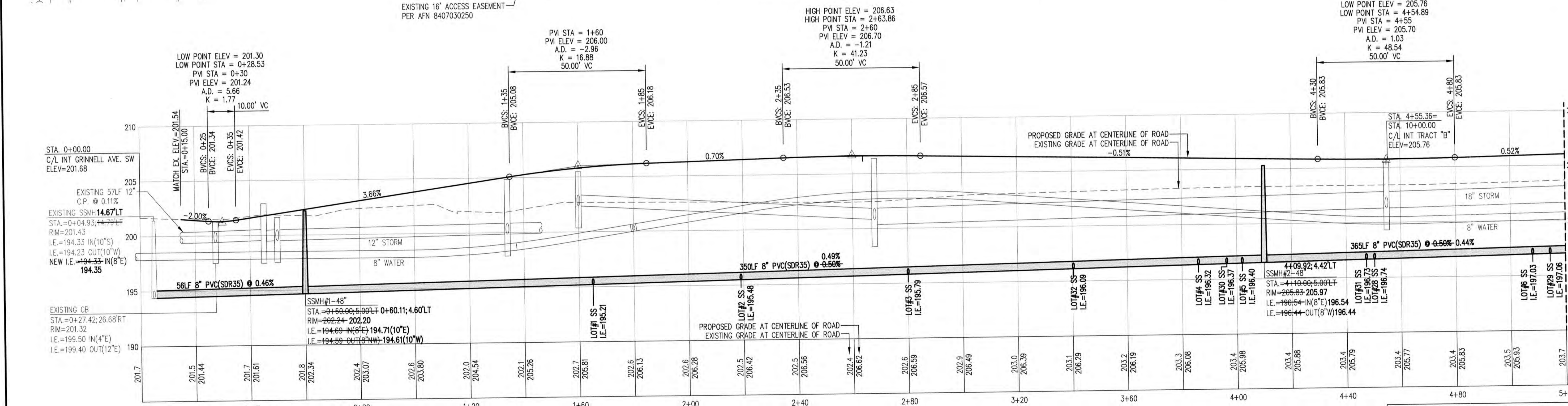
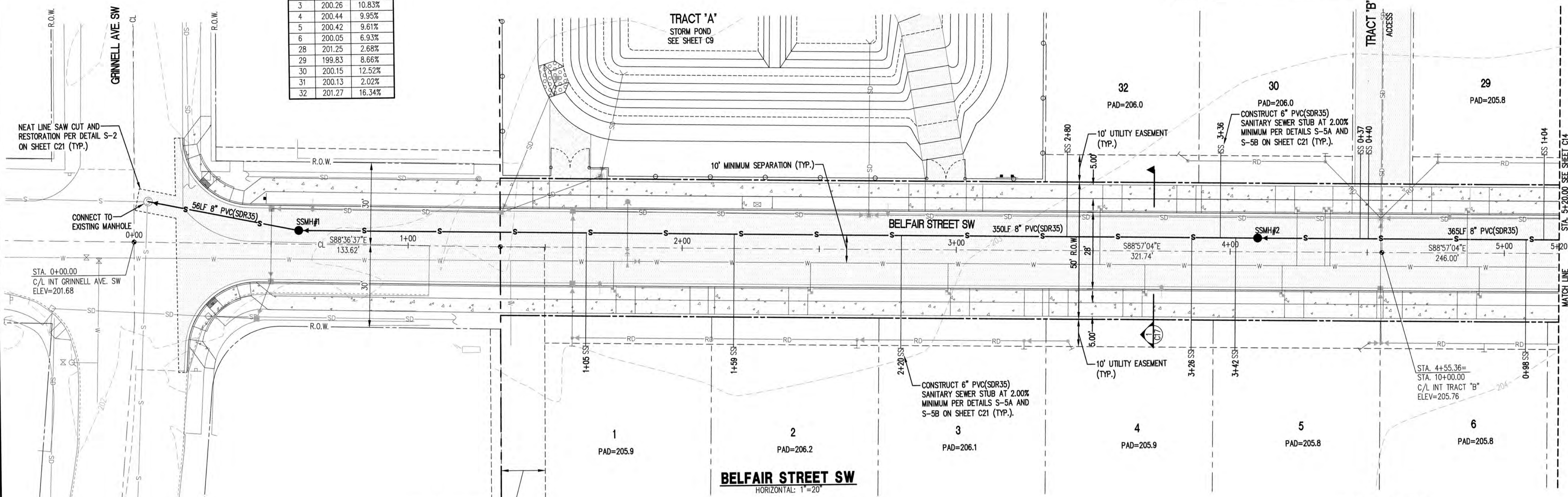
A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

ASBUILT RECORD NOTE

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LOT#	INVERT	SLOPE
1	199.94	11.28%
2	200.36	11.55%
3	200.26	10.83%
4	200.44	9.95%
5	200.42	9.61%
6	200.05	6.93%
28	201.25	2.68%
29	199.83	8.66%
30	200.15	12.52%
31	200.13	2.02%
32	201.27	16.34%



BELFAIR STREET SW
HORIZONTAL: 1"=20'
VERTICAL: 1"=5'

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CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

06.24.20	PAS	Int.	Date:
06.21.20	PAS	Int.	Date:



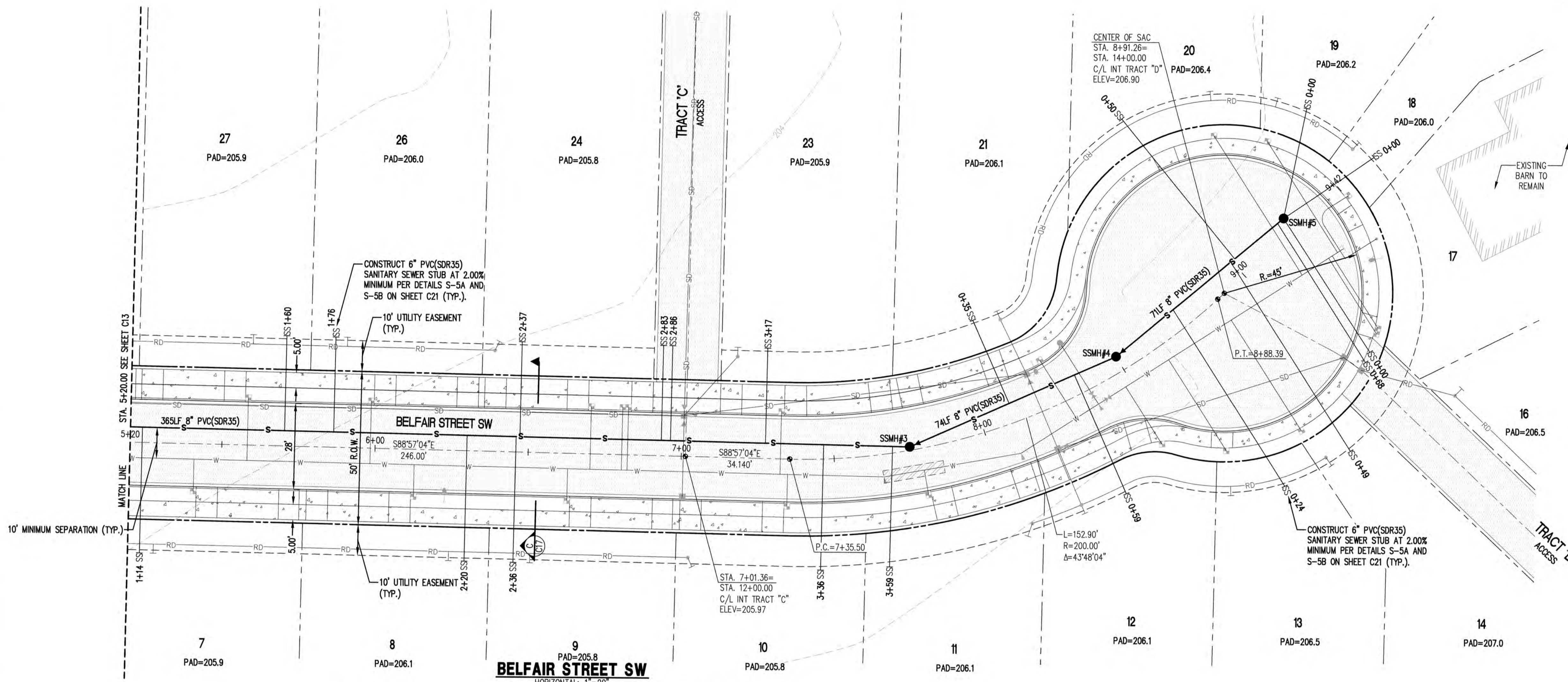
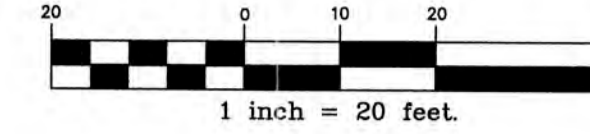
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CIVIL ENGINEERING & SURVEYING
Bus: (253) 848-4282
ceservices@cesnwinc.com
429 29th STREET, SUITE D
PUYALLUP, WA 98372

BELFAIR ESTATES
SANITARY SEWER - STA. 0+00 TO STA. 5+20
BELFAIR STREET SW - PLAN & PROFILE
HARMAN DEVELOPMENT, LLC
Client: 619 HARMAN WAY SOUTH ORTING, WA

Project: _____
Designed: DPS
Drawn: RWG
Checked: DPS
Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070
Sheet No.: **C13**
13 of 22 Sheets

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

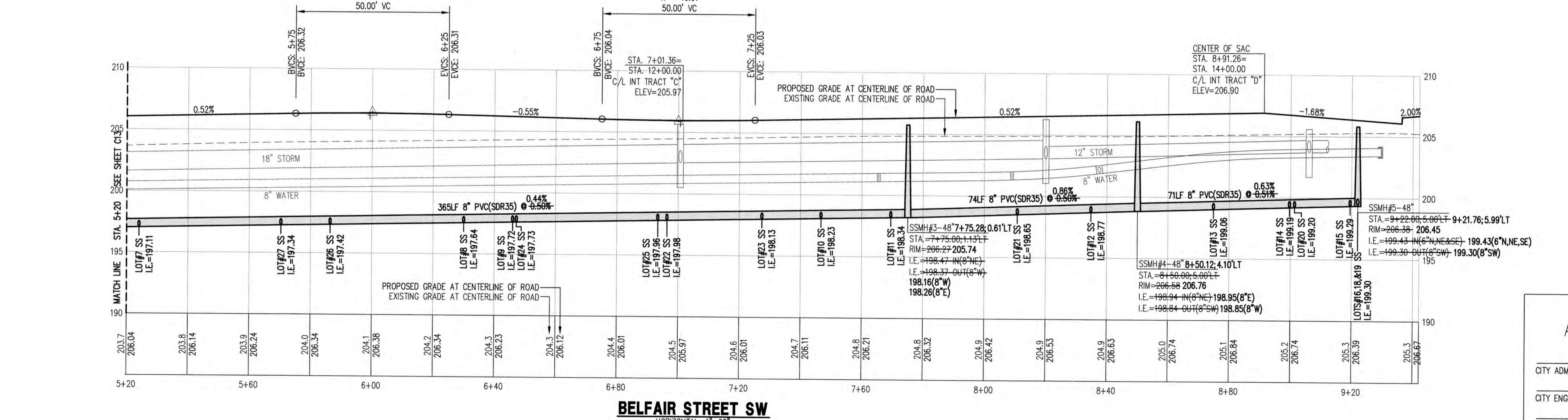


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LOT#	INVERT	SLOPE
7	200.08	7.03%
8	200.46	6.64%
9	199.57	4.38%
10	200.34	5.15%
11	200.72	5.84%
12	199.90	2.60%
13	200.91	2.73%
14	200.69	2.06%
15	202.70	2.08%
16	201.10	2.02%
17	N/A	N/A
18	200.25	2.24%
19	200.62	3.17%
20	201.51	3.87%
21	200.88	7.24%
22	201.45	2.08%
23	199.95	5.52%
24	200.57	8.91%
25	201.40	2.06%
26	200.12	9.19%
27	200.14	8.74%

HIGH POINT ELEV = 206.38
HIGH POINT STA = 5+99.23
PVI STA = 6+00
PVI ELEV = 206.45
A.D. = -1.07
K = 46.85
50.00' VC

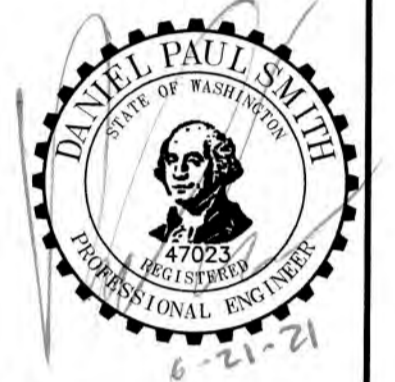
LOW POINT ELEV = 205.97
LOW POINT STA = 7+00.64
PVI STA = 7+00
PVI ELEV = 205.90
A.D. = 1.07
K = 46.61
50.00' VC



CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
409 29TH STREET, SUITE D
PUYALLUP, WA 98372
cesnw@cesnwinc.com

Project: **BELFAIR ESTATES**
SANITARY SEWER - STA. 5+20 TO 9+42
BELFAIR STREET SW - PLAN & PROFILE
Client: **HARMAN DEVELOPMENT, LLC**
619 HARMAN WAY SOUTH-ORTING, WA

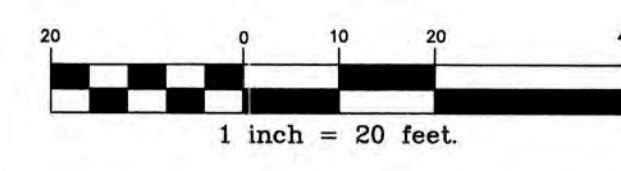
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Drawn: RWC
Checked: DPS
Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070
Sheet No.: **C14**
14 of 22 Sheets

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

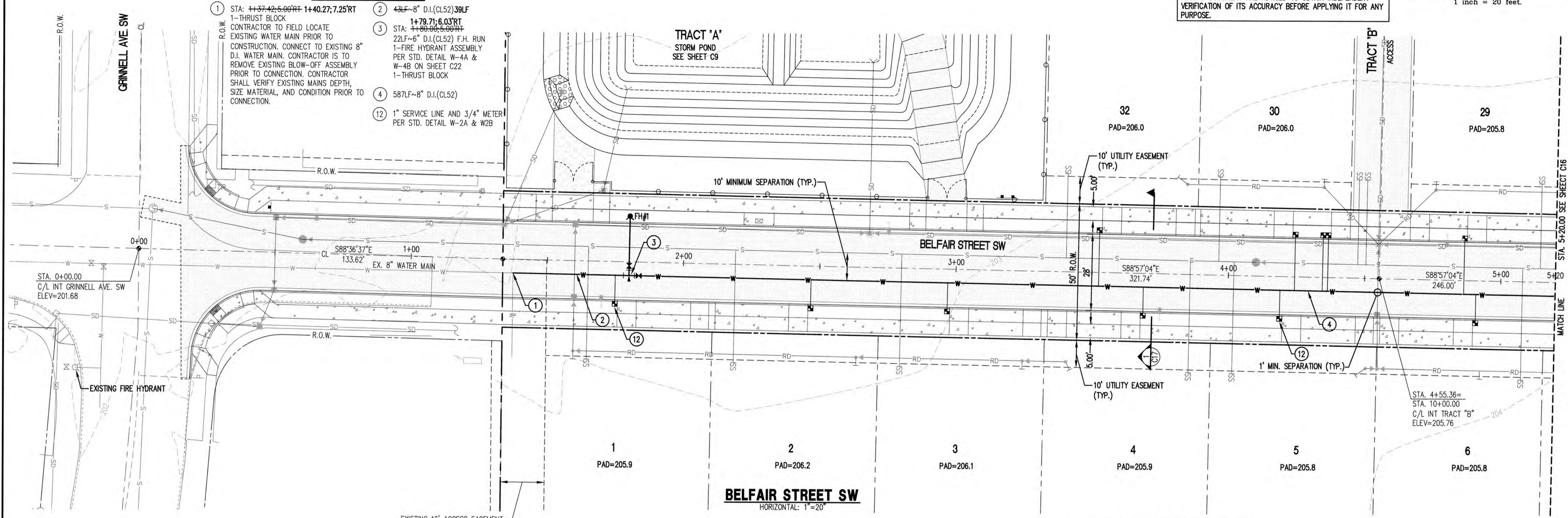
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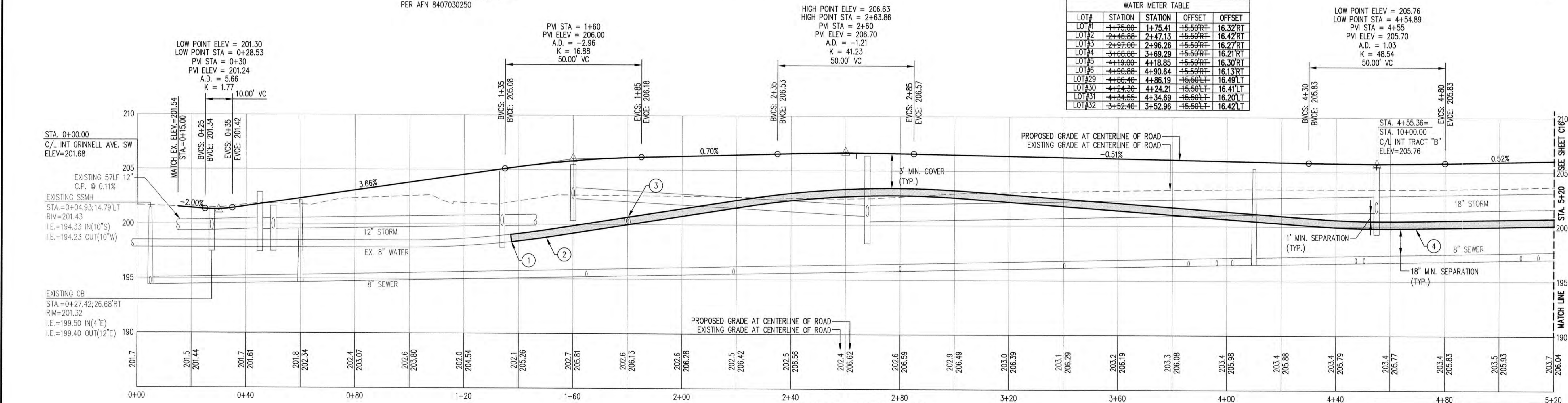


WATER KEY NOTES

- 1 STA: $+137.425.00$ RT $+140.27; 7.25$ RT
1-THRUST BLOCK
CONTRACTOR TO FIELD LOCATE EXISTING WATER MAIN PRIOR TO CONSTRUCTION. CONNECT TO EXISTING 8" D.I. WATER MAIN. CONTRACTOR IS TO REMOVE EXISTING BLOW-OFF ASSEMBLY PRIOR TO CONNECTION. CONTRACTOR SHALL VERIFY EXISTING MAINS DEPTH, SIZE MATERIAL, AND CONDITION PRIOR TO CONNECTION.
- 2 $43L\sim 8"$ D.I.(CL52) 39LF
 $1+79.71; 6.03$ RT
22LF $\sim 6"$ D.I.(CL52) F.H. RUN
1-FIRE HYDRANT ASSEMBLY PER STD. DETAIL W-4A & W-4B ON SHEET C22
1-THRUST BLOCK
- 3 STA: $+189.00; 5.00$ RT
22LF $\sim 6"$ D.I.(CL52) F.H. RUN
1-FIRE HYDRANT ASSEMBLY PER STD. DETAIL W-4A & W-4B ON SHEET C22
1-THRUST BLOCK
- 4 $587L\sim 8"$ D.I.(CL52)
- 12 1" SERVICE LINE AND 3/4" METER PER STD. DETAIL W-2A & W2B



LOT#	STATION	STATION	OFFSET	OFFSET
LOT#1	1+75.00	1+75.41	15.50'RT	16.32'RT
LOT#2	2+46.50	2+47.13	15.50'RT	16.42'RT
LOT#3	2+57.50	2+58.26	15.50'RT	16.27'RT
LOT#4	3+68.50	3+69.29	15.50'RT	16.21'RT
LOT#5	4+19.50	4+18.85	15.50'RT	16.30'RT
LOT#6	4+29.50	4+30.64	15.50'RT	16.13'RT
LOT#29	4+36.40	4+36.19	15.50'LT	16.49'LT
LOT#30	4+24.20	4+24.21	15.50'LT	16.41'LT
LOT#31	4+34.55	4+34.69	15.50'LT	16.20'LT
LOT#32	3+52.40	3+52.96	15.50'LT	16.42'LT



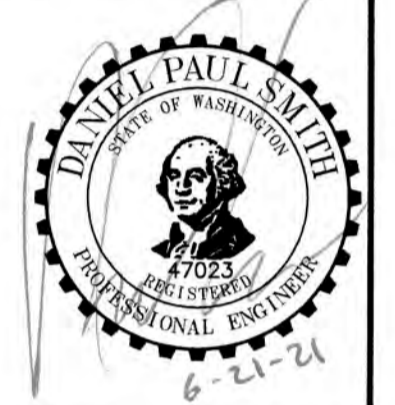
BELFAIR STREET SW
HORIZONTAL: 1"=20'
VERTICAL: 1"=5'

CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

No.	Revision:	Date:
1	PER CITY COMMENTS	06.24.20
2	PER CITY COMMENTS	05.21.20



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
408 20TH STREET SUITE D
RYDALUP, WA 98072
ceser@cesnwinc.com

BELFAIR ESTATES
WATER - STA. 0+00 TO STA. 5+20
BELFAIR STREET SW - PLAN & PROFILE
HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

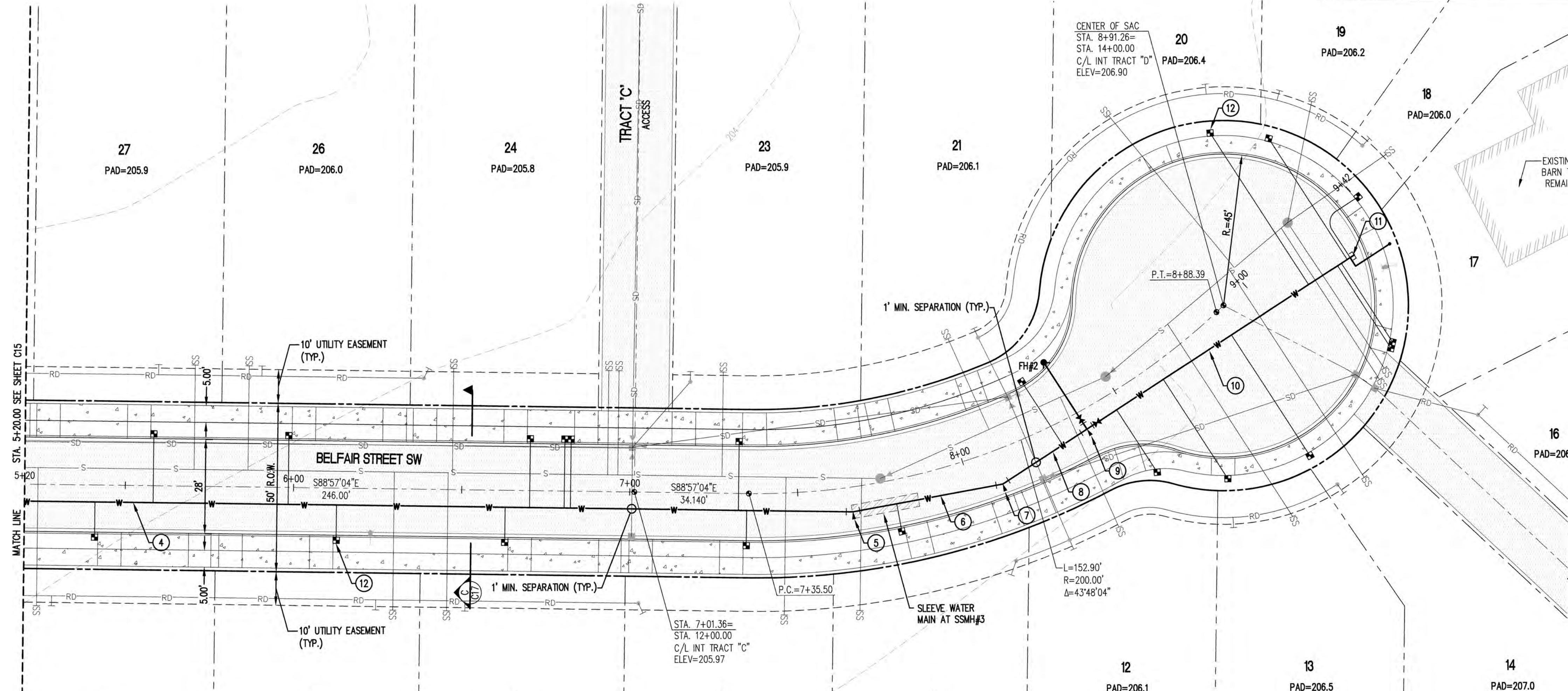
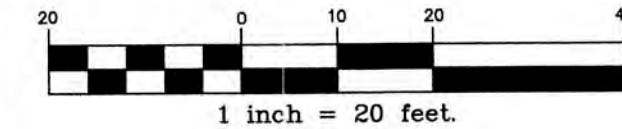
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Drawn: RWG
Checked: DPS
Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070
Sheet No.: **C15**
15 of 22 Sheets

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

ASBUILT RECORD NOTE

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WATER METER TABLE

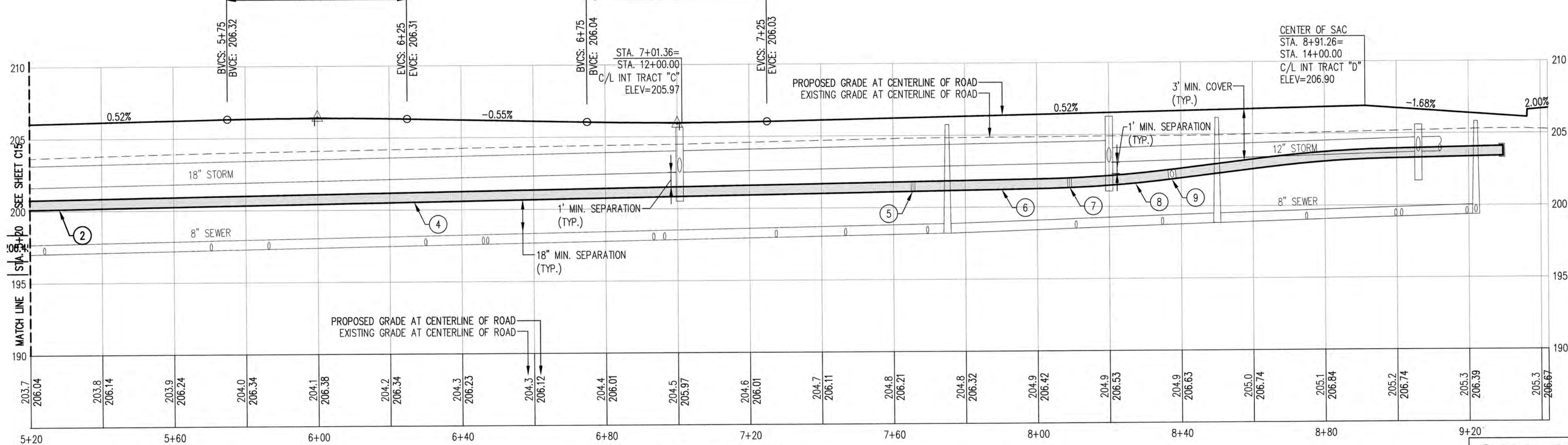
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LOT#7	5+41.00	5+40.07	-15.50 RT	16.36 RT
LOT#8	6+12.00	6+13.00	-15.50 RT	16.22 RT
LOT#9	6+63.00	6+63.34	-15.50 RT	16.12 RT
LOT#10	7+34.00	7+34.83	-15.50 RT	16.07 RT
LOT#11	7+78.15	7+78.02	-15.50 RT	16.22 RT
LOT#12	8+46.20	8+47.35	-27.50 RT	28.44 RT
LOT#13	8+62.30	8+61.46	-40.50 RT	40.68 RT
LOT#14	9+01.30	8+81.43	-50.25 RT	51.30 RT
LOT#15	9+19.14	9+20.25	-43.21 RT	43.52 RT
LOT#16	9+20.79	9+21.37	-42.10 RT	42.51 RT
LOT#17	EXISTING METER			
LOT#18	9+42.00	9+43.56	-3.62 RT	4.21 RT
LOT#19	9+35.00	9+35.55	-27.14 RT	27.86 RT
LOT#20	9+23.70	9+24.22	-40.22 RT	40.64 RT
LOT#21	8+26.20	8+26.66	-15.65 RT	16.66 RT
LOT#22	6+82.40	6+82.60	-15.50 RT	16.39 RT
LOT#23	7+32.42	7+32.73	-15.50 RT	16.35 RT
LOT#24	6+76.30	6+70.20	-15.50 RT	16.21 RT
LOT#25	6+88.50	6+80.50	-15.50 RT	16.34 RT
LOT#26	5+99.40	5+98.30	-15.50 RT	16.24 RT
LOT#27	5+58.00	5+58.40	-15.50 RT	16.18 RT

8 PAD=206.1
HIGH POINT ELEV = 206.38
HIGH POINT STA = 5+99.23
PVI STA = 6+00
PVI ELEV = 206.45
A.D. = -1.07
K = 46.85
50.00' VC

9 PAD=205.8
HORIZONTAL: 1"=20'
LOW POINT ELEV = 205.97
LOW POINT STA = 7+00.64
PVI STA = 7+00
PVI ELEV = 205.90
A.D. = 1.07
K = 46.61
50.00' VC

WATER KEY NOTES

- ④ 587LF~8" D.I.(CL52)
- ⑤ STA: 7+65.50; 7.33'RT
1-8"x11.25" BEND(MJ)
1-THRUST BLOCK
- ⑥ 45LF~8" D.I.(CL52)
- ⑦ STA: 8+09.00; 10.20'RT
1-8"x22.50" BEND(MJ)
1-THRUST BLOCK
- ⑧ 30LF~8" D.I.(CL52)
- ⑨ STA: 8+37.35; 5.67'RT
24LF~6" D.I.(CL52) F.H. RUN
1-FIRE HYDRANT ASSEMBLY
PER STD. DETAIL W-4A & W-4B
1-THRUST BLOCK
- ⑩ 92LF
94LF~8" D.I.(CL52)
- ⑪ STA: 9+28.54; 15.24'RT
9+30.00; 15.42'RT
1-8" PLUG(MJ)
1-2" BLOW-OFF ASSEMBLY
PER STD. DETAIL W-7B
1-THRUST BLOCK
- ⑫ 1" SERVICE LINE AND 3/4" METER
PER STD. DETAIL W-2A & W2B



BELFAIR STREET SW
HORIZONTAL: 1"=20'

CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

Project: BELFAIR ESTATES
WATER - STA. 5+20 TO STA. 9+42
BELFAIR STREET SW - PLAN & PROFILE

Client: HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

Designed: DPS
Drawn: RWG
Checked: DPS

Scale: 1" = 20'
Date: 06.21.21
Job No.: 19070

Sheet No.: **C16**

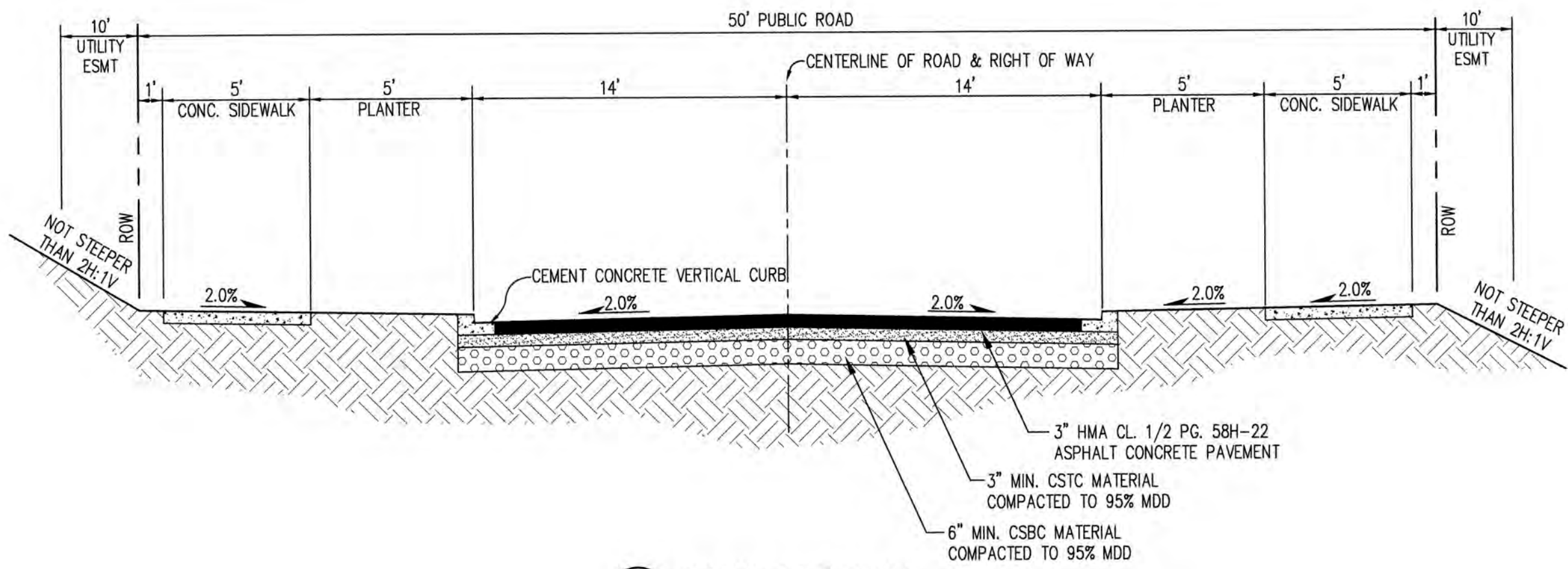
16 of 22 Sheets

Revised Keynote 9
Per City Comments
Per City Comments

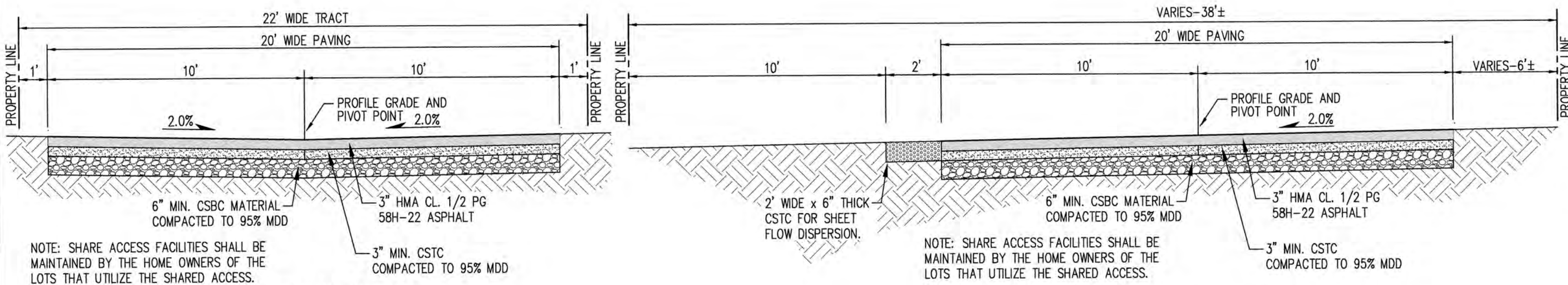
Date: _____

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
429 29TH STREET, SUITE D
PUYALLUP, WA 98372
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ceservices@cesanwinc.com

BELFAIR ESTATES
 A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
 WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

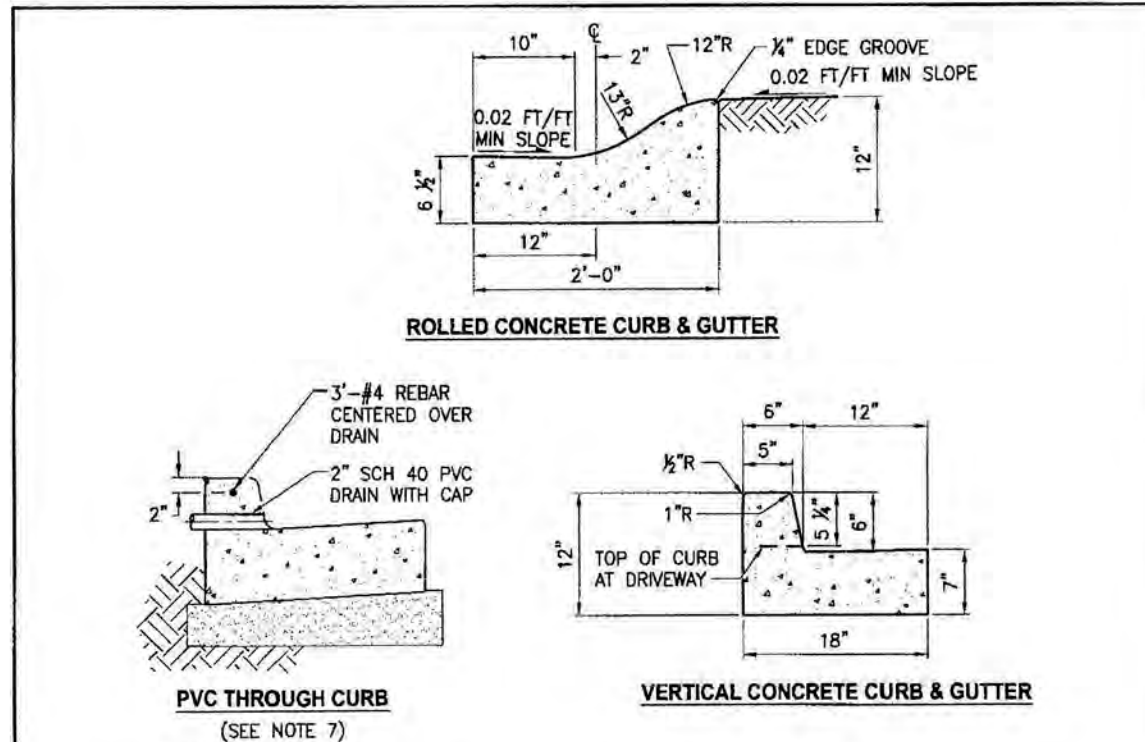


1 BELFAIR STREET SW
N.T.S.



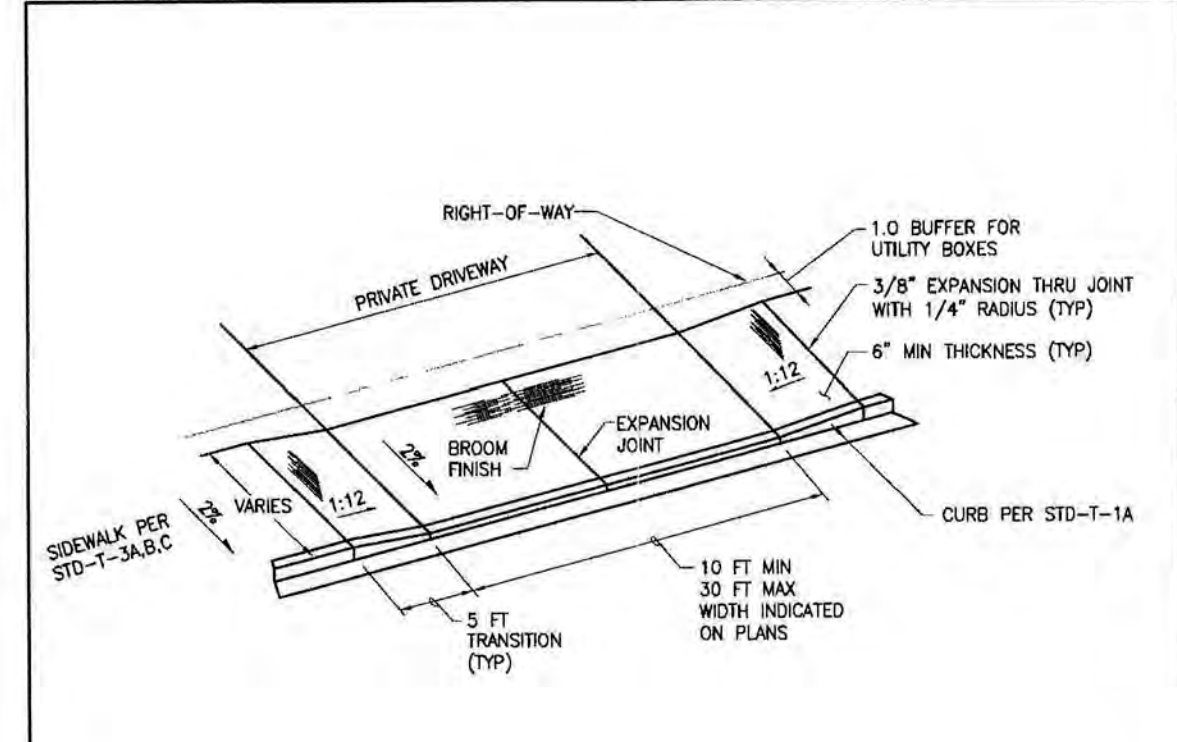
2 SHARED ACCESS ROAD
N.T.S.

