CITY OF DUPONT

Department of Community Development
1700 Civic Drive, DuPont, WA 98327
Telephone: (253) 964-8121 / www.dupontwa.gov

REPORT AND RECOMMENDATION TO THE DIRECTOR

Project:	**Hoffman Hills Division 5, Tract O**
File Number:	**PLNG 2018-050**
Date of Report:	**September 7, 2018**
From:	**Lisa Klein, AHBL (planning consultant to the City)**

SUMMARY OF REQUEST: Type I Design Review Approval

LOCATION: The east side of Hoffman Hills Boulevard between Swan Loop in DuPont, WA. Tax parcel 30117-129-3, in Section 33, Township 19, Range 01.

APPLICANT:
Brian Nguyen
Lennar Northwest Inc.
33455 6th Avenue South, Federal Way, WA 98003
(253) 590-2217

APPLICANT'S AGENT:
Ivana Halvorsen,
Barghausen Consulting Engineers, Inc.
18215 - 72nd Avenue South, Kent, WA 98032
(425) 251-6222

CITY CONTACT:
Jeffrey S. Wilson, AICP
Community Development Director
City of DuPont
1700 Civic Drive
DuPont, WA 98327-9603
Office: (253) 912-5393
jwilson@dupontwa.gov / www.dupontwa.gov

SUMMARY OF RECOMMENDATION: Staff Recommends approval of the Type I Design Review subject to conditions listed in Section F.

A. SUMMARY OF RECORD

See the list of attachments provided in Section H, which includes the submittal plans and documents and comments received on the application during the City review process (Attachments 1 – 12).

B. FINDINGS OF FACT

1. Project Description

a. The subject property is 156,721 square feet (3.6 acres) and located in the Residential -12 (R-12) zoning district.

b. The proposal is to develop 28 zero-lot line units on 28 lots. The units will face Hoffman Hill Boulevard and obtain access from the rear property line via Tract B, a private access tract. The alley will have two access points from Swan Loop. The applicant will construct the private alley as part of the project development.

c. The property is currently vacant land that was previously cleared and is devoid of shrubs and trees.

d. The project includes two floor plan options (plan 1604 and Plan 1793). The developer can pair these floor plans in several combinations to create individual duplex buildings. The proposal includes multiple elevation options for each duplex building. All buildings have rear-loading garages with driveway connections to the future alley (Tract A).

2. Site Permit History

a. The City issued a SEPA Mitigated Determination of Non-Significance (MDNS) on July 14, 2017 with 17 mitigation measures (SEPA 15-01).

b. The City issued a Hearing Examiner Decision (SUB 15-01) on September 1, 2017 for a preliminary plat application for zero lot line homes on Hoffman Hill Division 5, Tract O. The decision included 16 conditions of approval.

c. The City issued a Notice of Decision on June 28, 2018 for Site Plan Review (PLNG 2017-028).

3. Application Review Process

a. A complete application for Design Review was received by the City on August 10, 2018.

b. The applicant submitted additional plans and documents that are not needed for Design Review and are not, therefore, included in the List of Attachments (Section I). The documents not included are:

1) Legal Description

2) City of DuPont Evidence of Water Availability dated March 27, 2018

3) Pierce County Evidences of Sewer Availability dated October 13, 2017

4) ITE Traffic Generation for Single-Family Development dated Oct.10, 2014

5) Stormwater Management Report dated October 26, 2017

c. Per DMC 25.175.010(7)(b), the application is exempt from the Notice of Application and Notice of Decision process.

d. This Report and Recommendation examines the project's consistency with the Multifamily Design Regulations and Guidelines (DMC Chapter 25.65).

C. ANALYSIS AND CONCLUSIONS OF CONSISTENCY WITH DMC 25.65

The proposal has been reviewed to ensure that the project is carried out in a manner consistent with the DMC Chapter 26.65.

1. Planning Department Review

a. DMC 25.65.010 requires design review for all multifamily residential development in residential zones and specifies items to be included in the application.

Staff Response: The City received a complete application on August 10, 2018.

b. DMC 25.65.020 requires visual variety along the street face including modulation and articulations of walls and facades facing the street.

Staff Response: The Street Scene and Building Elevations shows the street-facing façades for each duplex building. The exhibit shows modulations in a manner so each unit is distinctive. Each unit is 24-ft in width and has a recessed/covered porch entry. When paired with another unit, the street-facing facades do not result in large blank, uninterrupted plains. The overall building roof forms vary from home to home with hip and gable rooflines.

c. DMC 25.65.030 requires roof pitches of between 4:12 and 12:12 and encourages various roof forms and dormers.

Staff Response: The architecture plans indicate that each building will have hip and gable rooflines. The architectural plans do not indicate the proposed roof slope. (See Condition 1)

d. DMC 25.65.040(a) requires a minimum of four feet by four feet, weatherproof entries that provide visual access to each unit and it encourages architectural features that enhance their appearance and functionality.

Staff Response: A roof structure covers all front, street-facing entries. From unit to unit, the roofline above the porch area is distinctive. The Architectural Plan sheets do not indicate the dimensions for the porch areas. However, staff utilized an architectural scale to estimate the porch dimensions. In doing so, the drawings appear to have covered entries larger than four feet by four feet.

e. DMC 25.65.040(b) encourages front porches with architectural features to enhance their appearance and functionality. Code provides up to five different options for the porch architectural features, such as porch depth of at least six feet; distinctive roof forms; decorative columns, brackets or trim; providing a change in elevation with steps up to the porch; and railings.

Staff Response: Front porches are provided for each unit. They do not appear to meet the recommended depth of 6 feet; however they do provide distinctive roof forms, trim, and provide three steps up for a change in elevation from the main façade. The 6-foot dimension for porch depth is a recommendation, not a requirement. The applicant has provided an alternative which is compliant with the available options.

f. DMC 25.65.050 requires transparent windows and four-inch stock for door and window trim.

Staff Response: The Street Scene plan shows a representative illustration for each unit. The Street Scene Plan suggests that all street-facing windows will be transparent and trim will surround all openings. However, the Architectural Plans and associated notes page do not indicate (i) the windows are transparent and (ii) the trim dimensions. (See Conditions 2 and 3)

g. DMC 25.65.060, 070 and 080, specifies street facing buildings, varying of building forms and the use of a variety of colors and materials. The landscaping requirements of 25.65.080(2)(b) require a variety of landscape design elements to create a sense of formality, repetition and demarcation between public and private use and requires at least two of four options for types of landscaping.

Staff Response: This proposal offers 16 color combinations, a family of rooflines, and exterior building materials for all street-facing facades. The color combinations and elevation options apply to the individual duplex buildings. The proposal includes architectural variety. The color hues are not 'bright colors' that the guidelines discourage. The landscaping

requirements of 25.65.080(2)(b) appear to be applicable to a different multi-family project type rather than the proposed duplex type. The proposal is compliant.

D. CITY DEPARTMENT REVIEW

The City Engineer, Building Official and City Fire Department have indicated that they have no comments on the application.

E. CONCLUSIONS

Staff has reviewed the application for consistency with DMC Chapter 25.65 and, subject to the recommended conditions below; the proposal is consistent with the multifamily design regulations and guidelines. The procedural requirements of Chapter 25.175 have been met.

F. RECOMMENDATION

Based on the Findings and Conclusions in this report, City staff recommends approval of the Hoffman Hills Division 5, Tract O development subject to the following conditions.

Prior to submittal of building permit applications:

1. The Architectural Plans shall indicate the roof pitches are between 4:12 and 12:12 and demonstrate compliance with DMC 25.65.030.
2. The Architectural Plans shall indicate that all street-facing windows will be transparent in compliance with DMC 25.65.050(1)(a)(i).
3. The Architectural Plans shall indication the trim dimensions in compliance with DMC 25.65.050(1)(a)(ii).

G. DECISION

Based on the Findings and Analysis summarized above, the City finds that the proposed Design Review, as conditioned, is consistent with DMC 25.65 and meets the standards and criteria necessary to obtain approval by the City. All conditions included in the Recommendation are incorporated herein with this Approval.

Jeffrey S. Wilson, AICP
Community Development Director
City of DuPont

9/10/2018
Date

H. APPEALS

Consistent with DMC 25.175.010 and 25.175.060(4), this decision by the director may be appealed to the City hearing examiner. Only parties of record may file an administrative appeal. An appeal must be filed within 14 days after issuance of this decision (by September 24, 2018). The instructions for filing an appeal are found in DMC 25.175.060(4).

I. LIST OF ATTACHMENTS

The following List of Attachments represents the Summary of Record on the application.

1. Cover Letter dated August 9, 2018 (Barghausen Consulting Engineers)
2. Design Review Narrative dated August 9, 2018 (Barghausen Consulting Engineers)
3. Title Report dated May 2, 2018
4. Tract O SEPA Determination (SEPA 15-01) issued July 14, 2017
5. Tract O Preliminary Plat Decision (SUB 15-01) issued September 1, 2017
6. Tract I Preliminary Plat Decision (SUB 14-02) issued August 31, 2017
7. Draft Covenants, Conditions and Restrictions
8. Design Review Civil and Landscape Plan Set and Lock and Load Wall Design Plans dated July 27, 2018 (11 Sheets) (Barghausen Consulting Engineers)
9. Floor plans and Building Elevations dated June 27, 2018 (Kevin L Crook Architect Inc.)
10. Lennar Exterior Building Materials and Colors
11. 'Preliminary' ALTA Survey dated March 17, 2017 (Barghausen Consulting Engineers)
12. Building Department Comment email dated August 27, 2018

Cc: File No. PLNG2018-050
Applicant: Brian Nguyen, Lennar Northwest, Inc. (via email)
Ivana Halvorsen, Barghausen Consulting Engineers, Inc. (via email)
Lisa Klein, AHBL (via email)
Dominic Miller, G&O (via email)
Gus Lim, Director of Public Works (via email)
Bill Anderson, Building Official (via email)
Mike Turner, Fire Marshal (via email)
Scott Hein, Public Works Supervisor (via email)

BARGHAUSEN CONSULTING ENGINEERS, INC.

CIVIL ENGINEERING, LAND PLANNING, SURVEYING

August 9, 2018
COURIER DELIVERY

RECEIVED
AUG 10 2018
CITY OF DUPONT

Jeff Wilson
Planning Director
City of DuPont
1700 Civic Drive
DuPont, WA 98327

RE: Application for Type I Multi-Family Design Review
Hoffman Hills Division 5, Tract O
Approved Preliminary Plat No. SUB15-01
Our Job No. 18391

Dear Jeff:

On behalf of Lennar Northwest, Inc., we are submitting the application for Multi-Family Design Review for the project referenced above. The Design Review was deferred for the preliminary plat because at that time the developer had not been determined.

As noted in DMC 25.175, DMC 25.65 and on the Land Use Application Form, the following materials are enclosed for review:

1. Land Use Permit Application Form
2. Design Review Narrative prepared by Barghausen Consulting Engineers, Inc. dated May 10, 2018
3. Two (2) copies of the Legal Description (Exhibit "A")
4. Two (2) copies of the Evidence of Water Availability from the City of DuPont dated March 27, 2015
5. Two (2) copies of Evidence of Sewer Availability from Pierce County dated October 13, 2017
6. Two (2) copies of the ADT Memo prepared by Barghausen Consulting Engineers, Inc. dated October 10, 2014
7. Two (2) copies of the complete Title Report dated May 2, 2018
8. Two (2) copies of the Tract O SEPA Determination issued July 14, 2017
9. Two (2) copies of the Tract O Preliminary Plat Decision issued September 1, 2017
10. Two (2) copies of the Tract I Preliminary Plat Decision (SUB 14-02) issued August 31, 2017
11. Two (2) copies of the Draft Covenants, Conditions, and Restrictions
12. One (1) reduced 8 1/2- x 11-inch copy of the Design Review Plan Set
13. Seven (7) copies of the Design Review Plan Set, including:

RCVD 8/10/18

Attachment 1. Cover Letter dated August 9, 2018 (Barghausen Consulting Engineers)

a. Design Review Civil Plans prepared by Barghausen Consulting Engineers, Inc. dated July 27, 2018, including:

   i. Cover Sheet

   ii. Existing Conditions Plan

   iii. Horizontal Control Plan

   iv. Grading and Retaining Wall Plan

   v. Road and Storm Plan

   vi. Water Plan

   vii. Sewer Plan

   viii. Landscape Plans (L1 – L3)

   ix. Lock and Load Wall Design Plan by Earth Solutions NW, LLC dated December 12, 2017 (W-1)

b. Floor Plans and Building Elevations prepared by Kevin L. Crook Architect Inc. dated June 27, 2018

c. Lennar exterior building materials and colors

d. ALTA Survey prepared by Barghausen Consulting Engineers, Inc. dated March 17, 2017

14. Stormwater Management Report prepared by Barghausen Consulting Engineers, Inc. dated October 26, 2017 (Memo To Wm Anderson)

15. One (1) CD containing the entire submittal package in PDF format

16. One check in the amount of $1,500 for the Type I Land Use Fee Deposit

The materials noted comprise a complete application for Type I Multi-Family Design Review. Please contact me at this office with the notice of complete application and any comments or questions.

Respectfully,



Ivana Halvorsen
Senior Planner

IH/lb
18391c.007.docx
enc: As Noted
cc: Brian Nguyen, Lennar Northwest, Inc.
Bryan Schwartz, Barghausen Consulting Engineers, Inc.

DESIGN REVIEW NARRATIVE
HOFFMAN HILLS DIVISION 5, TRACT O

Prepared by
Barghausen Consulting Engineers, Inc.
August 9, 2018
Our Job No. 18391

The following provides the code-based Design Review requirements in italics followed by the applicant's responses to the Design Review criteria.

25.65.010 Administration.
(1) Design Review Required. All applications for multifamily site plan permits in the residential, commercial and mixed use land designations or districts are subject to the regulations and guidelines in this chapter.

(2) Application. An application for a design review subject to this chapter shall be submitted to the city for processing together with an application for site plan review. Design review shall be processed with a Type I procedure as set forth in DMC 25.175.010 with a filing fee per DMC 2.03.010. A complete application shall consist of:

(a) Building elevations at a minimum scale of one inch equals eight feet including exterior building materials and color;

(b) Site plan at a minimum scale of one inch equals 20 feet;

(c) Conceptual landscape plan at a minimum scale of one inch equals 20 feet;

(d) No drawing shall be larger than 24 inches by 36 inches in size;

(e) All elements of a development project permit application, DMC 25.175.020, except subsections (2)(c), legal description, (2)(e), water availability, (2)(f), sewer availability, and (2)(h), material submitted as a result of preapplication review. (Ord. 05-790 § 1; Ord. 02-707 § 1)

Response: All required items have been included with the application.

25.65.020 Articulation and overall massing/ bulk of buildings.
(1) Intent. To provide visual variety along the street face.

(2) Standards Required.

(a) Buildings shall include modulation along the facades facing and visible from public rights-of-way.

(b) Walls facing streets shall be modulated with bays and recesses at least six feet wide and no more than 25 feet wide and at least two feet deep. Walls up to 36 feet wide may be allowed without modulation on up to half of the building width when approved alternate means are incorporated to provide visual variety. Most modulation shall extend to the roof, except at balconies. The purpose is not to create a regular rigid solution but rather to break up the mass in creative ways.

(c) Horizontal facades longer than 25 feet shall be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least one of the following methods shall be included:

(i) Distinctive roof forms;

(ii) Changes in materials;

(iii) Window patterns; and

Attachment 2. Design Review Narrative dated August 9, 2018 (Barghausen Consulting Engineers)

(iv) Color differentiation.

Response: Two floor plans (Plan 1604 and Plan 1793) are offered with multiple elevations (A, AA, and B elevations). The 1604 unit is 24 feet wide with modulation from ground to roof, covered front porch, varied colors, and different siding textures. The 1793 unit is 24 feet wide with modulation from ground to roof, covered front porch, varied colors, and different siding textures. The units can be paired with either footprint, as 1604+1604 or 1604+1793 (for example).

As shown on the Street Scene provided in the architectural plans, the street-facing façades have modulation so that each unit is distinctive. The front-facing façades have some modulation and different siding materials for interest. Covered porches are provided. The overall building roof forms vary from home to home, with assorted hip and gable roof lines. Please refer to the Street Scene Plan and elevations.

25.65.030 Pitched roof forms.
(1) Intent.

(a) To maintain and continue the historic image of the city and its residential neighborhoods.

(b) To enhance access to views of the surrounding hills and forests.

(2) Standards.

(a) Required:

(i) Structures shall incorporate pitched roof forms having slopes between 4:12 and 12:12.

(ii) Flat or lower sloped roof portions shall have parapets or edge details that provide visual interest.

(b) Encouraged:

(i) Each facade facing a street is encouraged to have a gabled form roof, or other roof forms, such as hip roofs, dormers and overhangs.

(ii) Dormers less than half the facade length may be pitched at shallower slopes or flat when appropriate.

Response: The proposed roof pitches meet the minimum slope requirement. Hip, gable, and shed roof lines are offered facing the public street. Please refer to the Street Scene Plan and elevations.

25.65.040 Entrance and front porch.
(1) Intent. To provide a safe and welcoming entry and to encourage social interaction among neighbors.

(2) Standards.

(a) Required:

(i) All entries shall have a weatherproof roof covering, appropriate to the size and importance of the entry but at least four feet deep and four feet wide.

(ii) Primary entries shall provide visible access directly to dwelling units or through elevator lobbies, stairwells, and corridors.

(b) Encouraged. Front porches are encouraged and should include architectural features to enhance their appearance and functionality:

(i) Depth of at least six feet capable of accommodating seating or alcoves;

(ii) Distinctive roof forms;

(iii) Architectural details such as decorative columns, brackets, or trim;

(iv) Change in elevation – three steps up are recommended unless the unit is specifically designed as ADA accessible;

(v) Railings.

Response: All proposed entries are covered with a roof area, as required. From unit to unit, the roofline above the porch area is distinctive.

25.65.050 Window and door.
(1) Intent. To maintain a lively and active street face.

(a) Required:

(i) Windows facing streets shall be transparent.

(ii) Windows and doors shall be surrounded by at least four-inch stock. The trim at the top of the window is encouraged to be wider when it reflects the style of the building.

(b) Encouraged:

(i) Façades should include windows of varying size and shape.

(ii) Where there are public spaces adjacent to the street or sidewalk building facades are encouraged to have more and larger areas of transparent glass.

(iii) Cantilevered bay windows are encouraged and may be allowed to project up to 18 inches into required setbacks.

(iv) Divided windows are encouraged, appropriate to the architectural style of the building.

(v) Windows in existing buildings with historic character are encouraged to be maintained and restored. Replacement windows shall be sensitive to the original architectural style of historic structures.

Response: As shown on the Street Scene Plan, the proposed street facing windows are transparent and divided. Shutters are provided on some upper floor windows.

25.65.060 Color.
(1) Intent. To create a lively, visually interesting streetscape with a range of compatible colors and to avoid dull or monotonous colors.

(2) Standards.

(a) Required: Generally, bright, intense colors shall be reserved for minor accent trim, with the body of the building a more muted color. Bright colors are not discouraged, but should be used sparingly to emphasize particular architectural features. A color palette that includes more intense color may be considered by the city upon review of a fully colored depiction of the building prepared by a licensed architect or a graphic designer.

(b) Not Allowed: Bright colors shall not be used for commercial purposes to draw attention to a building, even for a temporary use such as a sales office.

Response: Please see the three pages of Lennar color combinations planned for this community (including Blocks I and J).

25.65.070 Building design variety.
(1) Intent. To avoid monotonous repetition of the same building forms, materials, and colors in larger developments.

(2) Standards.

(a) Projects submitted for review containing more than three buildings with dwelling units shall display variety in building facades, rooflines, materials, and colors. This does not mean that adjacent facades must exhibit completely different architectural styles (e.g., Colonial next to Craftsman). Nor does it mean that the development cannot be all of one architectural style.

(b) Multiple buildings within a subdivision shall be designed to employ a "family" of roof forms, facade compositions, windows and doors, trim, materials, and color schemes that convey individuality within an overall sense of visual continuity.

Response: The project proposes a family of roof lines and material packages. A large variety of color schemes are available as shown in the plan set. The unit-to-unit appearance is varied to reduce massing of the two-unit townhouses. Please see enclosed Street Scene Plan.

25.65.080 Spaces between buildings and adjacent streets.
(1) Intent. To ensure that spaces located between buildings and adjacent streets contribute to the overall townscape, and reinforce building style rather than merely to provide foundation planting.

(2) Standards.

(a) Buildings shall face a street or open space and avoid a twisted orientation.

(b) A variety of landscape design elements shall be used to create sense of formality, repetition and demarcation between public and private use. In order to achieve this, "suburban" landscape designs involving freeform, curvilinear planting beds, with random clusters of trees and shrubs, and patches of lawn are not desired. Rather, such spaces shall be designed to frame the streets, emphasize building entrances, and define private courtyards. At least two of the following features shall be used:

(i) Ornamental trees, at least two-inch caliper, with regular spacing, parallel to the street.

(ii) Hard-surfaced area containing seating in the form of benches and/or low ledges.

(iii) Formal beds of seasonal plantings.

(iv) Low hedges.

Response: The project includes front-facing homes that are oriented to Hoffman Hill Boulevard. Landscaping in Tract B will be as shown on the landscape plan. Individual lots will be landscaped with the buildings.

SUBDIVISION

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0125282-16

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

Lennar Northwest, Inc.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Chicago Title Company of Washington
701 5th Avenue, Suite 2700
Seattle, WA 98104

Countersigned By:

Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Attachment 3. Title Report
dated May 2, 2018

ISSUING OFFICE:
Title Officer: Seattle Builder / Unit 16 Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104 Phone: (206)628-5623 Main Phone: (206)628-5623 Email: CTISeattleBuilderUnit@ctt.com

SCHEDULE A

Liability	Premium	Tax
$1,000.00	$350.00	$35.35

Effective Date: May 2, 2018 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

Lennar Northwest, Inc., a Delaware corporation

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

Tract O, Hoffman Hill Division 5 Phase 1 (Village IV), according to the plat thereof, recroded October 9, 2008, under recording number 200810095003, in Pierce County, Washington.

SCHEDULE B

GENERAL EXCEPTIONS

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Cascade Land Conservancy
Purpose:	ingress and egress
Recording Date:	September 26, 2003
Recording No.:	200309261350
Affects:	Portion of said premises

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pierce County
Purpose:	Sanitary Sewer
Recording Date:	October 10, 2005
Recording No.:	200510100141
Affects:	Portion of said premises

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy, Inc.
Purpose:	One or more Utility Systems
Recording Date:	June 9, 2006
Recording No.:	200606090282
Affects:	Portion of said premises

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pierce County
Purpose:	Sanitary Sewer
Recording Date:	November 7, 2007
Recording No.:	200711070298
Affects:	Portion of said premises

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pierce County
Purpose:	sewer facilities
Recording Date:	February 13, 2018
Recording No.:	201802130475
Affects:	as described therein

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy, Inc.
Purpose:	utility systems
Recording Date:	April 27, 2018
Recording No.:	201804270891
Affects:	as described therein

SCHEDULE B
(continued)

7. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in the deed

   Grantor: Weyerhaeuser Timber Co., a Washington corporation
   Recording Date: December 9, 1991
   Recording No.: 9112090237

   Said instrument has been modified by instrument recorded under recording no. 9405130746.

8. Covenants, conditions, liability for assessments, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

   Recording Date: March 15, 1994
   Recording No.: 9403150847

   Modification(s) of said covenants, conditions and restrictions

   Recording Date: October 9, 2008
   Recording No.: 200810090245

9. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the plat of:

   Hoffman Hill Division 5 Phase 1 (Village IV)

   Recording No: 200810095003

10. Provisions contained in the articles of incorporation and bylaws of Northwest Landing Residential Owners Association, as disclosed by statutory warranty deed recorded under recording number 200901070222.

11. Notification regarding rockery walls and lateral support improvements, including the terms and provisions thereof:

   Recorded: August 10, 2009
   Recording number: 200908100508

12. Mitigation Agreement and terms and provisions thereof, providing for assessment of fees to mitigate impact on the district by additional students:

   School District: Steilacoom Historical School District No. 1
   Recorded: December 1, 1999
   Recording number: 9912010353

SCHEDULE B
(continued)

13. Agreement for right of way and Landscaping maintenance, including the terms and provisions thereof:

Recorded: October 9, 2008
Recording number: 200810090246

14. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2018
Tax Account No.:	300117-129-3
Levy Code:	055
Assessed Value-Land:	$844,500.00
Assessed Value-Improvements:	$0.00

General and Special Taxes:	
Billed:	$9,843.30
Paid:	$4,921.65
Unpaid:	$4,921.65

END OF EXCEPTIONS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

END OF NOTES

END OF SCHEDULE B

(1)

CHICAGO TITLE INS. CO (4)
REF# 500269-16

201710200615 ACLARK1 4 PGS
10/20/2017 02:50:30 PM $77.00
AUDITOR, Pierce County, WASHINGTON

When recorded return to:
Lennar Northwest, Inc., A Delaware Corporation
33455 6th Avenue South, Unit B1
Federal Way, WA 98003

Filed for record at the request of:

CHICAGO TITLE
COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201

Escrow No.: 500053269

STATUTORY WARRANTY DEED

THE GRANTOR(S) NoJack4 LLC, A Washington Limited Liability Company

for and in consideration of Ten And No/100 Dollars ($10.00) , and other valuable consideration in hand paid, conveys, and warrants to Lennar Northwest, Inc., A Delaware Corporation

the following described real estate, situated In the County of Pierce, State of Washington:

Tract I and O, Hoffman Hill Division 5 Phase 1 (Village IV), according to the plat there, recorded October 9, 2008, under recording number 200810095003, In Pierce County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 300117-124-2, 300117-125-3, 300117-129-2

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 20, 2017

NoJack4 LLC, A Washington Limited Liability Company

By: Wooddale Properties, LLC, A Washington Limited Liability Company
Its Manager

BY: _____
Theodore L. McCaugherty
Manager

10/20/2017 02:34:01 PM ACLARK1 4448042 1 PG
EXCISE COLLECTED: $26,967.00 PROC FEE: $0.00
AUDITOR
Pierce County, WASHINGTON TECH FEE: $5.00

4

STATUTORY WARRANTY DEED
(continued)

State of WA
County of Snohomish

I certify that I know or have satisfactory evidence that Theodore L. McCaugherty

~~is/are the~~ person~~(s)~~ who appeared before me, and said person acknowledged that ~~(he/she/they)~~ signed this instrument, on oath stated that ~~(he/she/they)~~ was authorized to execute the instrument and acknowledged it as the Manager * of NoJack4 LLC, A Washington Limited Liability Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/17/17

Name: Katie Brazel
Notary Public in ~~and for the State of~~ WA
Residing at: Snohomish
My appointment expires: 8/29/19

KATIE BRAZEL NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 8-29-19

* of Woodale Properties LLC, a Washington Limited Liability Company, manager ...

EXHIBIT "A"
Exceptions

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Cascade Land Conservancy
Purpose:	ingress and egress
Recording Date:	September 26, 2003
Recording No.:	200309261350
Affects:	Portion of said premises

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pierce County
Purpose:	Sanitary Sewer
Recording Date:	October 10, 2005
Recording No.:	200510100141
Affects:	Portion of said premises

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy, Inc.
Purpose:	One or more Utility Systems
Recording Date:	June 9, 2006
Recording No.:	200606090282
Affects:	Portion of said premises

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pierce County
Purpose:	Sanitary Sewer
Recording Date:	November 7, 2007
Recording No.:	200711070298
Affects:	Portion of said premises

Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in the deed

Grantor:	Weyerhaeuser Timber Co., a Washington corporation
Recording Date:	December 9, 1991
Recording No.:	9112090237

Said instrument has been modified by instrument recorded under recording no. 9405130746.

Covenants, conditions, liability for assessments, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date:	March 15, 1994
Recording No.:	9403150847

Modification(s) of said covenants, conditions and restrictions

Recording Date:	October 9, 2008
Recording No.:	200810090245

Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, end other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenent or restriction is permitted by applicable lew, as set forth on the plat of:

Hoffman Hill Division 5 Phase 1 (Village IV)

Recording No: 200810095003

Provisions contained in the articles of incorporation and bylaws of Northwest Landing Residential Owners Association, as disclosed by statutory warranty deed recorded under recording number 200901070222.

EXHIBIT "A"

Exceptions
(continued)

Notification regarding rockery walls and lateral support improvements, including the terms and provisions thereof:

Recorded: August 10, 2009
Recording number: 200908100508

Mitigation Agreement and terms and provisions thereof, providing for assessment of fees to mitigate impact on the district by additional students:

School District: Steilacoom Historical School District No. 1
Recorded: December 1, 1999
Recording number: 9912010353

Agreement for right of way and Landscaping maintenance, including the terms and provisions thereof:

Recorded: October 9, 2008
Recording number: 200810090246

Matters disclosed by a survey of Tract I by Barghausen Consulting Engineers, Inc., dated March 17, 2017 under Job No. 18389, as follows:

A. Location of a brick planter in relation to the northwesterly property line, and any adverse rights stemming therefrom.
B. Storm drain line located outside of easement area in a northwesterly portion of Tract I.
C. Storm drain line located outside of easement area in southerly portions of Tract I.

Matters disclosed by a survey of Tract O by Barghausen Consulting Engineers, Inc., dated March 17, 2017 under Job No. 18389, as follows:

A. Underground powerline located outside of easement area in a southwesterly portion of Tract O.

200810095003.001

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)
A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY, DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. WE DEDICATE THE ROADS AND EASEMENTS SHOWN HEREIN TO THE USE OF THE PUBLIC FOREVER AND HEREBY GRANT TO THE PUBLIC THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADE OF THE STREETS. FURTHERMORE, THE OWNERS AND SUBSEQUENT PURCHASERS WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SUCH ROADS AS SHOWN HEREIN. THIS SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND.

THE QUADRANT CORPORATION, A WASHINGTON CORPORATION

BY: Gregory D. Moore TITLE: Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF Pierce } SS

ON THIS 24 DAY OF September, 2008, BEFORE ME, PERSONALLY APPEARED Gregory D. Moore, KNOWN TO ME TO BE THE OFFICER OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Terry L Trimble
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT King County
MY COMMISSION EXPIRES 7-1-2012

TERRY L. TRIMBLE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 7-1-12

ASSESSOR–TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

Linda Madsen 10-8-08
ASSESSOR-TREASURER, PIERCE COUNTY, WASHINGTON DATE

CITY OF DUPONT ENGINEER

I HEREBY CERTIFY THAT ALL ROADS AND THE ASSOCIATED STORM SEWER SYSTEM IN THIS PLAT HAVE BEEN CONSTRUCTED TO CITY STANDARDS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DUPONT ENGINEER OR THAT A FINANCIAL GUARANTEE IN AN AMOUNT SUFFICIENT TO COMPLETE THE WORK IS DEPOSITED IN THIS OFFICE, I FURTHER CERTIFY THAT THIS PLAT IS HEREBY APPROVED.

CITY ENGINEER 9/30/08 DATE

SURVEY INSTRUMENTATION

SURVEYING PERFORMED IN CONJUNCTION WITH THIS PLAT UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:

10" TOTAL STATION MAINTAINED TO MANUFACTURER'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100.

PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090.

SEWER UTILITY NOTES:

A PUBLIC SANITARY SEWER EASEMENT WITH AN ACCESS ROAD EXISTS OR IS BEING CREATED.

A. NO GRADING, OTHER THAN FOR NORMAL LOT GRADING FOR A SINGLE FAMILY RESIDENCE, WILL BE DONE WITHIN THE VICINITY OF A PIERCE COUNTY PUBLIC SANITARY SEWER LINE OR EASEMENT.

B. NO STRUCTURES (I.E. SHEDS, DECKS, ETC.) OR OBSTRUCTION (I.E. LANDSCAPE PLANTS ETC.) WILL BE PLACED WITHIN A PUBLIC SANITARY SEWER EASEMENT.

C. NO FENCES WILL BE CONSTRUCTED ON A PUBLIC SANITARY SEWER EASEMENT UNLESS THERE ARE ACCESS GATES FOR MAINTENANCE WORKERS/VEHICLES OF THE PIERCE COUNTY DEPARTMENT OF PUBLIC WORKS AND UTILITIES. MAINTENANCE WORKS/VEHICLES SHALL HAVE UNRESTRICTED ACCESS 24 HOURS A DAY.

OFFICE OF THE MAYOR

I HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED BY THE OFFICE OF THE MAYOR AND THAT THE PLATTING FEE HAS BEEN PAID.

Jamaan J. Jenkins 10-3-08
MAYOR, CITY OF DUPONT DATE

FIRE PREVENTION BUREAU

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED, SUBJECT TO COMPLIANCE WITH ALL CURRENT REQUIREMENTS OF THE FIRE PREVENTION BUREAU.

FIRE CHIEF 10-03-08 DATE

CITY TREASURER

I HEREBY CERTIFY THAT ALL CITY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

Dawn Masko 10-3-08
CITY ACCOUNTANT, CITY OF DUPONT DATE

CITY LAND USE COUNSEL

APPROVED AS TO FORM.

CITY LAND USE COUNSEL 10-6-08 DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 9th DAY OF October, 2008, AT 55 MINUTES PAST 11 A.M. AT THE REQUEST OF _____, RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON, RECORDING NUMBER 200810095003

Pat McCarthy By: Reynette Magaoay
PIERCE COUNTY AUDITOR

FEE $122.00

BY _____

COUNTY AUDITOR PIERCE COUNTY WASHINGTON PAT McCARTHY

SURVEYOR'S CERTIFICATE

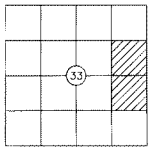
I HEREBY CERTIFY THAT THIS PLAT OF "HOFFMAN HILL DIVISION 5 PHASE 1 (VILLAGE IV)" IS BASED UPON A SURVEY OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., THAT ALL COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON, THAT ALL MONUMENTS AND CORNERS AS SHOWN HEREON WILL BE SET CORRECTLY ON THE GROUND, AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

Cynthia A. Flood
CYNTHIA A. FLOOD, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO 29281

CYNTHIA A. FLOOD STATE OF WASHINGTON 29281 REGISTERED PROFESSIONAL LAND SURVEYOR

09-24-2008

THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M.



PIERCE COUNTY PUBLIC WORKS AND UTILITIES -- SEWER UTILITY

SEE NOTES 8 AND 9 AND EXCEPTIONS 3, 8 AND 9 ON SHEET 3 OF 8

SANITARY SEWER? [X] YES [ ] NO

IS THE SUBJECT PROPERTY WITHIN THE URBAN GROWTH AREA? [X] YES [ ] NO

FOR Ryan Dalo 9-26-08
WASTEWATER UTILITY MANAGER (AKA DIRECTOR OF UTILITIES) DATE

ORIGINAL

VOL./PG.

ESM CONSULTING ENGINEERS LLC
33915 1st Way South #200
Federal Way, WA 98003
www.esmcivil.com
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
ELLENSBURG (509) 674-1905
Civil Engineering | Land Surveying | Land Planning
Public Works | Project Management | Landscape Architecture

DATE : 09-04-2008	JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./W.D.D.	SHEET 1 OF 8

DWG NAME: 129\47\979\PLOTS\FP-01.DWG

200810095003

200810095003.002

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, BEING A 6" X 6" INCH CONCRETE MONUMENT WITH HOLE IN CENTER, ALSO KNOWN AS FORT LEWIS MONUMENT NO. 281, AS SHOWN ON THAT RECORD OF SURVEY BY ESM, INC. RECORDED UNDER PIERCE COUNTY RECORDING NO. 9303050249;

THENCE ALONG THE MONUMENTED FORT LEWIS BOUNDARY AS SHOWN ON SAID RECORD OF SURVEY, S 01°57'26" W, 247.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MONUMENTED FORT LEWIS BOUNDARY, S 01°57'26" W, 1077.42 FEET TO A 6" X 6" CONCRETE MONUMENT WITH BRASS DISC AND P.K. NAIL, ALSO KNOWN AS FORT LEWIS MONUMENT NO. 282 AS SHOWN ON THAT RECORD OF SURVEY;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AS SHOWN ON SAID RECORD OF SURVEY, N 88°23'50" W, 1324.57 FEET TO A 3" DIAMETER CONCRETE MONUMENT WITH 1-1/2" BRASS DISC WITH PUNCH, AT THE SOUTHWEST CORNER OF SAID SUBDIVISION AS SHOWN ON SAID SURVEY;

THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, N 01°57'18" E, 1327.59 FEET TO A 6" X 6" CONCRETE MONUMENT WITH LARGE "X" AT THE NORTHWEST CORNER OF SAID SUBDIVISION AS SHOWN ON SAID SURVEY;

THENCE N 20°23'38" E, 96.75 FEET;

THENCE N 11°11'04" E, 49.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY 36.57 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 24.50 FEET, THE RADIUS POINT OF WHICH BEARS N 11°11'04" E, THROUGH A CENTRAL ANGLE OF 85°31'56" TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY 75.95 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 604.50 FEET, THROUGH A CENTRAL ANGLE OF 07°11'56" TO A POINT OF TANGENCY;

THENCE N 22°51'04" E, 92.15 FEET TO THE SOUTHERLY LINE OF THE PLAT OF "HOFFMAN HILL DIVISION 4 PHASE 2B (VILLAGE IV)" AS RECORDED UNDER PIERCE COUNTY RECORDING NO. 200808105004;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PLAT THE FOLLOWING COURSES:

N 22°51'04" E, 177.80 FEET;

S 67°08'56" E, 58.00 FEET TO THE MOST SOUTHERLY POINT ON THE EASTERLY MARGIN OF HOFFMAN HILL BOULEVARD AS DEPICTED ON SAID PLAT, SAID MARGIN BEING ON THE WESTERLY LINE OF THE PLAT OF "HOFFMAN HILL DIVISION 4 PHASE 3 (VILLAGE IV)" AS RECORDED UNDER PIERCE COUNTY RECORDING NO. 200702235002;

THENCE ALONG SAID WESTERLY LINE AND THE SOUTHERLY LINE OF SAID PLAT OF "HOFFMAN HILL DIVISION 4 PHASE 3 (VILLAGE IV)", THE FOLLOWING COURSES:

S 22°51'04" W, 177.80 FEET;

S 67°08'56" E, 152.51 FEET;

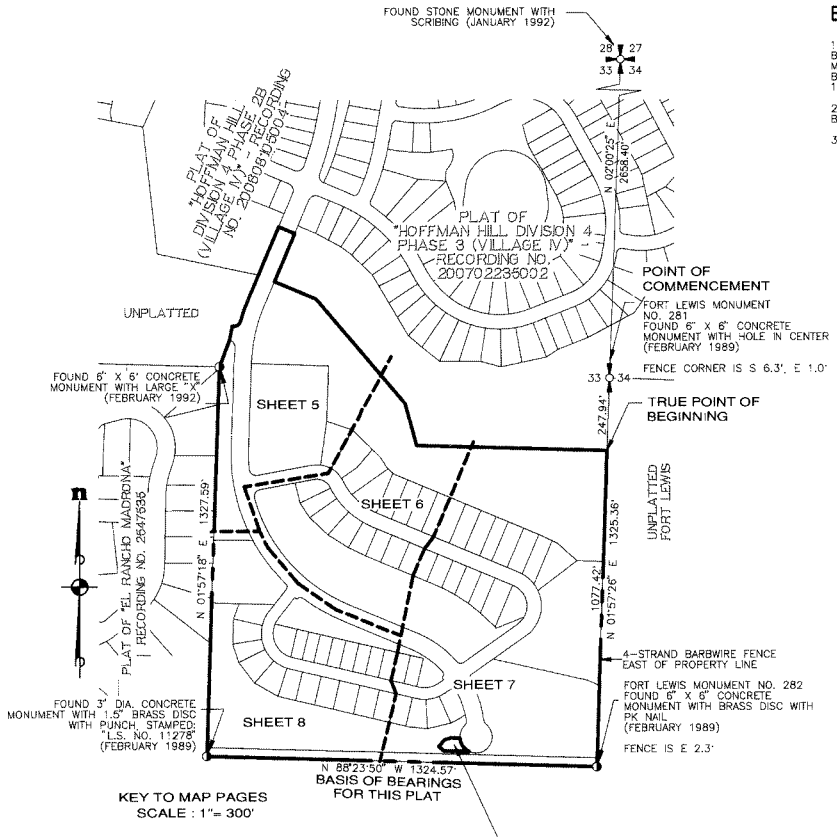
S 40°14'53" E, 467.52 FEET;

S 15°14'05" E, 147.92 FEET;

S 88°23'50" E, 647.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO PIERCE COUNTY BY CORRECTION STATUTORY WARRANTY DEED RECORDED UNDER PIERCE COUNTY RECORDING NO. 200809170649;

SITUATE IN THE CITY OF DUPONT, COUNTY OF PIERCE, STATE OF WASHINGTON.



BASIS OF HORIZONTAL DATUM

1) THE BASIS OF HORIZONTAL DATUM IS CORPS OF ENGINEERS, U.S. ARMY. BEARING FROM EXISTING FORT LEWIS MONUMENT NO. 274 TO EXISTING FORT LEWIS MONUMENT WITH 3" ALUMINUM DISK STAMPED: "CORPS OF ENGINEERS--U.S. ARMY BOUNDARY RESERVATION --DO NOT DISTURB-- L.S. NO. 11278" -- N 88°33'16" W 1937.09'

2) FOR ADDITIONAL SUBDIVISIONAL INFORMATION SEE THAT RECORD OF SURVEY BY ESM, INC. RECORDED UNDER PIERCE COUNTY RECORDING NO. 9303050249.

3) A SPECIFIC BASIS OF BEARINGS FOR THIS PLAT IS DEPICTED HEREON.

EXCEPTION
CONVEYED TO PIERCE COUNTY BY RECORDING NO. 200809170649

CYNTHIA A. FLOOD STATE OF WASHINGTON 29281 REGISTERED PROFESSIONAL LAND SURVEYOR
09-24-2008

ORIGINAL

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ESM CONSULTING ENGINEERS LLC
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www.esmcivil.com
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

DWG NAME: 129\47\979\PLOTS\FP-02.DWG

DATE : 09-24-2008	JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./C.A.F./W.D.D.	SHEET 2 OF 8

200810095003

200810095003.003

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

NOTES

1) A REBAR AND PLASTIC CAP MARKED "ESM, INC. 29294/29281" SHALL BE SET AT ALL REAR LOT CORNERS AND LOT ANGLE POINTS, EXCEPT AS NOTED. THERE MAY BE INSTANCES WHERE A PK NAIL AND BRASS TAG MARKED "LS 29294/LS 29281" ARE SET AT REAR CORNERS OR LOT ANGLE POINTS WHEN AN OBSTACLE PREVENTS SETTING A REBAR AND CAP. THE INTERSECTION OF LOT LINES WITH STREET IMPROVEMENTS SHALL BE REFERENCED BY A PK NAIL AND BRASS TAG MARKED "LS 29294/LS 29281" SET IN THE TOP OF CURB OR THICKENED EDGE OF ASPHALT ON THE EXTENSION OF THE LOT LINE. LOT CORNERS OR STREET MONUMENTS NOT SET AT THE TIME OF PLAT RECORDING SHALL BE BONDED FOR AND SHALL BE SET AS CONSTRUCTION IS COMPLETED.

2) FOR ADDITIONAL SUBDIVISIONAL INFORMATION SEE THAT RECORD OF SURVEY BY ESM, INC. RECORDED UNDER PIERCE COUNTY RECORDING NO. 9303050249.

3) AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO PUGET SOUND ENERGY, INC., QWEST-PIERCE TELEPHONE COMPANY, COMCAST, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE STREET(S), IF ANY, AND THE EXTERIOR (10) FEET OF LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL PUBLIC STREET(S) AS DEPICTED HEREIN, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE AND OTHER UTILITY SERVICE, TOGETHER THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED. UPON GRANTEE'S COMPLETION OF ANY MAINTENANCE, REPAIR, REMOVAL OR REPLACEMENT OF THE UTILITY SYSTEMS, GRANTEE SHALL, AT ITS SOLE COST, (I) RESTORE THE EASEMENT AREA TO A CONDITION SUBSTANTIALLY EQUAL TO THE CONDITION IT WAS IN IMMEDIATELY PRIOR TO GRANTEE'S CONDUCTING SUCH ACTIVITIES, AND (II) REMOVE FROM SUCH AREAS ALL MATERIALS, SUPPLIES, EQUIPMENT, AND DEBRIS BROUGHT ONTO THE EASEMENT AREA BY GRANTEE OR ITS CONTRACTORS OR SUBCONTRACTORS IN CONNECTION WITH SUCH ACTIVITIES.

4) AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DUPONT AND OTHER UTILITY PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOR PUBLIC AND PRIVATE STORM DRAINAGE, WATER SERVICE, IRRIGATION, AND OTHER UTILITIES UNDER AND UPON THE 10 FEET OF LOTS AND TRACTS ADJACENT TO AND ABUTTING PUBLIC STREETS OR ROADS, PARALLEL WITH AND ADJOINING EXISTING OR PROPOSED ACCESS RIGHT OF WAY AS DEPICTED HEREIN, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. ALSO HEREBY GRANTED IS THE RIGHT TO USE ALL STREET AND ROAD RIGHTS OF WAY FOR THE SAME PURPOSES. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING. (THE 10 FOOT WIDE EASEMENT ADJOINING STREETS MAY CONTAIN PRIVATE STORM DRAINAGE SYSTEMS AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE AT THE CITY OF DUPONT. THE MAINTENANCE OF THOSE PRIVATE STORM DRAINAGE SYSTEMS SHALL BE THE RESPONSIBILITY OF THOSE LOT OWNERS BENEFITING FROM SAID SYSTEMS.)

5) THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO HOFFMAN HILL BOULEVARD FROM LOT 76, WHICH ABUTS IT.

6) THE CITY SHALL HAVE THE RIGHT TO ENTER ALL EASEMENTS DEDICATED TO THE CITY TO INSTALL, LAY, CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN CITY UTILITIES. NO PERMANENT STRUCTURES SHALL BE ERECTED ON OR LARGE TREES OR SHRUBS SHALL BE PLANTED IN THE AREA. NO OTHER UTILITY OR STRUCTURE SHALL BE LOCATED CLOSER THAN 5 FEET FROM A CITY UTILITY. THE GRANTOR SHALL OBTAIN THE WRITTEN CONSENT OF THE CITY PRIOR TO THE INSTALLATION OF ANY UTILITY OR STRUCTURE ACROSS CITY EASEMENTS.

7) ALL LOTS ARE HEREBY SUBJECT TO AN EASEMENT 2.50 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL INTERIOR LOT LINES AND 5.00 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL REAR LOT LINES FOR THE PURPOSE OF PRIVATE STORM DRAINAGE. IN THE EVENT A LOT LINE ADJUSTMENT IS APPROVED BY THE CITY AFTER THE RECORDING OF THIS PLAT, THE EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE STORM DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE LOTS AND/OR TRACTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURES OTHER THAN DRIVEWAYS, FENCES OR YARD DRAINS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS. THESE EASEMENTS HAVE NOT BEEN DEPICTED HEREIN.

8) ALL LOTS WITHIN THIS PLAT ARE SERVED BY A PUBLIC SANITARY SEWER SYSTEM WHICH IS CONNECTED TO PIERCE COUNTY'S SANITARY SEWER.

9) PIERCE COUNTY AND THE CITY OF DUPONT, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND ITS CONTRACTORS, ARE HEREBY GRANTED A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STORM DRAINAGE, WATER AND SANITARY SEWER PIPES, MANHOLES AND OTHER UTILITY STRUCTURES OVER, UNDER AND ACROSS THE EASEMENTS AND THE PRIVATE AND PUBLIC ROADS SHOWN ON THE FACE OF THE PLAT.

10) TRACT E IS DEDICATED AND CONVEYED TO THE CITY OF DUPONT UPON THE RECORDING OF THIS PLAT FOR A NEIGHBORHOOD PARK. THE CITY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

11) TRACT H IS DEDICATED AND CONVEYED TO THE CITY OF DUPONT UPON THE RECORDING OF THIS PLAT FOR STORM DRAINAGE FACILITIES. THE CITY OF DUPONT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

12) TRACT K IS DEDICATED AND CONVEYED TO THE CITY OF DUPONT UPON THE RECORDING OF THIS PLAT FOR ROAD PURPOSES. THE CITY OF DUPONT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT, AND THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS CONTAINED THEREIN.

13) TRACTS M AND N ARE DEDICATED AND CONVEYED TO THE NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT FOR NEIGHBORHOOD GREEN PURPOSES. SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACTS, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4. THE ENTIRETY OF TRACT M IS SUBJECT TO EASEMENTS FOR WATER.

14) TRACTS C, D AND F ARE DEDICATED AND CONVEYED TO THE CITY OF DUPONT FOR OPEN SPACE PURPOSES UPON THE RECORDING OF THIS PLAT. THESE TRACTS MAY CONTAIN STORM DRAINAGE FACILITIES. THE CITY OF DUPONT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACTS, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

15) TRACTS I, J AND O ARE RETAINED BY THE QUADRANT CORPORATION UPON THE RECORDING OF THIS PLAT FOR FUTURE DEVELOPMENT PURPOSES. THE QUADRANT CORPORATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACTS, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

16) TRACT G AS SHOWN ON THE PRELIMINARY PLAT FOR HOFFMAN HILL DIVISION 5 (VILLAGE IV) WAS CONVEYED TO PIERCE COUNTY BY CORRECTION STATUTORY WARRANTY DEED RECORDED UNDER PIERCE COUNTY RECORDING NO. 200809170649.

EXCEPTIONS TO THE TITLE REPORT

LEGAL DESCRIPTION, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ARE FROM LANDAMERICA TITLE INSURANCE COMPANY AMENDED SUBDIVISION GUARANTEE NO. 11307814 DATED SEPTEMBER 24, 2008. IN PREPARING THIS PLAT, ESM HAS NOT CONDUCTED AN INDEPENDENT TITLE SEARCH NOR IS ESM AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT. ESM HAS WHOLLY RELIED ON THE ABOVE REFERENCED SUBDIVISION GUARANTEE TO PREPARE THIS PLAT AND THEREFORE QUALIFIES THE PLATS ACCURACY AND COMPLETENESS TO THAT EXTENT.

1) SUBJECT TO (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, EASEMENTS OR EQUITABLE SERVITUDES; OR, (D) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), (C) OR (D) ARE SHOWN BY THE PUBLIC RECORDS.

2) SUBJECT TO GENERAL PROPERTY TAXES AND SERVICE CHARGES FOR TAX ACCOUNT NUMBER 0119331014.

3) SUBJECT TO THE TERMS, CONDITIONS AND ASSESSMENTS OF U.L.I.D. NO. 90-4.

4) SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM WEYERHAEUSER COMPANY AS RECORDED UNDER RECORDING NO. 9112090237. SAID DEED RESERVES THE RIGHTS TO ALL ORES AND MINERALS OF ANY NATURE WHATSOEVER IN OR UPON SAID LANDS. AMENDED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9405130746.

5) SUBJECT TO THE MATTERS REGARDING FENCE LOCATIONS SET FORTH BY SURVEY RECORDED UNDER RECORDING NO. 9303050249.

6) SUBJECT TO SCHOOL MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9912010353.

7) SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF FOR INGRESS AND EGRESS AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 200309281350. THE LOCATION OF SAID EASEMENT IS NOT LOCATED HEREIN AS SAID EASEMENT STATES IT SHALL BE REPLACED BY ACCESS THROUGH AREAS THAT ARE PLATTED FOR RESIDENTIAL PURPOSES AND SAID PARCEL NOW ABUTS A PUBLIC RIGHT-OF-WAY.

8) SUBJECT TO THAT EASEMENT FOR SANITARY SEWER PURPOSES AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 200510100141. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.

9) SUBJECT TO THAT EASEMENT FOR SANITARY SEWER PURPOSES AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 200711070298. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREIN.

10) SUBJECT TO THE PROVISIONS IN THE ARTICLES OF INCORPORATION AND BYLAWS OF NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION.

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CYNTHIA A. FLOOD
STATE OF WASHINGTON
29281
REGISTERED PROFESSIONAL LAND SURVEYOR

09-24-2008

ESM CONSULTING ENGINEERS LLC
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BOTHELL (425) 415-6144
ELLENSBURG (509) 674-1905
Civil Engineering | Land Surveying | Land Planning
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DATE : 09-24-2008	JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./C.A.F./W.D.D.	SHEET 3 OF 8

DWG NAME: 129\47\979\PLOTS\FP-03.DWG

200810095003

200810095003.004

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON

ADDRESS TABLE

ALL ADDRESSES ARE : DUPONT, WA. 98327

LOT	ADDRESS
63	1097 HITON CIRCLE
64	1093 HITON CIRCLE
65	1085 HITON CIRCLE
66	1081 HITON CIRCLE
67	1077 HITON CIRCLE
68	1073 HITON CIRCLE
69	1069 HITON CIRCLE
70	1065 HITON CIRCLE
71	1061 HITON CIRCLE
72	1057 HITON CIRCLE
73	1053 HITON CIRCLE
74	1049 HITON CIRCLE
75	1045 HITON CIRCLE
76	1041 HITON CIRCLE
77	3509 HOFFMAN HILL BLVD
78	3517 HOFFMAN HILL BLVD
79	3525 HOFFMAN HILL BLVD
80	3533 HOFFMAN HILL BLVD
81	3541 HOFFMAN HILL BLVD
82	3549 HOFFMAN HILL BLVD
83	3557 HOFFMAN HILL BLVD
84	3565 HOFFMAN HILL BLVD
85	3573 HOFFMAN HILL BLVD
86	3581 HOFFMAN HILL BLVD
87	3589 HOFFMAN HILL BLVD
88	1199 SWAN LOOP
89	1195 SWAN LOOP
90	1191 SWAN LOOP
91	1187 SWAN LOOP
92	1183 SWAN LOOP
93	1179 SWAN LOOP
94	1175 SWAN LOOP
95	1171 SWAN LOOP
96	1167 SWAN LOOP
97	1163 SWAN LOOP
98	1159 SWAN LOOP
99	1155 SWAN LOOP
100	1151 SWAN LOOP
101	1147 SWAN LOOP
102	1143 SWAN LOOP
103	1198 SWAN LOOP
104	1194 SWAN LOOP
105	1190 SWAN LOOP
106	1186 SWAN LOOP
107	1182 SWAN LOOP
108	1178 SWAN LOOP
109	1174 SWAN LOOP
110	1170 SWAN LOOP
111	1166 SWAN LOOP
112	1162 SWAN LOOP
113	1158 SWAN LOOP
114	1154 SWAN LOOP
115	1150 SWAN LOOP
116	1146 SWAN LOOP
117	1142 SWAN LOOP
118	1138 SWAN LOOP

TRACTS

TRACT	ADDRESS
C	3290 HOFFMAN HILL BLVD
D	3301 HOFFMAN HILL BLVD
E	3475 HOFFMAN HILL BLVD
F	3615 HOFFMAN HILL BLVD
H	3600 HOFFMAN HILL BLVD
I	1100-1134 SWAN LOOP (EVEN)
J	3300-3398 HOFFMAN HILL BLVD (EVEN)
K	NO ADDRESS ASSIGNED
M	3501 HOFFMAN HILL BLVD
N	1089 HITON CIRCLE
O	3400-3598 HOFFMAN HILL BLVD (EVEN)

CYNTHIA A. FLOOD
STATE OF WASHINGTON
29281
REGISTERED PROFESSIONAL LAND SURVEYOR
09-24-2008

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DWG NAME: 129\47\979\PLOTS\FP-04.DWG

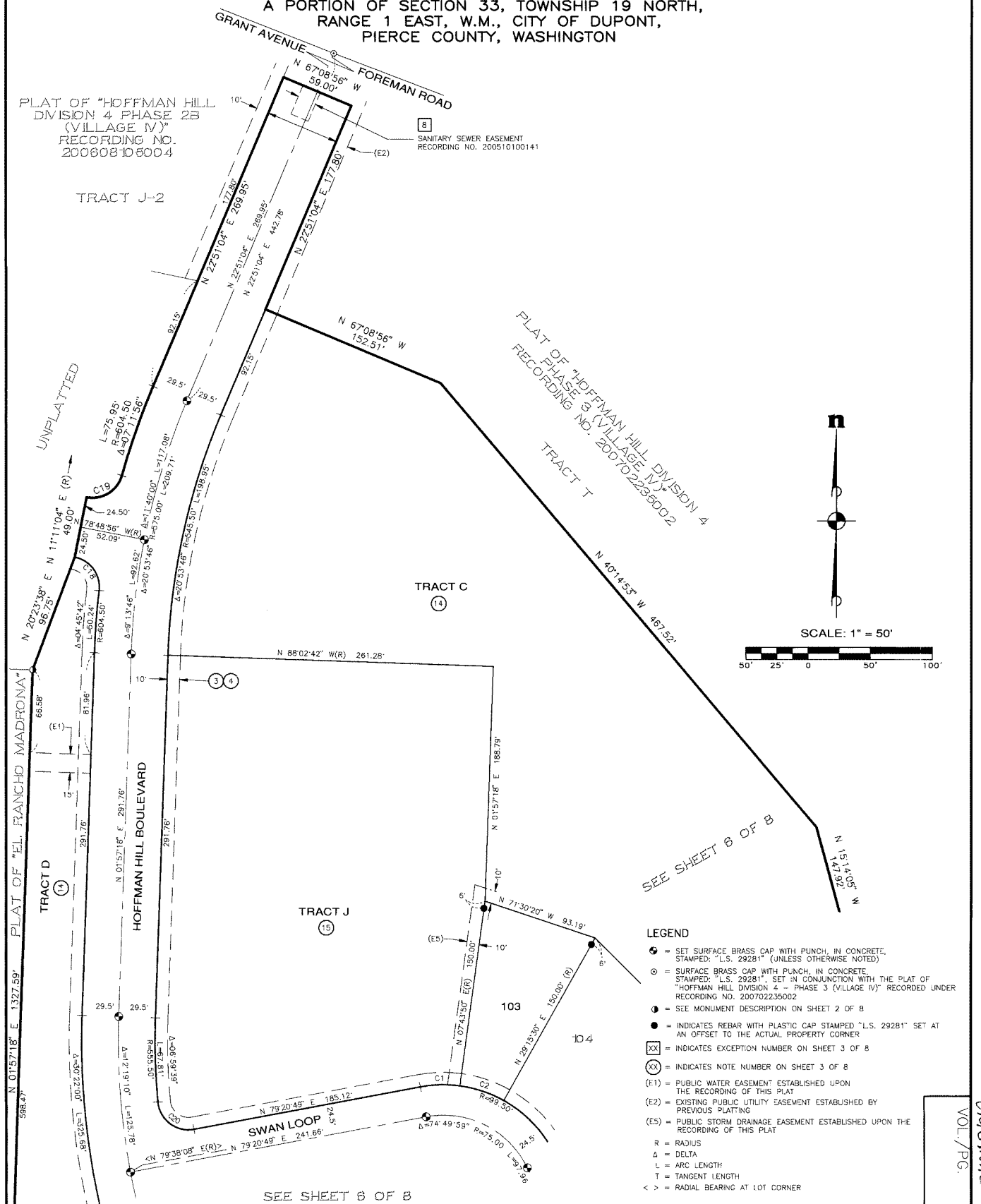
DATE : 09-04-2008	JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./W.D.D.	SHEET 4 OF 8

200810095003

200810095003.005

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON



LEGEND

- ⊕ = SET SURFACE BRASS CAP WITH PUNCH, IN CONCRETE, STAMPED: "L.S. 29281" (UNLESS OTHERWISE NOTED)
- ⊙ = SURFACE BRASS CAP WITH PUNCH, IN CONCRETE, STAMPED: "L.S. 29281", SET IN CONJUNCTION WITH THE PLAT OF "HOFFMAN HILL DIVISION 4 – PHASE 3 (VILLAGE IV)" RECORDED UNDER RECORDING NO. 200702235002
- ◑ = SEE MONUMENT DESCRIPTION ON SHEET 2 OF 8
- ● = INDICATES REBAR WITH PLASTIC CAP STAMPED "L.S. 29281" SET AT AN OFFSET TO THE ACTUAL PROPERTY CORNER
- XX = INDICATES EXCEPTION NUMBER ON SHEET 3 OF 8
- (XX) = INDICATES NOTE NUMBER ON SHEET 3 OF 8
- (E1) = PUBLIC WATER EASEMENT ESTABLISHED UPON THE RECORDING OF THIS PLAT
- (E2) = EXISTING PUBLIC UTILITY EASEMENT ESTABLISHED BY PREVIOUS PLATTING
- (E5) = PUBLIC STORM DRAINAGE EASEMENT ESTABLISHED UPON THE RECORDING OF THIS PLAT
- R = RADIUS
- Δ = DELTA
- L = ARC LENGTH
- T = TANGENT LENGTH
- < > = RADIAL BEARING AT LOT CORNER

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	18°23'01"	99.50	31.93
C2	21°31'40"	99.50	37.39
C18	85°31'56"	24.50	36.57
C19	85°31'56"	24.50	36.57
C20	95°36'50"	24.50	40.89

CYNTHIA A. FLOOD — STATE OF WASHINGTON — 29281 — REGISTERED PROFESSIONAL LAND SURVEYOR
09-24-2008

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DATE : 09-04-2008	JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./W.D.D.	SHEET 5 OF 8

DWG NAME: 129\47\979\PLOTS\FP-05.DWG

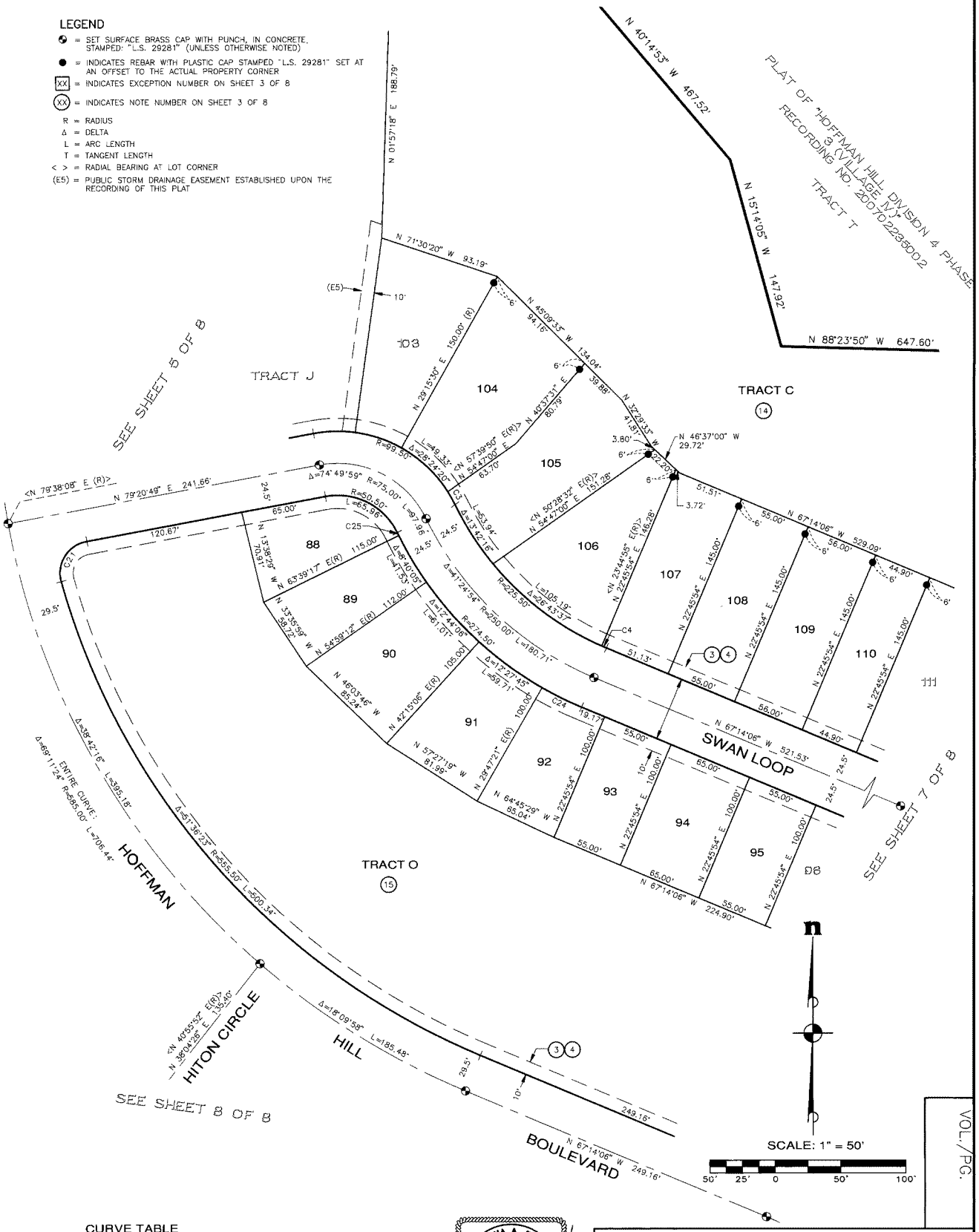
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VOL./PG.

200810095003

200810095003.006

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C3	6°30'58"	99.50	11.32
C4	0°59'01"	225.50	3.87
C21	94°58'32"	24.50	40.61
C24	7°01'27"	274.50	33.65
C25	0°31'31"	274.50	2.52

CYNTHIA A. FLOOD
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DATE : 09-04-2008	JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./W.D.D	SHEET 6 OF 8

DWG NAME: 129\47\979\PLOTS\FP-06.DWG

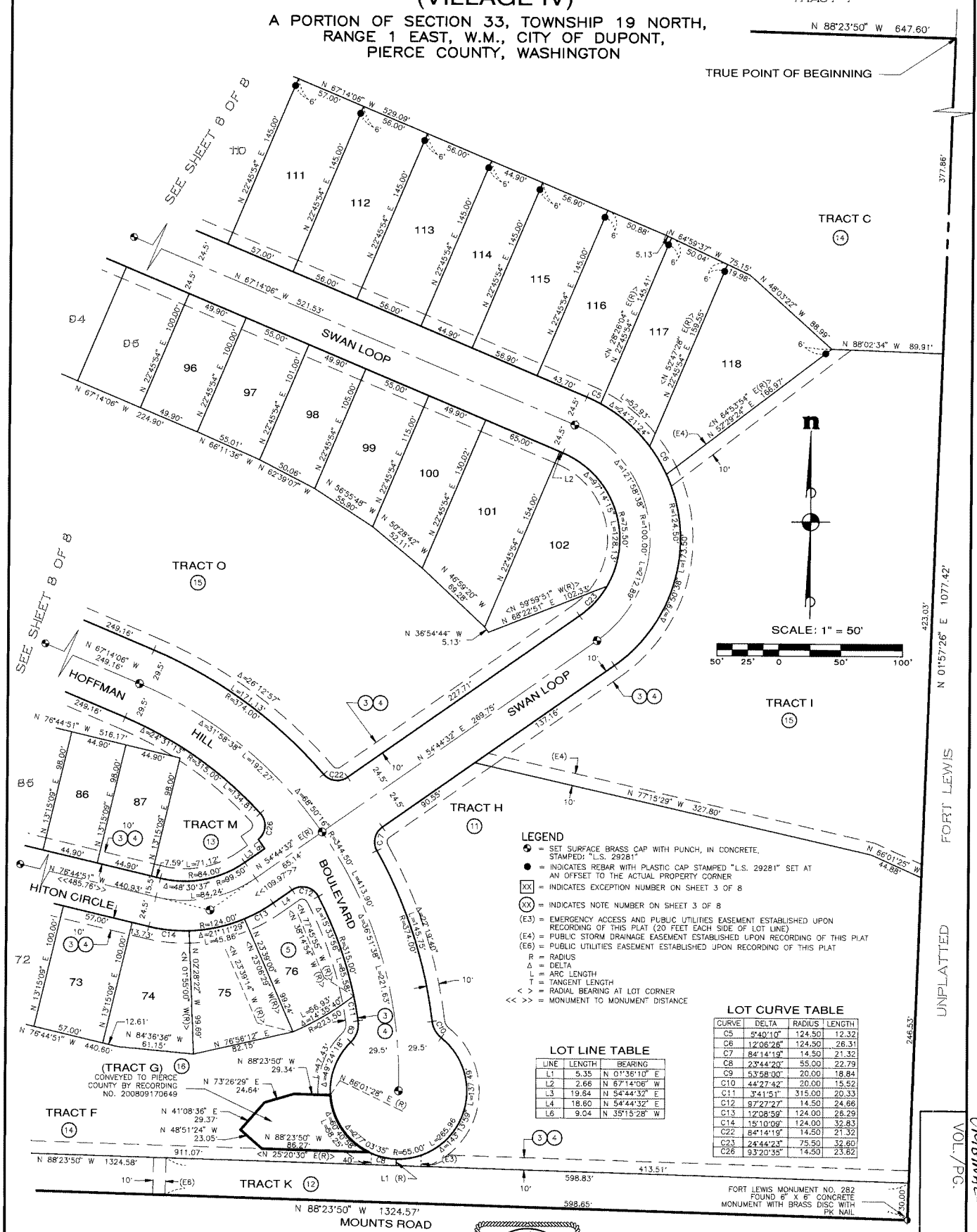
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VOL./PG.

200810095003

200810095003.007

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON



LEGEND

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- ● = INDICATES REBAR WITH PLASTIC CAP STAMPED "L.S. 29281" SET AT AN OFFSET TO THE ACTUAL PROPERTY CORNER
- XX = INDICATES EXCEPTION NUMBER ON SHEET 3 OF 8
- (XX) = INDICATES NOTE NUMBER ON SHEET 3 OF 8
- (E3) = EMERGENCY ACCESS AND PUBLIC UTILITIES EASEMENT ESTABLISHED UPON RECORDING OF THIS PLAT (20 FEET EACH SIDE OF LOT LINE)
- (E4) = PUBLIC STORM DRAINAGE EASEMENT ESTABLISHED UPON RECORDING OF THIS PLAT
- (E6) = PUBLIC UTILITIES EASEMENT ESTABLISHED UPON RECORDING OF THIS PLAT
- R = RADIUS
- Δ = DELTA
- L = ARC LENGTH
- T = TANGENT LENGTH
- < > = RADIAL BEARING AT LOT CORNER
- << >> = MONUMENT TO MONUMENT DISTANCE

LOT CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C5	5°40'10"	124.50	12.32
C6	12°06'26"	124.50	26.31
C7	84°14'19"	14.50	21.32
C8	23°44'20"	55.00	22.79
C9	53°58'00"	20.00	18.84
C10	44°27'42"	20.00	15.52
C11	3°41'51"	315.00	20.33
C12	97°27'27"	14.50	24.66
C13	12°08'59"	124.00	26.29
C14	15°10'09"	124.00	32.83
C22	84°14'19"	14.50	21.32
C23	24°44'23"	75.50	32.60
C26	93°20'35"	14.50	23.62

LOT LINE TABLE

LINE	LENGTH	BEARING
L1	5.35	N 01°36'10" E
L2	2.66	N 67°14'06" W
L3	19.64	N 54°44'32" E
L4	18.60	N 54°44'32" E
L6	9.04	N 35°15'28" W

FORT LEWIS MONUMENT NO. 282
FOUND 6" X 6" CONCRETE MONUMENT WITH BRASS DISC WITH PK NAIL

CYNTHIA A. FLOYD
STATE OF WASHINGTON
29281
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09-24-2008

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DATE : 09-22-2008 | JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./W.D.D. | SHEET 7 OF 8

DWG NAME: 129\47\979\PLOTS\FP-07.DWG

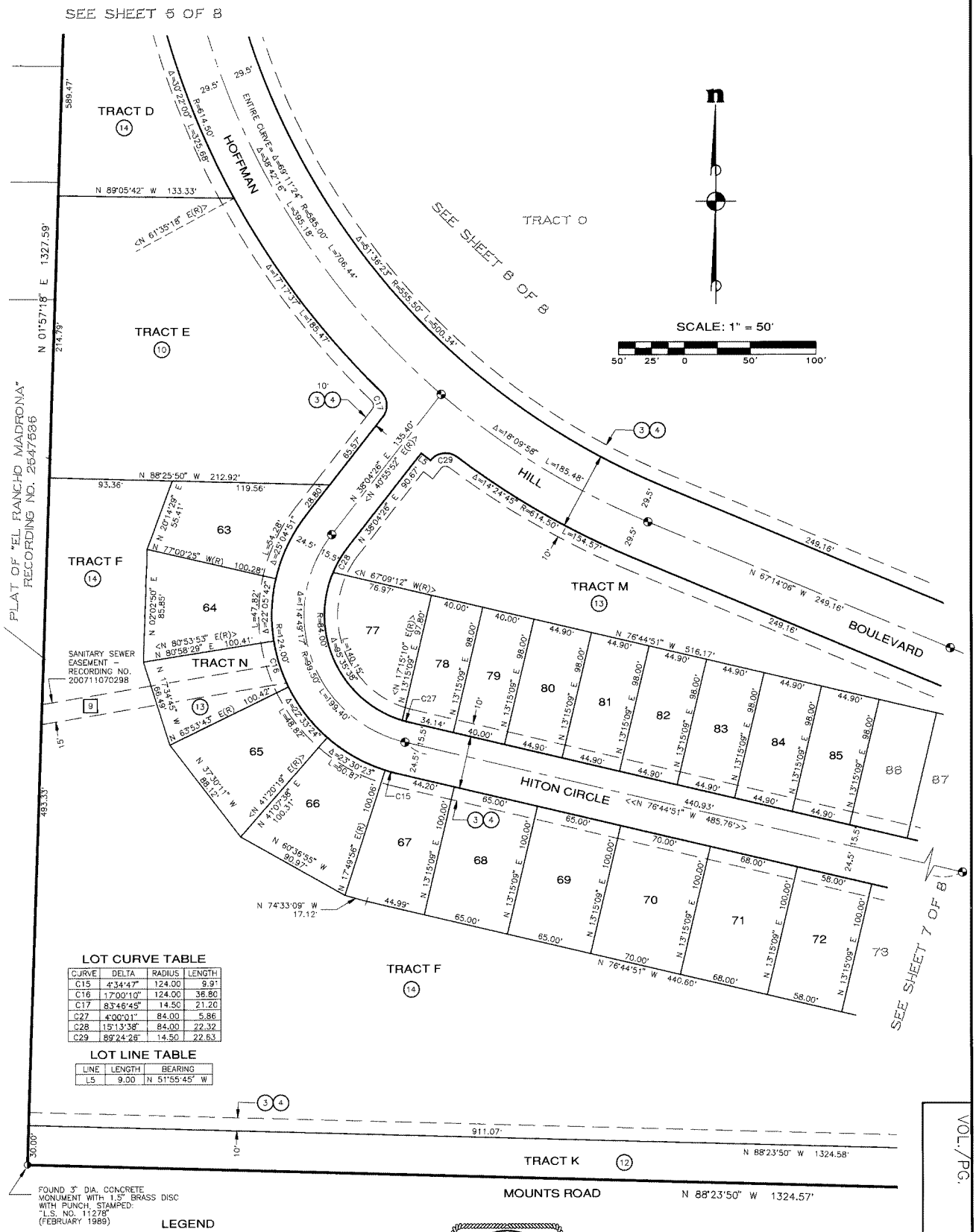
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200810095003.008

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON



LOT CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C15	4°34'47"	124.00	9.91
C16	17°00'10"	124.00	36.80
C17	83°46'45"	14.50	21.20
C27	4°00'01"	84.00	5.86
C28	15°13'38"	84.00	22.32
C29	89°24'26"	14.50	22.63

LOT LINE TABLE

LINE	LENGTH	BEARING
L5	9.00	N 51°55'45" W

FOUND 3" DIA. CONCRETE MONUMENT WITH 1.5" BRASS DISC WITH PUNCH, STAMPED: "L.S. NO. 11278" (FEBRUARY 1989)

LEGEND

- ● = SET SURFACE BRASS CAP WITH PUNCH, IN CONCRETE, STAMPED: "L.S. 29281"
- [XX] = INDICATES EXCEPTION NUMBER ON SHEET 3 OF 8
- (XX) = INDICATES NOTE NUMBER ON SHEET 3 OF 8
- R = RADIUS
- Δ = DELTA
- L = ARC LENGTH
- T = TANGENT LENGTH
- < > = RADIAL BEARING AT LOT CORNER
- <<>>= MONUMENT TO MONUMENT DISTANCE

CYNTHIA A. FLOOD — STATE OF WASHINGTON — 29281 — REGISTERED PROFESSIONAL LAND SURVEYOR
09-24-2008

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DATE : 09-04-2008	JOB NO. 129-047-982-0010
DRAWN BY: D.L.R./W.D.D.	SHEET 8 OF 8

DWG NAME: 129\47\979\PLOTS\FP-08.DWG

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200810095003

200309261350 11 PGS
09-26-2003 04:37pm $29.00
PIERCE COUNTY, WASHINGTON

After Recording Return to:

Robert B. Fikso
McCullough Hill Fikso Kretschmer Smith P.S.
Market Place Tower
2025 First Avenue, Suite 1130
Seattle, WA 98121-2100

Reference Number of Related Document: N/A
Grantor(s): The Quadrant Corporation
Grantee: Cascade Land Conservancy
Abbreviated Legal Description: Ptn. NE ¼ of Sec. 33, Twp. 19 N., Range 1 E.
Additional Legal Description is on Exhibit A of Document 6 - 10
Assessor's Property Tax Parcel or Account No(s).: 0119331003

EASEMENT FOR INGRESS AND EGRESS

THIS EASEMENT FOR INGRESS AND EGRESS ("Easement"), dated September 25 2003, is entered into by and between THE QUADRANT CORPORATION, a Washington corporation ("Grantor") and CASCADE LAND CONSERVANCY, a Washington nonprofit corporation ("Grantee").

RECITALS

A. Grantee is the owner of the real property legally described on Exhibit A ("Benefited Property"), and Grantor is the owner of the real property adjacent to the Benefited Property and legally described on Exhibit B ("Burdened Property").

B. Grantor is willing to grant an easement for ingress and egress over and across the Burdened Property for the benefit of the Benefited Property as provided herein.

TRANS 10046232 SEP 26 2003

AGREEMENTS

The parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys, for the benefit of the Benefited Property, a nonexclusive easement ("Easement") over and across the unimproved gravel roads and access ways on that portion of the Burdened Property legally described on Exhibit C and shown on the sketch attached as Exhibit D ("Easement Area"), for purposes of ingress to and egress from the Benefited Property.

2. Relocation of Easement Area. Grantor shall, upon 60 days notice to Grantee, replace this Easement, when the Burdened Property is further developed with residential plat improvements, with improved access over public roads from the Burdened Property to the Benefited Property. Such improved access shall include a curb return with dimensions and in a location reasonably acceptable to Grantee, at least 12 feet wide, adjacent to the public road and within the reserved permanent slope easement area as described in that Declaration of Temporary Construction Easement and Permanent Slope Easement of

G:\QUADRANT\2.660\DOCS\CLOSING\EASEMENT FOR INGRESS & EGRESS.DOC

EXCISE TAX EXEMPT DATE 9-26-2003
Pierce County
By E Drury Auth. Sig

09

even date herewith. It is contemplated that the completion of such improvements, including without limitation the curb return, will allow ingress to and egress from the Benefited Property over public rights of way, and at such time this Easement shall automatically terminate and be of no further force or effect.

3. Indemnification. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all loss, cost, damage, liability and expense (including reasonable attorneys' fees) arising in connection with the use of the Burdened Property by the Grantee and its tenants, and their respective employees, customers, guests and invitees; provided, however, that, in the event that Grantee is a governmental entity, such as the United States Fish and Wildlife Service ("USFWS"), Grantee will be solely responsible for incidents that may arise from its operation, maintenance, and improvement or management of the Property. Such incidents of management include, but are not limited to, hazardous waste response, cultural resource mitigation, and tort liability. The liabilities of the USFWS will be in the manner and to the extent provided by the Federal Tort Claims Act, as amended, 28 U.S.C. 1346, 2671-2680; provided, however, that in the event the USFWS has to pay for any loss, such payment shall not entail expenditures which exceed appropriations available at the time of the loss, and nothing herein implies that Congress will, at any later date, appropriate funds sufficient to meet any deficiencies.

4. Insurance. Unless Grantee is the USFWS, Grantee shall maintain at all times at its expense commercial general liability insurance, including a contractual liability endorsement covering the Grantee's obligations under this Easement, insuring against liability arising out of the use of the Easement pursuant to this Easement, with coverage limits, deductibles, and terms reasonably equivalent to those maintained by property owners in the vicinity. Such liability insurance coverage shall name Grantor as an additional insured. From time to time at the request of the Grantor, Grantee shall furnish evidence of the insurance required herein.

5. Attorneys' Fees. In the event of any litigation, arbitration or other proceeding arising out of or brought to enforce or interpret this Easement, the substantially prevailing party therein shall be entitled to an award of its own attorneys' fees and costs incurred therein, in the preparation therefor, and on any appeal or rehearing thereof; provided, that if the USFWS acquires the interest of Grantee in the Property, then each party shall be responsible for covering its own attorneys' fees and costs incurred therein, in the preparation therefor, and on any appeal or rehearing thereof. Grantee shall have the right of specific performance to enforce its rights under this Easement.

6. Successors and Assigns. This Easement and all of its terms, covenants and conditions shall be binding upon and inure to the benefit of Grantee and Grantor, and their respective representatives, successors and assigns. The covenants, obligations and burdens of the parties hereunder shall run with the land. The Burdened Property and Benefited Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to, or together with, as the case may be, this Easement and the conditions, restrictions, and limitations specified herein.

GRANTOR:

THE QUADRANT CORPORATION

By: _____

Name: Benjamin D. Conwell

Title: Vice President

GRANTEE:

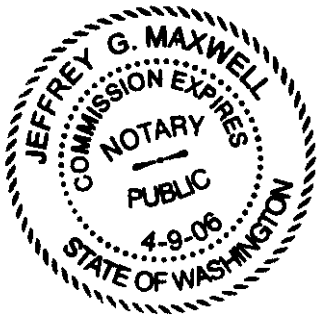
CASCADE LAND CONSERVANCY

By: _____
Name: Gene Duvernoy
Title: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 25th day of September, 2003, before me personally appeared Benjamin D. Conwell to me known to be the Vice President of THE QUADRANT CORPORATION, a Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

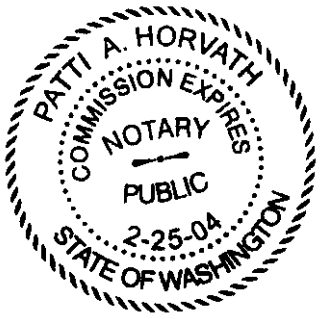


Jeffrey G. Maxwell
(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle, King County
My Commission expires: April 9, 2006

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Gene Duvernoy is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CASCADE LAND CONSERVANCY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25 day of September, 2003.



Patti A. Horvath

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at King County
My Commission expires: 2-25-04

EXHIBIT A TO
EASEMENT FOR INGRESS AND EGRESS

LEGAL DESCRIPTION OF BENEFITED PROPERTY

THAT portion of the northeast quarter of Section 33, Township 19 North, Range 1 East, W.M.,City of DuPont, Pierce County, Washington, being more particularly described as follows:

BEGINNING at the center of Section 33, being a six inch by six inch concrete monument as shown on that Record of Survey by ESM, Inc. recorded under Pierce County Recording Number 9607120099;

THENCE along the monumented line as shown on said record of survey, the following courses:

N 20°47'35" E, 4.26 feet;
N 04°41'07" E, 111.48 feet;
N 03°20'23" E, 392.82 feet;
N 02°11'41" E, 512.12 feet;
N 02°36'36" E, 92.60 feet;
N 02°00'11" W, 111.87 feet;
N 66°50'36" E, 188.56 feet;
N 38°09'23" E, 273.58 feet;
N 22°34'00' E, 344.77 feet;
N 34°57'33" E, 330.19 feet;
N 45°23'06" E, 330.19 feet;
S 63°54'46" E, 399.73 feet;
S 83°38'32" E, 134.52 feet;
S 66°32'29" E, 134.52 feet;
N 32°52'56" E, 200.56 feet;
N 44°19'43" E, 200.56 feet;

THENCE S 48°46'34" E, 176.06 feet to a point of curvature;

THENCE southwesterly 349.62 feet along the arc of a non-tangent curve to the left, having a radius of 654.50 feet, the radius point of which bears S 48°46'34" E, through a central angle of 30°36'23";

THENCE N 79°22'56" W, 37.97 feet;
THENCE S 87°14'12" W, 68.41 feet;
THENCE S 78°43'38" W, 77.32 feet;
THENCE S 76°00'34" W, 78.82 feet;
THENCE S 58°46'10" W, 79.06 feet;
THENCE S 48°48'56" W, 78.66 feet;
THENCE S 40°56'44" W, 46.08 feet;
THENCE S 80°48'02" W, 63.47 feet;
THENCE N 14°27'58" E, 4.92 feet;

THENCE N 13°41'53" E, 17.77 feet;
THENCE N 12°25'36" E, 70.41 feet;
THENCE N 33°54'36" W, 57.50 feet;
THENCE N 22°48'19" W, 43.51 feet;
THENCE N 49°25'29" W, 70.61 feet;
THENCE N 52°20'44" W, 53.40 feet;
THENCE N 66°33'11" W, 40.84 feet;
THENCE N 64°27'34" W, 33.00 feet;
THENCE N 78°50'43" W, 67.44 feet;
THENCE N 78°54'27" W, 117.21 feet;
THENCE S 38°00'02" W, 48.27 feet;
THENCE S 60°45'23" W, 14.14 feet;
THENCE S 39°23'51" W, 65.46 feet;
THENCE S 19°39'54" W, 31.22 feet;
THENCE S 25°24'45" W, 15.23 feet;
THENCE S 27°25'19" W, 58.79 feet;
THENCE S 11°48'39" E, 39.65 feet;
THENCE S 09°36'06" W, 38.84 feet;
THENCE S 25°12'34" E, 73.31 feet;
THENCE S 22°10'52" E, 30.45 feet;
THENCE S 14°39'40" E, 59.97 feet;
THENCE S 57°31'27" W, 100.33 feet;
THENCE S 59°30'55" W, 340.17 feet;
THENCE S 37°31'33" W, 147.52 feet;
THENCE S 21°25'54" W, 217.14 feet;
THENCE S 14°13'29" W, 114.21 feet;
THENCE S 10°01'12" W, 180.03 feet;
THENCE S 01°37'21" W, 86.29 feet;
THENCE S 06°01'55' E, 72.01 feet;
THENCE S 17°03'42" E, 98.43 feet;
THENCE S 30°19'04" E, 74.06 feet;
THENCE S 39°59'20" E, 59.40 feet;
THENCE S 23°14'35" E, 110.83 feet;
THENCE S 28°31'06" E, 32.00 feet;
THENCE S 10°12'01" E, 20.45 feet;
THENCE S 00°12'51" E, 78.13 feet;
THENCE S 17°06'49" E, 78.90 feet;
THENCE S 33°55'31" E, 79.16 feet;
THENCE S 44°32'26" E, 89.01 feet;
THENCE S 55°46'47" E, 89.01 feet;
THENCE S 66°23'42" E, 79.16 feet;
THENCE S 76°23'12" E, 79.16 feet;

THENCE S 01°40'22" W, 4.15 feet to the southerly line of the southwest quarter of said northeast quarter of Section 33 as monumented and shown on said Record of Survey;

THENCE along said south line, N 88°19'39" W, 799.64 feet to the POINT OF BEGINNING.

Containing 20.31 acres, more or less.

As depicted on that Record of Survey recorded under Pierce County Recording No. 200309245001.

EXHIBIT B TO
EASEMENT FOR INGRESS AND EGRESS

LEGAL DESCRIPTION OF BURDENED PROPERTY

THE W ½ OF THE SW ¼ OF SECTION 27 AND THAT PORTION OF THE SE ¼ OF SECTION 28 LYING EASTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY AND THE NE ¼ OF SECTION 33 AND THE W ½ OF THE NW ¼ OF SECTION 34, ALL IN TOWNSHIP 19 N, RANGE 1 E, W.M., CITY OF DuPONT, PIERCE COUNTY, WASHINGTON.

EXHIBIT C TO
EASEMENT FOR INGRESS AND EGRESS

LEGAL DESCRIPTION OF EASEMENT AREA

A 40-foot wide area from the existing terminus of the public right-of-way for McNeil Street over and across the following described property:

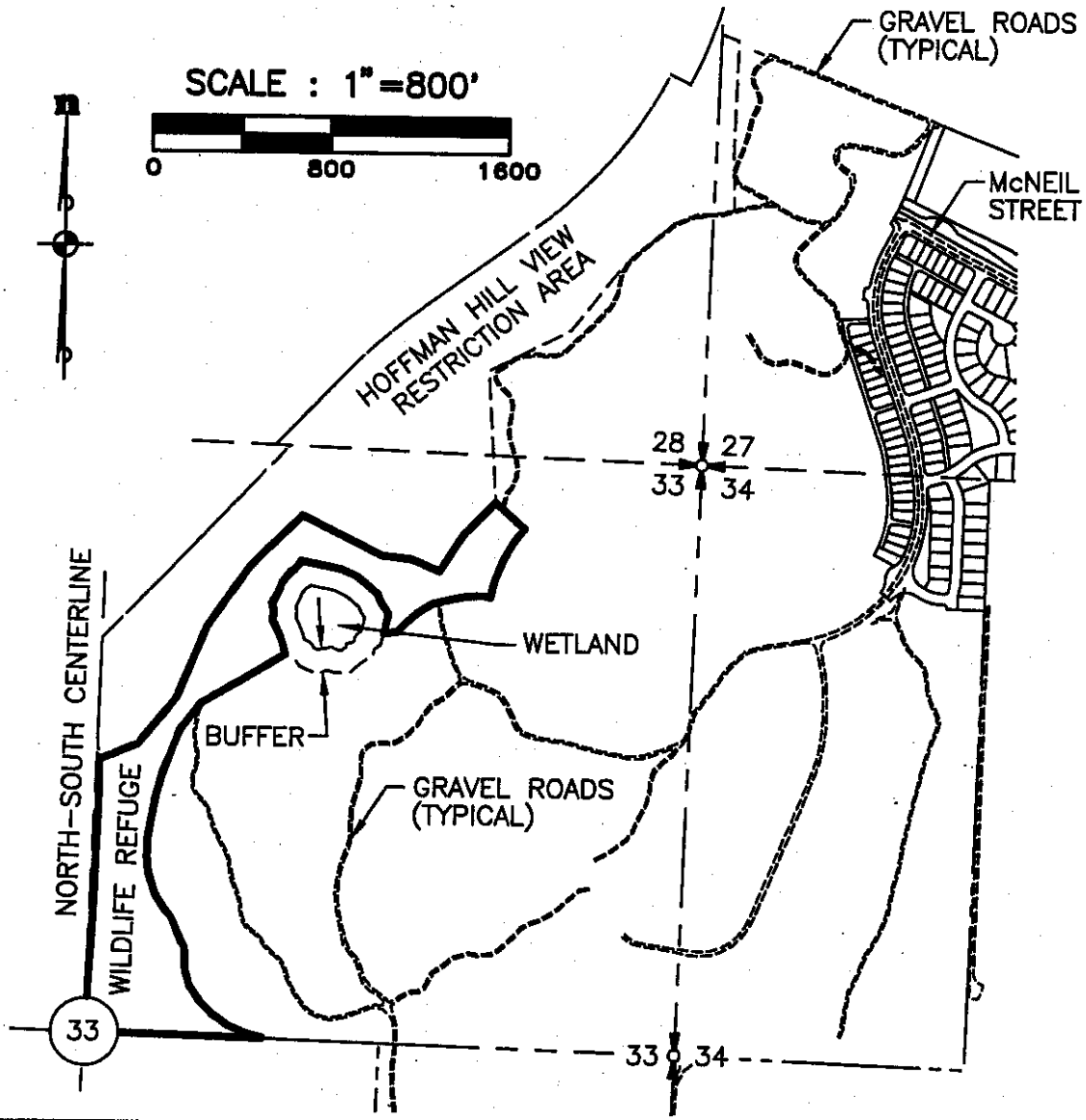
THE W ½ OF THE SW ¼ OF SECTION 27 AND THAT PORTION OF THE SE ¼ OF SECTION 28 LYING EASTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY AND THE NE ¼ OF SECTION 33 AND THE W ½ OF THE NW ¼ OF SECTION 34, ALL IN TOWNSHIP 19 N, RANGE 1 E, W.M., CITY OF DuPONT, PIERCE COUNTY, WASHINGTON.

EXHIBIT D TO
EASEMENT FOR INGRESS AND EGRESS

SKETCH OF EASEMENT AREA

NOTE: THE GRAVEL ROADS AS SHOWN HEREON WERE LOCATED PRIOR TO CONSTRUCTION FOR PLATTING. IN SOME AREAS, THERE ARE NOW PAVED ROADS.

REFUGE LOCATED WITHIN A PORTION OF THE NE 1/4 OF SECTION 33, TWP. 19 N., RGE. 1 E., W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



ESM CONSULTING ENGINEERS LLC
720 S. 348th Street
Federal Way, WA 98003
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
www.esmcivil.com
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

JOB NO. 129-47-971-0111
DRAWING NAME : SR-05
DATE : 09-22-03
DRAWN : C.A.F.
SHEET 1 OF 1

200510100141 3 PGS
10-10-2005 10:06am $34.00
PIERCE COUNTY, WASHINGTON

RETURN TO:
PUBLIC WORKS & UTILITIES
9000 64th Street W
University Place WA 98467-1979

Parcel Number: 01-19-33-1-009

CORPORATE SANITARY SEWER EASEMENT

For and in consideration of benefits to the general public health, safety and welfare and other good and valuable consideration, receipt of which is hereby acknowledged, **Grantor**, ***The Quadrant Corporation,*** a Washington corporation, hereby grants and conveys to **Grantee**, Pierce County, a municipal corporation and political subdivision of the State of Washington, a perpetual nonexclusive easement with a right of immediate entry and continued access for the construction, improvement, maintenance and repair of a sanitary sewer pipeline, manholes, and other appurtenant sewer structures situated over, under, through and across the certain parcel of real property in Pierce County, Washington, and legally described as follows: **ORIGINAL**

That portion of the Northeast quarter of Section 33, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, contained within a 15 foot wide strip, lying 7.5 feet on each side of the following described centerline: **COMMENCING** at the intersection of the centerline of Ridge View Drive and the Southerly boundary of the plat of "Hoffman Hill Division 3 Phase 3 (Village IV)" as recorded under Pierce County Recording No. 200408125015; THENCE along the Southerly boundary of said plat, N 45°17'29" W, 29.50 feet to a point of curvature; THENCE continuing along said Southerly boundary, Southwesterly 39.80 feet along the arc of a non-tangent curve to the left, having a radius of 654.50 feet, the radius point of which bears S 45°17'29" E, through a central angle of 03°29'04" to the most Easterly corner of that parcel depicted on that Record of Survey recorded under Pierce County Recording No. 200309245001 AND a point on said curve; THENCE along the Easterly line of said parcel Southerly, 349.62 feet along the arc of said curve to the left, having a radius of 654.50 feet, through a central angle of 30°36'23" to the Southeasterly corner of said parcel; THENCE continuing Southerly 90.31 feet along the arc of said curve to the left, having a radius of 654.50 feet, through a central angle of 07°54'22" to a point of reverse curvature; THENCE Southwesterly 36.71 feet along an arc of a tangent curve to the right, having a radius of 24.50 feet, through a central angle of 85°51'42"; THENCE S 01°25'36" E, 49.00 feet to a point of curvature; THENCE Southeasterly 36.71 feet along the arc of a non-tangent curve to the right, having a radius of 24.50 feet, the radius point of which bears S 01°25'36" E, through a central angle of 85°51'42" to a point of reverse curvature; THENCE Southeasterly 200.24 feet along an arc of a tangent curve to the left, having a radius of 654.50 feet, through a central angle of 17°31'46"; THENCE S 23°05'40" E, 224.00 feet to a point of curvature; THENCE

EXCISE TAX EXEMPT DATE 10/10/05
Pierce County

By _____ Auth. Sig

Southwesterly 33.94 feet along an arc of a tangent curve to the right, having a radius of 24.50 feet, through a central angle of 79°22'33" to a point of reverse curvature; THENCE Southwesterly 429.96 feet along an arc of a tangent curve to the left, having a radius of 529.50 feet, through a central angle of 46°31'29" to a point of tangency; THENCE S 09°45'24" W, 197.47 feet to a point of curvature; THENCE Southwesterly 221.80 feet along an arc of a tangent curve to the right, having a radius of 970.50 feet, through a central angle of 13°05'40"; THENCE S 22°51'04" W, 179.47 feet; THENCE S 67°08'56" E, 24.50 feet to a point hereinafter referred to as **Point A;** THENCE continuing S 67°08'56" E, 34.50 feet; THENCE N 22°51'04" E, 123.83 feet to a point of curvature; THENCE Northeasterly 38.48 feet along an arc of a tangent curve to the right, having a radius of 24.50 feet, through a central angle of 90°00'00"; THENCE N 22°51'04" E, 18.06 feet to the **TRUE POINT OF BEGINNING**; THENCE S 65°44'50" E, 27.20 feet to the terminus of this centerline description;

TOGETHER WITH that portion of said Northeast quarter of Section 33, contained within a 15 foot wide strip, lying 7.5 feet on each side of the following described centerline:

BEGINNING at said **Point A**; THENCE S 22°51'04" W, 25.00 feet to the terminus of this centerline description.