3 SHARED ACCESS ROAD TRACT 'D' STA. 17+20 TO 18+80
N.T.S.



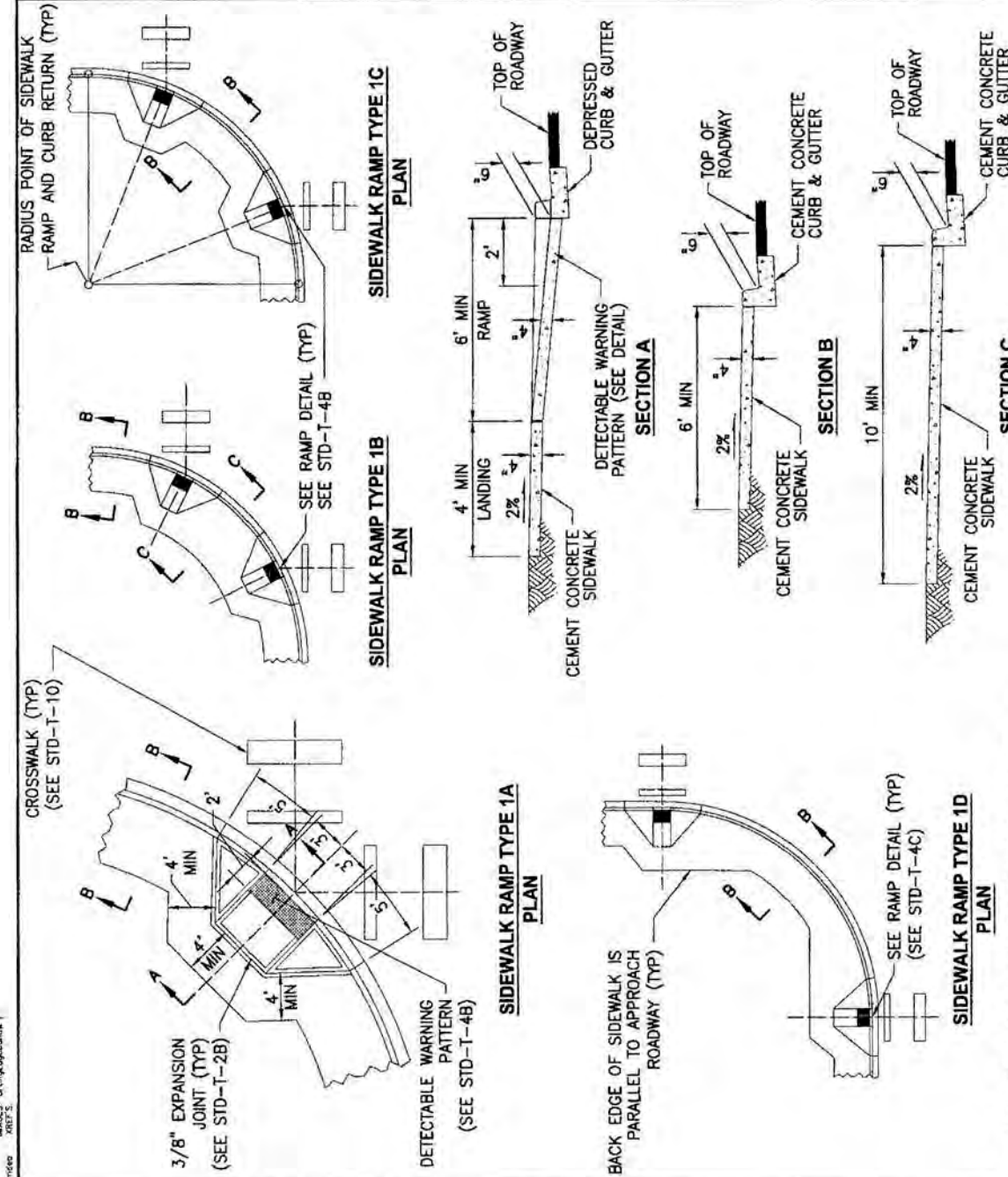
- NOTES**
- CONCRETE JOINTS SHALL BE 3/8" x 2 1/4" ASPHALT SATURATED FELT PLACED IN ALL EXPOSED SURFACES OF CURB AND GUTTER AND SPACED AT 15' MAX 10' MIN OC.
 - THRU JOINTS SHALL BE 3/4" ASPHALT SATURATED FELT PLACED AT POINTS OF TANGENCY ON CURVES, AT CATCH BASINS AND AT EDGES OF ALLEY AND DRIVEWAYS. THE MAXIMUM DISTANCE BETWEEN THRU JOINTS SHALL BE 100'.
 - CONCRETE SHALL BE CLASS 3000 (8R AIR) (COARSE AGGR OR NO 2) (FINE AGGR CL 1).
 - FORMS SHALL BE STEEL UNLESS PRIOR APPROVAL IS GIVEN BY THE CITY ENGINEER. FORMS SHALL BE SET TRUE TO LINE AND GRADE AND SECURELY STAKED PRIOR TO CONCRETE PLACEMENT. FULL DEPTH DIVISION PLATES ARE ONLY TO BE USED WHERE THRU JOINTS ARE TO BE PLACED.
 - THE 1" RADIUS ON THE UPPER FACE OF THE CURB MAY BE FORMED BY AN EDGER TOOL OR BUILT INTO THE FACE FORM. THE 1" RADIUS AT THE BOTTOM FACE OF THE CURB SHALL BE FORMED BY THE FACE FORM.
 - ROLLED CURBS AND GUTTERS SHALL ONLY BE ALLOWED AS A REPLACEMENT TO EXISTING ROLLED CURBS AND GUTTERS.
 - 2" SCHEDULE 40 PVC SHALL BE PLACED THROUGH CURB AT LOW POINTS OF PROPERTY OR LOT WHEN GRADE SLOPES DOWN TO STREET AT LOCATIONS APPROVED BY THE CITY.

CITY OF ORTING
CONCRETE CURB & GUTTER
 SCALE: NO SCALE APPROVAL DATE: DRAWING NO. T-1A
 FILE NAME: STD-T-1A

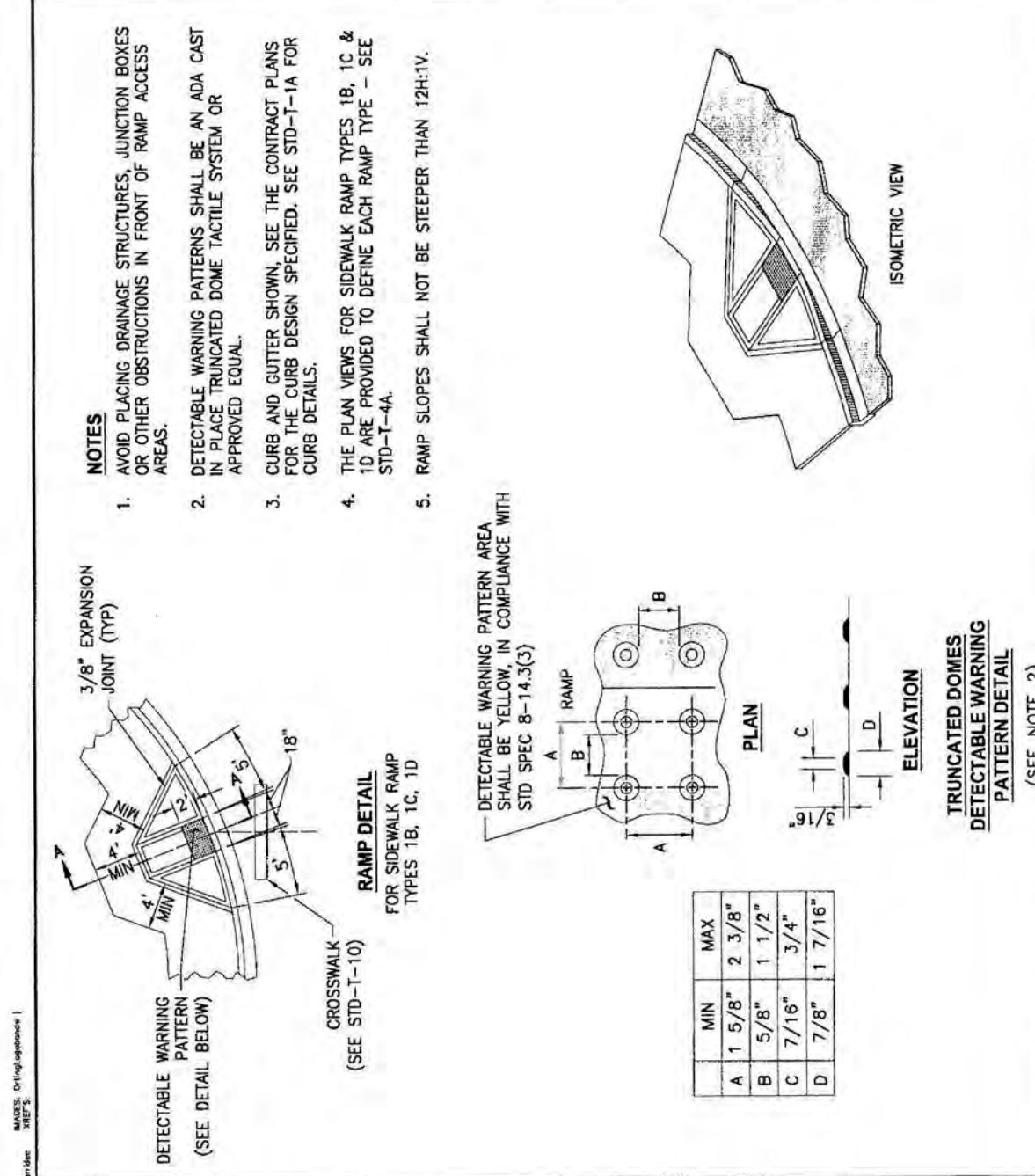


- NOTES**
- EXPANSION JOINTS SHALL BE PLACED AT 10' SPACING. ELASTOMERIC JOINT MATERIAL SHALL BE IN CONFORMANCE TO SECTION 9-04.1 (4) OF THE WSDOT STANDARD SPECIFICATIONS.
 - JOINTS SHALL BE STEEL TROWEL FOR FINISH.
 - BROOM FINISH SHALL BE PARALLEL TO ROADWAY IN DRIVEWAY ONLY (PERPENDICULAR IN SIDEWALKS).
 - APPROACHES TO EXISTING DRIVEWAYS THAT ARE IN USE BY HOME OWNERS, REQUIRE A 48 HOUR CONCRETE STRENGTH TIME LIMIT SO THAT DRIVEWAYS CAN BE PUT BACK INTO SERVICE.
 - DRIVEWAYS TO DEVELOPED LOTS SHALL NOT BE BLOCKED FOR MORE THAN 4 HOURS. CONTRACTOR SHALL PROVIDE IMMEDIATE TEMPORARY ACCESS FOR DEVELOPED LOTS WHEN SO DIRECTED BY THE ENGINEER.

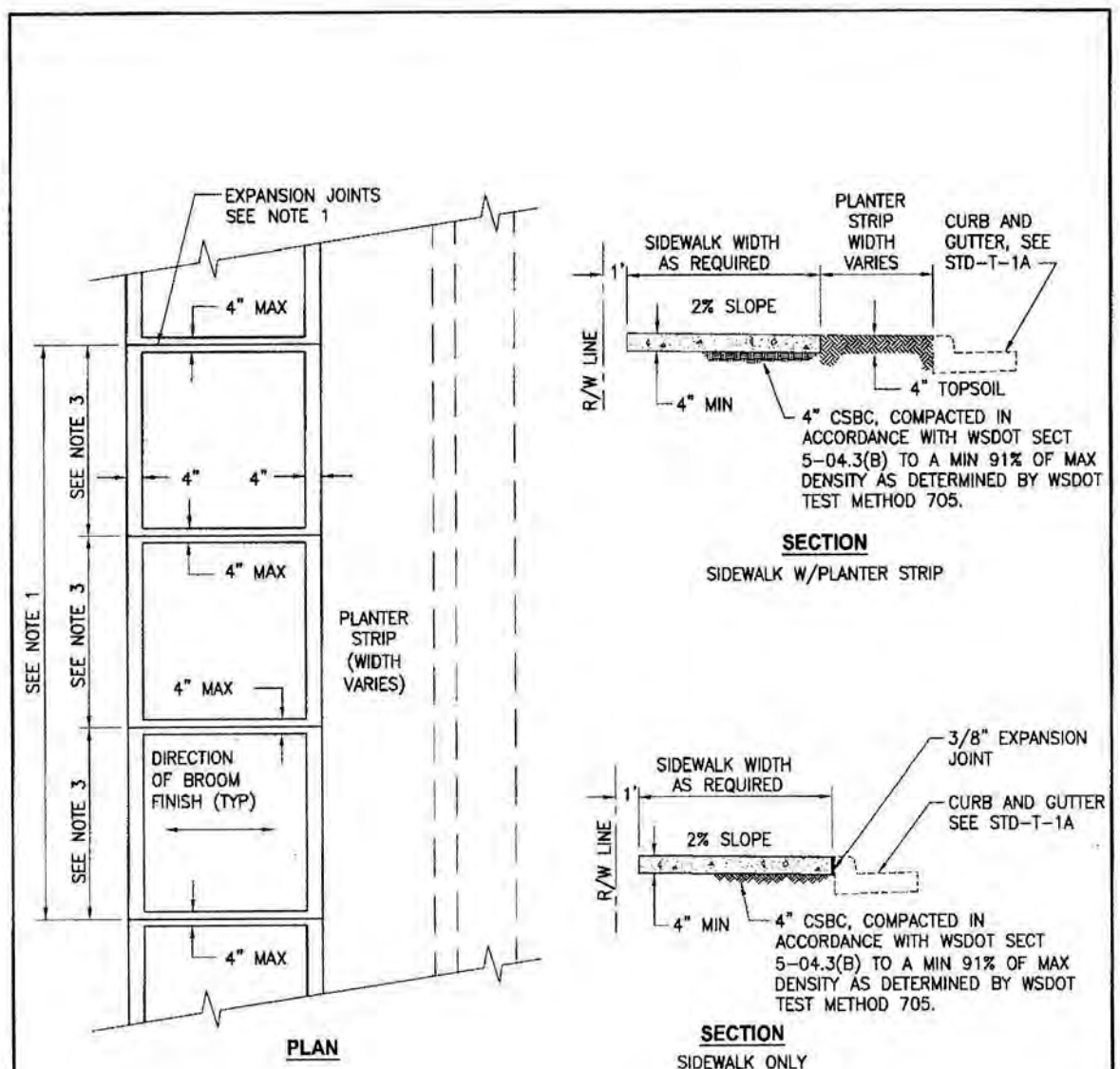
CITY OF ORTING
CEMENT CONCRETE APPROACH
 SCALE: NO SCALE APPROVAL DATE: DRAWING NO. T-2B
 FILE NAME: STD-T-2B



CITY OF ORTING
SIDEWALK RAMP PLANS & SECTIONS
 SCALE: NO SCALE APPROVAL DATE: DRAWING NO. T-4A
 FILE NAME: STD-T-4A



CITY OF ORTING
SIDEWALK RAMP DETAILS & NOTES
 SCALE: NO SCALE APPROVAL DATE: DRAWING NO. T-4B
 FILE NAME: STD-T-4B



CITY OF ORTING
SIDEWALK W/PLANTER STRIP
 SCALE: NO SCALE APPROVAL DATE: DRAWING NO. T-3A
 FILE NAME: STD-T-3A

- MINIMUM SIDEWALK WIDTHS**
- 5' SINGLE FAMILY RESIDENTIAL AREAS (DETACHED DWELLINGS)
 - 8' MEDIUM AND HIGH DENSITY MULTI-FAMILY RESIDENTIAL AREAS
 - 8' INDUSTRIAL AREAS
 - 8' COMMERCIAL AREAS, MIXED USE TOWN CENTERS (MUC)*
- *MUC PROPERTIES FRONTING SR-162 SHALL BE REQUIRED TO HAVE 10 FOOT SIDEWALKS UNLESS OTHERWISE NOTED BY PLANNING COMMISSION/CITY ENGINEER.
- NOTES**
- EXPANSION JOINTS SHALL BE 3/8" x 1/2" ELASTOMERIC JOINT MATERIAL CONFORMING TO WSDOT 9-04.1(4) PLACED AT 10' OC FOR 5' SIDEWALKS AND 15' OC FOR 8' SIDEWALKS.
 - THRU JOINTS SHALL BE 3/4" x 4" ASPHALT SATURATED FELT PLACED AT DRIVEWAYS, ALLEY RETURNS AND WHEELCHAIR RAMPS.
 - V-GROOVEMARKS SHALL BE 1/2" DEEP AND 1/4" WIDE PLACED AT 5' OC FOR 5' SIDEWALKS AND 7 1/2' OC FOR 8' AND 10' SIDEWALKS.
 - ALL JOINTS SHALL BE CLEAN AND EDGED TO A 1/2" RADIUS. JOINTS SHALL BE FLUSH WITH THE FINISHED SURFACE.
 - ALL UTILITY POLES AND STREET SIGN POSTS IN SIDEWALK AREA NOT REQUIRED TO BE RELOCATED BY THE CITY ENGINEER SHALL HAVE A SQUARE SECTION OF REINFORCED CONCRETE SURROUNDING BY 3/4" EXPANSION JOINT MATERIAL AROUND THE POLE. THE JOINT SHALL BE NO CLOSER THAN 6" TO ANY SIDE OF THE POLE.
 - FORMS SHALL BE EITHER WOOD OR STEEL AND SHALL MEET ALL REQUIREMENTS OF THESE SPECIFICATIONS.
 - CONCRETE SHALL BE CLASS 3000 PSI 5-1/2" SACK WITH 8% AIR COARSE AGGREGATE GRADING NO. 2, FINE AGGREGATE CLASS 1.

CITY OF ORTING
SIDEWALK W/PLANTER STRIP NOTES
 SCALE: NO SCALE APPROVAL DATE: DRAWING NO. T-3B
 FILE NAME: STD-T-3B

ASBULT RECORD NOTE
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CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
 APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
 CITY ENGINEER _____ DATE _____
 FIRE CHIEF _____ DATE _____

OVR's review limited to providing input on operational issues only. OVR has not reviewed the plans for Code compliance.

C.E.S. NW INC.
 CIVIL ENGINEERING & SURVEYING
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 PUYALLUP, WA 98372
 (253) 848-4282
 cesnw@cesnwnw.com

BELFAIR ESTATES
 STREET NOTES & DETAILS

Project: BELFAIR ESTATES
 Client: HARMAN DEVELOPMENT, LLC
 619 HARMAN WAY SOUTH ORTING, WA

Designed: DPS
 Drawn: RWG
 Checked: DPS

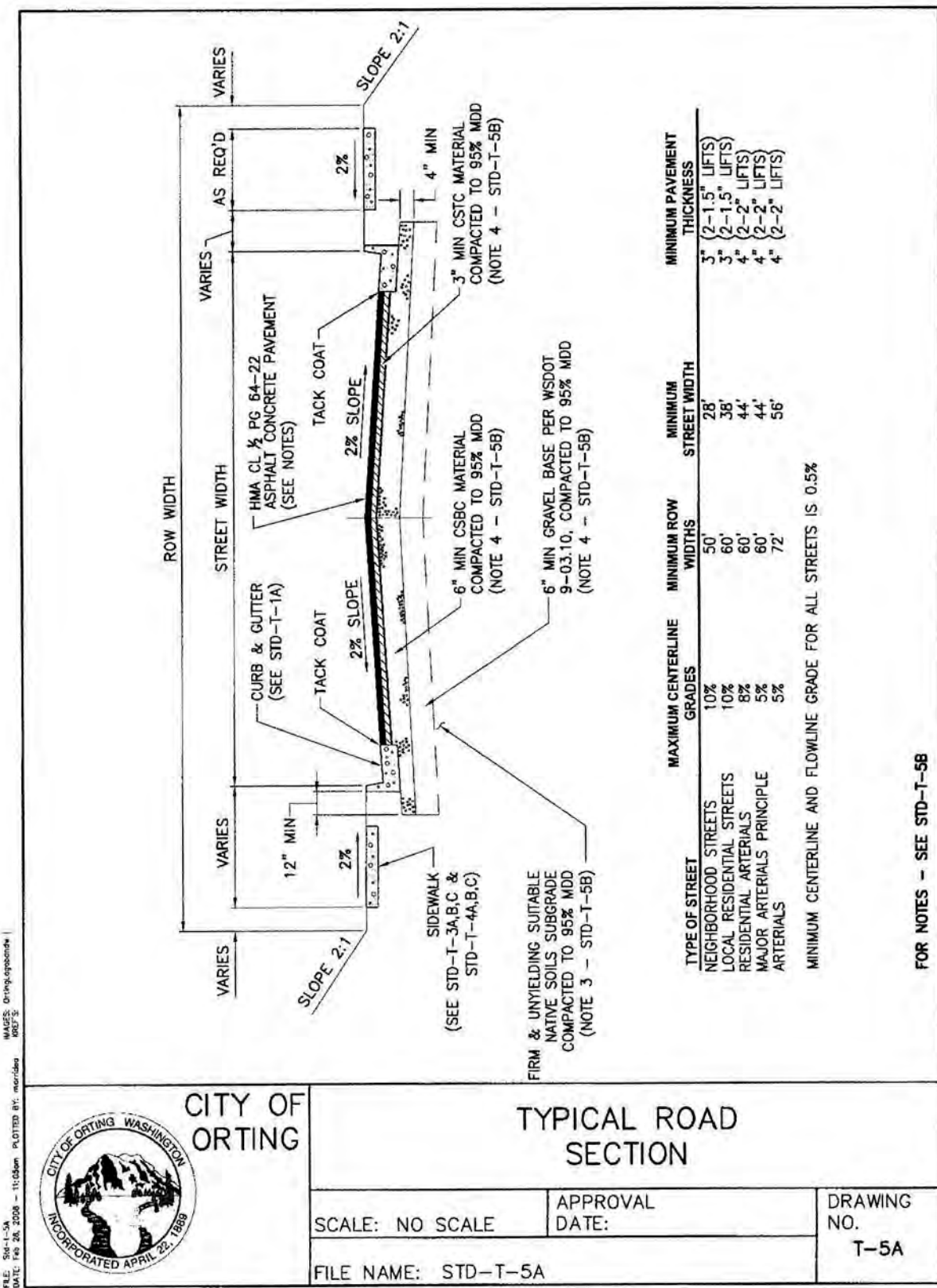
Scale: AS NOTED
 Date: 06.21.20
 Job No.: 19070

Sheet No.: **C17**
 17 of 22 Sheets

PER CITY COMMENTS
 PER CITY COMMENTS
 No. Revision: Date: 06.24.20, 05.21.20, Int.

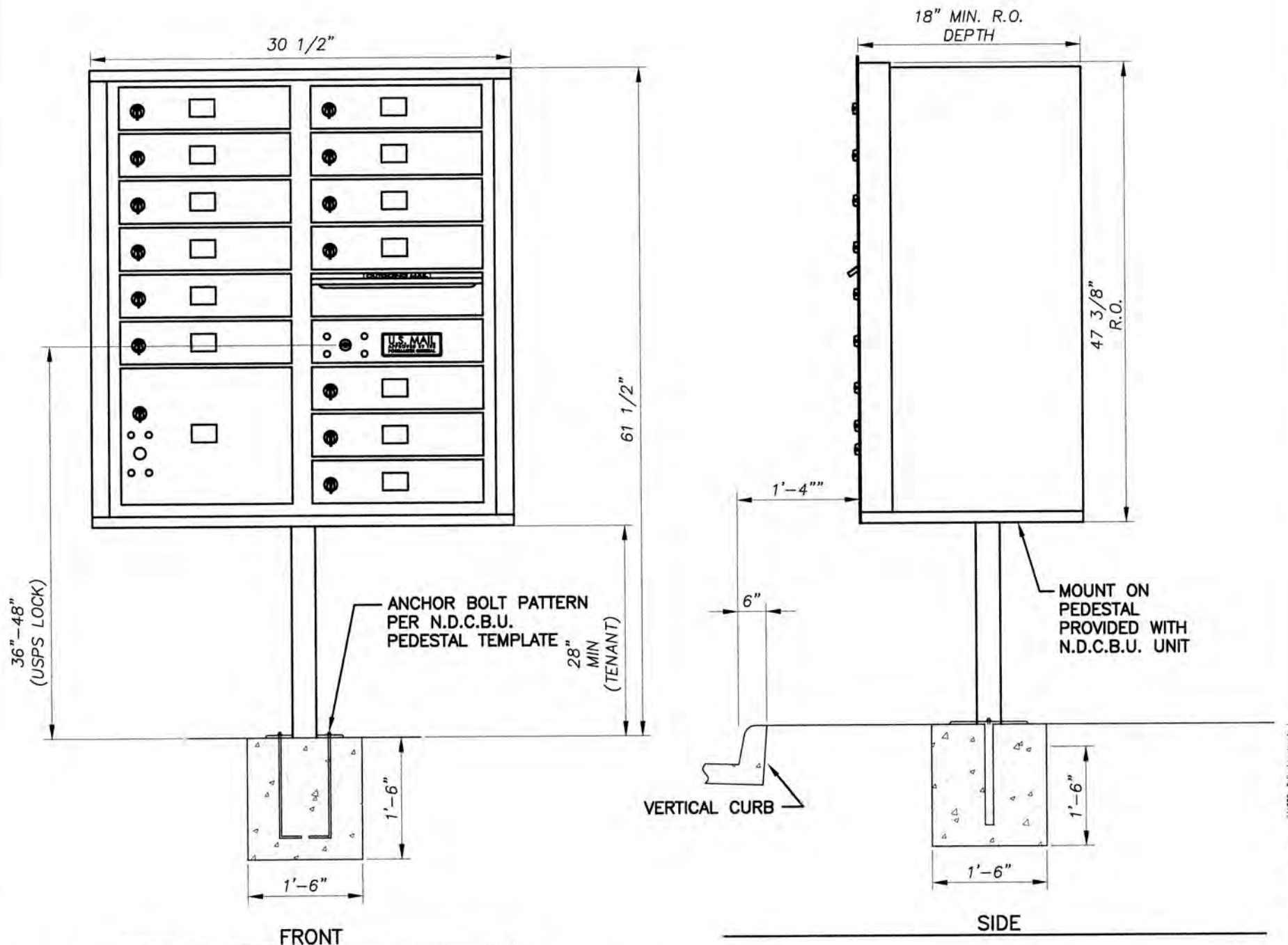
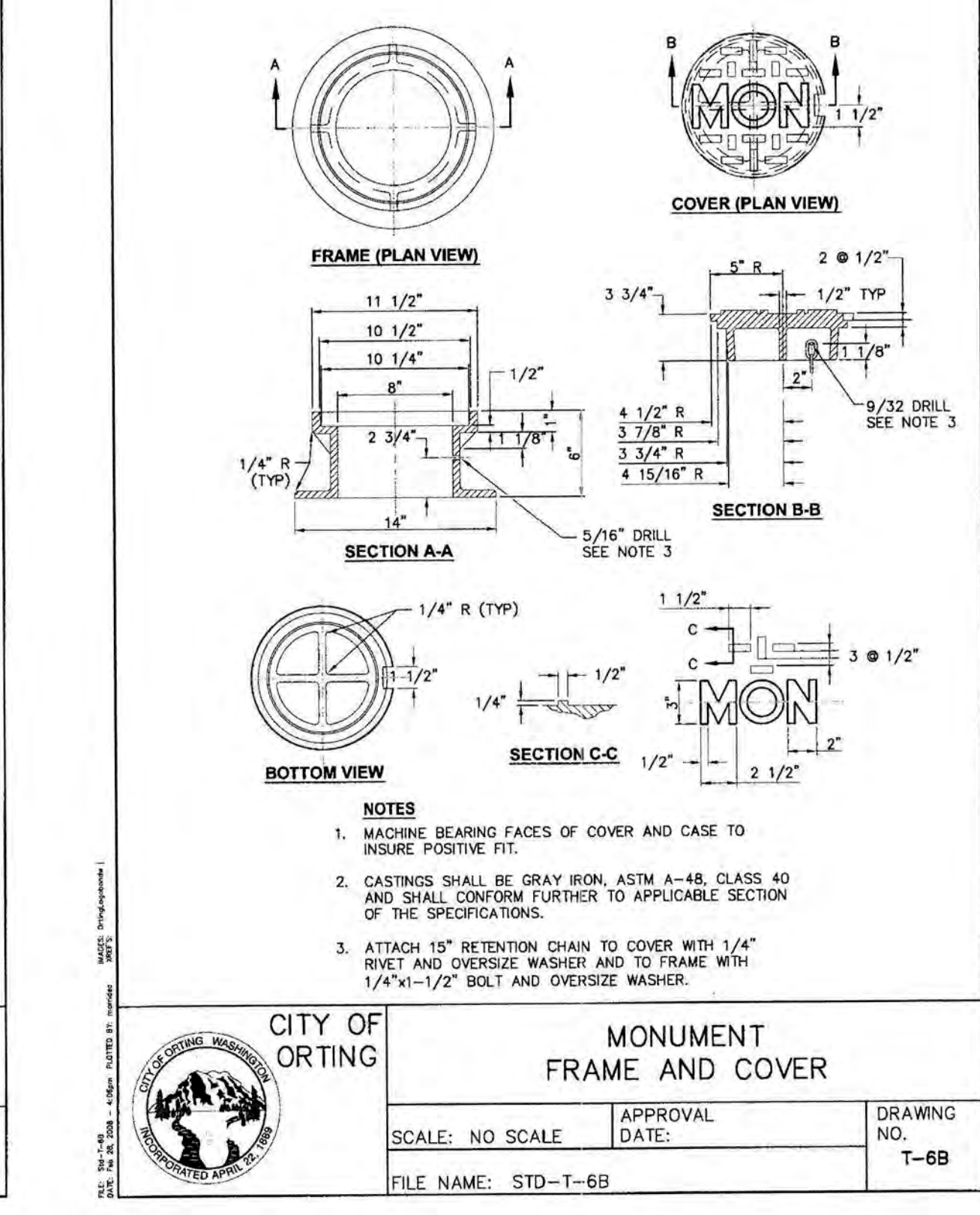
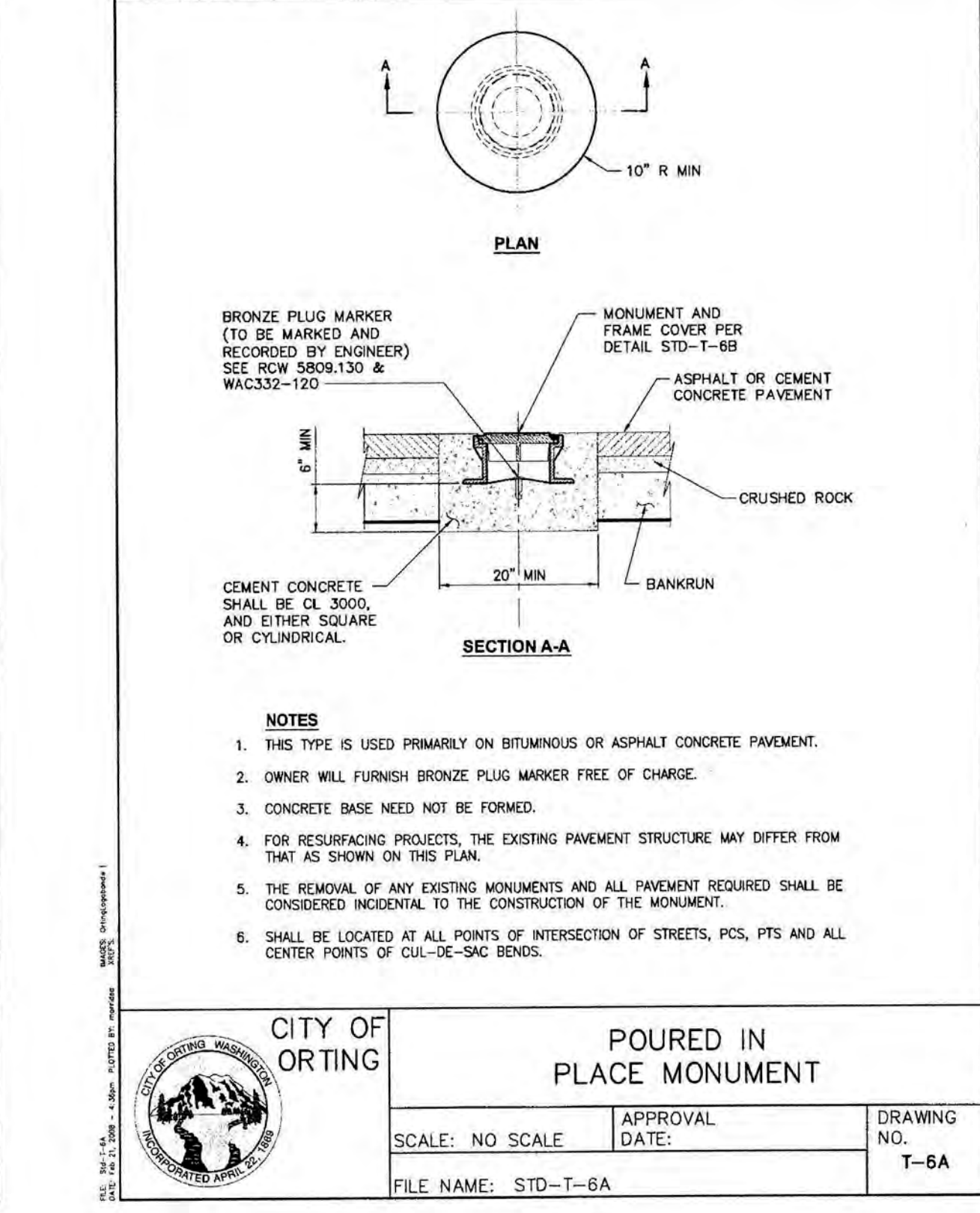
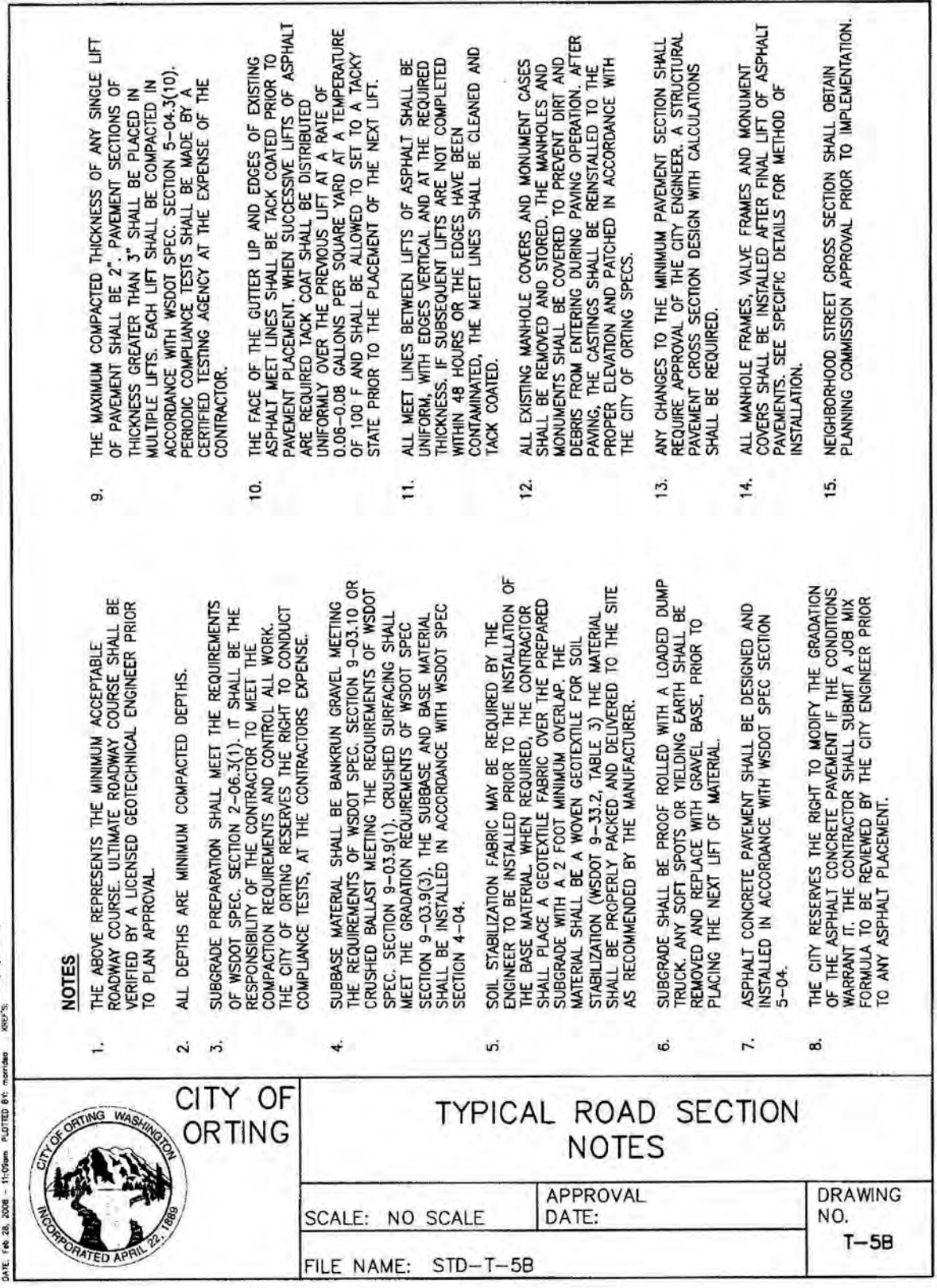
BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON



TYPE OF STREET	MINIMUM CENTERLINE WIDTHS	MINIMUM ROW WIDTHS	MINIMUM PAVEMENT THICKNESS
NEIGHBORHOOD STREETS	100'	50'	3" (2-1.5" LIFTS)
RESIDENTIAL ARTERIALS	80'	60'	3" (2-1.5" LIFTS)
MAJOR ARTERIALS PRINCIPLE	80'	60'	4" (2-2" LIFTS)
ARTERIALS	80'	60'	4" (2-2" LIFTS)

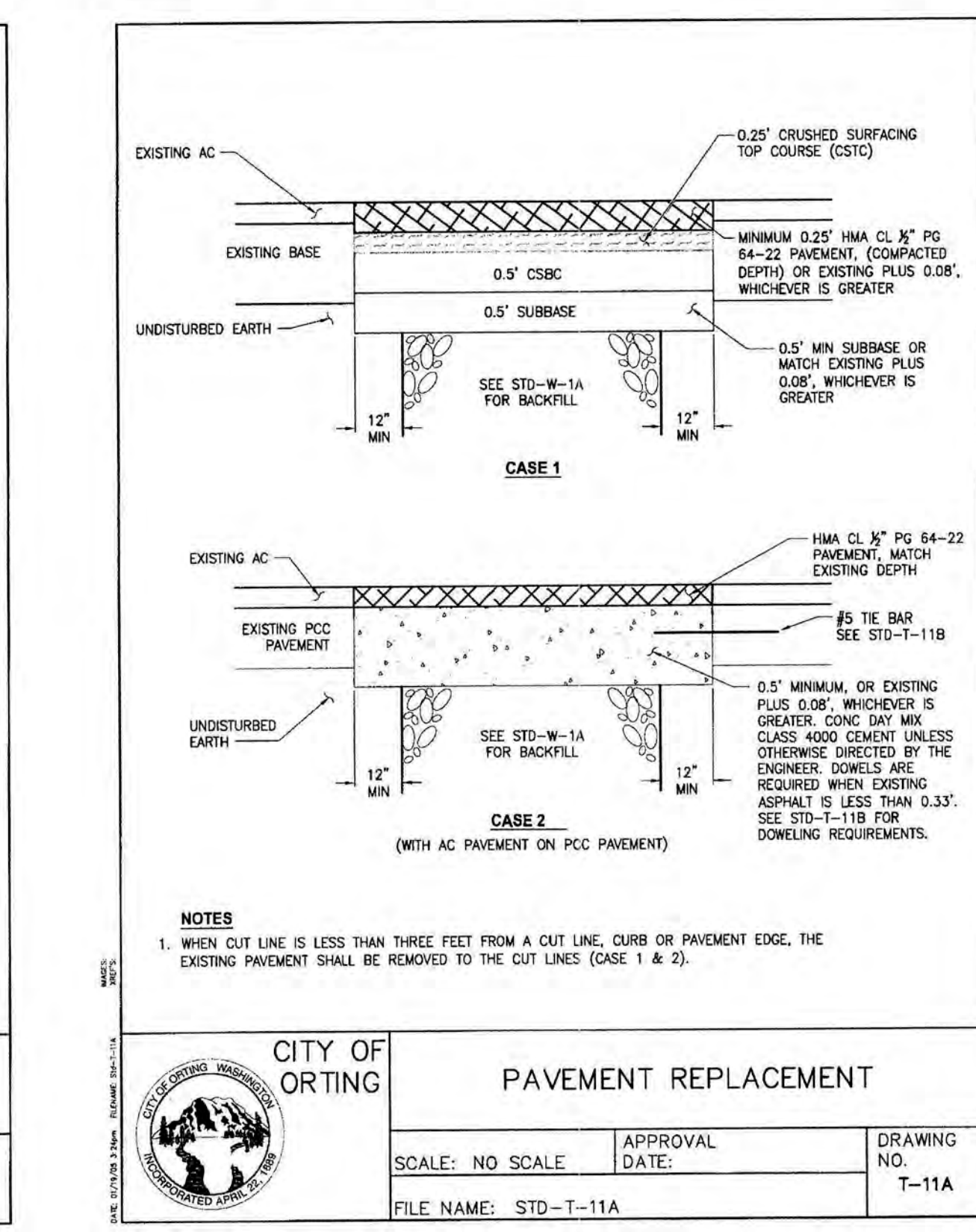
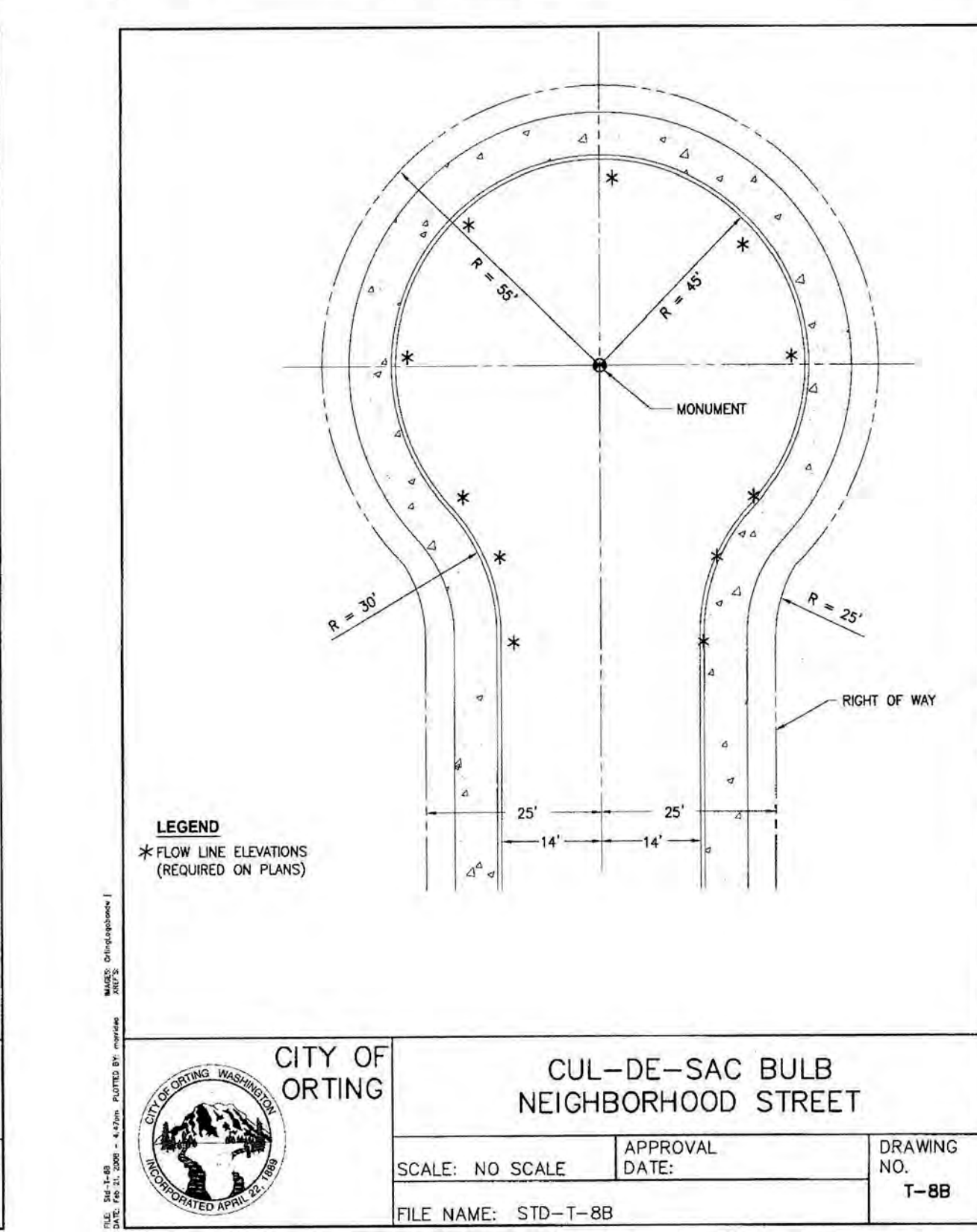
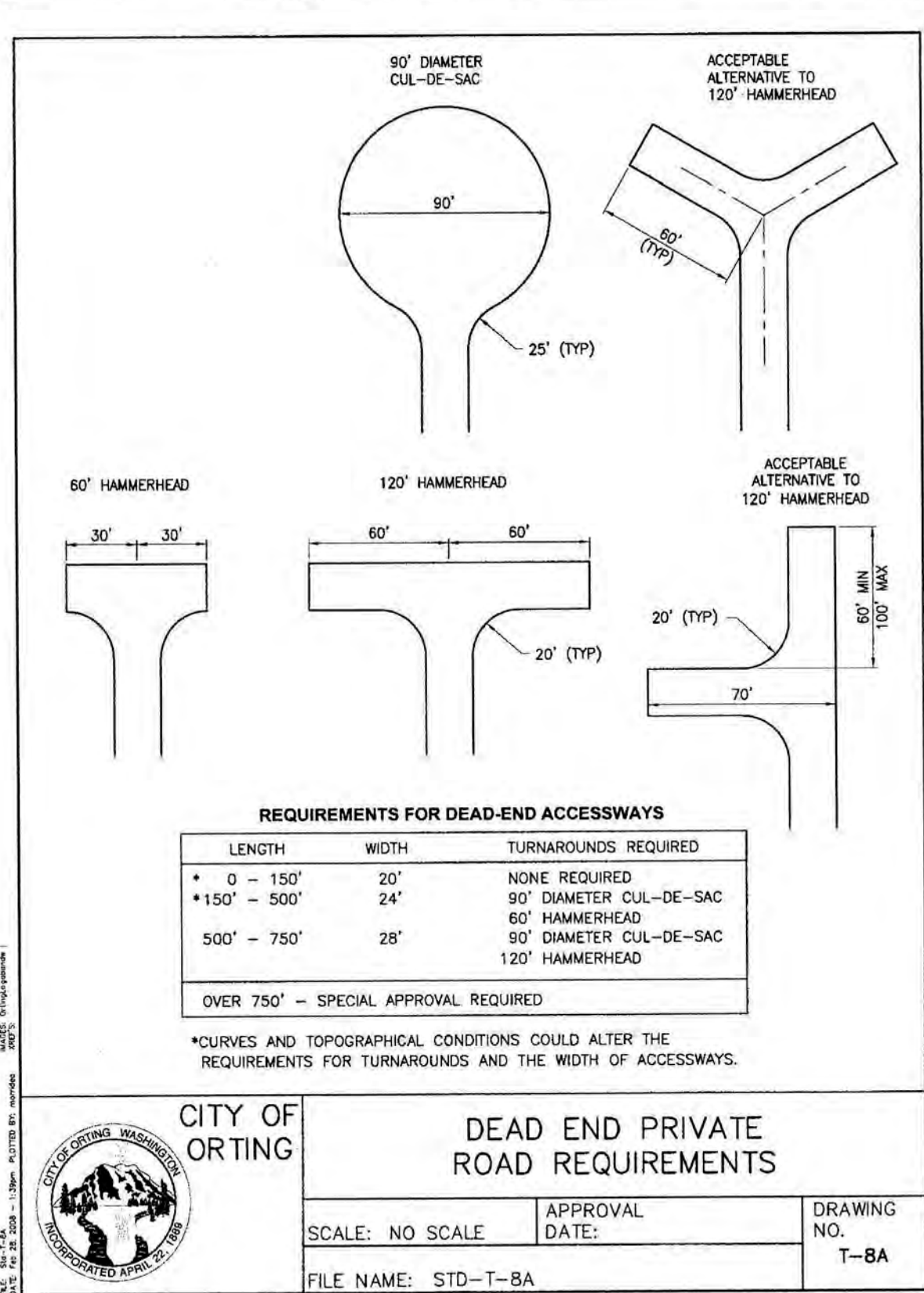
MINIMUM CENTERLINE AND FLOWLINE GRADE FOR ALL STREETS IS 0.5%



INSTALLATION REQUIREMENTS SPECIFIED IN USPS STD-4C INCLUDE:

- AT LEAST ONE CUSTOMER COMPARTMENT SHALL BE POSITIONED LESS THAN 48" FROM THE FINISHED FLOOR.
- NO PARCEL LOCKER (INTERIOR BOTTOM SHELF) SHALL BE POSITIONED LESS THAN 15" FROM FINISHED FLOOR.
- NO PATRON (TENANT) LOCK SHALL BE POSITIONED MORE THAN 67" ABOVE FINISHED FLOOR.
- NO CUSTOMER COMPARTMENT (INTERIOR BOTTOM SHELF) SHALL BE POSITIONED LESS THAN 28" FROM FINISHED FLOOR.
- THE USPS ARROW LOCK SHALL BE POSITIONED 36"- 48" ABOVE FINISHED FLOOR.

(N.D.C.B.U.) MAILBOX INSTALLATION
NEIGHBORHOOD DELIVERY AND
COLLECTION BOX UNIT



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CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

OVER's review limited to providing input on operational issues only. OVER has not reviewed the plans for Code compliance.

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
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PUYALLUP, WA 98372
Phone: (206) 648-4282
cesnwtnc@cesnwtnc.com

HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

Project: _____
Client: _____

Designed: DPS
Drawn: RWG
Checked: DPS

Scale: AS NOTED
Date: 06.21.20
Job No.: 19070

Sheet No.: **C18**
18 of 22 Sheets

Revision: _____
No. _____
Date: _____

PER CITY COMMENTS
PER CITY COMMENTS

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N, RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

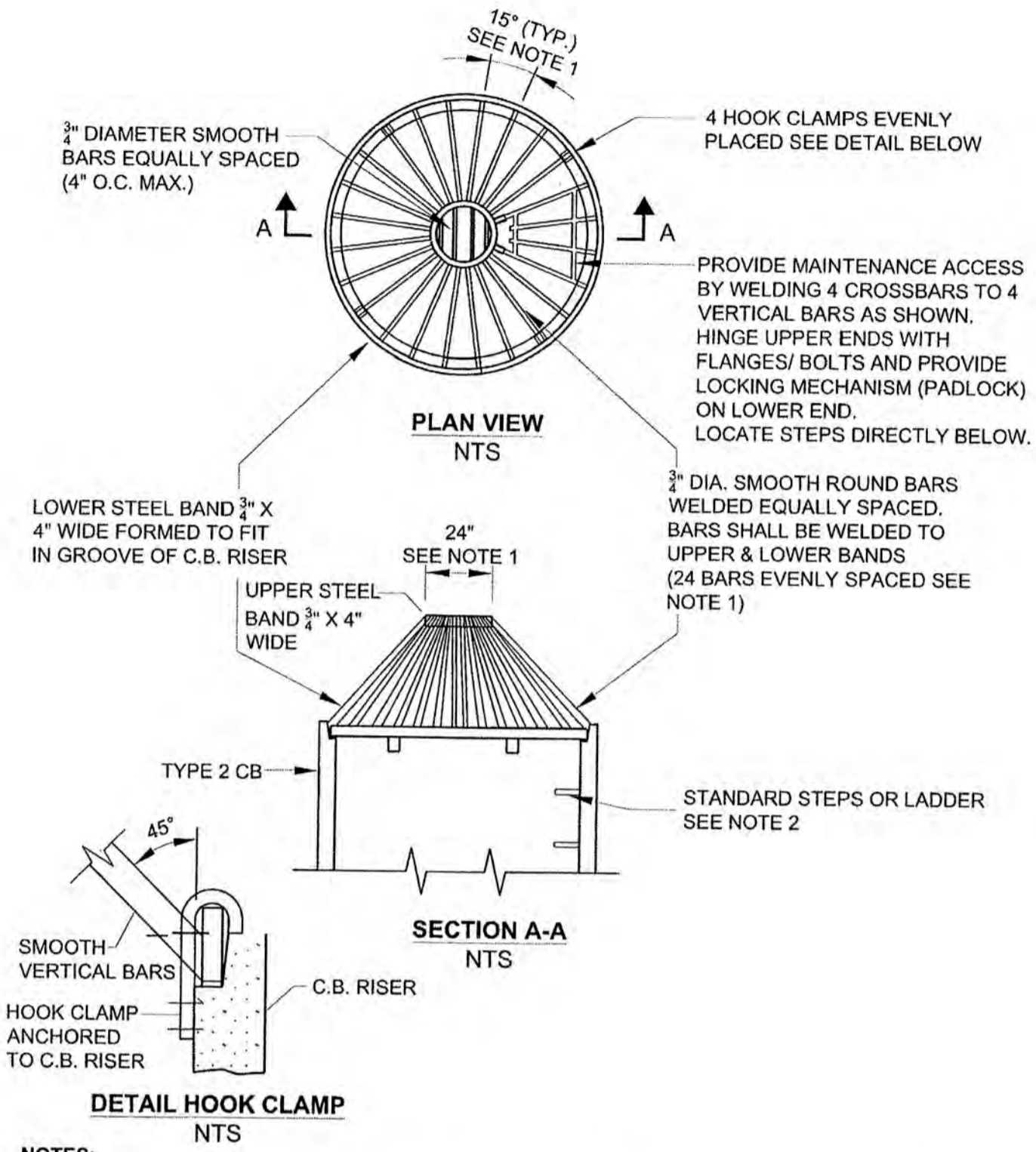
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GENERAL NOTES

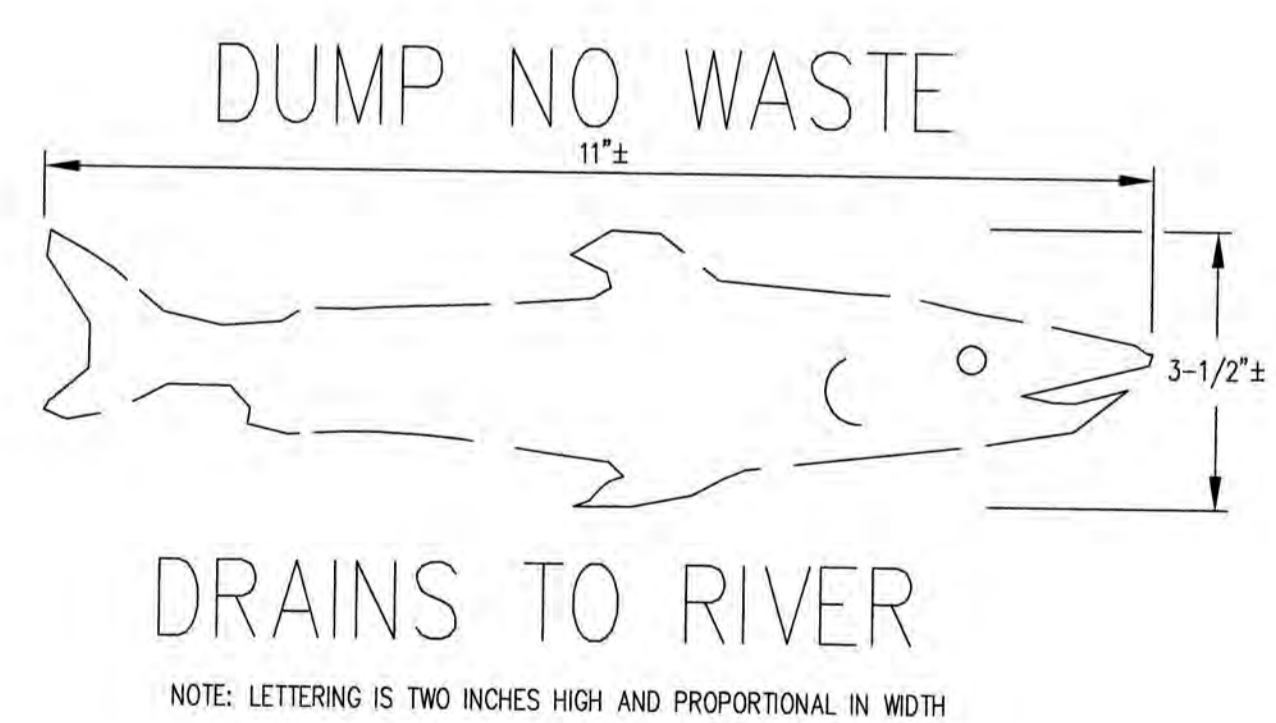
- THE GENERAL CONTRACTOR SHALL ARRANGE FOR A PRECONSTRUCTION MEETING AT CITY HALL TO BE ATTENDED BY ALL MAJOR CONTRACTORS, REPRESENTATIVES OF INVOLVED UTILITIES, AND THE CITY OF ORTING. CONTACT THE PUBLIC WORKS ENGINEERING DIVISION TO SCHEDULE THE MEETING. THE CONTRACTOR IS RESPONSIBLE TO HAVE THEIR OWN SET OF PLANS AT THE MEETING.
- AFTER COMPLETION OF ALL ITEMS SHOWN ON THESE PLANS AND BEFORE ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL OBTAIN A "PUNCH LIST" PREPARED BY THE CITY DETAILING REMAINING ITEMS OF WORK TO BE COMPLETED. ALL ITEMS OF WORK SHOWN ON THESE PLANS SHALL BE COMPLETED TO THE SATISFACTION OF THE CITY PRIOR TO FINAL ACCEPTANCE.
- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (HEREINAFTER REFERRED TO AS THE "STANDARD SPECIFICATIONS"), WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND AMERICAN PUBLIC WORKS ASSOCIATION, WASHINGTON STATE CHAPTER, LATEST EDITION, UNLESS SUPERSEDED OR AMENDED BY THE CITY OF ORTING CITY STANDARDS FOR PUBLIC WORKS ENGINEERING AND CONSTRUCTION (HEREINAFTER REFERRED TO AS THE "CITY STANDARDS").
- A COPY OF THESE APPROVED PLANS AND SPECIFICATIONS AND DETAILS SHALL BE ON SITE DURING CONSTRUCTION.
- ANY REVISIONS MADE TO THESE PLANS MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
- THE CONTRACTOR SHALL HAVE ALL UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION. CALL (811) AT LEAST TWO WORKING DAYS IN ADVANCE. THE OWNER SHALL BE CONTACTED IMMEDIATELY IF A CONFLICT EXISTS.
- LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE TRUE ELEVATIONS AND LOCATIONS OF UTILITIES.
- ALL CONSTRUCTION SURVEYING FOR EXTENSIONS OF PUBLIC FACILITIES SHALL BE DONE UNDER THE DIRECTION OF A WASHINGTON STATE LICENSED LAND SURVEYOR OR A WASHINGTON STATE LICENSED PROFESSIONAL CIVIL ENGINEER.
- FRONT PROPERTY CORNERS SHALL BE SET BY A LAND SURVEYOR LICENSED IN THE STATE OF WASHINGTON PRIOR TO THE START OF CONSTRUCTION.
- DURING CONSTRUCTION, ALL PUBLIC STREETS ADJACENT TO THIS PROJECT SHALL BE KEPT CLEAN OF ALL MATERIAL DEPOSITS RESULTING FROM ON-SITE CONSTRUCTION, AND EXISTING STRUCTURES SHALL BE PROTECTED AS DIRECTED BY THE CITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING HOMEOWNERS OF THE INTENDED CONSTRUCTION SCHEDULE.
- CERTIFIED RECORD DRAWINGS ARE REQUIRED PRIOR TO PROJECT ACCEPTANCE.
- A NPDES STORMWATER GENERAL PERMIT MAY BE REQUIRED BY THE DEPARTMENT OF ECOLOGY FOR THIS PROJECT. FOR INFORMATION CONTACT THE DEPARTMENT OF ECOLOGY (360-407-6300).
- ANY DISTURBANCE OR DAMAGE TO CRITICAL AREAS AND ASSOCIATED BUFFERS, OR SIGNIFICANT TREES FOR PRESERVATION AND PROTECTION SHALL BE MITIGATED IN ACCORDANCE WITH A MITIGATION PLAN REVIEWED AND APPROVED BY THE CITY'S PLANNING DIVISION.
- NO SURVEY MONUMENT SHALL BE REMOVED OR DESTROYED (THE PHYSICAL DISTURBANCE OR COVERING OF A MONUMENT SUCH THAT THE SURVEY POINT IS NO LONGER VISIBLE OR READILY ACCESSIBLE) BEFORE A PERMIT IS OBTAINED FROM THE DEPARTMENT OF NATURAL RESOURCES (DNR). WAC 332-120-030(2) STATES "IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING CONSTRUCTION WORK OR OTHER ACTIVITY (INCLUDING ROAD AND STREET RESURFACING PROJECTS) TO ADEQUATELY SEARCH THE RECORDS AND THE PHYSICAL AREA OF THE PROPOSED CONSTRUCTION WORK OR OTHER ACTIVITY FOR THE PURPOSE OF LOCATING AND REFERENCING ANY KNOWN OR EXISTING SURVEY MONUMENTS." CONSTRUCTION SHALL NOT COMMENCE UNTIL WAC OUTLINED IN CHAPTER 332-120 IS COMPLIED WITH. SURVEY MONUMENTS SUBJECT TO WAC 332-120-030(2) INCLUDE LOCAL CONTROL POINTS AND LAND BOUNDARY SURVEY CORNERS.
- CONTRACTOR SHALL USE ENVIRONMENTALLY ACCEPTABLE LUBRICANTS COMPOSED OF BIODEGRADABLE BASE OILS SUCH AS VEGETABLE OILS, SYNTHETIC ESTERS, AND POLYALKYLENE GLYCOLS IN EQUIPMENT OPERATED IN OR NEAR THE WATER.
- PIPE BEDDING SHALL CONFORM TO 9-03.12(3) AND SHALL EXTEND 6 INCHES ABOVE AND BELOW THE PIPE. THE BASE OF THE EXCAVATION SHOULD BE AS DRY AS POSSIBLE AND ALL LOOSENED SOIL, ORGANIC MATERIAL AND OTHER DEBRIS REMOVED. ANY BEDDING MATERIAL SHOULD BE PLACED ON A FIRM NON-YIELDING, RELATIVELY DRY SUBGRADE. THE TOP 6 INCHES OF BEDDING SHOULD BE CONTOURED TO FIT THE PIPE. PIPE ZONE MATERIAL SHOULD BE PLACED IN LAYERS NOT EXCEEDING 6 INCHES (LOOSE THICKNESS), COMPACTED TO 90 PERCENT DENSITY AS THE STANDARD (ASTM D 1557), AND SHOULD BE BROUGHT UP EVENLY ON BOTH SIDES OF THE PIPE FOR ITS FULL LENGTH UP TO AT LEAST 6 INCHES ABOVE THE TOP OF THE PIPE. COMPACTION WITHIN THE PIPE ZONE SHOULD BE ACCOMPLISHED WITH HAND-OPERATED LIGHTWEIGHT EQUIPMENT AS APPROVED BY THE PIPELINE MANUFACTURER TO AVOID PIPE DAMAGE.

STREET NOTES

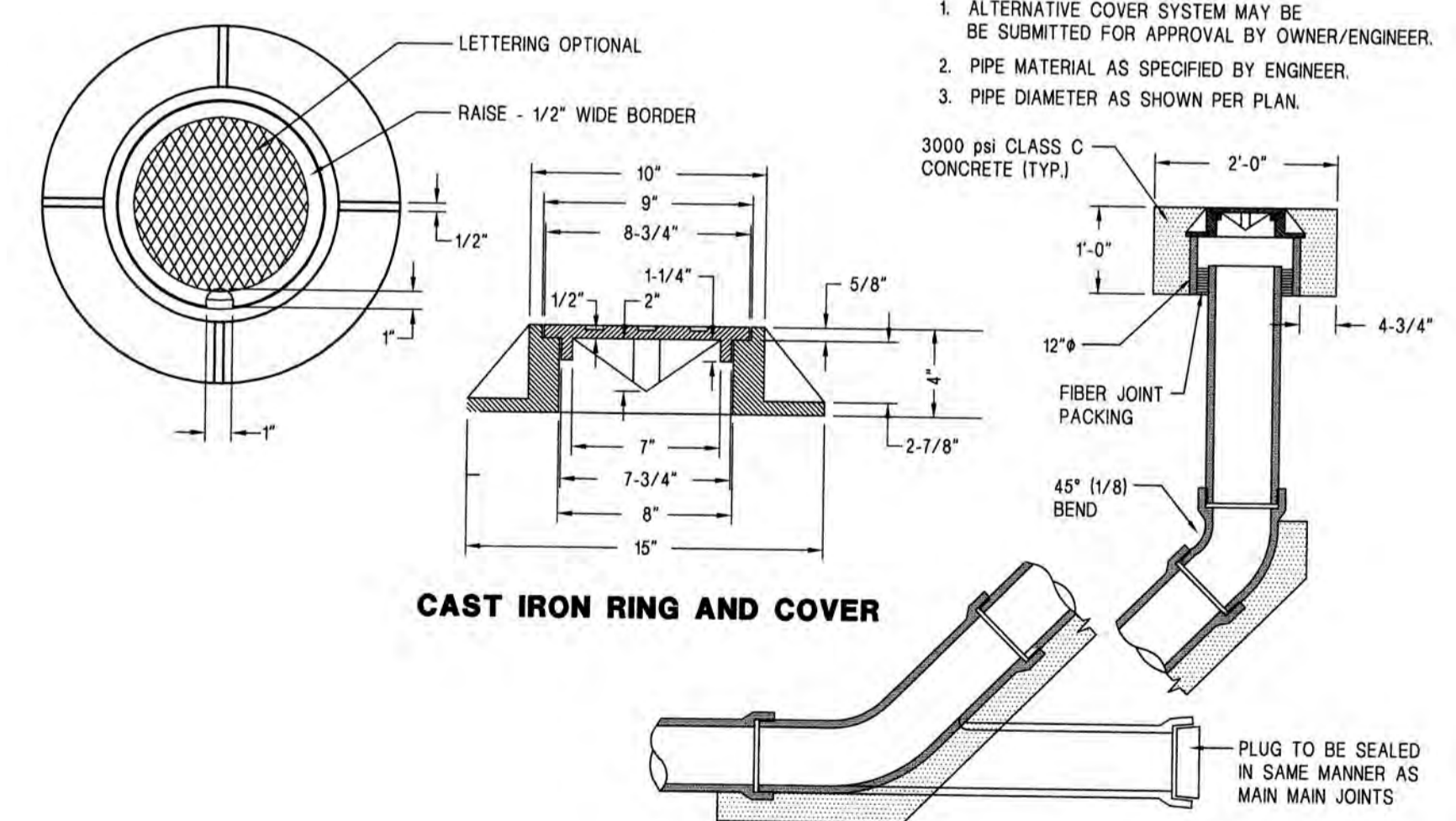
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD MANUAL. PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR POSSIBLE APPROVAL. NO WORK SHALL COMMENCE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE. WORK SHALL CEASE WHEN TRAFFIC CONTROL FAILS TO MEET MINIMUM REQUIREMENTS.
- ALL CURB AND GUTTER, STREET GRADES, SIDEWALK GRADES, AND ANY OTHER VERTICAL AND/OR HORIZONTAL ALIGNMENT SHALL BE STAKED BY AN ENGINEERING OR SURVEYING FIRM CAPABLE OF PERFORMING SUCH WORK. SUCH FIRMS SHALL BE CURRENTLY LICENSED IN THE STATE OF WASHINGTON TO PERFORM SUCH WORK.
- WHERE NEW ASPHALT JOINS EXISTING, THE EXISTING ASPHALT SHALL BE CUT TO A NEAT VERTICAL EDGE AND TACKED WITH ASPHALT EMULSION TYPE CSS 1 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE NEW ASPHALT SHALL BE FEATHERED BACK OVER EXISTING TO PROVIDE FOR A SEAL AT THE SAW CUT LOCATION AND THE JOINT SEALED WITH GRADE AR-4000W PAVING ASPHALT. A SAND BLANKET SHALL BE APPLIED TO THE SURFACE TO MINIMIZE "TRACKING" OF SAME.
- COMPACTION OF SUBGRADE, ROCK, AND ASPHALT SHALL BE IN ACCORDANCE WITH THE WSDOT STANDARD SPECIFICATIONS.
- FORM AND SUBGRADE INSPECTION BY THE CITY IS REQUIRED BEFORE POURING CONCRETE. A MINIMUM TWO (2) WORKING DAYS NOTICE ARE REQUIRED TO BE PROVIDED TO THE CITY OBSERVER FOR FORM INSPECTION.
- ALL STREETS, CURB AND GUTTERS, SIDEWALKS, AND ASSOCIATED APPURTENANCES SHALL BE CLEANED TO THE SATISFACTION OF THE CITY PRIOR TO FINAL ACCEPTANCE.



- NOTES:**
- DIMENSIONS ARE FOR ILLUSTRATION ON 54" DIAMETER CB. FOR DIFFERENT DIAMETER CB'S ADJUST TO MAINTAIN 45° ANGLE ON "VERTICAL" BARS AND 7" O.C. MAXIMUM SPACING OF BARS AROUND LOWER STEEL BAND.
 - METAL PARTS MUST BE CORROSION RESISTANT; BARS MUST BE STAINLESS STEEL OR ALUMINIZED STEEL.
 - THIS DEBRIS BARRIER IS ALSO RECOMMENDED FOR USE ON THE INLET TO ROADWAY CROSS-CULVERTS WITH HIGH POTENTIAL FOR DEBRIS COLLECTION (EXCEPT ON TYPE 2 STREAMS).
 - THIS DEBRIS BARRIER IS FOR USE OUTSIDE OF ROAD RIGHT-OF-WAY ONLY. FOR DEBRIS CAGES WITHIN ROAD RIGHT-OF-WAY



1 CATCH BASIN STENCIL
N.T.S.



CAST IRON RING AND COVER

2 CLEAN OUT
N.T.S.

**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

Project:	619 HARMAN WAY SOUTH ORTING, WA
Client:	HARMAN DEVELOPMENT, LLC
Designed:	DPS
Drawn:	RWG
Checked:	DPS
Scale:	AS NOTED
Date:	06.21.21
Job No.:	19070
Sheet No.:	C19
Per City Comments:	Per City Comments
Per City Comments:	Per City Comments
Revision:	Int.
Date:	06.24.20
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POVALLIP, WA 98372
Bus: (253) 848-4882
ceservices@cesnwinc.com

**BELFAIR ESTATES
STORM NOTES & DETAILS**

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

ASBUILT RECORD NOTE
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NOTES

- CATCH BASINS TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS (M 193) AND ASTM C 890 UNLESS OTHERWISE SHOWN ON PLANS OR SPECIFICATIONS.
- AS AN ACCEPTABLE ALTERNATE TO REBAR, WELDED WIRE FABRIC HAVING A MINIMUM TENSILE STRENGTH OF 60,000 PSI PER FOOT MAY BE USED. WELDED WIRE FABRIC SHALL COMPLY TO ASTM A 497 UNLESS OTHERWISE NOTED. WIRE FABRIC SHALL NOT BE PLACED IN THE KNOCKOUTS. THE BOTTOM OF THE PRECAST BASE SECTION MAY BE ROUNDED.
- WITH CURBS OR WALLS TO BE FINISHED WITH GUARDS OR WALLS, FINISHED KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM.
- KNOCKOUTS MAY BE ON ALL 4 SIDES OF PRECAST BASE SECTION. KNOCKOUTS MAY BE EITHER ROUNDED OR 90° SHARP. PIPE TO BE INSTALLED IN FACTORY SUPPLIED KNOCKOUTS.
- KNOCKOUT OR CUTOUT HOLE SIZE IS TO BE EQUAL TO PIPE OUTER DIAMETER PLUS CATCH BASIN WALL THICKNESS. MAXIMUM HOLE SIZE IS 36" FOR 48" CATCH BASIN, 42" FOR 54" CATCH BASIN. MINIMUM DISTANCE BETWEEN HOLES IS 8".
- PRECAST BASE SECTIONS OF THE PRECAST CATCH BASIN SHALL BE FINISHED TO THE TOP OF THE BASE.
- CATCH BASIN FRAME AND GRATE SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND MEET THE STRENGTH REQUIREMENTS OF FEDERAL SPECIFICATION RR-1-621D. MATING SURFACES SHALL BE FINISHED TO ASSURE NON-HOOKING FIT.
- FRAME AND GRATE MAY BE INSTALLED WITH FLANGE DOWN OR CAST INTO RISER.