See attached Exhibit "B".

IN WITNESS WHEREOF this easement is executed as of this 7th day of SEPTEMBER 2005

Grantor: The Quadrant Corporation

Gregory D. Moore

By: Gregory D. Moore, Vice President

STATE OF WASHINGTON)
ss.
COUNTY OF PIERCE)

I, the undersigned, a NOTARY PUBLIC, do hereby certify that on this 7th day of September, 2005 personally appeared before me Gregory D. Moore, to me known to be the Vice-President of The Quadrant Corporation., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Given under my hand and official seal the above date and year first written

TRACY A. TOWNSEND NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 06-18-05

Tracy A. Townsend

Notary Public in and for the State of Washington, residing in Pacific.

Approved as to form only:

M. Peter Shelley

Pierce County Deputy Prosecuting Attorney

Accepted By:

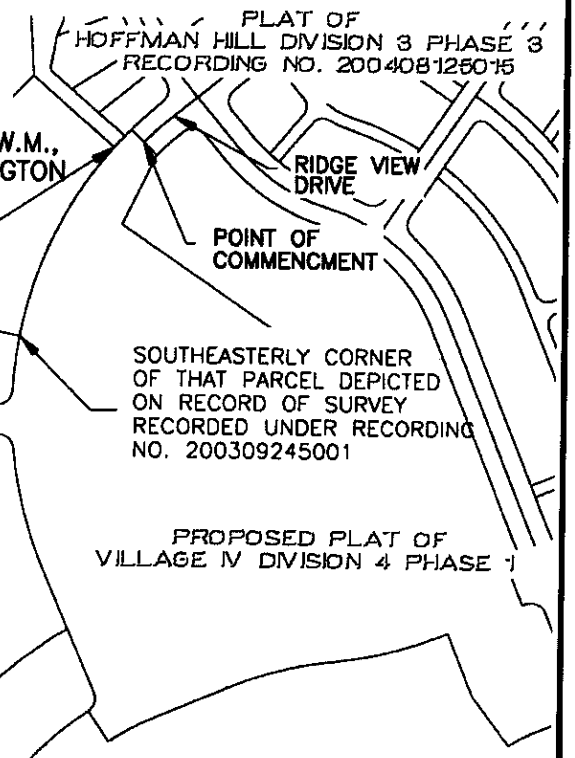
Pierce County Executive

EXHIBIT "B"

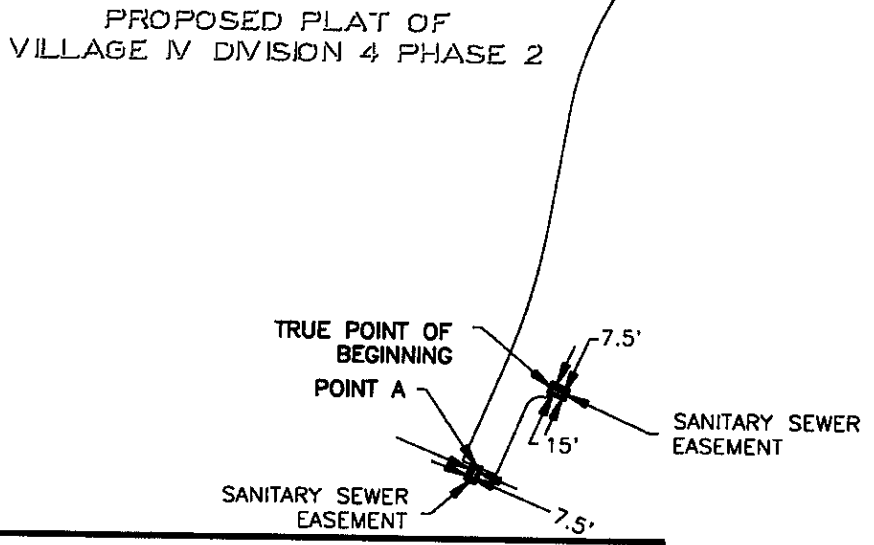
TO ACCOMPANY LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT

A PORTION OF THE NE 1/4 OF
OF SECTION 33, TWP. 19 N., RGE. 1 E., W.M.,
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON





SCALE: 1"= 300'



ESM CONSULTING ENGINEERS LLC
33915 1st Way South
Ste #200
Federal Way, WA 98003
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
CLE ELUM (509) 674-1905
www.esmcivil.com
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

JOB NO. 129-047-977-0004
DRAWING NAME : SR-02
DATE : 08-01-05
DRAWN : FD/CAF
SHEET 1 OF 1

200606090282 6 PGS
06/09/2006 11:18am $37.00
PIERCE COUNTY, WASHINGTON

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
3130 South 38th Street
Tacoma, Washington 98409

EASEMENT

No Monetary Consideration

REFERENCE #:
GRANTOR: **QUADRANT CORPORATION**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **a portion of the NE and SE 33-19N-01E**
ASSESSOR'S PROPERTY TAX PARCEL: **0119331010**

For and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, **QUADRANT CORPORATION, a Washington corporation** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.,** a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive ~~perpetual~~ **temporary** easement over, along, across and through the following described real property ("Property" herein) in **PIERCE** County, Washington:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON, LYING EASTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY; EXCEPT ANY PORTION THEREOF LYING WITHIN THAT PARCEL CONVEYED BY INSTRUMENT RECORDED UNDER PIERCE COUNTY RECORDING NO. 200309261352; AND EXCEPT ANY PORTION THEREOF WITHIN THE PLAT OF "HOFFMAN HILL DIVISION 2 (VILLAGE IV)" AS RECORDED UNDER RECORDING NO. 200311055003; AND EXCEPT ANY PORTION THEREOF WITHIN THE PLAT OF "HOFFMAN HILL DIVISION 3 PHASE 2 (VILLAGE IV)" AS RECORDED UNDER RECORDING NO. 200411025003; AND EXCEPT ANY PORTION THEREOF WITHIN THE PLAT OF "HOFFMAN HILL DIVISION 3 PHASE 3 (VILLAGE IV)" AS RECORDED UNDER RECORDING NO. 200408125015; AND EXCEPT ANY PORTION THEREOF WITHIN THE PLAT OF "HOFFMAN HILL DIVISION 4 PHASE 1 (VILLAGE IV)" AS RECORDED UNDER RECORDING NO. 200603215003;

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:
An Easement Area **10** feet in width having **5** feet of such width on each side of a centerline described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, ~~street lights~~, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing;

*****THESE OVERHEAD FACILITIES ARE FOR TEMPORARY POWER ONLY AND WHEN SAID OVERHEAD IS REMOVED, THIS EASEMENT SHALL BECOME NULL AND VOID.*****

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on

EXCISE TAX EXEMPT DATE 6/9/06
Pierce County
By _____ Auth. Sig

a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 13th day of April, 2006.

GRANTOR:

QUADRANT CORPORATION

BY: Gregory D. Moore

TITLE: Vice President, Quadrant

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this 13th day of APRIL, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GREGORY D. MOORE, to me known to be the person who signed as VICE PRESIDENT, of **QUADRANT CORPORATION**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **QUADRANT CORPORATION** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **QUADRANT CORPORATION**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

DEBRA L LAUKEMAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-9-07

Notary seal, text and all notations must not be placed within 1/2" from edges of margins

Debra L Laukeman
(Signature of Notary)
DEBRA L LAUKEMAN
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at OLYMPIA
My Appointment Expires: 12-9-07

ESM CONSULTING ENGINEERS LLC

DuPont
Job No. 129-047-978-0004
April 7, 2006

EXHIBIT "A"

LEGAL DESCRIPTION FOR A TEMPORARY POWER AND TELEPHONE EASEMENT

THAT portion of the northeast quarter and of the southeast quarter of Section 33, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, more particularly described as follows:

COMMENCING at the east quarter corner of said Section 33, being a 6" x 6" concrete monument with hole in center as shown on that Record of Survey by ESM, Inc. recorded under Pierce County Recording No. 9303050249;

THENCE N 88°18'04" W, 1324.62 feet to a 6" x 6" concrete monument with large "X" at the northeasterly corner of the plat of "El Rancho Madrona" as recorded under Recording No. 2547535 as shown on said record of survey AND the TRUE POINT OF BEGINNING;

THENCE along the easterly line of said plat as shown on said record of survey, S 01°57'18" W, 30.95 feet;

THENCE N 46°16'40" E, 47.18 feet;

THENCE N 70°04'11" E, 63.53 feet;

THENCE N 10°09'44" W, 98.61 feet;

THENCE N 36°43'05" W, 29.11 feet;

THENCE N 00°58'39" E, 32.76 feet;

THENCE N 57°27'52" E, 85.11 feet;

THENCE N 79°01'57" E, 53.68 feet;

THENCE N 57°56'53" E, 21.20 feet;

THENCE N 28°31'52" E, 62.63 feet;

33915 1st Way South
Suite 200
Federal Way, WA 98003

Tel (253) 838 6113
Fax (253) 838 7104
Toll Free (800) 345 5694

Bothell (425) 415 6144
www.esmcivil.com

Civil Engineering
Project Management
Land Surveying

Land Planning
Public Works

DuPont
Job No. 129-047-978-0004
April 7, 2006

THENCE N 46°04'15" E, 51.85 feet;

THENCE N 54°44'47" E, 73.60 feet;

THENCE N 71°30'25" E, 61.47 feet;

THENCE S 86°53'31" E, 72.39 feet;

THENCE N 81°13'07" E, 38.15 feet;

THENCE N 59°59'41" E, 43.10 feet;

THENCE N 49°35'11" E, 69.31 feet;

THENCE N 43°00'27" E, 84.70 feet;

THENCE N 69°48'04" E, 65.27 feet;

THENCE N 59°38'28" E, 74.46 feet;

THENCE N 51°35'44" E, 91.79 feet to a point of curvature on the westerly line of the Hoffman Hill Tank Site as conveyed to the City of DuPont by instrument recorded under Pierce County Recording No. 9911090332;

THENCE along the said westerly line, northerly 42.99 feet along the arc of a non-tangent curve to the right, having a radius of 137.78 feet, the radius point of which bears S 70°22'42" E, through a central angle of 17°52'44";

THENCE S 65°56'45" W, 33.27 feet;

THENCE S 51°35'44" W, 61.31 feet;

THENCE N 86°12'28" W, 220.98 feet;

THENCE S 45°10'30" W, 347.63 feet;

THENCE S 54°44'47" W, 79.18 feet;

THENCE S 46°04'15" W, 57.60 feet;

THENCE S 28°31'52" W, 59.92 feet;

THENCE S 57°56'53" W, 9.99 feet;

THENCE S 79°01'57" W, 53.79 feet;

DuPont
Job No. 129-047-978-0004
April 7, 2006

THENCE S 57°27'52" W, 103.30 feet;

THENCE S 00°58'39" W, 54.72 feet;

THENCE S 36°43'05" E, 31.74 feet;

THENCE S 10°09'44" E, 71.64 feet;

THENCE S 70°04'11" W, 47.73 feet;

THENCE S 46°16'40" W, 33.64 feet;

THENCE S 88°19'39" E, 4.74 feet to the TRUE POINT OF BEGINNING.

CONTAINING 1.63 acres, more or less.

See attached Exhibit "B".

Written by: R.J.W.
Checked by: C.A.F.

I:\ESM-JOBS\129\47\978\Document\Legal-005.Doc



04/11/2006

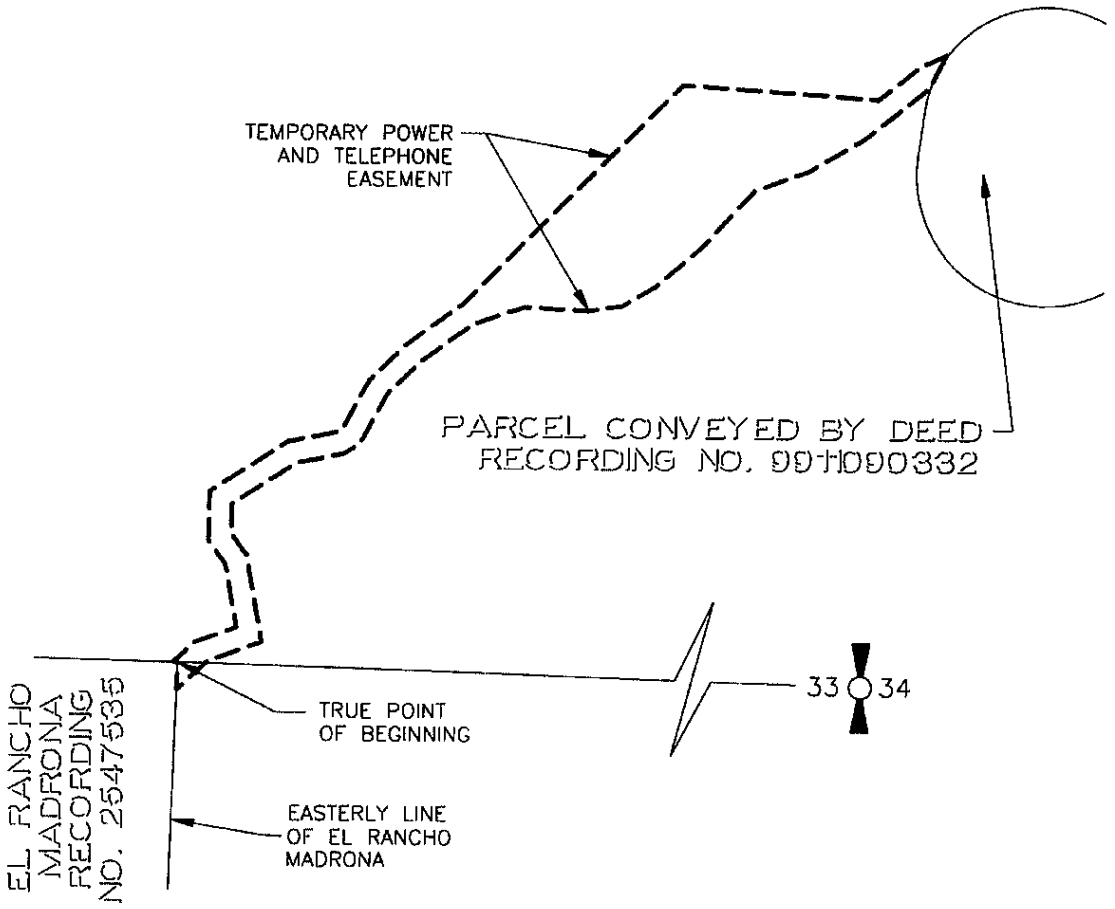
EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY POWER AND TELEPHONE EASEMENT

A PORTION OF THE NE 1/4 AND OF THE SE 1/4
OF SECTION 33, TWP. 19 N., RGE. 1 E., W.M.,
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

N

SCALE: 1"=200'



ESM-JOBS\129\47\978\EXHIBITS\SR-05

ESM CONSULTING ENGINEERS LLC
33915 1st Way South #200
Federal Way, WA 98003
www.esmcivil.com
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
CLE ELUM (509) 674-1905
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

JOB NO. 129-047-978-0004
DRAWING NAME : SR-05
DATE : 04-11-06
DRAWN : R.J.W.
SHEET 1 OF 1

200711070298 2 PGS
11/07/2007 11:02am $41.00
PIERCE COUNTY, WASHINGTON

RETURN TO:
PUBLIC WORKS & UTILITIES
8939 64th Street W
University Place WA 98467-1077

EXCISE TAX EXEMPT DATE 11-7-07
Pierce County

Parcel Number: **01-19-33-1-013** By WA Auth. Sig

SANITARY SEWER EASEMENT

For and in consideration of benefits to the general public health, safety and welfare and other good and valuable consideration, receipt of which is hereby acknowledged, **Grantor**, ***the Quadrant Corporation***, hereby grants and conveys to **Grantee**, Pierce County, a municipal corporation and political subdivision of the State of Washington, a perpetual nonexclusive easement with a right of immediate entry and continued access for the construction, improvement, maintenance and repair of a sanitary sewer pipeline, manholes, and other appurtenant sewer structures situated over, under, through and across the certain parcel of real property in Pierce County, Washington, and legally described as follows: Ptn of Lot 1.

That portion of Section 33, Township 19 North, Range 1 East of the Willamette Meridian in the City of DuPont, Pierce County Washington, contained within a 15 foot wide strip, lying 7.5 feet on each side of the following described centerline:

Commencing at the East quarter corner of said Section 33, being a 6" x 6" concrete monument with hole in center, also known as *Fort Lewis Monument No. 281,* as shown on that Record of Survey by ESM, Inc. recorded under Pierce County Recording No. 9303050249; thence along the monumented Fort Lewis Boundary as shown on said Record of Survey, South 01° 57' 26" West 1325.36 feet to a 6" x 6" concrete monument with brass disc and P. K. nail, also known as *Fort Lewis Monument No. 282* as shown on that Record of Survey; thence along the South line of the Northeast quarter of the Southeast quarter of said Section 33 as shown on said Record of Survey, North 88° 23' 50" West, 1324.57 feet to a 3" diameter concrete monument with 1 ½" brass disc with punch, at the Southwest corner of said subdivision as shown on said survey; thence along the West line of said Northeast quarter of the Southeast quarter North 01° 57' 18" East, 343.13 feet to ***the True Point of Beginning;*** thence North 80° 15' 55" East 185.49 feet to a point of curvature, the radius point of which bears North 69° 20' 12" East 124.00 feet ***and*** the terminus of said easement centerline. **Note:** The sidelines of said strip are to be lengthened or shortened as necessary to begin on said West line of the Northeast quarter of the Southeast quarter of said Section 33, ***and*** to end on said curve having a radius of 124.00 feet. **See Attached Exhibit**.

IN WITNESS WHEREOF this easement is executed as of this 24TH day of October 2007

Grantor: ***the Quadrant Corporation***

Gregory D. Moore
By: **Gregory D. Moore, Vice President**

ORIGINAL

STATE OF WASHINGTON)
ss.
COUNTY OF PIERCE)

I, the undersigned, a NOTARY PUBLIC, do hereby certify that on this 24th day of OCT., 2007 personally appeared before me **Gregory D. Moore** to me known to be a Vice President of ***the Quadrant Corporation,*** that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of ***the Quadrant Corporation***, for the uses and purposes therein mentioned, and on oath stated that he is authorized to convey ~~an~~ interest in real property.

Given under my hand and official seal affixed the above date and year first written.

DEBRA L. LUKEMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 12-9-07

Debra L Lukeman
Notary Public in and for the State of Washington, residing in LACEY.

Approved as to form only:
M. Peter Philley
Pierce County Deputy Prosecuting Attorney

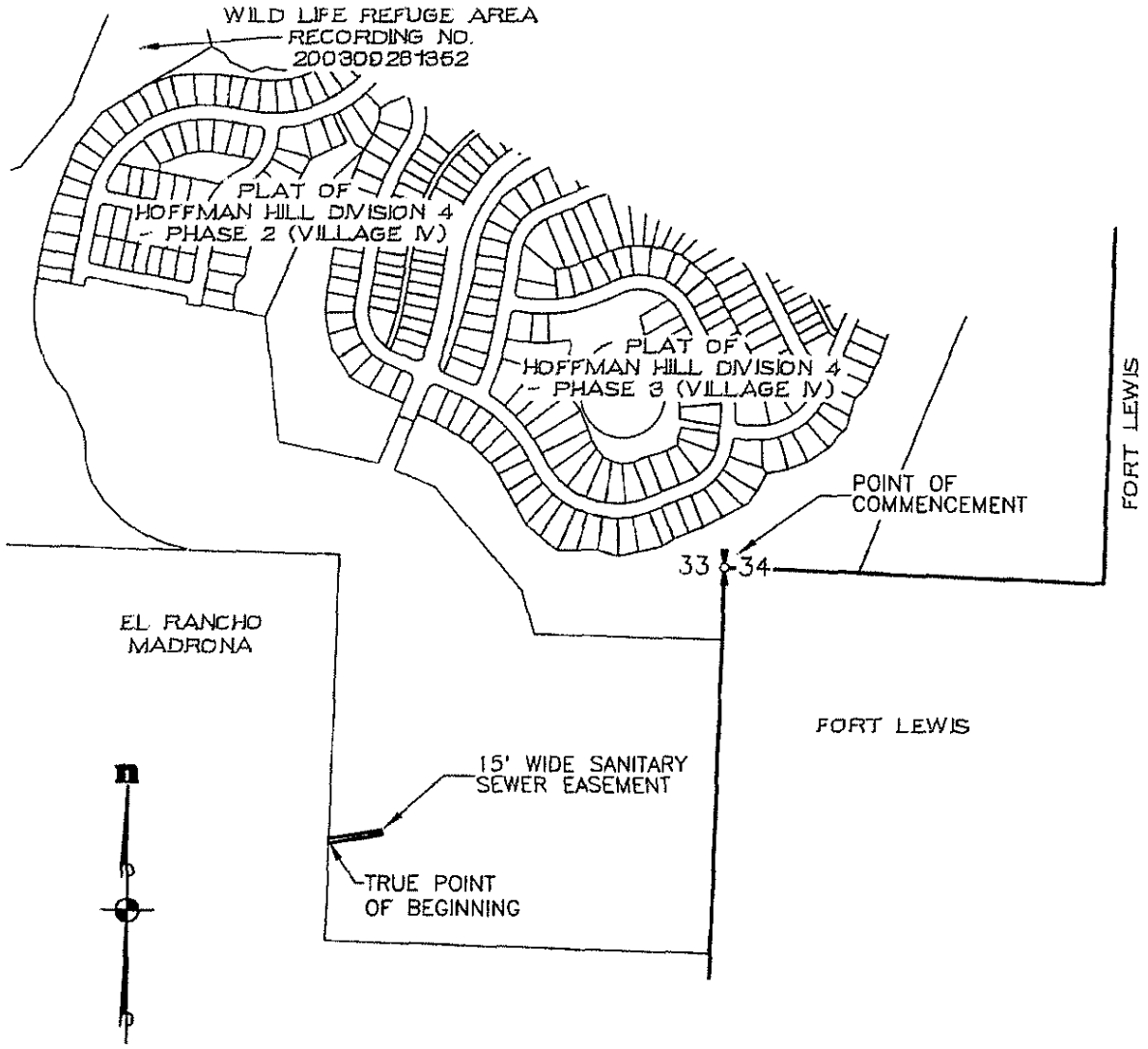
Accepted By:
Pierce County Executive
~~Chief of Staff~~

RECEIVED
OCT 25 2007
PUBLIC WORKS & UTILITIES
ENVIRONMENTAL SERVICES DEPT.

EXHIBIT B

TO ACCOMPANY LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE: 1"=600'

ESM CONSULTING ENGINEERS LLC
33915 1st Way South #200
Federal Way, WA 98003
www.esmcivil.com
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
ELLENSBURG (509) 674-1905
Civil Engineering
Public Works
Land Surveying
Project Management
Land Planning
Landscape Architecture

JOB NO. 129-47-005-0010
DRAWING : 129\47\979\EXHIBITS\SR-02
DATE : 2007-10-17
DRAWN : FD
SHEET 1 OF 1

201802130475 LPATTER 3 PGS
02/13/2018 12:42:32 PM $76.00
AUDITOR: Pierce County, WASHINGTON

After recording, return to:
Planning and Public Works Department
2401 South 35th St. Room 165
Tacoma, WA 9809
Attention: Tami Sisco

GRANT OF PUBLIC SANITARY SEWER EASEMENT

GRANTOR: Lennar Northwest, Inc.
GRANTEE: Pierce County
Abbreviated Legal Description: Section 33 Township 19 Range 01 Quarter 41 HOFFMAN HILL DIV 5 PH 1 TR O OF REC SEG PER TERMINATION OF CONDO AFN 2017-05-26-0343 COMB OF 300117-129-1 & 900935-001-0 THRU 005-0 SEG 2018-0046 JP 07/11/17 JP
Parcel Number: 3001171292

For and in consideration of mutual benefits and other good and valuable consideration, receipt of which is hereby acknowledged, the **Grantor**, Lennar Northwest, Inc., hereby grants and conveys to **Grantee**, Pierce County, a municipal corporation and political subdivision of the State of Washington, together with its officers, employees, agents, successors, assigns, permittees and its contractors, a non-exclusive perpetual easement with a right of immediate entry and continued 24-hour-a-day access for sewer-related purposes, including (but not limited to) the construction, operation, improvement, maintenance, and repair of a **sanitary sewer main and any appurtenances (including, but not limited to, manhole structures and privately owned or maintained sewer facilities),** as now planned and as later altered or enlarged at the discretion of the grantee, over, under, through, and across the real property situate in Pierce County Washington, described in Exhibit A, and depicted (for illustrative purposes) in Exhibit B, herein incorporated by this reference. Grantor shall not erect any fence around or within the described easement area without gates allowing 24-hour-a-day access to Grantee's employees, agents, and vehicles. Grantor also shall not alter the land within, construct anything within, or make any use of the easement area that would interfere with Grantee's use of the easement (as determined by Grantee) without the prior written consent of Grantee. Upon Grantee's request, Grantor will remove anything (including plants) within the easement area that was placed or installed after this easement is granted, with removal and restoration, if any, at Grantor expense.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed by its proper officer, member, partner, or other authorized representative this 22 day of January, 2018.

Grantor – Lennar Northwest, Inc.
By: its Vice President ~~of Land Acquisition~~, Julie D. Kelly

STATE OF WASHINGTON)
)SS
COUNTY OF PIERCE)

I, the undersigned, a NOTARY PUBLIC, do hereby certify that on this 22nd day of January 2018, that I know or have satisfactory evidence that Julie D. Kelly is the person who appeared before me, on oath stated that she was authorized to execute the above instrument and to bind Lennar Northwest, Inc. as the Vice President of Land Acquisition of Lennar Northwest, Inc., and on oath acknowledged that she signed the above instrument as the free and voluntary act and deed of herself and of Lennar Northwest, Inc. for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of January, 2018.

Notary Public
State of Washington
ALINA LYNCH
My Commission Expires
November 9, 2020

Notary Public in and for the State of Washington, residing in King County

Approved as to form only:
Pierce County Deputy Prosecuting Attorney

Accepted By:
Pierce County Executive

EXCISE TAX EXEMPT DATE 2-13-18
Pierce County
By Auth. Sig

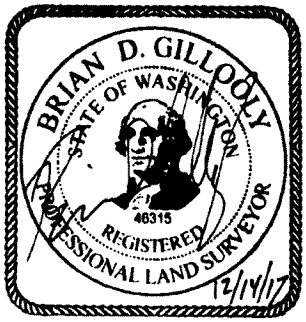
EXHIBIT A

LEGAL DESCRIPTION

PUBLIC SANITARY SEWER EASEMENT

Being a portion of Tract O, Hoffman Hill Division 5, Phase 1 (Village IV), as recorded under Auditor's File No. 200810095003, records of Pierce County, Washington, described as follows:

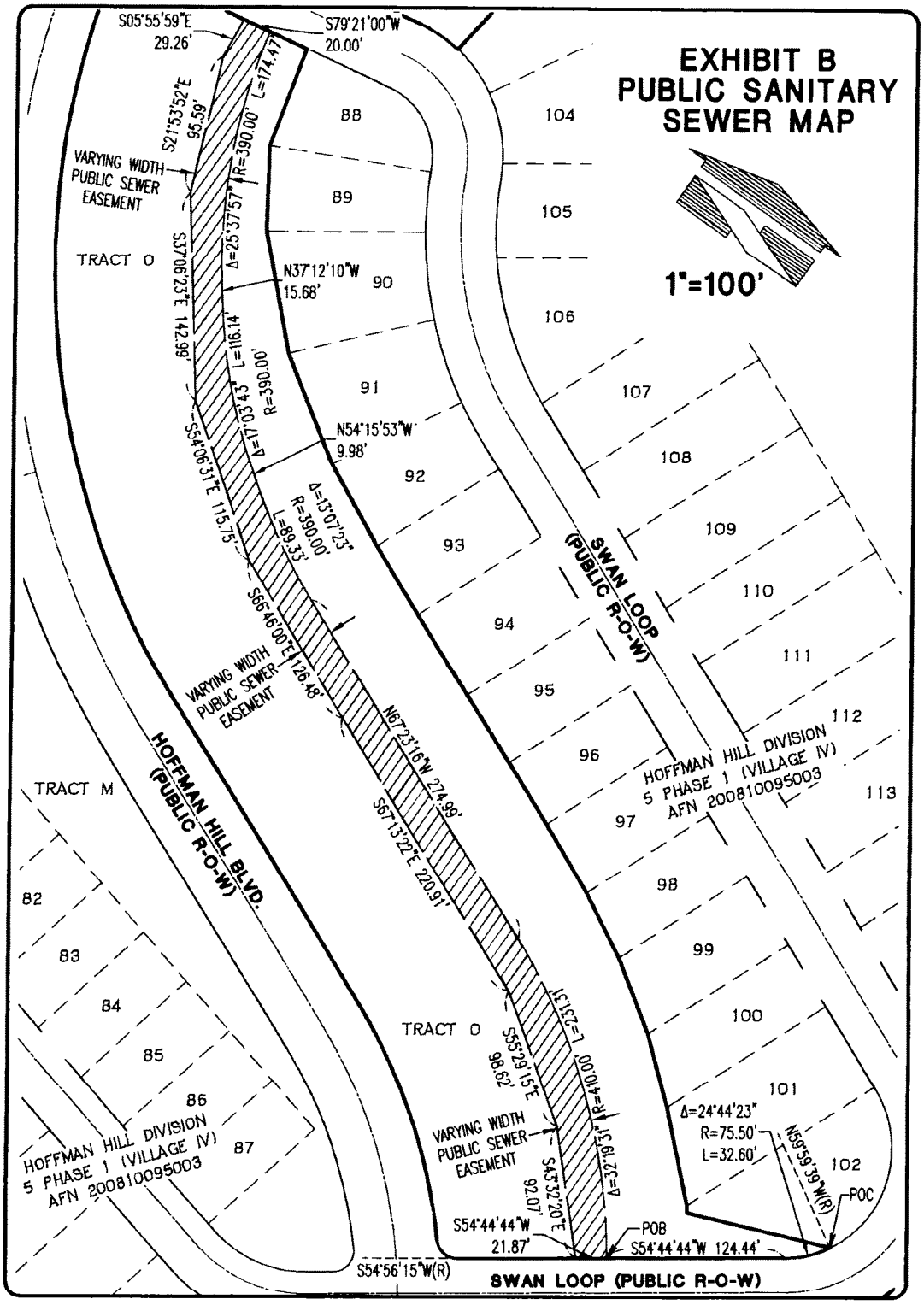
COMMENCING at the Easternmost Southeast corner of said Tract O, being a point on a curve, concave Northwesterly, whose radius point bears North 59°59'39" West;
THENCE Southwesterly along the Southeasterly line of said Tract O, along the arc of said curve, having a radius of 75.50 feet, through a central angle of 24°44'23" and an arc distance of 32.60 feet;
THENCE South 54°44'44" West, continuing along said Southeasterly line, 124.44 feet to a point on a curve, concave Southwesterly, whose radius point bears South 54°56'15" West and the TRUE POINT OF BEGINNING;
THENCE Northwesterly along the arc of said curve, having a radius of 410.00 feet, through a central angle of 32°19'31" and an arc length of 231.31 feet;
THENCE North 67°23'16" West, 274.99 feet to a point of curvature;
THENCE along the arc of said curve to the right, having a radius of 390.00 feet, through a central angle of 13°07'23" and an arc length of 89.33 feet;
THENCE North 54°15'53" West, 9.98 feet to a point of curvature;
THENCE along the arc of said curve to the right, having a radius of 390.00 feet, through a central angle of 17°03'43" and an arc length of 116.14 feet;
THENCE North 37°12'10" West, 15.68 feet to a point of curvature;
THENCE along the arc of said curve to the right, having a radius of 390.00 feet, through a central angle of 25°37'57" and an arc length of 174.47 feet to the North line of said Tract O;
THENCE South 79°21'00" West, along said North line, 20.00 feet;
THENCE South 05°55'59" East, 29.26 feet;
THENCE South 21°53'52" East, 95.59 feet;
THENCE South 37°06'23" East, 142.99 feet;
THENCE South 54°06'31" East, 115.75 feet;
THENCE South 66°46'00" East, 126.48 feet;
THENCE South 67°13'22" East, 220.91 feet;
THENCE South 55°29'15" East, 98.62 feet;
THENCE South 43°32'20" East, 92.07 feet to the Southeasterly line of said Tract O;
THENCE North 54°44'44" East, along said Southeasterly line, 21.87 feet to the TRUE POINT OF BEGINNING.



Project: Hoffman Hills
Job No. 18391
December 1, 2017
Revised: December 14, 2017

DJS/kma
18391L.001.doc
18391exh01-sse.dwg

201802130475.003



201804270891 MBALLAR 3 PGS
04/27/2018 03:54:38 PM $76.00
AUDITOR, Pierce County, WASHINGTON

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
3130 S. 38th Street
Tacoma, WA 98409
MLH

PUGET SOUND ENERGY

EASEMENT

REFERENCE #:
GRANTOR (Owner): **LENNAR NORTHWEST INC.**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: ***TRACT O HOFFMAN HILL DIV. 5 PH. 1 / NE ¼ SE ¼ 33-19N-01E***
ASSESSOR'S PROPERTY TAX PARCEL: **300117-129-3**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **LENNAR NORTHWEST INC., a Washington corporation** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.,** a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **PIERCE** County, Washington:

TRACT O, HOFFMAN HILL DIVISION 5, PHASE 1, ACCORDING TO PLAT RECORDED UNDER AUDITOR'S FILE NO. 200810095003, RECORDS OF PIERCE COUNTY, WASHINGTON.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PRIVATE AND PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

EXCISE TAX EXEMPT DATE 4.27.18
Pierce County
By Marissa Ballard **Auth. Sig.**

a. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 25th day of April, 2018.

OWNER: **LENNAR NORTHWEST INC.**

BY: _____

TITLE: Vice President

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 25th day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Santos (name), to me known to be the person who signed as vice president (title), of **LENNAR NORTHWEST INC.**, a Washington corporation, the LLC that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **LENNAR NORTHWEST INC.**instrument on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

_____
(Signature of Notary)

Joseph Berezhnoy
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at Lacey
My Appointment Expires: 9/1/21

Notary seal, text and all notations must not be placed within 1" margins



Filed at the request of
and after recording return to:

Weyerhaeuser Real Estate Company
WRE 1-1
Tacoma, WA 98477

9112090237

BK0730PG2906
P90-1282
P90-1283

WARRANTY DEED

The Grantor, **WEYERHAEUSER COMPANY**, a Washington corporation, of Tacoma, Washington, for and in consideration of making a capital contribution to its wholly-owned subsidiary, does hereby convey and warrant unto **WEYERHAEUSER REAL ESTATE COMPANY**, a Washington corporation, of Tacoma, Washington, the real property situated in the County of Pierce, State of Washington, described on the attached EXHIBIT A.

Subject to any easement or right of way in the public, for any public roads heretofore established or existing on said lands and to all matters of public record.

Dated this 14th day of December, 1990.

FILED FOR RECORD AT REQUEST OF
PACIFIC NORTHWEST TITLE
91 DEC -9 PM 1:35

WEYERHAEUSER COMPANY

By: Charles W. Bingham
Executive Vice President

Attest: Robert N. Mogensen
Assistant Secretary

EXCISE TAX PAID $ 0
Re. No. 374354 Date 12-31-90
Pierce County
By [illegible] Auth. Sig

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of December, 1990, before me personally appeared Charles W. Bingham and Robert N. Mogensen, to me known to be the Executive Vice President and Assistant Secretary, respectively, of **WEYERHAEUSER COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

PAMELA M. REDMON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 1, 1993

Pamela M. Redmon
Notary Public in and for the State of Washington.
My Appointment expires: October 1, 1993

10

EXHIBIT A

IN PIERCE COUNTY, WASHINGTON

IN TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M.

Section 26: That portion of the Southeast Quarter of Northwest Quarter (SE¼NW¼) lying Southeasterly of the existing fence and Westerly of the Westerly right of way margin of Center Drive;

That portion of the Northeast Quarter of Southwest Quarter (NE¼SW¼) lying Southeasterly of an existing fence, said fence runs in a Northeasterly-Southwesterly direction, and Westerly of the Westerly right of way margin of Center Drive;

That portion of the West Half of Southwest Quarter (W½SW¼) lying Southeasterly of the existing fence;

That portion of the Southeast Quarter of Southwest Quarter (SE¼SW¼) lying Westerly of the Westerly right of way margin of Center Drive;

That portion of the Southwest Quarter of Southwest Quarter of Southeast Quarter (SW¼SW¼SE¼) lying Westerly of the Westerly right of way margin of Center Drive

Section 27: Those portions of the North Half of Southwest Quarter (N½SW¼) lying Southwesterly of the existing fence;

Southwest Quarter of Southwest Quarter (SW¼SW¼);

That portion of the Southeast Quarter of Southwest Quarter (SE¼SW¼) lying Southwesterly of the existing fence;

Those portions of the South Half of Southeast Quarter (S½SE¼) lying Southerly of the existing fence

Section 28: That portion of Government Lot 5 (Lot 5) lying Southwesterly of the existing fence and Southeasterly of the Southeastern boundary of Burlington Northern Inc.'s property;

Those portions of Government Lots 3 and 4 (Lots 3 & 4) lying Southeasterly of the Southeastern boundary of Burlington Northern Inc.'s property

Section 33: Northeast Quarter of Northeast Quarter (NE¼NE¼);

That portion of Government Lot 4 (Lot 4) lying Southeasterly of the Southeastern boundary of Burlington Northern Inc.'s property;

South Half of Northeast Quarter (S½NE¼);

Northeast Quarter of Southeast Quarter (NE¼SE¼)

9112090237

Section 34: North Half of Northeast Quarter (N½NE¼);

West Half of Northwest Quarter (W½NW¼) being a portion of the Plat of Nisqually City, not vacated

Section 35: Those portions of the West Half of West Half of Northeast Quarter (W½W½NE¼) lying Westerly of the Westerly right of way margin of Center Drive, said portions being all that part of the said West Half of West Half of Northeast Quarter, LESS AND EXCEPT those parts thereof previously conveyed to Weyerhaeuser Real Estate Company;

North Half of Northwest Quarter (N½NW¼);

Those portions of the Southeast Quarter of Northwest Quarter (SE¼NW¼) and the Northeast Quarter of Southwest Quarter (NE¼SW¼) conveyed to Weyerhaeuser Company by the United States of America by deed dated December 21, 1983, recorded as Fee No. 8401170059;

That portion of the Northwest Quarter of Southeast Quarter (NW¼SE¼) conveyed to Weyerhaeuser Company by the United States of America by deed dated December 21, 1983, recorded as Fee No. 8401170059, LESS AND EXCEPT that part thereof previously conveyed to Weyerhaeuser Real Estate Company;

Those portions of the East Half of Southwest Quarter of Northeast Quarter (E½SW¼NE¼) and the West Half of Southeast Quarter of Northeast Quarter (W½SE¼NE¼) lying Southeasterly of the North line of Wilmington Drive and Northwesterly of the North line of the railroad right of way, LESS AND EXCEPT that part conveyed to the City of Dupont by Bargain and Sale Donation Deed dated October 17, 1988, recorded as Fee No. 8812220490.

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said land for the purpose of exploring the same for geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided, that the Grantee and Grantee's representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved;

provided, further, that the exercise of such rights by the Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Grantor hereby further reserves unto itself, its successors and assigns, forever, fifty percent (50%) of the net proceeds realized by Grantee, its successors and assigns, from each sale or trade of sand, gravel, rock and aggregate mined, produced from the land.

SUBJECT TO:

1. Easement dated November 28, 1941 to United States of America, recorded as Fee No. 1310652.

2. Right of Way Easement dated May 9, 1925 to Puget Sound Power & Light Company, recorded in Volume 481 on page 228.

3. Easement dated May 24, 1963 to Puget Sound Power & Light Company, recorded as Fee No. 2015421.

4. Easement dated May 4, 1929 to United States of America, recorded as Fee No. 976606.

5. Nonexclusive, perpetual easement reserved by the United States of America, Department of the Army, in Deed dated December 21, 1983, recorded as Fee No. 8401170059 in Volume 174 on page 2483.

6. Easement No. DA(S)45-108-ENG-461 dated September 2, 1960 from the United States of America, Department of the Army to Washington Natural Gas Company, recorded as Fee No. 1902588.

7. Easement dated November 25, 1987 to Puget Sound Power & Light Company, recorded in Volume 461 on page 1485.

8. Easement dated June 10, 1988 to Puget Sound Power & Light Company, recorded as Fee No. 8808010149 in Volume 0499 on page 0272.

9. Easement dated February 22, 1990 to Puget Sound Power & Light Company, recorded as Fee No. 9004190543 in Volume 0605 on page 2570.

9405130746
TRANS
94-322
MAY 13 1994

FILED AT THE REQUEST OF
AND RETURN TO:

WEYERHAEUSER COMPANY
Box C
Tacoma, WA 98477

94 MAY 13 PM 2:02

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

MODIFICATION OF MINERAL RESERVATIONS

By deed dated December 15, 1988, recorded January 26, 1989 in Volume 527 at page 1178 under Auditor's File No. 8901260100 WEYERHAEUSER COMPANY, a Washington corporation (hereinafter "Weyerhaeuser"), as Grantor conveyed certain lands in Sections 24, 25, 26, 35 and 36, Township 19 North, Range 1 East of Willamette Meridian, all in Pierce County, Washington, as more particularly described therein, to WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation (hereinafter "WRECO"), as Grantee, reserving minerals in and under all said lands by specific reservation;

By deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3560 under Auditor's File No. 9002020329 Weyerhaeuser, as Grantor conveyed certain lands in Sections 23, 24, 25, 26, 35 and 36, Township 19 North, Range 1 East of Willamette Meridian, all in Pierce County, Washington, as more particularly described therein, to WRECO, as Grantee, reserving minerals in and under all said lands by specific reservation and reserving a royalty interest in any sales of sand and gravel in a portion of said lands by additional specific reservation;

By deed dated December 14, 1990, recorded December 9, 1991 in Volume 0730 at page 2906 under Auditor's File No. 9112090237 Weyerhaeuser, as Grantor conveyed certain lands in Sections 26, 27, 28, 33, 34 and 35, Township 19 North, Range 1 East of Willamette Meridian, all in Pierce County, Washington, as more particularly described therein, to WRECO, a Washington corporation, as Grantee, reserving minerals in and under all said lands by specific reservation and reserving a royalty interest in any sales of sand and gravel in a portion of said lands by additional specific reservation;

Weyerhaeuser has agreed to modify certain terms and provisions of said mineral and royalty reservations as to the lands described on EXHIBIT A, attached hereto and by this reference made a part hereof, in connection with the development of said lands by WRECO;

NOW THEREFORE, as to the lands described on said EXHIBIT A, Weyerhaeuser, for itself, its successors and assigns, hereby covenants with WRECO, its successors and assigns that all said mineral and royalty interest reservations contained in the above referenced deeds be and hereby are deleted in their entirety and that the following be and hereby is inserted and substituted therefor:

> Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to take out and remove therefrom all such geothermal resources, metals, ores and minerals. Provided that Grantor, its successors and assigns, will not occupy or use the surface of said land and will not do any development, excavation or mining within a vertical depth of 500 feet. Grantor, its successors and assigns, shall, however, have the right to enter upon

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such land to conduct geophysical and geological surveys and other exploration. Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided further, that the exercise of such rights by Grantor, its successors and assigns, shall not be postponed or delayed so long as Grantor is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

Grantor reserves for itself, its successors and assigns, a royalty interest in any rock, sand, gravel and aggregate which may be recovered or consumed by Grantee or persons claiming under or through Grantee (collectively referred to as the "Resource Owners"), from the lands herein conveyed, in the amount of twenty-five percent (25%) of the fair market value of such resources at the time of their extraction from the lands. "Fair Market value of such resources at the time of their extraction" means the value which a willing buyer would pay for the rock, sand gravel and aggregate in place, assuming that: (1) removals could and would commence immediately and continue until the resource was exhausted or no longer economic to extract, and (2) the buyer was prepared to extract the rock, sand, gravel and aggregate and process it into marketable forms. Where the Resource Owners have negotiated, on an arms length basis, a mining lease or similar agreement with an unrelated third party in the business of acquiring and extracting rock, sand, gravel and aggregate, and those parties have no other business dealings, the fair market value of the resource shall be presumed to equal the sum of all money (whether characterized as royalties, bonuses, rents, profit sharing, other payments) and other things of value received by the Resources Owners as compensation for removal of the rock, sand, gravel and aggregate, and Grantor or its successors or assigns shall be entitled to 25% of all such monies plus 25% of the value of all non-monetary things so received. Where the Resource Owners, or persons acting in concert with them, remove, rock, sand, gravel and aggregate for sale or further processing, the fair market value of the resources shall be the amount which an unrelated willing buyer would pay as compensation for them under the assumptions stated above. Evidence of such value may include: (1) amounts customarily paid to the owners of similar rock, sand, gravel and aggregate by those in the business of extracting and processing them, (2) the market value of products produced from similar rock, sand, gravel and aggregate less average costs of all elements of production other than compensation to the owner for the raw resource in place, and (3) the profits received and anticipated by the parties removing and processing the rock, sand, gravel and aggregate, after allowing for costs of removal and production and a reasonable rate of return on the capital employed to do so.

The Resource Owners covenant and agree to: (1) notify Grantor, or any successor or assigns of record, if they plan to remove or consume any rock, sand, gravel and aggregate from the lands conveyed herein, (2) keep Grantor, or such successors and assigns, informed of the status of any regulatory permits needed to remove or consume rock, sand, gravel and aggregate, (3) notify Grantor, or such successors and assigns, of the quantities of each type or grade of rock, sand, gravel and aggregate removed or consumed, within 30

days after the end of each month in which any such removals or consumption occur, (4) negotiate in good faith as to the amount of royalties to be paid and methods to verify that royalties have been properly determined and paid, (5) pay the reserved royalties with 30 days after the end of each month in which any rock, sand, gravel and aggregate is removed or consumed, and (6) on request of Grantor or its successors or assigns, submit any disputes with respect to these royalties to binding arbitration under the applicable rules of the American Arbitration Association.

If a royalty rate has not been established by the date when a royalty payment is due, the Resource Owners shall pay reasonable estimated royalties up to a rate requested by Grantor or its successors or assigns, subject to retroactive adjustment when the royalty rate has been agreed upon or determined by arbitration. If the final royalty rate is higher than the estimated royalties paid, the Resource Owners shall immediately pay the difference plus a penalty of 1.5% per month. If the final royalty rate is lower than the estimated royalties paid, the Resource Owners shall be reimbursed for the excess with interest at the rate of 1.5% per month.

The royalty interest herein reserved is NOT intended to apply to any excavation or removal of rock, sand, gravel or aggregate conducted as part of the building or installation of improvements on the Exhibit A lands. This exception applies whether the excavated material remains on the lot, plot or tract or is hauled away from the lot, plot or tract. Thus material excavated for building basements, foundations, footings, underground utilities, etc. is not subject to the herein reserved royalty interest.

Grantor has reserved no rights to remove or consume or to prevent the removal or consumption of rock, sand, gravel and aggregate. However, Grantor does reserve a security interest in all rock, sand, gravel and aggregate removed or consumed by Grantee and anyone claiming under or through Grantee, and in their products and proceeds. Grantee covenants, for itself and all persons claiming interests in such resources through it, to execute such financing statements and other documents as may be requested by Grantor and its successors and assigns to perfect and give public notice of those security interests.

Dated this 9th day of May, 1994

WEYERHAEUSER COMPANY
a Washington corporation

By: Charles W. Bingham
Executive Vice President

Attest: Pamela M. Rodman
Assistant Secretary

WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, the above-named Grantee, agrees with and accepts this Modification of Mineral Reservations.

By: Robert L. Sheldon
Title: VICE PRESIDENT

Dated: MAY 4, 1994

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10th day of May, 1994, before me personally appeared Charles W. Bingham and Pamela M. Redmon, to me known to be the Executive Vice President and Assistant Secretary, respectively, of **WEYERHAEUSER COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

G.W. BJERKE
STATE OF WASHINGTON
NOTARY --•-- PUBLIC
My Commission Expires 3-20-96

Notary Public in and for the State of Washington.
My Appointment expires: March 20, 1996

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of May, 1994, before me personally appeared Robert L. Shedd, to me known to be the Vice President of **WEYERHAEUSER REAL ESTATE COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

ARLET M. BAHR
NOTARY PUBLIC
STATE OF WASHINGTON

Notary Public in and for the State of Washington.
My Appointment expires: 4/15/98

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EXHIBIT A

IN PIERCE COUNTY, WASHINGTON

TOWNSHIP 19 NORTH, RANGE 1 EAST OF WILLAMETTE MERIDIAN

THAT PORTION OF THE LANDS conveyed by deed dated December 15, 1988, recorded January 26, 1989 in Volume 527 at page 1178 under Auditor's File No. 8901260100 described as follows:

Those portions of the NW¼ and the SW¼ of Section 25, and the SW¼ of Section 24, more fully described as follows:

Commencing at Fort Lewis Monument #259, being on the north line of said Section 25;
Thence South 01°31'31" West, 3317.26 feet to Fort Lewis Monument #262;
Thence South 87°57'04" East, 572.46 feet to the westerly margin of DuPont-Steilacoom Highway and the True Point of Beginning;
Thence along said westerly margin, South 01°42'01" West, 1488.68 feet to the northerly line of a wetlands area;
Thence along said northerly line the following courses:
North 88°17'59" West, 24.07 feet;
South 74°09'45" West, 57.08 feet;
North 37°31'32" West, 35.01 feet;
South 87°41'02" West, 42.60 feet;
North 61°30'59" West, 58.65 feet;
North 73°42'35" West, 28.67 feet;
North 71°21'32" West, 35.46 feet;
South 83°03'30" West, 29.71 feet;
South 82°37'33" West, 40.92 feet;
North 77°20'45" West, 37.53 feet;
North 86°11'31" West, 41.36 feet;
North 80°24'24" West, 25.68 feet;
South 76°19'50" West, 49.78 feet;
South 81°03'07" West, 56.42 feet;
North 30°02'50" West, 56.31 feet;
Thence South 85°55'16" West, 566.90 feet to the southerly line of said wetlands area;
Thence along said southerly line the following courses:
North 63°42'26" West, 139.52 feet;
North 51°40'39" West, 126.60 feet;
North 71°55'54" West, 136.16 feet;
North 51°13'03" West, 108.86 feet;
North 47°54'33" West, 59.62 feet;
North 14°13'59" West, 158.61 feet;
North 24°59'16" East, 84.29 feet;
North 00°10'58" West, 46.84 feet;
Thence North 53°26'36" West, 852.73 feet;
Thence North 01°53'56" East, 4383.86 feet;
Thence South 84°58'59" East, 2016.02 feet to the southerly line of Puget Sound Outfall Channel and a point of curvature;
Thence along said southerly line, easterly 140.44 feet along the arc of a non-tangent curve to the left, having a radius of 291.11 feet, the radius point of which bears North 27°25'16" East, through a central angle of 27°38'25" to a point of tangency;
Thence along said southerly line North 89°46'51" East, 1.06 feet to said westerly margin of DuPont-Steilacoom Highway and a point of curvature;
Thence along said westerly margin, southerly 774.47 feet along the arc of a non-tangent curve to the right, the radius point of which bears South 66°49'09" West, having a radius of 1783.43 feet, through a central angle of 24°52'52" to a point of tangency;
Thence along said westerly margin, South 01°42'01" West, 3059.22 feet to the True Point of Beginning; being that certain tract shown on a Record of Survey recorded under Pierce County Auditor's File No. 8811280282;

LESS AND EXCEPT those portions of said Sections 24 and 25 conveyed to the City of DuPont by deed dated June 28, 1990 and recorded November 17, 1990 in Volume 0651 at page 3441 under Auditor's File No. 9011270235;

Those portions of the **SE¼** of **Section 26**, the **NE¼** of **Section 35** and the **NW¼** of **Section 36**, more fully described as follows:

Beginning at Fort Lewis Monument #270, also being the northwesterly corner of that parcel shown on Record of Survey filed in Volume 473, page 378, Recording No. 8803030092;

Thence along the westerly line of said parcel, South 18°18'29 East, 658.00 feet to the northerly margin of Wilmington Drive;

Thence along said northerly margin, South 71°38'03" West, 1220.00 feet;

Thence North 18°18'29" West, 2152.25 feet to the southwesterly extension of the northwesterly line of that parcel shown on donation deed filed under recording number 8609160527;

Thence along said southwesterly extension, North 36°29'27" East, 619.16 feet to the southerly line of said parcel shown on donation deed;

Thence along said southerly line, South 46°33'12" East, 452.10 feet to a point of curvature;

Thence continuing along said southerly line, southeasterly 670.68 feet along the arc of a tangent curve to the left, having a radius of 892.44 feet through a central angle of 43°03'32" to the northerly extension of said westerly line of parcel shown on record of survey;

Thence along said northerly extension, South 18°18'29" East, 1028.65 feet to the Point of Beginning; being that certain tract shown on a Record of Survey recorded under Auditor's File No. 8811280283;

LESS AND EXCEPT those portions of said lands in the **NW¼** of **Section 36** and the **NE¼** of **Section 35** conveyed to State Farm Mutual Automobile Insurance Company by deed dated March 19, 1993 and recorded March 24, 1993 in Volume 0867 at page 0519 under Auditor's File No. 9303240468.

THAT PORTION OF THE LANDS conveyed by deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3560 under **Auditor's File No. 9002020329** described as follows:

Section 23: E½;

LESS AND EXCEPT those portions of the **N½NW¼NE¼**, the **E½NE¼**, the **NE¼SE¼**, and the **NE¼E½SE¼**, conveyed to Pierce County by deed dated December 14, 1983, recorded under Auditor's File No. 8401170220; and

LESS AND EXCEPT that portion of said lands in the **NE¼** conveyed to Lone Star Northwest, Inc. by deed dated January 6, 1992, recorded January 7, 1992 in Volume 0737 at page 3147 under Auditor's File No. 9201070565; and

LESS AND EXCEPT that portion of said lands in the **SE¼** conveyed to Puget Sound Power & Light Company by deed dated December 18, 1990 and recorded January 4, 1991 in Volume 658 at page 3436 under Auditor's File No. 9101040283; and

LESS AND EXCEPT the following described portions of **Section 23**:

SW¼NE¼; and

That portion of the **SE¼NE¼** lying west of the westerly boundary of the Puget Sound Outfall Channel as recorded under Recording No. 1674527; and

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That portion of the SE¼ lying west of the westerly boundaries of the Puget Sound Outfall Channel, the easement to Puget Sound Power & Light Company, and the sewer line easement to the United States of America;

Section 24: SW¼SW¼ and W½SE¼SW¼;

LESS AND EXCEPT those portions conveyed to Pierce County by deed dated December 14, 1983, recorded under Auditor's File No. 8401170220, and to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100; and

LESS AND EXCEPT that portion of the W½SE¼SW¼ conveyed to the City of DuPont by deed dated June 28, 1990 and recorded November 27, 1990 in Volume 651 at page 3441 under Auditor's File No. 9011270235;

That portion of the E½SE¼SW¼ lying southerly of the south right of way line of the Puget Sound Outfall Channel and Westerly of the West right of way boundary of the DuPont-Steilacoom County Road;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100

Section 25: W½W½W½NW¼;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100; and

LESS AND EXCEPT that portion conveyed to the City of DuPont by deed dated June 28, 1990 and recorded November 27, 1990 in Volume 651 at page 3441 under Auditor's File No. 9011270235;

LESS AND EXCEPT that portion conveyed to the City of DuPont by deed dated December 19, 1991 and recorded December 23, 1991 in Volume 0734 at page 0961 under Auditor's File No. 9112230169;

That portion of the W½W½NW¼SW¼, lying northerly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527, and westerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

That portion of the SE¼SW¼ lying northeasterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527, and southerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100, and westerly of the West right of way line of the DuPont-Steilacoom County Road

Section 26: NE¼;

LESS AND EXCEPT that portion of the NW¼NE¼ lying west of the westerly boundary of [redacted] right of way described as "Easement X" in that certain Easement dated November 28, 1941, recorded November 23, 1942 in Book 705 at page 437, under Auditor's File No. 1310652; and

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LESS AND EXCEPT those portions of the N½NE and the SW¼NE¼ conveyed to the City of DuPont by deed dated December 19, 1991 and recorded December 23, 1991 in Volume 0734 at page 0961 under Auditor's File No. 9112230169;

Those portions of the SE¼NW¼ and the E½SW¼ lying easterly of the westerly right of way line of proposed Center Drive;

LESS AND EXCEPT those portions of the SE¼NW¼ conveyed to the City of DuPont by deed dated December 19, 1991 and recorded December 23, 1991 in Volume 0734 at page 0961 under Auditor's File No. 9112230169; and

LESS AND EXCEPT those portions of the SE¼NW¼ and the E½SW¼ conveyed to the City of DuPont by deed dated May 11, 1992 and recorded May 21, 1992 in Volume 0777 at page 1144 under Auditor's File No. 9205210947;

That portion of the NE¼SE¼ lying northerly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's Fee No. 8609160527;

NW¼SE¼;

That portion of the SW¼SE¼ lying easterly of the proposed westerly right of way line of Center Drive;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

That portion of the SE¼SE¼ lying northwesterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100

Section 35: That portion of the NE¼NE¼ lying southwesterly of the parcel conveyed to Weyerhaeuser Real Estate Company dated December 15, 1988, recorded under Auditor's File No. 8901260100;

That portion of the NW¼NE¼ lying easterly of the westerly right of way line of proposed Center Drive;

LESS AND EXCEPT that portion conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

Those portions of the S½NE¼ and the NW¼SE¼ lying easterly of the westerly right of way line of proposed Center Drive and northerly of the north line of Wilmington Drive and Westerly of the parcel conveyed to Weyerhaeuser Real Estate Company by deed dated December 15, 1988, recorded under Auditor's File No. 8901260100;

LESS AND EXCEPT those portions of said lands in the E½ of Section 35 conveyed to State Farm Mutual Automobile Insurance Company by deed dated March 19, 1993, recorded March 24, 1993 in Volume 0867 at page 0519 under Auditor's File No. 9303240468

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Section 36: That portion of the NE¼NW¼ lying easterly of the parcel conveyed to the City of DuPont by deed dated September 9, 1986, recorded under Auditor's File No. 8609160527, and easterly of Block "L" of the Replat of the Village of DuPont, as recorded in Volume 15 of Plats, page 66, and northerly of the southerly line of a 15 foot easement granted to the Pierce County School District No. 7 for a path, recorded under Auditor's File No. 1604647, and northwesterly of the west right of way line of the DuPont-Steilacoom County Road;

LESS AND EXCEPT the following described tract of land:

Commencing at the Northwest corner of said Section 36;

Thence South 00°25'24" East along the west line of said Section 36, a distance of 1,314.18 feet to Fort Lewis Monument Number 270;

Thence South 18°17'53" East, 738.12 feet to a point on the southerly margin of Frontage Road and the northerly margin of Northern Pacific Railroad Right of Way;

Thence North 71°38'25" East along said margin 2,027.10 feet to a point at the intersection of the centerline of Barksdale Avenue and the northerly margin of the Northern Pacific Railroad Right of Way;

Thence North 61°51'03" West along said centerline 316.74 feet;

Thence North 28°08'57" East, 30.00 feet to the northerly margin of Barksdale Avenue;

Thence North 66°50'39" East, 26.84 feet;

Thence North 31°30'00" East, 142.33 feet to the True Point of Beginning;

Thence continuing North 31°30'00" East, 757.43 feet to the westerly margin of DuPont-Steilacoom Road;

Thence South 21°30'41" West along said westerly margin 507.33 feet;

Thence South 31°30'00" West, 233.24 feet;

Thence North 74°05'15" West, 91.36 feet to the True Point of Beginning.

THOSE LANDS CONVEYED by deed dated December 14, 1990, recorded December 9, 1991 in Volume 0730 at page 2906 under **Auditor's File No. 9112090237** described as follows:

Section 26: That portion of the SE¼NW¼ lying southeasterly of the existing fence and westerly of the westerly right of way margin of Center Drive;

That portion of the NE¼SW¼ lying southeasterly of an existing fence, said fence runs in a northeasterly-southwesterly direction, and westerly of the westerly right of way margin of Center Drive;

That portion of the W½SW¼ lying southeasterly of the existing fence;

That portion of the SE¼SW¼ lying westerly of the westerly right of way margin of Center Drive;

That portion of the SW¼SW¼SE¼ lying westerly of the westerly right of way margin of Center Drive;

Section 27: Those portions of the N½SW¼ lying southwesterly of the existing fence;

SW¼SW¼;

That portion of the SE¼SW¼ lying southwesterly of the existing fence;

Those portions of the S½SE¼ lying southerly of the existing fence

Section 28: That portion of Government Lot 5 lying southwesterly of the existing fence and southeasterly of the southeastern boundary of Burlington Northern Inc.'s property;

Those portions of Government Lots 3 and 4 lying southeasterly of the southeastern boundary of Burlington Northern Inc.'s property

Section 33: NE¼NE¼;

That portion of Government Lot 4 lying southeasterly of the southeastern boundary of Burlington Northern Inc.'s property;

S½NE¼;

NE¼SE¼

Section 34: N½NE¼;

W½NW¼ being a portion of the Plat of Nisqually City, not vacated

Section 35: Those portions of the W½W½NE¼ lying westerly of the westerly right of way margin of Center Drive, said portions being all that part of the said W½W½NE¼;

LESS AND EXCEPT those portions thereof conveyed to Weyerhaeuser Real Estate Company by deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3560 under Auditor's File No. 9002020329;

N½NW¼;

Those portions of the SE¼NW¼ and the NE¼SW¼ conveyed to Weyerhaeuser Company by the United States of America by deed dated December 21, 1983, recorded under Auditor's File No. 8401170059;

That portion of the NW¼SE¼ conveyed to Weyerhaeuser Company by the United States of America by deed dated December 21, 1983, recorded under Auditor's File No. 8401170059;

LESS AND EXCEPT that portion thereof conveyed to Weyerhaeuser Real Estate Company by deed dated December 18, 1989, recorded February 2, 1990 in Volume 0590 at page 3560 under Auditor's File No. 9002020329;

Those portions of the E½SW¼NE¼ and the W½SE¼NE¼ lying southeasterly of the north line of Wilmington Drive and northwesterly of the north line of the railroad right of way;

LESS AND EXCEPT that part conveyed to the City of DuPont by Bargain and Sale Donation Deed dated October 17, 1988, recorded under Auditor's File No. 8812220490

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Auditor's Note:
Color and/or oversized map
retained in Auditor's
vault or map file folder.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

NORTHWEST LANDING RESIDENTIAL PROPERTY

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RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

NORTHWEST LANDING RESIDENTIAL PROPERTY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 1st day of March, 1994, by Weyerhaeuser Real Estate Company, Land Management Division.

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (or if not the owner, Declarant has the written consent of the owner to subject such property to this Declaration). Declarant intends by this Declaration to: (1) impose upon the Residential Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of such property; (2) provide a flexible and reasonable procedure for the overall development of the Residential Properties; (3) establish a method for the administration, maintenance, preservation, use and enjoyment of the Residential Properties; and (4) create easements, covenants, conditions and restrictions to protect the value and desirability of the real property subject to this Declaration.

Declarant hereby declares that the Residential Properties shall be held, sold, used and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of and which shall run with title to the Residential Properties. This Declaration shall be binding on all parties having any interest in the Residential Properties, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

ARTICLE I: DEFINITIONS

1.1. "Areas of Common Responsibility": the Residential Common Area and other areas, if any, which become the responsibility of the Residential Association.

1.2. "Articles": the Articles of Incorporation of Northwest Landing Residential Owners Association, as filed with the Secretary of State of the State of Washington.

1.3. "Base Assessment": assessments levied on all Units subject to assessment under Article X to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 10.1 and 10.2.

1.4. "Board of Directors" or "Board": the body responsible for administering the Residential Association, selected as provided in the By-Laws and serving as the board of directors under Washington corporate law.

1.5. "Builder": any Person purchasing one or more Units to construct improvements thereon for resale to consumers or for further subdivision, development and/or resale in the ordinary course of such Person's business.

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1.6. "By-Laws": the By-Laws of the Residential Association attached as Exhibit "C" and incorporated by reference, as they may be amended.

1.7. "Class "B" Control Period": the period during which the Class "B" Member is entitled to appoint a majority of the Board members under Section 3.2 of the By-Laws.

1.8. "Commercial Declaration": the Declaration of Covenants, Conditions, and Restrictions for Northwest Landing Commercial Property, which has been separately recorded by Declarant in the records of Pierce County, Washington, and given Recording No. 9208240297, which is applicable to the commercial properties within Northwest Landing and provides for the Northwest Landing Commercial Owners Association, as it may be amended.

1.9. "Common Expenses": the actual and estimated expenses incurred, or anticipated to be incurred, by the Residential Association for the general benefit of all Owners, including any reasonable reserve, all as may be found necessary and appropriate by the Board under this Declaration, the By-Laws, and the Articles of the Residential Association.

1.10. "Community-Wide Standards": standards of conduct, maintenance, or other activity generally prevailing throughout the Residential Properties. Such standards may be more specifically determined by the Board and the New Construction Committee.

1.11. "Covenant to Share Costs": the Declaration of Easements and Covenant to Share Costs for Northwest Landing attached as Exhibit "D," and incorporated by reference, as it may be amended, under which the Residential Association is obligated to share certain costs incurred by the Northwest Landing Commercial Owners Association that benefit the Residential Properties, including, but not limited to, expenses associated with the maintenance of the Maintenance Property.

1.12. "Declarant": Weyerhaeuser Real Estate Company, Land Management Division and its: (a) successors by merger or consolidation, (b) successors-in-title, or (c) assignee, provided any such successor-in-title or assignee shall own or acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in the attached Exhibit "A" or Exhibit "B," and provided further, in the instrument of conveyance to any such successor-in-title or in a recorded Supplemental Declaration in the case of an assignment, such successor-in-title or assignee is designated as "Declarant" hereunder by the grantor of such conveyance or assignor, as the case may be, which grantor or assignor shall be the "Declarant" under this Declaration at the time of such conveyance or assignment; provided further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" under this Declaration shall cease, it being understood that as to all of the property described in Exhibit "A" and Exhibit "B" which is now or hereafter subjected to this Declaration, there shall be only one "Declarant" hereunder at any one point in time.

1.13. "Exclusive Common Area": a portion of the Residential Common Area which the Residential Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the exclusive use or primary benefit of Owners in one or more, but less than all, Neighborhoods, as described in Section 2.2.

1.14. "Maintenance Property": those portions of Northwest Landing which are maintained by the Northwest Landing Commercial Owners Association under the Covenant to Share Costs.

1.15. "Master Plan": the land use plan for the development of Northwest Landing as it may be amended from time to time, which includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B," portions of which Declarant may subject to this Declaration as provided

in Article IX. The Master Plan is subject to and is intended to implement the Comprehensive Plan and Zoning Code for the City of DuPont ("Comprehensive Plan") and, until a Master Plan is finalized, the Master Plan shall be the Comprehensive Plan. Inclusion of property on the Master Plan shall not obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar Declarant from submitting such property to the Declaration under Article IX. The Master Plan reflects considerable thought and long-range planning; however, market conditions, technological and cultural changes undoubtedly will require revisions in the Master Plan over the long-term development of the Residential Properties.

1.16. "Member": a Person entitled to membership in the Residential Association.

1.17. "Mortgage": any mortgage, deed of trust, or similar instrument used for the purpose of encumbering Residential Properties as security for the payment or satisfaction of an obligation.

1.18. "Mortgagee": the holder of a Mortgage.

1.19. "Neighborhood": each separately designated residential area within the Residential Properties, whether or not governed by a Neighborhood Association, as more particularly described in Section 3.3. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, and single-family detached housing development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common.

1.20. "Neighborhood Assessments": assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Sections 10.1 and 10.3.

1.21. "Neighborhood Committee": any committee established by the Board for a Neighborhood which has no formal organizational structure or association.

1.22. "Neighborhood Association": any condominium association or other owners association having concurrent jurisdiction over any part of the Residential Properties.

1.23. "Neighborhood Expenses": the actual and estimated expenses incurred or anticipated to be incurred by the Residential Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized by the Board and as more particularly authorized herein or in a Supplemental Declaration applicable to a Neighborhood.

1.24. "Northwest Landing": the master-planned development comprised of all property subjected (now or later) to this Declaration and the Commercial Declaration.

1.25. "Northwest Landing Commercial Owners Association" or "Commercial Association": Northwest Landing Commercial Owners Association, a Washington corporation, formed to serve as the mandatory membership owners association under the Commercial Declaration.

1.26. "Owner": one or more Persons who hold the record title to any Unit, except persons holding an interest merely as security for the performance of an obligation in which case the equitable owner

will be considered the Owner. Unless a recorded contract of sale specifically provides otherwise, the purchaser (rather than the fee owner) will be considered the Owner.

1.27. "Person": a natural person, corporation, partnership, trustee, or any other legal entity.

1.28. "Private Amenities": real property and the improvements and facilities thereon located adjacent to, in the vicinity of, or within the Residential Properties, which are privately owned and operated by Persons other than the Residential Association for recreational and related purposes, on a club membership basis or otherwise, and including, without limitation, a golf course, if any, so located.

1.29. "Residential Association": Northwest Landing Residential Owners Association, its successors or assigns.

1.30. "Residential Common Area": all real and personal property which the Residential Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including easements held by the Residential Association for those purposes. The term shall include the Exclusive Common Area.

1.31. "Residential Properties": the real property described in Exhibit "A" and all additional property subjected to this Declaration under Article IX.

1.32. "Special Assessments": assessments levied under Section 10.5.

1.33. "Specific Assessments": assessments levied under Section 10.6.

1.34. "Supplemental Declaration": an amendment or supplement to this Declaration filed under Article IX which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional covenants, conditions or restrictions on the land described therein. The term shall also refer to an instrument filed by Declarant under Section 3.3(b) designating Voting Groups.

1.35. "Unit": any contiguous portion of the Residential Properties, whether improved or unimproved, other than Residential Common Area, common property of any Neighborhood Association and property dedicated to the public, which may be independently owned, conveyed, developed and used as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon, and shall include, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such.

Prior to recordation of a subdivision or condominium plat, a parcel of vacant land or land on which improvements are under construction shall contain the number of Units designated for residential use for such parcel on the Master Plan, preliminary plat or the site plan approved by Declarant, whichever is more recent. Until a Master Plan, preliminary plat or site plan has been approved, such parcel shall contain the number of Units set by Declarant in conformance with the Comprehensive Plan.

1.36. "Voting Group": the group of Members whose Units are represented by one or more Voting Representatives who vote on a common slate for election of directors to the Board of the Residential Association, as more particularly described in Section 3.3(b).

1.37. "Voting Representative": the representative selected by the Members within each Neighborhood responsible for casting all votes attributable to Units in the Neighborhood on all matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and the By-Laws). The Voting Representative from each Neighborhood shall be the senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Representative shall be the next most senior elected officer as designated by the Neighborhood Committee or Neighborhood Association. The term "Voting Representative" shall include alternate Voting Representatives acting in the absence of the Voting Representative.

ARTICLE II: PROPERTY RIGHTS

2.1. Residential Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Residential Common Area, subject to:

(a) this Declaration, any other applicable covenants, and the terms of any deed conveying such property to the Residential Association;

(b) the right of the Board to adopt rules regulating the use and enjoyment of the Residential Common Area, including rules limiting the number of guests;

(c) the right of the Board to suspend an Owner's right to use recreational facilities within the Residential Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and/or (ii) for a period not exceeding 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the By-Laws, or rules of the Residential Association after notice and a hearing under Section 3.23 of the By-Laws;

(d) the right of the Residential Association to transfer all or any part of the Residential Common Area to governmental entities under Section 4.8;

(e) the right of the Board to impose reasonable membership requirements and charge reasonable membership admission or other fees for the use of any recreational facility within the Residential Common Area;

(f) the right of the Residential Association to mortgage or otherwise create a security interest against any or all of its real or personal property as security for money borrowed or obligations incurred; and

(g) the rights of certain Owners to the exclusive use of those portions of the Residential Common Area designated "Exclusive Common Areas," as described in Section 2.2.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to rules of the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee.

2.2. Exclusive Common Area. Certain portions of the Residential Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of Units within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians

and cul-de-sacs, lakes and other portions of the Residential Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of Units in those Neighborhoods to which the Exclusive Common Area is assigned.

Initially, Exclusive Common Area shall be designated and the exclusive use thereof assigned in the deed conveying the Residential Common Area to the Residential Association or on the plat of survey relating to such Residential Common Area. No such assignment shall preclude Declarant from later unilaterally assigning use of the same Exclusive Common Area to additional Units and/or Neighborhoods, so long as Declarant has a right to subject additional property to this Declaration under Section 9.1. Thereafter, a portion of the Residential Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of Voting Representatives representing a majority of the total Class "A" votes in the Residential Association, including a majority of the Class "A" votes within the affected Neighborhood(s). As long as Declarant owns any property described on Exhibits "A" or "B" for development and/or sale, any such assignment or reassignment shall also require the consent of Declarant.

The Residential Association may, upon approval of a majority of the members of the Neighborhood Committee or board of directors of the Neighborhood Association for the Neighborhood(s) to which certain Exclusive Common Areas are assigned, permit Owners of Units in other Neighborhoods to use all or a portion of such Exclusive Common Areas upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Areas.

2.3. Private Amenities. Access to and use of any Private Amenities is strictly subject to the rules and procedures of the Private Amenities, and no Person shall gain any right to enter or to use those facilities, if any, by virtue of membership in the Residential Association or ownership or occupancy of a Unit.

No representations or warranties, either written or oral, have been or are made by Declarant or any other Person with regard to the nature or size of improvements to, or the continuing ownership or operation of, any Private Amenities.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall have a membership in the Residential Association. No Owner shall have more than one membership per Unit owned. If a Unit is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 3.2 and in the By-Laws. All co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised only by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Residential Association.

3.2. Voting. The Residential Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Each Class "A" Member shall have one equal vote for each Unit in which he or she holds the interest required

for membership under Section 3.1; there shall be only one vote per Unit. Unless otherwise specified in this Declaration or the By-Laws or required by law, the vote for each Unit shall be exercised by the Voting Representative representing the Neighborhood of which the Unit is a part.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Residential Association in writing prior to any meeting. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B." The sole Class "B" Member shall be Declarant. The rights of the Class "B" Member are specified elsewhere in the Articles, Declaration and By-Laws. The Class "B" Member may appoint a majority of the Board members during the Class "B" Control Period, as specified in Section 3.2 of the By-Laws. The Class "B" membership shall terminate and convert to Class "A" membership upon the earlier of:

(i) five years after expiration of the Class "B" Control Period; or

(ii) when, in its discretion, Declarant so determines and declares in a recorded instrument.

3.3. Neighborhoods and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood. The Units within a particular Neighborhood may be subject to additional covenants and the Owners of Units within a particular Neighborhood may also be mandatory members of a Neighborhood Association; however, there shall be no requirement that a Neighborhood Association be created except in the case of a Neighborhood which is developed as a condominium or cooperative or otherwise as required by law. Any Neighborhood which does not have a Neighborhood Association shall have a Neighborhood Committee, as described in Section 5.3 of the By-Laws, to represent the interests of Owners of Units in such Neighborhood.

Each Neighborhood may, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, require the Residential Association to provide a higher level of service or special services for the benefit of Units in such Neighborhood, the costs of which shall be assessed against the benefitted Units as a Neighborhood Assessment under Article X hereof.

The senior elected officer of each Neighborhood Association or Neighborhood Committee shall serve as the Voting Representative for such Neighborhood and shall cast all votes attributable to Units in the Neighborhood on all Residential Association matters requiring a membership vote, unless otherwise specified in this Declaration or the By-Laws or required by law. The Voting Representative may cast such votes as determined in his or her sole discretion and shall not be required to cast all such votes in the same manner. The next most senior elected officer, as designated by the Neighborhood Committee or Neighborhood Association, shall be the alternate Voting Representative and may cast such votes in the absence of the Voting Representative.

The Voting Representative of a Neighborhood may be removed, with or without cause, by a vote of a majority of the Owners of Units in the Neighborhood.

Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to an existing or newly created

Neighborhood by name. Declarant may unilaterally amend this Declaration to redesignate Neighborhood boundaries; provided, two or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Units in the affected Neighborhoods.

The Owner(s) of a majority of the total number of Units within any Neighborhood may at any time petition the Board to divide the property into two or more Neighborhoods by submitting a written petition, a rendering of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units to be included within the proposed Neighborhood(s) and such other information as the Board requires. The Board shall approve or disapprove such petition in writing within 30 days after receipt by the Board of all required documents. The Board may deny an application only upon a determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All expenses incurred in petitioning for the division of a Neighborhood, reviewing such application, and implementing a division of a Neighborhood shall be the responsibility of the Owners requesting such division.

(b) Voting Groups. Declarant shall establish Voting Groups for election of directors to the Board in order to promote representation on the Board for various groups having dissimilar interests. Each Voting Group shall be entitled to elect the number of directors specified in Section 3.6 of the By-Laws.

Voting Groups shall be established not later than, and may be modified until, the date of expiration of the Class "B" Control Period. Declarant shall establish and may modify Voting Groups by filing in the public records of Pierce County, Washington, an addendum to this Declaration designating by map or other description all of the Units within each Voting Group. After the expiration of the Class "B" Control Period, Declarant may unilaterally amend such addendum as additional property is submitted to this Declaration to change the composition of existing Voting Groups or to establish new Voting Groups to account for additional property. Until such time as Voting Groups are established by Declarant, all Units shall be assigned to the same Voting Group.

ARTICLE IV: RIGHTS AND OBLIGATIONS OF THE RESIDENTIAL ASSOCIATION

4.1. Residential Common Area. The Residential Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Residential Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair under the terms and conditions of this Declaration and consistent with the Community-Wide Standards.

4.2. Personal Property and Real Property for Common Use. The Residential Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Residential Association improved or unimproved real estate located within the properties described in Exhibits "A" or "B," personal property and easements and other property interests. Such property shall be accepted and thereafter maintained by the Residential Association at its expense for the benefit of its Members, subject to any restrictions set forth in the conveyance.

4.3. Rules. The Residential Association, through its Board, may make, modify and enforce reasonable rules governing the use of the Residential Properties, consistent with the rights and duties established by this Declaration, as provided in Article XII. Such rules shall bind all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting of the Residential Association by the vote of Voting Representatives representing 67% of the total Class "A" votes and, so long as such membership exists, by the Class "B" Member.

4.4. Enforcement. The Residential Association may impose sanctions for violations of this Declaration, the By-Laws, or rules, including, without limitation, reasonable monetary fines, suspension of voting rights and the right to use any recreational facilities within the Residential Common Area. In addition, under Section 3.23 of the By-Laws, the Residential Association may exercise self-help remedies to cure violations and may suspend any services it provides to the Unit of any Owner 30 days or more delinquent in paying any assessment or other charge due to the Residential Association. The Board may seek relief in any court for violations or to abate nuisances. Board actions to impose or seek sanctions shall be governed by the By-Laws.

4.5. Implied Rights. The Residential Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege.

4.6. Governmental Interests. Declarant may designate sites it owns within the Residential Properties for fire, police, water, and sewer facilities, public schools and parks, and other public facilities. Development of such sites shall be subject to the architectural standards under Article XI; however, neither the Residential Association, the architectural committees, nor the Owners may object to the use of such sites for the designated public purposes.

4.7. Indemnification. The Residential Association, to the fullest extent allowed by law, shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, except for their own individual misfeasance, malfeasance, misconduct, or bad faith and shall have no personal liability to third parties with respect to any contract or action taken by them in good faith on behalf of the Residential Association. The Residential Association shall indemnify and hold each such officer, director and committee member harmless against all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Residential Association shall, as a Common Expense, maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

4.8. Dedication of Residential Common Area. The Residential Association, by Board resolution, may dedicate or grant easements over portions of the Residential Common Area to any local, state, or federal government entity without a vote under Article VIII when such conveyance is consistent with the Master Plan, subject to compliance with Section 14.2, if applicable.

4.9. Security. **Neither the Residential Association, Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Residential Properties. Neither the Residential Association, Declarant, nor any successor Declarant shall be held liable for any loss or damage for failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Unit, and all tenants, guests, and invitees of any Owner, acknowledge that the Residential Association, and its Board, Declarant, any successor Declarant, and New Construction and Modifications Committees do not represent or warrant that any fire protection system, burglar alarm system, or other security system designated by or installed according to guidelines**

established by Declarant or the New Construction or Modifications Committees may not be compromised or circumvented; nor that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise; nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. All Owners and occupants of any Unit, and all tenants, guests, and invitees of any Owner, acknowledge and understand that the Residential Association, its Board, committees, Declarant, or any successor Declarant are not insurers. All Owners and occupants of any Unit and all tenants, guests, and invitees of any Owner assume all risks for loss or damage to persons, to Units, and to the contents of Units and further acknowledge that the Residential Association, its Board, committees, Declarant, or any successor Declarant have made no representations or warranties, nor has any Owner, occupant, or any tenant, guest, or invitee of any Owner relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Residential Properties.

4.10. Powers of the Residential Association Relating to Neighborhoods. Since a Neighborhood Committee is a committee of the Residential Association, the Board shall have all of the power and control over any Neighborhood Committee that it has under applicable law over other committees of the Residential Association.

The Residential Association may veto any action taken or contemplated by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Residential Association or its Members or inconsistent with the Community-Wide Standards. The Residential Association also may require specific action to be taken by any Neighborhood Association to fulfill its obligations and responsibilities under this Declaration or any other applicable covenants. For example, the Residential Association may require specific maintenance or repairs or aesthetic changes to be done by the Neighborhood Association, and that a proposed budget include the cost of such work. If the Neighborhood Association fails to comply with such requirements within a reasonable time as specified in writing by the Residential Association, the Residential Association may effect such action on behalf of the Neighborhood Association and assess the Units in such Neighborhood for their pro rata share of any expenses incurred by the Residential Association in taking such action. Such assessments may be collected as a Specific Assessment under Article X.

4.11. Utility Lines. Each Owner, occupant, guest, and invitee acknowledges that neither the Residential Association, the Board nor Declarant shall in any way be considered insurers or guarantors of health within the Residential Properties and neither the Residential Association, the Board, nor Declarant shall be held liable for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Residential Properties. Each Owner, occupant, guest, and invitee assumes all risk of personal injury, illness, or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that neither Declarant nor the Residential Association have made any representations or warranties, nor has any Owner, occupant, guest, or invitee relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

4.12. Relationship to Northwest Landing Commercial Owners Association. The Residential Association is the "Residential Association" referenced in the Commercial Declaration and shall perform the obligations of the "Residential Association" in the Covenant to Share Costs.

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4.13. Municipal Services. In addition to any obligations it may have under the Covenant to Share Costs, the Residential Association may, but is not obligated by this Declaration to, contribute funds to the City of DuPont for the purpose of increasing the city's capacity to provide municipal services, such as, but not limited to, maintenance of roads, storm sewers, sidewalks, lighting, trials and roadside landscaping, police and fire protection services, within Northwest Landing.

ARTICLE V: MAINTENANCE

5.1. Residential Association's Responsibility. The Residential Association shall maintain and keep in good repair the Areas of Common Responsibility, which shall include, but need not be limited to:

(a) all Residential Common Area;

(b) any additional property specified by this Declaration, any Supplemental Declaration, the Covenant to Share Costs, or any contract or agreement for maintenance thereof entered into by the Residential Association to be included within the Areas of Common Responsibility, including such landscaping and other flora, parks, lakes, structures, improvements, streets and bike/pedestrian pathways/trails;

(c) all ponds, streams and wetlands within the Residential Properties which serve as part of the drainage and storm water retention system for the Residential Properties, including any retaining walls, bulkheads or dams retaining water in them, and any fountains, lighting, pumps, conduits, and similar equipment installed in or used in connection with them; and

(d) any property and facilities owned by Declarant made available on a temporary or permanent basis for the primary use and enjoyment of the Residential Association and its Members and identified by written notice from Declarant to the Residential Association until Declarant revokes such privilege of use and enjoyment by written notice to the Residential Association.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means without prior written approval of Declarant so long as Declarant owns any property subject to the Declaration or which may be subjected to this Declaration by Declarant under Section 9.1.

The Residential Association shall be relieved of its responsibilities under this Section to the extent they are assumed by the City of DuPont or any other local, state or federal government entity, except that the Residential Association may provide any additional maintenance for the Area of Common Responsibility if the Board determines that such additional maintenance is necessary or desirable to maintain the Community-Wide Standards. The Residential Association may also maintain other property which it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standards.

The Residential Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with a Neighborhood Association or because, in the Board's opinion, the level and quality of service then being provided is not consistent with the Community-Wide Standards. All costs of such maintenance shall be assessed as a Neighborhood Assessment against the Units within such Neighborhood. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Except as otherwise specifically provided, all costs for maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense allocated among all Units as part of the Base Assessment without prejudice to the Residential Association's right to seek reimbursement from Persons responsible for such work. All costs for maintenance, repair and replacement of Exclusive Common Areas maintained by the Residential Association shall be a Neighborhood Expense assessed as a Neighborhood Assessment against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Unit, including, without limitation, all structures, landscaping, parking areas, and other improvements comprising the Unit consistent with the Community-Wide Standards and all applicable covenants, unless such maintenance responsibility is assumed by or assigned to the Residential Association or a Neighborhood Association. In addition to any other enforcement rights, if any Owner fails properly to maintain his or her Unit, the Residential Association may perform such maintenance and assess the costs against the Unit and the Owner under Article X; provided, the Residential Association shall give the Owner reasonable notice and an opportunity to perform such maintenance, unless the Board determines that maintenance is needed on an emergency basis.

5.3. Neighborhood's Responsibility. On Board resolution, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, for example, the costs of maintenance of any signs, entry features, right-of-way and open space between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Residential Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same. As an alternative, the Board may resolve that such maintenance shall be performed by the applicable Neighborhood Association.

All maintenance required of a Neighborhood Association under this Declaration or any additional covenants or agreements shall be performed consistent with the Community-Wide Standards. If any Neighborhood Association fails to perform such maintenance, the Residential Association may perform it and assess the costs against all Units within the Neighborhood under Article X.

5.4. Standard of Performance. Unless otherwise specifically provided in this Declaration or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed consistent with the Community-Wide Standards and all applicable covenants. Neither the Residential Association, Declarant, any Owner or any Neighborhood Association shall be liable for any damage or injury occurring on or arising out of the condition of property maintained by the Residential Association.

5.5. Party Walls, Fences, and Driveways. Each wall, fence or driveway built as a part of the original construction on the Units which serves or separates any two adjoining Units and is not the common property of any Neighborhood Association shall constitute a party wall, party fence, or party driveway. To the extent consistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of party walls, fences and driveways shall be shared equally by the Owners using them. To the extent damage to a party wall, fence or driveway from fire or other casualty is not repaired out of the proceeds of insurance, any Owner who has used the wall, fence or driveway may restore it. If other Owners thereafter use the wall, fence or driveway, they shall contribute to the

restoration cost in equal shares without prejudice to any Owner's right to larger contributions from other users under any rule of law. Any Owner's right to contribution from another Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE VI: INSURANCE AND CASUALTY LOSSES

6.1. Residential Association Insurance. The Residential Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Residential Common Area and other portions of the Area of Common Responsibility for which it has assumed responsibility for maintenance, repair and/or replacement. If blanket "all-risk" coverage is not generally available at reasonable cost, fire and extended coverage insurance, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of the policy shall be sufficient to cover the full replacement cost of insured structures.

In addition, the Residential Association may, on request of a Neighborhood Association, and shall, if so specified in a Supplemental Declaration applicable to the Neighborhood, obtain blanket "all-risk" property insurance, if reasonably available, for insurable improvements maintained by such Neighborhood Association. If "all-risk" coverage is not generally available at reasonable cost, fire and extended coverage insurance may be obtained in such form as the Board deems appropriate. The face amount of the policy shall be sufficient to cover the full replacement cost of all insured structures. The costs thereof shall be charged to the Owners of Units within the Neighborhood as a Neighborhood Assessment.

The Board also shall obtain a public liability policy covering the Area of Common Responsibility, insuring the Residential Association and its Members for all damage or injury caused by the negligence of the Residential Association, any of its Members, its employees, agents, or contractors acting on its behalf. If generally available at reasonable cost, the public liability policy shall have at least a $5,000,000.00 combined single limit per occurrence and in the aggregate. The Residential Association shall also obtain, if reasonably available, an umbrella policy providing at least $5,000,000.00 in additional coverage bringing total liability coverage to at least $10,000,000.00.

Except as provided above for property maintained by a Neighborhood Association, premiums for all insurance shall be Common Expenses included in the Base Assessment. The policies may contain reasonable deductibles which shall be disregarded in determining whether the insurance meets the coverage requirements. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance. However, if the Board reasonably determines, after notice and an opportunity to be heard under the By-Laws, that the loss resulted from negligence or willful misconduct of one or more Owners, then the Board may assess the full amount of such deductible against such Owner(s) and their Units under Section 10.6.

All insurance coverage obtained by the Board on behalf of the Residential Association or a Neighborhood Association shall:

(a) Be written with a company authorized to do business in Washington which holds a B or better general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc. or in the alternative, the highest rating generally available;

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(b) Be written in the name of the Residential Association as trustee for the benefitted parties (policies on the Residential Common Area shall be for the benefit of the Residential Association and its Members; policies secured on behalf of a Neighborhood Association shall be for the benefit of the Neighborhood Association and the Owners of Units within the Neighborhood);

(c) Vest in the Board exclusive authority to adjust losses; provided that a Mortgagee having an interest in such losses may participate in any settlement negotiations;

(d) Provide that it will not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;

(e) If for property insurance, have inflation guard endorsements, if reasonably available;

(f) If containing a co-insurance clause, have an agreed amount endorsement, if reasonably available; and

(g) Provide for a certificate of insurance to be furnished to the Residential Association and to the Neighborhood Association, if any. A copy of such certificate shall be provided by the Residential Association to any Member upon request.

The Residential Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Pierce County, Washington area.

The Board shall use reasonable efforts to secure insurance policies that provide endorsements:

(aa) waiving subrogation as to any claims against the Residential Association's Board, officers, employees, and manager, the Owners and occupants of Units and their respective tenants, servants, agents, and guests;

(bb) waiving any rights of the insurer to repair and reconstruct instead of paying cash;

(cc) providing that the policy may not be cancelled, invalidated, suspended, or subjected to non-renewal on account of any one or more individual Owners;

(dd) providing that the policy may not be cancelled, invalidated, suspended, or subjected to non-renewal on account of any curable defect or violation without prior written demand to the Residential Association to cure the defect or violation and allowance of a reasonable time to cure;

(ee) excluding individual Owners' policies from consideration under any "other insurance" clause; and

(ff) providing that the Residential Association will be given at least 30 days prior written notice of any cancellation, substantial modification, or non-renewal.

The Residential Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Residential Association funds. The amount of fidelity coverage shall be determined by the Board but, if reasonably available, may not

be less than one-fourth of the annual Base Assessments on all Units plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days prior written notice to the Residential Association of any cancellation, substantial modification or non-renewal.

The Board shall also obtain directors and officers liability insurance coverage in the amount of at least $5,000,000.00, if reasonably available, insuring the Residential Association and its officers, directors and committee members (former, present and future) from liability for any actions or decisions for which the Residential Association would have the duty to indemnify them under Section 4.7.

The Board shall also obtain, as a Common Expense, worker's compensation and employer's liability insurance if and to the extent required by law, and such other insurance as it deems necessary or advisable, including flood insurance.

6.2. Owners' Insurance. By taking title to a Unit subject to this Declaration, each Owner acknowledges that the Residential Association has no obligation to provide any insurance for any portion of Units other than as set forth above and covenants and agrees with all other Owners and with the Residential Association to carry blanket "all-risk" property insurance on its Unit and structures constructed thereon and a liability policy covering damage or injury occurring on the Unit. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. These policies shall be in effect at all times, unless either the applicable Neighborhood Association or the Residential Association carries insurance on such Unit.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on his or her Unit, the Owner shall promptly repair or reconstruct the damaged structure in a manner consistent with the original construction or other plans and specifications approved under Article XI. Alternatively, the Owner may clear the Unit of all debris and ruins and thereafter maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standards.

Additional covenants for any Neighborhood may establish more stringent standards for repairing or reconstructing structures and for clearing and maintaining the Units if the structures are not rebuilt or reconstructed within the Neighborhood.

6.3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Residential Properties covered by insurance written in the name of the Residential Association, the Board or its agent shall file all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the condition existing prior to the damage, with any changes needed to comply with applicable building codes.

(b) Any damage to the Residential Common Area shall be repaired or reconstructed unless the Voting Representatives representing at least 75% of the total Class "A" votes in the Residential Association,

and the Class "B" Member, if any, decide within 60 days after the loss either (i) not to repair or reconstruct or (ii) to construct alternative improvements.

Any damage to the common property of any Neighborhood Association shall be repaired or reconstructed unless the Owners holding at least 75% of the total vote of the Neighborhood Association decide within 60 days after the damage or destruction not to repair or reconstruct.

If either the insurance proceeds or reliable, detailed estimates of the cost of repair or reconstruction are not available to the Residential Association within the 60 day period, then the period may be extended for not more than 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Residential Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) If it is determined that the damage to the Residential Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements on the affected portion of the Residential Properties are authorized, the affected area shall be cleared of all debris and ruins and thereafter maintained by the Residential Association or the Neighborhood Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standards.

6.4. Disbursement of Proceeds. Any insurance proceeds remaining after paying for repair or reconstruction or, if no repair or reconstruction is made, after such settlement as is necessary and appropriate with the affected Owner and their Mortgagees as their interests may appear, shall be retained by the Residential Association or the Neighborhood Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

6.5. Repair and Reconstruction. If the insurance proceeds are insufficient to pay for repairing or reconstructing the damage to the Residential Common Area or to the common property of a Neighborhood Association, the Board may, during and following the completion of any repair or reconstruction and without Voting Representative or membership approval, levy Special Assessments to pay for such repair or reconstruction against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1.

ARTICLE VII: NO PARTITION

Except as permitted in this Declaration or amendments to this Declaration, the Residential Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition of the whole or any part thereof without the written consent of all Owners and Mortgagees.

ARTICLE VIII: CONDEMNATION

Whenever any part of the Residential Common Area shall be taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Residential Common Area under threat of condemnation only if approved in writing by Voting Representatives representing at least 67% of the total Class "A" votes in the Residential Association and Declarant, as long as Declarant owns any property described on Exhibits "A" or "B."

The award made for such taking or conveyance shall be payable to the Residential Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Residential Common Area on which improvements have been constructed, the Residential Association shall restore or replace such improvements on the remaining land included in the Residential Common Area to the extent practicable, unless within 60 days after such taking Declarant, so long as Declarant owns any property described in Exhibits "A" or "B," and Voting Representatives representing at least 67% of the total Class "A" vote of the Residential Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.4 regarding the disbursement of funds shall apply to disbursement of awards.

ARTICLE IX: SUBMISSION AND WITHDRAWAL OF PROPERTY

9.1. Submission Without Approval of Membership. At any time until December 31, 2042, Declarant may unilaterally subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B." Declarant also may unilaterally assign the right, privilege, and option to submit property to this Declaration which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such assignment is memorialized in a written, recorded instrument executed by Declarant.

Such submissions shall be accomplished by and effective upon filing a Supplemental Declaration submitting such property in the public records of Pierce County, Washington. Such Supplemental Declarations do not require consent of the Voting Representatives, but require the consent of the owner of such property, if not Declarant.

9.2. Submission With Approval of Membership. The Residential Association may submit real property other than that described on Exhibit "B," and, after December 31, 2042, any property described on Exhibit "B," to the provisions of this Declaration with the consent of the owners of such property and the affirmative vote of Voting Representatives representing at least 67% of the Class "A" votes of the Residential Association represented at a meeting duly called for such purpose and the consent of Declarant, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

Submission shall be accomplished by and effective upon filing a Supplemental Declaration describing the property being submitted in the public records of Pierce County, Washington signed by the President and the Secretary of the Residential Association, and by the owner of the property being submitted.

9.3. Withdrawal of Erroneously Included Property. Declarant reserves the right to amend this Declaration unilaterally at any time until December 31, 2042, without prior notice or the consent of any Person, for the purpose of removing portions of the Residential Properties owned by Declarant or its affiliates from the provisions of this Declaration to the extent originally included in error.

9.4. Conversion to Commercial Use. Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the community under this Article, without prior notice or consent of any Person other than the Owner of the affected property, to withdraw property from the provisions of this Declaration and simultaneously submit such property to the provisions of the Commercial Declaration. Such withdrawal shall be accomplished by and effective upon filing, in the public

records of Pierce County, Washington, a Supplemental Declaration to both this Declaration and the Commercial Declaration describing the property being converted to commercial use.

9.5. Additional Covenants and Easements. Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Residential Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Residential Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration, filed either concurrent with or after the submission of the subject property, and shall require the written consent of the owners of such property if not Declarant.

9.6. Amendment. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any property described in Exhibits "A" or "B."

ARTICLE X: ASSESSMENTS

10.1. Creation of Assessments. There are hereby created four types of assessments for Residential Association expenses: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 10.5; and (d) Specific Assessments as described in Section 10.6.

The Residential Association is subject to assessment by the Commercial Association under the Covenant to Share Costs for the Residential Association's share of the expenses incurred by the Commercial Association in maintaining and insuring Maintenance Property, as defined in the Covenant to Share Costs. The total of all assessments levied by the Commercial Association shall be included within the annual Base Assessment and collected by the Residential Association for payment to the Commercial Association.

Each Owner, by acceptance of a deed or recording a contract of sale for any portion of the Residential Properties, is deemed to covenant and agree to pay these assessments as levied from time to time by the Residential Association.

All assessments, together with interest at a rate set by the Board (not to exceed 18% or the highest rate allowed by Washington law, if less) from the date of delinquency, late charges, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 10.7. Each such assessment, with interest, late charges, costs of collection, including reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. If title to a Unit is transferred, the grantee shall be jointly and severally liable for assessments and charges due at the time of conveyance, except that a first Mortgagee who obtains title to a Unit by exercising rights under the Mortgage shall not be liable for previously accrued assessments and related charges.

The Residential Association shall, on request, furnish to any Owner a written certificate setting forth whether assessments have been paid for any particular Unit, on advance payment of a reasonable processing fee as set by the Board.

Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment of assessments in installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or charges levied on the Unit, the Board may require all unpaid assessment installments to be paid immediately.

No Owner may exempt himself or herself from liability for assessments by non-use of Residential Common Area, abandonment of the Unit or any other means. The obligation to pay assessments is a separate and independent covenant of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed for any alleged failure of the Residential Association to take any action required of it or for inconvenience or discomfort arising from repairs or improvements or other actions taken by it.

During the Class "B" Control Period, Declarant may elect annually to pay the Residential Association either (a) regular assessments on all of its unsold Units, notwithstanding the commencement date under Section 10.8, or (b) the difference between the amount of assessments against all other Units and the necessary expenditures of the Residential Association during the fiscal year. Unless Declarant otherwise notifies the Board at least 60 days before the beginning of a fiscal year, Declarant shall continue paying on the same basis as the preceding fiscal year. Declarant's obligations hereunder may be satisfied in cash, by "in kind" contributions of services or materials, or by a combination of these.

The Residential Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services and materials with Declarant or others for payment of Common Expenses.

10.2. Computation of Base Assessment. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget for the estimated Common Expenses of the Residential Association during the coming year, including capital contributions in accordance with reserve fund budgets prepared under Section 10.4, but not including expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Representatives representing a majority of the total Class "A" vote of the Residential Association.

The Base Assessment shall be levied equally against all Units and shall be set in aggregate amounts reasonably expected to produce income equaling the total budgeted Common Expenses. In determining assessments, the Board may consider other sources of funds available to the Residential Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 10.8 on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but is not obligated to, reduce the Base Assessments by paying a subsidy (in addition to any amounts paid by it under Section 10.1), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. Payment of any subsidy shall not obligate Declarant to continue subsidies in the future.

The Board shall send to each Owner a copy of the budget and notice of the amount of the Base Assessment against such Owner's Unit at least 30 days before the beginning of the fiscal year. The budget and assessment shall be effective unless disapproved at a meeting by a vote of Voting Representatives representing at least 67% of the total Class "A" votes in the Residential Association and by the Class "B" Member, if any.

There shall be no obligation to call a meeting to consider the budget unless a petition of the Voting Representatives, as provided for special meetings in the By-Laws, is presented to the Board within ten days after delivery of the notice of assessments.

If a budget is disapproved or the Board fails to determine the budget for any year, until a budget is determined, the budget for the preceding year shall continue.

10.3. Computation of Neighborhood Assessments. At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget for estimated Neighborhood Expenses to be incurred by the Residential Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board may set such budget only to the extent that (a) this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess costs as a Neighborhood Assessment, or (b) the Residential Association expects to incur expenses to provide additional services for a Neighborhood at the request of a majority vote of its Class "A" Members and the Class B" Member, if any. Such budget shall include capital contributions to a reserve fund for repair and replacement of any capital items maintained as a Neighborhood Expense. Neighborhood Expenses shall be levied as a Neighborhood Assessment against all Units within the Neighborhood benefitted thereby and shall be allocated equally among those Units. If specified in the Supplemental Declaration applicable to such Neighborhood or if directed by the Neighborhood in writing to the Board, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Units in proportion to the benefit received.

The Board shall send to each Owner in the Neighborhood a copy of such budget and notice of the amount of the Neighborhood Assessment against such Owner's Unit at least 30 days before the beginning of the fiscal year. The budget and assessment shall be effective unless disapproved by a majority vote of the Owners of Units in the applicable Neighborhood. There shall be no obligation to call a meeting to consider the budget except on petition of Owners of at least ten percent of the Units in such Neighborhood. This right to disapprove the Neighborhood budget shall apply only to line items attributable to services requested by the Neighborhood, and such services shall not be provided if the proposed costs are disapproved.

If the Board fails to determine the budget for any year, until a budget is determined, the budget for the immediately preceding year shall continue.

10.4. Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in Base Assessments and Neighborhood Assessments capital contributions in amounts sufficient to meet these projected needs.

10.5. Special Assessments. In addition to other authorized assessments, the Residential Association may levy Special Assessments from time to time to cover expenses greater or different than those budgeted. Special Assessments may be levied against the entire membership, if for Common Expenses, or against the Units within any Neighborhood, if for Neighborhood Expenses. Except as otherwise specifically provided in this Declaration, Special Assessments must be approved by the affirmative vote or written consent of Voting Representatives (if a Common Expense) or Owners (if a Neighborhood Expense) representing at least a majority of the total votes allocated to applicable Units, and consent of the Class "B" Member, if any. Special Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment in installments extending beyond the fiscal year in which the Special Assessment is approved.

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10.6. Specific Assessments. The Board may specifically assess against particular Units expenses incurred by the Residential Association to provide special benefits, items, or services (a) on request of the Owner of a Unit; (b) made necessary by the conduct of the Owner or its licensees, invitees, or guests; or (c) necessary to bring the Unit, or the Neighborhood in which it is located, into compliance with this Declaration, the Articles, the By-Laws, or Residential Association rules. Such Specific Assessments may be levied by the Board after notice to the applicable Owners and an opportunity for a hearing.

10.7. Lien for Assessments. The Residential Association shall have a lien against each Unit to secure payment of delinquent assessments, interest, late charges, and costs of collection (including attorneys fees). Such lien shall be prior and superior to all other liens, except: (a) the liens for taxes and governmental assessments which by law are superior, and (b) the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as a Mortgage.

The Residential Association may bid for a Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. When a Unit is owned by the Residential Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Residential Association. The Residential Association may sue to recover a money judgment for unpaid assessments and related charges, including attorney's fees, without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to foreclosure of the Mortgage, it shall not be liable for the share of the assessments which became due prior to such acquisition of title. Such unpaid share of assessments shall be deemed to be Common Expenses collectible from Owners of all Units including such acquirer.

10.8. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit, after the Board first determines a budget and levies assessments, upon the earlier of: (a) six months after the date of conveyance of any Unit by Declarant to a Builder, or (b) the date of conveyance of any Unit by Declarant to any Person other than a Builder. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

10.9. Failure to Assess. Failure of the Board to fix the assessment amounts or rates or to deliver assessment notices shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as for the prior year until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively.

10.10. Capitalization of Residential Association. Upon acquisition of record title to a Unit by the first Owner other than a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Residential Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Unit and shall not be considered an advance payment thereof. This amount shall be collected at the closing of the Unit and disbursed to the Residential Association for use in covering operating and other expenses incurred by the Residential Association under the terms of this Declaration and the By-Laws.

10.11. Exempt Property. The following property is exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) all Residential Common Area;

(b) all property dedicated to and accepted by any governmental authority including without limitation public schools, public streets, and public parks; and

(c) property owned by any Neighborhood Association for the common use and enjoyment of its members.

ARTICLE XI: ARCHITECTURAL STANDARDS

11.1. General. No improvements (including staking, clearing, excavation, grading and other site work), exterior alteration of existing improvements (including painting), placement or posting of any object or thing on the exterior of any Unit or the Residential Common Area (e.g., fences, signs, antennas, clotheslines, playground equipment, lighting, storm or screen doors and windows, temporary structures, artificial vegetation, exterior sculptures, and fountains), or planting or removal of plants, trees, or shrubs shall take place except in compliance with this Article and with the approval of the appropriate committee under Section 11.2.

An Owner may remodel or redecorate the interior of buildings in any manner desired, repaint the exterior of structures in accordance with the originally approved color scheme, or rebuild structures in accordance with originally approved plans and specifications without approval under this Article; however, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the Unit and modifications to enclose garages as living space shall require approval under this Article. Any request to enclose a garage must include plans for a replacement garage on the Unit. If approval of a garage enclosure is granted by the appropriate committee, such approval may be conditional on the construction of a replacement garage.

Upon completion of any construction, improvement or alteration to a Unit made in compliance with this Article and the Residential Design Guidelines (as defined herein), an Owner may request and the Residential Association shall provide a written certificate in recordable form stating that such construction, improvement or alteration was completed in compliance with this Article and the Residential Design Guidelines. The Owner may, at his or her option, record such certificate in the public records of Pierce County, Washington.

All dwellings constructed on any Unit shall be designed by and built in accordance with the plans and specifications of a building designer or licensed architect. All dwellings shall be constructed of new construction materials on-site, unless otherwise approved by the appropriate committee under Section 11.2, and shall be constructed in compliance with the City of DuPont's building codes.

This Article shall not apply to (a) activities of Declarant, or (b) improvements or modifications to the Area of Common Responsibility by or on behalf of the Residential Association.

This Article may not be amended without Declarant's written consent so long as Declarant owns any land subject to this Declaration or which it may unilaterally submit to this Declaration.

11.2. Architectural Review. Administration of the Residential Design Guidelines and review of applications for construction and modifications under this Article shall be handled by two committees described below. Committee members need not be Owners or representatives of Owners and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established by the Board. The Board may establish reasonable fees for review of applications and require them to be paid prior to review.

(a) New Construction Committee. The New Construction Committee shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction on any Unit. Until all Units have been developed and conveyed to Owners other than Builders in the normal course of development and sale, Declarant may appoint all members of the New Construction Committee who shall serve at its discretion. There shall be no surrender of this right prior to that time except by a recorded instrument executed by Declarant. Upon expiration of such right, the Board shall appoint the members of the New Construction Committee, who shall serve at its discretion.

(b) Modifications Committee. The Board may establish a Modifications Committee consisting of at least three and no more than five persons, appointed by and serving at the Board's discretion. Members of the Modifications Committee may include architects or similar professionals who are not Owners. The Modifications Committee, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units and any appurtenant open space; provided that it may delegate its authority as to a particular Neighborhood to the appropriate board or committee of the Neighborhood if it finds the board or committee prepared to assume such role. Any delegation may be revoked and jurisdiction reassumed at any time. Notwithstanding the above, the New Construction Committee may veto any action of the Modifications Committee, or a Neighborhood acting in that role, which the New Construction Committee finds inconsistent with the Residential Design Guidelines.

11.3. Guidelines and Procedures.

(a) Declarant shall prepare initial design, development and construction guidelines and application and review procedures (the "Residential Design Guidelines"), which may contain general provisions applicable to all of the Residential Properties and specific provisions which vary from one portion of the Residential Properties to another depending upon the location, characteristics, and intended use thereof.

The New Construction Committee, acting on behalf of the Board, shall adopt such Residential Design Guidelines at its initial meeting and, thereafter, shall have sole and full authority to amend them without consent of the Owners. Any amendments shall not apply to construction and modifications when a complete application for approval has been submitted before the adoption and shall not require modifications to or removal of any previously approved construction or modification.

The New Construction Committee shall make the Residential Design Guidelines available to Owners, Builders and others who seek to engage in development of or construction on any portion of the Residential Properties and all such Persons shall conduct their activities in accordance with such Residential Design Guidelines.

The Modifications Committee may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Residential Design Guidelines and which shall be subject to approval by the New Construction Committee.

(b) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications shall be submitted to the appropriate committee for review and approval. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, and other factors, as well as the Residential Design Guidelines.

If the applicable committee fails to approve or to disapprove any application within 50 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or implied, shall be inconsistent with the Residential Design Guidelines unless a variance has been granted in writing by the New Construction Committee under Section 11.5.

11.4. No Waiver of Future Approvals. The approval of any proposals, plans, specifications, drawings or other matters in any one instance shall not be deemed a waiver of any right to withhold subsequent approval of any similar proposals, plans, specifications, drawings, or matters.

11.5. Variances. The New Construction Committee may authorize variances in writing from its guidelines and procedures, but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations require, and (c) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain, or the terms of, any governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance.

11.6. Limitation of Liability. Neither the New Construction Committee nor the Modifications Committee shall be responsible for the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Residential Association, the Board, any committee, or member of any of them shall be liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications.

11.7. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed nonconforming. On written request from the Board or Declarant, Owners shall, at their own expense, cure such nonconformance to the satisfaction of the requester or restore the land to substantially the same condition as existed prior to the nonconforming work. If an Owner fails to so cure or restore, the Board, Declarant or their designees may do so at the Owner's expense and assess the cost against the benefitted Unit as a Specific Assessment under Section 10.6.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with this Article may be excluded by the Board from the Residential Properties, subject to the notice and hearing procedures in the By-Laws. In such event, neither the Residential Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition, the Board may, on behalf of the Residential Association, pursue all legal and equitable remedies available to enforce this Article and the decisions of the New Construction Committee and Modifications Committee.

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ARTICLE XII: USE GUIDELINES AND RESTRICTIONS

12.1. Plan of Development; Applicability; Effect. Declarant has created Northwest Landing as a master planned community that includes residential and commercial properties. The Residential Properties are subject to land development, architectural, and design guidelines as set forth in Article XI. The Residential Properties are subject to guidelines and restrictions governing land use, individual conduct, and uses of or actions upon the Residential Properties as provided in this Article XII. Guidelines dealing with architecture and design are set forth in Article XI. This Declaration and resolutions the Board or the Voting Representatives may adopt establish affirmative and negative covenants, easements, and restrictions (the "Use Guidelines and Restrictions").

All provisions of the Declaration and of any rules shall also apply to all occupants, tenants, guests and invitees of any Unit. The Owner shall cause all occupants of his or her Unit to comply with these provisions. Every Owner shall be responsible for all violations and losses to the Residential Common Area caused by such occupants, although the occupants also are fully liable and may be sanctioned for such violations and losses. Any lease on any Unit shall provide that the lessee and all occupants of the leased Unit shall be bound by the terms of this Declaration, the By-Laws, and the rules of the Association.

Declarant has promulgated Northwest Landing's general plan of development in order to protect all Owners' quality of life and collective interests, the aesthetics and environment within the Residential Properties, and the vitality of and sense of community within Northwest Landing all subject to the Board's and the Voting Representatives' ability to respond to changes in circumstances, conditions, needs, and desires within the master planned community.

Declarant has prepared initial Use Guidelines and Restrictions which contain general provisions applicable to all of the Residential Properties, as well as specific provisions which may vary within the Residential Properties depending upon the location, characteristics, and intended use. Such Use Guidelines and Restrictions are set forth in Section 12.6. Based upon these Use Guidelines and Restrictions, the Board shall adopt the initial rules at its initial organizational meeting.

12.2. Board Power. Subject to the terms of this Article XII and to its duty of care and undivided loyalty to the Association and its Members, the Board shall implement and manage the Use Guidelines and Restrictions through rules which adopt, modify, cancel, limit, create exceptions to, or expand the Use Guidelines and Restrictions. Prior to any such action, the Board shall conspicuously publish notice of the proposal at least five business days prior to the Board meeting. Voting Representatives shall have a reasonable opportunity to be heard at a Board meeting prior to action being taken.

The Board shall send a copy of any proposed new rule or amendment to each Owner at least 30 days prior to its effective date. The rule shall become effective unless disapproved at a meeting by Voting Representatives representing at least 67% of the total Class "A" votes and by the Class "B" Member, if any. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon petition of the Voting Representatives as required for special meetings in Section 2.4 of the By-Laws.

The Board shall have all powers necessary and proper subject to its exercise of sound business judgment and reasonableness to effect the duties contained in this Section 12.2.

The Board shall provide, without cost, a copy of the Use Guidelines and Restrictions, including the Initial Use Guidelines and Restrictions in Section 12.6, and rules then in effect to any requesting Member or Mortgagee.

12.3. Members' Power. The Members, at a meeting duly called for such purpose as provided in Article II of the By-Laws, may adopt, repeal, modify, limit, and expand Use Guidelines and Restrictions and implement rules by a vote of 67% of the total Class "A" votes and the approval of the Class "B" Member, if any.

12.4. Owners' Acknowledgment. All Owners are subject to the Use Guidelines and Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Voting Representatives may add, delete, modify, create exceptions to, or amend the Use Guidelines and Restrictions in accordance with Sections 12.2, 12.3, and 18.2.

Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Guidelines and Restrictions and rules may change from time to time.

12.5. Rights of Owners. Except as may be contained in Section 12.6, neither the Board nor the Association may adopt any rule in violation of the following provisions:

(a) Equal Treatment. Similarly situated owners and residents shall be treated similarly.

(b) Speech. The rights of Owners and occupants to display on their Unit political signs and symbols of the kinds normally displayed in or outside of residences located in residential neighborhoods in individually owned property shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(c) Religious and Holiday Displays. The rights of Owners to display on their Unit religious and holiday signs, symbols, and decorations of the kinds normally displayed in or outside of residences located in residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(d) Household Composition. The Association or Board shall make no rule that interferes with the freedom of occupants to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit, to the extent not prohibited by law, and consistent with its fair share use of the Residential Common Area, including parking.

(e) Activities Within Unit. Neither the Association nor the Board shall make any rule that interferes with the activities of the residents carried on within the confines of their Unit, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that impose monetary costs on the Association or other Owners, that create a danger to the health or safety of other occupants, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that create an unreasonable source of annoyance.

(f) Pets. Unless the keeping of pets is prohibited at the time of the sale of the first Unit in any phase by rule, Use Guidelines and Restrictions or Supplemental Declaration, no rule prohibiting the keeping of ordinary household pets shall be adopted thereafter over the objection of any Owner expressed in writing to the Association. Notwithstanding the above, the Association or Board may adopt reasonable regulations designed to minimize damage and disturbance to other Owners and occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of the Unit and fair share use of the Common Area. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.

(g) Allocation of Burdens and Benefits. The initial allocation of financial burdens and rights to use Residential Common Areas among the various Units shall not be changed to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Residential Common Areas available, from converting Residential Common Area to Exclusive Common Area, from adopting generally applicable rules for use of Common Areas, or from denying use privileges to those who abuse the Residential Common Area, violate rules or this Declaration or fail to pay assessments. This provision does not affect the right to increase or decrease the amount of assessments as provided in Article X.

(h) Alienation. The Association or Board shall not adopt rules that prohibit transfer of any Unit, or require consent of the Association or Board for transfer of any Unit, for any period greater than two months. The Association or Board shall not impose any fee on transfer of any Unit greater than an amount reasonably based on the costs of the transfer to the Association.

(i) Reasonable Rights to Develop. Neither the Association nor the Board shall adopt any rule or take any action which would unreasonably impede Declarant's right to develop in accordance with the Master Plan.

(j) Abridging Existing Rights. If any rule would otherwise require Owners to dispose of personal property which they owned at the time they acquired their Units, such rule shall not apply to any such Owners without his or her written consent.

12.6. Initial Use Guidelines and Restrictions.

(a) General. The Residential Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Residential Association or business offices for the Declarant or the Residential Association consistent with this Declaration and any Supplemental Declaration.) Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article and the Residential Association shall have standing and the power to enforce such standards.

(b) Restricted Activities. The following activities are prohibited within the Residential Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

(i) Parking of commercial vehicles, recreational vehicles, mobile homes, boats or other watercraft, or other oversized vehicles, stored vehicles or inoperable vehicles in places other than enclosed garages;

(ii) Capturing, trapping, injuring or killing of wildlife within the Residential Properties, except in circumstances posing an imminent threat to the safety of persons using the Residential Properties or except as required or permitted by any applicable governmental authority;

(iii) Chasing, injuring or killing of wildlife within the Residential Properties by pets of Owners or occupants of Units within the Residential Properties;

(iv) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet;

(v) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(vi) Subdivision of a Unit into two or more Units after a subdivision plat including such Unit has been approved and filed, or changing the boundary lines of any Unit, except that the Declarant and Builders, with Declarant's consent, shall be permitted to subdivide or change the boundary lines of Units which they own;

(vii) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Units which it owns;

(viii) Conversion of any carport, garage, attic or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any Unit;

(ix) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Residential Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Residential Properties; and (d) the business activity is consistent with the residential character of the Residential Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Residential Properties, as may be determined in the sole discretion of the Board.

This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Residential Properties or its use of any Units which it owns within the Residential Properties, including the operation of a timeshare or similar program.

(x) Any construction, erection, modification, or placement, permanently or temporarily, on the outside portions of the Unit whether such portion is improved or unimproved except as provided in Article XI.

ARTICLE XIII: EASEMENTS

13.1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Residential Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary.

13.2. Easements for Utilities, Etc. Declarant reserves unto itself, so long as it owns any property described on Exhibit "A" or "B," and grants to the Residential Association an easement for the purposes of access and maintenance upon, across, over, and under all of the Residential Properties to the extent reasonably necessary to: install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity. The Declarant and/or the Association, may assign these rights to any local utility supplier, cable company, security company, or other company providing a service or utility to Northwest Landing subject to the limitations herein. **Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. Exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.**

No utilities may be installed or relocated on the Residential Properties without approval of the Board or as provided by Declarant.

13.3. Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Residential Association and their respective successors and designees the nonexclusive right and easement, but not the obligation, to enter the lakes, ponds, and streams within the Area of Common Responsibility to (a) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (b) fulfill their maintenance responsibilities under this Declaration. Declarant, the Residential Association, and their designees shall have an access easement over and across any of the Residential Properties abutting or containing any portion of any of the lakes, ponds or streams to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves to itself, the Residential Association, and their respective successors and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Residential Common Area and Units (but not the structures thereon) adjacent to or within 100 feet of lake beds, ponds, and streams within the Residential Properties, to (a) temporarily flood and back water upon and maintain water over such portions of the Residential Properties; (b) fill, drain, dredge, deepen, clean, fertilize, and generally maintain the lakes, ponds, and streams within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks of such lakes, ponds, and streams. All Persons exercising these easements shall

use reasonable care in, and repair any damage resulting from, such activities. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to earthquakes, volcanic activity, heavy rainfall or any natural disaster.

13.4. Easements to Serve Additional Property. Declarant and its agents, successors, assigns, licensees, and Mortgagees shall have an easement over the Residential Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, rights of ingress and egress over the Residential Common Area to construct roads and to connect and install utilities on the property described in Exhibit "B." Declarant and its successors or assigns shall be responsible for any damage resulting from exercise of this easement. If the easement is exercised for permanent access to property which is not made subject to this Declaration or the Commercial Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Residential Association to share the cost of maintenance of any access roadway serving the property based on the number of residential dwellings on the property served by the easement and not subject to this Declaration as a proportion of the total number of residential dwellings within the Residential Properties and on such property.

13.5. Easement for Emergency. Authorized agents of the Residential Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Residential Association, to enter all portions of the Residential Properties, including each Unit, for emergency, security, and safety reasons. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to and permission from the Owner thereof. This easement includes the right to enter any Unit to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but does not authorize entry into any dwelling without permission of the Owner.

13.6. Easements for Maintenance and Enforcement. Authorized agents of the Residential Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Residential Association, to enter all portions of the Residential Properties, including each Unit to (a) perform its maintenance responsibilities under Article V, and (b) make inspections to ensure compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Residential Association at its expense.

The Residential Association also may enter a Unit to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules. All costs incurred, including reasonable attorney's fees, shall be assessed against the violator as a Specific Assessment.

ARTICLE XIV: MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Residential Properties. This Article applies to both this Declaration and the By-Laws, notwithstanding any other provisions contained therein.

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14.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Residential Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder") will be entitled to timely written notice of:

(a) any condemnation or casualty loss which affects a material portion of the Residential Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) any delinquency in the payment of assessments or charges by the Owner of any Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days. Notwithstanding this provision, upon request, any holder of a first Mortgage is entitled to written notice from the Residential Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws which is not cured within 60 days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Residential Association; or

(d) any proposed action requiring the consent of a specified percentage of Eligible Holders.

14.2. Special Freddie Mac Provision. If and to the extent required by the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the following provisions apply in addition to and not in lieu of the foregoing. Unless agreed to by at least 67% of the first Mortgagees or Voting Representatives representing at least 67% of the Class "A" votes in the Residential Association, excluding Declarant, the Residential Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Residential Common Area which the Residential Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Residential Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Residential Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units or the Residential Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Residential Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Residential Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Residential Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Residential Association.

14.3. Other Provisions for First Lien Holders. To the extent possible under Washington law:

(a) Any restoration or repair of the Residential Properties after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Residential Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

14.4. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Residential Association made as a result of destruction, damage, or condemnation under Section 14.3(a) and (b), or to the addition of land in accordance with Article IX.

(a) The consent of Voting Representatives representing at least 67% of the Class "A" votes and of Declarant, so long as it owns any land subject to this Declaration or which may be subjected by Declarant under Section 9.1, and the approval of the Eligible Holders of first Mortgages on Units to which at least 67% of the votes of Units subject to a Mortgage held by an Eligible Holder appertain, shall be required to terminate the Residential Association.

(b) The consent of Voting Representatives representing at least 67% of the Class "A" votes and of Declarant, so long as it owns any land subject to this Declaration or which may be subjected by Declarant under Section 9.1, and the approval of Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to a Mortgage held by an Eligible Holder appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Residential Common Area;

(iv) insurance or fidelity bonds;

(v) rights to use the Residential Common Area;

(vi) responsibility for maintenance and repair of the Residential Properties;

(vii) expansion or contraction of the Residential Properties or the addition, submission, or withdrawal of Residential Properties to or from the Residential Association;

(viii) boundaries of any Unit;

(ix) leasing of Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(xi) establishment of self-management by the Residential Association where professional management has been required by an Eligible Holder; or

(xii) any provisions included in the Declaration, By-Laws, or Articles which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

14.5. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Residential Common Area.

14.6. Notice to Residential Association. Upon request, each Owner shall be obligated to furnish to the Residential Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

14.7. Amendment by Board. Should the Federal National Mortgage Association ("Fannie Mae") or Freddie Mac subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

14.8. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Washington law for any of the acts set out in this Article.

14.9. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Residential Association does not receive a written response from the Mortgagee within 30 days of the date of the Residential Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

14.10. HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA"), as applicable, if either such agency is insuring or guaranteeing the mortgage on any Unit or has issued a project approval with respect to the Residential Properties which remains in effect: submission of additional property other than that described on Exhibit "B," dedication of Residential Common Area, merger, consolidation or dissolution of the Residential Association, mortgaging of Residential Common Area, and material amendment of this Declaration.

ARTICLE XV: DECLARANT'S RIGHTS

Any or all rights and obligations of Declarant may be transferred to other Persons, but the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws and shall not be effective unless signed by Declarant and duly recorded in the public records of Pierce County, Washington.

So long as Declarant owns any property described in Exhibits "A" or "B" for development and/or sale, Declarant hereby reserves a nonexclusive perpetual easement for the benefit of Declarant, Builders authorized by Declarant, and its designees to maintain and carry on upon the Residential Properties such facilities and activities as Declarant considers reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, sales offices, and the right to use Units owned by Declarant or its designees as models and sales offices.

So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Residential Properties without Declarant's written consent. Any attempted recordation without compliance herewith shall result in such instrument being void unless a consent of Declarant is subsequently recorded in the public records.

Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property described in Exhibit "A" and Exhibit "B" in any manner whatsoever. Declarant's rights under this Article shall terminate upon the earlier of: (a) 50 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased. This Article may not be amended without the written consent of Declarant.

ARTICLE XVI. DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

16.1. Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Residential Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Residential Properties, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Residential Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Residential Association rules, or the Articles (collectively "Claim"), except for those Claims authorized in Section 16.2, shall be resolved using the procedures set forth in Section 16.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

16.2. Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 16.3:

(a) any suit by the Residential Association against any Bound Party to enforce the provisions of Article X;

(b) any suit by the Residential Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Residential Association's ability to enforce the provisions of Article XI, Article XII and the Use Guidelines and Restrictions and rules of the Residential Association;

(c) any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the laws of the State of Washington in the absence of a claim based on the Declaration, By-Laws, Articles or rules of the Residential Association;

(d) any suit by the Association in which similar or identical claims are asserted against more than one Bound Party; and

(e) any suit by a Bound Party for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 16.3, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of Section 16.3 shall require the approval of the Residential Association.

16.3. Mandatory Procedures For All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures:

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;

2. the basis of the Claim (i.e., the provisions of this Declaration, the By-Laws, the Articles or rules or other authority out of which the Claim arises);

3. what Claimant wants Respondent to do or not do to resolve the Claim; and

4. that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

1. Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

2. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

1. If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to mediation under the auspices of the Snohomish County Dispute Resolution Center, any Pierce County dispute resolution center or such other independent agency providing similar services upon which the Parties may mutually agree.

2. If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

3. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

4. Each Party shall, within five days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(d) Final and Binding Arbitration.

1. If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "E" or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

2. This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the State of Washington. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Washington.

16.4. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear its own costs incurred prior to and during the proceedings described in Section 16.3 (a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 16.3(c).

(b) Each Party shall bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 16.3(c) and shall share equally in

the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in subsection 16.4(c).

(c) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add such Claimant's Post Mediation Costs to the Award, such Costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than Respondent's Settlement Offer to that Claimant shall also award to such Respondent its Post Mediation Costs, such Costs to be borne by all such Claimants.

16.5. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 16.3 and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 16.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys fees and court costs.

ARTICLE XVII: GENERAL PROVISIONS

17.1. Term. This Declaration shall run with and bind the Residential Properties, and shall inure to the benefit of and shall be enforceable by the Declarant, the Residential Association, and the Owners, their respective representatives, heirs, successors, and assigns, perpetually, to the extent allowed by law.

17.2. Amendment.

(a) By Declarant. Declarant may unilaterally amend this Declaration if such amendment is necessary to: (i) bring any provision into compliance with any applicable government statute or regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institution or government agency to make or purchase mortgage loans on the Units; (iv) enable any government agency or reputable private insurance company to insure or guarantee mortgage loans on the Units; or (v) otherwise satisfy the requirements of any government agency or governmental regulations. However, any such amendment shall not adversely affect the title to any Unit without the written consent of its Owner. So long as Declarant owns property described in Exhibits "A" or "B" for development as part of the Residential Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any substantive right of any Owner and does not adversely affect the title to any Unit without the written consent of its Owners.

(b) By Owners. This Declaration may also be amended by the affirmative vote or written consent, or any combination thereof, of Voting Representatives representing 67% of the total Class "A" votes in the Residential Association, including 67% of the Class "A" votes held by Members other than Declarant, and, so long as Declarant owns any property described in Exhibit "A" or "B" for development or sale as part of the Residential Properties, with written consent of Declarant. In addition, the approval requirements set forth in Article XIV hereof shall be met if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments must be recorded in the public records of Pierce County, Washington.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without written consent of Declarant.

No amendment to this Declaration adopted under this Section 17.2(b) which would materially affect the rights or responsibilities of any Owner under the Covenant to Share Costs shall be effective unless approved by the Persons and percentage votes set forth in that instrument.

17.3. Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provisions or applications.

17.4. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

17.5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Residential Association unless approved by Voting Representatives representing at least 67% of the total Residential Association vote. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles or By-Laws to the contrary, a Voting Representative shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding 67% of the total votes attributable to Units in the Neighborhood represented by the Voting Representative.

This Section shall not apply, however, to actions brought by the Residential Association to: (a) enforce this Declaration (including, without limitation, the foreclosure of liens); (b) impose and collect assessments under Article X; (c) challenge tax assessments and other matters relating to taxes for which the Residential Association may be liable; and (d) counterclaims by the Residential Association in proceedings instituted against it.

17.6. Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with the covenants, conditions and restrictions of any Neighborhood, and the Residential Association may, but shall not be required to, enforce the covenants, conditions, and restrictions of any Neighborhood; provided, however, in the event of conflict, the covenants, conditions, and restrictions, articles of incorporation, by-laws, rules, policies, or practices of any Neighborhood shall be subject and subordinate to those of the Residential Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments.

17.7. Use of the Words "Northwest Landing" or Logo. No Person shall use the words "Northwest Landing" or any derivative thereof or the registered logo of Northwest Landing in any printed or promotional material without prior written consent of Declarant. However, Owners may use the words "Northwest Landing" in printed or promotional matter where such words are used solely to specify that

particular property is located within Northwest Landing, and the Residential Association shall be entitled to use the words "Northwest Landing" in its name.

17.8. Compliance. Every Owner and occupant of any Unit shall comply with this Declaration, the By-Laws, and the rules of the Residential Association and be subject to all remedies provided to the Residential Association in this Declaration or the By-Laws. In addition, failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Residential Association or by any aggrieved Owners.

17.9. Notice of Sale or Transfer of Title. Any Owner selling or otherwise transferring title to his or her Unit shall give the Board at least seven days prior written notice of the name and address of the transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Each transferee of a Unit shall, within seven days of taking title to a Unit, confirm that the information previously provided by the transferor is complete and accurate. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit coming due prior to the date upon which such notice is received by the Board including assessment obligations, notwithstanding the transfer of title to the Unit.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 1st day of March, 1994.

WEYERHAEUSER REAL ESTATE COMPANY, LAND MANAGEMENT DIVISION

By: Robert L. Shedd
Robert L. Shedd, Vice President

STATE OF WASHINGTON

COUNTY OF PIERCE

TO WIT:

On this 1st day of March, 1994 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Shedd to me known to be the Vice President of Weyerhaeuser Real Estate Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

JANET L. BUCK NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MAY 9, 1994

Janet L. Buck
NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor
My Appointment Expires: 5-9-94

c:\wp51\ccp\4592\ccrr.agr\February

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EXHIBIT "A"
Land Initially Submitted

BK 1001 PG 2690

This property is hereby designated as The Palisade Neighborhood

ESM inc.
A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

WRECO - Dupont
Job No. 129-36-910
Revision of August 3, 1992

LEGAL DESCRIPTION
(Proposed Plat of Northwest Landing Divisions 1-4)

THAT portion of the south half of Section 26 and of the northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., Pierce County, Washington, more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of said Section 35, said point also known as Fort Lewis Monument 270;

THENCE N 18°18'29" W, along the westerly line of a tract of land conveyed by a Donation Deed from the Weyerhaeuser Company to the City of Dupont dated January 14, 1977, 1028.66 feet to a point on the south line of a tract of land conveyed by Donation Deed recorded in Volume 358, Page 158, under Recording Number 8609160527, said point being on a non-tangent curve and the TRUE POINT OF BEGINNING;

THENCE along the southerly and westerly lines of said tract the following courses:

Northwesterly 670.61 feet along the arc of a non-tangent curve to the right, having a radius of 892.44 feet, the radius point of which bears N 00°23'11" E, through a central angle of 43°03'14" to a point of tangency;

N 46°33'35" W, 452.09 feet;

N 36°28'56" E, 992.63 feet;

N 34°42'17" E, 349.18 feet;

N 82°01'00" E, 26.58 feet to a point on the southerly edge of Edmonds Marsh as shown on that Record of Survey filed under Recording No. 8909110090;

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34004 9th Ave. So., Bldg. A • Federal Way, Washington 98003
Federal Way (206) 838-6113 • Tacoma (206) 927-0619 • Seattle (206) 623-5911 • Fax: (206) 838-7104

EXHIBIT "A" continued

WRECO - Dupont
Revision of August 3, 1992
Page 2

THENCE along said southerly edge the following courses:

N 33°04'29" W, 29.45 feet;

N 10°07'26" E, 37.42 feet;

N 56°19'26" W, 35.04 feet;

N 18°54'12" E, 51.41 feet;

N 23°07'19" E, 49.94 feet;

N 23°33'13" W, 49.53 feet;

N 17°51'04" W, 73.88 feet;

N 65°51'47" W, 44.39 feet;

THENCE N 00°00'00" E, 9.16 feet;

THENCE S 89°59'58" W, 1324.10 feet;

THENCE N 18°18'29" W, 10.03 feet;

THENCE S 71°41'31" W, 48.00 feet to a point of curvature;

THENCE southwesterly 39.27 feet along the arc of a non-tangent curve to the right, having radius of 25.00 feet, the radius point of which bears S 71°41'31" W, through a central angle of 90°00'00" to a point of tangency;

THENCE S 71°41'31" W, 175.98 feet to a point of curvature;

THENCE northwesterly 39.27 feet along the arc of a tangent curve to the right, having radius of 25.00 feet, through a central angle of 90°00'00";

THENCE S 71°41'31" W, 60.00 feet;

THENCE S 18°18'29" E, 1.00 feet to a point of curvature;

THENCE southwesterly 39.27 feet along the arc of a tangent curve to the right, having radius of 25.00 feet, through a central angle of 90°00'00" to a point of tangency;

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EXHIBIT "A" continued

WRECO - Dupont
Revision of August 3, 1992
Page 3

THENCE S 71°41'31" W, 473.61 feet to a point of curvature;

THENCE northwesterly 39.27 feet along the arc of a tangent curve to the right, having radius of 25.00 feet, through a central angle of 90°00'00";

THENCE S 71°41'31" W, 46.00 feet to a point of curvature;

THENCE southwesterly 39.27 feet along the arc of a non-tangent curve to the right, having radius of 25.00 feet, the radius point of which bears S 71°41'31" W, through a central angle of 90°00'00" to a point of tangency;

THENCE S 71°41'31" W, 80.09 feet to a point of curvature;

THENCE southwesterly 47.34 feet along the arc of a tangent curve to the left, having radius of 323.00 feet, through a central angle of 08°23'54" to a point of reverse curvature;

THENCE northwesterly 37.74 feet along the arc of a tangent curve to the right, having radius of 25.00 feet, through a central angle of 86°29'43" to the proposed easterly margin for Center Drive;

THENCE along said proposed easterly margin, the following courses:

S 30°12'40" E, 333.87 feet to a point of curvature

Southeasterly 266.87 feet along the arc of a tangent curve to the right, having radius of 1560.00 feet, through a central angle of 09°48'06" to a point of tangency;

S 20°24'34" E, 806.36 feet to a point of curvature;

Southerly 548.74 feet along the arc of a tangent curve to the right, having radius of 1560.00 feet, through a central angle of 20°09'15";

THENCE N 86°52'43" E, 61.88 feet to a point of curvature;

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THENCE easterly 126.70 feet along the arc of a tangent curve to the left, having radius of 478.00 feet, through a central angle of 15°11'12" to a point of tangency;

THENCE N 71°41'31" E, 509.88 feet;

THENCE S 18°18'29" E, 305.40 feet to a point of curvature;

THENCE southwesterly 37.48 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 85°53'31" to a point of reverse curvature;

THENCE southwesterly 9.10 feet along the arc of a tangent curve to the left, having a radius of 324.00 feet, through a central angle of 01°36'30";

THENCE S 24°01'28" E, 48.00 feet to a point of curvature;

THENCE southerly 685.29 feet along the arc of a non-tangent curve to the left, having a radius of 276.00 feet, the radius point of which bears S 24°01'28" E, through a central angle of 142°15'43" to a point of tangency;

THENCE S 76°17'11" E, 110.58 feet to a point of curvature;

THENCE northerly 257.70 feet along the arc of a non-tangent curve to the left, having a radius of 740.00 feet, the radius point of which bears N 76°17'11" W, through a central angle of 19°57'10";

THENCE N 71°41'31" E, 1126.36 feet to said Westerly line of a tract of land conveyed by Donation Deed dated January 14, 1977;

THENCE along said westerly line, N 18°18'29" W, 335.00 feet to the TRUE POINT OF BEGINNING.

See attached Exhibit "P-1-4".

EXCEPTING the proposed Elementary School Site as described on the attached Exhibit 1.

ALSO EXCEPTING the Mixed Use Lot 1 and Commercial Lots 1 and 2 as delineated on the proposed preliminary Palisade Plat and as shown on the attached Exhibit 2.

Note For All Parcels: The exact boundaries of the above-described parcels are subject to modification until time of official parcel segregation by either recordation of final plat, recordation of short plat, recordation of large lot division or recordation of request for parcel segregation with the proper city or county agency.



8/3/92

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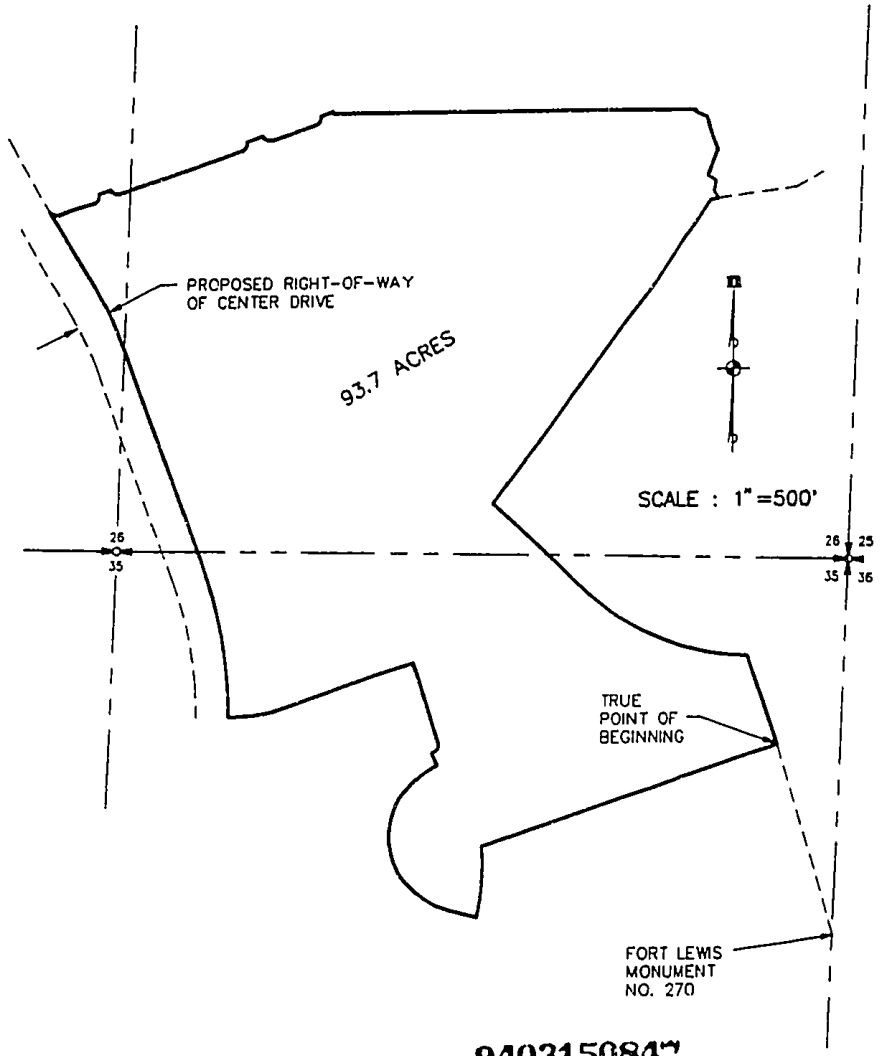
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EXHIBIT "A" continued

EXHIBIT "P-1-4"

TO ACCOMPANY LEGAL DESCRIPTION FOR L,M (PROPOSED NORTHWEST LANDING DIV. 1-4)

A PORTION OF THE S 1/2 OF SECTION 26 AND OF THE NE 1/4 OF SECTION 35, TWP. 19 N., RGE. 1 E., W.M., PIERCE COUNTY, WASHINGTON



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ESM inc.
A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM
34004 9th AVE. SO. BLDG. A
FEDERAL WAY, WASHINGTON 98003
PHONE: (206) 838-6113

JOB NO. 129-08-945
DRAWING NAME : EXP-1-4
DRAWN : R.J.W./C.A.G.
DATE : 08-01-92
SHEET 1 OF 1

EXHIBIT "1"

EXHIBIT "A" continued

ESM inc.

A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Dupont
Job No. 129-08-954-002
Revision of August 1, 1992

LEGAL DESCRIPTION
FOR ELEMENTARY SCHOOL SITE

That portion of the southeast quarter of Section 26 and of the northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of said Section 35, said point also being known as Fort Lewis Monument No. 270;

THENCE N 18°18'29" W, along the westerly line of a tract of land conveyed by a Donation Deed from the Weyerhaeuser Company to the City of Dupont dated January 14, 1977, 1028.66 feet to a point on the southerly line of a tract of land conveyed by Donation Deed recorded in Volume 358, Page 158, under Recording No. 8609160527, said point being on a non-tangent curve;

THENCE along the southerly and westerly line of said tract, the following courses:

Northwesterly 670.61 feet along the arc of a non-tangent curve to the right, having a radius of 892.44 feet, the radius point of which bears N 00°23'11" E, through a central angle of 43°03'14" to a point of tangency;

N 46°33'35" W, 64.32 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 46°33'35' W, 387.77 feet;

N 36°28'56" E, 395.20 feet;

THENCE N 64°36'16" W, 154.45 feet to a point of curvature;

THENCE westerly 396.64 feet along the arc of a tangent curve to the left, having a radius of 520.00 feet, through a central angle of 43°42'13" to a point of tangency;

THENCE S 71°41'31" W, 247.88 feet;

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THENCE S 18°18'29" E, 801.33 feet to a point of curvature;

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Federal Way (206) 838-6113 • Tacoma (206) 927-0619 • Seattle (206) 623-5911 • Fax: (206) 838-7104

EXHIBIT 1 of EXHIBIT "A" continued

Dupont
Revision of August 1, 1992
Page 2

THENCE southeasterly 39.27 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 90°00'00" to a point of tangency;

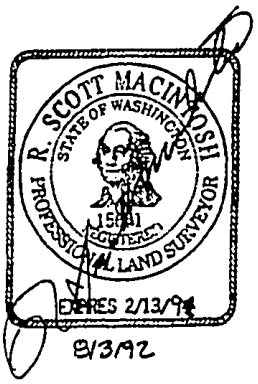
THENCE N 71°41'31" E, 487.68 feet to a point of curvature;

THENCE northeasterly 67.16 feet along the arc of a tangent curve to the left, having a radius of 369.00 feet, through a central angle of 10°25'43" to THE TRUE POINT OF BEGINNING.

See attached Exhibit "C-C".

Written by: C.A.G.
Checked by: R.J.W.

L10:L66



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EXHIBIT 1 OF EXHIBIT "A" continued

BK1001PG2697

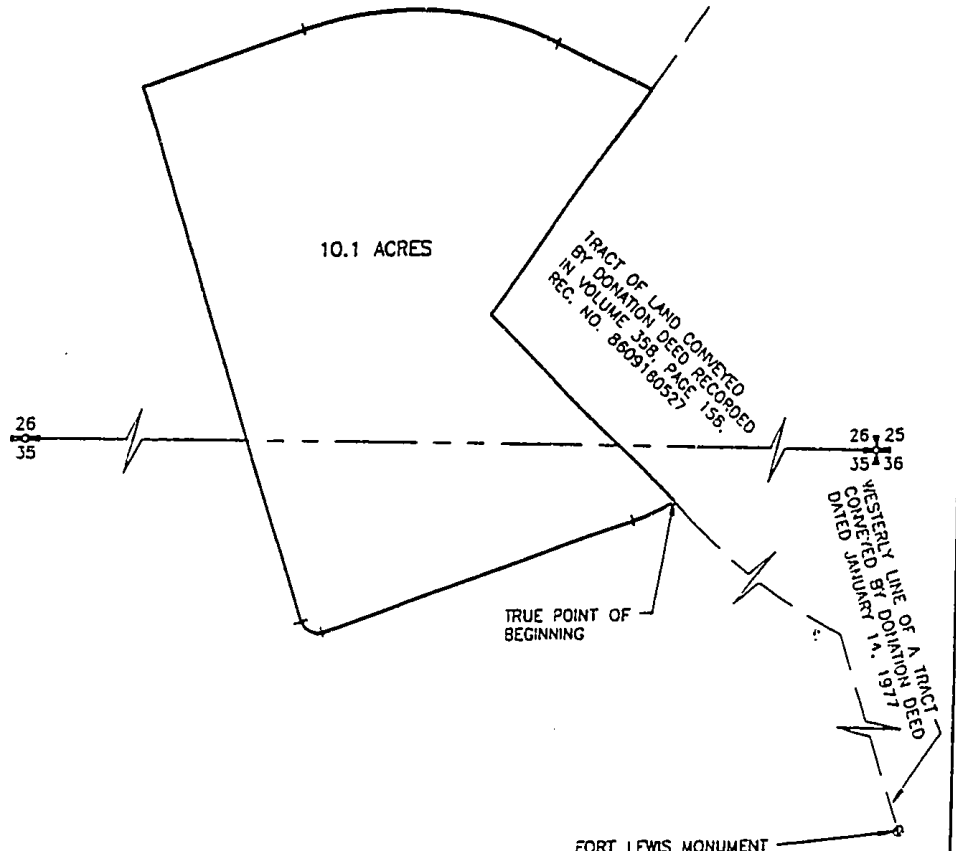
EXHIBIT C-C

TO ACCOMPANY LEGAL DESCRIPTION FOR
THE ELEMENTARY SCHOOL SITE

A PORTION OF THE SE 1/4 OF SECTION 26 AND OF THE NE 1/4 OF SECTION 35, TWP. 19 N., RGE. 1 E., W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 200'



940315084

ESM inc.
A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM
34004 9th AVENUE SO., BLDG. A
FEDERAL WAY, WASHINGTON 98003
PHONE: (206) 838-6113

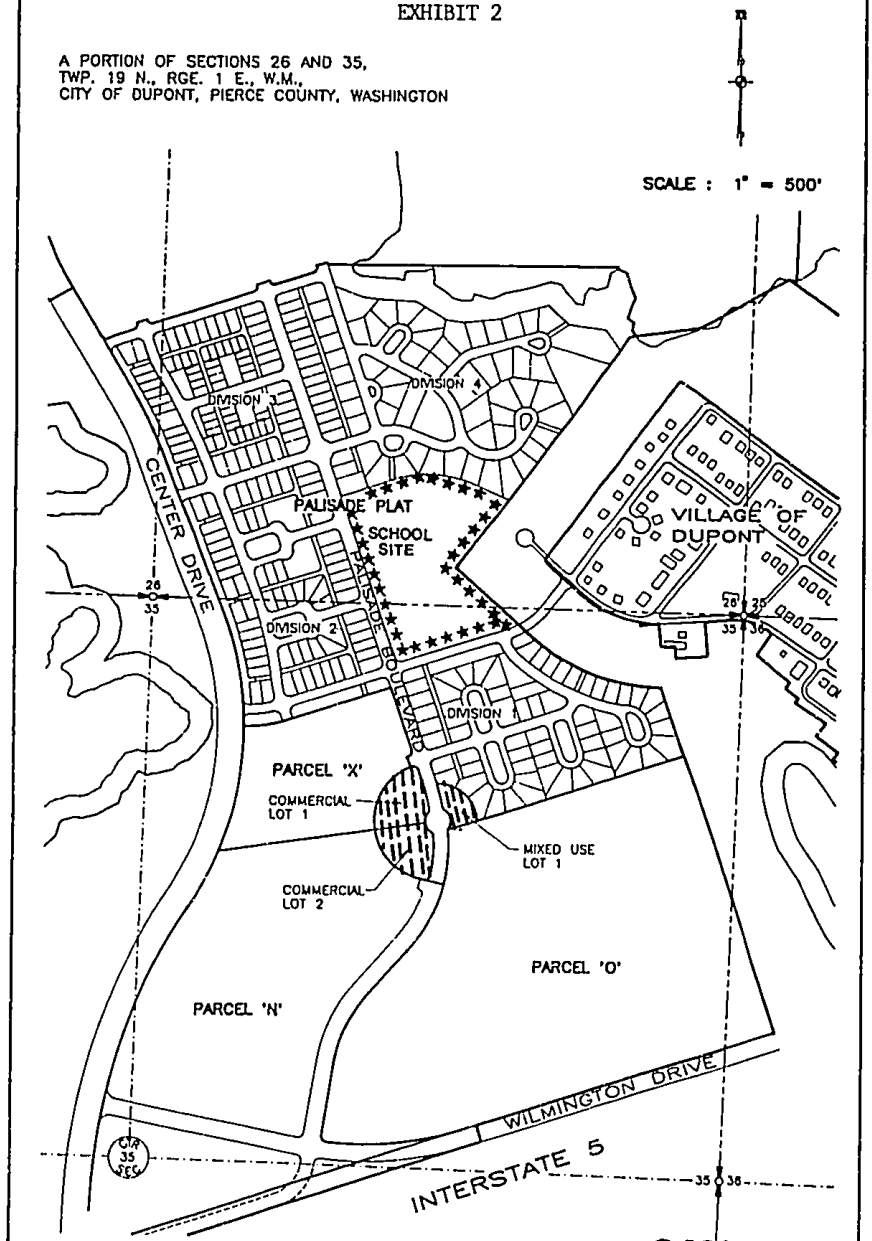
JOB NO. 129-08-954-002
DRAWING NAME : EXH-CC
DATE : 08-03-92
DRAWN : C.A.G.
SHEET 1 OF 1

EXHIBIT "A" continued

BK1001PG2698

EXHIBIT 2

A PORTION OF SECTIONS 26 AND 35,
TWP. 19 N., RGE. 1 E., W.M.,
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



ESM Inc.
34004 9th AVENUE SO., BLDG. A
FEDERAL WAY, WASHINGTON 98003
PHONE: (206) 838-8113

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JOB NO. 129-24-910
DRAWING NAME : PARO-EXH
DATE : 03-19-93
DRAWN : C.A.G.
SHEET 1 OF 1

EXHIBIT "B"

Land Subject to Submission

That portion of Sections 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36, Township 19 North, Range 1 East of the Willamette Meridian, Pierce County, Washington more particularly described as follows:

Beginning at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 33;
Thence East along the North line of said subdivision to the Northeast corner of said subdivision;
Thence South along the East line of said subdivision to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 33;
Thence East along the South line of said subdivision to the Southeast corner of said subdivision;
Thence North along the East line of said subdivision to the Southwest corner of the Southwest 1/4, of the Northwest 1/4 of Section 34;
Thence East along the South line of said subdivision to the Southeast corner of said subdivision;
Thence North along the centerline of the Northwest 1/4 of said Section 34, to the North line of said Section 34;
Thence East along said North line to the Northwest corner of the Northeast 1/4 of said Section 34;
Thence South along the West line of said subdivision to the East-West centerline of the Northeast 1/4 of said Section 34 and the Northwest 1/4 of Section 35;
Thence East along said centerline to a point lying 3423.43 feet more or less perpendicular to the East line of said Section 35;
Thence South at a right angle to said centerline to the Northerly margin of the Burlington Northern Rail Road Right-of-Way;
Thence Northeasterly along said Northerly margin to a point 1149.76 feet Westerly of Fort Lewis Monument #269, said monument marks the intersection of said Northerly margin of the Burlington Northern Right-of-Way and the East line of said Section 35;
Thence North 18°21'35" West, 80 feet;
Thence North 77°38'25" East, 1424.97 feet to an existing concrete monument with a brass cap marking the Southwest corner of a tract of land conveyed to the City of Dupont by deed, dated March 31, 1988, recorded under Pierce County Auditor Fee Number 702783, (said monument being located South 18°17'35" East, 657.82 feet from Fort Lewis Monument #270);
Thence Northwesterly to said Fort Lewis Monument #270, said monument being the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 35;
Thence continuing Northwesterly North 20°07'10" West, 1028.66 feet to a point on a curve to the right, the center of which bears North 01°25'30" West, 892.44 feet through a central angle of 43°03'14", an arc distance of 670.61 feet to a point of tangency of said curve being 300 feet Southerly and parallel with the Southerly Right-of-Way line of Barksdale Avenue;
Thence North 48°22'16" West 452.09 feet;
Thence North 34°40'15" East 992.63 feet;
Thence North 32°53'36" East 349.18 feet;
Thence North 80°12'09" East 314.64 feet;
Thence North 59°26'50" East 473.55 feet to a point 650 feet Northerly at a right angle to the Northerly Right-of-Way line of Dupont Avenue;
Thence South 55°22'38" East, and parallel with said Right-of-Way, 883.69 feet;
Thence South 02°07'00" East, 46.84 feet;
Thence South 23°03'14" East, 84.29 feet;
Thence South 16°10'01" East, 158.61 feet;
Thence South 49°50'55" East, 59.62 feet;
Thence South 53°09'05" East, 108.86 feet;
Thence South 73°51'56" East, 136.16 feet;
Thence South 53°36'41" East, 126.60 feet;
Thence South 65°38'28" East, 145.71 feet;
Thence South 49°37'45" East, 99.24 feet;

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Exhibit "B" - continued

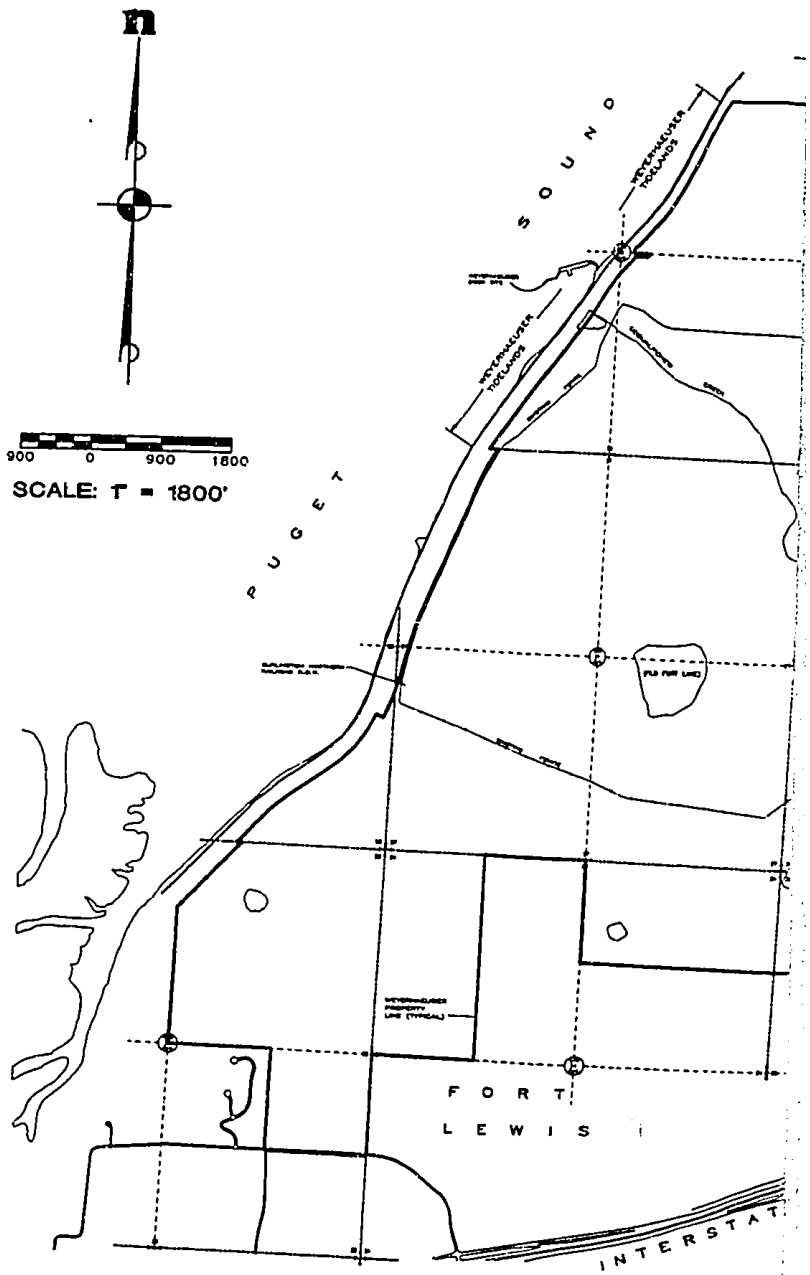
Thence South 43°10'23" East, 83.79 feet;
Thence South 51°32'44" East, 138.48 feet;
Thence South 41°44'40" East, 402.16 feet;
Thence South 09°00'19" West 83.70 feet;
Thence South 12°15'50" East, 109.27 feet;
Thence South 16°39'55" West, 97.46 feet;
Thence South 06°16'49" West, 148.69 feet;
Thence South 18°26'47" West, 177.79 feet;
Thence South 52°43'29" East, 39.71 feet;
Thence South 35°42'28" West 300.72 feet more or less, to the Northeasterly corner of Block "L" of the Replat of the Village of Dupont as recorded with the Pierce County Auditor's Office, in Volume 15 page 66 of the Book of Plats;
Thence South 35°40'36" West, 120.9 feet;
Thence Southeasterly along the Southerly line of a 15 foot easement granted to Pierce County School District #7 (Now Steilacoom School District #1), to the Westerly Right-of-Way line of the Steilacoom Dupont County Road;
Thence Northeasterly and Northerly, along said Westerly Right-of-Way line of the Steilacoom Dupont County Road to the Southerly easement line of the Puget Sound Channel as described in Pierce County Auditor Fee Number 1674527, Volume 1054, pages 309 through 312;
Thence Westerly and Northerly along the Southerly and Westerly easement line of said Puget Sound Outfall Channel to the East-West centerline of the North 1/2 of the North 1/2 of Section 23 and Section 22;
Thence West along said centerline to the Easterly margin of the Burlington Northern Rail Road Right-of-Way as described in deeds of record under Pierce County Auditor Fee Number 271946, 318560 and 39453;
Thence Southwesterly along said Right-of-Way to the North-South centerline of Section 33;
Thence South along said centerline of Section 33 to the East-West centerline of said section and the point of beginning.
Also;
Commencing at a concrete monument at the Northeast corner of the Northwest 1/4 of Section 36, Township 19 North, Range 01 East of the Willamette Meridian;
Thence South along the North-South centerline of said Section 36, 377.3 feet to the point of beginning;
Thence West to the Easterly Right-of-Way line of the Steilacoom Dupont County Road;
Thence Southerly along said Easterly Right-of Way line to a point said line intersects with the Northern margin of the Burlington Northern Rail Road Right-of-Way;
Thence Northeasterly along said Northerly margin, North 69°58'30" East, 454.14 feet more or less to a point said line intersects the North-South centerline of said Section 36;
Thence continuing North 69°58'30" East 309.76 feet to Fort Lewis Monument #268;
Thence North 272.7 feet to Fort Lewis Monument #267;
Thence West 290.9 feet more or less to Fort Lewis Monument #266, said monument being located 781.4 feet South of the Northeast corner of the Northwest 1/4 of said Section 36 on the North-South centerline of said section;
Thence North along said centerline 404.1 feet to the point of beginning.

As graphically depicted on the attached Exhibit "B-B".

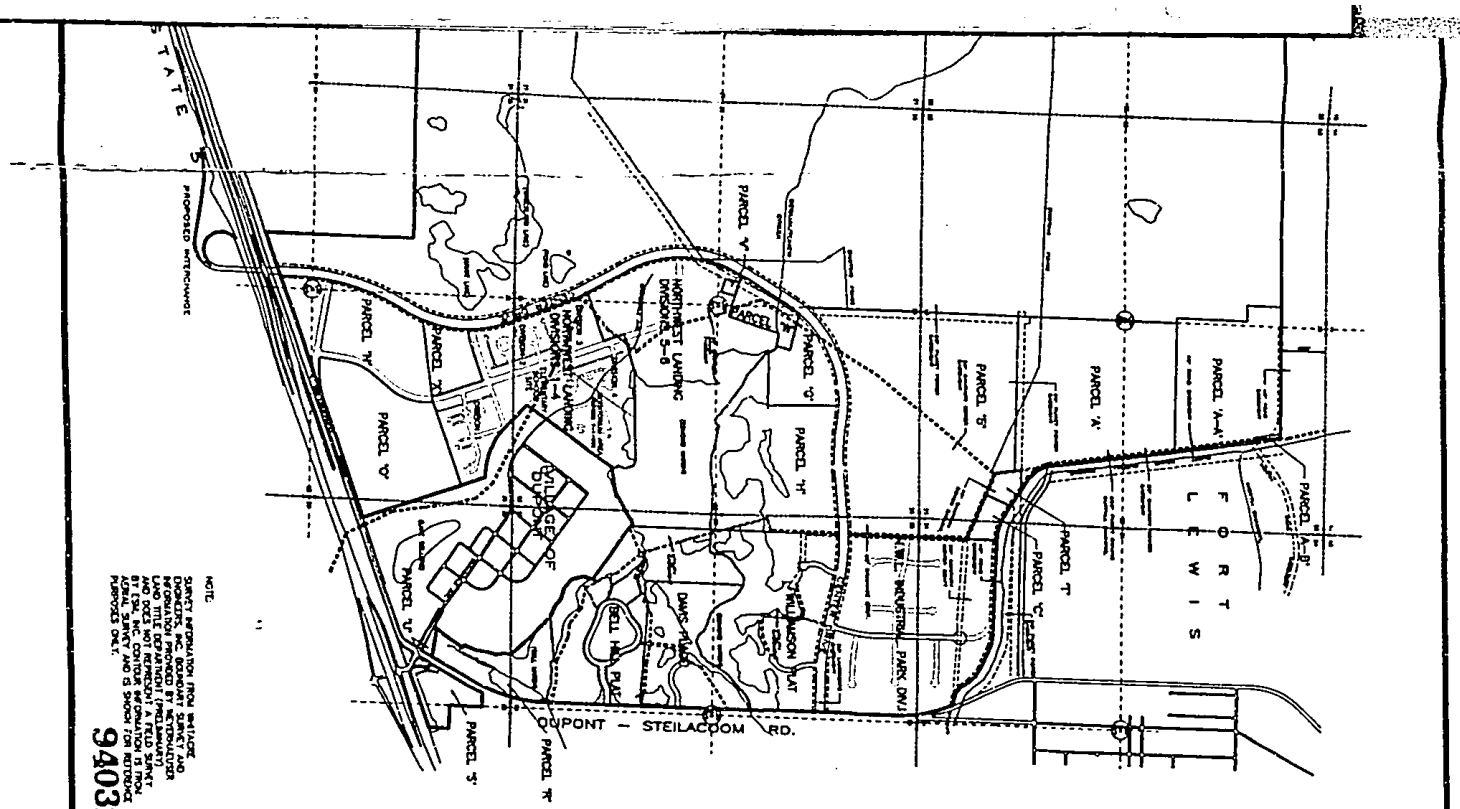
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EXHIBIT "B-B"

EXHIBIT "B" continued



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NOTE:
SURVEY INFORMATION FROM WHITACRE ENGINEERING AND PIERCE COUNTY ASSESSOR'S MAPS. BOUNDARIES ARE APPROXIMATE AND ARE BASED ON INTERPRETATION OF LAND TITLE DEPARTMENT (PRELIMINARY) DOCUMENTS. THIS MAP DOES NOT REPRESENT A FIELD SURVEY. BY ESM, INC. CONTOUR INFORMATION IS SHOWN FOR REFERENCE PURPOSES ONLY.

9403150847

This map is intended as a graphic representation only.

DRAWING: CCR-S17

ESM inc.
34004 NINTH AVENUE SO., BLDG. A
FEDERAL WAY, WASHINGTON 98003
PHONE: (206) 838-6113

JOB NO. 129-08-944	DATE: 1-10-91
DRAWN: B.A.C.	SHEET 1 OF 1

Weyerhaeuser

WEYERHAEUSER REAL ESTATE COMPANY
LAND MANAGEMENT DIVISION

NORTHWEST LANDING
OVERALL SITE EXHIBIT FOR CCR'S

BK 1001 PG 2702

BK1001PG2703

EXHIBIT "C"

BY-LAWS

OF

NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION

HYATT & RHOADS, P.C.

Attorneys

1200 Peachtree Center, South Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303
(404) 659-6600

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BY-LAWS

OF

NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION

ARTICLE I: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1. Name. The name of the Association shall be Northwest Landing Residential Owners Association (hereinafter the "Residential Association").

1.2. Principal Office. The principal office of the Residential Association shall be in the State of Washington. The Residential Association may have such other offices as the Board may determine or as the affairs of the Residential Association may require.

1.3. Definitions. Capitalized terms used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Northwest Landing (said Declaration, as amended, hereinafter the "Declaration"), unless the context shall otherwise require.

ARTICLE II: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1. Membership. The Residential Association shall have two classes of membership, Class "A" and Class "B", as set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

2.2. Place of Meetings. Meetings of the Residential Association shall be held at the principal office of the Residential Association or at such other suitable place convenient to the Members as designated by the Board.

2.3. Annual Meetings. The first meeting of the Residential Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Residential Association. Unless otherwise required, meetings shall be of the Voting Representatives or their alternates. Subsequent regular annual meetings shall be held at least 90 but not more than 120 days after the close of the Residential Association's fiscal year on a date and at a time set by the Board.

2.4. Special Meetings. The President may call special meetings and shall call a special meeting if so directed by resolution of the Board or upon a petition signed by Voting Representatives representing at least ten percent of the total Class "A" votes of the Residential Association.

2.5. Notice of Meetings. Written notice stating the place, day, and hour of any meeting of the Voting Representatives shall be delivered, either personally (including public courier service) or by mail, to each Voting Representative entitled to vote at such meeting, not less than ten nor more than 50 days before the date of such meeting, by or at the direction of the director, officer or other person calling the meeting.

In the case of a special meeting or when required by law or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special

meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Voting Representative at his or her address as it appears on the records of the Residential Association, with postage thereon prepaid.

2.6. Waiver of Notice. Waiver of meeting notice of the Voting Representatives shall be deemed the equivalent of proper notice. Any Voting Representative may, in writing, waive notice of any meeting of the Voting Representatives, either before or after such meeting. Attendance at any meeting by a Voting Representative or alternate shall be deemed waiver by such Voting Representative of notice of the time, date, and place thereof, unless such Voting Representative specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Residential Association cannot be held because a quorum is not present, a majority of the Voting Representatives present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Representatives in the manner prescribed for regular meetings.

2.8. Voting. The voting rights of the Members are set forth in the Articles and the Declaration, and such voting rights provisions are specifically incorporated herein. Voting for the election of directors by the Voting Representatives may be by ballots mailed to the Voting Representatives. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. The Board may include on ballots any questions on which it seeks an advisory vote. Any other matters may be voted on by mail-in ballot to the extent allowed by law.

2.9. Proxies.

(a) Voting Representatives. Voting Representatives may not vote by proxy but only in person or through their designated alternates or by written ballot as provided above.

(b) Members. At all meetings of the Members, Members may vote in person or by proxy. Each proxy shall be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, U.S. mail or telecopy to any Board member or the property manager. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than 11 months after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Unit.

2.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or

other group as the context may indicate totaling more than 50% of the total number.

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Representatives representing a majority of the total vote of the Residential Association shall constitute a quorum at all meetings of the Residential Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. The Voting Representatives present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Voting Representatives leaving less than a quorum.

2.12. Conduct of Meetings. The President shall preside over all meetings of the Residential Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.13. Telephonic Participation. One or more Voting Representatives may participate in and vote during any regular or special meeting of the Voting Representatives by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Voting Representatives so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Voting Representatives.

2.14. Meetings of Members. At all meetings of the Members, the procedures and requirements applicable to the Voting Representatives set forth in Sections 2.2, 2.4, 2.5, 2.6, 2.7, 2.10, and 2.12 shall control; provided, however, the term "Voting Representative" shall refer to the Members of the Residential Association and provided that Members may vote by proxy as provided in Section 2.9(b). At all such meetings of the Members, the presence in person or by proxy of Members holding a majority of the total vote of the Residential Association shall constitute a quorum, except as otherwise provided in these By-Laws or in the Declaration.

ARTICLE III: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Residential Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, the person designated in writing to the Secretary of the Residential Association as the representative of such Member shall be eligible to serve as a director.

3.2. Directors During Class "B" Control Period. Subject to the provisions of Section 3.6, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when 75% of the Units permitted by the Master Plan for the property described on Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Declarant or Builders;

(b) December 31, 2042; or

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(c) when, in its discretion, the Class "B" Member so determines.

3.3. Right To Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action, policy or program authorized by the Board or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Residential Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Residential Association, as it may change from time to time, which notice complies with the requirements for Board meetings set forth in Sections 3.9, 3.10, and 3.11 and which notice shall, except in the case of the regular meetings held under the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Residential Association. The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee and/or the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Residential Association, the Board or any committee thereof if Board, committee, or Residential Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten days following the meeting held under the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Residential Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Residential Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.4. Number of Directors. The number of directors in the Residential Association shall be not less than three nor more than nine, as provided in Section 3.6 and as set by resolution of the Board. The initial Board shall consist of three members as identified in the Articles.

3.5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may be made by a Nominating Committee. The Nominating Committee, if established, shall consist of a chairman, who shall be a member of the Board, and three or more Members of the Residential Association, with at least one representative from each Voting Group. The Nominating Committee shall be appointed by the Board not less than 30 days after the election of directors by the Voting Representatives to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Representatives, and for the directors to be elected by and from each Voting Group. Nominations shall also be permitted from the floor if elections are held at a meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Representatives and to solicit votes.

3.6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within 30 days after Class "A" Members, other than Declarant or a Builder, own 25% of the Units permitted by the Master Plan for the property described in Exhibits "A" and "B" or whenever the Class "B" Member earlier determines, the Residential Association shall hold an election at which Voting Representatives representing the Class "A" Members shall elect one of the three directors, who shall be an at-large director and shall serve a term of two years or until the happening of the event described in Section 3.6(b), whichever is shorter. If such director's term expires prior to the happening of the event described in Section 3.6(b), a successor shall be elected for a like term. The remaining two directors shall be appointees of the Class "B" Member.

(b) Within 30 days after Class "A" Members, other than Declarant or a Builder, own 50% of the Units permitted by the Master Plan for the property described in Exhibits "A" and "B", or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The Residential Association shall hold an election at which Voting Representatives representing the Class "A" Members shall elect two of the five directors, who shall serve as at-large directors and shall serve a term of two years or until the happening of the event described in Section 3.6(c), whichever is shorter. If such directors' terms expire prior to the happening of the event described in Section 3.6(c), successors shall be elected for a like term. The remaining three directors shall be appointees of the Class "B" Member.

(c) Within 30 days after termination of the Class "B" Control Period, the Residential Association shall hold an election at which Voting Representatives representing the Class "A" Members shall elect three of the five directors, who shall serve as at-large directors and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within 30 days after termination of the Class "B" Control Period, directors shall be elected in accordance with Section 3.6(d). The remaining two directors shall be appointees of the Class "B" Member.

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period or in an election by mail held prior to such meeting, the directors shall be selected as follows: directors shall be elected by the Voting Representatives representing both Class "A" and Class "B" Members, with an equal number of directors elected from each Voting Group and any remaining directorships filled at large by the vote of all Voting Representatives. At least one-half of the directors shall be elected for a term of two years and the remaining directors shall be elected for a term of one year as such directors determine among themselves. At the expiration of the term of office of each member of the Board, a successor from the Voting Group represented by the director whose term is expiring shall be elected to serve for a term of two years.

The number of directors making up the Board shall be increased as necessary to provide one seat on the Board for each Voting Group; provided, however, there shall always be an odd number of directors making up the Board and in no event shall the Board be increased to more than nine directorships. In the event that more than nine Voting Groups exist in the Residential Properties, the Board shall consolidate one or more Voting Groups as it deems necessary for the purpose of electing directors.

Each Voting Representative shall be entitled to cast one vote for each Unit represented by such Voting Representative with respect to each vacancy to be filled from each slate on which such Voting Representative is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Voting Representatives shall hold office until their respective successors have been elected by the Residential Association and take office or their sooner death, resignation or removal from office. Directors may be elected to serve any number of consecutive terms.

3.7. Removal of Directors and Vacancies. Any director elected by the Voting Representatives may be removed, with or without cause, by the vote of Voting Representatives holding at least 67% of the votes entitled to be cast for the election of such director, but shall not be subject to removal by the Class "B" Member acting alone. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Voting Representatives entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Representatives who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Residential Association for more than 30 days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of an elected director, a vacancy may be declared by the Board, and it may appoint a successor from the Voting Group represented by the director who vacated the position who shall serve for the remainder of the term of such director.

B. Meetings.

3.8. Organizational Meetings. The Board shall hold its first meeting within ten days after each annual election of directors.

3.9. Regular Meetings. Regular Board meetings may be held at such time and place as determined from time to time by Board resolution, but at least one such meeting shall be held during each quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of the regular schedule shall constitute notice of such meetings.

3.10. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Residential Association or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any business to be considered. Notice shall be given to each director by one of the following methods: (a) personal delivery, including commercial courier service; (b) first class mail, postage prepaid; or (c) telephone communication, including telecopy, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Residential Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery or telephone shall be delivered or telephoned at least 72 hours before the time set for the meeting.

3.11. Waiver of Notice. The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting prior to its commencement about the lack of adequate notice.

3.12. Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Compensation. No director shall receive any compensation from the Residential Association for acting as such; provided this Section shall not prevent any director from being reimbursed for expenses authorized by the Board to be incurred on behalf of the Residential Association. Nothing herein shall prohibit the Residential Association from compensating a director, or any entity affiliated with a director, for services or supplies furnished to the Residential Association in a capacity other than as a director under a contract or agreement with the Residential Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.14. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording therein all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion unless permission for the Member to speak is requested by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.16. Action Without a Formal Meeting. Any action to be taken or that may be taken at a Board meeting may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all directors, and such consent shall have the same force and effect as a unanimous vote.

3.17. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

3.18. Powers. The Board shall be responsible for the affairs of the Residential Association and shall have all of the powers and duties necessary for the administration of the Residential Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Representatives or the membership generally.

In addition to the duties otherwise imposed, the Board shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with applicable provisions of the Declaration, of budgets in which the contribution of each Owner to the expenses of the Residential Association shall be established;

(b) making assessments to defray the expenses of the Residential Association, establishing the means and methods of collecting such assessments, and establishing the period of any installment payments of the assessments;

(c) providing for the operation, care, upkeep, and maintenance of property as provided in the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operations of the Residential Association, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in performing their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Residential Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules;

(g) opening of bank accounts on behalf of the Residential Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, improvements or alterations as provided in the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules of the Residential Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Residential Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Residential Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Residential Association and its administration, specifying the maintenance, repair and other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Residential Association;

(n) permitting utility suppliers to use portions of the Residential Common Area reasonably necessary to the ongoing development or operation of the Residential Properties;

(o) cooperating with the Northwest Landing Commercial Owners Association in carrying out its purposes and responsibilities under the Commercial Declaration; and

(p) performing the duties imposed upon the Residential Association by the Covenant to Share Costs.

3.19. Management. The Board may employ for the Residential Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

3.20. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Residential Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Residential Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Residential Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Residential Association shall be disclosed promptly to the Board; and

(f) annual financial statements, prepared in accordance with generally accepted accounting principles, shall, not less than 120 days after the close of each fiscal year and prior to the annual meeting, be distributed to all Members. The Board may, but is not required to, have the financial statement of the Residential Association audited by an independent certified public accountant; provided, however, the Voting Representatives, by resolution, may require that the financial statements be so audited as a Common Expense of the Residential Association.

3.21. Borrowing. The Residential Association, acting through the Board, shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Voting Representatives. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Representative approval in the same manner provided in the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities or the total amount of borrowing exceeds or would exceed ten percent of the budgeted gross expenses of the Residential Association for that fiscal year.

3.22. Rights of the Residential Association. In accordance with the Articles and the Declaration, the Residential Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Residential Association to enter into

common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, both within and without the Residential Properties.

The Residential Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than 90 days notice to the other party.

3.23. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Residential Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any duly adopted rules; provided, however, nothing herein shall authorize the Residential Association to limit ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant with notice to the Owner; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Residential Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or the Covenants Committee may, but shall not be obligated to, waive any proposed sanction if the violation is cured within the ten day period. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Residential Association within 30 days after the hearing date before the Covenants Committee.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Residential Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the rules of the Residential Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules), by suspension of services, or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with

the procedure set forth above. In any such action, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs thereof, including reasonable attorney's fees actually incurred.

ARTICLE IV: OFFICERS

4.1. Officers. The officers of the Residential Association shall be a President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, as it shall deem desirable. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election, Term of Office, and Vacancies. The officers of the Residential Association shall be elected annually by the Board at the first Board meeting following each annual meeting of the Voting Representatives. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.3. Removal. Any officer may be removed by the Board with or without cause.

4.4. Powers and Duties. The officers of the Residential Association shall each have such powers and duties as generally pertain to their respective offices under applicable law, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board.

4.5. President. The President shall be the chief executive officer of the Residential Association and shall preside at all meetings of the Residential Association and of the Board.

4.6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.7. Secretary. The Secretary shall keep the minutes of all meetings of the Residential Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Washington law.

4.8. Treasurer. The Treasurer shall have the responsibility for the Residential Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Residential Association or the managing agent in such depositories as may from time to time be designated by the Board.

4.9. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.10. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Residential Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board.

ARTICLE V: COMMITTEES

5.1. General. Committees are hereby authorized to perform such tasks as may be delegated to a committee under Washington law and to serve for such periods as may be designated by a Board resolution. Each committee shall operate under the terms of the Board resolution designating the committee and the rules adopted by the Board governing such committee.

5.2. Covenants Committee. In addition to any other committees which may be established by the Board, the Board may appoint a Covenants Committee consisting of at least three and no more than seven members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Residential Association and shall conduct all hearings held under Section 3.23.

5.3. Neighborhood Committees. In addition to any other committees which may be established by the Board, there shall be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or association. Each Neighborhood Committee shall consist of three members; provided, however, by a majority vote of the Owners within the Neighborhood this number may be increased to five.

The nominees for each Neighborhood Committee shall be elected annually by the vote of Owners of Units within that Neighborhood. The first election shall be called by the Board of the Residential Association not later than 60 days after conveyance of a majority of the Units in the Neighborhood to Persons other than a Builder. Election of a Neighborhood Committee may be held by mail-in ballot sent out by the Board for the initial election and after the initial election by the Neighborhood Committee. Committee members nominated in such fashion shall be appointed by the Board for a term of one year and until their successors are elected. Any director elected to the Board from a Neighborhood shall be an ex officio member of the Neighborhood Committee.

It shall be the Neighborhood Committee's responsibility to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Residential Association in addition to those which the Residential Association is obligated to provide under the Declaration or any applicable Supplemental Declaration; provided, however, such special services requested by the Neighborhood shall have the approval of Owners holding at least a majority of the total votes in the Neighborhood. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board.

The Owners of Units holding at least a majority of the total votes of Units in the Neighborhood shall constitute a quorum at any Neighborhood meeting. In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board set forth in Sections 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, and 3.17; provided, however, the term "Voting Representative" shall refer to the Owners of Units within the Neighborhood. Each Neighborhood Committee shall elect a chairperson from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board. Such chairperson shall be the Voting Representative from that Neighborhood. Each Neighborhood Committee shall elect a vice chairperson to act as the alternate Voting Representative for the Neighborhood.

5.4. Management Committee. The Board may establish a committee consisting of one or more of its members with the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

ARTICLE VI: MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Residential Association shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Residential Association proceedings when not in conflict with Washington law, the Articles, the Declaration, or these By-Laws.

6.3. Conflicts. If there are conflicts between the provisions of Washington law, the Articles, the Declaration, and these By-Laws, the provisions of Washington law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles, any amendments to the foregoing, the rules of the Residential Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, Member of the Residential Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit at the office of the Residential Association or at such other place within the Residential Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Residential Association and the physical properties owned or controlled by the Residential Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Residential Association in furtherance of such director's duties as a director.

6.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Representative, at the address which the Member or Voting Representative has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Representative; or

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(b) if to the Residential Association, the Board, or the managing agent, at the principal office of the Residential Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members under this Section.

6.6. Amendment.

(a) Prior to the conveyance of the first Unit by Declarant to a Person other than a Builder, the Board may unilaterally amend these By-Laws. After such conveyance, the Board may amend these By-Laws with the consent of the Class "B" member but without a vote of the Class "A" Members at any time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institution or government lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association ("Fannie Mae") or Federal Home Loan Mortgage Corporation ("Freddie Mac"), to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any government agency or private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit without the written consent of the Owner. So long as the Declarant still owns property described in Exhibits "A" or "B" of the Declaration for development as part of the Residential Properties, it may unilaterally amend these By-Laws for any purpose, provided the amendment has no material adverse effect upon any substantive right of any Owner and does not adversely affect the title to any Unit without the consent of its Owners.

(b) These By-Laws may also be amended upon a resolution duly adopted by the Board and approved by the affirmative vote of Voting Representatives representing a majority of the total Class "A" votes and the consent of the Class "B" Member, so long as such membership exists. In addition, the approval requirements set forth in Article XIV of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Any amendment to be effective must be recorded in the public records of King County, Washington.

CERTIFICATION

I hereby certify:

That I am the duly elected and acting Secretary of Northwest Landing Residential Owners Association, a Washington corporation;

That the foregoing By-Laws constitute the original By-Laws of said Residential Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1st day of March, 1994.

This 1st day of March, 1994.

Secretary

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR NORTHWEST LANDING
RESIDENTIAL PROPERTY - EXHIBIT "D"

DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS

FOR

NORTHWEST LANDING

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Exhibit

DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR NORTHWEST LANDING

THIS DECLARATION is made this 20th day of August, 1992, by WEYERHAEUSER REAL ESTATE COMPANY, Land Management Division (hereinafter referred to as "Declarant").

BACKGROUND STATEMENT

Declarant is the owner (or if not the owner, Declarant has the consent of the owner(s) to subject such property to this Declaration) of all that property which is subject to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property, recorded or to be recorded in the Records of Pierce County, Washington (as amended the "Commercial Declaration"; all property subject to the Commercial Declaration is referred to as the "Commercial Property"). Declarant is also the owner (or if not the owner, Declarant has the consent of the owner(s) to subject such property to this Declaration) of all that property which is subject to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property, recorded or to be recorded in the Records of Pierce County, Washington (as amended the "Residential Declaration"; all property subject to the Residential Declaration is referred to as the "Residential Property").

Declarant desires to provide for maintenance of certain property benefitting the Residential Property and the Commercial Property, for the sharing of costs benefitting the owners of such property and for an allocation of such costs between the members of the Northwest Landing Residential Owners Association ("Residential Association") and the Northwest Landing Commercial Owners Association ("Commercial Association"). Declarant also desires to provide an easement for access by the Commercial Association over and through the Residential Property to the extent necessary to perform its maintenance responsibilities hereunder.

NOW, THEREFORE, Declarant hereby declares that the Commercial Property, the Residential Property and the property submitted to the terms of this Declaration in accordance with Section 4.3 (collectively the "Properties"), shall be held, sold, and conveyed subject to the covenants, conditions and easements contained herein, which shall run with the title to the Properties and shall bind all parties having any right, title, or interest in the Properties, their heirs, successors, and assigns, and shall inure to the benefit of the Commercial Association, the Residential Association and each owner of the Properties.

ARTICLE 1: EASEMENT

Subject to the provisions of this Declaration, Declarant hereby and by recording the Residential Declaration and the recording of any document adding property to the Residential Declaration, grants and conveys to the

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Commercial Association an easement appurtenant to the Commercial Property over the Residential Property for the purpose of maintaining, repairing and replacing the Maintenance Property (as defined below) in accordance with this Declaration.

THE CONTINUED EXISTENCE OF THIS EASEMENT IS EXPRESSLY MADE SUBJECT TO THE CONDITIONS AND RESTRICTIONS CONTAINED HEREIN WHICH SHALL CONSTITUTE COVENANTS RUNNING WITH THE TITLE TO, AND BOTH BENEFITTING AND BURDENING, THE COMMERCIAL PROPERTY AND THE RESIDENTIAL PROPERTY.

ARTICLE II: JOINT MAINTENANCE AND BUDGET

2.1. Maintenance Property. The term "Maintenance Property" means that property more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference. The Maintenance Property is also part of the Area of Common Responsibility under the Commercial Declaration and/or the Residential Declaration.

2.2. Joint Budget. The term "Joint Budget Items" means the expenses associated with maintenance of the Maintenance Property and all other expenses of the associations benefitting both the Residential Property and the Commercial Property as reasonably determined by the Commercial Association's Board.

2.3. Commercial Association Responsibility.

(a) Joint Budget Items. The Commercial Association shall contract for and obtain the services contemplated by the Joint Budget Items and shall have responsibility for the payment of the costs of such items.

(b) Maintenance. The Commercial Association shall maintain, repair, replace, and keep the Maintenance Property in a neat and attractive condition consistent with the Community-Wide Standard established pursuant to the Commercial Declaration.

In the event that all or any part of the Commercial Association's responsibilities under this Section are assumed by any local, state or federal government entity, the Commercial Association shall be relieved of such responsibility to the extent so assumed. The Commercial Association may provide additional or a higher level of maintenance to any affected portion of the Maintenance Property if the Commercial Association's Board determines that such additional maintenance is desirable to maintain the Community-Wide Standard under the Commercial Declaration.

2.4. Insurance. The Commercial Association shall keep in force property and public liability insurance on the Maintenance Property in accordance with the standards for insurance established in the Commercial Declaration. Such insurance shall name the Residential Association as additional insured.

2.5. Right to Request Higher Level of Maintenance. The Residential Association may request at any time that the Commercial Association provide a

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higher level of maintenance as to some or all of the Maintenance Property than that required hereunder and the Commercial Association shall provide such additional maintenance. The Residential Association shall pay all costs resulting from the increase in the level of maintenance.

ARTICLE III: OBLIGATION TO SHARE COSTS

3.1. Responsibility for Assessments. The Residential Association shall pay to the Commercial Association an annual assessment to cover a portion of the costs, including insurance, incurred by the Commercial Association in performing its obligations under Article II of this Declaration. The obligation to pay this assessment shall be mandatory, whether or not the Residential Association agrees with or is satisfied with the manner and extent of performance by the Commercial Association.

3.2. Computation of Assessments. On an annual basis, the Commercial Association shall determine an estimated budget for performing its obligations under this Declaration during the upcoming year, including an appropriate amount to be placed in a reserve fund for capital repairs and replacements. The budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period. Each party's annual assessment shall be a pro rata amount of the annual budget as determined by the following formula:

Total Acreage of Commercial Property (Commercial Property Acreage + Residential Property Acreage)	x Budget	=	Commercial Assessment
Total Acreage of Residential Property (Commercial Property Acreage + Residential Property Acreage)	x Budget	=	Residential Assessment

For purposes of this formula, the total acreage of the Residential Property and the Commercial Property shall be determined annually as of the date that the budget is adopted.

3.3. Payment of Assessments. Within 30 days of receipt of notice of an annual assessment, the Residential Association shall pay to the Commercial Association the entire amount due, unless the Commercial Association's Board provides for the payment to be made in installments. Any assessment delinquent for a period of more than 30 days may incur a reasonable late charge in an amount determined by the Commercial Association's Board plus interest (at a rate equal to the lesser of 18% per annum or the maximum lawful rate) on the principal amount plus all costs of collection, including, but not limited to, reasonable attorneys' fees actually incurred and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after 90 days, the Commercial Association may institute suit to collect such amounts. All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest and then to delinquent assessments.

3.4. Recordkeeping. The Commercial Association shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities hereunder. The books and records and related financial statements shall be made available for inspection and copying upon request by the Residential Association during normal business hours. Copying charges shall be paid by the Residential Association when requesting copies. If the Residential Association desires to have the records audited, it may do so at the expense of the Residential Association, and the Commercial Association shall cooperate by making available to the auditors the records, including all supporting materials (e.g. check copies, invoices, etc.), for the year in question.

If the amount of actual expenses for the year is disputed after audit, the Residential Association and the Commercial Association shall cause a second audit to be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Commercial Association by five percent or more, the Commercial Association shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the Commercial Association by two percent or less, then the Residential Association shall pay the entire cost of the second auditor. Otherwise, the cost of the second auditor shall be shared equally by the Commercial Association and the Residential Association. Variances shall be taken into account in the following year's budget as provided above.

ARTICLE IV: GENERAL

4.1. Notice. Any notice shall be served personally (including delivery by commercial courier service) or shall be mailed by registered or certified mail to the president or secretary of the Residential Association or the Commercial Association. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery (including commercial courier service); or (b) on the third (3rd) day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

4.2. Enforcement. The obligations created hereunder may be enforced by the Declarant, the Commercial Association, the Residential Association and any owner of any portion of the Properties by any means available at law or in equity.

4.3. Amendment.

(a) By Declarant. The Declarant may amend this Declaration unilaterally at any time for the purpose of designating additional property as Maintenance Property or designating certain expenses as Joint Budget Items or deleting any property or Joint Budget Items previously included by filing an amendment to this Declaration in the public records of Pierce County, Washington. The Declarant may also unilaterally amend this Declaration at any time and from time to time if such amendment is necessary to: (i) bring any provision hereof into compliance with any applicable governmental statute or

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regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Commercial Property or Residential Property; or (iii) enable any institution or government lender to make, purchase, insure or guarantee mortgage loans on any portion of the Commercial Property or the Residential Property; provided, however, any such amendment shall not adversely affect the title to any property unless the owner consents in writing. Further, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided therein, Declarant may unilaterally amend this Declaration for any other purpose, so long as such amendment does not materially adversely affect the substantive rights of any owner of any portion of the Properties, nor adversely affect title to any portion of the Properties without the consent of the affected owner.

(b) By Owners. In addition to the above, this Declaration may be amended upon (i) the approval of owners holding a majority of the total votes in the Commercial Association, (ii) the approval of owners holding a majority of the total votes in the Residential Association and (iii), so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of the Declarant. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

(c) Validity of Amendments. Amendments to this Declaration shall become effective when recorded in the public records of Pierce County, Washington, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

4.4. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent allowed by law.

4.5. Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of every owner of any portion of the Properties.

4.6. Interpretation. This Declaration shall be governed by and construed under the laws of the State of Washington.

4.7. Waiver. No failure of the Residential Association or the Commercial Association to exercise any power under this Declaration or insist upon strict compliance with this Declaration and no custom or practice at variance with the terms of this Declaration shall constitute a waiver of the right to demand exact compliance with the terms of this Declaration.

4.8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of

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the last survivor of the now living descendants of Elizabeth II, Queen of England.

4.9. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

4.10. Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provisions or applications.

4.11. Captions. The captions of each Article and Section are inserted only for convenience and do not define, limit, extend, modify or add to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first above written.