1-#3 BAR HOOP
2-#3 BAR HOOP
#3 BAR EACH CORNER
#3 BAR EACH SIDE
#3 BAR EACH WAY

CITY OF ORTING
CATCH BASIN TYPE 1

SCALE: NO SCALE
APPROVAL DATE: _____
DRAWING NO. D-2A
FILE NAME: STD-D-2A

CITY OF ORTING
CATCH BASIN TYPE 1 PLACEMENT

SCALE: NO SCALE
APPROVAL DATE: _____
DRAWING NO. D-2B
FILE NAME: STD-D-2B

CITY OF ORTING
CATCH BASIN TYPE 2

SCALE: NO SCALE
APPROVAL DATE: _____
DRAWING NO. D-3A
FILE NAME: STD-D-3A

NOTES

- CATCH BASINS TO BE CONSTRUCTED IN ACCORDANCE WITH ASTM C 478 (ASHTO M 199) AND ASTM C 890 UNLESS OTHERWISE SHOWN ON PLANS OR NOTED IN THE STANDARD SPECIFICATIONS.
- HANDHOLDS IN RISER OR ADJUSTMENT SECTION SHALL HAVE 3" MINIMUM CLEARANCE. STEPS IN CATCH BASIN SHALL HAVE 6" MINIMUM CLEARANCE. NO STEPS ARE REQUIRED WHEN "D" IS 4' OR LESS.
- ALL REINFORCED CAST-IN-PLACE CONCRETE SHALL BE CLASS A ALL PRECAST CONCRETE SHALL OBTAIN 4000 PSI AT 28 DAYS.
- PRECAST BASES SHALL BE FURNISHED WITH CUTOUTS OR KNOCKOUTS. KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM.
- KNOCKOUT OR CUTOUT HOLE SIZE IS EQUAL TO PIPE OUTER DIAMETER PLUS CATCH BASIN WALL THICKNESS. MAXIMUM HOLE SIZE IS 36" FOR 48" CATCH BASIN, 42" FOR 54" CATCH BASIN. MINIMUM DISTANCE BETWEEN HOLES IS 8".
- FRAME AND GRATE OR RING AND COVER SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND MEET THE STRENGTH REQUIREMENTS OF FEDERAL SPECIFICATION RR-1-621D. MATING SURFACES SHALL BE FINISHED TO ASSURE NON-HOOKING FIT.
- ALL BASE REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI AND BE PLACED IN THE UPPER HALF OF THE BASE WITH 1" MINIMUM CLEARANCE.
- THE BOTTOM OF THE PRECAST CATCH BASIN MAY BE ROUNDED. FRAME AND GRATE MAY BE INSTALLED WITH FLANGE DOWN OR CAST INTO RISER.
- TYPE 3 SIMILAR EXCEPT WITH WALL PERFORATIONS FOR STORMWATER EXFILTRATION.

CITY OF ORTING
CATCH BASIN TYPE 2 NOTES

SCALE: NO SCALE
APPROVAL DATE: _____
DRAWING NO. D-3B
FILE NAME: STD-D-3B

CITY OF ORTING
CATCH BASIN TYPE 2 PLACEMENT

SCALE: NO SCALE
APPROVAL DATE: _____
DRAWING NO. D-3C
FILE NAME: STD-D-3C

CATCH BASIN DIMENSION TABLE

DIA	WALL THICKNESS	BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUM DISTANCE BETWEEN KNOCKOUTS	BASE REINFORCING STEEL in 2/ft IN EACH DIRECTION	
					INTEGRAL BASE	SEPARATE BASE
48"	4"	6"	36"	8"	0.15	0.23
54"	4 1/2"	6"	42"	8"	0.19	0.19
60"	5"	8"	48"	8"	0.25	0.25
72"	6"	8"	60"	12"	0.24	0.35
96"	8"	12"	84"	12"	0.29	0.39

CITY OF ORTING
CATCH BASIN TYPE 2

SCALE: NO SCALE
APPROVAL DATE: _____
DRAWING NO. D-3D
FILE NAME: STD-D-3D

CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

Project:	BELFAIR ESTATES	Drawn:	DPS
Client:	HARMAN DEVELOPMENT, LLC	Checked:	RWG
Scale:	AS NOTED	Date:	06.21.21
Job No.:	19070	Sheet No.:	C20
Revision:		Date:	

C.E.S. NW INC.
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439 20TH STREET, SUITE D
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BELFAIR ESTATES
STORM NOTES & DETAILS

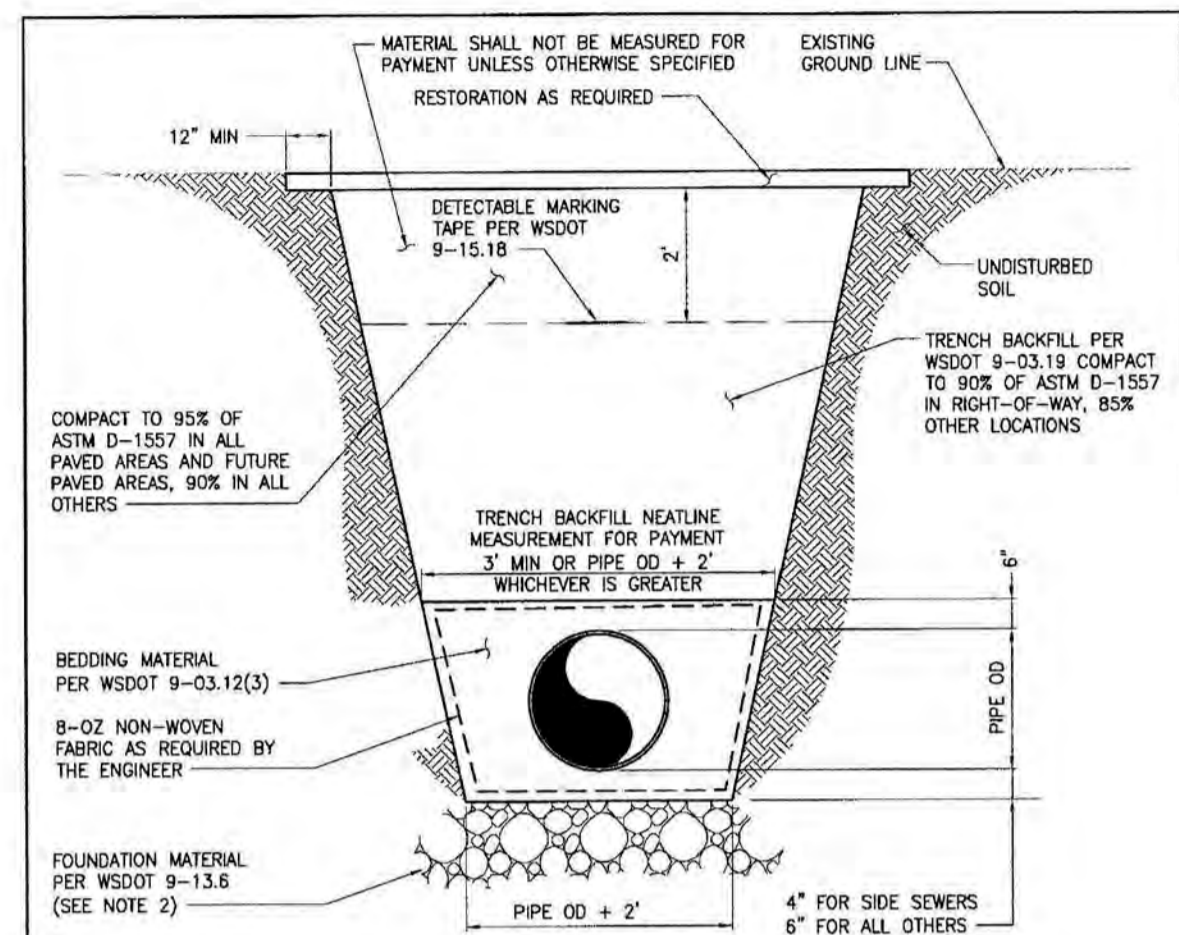
HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH ORTING, WA

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

ASBUILT RECORD NOTE

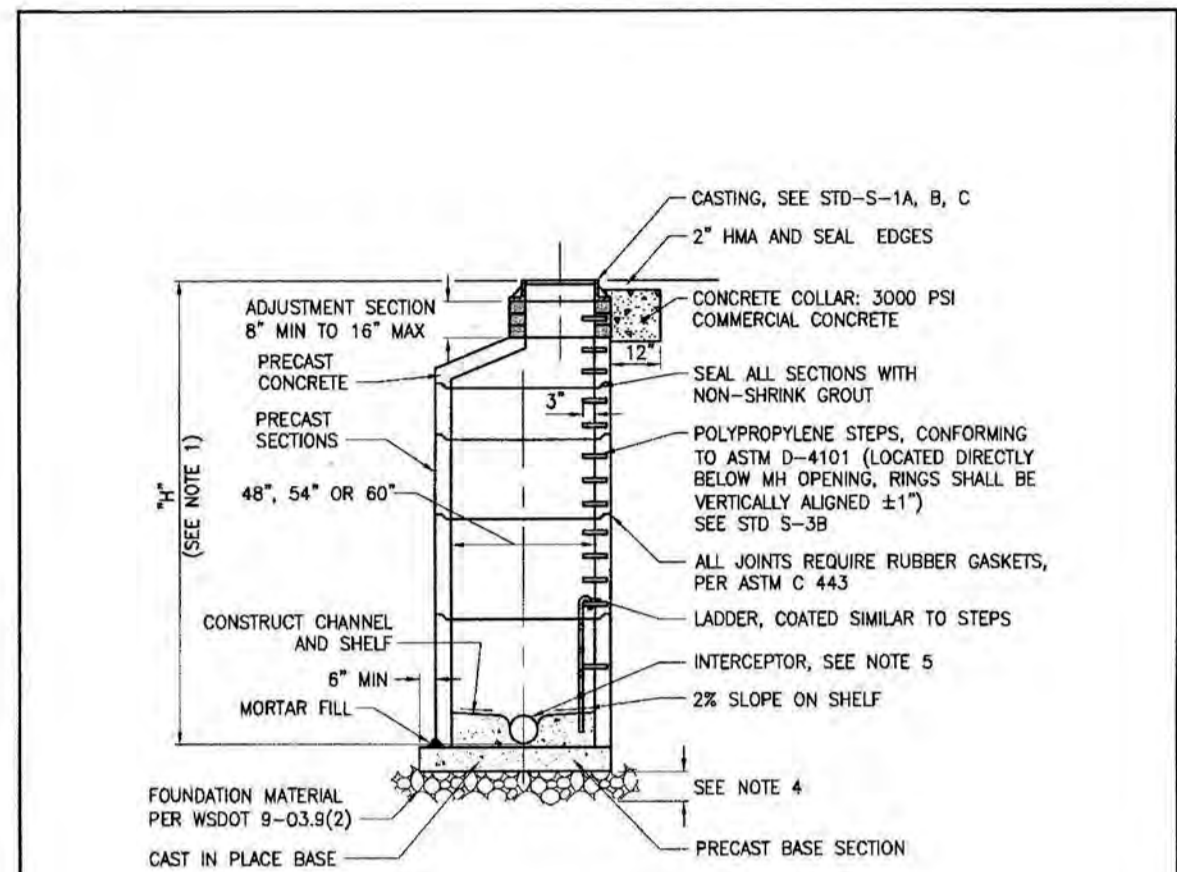
THE SHOWN HORIZONTAL AND VERTICAL LOCATIONS OF THE STORM DRAINAGE AND ROAD SYSTEMS WAS FIELD SURVEYED BY ME OR UNDER MY DIRECTION. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.



- NOTES**
- FOUNDATION MATERIAL REQUIRED WHERE NECESSARY TO ACHIEVE A FIRM AND UNYIELDING SUB-BASE. DEPTH AS REQUIRED.
 - NO NATIVE MATERIAL SHALL BE USED FOR BACKFILL UNLESS APPROVED BY THE CITY ENGINEER IN WRITING.
 - SEWER MAIN AND LATERAL INSTALLATIONS SHALL BE VIDEO INSPECTED. SEE SPECIAL PROVISIONS FOR REQUIREMENTS.
 - CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18" OF VERTICAL SEPARATION AND 10' OF HORIZONTAL SEPARATION BETWEEN WATER AND SEWER LINES OR ENCASE PER SECTION C1-9 OF DOE CRITERIA FOR SEWAGE WORKS DESIGN.

CITY OF ORTING
SANITARY SEWER OR STORM TRENCH

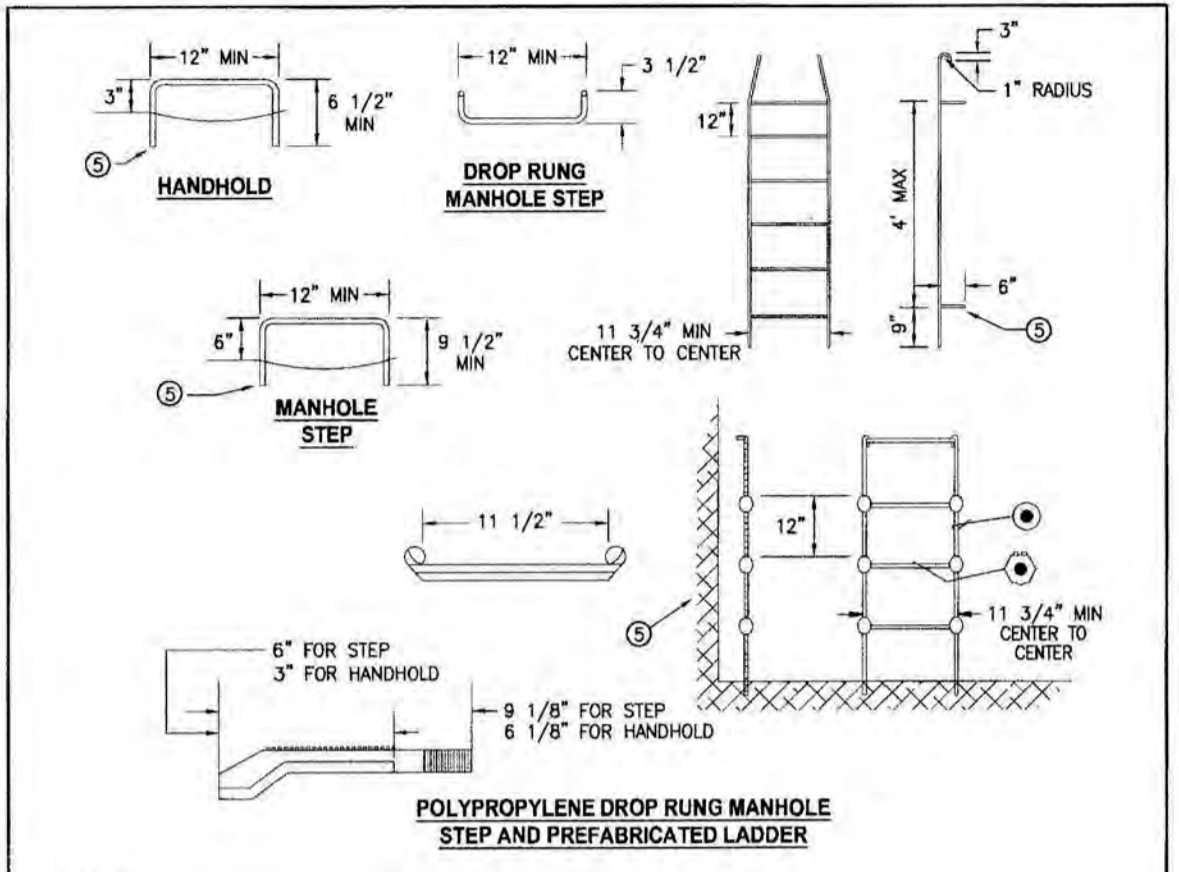
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. S-2
FILE NAME: STD-S-2



- NOTES**
- WHEN "H" IS LESS THAN 8' USE TYPE III MANHOLE, SEE WSDOT STD PLAN B-23c.
 - WHEN "H" IS GREATER THAN 20', MANHOLE SHALL BE 80" DIAMETER.
 - WALL OPENING REQUIREMENTS FOR PIPE, SEE WSDOT STD PLAN B-23a & B-23c.
 - FOUNDATION MATERIAL SHALL BE 6" MIN OR AS REQUIRED TO ACHIEVE A FIRM AND UNYIELDING SUB-BASE.
 - USE KOR-N-SEAL BOOT OR OTHER APPROVED WATER TIGHT FLEXIBLE BOOT.
 - MANHOLES SHALL BE SEALED WITH TAMOSEAL CEMENT BASED WATERPROOF FINISH OR APPROVED EQUAL.

CITY OF ORTING
TYPE 1 MANHOLE

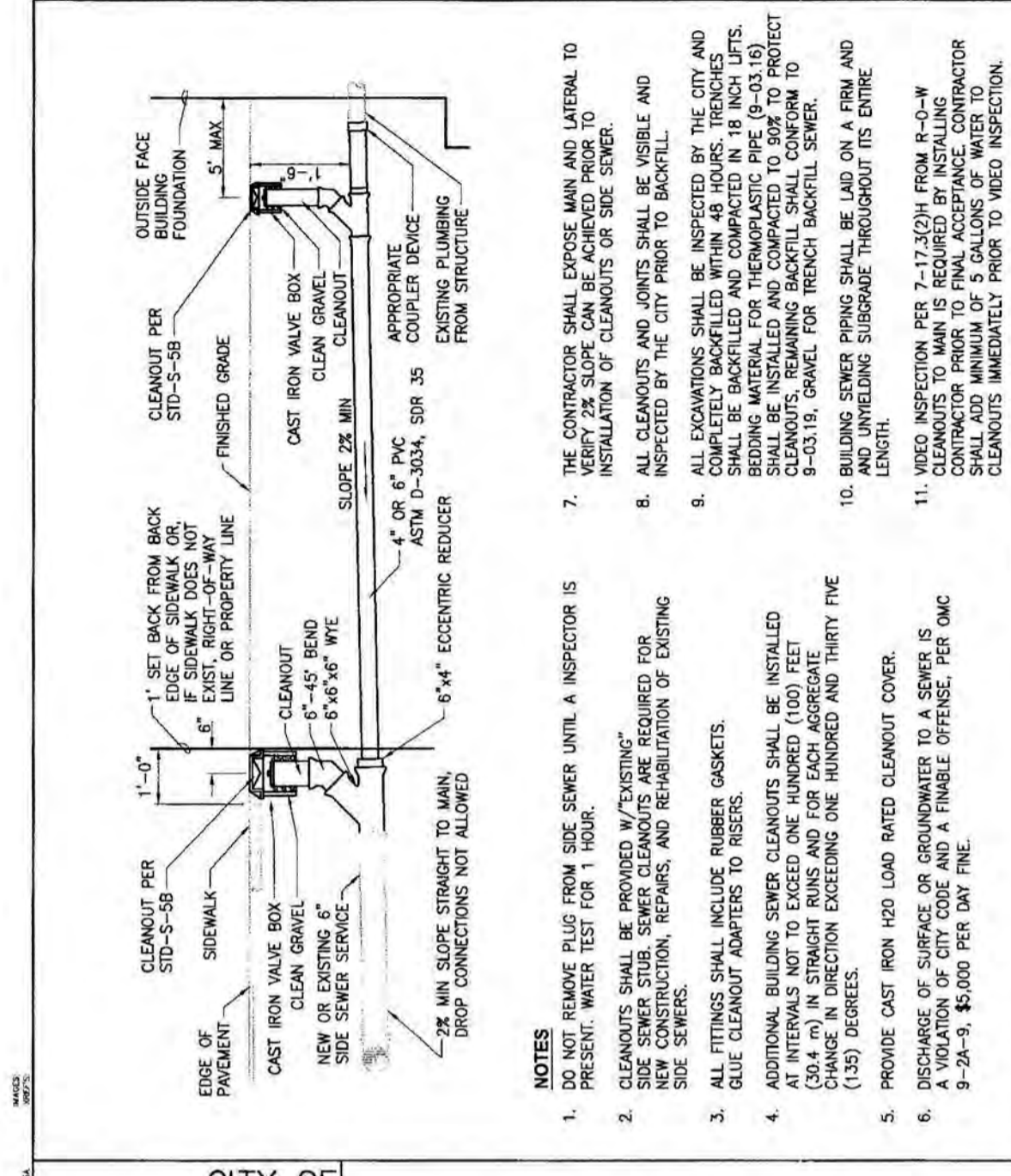
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. S-3A
FILE NAME: STD-S-3A



- NOTES**
- MANHOLE STEPS CONFORMING TO SECTION R, ASTM C-478, ASHTO M-199 REQUIREMENTS AND REQUIREMENTS OF ASTM D-4101 FOR POLYPROPYLENE AND ASTM A-815 FOR 1/2" GRADE SO DETERMINED REINFORCING BAR FOR POLYPROPYLENE STEPS, AND ALL WISHA AND OSHA SPECIFICATIONS, ARE ACCEPTABLE PROVIDED THEY ARE PRE-APPROVED BY THE DIRECTOR OF PUBLIC WORKS.
 - DROP RUNG STEPS ARE TO BE #8 GALVANIZED DEFORMED REBAR.
 - PREFABRICATED LADDERS ARE TO BE #7 GALVANIZED SMOOTH STEEL.
 - MANHOLE PREFABRICATED LADDER STEPS SHALL BE PARALLEL OR APPROXIMATELY RADIAL AT THE OPTION OF THE MANUFACTURER, EXCEPT THAT ALL STEPS IN ANY MANHOLE SHALL BE THE SAME.
 - PENETRATION OF OUTER WALL BY A STEP LADDER OR LADDER LEG IS PROHIBITED.

CITY OF ORTING
MANHOLE RING AND SAFETY STEPS

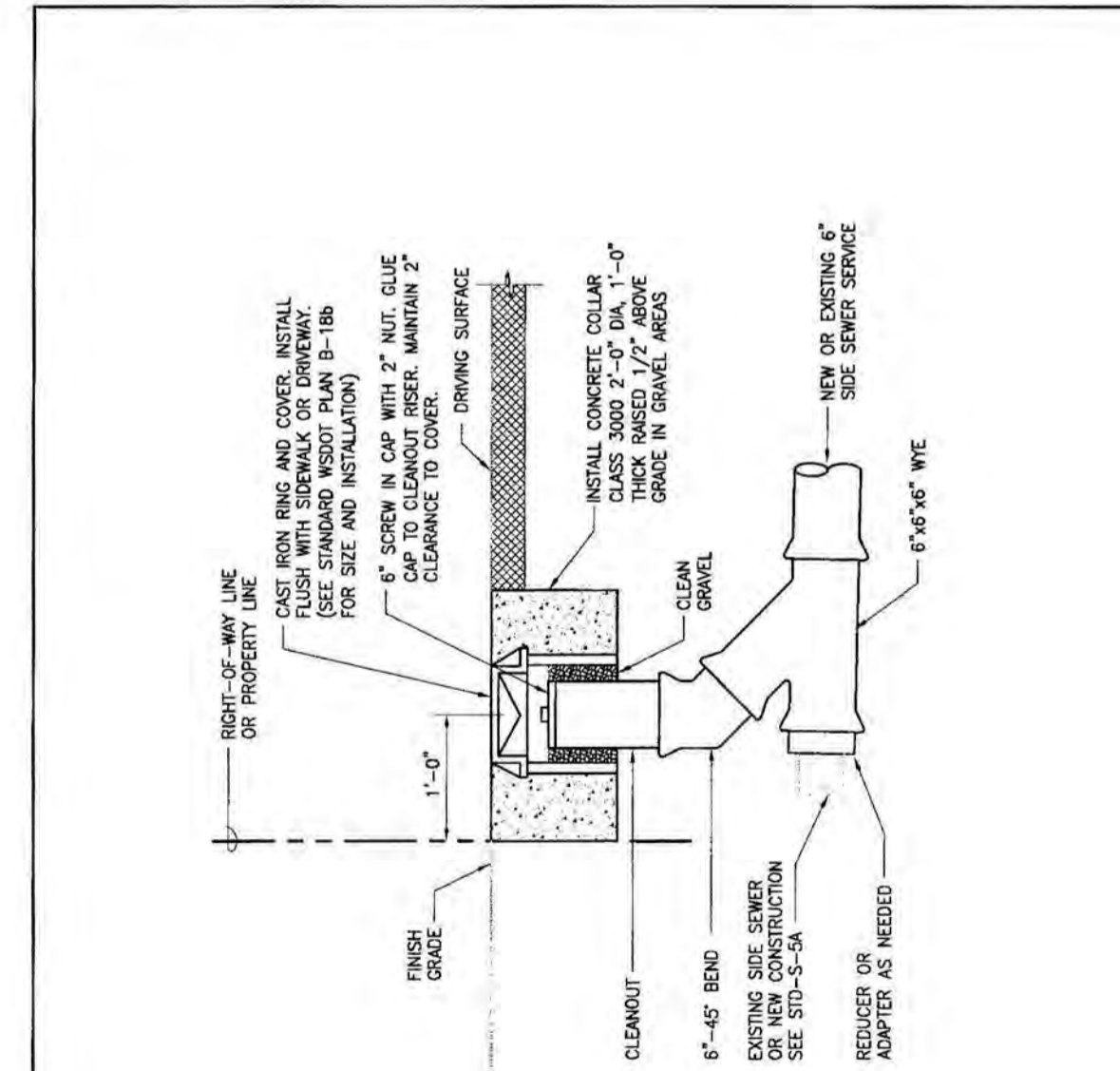
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. S-3B
FILE NAME: STD-S-3B



- NOTES**
- DO NOT REMOVE PLUG FROM SIDE SEWER UNTIL AN INSPECTOR IS PRESENT. WATER TEST FOR 1 HOUR.
 - CLEANOUTS SHALL BE PROVIDED AT EXISTING/NEW CONSTRUCTION, REPAIRS, AND REHABILITATION OF EXISTING SIDE SEWERS.
 - ALL FITTINGS SHALL INCLUDE RUBBER GASKETS. GUE CLEANOUT ADAPTERS TO RISERS.
 - ADDITIONAL BUILDING SEWER CLEANOUTS SHALL BE INSTALLED AT INTERVALS NOT TO EXCEED ONE HUNDRED (100) FEET. CLEANOUTS SHALL BE INSTALLED AT 90 DEGREE ANGLES TO CHANGE IN DIRECTION EXCEEDING ONE HUNDRED AND THIRTY (130) DEGREES.
 - PROVIDE CAST IRON HD LOAD RATED CLEANOUT COVER.
 - DISCHARGE OF SURFACE OR GROUNDWATER TO A SEWER IS A VIOLATION OF CITY CODE AND A FINABLE OFFENSE. PER OMC 9-20-4, \$5,000 PER DAY FINE.

CITY OF ORTING
SIDE/BUILDING SEWER

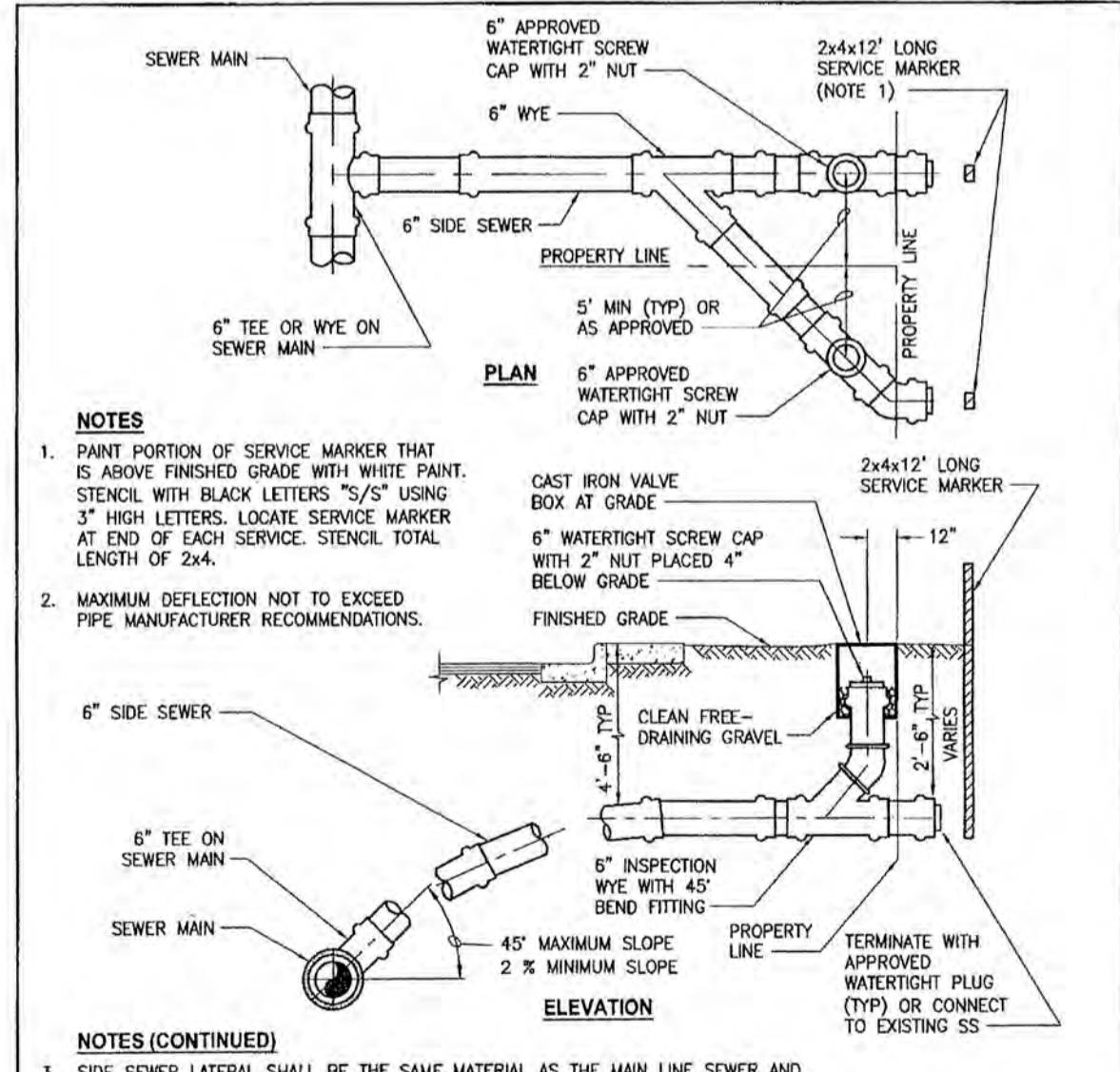
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. S-5A
FILE NAME: STD-S-5A



- NOTES**
- CAST IRON RING AND COVER. INSTALL AND FINISH PER WSDOT STD PLAN B-118. (SEE STANDARD WSDOT PLAN B-118 FOR SIZE AND INSTALLATION)
 - 6" SCREW IN CAP WITH 2" NUT, GLUE CAP TO CLEANOUT RISER. MAINTAIN 2" CLEARANCE TO CURB DRIVING SURFACE.
 - INSTALL CONCRETE COLLAR. CLASS 3000 2'-0" DIA. 1'-0" THICK. RAISED 1/2" ABOVE GRADE IN GRAVEL MEDIA.
 - NEW OR EXISTING 6" SIDE SEWER SERVICE.
 - 6" x 6" x 6" WYE.
 - REDUCER OR ADAPTER AS NEEDED.
 - 45° MAXIMUM SLOPE. 2% MINIMUM SLOPE.
 - TERMINATE WITH APPROVED WATER TIGHT PLUG (TYP) OR CONNECT TO EXISTING SS.

CITY OF ORTING
SIDE SEWER CLEANOUT

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. S-5B
FILE NAME: STD-S-5B



- NOTES (CONTINUED)**
- SIDE SEWER LATERAL SHALL BE THE SAME MATERIAL AS THE MAIN LINE SEWER AND BEDDED THE SAME.
 - PIPE BEDDING PER WSDOT 9-03.9(3)
 - A LOAD-BEARING CASTING & COVER SHALL BE USED ON ALL CLEANOUTS.
 - MINIMUM SIDE SEWER DIAMETER WITHIN THE RIGHT-OF-WAY SHALL BE 6". THE CITY RESERVES THE RIGHT TO REQUIRE INCREASED SIDE SEWER DIAMETER AS NEEDED TO ACCOMMODATE INCREASED FLOWS.

CITY OF ORTING
TYPICAL SPLIT SIDE SEWER DETAIL

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. S-5C
FILE NAME: STD-S-5C

SANITARY SEWER NOTES

- WORK SHALL NOT COMMENCE UNTIL APPROVAL IS RECEIVED FROM THE STATE DEPARTMENT OF ECOLOGY.
- NOTIFY THE CITY OF ORTING 72 HOURS (3 WORKING DAYS) PRIOR TO BEGINNING CONSTRUCTION AND FOR ANY RESTART OF WORK.
- PROVIDE THE CITY'S OBSERVER WITH A COPY OF ALL CUT SHEETS PRIOR TO CONSTRUCTION.
- CONNECTION TO AN EXISTING MAIN SHALL BE DONE SO AS TO PREVENT ANY FOREIGN MATERIALS FROM ENTERING EXISTING SEWERS.
- IN THE EVENT THAT AN EXISTING UTILITY IS DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY AND THE UTILITY COMPANY (IF APPLICABLE) IMMEDIATELY.
- THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO ENSURE THAT THE EXISTING FACILITIES REMAIN FULLY OPERATIONAL DURING ALL STAGES OF CONSTRUCTION.
- ANY STRUCTURE AND/OR OBSTRUCTION WHICH REQUIRES REMOVAL OR RELOCATION RELATING TO THIS PROJECT SHALL BE DONE SO AT THE CONTRACTOR'S EXPENSE.
- SIDE SEWERS SHALL BE INSTALLED IN ACCORDANCE WITH CITY STANDARD DWGS S-5A AND S-5C. INSTALLATION WORK SHALL BE DONE IN ACCORDANCE WITH THE WASHINGTON INDUSTRIAL SAFETY AND HEALTH ACT (WISHA).
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL AND 18" OF VERTICAL CLEARANCE BETWEEN WATER AND SANITARY SEWER LINES. IF THIS CRITERIA CANNOT BE MET, THE CONTRACTOR SHALL PROVIDE ENCASEMENT PER SECTION C1-9.1 OF THE WASHINGTON DEPARTMENT OF ECOLOGY CRITERIA FOR SEWAGE WORKS DESIGN MANUAL.
- ALL SEWER PIPE SHALL BE PVC OR DUCTILE IRON. PVC SEWER PIPE SHALL CONFORM TO ASTM D-3034, SDR35 FOR PIPE SIZES 15-INCH AND SMALLER, DUCTILE IRON PIPE SHALL BE CLASS 51 OR GREATER UNLESS OTHERWISE NOTED. TRENCHING, BEDDING, AND BACKFILL SHALL BE IN ACCORDANCE WITH CITY STANDARD DWG S-2. MINIMUM COVER ON PVC PIPE SHALL BE 3.0 FEET. MINIMUM COVER ON DUCTILE IRON PIPE SHALL BE 1.0 FOOT.
- PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL VERIFY THAT THE LINE AND GRADE OF THE MAIN MEETS THE CITY OF ORTING STANDARDS. IMMEDIATELY PRIOR TO STARTING THE VIDEO INSPECTION, THE CONTRACTOR SHALL FLUSH THE MAINS AND INSERT A VISIBLE DYE (COLOR AS APPROVED BY THE CITY) INTO THE MAINS TO AID IN IDENTIFYING THE DEPTHS OF ANY PONDS ENCOUNTERED DURING THE INSPECTION. PONDED DEPTHS THAT EXCEED 1/2 INCH WILL REQUIRE THE MAIN TO BE REPAIRED UNLESS OTHERWISE APPROVED BY THE CITY.
- SEWER SHALL BE TESTED ACCORDING TO SECTION 7-17 OF THE LATEST EDITIONS OF THE CITY OF ORTING DEVELOPMENT STANDARDS AND WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION.
- ALL SANITARY SEWER PIPING SPECIFIED AS DUCTILE IRON SHALL BE PRESSURE TESTED TO ENSURE WATER TIGHTNESS PRIOR TO BACKFILLING.
- ALL DUCTILE IRON PIPE FOR SANITARY SEWER APPLICATIONS SHALL BE LINED WITH PROTECTO 401 CERAMIC EPOXY OR APPROVED EQUAL.
- FIELD LOK GASKETS ARE REQUIRED ON ALL DUCTILE IRON PIPE FOR SANITARY SEWER APPLICATIONS.