WEYERHAEUSER REAL ESTATE COMPANY, Land Management Division

By: Robert L Shedd
Robert L. Shedd, Vice President

STATE OF WASHINGTON

COUNTY OF KING

On this 20th day of August, 1992 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Shedd to me known to be the Vice President of Weyerhaeuser Real Estate Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Janet L Buck
NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor
My Appointment Expires: 5-9-94

2848g - 4/17/92

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BK1001PG2728

Exhibit "1"
MAINTENANCE PROPERTY

The following property shall be included in the Maintenance Property (all parcel references are to the numbered parcels as shown on the attached Exhibit "2" which is incorporated herein by this reference and is intended to show general locations relative to surrounding parcels only):

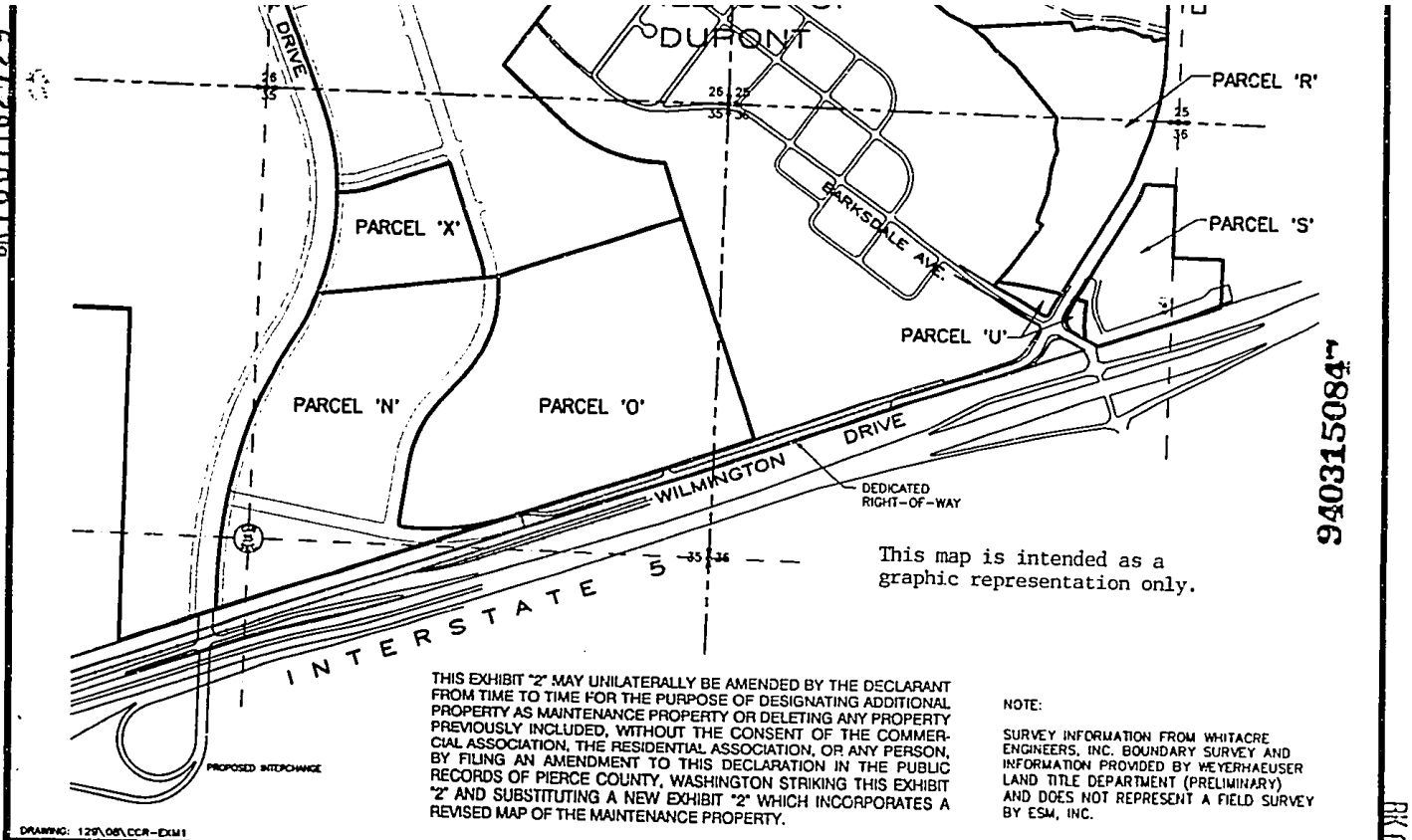
1. Roads, landscaping along roads, trails and storm sewers. At present the roads include Center Drive, Wilmington Drive, International Place, Davis Place, Bell Hill Loop, Williamson Place, and Manchester Place (see map, Exhibit 2).

2. All costs of maintaining, repairing and replacing on-premise signs demarking Northwest Landing.

This Exhibit "1" may unilaterally be amended by the Declarant from time to time for the purpose of designating additional property as Maintenance Property or deleting any property previously included, without the consent of the Commercial Association, the Residential Association, or any person, by filing an amendment to this Declaration in the public records of Pierce County, Washington striking this Exhibit "1" and substituting a new Exhibit "1" which incorporates a revised description of the Maintenance Property.

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BK1001PG2729



THIS EXHIBIT "2" MAY UNILATERALLY BE AMENDED BY THE DECLARANT FROM TIME TO TIME FOR THE PURPOSE OF DESIGNATING ADDITIONAL PROPERTY AS MAINTENANCE PROPERTY OR DELETING ANY PROPERTY PREVIOUSLY INCLUDED, WITHOUT THE CONSENT OF THE COMMERCIAL ASSOCIATION, THE RESIDENTIAL ASSOCIATION, OR ANY PERSON, BY FILING AN AMENDMENT TO THIS DECLARATION IN THE PUBLIC RECORDS OF PIERCE COUNTY, WASHINGTON STRIKING THIS EXHIBIT "2" AND SUBSTITUTING A NEW EXHIBIT "2" WHICH INCORPORATES A REVISED MAP OF THE MAINTENANCE PROPERTY.

NOTE:

SURVEY INFORMATION FROM WHITACRE ENGINEERS, INC. BOUNDARY SURVEY AND INFORMATION PROVIDED BY WEYERHAEUSER LAND TITLE DEPARTMENT (PRELIMINARY) AND DOES NOT REPRESENT A FIELD SURVEY BY ESM, INC.

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DRAWING: 129\08\CCR-EXH1

ESM inc.
941 POWELL AVENUE S.W., SUITE 100
RENTON, WASHINGTON 98055
PHONE: (206) 228-5628

JOB NO. 129-08-944	DATE: 12-17-91
DRAWN: B.A.C.	SHEET 1 OF 2

Weyerhaeuser

WEYERHAEUSER REAL ESTATE COMPANY
LAND MANAGEMENT DIVISION
NORTHWEST LANDING
MAINTENANCE AREA EXHIBIT FOR CCR'S

BK0735PG3940

BK'1001PG2730

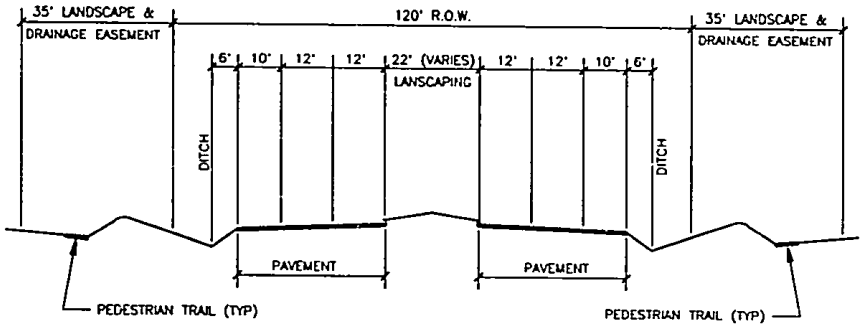
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BK 4081PG2731

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CENTER DRIVE – TYPICAL SECTION

NOT TO SCALE

THIS EXHIBIT "2" MAY UNILATERALLY BE AMENDED BY THE DECLARANT FROM TIME TO TIME FOR THE PURPOSE OF DESIGNATING ADDITIONAL PROPERTY AS MAINTENANCE PROPERTY OR DELETING ANY PROPERTY PREVIOUSLY INCLUDED, WITHOUT THE CONSENT OF THE COMMERCIAL ASSOCIATION, THE RESIDENTIAL ASSOCIATION, OR ANY PERSON, BY FILING AN AMENDMENT TO THIS DECLARATION IN THE PUBLIC RECORDS OF PIERCE COUNTY, WASHINGTON STRIKING THIS EXHIBIT "2" AND SUBSTITUTING A NEW EXHIBIT "2" WHICH INCORPORATES A REVISED MAP OF THE MAINTENANCE PROPERTY.

9112300455

DRAWING: 129\08\CCR-EXH2

ESM inc.
941 POWELL AVENUE S.W., SUITE 100
RENTON, WASHINGTON 98055
PHONE: (206) 228-5626

JOB NO. 129-08-944	DATE: 12-17-91
DRAWN: B.A.C.	SHEET 2 OF 2

Weyerhaeuser

WEYERHAEUSER REAL ESTATE COMPANY
LAND MANAGEMENT DIVISION

NORTHWEST LANDING

MAINTENANCE AREA EXHIBIT FOR CCR'S

BK 0735PG3942

BK1001PG2732

9112300655

BELL HILL PLACE

NOT TO SCALE

BELL HILL PLACE ENTRY ROAD

NOT TO SCALE

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BK0803PG2052

BK1001PG2733

Exhibit "3"
JOINT BUDGET ITEMS

The following are Joint Budget Items under Article II § 2:

1. All amounts contributed to the City of DuPont by the Commercial Property Owners Association to be used for budgeted items such as public safety, fire, police, administration, etc.

This Exhibit "3" may unilaterally be amended by the Declarant from time to time for the purpose of modifying Joint Budget Items without the consent of the Commercial Association, the Residential Association, or any person, by filing an amendment to this Declaration in the public records of Pierce County, Washington striking this Exhibit "3" and substituting a new Exhibit "3" which incorporates a revised list of Joint Budget Items.

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EXHIBIT "E"

Rules Of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Parties are encouraged to select an arbitrator who has experience in the real estate industry and who is familiar with the arbitration of real estate related disputes. The Party Appointed Arbitrators shall, by unanimous agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, or if the Parties earlier agree, Claimant may notify the Washington chapter of The Community Associations Institute ("CAI"), which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall be experienced in the arbitration of real estate related disputes or knowledgeable of real estate issues as determined by the Washington Chapter of CAI. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Residential Properties unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.

10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

12. There will be no posthearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

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10/09/2008 11:55am $47.00
PIERCE COUNTY, WASHINGTON

When Recorded, Return to:

THE QUADRANT CORPORATION
Northwest Landing
Attention: Doug Bonner
8120 Freedom Lane NE, Ste 201
Lacey, WA 98516

THIRTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST LANDING RESIDENTIAL PROPERTY

(Hoffman Hill Division 5, Phase 1 [Village IV])

Grantor: 1)	THE QUADRANT CORPORATION
Grantee: 1)	PLAT OF HOFFMAN HILL DIVISION 5, PHASE 1 (VILLAGE IV)
Legal Description (abbreviated):	The Plat of Hoffman Hill, Division 5, Phase 1 (Village IV), recorded under Pierce County Auditor File Number _____.
☐ Additional on :	_____
Assessor's Tax Parcel ID #:	**0119331014**
Reference Nos. of Documents Released or Assigned:	9405150847; 9609090635; 9609110556; 9705230233; 9710170647; 9803170309; 9803170311; 9905170604; 9912230217; 200008140618; 200104130811; 200204030718; 200209260517; 200303060823; 200304160284; 200308250162; 200311050332; 200312160794; 200405070251; 200408170704; 200411020578; 200411020580; 200505040626; 200509150386; 20068230914; 200802230414; 200612130084

This THIRTY-FOURTH Amendment to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property (the "Amendment") is made by The Quadrant Corporation, a Washington corporation ("Declarant").

BACKGROUND

A. Declarant is the fee owner of a majority of the real property which is subject to or may be made subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property dated March 1, 1994, and recorded in the office of the Pierce County Auditor under file number 9403150847, Book 1001, Page 2645, together with all amendments (collectively, the "Declaration").

B. Article IX, Submissions and Withdrawals of Property, Section 9.1 of the Declaration allows the Declarant to unilaterally subject to the provisions of the Declaration all or any portion of the real property legally described on Exhibit "B" to the Declaration.

C. Declarant is the fee owner of certain real property lying within the boundaries of the real property legally described on Exhibit "B" to the Declaration and that is more particularly described on Exhibit "A" and depicted on Exhibit "B" of this THIRTY-FOURTH Amendment (the "Property")

D. Article III, Neighborhoods and Voting Groups, Section 3.3(a) of the Declaration provides that the Declarant shall initially assign any property submitted to the Declaration to an existing or newly created Neighborhood by name, and that Declarant may unilaterally amend the Declaration to re-designate Neighborhood boundaries.

E. Declarant desires to subject the Property to the provisions of the Declaration as part of the overall plan for development of the master planned community in DuPont, Washington, known as Northwest Landing.

F. Submissions of real property pursuant to Article IX, Section 9.1 are accomplished by and effective upon the recording of a supplemental or amended declaration in the public records of Pierce County, Washington.

G. This THIRTY-FOURTH Amendment follows in numerical order the Thirty-Second Amendment to the Declaration. There was no Thirty-First Amendment to the Declaration.

AMENDMENT

1. In accordance with the background set forth above, and pursuant to and in conformance with the provisions of Article IX, Declarant hereby subjects the Property that is legally described on Exhibit "A" and depicted on Exhibit "B" to this Amendment to the provisions of the Declaration.

2. The Property is hereby assigned to the Neighborhood known as "Hoffman Hill Village."

CONCLUSION

In all other respects the Declaration described above is hereby ratified and shall remain in full force and effect.

THE QUADRANT CORPORATION,
a Washington corporation

Date: 7/8/08

Gregory D. Moore
By: Gregory D. Moore
Its: Vice President

STATE OF WASHINGTON }
ss.
COUNTY OF PIERCE

On this day personally appeared before me Gregory D. Moore, to me known to be the Vice President of **THE QUADRANT CORPORATION**, a Washington corporation, the company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8th day of July, 2008.

Gina M Gorman
Printed Name Gina M Gorman
NOTARY PUBLIC in and for the State of Washington,
residing at Puyallup
My Commission Expires 11-15-08

GINA M. GORMAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-15-08

ESM CONSULTING ENGINEERS LLC

The Quadrant Corporation
Job No. 129-047-982-0010
May 20, 2008

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

That portion of Section 33, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the east quarter corner of said Section 33, being a 6" x 6" inch concrete monument with hole in center, also known as Fort Lewis Monument No. 281, as shown on that record of survey by ESM, Inc. recorded under Pierce County Recording No. 9303050249;

THENCE along the monumented Fort Lewis boundary as shown on said record of survey, S 01°57'26" W, 247.94 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said monumented Fort Lewis boundary, S 01°57'26" W, 1077.42 feet to a 6" x 6" concrete monument with brass disc and P.K. nail, also known as Fort Lewis Monument No. 282 as shown on that record of survey;

THENCE along the south line of the northeast quarter of the southeast quarter of said Section 33 as shown on said record of survey, N 88°23'50" W, 1324.57 feet to a 3" diameter concrete monument with 1-1/2" brass disc with punch, at the southwest corner of said subdivision as shown on said survey;

THENCE along the west line of said northeast quarter of the southeast quarter, N 01°57'18" E, 1327.59 feet to a 6" x 6" concrete monument with large "X" at the northwest corner of said subdivision as shown on said survey;

THENCE N 20°23'38" E, 96.75 feet;

THENCE N 11°11'04" E, 49.00 feet to a point of curvature;

33915 1st Way South
Suite 200
Federal Way, WA 98003

Tel (253) 838 6113
Fax (253) 838 7104
Toll Free (800) 345 5694

Bothell (425) 415 6144
www.esmcivil.com

Civil Engineering
Project Management
Land Surveying

Land Planning
Public Works
Landscape Architecture

THENCE northeasterly 36.57 feet along the arc of a non-tangent curve to the left, having a radius of 24.50 feet, the radius point of which bears N 11°11'04" E, through a central angle of 85°31'56" to a point of reverse curvature;

THENCE northerly 75.95 feet along the arc of a tangent curve to the right, having a radius of 604.50 feet, through a central angle of 07°11'56" to a point of tangency;

THENCE N 22°51'04" E, 92.15 feet to the southerly line of the plat of "Hoffman Hill Division 4 Phase 2B (Village IV)" as recorded under Pierce County Recording No. 200608105004;

THENCE along said southerly line of said plat, the following courses:

N 22°51'04" E, 177.80 feet;

S 67°08'56" E, 59.00 feet to the most southerly point on the easterly margin of Hoffman Hill Boulevard as depicted on said plat, said margin being on the westerly line of the plat of "Hoffman Hill Division 4 Phase 3 (Village IV)" as recorded under Pierce County Recording No. 200702235002;

THENCE along said westerly line and the southerly line of said plat of "Hoffman Hill Division 4 Phase 3 (Village IV)", the following courses:

S 22°51'04" W, 177.80 feet;

S 67°08'56" E, 152.51 feet;

S 40°14'53" E, 467.52 feet;

S 15°14'05" E, 147.92 feet;

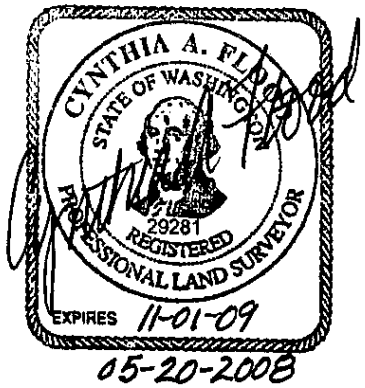
S 88°23'50" E, 647.60 feet to the TRUE POINT OF BEGINNING;

EXCEPT that portion thereof conveyed to Pierce County by deed recorded under Pierce County Recording No. 200711070297.

See attached Exhibit "B".

Written by: D.L.R.
Checked by: C.A.F.

\\esm8\engr\esm-jobs\129\47\979\document\legal-003.doc

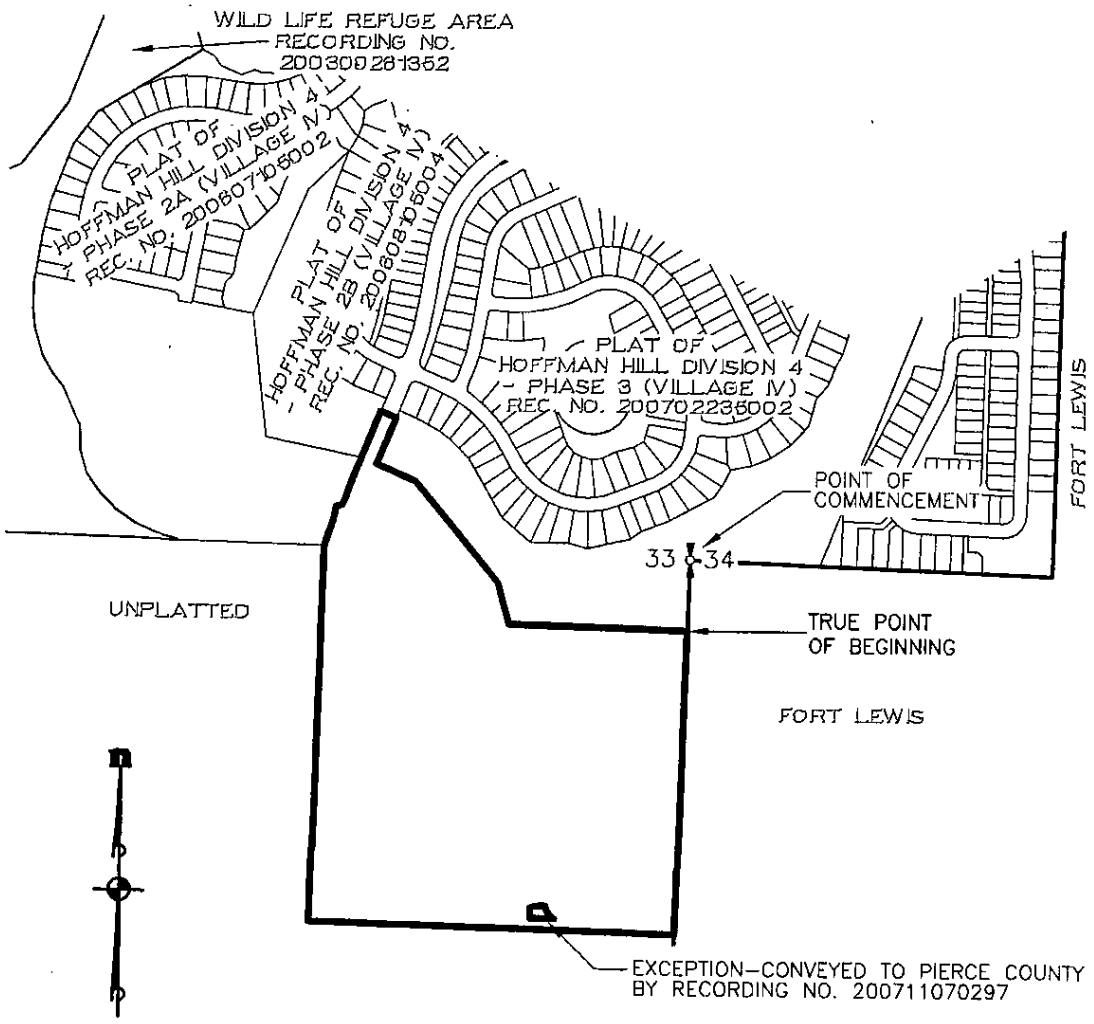


05-20-2008

EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION FOR THE PLAT OF "HOFFMAN HILL DIVISION 5 PHASE 1 (VILLAGE IV)"

A PORTION OF SECTION 33, T. 19 N., R. 1 E., W.M.,
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE: 1"=600'

ESM CONSULTING ENGINEERS LLC
33915 1st Way South #200
Federal Way, WA 98003
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
www.esmcivil.com
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

JOB NO. 129-47-982-0010
DRAWING : 129\47\979\EXHIBITS\SR-03
DATE : 05-20-08
DRAWN : WDD/CAF
SHEET 1 OF 1

RH0168W Northpoint

200901070222 4 PGS
01/07/2009 11:54am $45.00
PIERCE COUNTY, WASHINGTON

After recording return to:
NoJack4 LLC
1420 Fifth Ave., Suite 2200
Seattle, WA 98101

Courtesy Recording ONLY
No liability for validity and/or accuracy
assumed by Northpoint Escrow + Title

Reference: 30001584- -316- -CSR

STATUTORY WARRANTY DEED

THE GRANTOR. **The Quadrant Corporation, a Washington corporation,**

for and in consideration of Ten ($10.00) Dollars and other good and valuable consideration

in hand paid, conveys and warrants to **NoJack4 LLC, a Washington limited liability company**

the following described real estate, situated in the County of **Pierce**, State of **Washington**:

See Attached Exhibit "A"

Subject to: Those items specifically set forth on Exhibit "A" attached hereto.
Abbreviated Legal: Tracts I, J and O, Hoffman Hill division 5 Phase 1 (Village IV)

Tax Parcel Number(s): 3001171240; 3001171250; 3001171290

NORTHPOINT ESCROW AND TITLE, LLC

45

4204726 2 PGS
01/07/2009 10:58am CCOMITA
EXCISE COLLECTED:$39,338.00 PRO.FEE:$0.00
AUDITOR
PIERCE COUNTY, WA STATE FEE:$5.00

Reference: Statutory Warranty Deed **30001584 316 CSR**

Statutory Warranty Deed - The Quadrant Corporation - NoJack4 LLC - page 2

Dated: **January 5, 2009**

SELLER:

The Quadrant Corporation

State of Washington

SS:

County of King

On this 6TH day of January, 2009, before me the undersigned, a Notary Public in and for the State of Washington, duly appointed and sworn personally appeared PETER M. ORSER to me known to be the PRESIDENT of The Quadrant Corporation the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.
Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington.
Residing at KIRKLAND.
My Appointment expires: 9/15/11.

GAIL M. ACHESON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 9-15-11

Order No. **GC - 11108604**

EXHIBIT "A"

TRACTS I, J, AND O OF HOFFMAN HILL DIVISION 5 PHASE 1 (VILLAGE IV), ACCORDING TO THE PLAT RECORDED UNDER RECORDING NO. 200810095003, RECORDS OF PIERCE COUNTY AUDITOR;

SITUATE IN THE CITY OF DUPONT, COUNTY OF PIERCE, STATE OF WASHINGTON

SUBJECT TO AND TOGETHER WITH:

ANY UNPAID ASSESSMENTS OR CHARGES, AND LIABILITY FOR FURTHER ASSESSMENTS OR CHARGES BY NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION.

EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM WEYERHAEUSER COMPANY, A WASHINGTON CORPORATION, RECORDED DECEMBER 9, 1991, UNDER RECORDING NO. 9112090237, WHEREBY THE FIRST PARTY EXPRESSLY SAVES, EXCEPTS AND RESERVES OUT OF THE GRANT HEREBY MADE UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS FOREVER, ALL ORES AND MINERALS OF ANY NATURE WHATSOEVER IN OR UPON SAID LANDS, INCLUDING COAL, OIL AND GAS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LANDS FOR THE PURPOSE OF EXPLORING THE SAME FOR SUCH ORES AND MINERALS, AND FOR THE PURPOSE OF DRILLING, OPENING, DEVELOPING AND WORKING MINES AND WELLS THEREON, AND TAKING OUT AND REMOVING THEREFROM ALL SUCH ORES AND MINERALS, AND TO OCCUPY AND MAKE USE OF SO MUCH OF THE SURFACE OF SAID LAND AS MAY BE REASONABLY NECESSARY FOR SAID PURPOSE; PROVIDED THAT THE SECOND PARTY, THEIR HEIRS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS SHALL BE PAID JUST AND REASONABLE COMPENSATION FOR ANY INJURY OR DAMAGE TO THE SURFACE OF SAID LAND, TO THE CROPS OR TO THE IMPROVEMENTS THEREON BY THE EXERCISE OF ANY RIGHTS HEREIN RESERVED; BUT PROVIDED FURTHER THAT THE EXERCISE OF SUCH RIGHT BY THE FIRST PARTY SHALL NOT BE POSTPONED OR DELAYED PENDING REASONABLE EFFORTS TO AGREE UPON OR HAVE DETERMINED SUCH JUST AND REASONABLE COMPENSATION.

SAID INSTRUMENT WAS AMENDED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9405130746.

MATTERS SET FORTH BY SURVEY:

RECORDED:	MARCH 5, 1993
RECORDING NO.:	9303050249
DISCLOSES:	LOCATION OF FENCE LINES

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED:	DECEMBER 1, 1999
RECORDING NO.:	9912010353
REGARDING:	SCHOOL MITIGATION

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUGET SOUND ENERGY, INC.
PURPOSE:	TEMPORARY OVERHEAD ELECTRICAL POWER AND DISTRIBUTION LINES
AREA AFFECTED:	A PORTION OF SAID PREMISES
RECORDED:	JUNE 9, 2006
RECORDING NO.:	200606090282

PROVISIONS CONTAINED IN THE ARTICLES OF INCORPORATION AND BYLAWS OF NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION.

ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY HOFFMAN HILL DIVISION 5 PHASE 1 (VILLAGE IV) UNDER RECORDING NI. 200810095003.

THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SHOWN ON THE PLAT OR SURVEY TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.

AGREEMENT FOR RIGHT OF WAY AND LANDSCAPING MAINTENANCE FOR HOFFMAN HILL DIVISION 5 PHASE 1 (VILLAGE IV) AND THE TERMS AND CONDITIONS THEREOF:

RECORDED:	OCTOBER 9, 2008
RECORDING NO.:	200810090246

ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY DECLARATION FOR NORTHWEST LANDING RESIDENTIAL PROPERTY RECORDED UNDER RECORDING NO. 9403150847, AND ANY AMENDMENTS THERETO.

THIRTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST LANDING RESIDENTIAL PROPERTY (HOFFMAN HILL DIVISION 5, PHASE 1 VILLAGE IV) AND THE TERMS AND CONDITIONS THEREOF:

RECORDED:	OCTOBER 9, 2008
RECORDING NO.:	200810090245

THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SHOWN ON THE PLAT OR SURVEY TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.

UNRECORDED LEASEHOLDS, IF ANY; RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS ON PERSONAL PROPERTY INSTALLED UPON THE LAND; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.

200908100508 13 PGS
08/10/2009 2:15pm $74.00
PIERCE COUNTY, WASHINGTON

When Recorded, Return to:

QUADRANT HOMES
Attention: David Renaud
PO Box 130
Bellevue, WA 98009

NOTIFICATION REGARDING ROCKERY WALLS AND LATERAL SUPPORT IMPROVEMENTS (HOFFMAN HILL DIVISION 5 PHASE 1)

Grantor: 1)	THE QUADRANT CORPORATION
Grantee: 1)	PLAT OF HOFFMAN HILL DIVISION 5, PHASE 1
Legal Description:	Lots 63, 66, 68, 70, 72, 74, 76, 86, 93, 95, 97, 99, 101, 102, 104, 105-118, of Plat of Hoffman Hill Division 5 Phase 1 (Village IV) as recorded under Recording No.200810095003, Records of Pierce County, Washington
☐ Additional on :	
Assessor s Tax Parcel ID #:	3001170630, 3001170660, 3001170680, 3001170700, 3001170720, 3001170740, 3001170760, 3001170860, 3001170930, 3001170950, 3001170970, 3001170990, 3001170101, 3001170102, 3001170104, 3001170105, 3001170106, 3001170107, 3001170108, 3001170109, 3001170110, 3001170111, 3001170112, 3001170113, 3001170114, 3001170115, 3001170116, 3001170117, 3001170118
Reference Nos. of Documents Released or Assigned:	N/A

THIS NOTIFICATION is made this 3RD day of AUGUST 2009 by **THE QUADRANT CORPORATION**, a Washington corporation ("Quadrant").

RECITALS

A. Quadrant is the owner of Hoffman Hill Division 5, Phase 1, a plat within the master planned community commonly known as Northwest Landing, located in the City of DuPont, Pierce County. A copy of the approved plat for Phase 1 is attached hereto as **EXHIBIT A.**

B. Certain lots within Phase 1 contain rockery walls, lateral support areas, and underground reinforcing fabric, that are integral to the lateral support structure of these lots.

C. In order to protect the rockery walls within Phase 1, and the lots supported by them, Quadrant provides the following notification.

NOTIFICATION

1. ROCKERY WALLS.

1.1 Location and Purpose of Rockery Walls. Phase 1 contains or is benefited by rockery walls at the following locations:

(a) Along the rear yards of Lots 76 and 104-118, for the benefit of the lots on which the walls are located,.and for the benefit of Tract F and Tract C; and

(b) Along the side yard of Lots 63, 66, 68, 70, 72, 74, 76, 86, 93, 95, 97, 99, 101, 102, 104, 105, 107, 109, 111, 113, 115, and 117, for the benefit of the lots on which the walls are located, and for the benefit of Tract E, Lots 65, 67, 69, 71, 73, an adjacent right-of-way, and Lots 85, 92, 94, 96, 98, 100, 105, 104, 106, 108, 110, 112, 114, and 116, respectively.

1.2 Protection of Rockery Walls. To ensure the integrity of rockery walls, the owners of the lots identified in Section 1.1 above should avoid removing or altering the face of the rockery walls, or excavating within three feet of the base of the rockery walls.

2. LATERAL SUPPORT AREAS.

2.1 Location and Purpose of Lateral Support Areas. The rockery walls within Phase 1 are supported by "Lateral Support Areas."

2.2 Size of Lateral Support Areas. The Lateral Support Areas extend horizontally away from the rockery walls at a distance approximately equal to the height of the rockery wall, as depicted in EXHIBIT B hereto.

2.3 Protection of Lateral Support Areas. The owners of the lots with Lateral Support Areas are hereby notified that, in order to protect the structural integrity of the rockery walls, no buildings or structures should be placed within the Lateral Support Area on their lots.

EXECUTED the day and year first above written.

THE QUADRANT CORPORATION,
a Washington corporation

Date: AUGUST 3, 2009

By: Richard M. Leir
Its: Assistant Vice President

STATE OF WASHINGTON }
ss.
COUNTY OF KING

On this day personally appeared before me Richard M. Leir, to me known to be the Assistant Vice President of **THE QUADRANT CORPORATION**, a Washington corporation, the company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

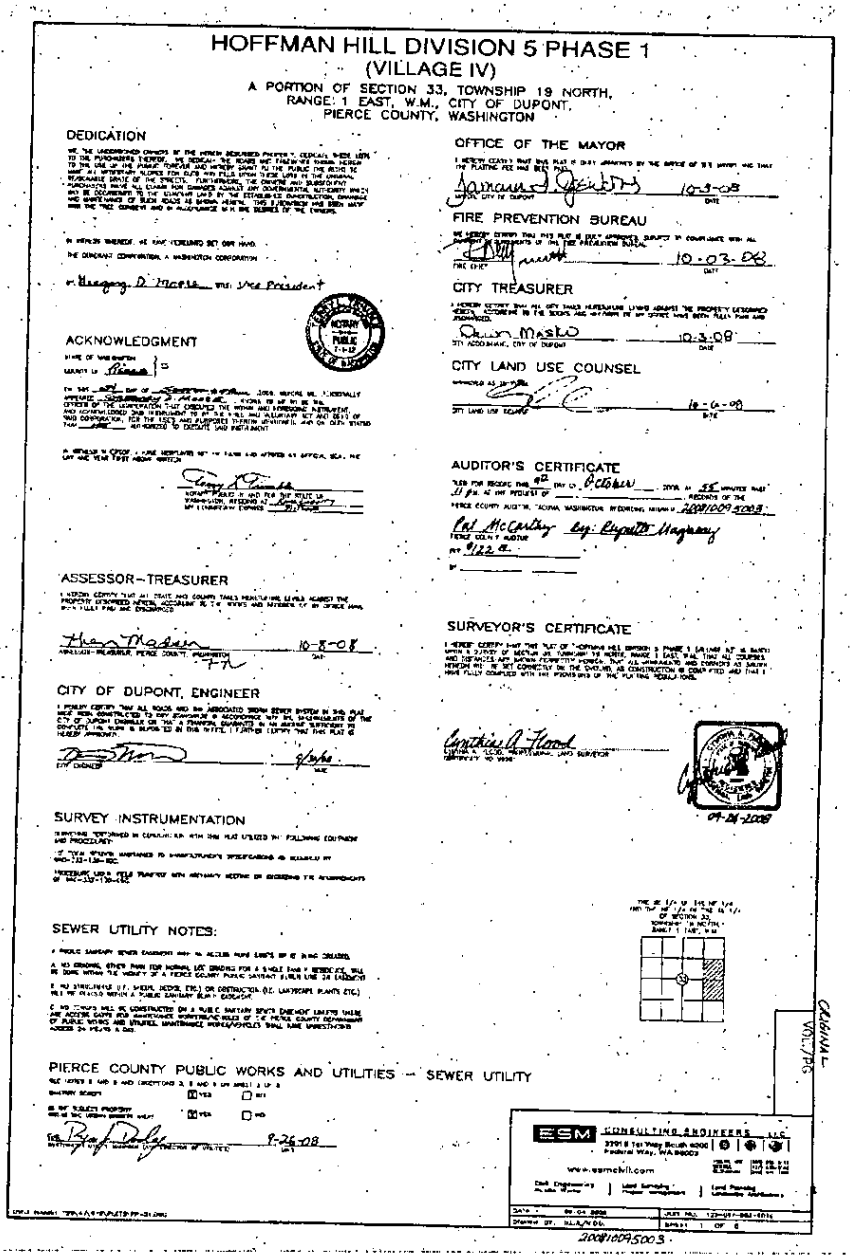
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3RD day of AUGUST, 2009.

GAIL M. ACHESON NOTARY PUBLIC COMMISSION EXPIRES 9-15-11 STATE OF WASHINGTON

Printed Name GAIL M ACHESON
NOTARY PUBLIC in and for the State of Washington,
residing at KIRKLAND
My Commission Expires 9/15/09

FILE FOR RECORD AND RETURN TO:
Doug Bonner
The Quadrant Corporation
1408 Palisade Blvd.
DuPont, WA 98327

EXHIBIT A



HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON

DEDICATION

THE DUNCANNON COMPANY, A WASHINGTON CORPORATION

BY Gregory D. Morris ITS Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF Pierce } SS

NOTARY PUBLIC
STATE OF WASHINGTON

SIGNATURE
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT Lakewood
MY COMMISSION EXPIRES 7-1-12

ASSESSOR-TREASURER

10-8-08
ASSESSOR-TREASURER, PIERCE COUNTY, WASHINGTON DATE

CITY OF DUPONT, ENGINEER

9/26/08
CITY ENGINEER DATE

SURVEY INSTRUMENTATION

SEWER UTILITY NOTES:

PIERCE COUNTY PUBLIC WORKS AND UTILITIES — SEWER UTILITY

☒ YES ☐ NO

☒ YES ☐ NO

9-26-08
DATE

OFFICE OF THE MAYOR

10-3-08
CITY OF DUPONT DATE

FIRE PREVENTION BUREAU

10-03-08
FIRE CHIEF DATE

CITY TREASURER

10-3-08
CITY TREASURER, CITY OF DUPONT DATE

CITY LAND USE COUNSEL

10-6-08
CITY LAND USE COUNSEL DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 6th DAY OF October, 2008, AT 55 MINUTES PAST 11 A.M. AT THE REQUEST OF ESM CONSULTING ENGINEERS, LLC
RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON, RECORDING NUMBER 200810095003

Paul McCarthy by: Elizabeth Mayberry
PIERCE COUNTY AUDITOR
BY 9122 A.
DEPUTY

SURVEYOR'S CERTIFICATE

Cynthia A. Flood
CYNTHIA A. FLOOD, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 19598

09-26-2008

ESM CONSULTING ENGINEERS, LLC
3701 S 1st Way South #200
Federal Way, WA 98003
www.esmcivil.com
Civil Engineering | Land Surveying | Land Planning

DATE: 09-04-2008
SHEET 1 OF 2

200810095003

ORIGINAL

VOL. 175

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, BEING A 6" X 6" HIGH CONCRETE MONUMENT WITH HOLE IN DEVICE, ALSO KNOWN AS FORT LEWIS MONUMENT NO. 281, AS SHOWN ON THAT RECORD OF SURVEY BY ESM, INC. RECORDED UNDER PIERCE COUNTY RECORDING NO. 8303030049;

THENCE ALONG THE MONUMENTED FORT LEWIS BOUNDARY AS SHOWN ON SAID RECORD OF SURVEY, S 01°07'15" W, 267.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MONUMENTED FORT LEWIS BOUNDARY, S 01°07'28" W, 1017.42 FEET TO A 6" X 6" CONCRETE MONUMENT WITH BRASS DISC AND P.K. NAIL, ALSO KNOWN AS FORT LEWIS MONUMENT NO. 252 AS SHOWN ON THAT RECORD OF SURVEY;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AS SHOWN ON SAID RECORD OF SURVEY, N 88°37'50" W, 1334.13 FEET TO A 3" DIAMETER CONCRETE MONUMENT WITH 1-1/2" BRASS DISC WITH PUNCH, AT THE SOUTHWEST CORNER OF SAID SUBDIVISION AS SHOWN ON SAID SURVEY;

THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, N 01°07'10" E, 1323.28 FEET TO A 6" X 6" CONCRETE MONUMENT WITH LARGE "X" AT THE NORTHWEST CORNER OF SAID SUBDIVISION AS SHOWN ON SAID SURVEY;

THENCE N 27°37'38" E, 96.75 FEET;

THENCE N 17°11'06" E, 48.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY 28.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 21.50 FEET, THE RADIUS POINT OF WHICH BEARS N 17°11'06" E, THROUGH A CENTRAL ANGLE OF 89°31'54" TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY 72.93 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 504.50 FEET, THROUGH A CENTRAL ANGLE OF 07°13'02" TO A POINT OF TANGENCY;

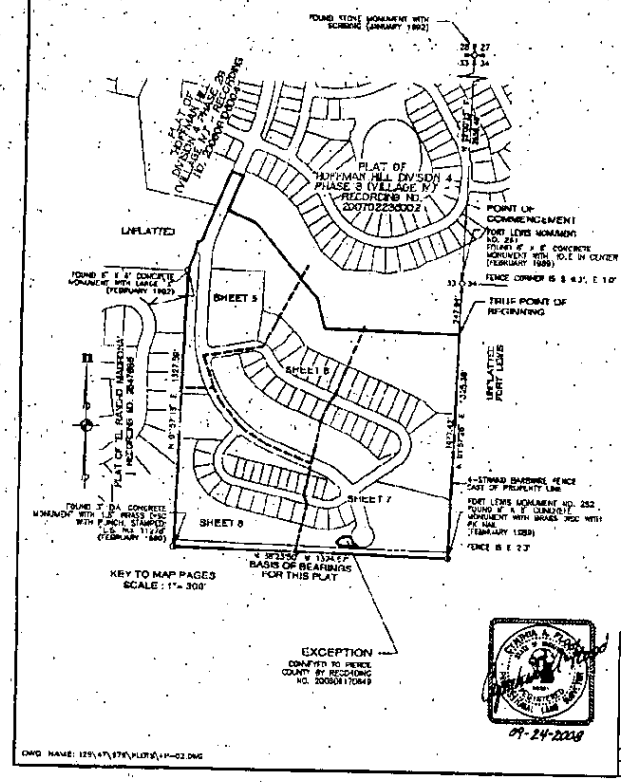
THENCE N 22°51'04" E, 92.15 FEET TO THE SOUTHERLY LINE OF THE PLAT OF HOFFMAN HILL DIVISION 4 PHASE 2B (VILLAGE IV) AS RECORDED UNDER PIERCE COUNTY RECORDING NO. 200808185004;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PLAT THE FOLLOWING COURSES:

1. S 22°51'04" E, 177.80 FEET;
2. S 67°08'56" E, 152.91 FEET;
3. S 40°14'23" E, 487.64 FEET;
4. S 15°14'05" E, 147.92 FEET;
5. S 88°23'56" E, 847.86 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO PIERCE COUNTY BY CORRECTION STATUTORY WARRANTY DEED RECORDED UNDER PIERCE COUNTY RECORDING NO. 200809173643;

SITUATE IN THE CITY OF DUPONT, COUNTY OF PIERCE, STATE OF WASHINGTON.



BASIS OF HORIZONTAL DATUM

1) THE BASIS OF HORIZONTAL DATUM IS CORPS OF ENGINEERS "U.S. MPW" BEARING FROM EXISTING 1983 U.S.C.S. MONUMENT NO. 274 TO EXISTING FORT LEWIS MONUMENT WITH 3" ALUMINUM DISK STAMPED "CORPS OF ENGINEERS-U.S. ARMY BOUNDARY RESERVATION - DO NOT DISTURB - U.S. NO 11278" - A 88°33'16" W, 1937.09'

2) FOR ADDITIONAL SURVEYORIAL INFORMATION SEE THAT RECORD OF SURVEY BY ESM, INC. RECORDED UNDER PIERCE COUNTY RECORDING NO. 8303080249

3) A DIFFERENT BASIS OF BEARINGS FOR THIS PLAT IS DESCRIBED HEREIN.

ESM CONSULTING ENGINEERS LLC
33915 1st Way South #200
Federal Way, WA 98003
www.esmcivil.com
Civil Engineering | Land Surveying | Land Planning
Public Works | Project Management | Landscape Architecture

DATE: 09-24-2008	JOB NO.: 129-047-007-0010
DRAWN BY: DLR/EAT/WDD	SHEET 2 OF 4

CWD NAME: I:\29\47\STR\PLATS\1P-02.DWG

200810095005

VOL./PG.

ORIGINAL

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

NOTES

1) A REBAR AND PLASTIC CAP MARKED "ESM, INC. 24284/29291" SHALL BE SET AT ALL REAR LOT CORNERS AND LOT ANGLE POINTS, EXCEPT AS NOTED. THERE MAY BE INSTANCES WHERE A PK NAIL AND BRASS TAG MARKED "LS 29794/LS 29291" ARE SET AT GRADE CONTROL OR LOT LINES IF PRINTS WHEN AN OBSTACLE PREVENTS SETTING A REBAR AND CAP. THE INTERSECTION OF LOT LINES WITH STREET IMPROVEMENTS SHALL BE REFERENCED BY A PK NAIL AND BRASS TAG MARKED "LS 24284/LS 29291" SET ON THE TOP OF CURB OR THICKENED EDGE OF PAVEMENT ON THE EXTENSION OF THE LOT LINE. LOT CORNERS OR STREET MONUMENTS NOT SET AT THE TIME OF PLAT RECORDING SHALL BE BONDED FOR AND SHALL BE SET AS CONSTRUCTION IS COMPLETED.

2) FOR ADDITIONAL SURVEYATIONAL INFORMATION SEE THAT RECORD OF SURVEY BY ESM, INC. RECORDED UNDER PIERCE COUNTY RECORDING NO. 8303250249.

3) AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO PUGET SOUND ENERGY, INC., QWEST-PIERCE TELEPHONE COMPANY (QUALITY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON FIVE (5) PRIVATE STREET(S), IF ANY, AND THE EXTERIOR 7.00 FEET OF LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL PUBLIC STREET(S) AS DEDICATED HEREON, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE AND OTHER UTILITY SERVICE, TOGETHER THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED, UPON GRANTEE'S COMPLETION OF ANY MAINTENANCE, REPAIR, REMOVAL OR REPLACEMENT OF THE UTILITY SYSTEMS GRANTEE SHALL AT ITS SOLE COST: (1) RESTORE THE EASEMENT AREA TO A CONDITION SUBSTANTIALLY EQUAL TO THE CONDITION IT WAS IN IMMEDIATELY PRIOR TO GRANTEE'S CONDUCTING SUCH ACTIVITIES, AND (2) REMOVE FROM SUCH AREA ALL MATERIALS, SUPPLIES, EQUIPMENT, AND DEBRIS BROUGHT ONTO THE EASEMENT AREA BY GRANTEE OR ITS CONTRACTORS OR SUBCONTRACTORS IN CONNECTION WITH SUCH ACTIVITIES.

4) AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DUPONT AND WITH A UTILITY PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOR PUBLIC AND PRIVATE STORM DRAINAGE, WATER STORAGE, IRRIGATION, AND OTHER UTILITIES UNDER AND UPON TEN (10) FEET OF LOTS AND TRACTS ADJACENT TO AND ABUTTING PUBLIC STREETS OR ROADS, PARALLEL WITH AND ADJOINING EXISTING OR PROPOSED ACCESS RIGHT OF WAY AS DEPICTED HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. ALSO HEREBY GRANTED IS THE RIGHT TO USE ALL STREET AND ROAD RIGHTS OF WAY FOR THE SAME PURPOSES. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING. [THE 10 FOOT WIDE EASEMENT ADJOINING STREETS MAY CONTAIN PRIVATE STORM DRAINAGE SYSTEMS AS SHOWN ON THE APPROVED ENGINEERING DRAWINGS ON FILE AT THE CITY OF DUPONT. THE MAINTENANCE OF THESE PRIVATE STORM DRAINAGE SYSTEMS SHALL BE THE RESPONSIBILITY OF THOSE LOT OWNERS BENEFITING FROM SAID SYSTEMS.]

5) THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO HOFFMAN HILL BOULEVARD FROM LOT 78, WHICH ABUTS IT.

6) THE CITY SHALL HAVE THE RIGHT TO ENTER ALL EASEMENTS DEDICATED TO THE CITY TO INSTALL, LAY, CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN SITE UTILITIES. NO PERMANENT STRUCTURES SHALL BE ERECTED ON OR ENCROACHMENTS SHALL BE PLANTED IN THE AREA. NO OTHER UTILITY OR STRUCTURE SHALL BE LOCATED CLOSER THAN 5 FEET FROM A CITY UTILITY. THE OWNER SHALL OBTAIN THE WRITTEN CONSENT OF THE CITY PRIOR TO THE INSTALLATION OF ANY UTILITY OR STRUCTURE ACROSS CITY EASEMENTS.

7) ALL LOTS ARE HEREBY SUBJECT TO AN EASEMENT 2.50 FEET IN WIDTH PARALLEL WITH AND ADJOINING ALL INTERIOR LOT LINES AND 5.00 FEET IN WIDTH PARALLEL WITH AND ADJOINING ALL REAR LOT LINES FOR THE PURPOSE OF MINOR STORM DRAINAGE. IN THE EVENT A LOT LINE ADJUSTMENT IS APPROVED BY THE CITY AFTER THE RECORDING OF THIS PLAT, THE EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE STORM DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE LOTS AND/OR TRACTS CROSSING BENEFIT FROM SAID EASEMENT. NO STRUCTURES OTHER THAN DRIVEWAYS, FENCES OR YARD ORNAMENTS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS. THESE EASEMENTS HAVE NOT BEEN DEPICTED HEREON.

8) ALL LOTS WITHIN THIS PLAT ARE SERVED BY A PUBLIC SANITARY SEWER SYSTEM WHICH IS CONNECTED TO PIERCE COUNTY'S SANITARY SEWER.

9) PIERCE COUNTY AND THE CITY OF DUPONT, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND/OR ASSIGNS AND ITS CONTRACTORS, ARE HEREBY GRANTED A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND UNIMPEDED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STORM DRAINAGE, WATER AND SANITARY SEWER PIPES, MANHOLES AND OTHER UTILITY APPURTENANCES OVER, UNDER AND ACROSS THE EASEMENTS AND THE PRIVATE AND PUBLIC ROADS SHOWN ON THE FACE OF THE PLAT.

10) TRACT A IS DEDICATED AND CONVEYED TO THE CITY OF DUPONT UPON THE RECORDING OF THIS PLAT FOR A NEIGHBORHOOD PARK. THE CITY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

11) TRACT H IS DEDICATED AND CONVEYED TO THE CITY OF DUPONT UPON THE RECORDING OF THIS PLAT FOR STORM DRAINAGE FACILITIES. THE CITY OF DUPONT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACT, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

12) TRACT K IS DEDICATED AND CONVEYED TO THE CITY OF DUPONT UPON THE RECORDING OF THIS PLAT FOR ROAD PURPOSES. THE CITY OF DUPONT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT, AND THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS CONTAINED THEREIN.

13) TRACTS M AND N ARE DEDICATED AND CONVEYED TO THE NORTHRIDGE LANDING RESIDENTIAL OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT FOR NEIGHBORHOOD MAILBOX PURPOSES. SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACTS, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4. THE ENTIRETY OF TRACT M IS SUBJECT TO SIDEWALKS FOR WALK.

14) TRACTS C, J AND T ARE DEDICATED AND CONVEYED TO THE CITY OF DUPONT FOR OPEN SPACE PURPOSES UPON THE RECORDING OF THIS PLAT. THESE TRACTS MAY CONTAIN STORM DRAINAGE FACILITIES. THE CITY OF DUPONT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACTS, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

15) TRACTS I, J AND R ARE RESERVED BY THE QUADRANT CORPORATION UPON THE RECORDING OF THIS PLAT FOR FUTURE DEVELOPMENT PURPOSES. THE QUADRANT CORPORATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IMPROVEMENTS WITHIN SAID TRACTS, WITH THE EXCEPTION OF THOSE UTILITIES OWNED AND MAINTAINED BY UTILITY PROVIDERS LISTED IN NOTES 3 AND 4.

16) TRACT O AS SHOWN ON THE PRELIMINARY PLAT FOR HOFFMAN HILL DIVISION 5 (VILLAGE IV) WAS CONVEYED TO PIERCE COUNTY BY CORRECTION STATUTORY WARRANTY DEED RECORDED UNDER PIERCE COUNTY RECORDING NO. 200809170949

EXCEPTIONS TO THE TITLE REPORT

LEGAL DESCRIPTION, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ARE FROM LANDAMERICA TITLE INSURANCE COMPANY, AMENDED SUBDIVISION GUARANTEE NO. 113078114 DATED SEPTEMBER 24, 2008 AT 8:00 AM. PREPARING THIS PLAT, ESM HAS NOT CONDUCTED AN INDEPENDENT TITLE SEARCH NOR IS ESM AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT. ESM HAS WHOLLY RELIED ON THE ABOVE REFERENCED SUBDIVISION GUARANTEE TO PREPARE THIS PLAT AND THEREFORE DISCLAIMS THE PLATS ACCURACY AND COMPLETENESS TO THAT EXTENT.

1) SUBJECT TO (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, EASEMENTS OR TORTABLE SERVITUDES; OR, (D) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), (C) OR (D) ARE SHOWN BY THE PUBLIC RECORDS.

2) SUBJECT TO GENERAL PROPERTY TAXES AND SERVICE CHARGES FOR TAX ACCOUNT NUMBER 0119321014

3) SUBJECT TO THE TERMS, CONDITIONS AND ASSESSMENTS OF U.L.I.D. NO. 99-1.

4) SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM WEYERHAEUSER COMPANY AS RECORDED UNDER RECORDING NO. 9112090237, SAID DEED RESERVES THE RIGHTS TO ALL LAKES AND MINERALS ON ANY FUTURE SUBDIVISION OF OR UPON SAID LANDS, AMENDED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9405133746.

5) SUBJECT TO THE MATTERS REGARDING FENCE LOCATIONS SET FORTH BY SURVEY RECORDED UNDER RECORDING NO. 9303050249

6) SUBJECT TO SCHOOL MITIGATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 9812210353.

7) SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF FOR INGRESS AND EGRESS AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 200306251330. THE LOCATION OF SAID EASEMENT IS NOT LOCATED HEREIN AS SAID EASEMENT STATES IT SHALL BE REPLACED BY ACCESS THROUGH AREAS THAT ARE PLATTED FOR RESIDENTIAL PURPOSES AND SAID PARCEL NOW ABUTS A PUBLIC RIGHT-OF-WAY.

8) SUBJECT TO THAT EASEMENT FOR SANITARY SEWER PURPOSES AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 200510100141. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREON

9) SUBJECT TO THAT EASEMENT FOR SANITARY SEWER PURPOSES AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER RECORDING NO. 200711079258. THE LOCATION OF SAID EASEMENT IS DEPICTED HEREON

10) SUBJECT TO THE PROVISIONS OF THE ARTICLES OF INCORPORATION AND BY-LAWS OF NORTHRIDGE LANDING RESIDENTIAL OWNERS ASSOCIATION.

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www.esmcivil.com
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DATE: 09-24-2008 | JOB NO. 129-047-982-8210
DRAWN BY: DLR/CAJ/W.D.D. | SHEET 3 OF 8

DWG NAME: I:\29\47\8210\PLAT\8210_FP-03.DWG

200810095003

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON

ADDRESS TABLE

ALL ADDRESSES ARE ? DUPONT, WA 98327

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TRACTS

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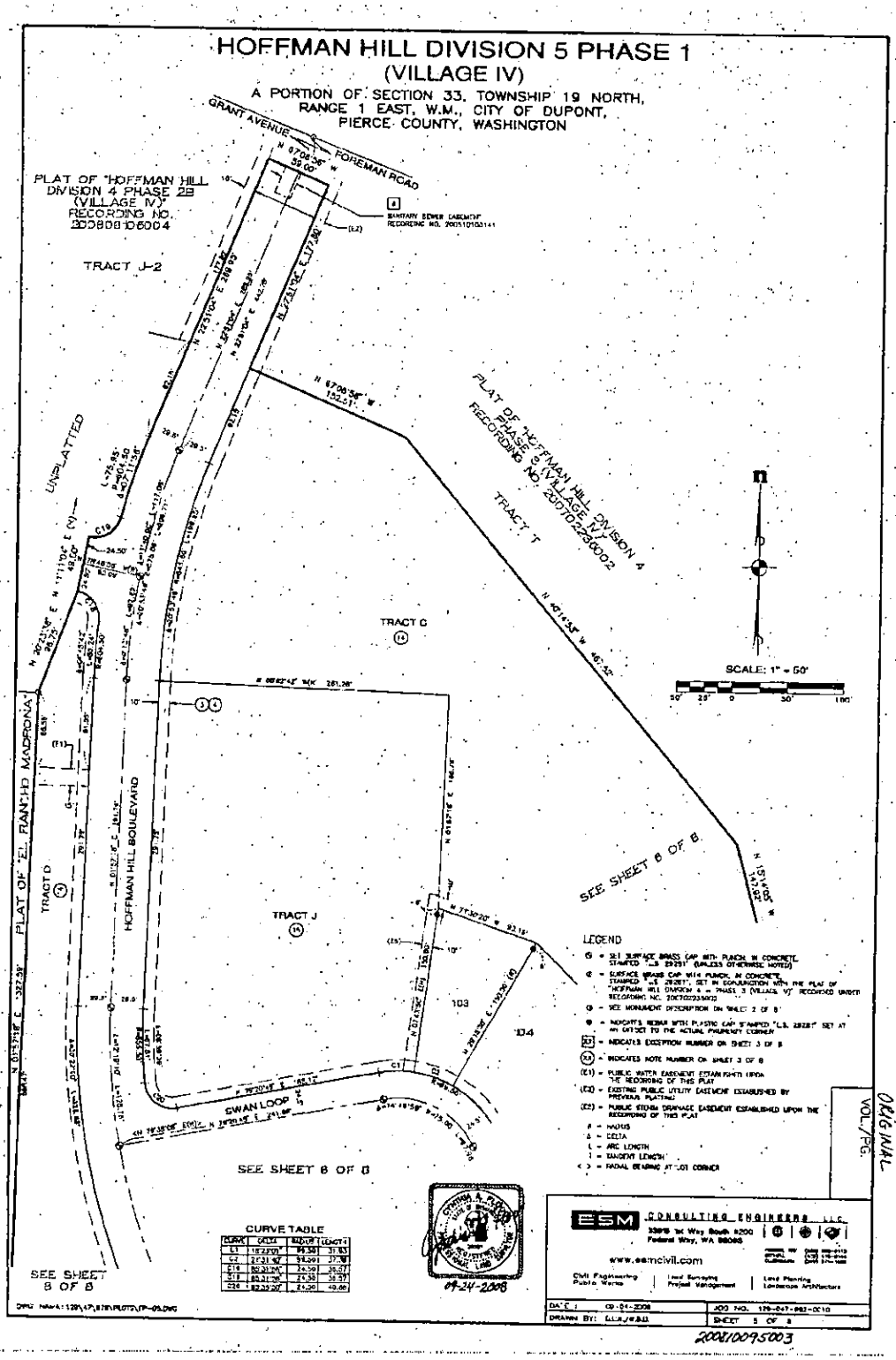
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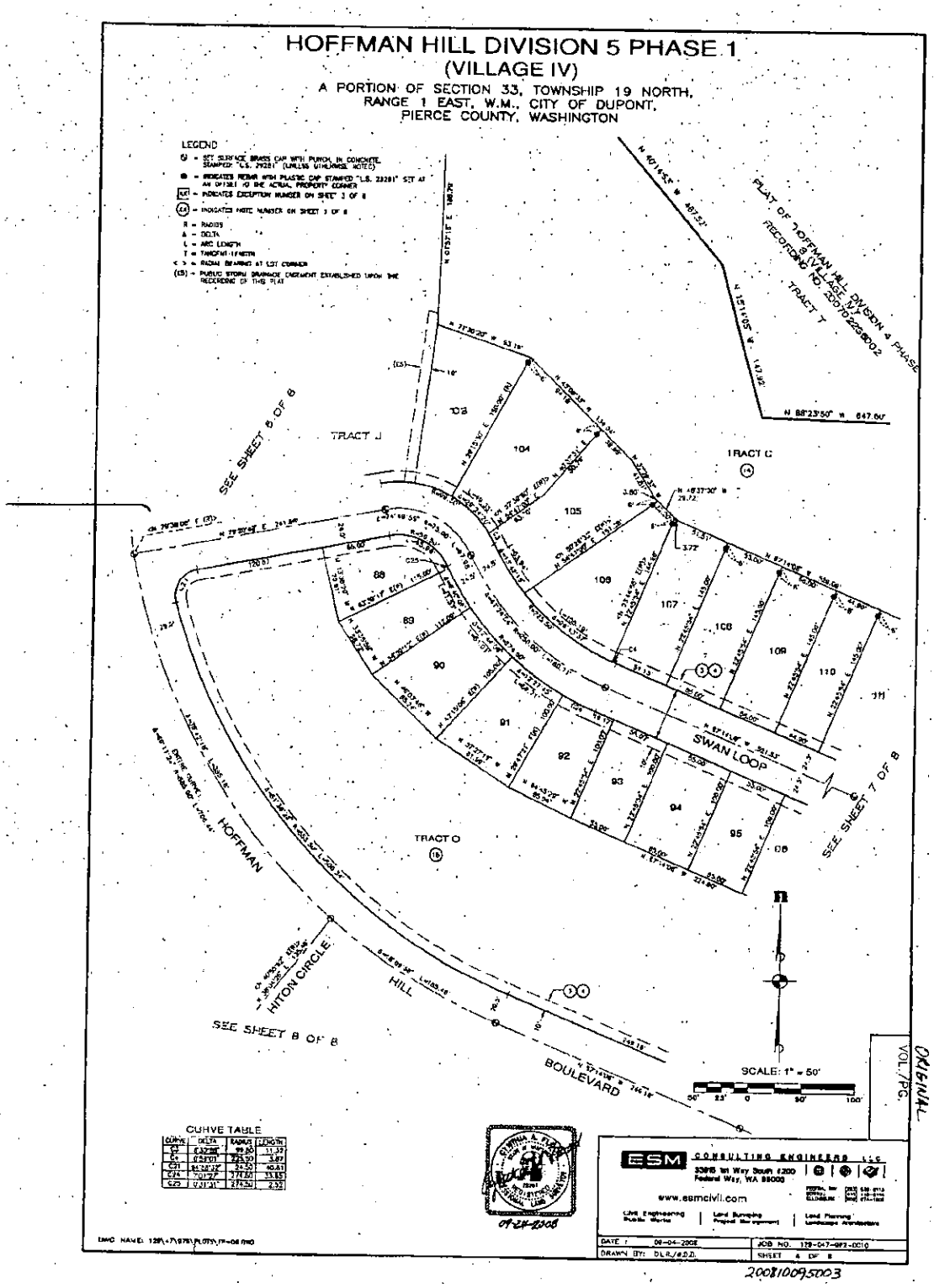
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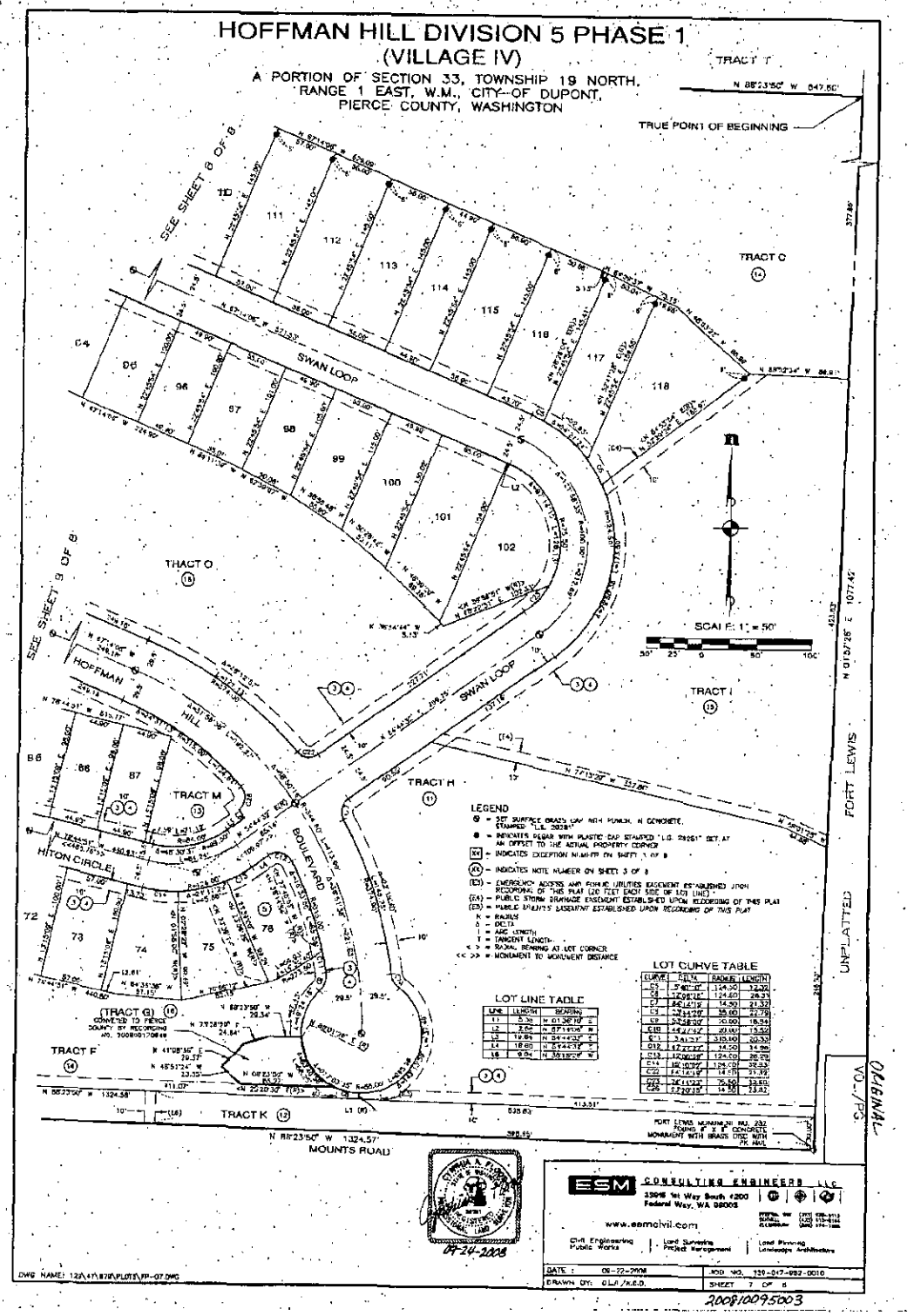
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HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)
A PORTION OF SECTION 33, TOWNSHIP 19 NORTH,
RANGE 1 EAST, W.M., CITY OF DUPONT,
PIERCE COUNTY, WASHINGTON
GRANT AVENUE
FOREMAN ROAD
PLAT OF "HOFFMAN HILL DIVISION 4 PHASE 2B (VILLAGE IV)" RECORDING NO. 200808106004
TRACT J-2
UNPLATTED
PLAT OF "HOFFMAN HILL DIVISION 4 PHASE 3 (VILLAGE IV)" RECORDING NO. 200702230002
TRACT T
TRACT C
TRACT D
TRACT J
HOFFMAN HILL BOULEVARD
PLAT OF "EL RANCHO MADRONA"
SWAN LOOP
SEE SHEET 8 OF 8
SCALE: 1" = 50'
LEGEND
CURVE TABLE
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HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)
A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON
LEGEND
PLAT OF HOFFMAN HILL DIVISION 4 PHASE 2 (VILLAGE IV) RECORDED AS AUDITOR'S NO. 200702265002
TRACT T
TRACT J
TRACT C
TRACT O
SEE SHEET 6 OF 8
SEE SHEET 7 OF 8
SEE SHEET 8 OF 8
SWAN LOOP
HOFFMAN HILL BOULEVARD
HITON CIRCLE
CURVE TABLE
SCALE: 1" = 50'
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HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)
A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON
TRUE POINT OF BEGINNING
TRACT C
TRACT D
TRACT I
TRACT H
TRACT M
TRACT K
TRACT F
SWAN LOOP
HOFFMAN HILL
HILTON CIRCLE
BOULEVARD
MOUNTS ROAD
FORT LEWIS
UNPLATTED
SEE SHEET 6 OF 8
SEE SHEET 9 OF 8
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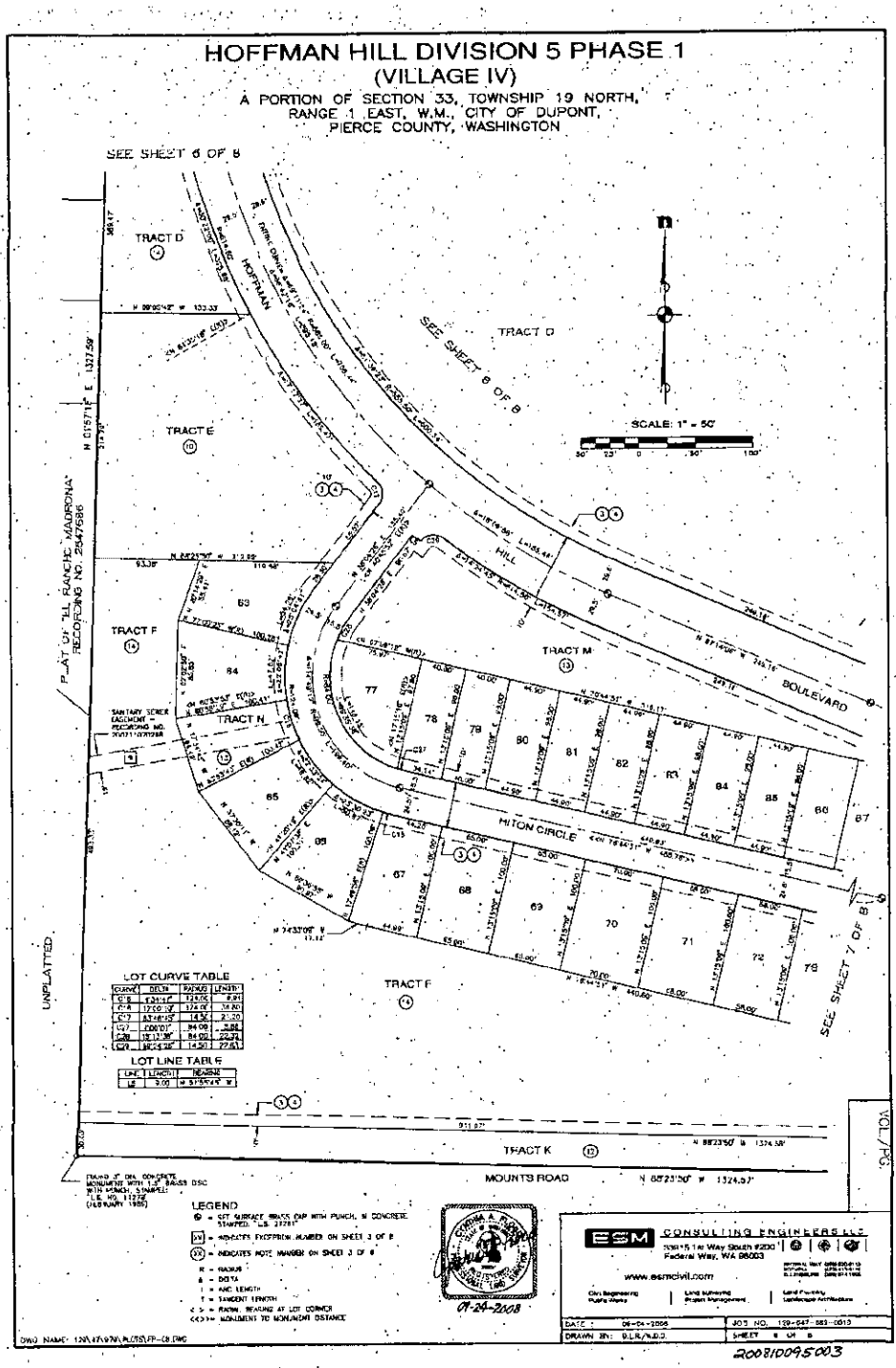
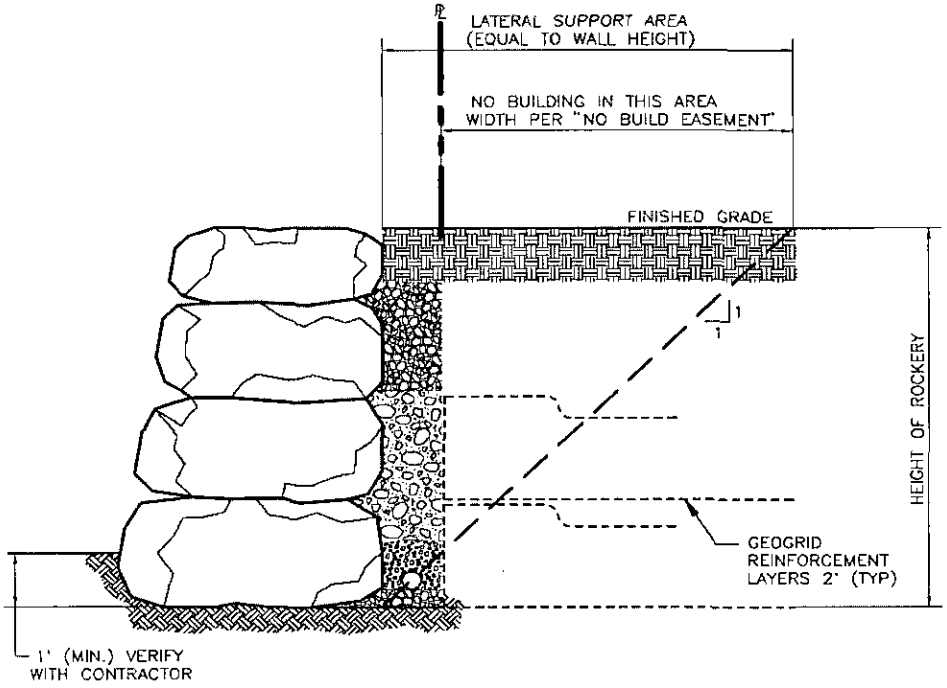

HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)
A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 1 EAST, W.M., CITY OF DUPONT, PIERCE COUNTY, WASHINGTON
SEE SHEET 6 OF 8
TRACT D
TRACT E
TRACT F
TRACT M
TRACT N
TRACT K
TRACT P
HOFFMAN HILL BOULEVARD
HITON CIRCLE
MOUNTS ROAD
SCALE: 1" = 50'
SEE SHEET 7 OF 8
UNPLATTED
PLAT OF "ILL RANCH: MADRONA" RECORDING NO. 2547986
LOT CURVE TABLE
LOT LINE TABLE
LEGEND
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EXHIBIT B

ROCKERY EXHIBIT

NOTE:
PENETRATION OF GEOGRID REINFORCEMENT LAYERS FOR INDIVIDUAL FENCE POSTS IS ALLOWED. HOWEVER, ALL PENETRATIONS MUST BE CUT NEAT. ALL OTHER PENETRATIONS MUST BE APPROVED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.



GEOGRID REINFORCED ROCKERY DETAIL

NOT TO SCALE

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Federal Way, WA 98003
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Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

JOB NO. 129-047-975
DRAWING NAME : EN-22
DATE : 06-11-07
DRAWN : RJB
SHEET 1 OF 1

J1

PIERCE COUNTY, WA
9912010353
12-1-1999 11:54 am
Fee Amt: $54.00

Preston Gates & Ellis LLP
5000 Columbia Center
701 Fifth Avenue
Seattle, WA 98104-7078
Attn: Grace T. Yuan

SCHOOL MITIGATION AGREEMENT

Grantor: Weyerhaeuser Real Estate Company, Inc.

Grantee: Steilacoom Historical School District No. 1

Legal Descriptions:

1. Abbreviated form: SECTION 26 TOWNSHIP 19 NORTH, RANGE 1 EAST SE of SE

2. Additional legal description on Exhibit A of document page 21, 22

Assessor's Property Tax Parcel Account Numbers:

See property tax parcel numbers listed on Exhibit N of document 46-47

01-19-22-1006-

TRANS
DEC 01 1999
9818652/9818696/9818618
WILD

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SCHOOL MITIGATION AGREEMENT

This SCHOOL MITIGATION AGREEMENT (the "Agreement" or the "1999 Agreement") is made this 20 day of April, 1999, between WEYERHAEUSER REAL ESTATE COMPANY, Land Management Division, a Washington corporation ("WRECO") and the STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1, a municipal corporation (the "District").

RECITALS

A. The City of DuPont adopted a Comprehensive Land Use Plan in July 1995 ("the Comprehensive Plan"). The Comprehensive Plan provides for the development of a Planned Community, known as Northwest Landing, comprised of mixed uses, including residential, commercial, industrial, and school uses. WRECO intends to develop Northwest Landing consistent with the Comprehensive Plan, as it may be amended from time to time, on the property located in DuPont, Washington, more particularly described in Exhibit A ("Northwest Landing"). The Plan anticipates that Northwest Landing, when and if fully developed, will contain 4,300 dwelling units.

B. WRECO will be submitting a request for a Comprehensive Plan amendment to the City of DuPont (the "City") to develop 3,500 dwelling units in Northwest Landing.

C. As the residential portion of the Comprehensive Plan is implemented, Northwest Landing will generate school-age children who will attend the District's schools, creating a significant impact on the District's capital facilities ("facilities").

D. The District's facilities are currently operating and are anticipated to continue to operate at over capacity. The District's student population and growth projections indicate that Northwest Landing will generate additional students to be served by the District.

E. The District does not have the facilities available to accommodate the additional students who will be generated as a direct result of Northwest Landing.

F. On October 30, 1987, WRECO and the District entered into a Real Estate Purchase and Sale Agreement (the "1987 Agreement") for the purchase by the District from WRECO of certain real property within Northwest Landing.

G. Per the terms of the 1987 Agreement, if WRECO did not develop and plat the area in the vicinity of Old Fort Lake during the term of the Agreement, WRECO would refund the $246,017.00 purchase price plus interest to the District. To date, WRECO has neither developed nor platted this area.

H. In 1991, the District and WRECO entered into three School Funding Agreements (the "1991 Agreements") to mitigate the impacts of Northwest Landing on the District.

I. In 1992, the District and WRECO entered into the 1992 School Funding Agreement (the "1992 Agreement"), which superseded the 1991 Agreements, to mitigate the impacts of Northwest Landing on the District through a combination of land and mitigation payments.

J. As a part of the 1992 Agreement, WRECO paid $621,000 to the District which the District previously used to prepare its capital facilities plan and to perform other planning activities in anticipation of the development of Northwest Landing. For the payment, WRECO received 288 School Funding Certificates to mitigate 288 dwelling units.

K. In 1993, the parties amended the 1992 Agreement, but reaffirmed WRECO's intention to honor its obligations under the 1992 School Funding Agreement.

L. WRECO and the District desire to enter into a new Agreement and to move forward on a new approach towards developing school facilities.

M. RCW 82.02.020 authorizes the District to enter into a voluntary agreement with WRECO to mitigate the impact of Northwest Landing on the District.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants below, WRECO and the District hereby agree as follows:

1. WRECO and the District agree that this Agreement is a voluntary agreement in accordance with the provisions of RCW 82.02.020. This Agreement is necessary to mitigate the impacts of Northwest Landing on the District.

2. As set forth in this Agreement, WRECO will mitigate a part of the impact through the conveyance of real property, and mitigate a part of the impact through mitigation payments. The conveyance of real property will mitigate 2,433.6 units, as set forth more fully in Subsections 3(a), 3(b), and 3(c) below. With respect to the mitigation payments, WRECO and the District agree that Two Thousand One Hundred and No/100 Dollars ($2,100.00) is the appropriate per unit mitigation payment for each of the 778 units as set forth more fully in Sections 24 and 25 below. Previously, WRECO paid funds to the District mitigating 288 units, as set forth more fully in Section 19 below. WRECO's performance of this Agreement shall constitute full, complete and sufficient mitigation of

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the impact on the District created by 3,499.6 residential units within Northwest Landing. If Northwest Landing exceeds 3,499.6 residential units, mitigation to the District will be covered by the conveyance of additional land adjacent to the north boundary of the 30.84 acre Site C (described in Section 3 below), using a ratio of 1 acre = 40 units, consistent with the terms of this Agreement. When WRECO conveys a site pursuant to Section 3 below, or makes mitigation payments pursuant to Section 24 below, the District shall convey to WRECO school funding certificates, in the form attached as Exhibit B, for the number of residential units being mitigated by the conveyance of such site or the payment of funds.

3. WRECO has conveyed or shall convey to the District, under the terms and conditions set forth in this Agreement, title to 60.84 acres of real property within Northwest Landing to be used for schools and school facilities. The conveyance of the 60.84 acres shall constitute mitigation for 2,433.6 units. To the extent that School Funding Certificates have been provided to WRECO for Site A, the number of Certificates issued for Site B or C shall be adjusted so that a total of 2,433.6 School Funding Certificates are issued for 60.84 acres. The 60.84 acres of property will consist of:

a. 10 acres ("Site A"), to mitigate for 400 dwelling units, more particularly described in Exhibit C attached hereto;

b. 20 acres ("Site B"), to mitigate for 800 dwelling units, more particularly described in Exhibit D attached hereto; and

c. 30.84 acres ("Site C"), to mitigate for 1,233.6 dwelling units, more particularly described in Exhibit E attached hereto.

In addition, WRECO shall also convey to the District, under the terms and conditions set forth in this Agreement, title for up to 9.05 acres ("Site D"), more particularly described in Exhibit F attached hereto, to mitigate units above 3,500 dwelling units in the Comprehensive Plan and located within District boundaries, or shall make Site D available for District acquisition.

4. The parties agree that WRECO conveyed to the District by statutory warranty deed Site A described in Subsection 3(a) above on March 26, 1996. Within ten (10) days of the execution and delivery of this Agreement, WRECO shall execute and record a cancellation of the reverter clause in the form of Exhibit G releasing any and all reversionary interest that WRECO presently has in the property as set forth in the 1992 Agreement and referenced in the statutory warranty deed.

5. Conveyance of Site B will occur after: 1) the completion of the due diligence and feasibility processes as described in Section 9 of this Agreement; and 2) the segregation of the site consistent with Section 10 of this Agreement.

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6. Conveyance of Site C will occur after: 1) the completion of the due diligence and feasibility processes as described in Section 9 of this Agreement; and 2) the execution of the first contract for the elementary school, excluding contracts related to planning and architectural services, consistent with Section 11 of this Agreement. WRECO shall not convey Site C to any party other than the District unless the site is determined inappropriate for District use pursuant to the terms set forth in Section 8 below. A Memorandum of Option substantially in the form of Exhibit H shall be recorded on Site C for the purposes of recording the District's interest in Site C. If the District elects not to acquire Site C, the District shall record a release of the Memorandum set forth in Exhibit H.

7. After the Comprehensive Plan amendment is approved and if the Comprehensive Plan authorizes more than 3,500 units for Northwest Landing, the District shall have the option of the following: 1) requesting conveyance of any part of Site D to mitigate units above 3,500 and located within the District, using the one acre equals 40 residential dwelling units ratio; or 2) delay conveyance pending school district boundary adjustments; or 3) within four years of the execution of this Agreement acquire all or part of Site D at three dollars and thirty-five cents ($3.35) per square foot, escalated by Seattle/Tacoma SMSA Consumer Price Index. Conveyance of any or all of Site D will occur after: 1) the completion of due diligence and feasibility processes as described in Section 9 of this Agreement; and 2) the District's request for conveyance of any or all of Site D consistent with Section 12 of this Agreement. Conveyance will be in the following order until 9.05 acres have been conveyed: Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, Parcel 6, Parcel 7, and Parcel 8. (See Exhibit F-1 [Plat Map]). WRECO shall not convey Site D to any party other than the District for four (4) years following the date of execution of this Agreement. A Memorandum of Option substantially in the form of Exhibit I shall be recorded on Site D for the purposes of recording the District's interest in Site D.

8. Since WRECO has proposed the sites in Exhibits D, E, and F for conveyance to the District, the parties anticipate that WRECO will make best efforts to transfer title to the Sites to the District. However, if any of the sites identified in Exhibits D, E, or F are not appropriate for District purposes or if for some reason beyond the control of either party, the District is unable to use the Site: 1) the District shall give written notice to WRECO; and 2) the District and WRECO shall negotiate in good faith to identify comparable alternative sites within Northwest Landing. All Sections in this Agreement that govern the review and conveyance processes of Sites B, C, and D shall govern the review and conveyance processes of any alternative sites.

9. The District's obligation to accept conveyance of Site B, Site C, or Site D described in Section 3 above shall be subject to and contingent upon the satisfaction or waiver by District of the conditions set forth in Subsections 9(a) and (b) below at or prior to expiration of the Contingency Period. "Contingency Period" means the period ending

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one hundred twenty (120) days from execution of this Agreement by both parties. Within twenty (20) days after the execution and delivery of this Agreement, WRECO shall deliver or make available to the District copies of all available plans and specifications relating to Site B, Site C, and Site D, all surveys, topographical and plat maps, results of soil tests, engineering studies, environmental reports and permits for each site and any other test results or reports, and other information or reports reasonably requested by the District and in WRECO's possession or under WRECO's control. At a minimum, WRECO shall provide to the District a Phase I environmental report within 20 days after the execution and delivery of the Agreement and a geotechnical report by June 1, 1999. In addition, WRECO shall provide a wetlands delineation survey and evaluation for Site B, Site C, and Site D if requested by the District based on the District's assessment of site conditions. During the Contingency Period, and at all times after the District has provided WRECO with written notice that the contingencies for the acquisition of Site B, Site C, or Site D, as applicable, are satisfied or waived, the District and its agents shall be entitled to enter upon the property for the limited purposes of performing feasibility investigations, tests, and studies, and site plan development tasks. The District agrees to indemnify, defend, and hold WRECO, its agents, officers, employees, and invitees, harmless from any and all damages, claims demands, losses and liabilities to or by third parties, including without limitation the District's own employees and agents, arising from resulting from, or connected in any way with acts performed or to be performed under this grant of permission to enter the property. The District agrees to keep the property free and clear of any liens, and to return the property to its original condition in the event the District does not acquire the property. At the end or prior to the end of the Contingency Period, the District shall give notice in writing to WRECO of whether or not the District elects to proceed with the conveyance of Site B, Site C, or Site D.

a. The District shall be satisfied, in its sole and absolute discretion, with the physical condition of Site B, Site C, and Site D, including, without limitation, the results of soil tests (including borings), toxic and hazardous waste studies, wetlands information, geotechnical studies, surveys, engineering, historical use, traffic and access studies, structural studies and review of zoning, fire, safety and other compliance matters.

b. The District shall be satisfied, in its sole and absolute discretion, with the past performance and potential future performance of Site B, Site C, and Site D for the District's intended purposes, including, without limitation, the zoning and other codes, covenants and/or restrictions affecting the use and future development of Site B, Site C, or Site D, school district boundaries, the certificates, licenses and permits existing with respect to the relevant site and likelihood and anticipated cost of obtaining additional certificates, licenses and permits that District desires to obtain with respect thereto, the availability and access to public roads, the availability of utilities and sewer capacity, and past performance of the site, the potential to utilize the site in a manner satisfactory to the District in all respects and demographic studies with respect to the neighborhood and region in which the site is located.

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10. Within thirty (30) days of receipt of written notice from the District that it has satisfied or waived its contingency with respect to Site B, WRECO shall convey title to that site, subject to the terms and conditions set forth in this Agreement, by statutory warranty deed unless the proposed school site is currently located on unplatted land and such title is subject to the subdivision process or requires a comprehensive plan amendment. In such case, WRECO will, at the earliest feasible date, subdivide the land into the size required for the proposed school site under this Agreement through either the short plat, large lot, formal subdivision, or binding site plan process, or any other process allowed by state and local law, and apply for and seek approval of the necessary comprehensive plan amendment. In such event, WRECO's obligation to convey title shall be extended for a one-year period in order for the land to be lawfully subdivided and the comprehensive plan amendment approved. When Site B becomes a separate legal lot, WRECO will immediately transfer the Site to the District. WRECO will be solely responsible for all costs associated with obtaining all necessary governmental approvals. WRECO shall use its best efforts to obtain governmental approval as appropriate under the circumstances.

11. Within thirty (30) days of receipt of both 1) written notice from the District that it has satisfied or waived its contingency with respect to Site C; and 2) written notice from the District that it has executed the first contract for the elementary school, WRECO shall convey title to Site C, subject to the terms and conditions set forth in this Agreement, by statutory warranty deed. WRECO shall assist the District in its efforts to rezone Site C to permit school district uses.

12. Within thirty (30) days of receipt of both 1) written notice from the District that it has satisfied or waived its contingency with respect to Site D, and 2) written notice from the District that the District has requested conveyance of all or part of Site D under the options contained in Section 7 of this Agreement, WRECO shall convey title to Site D, subject to the terms and conditions set forth in this Agreement, by statutory warranty deed.

13. WRECO shall be solely responsible for obtaining all necessary governmental approvals, and for all associated costs, needed to create the 1.3 acre site within Site D referred to as Parcel 8 as it is depicted on Exhibit F-1. The parties contemplate that this will be accomplished by either a) adjusting the boundary between Lots 32 and 33 in order to create a separate 1.3 acre parcel; or b) adjusting the boundaries between Lot 32 and Lots 27, 28, 29, 30, 31 in order to increase the collective size of Lots 27, 28, 29, 30 and 31 by 1.3 acres.

14. WRECO and the District agree to the following title and survey matters as to Sites B, C, and D:

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a. WRECO shall, within twenty (20) days after execution of this Agreement, obtain at WRECO's cost and deliver to the District a commitment for a 1970B ALTA owner's extended title insurance policy covering Site B, Site C, and Site D issued by TransNation Title Insurance Company (the "Title Company"), together with true, correct and legible copies of all documents (the "Title Documents") referred to in such title commitment as conditions or exceptions to title to the property (such title insurance policy commitment and the Title Documents are collectively referred to herein as the "Title Binder").

b. During the Contingency Period (defined in Section 8 above), the District shall review the Title Binder and Survey (defined in Subsection 14(d) below) for Site B, Site C, and Site D and, on or before the expiration of the Contingency Period for each Site, shall notify WRECO what exceptions to title, if any, will be accepted by the District. Only those exceptions approved by the District in writing shall constitute "Approved Exceptions," except that the District may not object to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property ("Commercial Covenants"); provided, however, that the exemption from assessments for public schools contained under Paragraph IX, Section 10 of the Commercial Covenants shall not be changed without the express authorization of the District. WRECO shall use its best efforts to remove any other exceptions that are not Approved Exceptions prior to the closing, but WRECO shall not be required to institute any litigation or incur any unreasonable costs to remove such exceptions (provided, however, that WRECO agrees to pay any monetary liens prior to closing (including all taxes as applicable) affecting title to the Property, and thus, eliminate any such title exception.

c. The District shall receive at the closing of a property an Owner's Extended Coverage Title Insurance Policy as set forth in subsection 14(a) above (ALTA Form 1970B) (the "Title Policy") issued by the Title Company to be furnished to the District. WRECO shall use its best efforts in cooperating with the District and the Title Company to assist the District in obtaining extended coverage, including, but not limited to executing an affidavit regarding mechanics' liens and parties in possession. The Title Policy shall insure fee simple indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions. The Title Policy shall contain endorsements as the District may require. The District's obligation to accept conveyance under the terms of this Agreement shall be contingent on the District's receipt of such Title Policy (and/or a Title Binder representing that such a Title Policy will be issued to the District).

d. WRECO shall provide to the District a ALTA/ASCM survey (the "Survey") of the Property prepared by a licensed or registered surveyor which survey shall be satisfactory to the District and to the Title Company prior to the closing.

15. Title to the school sites conveyed by WRECO to the District described in Section 3 above shall be conveyed in fee simple to the District, free and clear of any

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encumbrances, reservations, and easements inconsistent with the District's intended use of the property and free and clear of any liens except as identified in Section 21 below. The District shall make a legal commitment that the school site will be used for school district purposes, which commitment will be recorded on the deed for each site. The deed provision shall state that the District, at the District's option, can offer to sell a site or any part thereof to WRECO or any other party for its fair market value. If the District elects to sell a site conveyed pursuant to Section 3 above, WRECO shall have the first opportunity to purchase the site at fair market value, provided that WRECO must notify the District of its interest in purchasing the site within thirty (30) days of receiving notice from the District, unless the parties agree otherwise, and must execute a purchase and sale agreement within ninety (90) days of receiving notice from the District, unless the parties agree otherwise. The deed provision shall also state that the District and WRECO, or WRECO's heirs, executors, administrators, successors, and assigns, can jointly agree on amendments to the deed restriction. Any reconveyance to WRECO or any other party shall include an amendment to the deed providing that the reconveyed site can be used for purposes other than school purposes.

For purposes of this Section 15 and if the District offers to sell a site, WRECO and the District shall attempt to place a mutually agreed to value on the site. If WRECO and the District are unable to agree to a value to be placed on the selected site, each party shall select an Appraiser to perform an appraisal of the site, and each party shall pay for their own Appraiser. The value of the site shall be the average of the two appraisals, unless the appraisals vary by more than ten percent. If the appraisals vary by more than ten percent, a third appraiser will be selected jointly by WRECO and the District. The third appraiser shall make an independent evaluation of value of the site and, based upon the third appraiser's professional judgment, the third appraiser will select one of the first two appraisals as the appropriate appraisal for valuation purposes. The final dollar amount shall be deemed the "Site Value." WRECO and the District agree to share on an equal basis (i.e., 50/50 percent) the cost of the third appraisal.

16. Title to the school site conveyed by WRECO to the District described in Section 3 above shall further be conveyed through the escrow offices of WRECO, or such other escrow agent as mutually agreed upon between the parties. WRECO and the District shall each pay an equal share of the costs of such escrow services, if any. WRECO shall pay all recording fees and any excise taxes. All real estate taxes shall be current or be brought current by WRECO at its sole expense and all real estate taxes shall be prorated as of the date of closing.

17. WRECO and the District hereby agree to the following environmental representations and warranties:

a. For the purposes of this Agreement, the following terms shall have the following definitions:

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(i) "Environmental Expenses" shall mean all costs and expenses that are or will be incurred by the District because of the Release of any Hazardous Materials or Solid Wastes onto Sites B, C, and D prior to the closing date of each Site identified in Section 3 above, including, without limitation, costs of Remediation, penalties and fines, legal fees and expenses, consultant and expert witness fees and expenses, court costs, costs of environmental investigations, studies, testing and related analyses, natural resource damages, liabilities to third parties, and expenses associated with any dispute, including enforcement of rights of contribution or indemnification; provided however that such costs and expenses shall not be Environmental Expenses unless they are required by, or necessary to comply with, an Environmental Law.

(ii) "Environmental Laws" shall mean any applicable federal, state and local laws (whether under common law, statute, ordinance, rule, regulation, code or otherwise), permits, orders, decrees, and other requirements of governmental authorities relating to the protection of human health or the environment, whether existing as of the date hereof, previously enforced, or subsequently enacted.

(iii) "Hazardous Materials" shall mean all chemicals, materials, substances, or wastes that are designated, defined or included in any definition under any Environmental laws, whether existing as of the date hereof, previously enforced, or subsequently enacted, as dangerous, hazardous or toxic or as a pollutant or contaminant, including, without limitation, asbestos or asbestos-containing materials, petroleum or petroleum products, polychlorinated biphenyls and ureaformaldehyde.

(iv) "Knowledge" of WRECO means actual knowledge or knowledge obtained by a reasonably diligent review of the date, reports and other information on environmental conditions of each Site identified in Section 3 above existing as of the date of this Agreement.

(v) "Release" shall mean releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

(vi) "Remedy" or "Remediation" shall mean any action to identify, eliminate or minimize any threat or potential posed by Hazardous Materials to human health or the environment, including any investigation, removal, or clean-up or monitoring activities.

(vii) "Solid Wastes" shall have the meaning assigned to that term in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 1401, et. seq.

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b. WRECO hereby represents and warrants to the District that as of the date hereof, and as of the closing of Site B, Site C, and Site D identified in Section 3 above, to the best of WRECO's knowledge, all information furnished by WRECO to the District regarding the environmental condition of each Site is true and correct in all material respects. In connection with such information, WRECO has not made any untrue statements of material fact and WRECO has not omitted to state a material fact so as to make the information delivered misleading. In addition, with regard to Site A, WRECO and the District acknowledge that WRECO represented and warranted to the District in the 1992 Agreement that, to the best of WRECO's knowledge, no hazardous or toxic substances, wastes or materials were generated, stored, or disposed of on, under, or in the property. WRECO expressly reaffirms this representation and warranty as to Site A and further agrees to the indemnification provisions in this Section 17.

c. In the event that any time prior to closing of Site B, Site C, or Site D, the District discovers the presence of any Hazardous Materials, Solid Wastes, or underground tanks, lines, or structures, the District shall give written notice to WRECO of its findings. WRECO shall cause the Property to be Remediated in accordance with applicable requirements of Environmental Laws; provided, however, that WRECO may elect not to perform any Remediation if WRECO makes a good faith determination that the cost of performing such Remediation will be unreasonably high or would indefinitely delay conveyance. In such event, WRECO may give notice to the District and the parties shall negotiate in good faith to identify an alternative site.

d. WRECO agrees to defend, indemnify and hold the District harmless from and against any and all claims, liabilities, and Environmental Expenses arising out of or pertaining to any Hazardous Materials on each Site identified in Section 3 above, the presence of which is discovered by the District subsequent to the closing of each Site; provided, however, that WRECO's obligations pursuant to this Subsection 17(d) shall not apply to: (i) Hazardous Materials that originate offsite and are present on the Property through migration; and (ii) Hazardous Materials that are produced by actions taken by parties other than WRECO after closing; and provided further, that WRECO's obligations are subject to the terms and conditions of Subsection 17(e) below.

e. In the event that the District's actions after the closing date of any Site cause or contribute to any environmental condition or Release for which WRECO has an obligation to indemnify, WRECO's indemnity obligation shall be reduced in accordance with the District's contribution.

f. Indemnification by WRECO as set forth in Subsections 17(d) and (e) above shall be the District's sole remedy for environmental conditions discovered after closing of each Site. However, if after closing, the District discovers the presence of any Hazardous Materials, Solid Wastes, or underground tanks, lines, or structures (except as provided for in Subsection 17(d) above), and the District would like WRECO to remediate

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the condition, the District shall give written notice to WRECO of its findings. If WRECO makes a good faith determination that the cost of performing Remediation will be unreasonably high, WRECO may give notice to the District and the parties shall negotiate in good faith to identify an alternative site.

18. Upon execution of this Agreement, WRECO shall pay to the District the sum of Two Hundred Forty-Six Thousand Seventeen And No/100 Dollars ($246,017.00) plus interest accruing from 1987 per the terms of the 1987 Agreement between the parties. Upon receipt by the District of full payment pursuant to this Section and the delivery of acknowledgment by the District to WRECO, the 1987 Purchase and Sales Agreement shall automatically terminate, together with all rights and obligations of the parties, and be of no further force and effect. WRECO and the District release each other from liability for all claims, demands, damages, actions, or causes of action of any kind whatsoever, whether known or unknown, foreseen or unforeseen, relating to and as a result of the 1987 Purchase and Sales Agreement.

19. In 1992, WRECO paid $621,000 to the District which the District previously used to prepare its capital facilities plan and to perform other planning activities in anticipation of the development of Northwest Landing. For the payment, WRECO received 288 School Funding Certificates to mitigate 288 dwelling units.

20. With respect to each Site identified in Section 3 of this Agreement, prior to the District's submittal of a site development permit or building permit application (whichever is the earlier date), WRECO shall have constructed in accordance with public standards of the City of DuPont, or such other appropriate municipality, off-site utilities (sewer, water, roads, natural gas, electricity, and communication lines) up to the property line of the sites conveyed to the District. All on-site costs of utility extensions from the District's property line(s) shall the sole responsibility of the District. The District shall further be responsible for any traffic mitigation costs imposed by the governmental entity or agency asserting jurisdiction as a direct result of any impact created by the proposed construction of any school facility on the sites identified in Section 3 of this Agreement.

21. With respect to each Site identified in Section 3 of this Agreement, WRECO shall pay LID 88-1 prior to or at the time of closing. Any assessments for ULID 90-4, and any other LID/ULID assessments that encumber a particular site prior to or at the time of closing, shall be the obligation of WRECO, and WRECO shall obtain coverage for the District against any loss or damage which may occur by reason of enforcement of the assessment lien. The affirmative coverage obtained by WRECO and given to the District by the Title Company at closing shall be based on an indemnification provided by WRECO to the Title Company. WRECO's obligation to this assessment shall survive closing and shall not be merged therein.

22. Until the public dedication of roads and utilities within Northwest Landing and in conjunction with the District's construction of its school facilities, WRECO agrees to grant to the District when appropriate temporary construction easements for the purpose of providing access and temporary utilities to the Sites identified in Section 3 or alternative sites selected by the District.

23. WRECO will support the District's efforts in the State Legislature to change State law regarding school district boundary issues so that Northwest Landing is included in a single school district, the Steilacoom Historical School District. In addition, WRECO may pursue other solutions to achieve this objective.

24. WRECO and the District agree that, if title to Sites A, B, and C are conveyed to the District, 778 units remain to be mitigated. Under the Two Thousand One Hundred and No/100 Dollars ($2,100) per unit formula, One Million Six Hundred Thirty-Three Thousand Eight Hundred and No/100 Dollars ($1,633,800) in mitigation payments will be due and owing in five (5) or more years if all 3,500 residential units are authorized by the Comprehensive Plan Amendment. WRECO agrees that the District has five (5) years from the date WRECO pays the $1,633,800 to spend the mitigation payments. In the event that the mitigation payment is not expended within those five (5) years, the monies will be refunded with interest at the rate applied to judgments to the property owners of record at the time of refund; however, if the mitigation payment is not expended within five (5) years due to delay which is attributable to WRECO, the payment shall be refunded without interest.

25. Due to the District's need to have the resources available in 1999, and in lieu of payment by WRECO of the $1,633,800 at the time of building permit issuance, the District will issue non-voted debt (limited general obligation bonds) in a principal amount sufficient to provide the District with net proceeds in the amount of $1,633,800, secured by the obligation of WRECO to pay the District an amount equal to the principal amount of the bonds plus all interest accrued thereon on the day that is five (5) years following the date of issuance of such bonds. WRECO's obligation shall be a promissory note substantially in the Form of Exhibit K. WRECO will sign the promissory note to that effect concurrent with the District's issuance of the debt. The District will have exclusive control over the timing of issuance of the non-voted debt.

26. As further assurances for WRECO's performance of its obligations under this Agreement, WRECO agrees to the terms and conditions of the Ownership and Capital Base Maintenance Agreement set forth under Exhibit L, dated October 13, 1992, attached hereto and incorporated herein by this reference.

27. The District and WRECO recognize the importance of opening a new elementary school in the City of DuPont on a timely basis. One of the uses of the non-voted debt will be to acquire and equip a modular facility. Consistent with applicable

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state statutes and local codes and consistent with the issuance of the non-voted debt per Section 25 of this Agreement, the District will work in good faith to open the new elementary school in Fall 2000. WRECO may comment on the design and shall assist the District with the permitting process.

28. WRECO shall, at its own cost and expense, hold harmless, indemnify, and defend the District, its officers, officials, employees, and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, from any suit or challenge filed against the District based on any representations and/or warrantees made by WRECO as to the zoning or potential development and use of Site C and/or Site D, or representations and/or warrantees made by WRECO to property owners in the vicinity of Sites C or D about Sites C or D or their properties; provided however, that if WRECO offers to defend the District in a particular matter, WRECO shall not be liable for any of the District's attorneys' fees or litigation costs in that matter that are incurred after such offer to defend is made.

29. This Agreement supersedes any subsequent school impact fee ordinances that may be adopted by the City of DuPont for the construction of up to 3,906 units in Northwest Landing.

30. Except for WRECO's and Weyerhaeuser's obligations set forth under Section 20 above which obligations are modified by the Ownership and Capital Base Maintenance Agreement attached hereto, WRECO's rights and obligations under this Agreement shall be assignable; provided, however, that any such assignee shall be mutually acceptable to WRECO and to the District. The District's rights and obligations under this Agreement shall be assignable.

31. Each party agrees to waive any claims concerning the voluntary character of this Agreement.

32. If a conflict arises under this Agreement, the parties shall enter into nonbinding mediation under the auspices of the Commercial Mediation Rules of the American Arbitration Association. Either party may initiate mediation by filing with the American Arbitration Association a request for mediation substantially in the form of Exhibit M. If an action must be brought to enforce the terms of this Agreement, such action shall be brought in Pierce County Superior Court.

33. In any proceeding to enforce any provision of this Agreement, the substantially prevailing party shall be entitled to the payment of its attorneys fees and costs by the substantially nonprevailing party, including attorneys fees and costs on appeal.

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34. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. Each Party represents and warrants to the other Party that it has full power and authority to make this Agreement and to perform its obligations hereunder.

35. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties. This 1999 Agreement supersedes in all respects the 1987 Agreement, the 1992 Agreement, and the 1993 Amendment to the 1992 Agreement.

36. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than void, if possible, to achieve the intent of the Parties. If any portion of this Agreement becomes unenforceable, null, or void, the balance of this Agreement shall remain in full force and effect.

37. No failure on the part of either party to exercise, and no delay in exercising, any rights hereunder shall operate as a waiver thereof; nor shall any waiver or acceptance of a partial, single or delayed performance of any term or condition of this Agreement operate as a continuing waiver or a waver of any subsequent breach thereof.

38. The Parties expressly do not intend to create any obligation or liability, or promise any performance to, any third party. The Parties have not created for any third party any right to enforce this Agreement.

39. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

40. Unless applicable law requires a different method of giving notice, any and all notices or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To the District:
Dr. Arthur Himmler

Superintendent
Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, Washington 98388

With a copy to:
Grace T. Yuan
Preston Gates & Ellis, LLP
701 Fifth Avenue, Suite 5000
Seattle, Washington 98104

To WRECO:
David Brentlinger
General Manager, Northwest Landing
Weyerhaeuser Real Estate Company
33650 Sixth Avenue South
Tacoma, Washington 98003

With a copy to:
Stephanie A. Arend
Gordon, Thomas, Honeywell,
Malanca, Peterson & Daheim, P.L.L.C.
1201 Pacific Avenue, Suite 2200
Tacoma, Washington 98401

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

41. Each Party warrants that the person signing this Agreement on its behalf has the authority to sign and to bind that Party.

42. This Agreement shall become effective upon the later of the execution by the Superintendent of the District or the General Manager of Northwest Landing, as provided in the signature blocks below.

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43. This Agreement may be executed and delivered in counterparts.

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1

DATED: April 20, 1999

By _____
Arthur Himmler, Superintendent

WEYERHAEUSER REAL ESTATE COMPANY

DATED: April 9, 1999

By _____
David Brentlinger,
General Manager

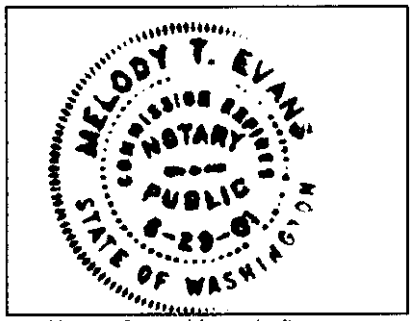
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STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that DR. ARTHUR HIMMLER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 20, 1999.



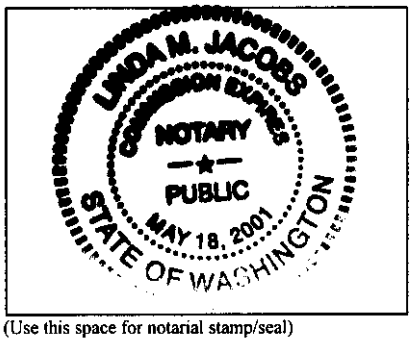
(Use this space for notarial stamp/seal)

Melody T Evans
Notary Public
Print/Type Name Melody T Evans
My commission expires 6/29/01

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that DAVID BRENTLINGER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 9, 1999.



(Use this space for notarial stamp/seal)

Linda M. Jacobs
Notary Public
Print/Type Name Linda M. Jacobs
My commission expires 5/18/01

EXHIBIT LIST

Exhibit A – Legal Description: Northwest Landing

Exhibit B – Form for School Funding Certificates

Exhibit C – Legal Description for Site A

Exhibit D – Legal Description for Site B

Exhibit E – Legal Description for Site C

Exhibit F – Legal Description for Site D

Exhibit F-1 – Plat Map for Site D

Exhibit G – Form for Cancellation of Reverter Clause

Exhibit H – Form for Memorandum of Option to Acquire

Exhibit I – Form for Memorandum of Option to Acquire or Purchase

Exhibit J – **Intentionally Left Blank**

Exhibit K – Form of Promissory Note

Exhibit L – Ownership and Capital Base Maintenance Agreement

Exhibit M – Form of Request for Mediation

Exhibit N – Assessor's Property Tax Parcel Account Numbers

EXHIBIT A

That portion of Sections 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36, Township 19 North, Range 1 East of the Willamette Meridian, Pierce County, Washington, more particularly described as follows:

Beginning at the Northwest corner of the Northwest ¼ of the Southeast 1/4 of the Southeast 1/4 of Section 33;
Thence East along the North line of said subdivision to the Northeast corner of said subdivision;
Thence South along the East line of said subdivision to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 33;
Thence East along the South line of said subdivision to the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 34;
Thence East along the South line of said subdivision to the Southeast corner of said subdivision;
Thence North along the centerline of the Northwest 1/4 of said Section 34 to the North line of said Section 34;
Thence South along the West line of said subdivision to the East-West centerline of the Northeast 1/4 of said Section 34 and the Northwest 1/4 of Section 35;
Thence East along said centerline to a point lying 3423.43 feet more or less perpendicular to the East line of said Section 35;
Thence South at a right angle to said centerline to the Northerly margin of the Burlington Northern Rail Road Right of Way;
Thence Northeasterly along said Northerly margin to a point 1149.76 feet Westerly of Fort Lewis Monument #269, said monument marks the intersection of said Northerly margin of the Burlington Northern Right of Way and the East line of said Section 35;
Thence North 18°21'35" West, 80 feet;
Thence North 77°38'25" East, 1424.97 feet to an existing concrete monument with a brass cap marking the Southwest corner of a tract of land conveyed to the City of DuPont by deed dated March 31, 1988 recorded under Pierce County Auditor's File No. 702783, (said monument being located South 18°17'35" East, 657.82 feet from Fort Lewis Monument #270);
Thence Northwesterly to said Fort Lewis Monument #270, said monument being the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 35;
Thence continuing Northwesterly North 20°07'10" West, 1028.66 feet to a point on a curve to the right, the center of which bears North 01°25'30" West, 892.44 feet through a central angle of 43°03'14" an arc distance of 670.61 feet to a point of tangency of said curve being 300 feet Southerly and parallel with the Southerly Right of Way line of Barksdale Avenue;
Thence North 48°22'16" West 452.09 feet;
Thence North 24°40'15" East 992.63 feet;
Thence North 32°53'36" East 349.18 feet;
Thence North 80°12'09" East 314.64 feet;
Thence North 59°26'50" East 473.55 feet to a point 650 feet Northerly at a right angle to the Northerly Right of Way line of DuPont Avenue;
Thence South 55°22'38" East and parallel with said Right of Way, 883.69 feet;
Thence South 02°07'00" East 46.84 feet;
Thence South 23°03'14" East 84.29 feet;
Thence South 16°10'01" East 158.61 feet;
Thence South 49°50'55" East 59.62 feet;
Thence South 53°09'05" East 108.86 feet;
Thence South 73°51'56" East 136.16 feet;
Thence South 53°36'41" East 126.60 feet;
Thence South 65°38'28" East 145.71 feet;
Thence South 49°37'45" East 99.24 feet;

Thence South 43°10'23" East 83.79 feet;
Thence South 51°32'44" East 138.48 feet;
Thence South 41°44'40" East 402.16 feet;
Thence South 09°00'19" West 83.70 feet;
Thence South 12°15'50" East 109/27 feet;
Thence South 16°39'55" West 97.46 feet;
Thence South 06°16'49" West, 148.69 feet;
Thence South 18°26'47" West 177.79 feet;
Thence South 52°43'29" East 39.71 feet;
Thence South 35°42'28" West 300.72 feet more or less to the Northeast corner of Block L of Replat of the Village of DuPont as recorded under Pierce County Auditor's Office in Volume 15 page 66 book of plats;
Thence South 35°40'36" West 120.90 feet;
Thence Southeasterly along the Southerly line of a 15 foot easement granted to Pierce County School District #7 (Now Steilacoom School District #1), to the Westerly Right of Way line of the Steilacoom DuPont County Road;
Thence Northeast and Northerly along said Westerly Right of Way line of the Steilacoom DuPont County Road to the Southerly easement line of the Puget Sound Channel as described in Pierce County Auditor's File No. 1674527, Volume 1054, pages 309-312;
Thence Westerly and Northerly along the Southerly and Westerly easemen6t line of said Puget Sound Outfall Channel to the East-West centerline of the North ½ of the North ½ of Section 23 and Section 22;
Thence West along said centerline to the Easterly margin of the Burlington Northern Rail Road Right of Way as described in deeds of record under Pierce County Auditor's File No. 271946, 318560, and 39453;
Thence Southwesterly along said Right of Way to the North – South centerline of Section 33;
Thence South along said centerline of Section 33 to the East – West centerline of said section and the point of beginning;
Also;
Commencing at a concrete monument at the Northeast corner of the Northwest 1/4 of Section 36, Township 19 North, Range 01 East of the Willamette Meridian;
Thence South along the North – South centerline of Section 36, 377.30 feet to the point of beginning;
Thence West to the Easterly Right of Way line of the Steilacoom DuPont County Road;
Thence Southerly along said Easterly Right of Way line to a point said line intersects with the Northern margin of the Burlington Northern Rail Road Right of Way;
Thence Northeasterly along said Northerly margin, North 69°58'30" East, 454.14 feet more or less to a point said line intersects the North – South centerline of said Section 36;
Thence continuing North 69°58'30" East 309.76 feet to Fort Lewis Monument #268;
Thence North 272.70 feet to Fort Lewis Monument #267;
Thence West 290.90 feet more or less to Fort Lewis Monument #266, said monument being located 781.40 feet South of the Northeast corner of the Northwest 1/4 of said Section 36 on the North – South centerline of said section;
Thence North along said centerline 404.10 feet to the point of beginning;

Situate in the City of DuPont, County of Pierce, State of Washington.

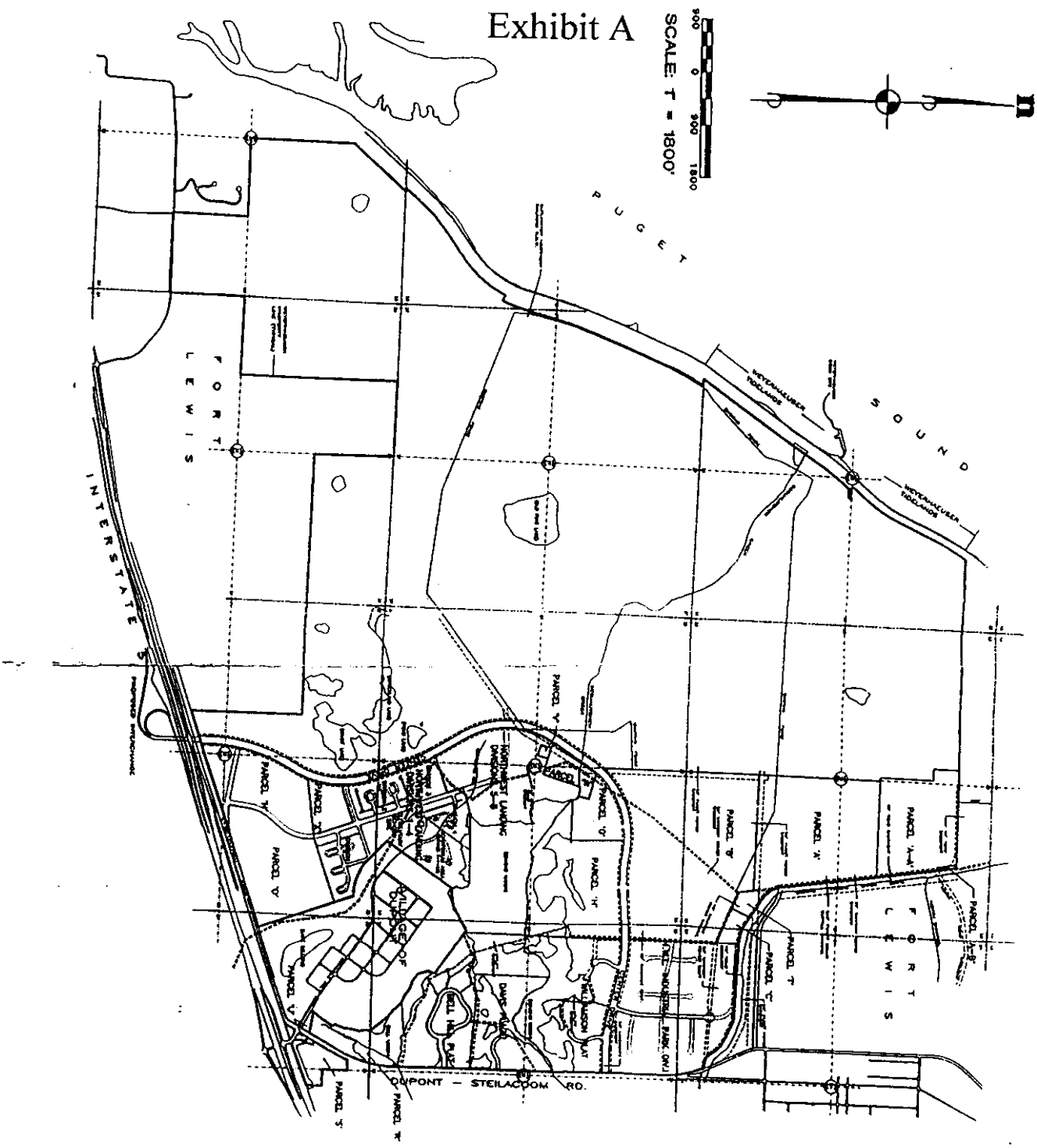


Exhibit A
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EXHIBIT B

SCHOOL FUNDING CERTIFICATE

On _____, 19__, Weyerhaeuser Real Estate Company, a Washington corporation, ("WRECO") or assigns conveyed _____ to Steilacoom Historical School District #1 for _____, a copy of which is attached as Exhibit A. Pursuant to the terms of the School Mitigation Agreement dated March ___, 1999, which was executed by WRECO and Steilacoom Historical School District #1, WRECO, or assigns, hereby receives credit for mitigation of _____ (_____) single family residences.

STEILACOOM HISTORICAL SCHOOL DISTRICT #1, a municipal corporation

By: _____

_____

Its: Superintendent

DESCRIPTION	CREDIT	DEBIT	BALANCE AS OF THIS CERTIFICATE

9912010353

EXHIBIT C

Dupont
Job No. 129-08-954-002
Revision of August 1, 1992

LEGAL DESCRIPTION
FOR ELEMENTARY SCHOOL SITE

That portion of the southeast quarter of Section 26 and of the northeast quarter of Section 35, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of said Section 35, said point also being known as Fort Lewis Monument No. 270;

THENCE N 18°18'29" W, along the westerly line of a tract of land conveyed by a Donation Deed from the Weyerhaeuser Company to the City of Dupont dated January 14, 1977, 1028.66 feet to a point on the southerly line of a tract of land conveyed by Donation Deed recorded in Volume 358, Page 158, under Recording No. 8609160527, said point being on a non-tangent curve;

THENCE along the southerly and westerly line of said tract, the following courses:

Northwesterly 670.61 feet along the arc of a non-tangent curve to the right, having a radius of 892.44 feet, the radius point of which bears N 00°23'11" E, through a central angle of 43°03'14" to a point of tangency;

N 46°33'35" W, 64.32 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 46°33'35' W, 387.77 feet;

N 36°28'56" E, 395.20 feet;

THENCE N 64°36'16" W, 154.45 feet to a point of curvature;

THENCE westerly 396.64 feet along the arc of a tangent curve to the left, having a radius of 520.00 feet, through a central angle of 43°42'13" to a point of tangency;

THENCE S 71°41'31" W, 247.88 feet;

THENCE S 18°18'29" E, 801.33 feet to a point of curvature;

EXHIBIT C

THENCE southeasterly 39.27 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 90°00'00" to a point of tangency;

THENCE N 71°41'31" E, 487.68 feet to a point of curvature;

THENCE northeasterly 67.16 feet along the arc of a tangent curve to the left, having a radius of 369.00 feet, through a central angle of 10°25'43" to THE TRUE POINT OF BEGINNING.

Containing 10.1 acres, more or less.

See attached Exhibit "C-C".

Written by: C.A.G.
Checked by: R.J.W.

L10:L66

9912010353

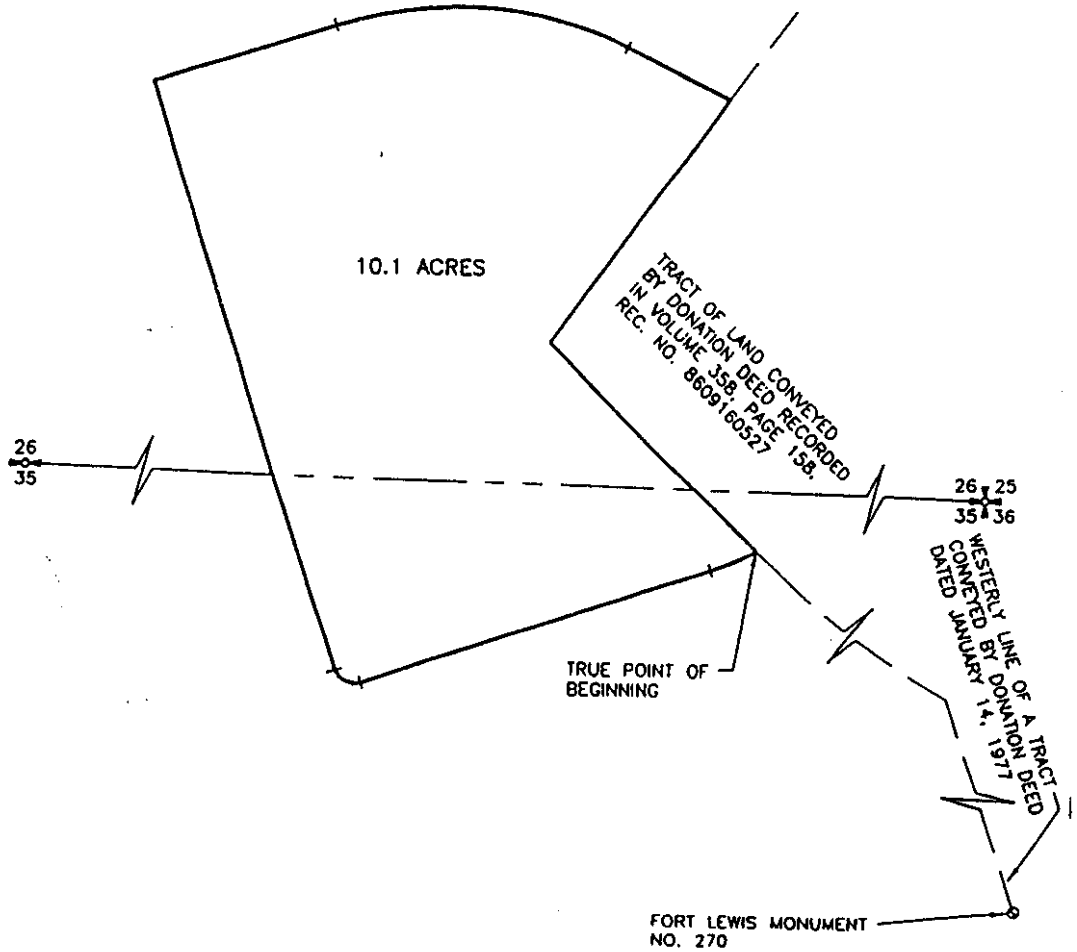
EXHIBIT C

TO ACCOMPANY LEGAL DESCRIPTION FOR
THE ELEMENTARY SCHOOL SITE

A PORTION OF THE SE 1/4 OF SECTION 26 AND OF
THE NE 1/4 OF SECTION 35, TWP. 19 N., RGE. 1 E., W.M.,
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 200'



JOB NO. 129-08-954-002
DRAWING NAME : EXH-CC
DATE : 08-03-92
DRAWN : C.A.G.
SHEET 1 OF 1

9912010353

WRECO
Job No. 129-08-971-003
Revision of October 27, 1999

Exhibit A

LEGAL DESCRIPTION
FOR PROPOSED MIDDLE SCHOOL SITE

That portion of the southwest quarter of Section 26, Township 19 North, Range 1 East, W.M., City of Dupont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the centerline intersection of Center Drive and Palisade Boulevard as depicted on the plat of "Palisade Divisions 6 and 7" as recorded under Pierce County Recording No. 9907205001, being a surface brass cap with punch set in concrete;

THENCE along the centerline of Center Drive, southerly 84.15 feet along the arc of a non-tangent curve to the left, having a radius of 1500.00 feet, the radius point of which bears N 89°36'20" E, through a central angle of 03°12'52";

THENCE S 86°23'28" W, 60.00 feet to the westerly margin of Center Drive and the TRUE POINT OF BEGINNING;

THENCE along said westerly margin, southerly 724.30 feet along the arc of a non-tangent curve to the left, having a radius of 1560.00 feet, the radius point of which bears N 86°23'28" E, through a central angle of 26°36'08" to a point of tangency;

THENCE continuing along said westerly margin, S 30°12'40" E, 261.35 feet to a point of curvature;

THENCE southerly 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 90°00'00" to a point of tangency;

THENCE S 59°47'20" W, 23.59 feet to a point of curvature;

THENCE westerly 301.78 feet along the arc of a tangent curve to the right, having a radius of 250.00 feet, through a central angle of 69°09'48" to a point of reverse curvature;

720 South 348th Street
Federal Way, WA 98003
Tel (253) 838 6113
Fax (253) 838 7104
www.esmcivil.com
Tacoma (253) 927 0619
Seattle (206) 627 5911
Bremerton (360) 792 3175
Civil Engineering
Project Management
Land Surveying
Land Planning
Public Works

Exhibit A

THENCE westerly 399.04 feet along the arc of a tangent curve to the left, having a radius of 350.00 feet, through a central angle of 65°19'28" to a point of tangency;

THENCE S 63°37'40" W, 148.55 feet to a point of curvature;

THENCE southwesterly 178.11 feet along the arc of a tangent curve to the right, having a radius of 400.00 feet, through a central angle of 25°30'45" to a point of tangency;

THENCE S 89°08'25" W, 141.02 feet to a point of curvature;

THENCE westerly 44.57 feet along the arc of a tangent curve to the left, having a radius of 400.00 feet, through a central angle of 06°23'02" to a point of cusp;

THENCE northwesterly 157.53 feet along the arc of a non-tangent curve to the left, having a radius of 580.00 feet, the radius point of which bears S 69°38'08" W, through a central angle of 15°33'41" to a point of tangency;

THENCE N 35°55'33" W, 314.77 feet to the southerly line of that 90 foot wide easement conveyed to Puget Sound Power and Light Company by instrument filed under Pierce County Recording No. 9004190543;

THENCE along said southerly line, N 54°04'43" E, 1118.68 feet;

THENCE N 89°36'20" E, 145.40 feet to a point of curvature;

THENCE southeasterly 68.16 feet along the arc of a tangent curve to the right, having a radius of 45.00 feet, through a central angle of 86°47'08" to the TRUE POINT OF BEGINNING.

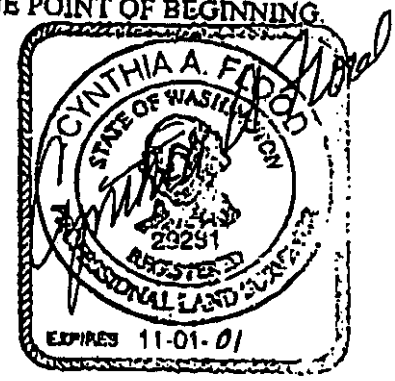
Containing 20.00 acres, more or less.

See attached Exhibit "B".

Written by: C.A.F.
Checked by: J.M.L.

10/29/99

f:\csm-johs\129\08\document\L129085.doc

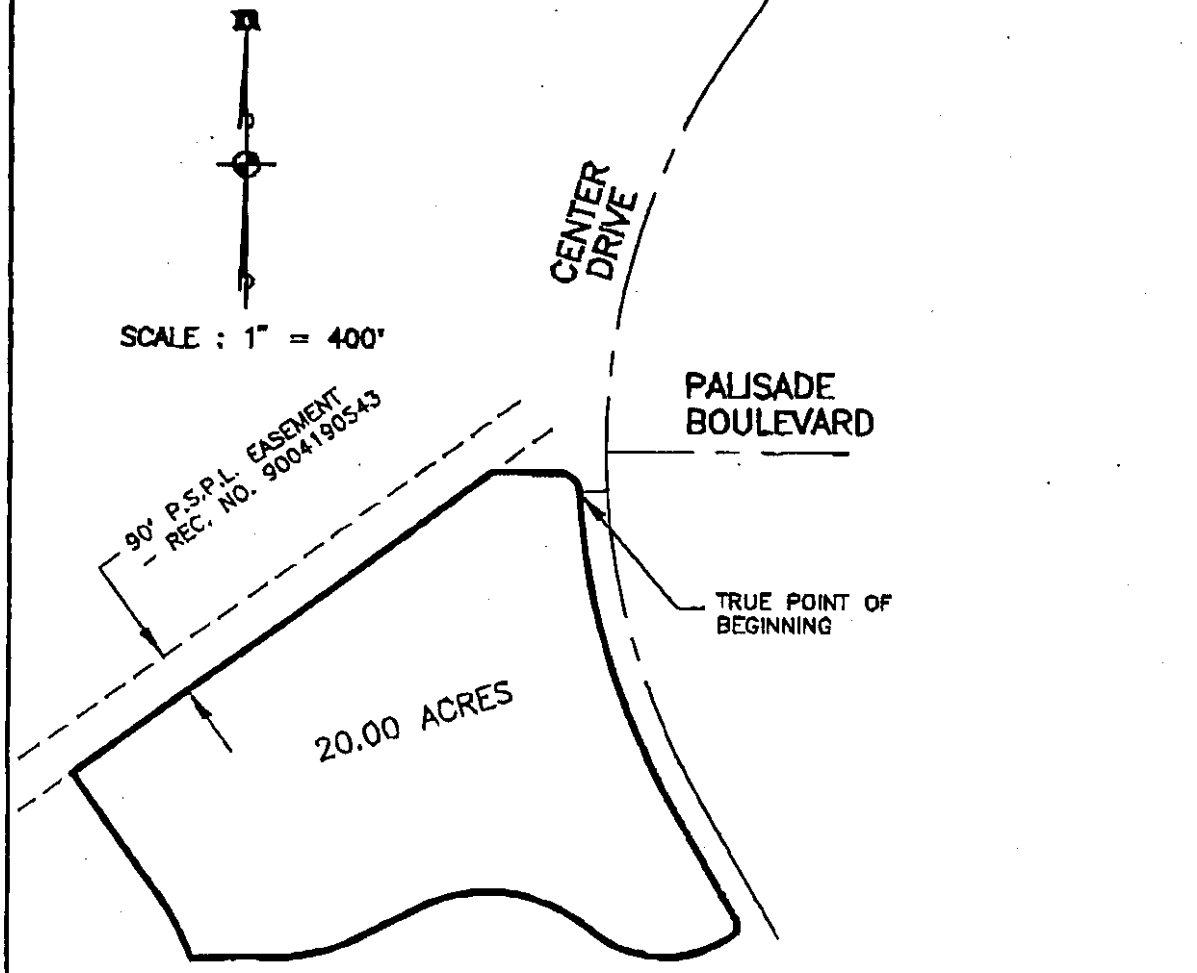


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Exhibit D

TO ACCOMPANY LEGAL DESCRIPTION FOR MIDDLE SCHOOL

A PORTION OF THE SW 1/4 OF SECTION 26,
TWP. 19 N., RGE. 1 E., W.M.,
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



SCALE : 1" = 400'

JOB NO. 129-08-971-003
DRAWING NAME : 129\08\971\PLOTS\EXH-M4
DATE : 10-27-99
DRAWN : C.A.F.
SHEET 1 OF 1

ESM CONSULTING ENGINEERS LLC
720 S. 348th Street
Federal Way, WA 98003
www.esmcivil.com
Civil Engineering Public Works | Land Surveying Project Management | Land Planning Landscape Architecture

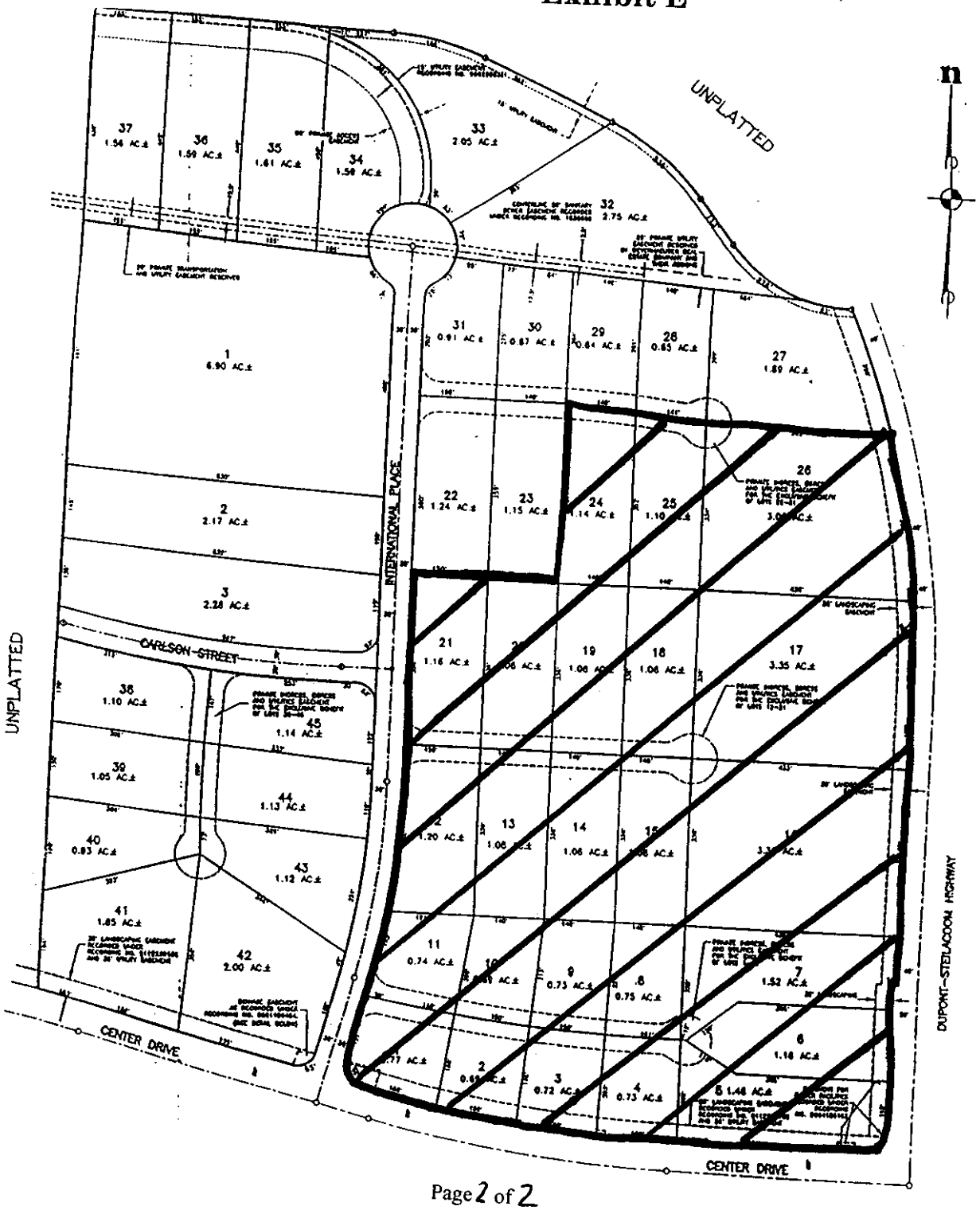
EXHIBIT E
SITE C

Lots 1 through 21, inclusive, and Lots 24 through 26, inclusive, of the Northwest Landing Industrial Park Plat, Division 1, as recorded under Pierce County Auditor's File No. 9609090634.

Situate in the City of DuPont, County of Pierce, State of Washington.

9912010353

Exhibit E



9912010353

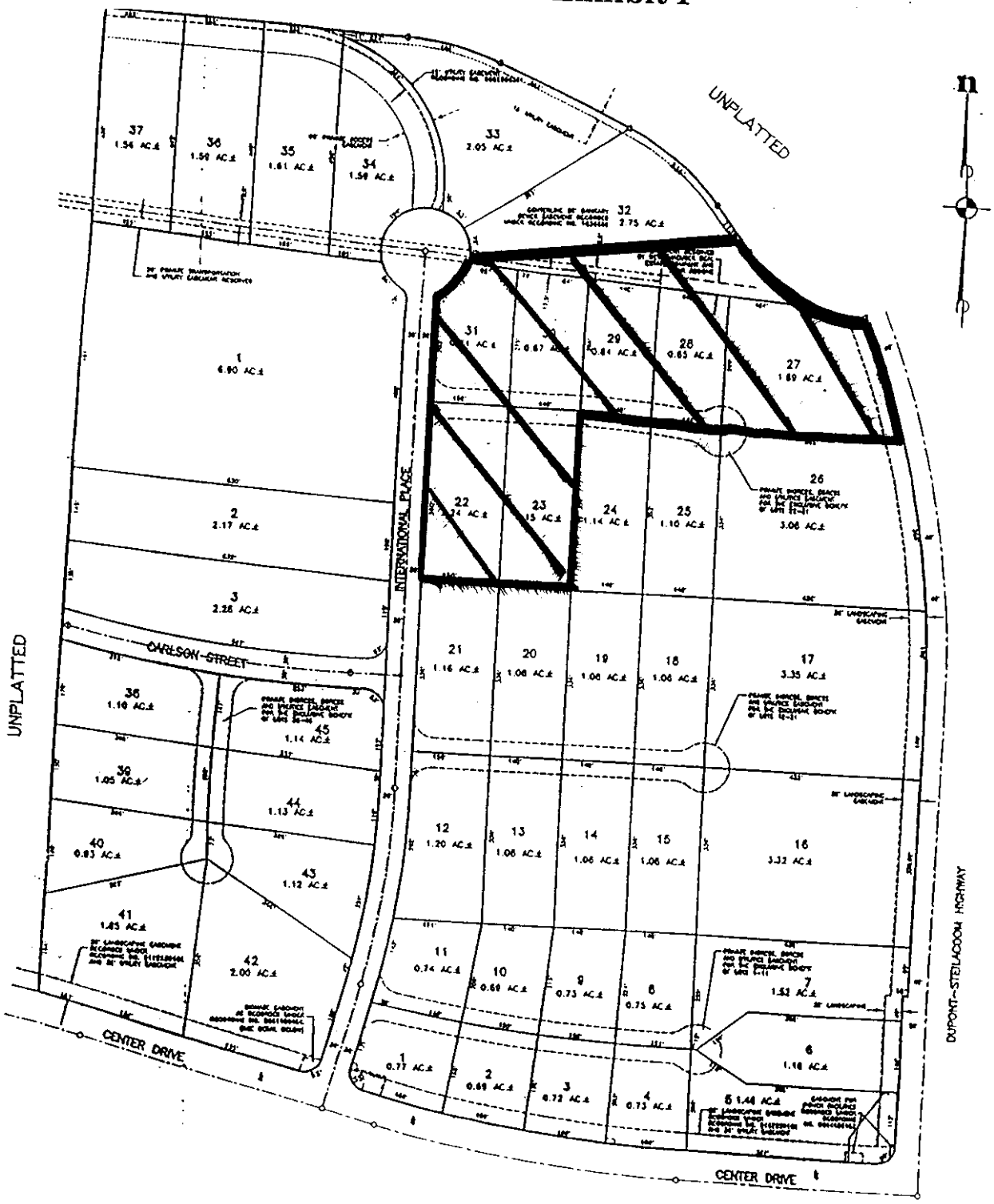
EXHIBIT F
SITE D

Lots 22 and 23, inclusive and Lots 27 through 31, inclusive, and the southeasterly 1/3* of Lot 32 of the Northwest Landing Industrial Park Plat, Division 1, as recorded under Pierce County Auditor's File No. 9609090634.

Situate in the City of DuPont, County of Pierce, State of Washington.

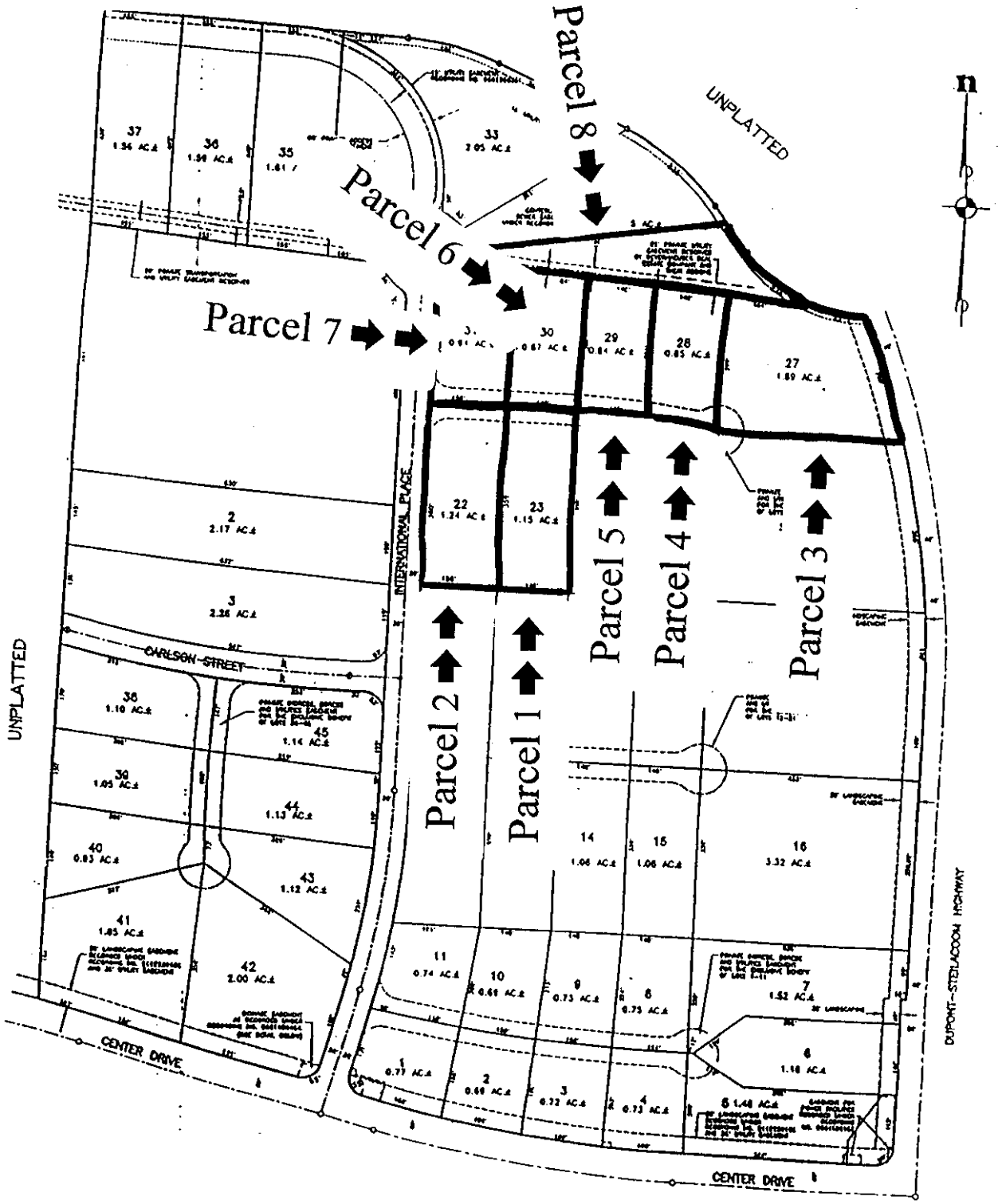
*This fraction is only an estimate intended to reflect the approximate location of the future boundary between Lots 32 and 33.

Exhibit F



9912010353

Exhibit F-1



9912010353

EXHIBIT G

Return Address:
Terri Vancil
Weyerhaeuser Real Estate Company
NWL-114
P.O. Box 2999
Tacoma, WA 98477-2999

Document Title(s) (or transactions contained therein): 1. **Release of Reversion Rights** 2. 3. 4.
Grantor(s) Name (last, first, and initials): 1. **Weyerhaeuser Real Estate Company** 2. 3. 4. 5. ☐ Additional Names on Page _____ of Document
Grantee(s) Name (last, first, and initials): 1. **Steilacoom Historical School District No. 1** 2. 3. 4. ☐ Additional Names on Page _____ of Document
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range) Legal Description is on ___ of Document.
Reference Number(s) of Documents Assigned or Released: 1. **Pierce County Auditor's File No. 9606190792** 2. 3. 4. ☐ Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s) **01-19-35-1-016 and 01-19-35-1-019**

RELEASE OF REVERSION RIGHTS

This Release of Reversion Rights ("Release") is made by Weyerhaeuser Real Estate Company, a Washington corporation, through its Land Management Division ("WRECO").

Background

On March 26, 1996, WRECO conveyed the real property described on Exhibit "A-1" and depicted on Exhibit "A-2")(the "Property") to Steilacoom Historical School District No. 1 (the "District"). The Statutory Warranty Deed conveying the Property to the District was recorded under Pierce County Auditor's File No. 9606190792 (the "Deed").

As more fully stated in Exception 9 of the Deed, the conveyance was subject to reversion rights as set forth and agreed upon in that certain school funding agreement dated October 10, 1992, by and between WRECO and the District. However, due to the benefit to be gained and pursuant to that certain School Mitigation Agreement dated _____, 1999, WRECO now desires to release the reversion rights it reserved when it conveyed the Property.

Release of Reversion Rights

NOW, THEREFORE, WRECO hereby releases and quit claims to the District all of its reversion rights in the Property described above.

Weyerhaeuser Real Estate Company,
a Washington corporation, through its
Land Management Division

Thomas B. Miller

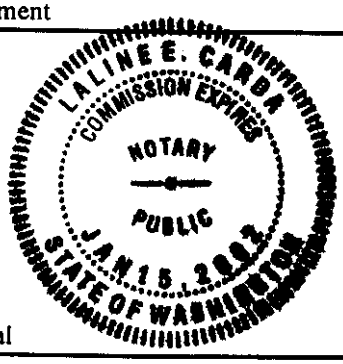
By: _____

Its: _____ Vice President

Date: 3-11-99

STATE OF WASHINGTON)
)ss.
County of Pierce)

On this 11 day of MARCH, 1999, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THOMAS B. MILLER, to me known to be _____ Vice President of Weyerhaeuser Real Estate Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument



Notary Seal

Laline E Carda
LALINE E. CARDA
Notary Public in and for the State of Washington
residing at GRAHAM
My appointment expires: JANUARY 15, 2002

9912010353

EXHIBIT H

After Recording Return To:
Preston Gates & Ellis LLP
5000 Columbia Center
701 Fifth Avenue
Seattle, Washington 98104-7078
Attn: Grace T. Yuan

Memorandum of Option to Acquire Real Estate

GRANTOR: Weyerhaeuser Real Estate Company, Inc.

GRANTEE: Steilacoom Historical School District No. 1

Legal Description

Abbreviated: _____
Additional legal on Exhibit C to document.

Assessor's Tax Parcel I.D. No.: _____

This is to give notice of an Option to Acquire Real Estate relating to the real property described on Exhibit E attached hereto (the "Property"). The Optionor is Weyerhaeuser Real Estate Company, Inc., a Washington corporation. The Optionee is Steilacoom Historical School District No. 1. The option is for a term set forth in Section 6 of the School Mitigation Agreement between Weyerhaeuser Real Estate Company and the Steilacoom Historical School District No. 1. Dated _____, ____, 1999. This memorandum is being recorded contemporaneously with the execution of the option in the records of Pierce County, Washington.

DATED: _____.

OPTIONER:	OPTIONEE:
WEYERHAEUSER REAL ESTATE COMPANY, INC., a Washington Corporation	STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1
By _____ David Brentlinger Its General Manager	By _____ Dr. Arthur Himmler Its Superintendent

9912010353

EXHIBIT I

After Recording Return To:
Preston Gates & Ellis LLP
5000 Columbia Center
701 Fifth Avenue
Seattle, Washington 98104-7078
Attn: Grace T. Yuan

Memorandum of Option to Acquire or Purchase Real Estate

GRANTOR: Weyerhaeuser Real Estate Company, Inc.

GRANTEE: Steilacoom Historical School District No. 1

Legal Description

Abbreviated: _____
Additional legal on Exhibit D to document.

Assessor's Tax Parcel I.D. No.: _____

This is to give notice of an Option to Acquire or to Purchase Real Estate relating to the real property described on Exhibit F attached hereto (the "Property"). The Optionor is Weyerhaeuser Real Estate Company, Inc., a Washington corporation. The Optionee is Steilacoom Historical School District No. 1. The option is for a term of four (4) years from the date of execution of this memorandum of option. This memorandum is being recorded contemporaneously with the execution of the option in the records of Pierce County, Washington.

DATED: _____.

OPTIONER:	OPTIONEE:
WEYERHAEUSER REAL ESTATE COMPANY, INC., a Washington Corporation	STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1
By _____ David Brentlinger Its General Manager	By _____ Dr. Arthur Himmler Its Superintendent

EXHIBIT J

This page left intentionally blank. The parties acknowledge that the agreement does not contain a reference to an Exhibit J

EXHIBIT K

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$_____ _____, 19__

FOR VALUE RECEIVED, the undersigned promises to pay in lawful money of the United States to the order of the Steilacoom Historical School District No. 1, Pierce County, Washington, a municipal corporation (the "District"), on _____ __, 2004, at 510 Chambers, Steilacoom, Washington 98388, or at such other place as the holder hereof may from time to time designate in writing, the sum of _____ ($_____).

This Note may be prepaid in full only, at any time, without penalty.

If payment is not made within fifteen (15) days of the scheduled payment date, then, the holder hereof shall be entitled to collect, and the undersigned agrees to pay with such payment, a late charge of five cents ($.05) for each dollar so overdue. The parties agree that such sum is a reasonable estimate of the damages to the holder for the failure to make timely payments. If any payment is not made when due, such failure shall constitute a default hereunder and, at the option of the holder of this Note, without prior notice, the entire indebtedness hereby represented shall immediately become due and payable and bear interest at the rate of _____% per annum until this Note is fully paid. It is specifically acknowledged by the undersigned that timely payment is of the essence of this Note.

If suit is brought on this Note, or if it is placed in the hands of attorneys for collection, after any default, the undersigned promises and agrees to pay all costs of collection, including actual attorneys' fees incurred thereby, whether or not a suit is filed.

The undersigned and all endorsers and all persons liable or to become liable on this Note, waive demand, presentment and protest, waive notice of demand, protest, dishonor and nonpayment, consent to any and all renewals and extensions of the time and payment hereof and further agree that at any time the terms of payment hereof may be modified or security released by agreement between the holder hereof and the undersigned without affecting the liability of any party to this Note or any person liable or to become liable with respect to any indebtedness evidenced thereby.

9912010353

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, MODIFY LOAN TERMS, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

This Note is made with reference to and is to be construed in accordance with the laws of the State of Washington.

WEYERHAEUSER REAL
ESTATE COMPANY

By _____
Its: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby assigns this Note, without recourse, to:

_____
_____
_____

DATED: _____.

STEILACOOM HISTORICAL SCHOOL
DISTRICT NO. 1, PIERCE COUNTY,
WASHINGTON

By _____
Its: _____

9912010353

EXHIBIT L

OWNERSHIP AND CAPITAL BASE MAINTENANCE AGREEMENT

Steve Wilson, Superintendent
Steilacoom Historical School
District No. 1
510 Chambers
Steilacoom, WA 98388

Dear Mr. Wilson:

The undersigned, Weyerhaeuser Company, a Washington corporation ("Weyerhaeuser"), owns and controls all of the presently outstanding capital stock of Weyerhaeuser Real Estate Company, a Washington corporation ("WRECO").

As additional consideration for the School Funding Agreement between WRECO and Steilacoom School District, Weyerhaeuser covenants and agrees with Steilacoom School District and its successors or assigns, if any, that so long as any obligation of WRECO under the School Funding Agreement remains outstanding:

(1) Weyerhaeuser or a wholly-owned subsidiary of Weyerhaeuser will at all times own and control not less than 79% of the issued and outstanding shares of capital stock of WRECO at the time outstanding and having ordinary voting power for the election of all or a majority of the directors of WRECO.

(2) If at any time or from time to time the Capital Base (as defined below) of WRECO shall be less than $100 million, Weyerhaeuser will forthwith purchase for cash from WRECO additional shares of capital stock or subordinated debt of WRECO or make cash contributions to the capital or surplus of WRECO, in either event in an amount sufficient to cure such deficiency in Capital Base.

Capital Base means the sum of the amount set forth on WRECO's Consolidated Balance Sheet, prepared in accordance with generally accepted accounting principles, as (1) common shares, (2) the value of all outstanding preferred stock, (3) subordinated debt due Weyerhaeuser, and (4) other capital and retained earnings, less the sum of intangibles including goodwill, patents, trade names, trademarks, unamortized debt discount and expense, deferred assets (other than prepaid taxes and insurance), experimental or organization expense, any reappraisal,

9912010353

revaluation or write-up of assets, and such other assets as are properly classified as "intangible assets" in accordance with generally accepted accounting principles.

In the event of a default of the terms and conditions set forth above, Weyerhaeuser hereby agrees to assume all of WRECO's obligations set forth under paragraph 5 of the School Funding Agreement. Further, in the event Weyerhaeuser shall assume all of WRECO's obligations as set forth under paragraph 5 of the School Funding Agreement, Weyerhaeuser shall have no further obligation under this Ownership and Capital Base Maintenance Agreement.

Dated: October 13, 1992

WEYERHAEUSER COMPANY

By: D R Edwards

Its: Vice President

Attest:

Kathy Ermatinger
Asst. Secretary

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me David R. Edwards, to me known to be the Vice President of Weyerhaeuser Company, the corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

GIVEN under my hand and official seal this 13th day of October, 1992.

Janet D. Mick
NOTARY PUBLIC in and for the State of Washington, residing at Tacoma
My Commission Expires: 5-1-94

9912010353

EXHIBIT M

American Arbitration Association

REQUEST FOR MEDIATION

To:
(name of party upon whom the request is made)
Address:
City and State:
Telephone: Fax:

The undersigned party to an agreement contained in a written contract, dated _____, providing for mediation under the Commercial Mediation Rules of the American Arbitration Association, hereby requests mediation thereunder. (Attach the mediation clause or quote it hereunder.)

NATURE OF DISPUTE: (Attach additional sheets if necessary.)

THE CLAIM OR RELIEF SOUGHT: (the amount, if any)

TYPE OF BUSINESS: Filing Party _____ Responding Party _____
MEDIATION LOCALE REQUESTED: _____
(City and State)

You are hereby notified that copies of our mediation agreement and of this request are being filed with the American Arbitration Association at its _____ office, with the request that it commence the administration of the mediation.

Signed_____ Title_____

Name of Filing Party:
Address:
City and State: ZIP Code:
Telephone: Fax:
Name of Representative:
Representative's Address:
City and State: Zip Code:
Telephone: Fax:

To institute proceedings, please send three copies of this request with the administrative fee, as provided for in the rules, to the AAA. Send the original request to the responding party.

9912010353

Exhibit N

	300039-004	**Section 26**	300020-005	300050-009-0	**Zetterberg - Div I**
Section 22	300039-005	01-19-26-1-011	300020-006	300050-010-0	300020-047
01-19-22-1-006	300039-006	01-19-26-1-018	300020-007	300050-011-0	300020-048
01-19-22-3-001	300039-007	01-19-26-1-019	300020-008	300050-012-0	300020-049
01-19-22-3-002	300039-008	01-19-26-2-004	300020-009	**Industrial Park Div 1**	300020-050
Section 23	300039-009	01-19-26-2-005	300020-023	01-19-24-2-017	300020-051
01-19-23-1-006	300039-010	01-19-26-3-004	300020-025	01-19-24-3-005	300020-054
01-19-23-3-005	300039-011	01-19-26-3-006	300020-026	01-19-25-2-005	300020-056
01-19-23-4-011	300039-012	01-19-26-5-001	300020-027	01-19-25-2-018	300020-057
Section 24	300039-013	01-19-26-5-004	300020-028	01-19-25-2-019	300020-058
See Sec 25 Ind. Plat	300039-014	01-19-26-5-003	300020-029	**Barksdale Station**	300020-059
Section 25	300039-015	300038-008-0	300020-030	01-19-36-2-001	**Palisade Elementary**
01-19-25-2-009	300039-016	300038-009-0	300020-031	01-19-36-2-002	01-19-35-1-016
01-19-25-2-011	300039-017	300038-010-0	300020-032	01-19-36-2-027	01-19-35-1-019
01-19-25-2-013	300039-018	300038-011-0	300020-033	01-19-36-2-028	**INTEL**
01-19-25-2-020	300039-019	300038-012-0	300020-034	**Divisions 3A and 3B**	01-19-23-4-010
01-19-25-2-022	300039-020	300038-013-0	300020-035	01-19-26-1-013	**CARINO**
300006-001 O	300039-021	300038-014-0	300020-036	01-19-26-3-005	Bay Colony
300006-002 O	300039-022	300038-015-0	300020-037	**ROA**	**CARINO**
300006-003 O	300039-023	300038-016-0	300020-038	300020-065	Clock Tower Village
300006-004 O	300039-024	300038-017-0	300020-039	300020-068	**CARINO**
300006-005 O	300039-025	300038-018-0	300020-040	300026-0830	Division 8
300006-006 O	300039-026	**Section 27**	300020-041	300037-031-0	**RUSH**
300006-007 O	300039-027	01-19-27-1-001	300020-042	300037-032-0	300037-001 thru 030
300006-008 O	300039-028	**Section 28**	300020-043	300037-033-0	300038-001 thru 007
300006-009 O	300039-029	01-19-28-4-004	300020-063	300037-071-0	300038-019 thru 028

Exhibit N

300006-010	300039-030	**Section 33**	300020-064	300038-073-0	
300006-011	300039-031	01-19-33-1-001	300020-069	**STATE FARM**	
300006-012	300039-032	**Section 34**	300020-070	01-19-35-1-012	
300006-013	300039-033	01-19-34-1-000	300020-071	01-19-35-1-013	
300006-014	300039-038	629500-001-0	**Section 36**	01-19-36-2-044	
300006-015	300039-039	**Section 35**	01-19-36-2-043	**SNH Corp.**	
300006-016	300039-040	01-19-35-1-014	300050-001-0	300022-0010	
300006-017	300039-041	01-19-35-1-022	300050-002-0	300022-002-0	
300006-018	300039-042	01-19-35-2-034	300050-003-0	300039-034	
300006-019	300039-043	01-19-35-2-035	300050-004-0	300039-035	
300022-003-0	300039-044	300020-001	300050-005-0	300039-036	
300039-001	300039-045	300020-002	300050-006-0	300039-037	
300039-002		300020-003	300050-007-0	**Centex**	
300039-003		300020-004	300050-008-0	300026-010 THRU 070	
				300038-029 thru 070	

200810090246 11 PGS
10/09/2008 11:55am $52.00
PIERCE COUNTY, WASHINGTON

After recording return to:

City of DuPont
Attn: Erin Larsen
303 BArksdale Ave
DuPont, WA 98327

Document Title(s) (or transactions contained therein): 1. Agreement for Right of Way and Landscaping Maintenance for Hoffman Hill Division 5, Phase 1(Village IV) at Northwest Landing 2.
Grantor(s) Name (last, first, and initials): 1. The Quadrant Corporation 2. ☐ Additional Names on Page _____ of Document
Grantee(s) Name (last, first, and initials): 1. The Public 2. City of DuPont ☐ Additional Names on Page _____ of Document
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range) The Plat of Hoffman Hill, Division 5, Phase 1(Village IV), recorded under Pierce CountyAuditor Number: ☐ Legal Description is on Page ____ of Document.
Reference Number(s) of Documents Assigned or Released: 1. None 2. ☐ Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s) A portion of Tax Parcel Number **0119331014**

Agreement for Right-of-Way and Landscaping Maintenance for
Hoffman Hill Division 5, Phase 1(Village IV)
at
Northwest Landing

THIS AGREEMENT is made by and between the Quadrant Corporation, a Washington corporation (hereinafter referred to as "Quadrant"), and the City of DuPont, a Washington municipal corporation (hereinafter the "City").

WHEREAS, Quadrant is the owner of certain real property located in the City of DuPont, County of Pierce, State of Washington that is commonly known as Hoffman Hill Division 5, Phase 1(Village IV) and is legally described on Exhibit "A," and;

WHEREAS, Quadrant and the City desire to establish Quadrant's responsibility for the maintenance of the public right-of-way improvements and landscaping within Hoffman Hill Division 5, Phase 1(Village IV);

NOW, THEREFORE, Quadrant, its successors and assigns, hereby covenant with the City to establish the following obligations in order to provide for the maintenance of the public right-of-way improvements and landscaping within Hoffman Hill Division 5, Phase 1(Village IV):

Section 1. Rights-of-Way within Hoffman Hill Division 5, Phase 1(Village IV). This Agreement shall cover all public right-of-way improvements and landscaping within Hoffman Hill Division 5, Phase 1(Village IV) that is marked on the drawing that is attached as Exhibit "B" to this Agreement.

Section 2. Maintenance Obligations for Landscaping. Quadrant hereby agrees to be responsible for and to bear the expenses related to the maintenance of landscaping along all public rights-of-way within Hoffman Hill Division 5, Phase 1(Village IV). Such maintenance responsibilities include, but are not limited to, upkeep of the irrigation system, weeding, watering, mowing and trimming. This obligation shall continue until September 23, 2015. By March 22, 2014, the City and Quadrant shall meet to determine continuing responsibility for these obligations.

Section 3. Pavement Management, Signs and Snow Removal. The City hereby agrees to be responsible for and shall bear the expenses related to pavement management, maintenance of traffic signs and striping, and snow removal for all public rights-of-way within Hoffman Hill Division 5, Phase 1(Village IV).

Section 4. Street Maintenance. The City and Quadrant hereby agree to be responsible for and to bear the expenses related to the maintenance of street and sidewalk areas within Hoffman Hill Division 5, Phase 1(Village IV) on the percentage basis that is set forth in the chart below. Such maintenance responsibilities include, but are not limited to, sweeping, maintenance, resurfacing, replacement, and repair of the street and sidewalk improvements.

TIME PERIOD		PERCENTAGE OF RESPONSIBILITY	
September 23, 2008	until September 22, 2010	Quadrant: 100%	City: 0%
September 23, 2010	until September 22, 2011	Quadrant: 50%	City: 50%
September 23, 2011	until September 22, 2012	Quadrant: 40%	City: 60%
September 23, 2012	until September 22, 2013	Quadrant: 30%	City: 70%
September 23, 2013	until September 22, 2014	Quadrant: 20%	City: 80%
September 23, 2014	until September 22, 2015	Quadrant: 10%	City: 90%
September 23, 2015	and beyond	Quadrant: 0%	City: 100%

Section 5. Calculation of Expenses for Street Maintenance. Expenses relating to street maintenance shall be calculated on a road lifespan basis rather than annual actual costs (i.e., resurfacing cost divided by year of life: 20 years), and are as set forth on Exhibit "C."

Section 6. Stormwater Facilities. The City agrees that it is responsible for and shall bear all expenses related to the cleaning and maintenance of the stormwater facilities within Hoffman Hill Division 5, Phase 1(Village IV).

Section 7. Street Lighting. Quadrant shall initially bear the responsibility and expense of maintaining the street lighting system within Hoffman Hill Division 5, Phase 1(Village IV); provided, however, that the City shall assume such responsibility and expense six (6) months from the date that the last home (not rental unit) in Hoffman Hill Division 5, Phase 1(Village IV) is conveyed to a retail purchaser and Quadrant provides the City with written notice of same.

Section 8. City's Consideration of Amendment of Street Maintenance Responsibilities. The parties have negotiated the street maintenance responsibilities in this Agreement as part of the City's final plat approval of Hoffman Hill Division 5, Phase 1(Village IV). If requested by Quadrant, the City agrees to schedule a public hearing to consider amendment of the street maintenance responsibilities set forth in this Agreement.

Section 9. City's Request for Immediate Repairs and/or Maintenance.

A. *Cooperation on Immediate Repair.* Quadrant acknowledges that the City and/or Quadrant may have liability to third parties if the street or sidewalk facilities are not adequately repaired or maintained. Quadrant agrees to cooperate with the City to initiate any repairs and/or maintenance as directed by the City so that such liability is decreased or eliminated.

B. *City's Response to Quadrant's Failure to Perform.* Execution of this Agreement shall not affect the City's present or future interest in, or use of, any public right-of-way. If the City should at any time determine that a portion, segment, or all of the right-of-way area subject to this Agreement should be removed, replaced or modified, the City shall notify Quadrant in writing of the same, and Quadrant shall take all necessary actions, at its own expense, to remedy the situation. In the alternative, if Quadrant does not perform the necessary work within the time frame stated in the City's

written notice to Quadrant, the City may employ a contractor to take such action, and Quadrant shall reimburse the City on demand for all reasonable and necessary costs and expenses related thereto.

C. *Emergencies*. The City shall not be required to provide Quadrant with any written notice in the event the City determines that an emergency situation exists in which damage to property or injuries to persons may result if the situation is not remedied prior to the time required for notice.

Section 10. Quadrant's Assignment of Obligations to the Northwest Landing Commercial Owners Association. Quadrant may assign its obligations and responsibilities under this Agreement to the Northwest Landing Commercial Owners Association or any other owners association, for so long as the Northwest Landing Commercial Owners Association or other association remains in existence and upon the condition that the Commercial Owners Association assumes all of the obligations, liabilities and agreements of the parties under this Agreement. However, such assignment shall not relieve Quadrant from any responsibility or liability under this Agreement, and the City may enjoin, abate or remedy any breach or continuation of a breach by appropriate proceedings against Quadrant alone.

Section 11. Representations or Warranties. Each signatory to this Agreement represents and warrants that he or she has full authority to execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. Upon proper execution and delivery, this Agreement will have been duly entered into by the parties, will constitute as to each party a valid, legal and binding obligation, and will be enforceable against each party in accordance with the terms herein.

Section 12. Severability. If a court of competent jurisdiction determines that any section of this Agreement is invalid, such invalidity shall not affect any other provision of this Agreement.

Section 13. Enforcement. The prevailing party in any legal action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees, expert witness, fees, costs and any such fees and costs incurred on appeal. This Agreement constitutes Quadrant's compliance with a condition of the preliminary plat approval: If Quadrant or any other subsequent Owner of the property in the plat fails or refuses to perform the terms and conditions of this Agreement, the City may remedy such breach by appropriate proceedings which may include an enforcement action under the DuPont Subdivision Code.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Section 15. Waiver. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Quadrant. No term shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 16. Integration. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and Quadrant, and supersedes all proposals, oral and written, between the parties on the subject.

Section 17. Quadrant Representative. The Quadrant representative to contact regarding this agreement is Corey Watson, Senior Development Manager, (360) 486-8100, 8120 Freedom Lane NE, Suite 201, Lacey, WA 98516.

IN WITNESS WHEREOF, the parties have executed this Agreement on the later of the dates written below.

CITY OF DUPONT,
a municipal corporation in the State of Washington

By: Tamara L. Jenkins
Tamara L. Jenkins, Mayor

Date: 9/23/08

ATTEST:

By: Erin Larsen
Erin Larsen
Its: City Clerk

Date: 9/23/08

THE QUADRANT CORPORATION,
a Washington State corporation

By: Gregory D. Moore
Gregory D. Moore, Vice President

Date: 7/8/08

APPROVED AS TO FORM:

By: _____

Its: City Attorney

Date: _____

ACCEPTANCE OF RESPONSIBILITIES
AND
CONSENT TO ASSIGNMENT

The Northwest Landing Commercial Owners Association, in accordance with the provisions of Section 3.15 of its Bylaws, hereby consents to the assignment of rights and responsibilities from Quadrant and accepts the rights and responsibilities set forth in this Agreement for Right of Way and Landscaping Maintenance for Hoffman Hill Division 5, Phase 1(Village IV).

The Northwest Landing Residential Owners Association, in accordance with the provisions of Section 3.16 of its Bylaws, hereby consents to the assignment of rights and responsibilities from Quadrant to the Commercial Owners Association as set forth in this Agreement for Right-of-Way and Landscaping Maintenance for Hoffman Hill Division 5, Phase 1(Village IV).

NORTHWEST LANDING COMMERCIAL OWNERS ASSOCIATION, a Washington State nonprofit corporation

By: Gregory D. Moore
Gregory D. Moore, President

Date: 7/8/08

By: David G. Renaud
David Renaud, Vice-President

Date: 7/8/08

NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION, a Washington State nonprofit corporation

By: Gregory D. Moore
Gregory D. Moore, President

Date: 7/8/08

By: David G. Renaud
David Renaud, Vice-President

Date: 7/8/08

The Quadrant Corporation
Job No. 129-047-982-0010
May 20, 2008

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
HOFFMAN HILL DIVISION 5 PHASE 1
(VILLAGE IV)

That portion of Section 33, Township 19 North, Range 1 East, W.M., City of DuPont, Pierce County, Washington, being more particularly described as follows:

COMMENCING at the east quarter corner of said Section 33, being a 6" x 6" inch concrete monument with hole in center, also known as Fort Lewis Monument No. 281, as shown on that record of survey by ESM, Inc. recorded under Pierce County Recording No. 9303050249;

THENCE along the monumented Fort Lewis boundary as shown on said record of survey, S 01°57'26" W, 247.94 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said monumented Fort Lewis boundary, S 01°57'26" W, 1077.42 feet to a 6" x 6" concrete monument with brass disc and P.K. nail, also known as Fort Lewis Monument No. 282 as shown on that record of survey;

THENCE along the south line of the northeast quarter of the southeast quarter of said Section 33 as shown on said record of survey, N 88°23'50" W, 1324.57 feet to a 3" diameter concrete monument with 1-1/2" brass disc with punch, at the southwest corner of said subdivision as shown on said survey;

THENCE along the west line of said northeast quarter of the southeast quarter, N 01°57'18" E, 1327.59 feet to a 6" x 6" concrete monument with large "X" at the northwest corner of said subdivision as shown on said survey;

THENCE N 20°23'38" E, 96.75 feet;

THENCE N 11°11'04" E, 49.00 feet to a point of curvature;

THENCE northeasterly 36.57 feet along the arc of a non-tangent curve to the left, having a radius of 24.50 feet, the radius point of which bears N 11°11'04" E, through a central angle of 85°31'56" to a point of reverse curvature;

THENCE northerly 75.95 feet along the arc of a tangent curve to the right, having a radius of 604.50 feet, through a central angle of 07°11'56" to a point of tangency;

THENCE N 22°51'04" E, 92.15 feet to the southerly line of the plat of "Hoffman Hill Division 4 Phase 2B (Village IV)" as recorded under Pierce County Recording No. 200608105004;

THENCE along said southerly line of said plat, the following courses:

N 22°51'04" E, 177.80 feet;

S 67°08'56" E, 59.00 feet to the most southerly point on the easterly margin of Hoffman Hill Boulevard as depicted on said plat, said margin being on the westerly line of the plat of "Hoffman Hill Division 4 Phase 3 (Village IV)" as recorded under Pierce County Recording No. 200702235002;

THENCE along said westerly line and the southerly line of said plat of "Hoffman Hill Division 4 Phase 3 (Village IV)", the following courses:

S 22°51'04" W, 177.80 feet;

S 67°08'56" E, 152.51 feet;

S 40°14'53" E, 467.52 feet;

S 15°14'05" E, 147.92 feet;

S 88°23'50" E, 647.60 feet to the TRUE POINT OF BEGINNING;

EXCEPT that portion thereof conveyed to Pierce County by deed recorded under Pierce County Recording No. 200711070297.

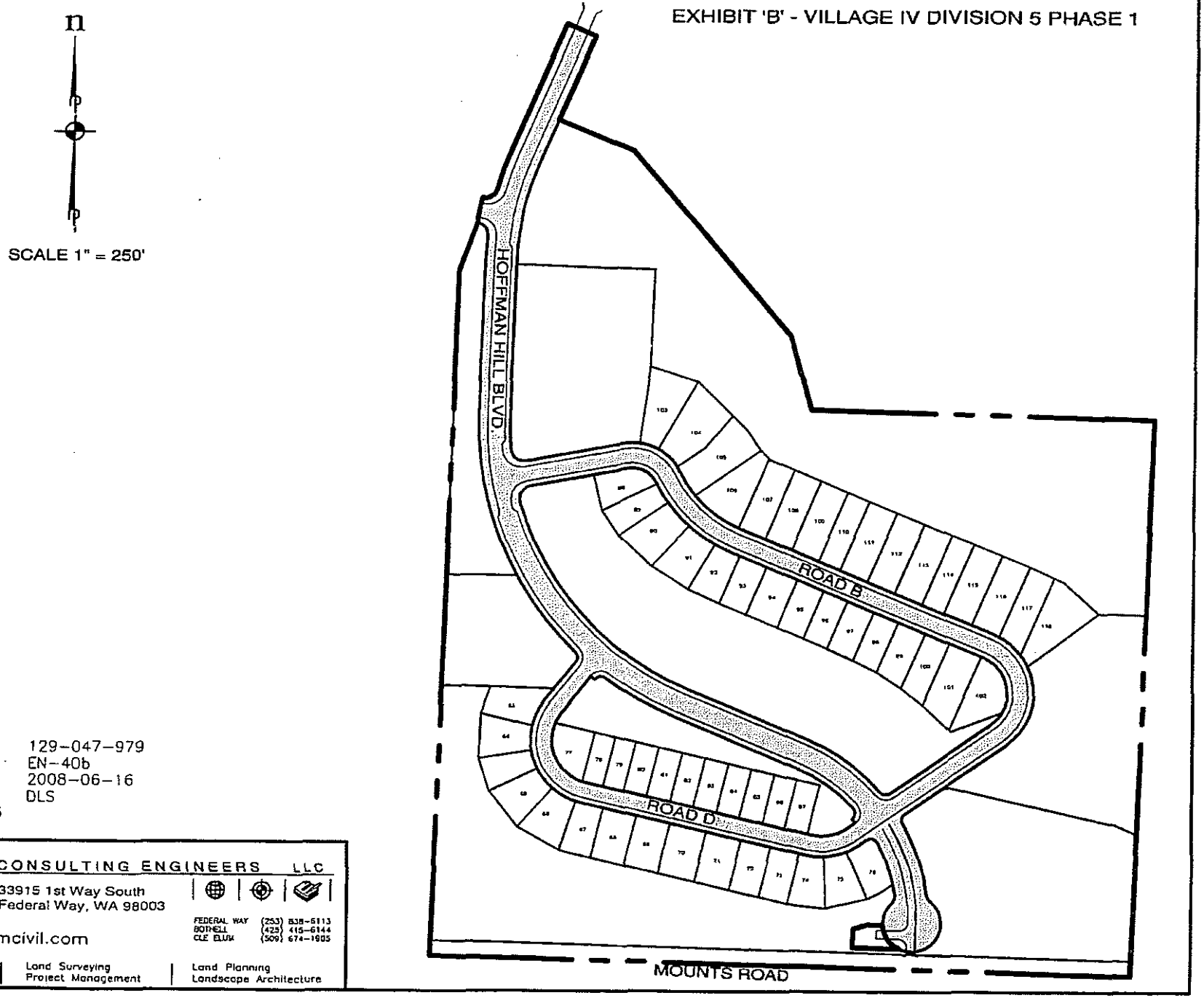
See attached Exhibit "B".

Written by: D.L.R.
Checked by: C.A.F.

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200810090246.009

EXHIBIT 'B' - VILLAGE IV DIVISION 5 PHASE 1



JOB NO. 129-047-979
DRAWING NAME EN-40b
DATE 2008-06-16
DRAWN DLS
SHEET 2 OF 3

ESM CONSULTING ENGINEERS LLC
33915 1st Way South
Federal Way, WA 98003
www.esmcivil.com
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
CLE ELUM (509) 674-1905
Civil Engineering | Land Surveying | Land Planning
Public Works | Project Management | Landscape Architecture

File: \\Esm8\ENGR\ESM-JOBS\129\47\979\exhibits\EN-40b.dwg
Plotted: 6/16/2008 3:40 PM
Plotted By: David Sala

ESM CONSULTING ENGINEERS LLC

June 18, 2008

Job No. 129-047-979

Mr. Douglas Bonner
Quadrant Corporation
1408 Palisade Blvd.
DuPont, WA 98327

Re: Village IV Division 5 Phase 1
ROA-COA Improvements

Dear Mr. Bonner:

Per your request, ESM Consulting Engineers, LLC. is providing you with the following breakdown for the square footage improvements to be maintained by the ROA or COA for the Village IV Division 5 Phase 1 project. These amounts should be utilized for preparing an improvements document showing amounts conveyed.

Sidewalk Square Footage	41,306 ft^2
Rock Wall Square Footage	26,900 ft^2

If you have any questions, please feel free to contact me at (800) 345-5694.

Sincerely,

ESM CONSULTING ENGINEERS, LLC.

JOSH PHILLIPS, P.E.
Engineer II

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33915 1st Way South
Suite 200
Federal Way, WA 98003

Tel (253) 838 6113
Fax (253) 838 7104
Toll Free (800) 345 5694

Bothell (425) 415 6144
www.esmcivil.com

Civil Engineering
Project Management
Land Surveying

Land Planning
Public Works
Landscape Architecture

CITY OF DUPONT
CONSTRUCTION COST ESTIMATE FOR OVERLAY
EXHIBIT C
G & O # 05466

VILLAGE IV, DIVISION 5, PHASE 1

No.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization, Cleanup & Demobilization	1	LS	$19,230.43	$19,230.43
2	Grinding	6,300	SY	$7.00	$44,100.00
3	Adjust Catch Basins\Manholes	34	EA	$300.00	$10,200.00
4	Adjust Valve Box	29	EA	$200.00	$5,800.00
5	Adjust Monument	4	EA	$400.00	$1,600.00
6	2" Asphalt Concrete Class "B", Pavement Overlay	1,633	TN	$75.00	$122,454.28
7	Waste hauling	210	CY	$15.00	$3,150.00
8	Striping	1	LS	$5,000.00	$5,000.00
	SUBTOTAL, CONSTRUCTION				$211,534.71
	SALES TAX @ 0.0% (W.S. Rev. Rule 171)				$0.00
	10% CONSTRUCTION CONTINGENCIES				$21,153.47
	TOTAL CONSTRUCTION				$232,688.18
	15% ENG., CONSTRUCTION MGMT, & ADM.				$34,903.23
	PROJECT COST ESTIMATE				**$267,591.41**
	ANNUAL DEPRECIATION (20 year design life)				$13,379.57

Date Amount Due	Quadrant Share	Amount Due
September 2009	100%	$13,379.57
September 2010	100%	$13,379.57
September 2011	50%	$6,689.79
September 2012	40%	$5,351.83
September 2013	30%	$4,013.87
September 2014	20%	$2,675.91
September 2015	10%	$1,337.96

Street Name	Length	Width	Area (SF)
Hoffman Hill Boulevard (STA 200 + 15 to STA 205 + 10)	495	26	11,880
Hoffman Hill Boulevard (STA 205 + 10 to STA 210 + 30)	520	32	15,600
Hoffman Hill Boulevard (STA 210 + 30 to STA 220 + 00)	970	38	34,920
Hoffman Hill Boulevard (STA 220 + 00 to STA 222 + 65)	265	15	3,445
Hoffman Hill Boulevard cul-de-sac	90	15	1,170
Road 'B' (STA 150 + 15 to STA 165 + 20)	1,505	28	39,130
Road 'D' (STA 500 + 20 to STA 509 + 00)	880	28	22,880
Total	**4,725**		**129,025**

SCANNED
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07/17/2017 8:51:25 AM

City of DuPont
SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)
Hoffman Hill Division 5 Phase 1 (Village IV) Tract O Subdivision
DuPont File No SEPA 15-01

DESCRIPTION OF PROPOSAL: Subdivide Tract O of Hoffman Hill Division 5 Phase 1 plat, totaling 3.60 acres, into 28 residential lots for zero lot line common wall homes, including utilities, landscaping and private alley access.

PROPONENT: NoJack4 LLC, Seattle, WA.

LOCATION OF PROPOSAL: Hoffman Hill Boulevard and Swan Loop in the City of DuPont, Washington. It is located in Section 33, Township 19 North, Range 1 East, W.M. in DuPont, Pierce County, Washington. Comprised of tax parcel numbers : 3001171251, 3001171291, 9009340090, -100, -110, -120, -130, -140, -150, and 9009350-010, -020, -030, -040, -050.

LEAD AGENCY: City of DuPont

RESPONSIBLE OFFICIAL: Jeffrey S. Wilson, AICP
Planning Director and City SEPA Official
City of DuPont
1700 Civic Drive
DuPont, WA 98327
(253) 912-5393
jwilson@dupontwa.gov

The Responsible Official hereby makes the following findings and conclusions based on a review of the environmental checklist and attachments; comments received from City Departments; other information on file with the City; and the policies, plans, and regulations designated by the City of DuPont as a basis for the exercise of substantive authority under RCW 43.21C.060.

FINDINGS

1. Earth - Soils consist of Nisqually loamy sand and Alderwood gravelly sandy loam. The site was previously rough graded. Tract O has a downward slope to the southeast of approximately 10 percent, with a slope of approximately 40 percent to the north. Approximately 8,500 CY of cut and fill for pad grading and road construction is anticipated. Impervious surface coverage will be approximately 42 percent.

2. Air - Air emissions will occur from construction equipment and operation of private vehicles owned by residents. All applicable US Environmental Protection Agency and Washington State Department of Ecology standards governing air quality will be implemented with construction of the project and operation of private vehicles.

3. Water - The site is not located within 200 feet of a water body and is not located within a floodplain. No groundwater will be withdrawn or waste materials discharged into the ground.

Stormwater will be collected and conveyed to the permanent Hoffman Hill Village IV, Division 5 infiltration facility where it will be treated in water quality ponds, and infiltrated. The projects is required to meet the current adopted manual (Ecology 2012 with 2014 amendments), per DMC 22.01.090.

4. Plants & Animals - All existing vegetation was removed with rough grading and construction of the underlying plat, Hoffman Hill Division 5 Phase 1. The site provides little habitat for animals other than songbirds and rodents. Wildlife habitat exists in the surrounding open space areas of Hoffman Hills Village IV, Division 5. The site is in the Pacific Flyway, and is within 1.5 miles of the Nisqually River Delta. The Washington Department of Fish and Wildlife data indicate the site contains no priority habitats or species.

5. Environmental Health - A soil sampling report was not submitted. The Department of Ecology examined the Checklist and recommended mitigation measures for sampling and, if contaminated soils are found, cleanup, based on the site's location within the Asarco plume boundary and potential for arsenic or lead contamination.

6. Land Use - State Office of Financial Management sets 2.70 as the DuPont duplex people per household rate, which would allow for 76 new residents.

   The DuPont Comprehensive Plan designates the site as Residential 12 in the Hoffman Hill Village. The City Zoning Map designates the site as Residential-12. The maximum density allowed is 12.5 units per gross acre. The proposed development density is 7.77units per gross acre (28 dwelling units /3.6 gross acres).

7. Recreation - The property is located near the Eagles Pride Golf Course owned by JBLM. It is also located near other City and regional parks. All park requirements for the subject development were met with the previous underlying plat of Hoffman Hill Division 5 Phase 1.

8. Historic and Cultural Preservation – The site was previously cleared; however the proposal will require excavation that may unearth historic or cultural resources. The Checklist states there are no known archaeological or culturally important sites on or next to the site. A Cultural Resource Assessment was not submitted for the proposal but will be required. Weyerhaeuser Real Estate entered into two Memorandums of Agreement (MOA). The first MOA, dated August 7, 1989, is between Weyerhaeuser Real Estate Company (WRECO), the City of DuPont and the Washington State Historic Preservation Officer regarding the discovery of cultural resources within the City of DuPont.

9. Transportation - The applicant submitted a Trip Generation Memo which states the proposal is expected to generate approximately 5.81 average trips per day per lot and 0.52 average PM peak hour trips per lot, or 162.68 Average Vehicle Trips per Day and 14.56 PM Peak Hour Trips per Day for the subject plat. Vehicle trip generation and traffic impacts were previously evaluated as part of the underlying Hoffman Hill Division 5 plat, which anticipated 36 condominium dwelling units on Tract 0, for 209.16 Average Vehicle Trips per Day and 18.72 PM Peak Hour Trips per Day for the subject plat. The subject development represents a decrease of approximately 46.48 Average Vehicle Trips per day and a decrease of approximately 4.16 PM Peak Hour Trips per day. DuPont Engineering examined the memo, subject application and previous traffic impact analysis for the underlying

Hoffman Hill Division 5 preliminary plat and concluded that mitigation is not necessary for the subject development.

10. Public Services - The proposal will result in an increased incremental need for fire protection, police protection, and schools. DMC 26.05.050 requires fire impact fees be paid at time of building permit issuance. Also, DuPont Municipal Code (DMC) 21.05 regarding the water permit fees states a water meter permit fee, meter connection fee, water service installation fee and system development charge is assessed against each parcel of land and paid at the time the property connects to the city water system per DMC 21.05.022. Also, DuPont Municipal Code (DMC) 22.04 regarding the storm sewer system utility states service charges and system development charges are assessed against each parcel of land and must be paid before a building or construction permit may be issued per DMC 22.04.060.

11. The previous DuPont SEPA decision for the same parcel, File No. SEPA 08-06, references an email dated July 17, 2008, from Quadrant Corporation which mitigates all school impacts for 80 multifamily units on the three multifamily tracts, Tract I, J and O of Hoffman Hill Division 5 Phase 1 plat via their School Funding Certificates account with the Steilacoom Historical School District. As such, all school impacts from the proposed development have been mitigated.

12. All services are available to the site. The providers are:
    a. Water: City of DuPont
    b. Sewer: Pierce County Public Utilities
    c. Electricty & Natural Gas: Puget Sound Energy
    d. Cable/Internet: Comcast or CenturyLink

Conclusions

The lead agency has determined that the proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. The file may be examined during regular City business hours at DuPont City Hall, 1700 Civic Drive, DuPont WA, 98327.

MITIGATION MEASURES

1. The site grading, paving and buildings shall be designed in accordance with the requirements of the Preliminary Geologic Hazards and Geotechnical Engineering Assessment, prepared by Associated Earth Sciences dated August 2004, or as updated.

The following mitigation measures shall be in place prior to issuance of site development permits:

2. Type III preliminary plat, Type II Site Plan Review and Type 1 Design Review approvals shall be granted by the City of DuPont.

3. The projects is required to meet the current adopted manual (Ecology 2012 with 2014 amendments), per DMC 22.01.090.

4. The source of fill material will be approved by the City in advance of filling the site.

5. A Stormwater Pollution Prevention Plan (SWPPP) and a Temporary Erosion and Sedimentation Control (TESC) plan will be prepared per City of DuPont standards and implemented for the project to reduce and control erosion impacts.

6. The project will be required to obtain a Construction Stormwater General Permit from the Washington State Department of Ecology.

The following mitigation measures shall be in place <u>during construction</u>:

7. Best Management Practices to minimize dust during construction shall be used, including temporary paving of certain roads, street sweeping, and watering the site as needed.

8. The site soil shall be sampled and analyze for arsenic and lead. Follow the Tacoma Smelter Plume Model Remedies Guidance, Chapter 1, Characterization Soil Sampling. Contact Eva Barber with the Southwest Regional Office (SWRO), Toxic Cleanup Program at 360-407-7094 or via email at Eva.Barber@ecy.wa.gov for additional guidance about soil sampling within Tacoma Smelter Plume. The soil sampling results shall be sent to the City of DuPont and Ecology for review.

9. If lead or arsenic are found at concentrations above the Model Toxics Control Act (MTCA) cleanup levels (Chapter 173-340 WAC); the owners, potential buyers, construction workers, and others shall be notified of their occurrence. The applicant shall also contact the Environmental Report Tracking System Coordinator at the Ecology Southwest Regional Office at (360) 407-6300. The MTCA cleanup level for arsenic is 20 ppm and lead is 250 ppm.

10. If lead, arsenic and/or other contaminants are found at concentrations above MTCA cleanup levels, the applicant shall:

    a) Enter into the Voluntary Cleanup Program with - Ecology prior to issuance of the clearing and grading permit and the initiation of any grading, filling, or clearing activities. For more information on the Voluntary Cleanup Program, visit Ecology website at: http://www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm.

    b) Obtain an opinion letter from Ecology stating that the proposed soil remediation will likely result in no further action under - MTCA prior to the issuance of any clearing and grading permit and the initiation of any grading, filling, or clearing activities. The City-issued clearing and grading plans shall be consistent with the plans reviewed and deemed consistent with MTCA by Ecology. The applicant shall provide to the local land use permitting agency the opinion letter from Ecology.

    c) If soils are found to be contaminated with arsenic, lead, or other contaminants, extra precautions shall be taken to avoid escaping dust, soil erosion, and water pollution during grading and site construction. Site design shall include protective measures to isolate or remove contaminated soils from public spaces, yards, and children's play areas. Contaminated soils generated during site construction shall be managed and disposed of in accordance with state and local regulations, including the Solid Waste Handling Standards regulation (Chapter 173-350 WAC). For information about soil disposal contact the local health department in the jurisdiction where soils will be placed.

11. The Applicant shall fully implement the Memorandum of Agreement dated August 7, 1989, between Weyerhaeuser Real Estate Company (WRECO), the City of DuPont and the Washington State Historic Preservation Officer regarding the discovery of cultural resources within the City of DuPont, customary professional standards for archaeology, and applicable state and federal laws.

    a. The Applicant shall provide a professional archaeologist to monitor onsite soil disturbance activities.

    b. The Project Archaeologist shall notify and allow a Nisqually Indian Tribe representative to be present during soil disturbance activities.

    c. The Project Archaeologist shall notify the Nisqually Indian Tribal representative if Native American cultural resources are discovered during any soil disturbance activities. Construction activities that might disturb or affect such resources are to stop until the Tribal representative has had the opportunity to examine the find.

    d. If the Tribal representative cannot be reached through reasonable efforts or does not come to the construction site within a reasonable period of time after being notified, construction does not need to stop. However, archaeological work shall to follow the 1989 Memo of Agreement, customary professional standards for archaeology, and applicable state and federal laws.

    e. The City of DuPont requests Native American artifacts recovered during construction activities be donated to the Nisqually Indian Tribe. Hudson's Bay Company-era artifacts should be donated to the Fort Nisqually Living History Museum, located in the City of Tacoma's Point Defiance Park. DuPont-era artifacts should be donated to the DuPont Historical Museum.

    f. The Project Archaeologist shall forward a closing report to the City of DuPont. The report shall discuss contact with the Nisqually Indian Tribe, implemented procedures and observed conditions and be submitted prior to issuance of any permanent Certificate of Occupancy for the project.

The following mitigation measures shall be in place <u>prior to issuance of a building permit</u>:

12. The Applicant shall pay DuPont a fire impact fee per dwelling unit at time of building permit issuance to mitigate impacts to fire safety services per DMC 26.05.050.

13. The Applicant shall pay DuPont the water meter permit fee, meter connection fee, water service installation fee and system development charge at time of connection to the DuPont water system per DMC 21.05.022.

14. The Applicant shall pay DuPont the storm water system development charge prior to issuance of a DuPont building or construction permit per DMC 22.04.060.

15. Prior to the issuance of any City building permits, the applicant shall provide to the City of DuPont a "No Further Action" determination from Ecology indicating that the soil meets the cleanup standards under MTCA.

16. The Applicant will be required to submit a Temporary Erosion and Sedimentation Control Plan with the plat civil construction permit and building permits, per the requirements of the DuPont standards.

17. In accordance with DMC 26.05.050 fire impact fees are to be paid at time of building permit issuance at the rate in effect at that time.

CONCLUSIONS OF THE RESPONSIBLE OFFICIAL: The Responsible Official has determined, with the mitigation measures listed above, that the proposal will not have a probable significant adverse impact on the environment, and an Environmental Impact Statement is not required under RCW 43.21c.030(2). The mitigation measures described are recommended as conditions of project approval. This decision is made after review of a completed environmental checklist, other information on file with the City, and existing regulations.

PUBLIC COMMENT: Copies of the documents pertaining to this SEPA Determination are available for review during regular business hours at City Hall at the address of the SEPA Official listed above. Comments will be accepted until 5:00 pm on July 28, 2017. This determination may be appealed to the City Hearing Examiner by submitting an appeal in writing and paying the fee. An appellant should be prepared to make specific factual objections. Contact Jeff Wilson to read or ask about the procedures for appeals. The deadline for submitting an appeal of the project is July 28, 2017.