CALL 48 HOURS BEFORE YOU DIG DIAL 811

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

OVFR's review limited to providing input on operational issues only. OVFR has not reviewed the plans for Code compliance.

	PAS	06.24.20	Date:
	PAS	06.21.20	
	Int.		

	PER CITY COMMENTS	
	PER CITY COMMENTS	



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429 29TH STREET, SUITE D
POVALLUP, WA 98072
Bus: (360) 848-4282
ceservices@cesnwinc.com

BELFAIR ESTATES
SEWER NOTES & DETAILS

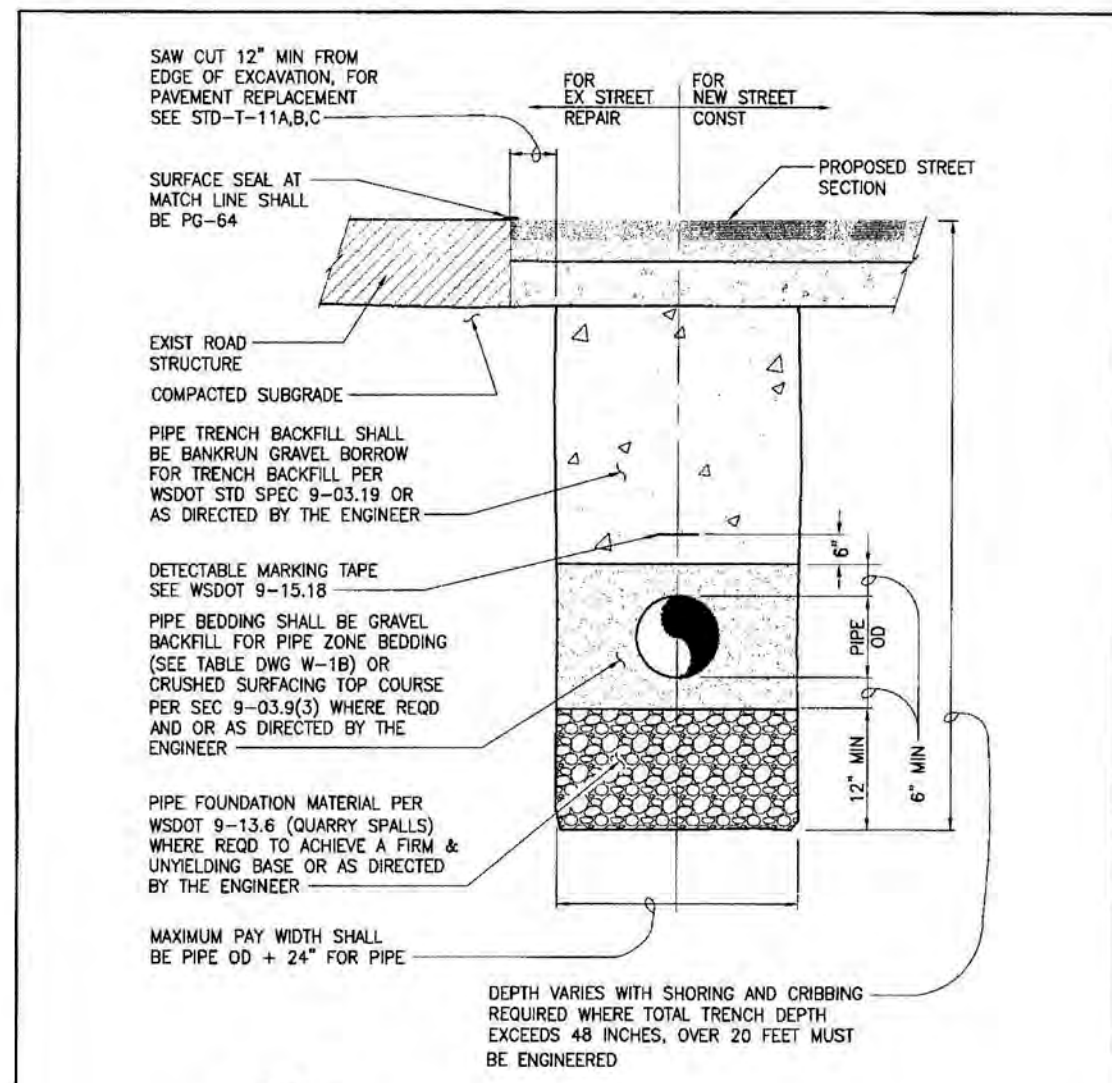
Project: BELFAIR ESTATES
Client: HARMAN DEVELOPMENT, LLC
618 HARMAN WAY SOUTH ORTING, WA

Designed:	DPS
Drawn:	RWG
Checked:	DPS
Scale:	AS NOTED
Date:	06.21.21
Job No.:	19070
Sheet No.:	C21
	21 of 22 Sheets

BELFAIR ESTATES

A PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 32, TWP. 19 N., RGE. 5 E
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

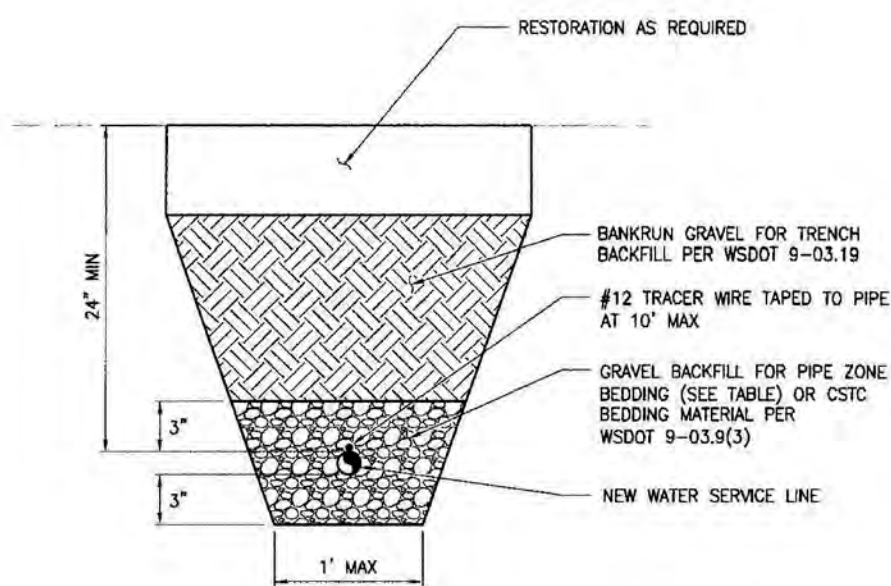
ASBUILT RECORD NOTE
THE SHOWN HORIZONTAL AND VERTICAL LOCATIONS OF THE STORM DRAINAGE AND ROAD SYSTEMS WAS FIELD SURVEYED BY ME OR UNDER MY DIRECTION. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.



- NOTES**
- ALL BACKFILL SHALL BE COMPACTED TO 90% OPTIMUM DENSITY.
 - FOR PIPE COVER LESS THAN 36\"/>

CITY OF ORTING
TYPICAL TRENCH AND BEDDING SECTION FOR DIP WATERMAIN

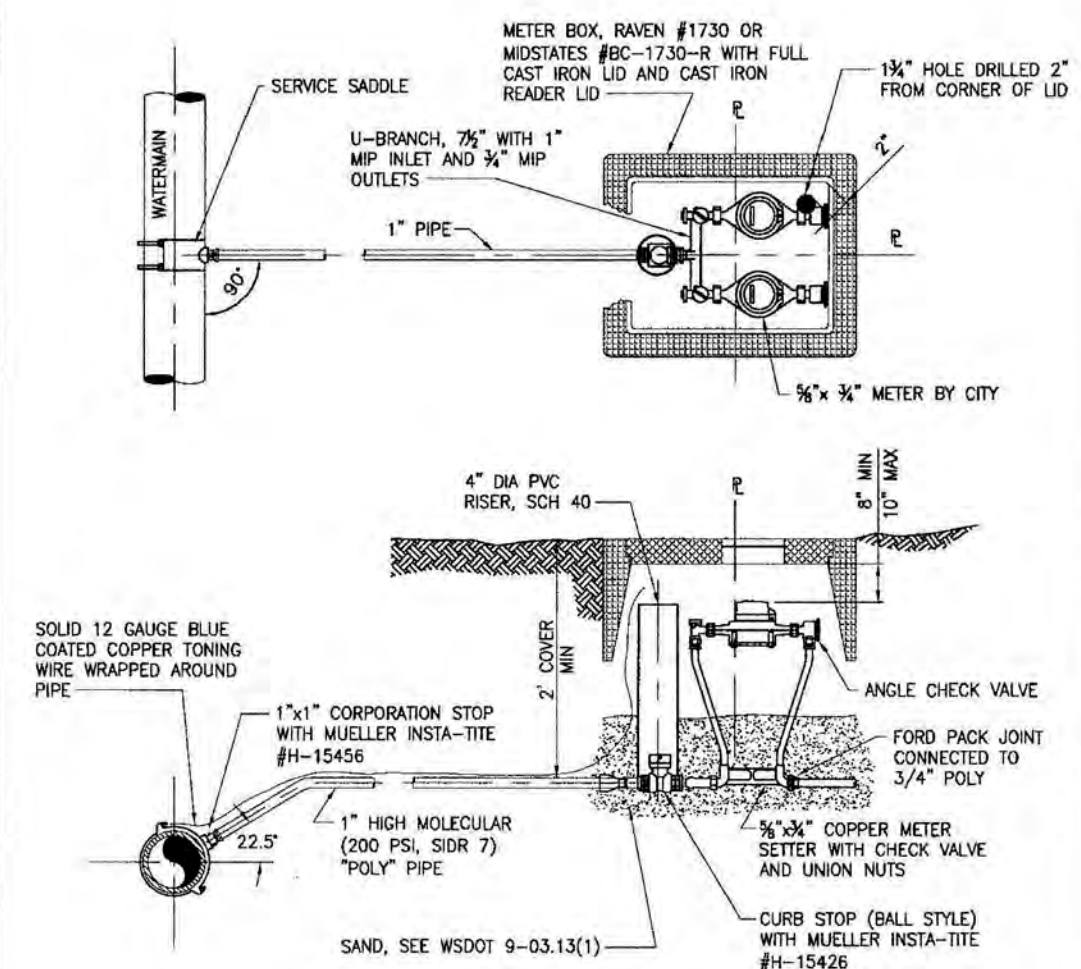
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-1A
FILE NAME: STD-W-1A



SIEVE SIZE	PERCENT PASSING
3/4\"/>	

CITY OF ORTING
WATER SERVICE AND BEDDING WITHIN RIGHT-OF-WAY

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-1B
FILE NAME: STD-W-1B



- NOTES**
- FOR SINGLE METER SERVICE, SEE NOTE 9, STD-W-2B.
 - SEE STD-W-2B FOR ADDITIONAL DOUBLE & SINGLE METER NOTES.

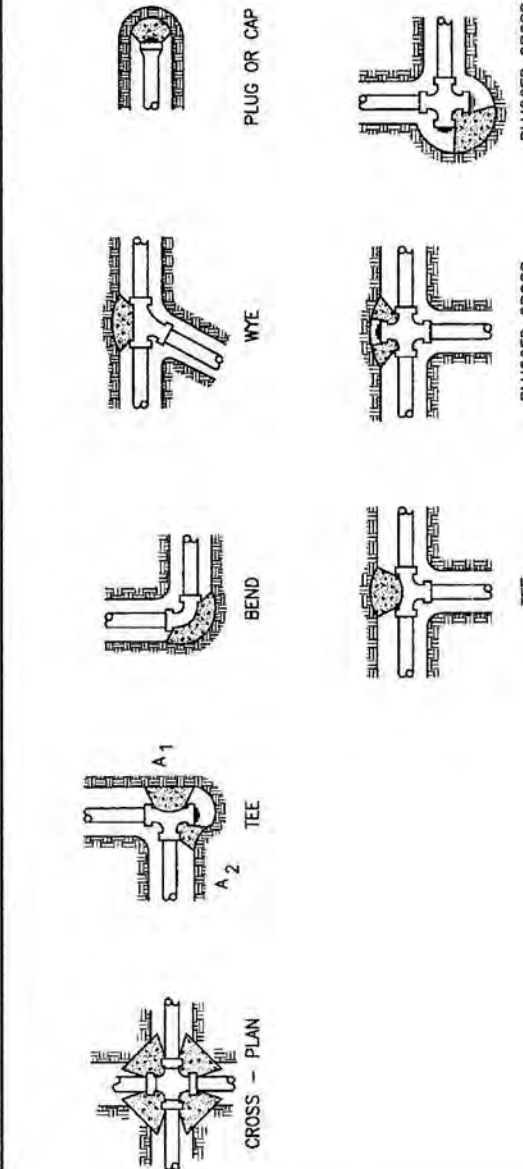
CITY OF ORTING
5/8\"/>

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-2A
FILE NAME: STD-W-2A

- NOTES**
- THE CITY SHALL SUPPLY AND INSTALL THE METER AT TIME OF OCCUPANCY.
 - THE WATER METER SHALL BE LOCATED ON THE PROPERTY LINE OR AS DIRECTED BY THE CITY.
 - ALL CONNECTIONS OF \"POLY\" PIPING SHALL BE MUELLER INSTA-TITE.
 - SERVICE SADDLE: ROMAC 202'S OR FORD FS202. ALL SERVICE SADDLES SHALL HAVE RUBBER GASKET AND IP THREADS.
 - CORPORATION STOP: FORD FB500-4, AYMCODNALD 3131B, MUELLER B-20013.
 - CURB STOP: FORD B-11-444, AYMCODNALD 6101-IN, MUELLER B-20283.
 - U-BRANCH: FORD U-88-43, AYMCODNALD 08UM, MUELLER H15364.
 - METER SETTERS: FORD VBH72-15W-11-33, AYMCODNALD 20-215WDD33, MUELLER B-2404-2 3/4\"/>

CITY OF ORTING
5/8\"/>

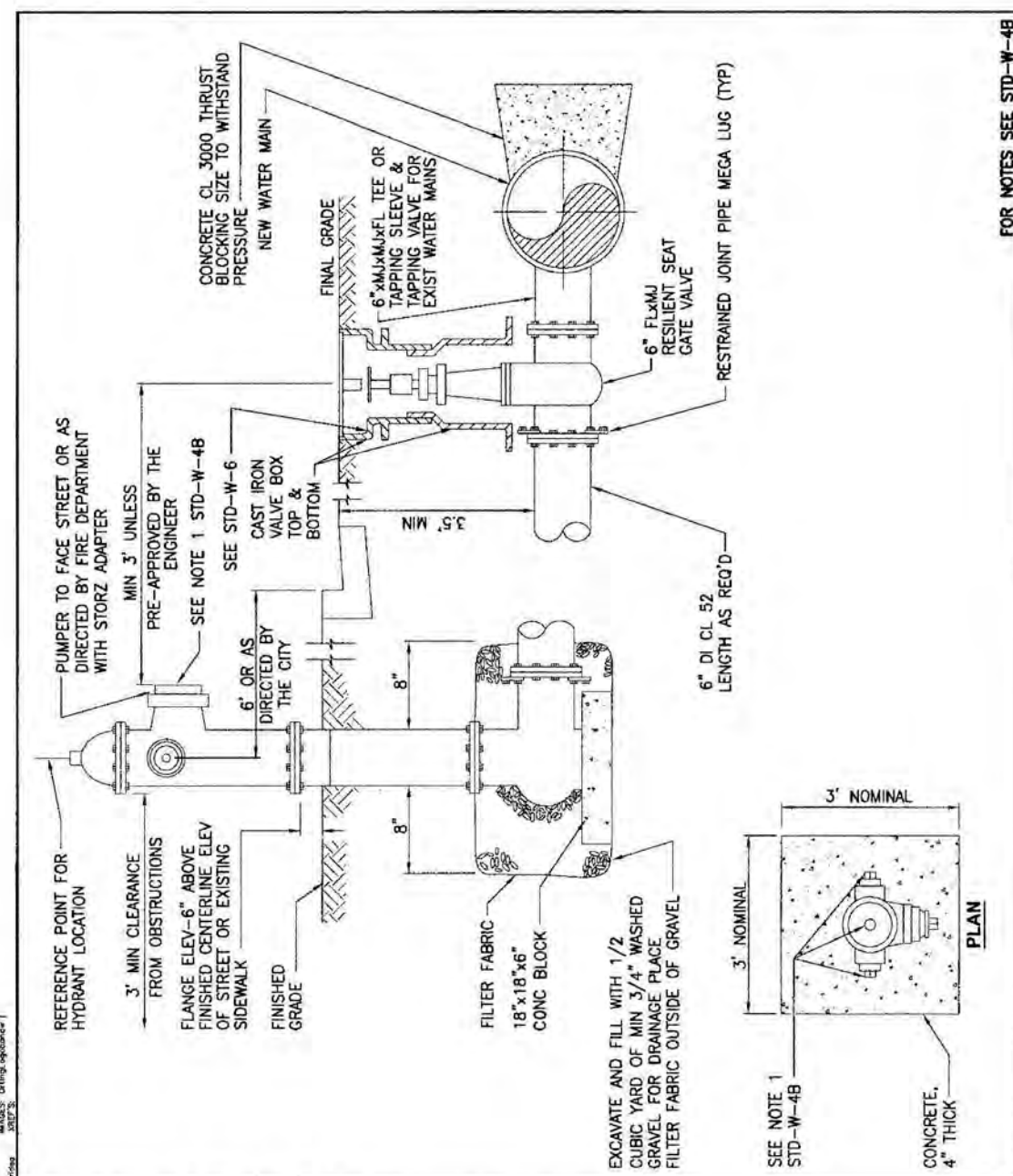
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-2B
FILE NAME: STD-W-2B



- NOTES**
- FITTINGS FLANGED TOGETHER, I.E. VALVES TO TEES ETC., ARE NOT INDICATED FOR CLARITY.
 - REPAIR USED IN THRUST BLOCKS SHALL BE ASPHALT TREATED AS FOR SHAKALE ROADS.
 - CONCRETE SHALL NOT BE POURED ABOVE THE PIPE SPRINGLINE IN THRUST BLOCKS WITH REBAR.
 - FITTINGS SHALL BE PROTECTED FROM CONCRETE WITH PLASTIC FILM W/2\"/>

CITY OF ORTING
THRUST BLOCKING

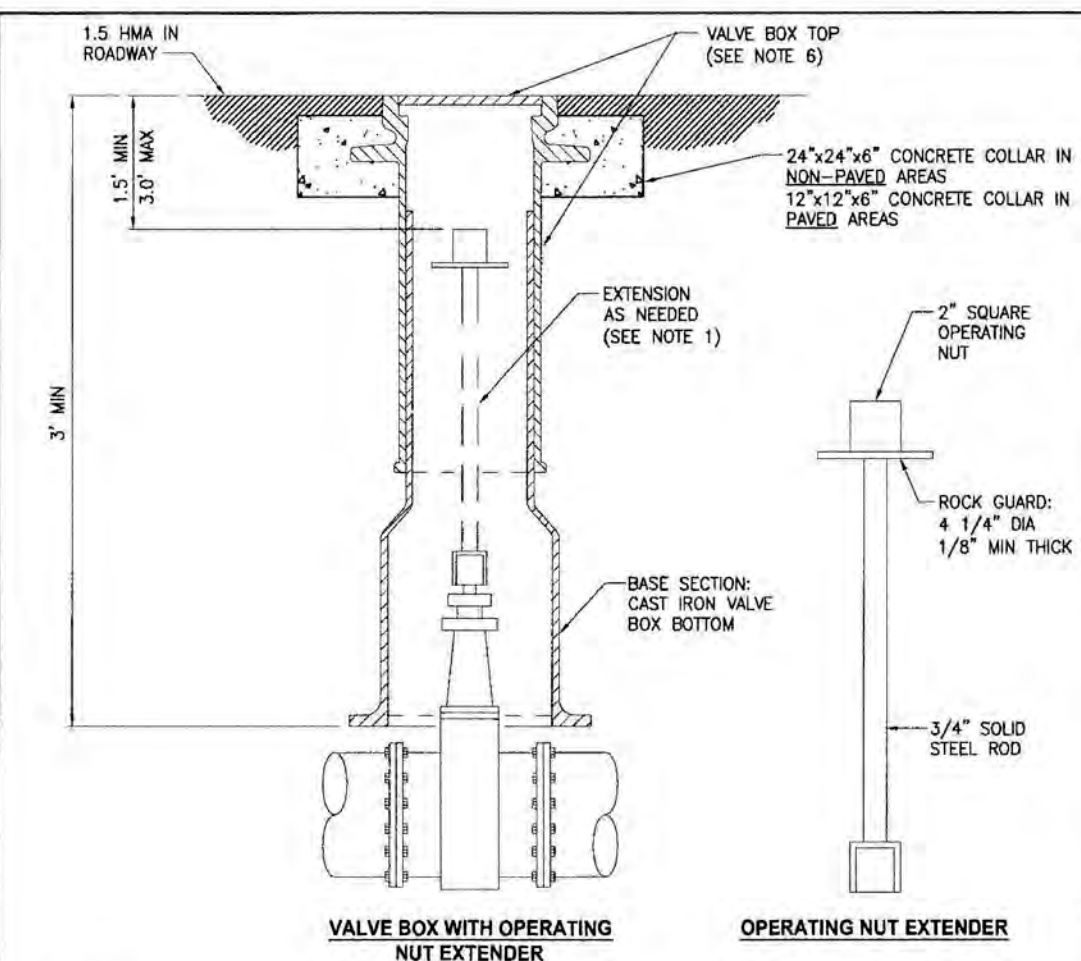
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-8
FILE NAME: STD-W-8



- NOTES**
- FIRE HYDRANT SHALL BE A CENTER OPERATING VALVE SUCH AS M&H, DRESSER, CLOW MEDALION OR APPROVED EQUIVALENT MEETING ANNA STDS C502. ALL OPERATING NUTS SHALL BE 1 1/4\"/>

CITY OF ORTING
STANDARD FIRE HYDRANT NOTES

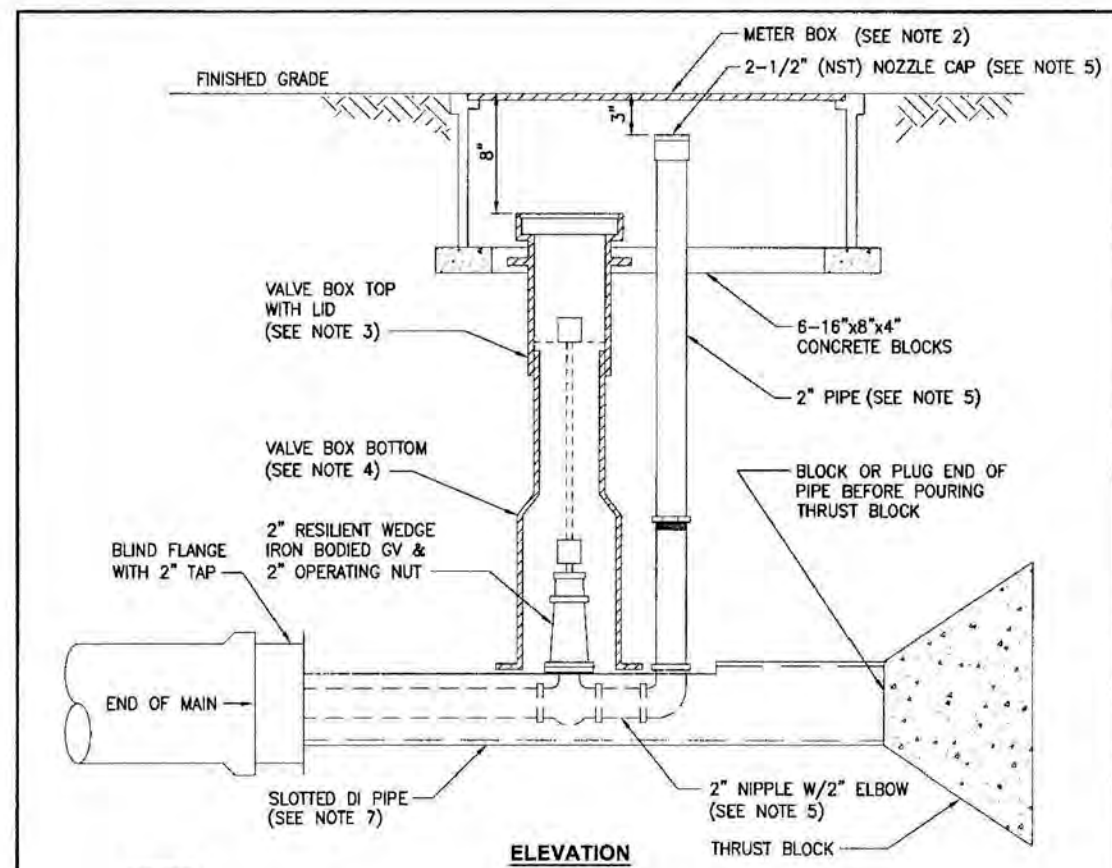
SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-4B
FILE NAME: STD-W-4B



- NOTES**
- EXTENSIONS ARE REQUIRED WHEN VALVE NUT IS MORE THAN FOUR FEET BELOW FINISHED GRADE.
 - EXTENSIONS SHALL BE A MINIMUM OF ONE FOOT LONG.
 - EXTENSIONS SHALL BE SIZED AS NOTED, AND PAINTED WITH TWO COATS OF METAL PAINT.
 - EXTENSIONS ARE AS AVAILABLE FROM HD POWLER OR US FILTER WATERWORKS.
 - LUGS OR STAINLESS CAP SCREWS ON COVER SHALL BE ALIGNED WITH DIRECTION OF WATER FLOW.
 - CAST IRON VALVE BOX TOP WITH COVER MARKED \"WATER\", 5 7/8\"/>

CITY OF ORTING
VALVE BOX & OPERATING NUT EXTENDER

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-6
FILE NAME: STD-W-6



- NOTES**
- THE FOLLOWING ITEMS ARE PRE-APPROVED. ALL OTHERS REQUIRE WRITTEN APPROVAL OF THE CITY ENGINEER.
 - REINFORCED CONCRETE NO. 2 BOX WITH 3/8\"/>

CITY OF ORTING
END OF MAIN 2\"/>

SCALE: NO SCALE APPROVAL DATE: DRAWING NO. W-7B
FILE NAME: STD-W-7B

CITY OF ORTING
APPROVED FOR CONSTRUCTION

CITY ADMINISTRATOR _____ DATE _____
CITY ENGINEER _____ DATE _____
FIRE CHIEF _____ DATE _____

OVR's review limited to providing input on operational issues only. OVR has not reviewed the plans for Code compliance.

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C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
429 29TH STREET, SUITE D POKILOUP, WA 98072
Phone: (253) 646-6282
ceservices@cesnwinc.com

BELFAIR ESTATES WATER NOTES & DETAILS

Project: 619 HARMAN WAY SOUTH ORTING, WA
Client: HARMAN DEVELOPMENT, LLC

Designed: DPS
Drawn: RWG
Checked: DPS

Scale: AS NOTED
Date: 06.21.21
Job No.: 19070

Sheet No.: **C22**
22 of 22 Sheets



JECB

**Geotechnical Engineering
Special Inspections
Materials Testing
Construction Inspections**

Date: 8-15-20

Project: Belfair Estates- Orting

File #: 20-0017

**LLOYD ENTERPRISES
34667 PACIFIC HWY S
FEDERAL WAY, WA. 98003**

Attn: Mr. Randy Lloyd

Re: Pond Bottom Soils
Project: Belfair Estates
619 Harman Way South
Orting, WA.

To Whom It May Concern:

This letter summarizes the results of our particle size analysis (ASTM D422) testing at the above referenced site in Orting, WA. and our recommendations for the Pond Bottom Soils. Sampling was done by our field inspector in the Pond Bottom.

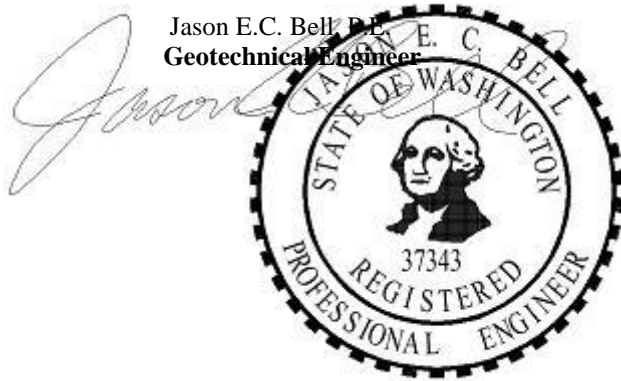
Sampling was performed on the native Pond Bottom soils to verify that the soils meet the requirements of the submitted and approved plans and specifications "Pond Liner Note" and Table 4.3- Compacted Till Liners. This required particle size analysis (ASTM D422) testing. It was established that the sample met project plans and specification requirements for Compacted Till Liners.

The current pond bottom soils analysis meets the specified gradation put forth in Table 4.3- "Compacted Till Liners". The Pond Liner Notes in the Plans assumes that the soils will be imported. This requires them being placed and compacted in 6 inch lifts. Since the current pond bottom soils meet the required gradation it is our opinion that the pond bottom soils not be disturbed and instead left in-place. Since the pond bottom soils consist of cut soils and not fill we do not see any reason to compact the pond bottom soils. See attached tests for results.

We appreciate this opportunity to be of service to you and we look forward to working with you in the future. If you have any questions concerning the test results, the procedures used, or if we can be of any further assistance please call on us at **(253) 405-4654**.

Respectfully Submitted,
JECB

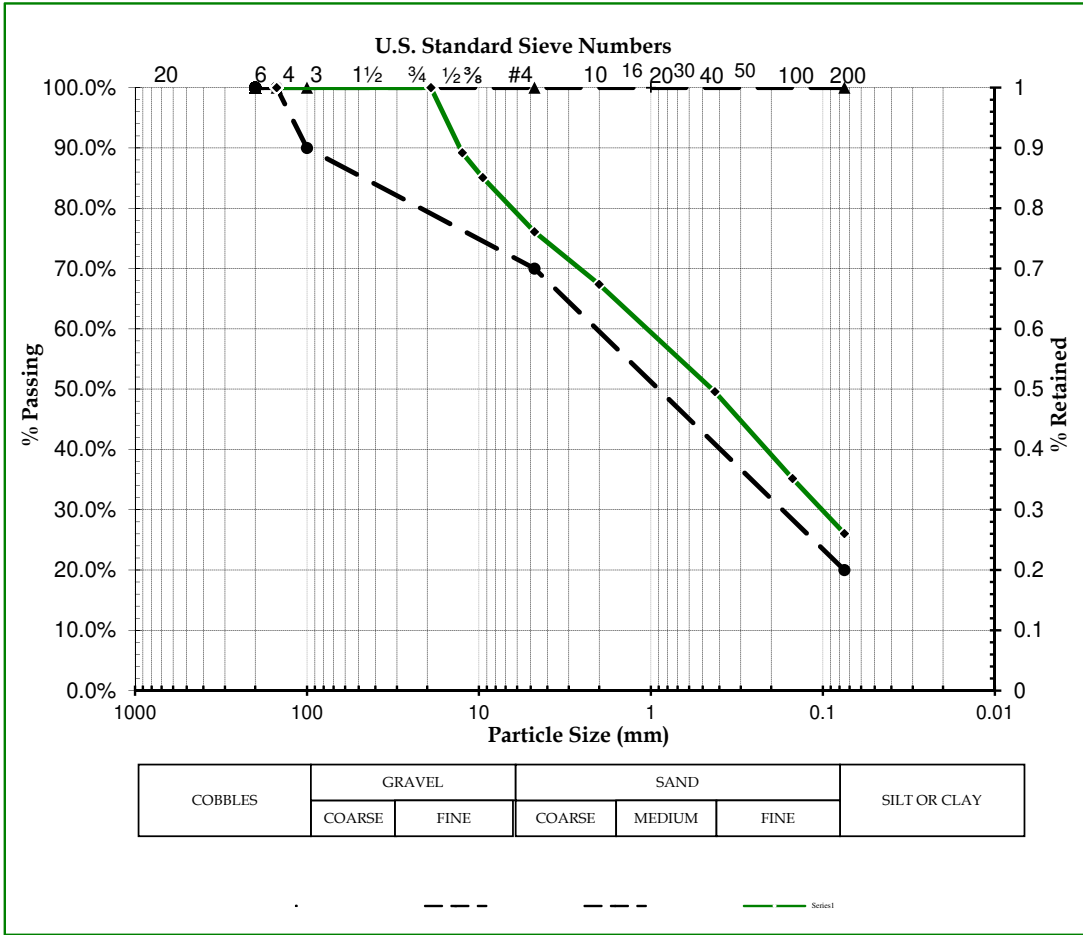
Jason E.C. Bell, P.E.
Geotechnical Engineer



Jamie Hicks,
Technical Director /Field Supervisor

JECB Sieve Report

Date Received: 8/4/20	Sample Description: Native from Pond Bottom	Source: Native	Unified Soils Classification System: SM, Silty Sand with Gravel
Project: Belfair Estates	Location: Pond Bottom	Sample #: 20-0034	Specifications: Pond Bottom Till Liner



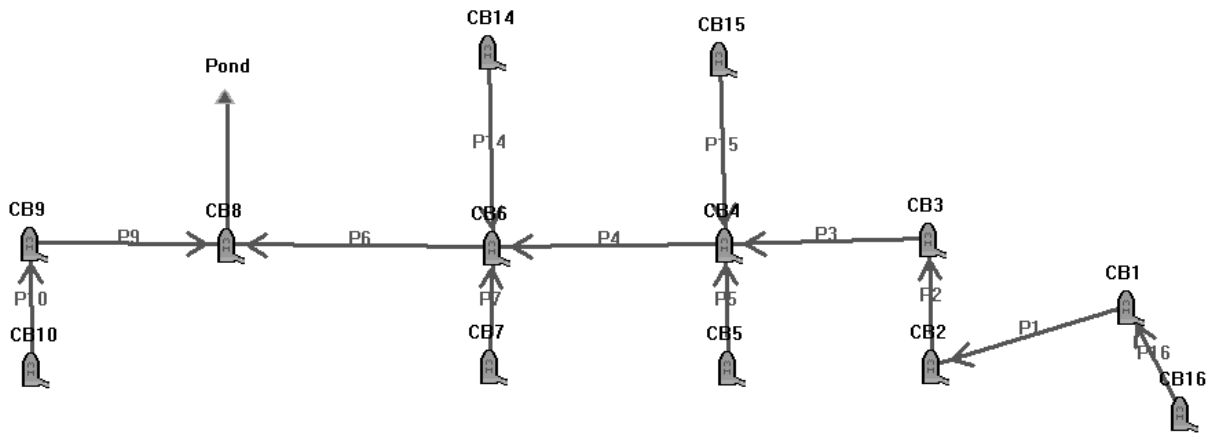
Sample Meets Specs ? Yes
% Gravel: 23.9%
% Sand: 50.0%
% Fines: 26.1%
D ₍₁₀₎ = 0.03 mm
D ₍₃₀₎ = 0.11 mm
D ₍₆₀₎ = 1.35 mm
D ₍₉₀₎ = 7.10 mm
Curvature Coef, C _c : 0.30
Uniformity Coef, C _u : 46.78
Fineness Modulus: 2.82
Dust Ratio (#200/#40): 0.53
Sand/Silt ratio (#10/#200): 2.6
Sand Equivalent: N/A
Fracture count (Sgl/Dbf): N/A

Coarse Aggregate		Actual	Interpolated	Fine Aggregate				Actual	Interpolated	Specs	
		Cumulative	Cumulative	Specs		Cumulative	Cumulative				
Sieve Size	Percent	Percent	Specs	Specs	Sieve Size	Percent	Percent	Specs	Specs	Max	Min
US	Metric	Passing	Passing	Max	Min	US	Metric	Passing	Passing	Max	Min
6.00"	150.00	100.0%	100.0%	100.0%	100.0%	#4	4.75	76.1%	76.1%	100.0%	70.0%
4.00"	100.00	100.0%	100.0%	100.0%	90.0%	#8	2.360		68.5%		
3.00"	75.00	100.0%	100.0%			#10	2.000	67.4%	67.4%		
2.50"	63.00	100.0%	100.0%			#16	1.180		58.1%		
2.00"	50.00	100.0%	100.0%			#20	0.850		54.4%		
1.75"	45.00	100.0%	100.0%			#30	0.600		51.6%		
1.50"	37.50	100.0%	100.0%			#40	0.425	49.6%	49.6%		
1.25"	31.50	100.0%	100.0%			#50	0.300		43.0%		
1.00"	25.00	100.0%	100.0%			#60	0.250		40.4%		
7/8"	22.40	100.0%	100.0%			#80	0.180		36.7%		
3/4"	19.00	100.0%	100.0%			#100	0.150	35.2%	35.2%		
5/8"	16.00		95.0%			#140	0.106		29.8%		
1/2"	12.50	89.2%	89.2%			#170	0.090		27.9%		
3/8"	9.50	85.1%	85.1%			#200	0.075	26.1%	26.1%	100.0%	20.0%
1/4"	6.30		79.0%								

ROUTEHYD [] THRU [To Pond] USING TYPE1A AND [25 yr] NOTZERO RELATIVE

Reach	Area	Flow	Full Q	% Full	nDepth	Size	nVel	fVel	CBasin / Hyd
----	ac	cfs	cfs	ratio	ft	----	ft/s	ft/s	-----
P14	0.6000	0.3858	2.9219	0.13	0.2454	12" Diam	2.5789	3.7202	CB14
P7	1.2000	0.7716	4.3614	0.18	0.2847	12" Diam	4.1870	5.5531	CB7
P15	0.5100	0.3260	3.1678	0.10	0.2167	12" Diam	2.6005	4.0334	CB15
P5	0.6400	0.4117	2.7366	0.15	0.2621	12" Diam	2.5081	3.4843	CB5
P16	0.5800	0.3728	7.8964	0.05	0.1479	12" Diam	5.1516	10.0540	CB16
P1	1.4400	0.9241	4.1087	0.22	0.3224	12" Diam	4.2217	5.2314	CB1
P2	1.8600	1.1933	0.7740	1.54	-1.0000	12" Diam	1.5417	0.9855	CB2
P3	2.1600	1.3847	8.4621	0.16	0.4104	18" Diam	3.5312	4.7886	CB3
P4	3.9600	2.5391	8.3848	0.30	0.5662	18" Diam	4.1582	4.7449	CB4
P6	6.7900	4.3564	8.5767	0.51	0.7570	18" Diam	4.8725	4.8534	CB6
P10	0.4400	0.2821	3.1202	0.09	0.2032	12" Diam	2.4666	3.9727	CB10
P9	0.5400	0.3469	4.6763	0.07	0.1843	12" Diam	3.4874	5.9540	CB9
P8	7.3300	4.7034	29.2470	0.16	0.4068	18" Diam	12.1437	16.5504	