SEPA Responsible Official Signature: _____

Jeffrey S. Wilson, AICP — July 14, 2017
Planning Director, City of DuPont

XX Notice Mailed to the following:

DIST.	AGENCY/CONTACT		DIST.	AGENCY/CONTACT
XX	Department of Ecology Environmental Review Section SEPAunit@ecy.wa.gov		XX	DNR SEPA Center SEPACENTER@dnr.wa.gov
	Dept. of Ecology SW Regional Office Toxic Clean-up Program Marian Abbett Marian.abbett@ecy.wa.gov			Dept. of Natural Resources South Puget Sound Region Southpuget.region@dnr.wa.gov
	Department of Ecology SW Regional Office Toxic Clean-up Program Eva Barber Eva.barber@ECY.WA.GOV			WDFW Michele Culver Regional Director Teammontesano@dfw.wa.gov
	Dept. of Ecology SW Regional Office Shorelands & Environmental Assistance Zachary Meyer ZMEY461@ECY.WA.GOV		XX	WDFW SEPA Coordinator SEPAdesk@dfw.wa.gov
XX	Parks and Recreation Commission P.O. Box 42650 Olympia, WA 98504-0917		XX	DAHP Gretchen Kaehler Gretchen.Kaehler@DAHP.wa.gov
XX	State Department of Labor and Industries P.O. Box 44000 Olympia, WA 98504		XX	Washington State Dept. of Health Division of Drinking Water P.O. Box 47822 Olympia, WA 98504-7822
XX	Puget Sound Partnership Heather Saunders Benson Environmental Planner Heather.benson@psp.wa.gov			National Marine Fisheries Service Northwest Regional Office 7600 Sand Point Way NE Seattle, WA 98115-0070
XX	LeMay Cust2180@wcnx.org			Recreation and Conservation Office Lorinda Anderson Outdoor Planner Lorinda.anderson@rco.wa.gov
XX	Clover Park School District 10903 Gravelly Lake Dr. SW Lakewood, WA 98499		XX	PSE Jeff Payne Jeff.payne@pse.com
	Lakewood Community & Economic Development Frank Fiori Planning Manager ffiori@cityoflakewood.us			Washington State Dept. of Commerce Anne Fritzel, AICP Anne.fritzel@commerce.wa.gov
XX	Steilacoom Historical School District Celeste Johnston		XX	DSHS Lands & Bldg Div Elizabeth McNagny

	cjohnston@steilacoom.k12.wa.us			P.O. Box 45848 Olympia, WA 98504-5848
XX	Steilacoom Community Development Doug Fortner Town Planner Doug.fortner@ci.steilacoom.wa.us			BNSF Railway General Manager 2454 Occidental Ave. South, Ste 1A Seattle, WA 98134-1451
XX	Land Use Review Capital Development-Pierce Transit P.O. Box 99070 Lakewood, WA 98499-0070		XX	Nisqually Nat'l Wildlife Refuge Glynnis Nakai Glynnis Nakai@fws.gov
XX	Pierce Co. PALS Adonais Clark aclark@co.pierce.wa.us		XX	FEMA John Graves John.graves1@dhs.gov
XX	Pierce County Public Works Debbie Germer dgermer@co.pierce.wa.us			CalPortland Pete Stoltz Pstoltz@calportland.com
XX	Pierce Co. Assessor/Treasurer- Commercial Dept. Darci Brandvold dbrand@co.pierce.wa.us		XX	Tacoma Pierce Co. Health Dept. Frank DiBiase fdibiase@tpchd.org
XX	Pierce Co. Environmental Services Bldg Public Works Kip Julin 9850 64th St. West University Place, WA 98467		XX	USDA-Natural Resources Conservation Service 941 Powell Ave SW. Ste 102 Renton, WA 98057
XX	Environmental Official-Pierce County Kathleen Larrabee Klarrab@co.pierce.wa.us			Dept. of Social and Health Services Robert J. Hubenthal hubenbj@dshs.wa.gov
	Puget Sound Regional Council Michael Hubner Mhubner@psrc.org			US Army Corps of Engineers (Regulatory Branch) Suzanne Anderson Suzanne.l.anderson@usace.army.mil
XX	Puget Sound Clean Air Agency Claude Williams claudew@pscleanair.org		XX	Nisqually Indian Tribe Joe Cushman Cushman.joe@nisqually-nsn.gov
XX	WSDOT OR-SEPA-REVIEW@wsdot.wa.gov		XX	Yakama Nation Environmental Mgmt. Program Cialita G. Keys ckeys@yakama.com
	Richard Weinman Richardw-llc@comcast.net		XX	JBLM Public Works Charles Markham Deputy for Programs and Operations Charles.s.markham2.civ@mail.mil
XX	Geri Reinart, P.E. greinart@msn.com		XX	JBLM Steven Perrenot Director Public Works Steven.t.perrenot.civ@mail.mil

XX	DuPont City Clerk Karri Muir Kmuir@dupontwa.gov		XX	WA St Dept of Ecology SEPA Unit separegister@ecy.wa.gov
XX	DuPont Post Office Attn: Post Master 1313 Thompson Circle DuPont, WA 98327		XX	NWL Association Emily Griffith Emily.griffith@reachone.com
XX	Gray & Osborne Dominic Miller, PE dmiller@g-o.com		XX	NWL Associates Larry Ackerman larryack@reachone.com
	Dept. of Ecology SW Regional Office Shorelands & Environmental Assistance Donna Joblonski dmca461@ECY.WA.GOV			Dept of Ecology SW Regional Office Sonia Mendoza SEPA Coord Sonia.mendoza@ecy.wa.gov
XX	NoJack 4 LLC Ted McCaugherty 1420 -5th Avenue, Ste 2200 Seattle, WA 98101 I		XX	Barghausen Consulting Engineers Don Dawes 18215 72nd Avenue South Kent, WA 98032
XX	Barghausen Consulting Engineers Ivana Halvorsen 18215 72nd Avenue South Kent, WA 98032 ihalvorsen@barghausen.com			

BEFORE THE HEARING EXAMINER FOR THE CITY OF DUPONT

RE: Hoffman Hill Division 5 Phase 1 Tract O **Preliminary Plat** **SUB 15-01**	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECISION**

SUMMARY

The applicant has requested preliminary plat approval for the division of the 3.6-acres of Tract O of Hoffman Hill Division 5 Phase 1 into 28 residential lots for fourteen townhome buildings with each building composed of two zero lot line dwelling units. The preliminary plat application is approved subject to conditions. This preliminary plat application raises the same side yard and front yard setback issues raised in the Hoffman Hill Division 5 Phase 1 Tract I preliminary plat application, SUB 14-02. The summary of those issues in the Summary Section of the hearing examiner decision for SUB 14-02 and the Conclusions of Law addressing the setback issues, specifically Conclusions of Law No. 5 and 6 of the examiner decision for SUB 14-02, are adopted by this reference as if set forth in full.

TESTIMONY

[This summary is only provided for the convenience of the reader, to provide an understanding of the testimony presented at the hearing. The summary of testimony is not to be construed as containing any findings of fact or conclusions of law, or as indicating what information the examiner found pertinent or significant.]

At the beginning of the hearing, the hearing examiner incorporated by reference all verbal argument and testimony made by the parties regarding front and side yard requirements in the hearing for the Hoffman Hill Division 5 Phase 1 Tract I preliminary plat application.

Attachment 5. Tract O Preliminary Plat Decision (SUB 15-01) issued September 1, 2017

Lisa Klein, contract planner for the City of Dupont, summarized the staff report. Ms. Klein noted that one neighbor had submitted a letter expressing concern over the density of development. Ms. Klein had a couple phone conversations with the neighbor and was able to clarify what was authorized by the zoning for the project site. Ms. Klein identified a couple typographical errors in the staff report. Condition No. 4 should identify design review as Type II, not Type I review. In Section A4b, the minimum rear setbacks should be identified as 15 feet as measured from the property line, not the center line of the alley. Ms. Klein clarified that on the discussion in the Tract I review regarding Tract J setbacks, that plat has received preliminary plat approval but has not yet been developed.

Ivana Halvorsen, applicant representative from Barghausen Consulting Engineers, noted that the proposal has two tracts – one for access and utilities and the other for open space and utilities. All of the lots will front Hoffman Hill Boulevard.

Randall Olsen, applicant's attorney, noted that the applicant isn't proposing a zero lot line project.

Brian Nguyen, applicant representative, requested clarification on whether the cultural resource survey requested by the Nisqually Tribe was limited to Tract I or whether it also encompassed Tract O. Jeff Wilson, Dupont community development director, responded that the survey was only required for Tract I. Mr. Nguyen noted that the development of Tract O presented a good opportunity for the contract purchaser of the property to bring its high quality development to the City of Dupont, which has very limited property left that can still be developed.

EXHIBITS

The eleven documents identified under "Summary of Record" in the staff report were admitted as Exhibits 1-11 during the hearing. The following documents were also admitted:

Exhibit 12	Staff Report
Exhibit 13	April 11, 2017 letter from Randall Olson addressing front yard setbacks
Exhibit 14	April 11, 2017 letter from Randall Olson addressing side yard setbacks
Exhibit 15	August 10, 2017 Updated MDNS
Exhibit 16	Tacoma/Pierce County Health Department letter
Exhibit 17	Google Map aerial of Tracts, I, O and J

FINDINGS OF FACT

Procedural:

1. Applicant. The applicant is NoJack4 LLC, Seattle, WA.

2. Hearing**.** A hearing was held on the subject applications on August 11, 2017 in the City of Dupont City Council Chambers. The hearing was left open through August 23, 2017 for submissions evidencing past City interpretations of setback regulations.

3. Project Description. The applicant has requested preliminary plat approval for the division of the 3.6-acres of Tract O of Hoffman Hill Division 5 Phase 1 into 28 residential lots for fourteen townhome buildings with each building composed of two zero lot line dwelling units.

4. Adequacy of Infrastructure/Public Services. The project will be served by adequate and appropriate infrastructure and public services as follows:

A. Water and Sewer Service. The proposal provides for adequate water and sewer infrastructure. The City of DuPont's water utility will serve the proposed plat. A certificate of water availability has been issued for the proposal. See Certificate of Water Availability, Ex. 1(g). The Pierce County Public Works and Utilities Department will provide sewer service to the proposal.

B. Police and Fire Protection. The proposal will be served by adequate police and fire protection. Staff have reviewed the proposal and cited no concerns over police resources or public safety issues related to the proposal. The proposed plat is served by the DuPont Fire Department The Fire Department submitted comments regarding review of the preliminary plat application, Ex. 10, which have been incorporated into the recommended conditions of approval. The Fire Department recommends approval with the conditions. Impacts to fire resources are addressed by the payment of fire impact fees, due at the time of building permit issuance pursuant to DMC 26.05.050.

C. Drainage. The proposal provides for adequate drainage facilities. A drainage system has already been approved and constructed as part of prior stages of Hoffman Hills development to collect and treat stormwater runoff from the project site. Stormwater runoff on the proposed plat will be less than anticipated in the design of the stormwater facilities that serve the site. The proposed plat is required to convey onsite stormwater to the City's existing facilities, which are large enough to receive same. Final review and approval of the plat's conveyance system, which is at the owner's cost, shall occur following submittal of plat construction documents. See drainage compliance memo dated October 14, 2014, Ex. 1(e).

D. Parks/Open Space. The proposal provides for adequate parks and open space. The Director of Community Development has found the proposal to be compliant with applicable park, recreation and open space requirements. All parks necessary to serve the subject development were constructed with the underlying plat of Hoffman Hill Division 5, Phase 1.

E. Transportation. The proposal provides for adequate traffic infrastructure. Traffic infrastructure has already been constructed to accommodate the traffic impacts of the project as part of Hoffmann Hills Village IV, Division 5 preliminary plat approval. The applicant's traffic engineer, Don Dawes, determined that the trip generation of the proposal will be less than that anticipated for the Division 5 traffic infrastructure improvements. See Ex. 1(f). The proposal has also been reviewed by the City Engineer, who has determined that the proposal is consistent with all applicable standards for city roads, streets, access, circulation, transportation concurrency and the like.

F. Schools. The proposal provides for adequate schools. The previous DuPont SEPA decision for the same parcel, File No. SEPA 08-06, references an email dated July 17, 2008, from Quadrant Corporation which mitigates all school impacts for 80 multifamily units on the three multifamily tracts, Tract I, J and 0 of Hoffman Hill Division 5 Phase 1 plat via their School Funding Certificates account with the Steilacoom Historical School District. As such, all school impacts from the proposed development have been mitigated. Safe walking conditions for students who only walk to and from school are provided by existing sidewalks.

5. Adverse Impacts. There are no significant adverse impacts associated with the proposal. The site is flat, cleared and contains no critical areas. The site is vacant with a 10% slope and has been graded as part of the Hoffman Hills project. There are no wetlands, streams or other waterbodies on site. The project isn't located in a floodplain. The proposal is fully compatible with surrounding uses. The property is surrounded on all sides with residentially zoned and developed property except that property to the east is vacant and has been approved for townhome development An updated mitigated determination of non-significance ("MDNS") was issued for the project on August 10, 2017 under the State Environmental Policy Act ("SEPA"). The MDNS mitigates all significant environmental impacts created by the proposal, most notably including several mitigation measures requiring actions necessary to ensure there are not hazardous substances in the soils of the project.

CONCLUSIONS OF LAW

1. Authority. DMC 25.175.010 classifies preliminary plat applications as Type III permits. DMC 25.175.010(2)(b) provides that the hearing examiner shall hold a hearing and issue a final decision for Type III permit applications.

2. Zoning/Comprehensive Plan Designations. The City of DuPont Comprehensive Plan designates the subject property as located within the Residential-12 District in the Hoffman Hill Village. The Zoning Map designation is R-12.

3. Review Criteria. DMC 24.03.050(a) and 24.03.060(b) govern the criteria for subdivision review. Applicable criteria are quoted below in italics and applied through associated conclusions of law

DMC 24.03.050(a): *The Examiner shall review all proposed preliminary plats and shall take such action thereon as to assure conformance of the proposed subdivision to the general purposes of the comprehensive plan and to planning standards and specifications as adopted by the City.*

4. Conformance to Comprehensive Plan and Planning Regulations. The proposal is consistent with the City's comprehensive plan and planning standards for the reasons identified in Sections 3 and 4 of the staff report, excluding the staff report analysis of disputed front and side-yard requirements, addressed separately in Conclusions of Law No. 5 and 6, incorporated by this reference and adopted for this Decision as if set forth in full from the final hearing examiner decision for the Hoffman Hill Division 5 Phase 1 Tract I preliminary plat application, SUB 14-02

DMC 24.03.060(b)(1): *A proposed subdivision and dedication shall not be approved unless the Examiner makes written findings that:*

(1) Appropriate provisions are made for the public health, safety, and general welfare for open spaces, drainageways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and

DMC 24.03.060(b)(2): *The public use and interest will be served by the platting of such subdivision and dedication. If the Examiner finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the Examiner shall approve the proposed subdivision and dedication.*

5. Appropriate Provision for Infrastructure. The proposal provides for appropriate infrastructure for the reasons identified in Finding of Fact No. 4.

6. Proposal is in Public Use and Interest and Consistent with Public Health, Safety and Welfare. The proposal makes appropriate provision for the public health, safety and welfare and is in the public use and interest because it provides for appropriate infrastructure as determined in Finding of Fact No. 4 while also not creating any significant adverse impacts as determined in Finding of Fact No. 5.

DECISION

The preliminary plat application meets all applicable criteria for the reasons identified in the Conclusions of Law above and is approved, subject to the following conditions of approval:

1. The city issued a SEPA Mitigated Determination of Non-significance. All mitigation measures are incorporated herein by reference as conditions of approval.
2. A sign permit is required if a neighborhood identification sign is proposed.
3. The project will demonstrate compliance with geotechnical recommendations.

Prior to Application of Any Site Development Permits

4. Site Plan Review and Type II Design Review and approval is required pursuant to DMC 25.65.010(2).
5. The side lot lines for Lots 1 and 28 that is adjacent to Swan Loop shall be 10 feet in accordance with DMC 25.20.040(4)(a).
6. Landscape and irrigation plans are required with the civil construction permit. The applicant will be required to demonstrate compliance with the water conservation regulations in DMC 25.90.040 at the time of Site Plan Review approval.
7. Fire flow requirements and on-site hydrant adequacy will be determined by the DuPont Fire Chief or designee as the project design is submitted.
8. Drainage ways: Stormwater runoff on the proposed plat will be less than originally anticipated when the original Hoffman Hill Division 5 stormwater facilities were designed and constructed. The proposed plat is required to convey onsite stormwater to the City's existing facilities, which are large enough to receive same. Final review and approval of the plat's conveyance system, which is at the owner's cost, shall occur following submittal of plat construction documents. See drainage compliance memo dated October 14, 2014 (Attachment 1e).
9. Curb ramps on adjacent streets are required to be upgraded to current ADA Standards.

Prior to issuance of a Building Permit

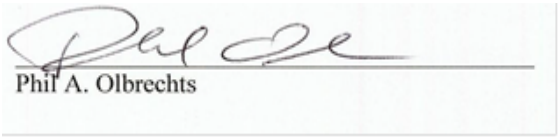
10. The structures must be designed to meet the requirements of the building construction codes in effect at that time. The following codes are currently enforced by the City of DuPont: the 2015 International Building Code, the 2015 International Residential Code, the 2015 International Fire Code, the 2015 International Mechanical Code, the 2015 International Fuel Gas Code, the 2015 Uniform Plumbing Code (each as amended and adopted by the State of Washington); and the 2015 Washington State Energy Code.
11. The project must receive all land use and civil construction approvals prior to issuance of building permits.
12. Prior to issuance of building permits for the structures, the applicant shall provide a copy of Pierce County Sewer Service Permit for each lot, for city record.
13. Provisions for collection and removal of drainage at the property lines and elevation changes must be incorporated into the design. (Note: the provisions of the IRC pertaining to site drainage away from the structure foundations must also be met in the design.)
14. Access to existing utility easements is to be maintained or provided with the building design.

Prior to Certificate of Occupancy

15. Prior to final approval of the project, as-builts and Geographic information System (GIS) documentation will be required, in accordance with City of DuPont Municipal Code Chapter 24.09 and Ordinance No. 97-559.

16. Prior to Fire Department approval for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA 13D Standard for Automatic Fire Sprinkler Systems. Three (3) sets of plans, hydraulic calculations, and material specifications sheets for all equipment used in the system shall be submitted by a State of Washington Licensed Contractor for review, approval, and permits issued prior to commencing work. A separate permit is required.

Decision issued September 1, 2017.



Phil A. Olbrechts

Hearing Examiner

Appeal Right and Valuation Notices

DMC 25.175.010 provides that this decision, as a Type III decision, is final, subject to appeal to Pierce County Superior Court. Appeals are governed by Chapter 36.70C RCW.

Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

BEFORE THE HEARING EXAMINER FOR THE CITY OF DUPONT

RE: Hoffman Hill Division 5 Phase 1 Tract I **Preliminary Plat** **SUB 14-02**	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECISION**

SUMMARY

The applicant has requested preliminary plat approval for the division of the 2.03 acres of Tract I of Hoffman Hill Division 5 Phase 1 into 16 residential lots for eight townhome buildings with each building composed of two zero lot line dwelling units. The preliminary plat application is approved subject to conditions.

The bulk of the hearing and almost half of this decision addresses disagreements between staff and applicant over side and front yard requirements for the proposed townhomes. Staff asserts that City regulations require (1) ten-foot side yard setbacks and (2) front yard setbacks that alternate between 16 and 22 feet. The applicant asserts that City regulations only require five-foot setbacks and front yard setbacks that alternate between 16 and 20 feet. This decision concludes that both of the applicant's setback interpretations apply to this proposal. See Conclusions of Law No. 5 and 6, p. 7-13.

The applicant's interpretation of side yard setback standards is the more consistent with City regulations because it adheres to the requirement that setback standards must be applied to townhome buildings "as a whole," as opposed to the individual dwelling units of the buildings. The staff's interpretation of its side yard setback standards conflicts with the townhome "as a whole" regulation, conflicts with legislative intent and irrationally distinguishes between townhome buildings with zero lot line units and townhome buildings without zero lot line units. The City's ten-foot side yard requirement violates the "as a whole" standard by applying zero lot line regulations to individual townhome units. Further, unless implied exceptions to implied exceptions are to be manufactured whole cloth, the City's interpretation of its zero lot line standards would effectively prohibit any townhome buildings with more than two units. The City Council clearly intended to authorize townhome buildings that accommodate

Attachment 6. Tract I Preliminary Plat
Decision (SUB 14-02) issued August 31, 2017

significantly more than two units, since multiple townhome regulations address townhomes buildings with more than two units. Finally, the City's interpretation requires greater setbacks for townhome buildings **with** zero lot line units than townhome buildings **without** zero lot line units, even if the buildings are otherwise identical. There is no rational basis for such a distinction. Consequently, it must be presumed that the City Council did not intend such disparate treatment.

In contrast to the side yard issue, the City's regulations provide virtually no guidance as to how to resolve the conflicting interpretations of front yard requirements. The City's regulations are very ambiguous as to what minimum front yards apply to staggered townhome buildings. There is some regulatory text that moderately supports the applicant's position. However, what ultimately compels the applicant's interpretation is the judicial requirement that ambiguous zoning provisions must be construed in favor of the property owner. In the absence of any compelling policy interest or legislative guidance to the contrary, that judicial rule of construction is determinative on the front yard issue.

TESTIMONY

[This summary is only provided for the convenience of the reader, to provide an understanding of the testimony presented at the hearing. The summary of testimony is not to be construed as containing any findings of fact or conclusions of law, or as indicating what information the examiner found pertinent or significant.]

Lisa Klein, City of Dupont contract planner, summarized the staff report. Ms. Klein noted that "as measured from the centerline of Tract C" needed to be stricken from page 6 of the staff report since that requirement only applies to existing alleys. It should be replaced with "from the property line." The reason for the special treatment for existing alleys is that there are numerous alleys in the City and the provision facilities redevelopment of lots adjacent to those alleys. In response to examiner questions, Ms. Klein noted that the proposed division is a small portion of the overall Hoffman Hills subdivision and that drainage and traffic impacts are largely addressed by infrastructure installed in prior stages of development. In 2008 final plat review created the tracts I and O subject to current subdivision review. Ms. Klein confirmed there are no critical areas at the project site.

Ivana Halvorsen, applicant representative from Barghausen Consulting Engineers, noted that the applicant agrees with the staff report in part and that project review has been going on and off since 2014. She asserted that changes in city staff over that time has resulted in some disagreements over code interpretations. Ms. Halvorsen identified a couple typographical errors in the staff report. On page 6, paragraph A3, Lots 1-7 are identified as abutting Tract C. That should be Lots 7-16. Condition 4 of Page 11 identifies site plan review as Type III review. It should be Type II review. Ms. Halverson addressed the front yard setbacks applicable to Lots 7-16. Ms. Halvorsen noted that the applicant wants to maintain the option to change the location of the doors so that they face the east so that the front of the building faces the Fort Lewis property. Sheet 2 of Exhibit 1(C) are intended to be typical but not to lock in a proposed design. In 2012-2013 there were applications to place multifamily housing in the tracts under review. Those applications were withdrawn due to market conditions.

Randall Olsen, applicant's attorney, addressed the front and side yard setbacks. Mr. Olsen asserted that the required side yards are five feet, resulting in 10-foot separation between the townhouse structures. Mr. Olsen summarized the argument he made in his letter addressing side yard setbacks, Ex. 12. Mr. Olsen explained that the side yard requirement is limited to five feet instead of ten feet as asserted by staff because side yard setback requirements apply to the townhouse buildings as a whole instead of individual units. Mr. Olsen also pointed out that the City position makes no sense since the code only requires 7.5-foot side yards for six-unit townhomes, which is less than the 10-foot setback that City staff assert applies to two-unit townhomes. Mr. Olsen noted that the 10-foot requirement applied by City staff only applies to "zero lot line" development, which doesn't include townhomes. The code definition of "zero lot line" requires the walls of a building to directly abut a lot line, where town homes are defined to have walls on the lot line. Regulations applying to zero lot line development also show that town homes are not encompassed within the term – the regulations require certain types of windows to be placed on the zero lot line walls an also require an exterior three-foot maintenance agreement, which wouldn't be possible for a shared common wall in a townhome.

Mr. Olsen also summarized his written argument on front yard setbacks, Ex. 11. Mr. Olsen took the position that setback standards authorize a front yard setback to be as low as 16 feet provided that the front yard setback on an adjoining lot is at least two feet greater. Mr. Olsen asserted this interpretation meets the intent of the code, which is to provide for staggered setbacks. Staff's interpretation is that for a front yard setback to be less than 20 feet, down to a minimum of 16 feet, the adjoining setback must be in excess of 22 feet. If that were the intent of the regulations, the regulations would simply provide that the adjoining setback must be greater than 22 feet, rather than more generally requiring that the adjoining setback must be "*in excess of two feet*." By requiring a flat 22-foot setback, the staff position subverts the code's written intent "to effect a variety of setbacks." Condition No. 5 should be modified to allow for the front yard setbacks proposed by the applicant.

In response to examiner questions regarding past interpretations of setback requirements, Ms. Klein responded that she had investigated prior setback interpretations when she first started working for Dupont in 2015. She examined the Tract J subdivision in particular, because it is almost identical to Tract I in that it has homes that are oriented to the front of Hoffman Boulevard and it has an alley and zero lot line development and lots with less than 45-foot width. The staff report for the Tract J project doesn't support the applicant's interpretation of how setbacks were addressed in that project. In the Tract J staff report, the project was characterized as zero lot line development pursuant to DMC 25.20.040(4)(g)(imposing side yards for zero lot line development) and it was determined that the project complied with those setbacks. Condition No. 1 of the hearing examiner decision for Tract J requires the project to comply with the zero lot line requirements of DMC 25.20.040(4)(g), which is the ten-foot requirement that staff asserts as applying to the subject proposal.

Jeff Wilson, Dupont Community Development Director, noted that he could only find one other similar townhome development, located on the other side of Hoffman Hills adjacent to the golf course. The project was composed of two-unit townhomes and each townhome building had ten-foot side yards. That project, probably called Park View, has been built with the required ten-foot side yards.

Mr. Olsen clarified that his comments on consistency with Tract J refer to the approved preliminary plat, which approved five-foot setbacks. The staff report required compliance with the zero lot line requirements of DMC 25.20.040(4)(g), but what that means was determined later, ultimately resulting in five-foot side yards.

Brian Nguyen, applicant[1] representative, addressed the distinction between zero lot line and townhouse development. Mr. Nguyen acknowledged that the staff's position on side yards would be sound if townhouse development qualified as zero lot line development, but it's not zero lot line development. Townhomes are treated separately from zero lot line development. Townhomes are grouped under multifamily development with walls on lot lines, not abutting them as contemplated in the definition of zero lot line development. Front, side and rear setbacks for townhomes are all addressed in exactly the same manner with the same language. The ordinance adopting those code provisions, Ordinance No. 03-750, was adopted as part of a council discussion involving what qualifies as a townhome. The language ultimately adopted recognized that townhomes include structures with or without setbacks. DMC 25.20.040(5)(D) allows townhomes to have 100% lot coverage and was adopted at the same time as the townhome ordinance. It makes no sense to allow for 100% lot coverage but at the same time require ten-foot side yard setbacks. Mr. Nguyen noted that a google maps review of townhome development in the northeast section of town, probably the Palisades area, revealed 2-3 multifamily unit buildings are space only ten feet apart. As to front yard setbacks for garages, DMC 25.20.040(2)(E) gives an exception for garages five feet from the face of the house. It's unclear where the five feet starts and Mr. Nguyen would like clarification from the examiner. It's Mr. Nguyen's understanding that if the house is setback sixteen feet that the garage can be set back 21 if it meets the requirements of the five-foot exception under DMC 25.20.040(2)(E)[2].

In rebuttal, Ms. Klein noted that for Mr. Nguyen's comments on the 100% lot coverage authorized by DMC 25.20.040(5)(D), that provision expressly states that all setback requirements must be maintained. Ms. Klein noted that in applying the townhome ordinances, a hierarchy had to be employed. First and foremost, the townhomes are zero lot line developments. Secondarily the project must be classified as a duplex or townhouse. When you start off with 25.20.050 multifamily residences, it right off the bat directs you to zero lot line development requirements from the previous section, .040. In the multifamily section, first it says refer to .040 for setbacks and then after the fact it refers to townhomes.

Mr. Wilson emphasized that "zero lot line" refers to where a structure is placed on the property. It

[1] References to the applicant and contract purchaser of the property are used interchangeably in this decision.

[2] Clarification on the five-foot exception is not provided in this decision since staff hasn't had an opportunity to present argument on the issue and application of the exception doesn't appear to be specifically proposed by the applicant. If the parties conclude that they differ on the five-foot exception prior to expiration of the reconsideration period, they may file a request for reconsideration to have the five-foot exception addressed. The reconsideration review process can be used to give an opportunity for both parties to present their arguments on how the five-foot exception should be applied. The DMC doesn't appear to address reconsideration procedures for land use decisions. Reconsideration requests will be accepted if filed with the community development director within ten business days of the issuance of this decision. No new evidence may be presented to support any request for reconsideration.

doesn't matter if the structure is a duplex, triplex or townhome. The definition of townhome isn't dependent upon where the townhome is on a lot. It's based upon the type of construction. As to front yard setbacks, Mr. Wilson noted that 20 feet is the minimum setback for the zoning district. The applicant's interpretation violates the minimum setback.

In rebuttal, Mr. Olson noted that the code distinguishes between zero lot line and townhouse development because the zero-lot line requires the building to abut the lot line whereas the townhome definition has the wall located on the lot line. The zero lot line definitions were in the code first and the townhome provisions were added later. As to front yard setbacks, the code doesn't set 20 feet as the minimum – the applicant's interpretation is simply an alternative minimum setback authorized by the zoning district.

The examiner left the record open through August 18, 2017 for the parties to submit evidence of prior City interpretations on the setback issues of the application. Staff planned on submitting the staff report and hearing examiner decision for Tract J. Tract J hasn't yet been developed. Responses on the submissions were due August 23, 2017.

EXHIBITS

The eight documents identified under "Summary of Record" in the staff report were admitted as Exhibits 1-8 during the hearing. The following documents were also admitted:

Exhibit 9	Staff Report
Exhibit 10	Modified MDNS dated August 2, 2017
Exhibit 11	April 11, 2017 letter from Randall Olson addressing front yard setbacks
Exhibit 12	April 11, 2017 letter from Randall Olson addressing side yard setbacks
Exhibit 13	March 20, 2016 Department of Ecology comment letter
Exhibit 14	Tacoma/Pierce County Health Department letter
Exhibit 15	Google Map aerial of Tracts, I, O and J
Exhibit 16	August 16, 2017 email plus attachments from J. Wilson to Examiner re Supplemental Materials.
Exhibit 17	August 18, 2017 email plus attachments from R. Olsen to Examiner re Supplemental Materials.
Exhibit 18	August 23, 2017 email plus attachments from R Olson to Examiner re Supplemental Materials Response
Exhibit 19	August 23, 2017 email from J. Wilson to Examiner re Supplemental Materials Response

FINDINGS OF FACT

Procedural:

1. Applicant. The applicant is NoJack4 LLC, Seattle, WA.

2. Hearing**.** A hearing was held on the subject applications on August 11, 2017 in the City of Dupont City Council Chambers. The hearing was left open through August 23, 2017 for submissions evidencing past City interpretations of setback regulations.

3. Project Description. The applicant has requested preliminary plat approval for the division of the 2.03 acres of Tract I of Hoffman Hill Division 5 Phase 1, into 16 residential lots for eight townhome buildings with each townhome building composed of two zero lot line dwelling units.

4. Adequacy of Infrastructure/Public Services. The project will be served by adequate and appropriate infrastructure and public services as follows:

A. Water and Sewer Service. The proposal provides for adequate water and sewer infrastructure. The City of DuPont's water utility will serve the proposed plat. A certificate of water availability has been issued for the proposal. See Certificate of Water Availability, Ex. 1(g). The Pierce County Public Works and Utilities Department will provide sewer service to the proposal.

B. Police and Fire Protection. The proposal will be served by adequate police and fire protection. Staff have reviewed the proposal and cited no concerns over police resources or public safety issues related to the proposal. The proposed plat is served by the DuPont Fire Department The Fire Department submitted comments regarding review of the preliminary plat application, Ex. 7, which have been incorporated into the recommended conditions of approval. The Fire Department recommends approval with the conditions. Pursuant to those recommendations, one additional fire hydrant shall be required and located on the property for fire ground operations subject to Fire Department approval. The location shall be approved by the Fire Department. Impacts to fire resources are addressed by the payment of fire impact fees, due at the time of building permit issuance pursuant to DMC 26.05.050.

C. Drainage. The proposal provides for adequate drainage facilities. A drainage system has already been approved and constructed as part of prior stages of Hoffman Hills development to collect and treat stormwater runoff from the project site. Stormwater runoff on the proposed plat will be less than anticipated in the design of the stormwater facilities that serve the site. The proposed plat is required to convey onsite stormwater to the City's existing facilities, which are large enough to receive same. Final review and approval of the plat's conveyance system, which is at the owner's cost, shall occur following submittal of plat construction documents. See drainage compliance memo dated October 14, 2014, Ex. 1(e).

D. Parks/Open Space. The proposal provides for adequate parks and open space. The Director of Community Development has found the proposal to be compliant with applicable park, recreation and open space requirements. All parks necessary to serve the subject development were constructed with the underlying plat of Hoffman Hill Division 5, Phase 1.

E. Transportation. The proposal provides for adequate traffic infrastructure. Traffic infrastructure has already been constructed to accommodate the traffic impacts of the project as part of Hoffmann Hills Village IV, Division 5 preliminary plat approval. The applicant's traffic engineer, Bill Clingman, determined that the trip generation of the proposal will be less than that anticipated for the Division 5 traffic infrastructure improvements. See Ex. 1(f). The proposal has also been reviewed by the City Engineer, who has determined that the proposal is consistent with all applicable standards for city roads, streets, access, circulation, transportation concurrency and the like.

F. Schools. The proposal provides for adequate schools. Impacts to schools are addressed through mitigation payments made through a 1999 School Mitigation Agreement. Safe walking conditions for students who only walk to and from school are provided by existing sidewalks.

5. Adverse Impacts. There are no significant adverse impacts associated with the proposal. There are no critical areas on-site. All existing vegetation was removed with rough grading and construction of the underlying plat, Hoffman Hill Division 5 Phase 1. The proposal is fully compatible with surrounding uses. The property adjoins the Fort Lewis property to the east and is buffered from that property by a wide strand of trees. Residentially zoned and developed property is located to the north and west and the Hoffman Regional Stormwater Pond is located to the south. The maximum density authorized for the R-12 zone is 12.5 dwelling units per acre and the applicant only proposes 7.9. A mitigated determination of non-significance ("MDNS") was issued for the project on July 14, 2017 under the State Environmental Policy Act ("SEPA"). The MDNS mitigates all significant environmental impacts created by the proposal, most notably requiring testing of soils and clean up as necessary pursuant to state regulations to remove any hazardous waste. The mitigation measures also require monitoring for the presence of cultural resources and action as necessary to prevent any damage to such resources if discovered.

CONCLUSIONS OF LAW

1. Authority. DMC 25.175.010 classifies preliminary plat applications as Type III permits. DMC 25.175.010(2)(b) provides that the hearing examiner shall hold a hearing and issue a final decision for Type III permit applications.

2. Zoning/Comprehensive Plan Designations. The City of DuPont Comprehensive Plan designates the subject property as located within the Residential-12 District in the Hoffman Hill Village. The Zoning Map designation is R-12.

3. Review Criteria. DMC 24.03.050(a) and 24.03.060(b) govern the criteria for subdivision review. Applicable criteria are quoted below in italics and applied through associated conclusions of law

DMC 24.03.050(a): *The Examiner shall review all proposed preliminary plats and shall take such action thereon as to assure conformance of the proposed subdivision to the general purposes of the comprehensive plan and to planning standards and specifications as adopted by the City.*

4. Conformance to Comprehensive Plan and Planning Regulations. The proposal is consistent with the City's comprehensive plan and planning standards for the reasons identified in Sections 3 and 4 of the staff report, excluding the staff report analysis of disputed front and side-yard requirements, addressed separately in Conclusions of Law No. 5 and 6 below.

5. Five-foot side yard setbacks apply to proposal. The most difficult and hotly contested issue of the proposal is whether five or ten-foot side yard setbacks apply to the proposed townhome buildings. It is concluded that the townhome buildings are subject to five-foot side yard setbacks. The applicant asserts that only five-foot side yards apply to its townhome buildings through operation of a development standard that requires that side yard setback requirements are to be applied to townhome buildings as a whole as opposed to individual units. *See* DMC 20.20.050(4). In contrast, the City relies upon a provision that requires a ten-foot side-yard setback for zero lot line housing. See DMC 25.20.040(4)(g). In summary, the applicant's position is more compelling, since the provision it uses, DMC 20.20.050(4), is more specifically applicable to townhomes. The applicant's interpretation also allows for a harmonized construction of the two potentially conflicting provisions relied upon by the City and applicant and is the most consistent with legislative intent. A more detailed analysis follows, based upon a point by point analysis of pertinent code provisions.

a. Applicant's Argument. The applicant's argument can be summarized as follows: DMC 20.20.050(4) requires that side yard setbacks be applied to townhome buildings as a whole as opposed to their individual units. Specifically, DMC 20.20.050(4) provides that "*[f]or townhouses, side yard setbacks shall refer to the overall structure, not individual units*." DMC 25.20.040(4)(a) provides that for lots less than 45 feet in width in the Hoffman Hill Village, the side yard setback must be five feet and the two side yards must total ten feet. The proposal is in Hoffman Hill Village and all lots are less than 45 feet in width. As authorized by 20.20.050(4), the applicant applies this setback to the two-unit townhome buildings as a whole, providing for five-foot side yard setbacks on either side of the townhome buildings.

b. City's Argument. The City's argument can be summarized as follows: DMC 25.20.040(4)(g) applies special side yard setback requirements to zero lot line housing. For "*zero lot line housing*" the provision authorizes "*zero setback on one side of the*

residence," provided conditions are met, including that "*[t]he other side yard setback is at least 10 feet or 15 feet depending on lot width per subsection (4)(a) of this section;…*" As determined in Conclusion of Law No. 4(c), each of the two units of each of the proposed townhome buildings qualify as zero lot line housing. Each unit has zero setback at its common wall. If DMC 25.20.040(4)(g) applies to each of the two units of as asserted by the City, then "*the other side yard setback*" for each individual unit, meaning the two side yards of the two-unit townhome buildings as a whole, are each required to be ten feet wide.

c. The proposed townhome units are zero lot line developments. One of the keys[3] to harmonizing the side yard setback provisions at issue is determining whether the proposed townhome units qualify as zero lot line developments. It is concluded that the proposed townhome units are zero lot line developments.

DMC 25.10.260(Z) defines a "zero lot line" as "*the location of a building on a lot in such a manner that one of the building's sides rests* ***directly abutting*** *a lot line*." (emphasis added). The applicant argues that this definition is distinguishable from the DMC 20.10.200 definition of townhome which authorizes common walls to be located "**on** the lot line." (emphasis added). This is a distinction without a difference. Given that lot lines have no width, a wall located "on" a lot line is located at the same place[4] as a wall located "directly abutting" a lot line.

Beyond the metaphysical concept of lines without width, the DMC itself expressly identifies interior townhome units as zero lot line developments. DMC 25.20.040(4)(h) provides that "*[w]herever a zero lot line exterior wall does not abut* ***another zero lot line exterior wall*** *a three-foot-wide no-build maintenance easement shall be maintained at the property line*;..: (emphasis added). In its written argument, the appellant asserts that this language can't apply to townhome units sharing a common wall because the maintenance easement would extend into the interior of the adjacent unit. This argument fails to account for staggered townhome units, where the perimeter walls of each unit are only partially shared with those of adjoining units[5]. DMC 25.20.040(4)(h) was clearly intended to apply to staggered units, because it applies to zero lot line exterior

[3] To avoid confusion, it is noted that the applicant argues that the individual units do not qualify as zero lot line housing. This decision concludes that the units do qualify as zero lot line housing. As shall become in Conclusion of Law No. 5 (f), the fact that the units do qualify as a zero lot line housing supports rather than undermines the applicant's position that the side yards are only required to be five feet.

[4] It is recognized that the common wall of a townhome can be characterized as not only being "on" a lot line but to also cross it, since the lot line between townhome units typically bisects the width of the wall. However, ownership of the wall stops at the lot line, such that the wall of each unit can be considered to end at the lot lines as well, in the middle of each common wall.

[5] If the concept of staggered townhome units is not readily apparent, the reader is encouraged to do an internet search of images of staggered townhomes.

walls "wherever" the wall does not abut another zero lot exterior wall. The "whenever" language signifies that in some situations only portions of the exterior sidewall of townhome units are part of a common wall, i.e. the common wall of a staggered unit.

d. DMC 20.20.050(4)(townhome building as a whole) supersedes DMC 25.20.040(4)(g)(zero lot line) to the extent the provisions conflict and authorizes five-foot setbacks. To the extent that DMC 20.20.050(4) and DMC 25.20.040(4)(g) conflict, DMC 20.20.050(4) prevails and imposes a five-foot side yard setback.

A determinative rule of statutory construction is that in case of conflict, specific statutes prevail over more general statutes. *See State of Washington v. Lee*, 199 Wn. Ap. 678, 683 (2016). In this case, DMC 20.20.050(4) and DMC 25.20.040(4)(g) arguably conflict because their application results in different setback requirements as outlined in Conclusion of Law No. 5(a) and (b) above. DMC 20.20.050(4) is the more specific setback requirement, because it applies to townhomes. DMC 25.20.040(4)(g) is the more general standard because townhomes are only one form of zero lot line development. Currently, the DMC also expressly allows garages to have zero-foot setbacks under certain conditions. See DMC 25.20.040(3)(g); DMC 25.20.040(4)(i). Since the five-foot setback requirement of DMC 20.20.050(4) applies specifically to townhomes such as those proposed, while the 10-foot setback requirement of DMC 25.20.040(4)(g) applies to zero lot line developments in general, the more specific five-foot townhome requirement prevails.

e. DMC 20.20.050(4)(townhome building as a whole) and DMC 25.20.040(4)(g)(zero lot line) can also be harmonized if construed to authorize five-yard setbacks. Ultimately, DMC 20.20.050(4) and DMC 25.20.040(4)(g) can be easily harmonized and there is no reason to resort to the extreme of nullifying the applicability of DMC 25.20.040(4)(g) because it conflicts with the more specifically applicable DMC 20.20.050(4). As previously noted, DMC 20.20.050(4) requires that "side yard setbacks" be applied to townhome buildings as a whole, rather than its individual units. DMC 25.20.040(4)(g) is such a side yard setback requirement. This is readily apparent as DMC 25.20.040(4)(g) is located in DMC 25.20.040(4), the code section addressing side yard setbacks to townhome development via operation of DMC 25.20.050(3)(a). As a setback requirement, DMC 25.20.050(3)(a) must be applied to the townhome building as a whole, not its individual units. The proposed townhomes as a whole are not zero lot line housing, because as a whole they are separated from all property lines by at least five feet. Since the townhome buildings as a whole do not qualify as zero lot line housing, they are not subject to DMC 25.20.040(4)(g).

f. The fact that Townhome Buildings with Zero Lot Line Units Have Walls that Cross Interior Lot Lines Does Not Render the Townhome Building as a Whole a Zero Lot Line Development. It is recognized that if setbacks are to be measured from the townhome buildings as a whole that they technically violate setback requirements where the exterior walls cross over interior lot lines. Since the walls are not on or directly abutting

lot lines, but rather are crossing them, they arguably don't qualify as zero lot line development. In this regard, the code has to be construed as impliedly allowing townhome buildings to straddle lot lines. The townhome definition authorizes common walls to be located on lot lines and various zoning district specifically authorize townhomes. There is no way to effectuate legislative intent to authorize townhomes without impliedly allowing townhome walls to cross lot lines.

Alternatively, the city's zero lot line definition could be construed as applicable to walls that cross lot lines in addition to those that are just "on" or "directly abutting" lot lines. In this regard, the proposed townhomes could be construed as zero lot line housing and the ten-foot side yards advocated by staff could be required by DMC 25.20.040(4)(g). The problem is that such a construction only works for two-unit townhome buildings. Since each individual zero lot line unit would be required to have a ten-foot side yard, it would be impossible for any townhome building to have more than two units. Ordinance No. 03-750 adopts several zoning provisions regulating townhomes containing up to six units. The City Council clearly considers its code to authorize townhomes with more than two units and there is nothing in the code to suggest that DMC 25.20.040(4)(g) was designed to indirectly limit townhome buildings to two units.

The only way that the staff's application of DMC 25.20.040(4)(g) can be reconciled with the Council's intent to authorize multi-unit townhome buildings is to limit application of DMC 25.20.040(4)(g) to the end units of townhome buildings. Perhaps such an interpretation can be justified on the principle that implied exceptions should be applied to the minimum extent necessary. To enable the construction of townhomes with three or more units, it is absolutely necessary to exempt DMC 25.20.040(4)(g) from zero lot townhome units adjoining zero lot townhome units on both sides. Such townhomes can still be constructed, however, if DMC 25.20.040(4)(g) is only applied to the end units as advocated by the City. Applying implied exceptions to the minimum extent necessary, however, has its own drawbacks. It can be argued that straying from the plain meaning of the code should be minimized as much as possible and that manufacturing implied exceptions to implied exceptions (e.g. DMC 25.20.040(4)(g) applies to all buildings **except** for townhome buildings **except** for the end units of the townhome buildings) is straying unacceptably far from the plain meaning of the City's ordinances.

Ultimately, falling back on legislative intent is the most effective means of resolving the complexities of the situation. In this regard, the structure of the City's setback regulations is most revealing. DMC 25.10.130 defines a "multi-family residence" to expressly include townhomes. DMC 25.20.050(3)(a) states that for multi-family residential units that have three or more units, the average separation between the townhome buildings as a whole must be at least 15 feet. The City's end unit interpretation results in an average separation of 20 feet for townhome buildings with

zero lot line units (10 feet on either side of each building[6]). At the same time, if the townhomes have no zero lot line units, only the 15-foot separation required by DMC 25.20.050(3)(a) would apply[7]. There is no rational reason to require greater setbacks for townhome buildings with zero lot line units than townhome buildings without zero lot line units. Consequently, it must be presumed that the City Council did not intend such a distinction to make a difference.

Similarly, for two-unit multifamily buildings, townhome buildings without zero lot line units would only be subject to a ten-foot separation under DMC 25.20.050(3) and 25.20.040(4)(a) while townhome buildings with common walls on lot lines would be subject to the 20-foot separation under the City's end unit interpretation of DMC 25.20.040(4)(g). Again, there is no rational basis to place higher setback requirements upon townhomes with zero lot units than identical townhome buildings without zero lot line units. It must be presumed that the Council did not intend for such a distinction to occur. It must be concluded that DMC 25.20.040(4)(g) does not apply to a townhome because it has common walls located on property lines.

g. No Deference Due Staff Interpretation. No deference is due to the staff's interpretation of DMC 25.20.040(4)(g) because there is no evidence that the interpretation implements past precedent or adopted policy. In interpreting local ordinances, RCW 36.70C.140(b) requires a court on judicial appeal to allow "*for such deference as is due the construction of a law by a local jurisdiction with expertise*." For deference to be "*due*," a local entity interpreting an ambiguous local ordinance bears the burden to show its interpretation was a matter of preexisting policy for. *Ellensburg Cement Products, Inc. v. Kittitas County*, 179 Wash.2d 737 (2014). As discussed below, there is no substantial evidence or preponderance of evidence in the record establishing that the City ever applied its end unit interpretation of DMC 25.20.040(4)(g) to prior projects.

As its sole evidence[8] of a consistent prior interpretation, the City refers to the Hoffman Hills Preliminary Plat project. The site plan submitted by the City shows two-unit townhome buildings composed of zero lot line townhome units. The townhome

[6] The 10-foot setback is for lots that are under 45 feet in width for areas designated by DMC 25.20.040(4)(a). The side yard for zero lot line projects would have to be 15 feet if the lots exceed 45 feet.

[7] If the townhomes were on lots with a width exceeding 80 feet, the 20 foot separation requirement of DMC 25.20.040(4)(a) would apply equally to buildings with or without zero lot line units.

[8] In its initial submission on prior interpretations on August 16, 2017, Ex. 16, the City submitted a site plan of the Parkview subdivision of Hoffman Hills in addition to the Tract J plat. The site plan was submitted without comment. In its rebuttal, Ex. 19, the City acknowledged that the Parkview project "*was not a good source of information for the interpretation of setbacks*." Given the City's concession on the probative value of the Parkview evidence, and the fact that much of the Parkview evidence in the record supports the applicant's interpretation, see Ex. 17 and 18, the Parkview evidence is not determined to be compelling evidence of consistent past City interpretation or, in the end, even intended by the City to support its position.

buildings are depicted with five-foot side yard setbacks. The depicted five-yard setbacks are consistent with the applicant's proposed five-yard setbacks, not the ten-yard setbacks the City contends are required by DMC 25.20.040(4)(g).

The City points to the staff report and hearing examiner decision on the Tract J plat, which purport to apply DMC 25.20.040(4)(g) to the two-unit townhome buildings. However, it is very questionable whether the staff report and hearing examiner decision did in fact consider DMC 25.20.040(4)(g) to apply to townhome buildings that are separated from perimeter lot lines as proposed by the applicant. DMC 25.20.040(4)(g) could be construed as authorizing townhome buildings as a whole to be built adjacent to perimeter lot lines if all conditions of the subsection are met. The Tract J staff report notes that "*[t]he developer intends to build zero lot line residences in the plat and requests the Dupont City Council designate all developable lots for zero lot line development…*" This language can be reasonably construed as stating that the developer was intending to have its proposed townhome buildings as a whole abut side yard property lines. The hearing examiner decision authorizes this proposal by requiring conformance to DMC 25.20.040(4)(g) in the conditions of approval.

As previously noted, the final approved site plan for the Tract J project shows townhome buildings separated from side yard property lines by only five feet, not the twenty feet required under the City's interpretation . What reasonably could have happened is that the applicant changed its initial plans to have its townhome buildings abut side yard property lines and instead decided to center them with five-yard setbacks. The change in design may or may not have been considered significant enough to trigger a plat alteration approval (likely not, as staff does not appear to have found any). At any rate, whether what could have occurred as described in this paragraph actually did occur is not material. What is material being that the discrepancy between the approved site plan and the wording of the staff report could be easily attributable to reasons that do not support the staff's interpretation of DMC 25.20.040(4)(g). The Tract J staff report and hearing examiner decision do not support a finding that DMC 25.20.040(4)(g) has been applied to townhome buildings that don't abut perimeter side yard property lines.

The applicant submitted a significant amount of evidence of its own that purportedly shows that its interpretation is supported by prior staff interpretations. This decision concludes that the applicant's side yard interpretation is correct without the application of any deference. Consequently, it is not necessary to ascertain whether any deference is due prior City interpretations (on either a legal or evidentiary basis).

6. <u>16/20-foot alternating front-yard setbacks apply to proposal</u>. The applicant proposes alternating front yard setbacks of 20 and 16 feet. Staff asserts that the setbacks should alternate between 22 and 16 feet. It is determined that the 20/16-foot setbacks proposed by the applicant are consistent with the City's front yard setback requirements.

The applicant and staff disagreement over front yard setback requirements arises from the "in excess" language of DMC 25.20.040(2), which provides as follows:

> *(2) Minimum Front Yard Setback. Either 20 feet or 16 feet provided the principal building on the adjacent lot is setback* ***in excess of two feet*** *to effect a variety of setbacks within the block…* (emphasis added).

City staff argue that "*in excess of two feet*" applies to the baseline 20-foot setback requirement. The applicant argues that the language applies to the setback of the proposed townhome at issue, i.e. the building subject to the 16-foot setback requirement. No deference to the staff interpretation is due because there is no evidence of consistent past staff interpretation.

Ultimately, DMC 25.20.040(2) must be construed in favor of the applicant because it is hopelessly ambiguous and there is no compelling reason to support the staff's interpretation. If a zoning ordinance is ambiguous, courts construe it in favor of the property owner. *Littlefair v. Schultze*, 160 Wn. App. 659 (2012). DMC 25.20.040(2) is unquestionably ambiguous. There is nothing on the face of the language that clearly supports the staff or applicant interpretation. The conflicting interpretations are not supported on any policy basis and one interpretation doesn't implement the purpose and intent of the City's zoning regulations any better than the other.

A couple minor points marginally support the applicant's interpretation. First, if the City Council intended the "in excess of two feet" to apply to the 20-foot baseline setback, it could have been significantly clearer about its intent by simply replacing with "*in excess of two feet*" with "*greater than 22 feet*". The use of the more flexible "*in excess*" language suggests that the City Council couldn't pin down the minimum setback to a set number because it would be based upon an adjoining 16-20-foot setback under the applicant's interpretation. Second, the "in excess" language is part of the disjunctive clause addressing 16-foot setbacks. Since this clause is limited to addressing 16+ foot setbacks, the "in excess" language pertains to those 16-foot setbacks, i.e. the adjoining front yard setback must be two feet greater than the 16+ setback. These are both minor points, but they are the only aids to construction in this case. Given the requirement that ambiguous zoning ordinances must be construed in favor of the property owner and that the only aids to construction marginally favor the appellant's interpretation, it is concluded that the 16/20 front yard setbacks proposed by the applicant are consistent with DMC 25.20.040(2).

DMC 24.03.060(b)(1): *A proposed subdivision and dedication shall not be approved unless the Examiner makes written findings that:*

(1) Appropriate provisions are made for the public health, safety, and general welfare for open spaces, drainageways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and

DMC 24.03.060(b)(2): *The public use and interest will be served by the platting of such subdivision and dedication. If the Examiner finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the Examiner shall approve the proposed subdivision and dedication.*

7. Appropriate Provision for Infrastructure. The proposal provides for appropriate infrastructure for the reasons identified in Finding of Fact No. 4.

8. Proposal is in Public Use and Interest and Consistent with Public Health, Safety and Welfare. The proposal makes appropriate provision for the public health, safety and welfare and is in the public use and interest because it provides for appropriate infrastructure as determined in Finding of Fact No. 4 while also not creating any significant adverse impacts as determined in Finding of Fact No. 5.

DECISION

The preliminary plat application meets all applicable criteria for the reasons identified in the Conclusions of Law above and is approved, subject to the following conditions of approval:

1. The city issued a SEPA Mitigated Determination of Non-significance. All mitigation measures are incorporated herein by reference as conditions of approval.

2. A sign permit is required if a neighborhood identification sign is proposed.

Prior to application for any Site Development Permits

3. The project will demonstrate compliance with all required geotechnical recommendations.

4. Type I Design Review and Type II Site Plan Review approval is required pursuant to DMC 25.65.010(2).

5. The front yard setbacks for front facing garages (Lots 7-16) shall comply with DMC 25.20.040(2)(e).

6. The side lot line for Lot 6 that is adjacent to Tract C shall be 10 feet in accordance with DMC 25.20.040(4)(a).

7. Landscape and irrigation plans are required with the civil construction permit. One street tree every 40 to 50 feet of lot frontage is required within the Swan Loop right-of-way landscape strip adjacent to the parcel. Said trees shall be spaced to accommodate sight distance requirements for driveways and be at least 2-inch caliper, single stem with a minimum branch height of 5 feet at time of planting. The applicant will be required to demonstrate compliance with the water conservation regulations in DMC 25.90.040 at the time of Site Plan Review approval.

8. One additional fire hydrant shall be required and located on the property for fire ground operations. The location shall be approved by the Fire Department.

9. Drainage ways: Stormwater runoff on the proposed plat will be less than originally anticipated when the original Hoffman Hill Division 5 stormwater facilities were designed and constructed. The proposed plat is required to convey onsite stormwater to the City's existing facilities, which are large enough to receive same. Final review and approval of the plat's conveyance system, which is at the owner's cost, shall occur following submittal of plat construction documents. See drainage compliance memo dated October 14, 2014 (Attachment 1e).

10. Curb ramps on adjacent streets are required to be upgraded to current ADA Standards.

Prior to issuance of a Building Permit

11. The structures must be designed to meet the requirements of the building construction codes in effect at that time. The following codes are currently enforced by the City of DuPont: the 2015 International Building Code, the 2015 International Residential Code, the 2015 International Fire Code, the 2015 International Mechanical Code, the 2015 International Fuel Gas Code, the 2015 Uniform Plumbing Code (each as amended and adopted by the State of Washington); and the 2015 Washington State Energy Code.

12. The project must receive all land use and civil construction approvals prior to issuance of building permits.

13. Prior to issuance of building permits for the structures, the applicant shall provide a copy of Pierce County Sewer Service Permit for each lot, for city record.

14. Provisions for collection and removal of drainage at the property lines and elevation changes must be incorporated into the design. (Note: the provisions of the IRC pertaining to site drainage away from the structure foundations must also be met in the design.)

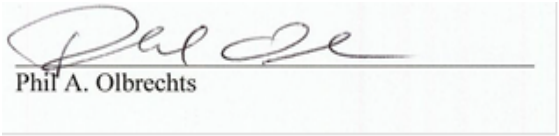
15. Access to existing utility easements is to be maintained or provided with the building design.

Prior to Certificate of Occupancy

16. Prior to final approval of the project, as-builts and Geographic Information System (GIS) documentation will be required, in accordance with City of DuPont Municipal Code Chapter 24.09 and Ordinance No. 97-559.

17. Prior to Fire Department approval for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA 13D Standard for Automatic Fire Sprinkler Systems. Three (3) sets of plans, hydraulic calculations, and material specifications sheets for all equipment used in the system shall be submitted by a State of Washington Licensed Contractor for review, approval, and permits issued prior to commencing work. A separate permit is required.

Decision issued August 31, 2017.



Hearing Examiner

Appeal Right and Valuation Notices

DMC 25.175.010 provides that this decision, as a Type III decision, is final, subject to appeal to Pierce County Superior Court. Appeals are governed by Chapter 36.70C RCW.

Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

WHEN RECORDED, RETURN TO:

Lennar Northwest Inc. - Seattle Division
33455 6th Avenue South
Federal Way WA 98003
Attn: Karen Hruza

Document Title	Declaration of Covenants, Conditions, and Restrictions for Hoffman Hill Tract "O"
Reference Number of Related Document	N/A
Grantor	Lennar Northwest Inc., a Delaware corporation
Grantee	Lennar Northwest Inc., a Delaware corporation
Abbreviated Legal Description	Portion of the NE ¼ of the SE ¼ of Section 33, Township 19 N, Range 1 E, W.M. Complete legal description on Exhibit A
Tax Parcel Numbers	3001171253 and 3001171292

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOFFMAN HILL

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOFFMAN HILL TRACT "O" is made this _____ day of _____, 2018, by Lennar Northwest Inc., a Delaware Corporation (the "**Declarant**"), as the owner of certain real property situated in Pierce County, State of Washington, as such property is more specifically described on **Exhibit A**, which is attached hereto and incorporated herein by this reference (the "**Real Property**").

RECITALS

A. Declarant desires to develop Tract "O" of Hoffman Hill, Division 5 ("Hoffman Hill") as a residential community on the Real Property. Declarant desires to create common areas and facilities for the benefit of the Tract "O" community and to provide for the preservation of the natural values in Tract "O".

B. Pursuant to that certain Thirty-Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property, recorded under Pierce County Recording No. 200810090245, the Real Property is subject to the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property dated March 1, 1994, and recorded under Pierce County Recording No. 9403150847, Book 1001, Page 2645, as amended (collectively, "**Master Declaration**").

C. This Declaration establishes a plan for the private ownership of lots and the buildings constructed thereon, for the dedication of certain areas to the public, and for the beneficial ownership through a nonprofit corporation of certain other land and related easements, hereafter defined and referred to as the "**Common Areas**." The nonprofit corporation shall be delegated and assigned the duties and powers of maintaining and administering the Common Areas, administering and enforcing these covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

D. Declarant intends that Tract "O" be considered a separate "**Neighborhood**" as that term is defined in the Master Declaration. The Common Areas described in this Declaration shall be "**Exclusive Common Area**" under the Master Declaration, which are reserved for the exclusive use or primary benefit of the Owners and occupants of Lots within Tract "O". To the extent any of the use restrictions provided in this Declaration conflict with the use restrictions in the Master Declaration, the more restrictive shall apply.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of the Real Property, as defined herein, and the buildings and structures hereafter constructed thereon are, will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Tract "O" for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in the Real Property or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1. DEFINITIONS

Section 1.1 "**Association**" shall mean and refer to the Hoffman Hill Tract "O" Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.2 "**Association Action**" shall mean and refer to a written corporate action of the Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.

Section 1.3 "**Board**" shall mean and refer to the board of directors of the Association.

Section 1.4 **"Building"** means and refers to the structures constructed on the Lots.

Section 1.5 "**Common Areas**" shall mean and refer to all easements and Tracts and any improvements thereto that are owned or maintained by the Association, for the benefit of the Lot Owners, and subjected to this Declaration by an appropriate recording. As of the date of this Declaration, the Common Areas consist of: All Common Areas depicted on the Final Plat, including without limitation, the roads and sidewalks, and recreational areas, all as identified and/or illustrated on the Final Plat, recorded in the real property records of Pierce County.

Section 1.6 "**Common Expenses**" means the costs incurred by the Association to exercise any of the powers provided for in Chapter 64.38 RCW and this Declaration.

Section 1.7 **"Common Wall"** means and refers to any wall built on, near, or adjacent to the property line separating Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 11 and 12, 13 and 14, 15 and 16, 17 and 18, 19 and 20, 21 and 22, 23 and 24, 25 and 26, and 27 and 28. The term "Common Wall" includes all components of and within that wall (including, but not limited to, framing, joists, insulation, soundproofing, pipes, lines, wires, conduits, other utility infrastructure and components as originally constructed as part of the Development), all components below that wall (including, but not limited to, the footings, foundation, and other components as originally constructed as part of the Development and the supporting ground), all components above that wall (including, but not limited to, the roof parapet cap, flashing and other components as originally constructed as part of the Development) and all components on the sides or exteriors of that wall (including, but not limited to, siding, trim and other components as originally constructed as part of the Development).

Section 1.8 **"Common Wall Adjoining Lots"** means and refers to Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 11 and 12, 13 and 14, 15 and 16, 17 and 18, 19 and 20, 21 and 22, 23 and 24, 25 and 26, and 27 and 28. When used in reference to a particular Owner, it refers to the Common Wall Adjoining Lot owned by that Owner.

Section 1.9 "**Declarant**" shall mean and refer to the entity described on the first page of this Declaration and its respective successors and assigns. Nothing contained herein shall be deemed or construed by the Association or by any third person, to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the signatories hereto.

Section 1.10 "**Declaration**" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.11 "**Development Period**" shall mean and refer to that period of time beginning on the date of this Declaration and ending on the receipt by the Association of written notice from Declarant in which Declarant elects to terminate the Development Period.

Section 1.12 "**Final Plat**" shall mean and refer to the Final Plat of Hoffman Hill Tract "O" recorded under Pierce County Recording No. _____.

Section 1.13 "**Governing Documents**" shall mean and refer to this Declaration, the Master Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Association as any of the foregoing may be amended from time to time.

Section 1.14 "**Lot**" shall mean and refer to any legally segmented and alienable portion of the Real Property created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of dedicated rights of way and Tracts designated as Common Areas.

Section 1.15 "**Master Association**" shall mean the Northwest Landing Residential Owners Association, its successors or assigns.

Section 1.16 "**Master Declaration**" shall mean the Declaration of Covenants, Conditions and Restrictions for Northwest Landing Residential Property dated March 1, 1994, and recorded under Pierce County Recording No. 9403150847, Book 1001, Page 2645, as amended.

Section 1.17 "**Mortgage**" shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots. "**First Mortgage**" shall mean and refer to a Mortgage with priority over the other Mortgages. "**Mortgagee**" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "**Institutional Mortgagee**" or "**Institutional Holder**" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency of department of the United States Government or of any state or municipal government.

Section 1.18 "**Owner**" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 1.19 "**Real Property**" shall mean and refer to that certain real property which is legally described on **Exhibit A** attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof by an appropriate recording.

Section 1.20 "**Reserve Account**" shall have the meaning set forth in Section 3.12 of this Declaration.

Section 1.21 "**Reserve Component**" shall mean a Common Area for which the cost of maintenance, repair, or replacement is infrequent, significant, and impractical to include in an annual budget.

Section 1.22 "**Reserve Study Professional**" shall mean an independent person who is suitably qualified by knowledge, skill, experience, training, or education to prepare a reserve study in accordance with Ch. 64.38 RCW.

Section 1.23 "**Significant Assets**" shall mean that the current replacement value of the major Reserve Components is seventy-five percent (75%) or more of the gross budget of the Association, excluding the Association's Reserve Account funds.

Section 1.24 "**Single Family**" shall mean and refer to a single housekeeping unit that includes not more than four (4) adults who are legally unrelated.

Section 1.25 "**Structure**" shall include any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, basketball hoop, play equipment, climbing apparatus, swimming pool, rockery, dog run or the like.

Section 1.26 "**Tract**" shall mean and refer to any legally segmented and alienable portion of the Real Property created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of Lots and dedicated rights of way.

ARTICLE 2. HOFFMAN HILL TRACT "O" HOMEOWNERS ASSOCIATION

Section 2.1 Description of Association. The Association is a nonprofit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents of the Association other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall have a perpetual existence and may not be dissolved for forty years after the date upon which this Declaration is recorded. Upon dissolution or final winding up of the Association entity under the laws of the State of Washington, all of its assets remaining after payment to creditors will be distributed or sold, and the sales proceeds distributed, to the members of the Association entity in accordance with the Articles, Bylaws, and provisions of Ch. 24.03 RCW. The Owners are responsible for providing that the Association continues to be a functioning legal entity.

Section 2.2 Association Board. During the Development Period, the Declarant shall manage the Association and shall have all the powers of the Board set forth herein. Upon termination of the Development Period, a Board shall be elected from among the Owners, as provided in the Bylaws to manage the Association. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over the meetings of the Board and meetings of the Association.

Section 2.3 Votes Appurtenant to Lots. Every Owner shall be a member of the Association and, except as provided in Section 2.4, shall be entitled to cast one (1) vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Lot, the vote therefore shall be cast as the Owners among themselves determine, but, except as provided in Section 2.4, in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Lot are unable to agree as to the casting of their vote, such vote shall not be counted. If a Lot

is further subdivided as provide in Section 6.1 hereof, the Owner of each additional Lot created shall be entitled to one vote in the Association for each Lot owned.

Section 2.4 Initial Number of Votes. During the Development Period, each Lot owned by Declarant shall be entitled to five (5) votes in the Association and each Lot owned by an Owner other than Declarant shall be entitled to one (1) vote. Upon expiration of the Development Period, the total number of votes in the Association shall be equal to the number of Lots subject to this Declaration and each Lot shall be entitled to one (1) vote.

Section 2.5 Owner's Compliance. By acceptance of a deed to a Lot, recording of a real estate contract conveying title to a Lot, or any other means of acquisition of an ownership interest, the Owner thereof covenants and agrees, on behalf of himself and his heirs, successors, and assigns, to observe and comply with the terms of the Final Plat, this Declaration, the Governing Documents of the Association, and all rules and regulations duly promulgated pursuant to Association Action.

Section 2.6 Bylaws, Rules and Regulations. The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of the Real Property, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations, including, but not limited to, suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation and shall be mailed to all Owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association. The Declarant, on behalf of the Board, may adopt the initial Bylaws and rules and regulations of the Association.

Section 2.7 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege.

Section 2.8 Association Property. The Association, through action of its Board, may acquire, hold and dispose of tangible and intangible personal property and real property.

ARTICLE 3. ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 3.1 Owner's Covenants to Pay Assessments. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein. Notwithstanding the foregoing, the Declarant shall not be obligated to pay any assessments.

Section 3.2 Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including, but not limited to, all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability, property and other insurance on, the Common Areas,

and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. After adoption of the operating budget, the Association may revise the operating budget at any time and from time to time, in accordance with the procedures set forth in Section 3.2(a) below, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

(a) Adoption of Budget. Within thirty (30) days after adoption by the Board of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) 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, in person or by proxy, 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 Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(b) Budget Summary. As part of the summary of the budget provided to all Owners, the Board shall disclose to the Owners:

(i) The current amount of regular assessments budgeted for contribution to the Reserve Account (defined below), the recommended contribution rate from the Reserve Study, and the funding plan upon which the recommended contribution rate is based;

(ii) If additional regular or special assessments are scheduled to be imposed, the date the assessments are due, the amount of the assessments per each Owner per month or year, and the purpose of the assessments;

(iii) Based upon the most recent Reserve Study and other information, whether currently projected Reserve Account balances will be sufficient at the end of each year to meet the Association's obligation for major maintenance, repair, or replacement of Reserve Components during the next thirty (30) years;

(iv) If Reserve Account balances are not projected to be sufficient, what additional assessments may be necessary to ensure that sufficient Reserve Account funds will be available each year during the next thirty (30) years, the approximate dates assessments may be due, and the amount of the assessments per Owner per month or year;

(v) The estimated amount recommended in the Reserve Account at the end of the current fiscal year based on the most recent Reserve Study, the projected Reserve Account cash balance at the end of the current fiscal year, and the percent funded at the date of the latest Reserve Study;

(vi) The estimated amount recommended in the Reserve Account based upon the most recent Reserve Study at the end of each of the next five (5) budget years, the projected Reserve Account cash balance in each of those years, and the projected percent funded for each of those years; and

(vii) If the funding plan approved by the Association is implemented, the projected Reserve Account cash balance in each of the next five (5) budget years and the percent funded for each of those years.

Section 3.3 Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Lot a general assessment. The amount of each Lot's general assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least thirty (30) days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release by any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall, if necessary, revise the general assessment levied against Lots and give notice to each Owner.

Section 3.4 Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis, as determined by the Board. Unless the Board otherwise provides, one-twelfth of the General Assessment shall be due in advance on the first day of each calendar month. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

Section 3.5 Nondiscriminatory Assessment. Except as otherwise specifically provided herein, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds (2/3) majority vote of the Board if, after notice from the Association of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

Section 3.6 Commencement of Assessments. Liability of an Owner for assessments shall commence on the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot) or, if earlier, the commencement date of Owner's occupancy of such Lot. The Declarant, its successors and assigns shall not be liable for any assessments with respect to any Lot.

Upon the initial closing on any Lot from Declarant, the buyer thereof shall pay a one-time assessment in the amount of Five Hundred Dollars ($500.00). This amount shall be in addition to any assessment established by the Association, and shall be paid by all buyers, including builders, but not including Declarant.

Section 3.7 Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 3.8 Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessments at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate, including maintenance of a Lot as provided in Section 3.5. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 3.9 Effect of Nonpayment of Assessment. If any assessment payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate of twelve (12) percent per annum or the highest rate then permitted by law, whichever is less. By acceptance of a deed to a Lot, recording of a real estate contract therefore, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association, and shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association. The Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

Section 3.10 Duration of Lien. Any lien arising pursuant to Section 3.9 shall be a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot.

Section 3.11 Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

Section 3.12 Reserve Account for Repair or Replacement. As a Common Expense, the Association may establish and maintain a reserve fund for major maintenance, repair or replacement of the Common Areas and any improvements thereon ("**Reserve Account**"). Such Reserve Account shall be deposited with a banking institution, and in the name of the Association. The Reserve Account shall be expended only for the purpose of affecting the major maintenance, repair or replacement of the

Common Areas and any improvements and community facilities thereon, and to any sidewalks, roads, walls or pathways developed as a part of Tract "O", equipment replacement, and for operating contingencies of a nonrecurring nature. The Board is responsible for administering the Reserve Account. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred from the Lot to which it appertains.

(a) Withdrawals from Reserve Account. In addition to withdrawals for the purposes set forth above, the Association may withdraw funds from the Reserve Account to pay for unforeseen or unbudgeted costs that are unrelated to maintenance, repair, or replacement of Reserve Components. The Board shall record any such withdrawal in the Association's minute books, cause notice of any such withdrawal to be hand delivered or sent prepaid by first-class U.S. mail to the mailing address of each Owner, and adopt a repayment schedule not to exceed twenty-four (24) months unless the Board determines that repayment within twenty-four (24) months would impose an unreasonable burden on the Owners. Payment for major maintenance, repair, or replacement of the Reserve Components out of cycle with the Reserve Study projections or not included in the Reserve Study may be made from the Reserve Account without meeting the notification or repayment requirements under this Section 3.12(a).

Section 3.13 Reserve Studies. The provisions of this Section 3.13 are intended to summarize the requirements for reserve studies as provided in RCW 64.38.065-.090, and in the event of any conflict with the provisions herein, the statutory provisions shall control.

(a) Board Determination. Unless (a) there are ten (10) or fewer homes in the Association; (b) the Board determines that the Association does not have Significant Assets; (c) the cost of a Reserve Study exceeds five percent (5%) of the Association's annual budget; or (d) the Board determines that doing so would impose an unreasonable hardship, the Board shall, cause the Association to prepare an initial reserve study (a "**Reserve Study**") based upon a visual site inspection conducted by a Reserve Study Professional. The Reserve Study shall comply with the requirements of RCW 64.38.070, and shall be updated annually unless doing so would impose an unreasonable hardship. At least every three (3) years, an updated Reserve Study must be prepared and based upon a visual site inspection conducted by a Reserve Study Professional.

(b) Owner Demand. When more than three (3) years have passed since the date of the last Reserve Study prepared by a Reserve Study Professional, the Owners to which at least thirty-five percent (35%) of the votes are allocated may demand, in writing, to the Association that the cost of a Reserve Study be included in the next budget and that the Reserve Study be prepared by the end of that budget year. The written demand must refer to RCW 64.38.080. The Board shall, upon receipt of the written demand, provide the Owners who make the demand reasonable assurance that the Board will include a Reserve Study in the next budget and, if the budget is not rejected by a majority of the Owners, will arrange for the completion of a Reserve Study.

Section 3.14 Limitations on Liability related to Reserve Account and Reserve Studies. Monetary damages or any other liability may not be awarded against or imposed upon the Association, its officers, the Board, or those persons who may have provided advice or assistance to the Association, its officers, or the Board, for failure to: (a) establish a Reserve Account; (b) have a current Reserve Study prepared or updated in accordance with the requirements of Chapter 64.38 RCW and this Declaration; or (c) make the required disclosures in accordance with Section 3.2(b) and Chapter 64.38 RCW.

Section 3.15 Failure to Comply Does Not Relieve Owners. An Owner's duty to pay for Common Expenses is not excused, and a budget ratified by the Owners is not invalidated, because of the Association's failure to comply with the Reserve Study or Reserve Account requirements.

Section 3.16 Certain Areas Exempt. The Tracts and all portions of Tract "O" dedicated to and accepted by a public authority shall be exempt from assessments by the Association.

ARTICLE 4. ARCHITECTURAL CONTROL COMMITTEE

Section 4.1 Architectural Standards. All improvements within Tract "O" shall comply with the standards and procedures set forth in Article 11 (Architectural Standards) of the Master Declaration.

ARTICLE 5. SUBORDINATION OF LIENS

Section 5.1 Intent of Provisions. The provisions of this Article 5 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot.

Section 5.2 Mortgagee's Nonliability. The holder of a Mortgage shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 5.3 Mortgagee's Rights During Foreclosure. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4 Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 5.5 Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 5.6 Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage or other security interest placed upon a Lot as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm such priority. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot for purposes of realizing a security interest, liens shall arise against the Lot for any assessment payments coming due after the date of completion of foreclosure.

ARTICLE 6. USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 6.1 Authorized Uses/Conflicts with Master Declaration. Tract "O" shall be used solely for residential purposes and related facilities normally incidental to a residential community. After the Development Period no Lot shall be further subdivided, except as permitted in this Declaration without prior approval conferred by Association Action. In the event of a conflict between this Declaration and the Master Declaration, the more restrictive shall apply.

Section 6.2 Leasing Restrictions. No residence on any Lot may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or residence.

Section 6.3 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in Tract "O" except as specifically provided herein. Domesticated dogs, cats, or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes, and all animals must be in compliance with applicable codes and regulations. "Other conventional household pets" shall include only traditionally domesticated pets and shall not include any form of poultry (i.e., domestic fowl, including but not limited to chickens, turkeys, ducks, and geese) or any exotic pets such as large or potentially dangerous reptiles, potentially harmful insects, bees, large birds, wild animals, and animals not normally domesticated, all of which are strictly prohibited in Tract "O". No domestic pet may be kept if its presence or actions constitute a public or private nuisance. Pets shall be registered, licensed, and inoculated from time to time as required by law. When not confined to the Owner's Lot, pets within Tract "O" shall be leashed and accompanied by a person who shall be responsible for cleaning up any animal waste. No pets shall be tethered to any rope, cord, chain, etc., while outdoors on a Lot within Tract "O" for longer than two hours at a time.

Section 6.4 Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, that the Association may, by adopting rules and regulations, permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Tract "O" community; and provided further that no signs or advertising devices of any character shall be permitted.

Section 6.5 Vehicle Storage. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any Lot, except this shall not exclude temporary (less than forty-eight (48) hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. Upon forty-eight (48) hours' notice to the Owner of an improperly parked or stored vehicle, boat, or other equipment, the Association has authority, but shall not be obligated, to have removed at the Owner's expense any such vehicle visible from the street that is parked on any Lot, street, or within a Common Area for more than forty-eight (48) hours.

Section 6.6 Garbage. All trash shall be placed in sanitary containers that are screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways.

Section 6.7 Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 6.8 Signs. Except for entrance, street, directional, traffic control, and safety signs, no promotional signs or advertising devices of any character shall be posted or displayed in Tract "O"; provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any residence placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental or such Lot or residence.

Section 6.9 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Real Property which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within an easement area.

Section 6.10 Antennas and Clotheslines. No external aerial antenna, free-standing antenna towers, satellite reception dishes of any kind or clotheslines shall be permitted in Tract "O"; provided, however, satellite dishes of less than twenty-four (24) inches in diameter are permitted provided they are located on the rear of the residence or in such location allowed through written consent of the Architectural Control Committee. Satellite dishes greater than twenty-four (24) inches in diameter may be allowed through written consent of the Architectural Control Committee.

Section 6.11 Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and homes shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Tract "O". No storage of firewood shall be permitted in front yards. After thirty (30) days' written notice to an Owner from the Association of such Owner's failure to so maintain his home or Lot, and after approval by a two-thirds (2/3) majority vote by the Board, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to restore the home or Lot to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only.

Section 6.12 [Intentionally Deleted].

Section 6.13 Nuisances Prohibited. No noxious or offensive activity shall be conducted in any portion of Tract "O", nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Tract "O" which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Tract "O" community. The Association shall determine by Association Action whether any given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or of the Common Areas, and such determination shall be final and conclusive.

Section 6.14 Preservation of Landscaping. No party subject to the terms of this Declaration or his/her/their agents, employees or guests shall destroy or otherwise materially adversely impact landscaping on Common Areas and/or dedicated Tracts, or as otherwise governed by applicable laws, codes and regulations.

Section 6.15 Temporary Structures. No Structure or improvement of a temporary character, including without limitation a trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used an any Lot as a dwelling or residence, either temporarily or permanently.

Section 6.16 Window Coverings. Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy of a residence on a Lot. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the residence.

Section 6.17 Fences. All fences not installed by Declarant shall conform to the fence detail attached as **Exhibit B**, as may be modified by the Architectural Control Committee from time to time, unless otherwise authorized by the Board. Any fences that are stained must be stained with Sherwin Williams Superdeck® Exterior Oil-Based Transparent Cedar Tone Stain (Product #SD2Y00001) unless otherwise approved by the Architectural Control Committee. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

Section 6.18 Lot Size Restriction. No Lot or portion of a Lot in the Plat shall be divided and sold or resold or ownership changed or transferred, whereby the ownership of any portion of Tract "O" shall be less than the area required for the use district in which located.

Section 6.19 Vehicular Access Restriction. Access to Lots shall be from roads internal to the Final Plat.

Section 6.20 Damage. Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage. After thirty (30) days' written notice to an Owner from the Association of such Owner's failure to so repair, and after approval by a two-thirds (2/3) majority vote by the Board, the Association shall have the right, through its agents and employees, to make such repairs on behalf of such Owner. The cost of such work shall be a special assessment on such Owner and his Lot only.

Section 6.21 Unsightly Conditions. No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, improperly maintained landscaping; publicly visible storage of firewood; publicly visible storage of boats, trailers or motor homes, manufactured homes, recreational vehicles, or disabled vehicles of any kind whatsoever; laundry hanging or exposed in view for drying; litter, trash, junk or other debris; inappropriate, broken or damaged furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and no awnings, air conditioning units, heat pumps or other projections shall be placed on the exterior walls of any housing unit unless prior written approval shall have been obtained from the Architectural Control Committee. This Section 6.21 shall not apply to Lots owned by Declarant during the Development Period.

Section 6.22 Shared Driveways. Unless otherwise provided herein, all shared driveway areas shown on the Final Plat, whether provided as easements or tracts, shall be used only for pedestrian and vehicular ingress and egress. Unless otherwise agreed upon by all Lot Owners benefitting from or burdened by the shared driveway area, parking, the construction or maintenance of improvements, and the storage of personal property shall be prohibited in such shared driveway areas.

ARTICLE 7. COMMON AREAS

Section 7.1 Title to Common Areas. All Common Areas were dedicated in accordance with the terms of the Final Plat upon recording of the Final Plat. Every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents and the Final Plat.

Section 7.2 Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action. The Association shall take any action necessary or appropriate to the maintenance and upkeep of the Common Areas and improvements thereon.

Section 7.3 Monument and Landscaping Maintenance and Easements. The Association shall be responsible for maintaining any Tract "O" monument signage and shall be responsible for maintaining any landscaping in Common Areas, including but not limited to planter strips, in accordance with the terms of the Final Plat and all applicable laws, codes and regulations.

ARTICLE 8. CERTAIN GRANTS, EASEMENTS, COVENANTS AND RESTRICTIONS

Section 8.1 Tracts A and B. Tracts A and B are open space and utility tracts. Upon recordation of the Final Plat, Tracts A and B were conveyed to the Association for ownership and maintenance purposes.

Section 8.2 Common Walls.

(a) General. The Common Wall built as part of the original construction of Tract "O" is intended to serve as a Common Wall for the dwelling units on the Common Wall Adjoining Lots. To the extent not inconsistent with this Declaration, the general rules of law regarding common walls or "party walls" and liability for property damage due to negligent or willful acts or omissions shall apply. The ownership of each Common Wall shall be divided between the Owners of the Common Wall Adjoining Lots so that each Owner owns to the center of the wall irrespective of whether the center of the wall is located exactly on the boundary line of that Owner's Lot.

(b) Structural Support. Neither Declarant nor any Owner will take any action which will lessen or impair the structural support and integrity of the Common Wall.

(c) Use. Each Common Wall Adjoining Lot Owner shall have the right to joint use of the Common Wall with the other Owner of the other Common Wall Adjoining Lot. The use of the Common Wall by each such Owner shall be limited to the portion of the Common Wall inside the Building on such Owner's Lot, and shall not interfere with the use of the Common Wall by the Other

Common Wall Adjoining Lot Owner. Except as otherwise expressly permitted in this Declaration, no windows, chimney flues, or openings of any type may be made in the Common Wall, and no Owner may undertake or permit any act which impacts or impairs the use of the Common Wall by the home on the other Common Wall Adjoining Lot.

(d) Repair and Maintenance. Except as otherwise provided in this Declaration, the Owners of Common Wall Adjoining Lots shall share equally the cost of all maintenance and repair of the Common Wall associated with such Owners' Lots, except that any Owner who causes damage to a Common Wall shall be solely responsible for the cost of repairing such damage. If a Common Wall is damaged or destroyed by fire or other casualty or other cause, the Owners of the Common Wall Adjoining Lots shall, except as otherwise provided in this Declaration, equally share the cost to repair or reconstruct the Common Wall. The Owner of each Common Wall Adjoining Lot shall maintain that portion of the Building existing on such Owner's Lot and take all other steps reasonably necessary to protect the Common Wall from damage or deterioration from any cause, whether sudden or cumulative, including but not limited to the following: water or moisture intrusion, damage from weather conditions, dry rot and infestation by vermin or insects.

(d) Access to and Modification of Common Wall. The Owner of each Common Wall Adjoining Lot shall have the right to expose and gain access to the interior of the Common Wall only for purposes necessary for maintaining, repairing, restoring, reconstructing, rebuilding and altering (performing "Work") on that portion of the Building existing on such Owner's Lot, or any component of that Common Wall, subject to the following provisions, conditions and requirements:

(i) Except as otherwise established in this Declaration, all Work shall be done by licensed, bonded, and insured contractors, at the sole cost and responsibility of the Owner exposing the interior of the Common Wall (the "Opening Owner"). No Opening Owner may do any Work that will cause any lien to be imposed on the Lot of the other Common Wall Adjoining Lot Owner.

(ii) Except in the event of emergency, the Opening Owner shall give the other Owner (i.e., the Owner of the adjacent Common Wall Adjoining Lot) at least forty-eight (48) hours written notice of any proposed entry to the Common Wall, with a description of the Work to be undertaken therein. In the event of emergency, notice of such entry shall be given as soon as reasonably possible.

(iii) No Work may in any way negatively affect the other Common Wall Adjoining Lot by removing soundproofing or insulation, altering its utility service, or in any other manner.

(iv) No Work may in any way impair the structural integrity or functioning of the Common Wall, and no Opening Owner may make any penetration or opening of the Common Wall on the other Owner's side for any reason.

(v) The Opening Owner shall be responsible for all damage, expense, cost and loss in any way arising out of and/or related to the Work.

(e) Hold Harmless. Each Owner of a Common Wall Adjoining Lot (the "Indemnifying Owner") shall indemnify and hold harmless the Owner of the other Common Wall Adjoining Lot from and against any and all liability, suits, damages, costs and expenses (including attorney's fees) in any way arising out of any lien or claim of lien asserted and/or filed related to any

repair, maintenance, reconstruction, alteration or restoration for which the Indemnifying Owner is responsible under this Declaration or applicable general rules of law.

(f) Destruction by Fire or Other Casualty. If all or any portion of the Common Wall is destroyed or damaged by fire or other casualty, any Owner who has the use of the Common Wall may restore it, and the other Owner who makes use of the Common Wall shall contribute one-half of the cost of restoration thereof without prejudice, however, to the right of any Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

(g) Fault or Negligence by Owner. Notwithstanding any other provision of this Declaration, if the need for maintenance, repair, replacement, restoration and/or reconstruction of a Common Wall results from the intentional acts or negligence of an Owner or an occupant of that Owner's Lot, or the licensee or invitee of that Owner or occupant, then that Owner shall promptly maintain, repair, replace, restore and/or reconstruct the Common Wall and is solely responsible for all costs and damages related to and/or arising out of that intentional act or negligence.

(h) Right to Contribution Runs with Land. The right of any Common Wall Adjoining Lot Owner to contribution from any other Owner under this Section 8.2 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(i) Disputes. In the event of any dispute arising concerning a Common Wall or under the provisions of this Section 8.2, such dispute shall be subject to the dispute resolution procedures set forth in Article XVI of the Master Declaration.

Section 8.3 Joint Use/Maintenance Agreement.

(a) Each Owner is responsible for the maintenance, repair and well-keeping of such Owner's Lot in accordance with Section 6.11 herein.

(b) Each roof shall be cared for and maintained by the Owner(s) of the Lot upon which the roof is located. Any repair or replacement of a roof will be with materials of a similar type, quality and color of the original roof. The cost of such repair is the sole responsibility of the individual property Owner(s) making the roof repair or replacement. However, in the event of a total roof replacement for a Building that exists on more than one Lot, the costs will be shared equitably between such Lot Owner(s) in proportion with each Owner's area of roof on that Building. Such a roof replacement will be required every 25 years (or as warranted by the roofing material manufacturer) unless delayed by mutual agreement of the Owner(s) of that Building.

(c) All wall, siding and exterior trim shall be cared for and maintained by the Owner(s) of the Lot. In the event a property Owner intends to repair or replace any portion of the exterior of a Common Wall, it is hereby agreed that the materials will be similar in type, quality and color of the original walls, siding and exterior trim. The cost of such repair or replacement is the sole responsibility of the Owner(s) making the repair or replacement. However, in the event of a total wall, siding and/or exterior trim replacement for a Building that exists on more than one Lot, costs will be shared equitably between such Lot Owner(s) in proportion with each Owner's area of walls, siding and exterior trim on that Building.

ARTICLE 9. INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 9.1 Insurance Coverage. The Association shall, subject to change by Association Actions, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing:

(a) Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear.

(b) General comprehensive liability insurance with a combined single limit of $1,000,000 insuring the Association, the Owners, and Declarant against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

(c) Worker's compensation insurance to the extent required by applicable laws.

(d) Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by such agencies.

Section 9.2 Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 9.3 Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE 10. ENFORCEMENT

Section 10.1 Right to Enforce. The Association, Declarant, or any Owner shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

Section 10.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created, a conclusive presumption that any breach or attempted breach of the covenants,

conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 10.3 Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of the Real Property, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot shall be subject to this Declaration.

ARTICLE 11. AMENDMENT AND REVOCATION

Section 11.1 Amendment by Declarant or Association. Declarant may, on its sole signature, during the Development Period, amend this Declaration. This Declaration may also be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners having sixty percent (60%) of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant. Notwithstanding any of the foregoing, the prior written approval of fifty-one percent (51%) of all Mortgagees who have requested from the Association notification of amendments shall be required for any material amendment to the Declaration or the Association's Bylaws of any of the following: voting rights; assessments, assessment liens, and subordination of such liens; reserves for maintenance, repair, and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repair; reallocation of interest in the Common Areas; leasing of Lots other than as set forth herein; imposition of any restrictions on the right of an Owner to sell or transfer his Lot; a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of the Association after substantial destruction or condemnation occurs; or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages.

Section 11.2 Effective Date. Amendments shall take effect only upon recording in the official real property records of Pierce County, Washington.

ARTICLE 12. GENERAL PROVISIONS

Section 12.1 Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 12.2 Non-Waiver. No waiver of any breach of this Declaration or failure to enforce any covenant of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 12.3 Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts

as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 12.4 No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 12.5 Captions. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 12.6 Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 12.7 Notices. All notices, demands, or other communications ("**Notices**") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any Owner may be given at any Lot owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 12.8 Indemnification. The Association shall indemnify every officer and director authorized to act on behalf of the Association by the Board or by this Declaration against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer and director in connection with any action, suit or proceeding if approved by the then Board to which he or she may be a party by reason of being or having been an officer and director. The officers and directors shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers and directors may also be members of the Association), and the Association shall indemnify and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 12.9 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

[***SIGNATURE ON NEXT PAGE***]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

LENNAR NORTHWEST INC., a Delaware corporation

_____

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of Lennar Northwest Inc., the Delaware corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the corporate seal affixed, if any, is the seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 2018.

_____

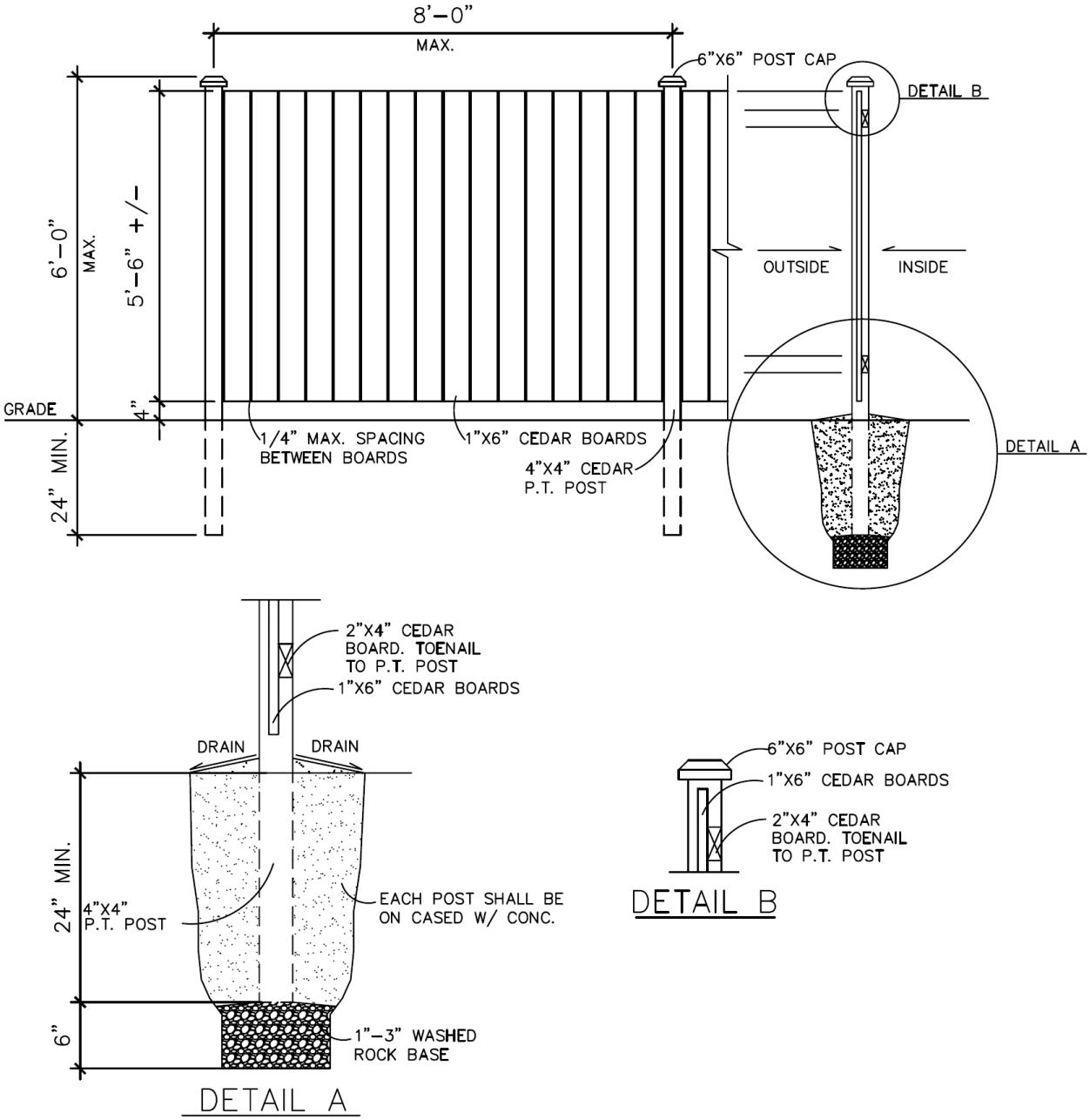
NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires _____.