From Node	To Node	Rch Loss	App Head	Bend Loss	Junct Loss	HW Elev	Max El/ Rim El
----	----	ft	ft	ft	ft	ft	ft
	Pond					196.8611	
CB8	Pond	201.6072	0.3687	0.4793	0.0239	201.7417	206.3300
CB6	CB8	202.3939	-----	-----	-----	202.3939	205.5100
CB14	CB6	203.2967	-----	-----	-----	203.2967	205.1500
CB7	CB6	202.9436	-----	-----	-----	202.9436	205.4900
CB4	CB6	203.4018	0.1936	0.0011	0.0681	203.2773	205.6600
CB15	CB4	203.8564	-----	-----	-----	203.8564	205.3900
CB5	CB4	203.3975	-----	-----	-----	203.3975	205.6900
CB3	CB4	203.7501	0.0358	0.0477	-----	203.7619	206.2900
CB2	CB3	204.2177	0.0215	0.0286	-----	204.2248	206.3000
CB1	CB2	204.3317	0.4121	0.4389	-----	204.3586	205.5900
CB16	CB1	204.8534	-----	-----	-----	204.8534	205.8300
CB9	CB8	202.5931	0.0945	0.1257	-----	202.6244	205.5400
CB10	CB9	202.7330	-----	-----	-----	202.7330	205.5300



CB1 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB1	0.55	8.00	0.1903	0.86	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB1

Hyd Method: SBUH Hyd Loss Method: SCS CN Number
Peak Factor: 484.00 SCS Abs: 0.20
Storm Dur 24.00 hrs

	Area	CN	TC
Pervious	0.4500 ac	86.00	0.10 hrs
Impervious	0.4100 ac	98.00	0.10 hrs
Total	0.8600 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.4500 ac

Impervious CN Data:

Imp 98.00 0.4100 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB2 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB2	0.27	8.00	0.0929	0.42	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB2

Hyd Method: SBUH Hyd Loss Method: SCS CN Number
Peak Factor: 484.00 SCS Abs: 0.20
Storm Dur 24.00 hrs

	Area	CN	TC
Pervious	0.2200 ac	86.00	0.10 hrs
Impervious	0.2000 ac	98.00	0.10 hrs
Total	0.4200 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.2200 ac

Impervious CN Data:

Imp 98.00 0.2000 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB3 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB3	0.19	8.00	0.0661	0.30	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB3

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.1600 ac	86.00	0.10 hrs
Impervious	0.1400 ac	98.00	0.10 hrs
Total	0.3000 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.1600 ac

Impervious CN Data:

Imp 98.00 0.1400 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB4 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB4	0.42	8.00	0.1438	0.65	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB4

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.3400 ac	86.00	0.10 hrs
Impervious	0.3100 ac	98.00	0.10 hrs
Total	0.6500 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.3400 ac

Impervious CN Data:

Imp 98.00 0.3100 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB5 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB5	0.41	8.00	0.1421	0.64	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB5

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.3300 ac	86.00	0.10 hrs
Impervious	0.3100 ac	98.00	0.10 hrs
Total	0.6400 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.3300 ac

Impervious CN Data:

Imp 98.00 0.3100 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB6 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB6	0.66	8.00	0.2278	1.03	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB6

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.5400 ac	86.00	0.10 hrs
Impervious	0.4900 ac	98.00	0.10 hrs
Total	1.0300 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.5400 ac

Impervious CN Data:

Imp 98.00 0.4900 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB7 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB7	0.77	8.00	0.2663	1.20	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB7

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.6200 ac	86.00	0.10 hrs
Impervious	0.5800 ac	98.00	0.10 hrs
Total	1.2000 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.6200 ac

Impervious CN Data:

Imp 98.00 0.5800 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB9 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB9	0.06	8.00	0.0223	0.10	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB9

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.0500 ac	86.00	0.10 hrs
Impervious	0.0500 ac	98.00	0.10 hrs
Total	0.1000 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.0500 ac

Impervious CN Data:

Imp 98.00 0.0500 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB10 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB10	0.28	8.00	0.0974	0.44	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB10

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.2300 ac	86.00	0.10 hrs
Impervious	0.2100 ac	98.00	0.10 hrs
Total	0.4400 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.2300 ac

Impervious CN Data:

Imp 98.00 0.2100 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB14 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB14	0.39	8.00	0.1331	0.60	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB14

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.3100 ac	86.00	0.10 hrs
Impervious	0.2900 ac	98.00	0.10 hrs
Total	0.6000 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.3100 ac

Impervious CN Data:

Imp 98.00 0.2900 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB15 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB15	0.33	8.00	0.1125	0.51	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB15

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.2700 ac	86.00	0.10 hrs
Impervious	0.2400 ac	98.00	0.10 hrs
Total	0.5100 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.2700 ac

Impervious CN Data:

Imp 98.00 0.2400 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

CB16 Event Summary:

BasinID	Peak Q	Peak T	Peak Vol	Area	Method	Raintype	Event
-----	(cfs)	(hrs)	(ac-ft)	ac	/Loss		
CB16	0.37	8.00	0.1287	0.58	SBUH/SCS	TYPE1A	25 yr

Drainage Area: CB16

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur	24.00 hrs		
	Area	CN	TC
Pervious	0.3000 ac	86.00	0.10 hrs
Impervious	0.2800 ac	98.00	0.10 hrs
Total	0.5800 ac		

Supporting Data:**Pervious CN Data:**

Yards 86.00 0.3000 ac

Impervious CN Data:

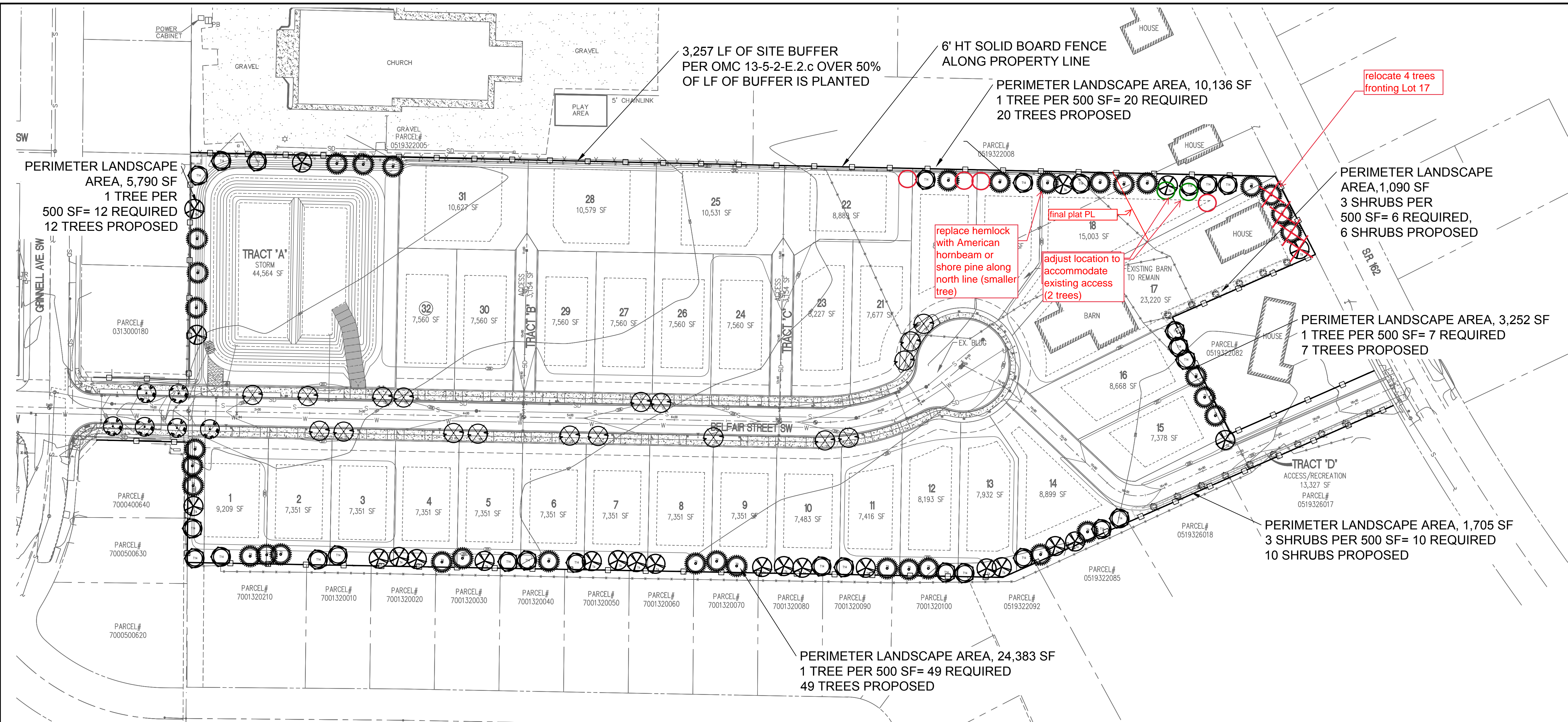
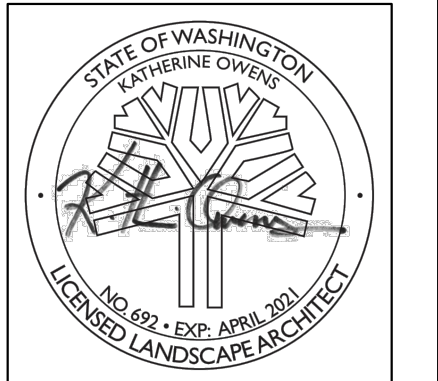
Imp 98.00 0.2800 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min

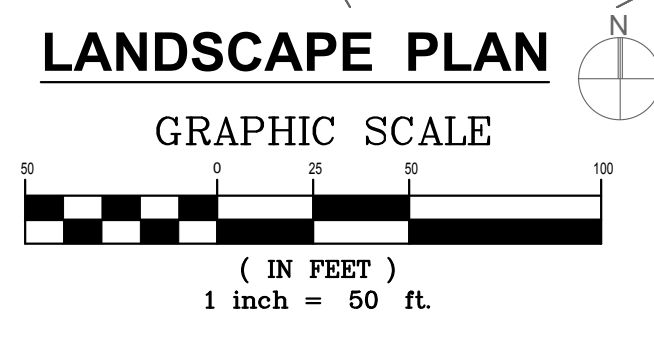
Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TR-55 min	0.00 ft	0.00%	6.0000	6.00 min



PLANT LEGEND

TREES				SHRUBS & GROUND COVERS			
SYMBOL	QTY	DESCRIPTION	SIZE	SYMBOL	QTY	DESCRIPTION	SIZE
	24	<i>Picea omarika</i> Siberian Spruce	6' Ht. Min. Full / Compact		16	<i>Pieris japonica</i> 'Mountain Fire', 'Fire & Ice' or Sim. Lily of the Valley Shrub	2 Gal.
	27	<i>Pinus contorta</i> Shore Pine	6' Ht. Min. Well Formed		+	<i>Arctostaphylos uva-ursi</i> Kinnikinnick @ 24" OC Triangular Spacing	1 Gal.
	36	<i>Tsuga heterophylla</i> Western Hemlock	6' Ht. Min.				
	6	<i>Parrotia persica</i> Persian Ironwood	2" Cal. Well Formed				
	18	<i>Carpinus caroliniana</i> American Hornbeam	2" Cal. Well Formed				



GENERAL LANDSCAPE NOTES

- Contractor is responsible for obtaining all necessary permits from the appropriate agency prior to commencing work. Contractor shall contact Line Locators (811) a min. of 48 hours prior to any digging or trenching. If there are any discrepancies with existing lines and landscaping, it is the contractor's responsibility to contact the landscape architect and request a site visit to address the conflicts. Contractor shall comply and conform to any and all local and state codes for work, schedules and any other project related requirements.
- Contractor shall coordinate directly with the landscape architect for all landscape related issues, concerns, inspections and approvals. Contractor shall provide the landscape architect with a written request for a site visit to address any related items.
- Scope of work shall include any and all specified and unspecified but related incidental work to achieve the design indicated on the landscape plans. All labor, materials, subcontractors, equipment, and related incidental items shall be supplied and installed to achieve a complete project, unless directed otherwise by the general contractor or landscape architect.
- Contractor to verify all sub grades are set below required amendments to insure the finished grade will match what is intended by civil or drainage design. All sub grades and finished or final grades shall be graded to drain to the designed drainage system with positive drainage away from all structures.
- Grade Preparation:**
 - Slopes used for grass plantings or turf shall be less than 3:1 or 33 percent. Otherwise plantings should not require mechanized mowing equipment.

Soil Preparation.

- Where soils are compacted, planting beds should be deep tilled to a depth of at least 6 inches. Soils shall be enhanced through the addition of the following materials: bark and forestry by-products, organic matter such as composted yard waste, organics and other amendments as needed through a soils test. Where Pit Planting, see planting detail for planting ring sizes and depths. Scarify the edges of planting pits to encourage root expansion.
- On project sites where topsoil is limited or nonexistent, a minimum depth of 6 (six) inches of sandy loam topsoil should be tilled into the soil to a depth of 12 inches through all planting areas with compacted soils.
- For all newly planted areas, three cubic yards of composted organic matter per 1,000 square feet of landscape area should be added to a depth of four inches to the top of the soil and Tilled in.
- Seeded areas shall be fine graded and rolled. New Soil depths in lawn areas shall be 4 Inches.
- Street Trees shall be planted per the detail in pits at minimum 2 times the diameter of the root ball.

Mulching of Newly Planted or Replanted Areas.

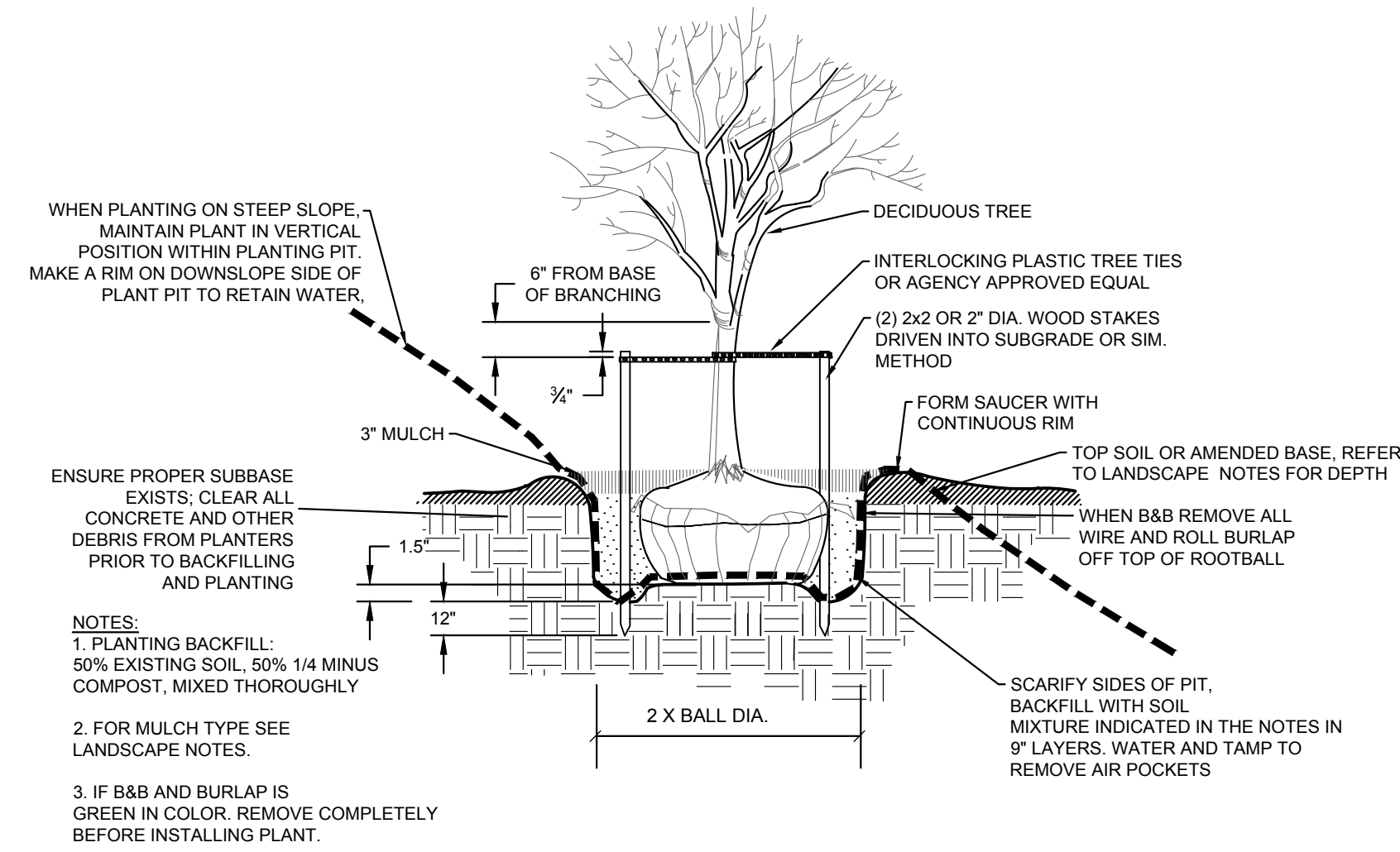
- Mulches must be applied to the following depths: a minimum 3 (three) inches over bare soil, and two inches where plant materials will cover.
- Mulches must include organic materials, such as wood chips and shredded bark.
- Nonporous materials, such as plastic sheeting, shall not be used in any area of the landscape because of down-slope erosion and potential soil contamination from herbicide washing.
- Mulch should be applied regularly to and maintained in all planting areas to assist soils in retaining moisture, reducing weed growth, and minimizing erosion.

- Contractor shall field layout all plant material and contact the landscape architect for a site visit to approve the layout. Any field modifications shall be done by the landscape architect prior to planting.
- Contractor shall immediately notify the landscape architect of any poor drainage condition in landscape areas. No standing water shall be permitted in any landscape areas - either on the surface or below the topsoil. The landscape architect shall coordinate the drainage solution with the general contractor and civil engineer. Once the concerns have been remedied planting shall commence.
- All groundcover to be planted in a triangular spacing formation, equal in all directions to the centers of the groundcovers in distances indicated in the legend. Contractor shall verify all quantities of groundcovers by area calculations and spacing requirements.
- Landscaping is to be per plan. Plant substitutions due to availability or otherwise will be allowed only with landscape architect, owner and agency approval. Any substitutions will be with material of similar size, growth characteristics, and quality.
- All trees must be staked as necessary so as to maintain material in a healthy, vigorous growing condition.
- Landscaping shall be installed in a professional workmanlike manner that is consistent and accepted throughout the industry. All landscape and irrigation work shall be performed by experienced persons familiar with scope of project.
- All landscape material and labor is to be guaranteed for a period of one full year from the time of completion.
- When planting 'Balled and Burlapped' product, remove all burlap, string & wire from any B&B plant material, cut and remove jute strings. Gently place in tact Rootball into planting pit. If rootball breaks or is not solid - the plant is unacceptable and shall be replaced.
- Street trees shall have caliper size of at least 2" measure per American Association of Nurserymen Standards.
- Street trees shall be high branching with canopy that starts at least 6' above finish grade.
- All plant I.D. tags are to remain on the plant material until final inspection has been completed. Once approved all plant I.D. tags shall be removed and discarded appropriately.
- Trees shall be cared for in accordance with the American National Standards Institute (ANSI) standard practices for trees, shrubs and other woody plant maintenance (ANSI 300) in order to allow them to reach their mature height and form.
- Pruning of street trees shall be performed per the ANSI 300 standards so as to maintain the natural form of the tree, encourage vigorous growth to a mature spread and height, and avoid weakening the tree to create a hazard. Street trees shall not be topped pollarded, or otherwise pruned in a manner contrary to these goals, unless there is no practicable alternative that would preserve essential utility services.
- Plant material selected is drought tolerant or native species. The project proponent shall be responsible for maintaining and watering all plant material throughout the first growing season and in times of drought. Temporary irrigation shall be provided via TREE GATOR BAGS attached to each tree. A temporary method for watering the planting areas shall consist of minimally a hose bib access to the area and drip hoses on a battery operated hose bib timer. For planting warranties from contractor to be ensured, contractor shall be responsible for watering the plant material and keeping the mulch ring weed free for the first growing season as part of the contract.

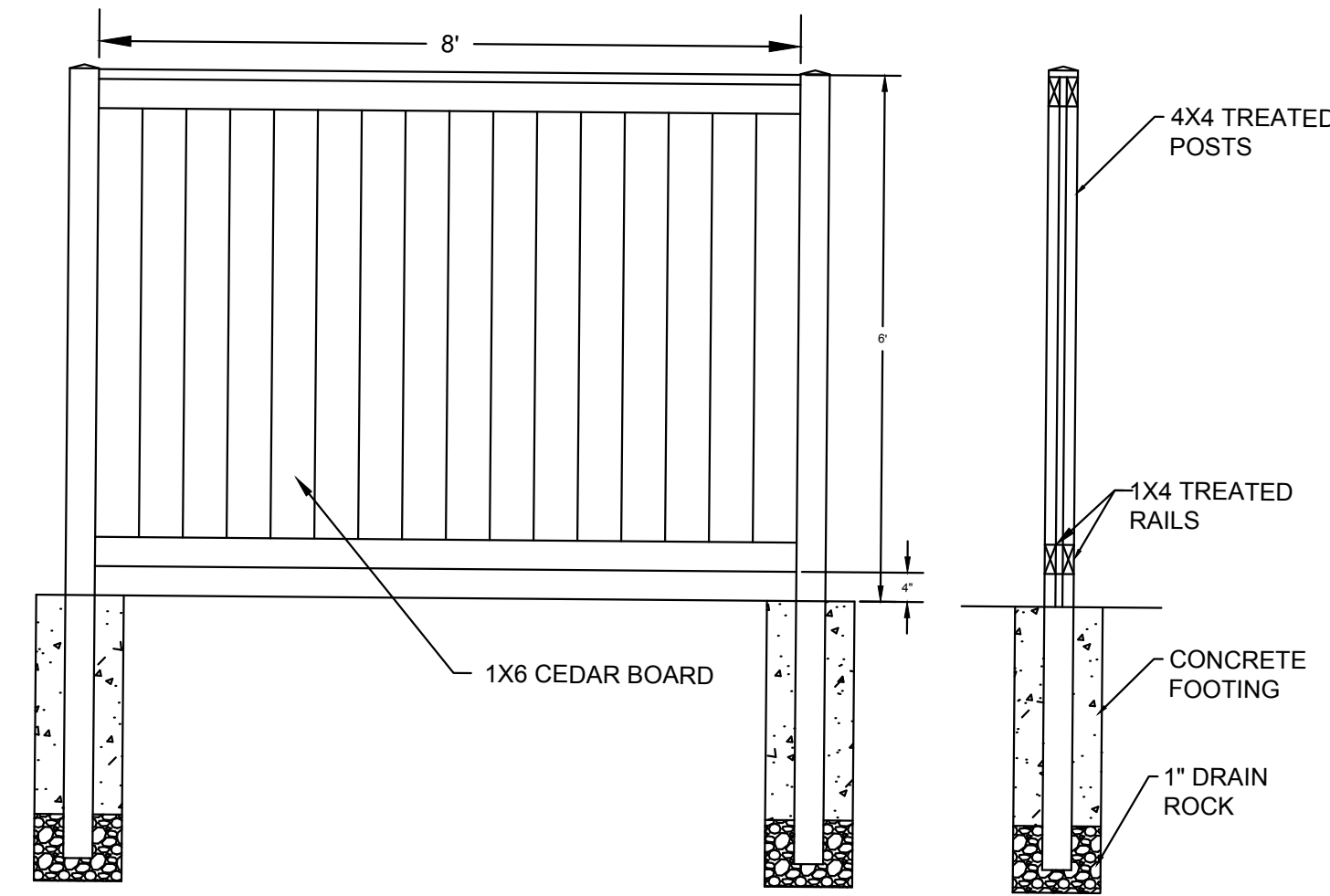
It is recommended to install the landscaping in the Spring (February - April) or Fall (October - December) when dormant but before hard freeze.

TEMPORARY IRRIGATION

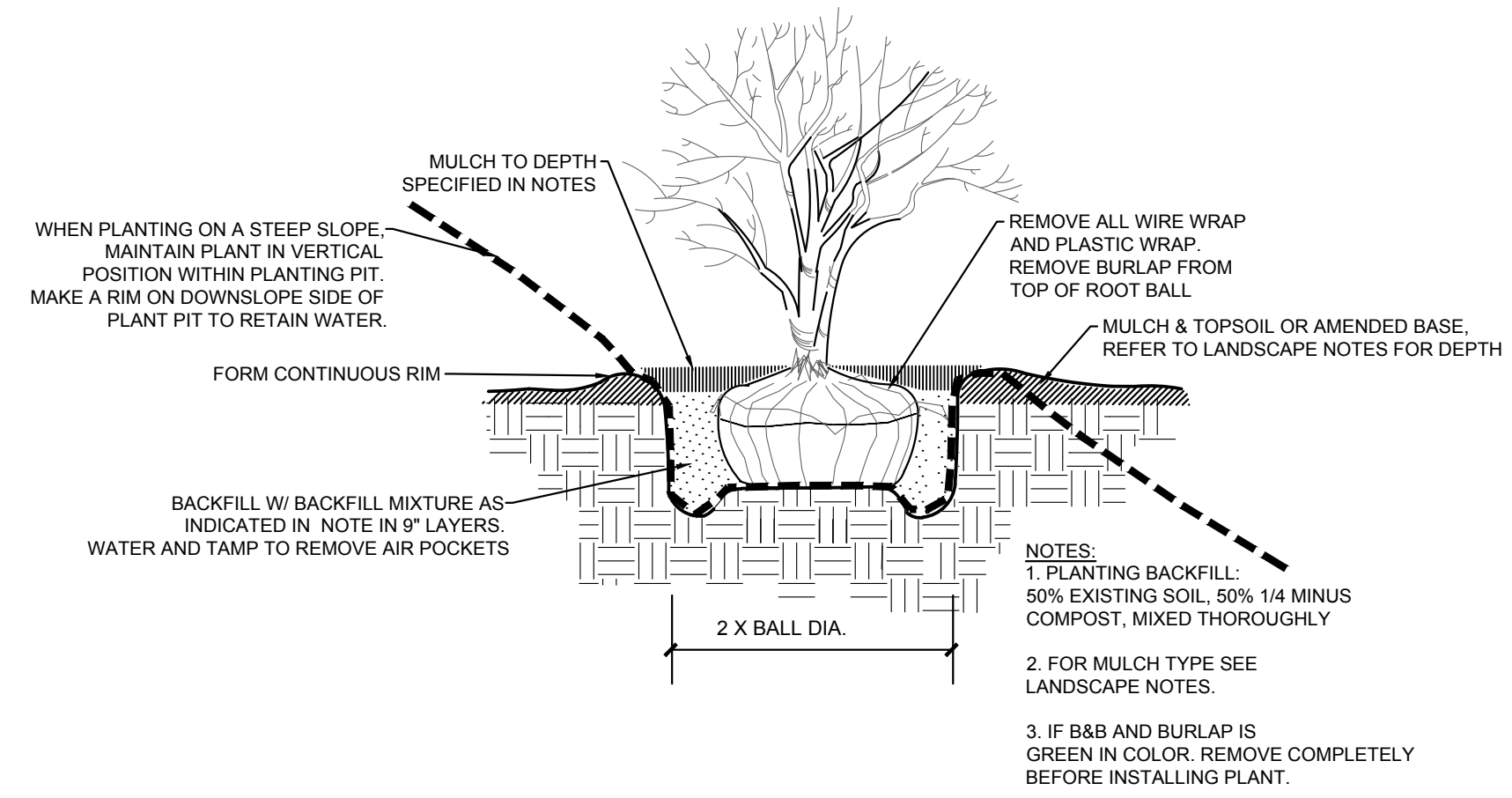
The project proponent shall ensure that a minimum of **one (1) inch of water is supplied each week** to the restoration area between May 1 and October 15 for a least the first two years following initial planting. The calculated amount of required water shall include both natural rainfall and temporary irrigation.



DECIDUOUS TREE PLANTING & STAKING DETAIL
No Scale



6 FOOT HIGH SOLID BOARD FENCE DETAIL
SCALE: N.T.S.



SHRUB PLANTING DETAIL
No Scale

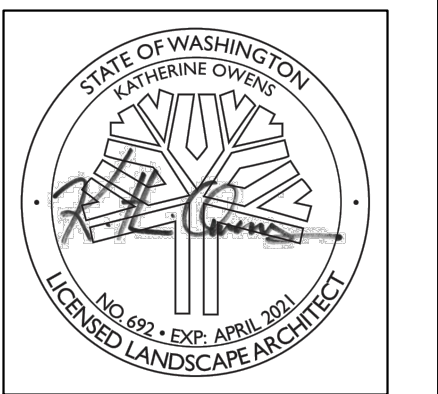


PROJECT:
BELFAIR ESTATES
619 HARMAN WAY SOUTH
ORTING, WA 98360
HARMAN DEVELOPMENT, LLC
619 HARMAN WAY SOUTH
ORTING, WA 98360

REVISIONS:

DRAWING ISSUED FOR:

AGENCY
REVIEW
DATE: JANUARY 16, 2020



PROJECT NO.: 2003
FILE NAME: 2003LSB
X-REFS:
DRAWN BY: NBD
CHECKED BY: KLO
PLOT SCALE: 1:1
DRAWING SCALES: NO SCALE

DRAWING CONTENTS
LANDSCAPE
NOTES
& DETAILS

DRAWING NO.:

L2

2 OF 2



Know what's below.
Call before you dig.

From: [Jenny Cho](#)
To: [Don Babineau](#)
Subject: RE: Belfair Estates Final Plat - Orting CES#19070
Date: Friday, May 21, 2021 1:46:55 PM

It's approved. We will sign it off when the taxes are paid. Thank you Don.

From: Don Babineau <dbabineau@cesnwinc.com>
Sent: Friday, May 21, 2021 1:35 PM
To: Jenny Cho <jenny.cho@piercecounitywa.gov>
Subject: RE: Belfair Estates Final Plat - Orting CES#19070

Here you go Jenny.

And thank you so much for your prompt service!

Don Babineau
Senior Planner

CES ♦NW

429 29th Street NE – Ste D
Puyallup, WA 98372
253.848.4282
dbabineau@cesnwinc.com

From: Jenny Cho <jenny.cho@piercecounitywa.gov>
Sent: Friday, May 21, 2021 12:39 PM
To: Don Babineau <dbabineau@cesnwinc.com>
Subject: RE: Belfair Estates Final Plat - Orting CES#19070

Hi Don,

The Tract A is missing from sheet 1. Please email me the revision and I will approve it.

Thank you.

From: Don Babineau <dbabineau@cesnwinc.com>
Sent: Wednesday, May 19, 2021 4:25 PM
To: Jenny Cho <jenny.cho@piercecounitywa.gov>
Subject: RE: Belfair Estates Final Plat - Orting CES#19070

Hi Jenny,

Attached is the revised final plat addressing your comments. We confirmed the storm tract will be private and have adjusted the notes accordingly. Please also note the city has approved the

additional name on the final plat to read "Tahoma Valley Estates also known as Belfair Estates". We understand the review fees will need to be paid prior to recording.

Please review so we can submit your approval email to Orting for a complete application.

Thank you,

Don Babineau
Senior Planner

CES •NW

429 29th Street NE - Ste D
Puyallup, WA 98372
253.848.4282
dbabineau@cesnwinc.com

From: Jenny Cho <jenny.cho@piercecounitywa.gov>
Sent: Friday, May 14, 2021 12:10 PM
To: Don Babineau <dbabineau@cesnwinc.com>
Subject: RE: Belfair Estates Final Plat - Orting CES#19070

Hi Don,

Please find attached review comments.

Thank you.

From: Don Babineau <dbabineau@cesnwinc.com>
Sent: Wednesday, May 5, 2021 4:13 PM
To: Jenny Cho <jenny.cho@piercecounitywa.gov>
Subject: Belfair Estates Final Plat - Orting CES#19070

Hi Jenny,

Attached is another final plat in City of Orting jurisdiction which requires your review.

Please contact me with questions or concerns.

Thank you,

Don Babineau
Senior Planner

CES •NW

429 29th Street NE - Ste D

Puyallup, WA 98372
253.848.4282
dbabineau@cesnwinc.com

CITY OF ORTING

DETERMINATION OF NON-SIGNIFICANCE

Application Number: 2017-01
Applicant Name: Abbey Road Land Development Group, LLC.
Address of Proposal: 619 Harman Way, S. Orting, Washington 98360, Parcels 0519322019 and 0519322082, Section 32, Township 19, Range 05.

SUMMARY OF PROPOSED ACTION

The Applicant has applied for approval of a Preliminary Planned Subdivision of 9.54 acres to create 32 new single family lots with private storm water management tracts.

The City has made this SEPA Determination in accordance with Chapter 5, Title 5, Orting Municipal Code: SEPA - Environmental Determination.

SEPA DETERMINATION: DNS DNS with conditions
 DNS involving non-exempt grading or demolition or involving another agency with jurisdiction

BACKGROUND DATA

Site Location: The subject site is located in the southern part of the City between Grinnell Avenue SW and Harman Way (SR 162).
Zoning: Residential Urban
Parcel Size: Approximately 9.54 acres
Existing Use: Vacant (an existing residence and accessory buildings are located on a 1.35 parcel that will be Lot 32).
Zoning in Vicinity: Residential Urban
Uses in Vicinity: Single family residences, vacant

Proposal Description: Development of a subdivision for detached dwellings, street, stormwater management tract, and a homeowners' association.

Public Comment: Comments may be submitted in writing or delivered orally up to the closing of the Public Hearing in February, 2017.

SEPA DETERMINATION

Environmental review resulting in a Threshold Determination is required pursuant to the State Environmental Policy Act (SEPA), WAC 197-11, and the Orting SEPA Ordinance (Orting Municipal Code Title 5, Chapter 5.) The information in the application and the experience of the lead agency with review of similar projects form the basis for this analysis and decision.

The City has analyzed the application submitted by the project applicant; reviewed the project plans and any additional information in the file have been considered. As indicated in the record, this action will result in adverse impacts to the environment. However, due to their temporary nature and limited effects, the impacts are not expected to be significant, or suitable mitigation measures have been identified to address the impacts.

DECISION

This decision was made after review by the responsible official on behalf of the lead agency of the prior environmental review and other information submitted with this application and on file with the responsible department. This constitutes the Threshold Determination and form. The intent of this declaration is to satisfy the requirement of the State Environmental Policy Act (RCW 43.21.C), including the requirement to inform the public of agency decisions pursuant to SEPA.

[X] Determination of Non-Significance. This proposal has been determined to not have a significant adverse impact upon the environment so long as the mitigating measures identified in the adopted SEPA documents and permit-related requirements of the Washington State Department of Ecology are implemented. An EIS is not required under RCW 43.21.030(2) (c).

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on the proposal for 14 days from the date below. Comments must be submitted by January 27, 2017.

Signature  Date 1/19/17
Joe Pestinger, Responsible Official

**CITY OF ORTING
STAFF REPORT
and
PLANNING COMMISSION RECOMMENDATION**

Belfair Estates Preliminary Subdivision (PS 2016-01)

Applicant/owner: Harman Development LLC.
619 Harman Way South
Orting, Washington 98360
ATTN: David Harman

Applicant Engineer: Abby Road Group LLC
923 Shaw Road, Suite A
Puyallup, Washington 98372
ATTN: Giles F. Hulsmann III

Property Location:

The subject site is located in the southern part of the City between Grinnell Avenue SW and Harman Way (SR 162). The address of the site is 619 Harman Way, S. Orting, Washington 98360, Parcels 0519322019 and 0519322082, Section 32, Township 19, Range 05.

Parcel Size:

The subject parcel size is 9.54 Acres.

Description of Proposal:

The proposed subdivision would create 31 lots for the construction of detached single family residences. One additional lot would be created for the existing Harman home area. The average lot size would be 8,765 square feet. Four private tracts totaling 50,200 square feet in area would be held for storm water management, setbacks, and pedestrian access for homeowner use. One flag lot would be created. Access to the lots would be via a 60 foot wide public cul-de-sac street connecting to Grinnell Avenue SW. The street would feature sidewalks and all utilities. The existing Harman home would be lot 32 and would also have access to Harman Way SW.

Zoning:

Residential Urban (RU)

Preliminary plat complies with this provision.

E. "Flood, Inundation Or Swamp Conditions":

No portion of the project lies within the floodway. A portion of the project lies within the 100 year flood plain, and construction and infrastructure elevations shall be mitigated per City, state, and federal guidelines.

F. "Bonds":

To be completed prior to recording of final plat.

OMC 12-8-2: "Certificate to Accompany Final Plat":

To be completed with final plat.

OMC 12-8-3: "General Requirements for Filing Plat":

To be completed with final plat.

OMC 12-8-4: "Compliance with Public Works Standards":

Complies, or will be addressed during the review of construction plans for infrastructure improvements.

OMC 15-4-1 "Procedures for Processing Permit Applications":

The proposal is a Type 4 process requiring a Planning Commission open record hearing and recommendation to the City Council, which will hold a closed record hearing prior to any approval action.

OMC 15-5-1 "Application"

Preliminary plat application complies with this provision.

OMC 15-5-2 "Pre-application Meetings":

Preliminary plat application complies with this provision. A Pre-application meeting was held on October 25, 2016, with follow up telephonic and email conversations in December, 2016 and January, 2017.

OMC 15-5-3 "Contents of Application":

Preliminary plat application complies with this provision. In addition to the SEPA checklist, the application included a Traffic Impact Analysis prepared by Heath & Associates, Inc. dated November, 2016, and a preliminary Geotechnical Investigation Report by Cobalt Geosciences, dated December 2. The City growth rate is currently higher than the 2% used in the Traffic Impact Analysis due to recent development. However, staff believes that that difference would not significantly change the conclusions of the analysis.

OMC 15-5-4 "Letter of Completeness":

Preliminary plat application complies with this provision. Letter of Completeness was issued on January, 18, 2017.

OMC 15-5-5 "Technical Review Committee":

Preliminary plat application complies with this provision. Technical review was conducted by City staff, Parametrix engineering, and BHC (planning) consultants.

Preliminary plat application

OMC 15-5-6 "Environmental Review": complies with this provision. A DNS was issued on January, 19, 2017.

OMC 15-6 "Impact Fees":

Traffic, School, and Park impact fees will be levied per City ordinance.

OMC 15-7-1 "Development Application":

Preliminary plat application complies with this provision. A Notice of Development Application was published in the The Tacoma News Tribune on January 20, 2017 and posted on the subject property and at City Hall. The notice was mailed to property owners within 500 feet of the parcel on January 19, 2017. The notice complied with all provisions of OMC 15-7-1.

OMC 15-7-2 "Administrative Approval":

Not Applicable

OMC 15-7-3 "Public Hearing":

A Notice of Public Hearing will be published in the The News Tribune on January 19, 2017 and posted on the subject property and at City Hall. Copies of the notice were mailed to all property owners of record within 500 feet of the subject property.

OMC 15-7-4 and 15-7-5:

Not applicable.

Staff Conclusions and Recommendations:

A. Staff Recommendations

The following recommendations are made in conformance with existing federal and state laws, the Orting Municipal Code and other applicable codes, the City of Orting Comprehensive Plan, Pierce County Planning Policies, and technical input from consulting professionals and the City of Orting Staff. The staff has concluded that the proposed development meets the approval criteria for Preliminary Subdivisions (OMC 12-5-3) and recommends approval with the following conditions:

1. The applicant shall provide easements for conveyance of water and storm water through the site as approved by the City Engineer.
2. The applicant shall provide storm water management analysis and plans consistent with City and State standards during the design phase.
3. All erosion control, grading, street improvements, water, sanitary and storm sewer, and other public infrastructure designs shall be reviewed and approved by the City Engineer prior to the start of construction.
4. Streets dedicated to the city shall be a minimum 50' right-of-way with curb, gutter and sidewalks as specified by the City of Orting development standards.
5. The applicant shall provide traffic signs and street signs per City direction
6. The applicant shall purchase and install street lights as approved by the City and enter into a service and maintenance agreement with Puget Sound Energy. The terms of this agreement shall be transferred to the City of Orting upon approval of the final plat documents and acceptance of the streets and utilities by bill of sale.
7. The applicant shall enter into a Developer Extension Agreement for water, sewer, and storm water utilities subject to approval by the City attorney upon approval of

the Preliminary Plat and prior to any review or construction activity associated thereof.

8. The applicant shall provide mailboxes or receptacles as specified by the Orting branch of the U.S. Post Office prior to final plat approval
9. The applicant shall coordinate with all private utilities such as gas, power, phone, cable, etc. and shall complete underground installation thereof prior to final plat approval.
10. The applicant shall construct a six-foot wood fence along all perimeter property lines. Once the final plat is recorded, ownership and maintenance of said fence(s) shall become the responsibility of the respective lot owner(s).
11. The applicant shall pay all fees, General Facility Charges (GFCs), and any other appropriate charges prior to final plat approval.
12. School impact fees shall be paid to the Orting School District prior to issuance of any building permits.
13. Park impact fees shall be paid to the City of Orting prior to issuance of any building permits.
14. Homeowners' association covenants shall be submitted for City review prior to final subdivision approval.

OMC 12-5-3(C) Public Interest:

The proposed development will serve the public interest in the following ways:

1. "Belfair Estates" will provide a natural extension of Orting's residential areas. The design of the project is consistent with existing development and amenities located in the City
2. The project is consistent with provisions of the City of Orting Comprehensive Plan except for the lack of connectivity to other future neighborhoods.
3. The storm water management system will provide for surface water to be treated on-site and conveyed to the municipal system.
4. The proposed lots and setbacks meet the minimum requirements of the Residential Urban Zone, and are consistent with the goals and policies of the Comprehensive Plan.

5. The project will create no significant environmental impact beyond the temporary impacts associated with construction.

Exhibits:

1. Preliminary Plat Application
2. SEPA Environmental Checklist and Determination
3. Written public comments
4. Preliminary Plat Map with elevation and street cross sections

Planning Commission Recommendation:

Commissioner Greg Hogan moved to recommend Belfair Estates Preliminary Subdivision for approval to the City Council as presented, with staff report conditions. Commissioner Dennis Paschke seconded the motion. Motion passed with four (4) yay and one (1) recusal.



Kelly Cochran
Planning Commission Co-Chair

2-16-17
Date



CITY OF ORTING

104 BRIDGE ST S, PO BOX 489, ORTING WA 98360
Phone: (360) 893-2219 FAX: (360) 893-6809
www.cityoforting.org

NOTICE OF APPLICATION

Project Name: Tahoma Valley Estates (aka Belfair Estates)

Applicant: Harman Development, LLC

Date of Application: May 24, 2021

Date of Notice of Complete Application: June 30, 2021

Date of Notice of Application: July 12, 2021

Project Address: 619 Harman Way S, Orting, WA 98360

Site Legal Description: Parcel number 0519322019

Project description: Final plat application to subdivide the 9.02-acre property located into 32 single-family residential lots (one of which will contain the existing home), a road (Belfair St SW), two access tracts (Tracts B and C), an access/ recreation tract (Tract D), and a storm tract (Tract A). City Council approved the preliminary plat on February 22, 2017.

SEPA Determination: The City issued a Determination of Nonsignificance on January 19, 2017.

Requested approvals: Final Plat

Application Materials: Transmittal; Final Subdivision Checklist; Application and Affidavit of Ownership; Final Plat; Title Guarantee; Draft CC&Rs; Lot Closures; Mailing Labels; Pierce County Recording Map Checklist; As-builts; Approval Email from Pierce County.

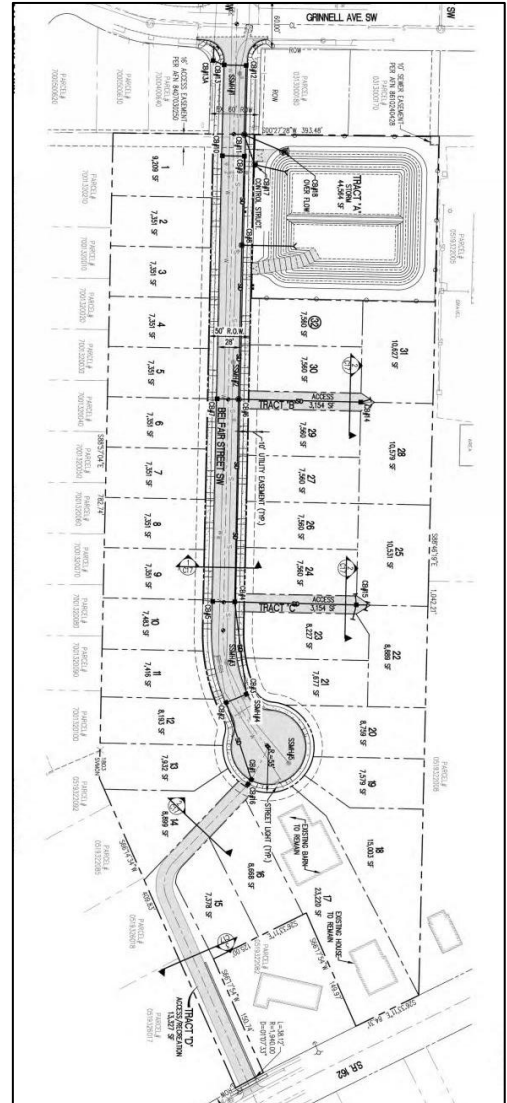
All application materials are public record and may be requested for viewing by any member of the public by appointment.

City staff contact: Emily Adams, AICP - City Planner at
EAdams@cityoforting.org

Date, time, and place of public hearing: The open public hearing before the Planning Commission will occur on **August 2, 2021 at 7:00pm** at City Hall and virtually. It will be noticed separately.

The City Council shall make a decision on approval or denial of the application within statutory limits.

The public comment period ends July 26, 2021 at 1:00pm. Any person may comment on the application, receive notice of and participate in any hearings, and request a copy of the decision once made. Any person with standing may appeal the final decision. Please email comments to eadams@cityoforting.org or by mail to PO Box 489, Orting, WA 98360.





CITY OF ORTING

104 BRIDGE ST S, PO BOX 489, ORTING WA 98360
Phone: (360) 893-2219 FAX: (360) 893-6809
www.cityoforting.org

NOTICE OF PUBLIC HEARING

Project Name: Tahoma Valley Estates (aka Belfair Estates)

Applicant: Harman Development, LLC

Date of Application: May 24, 2021

Date of Notice of Complete Application: June 30, 2021

Date of Notice of Application: July 12, 2021

Date, time, and place of public hearing: The open public hearing before the Planning Commission will occur on **August 2, 2021 at 7:00pm** at City Hall at 104 Bridge St S, or by virtual attendance:

https://bluejeans.com/514127836/6047?src=join_info

Phone Dial-in: +1.408.419.1715 +1.408.915.6290

Meeting ID: 514 127 836 Participant Passcode: 6047

Project Address: 619 Harman Way S, Orting, WA 98360

Site Legal Description: Parcel number 0519322019

Project description: Final plat application to subdivide the 9.02-acre property into 32 single-family residential lots (one of which will contain the existing home), a road (Belfair St SW), two access tracts (Tracts B and C), an access/ recreation tract (Tract D), and a storm tract (Tract A). City Council approved the preliminary plat on February 22, 2017.

SEPA Determination: The City issued a Determination of Nonsignificance on January 19, 2017.

Requested approvals: Final Plat

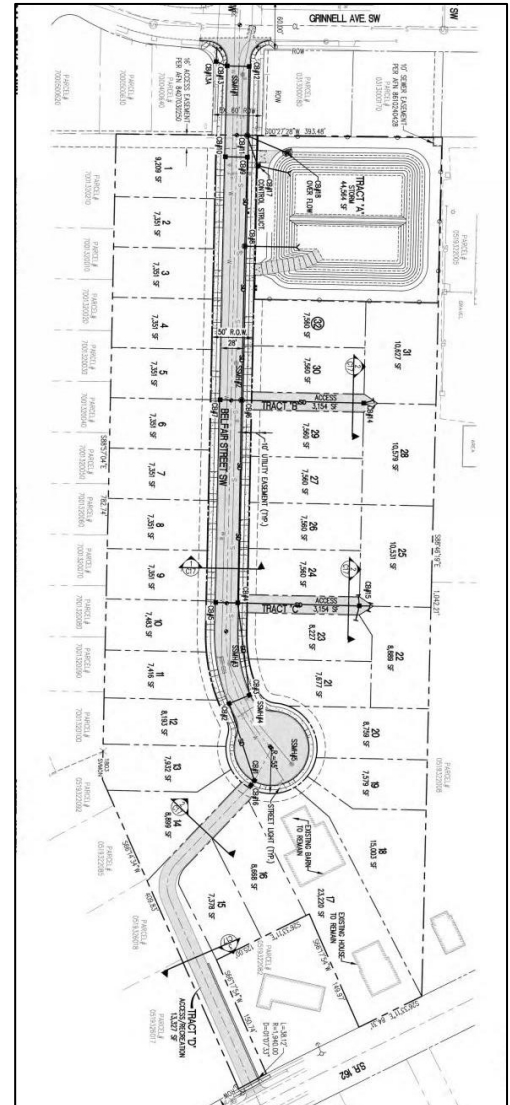
Application Materials: Transmittal; Final Subdivision Checklist; Application and Affidavit of Ownership; Final Plat; Title Guarantee; Draft CC&Rs; Lot Closures; Mailing Labels; Pierce County Recording Map Checklist; As-builts; Approval Email from Pierce County.

All application materials are public record and may be requested for viewing by any member of the public by appointment.

City staff contact: Emily Adams, AICP - City Planner at EAdams@cityoforting.org

The City Council shall make a decision on approval or denial of the application within statutory limits.

The public comment period ends August 2, 2021 at 1:00pm. Any person may comment on the application, receive notice of and participate in any hearings, and request a copy of the decision once made. Any person with standing may appeal the final decision. Please email comments to eadams@cityoforting.org or by mail to PO Box 489, Orting, WA 98360.



NOTICE IS HEREBY GIVEN

the Orting Planning Commission will hold a Public Hearing. The purpose of this hearing is to receive public testimony regarding a proposal made by Harman Development LLC and CES NW Inc. for Final Plat Approval to subdivide the 9.02-acre property located at 619 Harman Way S (parcel 0519322019), into 32 single-family residential lots (one of which will contain the existing home), a road (Belfair St SW), two access tracts (Tracts B and C), an access/ recreation tract (Tract D), and a storm tract (Tract A).

The hearing will be held at a regular Planning Commission Meeting on August 2, 2021 at 7:00pm. The City is utilizing in person AND remote attendance for the hearing, the public is welcome to attend by a log in or call in number and then entering the Meeting ID. To join the meeting/hearing on a computer or mobile phone:https://bluejeans.com/514127836/6047?s-rc=join_info or by Phone Dial-in: +1.408.915.6290 Meeting ID: 514 127 836 and Participant Passcode: 6047. Or attend in person at City Hall, 104 Bridge Street South.

If you are unable to join the hearing written comments may be submitted to City Planner Emily Adams electronically, no later than 1:00pm on August 2, 2021 at EAdams@cityoforting.org. Written comments will be sent to the Commission prior to the hearing and will become part of the public record. Further information may be obtained by emailing Emily Adams at the email above or by phone at 253-284-0263.

IPL0033262
Jul 22 2021

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Message Score: 1
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Tahoma Valley Estates_ Comment for DENIAL

Luke Smith <lsmith.eco.logic@gmail.com>

Fri 7/23/2021 12:27 AM

To: Emily Adams <EAdams@cityoforting.org>;

Hello Emily,

I am writing to address a concern with the proposed plat on 619 Harman Way S. I understand that applications have been submitted and reviewed as the notice specifies. I have also accounted for my right to request the materials that have been reviewed. With your permission, I would love to view what these entail.

As for my concern involving the plat proposal, I would like to understand what pardons a former city council member from present conflicts of interest? If you refer to this hyperlinked [Orting City Council, November 28, 2018 Meeting](#), council member Dave Harman was approved to resign. However, he was on the council when the plat in question was still owned under his name and as SEPA determined nonsignificance on January 19th, 2017. You'll note in the highlighted document above that he had been inclined to recuse himself from voting on AB18-109 Resolution No. 2018-2020 as he had "an interest in the subdivision in the city." This is not consistent impartiality. The SEPA notice of nonsignificance alone would imply his intentions for selling this property to the city while on its council. To add a final note of concern, I was alarmed to spot that the contracted developers happen to be [Harman Development LLC](#), which is a company owned by David Harman himself. Note his name in the hyperlinked website above.

I want to be clear that I am not intending to seek retribution against the former council member. I only want to emphasize that the proposed plat may not be in Orting's best interest, but rather entirely Dan Harman's. It's not enough for the city to reduce its debt by submitting to starry-eyed trust in a faulty housing market. But it's worse when the only immediate beneficiary is one person in a town of 8,000 and counting. Please take this into consideration, and feel free to contact me back. My email is: lsmith.eco.logic@gmail.com.

I look forward to your response. I have more to say.

Luke Smith

Total Control Panel

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To: eadams@cityoforting.org

Message Score: 35

High (60): **Pass**

From: lsmith.eco.logic@gmail.com

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

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COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL
Study Session Meeting Minutes
104 Bridge Street S, Orting, WA
July 21st, 2021
6:00 p.m.

Deputy Mayor Hogan, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

Deputy Mayor Hogan made the following statement:

The City utilized remote attendance for Councilmembers and City employees. Please note: OPMA rules regarding provision for the public in a space were suspended by proclamation of the Governor. The meeting was available to the public by a computer link or by phone.

Deputy Mayor Hogan called the meeting to order at 6:00pm. Councilmember Drennan led the pledge of allegiance, and then roll call was taken.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, John Williams, Scott Drennen, Tony Belot, and Gregg Bradshaw.

Elected Official: Mayor Penner.

Staff Present: City Administrator Scott Larson, Finance Director Gretchen Russo, Engineer JC Hungerford, Acting City Clerk Kim Agfalvi, City Attorney Charlotte Archer, City Planner Emily Adams, Lieutenant Devon Gabreluk, Public Works Director Greg Reed.

Councilmember Drennan made a motion to excuse Councilmembers Gunther and Belot. Seconded by Councilmember Bradshaw. Motion passed (5-0).

2. COMMITTEE REPORTS

Public Works - CM Drennan & CM Bradshaw

Councilmembers Drennan and Bradshaw briefed on the following topics discussed at the last Public Works Committee meeting:

- Maintenance of sidewalks
- Bridge for Kids Ad Hoc Committee update with next meeting planned for August 2021

Public Safety - CM Belot & CM Gunther

Deputy Mayor Hogan briefed on the following topics discussed at the last Public Safety Meeting:

- Update on new police laws going into effect on July 25, 2021
- Quote for body cameras
- No major incidents on 4th of July
- Drug possession law brief for August study session.

Community and Government Affairs - CM Kelly & CM Williams

Councilmembers Kelly and Williams briefed on the following topics discussed at the last Community and Government Affairs Committee Meeting:

- Update on Parks Advisory Board
- Land acquisition on property located behind Hidden Lakes
- Clock tower update
- Parking issues in front of the post office
- Storage of the Daffodil Parade float
- Ordinance on selling in the park

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219

3. STAFF REPORTS

Public Works

Greg Reed, Director of Public Works briefed on the following:

- Staff replaced hydrants on Corrin Ave and another one will be replaced on Mill Ave
- Vactor truck was able to clean 678 catch basins
- Updated on cemetery improvements
- Briefed on updating Memorial wall
- Update on upcoming Touch a Truck event
- Maintenance of plantar strips in front of businesses

Finance

Gretchen Russo, Finance Director briefed on the following:

- Financial health of City
- Utility payment plan for accounts that are in arrears
- Budget status

City Planner

Emily Adams, City Planner briefed on the following:

- Abundant Life Church submittal to expand and technical review

Engineering

JC Hungerford, City Engineer, briefed on the following:

- Gratzer Park expansion update
- Lift station projects

City Clerk

Kim Agfalvi, Acting City Clerk briefed on the following:

- Contracts
- Certificate received for completion of first year of clerk school

City Administrator

Scott Larson, City Administrator briefed on the following:

- Touch a truck event
- Interviews for City Clerk
- AD Hoc Committee meetings – One related to street maintenance and ARPA committee that is discussing how to spend the ARPA funds received

Executive

Josh Penner, Mayor briefed on the following:

- Open commission seats
- Cemetery volunteer
- Rock festival
- Interview of potential candidate for engineer
- Meeting with new Superintendent or Orting Public Schools
- Pierce County Regional Council update
- Comprehensive Plan update

Police

Lieutenant Devon Gabreluk briefed on the following:

- 2021 Legislative updates impact to the department
- HB1267 Office of Independent Investigations
- SB5476 Blake Decision
- SB5051 Decertification
- SB5066 Duty to Intervene
- SB5226 Driving with License Suspended (DWLS)
- HB1089 Audits of Investigations
- HB1223 Recording of Interrogations
- HB1140 Juvenile Access to Attorneys
- SB5259 Data Collection
- HB 1054 Police Operations and Tactics
- HB 1310 Use of Force

Lieutenant Gabreluk briefed that the top priority for the Orting Police Department continues to be community safety. He stated change is something the department is used to seeing, as there are new changes each year and they are good at adapting to these changes. He stated however, that the new 2021 legislative updates are the most significant changes they have ever had to adopt, and that it will impact police operations. Lt. Gabreluk stated the Orting Police Department may not be able to act in many circumstances but that this should not discourage citizens from calling 911 to report a crime as they normally would. He also reiterated the Orting Police Department will continue to provide the best possible service to the community within the bounds allowed by law.

Councilmember Drennan stated he is concerned for police officers and their protection and asked about restrictions for officers to use K9 officers. Lt. Gabreluk stated the use of K9 officers is considered use of force, so their services will be limited.

4. PRESENTATION

A. South Sound Housing Affordability Partners (SSHAP).

Mayor Penner presented a power point presentation on South Sound Housing Affordability Partners (SSHAP) along with Executive Dammeier and John Howell. Key points included were:

- Housing stock in Orting is currently low.
- Loss of generational continuity in our community is permanent and will change the community identity. Those who grew up in Orting cannot afford to buy homes in Orting.
- Average income in Orting cannot afford a home in the community.
- Orting has highest growth of property value growth and taxation.
- Value of joining SSHAP

Council discussion followed.

Councilmember Drennan stated he is also concerned about the demand for houses. He asked about possible incentives the City could enact for builders to build in Orting.

Councilmember Williams stated he fails to see how joining SSHAP will solve the housing problem. He stated concerns about apartments being built with no public transportation source in Orting. He voiced concerns over the contract, and the ability to leave SSHAP, and whether the City would have any financial or legal obligations after they left. He stated he would rather see the City invest in its own growth management plan.

Discussion with Mayor Penner and Executive Dammeier followed on the topics brought up by Councilmember Williams.

Councilmember Gunther stated he had recently had a conversation with a citizen and asked this person how they thought the City Council was doing at their jobs. He said the citizen stated they were happy with the jobs being done, but that he felt that the Council didn't pursue new ideas. Councilmember Gunther also stated that he is concerned about housing affordability.

Council discussion followed and it was agreed to move SSHAP to the next council meeting as a stand-alone item on the agenda.

Action: Move forward to July 28th meeting as a stand-alone item on the agenda.

5. AGENDA ITEMS

A. AB 21-62 - Whitehawk, Calistoga, Kansas Street Intersection Control Presentation.

JC Hungerford & Jack Wright briefed on intersection control at the corner of Calistoga and Kansas St. They stated that there are two projects in the works for that area, intersection control and the Whitehawk Bypass. Jack Wright discussed the costs of a roundabout at the intersection and the effectiveness it would have at controlling traffic.

Council discussion followed.

Councilmember Gunther said he would not approve a roundabout in the City.

Councilmember Kelly stated he would not approve a traffic signal and would rather see a roundabout at that intersection.

Councilmember Williams agrees with Councilmember Kelly, that a roundabout would be more effective.

Councilmember Bradshaw does not agree with the effectiveness of the roundabouts, but would not be opposed to having one at that intersection.

Deputy Mayor Hogan stated he would like to see an approach speed limit also included if a roundabout goes in that location.

Mayor Penner asked the engineers if the roundabout includes traffic calming by design. The engineers stated the design does include traffic calming.

Councilmember Drennan stated he would want to be consistent with traffic flow measures throughout the town and adopt one kind to be used throughout the city. He also asked about potential homes that may be impacted.

Councilmember Gunther stated that he does not think that a roundabout will support the ADR the City has adopted. Councilmember Kelly stated that if you look at other states and countries, a roundabout can be designed that supports ADR codes.

City Administrator Larson asked about a timeline that the City needs to utilize for their decision making on the item of traffic control. Engineers stated they need a decision within the next month.

Councilmember Williams asked about a conceptual drawing of the roundabout and the engineers stated they would get that to the Council.

Action: No action taken. Informative item only.

B. AB 21-59 - Tahoma Valley Estates (aka Belfair Estates) Final Plat.

Emily Adams briefed on the Tahoma Valley Estates Final Plat that is located off Belfair and Grinnell. This plat is for 32 residential lots and the existing home. Preliminary plat was approved in February of 2017 and staff recommendation is to approve the final plat.

Action: Move forward to August 11th meeting as a stand-alone item.

C. AB 21-60 - Deck Code Amendments.

Emily Adams briefed on deck code amendments that would change the code on decks being built on the side yard of a house. The new code would read as follows: Uncovered porches and decks which do not exceed thirty inches (30") from finished lot grade may project into any setback, provided such projections do not extend more than six feet (6') into a front yard setback or no closer than five feet to the side lot line eighteen inches (18") into a side yard setback.

Action: Move to August Planning Commission meeting for Public Hearing.

D. AB 21-51 - Types of Permit Decisions.

Emily Adams briefed the Council on the processes for permits in the City of Orting. She stated there are 5 processes for land use permits, broken down to three types of decisions.

- Administrative Decisions
- Quasi-Judicial Decisions
- Legislative Decisions

Emily briefed the council on what these types of decisions encompass and the processes completed in each type.

Action: No action taken. Informative item only.

E. AB 21-61 - Scope and budget for the Waste Water Treatment Plant (WWTP) Solids Handling Upgrade Design.

JC Hungerford and a Doug Berschauer briefed on the Waste Water Treatment Plant Solids Handling Upgrade Design and the need for this upgrade. Parametrix completed an electrical consumption assessment of the WWTP in 2014. This assessment found that many electrical and mechanical components of the plant were nearing or exceeding the recommended service life of the respective components. Based in part on the findings of the 2014 Electrical Consumption Assessment, the City requested a comprehensive assessment of the WWTP facilities and equipment. This assessment was completed in 2018, and it defines several upgrades and immediate fixes that will be included in this scope of work.

Council discussion followed.

Councilmember Drennan stated this is a critical expansion of the treatment plant and supports it moving forward.

Councilmember Kelly had questions on the inclusion of electrical upgrades that are needed.

Councilmember Drennan stated that one of the benefits of Class A or above biosolids is that it saves work on staying compliant with the Department of Ecology and it could reduce the potential of a future litigation with carbon footprint.

Action: Move forward to consent agenda at July 28th meeting.

F. AB 21-58 – Selling of merchandise in the park.

City Administrator Scott Larson briefed on the current City Code and regulations in regards to vending in the park.

Councilmember Kelly commented and stated that the Community and Government Affairs (CGA) committee has been looking at amending the code so that it would require a vendor to obtain a special event permit and to also carry insurance.

City Attorney Charlotte Archer stated that since the ordinance left the CGA committee, it has been modified to address existing businesses in the City of Orting that use the Orting Station.

Councilmember Bradshaw asked if it is possible to change the areas where vendors are allowed to vend and Deputy Mayor Hogan stated the importance of vendors carrying insurance when they vend in City Parks.

Action: Move forward to August 11, 2021 meeting as a stand-alone item.

6. EXECUTIVE SESSION

No executive session.

7. ADJOURNMENT

Deputy Mayor Hogan recessed the meeting at 10:30pm.

ATTEST:

Kim Agfalvi, Acting City Clerk

Joshua Penner, Mayor

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
July 28th, 2021
7:00 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

Mayor Penner called the meeting to order at 7:00p.m. Councilmember Gunther led the pledge of allegiance, and then roll call was taken.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers John Kelly, John Williams, Scott Drennen, Tony Belot, Tod Gunther, and Gregg Bradshaw.

Staff Present: Mayor Josh Penner, City Administrator Scott Larson, Finance Director Gretchen Russo, Acting City Clerk Kim Agfalvi, Engineer JC Hungerford, City Attorney Charlotte Archer, Lieutenant Devon Gabreluk, Jamey Hattaway.

Mayor Penner read the following announcements:

You may attend this meeting virtually via the platform Blue Jeans by clicking the link on the City's website, by telephone, or in person at City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and non-vaccinated attendees shall wear a face covering.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

2. PUBLIC COMMENTS - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on July 28th, 2021, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

Tamra Smilanich

Ms. Tamra Smilanich emailed a comment to the clerk. She stated that she reviewed the May 19, 2021 meeting archive video, and wanted to commend the City Council and the City of Orting for their policy regarding wearing masks and respecting the individual's rights to keeping their medical information private.

Rose Tracy

Ms. Tracy commented on the South Sound Housing Affordability Partners (SSHAP) coalition, asking Council members to vote against joining it. She stated that she would like to see the City of Orting wait and see how the coalition fares before joining. She also stated concerns that the City has different housing issues than other cities that are considering joining.

3. STAFF RECOGNITION

Administration - Kim Agfalvi
Public Works – Lane Strassburg
Public Safety – Jamey Hattaway
Mayor Penner

Mayor Penner stated that he is incredibly proud of his staff and that this quarterly recognition program highlights the great work being done by staff. He read a statement provided by supervisors of the employees that were being recognized at the meeting and highlighted their hard work. Finance Director Gretchen Russo, Public Works Director Greg Reed, and Lieutenant Devon Gabreluk also made statements about their respective employees.

4. CONSENT AGENDA- (Any request for items to be pulled for discussion?)

- A. **AB 21-61** - Approving Scope and budget for the Waste Water Treatment Plant Solids Handling Upgrade design.
- B. Regular Meeting Minutes of July 14th, 2021.
- C. Payroll Claims and Warrants.

Motion: Councilmember Kelly made a motion to approve the consent agenda as prepared. Seconded by Councilmember Drennan.

Mayor Penner opened the floor for discussion. Councilmember Drennan gave a brief overview of the need for the upgrade of the Waste Water Treatment Plant Solids Handling Upgrade Design. Engineer JC Hungerford also spoke on the need for the upgrade, and stated this upgrade would produce Class A biosolids, which is acceptable for public use.

Motion: Councilmember Kelly made a motion to approve the consent agenda as prepared. Seconded by Councilmember Drennan. The motion passed (7-0).

5. OLD BUSINESS

- A. **AB21-18** – Authoring the Mayor to execute an intergovernmental agreement with South Sound Housing Affordability Partners (SSHAP).
Mayor Penner

Mayor Penner gave a brief overview of the South Sound Housing Affordability Partners (SSHAP) and what it can do for the community of Orting. He stated it is an opportunity to be stakeholders in the coalition, with no expense to the City general fund. He gave an overview on what SSHAP has the authority to do, and what benefits the City would have by participating.

Councilmember Drennan stated that originally, he was against the City joining SSHAP because he was concerned that the City would be giving up autonomy. He stated that he weighed this matter carefully on his opinions of working with Mayor Penner, and the example he sets forth by working with the Pierce County Regional Council. He stated that he does believe it to be a low risk situation, as it is strictly an advisory board.

Councilmember Belot stated that he believes and trusts the mayor, but is cautious about land use and inclusionary zoning. He does believe having a rep from a City like Orting will bring diversity to the coalition.

Councilmember Gunther made a motion to authorize the mayor to execute an intergovernmental agreement for the City of Orting to join the South Sound Housing Affordability Partners (SSHAP). The motion was seconded by Councilmember Drennan.

Council discussion followed.

Councilmember Williams stated his concerns that there is a lot in the agreement that is vague. He also stated concerns over a clause that stated that any partner choosing to leave the coalition would be liable for financial and legal obligation. He asked the Council to take time considering joining, and that there is nothing that says the decision has to be made at this meeting.

Attorney Charlotte Archer spoke on the terms of leaving the agreement, and whether any liability would fall on the City if it decided to leave the SSHAP coalition.

Councilmember Williams reiterated his concerns on the vagueness of the agreement, and stated he would like more time to research SSHAP.

Mayor Penner spoke and clarified what the City would be obligated to pay for.

Attorney Archer spoke on the parameters of the contract, and that the City would be able to select which projects it wants to participate in. She stated the legislative body would have to approve the budget and the expenditures before anything can be spent.

Councilmember Drennan stated that the City would not have to give up any of its internal policies, and that the Mayor would have to convince the Council to enter in any agreement, as the Council is the ultimate authority.

Councilmember Gunther stated that if any other inequity within the City was exposed, that the Council would jump on trying to solve it, and that housing affordability is a real problem. He stated that the Council spent forty thousand dollars to look how the City Council could be improved, and that the expense of joining SSHAP is considerably less.

Councilmember Bradshaw stated that this is not an issue of confidence or trust in the Mayor and that he appreciates everything the Mayor has done. He expressed his concerns are that SSHAP is not an administrative agency, and that there is concern that SSHAP would take on a life of its own and that there would be more funds needed than the initial investment to join. His concern is regarding the financial obligation to join if SSHAP is just an advisory board, and that he does not want to delegate power to an outside coalition, as the citizens of Orting voted on the Council, not the members of SSHAP.

Councilmember Kelly stated he was in agreement that there is a need for affordable housing, but he does not believe this is the right approach. He asked why a coalition like SSHAP could not be created in Orting. He stated that he was concerned that SSHAP is a housing authority, and that the agreement is too vague to enter in to.

Mayor Penner expressed concerns over staffing a coalition in Orting.

Councilmember Drennan asked if it was possible to give it six months to see how the SSHAP fares, and would it be an option to join at that time.

Mayor Penner stated it was possible no action will be taken in the first six months that would change the Council's opinion on SSHAP.

A roll call vote was taken on the motion.

Motion: Councilmember Gunther made a motion to authorize the mayor to execute an intergovernmental agreement for the City of Orting to join the South Sound Housing Affordability Partners (SSHAP).

The motion was seconded by Councilmember Drennan.

A roll call vote was taken. CM Guther – Yes, CM Kelly – No, CM Belot – Yes, CM Williams – No, CM Bradshaw – No, DM Hogan – No, CM Drennan – Yes

The motion was defeated (3-4).

6. EXECUTIVE SESSION

No Executive Session.

7. ADJOURNMENT

Motion: Councilmember Gunther made a motion to adjourn. Second by Councilmember Williams. Motion passed (7-0).

Mayor Penner recessed the meeting at 8:01pm.