Exhibit A

TRACT O, HOFFMAN HILL DIVISION 5 PHASE 2 (VILLAGE IV), ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2008 UNDER RECORDING NO. 200810095003, IN PIERCE COUNTY, WASHINGTON

Exhibit B

Fence Detail



STANDARD CEDAR FENCE–A

NOT TO SCALE

CONDITIONS OF APPROVAL
HOFFMAN HILL DIVISION 5, PHASE 1, TRACT O
PRELIMINARY PLAT

1. THE CITY ISSUED A SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE. ALL MITIGATION MEASURES ARE INCORPORATED HEREIN BY REFERENCE AS CONDITIONS OF APPROVAL.
2. A SIGN PERMIT IS REQUIRED IF A NEIGHBORHOOD IDENTIFICATION SIGN IS PROPOSED.
3. THE PROJECT WILL DEMONSTRATE COMPLIANCE WITH GEOTECHNICAL RECOMMENDATIONS.
4. TYPE I DESIGN REVIEW AND TYPE II SITE PLAN REVIEW AND APPROVAL IS REQUIRED PURSUANT TO DMC 25.65.010(2).
5. THE SIDE LOT LINES FOR LOTS 1 AND 28 THAT IS ADJACENT TO SWAN LOOP SHALL BE 10 FEET IN ACCORDANCE WITH DMC 25.20.040(4)(A).
6. LANDSCAPE AND IRRIGATION PLANS ARE REQUIRED WITH THE CIVIL CONSTRUCTION PERMIT. THE APPLICANT WILL BE REQUIRED TO DEMONSTRATE COMPLIANCE WITH THE WATER CONSERVATION REGULATIONS IN DMC 25.90.040 AT THE TIME OF SITE PLAN REVIEW APPROVAL.
7. FIRE FLOW REQUIREMENTS AND ON-SITE HYDRANT ADEQUACY WILL BE DETERMINED BY THE DUPONT FIRE CHIEF OR DESIGNEE AS THE PROJECT DESIGN IS SUBMITTED.
8. DRAINAGE WAYS: STORMWATER RUNOFF ON THE PROPOSED PLAT WILL BE LESS THAN ORIGINALLY ANTICIPATED WHEN THE ORIGINAL HOFFMAN HILL DIVISION 5 STORMWATER FACILITIES WERE DESIGNED AND CONSTRUCTED. THE PROPOSED PLAT IS REQUIRED TO CONVEY ONSITE STORMWATER TO THE CITY'S EXISTING FACILITIES, WHICH ARE LARGE ENOUGH TO RECEIVE SAME. FINAL REVIEW AND APPROVAL OF THE PLAT'S CONVEYANCE SYSTEM, WHICH IS AT THE OWNER'S COST, SHALL OCCUR FOLLOWING SUBMITTAL OF PLAT CONSTRUCTION DOCUMENTS. SEE DRAINAGE COMPLIANCE MEMO DATED OCTOBER 14, 2014 (ATTACHMENT 1E).
9. CURB RAMPS ON ADJACENT STREETS ARE REQUIRED TO BE UPGRADED TO CURRENT ADA STANDARDS.
10. THE STRUCTURES MUST BE DESIGNED TO MEET THE REQUIREMENTS OF THE BUILDING CONSTRUCTION CODES IN EFFECT AT THAT TIME. THE FOLLOWING CODES ARE CURRENTLY ENFORCED BY THE CITY OF DUPONT: THE 2015 INTERNATIONAL BUILDING CODE, THE 2015 INTERNATIONAL RESIDENTIAL CODE, THE 2015 INTERNATIONAL FIRE CODE, THE 2015 INTERNATIONAL MECHANICAL CODE, THE 2015 INTERNATIONAL FUEL GAS CODE, THE 2015 UNIFORM PLUMBING CODE (EACH AS AMENDED AND ADOPTED BY THE STATE OF WASHINGTON); AND THE 2015 WASHINGTON STATE ENERGY CODE.
11. THE PROJECT MUST RECEIVE ALL LAND USE AND CIVIL CONSTRUCTION APPROVALS PRIOR TO ISSUANCE OF BUILDING PERMITS.
12. PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE STRUCTURES, THE APPLICANT SHALL PROVIDE A COPY OF PIERCE COUNTY SEWER SERVICE PERMIT FOR EACH LOT, FOR CITY RECORD.
13. PROVISIONS FOR COLLECTION AND REMOVAL OF DRAINAGE AT THE PROPERTY LINES AND ELEVATION CHANGES MUST BE INCORPORATED INTO THE DESIGN. (NOTE: THE PROVISIONS OF THE IRC PERTAINING TO SITE DRAINAGE AWAY FROM THE STRUCTURE FOUNDATIONS MUST ALSO BE MET IN THE DESIGN.)
14. ACCESS TO EXISTING UTILITY EASEMENTS IS TO BE MAINTAINED OR PROVIDED WITH THE BUILDING DESIGN. PRIOR TO CERTIFICATE OF OCCUPANCY
15. PRIOR TO FINAL APPROVAL OF THE PROJECT, AS-BUILTS AND GEOGRAPHIC INFORMATION SYSTEM (GIS) DOCUMENTATION WILL BE REQUIRED, IN ACCORDANCE WITH CITY OF DUPONT MUNICIPAL CODE CHAPTER 24.09 AND ORDINANCE NO. 97-559.
16. PRIOR TO FIRE DEPARTMENT APPROVAL FOR OCCUPANCY, AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE INSTALLED. THE SYSTEM SHALL COMPLY WITH NFPA 13D STANDARD FOR AUTOMATIC FIRE SPRINKLER SYSTEMS. THREE (3) SETS OF PLANS, HYDRAULIC CALCULATIONS, AND MATERIAL SPECIFICATIONS SHEETS FOR ALL EQUIPMENT USED IN THE SYSTEM SHALL BE SUBMITTED BY A STATE OF WASHINGTON LICENSED CONTRACTOR FOR REVIEW, APPROVAL, AND PERMITS ISSUED PRIOR TO COMMENCING WORK. A SEPARATE PERMIT IS REQUIRED.

SOILS REPORT NOTES:

1. THE FOLLOWING SOILS REPORT FOR THE SITE SHALL BE CONSIDERED PART OF THESE CONSTRUCTION DOCUMENTS:

   SOILS REPORT: GEOTECHNICAL EVALUATION
   TRACT-O HOFFMAN HILL DEVELOPMENT
   JOB NUMBER: ES-5142
   DATE: MARCH 28, 2017

   PREPARED BY: EARTH SOLUTIONS NORTHWEST LLC
   1805 136TH PLACE NE, SUITE 201
   BELLEVUE, WA 98005
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL PROVISIONS OF THE SOILS REPORT FOR THE SITE BE OBSERVED AND COMPLIED WITH DURING ALL PHASES OF THE SITE PREPARATION, GRADING OPERATIONS, FOUNDATION, SLAB, AND PAVING CONSTRUCTION.
3. ANY PROVISIONS OF THE SOILS REPORT WHICH CONFLICT WITH INFORMATION SHOWN ELSEWHERE ON THESE DRAWINGS, OR WHICH REQUIRE FURTHER CLARIFICATION, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR DETERMINATION.
4. A REPRESENTATIVE OF THE SOILS ENGINEER SHALL BE AVAILABLE TO OBSERVE AND APPROVE THE EARTHWORK OPERATIONS AND TO VERIFY FIELD CONDITIONS AS WORK PROCEEDS. THE SOILS ENGINEER SHALL SUBMIT FIELD REPORTS CERTIFYING THAT THE METHODS AND MATERIALS OF THE EARTHWORK OPERATIONS WERE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS INVESTIGATION AND THAT THE WORK WAS PERFORMED TO HIS/HER SATISFACTION.
5. THE SOILS ENGINEER SHOULD BE NOTIFIED AT LEAST FIVE (5) WORKING DAYS PRIOR TO ANY SITE CLEARING OR GRADING.

LEGEND:

EXISTING:	PROPOSED:
POWER METER	ASPHALT
POWER POLE	CONCRETE SIDEWALK
JUNCTION BOX (AS NOTED)	CONTOURS (410)
GAS VALVE	STORM
WATER VALVE (WV)	SEWER
WATER METER	WATER
SURVEY MONUMENT (AS NOTED)	
BENCHMARK	
SECTION CORNER (AS NOTED)	TOP OF WALL ELEVATION (TW)
FOUND REBAR/CAP (AS NOTED)	BOTTOM OF WALL ELEVATION (AT EXPOSED GROUND SURFACE) (BW)
CONCRETE	SPOT ELEVATION TEXT (410.00)
GRAVEL	LOCK+LOAD WALL
WATER LINE	ROCKERY WALL
GAS LINE	FENCE
TELEPHONE UNDERGROUND	BOUNDARY LINE
POWER UNDERGROUND	EXISTING SECTION LINE
POWER OVERHEAD	PROPOSED RIGHT-OF-WAY
STORM LINE	EXISTING RIGHT-OF-WAY
SANITARY SEWER	PROPOSED CENTERLINE
CHAIN LINK FENCE	EXISTING CENTERLINE
WOOD FENCE	PROPOSED LOT LINE
MAJOR CONTOUR	EXISTING LOT LINE
MINOR CONTOUR	PROPOSED EASEMENT LINE
BUILDING	EXISTING EASEMENT LINE
EDGE OF ASPHALT	BUILDING SETBACK LINE (BSBL)

DEVELOPER

LENNAR NORTHWEST, INC.
33455 6TH AVE S, UNIT 1B
FEDERAL WAY, WA 98003
(253) 590-2217
CONTACT: BRIAN NGUYEN

ENGINEER/SURVEYOR

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVE. SOUTH
KENT, WA 98032
PHONE: (425) 251-6222
FAX: (425) 251-8782
CONTACT: BRYAN SCHWARTZ, P.E.
BRIAN GILLOOLY, P.L.S.

C.E.S.C.L

DALTON BLACKMORE
LENNAR NORTHWEST, INC.
33455 6TH AVE S, UNIT 1B
FEDERAL WAY, WA 98003
(253) 590-2237

GEOTECH

EARTH SOLUTIONS NORTHWEST LLC
1805 136TH PLACE NE, SUITE 201
BELLEVUE, WA 98005
(253) 449-4704
FAX (425) 449-4711
CONTACT: RAY COGLAS

UTILITIES:

WATER:
CITY OF DUPONT
1700 CIVIC DRIVE
DUPONT, WA 98327
PHONE: (253) 964-8121

SEWER:
PIERCE COUNTY SEWER
2401 SOUTH 35TH ST
TACOMA, WA 98409
PHONE: (253) 798-4020

GAS AND ELECTRICITY:
PUGET SOUND ENERGY
3130 SOUTH 38TH STREET
TACOMA, WA 98409

GARBAGE SERVICE
LEMAY ENTERPRISES
13502 PACIFIC AVENUE
TACOMA, WA 98444
PHONE: (253) 537-8687

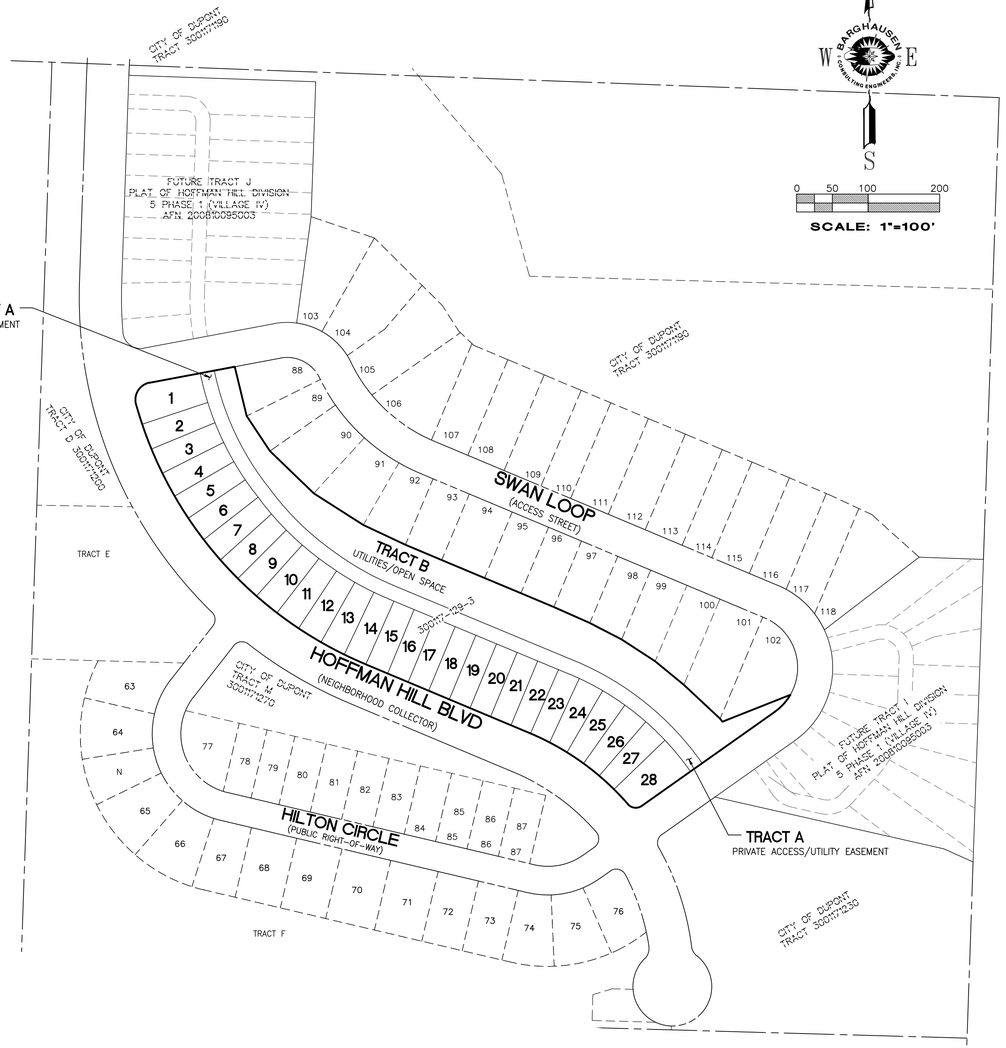
TELEPHONE
QUEST COMMUNICATIONS
PHONE: (800) 244-1111

TELEVISION/CABLE
AT&T BROADBAND
PHONE: (877) 824-2288

PROJECT DESCRIPTION

PROJECT NAME:	HOFFMAN HILL TRACT O
SITE ASSESSORS PARCEL#:	300117-129-3
PARCEL OWNER ADDRESS:	LENNAR NORTHWEST, LLC ATTN: BRIAN NGUYEN 33455 6TH AVE S, UNIT 1-B FEDERAL WAY, WA 98003-6335
NUMBER OF UNITS:	28
NUMBER OF BUILDINGS:	14
NUMBER OF LOTS:	28
PROPOSED USE:	TOWNHOMES

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



GENERAL SITE DEVELOPMENT NOTES:

1. THE GENERAL CONTRACTOR SHALL OBTAIN AND HAVE AVAILABLE COPIES OF THE APPLICABLE GOVERNING AGENCY STANDARDS AT THE JOB SITE DURING THE RELATED CONSTRUCTION OPERATIONS.
2. GENERAL CONTRACTOR SHALL ASSURE THAT ALL NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE UTILITIES WITH EVIDENCE OF THEIR INSTALLATION VISIBLE AT GROUND SURFACE OR SHOWN ON RECORD DRAWING PROVIDED BY OTHERS ARE SHOWN HEREON. EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO A DEGREE OF UNKNOWN VARIATION. SOME UNDERGROUND LOCATIONS SHOWN HEREON MAY HAVE BEEN TAKEN FROM PUBLIC RECORDS. BARGHAUSEN CONSULTING ENGINEERS, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF PUBLIC RECORDS OR RECORDS OF OTHERS. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC., TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH LOCAL REGULATIONS AND CODES.
5. IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE APPROPRIATE UTILITIES INVOLVED PRIOR TO CONSTRUCTION.
6. INSPECTION OF SITE WORK WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE GOVERNING JURISDICTION. INSPECTION OF PRIVATE FACILITIES WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE INSPECTOR 24 HOURS IN ADVANCE OF BACKFILLING ALL CONSTRUCTION.
7. PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT ACTIVITY THE CONTRACTOR SHALL CONTACT THE AGENCY AND/OR UTILITY INSPECTION PERSONNEL AND ARRANGE ANY REQUIRED PRE-CONSTRUCTION MEETING(S). CONTRACTOR SHALL PROVIDE 72 HRS MIN. ADVANCE NOTIFICATION TO OWNER, FIELD ENGINEER AND ENGINEER OF PRE-CONSTRUCTION MEETINGS.
8. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR WORKER AND SITE SAFETY AND SHALL COMPLY WITH THE LATEST OSHA STANDARDS AND REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE "MEANS AND METHODS" REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF OSHA, AS WELL AS ANY OTHER ENTITY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES.
9. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH, AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR. ANY WORK WITHIN THE TRAVELED RIGHT-OF-WAY THAT MAY INTERRUPT NORMAL TRAFFIC FLOW SHALL REQUIRE AT LEAST ONE FLAGGER FOR EACH LANE OF TRAFFIC AFFECTED.
10. PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT ALL ADJACENT PUBLIC AND PRIVATE PROPERTIES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING UTILITY SERVICES THAT ARE TO REMAIN OPERATIONAL WITHIN THE CONSTRUCTION AREA WHETHER SHOWN OR NOT SHOWN ON THE PLANS.
11. TWO (2) COPIES OF THESE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS. ONE (1) SET WITH RECORDS OF AS-BUILT INFORMATION SHALL BE SUBMITTED TO BARGHAUSEN CONSULTING ENGINEERS, INC. AT COMPLETION OF PROJECT.
12. GENERAL CONTRACTOR SHALL OBTAIN SERVICES OF A LICENSED LAND SURVEYOR TO STAKE HORIZONTAL CONTROL FOR ALL NEW IMPROVEMENTS. STAKING CONTROL SHALL BE TAKEN FROM ELECTRONIC PLAN FILES PROVIDED BY BCE.

EQUATION NAVD 88 TO NGVD 29

THE CONVERSION FORMULA USED WAS NGVD29 = NAVD88 - 3.447'

HORIZONTAL DATUM

HORIZONTAL DATUM FOR THIS SURVEY IS NAD83/11 PER WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR POSITION AND A LINE BETWEEN SAID MONUMENT ID NO. 766 AND MONUMENT ID NO. 5552 WAS HELD FOR ROTATION, BEING NORTH 70°18'25" EAST.

VERTICAL DATUM

VERTICAL DATUM FOR THIS PROJECT IS NGVD29 PER CONVERTED WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR ELEVATION, BEING 245.45' (NGVD29)

NOTE

COLLECTION BOX UNIT (CBU) MAILBOX LOCATIONS AS SHOWN ON THESE DRAWINGS HAVE BEEN COORDINATED WITH THE SERVING POST OFFICE AT DUPONT, WASHINGTON

NOTE:

MATERIAL SUBMITTALS (E.G., TESC, IMPORT, WATER, STORM, ETC.) SHALL BE REVIEWED AND APPROVED FOR COMPLIANCE WITH CITY STANDARDS BY THE APPLICANT'S PROJECT ENGINEER, THEN SUBMITTED TO THE CITY'S RESIDENT INSPECTOR FOR APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

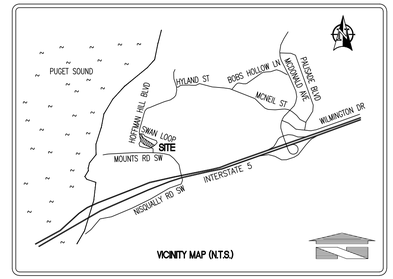
UTILITY CONFLICT NOTE:
CAUTION:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POTHOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ 1-800-424-5555 AND THEN POTHOLING ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

"APPROVED FOR CONSTRUCTION"

BY: _____

DATE: _____
CITY OF DUPONT

"THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF 12 MONTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE RIGHT TO MAKE MODIFICATIONS SHOULD CONSTRUCTION BE DELAYED BEYOND THIS TIME LIMIT. THE CITY, BY APPROVING THESE DOCUMENTS, IN NO WAY WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMISSIONS."



VICINITY MAP
(N.T.S.)

CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR OBTAINING PERMITS FROM THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR REMOVING AND REPLACING ALL SURVEY MONUMENTATION THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITY, PURSUANT TO WAC 332-120. APPLICATIONS MUST BE COMPLETED BY A REGISTERED LAND SURVEYOR. APPLICATIONS FOR PERMITS TO REMOVE MONUMENTS MAY BE OBTAINED FROM THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES, OR BY CONTACTING THEIR OFFICE BY TELEPHONE AT (206) 902-1190.

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
PUBLIC LAND SURVEY OFFICE
1111 WASHINGTON STREET S.E.
P.O. BOX 47060
OLYMPIA, WASHINGTON 98504-7060

UPON COMPLETION OF CONSTRUCTION, ALL MONUMENTS DISPLACED, REMOVED, OR DESTROYED SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR, AT THE COST AND AT THE DIRECTION OF THE CONTRACTOR, PURSUANT TO THESE REGULATIONS. THE APPROPRIATE FORMS FOR REPLACEMENT OF SAID MONUMENTATION SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.

SHEET INDEX

1	OF	11	COVER SHEET
2	OF	11	EXISTING CONDITIONS
3	OF	11	HORIZONTAL CONTROL PLAN
4	OF	11	GRADING AND RETAINING WALL PLAN
5	OF	11	ROAD AND STORM PLAN
6	OF	11	WATER PLAN
7	OF	11	SEWER PLAN
8	OF	11	LANDSCAPE PLAN
9	OF	11	LANDSCAPE PLAN
10	OF	11	LANDSCAPE NOTES AND DETAILS
11	OF	11	LOCK AND LOAD WALL DESIGN AND NOTES

No.	Date	By	Ckd.	Appr.	Revision
5	07/27/18	DAB	DAB	BMS	DESIGN REVIEW SUBMITTAL
4	06/04/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED JUNE 01, 2018
3	05/08/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED MAY 01, 2018
2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
1	03/30/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED DECEMBER 12, 2017

Title: COVER SHEET
HOFFMAN HILL TRACT O

For: LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

BRYAN M. SCHWARTZ — STATE OF WASHINGTON — 47331 — REGISTERED PROFESSIONAL ENGINEER
7/27/18

PERMIT REVIEW ONLY
NOT FOR CONSTRUCTION
07/27/2018 1:12:34 PM

Scale: Horizontal 1" = 100' Vertical N/A

Designed DAB Drawn DAB Checked BMS Approved BMS Date 7/27/18

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

BARGHAUSEN CONSULTING ENGINEERS, INC.

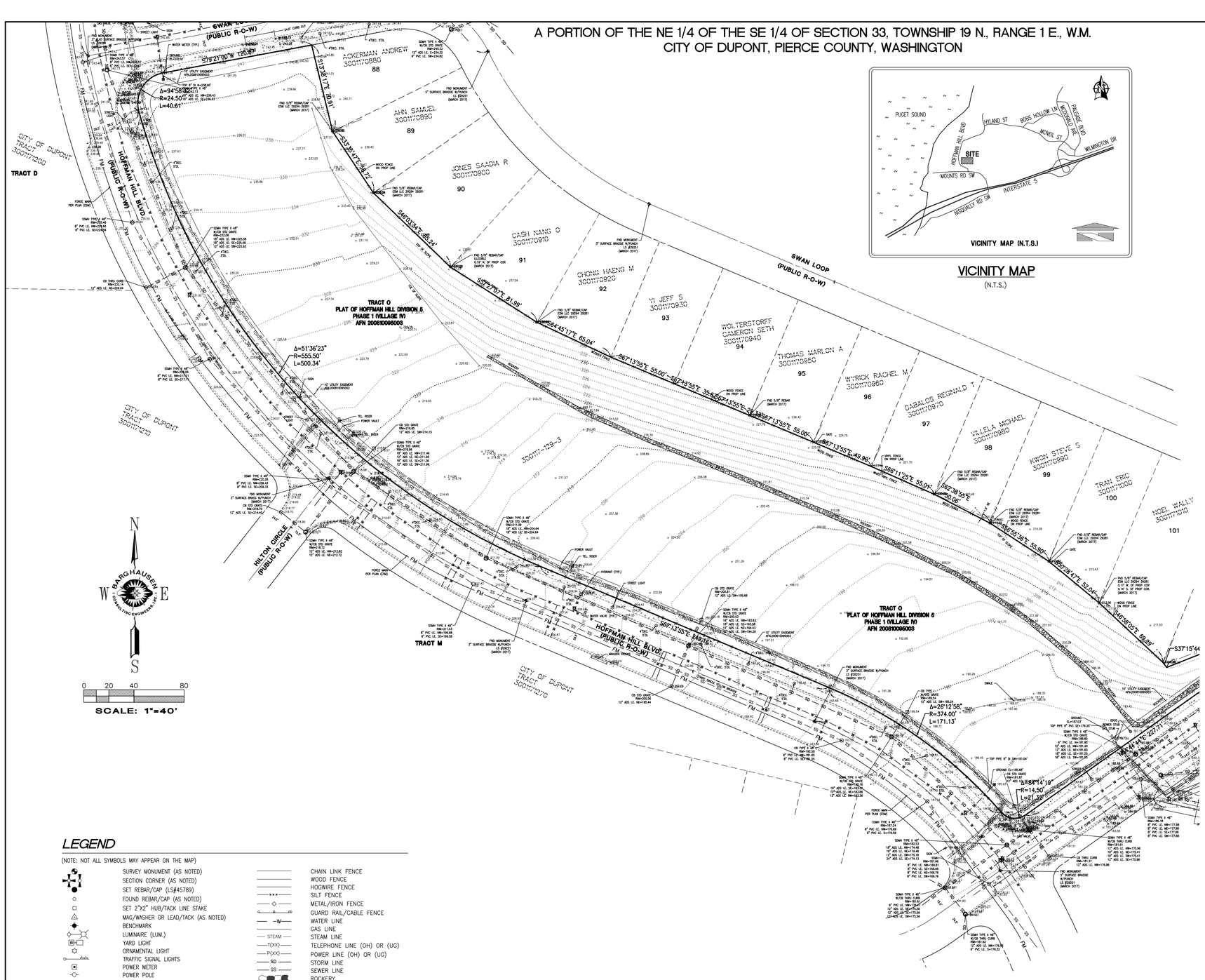
Job Number 18391 Sheet 1 of 11

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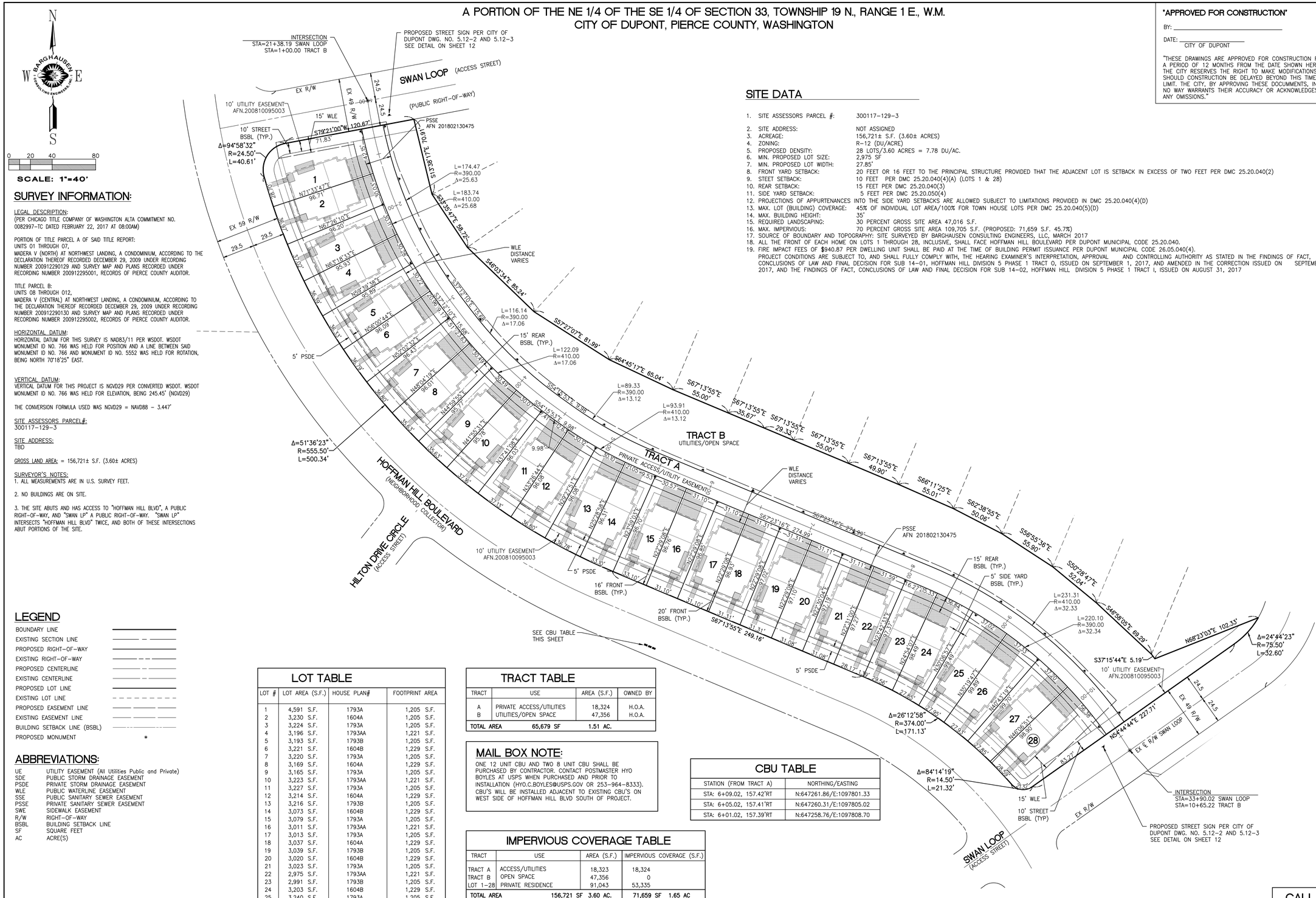
Attachment 8. Civil and Landscape Plan Set and Lock and Load Wall Design Plans dated July 27, 2018 (11 Sheets) (Barghausen Consulting Engineers)

CALL 1-800-424-5555
BEFORE YOU DIG

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON


SWAN LOOP (PUBLIC R-O-W)
HOFFMAN HILL BLVD (PUBLIC R-O-W)
WILTON CIRCLE (PUBLIC R-O-W)
TRACT O
PLAT OF HOFFMAN HILL DIVISION 6
PHASE 1 (VILLAGE IV)
AFN 200810095003
TRACT D
TRACT M
CITY OF DUPONT TRACT 300111200
CITY OF DUPONT TRACT 300111210
CITY OF DUPONT TRACT 300111270
ACKERMAN ANDREW 300177088O 88
AHN SAMUEL 300177089O 89
JONES SAADIA R 300177090O 90
CASH NANG O 300177091O 91
CHONG HAENG M 300177092O 92
YI JEFF S 300177093O 93
WOLTERSTORFF CAMERON SETH 300177094O 94
THOMAS MARLON A 300177095O 95
WYRICK RACHEL M 300177096O 96
CABALLOS REGINALD T 300177097O 97
VILLELA MICHAEL 300177098O 98
KWON STEVE S 300177099O 99
TRAN ERIC 300177100O 100
NOEL WALLY 300177101O 101
300177-129-3
Δ=94°58'32"
R=24.50'
L=40.61'
Δ=51°36'23"
R=555.50'
L=500.34'
Δ=26°12'58"
R=374.00'
L=171.13'
R=14.50'
L=21.37'
S13°35'17"E 70.61'
S13°35'17"E 249.82'
S40°03'34"E 85.24'
S22°10'17"E 81.99'
S64°45'17"E 85.04'
S67°13'55"E 55.00'
S67°13'55"E 35.62'
S67°13'55"E 49.96'
S67°13'55"E 55.01'
S67°13'55"E 55.98'
S62°36'55"E 55.06'
S62°28'47"E 53.04'
S40°58'05"E 89.28'
S37°15'44"
S13°35'17"E 249.82'
S13°35'17"E 70.61'
S67°13'55"E 249.82'
S67°13'55"E 70.61'
S67°13'55"E 249.82'
S67°13'55"E 70.61'
S67°13'55"E 249.82'
S67°13'55

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



0 20 40 80

SCALE: 1"=40'

SURVEY INFORMATION:

LEGAL DESCRIPTION:
(PER CHICAGO TITLE COMPANY OF WASHINGTON ALTA COMMITMENT NO. 0082997-TC DATED FEBRUARY 22, 2017 AT 08:00AM)

PORTION OF TITLE PARCEL A OF SAID TITLE REPORT:
UNITS 01 THROUGH 07,
MADERA V (NORTH) AT NORTHWEST LANDING, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED DECEMBER 29, 2009 UNDER RECORDING NUMBER 200912290129 AND SURVEY MAP AND PLANS RECORDED UNDER RECORDING NUMBER 200912295001, RECORDS OF PIERCE COUNTY AUDITOR.

TITLE PARCEL B:
UNITS 08 THROUGH 012,
MADERA V (CENTRAL) AT NORTHWEST LANDING, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED DECEMBER 29, 2009 UNDER RECORDING NUMBER 200912290130 AND SURVEY MAP AND PLANS RECORDED UNDER RECORDING NUMBER 200912295002, RECORDS OF PIERCE COUNTY AUDITOR.

HORIZONTAL DATUM:
HORIZONTAL DATUM FOR THIS SURVEY IS NAD83/11 PER WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR POSITION AND A LINE BETWEEN SAID MONUMENT ID NO. 766 AND MONUMENT ID NO. 5552 WAS HELD FOR ROTATION, BEING NORTH 70°18'25" EAST.

VERTICAL DATUM:
VERTICAL DATUM FOR THIS PROJECT IS NGVD29 PER CONVERTED WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR ELEVATION, BEING 245.45' (NGVD29)

THE CONVERSION FORMULA USED WAS NGVD29 = NAVD88 - 3.447'

SITE ASSESSORS PARCEL#:
300117-129-3

SITE ADDRESS:
TBD

GROSS LAND AREA: = 156,721± S.F. (3.60± ACRES)

SURVEYOR'S NOTES:
1. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.

2. NO BUILDINGS ARE ON SITE.

3. THE SITE ABUTS AND HAS ACCESS TO "HOFFMAN HILL BLVD", A PUBLIC RIGHT-OF-WAY, AND "SWAN LP" A PUBLIC RIGHT-OF-WAY. "SWAN LP" INTERSECTS "HOFFMAN HILL BLVD" TWICE, AND BOTH OF THESE INTERSECTIONS ABUT PORTIONS OF THE SITE.

LEGEND

BOUNDARY LINE	———
EXISTING SECTION LINE	——— – ———
PROPOSED RIGHT-OF-WAY	———
EXISTING RIGHT-OF-WAY	——— – ———
PROPOSED CENTERLINE	——— – ———
EXISTING CENTERLINE	——— – ———
PROPOSED LOT LINE	———
EXISTING LOT LINE	– – – – – – –
PROPOSED EASEMENT LINE	——— ———
EXISTING EASEMENT LINE	——— ———
BUILDING SETBACK LINE (BSBL)	——— ———
PROPOSED MONUMENT	*

ABBREVIATIONS:

UE	UTILITY EASEMENT (All Utilities Public and Private)
SDE	PUBLIC STORM DRAINAGE EASEMENT
PSDE	PRIVATE STORM DRAINAGE EASEMENT
WLE	PUBLIC WATERLINE EASEMENT
SSE	PUBLIC SANITARY SEWER EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
R/W	RIGHT-OF-WAY
BSBL	BUILDING SETBACK LINE
SF	SQUARE FEET
AC	ACRE(S)

SITE DATA

1. SITE ASSESSORS PARCEL #: 300117-129-3
2. SITE ADDRESS: NOT ASSIGNED
3. ACREAGE: 156,721± S.F. (3.60± ACRES)
4. ZONING: R-12 (DU/ACRE)
5. PROPOSED DENSITY: 28 LOTS/3.60 ACRES = 7.78 DU/AC.
6. MIN. PROPOSED LOT SIZE: 2,975 SF
7. MIN. PROPOSED LOT WIDTH: 27.85'
8. FRONT YARD SETBACK: 20 FEET OR 16 FEET TO THE PRINCIPAL STRUCTURE PROVIDED THAT THE ADJACENT LOT IS SETBACK IN EXCESS OF TWO FEET PER DMC 25.20.040(2)
9. STEET SETBACK: 10 FEET PER DMC 25.20.040(4)(A) (LOTS 1 & 28)
10. REAR SETBACK: 15 FEET PER DMC 25.20.040(3)
11. SIDE YARD SETBACK: 5 FEET PER DMC 25.20.050(4)
12. PROJECTIONS OF APPURTENANCES INTO THE SIDE YARD SETBACKS ARE ALLOWED SUBJECT TO LIMITATIONS PROVIDED IN DMC 25.20.040(4)(D)
13. MAX. LOT (BUILDING) COVERAGE: 45% OF INDIVIDUAL LOT AREA/100% FOR TOWN HOUSE LOTS PER DMC 25.20.040(5)(D)
14. MAX. BUILDING HEIGHT: 35'
15. REQUIRED LANDSCAPING: 30 PERCENT GROSS SITE AREA 47,016 S.F.
16. MAX. IMPERVIOUS: 70 PERCENT GROSS SITE AREA 109,705 S.F. (PROPOSED: 71,659 S.F. 45.7%)
17. SOURCE OF BOUNDARY AND TOPOGRAPHY: SITE SURVEYED BY BARGHAUSEN CONSULTING ENGINEERS, LLC, MARCH 2017
18. ALL THE FRONT OF EACH HOME ON LOTS 1 THROUGH 28, INCLUSIVE, SHALL FACE HOFFMAN HILL BOULEVARD PER DUPONT MUNICIPAL CODE 25.20.040.
19. FIRE IMPACT FEES OF $940.87 PER DWELLING UNIT SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE PER DUPONT MUNICIPAL CODE 26.05.040(4).
PROJECT CONDITIONS ARE SUBJECT TO, AND SHALL FULLY COMPLY WITH, THE HEARING EXAMINER'S INTERPRETATION, APPROVAL AND CONTROLLING AUTHORITY AS STATED IN THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECISION FOR SUB 14-01, HOFFMAN HILL DIVISION 5 PHASE 1 TRACT O, ISSUED ON SEPTEMBER 1, 2017, AND AMENDED IN THE CORRECTION ISSUED ON SEPTEMBER 19, 2017, AND THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECISION FOR SUB 14-02, HOFFMAN HILL DIVISION 5 PHASE 1 TRACT I, ISSUED ON AUGUST 31, 2017

LOT TABLE

LOT #	LOT AREA (S.F.)	HOUSE PLAN#	FOOTPRINT AREA
1	4,591 S.F.	1793A	1,205 S.F.
2	3,230 S.F.	1604A	1,205 S.F.
3	3,224 S.F.	1793A	1,205 S.F.
4	3,196 S.F.	1793AA	1,221 S.F.
5	3,193 S.F.	1793B	1,205 S.F.
6	3,221 S.F.	1604B	1,229 S.F.
7	3,220 S.F.	1793A	1,205 S.F.
8	3,169 S.F.	1604A	1,229 S.F.
9	3,165 S.F.	1793A	1,205 S.F.
10	3,223 S.F.	1793AA	1,221 S.F.
11	3,227 S.F.	1793A	1,205 S.F.
12	3,214 S.F.	1604A	1,229 S.F.
13	3,216 S.F.	1793B	1,205 S.F.
14	3,073 S.F.	1604B	1,229 S.F.
15	3,079 S.F.	1793A	1,205 S.F.
16	3,011 S.F.	1793AA	1,221 S.F.
17	3,013 S.F.	1793A	1,205 S.F.
18	3,037 S.F.	1604A	1,229 S.F.
19	3,039 S.F.	1793B	1,205 S.F.
20	3,020 S.F.	1604B	1,229 S.F.
21	3,023 S.F.	1793A	1,205 S.F.
22	2,975 S.F.	1793AA	1,221 S.F.
23	2,991 S.F.	1793B	1,205 S.F.
24	3,203 S.F.	1604B	1,229 S.F.
25	3,240 S.F.	1793A	1,205 S.F.
26	3,258 S.F.	1604A	1,229 S.F.
27	3,231 S.F.	1793B	1,205 S.F.
28	4,760 S.F.	1604B	1,229 S.F.
TOTAL	91,043 S.F.		

TRACT TABLE

TRACT	USE	AREA (S.F.)	OWNED BY
A	PRIVATE ACCESS/UTILITIES	18,324	H.O.A.
B	UTILITIES/OPEN SPACE	47,356	H.O.A.
TOTAL AREA	65,679 SF	1.51 AC.	

MAIL BOX NOTE:

ONE 12 UNIT CBU AND TWO 8 UNIT CBU SHALL BE PURCHASED BY CONTRACTOR. CONTACT POSTMASTER HYO BOYLES AT USPS WHEN PURCHASED AND PRIOR TO INSTALLATION (HYO.C.BOYLES@USPS.GOV OR 253-964-8333). CBU'S WILL BE INSTALLED ADJACENT TO EXISTING CBU'S ON WEST SIDE OF HOFFMAN HILL BLVD SOUTH OF PROJECT.

CBU TABLE

STATION (FROM TRACT A)	NORTHING/EASTING
STA: 6+09.02, 157.42'RT	N:647261.86/E:1097801.33
STA: 6+05.02, 157.41'RT	N:647260.31/E:1097805.02
STA: 6+01.02, 157.39'RT	N:647258.76/E:1097808.70

IMPERVIOUS COVERAGE TABLE

TRACT	USE	AREA (S.F.)	IMPERVIOUS COVERAGE (S.F.)
TRACT A	ACCESS/UTILITIES	18,323	18,324
TRACT B	OPEN SPACE	47,356	0
LOT 1-28	PRIVATE RESIDENCE	91,043	53,335
TOTAL AREA	156,721 SF	3.60 AC.	71,659 SF 1.65 AC

PROPOSED NO PARKING FIRE LANE SIGN PER DETAIL ON SHEET 12

"APPROVED FOR CONSTRUCTION"

BY: _____

DATE: _____
CITY OF DUPONT

"THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF 12 MONTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE RIGHT TO MAKE MODIFICATIONS SHOULD CONSTRUCTION BE DELAYED BEYOND THIS TIME LIMIT. THE CITY, BY APPROVING THESE DOCUMENTS, IN NO WAY WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMISSIONS."

No.	Date	By	Ckd.	Appr.	Revision
5	07/27/18	DAB	DAB	BMS	DESIGN REVIEW SUBMITTAL
4	06/04/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED JUNE 01, 2018
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2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
1	03/30/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED DECEMBER 12, 2017

Title:
HORIZONTAL CONTROL PLAN
HOFFMAN HILL TRACT O

For:
LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

PERMIT REVIEW ONLY
NOT FOR CONSTRUCTION
07/27/2018 11:39 PM

JONATHAN M. SCHIMKE — STATE OF WASHINGTON — 44733 — REGISTERED PROFESSIONAL ENGINEER — 7/27/18

Scale: Horizontal 1" = 40' Vertical N/A

Designed	Drawn	Checked	Approved	Date
DAB	DAB	BMS	BMS	7/27/18

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES
BARGHAUSEN CONSULTING ENGINEERS, INC.

Job Number 18391

Sheet 3 of 11

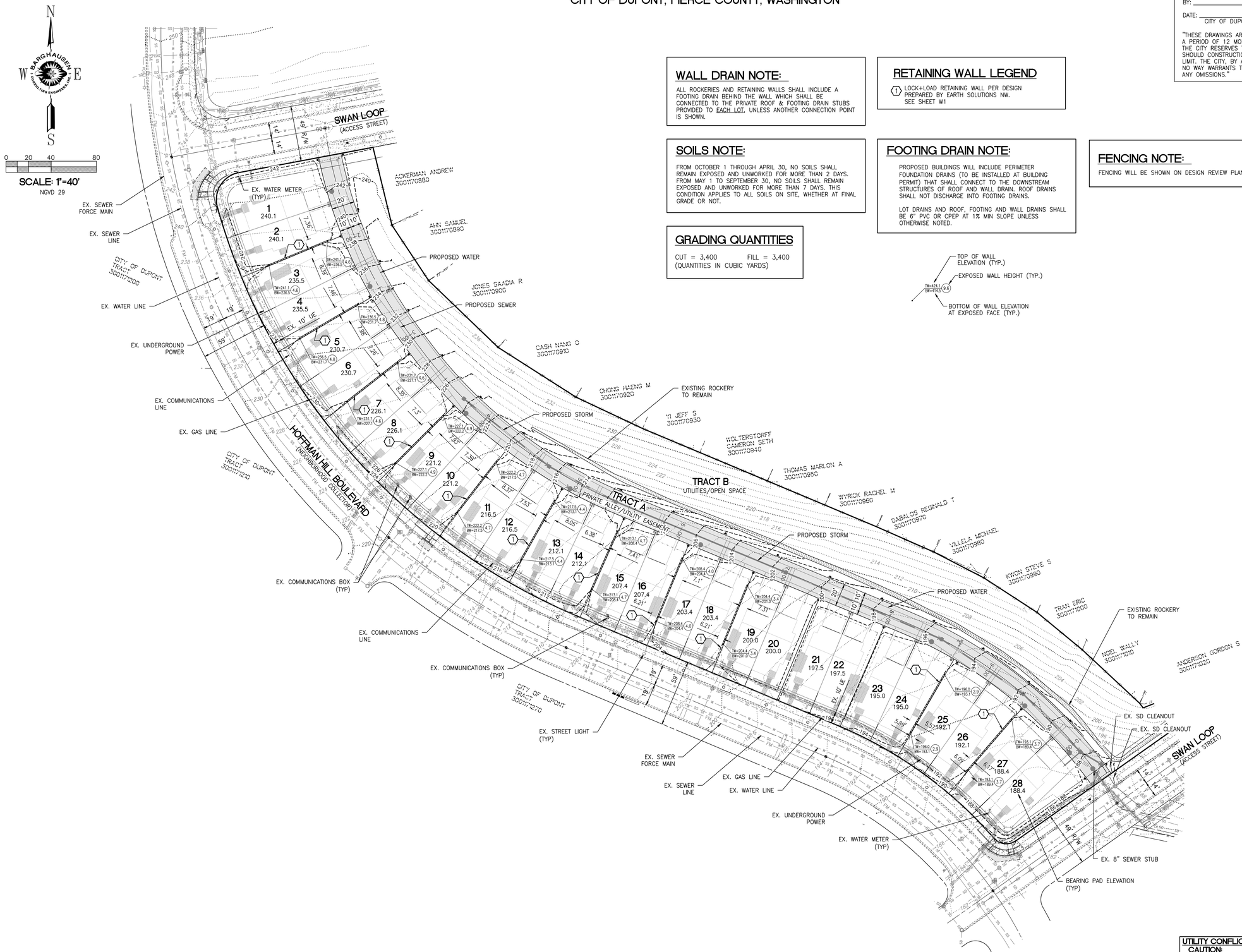
CALL 1-800-424-5555
BEFORE YOU DIG

UTILITY CONFLICT NOTE:
CAUTION:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POTHOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ 1-800-424-5555 AND THEN POTHOLING ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

File:P:\18000s\18391\engineering\18391-H1-O.dwg Date/Time:7/27/2018 1:16 PM AGUSE

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



WALL DRAIN NOTE:

ALL ROCKERIES AND RETAINING WALLS SHALL INCLUDE A FOOTING DRAIN BEHIND THE WALL WHICH SHALL BE CONNECTED TO THE PRIVATE ROOF & FOOTING DRAIN STUBS PROVIDED TO EACH LOT, UNLESS ANOTHER CONNECTION POINT IS SHOWN.

RETAINING WALL LEGEND

(1) LOCK+LOAD RETAINING WALL PER DESIGN PREPARED BY EARTH SOLUTIONS NW. SEE SHEET W1

SOILS NOTE:

FROM OCTOBER 1 THROUGH APRIL 30, NO SOILS SHALL REMAIN EXPOSED AND UNWORKED FOR MORE THAN 2 DAYS. FROM MAY 1 TO SEPTEMBER 30, NO SOILS SHALL REMAIN EXPOSED AND UNWORKED FOR MORE THAN 7 DAYS. THIS CONDITION APPLIES TO ALL SOILS ON SITE, WHETHER AT FINAL GRADE OR NOT.

FOOTING DRAIN NOTE:

PROPOSED BUILDINGS WILL INCLUDE PERIMETER FOUNDATION DRAINS (TO BE INSTALLED AT BUILDING PERMIT) THAT SHALL CONNECT TO THE DOWNSTREAM STRUCTURES OF ROOF AND WALL DRAIN. ROOF DRAINS SHALL NOT DISCHARGE INTO FOOTING DRAINS.

LOT DRAINS AND ROOF, FOOTING AND WALL DRAINS SHALL BE 6" PVC OR CPEP AT 1% MIN SLOPE UNLESS OTHERWISE NOTED.

FENCING NOTE:

FENCING WILL BE SHOWN ON DESIGN REVIEW PLANS.

GRADING QUANTITIES

CUT = 3,400 FILL = 3,400
(QUANTITIES IN CUBIC YARDS)

"APPROVED FOR CONSTRUCTION"

BY: _____

DATE: _____
CITY OF DUPONT

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2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
1	03/30/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED DECEMBER 12, 2017

Title: GRADING AND RETAINING WALL PLAN

HOFFMAN HILL TRACT O

For:

LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

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07/27/2018 1:16:39 PM

BRYAN M. SCHIMKE — STATE OF WASHINGTON — 47113 — REGISTERED PROFESSIONAL ENGINEER — 7/27/18

Designed	DAB	Scale:	
Drawn	DAB	Horizontal	1" = 40'
Checked	BMS	Vertical	N/A
Approved	BMS		
Date	7/27/18		

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

Job Number 18391

Sheet 4 of 11

File:P:\18000s\18391\engineering\18391-g1.dwg Date/Time:7/27/2018 1:16 PM AGUSE

CALL 1-800-424-5555
BEFORE YOU DIG

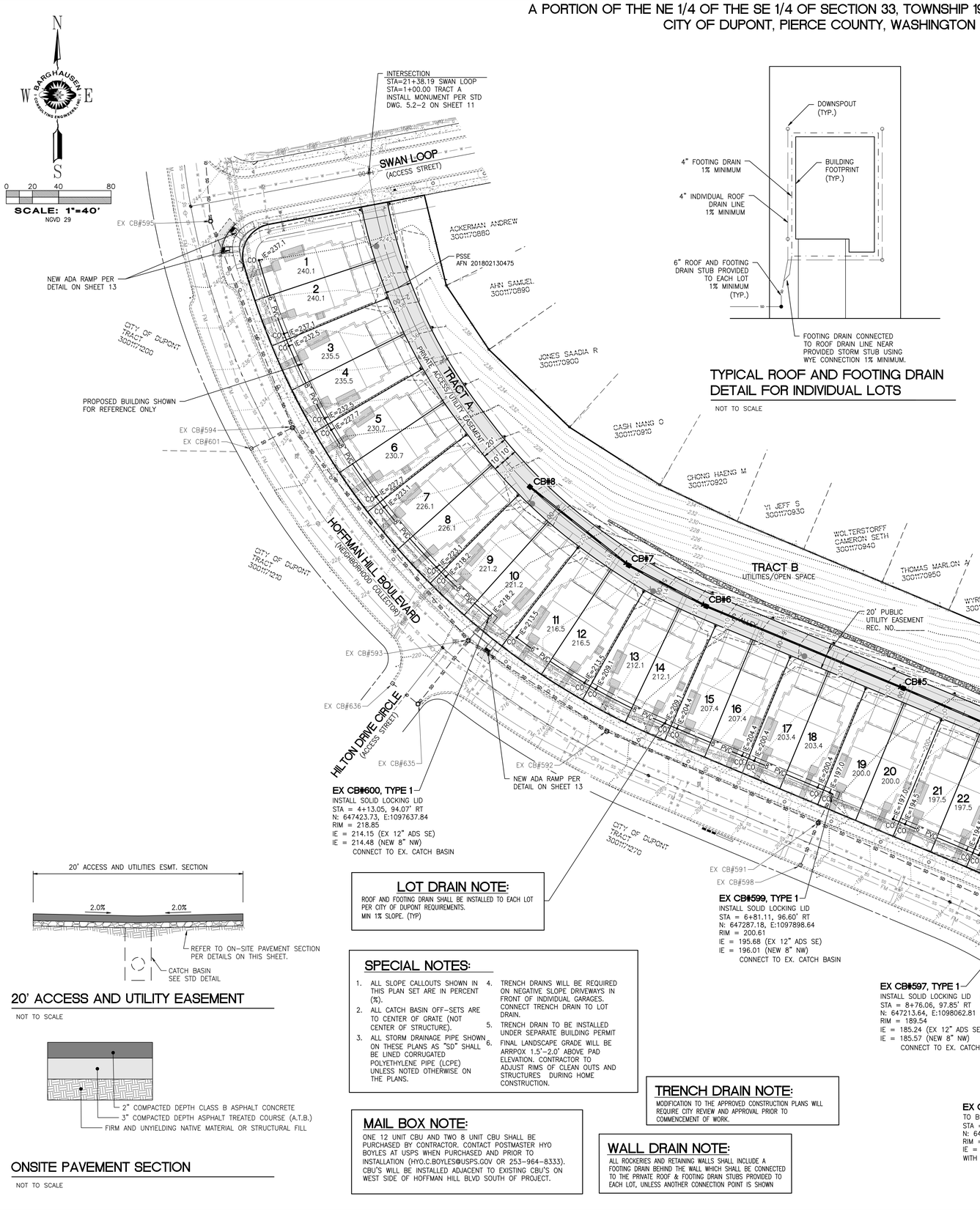
UTILITY CONFLICT NOTE:

CAUTION:

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A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



TYPICAL ROOF AND FOOTING DRAIN DETAIL FOR INDIVIDUAL LOTS

NOT TO SCALE

18391 Hoffman Hill Tract O - Impervious Area Table				
Lot #:	Lot Area (SF)	Proposed Impervious (SF)	Proposed Impervious (%)	Proposed Building Area (bldg line) Per Lot (SF)
1	4,591	1,907	41.5%	1,205
2	3,230	1,819	56.3%	1,205
3	3,224	1,949	60.5%	1,205
4	3,196	1,945	60.9%	1,221
5	3,193	1,896	59.4%	1,205
6	3,221	1,815	56.3%	1,229
7	3,220	1,955	60.7%	1,205
8	3,169	1,863	58.8%	1,229
9	3,165	1,882	59.5%	1,205
10	3,223	1,887	58.5%	1,221
11	3,227	1,951	60.4%	1,205
12	3,214	1,868	58.1%	1,229
13	3,216	1,902	59.1%	1,205
14	3,073	1,820	59.2%	1,229
15	3,079	1,965	63.8%	1,205
16	3,011	1,965	65.3%	1,221
17	3,013	1,913	63.5%	1,205
18	3,037	1,831	60.3%	1,229
19	3,039	1,969	64.8%	1,205
20	3,020	1,889	62.5%	1,229
21	3,023	1,919	63.5%	1,205
22	2,975	1,919	64.5%	1,221
23	2,991	1,986	66.4%	1,205
24	3,203	1,912	59.7%	1,229
25	3,240	1,965	60.6%	1,205
26	3,258	1,883	57.8%	1,229
27	3,231	1,925	59.6%	1,205
28	4,760	1,835	38.6%	1,229
TOTAL:	91,043	53,335	58.6%	34,020
Private Access Easement (SF)			18,324	
Total Impervious Coverage (SF)			71,659	

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3	05/08/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED MAY 01, 2018
2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
1	03/30/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED DECEMBER 12, 2017

Title:

ROAD AND STORM PLAN

HOFFMAN HILL TRACT O

For:

LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

CATCH BASIN TABLE
CB#1, TYPE 2-48" W/SOLID LOCKING LID STA = 10+28.90, 7.67 LT RIM = 187.51 IE=181.64 (12" NW) IE=181.64 (12" SE) IE=183.64 (4" S)
CB#2, TYPE 1 W/STANDARD GRATE STA = 10+09.38, 0.00 RIM = 188.16 IE=184.15 (12" NW) IE=184.48 (8" SW) IE=184.15 (12" SE)
CB#3, TYPE 1 W/STANDARD GRATE STA = 9+37.05, 0.00 RIM = 191.74 IE=187.74 (12" NW) IE=187.74 (12" SE)
CB#4, TYPE 1 W/STANDARD GRATE STA = 8+50.00, 0.00 RIM = 195.36 IE=191.36 (12" NW) IE=191.36 (12" SE)
CB#5, TYPE 1 W/STANDARD GRATE STA = 7+00.00, 0.00 RIM = 201.41 IE=197.41 (12" NW) IE=197.41 (12" SE)
CB#6, TYPE 1 W/STANDARD GRATE STA = 5+37.25, 0.00 RIM = 211.36 IE=207.36 (12" NW) IE=207.36 (12" SE)
CB#7, TYPE 1 W/STANDARD GRATE STA = 4+70.31, 0.00 RIM = 216.70 IE=213.31 (12" NW) IE=213.31 (12" SE)
CB#8, TYPE 1 W/STANDARD GRATE STA = 3+73.85, 0.00 RIM = 224.41 IE=221.41 (12" SE)
EX CB#608, TYPE 2-48" STA = 10+51.78, 6.67 LT RIM = 186.80 IE=181.40 (12" NW) IE=181.90 (6" N) IE=181.40 (12" NE) IE=181.05 (18" SW) IE=181.20 (18" SE)

EX CB#600, TYPE 1
INSTALL SOLID LOCKING LID
STA = 4+13.05, 94.07' RT
N: 647423.73, E:1097637.84
RIM = 218.85
IE = 214.15 (EX 12" ADS SE)
IE = 214.48 (NEW 8" NW)
CONNECT TO EX. CATCH BASIN

EX CB#599, TYPE 1
INSTALL SOLID LOCKING LID
STA = 6+81.11, 96.60' RT
N: 647287.18, E:1097698.64
RIM = 200.61
IE = 195.68 (EX 12" ADS SE)
IE = 196.01 (NEW 8" NW)
CONNECT TO EX. CATCH BASIN

EX CB#597, TYPE 1
INSTALL SOLID LOCKING LID
STA = 8+76.06, 97.85' RT
N: 647213.64, E:1098062.81
RIM = 189.54
IE = 185.24 (EX 12" ADS SE)
IE = 185.57 (NEW 8" NW)
CONNECT TO EX. CATCH BASIN

EX CB#619, TYPE 1
TO BE REMOVED
STA = 10+26.73, 96.28' RT
N: 647138.66, E:1098147.95
RIM = 181.87
IE = 177.07 TO BE PLUGGED
WITH CONCRETE (EX 12" ADS SE)

EX CB#607, TYPE 2-48"
STA = 10+56.23, 97.23' RT
N: 647119.60, E:1098160.11
RIM = 181.61
IE = 175.96 TO BE PLUGGED
WITH CONCRETE (EX 12" ADS NW)
IE = 175.96 (EX 12" ADS SE)
IE = 175.41 (EX 18" ADS NE)
IE = 175.41 (EX 18" ADS SW)

EX CB#608, TYPE 2-48"
STA = 10+51.78, 6.67' LT
RIM=186.80
6" PVC I.E. N=181.90
12" ADS I.E. NW=181.40
12" ADS I.E. NE=181.60
18" ADS I.E. SE=181.20
18" ADS I.E. SW=181.05

INTERSECTION
STA=33+90.02 SWAN LOOP
STA=10+65.22 TRACT A
INSTALL MONUMENT PER STD
DWG. 5.2-2 ON SHEET 11

LOT DRAIN NOTE:

ROOF AND FOOTING DRAIN SHALL BE INSTALLED TO EACH LOT PER CITY OF DUPONT REQUIREMENTS.
MIN 1% SLOPE. (TYP)

SPECIAL NOTES:

1. ALL SLOPE CALLOUTS SHOWN IN THIS PLAN SET ARE IN PERCENT (%).
2. ALL CATCH BASIN OFF-SETS ARE TO CENTER OF GRATE (NOT CENTER OF STRUCTURE).
3. ALL STORM DRAINAGE PIPE SHOWN ON THESE PLANS AS "SD" SHALL BE LINED CORRUGATED POLYETHYLENE PIPE (LCPE) UNLESS NOTED OTHERWISE ON THE PLANS.
4. TRENCH DRAINS WILL BE REQUIRED ON NEGATIVE SLOPE DRIVEWAYS IN FRONT OF INDIVIDUAL GARAGES. CONNECT TRENCH DRAIN TO LOT DRAIN.
5. TRENCH DRAIN TO BE INSTALLED UNDER SEPARATE BUILDING PERMIT
6. FINAL LANDSCAPE GRADE WILL BE ARRPOX 1.5'-2.0' ABOVE PAD ELEVATION. CONTRACTOR TO ADJUST RIMS OF CLEAN OUTS AND STRUCTURES DURING HOME CONSTRUCTION.

TRENCH DRAIN NOTE:

MODIFICATION TO THE APPROVED CONSTRUCTION PLANS WILL REQUIRE CITY REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.

MAIL BOX NOTE:

ONE 12 UNIT CBU AND TWO 8 UNIT CBU SHALL BE PURCHASED BY CONTRACTOR. CONTACT POSTMASTER HYO BOYLES AT USPS WHEN PURCHASED AND PRIOR TO INSTALLATION (HYO.C.BOYLES@USPS.GOV OR 253-964-8333). CBU'S WILL BE INSTALLED ADJACENT TO EXISTING CBU'S ON WEST SIDE OF HOFFMAN HILL BLVD SOUTH OF PROJECT.

WALL DRAIN NOTE:

ALL ROCKERIES AND RETAINING WALLS SHALL INCLUDE A FOOTING DRAIN BEHIND THE WALL WHICH SHALL BE CONNECTED TO THE PRIVATE ROOF & FOOTING DRAIN STUBS PROVIDED TO EACH LOT, UNLESS ANOTHER CONNECTION POINT IS SHOWN

20' ACCESS AND UTILITY EASEMENT

NOT TO SCALE

ONSITE PAVEMENT SECTION

NOT TO SCALE

HORIZONTAL DATUM:
HORIZONTAL DATUM FOR THIS SURVEY IS NAD83/11 PER WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR POSITION AND A LINE BETWEEN SAID MONUMENT ID NO. 766 AND MONUMENT ID NO. 5552 WAS HELD FOR ROTATION, BEING NORTH 70°18'25" EAST.

VERTICAL DATUM:
VERTICAL DATUM FOR THIS PROJECT IS NGVD29 PER CONVERTED WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR ELEVATION, BEING 245.45' (NGVD29)

THE CONVERSION FORMULA USED WAS NGVD29 = NAVD88 - 3.447'

CALL 1-800-424-5555 BEFORE YOU DIG

UTILITY CONFLICT NOTE:

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CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

JASON M. SCHIMKE — STATE OF WASHINGTON — 44733 — REGISTERED PROFESSIONAL ENGINEER — 7/27/18

PERMIT REVIEW ONLY
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07/27/2018 11:39 PM

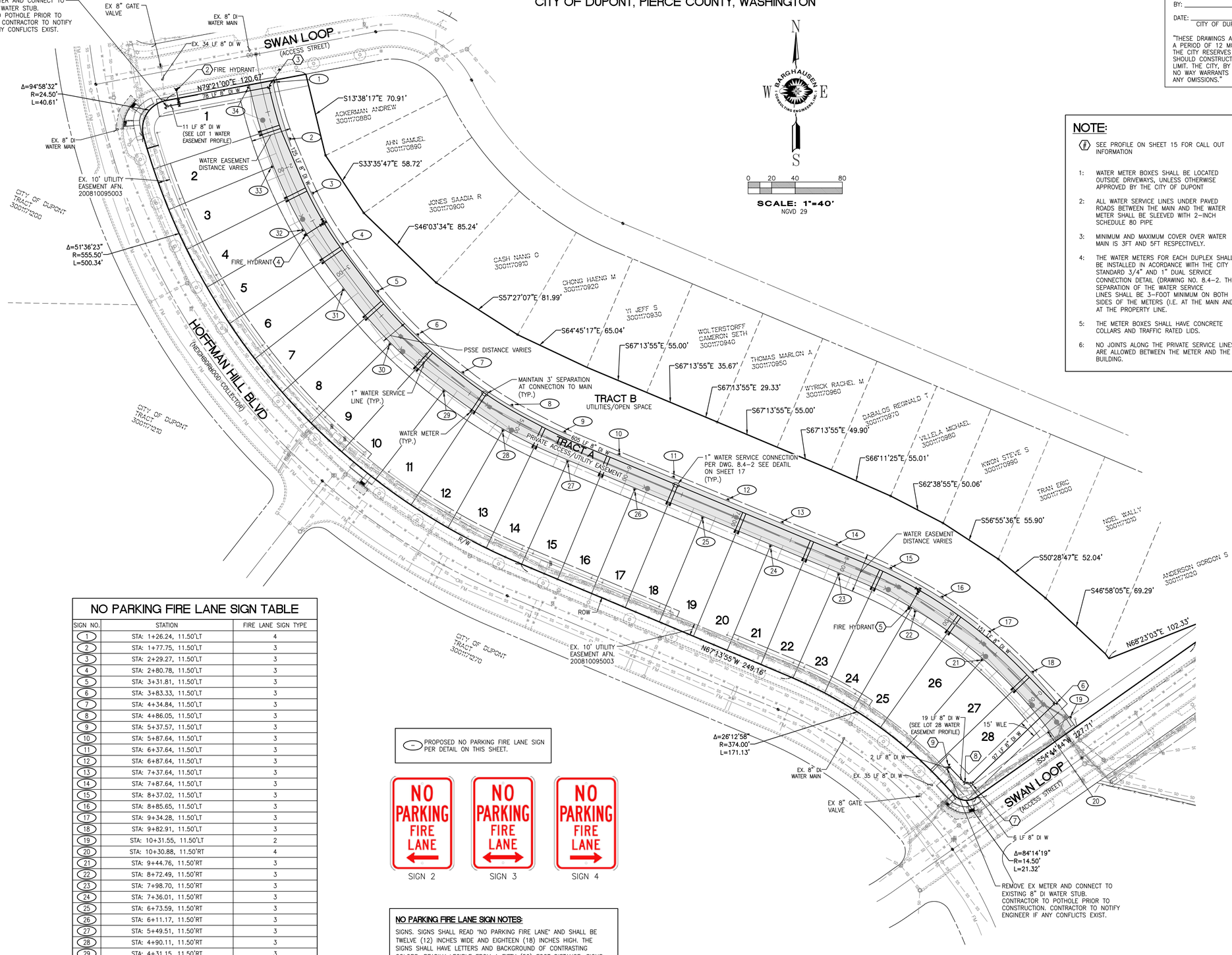
Scale:		Designed	DAB
Horizontal	1" = 40'	Drawn	DAB
Vertical	N/A	Checked	BMS
		Approved	BMS
		Date	7/27/18

Job Number: 18391

Sheet: 5 of 11

File:P:\18000s\18391\engineering\18391-r1.dwg Date/Time:7/27/2018 1:18 PM ADUSE

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



NOTE:

(#) SEE PROFILE ON SHEET 15 FOR CALL OUT INFORMATION

1: WATER METER BOXES SHALL BE LOCATED OUTSIDE DRIVEWAYS, UNLESS OTHERWISE APPROVED BY THE CITY OF DUPONT

2: ALL WATER SERVICE LINES UNDER PAVED ROADS BETWEEN THE MAIN AND THE WATER METER SHALL BE SLEEVED WITH 2-INCH SCHEDULE 80 PIPE

3: MINIMUM AND MAXIMUM COVER OVER WATER MAIN IS 3FT AND 5FT RESPECTIVELY.

4: THE WATER METERS FOR EACH DUPLEX SHALL BE INSTALLED IN ACORDANCE WITH THE CITY STANDARD 3/4" AND 1" DUAL SERVICE CONNECTION DETAIL (DRAWING NO. 8.4-2. THE SEPARATION OF THE WATER SERVICE LINES SHALL BE 3-FOOT MINIMUM ON BOTH SIDES OF THE METERS (I.E. AT THE MAIN AND AT THE PROPERTY LINE.

5: THE METER BOXES SHALL HAVE CONCRETE COLLARS AND TRAFFIC RATED LIDS.

6: NO JOINTS ALONG THE PRIVATE SERVICE LINES ARE ALLOWED BETWEEN THE METER AND THE BUILDING.

NO PARKING FIRE LANE SIGN TABLE

SIGN NO.	STATION	FIRE LANE SIGN TYPE
1	STA: 1+26.24, 11.50'LT	4
2	STA: 1+77.75, 11.50'LT	3
3	STA: 2+29.27, 11.50'LT	3
4	STA: 2+80.78, 11.50'LT	3
5	STA: 3+31.81, 11.50'LT	3
6	STA: 3+83.33, 11.50'LT	3
7	STA: 4+34.84, 11.50'LT	3
8	STA: 4+86.05, 11.50'LT	3
9	STA: 5+37.57, 11.50'LT	3
10	STA: 5+87.64, 11.50'LT	3
11	STA: 6+37.64, 11.50'LT	3
12	STA: 6+87.64, 11.50'LT	3
13	STA: 7+37.64, 11.50'LT	3
14	STA: 7+87.64, 11.50'LT	3
15	STA: 8+37.02, 11.50'LT	3
16	STA: 8+85.65, 11.50'LT	3
17	STA: 9+34.28, 11.50'LT	3
18	STA: 9+82.91, 11.50'LT	3
19	STA: 10+31.55, 11.50'LT	2
20	STA: 10+30.88, 11.50'RT	4
21	STA: 9+44.76, 11.50'RT	3
22	STA: 8+72.49, 11.50'RT	3
23	STA: 7+98.70, 11.50'RT	3
24	STA: 7+36.01, 11.50'RT	3
25	STA: 6+73.59, 11.50'RT	3
26	STA: 6+11.17, 11.50'RT	3
27	STA: 5+49.51, 11.50'RT	3
28	STA: 4+90.11, 11.50'RT	3
29	STA: 4+31.15, 11.50'RT	3
30	STA: 3+72.10, 11.50'RT	3
31	STA: 3+12.80, 11.50'RT	3
32	STA: 2+52.60, 11.50'RT	3
33	STA: 1+94.78, 11.50'RT	3
34	STA: 1+26.24, 11.50'RT	2

(—) PROPOSED NO PARKING FIRE LANE SIGN PER DETAIL ON THIS SHEET.

SIGN 2 SIGN 3 SIGN 4

NO PARKING FIRE LANE SIGN NOTES:

SIGNS. SIGNS SHALL READ "NO PARKING FIRE LANE" AND SHALL BE TWELVE (12) INCHES WIDE AND EIGHTEEN (18) INCHES HIGH. THE SIGNS SHALL HAVE LETTERS AND BACKGROUND OF CONTRASTING COLORS, READILY LEGIBLE FROM A FIFTY (50) FOOT DISTANCE. SIGNS SHALL BE PERMANENTLY AFFIXED TO A STATIONERY POST AND BOTTOM OF THE SIGN SHALL BE SIX FEET, SIX INCHES (6'6") ABOVE FINISHED GRADE. SIGNS SHALL BE SPACED NOT MORE THAN FIFTY (50) FEET APART. SIGNS MAY BE INSTALLED ON PERMANENT BUILDINGS OR WALLS OR AS APPROVED BY THE CODE OFFICIAL. SIGNS 2, 3 AND 4 SHALL BE THE PRIMARY SIGNS.

"APPROVED FOR CONSTRUCTION"

BY: _____

DATE: _____
CITY OF DUPONT

"THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF 12 MONTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE RIGHT TO MAKE MODIFICATIONS SHOULD CONSTRUCTION BE DELAYED BEYOND THIS TIME LIMIT. THE CITY, BY APPROVING THESE DOCUMENTS, IN NO WAY WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMISSIONS."

No.	Date	By	Ckd.	Appr.	Revision
5	07/27/18	DAB	DAB	BMS	DESIGN REVIEW SUBMITTAL
4	06/04/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED JUNE 01, 2018
3	05/08/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED MAY 01, 2018
2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
1	03/30/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED DECEMBER 12, 2017

Title: WATER PLAN

HOFFMAN HILL TRACT O

For:

LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

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NOT FOR CONSTRUCTION
07/27/2018 11:03:39 PM

RYAN M. SCHWARZ — STATE OF WASHINGTON — 44733 — REGISTERED PROFESSIONAL ENGINEER — 7/27/18

Scale: Horizontal 1" = 40' Vertical N/A

Designed DAB Drawn DAB Checked BMS Approved BMS Date 7/27/18

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES
BARGHAUSEN CONSULTING ENGINEERS, INC.

Job Number 18391

Sheet 6 of 11

File:P:\18000s\18391\engineering\18391-W1.dwg Date/Time:7/27/2018 1:19 PM ACUSE

CALL 1-800-424-5555
BEFORE YOU DIG

UTILITY CONFLICT NOTE:

CAUTION:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POTHOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ 1-800-424-5555 AND THEN POTHOLING ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
HOFFMAN HILLS DIVISION 5 - TRACT O
PUBLIC SANITARY SEWER LINE EXTENSION
PIERCE COUNTY, WASHINGTON

SOILS REPORT NOTES:

1. THE FOLLOWING SOILS REPORT FOR THE SITE SHALL BE CONSIDERED PART OF THESE CONSTRUCTION DOCUMENTS:

   SOILS REPORT: GEOTECHNICAL EVALUATION
   TRACT O-HOFFMAN HILL DEVELOPMENT
   JOB NUMBER: ES-5142
   DATE: MARCH 28, 2017

   PREPARED BY: EARTH SOLUTIONS NORTHWEST LLC
   1805 136TH PLACE NE, SUITE 201
   BELLEVUE, WA 98005

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL PROVISIONS OF THE SOILS REPORT FOR THE SITE BE OBSERVED AND COMPLIED WITH DURING ALL PHASES OF THE SITE PREPARATION, GRADING OPERATIONS, FOUNDATION, SLAB, AND PAVING CONSTRUCTION.

3. ANY PROVISIONS OF THE SOILS REPORT WHICH CONFLICT WITH INFORMATION SHOWN ELSEWHERE ON THESE DRAWINGS, OR WHICH REQUIRE FURTHER CLARIFICATION, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR DETERMINATION.

4. A REPRESENTATIVE OF THE SOILS ENGINEER SHALL BE AVAILABLE TO OBSERVE AND APPROVE THE EARTHWORK OPERATIONS AND TO VERIFY FIELD CONDITIONS AS WORK PROCEEDS. THE SOILS ENGINEER SHALL SUBMIT FIELD REPORTS CERTIFYING THAT THE METHODS AND MATERIALS OF THE EARTHWORK OPERATIONS WERE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS INVESTIGATION AND THAT THE WORK WAS PERFORMED TO HIS/HER SATISFACTION.

5. THE SOILS ENGINEER SHOULD BE NOTIFIED AT LEAST FIVE (5) WORKING DAYS PRIOR TO ANY SITE CLEARING OR GRADING.

APPROVED

WASTEWATER UTILITY MANAGER DATE

"PLAN APPROVAL EXPIRES THREE (3) YEARS FROM DATE OF APPROVAL."

SWLE No. 873181

VICINITY MAP

(NTS)

UTILITIES:

WATER:
CITY OF DUPONT (CITY HALL)
1700 CIVIC DRIVE
DUPONT, WA 98327
PHONE: (253) 964-8121

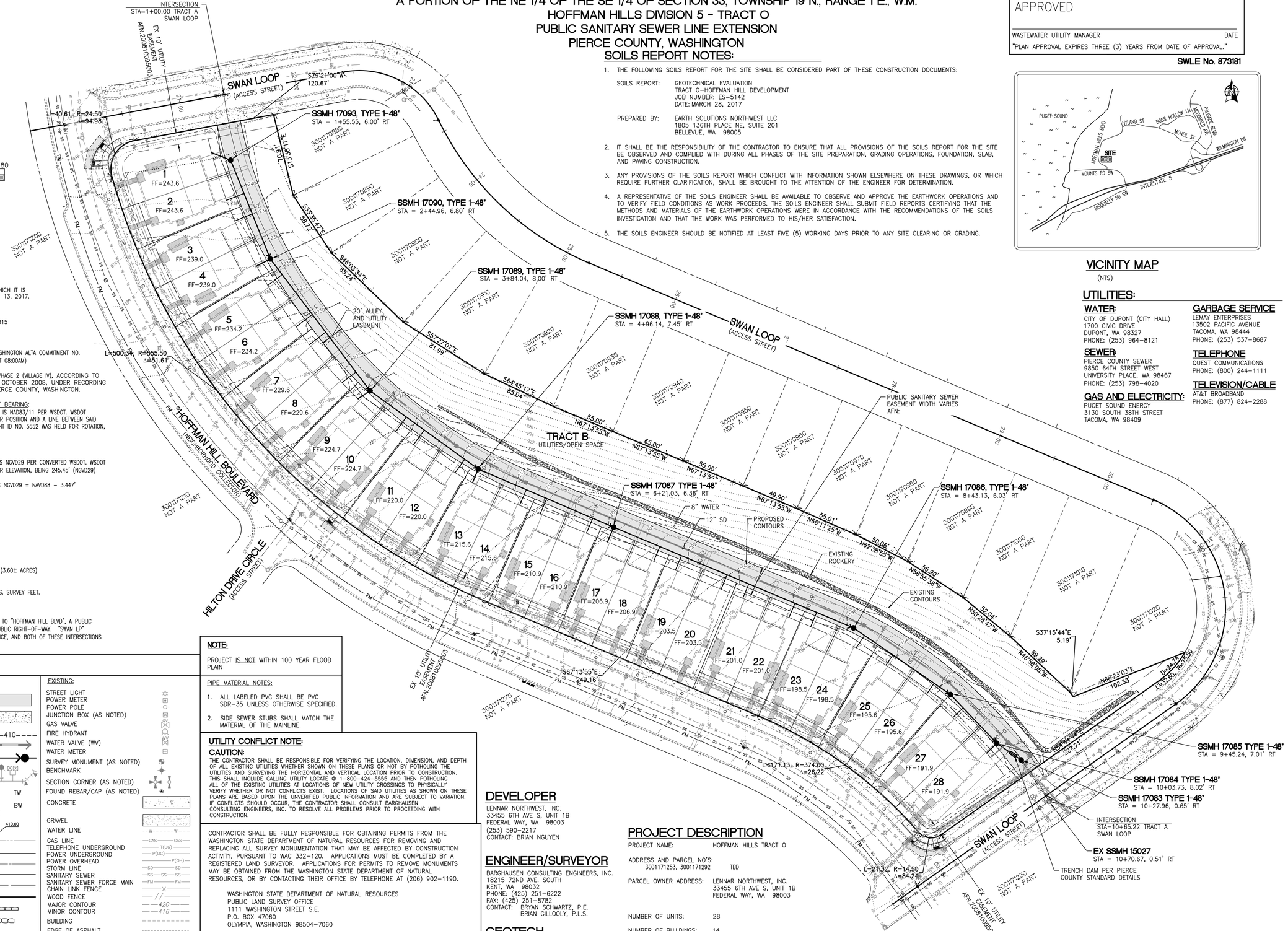
SEWER:
PIERCE COUNTY SEWER
9850 64TH STREET WEST
UNIVERSITY PLACE, WA 98467
PHONE: (253) 798-4020

GAS AND ELECTRICITY:
PUGET SOUND ENERGY
3130 SOUTH 38TH STREET
TACOMA, WA 98409

GARBAGE SERVICE
LEMAY ENTERPRISES
13502 PACIFIC AVENUE
TACOMA, WA 98444
PHONE: (253) 537-8687

TELEPHONE
QUEST COMMUNICATIONS
PHONE: (800) 244-1111

TELEVISION/CABLE
AT&T BROADBAND
PHONE: (877) 824-2288



SURVEYOR'S INFORMATION:
THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS PERFORMED ON MARCH 13, 2017. BY OR UNDER THE DIRECTION OF:

BRIAN D. GILLOOLY, PLS
WASHINGTON REGISTRATION NO. 46315
BGILLOOLY@BARGHAUSEN.COM

LEGAL DESCRIPTION:
(PER CHICAGO TITLE COMPANY OF WASHINGTON ALTA COMMITMENT NO. 0100277-16 DATED MAY 23, 2017 AT 08:00AM)

TRACT O, HOFFMAN HILL DIVISION 5 PHASE 2 (VILLAGE IV), ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 2008, UNDER RECORDING NUMBER 200810095003, IN PIERCE COUNTY, WASHINGTON.

HORIZONTAL DATUM / BASIS OF BEARING:
HORIZONTAL DATUM FOR THIS SURVEY IS NAD83/11 PER WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR POSITION AND A LINE BETWEEN SAID MONUMENT ID NO. 766 AND MONUMENT ID NO. 5552 WAS HELD FOR ROTATION, BEING NORTH 70°18'25" EAST.

VERTICAL DATUM:
VERTICAL DATUM FOR THIS PROJECT IS NGVD29 PER CONVERTED WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR ELEVATION, BEING 245.45' (NGVD29)

THE CONVERSION FORMULA USED WAS NGVD29 = NAVD88 - 3.447'

DATUM BASED ON NAVD88

ASSESSORS PARCEL NUMBERS:
300117-125-3
300117-129-2

SITE ADDRESS:
TBD

GROSS LAND AREA = 156,721± S.F. (3.60± ACRES)

SURVEYOR'S NOTES:
1. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. NO BUILDINGS ARE ON SITE.
3. THE SITE ABUTS AND HAS ACCESS TO "HOFFMAN HILL BLVD", A PUBLIC RIGHT-OF-WAY, AND "SWAN LP" A PUBLIC RIGHT-OF-WAY. "SWAN LP" INTERSECTS "HOFFMAN HILL BLVD" TWICE, AND BOTH OF THESE INTERSECTIONS ABUT PORTIONS OF THE SITE.

LEGEND:

PROPOSED:
- ASPHALT
- CONCRETE SIDEWALK
- CONTOURS 410
- STORM
- SEWER
- WATER
- TOP OF WALL ELEVATION TW
- BOTTOM OF WALL ELEVATION (AT EXPOSED GROUND SURFACE) BW
- SPOT ELEVATION TEXT 410.00
- BUILDING SETBACK LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED CENTERLINE
- PROPOSED LOT LINE
- EASEMENT
- BOUNDARY LINE
- LOCK+LOAD WALL
- ROCKERY WALL
- FENCE

EXISTING:
- STREET LIGHT
- POWER METER
- POWER POLE
- JUNCTION BOX (AS NOTED)
- GAS VALVE
- FIRE HYDRANT
- WATER VALVE (WV)
- WATER METER
- SURVEY MONUMENT (AS NOTED)
- BENCHMARK
- SECTION CORNER (AS NOTED)
- FOUND REBAR/CAP (AS NOTED)
- CONCRETE
- GRAVEL
- WATER LINE W
- GAS LINE GAS
- TELEPHONE UNDERGROUND T(UG)
- POWER UNDERGROUND P(UG)
- POWER OVERHEAD P(OH)
- STORM LINE SD
- SANITARY SEWER SS
- SANITARY SEWER FORCE MAIN FM
- CHAIN LINK FENCE
- WOOD FENCE
- MAJOR CONTOUR 420
- MINOR CONTOUR 416
- BUILDING
- EDGE OF ASPHALT
- EXISTING SECTION LINE
- EXISTING RIGHT-OF-WAY
- EXISTING CENTERLINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE

NOTE:
PROJECT IS NOT WITHIN 100 YEAR FLOOD PLAIN

PIPE MATERIAL NOTES:
1. ALL LABELED PVC SHALL BE PVC SDR-35 UNLESS OTHERWISE SPECIFIED.
2. SIDE SEWER STUBS SHALL MATCH THE MATERIAL OF THE MAINLINE.

UTILITY CONFLICT NOTE:

CAUTION:
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CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR OBTAINING PERMITS FROM THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR REMOVING AND REPLACING ALL SURVEY MONUMENTATION THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITY, PURSUANT TO WAC 332-120. APPLICATIONS MUST BE COMPLETED BY A REGISTERED LAND SURVEYOR. APPLICATIONS FOR PERMITS TO REMOVE MONUMENTS MAY BE OBTAINED FROM THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES, OR BY CONTACTING THEIR OFFICE BY TELEPHONE AT (206) 902-1190.

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
PUBLIC LAND SURVEY OFFICE
1111 WASHINGTON STREET S.E.
P.O. BOX 47060
OLYMPIA, WASHINGTON 98504-7060

UPON COMPLETION OF CONSTRUCTION, ALL MONUMENTS DISPLACED, REMOVED, OR DESTROYED SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR, AT THE COST AND AT THE DIRECTION OF THE CONTRACTOR, PURSUANT TO THESE REGULATIONS. THE APPROPRIATE FORMS FOR REPLACEMENT OF SAID MONUMENTATION SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.

DEVELOPER
LENNAR NORTHWEST, INC.
33455 6TH AVE S, UNIT 1B
FEDERAL WAY, WA 98003
(253) 590-2217
CONTACT: BRIAN NGUYEN

ENGINEER/SURVEYOR
BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVE. SOUTH
KENT, WA 98032
PHONE: (425) 251-6222
FAX: (425) 251-8782
CONTACT: BRYAN SCHWARTZ, P.E.
BRIAN GILLOOLY, P.L.S.

GEOTECH
EARTH SOLUTIONS NORTHWEST LLC
1805 136TH PLACE NE, SUITE 201
BELLEVUE, WA 98005
(253) 449-4704
CONTACT: RAY COGLAS

PROJECT DESCRIPTION

PROJECT NAME:	HOFFMAN HILLS TRACT O
ADDRESS AND PARCEL NO'S: 3001171253, 3001171292	TBD
PARCEL OWNER ADDRESS:	LENNAR NORTHWEST, INC. 33455 6TH AVE S, UNIT 1B FEDERAL WAY, WA 98003
NUMBER OF UNITS:	28
NUMBER OF BUILDINGS:	14
NUMBER OF LOTS:	28
PROPOSED USE:	TOWNHOMES

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

CALL 1-800-424-5555 BEFORE YOU DIG

No.	Date	By	Ckd.	Appr.	Revision
3	04/26/18	DAB	BMS	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
2	01/30/18	DAB	BMS	BMS	PER PIERCE COUNTY EMAIL COMMENTS 01/16/2017
1	12/15/17	DAB	BMS	BMS	PER PIERCE COUNTY COMMENTS DATED 11/22/2017

Title:
SEWER PLAN
HOFFMAN HILLS TRACT O

For:
LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattleLennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425) 251-6222
(425) 251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

BRIAN M. SCHWARTZ
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL ENGINEER
7/27/18

PERMIT REVIEW ONLY
NOT FOR CONSTRUCTION
07/27/2018 1:45:40 PM

Scale: Horizontal 1"=40' Vertical N/A

Designed BMS Drawn DAB Checked BMS Approved BMS Date 7/27/18

Job Number 18391

Sheet 7 of 11

File:P:\18000s\18391\engineering\18391-S1.dwg Date/Time:7/27/2018 1:20 PM AGUSE

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON

"APPROVED FOR CONSTRUCTION"

BY: _____

DATE: _____
CITY OF DUPONT

"THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF 12 MONTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE RIGHT TO MAKE MODIFICATIONS SHOULD CONSTRUCTION BE DELAYED BEYOND THIS TIME LIMIT. THE CITY, BY APPROVING THESE DOCUMENTS, IN NO WAY WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMISSIONS."

STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
JEFF M. VARLEY

PERMIT REVIEW ONLY
NOT FOR CONSTRUCTION
07/27/2018 1:45:40 PM

N
W BARGHAUSEN E
CONSULTING ENGINEERS, INC.
S

0 10 20 40
SCALE: 1"=20'
NGVD 29

LANDSCAPE LEGEND

EXISTING STREET TREE TO REMAIN. PROTECT DURING CONSTRUCTION

TOTAL PARCEL SIZE: 156,721 SQ FT
MINIMUM 30% LANDSCAPE AREA REQUIRED
156,721 SQ FT x 30% = 47,016 SQ FT REQUIRED
87,584 SQ FT PROVIDED

MATCHLINE - SEE SHEET L-2

EROSION CONTROL HYDROSEED FOR ANY IMPACTS THAT OCCUR OUTSIDE OF THE SITE BOUNDARIES AS A RESULT OF THE PROPOSED CONSTRUCTION ACTIVITIES

47,353 SQ FT LANDSCAPE AREA PROVIDED

HYDROSEED ANY IMPACTED AREAS WITHIN TRACT B FOLLOWING CONSTRUCTION. NO IRRIGATION IS PROPOSED

8,620 SQ FT LANDSCAPE AREA PROVIDED

12" WIDTH BARK MULCH MOWSTRIP ADJACENT TO PROPOSED HOMES WHERE LAWN IS SHOWN, TYPICAL. HATCH FOR MULCH NOT SHOWN

NO STREET TREE DUE TO EXISTING STORM DRAIN UTILITY LINE

EXISTING STREET LIGHT

TRACT B

HOFFMAN HILL BOULEVARD
(NEIGHBORHOOD COLLECTOR)

ADD STREET TREE, 2" CAL. MATCH EXISTING SPECIES

23,512 SQ FT LANDSCAPE AREA PROVIDED

8,099 SQ FT LANDSCAPE AREA PROVIDED (BARK MULCH)

RETAIN EXISTING STREET TREES AND LAWN IN LANDSCAPE STRIP, TYPICAL

SIGHT DISTANCE

30'-0"

30'-0"

SWAN LOOP

40'-0" O.C. TYPICAL

13'-6"

46'-0"

EXISTING STREET LIGHT. NO STREET TREE AT THIS LOCATION

SITE DISTANCE TRIANGLE

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAMES	SIZE CONDITION	SPACING	QUANTITY	REMARKS
	TREES:				
·	CORNUS SP. 'EDDIE'S WHITE WONDER' / FLOWERING DOGWOOD OR 'REDSPIRE' FLOWERING PEAR OR 'BLOODGOOD' JAPANESE MAPLE 6 OF EACH, TOTAL OF 18	1.75" CAL B & B	AS SHOWN	14	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN FOR STREET TREE USE, BRANCHED AT 5'
o	MATCH EXISTING RED MAPLE (ACER RUBRUM) CULTIVAR ON SWAN LOOP	2" CAL B & B	40'-0" O.C.	6	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN FOR STREET TREE USE, BRANCHED AT 5'
	SHRUBS:				
Ac	ACORUS GRAMINEUS 'OGON' / SWEETFLAG	1 GAL	AS SHOWN	42	FULL AND BUSHY
FG	PENNISETUM ALOPECOROIDES 'HAMELN' / DWARF FOUNTAIN GRASS	1 GAL	AS SHOWN	28	FULL AND BUSHY
La	LAVANDULA SP. 'HIDCOTE' / LAVENDER	1 GAL	AS SHOWN	19	FULL AND BUSHY
MO	CHOISYA TERNATA 'AZTEC PEARL' / MEXICAN ORANGE	18"–21" HT	AS SHOWN	21	FULL AND BUSHY
EmG	EUONYMUS FORTUNEI 'EMERALD N GOLD' / EUONYMUS	1 GAL	AS SHOWN	19	FULL AND BUSHY
Cb	HEUCHERA SP. 'PURPLE PALACE' / CORAL BELLS	1 GAL	AS SHOWN	42	FULL AND BUSHY
Pie	PIERIS JAPONICA 'VARIEGATA' / VARIEGATED PIERIS	18"–21" HT	AS SHOWN	21	FULL AND BUSHY
KF	CALAMAGROSTIS ACUT. 'KARL FOERSTER' / FEATHER REED GRASS	2 GAL	AS SHOWN	21	FULL AND BUSHY
Cav	PIERIS JAPONICA 'CAVATINE' / PIERIS	1 GAL	AS SHOWN	21	FULL AND BUSHY
N	NANDINA DOMESTICA 'MOONBAY' / NANDINA	18"–21" HT	AS SHOWN	14	FULL AND BUSHY
H	ERICA SP. 'MED. PINK' / HEATHER	1 GAL	AS SHOWN	69	FULL AND BUSHY
RH	RHODODENDRON SP. 'ANAH KRUSCHKE' / RHODIE	18"–21" HT	AS SHOWN	7	FULL AND BUSHY
A	THUJA OCCIDENTALIS 'SMARAGD' / 'EMERALD GREEN' ARBORVITAE	4'–5' HT	AS SHOWN	28	FULL AND BUSHY
	GROUNDCOVERS:				
	LAWN	SOD OR SEED		COVER	LOCAL COMMERCIAL SEED MIX
	LAWN/PLANTER EDGE– SHOVEL CUT TRANSITION				
	2"–3" DEPTH MEDIUM BARK MULCH OR ⅜" MINUS CRUSHED ROCK BETWEEN UNITS				

CALL 1-800-424-5555
BEFORE YOU DIG

UTILITY CONFLICT NOTE:
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No.	Date	By	Ckd.	Appr.	Revision
1	06/04/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED JUNE 01, 2018

Title: LANDSCAPE PLAN

HOFFMAN HILL TRACT O

For:
LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LennAR
Leading homebuilder of new homes

Designed JMV
Drawn JMV
Checked JMV
Approved BMS
Date 7/27/18

Scale: Horizontal 1" = 20'
Vertical N/A

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

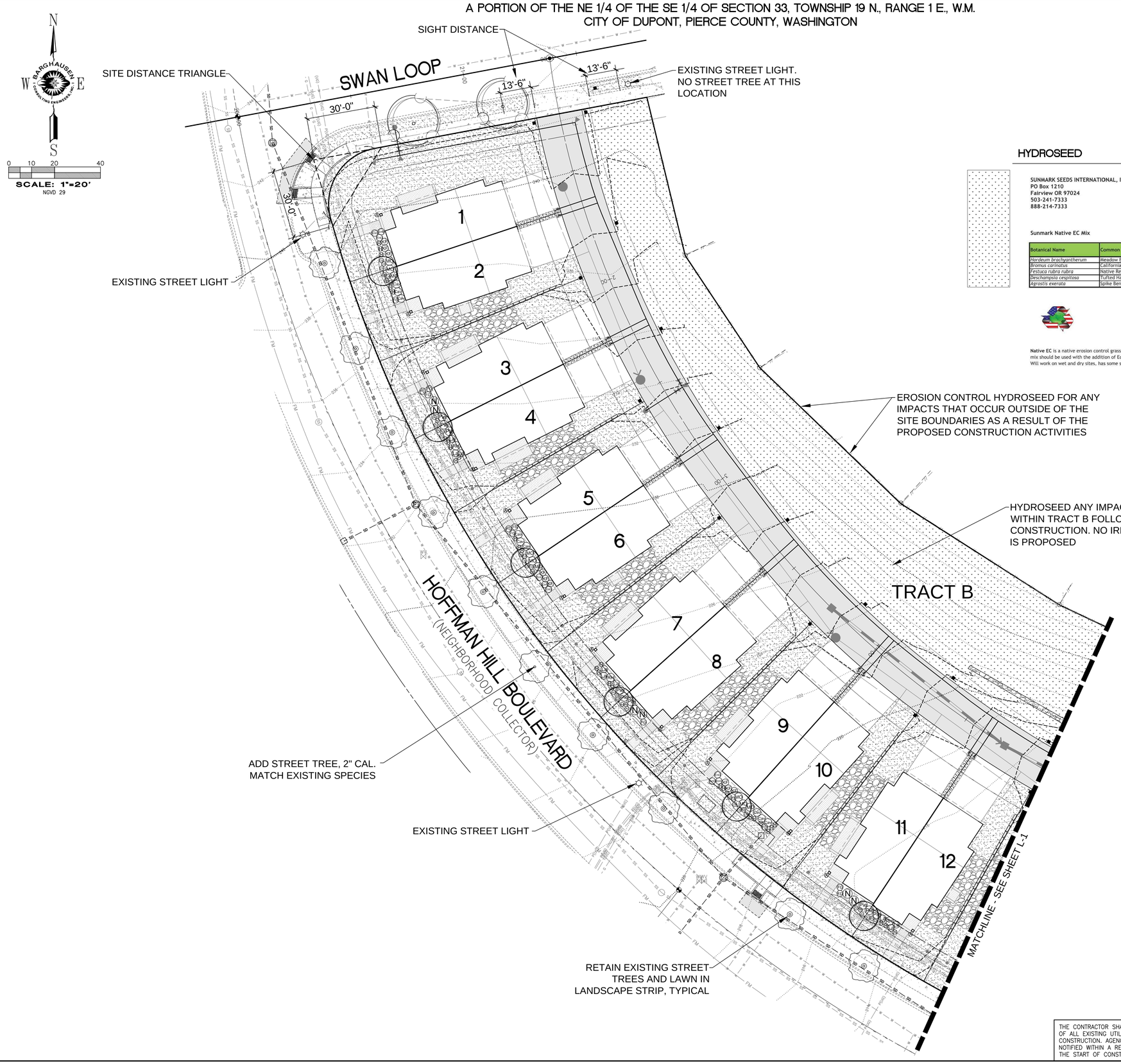
BARGHAUSEN CONSULTING ENGINEERS, INC.

Job Number 18391

Sheet 8 of 11

File:P:\18000\18391\engineering\18391-L.dwg Date/Time:7/27/2018 1:21 PM ADJSE

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 19 N., RANGE 1 E., W.M.
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



N
W BARGHAUSEN CONSULTING ENGINEERS, INC. E
S

0 10 20 40
SCALE: 1"=20'
NGVD 29

"APPROVED FOR CONSTRUCTION"

BY: _____

DATE: _____
CITY OF DUPONT

"THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF 12 MONTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE RIGHT TO MAKE MODIFICATIONS SHOULD CONSTRUCTION BE DELAYED BEYOND THIS TIME LIMIT. THE CITY, BY APPROVING THESE DOCUMENTS, IN NO WAY WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMISSIONS."

STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
JAMES M. VOLKMAN
CERTIFICATE No. 774

PERMIT REVIEW ONLY
NOT FOR CONSTRUCTION
07/27/2018 1:45:40 PM

HYDROSEED

SUNMARK SEEDS INTERNATIONAL, INC.
PO Box 1210
Fairview OR 97024
503-241-7333
888-214-7333

NATIVE E/C MIX

SUNMARK

Sunmark Native EC Mix

Acres: 1
Quantity: 43.63 lbs.

Botanical Name	Common Name	% by Weight	Seeds per lb. of Mix	Seeds per lb.	Actual % by Seed Size	Lbs. Needed	Requested %
Hordeum brachyantherum	Meadow Barley	40.00%	34000	85,000	10.51%	17.45	10%
Bromus carinatus	California Brome	35.00%	38500	110,000	11.90%	15.27	10%
Festuca rubra rubra	Native Red Fescue	20.00%	100000	500,000	30.91%	8.73	30%
Deschampsia cespitosa	Tufted Hairgrass	3.00%	75000	2,500,000	23.18%	1.31	25%
Agrostis exerata	Spike Bentgrass	2.00%	76000	3,800,000	23.49%	0.87	25%
	TOTALS:	100.00%	323500		100.00%	43.63	100%

Seeding Rate
1 PLS lbs. per 1000 sq. ft.
43.63 PLS lbs. per acre

Native EC is a native erosion control grass mix that is quick to establish, low-growing and has superior root masses for reduced erosion of soils. This mix should be used with the addition of EcoLive™ organics with mychorrhize. It will stay under 24 inches in height and has excellent drought tolerance. Will work on wet and dry sites, has some shade tolerance.