ATTEST:

Kim Agfalvi, Acting City Clerk

Joshua Penner, Mayor

VOUCHER/WARRANT REGISTER
FOR AUGUST 11, 2021 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

AUGUST 1ST COUNCIL

CLAIMS WARRANTS #50165 THRU #50214
IN THE AMOUNT OF \$ 80,959.93
MASTERCARD EFT \$

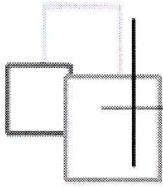
PAYROLL WARRANTS #23796 THRU #23801 = \$42,595.56
EFT \$ 181,401.50
IN THE AMOUNT OF \$ 223,997.06
Carry Over \$ 2,999.97

ARE APPROVED FOR PAYMENT ON AUGUST 11, 2021

COUNCILPERSON _____

COUNCILPERSON _____

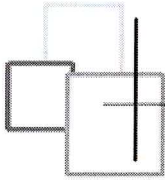
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2021 - August 2021 - 1st Council-8/11/2021

Fund Number	Description	Amount
001	Current Expense	\$26,494.78
101	City Streets	\$1,170.31
104	Cemetery	\$3,958.30
105	Parks Department	\$10,742.55
401	Water	\$14,928.32
408	Wastewater	\$18,195.11
410	Stormwater	\$5,394.03
412	Utility Land Acquisition	\$76.53
	Count: 8	\$80,959.93

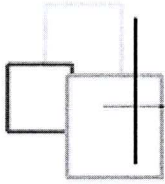


Register

Fiscal: 2021
Deposit Period: 2021 - August 2021
Check Period: 2021 - August 2021 - 1st Council-8/11/2021

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
Check				
<u>50165</u>	AHBL, INC	8/11/2021		\$9,501.85
<u>50166</u>	Airgas-USA LLC	8/11/2021		\$345.79
<u>50167</u>	Alpine Products Inc.	8/11/2021		\$96.01
<u>50168</u>	Arrow Lumber	8/11/2021		\$1,593.86
<u>50169</u>	Brisco Inc.	8/11/2021		\$1,122.76
<u>50170</u>	Centurylink	8/11/2021		\$153.73
<u>50171</u>	CenturyLink/Qwest	8/11/2021		\$351.50
<u>50172</u>	Core & Main LP	8/11/2021		\$1,435.06
<u>50173</u>	Curry & Williams, P.I.I.c	8/11/2021		\$2,080.09
<u>50174</u>	Danard Electric	8/11/2021		\$1,049.15
<u>50175</u>	Drain-Pro INC	8/11/2021		\$1,099.99
<u>50176</u>	ESRI INC	8/11/2021		\$3.50
<u>50177</u>	Frost Landscape	8/11/2021		\$12,232.78
<u>50178</u>	H D Fowler Company	8/11/2021		\$35.34
<u>50179</u>	Harrington's Janitorial	8/11/2021		\$411.00
<u>50180</u>	Jan-Pro Cleaning Systems Of Puget Sound	8/11/2021		\$547.00
<u>50181</u>	Korum Automotive Group	8/11/2021		\$5,941.12
<u>50182</u>	Kyocera Document Solutions Wes	8/11/2021		\$206.77
<u>50183</u>	Law Offices of Matthew J Rusnak	8/11/2021		\$2,070.25
<u>50184</u>	Lawson Electric	8/11/2021		\$2,664.89
<u>50185</u>	Nale, Justin	8/11/2021		\$162.41
<u>50186</u>	New Creations By Jen	8/11/2021		\$109.40
<u>50187</u>	Opportunity Center Of Orting	8/11/2021		\$750.00
<u>50188</u>	O'Reilly Auto Parts	8/11/2021		\$420.04
<u>50189</u>	Orting Valley Senior Cent	8/11/2021		\$833.33
<u>50190</u>	P.C. Budget & Finance	8/11/2021		\$4,832.41
<u>50191</u>	Pcrd (landfill)	8/11/2021		\$82.05
<u>50192</u>	Puget Sound Energy	8/11/2021		\$1,203.57
<u>50193</u>	Pumptech Inc	8/11/2021		\$4,648.25
<u>50194</u>	Purcor Pest Solutions	8/11/2021		\$81.98
<u>50195</u>	Quality Control Services Inc	8/11/2021		\$740.00
<u>50196</u>	Recovery Cafe	8/11/2021		\$833.33
<u>50197</u>	Sarco Supply	8/11/2021		\$142.22
<u>50198</u>	Schwab, Erica	8/11/2021		\$300.00
<u>50199</u>	Scientific Supply & Equip	8/11/2021		\$1,183.75
<u>50200</u>	SHRED-IT, C/O Stericycle INC	8/11/2021		\$312.49

Number	Name	Print Date	Clearing Date	Amount
<u>50201</u>	Spectral Laboratories	8/11/2021		\$252.00
<u>50202</u>	Speer Taps INC	8/11/2021		\$2,965.00
<u>50203</u>	Sumner Lawn'n Saw	8/11/2021		\$102.21
<u>50204</u>	T M G Services Inc	8/11/2021		\$432.48
<u>50205</u>	Tacoma Pierce County Health Dept	8/11/2021		\$1,440.00
<u>50206</u>	The Walls Law Firm	8/11/2021		\$2,070.25
<u>50207</u>	UniFirst Corporation	8/11/2021		\$705.82
<u>50208</u>	United Laboratories	8/11/2021		\$5,625.57
<u>50209</u>	Utilities Underground Location Center	8/11/2021		\$193.50
<u>50210</u>	Verizon Wireless	8/11/2021		\$2,285.74
<u>50211</u>	Vermeer Northwest	8/11/2021		\$1,788.52
<u>50212</u>	Vision Forms LLC	8/11/2021		\$364.75
<u>50213</u>	Water Management Lab Inc.	8/11/2021		\$848.00
<u>50214</u>	Western Exterminator Company	8/11/2021		\$2,308.42
		Total	Check	\$80,959.93
		Total	2000073	\$80,959.93
		Grand Total		\$80,959.93



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
AHBL, INC	50165	126507 2190800.30	001-558-60-41-02	Planning Consultant-On Call	\$4,189.84
		126508 2190800.32	001-558-60-41-02	Planning	\$258.75
		126509 2190800.36	001-558-60-41-02	Planning Consultant-Business Licenses	\$1,255.00
		126510 2190800.38	001-558-60-41-02	Planning Consultant-Code Amendments	\$488.75
		126511 2190800.61	001-558-60-41-02	Planning Consultant-Abundant Life Church	\$115.00
		126512 2190800.64	001-558-60-41-02	Planning Consultant-Parks Plan	\$2,245.76
		126514 2190800.67	001-558-60-41-02	Planning Consultant-Boundary Line Adjustment	\$230.00
		126515 2190800.68	001-558-60-41-02	Planning Consultant-Bridgewater	\$57.50
		126516 2190800.69	001-558-60-41-02	Planning Consultant-Variances	\$661.25
					Total
Airgas-USA LLC	50166	9115336734	408-535-10-31-04	Oxygen	\$345.79
				Total	\$345.79
Alpine Products Inc.	50167	TM-203798	101-542-64-49-01	Street Striping	\$96.01
				Total	\$96.01
Arrow Lumber	50168	600186-AUG2021	001-514-21-48-01	Ant Killer-City Hall	\$16.40
			001-521-50-48-04	Bent Hitch Pin	\$2.83
			101-542-30-48-02	Safety Glasses	\$15.94
			101-542-30-48-02	Scraper-Gorilla	\$21.86
				Tape-Paint Sprayer	
			104-536-50-48-00	Anchors-Cemetery	\$42.61
			104-536-50-48-01	Adjustable Wrench-FA1079	\$47.03
				Key-North Park	\$1.85
			105-576-80-31-00	Vinyl Tube	\$2.18
			105-576-80-31-00	Zip Ties-Banners	\$4.69
			105-576-80-31-00	Spring Snap-Key	\$5.99
			105-576-80-31-00	Ladder-LED Bulb-Main Park	\$46.98
			105-576-80-48-00	Caulk-Fountain	\$8.62
105-576-80-48-00	Hillman Fasteners-Bench Repair	\$13.03			

Vendor	Number	Invoice	Account Number	Notes	Amount
Arrow Lumber	50168	600186-AUG2021	105-576-80-48-00	Shovel-Duct Tape-Park	\$55.21
			105-576-80-48-00	Hillman Fasteners-Bench Repair	\$110.81
			401-534-10-31-00	Rags-Hammer-Utility Knife-FA1074	\$57.29
			401-534-50-35-00	Gallon Sprayer	\$39.37
			401-534-50-35-00	Lever-Lumber	\$59.69
			401-534-50-35-00	Crayon-Screw Pin	
			401-534-50-35-00	Steel Fish Tape-Water	\$105.01
			401-534-50-48-02	Screws-Corrin Fire Hydrant	\$8.52
			401-534-50-48-02	Pipe	\$14.21
			401-534-50-48-02	PVC Pipe-Coupling-Adapter-Nipple-PVC Ball-WO6355	\$36.16
			401-534-50-48-02	Ground Contact-Hillman Fasteners	\$38.49
			401-534-50-48-02	Redi Mix-WO4654	\$45.61
			401-534-50-48-02	Wood-Corrin Fire Hydrant	\$63.09
			401-534-50-48-02	Redi Mix-Corrin Fire Hydrant	\$66.34
			401-534-50-48-02	Flat Washer-Spray Degreaser-Stand Fan-Well 3 WO 6352	\$70.41
			401-534-50-48-02	Redi Mix-WO2892	\$70.84
			401-534-50-48-02	Bow Rake-Redi Mix	\$95.91
			401-534-50-48-04	Hex Bushing-Well 3	\$12.02
			401-534-50-48-04	Copper Tee-Threaded Ball-Hillman Fasteners-Well 3 WO6291	\$45.72
			408-535-10-31-00	Gloves-Netting - WO6305	\$22.72
			408-535-10-31-00	Garbage Can-Parks	\$32.81
			410-531-38-31-00	Safety Glasses	\$1.52
			410-531-38-31-00	Safety Glasses-Ear Plugs-Rags	\$79.17
			410-531-38-48-00	Bollard Base-Eye Bolts-Hansberry Levee Access-WO6349	\$156.40
			412-594-59-62-01	Sand-Flag Pole	\$35.47
			412-594-59-62-01	Saw Blades-Flag Pole & Ant Killer-	\$41.06
Brisco Inc.	50169	AUG2021-205	001-524-20-32-01	Fuel	\$55.00
			001-524-20-32-01	Fuel	\$57.00
			401-534-80-32-01	Fuel	\$300.00
			401-534-80-32-01	Fuel	\$300.00
			410-531-38-32-02	Fuel	\$80.60
			410-531-38-32-02	Fuel	\$83.98
			410-531-38-32-02	Fuel	\$89.66
			410-531-38-32-02	Fuel	\$156.52
				Total	

Vendor	Number	Invoice	Account Number	Notes	Amount
Centurylink	50170	300550553-JULY2021	001-521-50-42-00	Police Phones	\$153.73
				Total	\$153.73
CenturyLink/Qwest	50171	464B-AUG2021	001-521-20-45-02	Cell Connection	\$116.93
		465B-AUG2021	001-521-20-45-02	Cell Connection	\$81.95
		492B-AUG2021	001-521-20-45-02	Cell Connection	\$152.62
				Total	\$351.50
Core & Main LP	50172	P185967	401-534-50-48-02	Brass Caps & Setter	\$1,370.09
		P307452	401-534-50-48-02	Valve Box Top & Lid	\$64.97
				Total	\$1,435.06
Curry & Williams, P.I.I.c	50173	Court Judge-July 2021	001-512-50-10-02	Court Judge-July 2021	\$2,080.09
				Total	\$2,080.09
Danard Electric	50174	18370S1	105-576-80-48-01	Investigated OCC Sensor/Power Issues & Replaced Controller	\$262.29
			401-534-50-48-03	Investigated OCC Sensor/Power Issues & Replaced Controller	\$262.29
			408-535-50-48-03	Investigated OCC Sensor/Power Issues & Replaced Controller	\$262.29
			410-531-38-48-00	Investigated OCC Sensor/Power Issues & Replaced Controller	\$262.28
				Total	\$1,049.15
Drain-Pro INC	50175	84520	408-535-60-48-04	Honey Bucket Service-Cemetery Shop	\$96.57
		84521	408-535-60-48-04	Honey Bucket Service- Skinner	\$103.84
		84522	408-535-60-48-04	Honey Bucket Service-Farmers Market	\$207.67
		84523	408-535-60-48-04	Honey Bucket Service-Farmers Market	\$254.50
		84524	408-535-60-48-04	Honey Bucket Rental-Gazebo	\$150.00
		85219	408-535-60-48-04	Honey Bucket Service -Train St SW	\$120.23
		85220	408-535-60-48-04	Honey Bucket Service-Hand Sanitizer Main Park	\$50.00
		85261	408-535-60-48-04	Honey Bucket Rental-Main Park	\$117.18
				Total	\$1,099.99

Vendor	Number	Invoice	Account Number	Notes	Amount
ESRI INC	50176	94071539	410-531-38-41-08	GIS Consulting	\$3.50
				Total	\$3.50
Frost Landscape	50177	15725-July 2021	001-512-50-41-07	Landscape Services-July 2021	\$30.63
			001-514-23-41-16	Landscape Services-July 2021	\$109.40
			001-521-50-42-04	Landscape Services-July 2021	\$109.40
			001-524-20-41-08	Landscape Services-July 2021	\$21.88
			104-536-50-41-02	Landscape Services-July 2021	\$3,868.66
			105-576-80-48-08	Landscape Services-July 2021	\$7,735.07
			401-534-60-49-01	Landscape Services-July 2021	\$65.64
			408-535-10-41-16	Landscape Services-July 2021	\$65.64
			410-531-38-48-08	Landscape Services-July 2021	\$35.01
			410-531-38-48-08	Landscape Services-July 2021	\$191.45
				Total	\$12,232.78
H D Fowler Company	50178	I5851065	401-534-10-31-01	Granular Chlorine	\$35.34
				Total	\$35.34
Harrington's Janitorial	50179	AUG2021-206	401-534-10-31-00	Janitorial-City Shop-Rocky RD	\$137.00
			408-535-10-31-00	Janitorial-City Shop-Rocky RD	\$137.00
			410-531-38-31-00	Janitorial-City Shop-Rocky RD	\$137.00
				Total	\$411.00
Jan-Pro Cleaning Systems Of Puget Sound	50180	21-26393	001-512-50-31-00	Janitorial Service-City Hall	\$38.29
			001-514-23-31-02	Janitorial Service-City Hall	\$98.46
			001-521-20-31-03	Janitorial Service-City Hall	\$164.10
			001-524-20-31-00	Janitorial Service-City Hall	\$16.41
			101-542-30-31-00	Janitorial Service-City Hall	\$21.88
			401-534-10-31-00	Janitorial Service-City Hall	\$65.64
			408-535-10-41-14	Janitorial Service-City Hall	\$76.58
			410-531-38-31-00	Janitorial Service-City Hall	\$65.64
				Total	\$547.00
Korum Automotive Group	50181	6736692	105-576-80-48-02	Repair of Oil Leaks & Coolant Leak FA1069	\$201.30

Vendor	Number	Invoice	Account Number	Notes	Amount
Korum Automotive Group	50181	6736692	401-534-50-48-06	Repair of Oil Leaks & Coolant Leak FA1069	\$3,220.86
			408-535-50-48-08	Repair of Oil Leaks & Coolant Leak FA1069	\$402.61
			410-531-38-48-01	Repair of Oil Leaks & Coolant Leak FA1069	\$201.30
		6736901	105-576-80-48-02	Repair of Oil Leaks & Collant Leak FA1069	\$82.42
			410-531-38-48-01	Repair of Oil Leaks & Collant Leak FA1069	\$82.43
		6736983	101-542-30-48-04	Oil Change & Replaced Catalytic Converter-FA1068	\$525.06
			105-576-80-48-02	Oil Change & Replaced Catalytic Converter-FA1068	\$262.53
			401-534-50-48-06	Oil Change & Replaced Catalytic Converter-FA1068	\$175.02
			408-535-50-48-08	Oil Change & Replaced Catalytic Converter-FA1068	\$175.02
			410-531-38-48-01	Oil Change & Replaced Catalytic Converter-FA1068	\$612.57
			Total	\$5,941.12	
Kyocera Document Solutions Wes	50182	5015960755	105-576-80-31-00	Public Works Copier Lease	\$31.02
			401-534-10-31-00	Public Works Copier Lease	\$103.38
			408-535-10-31-00	Public Works Copier Lease	\$41.35
			410-531-38-31-00	Public Works CPublic Works	\$31.02
					Copier Lease opier Lease 15%
			Total	\$206.77	
Law Offices of Matthew J Rusnak	50183	360-Court Appointed Attorney-July2021	001-512-50-49-01	Court Appointed Attorney-July2021	\$2,070.25
				Total	\$2,070.25
Lawson Electric	50184	1105	408-535-50-48-02	Replace Blower Hour Motor-WWTP	\$343.53
		1107	105-576-80-48-03	Repair 3" PVC Conduit-New Shop	\$110.90
			401-534-50-48-03	Repair 3" PVC Conduit-New Shop	\$332.68
			410-531-38-48-00	Repair 3" PVC Conduit-New Shop	\$110.90
		1106	401-534-50-48-04	Well 3-Wire New Compressor-Add 40 AMP & 30 AMP Breakers	\$1,111.08

Vendor	Number	Invoice	Account Number	Notes	Amount
Lawson Electric	50184	1108	408-535-50-48-02	High Cedars Pump Station-Limit Switch Replacement	\$655.80
				Total	\$2,664.89
Nale, Justin	50185	AUG2021-200	410-531-38-31-00	CDL Endorsement	\$162.41
				Total	\$162.41
New Creations By Jen	50186	9331819754	101-542-30-31-02	Safety Vest Printing	\$27.35
			401-534-10-31-04	Safety Vest Printing	\$27.35
			408-535-10-31-05	Safety Vest Printing	\$27.35
			410-531-38-31-02	Safety Vest Printing	\$27.35
				Total	\$109.40
O'Reilly Auto Parts	50188	1265583-AUG2021	001-521-50-48-02	Car Washing Supplies	\$14.53
			001-521-50-48-02	Car Washing Supplies	\$26.77
			001-521-50-48-02	Battery-Wiper Fluid	\$152.77
			105-576-80-48-02	Towing Kit	\$19.14
			408-535-50-48-04	Air Filters-WWTP	\$173.51
			410-531-38-48-01	Wiper Fluid-Paper Towels	\$14.18
			410-531-38-48-01	Towing Kit	\$19.14
				Total	\$420.04
Opportunity Center Of Orting	50187	3741-AUG 2021	001-571-20-31-14	Orting Opportunity Center Grant-AUG 2021	\$750.00
				Total	\$750.00
Orting Valley Senior Cent	50189	1007-Aug2021	001-571-20-31-06	Monthly Support-August 2021	\$833.33
				Total	\$833.33
P.C. Budget & Finance	50190	CI-304623 C-104188	001-554-30-40-00	Animal Control-June 2021	\$4,204.48
		CI-305390 C-104188	001-566-00-40-00	Liquor Profit & Excise Tax-2nd QRT	\$627.93
				Total	\$4,832.41
Pcrd (landfill)	50191	35133	408-535-50-47-18	Waste Removal	\$82.05
				Total	\$82.05
Puget Sound Energy	50192	200021064239-AUG2021	401-534-50-47-05	Wingate Pump Station	\$1,183.83
		200021119249-AUG2021	401-534-50-47-02	Chlorinator	\$19.74
				Total	\$1,203.57

Vendor	Number	Invoice	Account Number	Notes	Amount
Pumpteck Inc	50193	0171927-IN	408-535-50-48-04	Parts & Labor to Install & Align Cornell Pump-WO 6348	\$4,648.25
				Total	\$4,648.25
Purcor Pest Solutions	50194	2452116	001-514-21-48-01	Pest Control	\$81.98
				Total	\$81.98
Quality Control Services Inc	50195	64192	408-535-50-48-04	Onsite Service-WWTP	\$740.00
				Total	\$740.00
Recovery Cafe	50196	CITY-008	001-571-20-31-39	Grant Recovery Cafe-Aug 2021	\$833.33
				Total	\$833.33
Sarco Supply	50197	1137590	408-535-60-48-04	Hand Soap	\$16.41
		1137842	001-512-50-31-00	Bathroom & Cleaning Supplies	\$41.94
			001-513-10-31-00	Bathroom & Cleaning Supplies	\$41.94
			001-521-20-31-03	Bathroom & Cleaning Supplies	\$41.93
				Total	\$142.22
Schwab, Erica	50198	107-JULY2021	001-521-10-10-04	Civil Service-Consultant-July 2021	\$300.00
				Total	\$300.00
Scientific Supply & Equip	50199	31450508	408-535-10-31-00	Lab Supplies	\$51.59
		31450603	408-535-10-31-04	Lab Supplies	\$969.36
		31450615	408-535-10-31-00	Lab Supplies	\$51.59
		31450645	408-535-10-31-04	Lab Supplies	\$111.21
				Total	\$1,183.75
SHRED-IT, C/O Stericycle INC	50200	8182418651	001-514-23-31-02	City Hall Shredding	\$0.00
			001-521-20-31-03	PD Shredding	\$111.58
		8182418677-8182225841	001-514-23-31-02	City Hall Shredding	\$200.91
				Total	\$312.49
Spectral Laboratories	50201	159572	408-535-10-41-03	Lab Testing	\$252.00
				Total	\$252.00
Speer Taps INC	50202	21597	401-534-50-48-02	Tap For Fire Hydrant-Varner	\$2,965.00
				Total	\$2,965.00
Sumner Lawn'n Saw	50203	79364	101-542-30-48-08	Chain Loop-Saw Chain WO-6302	\$67.04

Vendor	Number	Invoice	Account Number	Notes	Amount
Sumner Lawn'n Saw	50203	79497	101-542-30-48-08	Chain Loop-WO-6302	\$35.17
				Total	\$102.21
T M G Services Inc	50204	0046889-IN	401-534-50-48-04	Well 3 Pump Repair	\$432.48
				Total	\$432.48
Tacoma Pierce County Health Dept	50205	Site ID-SD0000549	101-542-30-48-05	Cleanup/Under Ground Storage Tanks-110 Train ST SE	\$360.00
			401-534-50-48-05	Cleanup/Under Ground Storage Tanks-110 Train ST SE	\$360.00
			408-535-50-48-06	Cleanup/Under Ground Storage Tanks-110 Train ST SE	\$360.00
			410-594-31-41-03	Cleanup/Under Ground Storage Tanks-110 Train ST SE	\$360.00
				Total	\$1,440.00
The Walls Law Firm	50206	115-Prosecuting Attorney-July 2021	001-515-41-41-03	Prosecuting Attorney-July 2021	\$2,070.25
				Total	\$2,070.25
UniFirst Corporation	50207	330 1761024	408-535-10-31-03	Uniform Item-Protective Services	\$183.05
		330 1763136	408-535-10-31-03	Uniform Item-Protective Services	\$169.92
		330 1758916	408-535-10-31-03	Uniform Item-Protective Services	\$169.80
		330 1765209	408-535-10-31-03	Uniform Item-Protective Services	\$183.05
				Total	\$705.82
United Laboratories	50208	INV323157	408-535-10-31-00	Lab Supplies	\$5,306.16
		INV323622	408-535-10-31-00	Degreaser	\$319.41
				Total	\$5,625.57
Utilities Underground Location Center	50209	1070201	401-534-60-41-00	Locates-July 2021	\$96.75
			408-535-60-41-00	Locates-July 2021	\$96.75
				Total	\$193.50
Verizon Wireless	50210	9884175996	001-512-50-42-00	Cell Phones	\$42.00
			001-514-23-42-00	Cell Phones	\$183.88
			001-524-20-42-00	Cell Phones	\$42.00
			401-534-10-42-01	Cell Phones	\$480.92
			408-535-10-42-01	Cell Phones	\$480.92
		9884175997	001-512-50-42-00	Cell Phones-Court	\$44.56
			001-521-20-45-01	Cell Phones-PD	\$530.84
			001-521-20-45-02	Cell Connection Data-PD	\$440.61

Vendor	Number	Invoice	Account Number	Notes	Amount
Verizon Wireless	50210	9884175997	401-534-10-42-01	Cell Phones	\$20.00
			408-535-10-42-01	Cell Phones	\$20.01
				Total	\$2,285.74
Vermeer Northwest	50211	R01270	105-576-80-48-00	Rental Of Chipper for Tree Removal in Calistoga Place & Park	\$1,485.00
		S79863	105-576-80-48-00	Rope Bag-Loop Runner-Rope- Locking Ring	\$303.52
				Total	\$1,788.52
Vision Forms LLC	50212	6686	401-534-10-31-00	Utility Bill Processing & Mailing	\$43.70
			401-534-10-42-00	Utility Bill Processing & Mailing	\$77.88
			408-535-10-31-00	Utility Bill Processing & Mailing	\$43.71
			408-535-10-42-00	Utility Bill Processing & Mailing	\$77.88
			410-531-38-31-00	Utility Bill Processing & Mailing	\$43.71
			410-531-38-42-00	Utility Bill Processing & Mailing	\$77.87
				Total	\$364.75
Water Management Lab Inc.	50213	195066	401-534-10-41-03	Lab Testing	\$190.00
		195321	401-534-10-41-03	Lab Testing	\$415.00
		195475	401-534-10-41-03	Lab Testing	\$243.00
			Total	\$848.00	
Western Exterminator Company	50214	8365047	410-531-38-48-03	Storm Pond Monitoring for Mosquito.	\$2,308.42
				Total	\$2,308.42
				Grand Total	\$80,959.93



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Appointment of City Clerk	AB21-63	N/A		8.11.2021
	Department:	Executive		
	Date Submitted:	8.3.2021		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Mayor			
Fiscal Note: N/A				
Attachments: Cover Letter and Resume				
SUMMARY STATEMENT:				
<p>Deputy Mayor Hogan, staff, and I interviewed 4 candidates for the City Clerk position on August 2 and August 3, 2021. Kim Agfalvi distinguished herself as the most well-rounded qualified person for the job.</p> <p>The Orting Municipal Code 1-7-1 requires the Mayor to appoint a City Clerk and the council to confirm the appointment by majority vote. I believe Kim will make an excellent City Clerk. Kim has been acting as City Clerk since the previous clerk announced her retirement in early May. Since then Kim has taken on all functions of the position and is currently operating with minimal supervision. Kim has been with the City since October of 2019 when she started as an Accounts Receivable Clerk. Kim was promoted to Executive Assistant in April of 2021 and trained her replacement for her previous duties. Kim has gladly taken on all tasks assigned and her work product is excellent. When Kim found out the City Clerk position would be opening up she immediately signed up for additional clerk training which she completed in May and June. Kim’s attention to detail and service-oriented attitude will be an asset in a position that has to productively work with the public and all levels of the government.</p>				
RECOMMENDED ACTION: <u>Motion:</u> To confirm the mayor’s appointment of Kim Agfalvi to the position of City Clerk.				

KIMBERLY AGFALVI

City of Orting
104 Bridge St S.
Orting, WA 98360

DEAR CITY OF ORTING,

I am submitting this letter and resume in response to your job posting for City Clerk for the City of Orting.

I am currently employed as the Acting City Clerk for the City of Orting, and have completed my first year of City Clerk School. I am a licensed Notary Public with the State of Washington, an active member of the Washington Municipal Clerks Association, and am enrolled in the International Institute of Municipal Clerks where I will complete my Certified Municipal Clerks Certification Program.

I am strongly skilled at preparing meeting agendas, recording meeting minutes, maintaining agenda bills, ordinances, resolutions, and city code records. I have been working closely with staff to implement public hearings, meeting notices, and other notices as required by law. I am responsible for the implementation and execution of public records requests, as well as maintaining a records retention policy at the City of Orting. I have vast knowledge of scheduling meetings, to include meetings with the executive staff, hearing examiner cases, and public meeting notices. My strong skills also include supporting executive and management staff and acting as a liaison to the City Council. I have maintained the City website, acted as a liaison between our IT contractor and the City, and am the social media manager responsible for posting and maintaining the City social media accounts.

I have one and a half years' experience as the Accounts Receivable Clerk for the City of Orting, where my main functions daily were processing utility payments, calculating and balancing daily deposits, changing the City reader board as necessary, updating social media sites and the City website, and have completed additional projects for the City including coordinating City grants, creating and maintaining inventory lists of small and attractive assets, and assisting the City Clerk when needed. I also am the Secretary for the Orting Parks Advisory Board, which has given me experience at creating meeting minutes and agendas for their monthly meetings. During this time, I also managed the City or Orting Parks and Recreation Department, where registrations increased and the program had an increase in social media presence and the Orting Recreation Facebook page had an uptick in followers.

I also have over 12 years' experience working as an Office Manager, Bookkeeper, Payroll Specialist, and Accounting Clerk in a busy tax office located in Federal Way, WA. I am skilled at scheduling appointments, answering multiple phone lines and working

closely with others in a group setting. I have strong knowledge of general accounting principles, data entry, and reconciliations of accounts in a QuickBooks file. My vast skills include preparing paychecks for multiple companies, filing of monthly, quarterly, and annual state reports for State agencies including W2's, 1099's, Washington State Employment Security Department, Department of Labor and Industries, Washington State Paid Family Medical Leave, and the Department of Revenue mandatory state reports.

I am efficient, organized, and would be an asset to the City of Orting as the City Clerk by utilizing my skills in municipal government, accounts receivable, customer service, and the accounting and bookkeeping sector.

Thank you for your consideration, and I look forward to hearing from you.

Kimberly Agfalvi

KIMBERLY AGFALVI

Dedicated and organized professional seeking City Clerk position at the City of Orting. Currently employed as the Acting City Clerk for the City of Orting. Strongly skilled at preparation of meeting minutes and agendas, public records requests, website management, social media management, and acting as a liaison between staff and City Council, along with providing superb staff support to executive team. Professionally trained bookkeeper/payroll specialist that excels at general accounting principles, data entry, bank reconciliations, payroll processing, maintaining accounts receivables, and the filing of reports to state agencies as needed.

EXPERIENCE

APRIL 2021 - PRESENT

ACTING CITY CLERK – CITY OF ORTING

- Preparation of agenda and information packet for Council meetings, along with attendance to council and other public meetings.
- Producing and recording official meeting minutes, agenda bills, city ordinance, resolution, and city code records.
- Coordinate with staff to implement public hearings, meeting notices, and other notices according to law.
- Management of contracts.
- Responsible for records management, to include retention, destruction, and archival of records as set forth in the State of Washington retention schedule.
- Assist Mayor, Executive Staff, and City Council as needed. Perform routine office tasks as assigned or needed.
- Coordinate and complete public records requests as needed.
- Responsible for implementation of new City website, and serve as staff point of contact for all thing's website related. Liaison with City IT contractor.
- Maintains and administers City social media accounts.
- Implements all policies and procedures as directed by Administration.
- Maintain confidentiality.
- Communication with customers and assists with question, problems complaints, and customer concerns.
- Coordinate hearing examiner cases as requested.
- Notary Public

APRIL 2021 – APRIL 2021

EXECUTIVE ASSISTANT/RECORDS CLERK – CITY OF ORTING

- Coordinate meetings and logistics for Mayor, City Administrator, City Clerk, and others as requested.
- Assist City Clerk with records requests.
- Assist City Clerk with and executive staff with filing of official City records and documents, including ordinances, resolutions, meeting minutes, and documents contracts, and other documents for City Council, Commissions, and Boards.
- Website updates and implementation of new website.
- Parks Advisory Board support, as well as support of other commissions, boards, and committees assigned.
- Maintain small and attractive assets inventory list.
- Update Orting Municipal Code book.
- Maintain City social media accounts and other communication platforms.
- Perform other duties as assigned, with an emphasis to helping the executive staff and management team.
- Assist with Accounts Receivable and assist with payroll and payroll tax questions.
- Maintain City website and implementation of new website.

OCTOBER 2019 – APRIL 2021

ACCOUNTS RECEIVABLE CLERK – CITY OF ORTING

- Receive utility payments from customers.
- Prepare and balance daily deposit.
- Answer customer questions in a timely and efficient manner.
- Approve business licenses for the city.
- Change City reader board as needed.
- Answering of multiple telephone lines and customer emails.
- Coordination of City grants.
- Preparation of meeting minutes for Parks Advisory Board.
- Management of small and attractive inventory for the City.
- Parks Advisory Board Secretary.
- Parks and Recreation management including advertising on social media, implementation of program, revising Parks and Recreation application, and working with contractors and volunteers to provide best possible program to the community.

JUNE 2008 – OCTOBER 2019

BOOKKEEPER/PAYROLL SPECIALIST – TAX CONSULTANTS OF WA

- Data entry, account reconciliation using QuickBooks
- Responsible for maintaining accounts receivable, as well as paying bills for multiple companies.
- Payroll services, with experience in filing W2's and 1099's yearly, as well as filing 940, 941, Labor and Industries, Employment Security, and monthly and quarterly filings with the Department of Revenue and Washington State Paid Family Medical Leave.

- Calculation of daily deposit and entering transactions into company QuickBooks file.
- Set up and filing of paperwork for profit corporations and LLC's including filing all necessary documents with the Secretary of State office, master business licensing service, and the Internal Revenue Service.
- Customer service including answering multiple telephone lines, scheduling appointments, email communication with clients, and greeting clients as they come in for appointments.
- Office administration including ordering of all office supplies, maintaining client files, set up of new client files, processing and packaging tax returns for client review and filing, and maintaining order of client waiting room.

SEPTEMBER 2007 – JUNE 2008

EXPORT OPERATIONS – SUPERVALU INTERNATIONAL

- Responsible for daily data entry entering orders, communication with warehouse upon arrival of orders, scheduling pick up of orders from various shipping companies, adjusting invoices due to spoiled and or damaged product, and sending of invoices to client for payment.
- Email communication with clients in Japan and general account maintenance.
- Answering multiple phone lines and directing calls throughout office, greeting clients as they come in, and responsible for maintaining cleanliness of waiting area.

JUNE 1995 – DECEMBER 2006

CASHIER, RECEIVING CLERK, FRONT END MANAGER, ASST. STORE MANAGER ALBERTSONS

- Cashier responsible for fast and courteous checkout of customers including processing payments using cash, check, debit, credit, and EBT.
- Receiving Clerk responsible for check in of all DSD vendor deliveries including checking for damages and shortages, backroom maintenance including using forklift, pallet jack, and checking compliance with company safety standards.
- Assistant Front-End Manager responsible for managing cashiers as well as distribution of money to cashiers for their tills, counting deposits from cashiers, recording deposits into safe ledger, an accurate accounting of funds in safe and depositing bundles of cash into time lock box for pickup.
- Assistant Store Manager responsible for managing store when store manager was not there, accurate distribution of money to cashiers for their tills, counting deposits from cashiers, recording deposits into safe ledger, an accurate accounting of funds in safe and depositing bundles of cash into time lock box for pickup.
- Responsible for maintaining store appearance and managing employees to ensure all shifts are covered and store runs smoothly in store managers absence.

EDUCATION

SEPTEMBER 1997 – JUNE 1999

HIGHLINE COMMUNITY COLLEGE

- Attended Highline Community College for 5 quarters while maintaining an excellent GPA.

SEPTEMBER 1994 – JUNE 1997

FEDERAL WAY HIGH SCHOOL

- Band president, National Honor Society Member, Soccer and Track Captain, Recipient of the Daughters of the American Revolution Citizenship award, recipient of the John Phillip Souza award for excellence in music.

SKILLS

- Organized, detail oriented, self-starter, works independently.
- Skilled at creating meeting agendas, recording meeting minutes, and working with City Council.
- Superior communication skills.
- Strong knowledge of accounts receivable, QuickBooks, general accounting principles, federal tax filing requirements, and other state agencies software/websites for filing reports quarterly and annually.

ACTIVITIES

I reside in the City of Orting and volunteer my time as Secretary of the Orting Performing Arts Booster Club at Orting High School. I work closely with the band directors at both the middle school and the high school, where we focus on increasing participation in the marching band program. My sons both play/have played soccer for SGEO Fusion Soccer Club in Orting, the Orting High School varsity boys soccer team, and are both actively involved in the music program at Orting High School. I volunteer to fundraise at the Tacoma Dome by working in a concession stand booth, where a percentage of the money earned for my time in the concession booth is directly donated back to the Orting High School music program. I love to run, hike, and camp with my family. I have completed many 5k's, several 10k's, three half marathon races and have completed a 24 hour RAGNAR trail race at Crystal Mountain.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Ordinance Amending Park Regulations on Vending in Parks	AB21-58	CGA 7.8.2021 8.5.2021	7.21.2021	8.11.2021
	Department:	Administration		
	Date Submitted:	7/1/2021		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson/Charlotte Archer			
Fiscal Note: None				
Attachments: Draft Ordinance				
SUMMARY STATEMENT:				
<p>The City has historically allowed the sale of merchandise and refreshments in the City’s public parks, subject to a use permit and fee. At the July Study Session Council reviewed an Ordinance that would have restricted vending in the park to those that had applied for and received a special event permit. Based on the feedback from Council the Ordinance has been updated to allow merchandise and refreshment sales without a special event permit to a specific area north of the North Park building, adding an indemnification requirement and adding a requirement for vendors to have liability insurance which names the city as additional insured.</p>				
RECOMMENDED MOTION: <u>Motion:</u> To adopt Ordinance 2021-1080; amending Orting Municipal Code 8-6-3 pertaining to the sale of merchandise and refreshments in the park.				

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2021-1080**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO SALE OF MERCHANISE
AND REFRESHMENTS IN THE PARK; AMENDING
ORTING MUNICIPAL CODE SECTION 8-6-3; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City of Orting is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, the City desires to update its regulations for use of the public parks to preserve the public health and welfare benefits of the City's recreational public spaces; and

WHEREAS, accordingly, the City desires to limit the vending of refreshments and merchandise to special events hosted in the park; and

WHEREAS,

WHEREAS, the City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, and benefits the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as findings in support of this Ordinance.

Section 2. OMC Section 13-7-1, Amended. Orting Municipal Code Section 13-7-1 is hereby amended as follows:

8-6-3: PERMIT REQUIREMENTS FOR CERTAIN ACTIVITIES:

A. Activities Enumerated: It shall be unlawful in any park, without first securing a permit from the city, for any person to:

1. Public Address System: Use a public address system or other sound amplifying device.

2. Advertisements: Use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind for advertising in any park or to attach any notice, bill, poster, sign, wire, rod or card to any tree, shrub, railing, post or structure, or erect a structure of any kind.

3. Refreshment or Merchandise Sales: Sell refreshments or merchandise or engage in any business or occupation, provided:

a. the business shall also obtain all other required permits, including but not limited to a business license or valid mobile food vendor license (per OMC Chapter 3-2); and

b. these activities may only occur:

i. in the area depicted in FIGURE A, subject to a Vendor Permit issued by the City, payment of a permit fee and rental fee set by resolution of the City Council, and execution of an indemnification agreement and submission of evidence in a form acceptable to the City Administrator of liability insurance the amount of at least one million dollars (\$1,000,000) (combined single limits per occurrence), two million dollars (\$2,000,000) aggregate naming the City of Orting as additional insured; or

ii. subject to a special event permit (per OMC 3-2-26).

FIGURE A



4. Peddling Or Soliciting; Entertainment: Take up any collections or to act as or apply the vocation of a solicitor, agent, peddler, beggar, strolling musician, organ grinder, exhorter, barker or showman within a park.

B. Permit Administration:

1. Display Permit Upon Request: Any person claiming to have a permit from the city must produce and exhibit such permit upon the request of any authorized person who may desire to inspect the same.

2. Cancel Permit For Cause; Notice: The city reserves the right to cancel a permittee's activity on any day that the city wishes to make use of the facility and when there is a need of the facility which transcends the need of the permittee or for cause. Such notice shall be given at least twenty four (24) hours in advance.

3. Clean Up Facility: All permittees must leave the facility in a condition considered satisfactory to the caretaker or his designee who will supervise cleanup activities. No group shall conduct activities causing extra custodial work unless previous agreement has been made to pay for such work.

4. Assembly Of Minors; Adult Supervision: At all assemblies of minors under eighteen (18) years of age, responsible adults must be present throughout the entire function.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF ____, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill # AB21-64	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Buttes Water Intertie		Public Works 8.4.2021		8.11.2021
	Department:	Public Works/Engineering		
	Date Submitted:	8.5.2021		
Cost of Item:	<u>\$6,000</u>			
Amount Budgeted:	<u>\$0</u>			
Unexpended Balance:	<u>(\$6,000)</u>			
Bars #:	401 TBD			
Timeline:	Urgent			
Submitted By:	JC Hungerford/Scott Larson			
Fiscal Note: None				
Attachments: None				
SUMMARY STATEMENT:				
<p>The Buttes through Valley Water approached the City to find out if we would be interested in an intertie to their water system. Their current well at Orville Rd E/Buttes Dr E is failing and needs to be replaced. The Buttes have no alternative water source and are requesting temporary water while they take their current well offline and drill two new wells. The City’s current water line runs on the west side of Orville Rd E. The Buttes would be responsible for constructing and maintaining a connection to our system. We would also negotiate a wholesale water agreement.</p> <p>This request is to authorize the Mayor to spend up to \$6,000 of City Engineer and staff time to determine how much water we are able to provide them on a temporary basis. If the Engineer determines we have the capacity to provide temporary water staff can negotiate an ILA with Valley Water which would include the terms of service, ownership of water mains, notification requirements for when Valley Water will draw water from our system, preemption rights for the City, a connection fee that covers our costs for the current analysis effort and a wholesale water rate among other terms.</p>				
<p>RECOMENDED MOTION: <u>Motion:</u> to authorize the Mayor to spend up to \$6,000 evaluating a proposal from Valley Water for an interconnection between the City and the Buttes water system.</p>				