CALL 1-800-424-5555
BEFORE YOU DIG

UTILITY CONFLICT NOTE:
CAUTION:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POTHOLING THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ 1-800-424-5555 AND THEN POTHOLING ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

No.	Date	By	Ckd.	Appr.	Revisions
1	06/04/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED JUNE 01, 2018

Title:
LANDSCAPE PLAN
HOFFMAN HILL TRACT O

For:
LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

Designed JMV
Drawn JMV
Checked JMV
Approved BMS
Date 7/27/18

Scale: Horizontal 1" = 20' Vertical N/A

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

Job Number 18391
Sheet 9 of 11

File:P:\18000s\18391\engineering\18391-L.dwg Date/Time:7/27/2018 1:21 PM AGUSE

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STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
DEAN A. MINEY
CERTIFICATE No. 774

PERMIT REVIEW ONLY
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07/27/2018 1:45:40 PM

LANDSCAPE PLANTING NOTES AND MATERIALS

SCOPE OF WORK

FURNISH ALL MATERIALS, LABOR, EQUIPMENT AND RELATED ITEMS NECESSARY TO ACCOMPLISH TOPSOIL, TREATMENT AND PREPARATION OF SOIL, FINISH GRADING, PLACEMENT OF SPECIFIED PLANT MATERIALS, FERTILIZER, STAKING, MULCH, CLEAN-UP, DEBRIS REMOVAL, AND 90-DAY MAINTENANCE.

QUALIFICATIONS:
LANDSCAPE CONTRACTOR TO BE SKILLED AND KNOWLEDGEABLE IN THE FIELD OF WORK AND HAVE A MINIMUM OF FIVE (5) YEAR'S EXPERIENCE INSTALLING SIMILAR WORK. CONTRACTOR TO BE LICENSED TO PERFORM THE WORK SPECIFIED WITHIN THE PRESIDING JURISDICTION.

JOB CONDITIONS:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE SITE AND REPORT ANY DISCREPANCIES TO THE OWNER OR THE OWNER'S REPRESENTATIVES. ALL PLANT MATERIAL AND FINISH GRADES ARE SUBJECT TO APPROVAL BY THE OWNER.

PROTECTION:
SAVE AND PROTECT ALL EXISTING PLANTINGS SHOWN TO REMAIN. DO NOT PLANT UNTIL OTHER CONSTRUCTION OPERATIONS WHICH CONFLICT HAVE BEEN COMPLETED. IF AN IRRIGATION SYSTEM IS TO BE INSTALLED DO NOT PLANT UNTIL THE SYSTEM HAS BEEN INSTALLED, TESTED, AND APPROVED BY THE OWNER. HANDLE PLANTS WITH CARE – DO NOT DAMAGE OR BREAK ROOT SYSTEM, BARK, OR BRANCHES. REPAIR AND/OR REPLACE ITEMS DAMAGED AS A RESULT OF WORK, OR WORK NOT IN COMPLIANCE WITH PLANS AND SPECIFICATIONS, AS DIRECTED BY OWNER AT NO ADDITIONAL COST TO THE OWNER.

REPAIR OF EXISTING PLANTINGS:
DURING THE COURSE OF WORK, REPAIR ALL EXISTING PLANTING AREAS BY PRUNING DEAD GROWTH, RE-ESTABLISHING FINISH GRADE AND RE-MULCHING TO SPECIFIED DEPTH.

REPAIR OF IRRIGATION SYSTEM:
DURING THE COURSE OF WORK, REPAIR ANY DAMAGE TO THE IRRIGATION SYSTEM TO MATCH CONDITIONS PRIOR TO THE DAMAGE.

GUARANTEE:
GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF THE JOB BY OWNER.

60-DAY MAINTENANCE:
CONTRACTOR TO PROVIDE OWNER WITH A SCOPE OF WORK AT TIME OF INITIAL PROJECT BID TO PROVIDE LANDSCAPE AND IRRIGATION MAINTENANCE FOR 60 DAYS FOLLOWING STORE OPENING. WORK TO INCLUDE MAINTENANCE AS DESCRIBED BELOW, IN PLANTING AND IRRIGATION MAINTENANCE.

MATERIALS:

PLANT MATERIALS:
PLANT MATERIALS TO BE GRADE NO. 1, SIZED IN ACCORDANCE WITH (AAN) AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-2004). PRUNE PLANTS RECEIVED FROM THE NURSERY ONLY UPON AUTHORIZATION BY THE LANDSCAPE ARCHITECT. "B & B" INDICATES BALLED AND BURLAPPED; "CONT." INDICATES CONTAINER; "BR" INDICATES BARE ROOT; "CAL" INDICATES CALIPER AT 6" ABOVE SOIL LINE; "GAL" INDICATES GALLON.

A) SPECIFIED PLANT CANOPY SIZE OR CALIPER IS THE MINIMUM ACCEPTABLE CONTAINER OR BALL SIZE AND ESTABLISHES MINIMUM PLANT CONDITION TO BE PROVIDED.

B) QUALITY:
PLANT MATERIAL TO COMPLY WITH STATE AND FEDERAL LAWS FOR DISEASE INSPECTION, PLANTS TO BE FULLY LIVE, VIGOROUS, WELL FORMED, WITH WELL DEVELOPED FIBROUS ROOT SYSTEMS. ROOT BALLS OF PLANTS TO BE SOLID AND FIRMLY HELD TOGETHER, SECURELY CONTAINED AND PROTECTED FROM INJURY AND DESICCATION. PLANTS DETERMINED BY LANDSCAPE ARCHITECT TO HAVE BEEN DAMAGED; HAVE DEFORMITIES OF STEM, BRANCHES, OR ROOTS; LACK SYMMETRY, HAVE MULTIPLE LEADERS OR "Y" CROTCHES LESS THAN 30 DEGREES IN TREES, OR DO NOT MEET SIZE OR ANSI STANDARDS WILL BE REJECTED. PLANT MATERIAL TO BE FROM A SINGLE NURSERY SOURCE FOR EACH SPECIFIED SPECIES/HYBRID. NURSERY SOURCES TO BE THOSE LOCATED IN THE SAME REGION AS THE JOB SITE.

C) SUBSTITUTION:
NO SUBSTITUTION OF PLANT MATERIAL, SPECIES OR VARIETY, WILL BE PERMITTED UNLESS WRITTEN EVIDENCE IS SUBMITTED TO THE OWNER FROM TWO QUALIFIED PLANT BROKERAGE OFFICES. SUBSTITUTIONS WHICH ARE PERMITTED TO BE IN WRITING FROM THE OWNER AND LANDSCAPE ARCHITECT. THE SPECIFIED SIZE, SPECIES AND NEAREST VARIETY, AS APPROVED, TO BE FURNISHED. SUBSTITUTIONS MAY REQUIRE SUBMITTAL TO REVISED LANDSCAPE PLAN TO CITY FOR APPROVAL.

D) LABEL AT LEAST ONE (1) TREE, SHRUB, AND GROUNDCOVER OF EACH VARIETY WITH A SECURELY ATTACHED WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAMES.

E) DELIVER PLANT MATERIAL AFTER PREPARATION OF PLANTING AREAS HAVE BEEN COMPLETED AND PLANT IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX (6) HOURS AFTER DELIVERY, SET MATERIAL IN SHADE, PROTECT FOR WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOT BALLS MOIST BY COVERING WITH MULCH, BURLAP OR OTHER ACCEPTABLE MEANS OF RETAINING MOISTURE.

SOIL PREPARATION:
TOPSOIL, AMENDMENT, AND BACKFILL, ARE GENERAL REQUIREMENTS FOR ALL LANDSCAPE AREAS, UNLESS NOTED OTHERWISE ON THE PLANS. SOIL AMENDMENTS AND FERTILIZER NOTED BELOW ARE TO BE USED FOR BID PRICE BASIS ONLY. SPECIFIC AMENDMENTS AND FERTILIZERS WILL BE MADE AFTER SOIL SAMPLES ARE LABORATORY TESTED BY THE CONTRACTOR. PROVIDE CHANGE ORDER FOR ADDITIONAL OR REDUCTION OF MATERIALS REQUIRED OR NOT REQUIRED BY THE SOILS REPORT.

SOIL FERTILITY AND AGRICULTURAL SUITABILITY ANALYSIS:
AFTER ROUGH GRADING AND PRIOR TO SOIL PREPARATION, CONTRACTOR TO OBTAIN TWO REPRESENTATIVE SOIL SAMPLES, FROM LOCATIONS AS DIRECTED BY THE LANDSCAPE ARCHITECT, TO NORTHERN LIGHTS ANALYTICAL & CONSULTING INC. RAVENSDALE WA, TEL. 253-653-5770 OR, EQUIVALENT TESTING LABORATORY, FOR TEST #A05-2. SUBMIT RESULTS TO LANDSCAPE ARCHITECT FOR REVIEW. TESTS TO INCLUDE FERTILITY AND SUITABILITY ANALYSIS WITH WRITTEN RECOMMENDATIONS FOR SOIL AMENDMENT, FERTILIZER, CONDITIONERS, APPLICATION RATES, AND POST-CONSTRUCTION MAINTENANCE PROGRAM. TESTS TO BE CONTRACTED WITH AND PAID FOR BY THE CONTRACTOR.

A) TOPSOIL:
CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL TOPSOIL AND FOR DETERMINING THE VOLUME OF TOPSOIL REQUIRED PER THE INFORMATION ON PLANS AND NOTED HERE-IN. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY WEED CONTROL RESULTING FROM CONTAMINATED OFF SITE SOURCES.

B) TOPSOIL TO CONSIST OF WINTER MIX AS PRODUCED AND REMIXED BY PACIFIC TOPSOILS, INC. WINTER MIX TO CONSIST OF 1/3 BY VOLUME SANDY LOAM, 1/3 BY VOLUME COMPOSTED GARDEN MULCH, AND 1/3 BY VOLUME COARSE WASHED SAND OR EQUIVALENT.

D) TOPSOIL PREPARATION AND INSTALLATION:
1. VERIFY SUBGRADES TO -7 INCHES IN LANDSCAPE AREAS AND -18/24 INCHES IN PARKING LOT ISLANDS BELOW FINISH ELEVATION, OR AS INDICATED ON PLANS. THIS ACCOMMODATES, TOPSOIL, AMENDMENTS, AND MULCH.
2. ERADICATE ANY SURFACE VEGETATION ROOTED IN THE SUB-GRADE PRIOR TO SUB-GRADE PREPARATION.
3. THOROUGHLY SCARIFY AND RIP ALL LANDSCAPE SUB-GRADES WHICH HAVE BECOME COMPACTED TO A DEPTH OF 12 INCHES WITH MULTIPLE PASSES, 90 DEGREES TO EACH OTHER. SCARIFY AREAS INACCESSIBLE TO MECHANIZED EQUIPMENT AND AROUND EXISTING PLANTINGS NOTED TO REMAIN WITH HAND TOOLS.
4. REMOVE SOIL LUMPS, ROCK, VEGETATION AND/OR DEBRIS LARGER THAN 2 INCHES FROM ALL SUB-GRADE PRIOR TO PLACEMENT OF SPECIFIED TOPSOIL.
5. REMOVE ANY ASPHALT EXTENDING BEYOND 6 INCHES FROM CURBS INTO ADJACENT LANDSCAPE AREAS.
6. PARKING LOT PLANTER ISLANDS TO BE OVER EXCAVATED BY BACKHOE. REMOVE PAVING WASTE, GRAVEL BASE MATERIAL AND UNDERLYING SUBSOIL TO 18 INCHES BELOW TOP OF PAVING. SCARIFY AND OVER EXCAVATE PLANT PIT BOTTOM 12 INCHES TO MINIMIZE STRUCTURAL COMPACTION.

E) TOPSOIL PLACEMENT:
1. PROVIDE A TOTAL FINISH COURSE OF 4 INCHES OF TOPSOIL FOR LANDSCAPE AREAS AND 18/24 INCHES IN PARKING LOT ISLANDS.
2. IN ALL LANDSCAPE AREAS, PLACE 2 INCHES (6 INCHES IN PARKING LOT ISLANDS) OF TOPSOIL MIX WITH AMENDMENTS OVER THE PREPARED SUB-GRADE AND THOROUGHLY ROTOTILL WITH MULTIPLE PASSES INTO THE TOP 6 INCHES OF SUB-GRADE FOR A TOTAL DEPTH OF 8 INCHES IN LANDSCAPE AREAS (12 INCHES IN PARKING LOT ISLANDS). PLACE AN ADDITIONAL 2 INCH LIFT OF TOPSOIL, IN ALL LANDSCAPE AREAS AND A MINIMUM 12 INCH LIFT IN ALL PARKING LOT ISLANDS, FOR THE FINAL TOPSOIL DEPTH OF 4 INCHES IN LANDSCAPE AREAS AND 18/24 INCHES IN PARKING LOT ISLANDS.
3. PLACE ADDITIONAL TOPSOIL AND SOIL MIX AS REQUIRED TO MEET FINISH ELEVATIONS.

ORGANIC MULCH (TOPDRESSING):
ONE-HALF-INCH (1/2") SIZE, TO ONE-QUARTER (1/4"), HEMLOCK/FIR BARK. FINE TEXTURED AND DARK BROWN IN COLOR.

STAKES:
2-INCH DIAMETER BY 8-FOOT MINIMUM LODGEPOLE PINE STAKES.

GUY MATERIAL:
1-INCH WIDE POLYETHYLENE CHAIN LOCK TYPE TIES; OR, 3/8" DIAMETER RUBBER. NO WIRE.

HERBICIDE:
HERBICIDE IS NOT RECOMMENDED FOR THE FIRST YEAR AFTER INSTALLATION.

ANTI-DESICCANT:
"WILT-PROOF," 48 HOURS PRIOR TO SHIPMENT TO SITE FROM JUNE 1 THROUGH SEPTEMBER. THOROUGHLY ROOT WATER PLANTS PRIOR TO DELIVERY. PLANT MATERIAL DELIVERED TO SITE TO BE KEPT CONTINUALLY MOIST THROUGH INSTALLATION.

EXECUTION:

CONTAMINANTS:
VERIFY THAT ALL SOIL CONTAMINANTS (E.G., PAINT, SEALANTS, SOLVENTS, OILS, GREASES, CONCRETE/ASPHALT SPOILS, ETC.) HAVE BEEN SATISFACTORY REMOVED FROM ALL PLANTING AREAS. DO NOT BEGIN WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

FINISH GRADES:
FINE GRADE AND REMOVE ROCKS, DEBRIS, AND FOREIGN OBJECTS OVER 2 INCHES DIAMETER FROM TOP SURFACE OF PREPARED LANDSCAPE AREAS. FINISH ELEVATIONS TO BE DEFINED AS 3 INCHES BELOW CURBS, WALKS AND/OR OTHER ADJACENT HARDSCAPE FOR ALL PLANTING BED AREAS AND 1-INCH BELOW CURBS, WALKS AND/OR OTHER ADJACENT HARDSCAPE FOR ALL LAWN AREAS. FINISH GRADE REFER TO GRADES PRIOR TO INSTALLATION OF MULCH OR LAWN. ALL FINISH GRADES TO BE SMOOTH EVEN GRADES, LIGHTLY COMPACTED, AS SHOWN ON THE PLAN AND DETAILED. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND STRUCTURES. SITE CIVIL DRAWINGS IDENTIFY FINAL ELEVATIONS. MOISTEN PREPARED AREAS BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.

TREES AND SHRUBS:
ARRANGE TREES AND SHRUBS ON SITE IN PROPOSED LOCATIONS PER DRAWINGS. EXCAVATE PIT, PLANT AND STAKE OR GUY, AS CALLED OUT AND DETAILED. ALL TREES, SHRUBS, AND SUPPORTS TO STAND VERTICAL. BACKFILL SHALL BE PIT SPOILS. SETTLE BACKFILL USING WATER ONLY. NO MECHANICAL COMPACTION.

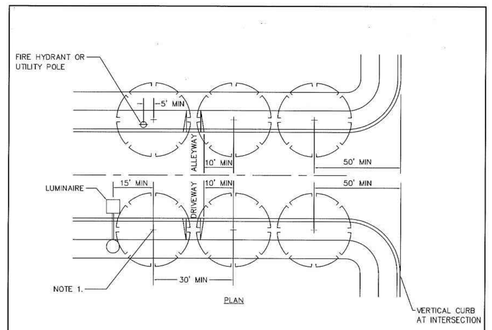
GROUNDCOVERS:
EXCAVATE PITS TO A MINIMUM OF 3 INCHES BELOW, AND TWICE THE ROOT BALL DIAMETER. WATER THOROUGHLY AND TAKE CARE TO ENSURE THAT ROOT CROWN IS AT PROPER GRADE, AS DETAILED.

MULCH:
MULCH ALL LANDSCAPE AREAS NOT COVERED BY LAWN AND/OR SEED. APPLY SUFFICIENT QUANTITY TO PROVIDE A 2-INCH DEPTH.

UTILITY CLEARANCES:
FIELD ADJUST PLANT LOCATIONS FOR 8-FOOT SEPARATION OF TREES/SHRUBS AND 2-FOOT SEPARATION FOR GROUNDCOVER FROM FIRE HYDRANTS AND UTILITY VAULTS.

CLEANUP AND PROTECTION:
DURING LANDSCAPE WORK, KEEP ALL PAVEMENT CLEAN AND WORK AREAS IN AN ORDERLY CONDITION. PROTECT LANDSCAPE WORK AND MATERIALS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND TRESPASSERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIOD. TREAT, REPAIR, OR REPLACE DAMAGE LANDSCAPE WORK AS DIRECTED BY THE OWNER.

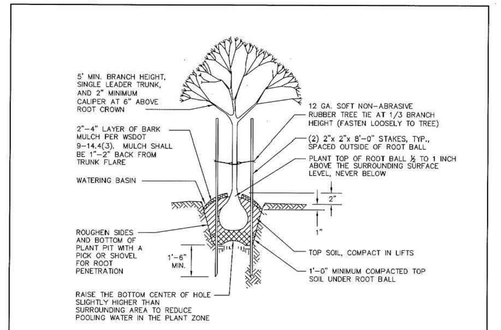
PLANTING MAINTENANCE:
PROVIDE FULL MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLERS. CONTRACTOR TO MAINTAIN PLANTINGS THROUGH COMPLETED INSTALLATION, AND UNTIL ACCEPTANCE OF LANDSCAPE INSTALLATION. PLANTING MAINTENANCE TO INCLUDE WATERING, WEEDING, CULTIVATING, TIGHTENING AND REPAIRING OF TREE GUYS, RESETTING PLANTS TO PROPER GRADES OR POSITION, RE-ESTABLISHING SETTLED GRADES; AND MOWING LAWNS WEEKLY AFTER LAWN ESTABLISHMENT. HERBICIDE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION. INCLUDED IS REPLACEMENT OF DEAD PLANTS AND PLANTS SHOWING LOSS OF 40 PERCENT OR MORE OF CANOPY.



GENERAL NOTES:

1. TREES SHALL GENERALLY BE PLANTED IN THE CENTER OF THE PLANTING STRIPS.
2. TREES SHALL BE STAKED IN A MANNER NOT TO OBSTRUCT SIDEWALK TRAFFIC.
3. IN CASE OF BLOCK-OUTS, MIN. CLEAR SIDEWALK WIDTH SHALL BE 5 FEET IN RESIDENTIAL OR 8 FEET IN BUSINESS DISTRICTS.
4. TREES SHALL BE PLANTED A MINIMUM OF 5 FEET FROM UNDERGROUND UTILITIES AND 15 FEET FROM STREET LIGHTS.
5. TREES SHALL NOT BE PLANTED WITHIN THE CLEAR ZONE SIGHT TRIANGLE.
6. FOR ADDITIONAL REQUIREMENTS, SEE SECTION 5.7 OF THE PUBLIC WORKS STANDARDS AND DWG. NO. 5.7-2.

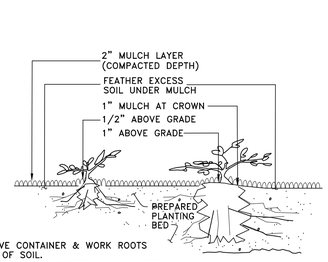
CITY OF DUPONT			
STREET TREE STANDARDS			
APPROVED: _____ CITY OF DUPONT		DATE 9/21/11	DWG. NO. 5.7-1
DATE: 9/11	DRWN: L.G.	CHKD: T.N.	SCALE: NO SCALE



GENERAL NOTES:

1. PLANT ALL TREES ONE INCH HIGHER THAN LEVEL AT WHICH GROWN IN NURSERY.
2. TAKE CARE TO AVOID ROOTS WITH STAKES.
3. PLANT PIT SHALL BE AT LEAST 2 TIMES THE WIDTH OF THE ROOT BALL, BUT SHALL BE ONLY AS DEEP AS THE ROOT BALL.
4. ROOT BARRIER SHALL BE INSTALLED A MINIMUM OF 5' EACH SIDE OF CENTER OF ROOT BALL AT OR BELOW HARDSCAPE SURFACE ADJACENT TO CURBS AND PAVED SURFACES. ROOT BARRIER SHALL BE NDS PANEL EP-2450 (24"H X 24'L), OR CITY APPROVED EQUAL, INSTALLED PER MANUFACTURERS SPECIFICATIONS.
5. REMOVE ALL TAGS, WIRES, STRING, STRAPS, BURLAP, AND WIRE BASKETS FROM THE ROOT BALL. BEFORE PLANTING.
6. STAKING AND GUYING WIRES SHALL BE REMOVED AFTER (1) YEAR, FOLLOWING INSPECTION FOR VIGOR. REPLACE AS REQUIRED.
7. THE CITY SHALL APPROVE ALL STREET TREES AND PLANTING LOCATIONS ON SITE PRIOR TO PLANTING.
8. FOR ADDITIONAL REQUIREMENTS, SEE SECTION 5.7 AND DWG. NO. 5.7-1 OF THE PUBLIC WORKS STANDARDS.

CITY OF DUPONT			
STREET TREE PLANTING AND STAKING DETAIL			
APPROVED: _____ CITY OF DUPONT		DATE 9/21/11	DWG. NO. 5.7-2
DATE: 9/11	DRWN: E.S.T.	CHKD: D.J.M.	SCALE: NO SCALE



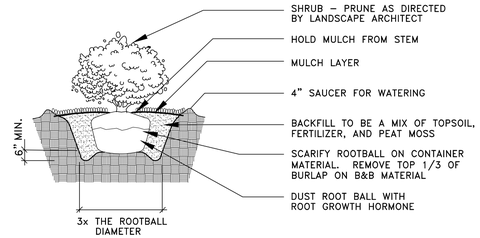
NOTE:
REMOVE CONTAINER & WORK ROOTS FREE OF SOIL.
BACKFILL TO BE SETTLED USING WATER ONLY
SEE PLANT LIST FOR PLANT SPACING

LESS THAN 1 GAL. (PLANTED BEFORE MULCH)

1 GAL. CONTAINER and LARGER (PLANTED BEFORE MULCH)

GROUNDCOVER PLANTING DETAIL

NOT TO SCALE



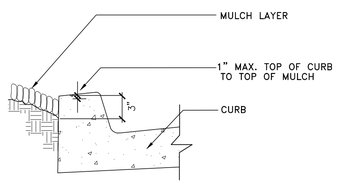
NOTE:
APPLY ADDITIONAL 4 OZ. 8-32-16 FERTILIZER INTO TOP 2" OF PLANTING MIX.

PLANT SHRUB HIGH ENOUGH TO ALLOW POSITIVE DRAINAGE AWAY FROM ROOTBALL. ROUGHEN ALL SURFACES OF PIT.

CUT AND REMOVE BURLAP FROM ROOT BALL

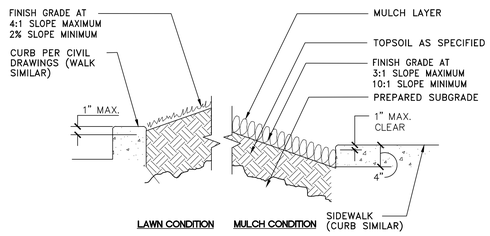
SHRUB PLANTING DETAIL

NOT TO SCALE



MULCH AT CURB DETAIL

NOT TO SCALE



PLANTER SECTION DETAIL

NOT TO SCALE

CALL 1-800-424-5555
BEFORE YOU DIG

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No.	Date	By	Ckd.	Appr.	Revision
1	06/04/18	DAB	DAB	BMS	REVISED PER REVIEW COMMENTS DATED JUNE 01, 2018

Title: LANDSCAPE NOTES AND DETAILS

HOFFMAN HILL TRACT O

For:

LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

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Designed	JMV	Checked	JMV
Drawn	JMV	Approved	BMS
		Date	7/27/18

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES
BARGHAUSEN CONSULTING ENGINEERS, INC.

Job Number 18391

Sheet 10 of 11

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DESIGN NOTES
Reference: Barghausen Consulting Engineering, Inc., Grading and Retaining Wall plan, dated April, 2017

The following design assumptions were used:
Internal angle of friction for reinforced soil = 32 degrees (design only)
Unit weight of reinforced soil = 125 pcf
Maximum wall height = 12.00 feet
Batter of wall = 1H : 10V

TECHNICAL SPECIFICATIONS FOR MECHANICALLY STABILIZED LOCK & LOAD RETAINING WALLS

GENERAL

A. The work involves the supply and installation of soil-reinforced retaining walls. The Concrete Panels and Counterforts will consist of Lock & Load Stone. Counterforts and Geogrid are the types of soil reinforcement. The work will include, but is not limited to:
- A-1 excavation to the grades shown on the civil drawings
- A-2 supply and installation of geogrid reinforcement
- A-3 supply and installation of drainage fill and piping
- A-4 supply and installation of segmental Lock & Load Stones
- A-5 supply and installation of retained and reinforced soil fill

B. The walls shall be installed on undisturbed Native Soils or Structural Fill as appropriate.

MATERIALS

A. Concrete Panels and Counterforts are locked together to form a "Stone". The retaining walls have been designed on the basis of Lock & Load Retaining Wall "Stones". "Stones" are to be purchased from a licensed Lock & Load manufacturer. The Lock & Load trademark on each pallet identifies Lock & Load products.

B. Information on the purchase of Lock & Load products can be obtained through:

LOCK+LOAD Retaining Walls, Ltd.
Telephone: (604) 732-9990
Website: www.lock-load.com

C. Geogrid - Structural geogrid reinforcement shall consist of Mirafi 5XT or 8XT, an alternative as approved by the Geotechnical Engineer with a minimum long-term design strength of 2,575 lb/ft or 4,055 lb/ft, respectively.

D. Drainage Fill - Drainage Fill placed around and above the perforated drainage pipe shall consist of round or angular 3/4-inch to 1-inch "clean" rock.

E. Face Gravel - 3/4-inch clean crushed rock or approved equivalent by the Geotechnical Engineer.

F. Reinforced and Retained Backfill - Suitable granular material approved by the Geotechnical Engineer. Fines shall not exceed 25 percent.

G. Leveling Course - The Leveling Course shall consist of angular, crushed aggregate with maximum size of 3/4 inch. The Leveling Course Fill may be single size or may be well graded containing a maximum of 5% passing the No. 200 sieve.

EXECUTION

A. Contractor shall excavate to the lines and grades shown on the construction drawings. The Geotechnical Engineer should observe the excavation prior to the placement of the leveling material or fill soils.

B. Over-excavation of deleterious soils or rock shall be replaced with material meeting the specifications described in Materials Section "F" above. The material shall be compacted to 95% of ASTM D1557 (Modified Proctor) and shall be at (or slightly above) the optimum moisture content.

C. The first course of concrete Lock & Load "Stones" shall be placed on the Leveling Course and the alignment and level shall be checked.

D. "Stones" shall be placed with the top of the panel level and parallel to the wall face. The Counterfort Base shall be installed horizontal and perpendicular to the face of the retaining wall.

E. Geogrid shall be oriented with the highest strength axis perpendicular to wall alignment.

F. Geogrid reinforcement shall be placed at the levels and to the lengths shown on the drawings and shall begin at the back of the Lock & Load Panels.

G. The geogrid shall be laid horizontally in the direction perpendicular to the face of the retaining wall. The geogrid shall be pulled taut, free of wrinkles, and anchored prior to backfill placement on the geogrid.

H. The geogrid reinforcement shall be continuous throughout respective embedment lengths. Spliced connections between shorter pieces of geogrid are not permitted.

I. The drainage pipe discharge points shall be connected to an approved system.

J. Reinforced and Retained Backfill shall be placed, spread, and compacted in such a manner that minimizes the development of slack in the geogrid.

K. Reinforced and Retained Backfill shall be placed and compacted in lifts not to exceed 8 inches where hand-compaction equipment is used and not more than 12 inches where heavy compaction equipment is used. Compaction should occur over the tail of the Counterfort prior to areas away from the retaining wall. Hand-operated vibratory plate compaction equipment (700 lb. to 1,000 lb.) shall be used to compact the face gravel at wall face.

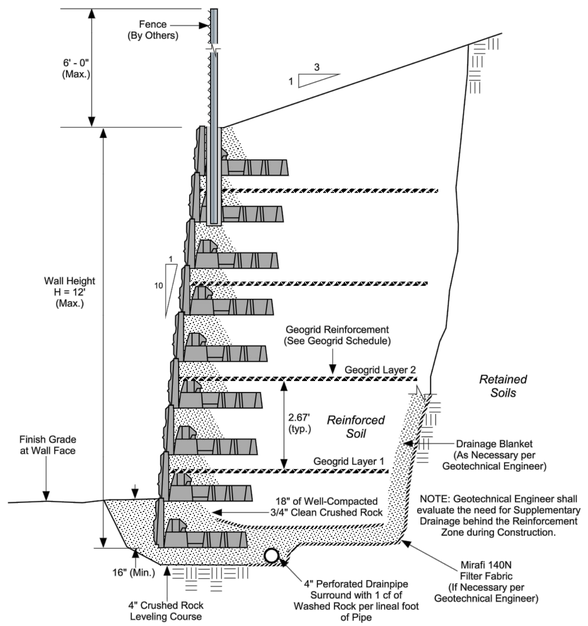
L. Reinforced and Retained Backfill shall be compacted to 95% of the maximum density as determined by ASTM D1557 (Modified Proctor) or equivalent. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be at (or slightly above) the optimum moisture content.

M. Hand-operated compaction equipment (700 lb. to 1,000 lb.) shall be used within 26 inches of the front face of the concrete facing.

N. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid.

O. Rubber-tired equipment may pass over the geogrid reinforcement at speeds less than 10 mph. Sudden braking and sharp turning shall be avoided.

P. At the end of each day of operation, the contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.



TYPICAL WALL SECTION

NOT - TO - SCALE

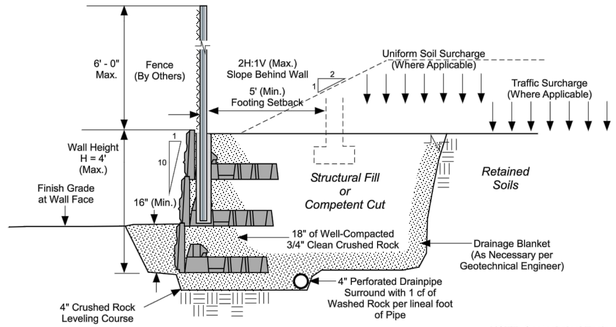
GEOGRID SCHEDULE

# of Panels	Wall Height (feet)	Geogrid Length (feet)	Layers									
			1	2	3	4	5	6	7	8	9	10
3	4.00	5.00	A	-	-	-	-	-	-	-	-	-
4	5.33	6.00	A	A	-	-	-	-	-	-	-	-
5	6.67	7.00	A	A	-	-	-	-	-	-	-	-
6	8.00	8.00	B	A	A	-	-	-	-	-	-	-
7	9.33	9.00	B	A	A	-	-	-	-	-	-	-
8	10.67	11.00	B	B	A	A	-	-	-	-	-	-
9	12.00	13.00	B	B	A	A	-	-	-	-	-	-

GEOGRID: A = Mirafi 5XT
B = Mirafi 8XT

NOTES

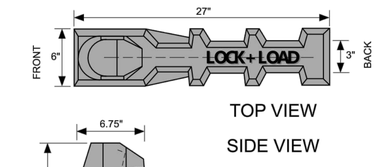
1. Wall alignments and heights to be established by Contractor / Surveyor.
2. Geotechnical Engineer to confirm Keyway stability, support characteristics, and overall global stability prior to construction.



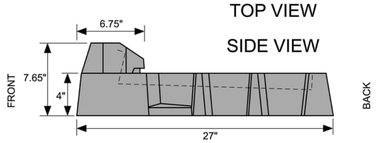
NOTE: Geotechnical Engineer shall evaluate the need for Supplementary Drainage behind the Reinforcement Zone during Construction.

GRAVITY WALL CONDITION
H = 4' (MAX.)

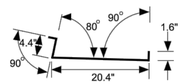
NOT - TO - SCALE



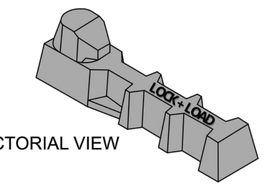
TOP VIEW



SIDE VIEW



REINFORCEMENT BAR
BENDING DETAIL



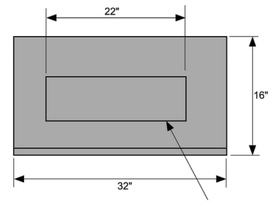
PICTORIAL VIEW

NOTES:

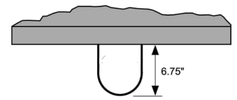
1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale from drawings.

LOCK & LOAD COUNTERFORT

NOT - TO - SCALE

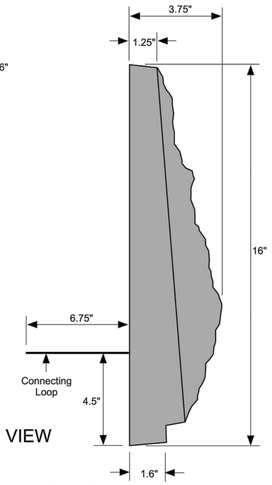


FRONT VIEW



TOP VIEW

Poly Fiber Reinforced
1 1/2" fiber (4 lb./yard)
6,000 psi concrete
Casting Tolerance



SIDE VIEW

NOTES:

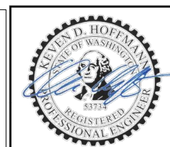
1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale from drawings.

LOCK & LOAD PANEL

NOT - TO - SCALE

"APPROVED FOR CONSTRUCTION"
BY: _____
DATE: _____
CITY OF DUPONT

"THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF 12 MONTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE RIGHT TO MAKE MODIFICATIONS SHOULD CONSTRUCTION BE DELAYED BEYOND THIS TIME LIMIT. THE CITY, BY APPROVING THESE DOCUMENTS, IN NO WAY WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMISSIONS."



05/03/2017

Lock & Load Wall Design and Notes
HOFFMAN HILLS
DuPont, Washington

Earth Solutions NW LLC
Geotechnical Engineering Construction Monitoring and Environmental Sciences

Revisions	Date

Proj. No.	5142
Date	05/02/2017
Drwn. By	MRS
Checked By	BST

Sheet No.
Sheet W1 of 11

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HOFFMAN HILL

DUPONT, WA

06-27-18

Kevin L. Crook
Architect
Inc
PLANNING + ARCHITECTURE

LENNAR®

Attachment 9. Floor plans and Building Elevations dated June 27, 2018 (Kevin L Crook Architect Inc.)



LOTS 1-14



LOTS 14-28

HOFFMAN HILL STREET SCENE

06-27-18

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HOFFMAN HILL

DUPONT, WA

Kevin L. Crook Architect Inc
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LOTS 1-28

HOFFMAN HILL STREET SCENE

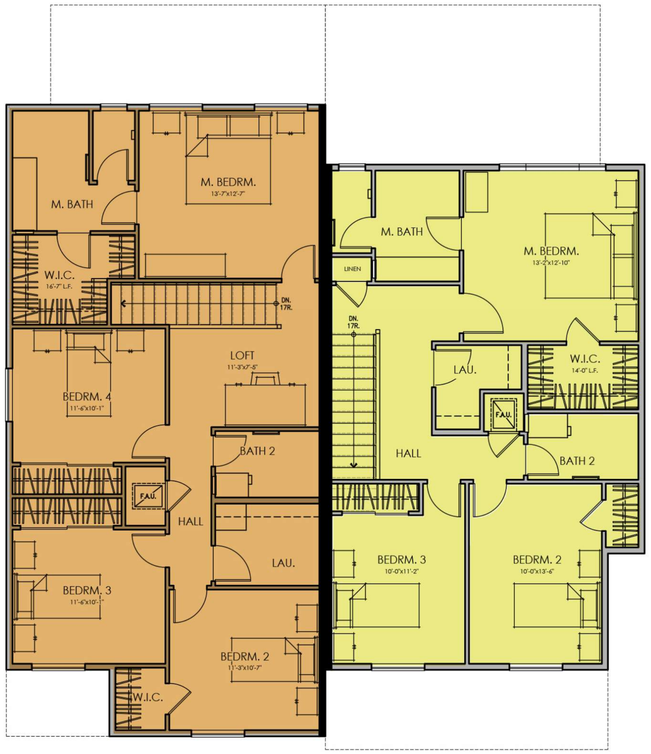
06-27-18

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SECOND FLOOR PLAN

LIGHTING

CARRIAGE LIGHTS (L.E.D.) +78" A.F.F. U.N.O.

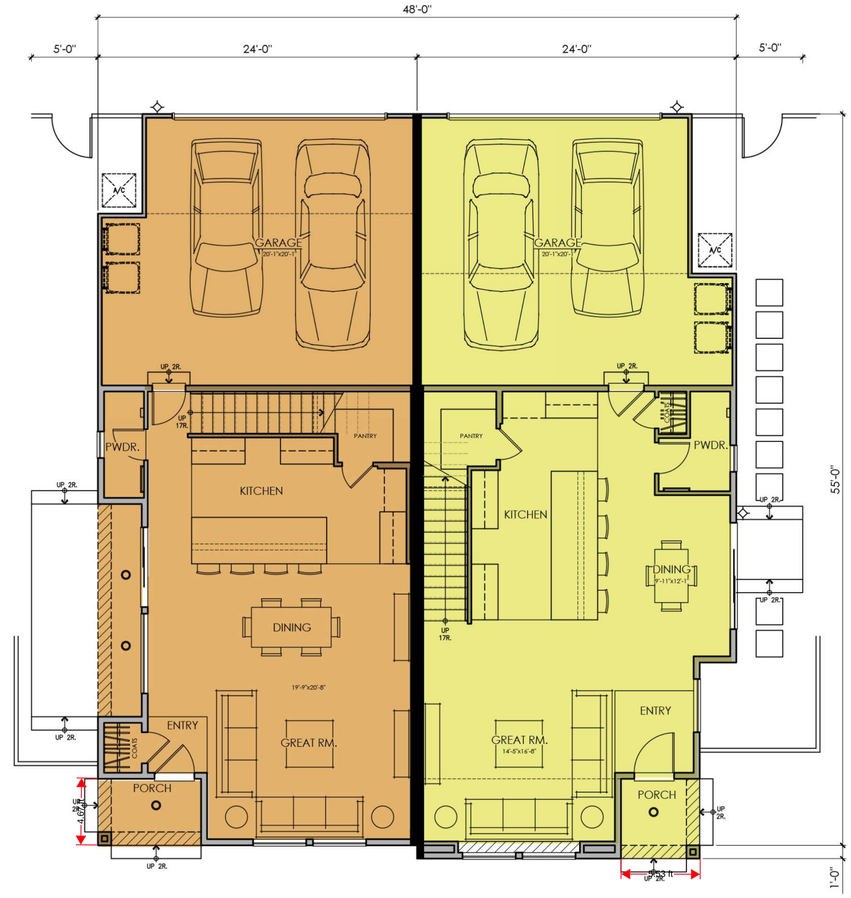
LIGHT FIXTURE (L.E.D.) – RECESSED CEILING–MOUNTED

AREA TABULATION PLAN 1604

CONDITIONED SPACE	
FIRST FLOOR AREA	760 SQ. FT.
SECOND FLOOR AREA	844 SQ. FT.
TOTAL DWELLING	1,604 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	459 SQ. FT.
PORCH	36 SQ. FT.

AREA TABULATION PLAN 1793

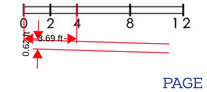
CONDITIONED SPACE	
FIRST FLOOR AREA	736 SQ. FT.
SECOND FLOOR AREA	1,057 SQ. FT.
TOTAL DWELLING	1,793 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	465 SQ. FT.
PORCH	39 SQ. FT.
YARD	133 SQ. FT.



FIRST FLOOR PLAN

PLAN 1793
4 BEDROOM
2.5 BATH

PLAN 1604
3 BEDROOM
2.5 BATH



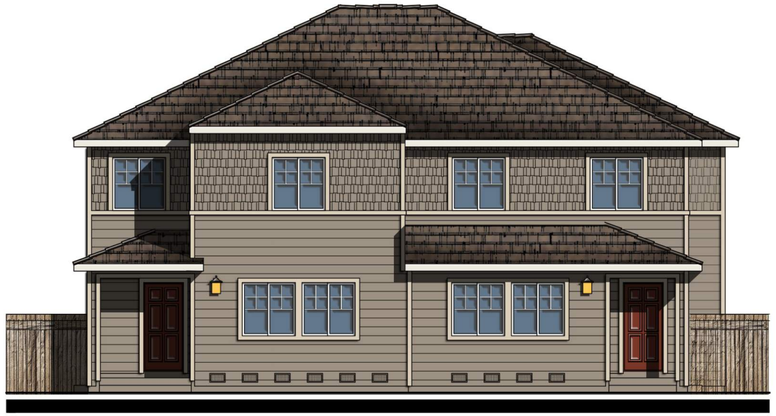
FLOOR PLANS

06-27-18

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DUPONT, WA

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Refer to landscape drawings for wall, tree, and shrub locations

UNIT 1793 UNIT 1604

FRONT



UNIT 1604

RIGHT



UNIT 1604 UNIT 1793

REAR



UNIT 1793

LEFT ELEVATION

PLAN 1793 - 1604

"A" ELEVATION

0 2 4 8 12

ELEVATIONS

06-27-18

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Refer to landscape drawings for wall, tree, and shrub locations

UNIT 1793 UNIT 1604

FRONT



UNIT 1604

RIGHT



UNIT 1604 UNIT 1793

REAR



UNIT 1793

LEFT ELEVATION

PLAN 1793-1604
"B" ELEVATION

ELEVATIONS

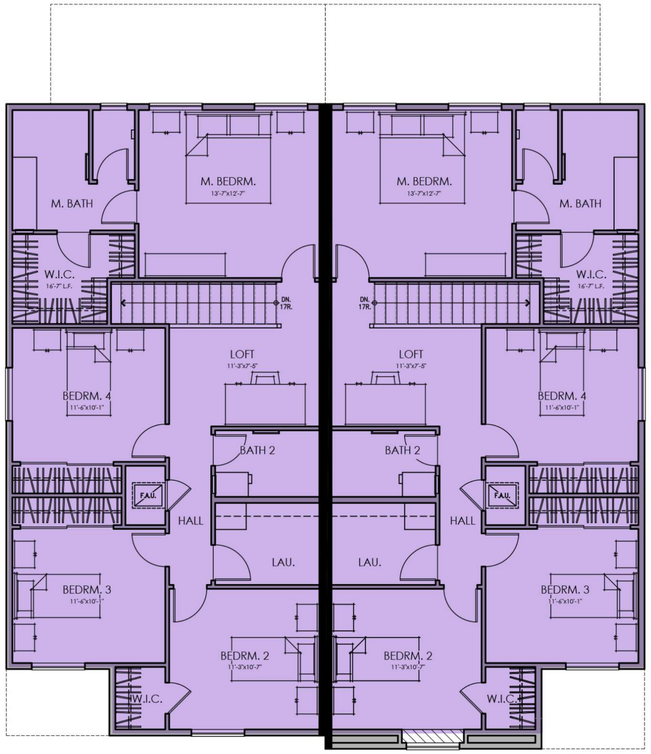
0 2 4 8 12

06-27-18

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SECOND FLOOR PLAN

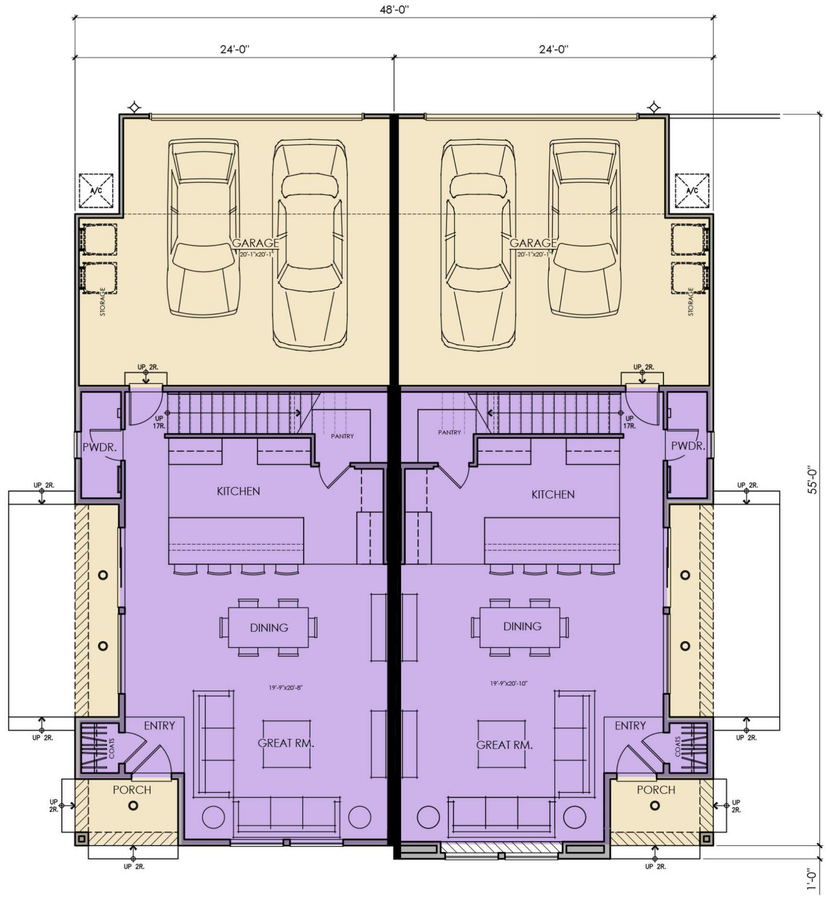
LIGHTING

CARRIAGE LIGHTS (L.E.D.) +78" A.F.F. U.N.O.

LIGHT FIXTURE (L.E.D.) – RECESSED CEILING–MOUNTED

AREA TABULATION PLAN 1793

CONDITIONED SPACE	
FIRST FLOOR AREA	736 SQ. FT.
SECOND FLOOR AREA	1,057 SQ. FT.
TOTAL DWELLING	1,793 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	465 SQ. FT.
PORCH	39 SQ. FT.
YARD	133 SQ. FT.



FIRST FLOOR PLAN

PLAN 1793
4 BEDROOM, 2.5 BATH

FLOOR PLANS

0 2 4 8 12

06-27-18

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Refer to landscape drawings for wall, tree, and shrub locations

UNIT 1793 UNIT 1793

FRONT



UNIT 1793

RIGHT



UNIT 1793 UNIT 1793

REAR



UNIT 1793

LEFT ELEVATION

PLAN 1793 - 1793
"A" ELEVATION

ELEVATIONS

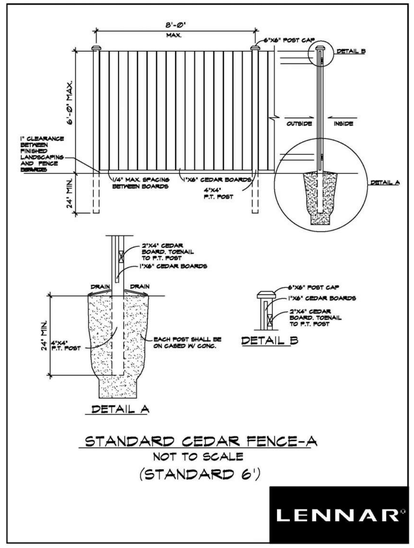
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06-27-18

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JOB #17036



TYPICAL FENCING



TYPICAL WALL MOUNT
CARRIAGE LIGHT

GENERAL NOTES

A. Rockery construction shall be performed in accordance with the Associated Rockery Contractor Guidelines.

B. Rockery construction is a craft. The skill and experience of the builder will largely dictate the success of the construction.

C. A rockery is a protective system with respect to weathering and erosion processes on an exposed soil face.

D. Maximum inclination of the slopes above and in front of rockeries should be 2H : 1V (Horizontal : Vertical).

E. Minimum thickness of filter drain rock shall be 12 to 18 inches as specified.

F. Rockeries should be installed under periodic or full-time observation by the Geotechnical Engineer as appropriate.

G. The long dimension of the rocks should extend back towards the cut or fill face to provide maximum stability.

H. Rocks should be placed to avoid continuous joint planes in vertical or lateral directions. Each rock should bear on two or more rocks below it, with good flat-to-flat contact.

I. For Fill Rockeries, it is imperative that Structural Fill compaction extend all the way to the back of the Rockery and Filter Drain Rock Zone. Reduced lift thickness and light compaction equipment may be required to fully achieve the required compaction.

J. The following design assumptions were used:

- Internal angle of friction for reinforced soil = 32 degrees
- Unit weight of reinforced soil = 125 pcf
- Maximum reinforced fill rockery height = 8 feet
  Maximum native cut rockery height = 7 feet
- Batter of rockery = 1H : 6V
- Surcharges = 250 psf Uniform Slope Surcharge (where applicable)
  or 2500lb. Footing Strip Load

Size	Approximate Weight (lbs.)	Approximate Diameter (in.)
1 Man	50 - 200	12 - 18
2 Man	200 - 700	18 - 28
3 Man	700 - 2000	28 - 36
4 Man	2000 - 4000	36 - 48
5 Man	4000 - 6000	48 - 54
6 Man	6000 - 8000	54 - 60

NATIVE CUT ROCKERY

A. The Geotechnical Engineer shall observe cuts for the rockery. Additional flattening of cuts may be recommended by the Geotechnical Engineer depending on the soil and groundwater conditions observed. Where Native Cuts do not expose competent Native Soils, additional excavation, as well as addition of reinforcement and Compacted Structural Fill, may be necessary.

FIELD QUALITY CONTROL

A. The rockery construction shall be observed by the Geotechncial Engineer on a periodic or full-time basis as appropriate. Testing of the compacted backfill shall be performed by the Geotechnical Engineer.

B. Quality assurance shall include foundation soil inspection, soil and backfill testing, verification of design parameters, and observation of construction for general compliance with design drawings and specifications.

GEOGRID SOIL REINFORCEMENT

A. Structural geogrid reinforcement shall consist of Mirafi 5XT, or an alternative as approved by the Geotechnical Engineer. Alternate must be approved prior to the construction of the rockery.

STRUCTURAL FILL

A. Structural Fill shall consist of granular well-graded material with a fines content less than 25 percent (percent passing the #200 sieve based on the minus three-quarter inch fraction). Some rockery applications may require the use of "select" free-draining Structural Fill Material. Structural Fill Material shall be approved and tested by the Geotechncial Engineer.

STRUCTURAL GEOGRID INSTALLATION

A. Geogrid shall be oriented with the highest strength axis perpendicular to the rockery alignment.

B. Geogrid Reinforcement shall be placed at the strengths, lengths, and elevations shown on the construction design drawings or as directed by the Geotechnical Engineer.

C. The geogrid shall be laid horizontally on compacted backfill and extend to the back of the rockery. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.

D. Geogrid Reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps between adjacent pieces of geogrids are not permitted.

E. Length of Reinforcement shall be equal to the rockery height.

REINFORCED BACKFILL PLACEMENT

A. Reinforced Backfill shall be placed, spread, and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage.

B. Reinforced Backfill shall be placed and compacted in lifts not to exceed 6 inches where hand compaction is used, or 8 to 10 inches where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density as required.

C. Reinforced Backfill shall be compacted to 95% of the maximum density as determined by ASTM D1557. The moisture content of the backfill material prior to and during compaction shall be at or near the optimum moisture content.

D. The required compaction shall extend all the way to the back of the Rockery and Filter Drain Rock Zone.

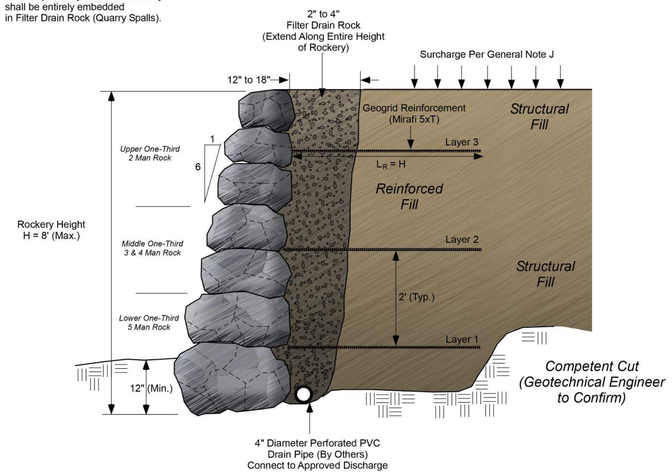
E. Only lightweight hand-operated equipemnt shall be allowed within 3 feet of the back of the rockery.

F. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid.

G. Rubber tired equipment may pass over geogrid reinforcement at speeds less than 10 mph. Sudden braking and sharp turning shall be avoided.

H. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the rockery to direct runoff away from wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

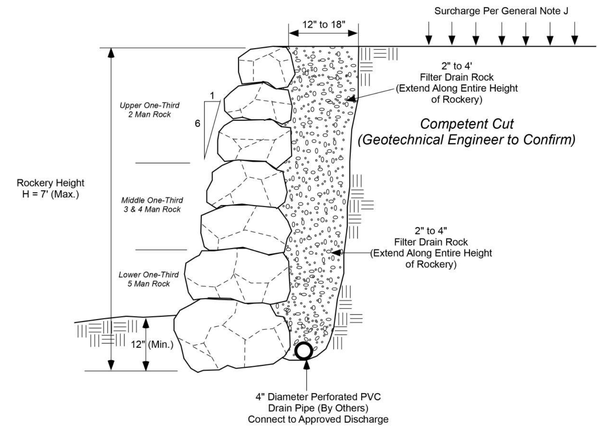
NOTE: Fence Support Posts located in close proximity to back of rockery shall be entirely embedded in Filter Drain Rock (Quarry Spalls).



ENGINEERED FILL ROCKERY DETAIL

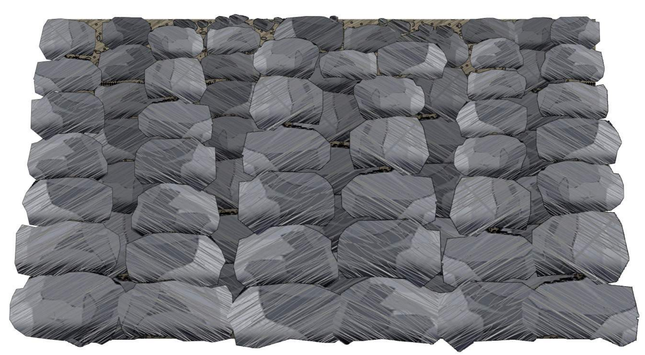
NOT - TO - SCALE

NOTE: Fence Support Posts located in close proximity to back of rockery shall be entirely embedded in Filter Drain Rock (Quarry Spalls).



NATIVE CUT ROCKERY DETAIL

NOT - TO - SCALE



FRONT ELEVATION

NOT - TO - SCALE

Rockery Designs and Notes
ADDISON PARK
Renton, Washington

Earth Solutions NW, LLC
Geotechnical Engineering, Construction Monitoring and Environmental Sciences

Revisions	Date

Proj. No.	3953.03
Date	09/16/2016
Drwn. By	MRS
Checked By	CGH

Plate
R1

RAYMOND A. DOUGLAS
STATE OF WASHINGTON
36018
REGISTERED
PROFESSIONAL ENGINEER
9/16/16

Exterior Colors

EVERYTHING'S INCLUDED®

Alpine Strawberry

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Keystone Gray SW 7504

SHAKE OR BOARD & BATTEN
Status Bronze SW 7034

TRIM
Stucco SW 7569

ARCHITECTURAL ROOFING
Weathered Wood



FRONT DOOR, SHUTTERS & ACCENTS
Roycroft Copper Red SW 2839

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Exterior Colors

EVERYTHING'S INCLUDED®

Aster

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Adaptive Shade SW 7053

SHAKE OR BOARD & BATTEN
Analytical Gray SW 7051

TRIM
Suitable Brown SW 7054

ARCHITECTURAL ROOFING
Weathered Wood



FRONT DOOR, SHUTTERS & ACCENTS
Plum Brown SW 6272

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Exterior Colors

EVERYTHING'S INCLUDED®

Bluebell

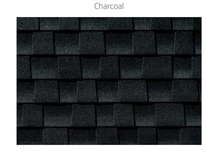
A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Sticks & Stones SW 7503

SHAKE OR BOARD & BATTEN
Manor House SW 7505

TRIM
Alabaster SW 7008

ARCHITECTURAL ROOFING
Charcoal



FRONT DOOR, SHUTTERS & ACCENTS
Labradorite SW 7619

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Exterior Colors

EVERYTHING'S INCLUDED®

Buttercup

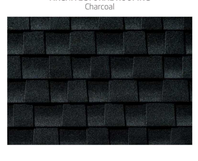
A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Skyline Steel SW 1015

SHAKE OR BOARD & BATTEN
Sticks & Stones SW 7503

TRIM
Manor House SW 7505

ARCHITECTURAL ROOFING
Charcoal



FRONT DOOR, SHUTTERS & ACCENTS
Sunbeam Yellow SW 0078

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Exterior Colors

EVERYTHING'S INCLUDED®

Dahlia

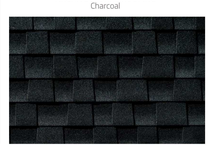
A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Grizzle Gray SW 7068

SHAKE OR BOARD & BATTEN
Birdseye Maple SW 2834

TRIM
Natural Choice SW 7011

ARCHITECTURAL ROOFING
Charcoal



FRONT DOOR, SHUTTERS & ACCENTS
Black Magic SW 6991

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Exterior Colors

EVERYTHING'S INCLUDED®

English Ivy

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Stone Lion SW 7507

SHAKE OR BOARD & BATTEN
Backdrop SW 7025

TRIM
Alabaster SW 7008

ARCHITECTURAL ROOFING
Weathered Wood



FRONT DOOR, SHUTTERS & ACCENTS
Rock Garden SW 6195

Attachment 10. Lennar Exterior Building Materials and Colors

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Grape Hyacinth

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Analytical Gray SW 7051

SHAKE OR BOARD & BATTEN
Adaptive Shade SW 7053

TRIM
Alabaster SW 7008

FRONT DOOR, SHUTTERS & ACCENTS
Plum Brown SW 6272

ARCHITECTURAL ROOFING
Charcoal



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Mountain Larkspur

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Tin Lizzie SW 9163

SHAKE OR BOARD & BATTEN
Sea Serpent SW 7615

TRIM
Natural Choice SW 7011

FRONT DOOR, SHUTTERS & ACCENTS
Hubbard Squash SW 0044

ARCHITECTURAL ROOFING
Charcoal



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Orchid

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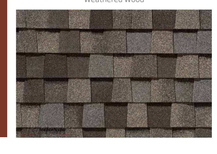
BODY & GARAGE DOOR
Studio Taupe SW 7549

SHAKE OR BOARD & BATTEN
Stucco SW 7569

TRIM
Status Bronze SW 7034

FRONT DOOR, SHUTTERS & ACCENTS
Roycroft Copper Red SW 2839

ARCHITECTURAL ROOFING
Weathered Wood



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Pinedrops

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Svelte Sage SW 6164

SHAKE OR BOARD & BATTEN
Believable Buff SW 6120

TRIM
Creamy SW 7012

FRONT DOOR, SHUTTERS & ACCENTS
Eclipse SW 6166

ARCHITECTURAL ROOFING
Weathered Wood



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Poppy

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Backdrop SW 7025

SHAKE OR BOARD & BATTEN
Stone Lion SW 7507

TRIM
Alabaster SW 7008

FRONT DOOR, SHUTTERS & ACCENTS
Rookwood Dark Red SW 2801

ARCHITECTURAL ROOFING
Weathered Wood



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Snowberry

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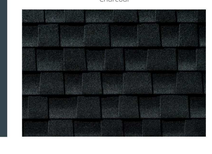
BODY & GARAGE DOOR
Chelsea Gray SW 2850

SHAKE OR BOARD & BATTEN
Westchester Gray SW 2849

TRIM
Pure White SW 7005

FRONT DOOR, SHUTTERS & ACCENTS
Gale Force SW 7605

ARCHITECTURAL ROOFING
Charcoal



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Exterior Colors

EVERYTHING'S INCLUDED

Vanilla Leaf

A Sherwin Williams color scheme made exclusively for Lennar Seattle

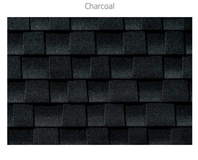
BODY & GARAGE DOOR
Muslin SW 6133

SHAKE OR BOARD & BATTEN
Ethereal Mood SW 7639

TRIM
Porpoise SW 7047

FRONT DOOR, SHUTTERS & ACCENTS
Wall Street SW 7665

ARCHITECTURAL ROOFING
Charcoal



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Exterior Colors

EVERYTHING'S INCLUDED

Wild Ginger

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Westchester Gray SW 2849

SHAKE OR BOARD & BATTEN
Gale Force SW 7605

TRIM
Pure White SW 7005

FRONT DOOR, SHUTTERS & ACCENTS
Roycroft Adobe SW 0040

ARCHITECTURAL ROOFING
Charcoal



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Exterior Colors

EVERYTHING'S INCLUDED

Windflower

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Barcelona Beige SW 7530

SHAKE OR BOARD & BATTEN
Smokehouse SW 7040

TRIM
Natural Choice SW 7011

FRONT DOOR, SHUTTERS & ACCENTS
Silvermist SW 7621

ARCHITECTURAL ROOFING
Weathered Wood



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Exterior Colors

EVERYTHING'S INCLUDED

Woodland Star

A Sherwin Williams color scheme made exclusively for Lennar Seattle

BODY & GARAGE DOOR
Eclipse SW 6166

SHAKE OR BOARD & BATTEN
Grassland SW 6163

TRIM
Creamy SW 7012

FRONT DOOR, SHUTTERS & ACCENTS
Chateau Brown SW 7510

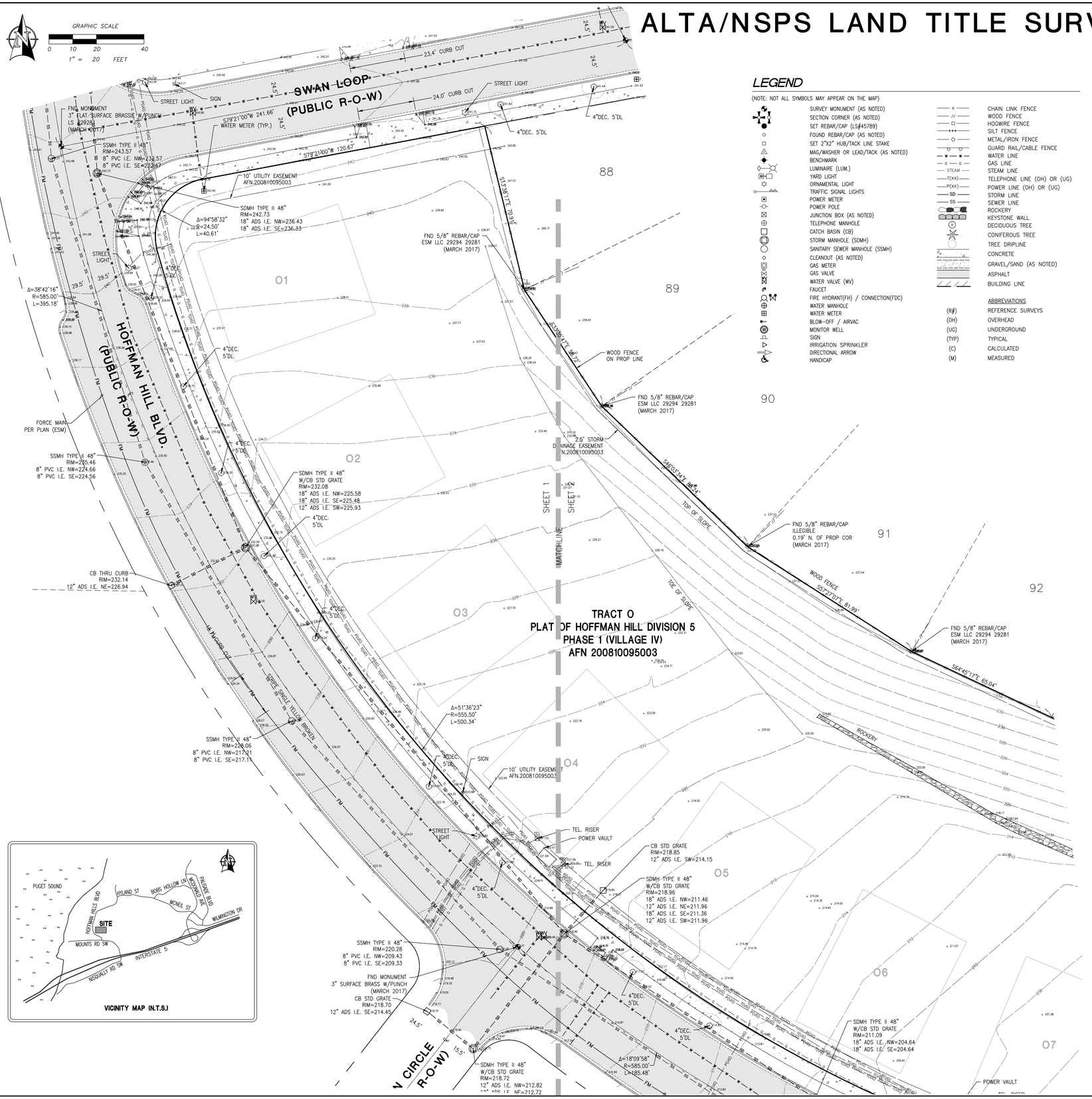
ARCHITECTURAL ROOFING
Charcoal



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ALTA/NSPS LAND TITLE SURVEY



LEGEND

(NOTE: NOT ALL SYMBOLS MAY APPEAR ON THE MAP)

SURVEY MONUMENT (AS NOTED)	CHAIN LINK FENCE
SECTION CORNER (AS NOTED)	WOOD FENCE
SET REBAR/CAP (LS#45789)	HOGWIRE FENCE
FOUND REBAR/CAP (AS NOTED)	SILT FENCE
SET 2"X2" HUB/TACK LINE STAKE	METAL/IRON FENCE
MAG/WASHER OR LEAD/TACK (AS NOTED)	GUARD RAIL/CABLE FENCE
BENCHMARK	WATER LINE
LUMINAIRE (LUM.)	GAS LINE
YARD LIGHT	STEAM LINE
ORNAMENTAL LIGHT	TELEPHONE LINE (OH) OR (UG)
TRAFFIC SIGNAL LIGHTS	POWER LINE (OH) OR (UG)
POWER METER	STORM LINE
POWER POLE	SEWER LINE
JUNCTION BOX (AS NOTED)	ROCKERY
TELEPHONE MANHOLE	KEYSTONE WALL
CATCH BASIN (CB)	DECIDUOUS TREE
STORM MANHOLE (SDMH)	CONIFEROUS TREE
SANITARY SEWER MANHOLE (SSMH)	TREE DRIPLINE
CLEANOUT (AS NOTED)	CONCRETE
GAS METER	GRAVEL/SAND (AS NOTED)
GAS VALVE	ASPHALT
WATER VALVE (WV)	BUILDING LINE
FAUCET	
FIRE HYDRANT(FH) / CONNECTION(FDC)	ABBREVIATIONS
WATER MANHOLE	(R&) REFERENCE SURVEYS
WATER METER	(OH) OVERHEAD
BLOW-OFF / AIRVAC	(UG) UNDERGROUND
MONITOR WELL	(TYP) TYPICAL
SIGN	(C) CALCULATED
IRRIGATION SPRINKLER	(M) MEASURED
DIRECTIONAL ARROW	
HANDICAP	

SURVEY INFORMATION:

HORIZONTAL DATUM / BASIS OF BEARING: NAD83/91
HORIZONTAL DATUM FOR THIS SURVEY IS NAD83/11 PER WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR POSITION AND A LINE BETWEEN SAID MONUMENT ID NO. 766 AND MONUMENT ID NO. 5552 WAS HELD FOR ROTATION, BEING NORTH 70°18'25" EAST.

VERTICAL DATUM: NAVD29
VERTICAL DATUM FOR THIS PROJECT IS NGVD29 PER CONVERTED WSDOT. WSDOT MONUMENT ID NO. 766 WAS HELD FOR ELEVATION, BEING 245.45' (NGVD29)

THE CONVERSION FORMULA USED WAS NGVD29 = NAVD88 – 3.447'

REFERENCE SURVEYS:
1. MADERA V (NORTH) AT NORTHWEST LANDING, A CONDOMINIUM, SURVEY MAP AND PLANS A.F.N. 200912295001, PIERCE COUNTY, WASHINGTON.

2. MADERA V (CENTRAL) AT NORTHWEST LANDING, A CONDOMINIUM, SURVEY MAP AND PLANS A.F.N. 200912295002, PIERCE COUNTY, WASHINGTON.

3. MADERA V (SOUTH) AT NORTHWEST LANDING, A CONDOMINIUM, SURVEY MAP AND PLANS A.F.N. 200912295003, PIERCE COUNTY, WASHINGTON.

4. PLAT OF HOFFMAN HILL DIVISION 5, AFN. 200810095003, PIERCE COUNTY, WASHINGTON.

DATES OF SURVEY:
FIELD SURVEY BY BARGHAUSEN CONSULTING ENGINEERS, INC. CONDUCTED IN MARCH, 2017. ALL MONUMENTS SHOWN AS FOUND WERE VISITED IN MARCH, 2017 UNLESS OTHERWISE NOTED.

ASSESSORS PARCEL NUMBERS:

9009340090	3400 TO 3598 HOFFMAN HILL BLVD UNIT 01
9009340100	3400 TO 3598 HOFFMAN HILL BLVD UNIT 02
9009340110	3400 TO 3598 HOFFMAN HILL BLVD UNIT 03
9009340120	3400 TO 3598 HOFFMAN HILL BLVD UNIT 04
9009340130	3400 TO 3598 HOFFMAN HILL BLVD UNIT 05
9009340140	3400 TO 3598 HOFFMAN HILL BLVD UNIT 06
9009340150	3400 TO 3598 HOFFMAN HILL BLVD UNIT 07
9009350010	3400 TO 3598 HOFFMAN HILL BLVD UNIT 08
9009350020	3400 TO 3598 HOFFMAN HILL BLVD UNIT 09
9009350030	3400 TO 3598 HOFFMAN HILL BLVD UNIT 010
9009350040	3400 TO 3598 HOFFMAN HILL BLVD UNIT 011
9009350050	3400 TO 3598 HOFFMAN HILL BLVD UNIT 012

GROSS LAND AREA:
GROSS LAND AREA = 156,721± S.F. (3.60± ACRES)

PROCEDURE / NARRATIVE:
A FIELD TRAVERSE USING A TOPCON GT ROBOTIC TOTAL STATION, A TOPCON GR-5 GPS, AND MAGNET DATA COLLECTOR SOFWATER SUPPLEMENTED WITH FIELD NOTES, WAS PERFORMED, ESTABLISHING THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE MONUMENTS, PROPERTY LINES AND IMPROVEMENTS. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

SURVEYOR'S NOTES:
1. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.

2. NO BUILDINGS ARE ON SITE.

3. THE SITE ABUTS AND HAS ACCESS TO "HOFFMAN HILL BLVD", A PUBLIC RIGHT-OF-WAY, AND "SWAN LP" A PUBLIC RIGHT-OF-WAY. "SWAN LP" INTERSECTS "HOFFMAN HILL BLVD" TWICE, AND BOTH OF THESE INTERSECTIONS ABUT PORTIONS OF THE SITE.

LEGAL DESCRIPTION:

(PER CHICAGO TITLE COMPANY OF WASHINGTON ALTA COMMITMENT NO. 0082997-TC DATED FEBRUARY 22, 2017 AT 08:00AM)

PORTION OF TITLE PARCEL A OF SAID TITLE REPORT:
UNITS 01 THROUGH 07,
MADERA V (NORTH) AT NORTHWEST LANDING, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED DECEMBER 29, 2009 UNDER RECORDING NUMBER 200912290129 AND SURVEY MAP AND PLANS RECORDED UNDER RECORDING NUMBER 200912295001, RECORDS OF PIERCE COUNTY AUDITOR.

TITLE PARCEL B:
UNITS 08 THROUGH 012,
MADERA V (CENTRAL) AT NORTHWEST LANDING, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED DECEMBER 29, 2009 UNDER RECORDING NUMBER 200912290130 AND SURVEY MAP AND PLANS RECORDED UNDER RECORDING NUMBER 200912295002, RECORDS OF PIERCE COUNTY AUDITOR.

SPECIAL EXCEPTIONS:

(PER CHICAGO TITLE COMPANY OF WASHINGTON ALTA COMMITMENT NO. 0082997-TC DATED FEBRUARY 22, 2017 AT 08:00AM)

1. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CASCADE LAND CONSERVANCY
PURPOSE: INGRESS AND EGRESS
RECORDING DATE: SEPTEMBER 26, 2003
RECORDING NO.: 200309261350
AFFECTS: PORTION OF SAID PREMISES
(NOT PLOTTABLE) BLANKET OVER GRAVEL ROADS; GENERALLY SHOWN ON SKETCH

2. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PIERCE COUNTY
PURPOSE: SANITARY SEWER
RECORDING DATE: OCTOBER 10, 2005
RECORDING NO.: 200510100141
AFFECTS: PORTION OF SAID PREMISES
(PLOTTABLE) EASEMENT AREA IS NORTH OF SUBJECT PROPERTY

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND ENERGY, INC.
PURPOSE: ONE OR MORE UTILITY SYSTEMS
RECORDING DATE: JUNE 9, 2006
RECORDING NO.: 200606090282
AFFECTS: PORTION OF SAID PREMISES
(PLOTTABLE) EASEMENT AREA IS NORTH OF SUBJECT PROPERTY

4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PIERCE COUNTY
PURPOSE: SANITARY SEWER
RECORDING DATE: NOVEMBER 7, 2007
RECORDING NO.: 200711070298
AFFECTS: PORTION OF SAID PREMISES
(PLOTTABLE) EASEMENT AREA IS WEST OF SUBJECT PROPERTY

5. RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN THE DEED
GRANTOR: WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION
RECORDING DATE: DECEMBER 9, 1991
RECORDING NO.: 9112090237
SAID INSTRUMENT HAS BEEN MODIFIED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9405130746.
(NOT PLOTTABLE) BLANKET IN NATURE

6. COVENANTS, CONDITIONS, LIABILITY FOR ASSESSMENTS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT
RECORDING DATE: MARCH 15, 1994
RECORDING NO.: 9403150647
MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDING DATE: OCTOBER 9, 2008
RECORDING NO.: 200810090245
(NOT PLOTTABLE) BLANKET CC&R

7. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT OF:
HOFFMAN HILL DIVISION 5 PHASE 1 (VILLAGE IV)
RECORDING NO: 200810095003
(PLOTTED HEREON) DOCUMENT CREATES UNDERLYING LOT CONFIGURATION AND EASEMENTS

8. PROVISIONS CONTAINED IN THE ARTICLES OF INCORPORATION AND BYLAWS OF NORTHWEST LANDING RESIDENTIAL OWNERS ASSOCIATION, AS DISCLOSED BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 200901070222.
(NOT PLOTTABLE)

9. COVENANTS, CONDITIONS, LIABILITY FOR ASSESSMENTS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT
RECORDING DATE: FEBRUARY 26, 2009
RECORDING NO.: 200902260718
(NOT PLOTTABLE)

10. NOTIFICATION REGARDING ROCKERY WALLS AND LATERAL SUPPORT IMPROVEMENTS, INCLUDING THE TERMS AND PROVISIONS THEREOF:
RECORDED: AUGUST 10, 2009
RECORDING NUMBER: 200908100508
(NOT PLOTTABLE)

11. COVENANTS, CONDITIONS, LIABILITY FOR ASSESSMENTS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT
RECORDING DATE: DECEMBER 8, 2009
RECORDING NO.: 200912080561
(NOT PLOTTABLE)

12. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, MAINTENANCE PROVISIONS, NOTES AND DEDICATIONS, AND OTHER MATTERS AS SET FORTH IN SURVEY MAP AND PLANS FOR:
MADERA V (NORTH) AT NORTHWEST LANDING, MADERA V (CENTRAL) AT NORTHWEST LANDING, AND MADERA V (SOUTH) AT NORTHWEST LANDING, CONDOMINIUMS
RECORDING NUMBERS: 200912295001, 200912295002, AND 200912295003, RESPECTIVELY
(DOCUMENT CREATES CURRENT CONFIGURATION) DOCUMENT ALSO SHOWS 20 FT INGRESS, EGRESS, AND UTILITY EASEMENT CREATED BY SEPARATE DOCUMENT. HOWEVER SEPARATE DOCUMENT WAS NOT CREATED.

13. THE MATTERS SET FORTH IN THE DOCUMENT SHOWN BELOW WHICH, AMONG OTHER THINGS, CONTAINS OR PROVIDES FOR: CERTAIN EASEMENTS; LIENS AND THE SUBORDINATION THEREOF; PROVISIONS RELATING TO PARTITION; RESTRICTIONS ON SEVERABILITY OF COMPONENT PARTS; AND COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING, BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
ENTITLED: CONDOMINIUM DECLARATION
RECORDING DATE: DECEMBER 29, 2009
RECORDING NO.: 200912290129, 200912290130, AND 200912290131
(NOT PLOTTABLE)

14. LIEN OF ASSESSMENTS LEVIED PURSUANT TO THE DECLARATION OF CONDOMINIUM FOR MADERA V TO THE EXTENT PROVIDED FOR BY RCW 64.34.
(NOT SURVEY RELATED)

15. MITIGATION AGREEMENT AND TERMS AND PROVISIONS THEREOF, PROVIDING FOR ASSESSMENT OF FEES TO MITIGATE IMPACT ON THE DISTRICT BY ADDITIONAL STUDENTS:
SCHOOL DISTRICT: STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1
RECORDED: DECEMBER 1, 1999
RECORDING NUMBER: 9912010353
(NOT PLOTTABLE)

16. AGREEMENT FOR RIGHT OF WAY AND LANDSCAPING MAINTENANCE, INCLUDING THE TERMS AND PROVISIONS THEREOF:
RECORDED: OCTOBER 9, 2008
RECORDING NUMBER: 200810090246
(NOT PLOTTABLE)

ITEMS 17 THROUGH 49 ARE NOT SURVEY RELATED. SEE THE TITLE REPORT FOR THE DETAILS ON THESE ITEMS.

Attachment 11. 'Preliminary' ALTA Survey dated March 17, 2017 (Barghausen Consulting Engineers)

SURVEYOR'S CERTIFICATION:
TO: LENNAR NORTHWEST, INC., AND CHICAGO TITLE COMPANY OF WASHINGTON;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 2, 4, 5, 7(a), 7(b)(1), 7(c), 8, 11, 14, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 13, 2017.

DATE OF PLAT OR MAP: MARCH 17, 2017

Preliminary
03/17/2017 5:14:15 PM

3/17/17

BRIAN D. GILLOOLY, PLS
WASHINGTON REGISTRATION NO. 46315
BGILLOOLY@BARGHAUSEN.COM

BRIAN D. GILLOOLY — 46315 — REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF WASHINGTON
3/17/17

No.	Date	By	Ckd.	Appr.	Revision

Title: ALTA/NSPS LAND TITLE SURVEY
PTN OF THE NE1/4, OF THE SE1/4 OF SEC. 33, TWP. 19 N., RGE 1 EAST, W. M.
CITY OF DUPONT PIERCE COUNTY
STATE OF WASHINGTON

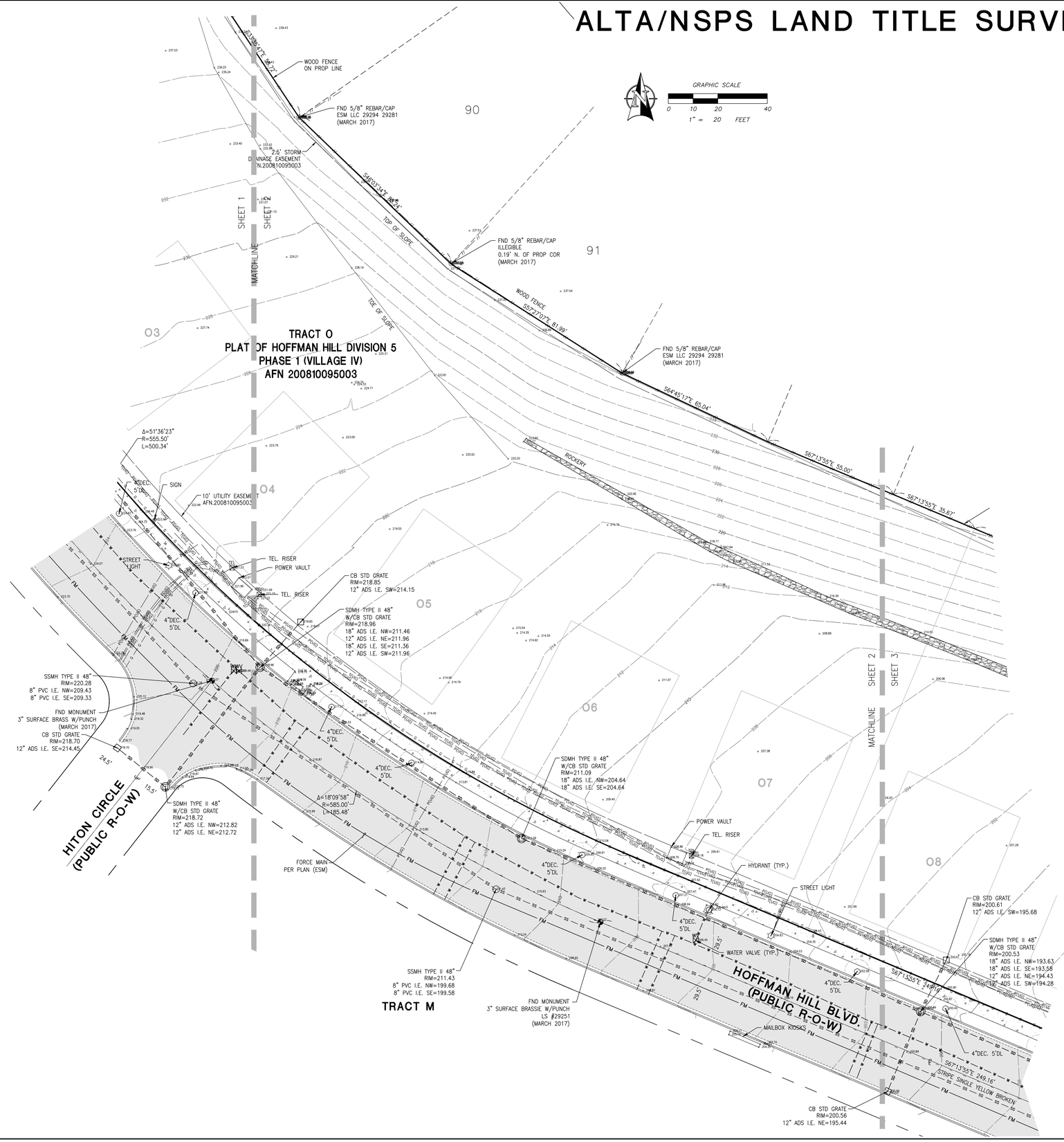
For: LENNAR NORTHWEST, INC.
33455 6TH AVE SOUTH UNIT 1-B
FEDERAL WAY, WA 98003

Scale: Horizontal 1"=20' Vertical
Designed — Drawn STM Checked BDG Approved BDG Date 3/13/17
Xrefs: 18389xerial.dwg
Date/Time: Mar 17, 2017 – 4:37pm Scale: 1"=20' smoy
File: P:\18000s\18389\survey\18389TA01.dwg

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
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CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES
WWW.BARGHAUSEN.COM

Job Number 18389
Sheet 1 of 3

ALTA/NSPS LAND TITLE SURVEY



LEGEND

(NOTE: NOT ALL SYMBOLS MAY APPEAR ON THE MAP)

- SURVEY MONUMENT (AS NOTED)
- SECTION CORNER (AS NOTED)
- SET REBAR/CAP (LS#45789)
- FOUND REBAR/CAP (AS NOTED)
- SET 2"X2" HUB/TACK LINE STAKE
- MAG/WASHER OR LEAD/TACK (AS NOTED)
- BENCHMARK
- LUMINAIRE (LUM.)
- YARD LIGHT
- ORNAMENTAL LIGHT
- TRAFFIC SIGNAL LIGHTS
- POWER METER
- POWER POLE
- JUNCTION BOX (AS NOTED)
- TELEPHONE MANHOLE
- CATCH BASIN (CB)
- STORM MANHOLE (SDMH)
- SANITARY SEWER MANHOLE (SSMH)
- CLEANOUT (AS NOTED)
- GAS METER
- GAS VALVE
- WATER VALVE (WV)
- FAUCET
- FIRE HYDRANT(FH) / CONNECTION(FDC)
- WATER MANHOLE
- WATER METER
- BLOW-OFF / AIRVAC
- MONITOR WELL
- SIGN
- IRRIGATION SPRINKLER
- DIRECTIONAL ARROW
- HANDICAP
- CHAIN LINK FENCE
- WOOD FENCE
- HOGWIRE FENCE
- SILT FENCE
- METAL/IRON FENCE
- GUARD RAIL/CABLE FENCE
- WATER LINE
- GAS LINE
- STEAM LINE
- TELEPHONE LINE (OH) OR (UG)
- POWER LINE (OH) OR (UG)
- STORM LINE
- SEWER LINE
- ROCKERY
- KEYSTONE WALL
- DECIDUOUS TREE
- CONIFEROUS TREE
- TREE DRIPLINE
- CONCRETE
- GRAVEL/SAND (AS NOTED)
- ASPHALT
- BUILDING LINE

ABBREVIATIONS

- (R#) REFERENCE SURVEYS
- (OH) OVERHEAD
- (UG) UNDERGROUND
- (TYP) TYPICAL
- (C) CALCULATED
- (M) MEASURED

BRIAN D. GILLOOLY — STATE OF WASHINGTON — 46315 — REGISTERED PROFESSIONAL LAND SURVEYOR
3/17/17

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PTN OF THE NE1/4, OF THE SE1/4 OF SEC. 33, TWP. 19 N., RGE 1 EAST, W. M.
CITY OF DUPONT PIERCE COUNTY
STATE OF WASHINGTON

For: LENNAR NORTHWEST, INC.
33455 6TH AVE SOUTH UNIT 1-B
FEDERAL WAY, WA 98003

Scale: Horizontal 1"=20' Vertical
Designed —
Drawn STM
Checked BBG
Approved BBG
Date 3/13/17

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Job Number 18389
Sheet 2 of 3

File: P:\18000s\18389\survey\18389TA01.dwg Date/Time: Mar 17, 2017 - 4:37pm Scale: 1"=20' smoy Xrefs: 18389xrefd.dwg

ALTA/NSPS LAND TITLE SURVEY

GRAPHIC SCALE
0 10 20 40
1" = 20 FEET

LEGEND

(NOTE: NOT ALL SYMBOLS MAY APPEAR ON THE MAP)

- SURVEY MONUMENT (AS NOTED)
- SECTION CORNER (AS NOTED)
- SET REBAR/CAP (LS#45789)
- FOUND REBAR/CAP (AS NOTED)
- SET 2"X2" HUB/TACK LINE STAKE
- MAG/WASHER OR LEAD/TACK (AS NOTED)
- BENCHMARK
- LUMINAIRE (LUM.)
- YARD LIGHT
- ORNAMENTAL LIGHT
- TRAFFIC SIGNAL LIGHTS
- POWER METER
- POWER POLE
- JUNCTION BOX (AS NOTED)
- TELEPHONE MANHOLE
- CATCH BASIN (CB)
- STORM MANHOLE (SDMH)
- SANITARY SEWER MANHOLE (SSMH)
- CLEANOUT (AS NOTED)
- GAS METER
- GAS VALVE
- WATER VALVE (WV)
- FAUCET
- FIRE HYDRANT(FH) / CONNECTION(FDC)
- WATER MANHOLE
- WATER METER
- BLOW-OFF / AIRVAC
- MONITOR WELL
- SIGN
- IRRIGATION SPRINKLER
- DIRECTIONAL ARROW
- HANDICAP

- CHAIN LINK FENCE
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- HOGWIRE FENCE
- SILT FENCE
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- WATER LINE
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- STEAM LINE
- TELEPHONE LINE (OH) OR (UG)
- POWER LINE (OH) OR (UG)
- STORM LINE
- SEWER LINE
- ROCKERY
- KEYSTONE WALL
- DECIDUOUS TREE
- CONIFEROUS TREE
- TREE DRIPLINE
- CONCRETE
- GRAVEL/SAND (AS NOTED)
- ASPHALT
- BUILDING LINE

ABBREVIATIONS

(R#)	REFERENCE SURVEYS
(OH)	OVERHEAD
(UG)	UNDERGROUND
(TYP)	TYPICAL
(C)	CALCULATED
(M)	MEASURED

MATCHLINE SHEET 2 SHEET 3

S64°45'17"E 65.04'
S67°13'55"E 55.00'
S67°13'55"E 35.67'
S67°13'55"E 29.33'
S67°13'55"E 55.00'
S67°13'55"E 249.49'
S67°13'55"E 249.16'
S68°11'26"E 55.01'
S62°38'55"E 50.06'
S56°55'36"E 55.90'
S62°28'47"E 52.04'
S63°58'05"E 69.23'
N68°23'07"E 102.33'
S37°15'44"E 5.19'
N54°44'44"E 427.71'
N54°44'44"E 137.16'
N54°44'44"E 269.75'

WOOD FENCE ON PROP LINE
FND 5/8" REBAR (MARCH 2017)
GATE
WOOD FENCE
VINYL FENCE ON PROP LINE
WHITE VINYL FENCE
FND 5/8" REBAR/CAP ESM LLC 29294 29281 (MARCH 2017)
1.9' NE
ROCKERY
TOP OF SLOPE
FND 5/8" REBAR/CAP ESM LLC 29294 29281 0.17' W. OF PROP COR 0.14' S. OF PROP COR. (MARCH 2017)
WOOD FENCE ON PROP LINE
2.5' STORM DRAINAGE EASEMENT AFN.200810095003
FND MONUMENT 3" SURFACE BRASSIE W/PUNCH LS #29251 (MARCH 2017)
CB STD GRATE RIM=196.48 12" ADS I.E. SW=190.23 12" ADS I.E. NE=190.23 12" ADS I.E. SE=190.23
2.9' NW
Δ=24°44'23" R=75.50' L=32.60'
SSMH TYPE II 48" RIM=197.02 8" PVC I.E. NE=186.22 8" PVC I.E. SW=186.42
STREET LIGHT
CB STD GRATE TYPE_II_48" RIM=197.94 12" ADS I.E. NW=192.74 12" ADS I.E. SE=192.74
POWER RISER
TEL. RISER
TEL. RISER
SIGN
SWING GATE (TYP.)
SDMH TYPE II 48" W/CB STD GRATE RIM=187.24 18" ADS I.E. NW=182.29 12" ADS I.E. E=182.29 12" ADS I.E. SE=182.54
12" CMP TOP OF RISER=921.81
12" CMP OVERFLOW=920.28
BIRDCAGE TOP=922.78'
GAS STUB
TEL. VAULT
CB STD GRATE RIM=185.99 12" ADS I.E. NW=182.79 8" PVC I.E. SE=183.04
SSMH TYPE II 48" RIM=186.18 8" PVC I.E. NW=177.98 8" PVC I.E. NE=177.98 8" PVC I.E. SE=177.98 8" PVC I.E. SW=177.88
SDMH TYPE II 48" W/CB THRU CURB RIM=181.61 12" ADS I.E. NW=175.96 18" ADS I.E. NE=175.41 18" ADS I.E. SE=175.41 12" ADS I.E. SE=175.96
CB THRU CURB RIM=181.31 12" ADS I.E. NW=176.86
FND MONUMENT 3" SURFACE BRASSIE W/PUNCH LS #29251 (MARCH 2017)
SDCO POWER STUB GAS STUB
SDMH TYPE II 48" W/CB STD GRATE RIM=186.80 12" ADS I.E. NW=181.40 12" ADS I.E. NE=181.60 18" ADS I.E. SE=181.20 18" ADS I.E. SW=181.05
SWAN LOOP (PUBLIC R-O-W)
10' UTILITY EASEMENT AFN.200810095003
ROCKERY
SWALE
Δ=84°14'19" R=14.50' L=21.32'
CB STD GRATE RIM=181.87 12" ADS I.E. SE=177.07
SSMH TYPE II 48" RIM=187.24 8" PVC I.E. NW=176.69 8" PVC I.E. S=176.59
FORCE MAIN PER PLAN (ESM)
Δ=31°58'39" R=344.50' L=192.27'
SSMH TYPE II 48" RIM=182.53 18" ADS I.E. NW=174.48 18" ADS I.E. NE=174.48 12" ADS I.E. SW=175.18 24" ADS I.E. SE=174.13
SSMH RIM=181.96 8" PVC I.E. NW=169.81 8" PVC I.E. SE=169.66 8" PVC I.E. NE=169.76 8" PVC I.E. SW=169.76
SDMH TYPE II 48" W/CB STD GRATE RIM=190.16 18" ADS I.E. SE=183.36 12" ADS I.E. NE=183.66 12" ADS I.E. NW=183.36
CB TYPE II 48" RIM=192.50 8" PVC I.E. NW=181.65 8" PVC I.E. SE=181.55
CB STD GRATE RIM=200.56 12" ADS I.E. NE=195.44
SDMH TYPE II 48" W/CB STD GRATE RIM=200.53 18" ADS I.E. NW=193.63 18" ADS I.E. SE=193.58 12" ADS I.E. NE=194.43 12" ADS I.E. SW=194.28
CB STD GRATE RIM=200.61 12" ADS I.E. SW=195.68
10' UTILITY EASEMENT AFN.200810095003
FND MONUMENT 3" SURFACE BRASSIE W/PUNCH LS #29251 (MARCH 2017)
POWER VAULT
TEL. RISER
HYDRANT (TYP.)
STREET LIGHT
WATER VALVE (TYP.)
MAILBOX KIOSKS
HOFFMAN HILL BLVD. (PUBLIC R-O-W)
STRIPE SINGLE YELLOW BROKEN
4"DEC. 5'DL
TRACT O
PLAT OF HOFFMAN HILL DIVISION 5
PHASE 1 (VILLAGE IV)
AFN 200810095003
94 95 96 97 98 99 100 101 102
07 08 09 010 011 012
7

No.	Date	By	Ckd.	Appr.	Revision

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Sheet 3 of 3

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From: Bill Anderson
To: Jeff Wilson; Lisa Klein
Cc: Mike Turner; Dominic Miller; Gus Lim; Scott Hein
Subject: Hoffman Hill MF Tract O Design Review comments PLNG2018-050
Date: Monday, August 27, 2018 4:14:55 PM

Jeff & Lisa,
I do not have comments for the subject submittal. Please contact me if you have questions. Thank you.

Bill Anderson

William Anderson CBO
Building Official
P. (253)912-5216
F. (253)964-1455
banderson@dupontwa.gov

City of DuPont, WA
1700 Civic Drive
DuPont, WA 98327
www.dupontwa.gov

Attachment 12. Building Department
Comment email dated August 27, 2018